



Monday, August 3, 2020

5:30 PM

Civic Center Theater

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 50 people will be allowed in the Civic Center Theater. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of City Council Study Session Meeting on July 13, 2020 and Regular City Council Meeting on July 20, 2020

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Ordinance Amending City Code Chapter 50 - Licenses
3. Ordinance Amending City Code Chapter 52 - Alcoholic Liquor
4. December 31, 2019 Audit Presentation
5. Resolution Authorizing Professional Service Agreement with CliftonLarsonAllen LLP for Auditing Services and Non-Audit Advisory Services
6. Ordinance Amending City Code, Chapter 38, Stormwater Ordinance

7. Ordinance Amending City Code Chapter 28 - Unlawful Discrimination, Article 10, Minority Participation Goals for Public Works Contracts
8. Motion Adopting City Council Policies
9. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Felmley-Dickerson for the Fire Station No. 3 Construction Project
10. Resolution Authorizing Real Estate Purchase Agreement for 3530 East Chesnut Avenue, City of Decatur, Illinois
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. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving Appointment - Electrical Commission

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of Special City Council Meeting on July 13, 2020 and Regular City Council Meeting on July 20, 2020

ATTACHMENTS:

Description	Type
Council Study Session Meeting Minutes of July 13, 2020	Backup Material
Council Meeting Minutes of July 20, 2020	Backup Material

CITY COUNCIL STUDY SESSION MINUTES
Monday, July 13, 2020

On Monday, July 13, 2020 the City Council of the City of Decatur, Illinois, met in a Study Session at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Chuck Kuhle, Rodney Walker, Lisa Gregory and David Horn. Councilman Bill Faber participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor Moore Wolfe that an in-person meeting of all members of the City Council is not practical or prudent because of the COVID-19 pandemic. Councilman McDaniel was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Gary Funk and Darrell Reynolds.

Councilman Faber made a motion to suspend the City Council policy on Public Participation Rules and Procedures to allow Mr. Funk additional time to speak. Councilman Horn seconded the motion.

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

Council addressed Mr. Gary Funk's concerns regarding the excessive number of fireworks that were set off on the Fourth of July.

Mayor Moore Wolfe called for a Study Session on Minority Business and Other Small Business Assistance Initiatives.

City Manager Wrighton discussed the importance of the city's Minority Business Enterprise (MBE) program and explained that the city has been evaluating how to improve the program.

Council discussed proposed changes to the MBE Ordinance and City Manager Wrighton recommended that some MBE changes be enacted using new City Council policies and administrative policies. He added that the proposed changes would add incentives for minority owned businesses bidding on most city procurement proposals.

City Manager Wrighton outlined several strategies for assisting small businesses and asked Council to provide feedback to which ones should be researched further and prepared for final adoption.

Mr. Jim Seaburg, Executive Director of CICD (Community Investment Corporation of Decatur), explained the purpose and responsibilities of CICD.

With no other discussion on Minority Business and Other Small Business Assistance Initiatives, Mayor Moore Wolfe called for a discussion on Proposals for Distribution of External COVID/CARES Relief Funds.

Council discussed possible uses of the funds awarded to the city in the amount of \$834,287 provided by the CARES Act.

Council agreed that the funds should primarily be used towards rental and mortgage payment assistance to those who have suffered employment dislocation due directly to COVID and utility assistance to those who cannot pay their delinquent bills due to employment dislocation directly caused by COVID.

Ms. Richelle Irons, Interim Director of Economic and Community Development spoke about the hearing that took place July 10, 2020 that addressed the Comprehensive Annual Performance and Evaluation Report that summarized the accomplishments and goals outlined during the year. A second hearing is scheduled for July 16, 2020 to gather public input on how to use funds awarded through the CARES Act.

Mr. Jon Kindseth, Deputy City Manager reported that the city acquired PPE (personal protective equipment) and the PPE was made available to the Decatur Public Library, Transit and not-for-profit agencies. Deputy City Manager Kindseth added that PPE is a reimbursable expense through the CARES Act.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 7:40 p.m.

Approved _____
Kim Althoff
City Clerk

CITY COUNCIL MINUTES
Monday, July 20, 2020

On Monday, July 20, 2020, the City Council of the City of Decatur, Illinois, met in a Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Councilman McDaniel, serving as Mayor Pro Tem presided, together with him being Council members Rodney Walker, Lisa Gregory, David Horn and Chuck Kuhle. Councilman Bill Faber participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor Julie Moore Wolfe that an in-person meeting of all members of the City Council is not practical or prudent because of the COVID-19 pandemic. Mayor Julie Moore Wolfe was absent. Councilman McDaniel declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Councilman McDaniel led the Pledge of Allegiance.

Councilman McDaniel called for Appearance of Citizens and the following citizens provided comments to the Council: Tony Wilkins, Darrell Reynolds, Al Green, Cameron Williams, and Reed Sutman.

With no other Appearance of Citizens, Councilman McDaniel called for Approval of Minutes.

The minutes of the July 6, 2020 City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, David Horn, and Chuck Kuhle voted aye. Councilman McDaniel declared the motion carried.

With no Unfinished Business, Councilman McDaniel called for New Business.

City Manager Wrighton gave a brief overview of the Treasurer's Financial Report.

Finance Director Gregg Zientara answered questions from Council regarding the Treasurer's Financial Report.

R2020-98 Resolution Authorizing Execution and Agreement of FY 2021 Transit Operating Assistance Grant Agreement with Illinois Department of Transportation, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-99 Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. For Raw Water Intakes and Pump Station Study, City Project 2020-37, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-100 Resolution Authorizing the Execution of an Agreement with Steve's Trucking Inc. for the Demolition of Vacant Residential Dwellings at 1209 N Church, 1704 N Edward, 761 E Lincoln, 655 W Marietta and 1136 S 44th, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from Council regarding the condition of the properties.

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

R2020-101 Resolution Authorizing the Execution of an Agreement with Steve's Trucking Inc. for the Demolition of a Vacant Residential Dwelling at 123 E Marietta, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

Ordinance Rezoning Property from R-3 Single Family Residence and R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District - 1326-1336 West Eldorado Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Ordinance.

Planning and Development Manager Greg Crowe explained that the rezoning would result in a change in use and the site plan submitted would need to meet the parameters of the Zoning Ordinance including landscaping, exterior lighting and setback requirements.

Council addressed concerns regarding the rezoning.

Councilman Walker made a motion to table the Ordinance for 30 days to provide additional time for public comment, seconded by Councilwoman Gregory.

Mr. Gary Geisler, member of the Temple, explained that selling the property is the only option left due to declining membership and rezoning the property could open opportunities that are still conducive to the location at the entrance of Fairview Park.

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

Ordinance Rezoning Property from R-6 Multiple Dwelling District to B-1 Neighborhood Shopping District – 1308 West Eldorado Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

Councilman Walker made a motion to table the Ordinance for 30 days to provide additional time for public comment, seconded by Councilwoman Gregory.

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

2020-102 Ordinance Rezoning Property from R-3 Single Family Residence District to B-2 Commercial District - 5 Southland Drive and 11 Isabella Drive, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Planning and Development Manager Greg Crowe explained that any improvements to the lot, after zoned to B-2, shall be required to provide a landscape buffer yard in any side and rear yard that abuts a residential district.

Mr. Al Green voiced his concerns regarding the traffic flow at the intersection of Southland and Isabella Drive.

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

2020-103 Ordinance Rezoning Property from M-1 Light Industrial District to R-1 Single Family Residence District - property Southwest and Adjacent to 2410 West Mound Road, was

presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance.

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

2020-104 Ordinance Amending Zoning Ordinance Creating New Section V AG Agriculture District, Amending Accessory Structure Requirements, and Related Amendments, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance.

Planning and Development Manager Greg Crowe explained that the proposed amendments are necessary to make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment. Mr. Crowe discussed the additions and modifications to the Zoning Ordinance.

Ms. Adrienne Lynch voiced her concerns over the proposed language in the Ordinance.

Council provided feedback in response to the concerns of Ms. Lynch regarding the storage of outdoor equipment, limitations of accessory structures, archery hunting, and animal husbandry.

Upon the request of Council, City Manager Wrighton will provide a six-month update on the performance of the Ordinance

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

2020-105 Ordinance Amending City Code Chapter 47-Control of Animals, Fowl and Dogs, Sections 3, 4, 6, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Deputy City Manager Jon Kindseth explained that the proposed amendment would allow property owners recently annexed to keep their farm animals unless or until the property is no longer owned by them.

Council held a discussion regarding the Ordinance.

Councilman Horn made a motion to amend the Ordinance by adding the following language in Section 3, Farm Animals Prohibited “except property zoned Agricultural District”, seconded by Councilman Faber.

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

On the original motion, upon call of the roll, Council members Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, David Horn, and Chuck Kuhle voted aye. Councilman McDaniel declared the motion carried.

With no other New Business, Councilman McDaniel called for Consent Calendar Items A. through P. and asked if any Council member wished to have an item removed from the Consent Calendar. No Council member wished to have an item removed from the Consent Calendar. The Clerk read items A. through P.

- Item A. 2020-106 Ordinance Granting an Expansion to Permanent Easement to Ameren Illinois Company
- Item B. Receiving and Filing of Minutes of Boards and Commissions
- Item C. 2020-107 Ordinance Annexing Territory 2333 West Ash Avenue
- Item D. 2020-108 Ordinance Annexing Territory 2343 West Ash Avenue
- Item E. 2020-109 Ordinance Annexing Territory 3697 Catherine Street
- Item F. 2020-110 Ordinance Annexing Territory 3704 Catherine Street
- Item G. 2020-111 Ordinance Annexing Territory 3851 West Center Street
- Item H. 2020-112 Ordinance Annexing Territory 4145 Dean Drive
- Item I. 2020-113 Ordinance Annexing Territory 3315 Ferris Drive
- Item J. 2020-114 Ordinance Annexing Territory 3450 Greenview Drive
- Item K. 2020-115 Ordinance Annexing Territory 2290 Hulett Drive
- Item L. 2020-116 Ordinance Annexing Territory 3221 Las Vegas Drive
- Item M. 2020-117 Ordinance Annexing Territory 2011 North Sunnyside Road
- Item N. 2020-118 Ordinance Annexing Territory 2102 North Sunnyside Road
- Item O. 2020-119 Ordinance Annexing Territory 2420 South Taylorville Road
- Item P. 2020-120 Ordinance Annexing Territory 67 Tennison Court

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

Councilman McDaniel called for Other Business.

Councilwoman Gregory encouraged citizens to stay involved by corresponding with Council.

City Manager Wrighton gave an update on police officer body cameras.

With no Other Business, Councilman McDaniel called for Recess to Closed Executive Session under Open Meetings Act Section 2 (c)(2) for the purpose of a discussion on collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and (c)(5) the purchase or lease of real property for the use of the public body.

Councilwoman Gregory moved to Recess to Closed Executive Session; seconded by Councilman Horn and on call of the roll, Council members Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, David Horn and Chuck Kuhle voted aye. Councilman McDaniel declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session. Councilwoman Gregory moved the regular meeting be adjourned; seconded by Councilman Kuhle. All were in favor by voicing no objections.

Councilman McDaniel declared the regular Council meeting adjourned at 9:35 p.m.

Approved _____
Kim Althoff
City Clerk

City Clerk

DATE: 7/29/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Ordinance Amending City Code Chapter 50 - Licenses

SUMMARY RECOMMENDATION: This ordinance inserts into City Code selected provisions of the Mayor's emergency declaration. In this way, the extensions of emergency provisions are narrowly crafted and applied to those businesses and functions where the city is targeting potential enforcement.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

CITY COUNCIL MEMORANDUM

July 29, 2020

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 50 – Licenses

RECOMMENDATION: In light of the pandemic caused by COVID-19, and the recent increase in positive cases in Macon County, staff, on behalf of the Liquor Control Commissioner, requests that Council pass the proposed ordinance amendment regarding Chapter 50, adding Section 20 which adopts Illinois Department of Commerce and Economic Opportunity guidelines for liquor licensees.

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 50 -
- LICENSES -

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

WHEREAS, a new and significant outbreak of Coronavirus Disease 2019 (“COVID-19”), a novel severe acute respiratory illness that can spread among people through respiratory transmissions, emerged in late 2019; and,

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency and declared it a worldwide pandemic on March 11, 2020; and,

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and,

WHEREAS, the Governor of the State of Illinois issued a Gubernatorial Disaster Proclamation declaring all counties in the State of Illinois as a disaster area on March 9, 2020; and,

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 virus; and,

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 entitled Executive Order in Response to COVID-19, and has issued many Executive Orders regarding the COVID-19 public health emergency since that date; and,

WHEREAS, the Illinois Department of Commerce and Economic Opportunity, utilizing the Illinois Department of Health safety guidelines, issued Meetings and Social Events, Indoor and Outdoor Recreation and Retail Safety Guidelines on June 22, 2020 as part of the Phase 4 of Restore Illinois Plan; and,

WHEREAS, the guidelines include face coverings for employees and patrons or visitors of Meetings and Social Events, Indoor and Outdoor Recreation and Retail and social distancing as means to prevent exposure to and the spread of COVID-19 in an effort to reduce the transmission of the COVID-19 virus; and,

WHEREAS, the City of Decatur has licensees that are not following the guidelines regarding face coverings and social distancing; and,

WHEREAS, Macon County which includes the City of Decatur, Illinois, has significantly increasing numbers of persons testing positive for COVID-19 in recent days; and,

WHEREAS, it is necessary and appropriate for the City of Decatur, Illinois to take measures to protect the public's health in response to the COVID-19 virus; and,

WHEREAS, the City of Decatur, Illinois is a Home Rule Unit under the 1970 State of Illinois Constitution.

NOW, THEREFORE, it is hereby proclaimed and declared:

SECTION 1. That there is a public health emergency caused by the contagious COVID-19 virus.

SECTION 2. The public health emergency is related to the COVID-19 virus which is causing or anticipated to cause widespread impacts on the health of members of the community.

SECTION 3. That in issuing this Amendment, City Council is relying upon each and every matter and governmental action recited in the preamble, which is hereby incorporated by reference.

SECTION 4. That Chapter 50 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by adding Section 20, so that Section 20 as so added, shall provide as follows:

20. **MINIMUM GUIDELINES.** No person, firm or corporation who holds a license shall operate in violation of the following safety guidelines:

A. Licensees shall maintain a minimum of six (6) feet between tables, bar seating or other designated patron service areas.

B. Licensees shall allow no more than ten (10) persons in a party be permitted.

C. For standing areas, the licensee shall maintain the maximum occupancy of twenty-five percent (25%) of standing area capacity.

D. Licensees shall require all patrons of unrelated parties maintain a social distance of six (6) feet.

E. Licensees shall require patrons and employees of licensees wear face coverings over their nose and mouth at all times when on premises, including while waiting for a table, while seated at a table or bar, while standing in line to order, pick-up or check out, while ordering and all other times, except when eating or drinking at a table or bar, unless a medical condition or disability prevents them from safely wearing a face covering.

F. Licensees shall require employees and performers of music maintain a social distance of six (6) feet from each other and patrons and performers, if first row of seating is within six (6) feet of stage, any seating within six (6) feet of stage shall be closed or an impermeable barrier shall be installed and shall require performers wear face coverings if practical.

G. Licensees shall require all external suppliers and non-patron visitors wear face coverings over their nose and mouth when entering licensed premises unless a medical condition or disability prevents them from safely wearing a face covering.

H. Licensees shall be prohibited from allowing persons to congregate on licensed premises in a number greater than allowed by guidelines set forth in Illinois Department of Public Health and the Illinois Department of Commerce and Economic Opportunity guidelines.

I. Licensees shall be required to follow all guidelines set forth by the Illinois Department of Commerce and Economic Opportunity for Restaurant and Bar Establishment Safety Guidelines not otherwise specifically set forth.

SECTION 5. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of August, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 50 **- LICENSES -**

20. MINIMUM GUIDELINES. No person, firm or corporation who holds a license shall operate in violation of the following safety guidelines:

A. Licensees shall maintain a minimum of six (6) feet between tables, bar seating or other designated patron service areas.

B. Licensees shall allow no more than ten (10) persons in a party be permitted.

C. For standing areas, the licensee shall maintain the maximum occupancy of twenty-five percent (25%) of standing area capacity.

D. Licensees shall require all patrons of unrelated parties maintain a social distance of six (6) feet.

E. Licensees shall require patrons and employees of licensees wear face coverings over their nose and mouth at all times when on premises, including while waiting for a table, while seated at a table or bar, while standing in line to order, pick-up or check out, while ordering and all other times, except when eating or drinking at a table or bar, unless a medical condition or disability prevents them from safely wearing a face covering.

F. Licensees shall require employees and performers of music maintain a social distance of six (6) feet from each other and patrons and performers, if first row of seating is within six (6) feet of stage, any seating within six (6) feet of stage shall be closed or an impermeable barrier shall be installed and shall require performers wear face coverings if practical.

G. Licensees shall require all external suppliers and non-patron visitors wear face coverings over their nose and mouth when entering licensed premises unless a medical condition or disability prevents them from safely wearing a face covering.

H. Licensees shall be prohibited from allowing persons to congregate on licensed premises in a number greater than allowed by guidelines set forth in Illinois Department of Public Health and the Illinois Department of Commerce and Economic Opportunity guidelines.

I. Licensees shall be required to follow all guidelines set forth by the Illinois Department of Commerce and Economic Opportunity for Restaurant and Bar Establishment Safety Guidelines not otherwise specifically set forth.

City Clerk

DATE: 7/29/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Ordinance Amending City Code Chapter 52 - Alcoholic Liquor.

SUMMARY RECOMMENDATION: This ordinance inserts into City Code selected provisions of the Mayor's emergency declaration. In this way, the extensions of emergency provisions are narrowly crafted and applied to those businesses and functions where the city is targeting potential enforcement.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

CITY COUNCIL MEMORANDUM

July 29, 2020

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 52 – Alcoholic Liquor

RECOMMENDATION: In light of the pandemic caused by COVID-19, and the recent increase in positive cases in Macon County, staff requests that Council pass the proposed ordinance amendment regarding Chapter 52, adding Section 37 which adopts Illinois Department of Commerce and Economic Opportunity guidelines for licensees.

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 52 -
- ALCOHOLIC LIQUOR -

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

WHEREAS, a new and significant outbreak of Coronavirus Disease 2019 (“COVID-19”), a novel severe acute respiratory illness that can spread among people through respiratory transmissions, emerged in late 2019; and,

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency and declared it a worldwide pandemic on March 11, 2020; and,

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and,

WHEREAS, the Governor of the State of Illinois issued a Gubernatorial Disaster Proclamation declaring all counties in the State of Illinois as a disaster area on March 9, 2020; and,

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 virus; and,

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 entitled Executive Order in Response to COVID-19, and has issued many Executive Orders regarding the COVID-19 public health emergency since that date; and,

WHEREAS, the Illinois Department of Commerce and Economic Opportunity, utilizing the Illinois Department of Health safety guidelines, issued Restaurant and Bar Establishment Safety Guidelines on June 22, 2020 as part of the Phase 4 of Restore Illinois Plan; and,

WHEREAS, the guidelines include face coverings for employees and patrons or visitors of Restaurants and Bars and social distancing as means to prevent exposure to and the spread of COVID-19 in an effort to reduce the transmission of the COVID-19 virus; and,

WHEREAS, the City of Decatur has bars, liquor licensees and restaurants that are not following the guidelines regarding face coverings and social distancing; and,

WHEREAS, Macon County which includes the City of Decatur, Illinois, has significantly increasing numbers of persons testing positive for COVID-19 in recent days; and,

WHEREAS, it is necessary and appropriate for the City of Decatur, Illinois to take measures to protect the public’s health in response to the COVID-19 virus; and,

WHEREAS, the City of Decatur, Illinois is a Home Rule Unit under the 1970 State of Illinois Constitution.

NOW, THEREFORE, it is hereby proclaimed and declared:

SECTION 1. That there is a public health emergency caused by the contagious COVID-19 virus.

SECTION 2. The public health emergency is related to the COVID-19 virus which is causing or anticipated to cause widespread impacts on the health of members of the community.

SECTION 3. That in issuing this Amendment, City Council is relying upon each and every matter and governmental action recited in the preamble, which is hereby incorporated by reference.

SECTION 4. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by adding Section 37, so that Section 37 as so added, shall provide as follows:

37. MINIMUM GUIDELINES. No person, firm or corporation shall sell alcoholic liquor at retail in violation of the following safety guidelines:

A. Licensees shall maintain a minimum of six (6) feet between tables, bar seating or other designated patron service areas.

B. Licensees shall allow no more than ten (10) persons in a party be permitted.

C. For standing areas, the licensee shall maintain the maximum occupancy of twenty-five percent (25%) of standing area capacity.

D. Licensees shall require all patrons of unrelated parties maintain a social distance of six (6) feet.

E. Licensees shall require patrons and employees of licensees wear face coverings over their nose and mouth at all times when on premises, including while waiting for a table, while seated at a table or bar, while standing in line to order, pick-up or check out, while ordering and all other times, except when eating or drinking at a table or bar, unless a medical condition or disability prevents them from safely wearing a face covering.

F. Licensees shall require employees and performers of music maintain a social distance of six (6) feet from each other and patrons and performers, if first row of seating is within six (6) feet of stage, any seating within six (6) feet of stage shall be closed or an impermeable barrier shall be installed and shall require performers wear face coverings if practical.

G. Licensees shall require all external suppliers and non-patron visitors wear face coverings over their nose and mouth when entering licensed premises unless a medical condition or disability prevents them from safely wearing a face covering.

H. Licensees shall be prohibited from allowing persons to congregate on licensed premises in a number greater than allowed by guidelines set forth in Illinois Department of Public Health and the Illinois Department of Commerce and Economic Opportunity guidelines.

I. Licensees shall be required to follow all guidelines set forth by the Illinois Department of Commerce and Economic Opportunity for Restaurant and Bar Establishment Safety Guidelines not otherwise specifically set forth.

SECTION 5. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of August, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52

- ALCOHOLIC LIQUOR -

37. MINIMUM GUIDELINES. No person, firm or corporation shall sell alcoholic liquor at retail in violation of the following safety guidelines:

A. Licensees shall maintain a minimum of six (6) feet between tables, bar seating or other designated patron service areas.

B. Licensees shall allow no more than ten (10) persons in a party be permitted.

C. For standing areas, the licensee shall maintain the maximum occupancy of twenty-five percent (25%) of standing area capacity.

D. Licensees shall require all patrons of unrelated parties maintain a social distance of six (6) feet.

E. Licensees shall require patrons and employees of licensees wear face coverings over their nose and mouth at all times when on premises, including while waiting for a table, while seated at a table or bar, while standing in line to order, pick-up or check out, while ordering and all other times, except when eating or drinking at a table or bar, unless a medical condition or disability prevents them from safely wearing a face covering.

F. Licensees shall require employees and performers of music maintain a social distance of six (6) feet from each other and patrons and performers, if first row of seating is within six (6) feet of stage, any seating within six (6) feet of stage shall be closed or an impermeable barrier shall be installed and shall require performers wear face coverings if practical.

G. Licensees shall require all external suppliers and non-patron visitors wear face coverings over their nose and mouth when entering licensed premises unless a medical condition or disability prevents them from safely wearing a face covering.

H. Licensees shall be prohibited from allowing persons to congregate on licensed premises in a number greater than allowed by guidelines set forth in Illinois Department of Public Health and the Illinois Department of Commerce and Economic Opportunity guidelines.

I. Licensees shall be required to follow all guidelines set forth by the Illinois Department of Commerce and Economic Opportunity for Restaurant and Bar Establishment Safety Guidelines not otherwise specifically set forth.

SUBJECT: December 31, 2019 Audit Presentation

ATTACHMENTS:

Description	Type
Audit Presentation	Cover Memo
Auditor Reports Letter to Council	Cover Memo
Governance Letter	Cover Memo
TIF Report	Cover Memo

City of Decatur, Illinois December 31, 2019

Audit Presentation

Hope Wheeler, CPA
Principal

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor



Create Opportunities

Required Communications (Governance Letter)

Area	Comments
Significant accounting policies	No significant new accounting policies implemented in 2019
Significant accounting estimates	- Net pension liability - Other post-employment benefits (OPEB) - Self-funded insurance liabilities - Allowance for uncollectible receivables
Uncorrected misstatements	None
Corrected misstatements	No material adjusting entries/corrections
Disagreements with management	No disagreements with management on financial accounting and reporting matters, auditing procedures, or other matters.
Difficulties encountered in performing the audit	No difficulties encountered in performing the audit. COVID required completion of audit to be 100% remote.



Opinions

- Audit report, unmodified (clean) opinion
- Unmodified, clean opinion on internal control over financial reporting and on compliance and other matters on financial statement audit (no findings).
- Unmodified, clean opinion on internal control and compliance for each major federal program, required by Uniform Guidance (3 findings)
 1. Federal Transit Formula Grants major program
 2. Highway Planning and Construction program

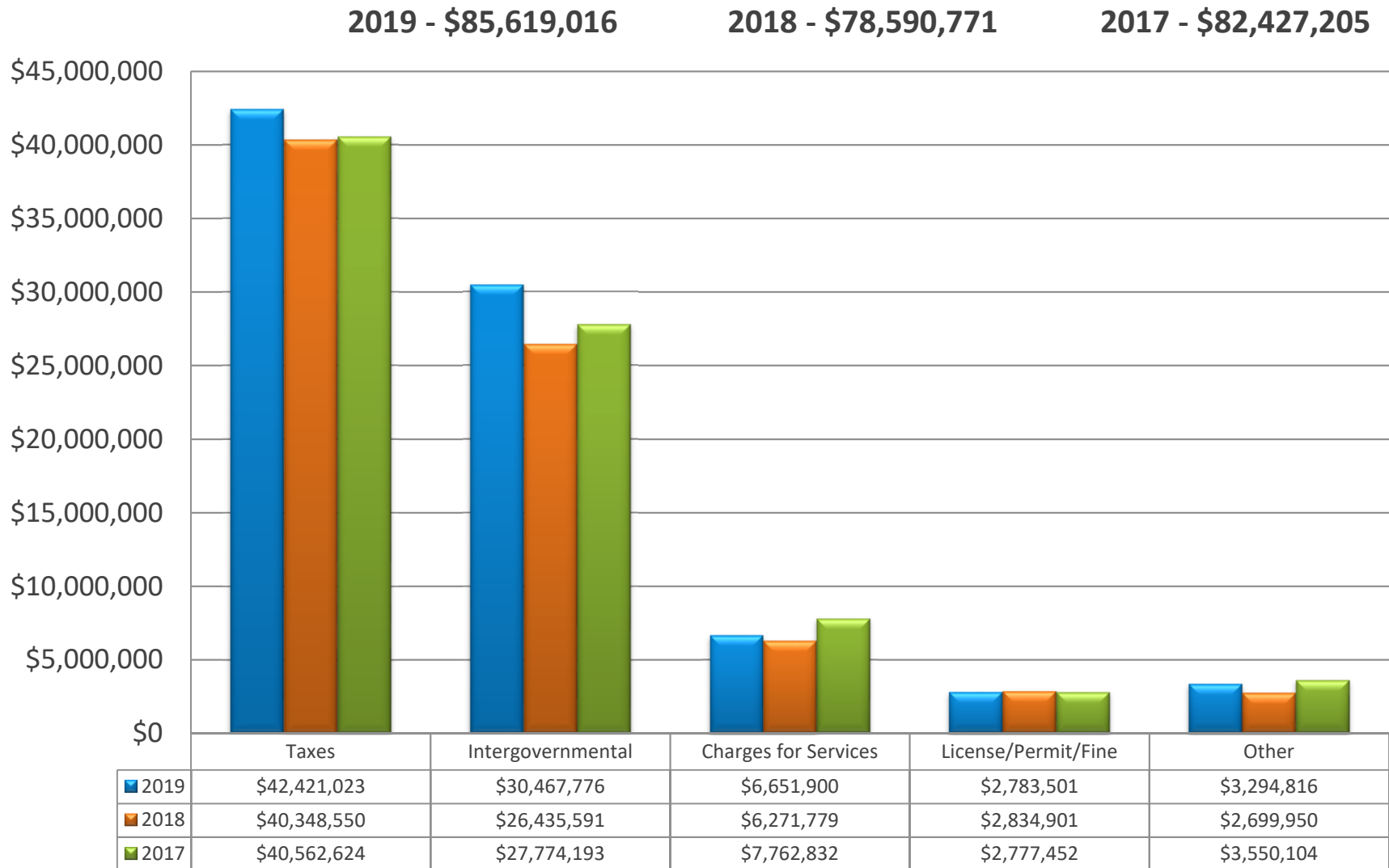


Findings (related to federal funding)

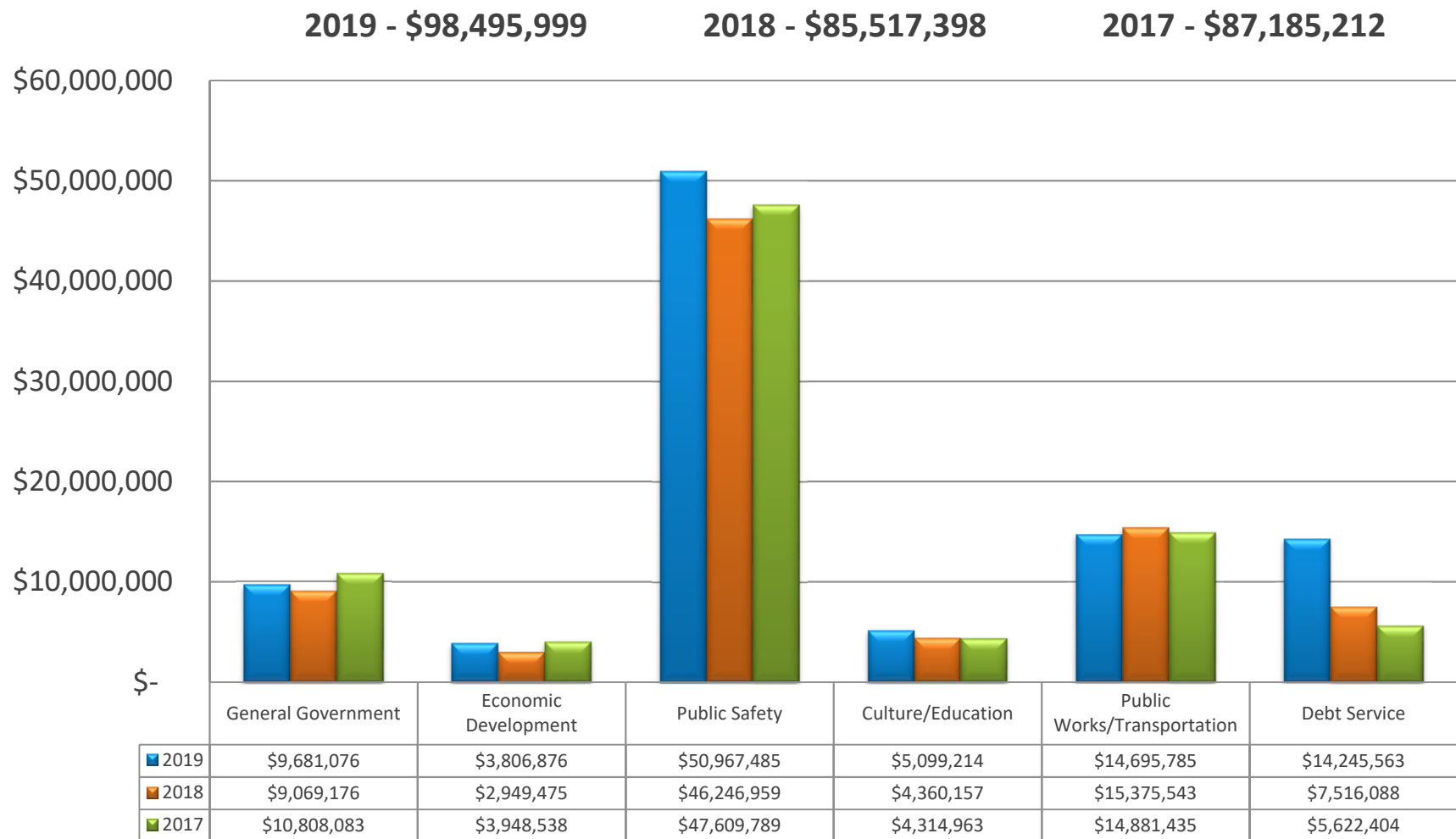
- Need review of highway planning and construction quarterly reports prior to submission; noted an error on one
- Need required policy and documentation to ensure vendors are not barred or suspended from doing business with governmental entities
- Need required federal procurement policies, and documentation of cost analysis for contracts, showing open competition



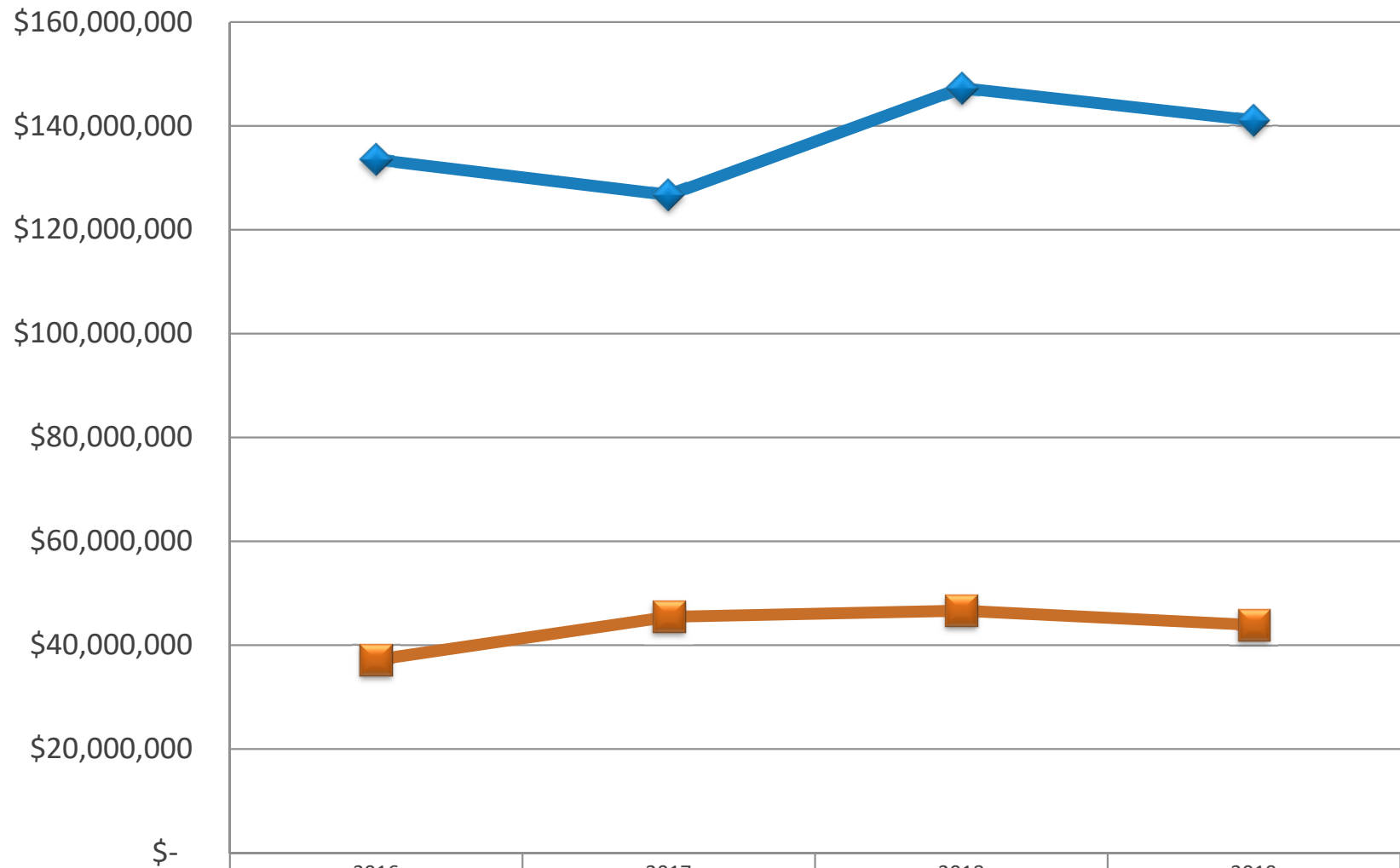
Revenue – Governmental Funds (excludes utility/transit)



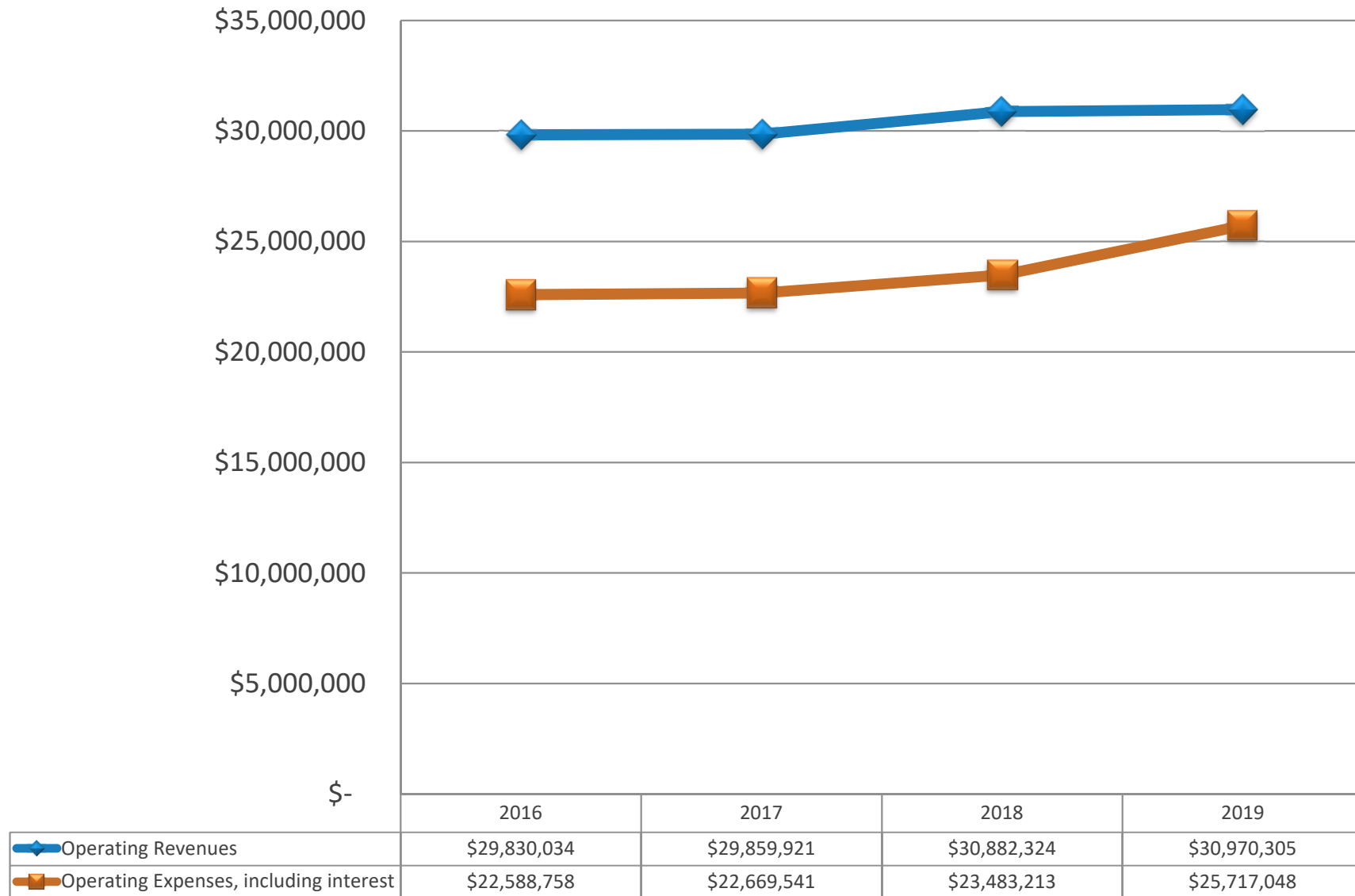
Expenditures by Function – All Governmental Funds (excludes utility and transit)



City Indebtedness



Water Fund Operations



Questions?

Hope Wheeler, CPA

Principal

CliftonLarsonAllen LLP

Hope.Wheeler@CLACONnect.com

217.373.3139



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CITY OF DECATUR ILLINOIS

1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

July 30, 2020

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, 2019

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, 2019.

CliftonLarsonAllen has concluded the audit of the financial statements of the City for the fiscal year ending December 31, 2019, 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 July 2, 2020.

Also pertaining to and included with the audit are two (2) 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 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 29, 2020,
Independent Auditor's TIF Report dated June 29, 2020 on compliance with IL Municipal Code



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 discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Decatur, Illinois (City) as of and for the year ended December 31, 2019, and have issued our report thereon dated June 29, 2020. 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.

No significant new accounting policies were adopted and the application of existing policies was not changed during 2019.

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 estimate(s) 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.

Accounting estimates (continued)

- Self-Funded Insurance Liability
 - A liability for the estimated amount due for self-funded insurance claims is recorded as of December 31, 2019. 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, 2019. 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, 2019. 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, 2019. 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 they were 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.

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. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

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 29, 2020.

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.

Other audit findings or issues

We have provided a separate letter to you dated June 29, 2020, 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.

Limitations on the group audit

There were no restrictions on our access to information of the component or other limitations on the group audit.

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 29, 2020.

With respect to the other the 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 29, 2020.

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 29, 2020



**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, 2019, 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 29, 2020.

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 cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Champaign, Illinois
June 29, 2020

CITY OF DECATUR, ILLINOIS
TIF OLDE TOWN FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE (DEFICIT) - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2019

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 1,023,556	\$ 927,153
Other Revenue	147,117	147,983
Investment Income	-	3,082
Total Revenues	<u>1,170,673</u>	<u>1,078,218</u>
EXPENDITURES		
Current:		
Economic and Urban Development	4,500	20,661
Debt Services:		
Principal Retirement	818,734	819,100
Interest and Other Charges	652,466	565,667
Total Expenditures	<u>1,475,700</u>	<u>1,405,428</u>
OTHER FINANCING SOURCES		
Transfers In	<u>439,402</u>	<u>579,402</u>
	<u>\$ 134,375</u>	252,192
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>(12,062)</u>
Net Change in Fund Balance (Deficit) - GAAP Basis		240,130
FUND DEFICIT, BEGINNING OF YEAR		<u>(177,547)</u>
FUND BALANCE, END OF YEAR		<u>\$ 62,583</u>

CITY OF DECATUR, ILLINOIS
TIF SOUTH EAST PLAZA FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND DEFICIT - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2019

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 319,032	\$ 276,183
Intergovernmental	112,800	101,911
Investment Income	-	1,003
Total Revenues	<u>431,832</u>	<u>379,097</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>822,000</u>	<u>821,588</u>
	<u>\$ (390,168)</u>	(442,491)
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>389,682</u>
Net Change in Fund Deficit - GAAP Basis		(52,809)
FUND DEFICIT, BEGINNING OF YEAR		<u>(282,416)</u>
FUND DEFICIT, END OF YEAR		<u>\$ (335,225)</u>

CITY OF DECATUR, ILLINOIS
TIF WABASH CROSSING FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - CASH BASIS (NON-GAAP)
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2019

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 558,806	\$ 693,266
Investment Income	-	6,182
Total Revenues	<u>558,806</u>	<u>699,448</u>
EXPENDITURES		
Current:		
Economic and Urban Development	386,000	-
Debt Services:		
Principal Retirement	123,750	123,750
Interest and Other Charges	100,774	56,414
Total Expenditures	<u>610,524</u>	<u>180,164</u>
	<u>\$ (51,718)</u>	519,284
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>(142,121)</u>
Net Change in Fund Balance - GAAP Basis		377,163
FUND BALANCE, BEGINNING OF YEAR		<u>172,595</u>
FUND BALANCE, END OF YEAR		<u><u>\$ 549,758</u></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, 2019

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 95,158	\$ 97,369
Intergovernmental	227,300	210,392
Investment Income	-	1,434
Total Revenues	<u>322,458</u>	<u>309,195</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>322,458</u>	<u>96,216</u>
	<u>\$ -</u>	212,979
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>(278,297)</u>
Net Change in Fund Deficit - GAAP Basis		(65,318)
FUND DEFICIT, BEGINNING OF YEAR		<u>(30,404)</u>
FUND DEFICIT, END OF YEAR		<u>\$ (95,722)</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, 2019

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 72,272	\$ 69,989
Intergovernmental	33,500	30,673
Investment Income	-	680
Total Revenues	<u>105,772</u>	<u>101,342</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>105,772</u>	<u>101,622</u>
	<u>\$ -</u>	(280)
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>3,891</u>
Net Change in Fund Deficit - GAAP Basis		3,611
FUND DEFICIT, BEGINNING OF YEAR		<u>(72,850)</u>
FUND DEFICIT, END OF YEAR		<u>\$ (69,239)</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, 2019

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 19,897	\$ 28,488
Investment Income	-	824
Total Revenues	<u>19,897</u>	<u>29,312</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>10,300</u>	<u>10,279</u>
	<u>\$ 9,597</u>	19,033
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>(50,156)</u>
Net Change in Fund Balance - GAAP Basis		(31,123)
FUND BALANCE, BEGINNING OF YEAR		<u>50,840</u>
FUND BALANCE, END OF YEAR		<u>\$ 19,717</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, 2019

	<u>Budget</u>	<u>Actual</u>
REVENUES		
Property Taxes	\$ 127,844	\$ 124,711
Intergovernmental	63,800	45,444
Investment Income	-	1,142
Total Revenues	<u>191,644</u>	<u>171,297</u>
EXPENDITURES		
Current:		
Economic and Urban Development	<u>191,644</u>	<u>170,717</u>
	<u>\$ -</u>	580
NET CHANGES IN BUDGETARY BASIS TO GAAP		<u>4,756</u>
Net Change in Fund Deficit - GAAP Basis		5,336
FUND DEFICIT, BEGINNING OF YEAR		<u>(127,995)</u>
FUND DEFICIT, END OF YEAR		<u>\$ (122,659)</u>

Financial Management

DATE: 7/30/2020

MEMO: Letter to the Decatur City Council

TO: Honorable Mayor Moore Wolfe
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, 2020.

BACKGROUND:

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

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

Based upon CLA estimate of the audit engagement work-scope, the fee for the engagement is \$73,400, including two (2) federal grant program reviews in accordance with federal single audit requirements. Each additional federal grant program requiring federal single audit review will cost \$5,000.

POTENTIAL OBJECTIONS: There are no known objections to this resolution

request.

INPUT FROM OTHER SOURCES: No input from other sources.

STAFF REFERENCE: Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

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

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

ATTACHMENTS:

Description	Type
Resolution	Cover Memo
CLA Engagment Agreement	Cover Memo

RESOLUTION NO. R2020

**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 3rd day of August, 2020.

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 27, 2020

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, 2020.

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, 2020, and the related notes to the financial statements.

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

1. Management's discussion and analysis
2. Budgetary comparison schedules for general fund and major special revenue funds
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 certain 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 MCK CPAs & Advisors' 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 waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

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 identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

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

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

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

Management responsibilities

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

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

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. 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 and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

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. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

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

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, 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 confidential or sensitive information, copies of our reports are to be made available for public inspection.

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

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator, 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 professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. The base professional fees will be \$73,400, and the technology fee will approximate \$3,670. These fees include up to 2 major programs in the single audit. This estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and

expense estimate. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. 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 related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

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

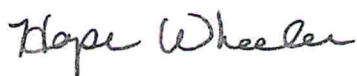
CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

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



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: 7/27/2020

MEMO: 2020-115

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Amending City Code, Chapter 38, Stormwater Ordinance

SUMMARY RECOMMENDATION:

Staff requests that Council pass the proposed ordinance amendments regarding City Code Chapter 38, Stormwater, which adds the land disturbance permit fee requirements to Chapter 38.

BACKGROUND:

The City is permitted for stormwater discharge through the National Pollutant Discharge Elimination System (NPDES) by the Illinois Environmental Protection Agency (IEPA). The NPDES permit protects the environment from pollutants by controlling the discharge and quality of the stormwater runoff. The City's NPDES permit has required a land disturbance permit for construction activities since the creation of the Stormwater Ordinance in 2006. In 2008, the City, Macon County, Forsyth, and Mt. Zion entered into a Memorandum of Understanding (MOU) with the Macon County Soil and Water Conservation District (MCSWCD) to collect the inspection fees, provide education, and complete the site inspections for site developers and builders. The MCSWCD recently came to the communities and elected to stop providing inspection services due to the staff time and cost it takes to complete. The City and communities reviewed possible options for the MCSWCD to continue the site inspections. Options included covering all costs on a hourly basis for the time spent, and increasing fee rates for the District; but the MCSWCD still declined to continue this service, electing to focus on their education and watershed planning services. The proposed changes to the City Code, Chapter 38 add in the current rates the MCSWCD are charging, it is not proposed to adjust the rates at this time. The rates have remained the same since 2008. The permit issuance and inspections are proposed to be completed by the City's Engineering Department.

The proposed changes also include updates to reference manuals for designers and contractors.

PRIOR COUNCIL ACTION:

- **February 2, 2006** – The Storm Water Ordinance was presented to the City’s Planning Commission who gave the ordinance a favorable recommendation.
- **February 21, 2006** - Council met in Study Session to discuss a Storm Water Ordinance, which would replace Chapter 38, Soil Erosion.
- **March 6, 2006** - Council approved Ordinance No. 2006-13, amending City Code Chapter 38, Storm Water Ordinance.
- **November 3, 2008** - Council approved Resolution No. 2008-184 authorizing a memorandum of understanding between the MS4 group and Macon County Soil and Water Conservation District to assist the community to meet the requirements of the NPDES permits.
- **January 18, 2011** – Council approved Ordinance No. 2011-04, amending City Code Chapter 38, Storm Water Ordinance to add land disturbance permits as required by the phase II requirements of the City’s NPDES permit for a stormwater system.
- **April 22, 2014** – Council approved Ordinance No. 2014-14, amending City Code Chapter 38, Storm Water Ordinance to add the stormwater utility.

POTENTIAL OBJECTIONS: Site developers and builders, however the fee schedule is proposed to remain the same.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Developers and builders will be charged the inspection fee as identified in the proposed Chapter 38.

Staff Impact: Staff time will be allocated to provide inspections of the land disturbance permits.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code 38 Stormwater	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
CHAPTER 38
-STORMWATER ORDINANCE-

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

Section 1. That Chapter 38 of the City Code of Decatur, Illinois, be, and the same is hereby modified and amended by adding and deleting language to Sections 9, 12 and 13. Said Sections 9, 12 and 13 are so modified, amended and added, shall provide as follows:

9. APPLICATION FOR A LAND DISTURBANCE PERMIT.

(a) ...

... (b) Each application shall be accompanied by:

- (1) A stormwater pollution prevention plan as required by NPDES IL R10 plus the additional information required by the City of Decatur. Said plan shall include:
 - i. An erosion and sediment control plan as set forth in Section 15 of this Ordinance;
 - ii. A storm water management plan as set forth in Section 16 of this Chapter, providing for stormwater management during the construction and after the construction has been finished.
- (2) Payment of land disturbance permit. The fee for land disturbance activity shall be as follows:

- i. land disturbing activity that disturbs one (1) or more acres of land: \$250 permit fee for the first five (5) acres and \$50 for each additional acre past five (5) with a cap of \$5,000.
- ii. land disturbing activity that disturbs less than one (1) acre that is part of a larger planned development that affects more than one (1) or more acres: \$50 permit fee.
- iii. land disturbing activity that disturbs less than one (1) acre that poses a unique threat to water, public health or safety: \$100 permit fee.
- iv. Construction and/or operation of a borrow pit: \$25 permit fee.

12. PERMIT DURATION. Every land disturbance permit shall expire and become null and void if substantial work authorized by such permit has not commenced within one hundred eighty (180) calendar days of issuance, or is not complete within eighteen (18) months from the date of the commencement of construction. All open projects shall reapply prior to the permit(s) expiration if the site is still open. Each permit shall be considered a new permit with the land disturbance permit fee applied.

13. BMP MANUAL FOR STORMWATER POLLUTION PREVENTION PLANS.

The City of Decatur adopts as its best management practices (BMP) manual the following publications, which are incorporated by reference in this Ordinance as is fully set out herein:

- (a) Illinois Urban Manual, latest amendment, includes a list of acceptable BMPs including the specific design criteria and operation and maintenance requirements for each stormwater practice. The manual may be updated

and expanded from time to time, at the discretion of the governing body of the municipality, upon the recommendation of the City Engineer, based on improvements in engineering, science, monitory and local maintenance experience. Stormwater facilities that are designed, constructed and maintained in accordance with these BMP criteria will be presumed to comply with requirements of NPDES Permit No. ILR10.

- (b) Illinois Department of Transportation Erosion Control / NPDES Guidelines.
- (c) City of Decatur Stormwater Policy.
- (d) Other publications pertaining to best management practices and / or erosion and sediment control as may be approved, in writing, by the City Engineer.

Section 2. That the City Clerk be, and is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, and ADOPTED this 3rd day of August, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2020

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 38
-STORMWATER ORDINANCE-

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- (1) A stormwater pollution prevention plan as required by NPDES IL R10 plus the additional information required by the City of Decatur. Said plan shall include:
 - i. An erosion and sediment control plan as set forth in Section 15 of this Ordinance;
 - ii. A storm water management plan as set forth in Section 16 of this Chapter, providing for stormwater management during the construction and after the construction has been finished.
- (2) Payment of land disturbance permit ~~and other stormwater management pollution prevention plans fees, which shall be set by separate resolution or ordinance.~~ The fee for land disturbance activity shall be as follows:
 - i. land disturbing activity that disturbs one (1) or more acres of land: \$250 permit fee for the first five (5) acres and \$50 for each additional acre past five (5) with a cap of \$5,000.
 - ii. land disturbing activity that disturbs less than one (1) acre that is part of a larger planned development that affects more than one (1) or more acres: \$50 permit fee.

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The City of Decatur adopts as its best management practices (BMP) manual the following publications, which are incorporated by reference in this Ordinance as is fully set out herein:

- (a) Illinois Urban Manual, latest amendment ~~prepared by the United States Department of Agriculture, Natural Resources Conservation Services. This manual~~ includes a list of acceptable BMPs including the specific design criteria and operation and maintenance requirements for each stormwater practice. The manual may be updated and expanded from time to time, at the discretion of the governing body of the municipality, upon the recommendation of the City Engineer, based on improvements in engineering, science, monitory and local maintenance experience. Stormwater facilities that are designed, constructed and maintained in

accordance with these BMP criteria will be presumed to comply with requirements of NPDES Permit No. ILR10.

~~(b) “Illinois Procedures and Standards for Urban Soil Erosion and Sediment Control” commonly referred to as the “Green Book”, latest version, developed through the efforts of the Northeastern Illinois Soil Erosion and Sedimentation Control Steering Committee, chaired by Mr. James K. Michels, P.E.~~

(eb) Illinois Department of Transportation Erosion Control / NPDES Guidelines

(ec) City of Decatur Stormwater Policy

(ed) Other publications pertaining to best management practices and / or erosion and sediment control as may be approved, in writing, by the City Engineer.

SUBJECT: Ordinance Amending City Code Chapter 28 - Unlawful Discrimination, Article 10, Minority Participation Goals for Public Works Contracts

ATTACHMENTS:

Description	Type
August 3 MBE Transmittal Memo	Cover Memo
Ordinance	Ordinance
MBE Red Line Revisions	Backup Material

July 30, 2020

TO: Mayor Julie Moore Wolfe & Members of the City Council

FROM: Scot Wrighton, City Manager

RE: MBE Policy Revisions, Agenda Items 7 & 8

The City Council reviewed suggested revisions to Decatur's Minority Business Enterprise (MBE) ordinances and policies at its July 13 study session.

The city's existing MBE ordinance is more than 5 years old and the city's experience with this policy initiative indicated that the program could be enhanced in the interests of helping MBEs gain a greater share of city contracts, and aiding small/start-up MBEs so that they will have a greater likelihood of success. The proposed program enhancements include: 1) awarding contractors who surpass twenty percent MBE participation by aggregate dollar value (sub-contractors, suppliers, vendors, minority employees' salaries and benefits, etc.) to receive a 2% bonus; and 2) provide that qualified MBEs bidding on city procurement contracts can be awarded contracts if they provide goods, services, construction work, equipment and supplies purchased by the city even without being the lowest qualified bidder, if they are within 2% of the low bid.

The proposed policy changes insert a degree of regional preference into the determination of MBE eligibility—the MBE must have their offices located in one of 17 central Illinois counties.

On July 13, the City Council directed staff to ready these ordinance and policy revisions for formal council approval, but also asked that leaders in the African American community be consulted one more time to determine if they had any additional inputs regarding the proposed changes. This produced additional revisions (shown in bold red in the amendments mark-up, to distinguish them from the July 13 recommended changes), including an expansion in the number of Central Illinois counties, and the addition of clearer language covering procurement enhancements.

It is recommended that both the recommended ordinance revisions and the companion City Council Policy Statement be approved.

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 28 -
- UNLAWFUL DISCRIMINATION-

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

Section 1. That Chapter 28 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 10 and 11, so that Sections 10 and 11 as so modified and amended, shall provide as follows:

ARTICLE 10: MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS.

SECTION 10-1. POLICY: The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

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

F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

SECTION 10-2. DEFINITIONS:

A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.

B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

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

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

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

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

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

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

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

- (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;

- (ii) Outreach and recruitment efforts of and to MBEs and minority workers;

- (iii) Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

(iv) Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

(v) Negotiating in good faith with MBEs and firms that employ minority workers;

(vi) Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

(vii) Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

(viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

(ix) If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

(i) Administer and enforce the provisions of this Article;

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

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

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

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

SECTION 10-5. PENALTIES:

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

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

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

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

SECTION 10-6. APPEALS: The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

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

(i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;

(ii) Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:

(i) The project is essential for city operations;

(ii) Emergency circumstances require a waiver;

(iii) Evidence of a good faith effort by the contractor;

(iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

ARTICLE 11. GENERAL PROVISIONS.

SECTION 11-1. The provisions of this Chapter are, and shall be construed to be, severable, and a finding of invalidity of any of such provisions by a court of competent jurisdiction shall not invalidate the other provisions hereof.

SECTION 11-2. Nothing in this Chapter shall be construed, and it is not the intent hereof, to require more costly means of compliance herewith than are required for compliance with standards set out in applicable State or Federal laws which are similar or comparable hereto. On

State and Federally funded projects that have conflicting MBE rules, the provisions of this ordinance will not apply.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of August, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 28
- UNLAWFUL DISCRIMINATION -

ARTICLE 10: MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS.

SECTION 10-1. POLICY: The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

A. Ensuring non-discrimination in the award and administration of City public works contracts;

B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;

C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;

D. Promoting the use of MBE and minority workers in City public works projects;

E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;

F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

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.

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

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand

dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

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

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

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

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

(i) Soliciting through all reasonable and available means the interest of MBE and minority workers;

(ii) Outreach and recruitment efforts of and to MBEs and minority workers;

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(iv) Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

(v) Negotiating in good faith with MBEs and firms that employ minority workers;

(vi) Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

(vii) Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

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(ix) If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

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

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(i) Administer and enforce the provisions of this Article;

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

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

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

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

SECTION 10-5. PENALTIES:

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

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

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

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

SECTION 10-6. APPEALS: The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

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

(i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;

(ii) Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:

(i) The project is essential for city operations;

(ii) Emergency circumstances require a waiver;

(iii) Evidence of a good faith effort by the contractor;

(iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

ARTICLE 11. GENERAL PROVISIONS.

SECTION 11-1. The provisions of this Chapter are, and shall be construed to be, severable, and a finding of invalidity of any of such provisions by a court of competent jurisdiction shall not invalidate the other provisions hereof.

SECTION 11-2. Nothing in this Chapter shall be construed, and it is not the intent hereof, to require more costly means of compliance herewith than are required for compliance with standards set out in applicable State or Federal laws which are similar or comparable hereto. On State and Federally funded projects that have conflicting MBE rules, the provisions of this ordinance will not apply.

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SECTION 10-1. POLICY: The City of Decatur encourages a diverse workforce for all **municipal procurement and** public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, **and incentives for procuring equipment, supplies and services for the city government from MBEs.** The objectives of the minority participation goals include:

A. Ensuring non-discrimination in the award and administration of City public works contracts;

B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works **and written procurement** contracts **awarded based on formal submission of bids;**

C. Helping to remove barriers to the participation of MBE and minority workers in **the City's municipal procurement and** public works contracts;

D. Promoting the use of MBE and minority workers in City public works projects;

E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;

F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE **inclusion** and minority worker **recruitment;**

SECTION 10-2. DEFINITIONS:

A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.

B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

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

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

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

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

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

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

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

(i) Soliciting through all reasonable and available means the interest of MBE and minority workers;

(ii) Outreach and recruitment efforts of and to MBEs and minority workers;

(iii) Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

(iv) Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

(v) Negotiating in good faith with MBEs and firms that employ minority workers;

(vi) Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

(vii) Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

(viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

(ix) If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

(i) Administer and enforce the provisions of this Article;

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

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

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

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

SECTION 10-5. PENALTIES:

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

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

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

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

SECTION 10-6. APPEALS: The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

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

(i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;

(ii) Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:

(i) The project is essential for city operations;

(ii) Emergency circumstances require a waiver;

(iii) Evidence of a good faith effort by the contractor;

(iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance 2015-07, March 2, 2015)

ARTICLE 11. GENERAL PROVISIONS.

SECTION 11-1. The provisions of this Chapter are, and shall be construed to be, severable, and a finding of invalidity of any of such provisions by a court of competent jurisdiction shall not invalidate the other provisions hereof.

SECTION 11-2. Nothing in this Chapter shall be construed, and it is not the intent hereof, to require more costly means of compliance herewith than are required for compliance with standards set out in applicable State or Federal laws which are similar or comparable hereto. **On State and Federally funded projects that have conflicting MBE rules, the provisions of this ordinance will not apply.**

City Clerk

DATE: 7/30/2020

MEMO:

TO: Mayor Julie Moore Wolfe & Members of the City Council

FROM: Scot Wrighton, City Manager

SUMMARY RECOMMENDATION: Companion policy action to the item amending the MBE ordinances.

ATTACHMENTS:

Description	Type
City Council Policy Revisions	Backup Material

5. Preferences for Minority Business Enterprises in Procurement (August 3, 2020)

For purposes of this City Council Policy, Minority Business Enterprises are defined as those companies owned 51% or more by minority persons, where a majority of the board and leadership of the company are minority persons, and where the primary place of business is located in one of the following Illinois counties: Macon, Dewitt, Sangamon, Piatt, Moultrie, Logan, Christian, Tazewell, Peoria, Woodford, McLean, Champaign, Menard, Mason, Vermilion, Morgan and Shelby.

For procurement and construction expenditures the City Manager is authorized to approve in accordance with Chapter 7 Section 26 and Chapter 10 Section 6 of the City Code, and/or recommend to the City Council, the City Manager or his designee may award contracts or purchase orders to MBEs as defined in Chapter 28 of the City Code where a written proposal or bid has been submitted if the MBE is not more than two percent (2%) higher than the total value of the contract or purchase order or bid of the lowest qualified proposal or bid, if the lowest qualified proposal or bid is not an approved MBE.

For those expenditures and contracts requiring City Council approval, the City Manager or his designee may recommend approval of such with MBEs if the MBE expenditure or contract is not the lowest responsive bid so long as the final MBE bid is within two percent (2%) of the lowest responsive bid.

NOTE: This policy governs purchasing, procurement and contracting where the city of Decatur has a direct contractual relationship with an entity that will provide goods, services, equipment, supplies and/or completed infrastructure to the City; so it is not applicable to sub-contracts.

5. Preferences for Minority Business Enterprises in Procurement (August 3, 2020)

For purposes of this City Council Policy, Minority Business Enterprises are defined as those companies owned 51% or more by minority persons, where a majority of the board and leadership of the company are minority persons, and where the primary place of business is located in one of the following Illinois counties: Macon, Dewitt, Sangamon, Piatt, Moultrie, Logan, Christian, Tazewell, Peoria, Woodford, McLean, Champaign, Menard, Mason, Vermilion, Morgan and Shelby.

For **procurement and construction** expenditures the City Manager is authorized to approve in accordance with Chapter 7 Section 26 and Chapter 10 Section 6 of the City Code, **and/or recommend to the City Council**, the City Manager or his designee may award contracts or purchase orders to MBEs as defined in Chapter 28 of the City Code ~~following submittal of~~ **where a** written proposal or bid **has been submitted** if the MBE is not more than two percent (2%) higher than the total value of the contract or purchase order or bid of the lowest qualified proposal or bid, if the lowest qualified proposal or bid is not an approved MBE.

For those expenditures and contracts requiring City Council approval, the City Manager or his designee may recommend approval of such with MBEs if the MBE expenditure or contract is not the lowest responsive bid so long as the **final** MBE bid is within two percent (2%) of the lowest responsive bid.

NOTE: This policy governs purchasing, procurement and contracting where the city of Decatur has a direct contractual relationship with an entity that will provide goods, services, equipment, supplies and/or completed infrastructure to the City; so it is not applicable to sub-contracts.

Fire Department

DATE: 7/20/2020

MEMO: 2020-09

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jeff Abbott, Fire Chief
Gregg D. Zientara, City Treasurer & Director of Finance
Rich Pruitt, Deputy Fire Chief

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Felmley-Dickerson for the Fire Station No. 3 Construction Project.

SUMMARY RECOMMENDATION:

It is recommended that City Council approve the attached Resolution authorizing the Mayor and City Clerk to execute a contract between Felmley-Dickerson and the City of Decatur, Illinois at a bid award of \$2,959,000.00 for the construction of Fire Station 3.

The Contractor intends to use the services of a minimum of two Minority Business Enterprises (MBE) for the project that will provide a minimum of 18% of the contracted work with a possibility for more. Both of the MBE companies are local companies. The contractor provided evidence of having made a good faith effort to meet the City's MBE goal as part of the bid, having originally made documented contacts with numerous MBE firms.

BACKGROUND:

Resolution R2018-21 gave approval to engage Dewberry Architects to design and manage construction. City Council adopted City Council Ordinance 2018-16 on May 21, 2018 approving the issuance of a general obligation bond not to exceed \$8,000,000.00 to pay the cost of construction for three (3) fire stations.

The project scope includes replacing the current fire Station 3 with a new fire station as presented to the City Council in the council Meeting Study Session of April 18, 2016 and as published in the Decatur Fire Department facility Assessment Report dated February 26, 2016.

POTENTIAL OBJECTIONS: There are no known objections to this resolution

request.

INPUT FROM OTHER SOURCES: Jeff Abbott, Fire Chief; Gregg D. Zientara, City Treasurer & Director of Finance; Rich Pruitt, Deputy Fire Chief.

STAFF REFERENCE: Jeff Abbott, Fire Chief and Rich Pruitt, Deputy Fire Chief

BUDGET/TIME IMPLICATIONS: Funding included in the 2020 budget and the 2020 tax levy.

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FELMLEY-DICKERSON CO. FOR FIRE STATION 3 CONSTRUCTION PROJECT	Resolution Letter
Contract Attachments	Backup Material
Letter of Recommendation from Dewberry Architects	Backup Material
Fire Station 3 Construction Bid Summary Sheet	Backup Material

July 30, 2020

TO: Mayor Julie Moore Wolfe & Members of the City Council

FROM: Scot Wrighton, City Manager

RE: Construction of a Replacement for Fire Station #3

Previous decisions by the City Council to acquire and rezone property on the east side of Fairview Plaza have publicly signaled the City Council's intentions to proceed with replacement of Fire Station #3, in accordance with the recommendations of the city's fire station consultant and architect, Dewberry & Associates. A copy of the recent bid tabulation is attached. It is recommended that the City Council award a construction contract to the low bidder. The low bidder has performed fire station remodeling services for the city of Decatur in the past; they have executed their contracts professionally and kept to approved budgets and timelines.

Fire Station #3 is the city's oldest fire station. It was built in the 1920s; it no longer meets the needs of the fire department. Although grandfathered, Station #3 is not in compliance with current building and construction codes—including the ADA. These problems will continue, even if a remodel were to be considered of the existing building. The current site of Fire Station #3 is too small to allow construction of a new station as designed (both Station #3 & #7 share the same design to save costs). Staff has carefully reviewed the bids, and the low bidder's proposed cost is competitive and slightly below our estimates. Although proceeding with a major construction project in the middle of a recession might seem risky, it does continue the momentum toward the City priority of community investment and neighborhood revitalization. Additionally, I think it is the appropriate decision for the following reasons:

1. This project's contract costs (and other major construction projects let for bidding after about April 1st and prior to release of Build Illinois projects) are positively influenced by "pandemic effect." There is uncertainty in the construction industry about how many infrastructure projects will be available, so general contractors have been more aggressive in bidding these projects, resulting in lower project costs. The city will likely not see a contract price like this again for the same project scope, even if we were to rebid it today.
2. Delaying the construction of a new Fire Station #3 will increase costs. Not only will the city be unable to take advantage of "pandemic effect" if the project is delayed, but normal construction cost inflation and changes in codes will increase the costs as well. It would also require revision of the plans and specifications, which will add consultant costs related to a delay.
3. The city has already issued the bonds for this project; the bonds are reserved for fire station construction use; and even after the construction of a new Fire Station #3, the

city would still have more than \$2.5 million remaining in bond proceeds. No additional debt service costs will be incurred by proceeding on this project now.

4. A construction project with the size and scope of this one would temporarily add local construction and payroll activity to Macon County at precisely the time when the State and Federal governments are trying to stimulate more local and regional economic activity and thereby speed economic recovery.
5. Although the current Fire Station #3 is antiquated and functionally obsolete for use as a firehouse, its location and lot size (the city also owns a small vacant lot to the west of the station) would be attractive to an alternative use (with or without the building)—thus the city anticipates that it will not be difficult to sell the existing station #3 site when it is eventually vacated by the fire department.
6. The construction and occupancy of a new fire station on the east side of Fairview Plaza could have a positive impact on efforts to redevelop and repurpose the retail and commercial plaza on the adjacent property (when considered with the owner/developer's other plans for this plaza).

Attachments include an accounting of fire station bond proceeds to date, a bid tabulation, proposed contract, and approval resolution.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH FELMLEY-DICKERSON CO.
FOR FIRE STATION 3 CONSTRUCTION PROJECT**

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

Section 1. That the tabulation of the bids received for the Fire Station 3 construction project be, and they are hereby, received and placed on file.

Section 2. That the bid of Felmley-Dickerson Co. be accepted, and a contract awarded accordingly, and that said contract between Felmley-Dickerson Co. and the City of Decatur is for a total amount of \$2,959,000.00.

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 Felmley-Dickerson Co. for a total amount of \$2,959,000.00 in substantially the same or similar form as attached.

PRESENTED AND ADOPTED THIS 3rd day of August 2020.

Julie Moore Wolfe
MAYOR

ATTEST:

Kim Althoff, City Clerk



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixth day of August in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Decatur
1 Gary K Anderson Plaza
Second Floor
Decatur, Illinois 62523
217-424-2702

and the Contractor:
(Name, legal status, address and other information)

Felmley-Dickerson Company
401 E. Lafayette Street
Bloomington, Illinois 61701
309-828-4317

for the following Project:
(Name, location and detailed description)

Decatur Fire Department, Fire Station No. 3
Decatur, Illinois

The Architect:
(Name, legal status, address and other information)

Dewberry Architects Inc.
401 SW Water Street, Suite 701
Peoria, Illinois 61602
309-282-8000
Fax: 309-282-8001

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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| 1 | THE CONTRACT DOCUMENTS |
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| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: April 2, 2021

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Nine Hundred Fifty-nine Thousand Dollars and Zero Cents (\$2,959,000.00), subject to additions and deductions as provided in the Contract Documents.

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance No. 1: Lump-Sum Allowance	\$200,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Cost A	CY	\$75.00
Unit Cost B	CY	\$105.00
Unit Cost C	CY	\$113.00

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent

(Paragraphs deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

as required by governing law

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

as required by governing law

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Gregg Zientara
City Treasurer, Director of Finance
City of Decatur
1 Gary K Anderson Plaza – 2nd Floor
Decatur, Illinois 62523

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jim Meek, President
Felmley-Dickerson Company
401 E. Lafayette Street
Bloomington, Illinois 61701
309-828-4317
jimmeek@fdco.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

as specified in project manual

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date	Pages
000115	List of Drawing Sheets	May 21, 2020	2

Init.

.6 Specifications

Section	Title	Date	Pages
Table of Contents	Project Manual TOC	May 21, 2020	6

.7 Addenda, if any:

Number	Title	Date	Pages
Addendum 001	Document 009113	June 22, 2020	16
Addendum 002	Document 009113	June 25, 2020	9
Addendum 003	Document 009113	July 2, 2020	5

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

I

(Paragraphs deleted)

X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 002114B	City of Decatur Terms & Conditions and Minority Participation Goals	May 21, 2020	4
Section 007200	General Conditions	May 21, 2020	1
Section 007300 As amended by City of Decatur	Supplementary Conditions	May 21, 2020	13
Section 007301 & 007301A	City of Decatur Terms & Conditions	May 21, 2020	14

(Paragraphs deleted)

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Gregg Zientara, City Treasurer, Director of Finance
(Printed name and title)

CONTRACTOR (Signature)

Jim Meek, President
(Printed name and title)

Init.

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User Notes:

SECTION 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set dated March 16, 2020, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

SHEET NO. SHEET NAME

GENERAL

G-000 COVER
G-001 INDEX
G-002 FIRST LEVEL CODE PLAN

ADDED BY ADDENDUM:

C-131 ROADWAY DEMOLITION & REPAIR PLAN
C-132 PAVEMENT MARKING AND SIGNAGE PLAN

CIVIL

C-101 EXISTING SITE SURVEY
C-102 BOUNDARY PLAT
C-110 SITE DEMOLITION PLAN
C-115 EROSION CONTROL PLAN
C-120 SITE GRADING PLAN
C-130 SITE DEVELOPMENT PLAN
C-140 SITE DRAINAGE AND UTILITY PLAN
C-141 COMBINATION SEWER PROFILE
C-501 SITE DEVELOPMENT DETAILS
C-510 SITE DRAINAGE

STRUCTURAL

S-001 GENERAL STRUCTURAL NOTES
S-002 SPECIAL INSPECTIONS
S-110 STRUCTURAL FOUNDATION PLAN
S-120 ROOF FRAMING PLAN
S-300 STRUCTURAL FOUNDATION DETAILS
S-400 STRUCTURAL FRAMING DETAILS
S-700 STRUCTURAL STANDARD DETAILS
S-701 STRUCTURAL STANDARD DETAILS

ARCHITECTURAL

A-111 FIRST LEVEL ANNOTATION AND DIMENSION PLANS
A-113 ROOF PLAN AND FIRST LEVEL REFLECTED CEILING PLAN
A-114 FIRST LEVEL FINISH PLAN
A-201 EXTERIOR ELEVATIONS AND FENCE DETAILS
A-301 BUILDING SECTIONS
A-311 WALL SECTIONS
A-312 WALL SECTIONS
A-322 CONSTRUCTION DETAILS
A-323 CONSTRUCTION DETAILS
A-401 ENLARGED FLOOR PLANS AND INT. DETAILS

- A-402 INTERIOR ELEVATIONS AND DETAILS
- A-601 OPENINGS SCHEDULES, ELEVATIONS, AND DETAILS
- A-602 OPENINGS DETAILS

FIRE PROTECTION

- F-001 FIRE PROTECTION SYMBOLS, ABBREVIATIONS & NOTES
- F-111 FIRST FLOOR PLAN – FIRE PROTECTION

PLUMBING

- P-001 PLUMBING SYMBOLS, ABBREVIATIONS & NOTES
- P-101 UNDER FLOOR PLAN – PLUMBING
- P-111 FIRST FLOOR PLAN – PLUMBING
- P-300 PLUMBING DETAILS
- P-400 PLUMBING RISER DIAGRAM
- P-500 PLUMBING SCHEDULES

MECHANICAL

- M-001 MECHANICAL SYMBOLS, ABBREVIATIONS & NOTES
- M-111 1ST FLOOR PLAN, SECTIONS AND ENLARGED PLANS – MECHANICAL
- M-300 MECHANICAL DETAILS
- M-500 MECHANICAL SCHEDULES

ELECTRICAL

- E-001 ELECTRICAL SYMBOLS, ABBREVIATIONS & NOTES
- E-010 SITE PLAN - ELECTRICAL
- E-110 FLOOR PLANS – LIGHTING
- E-111 FLOOR PLANS – POWER
- E-112 FLOOR PLANS – SPECIAL SYSTEMS
- E-301 ELECTRICAL DETAILS
- E-302 ELECTRICAL DETAILS
- E-303 ELECTRICAL DETAILS
- E-401 ELECTRICAL RISER DIAGRAMS
- E-501 LIGHTING SCHEDULE
- E-601 POWER SCHEDULES
- E-701 PANELBOARD SCHEDULES

TECHNOLOGY

- T-001 LEGEND – TECHNOLOGY
- T-010 SITE PLAN – TECHNOLOGY
- T-110 FLOOR PLANS – TECHNOLOGY
- T-111 REFLECTED CEILING PLANS – TECHNOLOGY
- T-201 ELEV, DETAILS – TECHNOLOGY
- T-601 BLOCK DIAGRAMS – TECHNOLOGY

END OF SECTION 000115

Dewberry Architects Inc.
 Architecture/Interiors/Engineering/
 Program Management
 401 Southwest Water Street, Suite 701
 Peoria, Illinois 61602-1585

PROJECT MANUAL FOR
 DECATUR FIRE DEPARTMENT
 FIRE STATION 3

DATE: May 21, 2020
 DEWBERRY JOB NUMBER 50111233

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Specifiers:

Dewberry Architects Inc.
401 Southwest Water Street, Suite 701
Peoria, Illinois 61602
309.282.8000
309.282.8001 (fax)

Dewberry Engineers Inc.
401 Southwest Water Street, Suite 701
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June 22, 2020

BIDDING AND CONTRACT REQUIREMENTS

Document 009113 – Addendum No. 001

Dewberry Architects Inc.
401 SW Water Street, Suite 701
Peoria, IL 61602

TO: PROSPECTIVE BIDDERS
Dewberry Architects Inc. Project No. 50111233

RE: ADDENDUM NO. 001 TO THE BID DOCUMENTS FOR:
DECATUR FIRE DEPARTMENT FIRE STATION 3

This Addendum is part of the bidding and contract documents and modifies the original bid documents dated May 21, 2020. Acknowledge receipt of this Addendum in space provided on the Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

I. CLARIFICATION

A. Response to requested bid date extension. Bidding schedule shall be revised as follows:

Final Bidder RFI Question date-	Tuesday	June 30, 2018
Final Addendum Issue date-	Thursday	July 02, 2018
Bid Submittal date-	Tuesday	July 07, 2018

Note: If required, an updated bid form will be issued with the final addendum reflecting all modifications implicated by the developments of the inquiry and clarification process.

II. PROJECT SUBSTANTIAL COMPLETION DATE

A. This Addendum alters the Project Substantial Completion Date to **April 02, 2021**.

This Addendum consists of this page and 2 attachment(s).

Attachment(s)

Reissued Drawings – see list below

Reissued or Introduced Specifications – see list below

III. RFI QUESTIONS & ANSWERS

- Q1: Drawing E-001 Electrical Symbols indicates detector CO=w/integral carbon/monoxide sensor. Spec 283111 section 2.5 indicates COMBINATION SMOKE/HEAT/CO DETECTORS. Is a detector with combination smoke/heat/co required or will a combination smoke/co detector be accepted? Is having a heat sensor required?
- A1: A combination smoke/co detector is acceptable.
- Q2: On sheet E-111 there is a non-fused disconnect symbol in RM123 that does not have any indication as to what it goes to. Please clarify?
- A2: The disconnect is for 'GWH-1'. This can just be a motor rated lockable switch.
- Q3: Just to clarify, the disconnect switch in room #123 is for GWH-1 in room #119?
- A3: That is correct.
- Q4: On sheet E-111 equipment tag #AFS2 has keyed note #6 attached to it while the other (2) AFS's do not. Keyed note #6 calls to route power from the Radiant Heating Control Panel. Please confirm that the keyed note call out is correct in this instance.
- A4: Each AFS needs Plan Note #6 referenced. Add Plan Note #6 to AFS #1, and AFS#3.
- Q5: In the specs for the panelboard it mentions breakers above 250A to have adjustable magnetic trip setting (LSIG). Also there is instrumentation metering mentioned also. Nothing is shown on the MDP panel schedule for metering or ground on the 500A breaker. Please advise if you see any reason to include either?
- A5: We will revise specification to provide LI (Basic) Electronic Trip Unit. Ground fault is not required. The metering is per a separate CT/Meter cabinet per the "Electrical Riser Diagram" on sheet E-401. Grounding is per "Building Grounding System Wiring Diagram" on sheet E-301.
- Q6: General note #6 on sheet E-110 states to connect all fixtures in the basement to panel LRB. The prints do not reflect a basement, or panel LRB. Please clarify?
- A6: General note #6 will be deleted by Addendum. This note was not deleted from the site adapt drawings of DFS #5.
- Q7: Detail #2 in sheet T-010 calls for (2) 4" conduit in the technology trench. However, the site plan calls (1) 4" and (1) 2". Please clarify?
- A7: Please follow the direction provided on the site plan.
- Q8: All electrical drawings indicate 125kW genset but the specs say 150kW. What standby rating is required?
- A8: Genset should be rated 125kW. Specification will be revised in Addendum.

- Q9: Please confirm the closed-transition ATS is required as specified?
- A9: ATS to be open-transition. Will be revised per Addendum.
- Q10: Genset and ATS specs specify seismic restrants and ATS spec section 3.1, A says "Division 26 Section Vibration and Seismic Controls for Electrical Systems, which doesn't exist. Does the genset and ATS require IBC seismic certification? Seismic certification is not required for this project.
- A10: Seismic Section specifications for Divisions 22,23, and 26 are added per this Addendum.
- Q11: Aluminum frame elevations refer to glazing type G9 which is not in the documents?
- A11: The exterior frame and lite for door AL-1 should utilize glazing type G3. The interior frame and lite for door AL-2 should utilize glazing type G1. Disregard reference to G9.
- G12: Could you please clarify, in the simulated stone countertop specification 123661-2 section 2.3B. & C., it calls for $\frac{3}{4}$ " solid surface materials. This material typically comes in $\frac{1}{2}$ ". Would this be acceptable?
- A12: A thickness of $\frac{1}{2}$ " would be acceptable given proper support for the material.
- Q13: The wood clad windows specification list Pella- Architect Series as an approved alternate. If this option is used is there a preference for a traditional or contemporary window style and what is the basis of design color?
- A13: The preference would be a contemporary style sash. The Marvin windows color used as a basis of design is Pebble Gray.
- Q14: In the spec section 064113-4 for the wood veneer faced cabinets E. line 1. Calls for the interior to be the same as exterior so that would be wood veneer, but on plan sheet A-401 section 4 F-F calls out melamine interior. Could you please clarify.
- A14: Melamine interior is the intended application.
- Q15: What material is the CNTR in Laundry 115? Who is providing this. If us can we get an elevation?
- A15: Laundry 115 CNTR (counter) to be furnished by casework supplier and installed by GC. The construction is similar to Detail E-E 8/A-401 with PLAM-1 finish in lieu of solid surface. No sink apron is required. Mount on (4) prefinished black wall angles.
- Q16: Do the W02a W04a And W02b window sills get wood sills like W03b?
- A16: All wood windows shall receive wood sills as depicted in Detail 1/A602. The exception to this are clerestory windows in Apparatus Bay, W-13, utilize Detail 6/A-322.
- Q17: The basis of design overhead sectional door TM220 model is not available in 20 gauge exterior face and 20 gauge interior face. The TM220 is available in 20 gauge exterior and 26 gauge interior. Please advise?
- A17: The standard 26 gauge interior face material is acceptable.

IV. PRE-BID QUESTIONS & ANSWERS

- Q1: Can you please provide information concerning the Prizm reporting software?
- A1: Per reply from Matt Newell, City of Decatur Public Works, GC is responsible to utilize Prismsoft resources for reporting of labor hours related to the project. Special emphasis is for the tracking of hours related to Prevailing Wage and Minority goals. Training and assistance with utilizing this resource is available through Decatur city staff.
- Q2: Do Minority signatures need to be completed on the bid forms at the time of the bid?
- A2: Yes.
- Q3: Pea gravel backfill can be confirmed by Josh Flannigan due to past experience with the site. Can the presence or removal of previous 6-8 canopy footings and kiosk building foundations be confirmed?
- A3: The presence or position of referenced structures are not known and did not appear in the geotechnical investigations of the site. It is reasonable that these below grade features remain on the site and should be considered per the procedures in the project documents.
- Q4: What classification would the Project Superintendent fall under for Prevailing Wage Rates?
- A4: Typically Project Superintendents are considered as Carpenter- Foreman. This should be verified with the authority which is administering the Prevailing Wage requirements.
- Q5: What is the Exterior Wall Type for the living area?
- A5: EWT 2 (See sheets A-201, A-301, and A-311 for exterior wall type designations and details.

REISSUED DRAWINGS

C-131 – Roadway Demolition & Repair Plan

C-132 – Pavement Marking and Signage Plan

E-110– Floor Plans – Lighting

REISSUED OR INTRODUCED SPECIFICATIONS

Section 012501 – add Substitution Request Form (see attached)

Section 210548 – add Vibration and Seismic Controls for Fire-Suppression piping and Equipment

Section 211313 – Wet-Pipe Sprinkler System

Section 220548 – add Vibration and Seismic Controls for Plumbing Piping and Equipment

Section 221116 – Domestic Water Piping

Section 221316 – Sanitary Waste and Vent Piping

Section 221319 – Sanitary Waste Piping Specialties

Section 223400 – Fuel-Fired, Domestic-Water Heaters

Section 230529 – add HVAC Vibration, Wind and Seismic Controls

Section 231123 – Facility Natural-Gas Piping

Section 232300 – Refrigerant Piping

Section 233113– Metal Ducts

Section 233423 – HVAC Power Ventilators

Section 233450 – Engine Exhaust Removal

Section 235416.13 – Gas-Fired Furnaces

Section 235523.13 – Low-Intensity, Gas-Fired, Radiant Heaters

Section 238239.16 – Propeller Unit Heaters

Section 260548 – add Seismic Controls for Electrical Systems

Section 262416 – Panelboards

Section 263213 – Packaged Engine Generator

Section 263600 – Transfer Switches

Section 283111 – Digital, Addressable Fire-Alarm System

SUBSTITUTION REQUESTS

SECTION	MANUFACTURER	PRODUCT	STATUS
047200	Marcstone	Cast Stone Masonry	ACCEPTED
072726	CCW Barritech NP	Fluid Applied Membrane Air Barriers	ACCEPTED
074213	DMI FP1012	Formed Metal Wall Panels	ACCEPTED
074293	DMI FP1012	Soffit Panels	ACCEPTED
084113	Manko Windows	Aluminum-framed Entrances and Storefronts	ACCEPTED
087100	DL Neuner	Door Hardware	ACCEPTED
089119	CSI	Fixed Louvers	ACCEPTED
096723	Stonhard	Resinous Flooring	DECLINED
096723	Florock	Resinous Flooring	PENDING
238236	SRP	Finned-Tube Radiant Heaters	ACCEPTED
283111	Johnson Controls	Digital, Addressable Fire-Alarm System	ACCEPTED
263213	AKSA	Packaged Engine Generators	DECLINED

ADDENDUM NARRATIVES

CIVIL:

DRAWINGS:

Sheet C-131 – Roadway Demolition & Repair Plan:

A. Reissue drawing in its entirety.

Sheet C-132 – Pavement Marking and Signage Plan:

B. Reissue drawing in its entirety.

ARCHITECTURE:

PROJECT MANUAL:

Section 0122100 – 3.4 Schedule of Deferred Submittals Under Delegated Design- add:

4. 211313 FIRE PROTECTION
Wet-Pipe Sprinkler Systems
5. RAMMED AGGREGATE PIERS
S-110 Foundation Plan note #20
6. 210548 – VIBRATION AND SEISMIC CONTROLS FOR FIRE-SUPPRESSION
PIPING AND EQUIPMENT
220548 – VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND
EQUIPMENT
230548 – HVAC VIBRATION, WIND AND SEISMIC CONTROLS
260548 – SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

Section 012501 – add Substitution Request Form (see attached)

Section 074213- 2.2 B. 1. Concealed-Fastener, Lap-Seam Metal Wall Panel, change basis of design to:
McElroy Metal Marquee-Lok 12”
DMI FP1012 is an approved equal.

FIRE PROTECTION AND PLUMBING:

PROJECT MANUAL:

- A. Section 210548 – Vibration and Seismic Controls for Fire-Suppression piping and Equipment
 1. **ADD** entire specification section 210548 as attached.
- B. Section 211313 – Wet-Pipe Sprinkler System
 1. Article 1.5: **ADD** paragraph D as follows:

- “D. Seismic Performance: Sprinkler piping shall withstand the effects of earthquake motions determined according to NFPA 13 and ASCE/SEI 7.”
2. Article 3.2: **ADD** paragraph M as follows:
“M. Install seismic restraints on piping. Comply with requirements for seismic-restraint device materials and installation in NFPA 13.”
- C. Section 220548 – Vibration and Seismic Controls for Plumbing Piping and Equipment
1. **ADD** entire specification section 220548 as attached.
- D. Section 221116 – Domestic Water Piping
1. Article 1.4: **ADD** paragraph C as follows:
“C. Seismic Qualification Certificates: For domestic water piping, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Detailed description of piping anchorage devices on which the certification is based and their installation requirements.”
2. Article 3.9: **ADD** paragraph J as follows:
“J. Seismic-restraint devices are specified in Division 22 Section Vibration and Seismic Controls for Plumbing Piping and Equipment.”
- E. Section 221316 – Sanitary Waste and Vent Piping
1. Article 1.3: **ADD** paragraph B as follows:
“B. Seismic Performance: Soil, waste, and vent piping and support and installation shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.”
2. Article 1.5: **ADD** Article 1.5 as follows:
“1.5 Informational Submittals
A. Seismic Qualification Certificates: For domestic water piping, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Detailed description of piping anchorage devices on which the certification is based and their installation requirements.
B. Field quality-control reports.”
3. Re-number 1.5 Quality Assurance to “1.6 Quality Assurance”.
4. Re-number 1.6 Project Conditions to “1.7 Project Conditions”.
5. Article 3.6: **ADD** paragraph O as follows:
“O. Seismic-restraint devices are specified in Division 22 Section Vibration and Seismic Controls for Plumbing Piping and Equipment.”
- F. Section 221319 – Sanitary Waste Piping Specialties

1. Article 1.5: **ADD** paragraph A as follows:

“A Manufacturer Seismic Qualification Certification: Submit certification that oil interceptors, accessories, and components will withstand seismic forces defined in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment." Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

2. Article 3.2: **ADD** paragraph V as follows:

“V Equipment Mounting:

1. Comply with requirements for vibration isolation and seismic control devices specified in Section 220548 Vibration and Seismic Controls for Plumbing Piping and Equipment.”

G. Section 223400 – Fuel-Fired, Domestic-Water Heaters

1. Article 1.3: **ADD** Article 1.3 as follows:

“1.3 Performance Requirements

- A. Seismic Performance: Commercial domestic-water heaters shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 1. The term “withstand” means “the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event.”

2. Re-number 1.3 Action Submittals to “1.4 Action Submittals”.
3. Re-number 1.4 Informational Submittals to “1.5 Informational Submittals”.

4. Article 1.5 **ADD** paragraph A as follows:

“A. Seismic Qualification Certificates: For commercial domestic-water heaters, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.

3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.”
5. Re-number 1.5 Closeout Submittals to “1.6 Closeout Submittals”.
6. Re-number 1.6 Quality Assurance to “1.7 Quality Assurance”.
7. Re-number 1.7 Coordination to “1.8 Coordination”.
8. Re-number 1.8 Warranty to “1.9 Warranty”.
9. Article 3.1 **ADD** paragraph K as follows:
“K. Install seismic restraints for commercial water heaters. Anchor to substrate.”

HVAC:
PROJECT MANUAL:

- H. Section 230529 – HVAC Vibration, Wind and Seismic Controls
 2. **ADD** entire specification section 230529 as attached.
 - I. Section 231123 – Facility Natural-Gas Piping
 1. Article 1.4 – Action Submittals: **ADD** paragraph B as follows:
 - B. “Delegated-Design Submittal: For natural-gas piping and equipment indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - I. Detail fabrication and assembly of seismic restraints.
 - II. Design Calculations: Calculate requirements for selecting seismic restraints.
 2. Article PART 2 - PRODUCTS: **ADD** part 2.7 EARTHQUAKE VALVES
- 2.7 EARTHQUAKE VALVES
- III. Earthquake Valves, Maximum Operating Pressure of 5 psig: Comply with ASCE 25.
 - IV. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - V. Vanguard Valves, Inc.
 - VI. Listing: Listed and labeled by an NRTL acceptable to authorities having jurisdiction.
 - VII. Maximum Operating Pressure: 5 psig.
 - VIII. Cast-aluminum body with nickel-plated chrome steel internal parts.

- IX. Nitrile-rubber valve washer.
- X. Sight windows for visual indication of valve position.
- XI. Threaded end connections complying with ASME B1.20.1.
Wall mounting bracket with bubble level indicator.

3. Article PART 3 - EXECUTION: **ADD** part 3.5; D

- D. Install earthquake valves aboveground outside buildings according to listing.

4. Article PART 3 - EXECUTION: **ADD** part 3.7; C

- C. Comply with requirements for seismic-restraint devices specified in Section 230548 "HVAC, Vibration, Wind and Seismic Controls."

5. Article PART 3 - EXECUTION: **ADD** part 3.15 - DEMONSTRATION; A

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain earthquake valves.

J. Section 232300 – Refrigerant Piping

1. Article PART 3 - EXECUTION: **ADD** part 3.8; A

- A. Comply with requirements for seismic restraints in Section 230548 "HVAC, Vibration, Wind and Seismic Controls."

K. Section 233113– Metal Ducts

1. Article 1.3 – Performance Requirements: **ADD** paragraph B:

- B. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and ASCE/SEI 7. Seismically brace duct hangers and supports in accordance with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."

2. Article 1.5 – Action Submittals: **ADD** paragraph A, B and C as follows:

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:
 - 1. Seismic-restraint devices.
- B. Shop Drawings:
 - 1. Hangers and supports, including methods for duct and building attachment and seismic restraints.
- XII. Delegated-Design Submittal:
- XIII. Design Calculations: Calculations for selecting seismic restraints.
 - 3. Article 2.6 – Seismic Restraint Devices: **ADD** Section 2.6 as follows:

2.6 SEISMIC-RESTRAINT DEVICES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - XIV. Atkore International (Unistrut).
 - XV. Ductmate Industries, Inc.
 - XVI. Hilti, Inc.
 - XVII. Kinetics Noise Control, Inc.
 - XVIII. Mason Industries, Inc.
- B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to authorities having jurisdiction.
 - XIX. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- C. Channel Support System: Shop- or field-fabricated support assembly made of slotted steel channels rated in tension, compression, and torsion forces and with accessories for attachment to braced component at one end and to building structure at the other end. Include matching components and corrosion-resistant coating.
- XX. Restraint Cables: ASTM A603, galvanized-steel cables with end connections made of galvanized-steel assemblies with brackets, swivel, and bolts designed for restraining cable service; and with an automatic-locking and clamping device or double-cable clips.
- XXI. Hanger Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections to hanger rod.
- XXII. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type. Select anchor bolts with strength required for anchor and as tested in accordance with ASTM E488/E488M.

4. Article 3.9 – Seismic Restraint-Device Installation: **ADD** Section 3.9 as follows:

3.9 SEISMIC-RESTRAINT-DEVICE INSTALLATION

- A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."
- XXIII. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
- XXIV. Brace a change of direction longer than 12 feet.
- B. Select seismic-restraint devices with capacities adequate to carry present and future static and seismic loads.
- C. Install cables so they do not bend across edges of adjacent equipment or building structure.
- D. Install cable restraints on ducts that are suspended with vibration isolators.
- E. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction.
- F. Attachment to Structure: If specific attachment is not indicated, anchor bracing and restraints to structure, to flanges of beams, to upper truss chords of bar joists, or to concrete members.

XXV. Drilling for and Setting Anchors:

- XXVI. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcement or embedded items during drilling. Notify Architect if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
- XXVII. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
- XXVIII. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
- XXIX. Set anchors to manufacturer's recommended torque, using a torque wrench.

XXX. Install zinc-coated steel anchors for interior applications and stainless-steel anchors for applications exposed to weather.

L. Section 233423 – HVAC Power Ventilators

1. Article 1.4 – Action Submittals: **ADD** Part B as follows:

B. Shop Drawings:

1. Design Calculations: Calculate requirements for selecting seismic restraints.

2. Article 2.5 – Performance Requirements: **ADD** 2.5 as follows:

2.5 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: HVAC power ventilators shall withstand the effects of earthquake motions determined according to **ASCE/SEI 7**. See Section 230548 "HVAC, Vibration, Wind and Seismic Controls."

3. Article Part 3 - Execution: **ADD** G as follows:

G. Equipment Mounting:

Comply with requirements for vibration isolation and seismic-control devices specified in Section 230548 "HVAC, Vibration, Wind and Seismic Controls."

M. Section 233450 – Engine Exhaust Removal

1. Article 1.12 – Action Submittals: **ADD** 1.12 Action Submittals as follows:

1.12 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:

1. Seismic-restraint devices.

- B. Shop Drawings:

1. Hangers and supports, including methods for duct and building attachment and seismic restraints.

- C. Delegated-Design Submittal:

1. Design Calculations: Calculations for selecting seismic restraints.

N. Section 235416.13 – Gas-Fired Furnaces

1. Article 1.3 – Action Submittals: **ADD** C, D and E as follows:

- C. Product Data: For each type of the following products:

1. Seismic-restraint devices.

- D. Shop Drawings:

1. Hangers and supports, including methods for duct and building attachment and seismic restraints.

- E. Delegated-Design Submittal:

1. Design Calculations: Calculations for selecting seismic restraints.

- O. Section 235523.13 – Low-Intensity, Gas-Fired, Radiant Heaters
 - 1. Article 1.3 – Action Submittals: **ADD** C, D and E as follows:
- C. Product Data: For each type of the following products:
 - 1. Seismic-restraint devices.
- D. Shop Drawings:
 - 1. Hangers and supports, including methods for duct and building attachment and seismic restraints.
- E. Delegated-Design Submittal:
 - 1. Design Calculations: Calculations for selecting seismic restraints.
- P. Section 238239.16 – Propeller Unit Heaters
 - 1. Article 1.4 – Action Submittals: **ADD** B, C and D as follows:
- B. Product Data: For each type of the following products:
 - 1. Seismic-restraint devices.
- C. Shop Drawings:
 - 1. Hangers and supports, including methods for duct and building attachment and seismic restraints.
- D. Delegated-Design Submittal:
 - 1. Design Calculations: Calculations for selecting seismic restraints.

ELECTRICAL:

PROJECT MANUAL:

Specification Section 260548 – Seismic Controls for Electrical Systems:

- A. Add specification section 260548 as attached.

Specification Section 262416 – Panelboards:

- A. Reference section 2.4-B.-1. Delete and replace as follows:
Adjustable Electronic Trip LI (Basic - Long time, Instantaneous) for circuit breaker Trip ratings 250Amp and larger.

Specification Section 263213 – Packaged Engine Generator:

- A. Make the following revisions:
 - 1. Reference section 1.2-A.-1. Revise generator rating from 150kw to 125kw.
 - 2. Reference section 2.1-A. Delete Generac as the Basis of Design generator. Kohler is the only approved manufacturer/supplier.
 - 3. Reference section 2.2-B.-1. Revise generator rating from 150kw to 125kw.

Specification Section 263600 – Transfer Switches:

- A. Make the following revisions:
 - 1. Section 2.3-B. Delete and replace with the following:

“Automatic Open-Transition Transfer Switches: Interlocked to prevent the load from being closed on both sources at the same time. Sources shall be mechanically and electrically interlocked to prevent closing both sources on the load at the same time.”

- 2. Delete section 2.2-H.
- 3. Delete section 2.3-G.
- 4. Delete section 3.3-B.-5.

Specification Section 283111 – Digital, Addressable Fire-Alarm System:

- A. Reference paragraph 2.1-A. Add the following as approved manufacturers/suppliers:
 - 1. Simplex/Johnson Controls.
 - 2. Johnson Controls/Autocall
- B. Reference section 2.5. Delete all references to “Heat Detector” function. Smoke, and CO detection is adequate for detector functionality where indicated on drawings.

DRAWINGS:

Sheet #E-010 – Site Plan-Electrical:

- A. Reference fixture type ‘OA1’ on southeast corner of property. Move fixture approximately 28’ west to align with ‘OA1’ fixture on North side of turnaround drive.

Delete General Note #6.

Sheet #E-110 – Floor Plans-Lighting:

- A. Delete General Note #6, and add fixture type ‘DL1’ in soffits as per reissued drawing.

Sheet #E-111 – Floor Plans-Power:

- A. Reference non-fused disconnect switch in room #123. Move to room #119 noted as “For GWH-1”. Disconnect can be motor rated, lockable, SPST switch.
- B. Reference AFS#1, and AFS #3 in room #100. Reference Plan Note #6 to each AFS.

Sheet #E-501 – Lighting Schedules:

- 7. Reference the Fixture Schedule. Make the following revisions:

AP1 - Add Stone Lighting #PD238OPSNL3M AS A Pre-Approved equal.

- DA1 - Revise Lumens from “9000” to “900”. Delete Lithonia REAL-Series and add Lithonia #WF6-ADJ-LED-30K40K50K-90CRI as a Pre-Approved Equal.
- DL1 - Revise Manufacturer and Model to Lithonia #LDN6-35/10-MVOLT0GZ10(HSG)/LO6AR-LSS TRIM
- DL2 - Revise Manufacturer and Model to Lithonia #LDN6-35/10-MVOLT0GZ10(HSG)/LO6AR-LSS TRIM
- EW2 - Add Lithonia #INDL-SP64OL-UVOLT-LTP-SDRT as a Pre-Approved equal.
- EW3 - Add Lithonia #INDL-SP64OL-UVOLT-LTP-SDRT-HO as a Pre-Approved equal.
- LH1 - Add Hubbell #UTB-4K-OP16-MO-U-CD-GR-N as a Pre-Approved equal.
- LR1 - Revise Manufacturer and Model to Lithonia #CPanel-2X2-24/33-44lm-35k-m4.
- UC1 - Revise model and catalog number to Juno #UCES-12IN-SWW4-90CRI-WH-M6.
- UC2 - Revise model number to Juno #UCES-36IN-SWW4-90CRI-WH-M6.
- WB1 - Add Luminis #EC611-L1W18r1-120V-TBD-K35-EC6W as a Pre-Approved Manufacturer and Model number.
- WB2 - Add Luminis #EC852-L3L20-120V-TBD-K35 as a Pre-Approved Manufacturer and Model number.
- OA1 - Add Luminis #EC801-L2W30-R3-120V-TBD-K35 w/ PAA514 Pole as a Pre-Approved Manufacturer and Model number.
- OA1-II - Add Luminis #EC801-L2W30-R2-120V-TBD-K35 w/ PAA514 Pole as a Pre-Approved Manufacturer and Model number.
- OA1-II - Add Lithonia #OFL1-LED-P1-40K-MVOLT-YK-DDBXD-M4 as a Pre-Approved Manufacturer and Model number.

END OF DOCUMENT

June 25, 2020

BIDDING AND CONTRACT REQUIREMENTS

Document 009113 – Addendum No. 002

Dewberry Architects Inc.
401 SW Water Street, Suite 701
Peoria, IL 61602

TO: PROSPECTIVE BIDDERS
Dewberry Architects Inc. Project No. 50111233

RE: ADDENDUM NO. 002 TO THE BID DOCUMENTS FOR:
DECATUR FIRE DEPARTMENT FIRE STATION 3

This Addendum is part of the bidding and contract documents and modifies the original bid documents dated May 21, 2020. Acknowledge receipt of this Addendum in space provided on the Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

I. CLARIFICATION

A. Response to requested bid date extension. Bidding schedule shall be revised as follows:

Final Bidder RFI Question date-	Tuesday	June 30, <u>2020</u>
Final Addendum Issue date-	Thursday	July 02, <u>2020</u>
Bid Submittal date-	Tuesday	July 07, <u>2020</u>

Note: If required, an updated bid form will be issued with the final addendum reflecting all modifications implicated by the developments of the inquiry and clarification process.

II. PROJECT SUBSTANTIAL COMPLETION DATE

A. This Addendum alters the Project Substantial Completion Date to **April 02, 2021**.

This Addendum consists of this page and 2 attachment(s).

Attachment(s)

Reissued Drawings – see list below

Reissued or Introduced Specifications – see list below

III. RFI QUESTIONS & ANSWERS

- Q1: Closet 123 on floor plan 3/A-111 calls for PLAM-1 but section 1/A-401 calls for ¾" solid lumber painted. Please clarify?
- A1: Please provide the direction from 1/A-401.
- Q2: Where is the intended location for work associated with detail 16/C-501?
- A2: That work is along the North edge of the pavement. It is mislabeled 7/C-501 on C/130. (see CIVIL narrative comments below)
- Q3: The hardware schedule sets in the specifications do not match the plan sets. Which should be used?
- A3: Plan sets have been updated and clarified, specification sets have been coordinated. (See ARCHITECTURE narrative comments below)
- Q4: Opening 100C is indicated as a wood door. Should this be a hollow metal door?
- A4: Door schedule is corrected to Galvanized Hollow Metal for that opening. (See ARCHITECTURE narrative comments below)
- Q5: Several openings indicated to be fire rated do not include gaskets or closers in the associated hardware sets. Please advise?
- A5: Plan sets have been corrected to include these elements, specification sets have been coordinated. (See ARCHITECTURE narrative comments below)
- Q6: Is the owner providing the network switches, or is that to be provided under division 27? If it is being provided by division 27, who will be responsible for switch configuration? (Refer to detail 1/T-201)
- A6: All LAN related gear including switches, routers, firewalls, and servers will be provided by the owner.
- Q7: Two specification sections are provided for signage (10 1423, 10 1429) Which applies?
- A7: Disregard Section 10 1429. Refer to Section 10 1423.
- Q8: For sign Type B, please clarify Storm Shelter signage content requirements?
- A8: Refer to ICC500 – 2014 requirements. (see attached extracted page 23 for signage).
- Q9: Will signage plans and details be available prior to bid time?
- A9: Signage will installed according to the requirements of ADASAD 2010.
- Q10: Will there be any exterior signage needed for this project?
- A10: There is no plan for exterior building signage in the project. See CIVIL for site signage.

- Q11: Is tempered glass required in all windows or only in code required applications?
- A11: Tempered glass is only required in Code mandated areas.
- Q12: Is argon allowed to achieve the required thermal performance criteria.
- A12: Argon fill is acceptable.
- Q13: The glass specifications request a VLT of 75%. With the low-e coatings needed to achieve thermal performance of .27 or better the VLT will be .47. Please advise?
- A13: A VLT of .47 as associated with a low-e coating and thermal performance of .27 is acceptable.
- Q14: The requested SHGC is .40. For a U-value of 27 the SHGC is .25. Please advise?
- A14: A SHGC of .25 as associated with a U-value of 27 is acceptable.
- Q15: The plans call for primed interior finish and the specifications call for unfinished interior. Please clarify which is intended?
- A15: The interior finish for wood windows is to be factory primed.
- Q16: The size options for the muntins with our system are either 7/8" or 1 1/4". Which is preferred?
- A16: Muntins in the 7/8" size are preferred.
- Q17: Is a screen mesh size of 18x18 acceptable?
- A17: 18x18 screen mesh is acceptable.
- Q18: The wood window exterior finish calls for manufacturer's standard powder coat finish. Our standard exterior finish is a multi-step baked on enamel. Is this an acceptable alternative?
- A18: The standard baked on enamel finish is acceptable in the full range of standard colors.

REISSUED DRAWINGS

- C-01 – Additional Boring Locations (included for reference to Geotechnical report)
- A-601 – Openings Schedules and Elevations

REISSUED OR INTRODUCED SPECIFICATIONS

- Section 087100 – Door Hardware
- ICC500 – Standard for the Design and Construction of Storm Shelters – 2014 – page 23.

SUBSTITUTION REQUESTS

SECTION	MANUFACTURER	PRODUCT	STATUS
074293	McElry Metal	24 ga. STL vented in lieu of .032 AL vented	APPROVED
085200	Kolbe	Wood Wondows	APPROVED
096723	Florock	Resinous Flooring	PENDING

ADDENDUM NARRATIVES

CIVIL:

DRAWINGS:

Sheet C-01 – Additional Boring Locations (included for reference to Geotechnical report)

Sheet C-130 – Site Development Plan:

- A. Refer to section marker at the north end of the site on “NEW 6” CONC BARRIER CURB” along existing asphalt pavement. REVISE section marker from “7/C-501 SIM” TO “16/C-501.

ARCHITECTURE:

PROJECT MANUAL:

Section 08 7100 – Door Hardware Schedule REVISED – see attached.

2.15 HARDWARE PRODUCTS

ITEM	SPECIFIED	APPROVED EQUAL
Hinges	Ives	Bommer; Stanley
Locksets	Schlage	Falcon; Sargent
Exit Device	Von Duprin	No Substitution
Closers	LCN	Falcon; Sargent
Flatgoods	Ives	Burns; Trimco
Stops	Ives	Burns; Trimco
Thresholds	Zero	National Guard; Reese
Weatherstrip	Zero	National Guard; Reese
Magnetic Hold Open	Sentronic	Dormakaba

DOOR HARDWARE SCHEDULE HARDWARE GROUP NO. 01

FOR USE ON MARK/DOOR #(S): AL-1

EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1 EA	CONT. HINGE	112HD / 224HD AS REQUIRED	628	IVE
1 EA	PANIC HARDWARE	9949-EO	626	VON
1 EA	PANIC HARDWARE	9949-NL-OP-110MD	626	VON
1 EA	RIM CYLINDER	20-022	626	SCH

2 EA	90 DEG OFFSET PULL	8190HD 10" O	630	IVE
1 EA	SURFACE CLOSER	4050 SCUSH	689	LCN
1 EA	THRESHOLD	65A-MSLA-10	A	ZER
1 EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE

NOTE: WEATHERSTRIP, DOOR SWEEPS, DRIP CAP TO BE PROVIDED COMPLETE BY DOOR MANUFACTURER.

HARDWARE GROUP NO. 02

FOR USE ON MARK/DOOR #(S): 117

EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3 EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1 EA	CLASSROOM LOCK	ND70PD SPA	626	SCH
1 EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1 EA	WALL STOP	WS406/407CCV	630	IVE
1 EA	GASKETING	188S-BK (X INTUMESCENT WHERE REQ'D) S-BK		ZER

HARDWARE GROUP NO. 03

FOR USE ON MARK/DOOR #(S): 119

EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3 EA	HW HINGE	5BB1HW 4.5 X 4.5	652	IVE
1 EA	PASSAGE SET	ND10S SPA	626	SCH
1 EA	SURFACE CLOSER	4050 RW/PA	689	LCN
1 EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1 EA	WALL STOP	WS406/407CCV	630	IVE
2 EA	FLUSH BOLT	261 4"	619	IVE
1 EA	GASKETING	188S-BK (X INTUMESCENT WHERE REQ'D) S-BK		ZER

HARDWARE GROUP NO. 04

FOR USE ON MARK/DOOR #(S): 100C, 113, 114

EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3 EA	HW HINGE	5BB1HW 4.5 X 4.5	652	IVE
1 EA	PANIC HARDWARE	9949-EO	626	VON
1 EA	PANIC HARDWARE	9949-NL-OP-110MD	626	VON
1 EA	ENTRANCE SET	ND53PD SPA	626	SCH
1 EA	SURFACE CLOSER	4050 SCUSH	689	LCN
1 EA	THRESHOLD	65A-MSLA-10	A	ZER
1 EA	DOOR BOTTOM	361AA6	AA	ZER
1 EA	GASKETING	188S-BK (X INTUMESCENT WHERE REQ'D) S-BK		ZER

HARDWARE GROUP NO. 05

FOR USE ON MARK/DOOR #(S): 110, 111A, 111B, 111C

EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3 EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1 EA	PRIVACY LOCK	ND40S SPA	626	SCH
1 EA	SURFACE CLOSER	4050 SCUSH	689	LCN
1 EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1 EA	WALL STOP	WS406/407CCV	630	IVE

HARDWARE GROUP NO. 06

FOR USE ON MARK/DOOR #(S): 102; 109B, 121, 122, 123

EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3 EA	HW HINGE	5BB1HW 4.5 X 4.5	652	IVE
1 EA	PASSAGE SET	ND10S SPA	626	SCH
1 EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1 EA	WALL STOP	WS406/407CCV	630	IVE
1 EA	DOOR BOTTOM	361AA6	AA	ZER
1 EA	GASKETING	188S-BK (X INTUMESCENT WHERE REQ'D) S-BK		ZER

HARDWARE GROUP NO. 07

FOR USE ON MARK/DOOR #(S): 103, 104, 105, 106, 107, 108, 112, 115

EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3 EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1 EA	PASSAGE SET	ND10S SPA	626	SCH
1 EA	SURFACE CLOSER	4050 CUSH	689	LCN
1 EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1 EA	WALL STOP	WS406/407CCV	630	IVE
1 EA	DOOR BOTTOM	361AA6	AA	ZER
1 EA	GASKETING	188S-BK (X INTUMESCENT WHERE REQ'D) S-BK		ZER

HARDWARE GROUP NO. 08

FOR USE ON MARK/DOOR #(S): 101

EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3 EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1 EA	PASSAGE SET	ND10S SPA	626	SCH
1 EA	SURFACE CLOSER	4050 CUSH	689	LCN
1 EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1 EA	WALL STOP	WS406/407CCV	630	IVE
1 EA	MAG. HOLD OPEN	SEM 7800 SERIES	AL	SEN
1 EA	DOOR BOTTOM	361AA6	AA	ZER
1 EA	GASKETING	188S-BK (X INTUMESCENT WHERE REQ'D) S-BK		ZER

HARDWARE GROUP NO. 09
 FOR USE ON MARK/DOOR #(S): 109A
 EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3 EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1 EA	PASSAGE SET	ND10S SPA	626	SCH
1 EA	SURFACE CLOSER	4050 CUSH	689	LCN
1 EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1 EA	WALL STOP	WS406/407CCV	630	IVE
1 EA	MAG. HOLD OPEN	SEM 7800 SERIES	AL	SEN
1 EA	GASKETING	870AA	AA	ZER

HARDWARE GROUP NO. 10
 FOR USE ON MARK/DOOR #(S): AL-2
 EACH TO HAVE:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1 EA	CONT. HINGE	112HD / 224HD AS REQUIRED	628	IVE
2 EA	90 DEG OFFSET PULL	8190HD 10" O	630	IVE
1 EA	SURFACE CLOSER	4050 SCUSH	689	LCN
1 EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1 EA	GASKETING	870AA	AA	ZER

Section 10 1429 – REMOVE in its entirety.

DRAWINGS:

Sheet A-601 - Openings Schedules and Elevations:

Door Schedule REVISED

Hardware Schedule REVISED

HVAC:

DRAWINGS:

Sheet #M-300 – Mechanical Details; Detail 4:

- A. Change the rectangular-to-round fitting to a spin-in fitting as indicated in Detail 5.

Sheet #M-300 – Mechanical Details; Detail 6:

- B. Change “Insulated sheet metal plenum” to “Insulated intake sheet metal plenum”. The plenum is insulated and not lined.
- C. Change the title of Detail 6 to “MECH – INTAKE LOUVER WITH PLENUM”

CLARIFICATIONS:

Flexible Connections:

- a. Flexible connections shall be used for all exhaust fans (EF). Flexible connections are not required on the furnaces.

Round Ductwork:

- a. Snap-lok duct and adjustable elbows are allowed.

Refrigerant Piping:

- a. Line sets for refrigerant piping are allowed.

PVC Piping:

- a. Furnace flues may use PVC piping rated for furnace use.
- b. Condensate drain lines may use PVC piping.

ELECTRICAL:

DRAWINGS:

Sheet #E-110 – Floor Plans-Lighting:

- D. Reference room #100. Revise fixture type 'XT1' to fixture type 'XT3'.

Sheet #E-501 – Lighting Schedules:

- B. Reference the Fixture Schedule. Make the following revisions:

AP1 - Add QuantaLight #2429-33/0053-6 as a Pre-Approved Manufacturer and Model number.

DA1 - Add Contraste #UR3A-S-01-3590-M as a Pre-Approved Manufacturer and Model number.

DL1 - Add Nora Lighting #NHM2-611-L09-35-F-CW-NHRMIC2-609 as a Pre-Approved Manufacturer and Model number.

DL2 - Add Nora Lighting #NOXTW-5631-3500K-WW/NH-26Q as a Pre-Approved Manufacturer and Model number.

EW1 - Add Lightalarms #LCA-2RHL-ID as a Pre-Approved Manufacturer and Model number.

EW2 - Add Beghelli #EL-SE-205LED-120/277V as a Pre-Approved Manufacturer and Model number.

LH1 - Add Daybrite #RBX-12L-835-UNV-WT-ARR165 as a Pre-Approved Manufacturer and Model number.

LI1 - Add Daybrite #FSS-4-30L-835-UNV-DIM Pre-Approved Manufacturer and Model number.

LR1 - Add Daybrite #2FXP-38B-835-2-DS-UNV-DIM as a Pre-Approved Manufacturer and Model number.

LW1 - Add Lumencia #LLFL02394D-VT-3000K as a Pre-Approved Manufacturer and Model number.

UC1 - Add Primus #ALX7-L-35K-DO-UNV-W-1' as a Pre-Approved Manufacturer and Model number.

UC2 - Add Primus #ALX7-L-35K-DO-UNV-W-3' Pre-Approved Manufacturer and Model number.

XT1 - Add Lightalarms – QXLN-Series, and Beghelli #STX-SA-LR-U as a Pre-Approved Manufacturer and Model number. Provide unit with Self-Diagnostics, and Emergency battery back-up.

XT2 - Add Lightalarms #QLXN500-RN-ID, and Beghelli #STX-SA-LR-U as a Pre-Approved Manufacturer and Model number.

XT3 - Add Fixture Type. Fixture shall be a Vandal-Resistant, Nema 4x with emergency battery back-up, and self-diagnostics; Lithonia #LVS-W-1-R-120/277-ELN-SD or Pre-Approved equal. Lightalarms – WW-XVE-1-D-4X, and Beghelli #FTZ-SA-LR-U-U are Pre-Approved Manufacturers and Model numbers.

OL1 - Add Stonco #FL20-NW-G1-k-FL-8-BZ as a Pre-Approved Manufacturer and Model number.

END OF DOCUMENT

July 02, 2020

BIDDING AND CONTRACT REQUIREMENTS

Document 009113 – Addendum No. 003

Dewberry Architects Inc.
401 SW Water Street, Suite 701
Peoria, IL 61602

TO: PROSPECTIVE BIDDERS
Dewberry Architects Inc. Project No. 50111233

RE: ADDENDUM NO. 003 TO THE BID DOCUMENTS FOR:
DECATUR FIRE DEPARTMENT FIRE STATION 3

This Addendum is part of the bidding and contract documents and modifies the original bid documents dated May 21, 2020. Acknowledge receipt of this Addendum in space provided on the Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

I. CLARIFICATION

A. Response to requested bid date extension. Bidding schedule shall be revised as follows:

Bid Submittal date- Tuesday July 07, 2020 **before 2pm local time**

This is the final Bidding Period Addendum.

This Addendum consists of this page and 2 attachment(s).

Attachment(s)

Reissued Drawings – see list below
Reissued GC Plan Holder List

II. RFI QUESTIONS & ANSWERS

Q1: Detail 12/A-323 indicates a 1 hour rated gyp. bd. lid and Detail 8/A-323 indicates a gyp. bd. ceiling on furring. What are the extents of these applications?

A1: The 1 hour rated lid in Detail 12/A-323 no longer applies. The single layer of gyp. bd. condition from Detail 8/A-323 is only above rooms 119, 121, and 122. This is to isolate these spaces from the truss space to avoid the need for a hi-lo fire protection solution at the adjacent ceiling in room Fitness 120. Other gyp. bd. ceilings, below the level of the truss bottom chord bearing are as per the RCP.
(I am anticipating 4'-0" spacing on the trusses but this is subject to delegated design. This is not a fire rated lid but is intended to maintain plenum consistency. Penetrations will need to be mudded for small elements such as conduit or pipes and trimmed out with sheet metal angles for elements such as duct or similar to maintain this continuity of ceiling but not fire caulked unless annular spaces become excessive).

- Q2: Can you please provide cut sheets for sheer wall systems for the project?
- A2: The shear wall design is part of the delegated responsibilities associated with the metal stud engineering. This may vary dependent on the approach taken by the GC and their consulting engineer.
- Q3: Are the low trusses on the apparatus bay cold formed framing or steel?
The architectural and structural have conflicting details.
- A3: The structural documents will dictate systems.
- Q4: What is the desired overall thickness of the nailbase? Specs only state thickness for the OSB.
- A4: The vented nail base is to be 7" in total thickness. (See table on Sheet G-002)
- Q5: Detail 3 on A/322 directs you to typical roof and wall notes C5/A-313. I don't see sheet A-313, please advise?
- A5: This is now Detail 2/S-400.
- Q6: Casework details indicate cabinet doors which are 1 1/2" thick. Is it permissible to utilize 1x4 solid maple stiles and rails with 3/4" maple veneer door panels?
- A6: This is permissible and can be worked through during the shop drawing process.
- Q7: Detail 2/A-402 text indicates a drawer but none is show in drawings. Please clarify?
- A7: The "bedding cubbie" text simply indicates a cabinet without a shelf or hanger rod.
- Q8: Are white maple interior veneer surfaces meant to be stained to match exterior surfaces?
- A8: Cabinet interiors are to be white melamine, maple at adjustable shelves to match cabinet exterior. (all stained maple casework surfaces to match pre-finished wood door stain).
- Q9: Are there to be panelized end panels at the Kitchen island to match the back panels as shown in Detail 13/A-401?
- A9: Yes. They are to have similar construction, materials, and recessed panels.
- Q10: Are we to provide an interchangeable core or conventional core for door hardware sets?
- A10: Please provide conventional cores.
- Q11: For Opening AL-1, would a single rim panic device with (1) pull be more appropriate given the single door application?

- A11: Yes. Please provide hardware for a single door in this location.
- Q12: For Opening 119, should a kickplate and closer should be included on the inactive leaf?
- A12: Yes. Please provide both for the inactive leaf.
- Q13: Opening 100C and 114, would a single rim panic device without cylindrical lockset be more appropriate given the single door egress application?
- A13: Yes. Please provide hardware for a single door with panic hardware in these locations.
- Q14: Opening 113, would a single rim panic device without cylindrical lockset be more appropriate given the single door egress application? Should this be a fire exit device?
- A14: Yes. Please provide hardware for a single door with panic hardware in this location and include a fire exit device for ease of access to the Apparatus Bay.
- Q15: Opening 109A, should this opening include a door bottom for noise reduction?
- A15: No. This door will remain open on magnetic hold open and only be closed in the case of a fire alarm activation.
- Q16: Civil drawing C-101 indicates existing grade at approximately El. 657 to 660 feet, geotechnical report indicates surface elevation of approximately 646 feet. Is there a conversion from geotechnical elevations to civil drawings?
- A16: Geotechnical datum source is unknown. Please coordinate boring elevations from stated depth coordinated with location on the site plan and provided civil grades.
- Q17: Detail #3 on Sheet E-301 states "not used". Please confirm this is correct and will not be required for the telecom conduits on reflected on Sheet T-10?
- A17: See reissued sheet attached.
- Q18: Please confirm the low voltage wiring (lighting control, fire alarm, telecom, etc.) can be free-air above accessible ceilings?
- A18: The lighting control wire may be run outside of conduit as plenum rated. Fire alarm shall be in red conduit per specifications. All other systems shall be in conduit unless otherwise permitted in section specifications.

REISSUED DRAWINGS

C-131 - ROADWAY DEMO & REPAIR PLAN

C-132 - PAVEMENT MARKING AND SIGNAGE PLAN

E-301 - ELECTRICAL DETAILS

SUBSTITUTION REQUESTS

SECTION	MANUFACTURER	PRODUCT	STATUS
033000	Tex-Trude	Under Slab Vapor Barrier	ACCEPTED
072100	Hunter Panels+polyiso	Vented Nail Base Insulation	DECLINED
072100	ProSeal	Spray Foam Insulation	ACCEPTED
096723	Florock	Resinous Flooring	DECLINED
096723	Tnemec	Resinous Flooring	DECLINED
096723	Terroxy	Resinous Flooring	DECLINED
263213	Generac	Packaged Engine Generators	ACCEPTED
263213	AKSA	Packaged Engine Generators	DECLINED
283111	Fire-Lite	Digital, Addressable Fire-Alarm System	ACCEPTED

ADDENDUM NARRATIVES

CIVIL:

DRAWINGS:

Sheet C-131 – Roadway Demolition & Repair Plan:

A. Reissue drawing in its entirety.

Sheet C-132 – Pavement Marking and Signage Plan:

B. Reissue drawing in its entirety.

STRUCTURAL

DRAWINGS:

S-001 General Structural Notes:

X. STEEL JOISTS AND GIRDERS

ADD A.4 TRUSS MEMBER DESIGN SHALL CONSIDER UNBALANCED LIVE LOAD WITH FULL DEAD LOAD, AS WELL AS FULL DEAD AND LIVE LOAD.

ADD A.5 ROOF TRUSSES SHALL BE DESIGNED FOR A MINIMUM UNIFORM SUPERIMPOSED DEAD LOAD OF 15 PSF AND LIVE LOAD OF 20 PSF, ON THE TOP CHORD HORIZONTAL PROJECTION, UNLESS NOTED OTHERWISE.

ADD A.6 ROOF TRUSSES SHALL BE DESIGNED FOR A MINIMUM UNIFORM SUPERIMPOSED DEAD LOAD OF 5 PSF ON THE BOTTOM CHORD, UNLESS NOTED OTHERWISE.

ARCHITECTURE:

PROJECT MANUAL:

Section 072100 – OMIT PART 2 PRODUCTS 2.5 B. Cover Board. (not used in project).

Section 074213 – REVISE 2.2 CONCEALED-FASTENER, LAP SEAM METAL WALL PANELS B. 2.
b. Exterior Finish “stucco-embossed” to “smooth”.

DRAWINGS:

Detail 12/A-323. DELETE Note “1 HR RATED LID UL DESIGN NO. P515” REPLACE with “5/8 TYPE X GYP. BD. CONTINUOUS CEILING- SEE RCP FOR ROOMS 119, 121,122”.

ELECTRICAL:

PROJECT MANUAL:

Specification Section 263213 – Packaged Engine Generator:

A. Make the following revisions:

1. Reference section 2.1-A. Add Generac back as an approved manufacturer for the generator.

Specification Section 283111 – Digital, Addressable Fire-Alarm System:

A. Reference paragraph 2.1-A. Add the following as approved manufacturers/suppliers:

1. Fire-Lite Alarms (Honeywell)

DRAWINGS:

Sheet #E-301 – Electrical Details:

A. Reference detail #3. Revise detail as per revised sheet #E-301.

END OF DOCUMENT

FINAL PROJECT BIDDING ADDENDUM

SECTION 002114B – CITY OF DECATUR TERMS & CONDITIONS AND MINORITY PARTICIPATION GOALS:

A. CITY OF DECATUR TERMS & CONDITIONS:

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.

- 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.
- 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;
 - (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**

END OF SECTION 002114B

DECATUR FIRE DEPARTMENT
FIRE STATION 3
DECATUR, ILLINOIS

Bid Set
May 21, 2020
Dewberry Architects Inc. 50111233

SECTION 007200 - GENERAL CONDITIONS

PART 1 - GENERAL

1.1 General Conditions

- A. The General Conditions for this Project are the “General Conditions of the Contract for Construction,” American Institute of Architects Document A201, latest edition, including all supplements.

END OF SECTION 007200

SECTION 007300 - SUPPLEMENTARY CONDITIONS

A. ARTICLE 1 – GENERAL PROVISIONS:

- (1) Pursuant to Subparagraph 1.1.1, enumeration of Drawings, Specifications and Addenda is as follows:
 - A. ADDENDA: Contract will include such Addenda as may be issued during the bidding period and acknowledged in the Proposal Forms.
 - B. PROJECT MANUAL dated, March 16, 2020. Refer to “Table of Contents – Bidding Requirements and Contract Documents” bound hereinbefore.
 - C. DRAWINGS: See Document 000115.

B. ARTICLE 2 – OWNER:

- (1) Subparagraph 2.1.2 is deleted in its entirety.
- (2) Subparagraph 2.2.1 is deleted in its entirety.
- (3) Subparagraph 2.3.1 is amended by deleting the comma and the words “except to the extent required by Subparagraph 6.1.3” from line 5.

C. ARTICLE 3 – CONTRACTOR:

- (1) Paragraph 3.4 LABOR AND MATERIALS:

Add the following Subparagraphs 3.4.4., 3.4.5., and 3.4.6 to 3.4:

3.4.4. After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth below and in the General Requirements (Division 1 of the Specifications).

- .1 Required for compliance with subsequent interpretation of code requirements or insurance regulations.
- .2 Unavailability of specified products, through no fault of the Contractor.
- .3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- .4 Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
- .5 When it is clearly seen, in the judgment of the Architect, that a substitution would be substantially to the Owner’s best interest, in terms of cost, time or other consideration.

3.4.5. By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- .5 Will promptly reimburse the Architect/Engineer at A/E's standard hourly rates for review of substitution request, whether or not request is accepted.

3.4.6 Substitution requests shall be written, timely, and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect.

(2) Paragraph 3.6 TAXES. Add the following Subparagraph:

3.6.2 The Owner being a not-for-profit organization, it is believed that none of following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either state, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and in accordance with Article 7.

(3) Paragraph 3.7 PERMITS, FEES and NOTICES; replace Subparagraph 3.7.1 as follows:

The General Contractor shall include in his Bid the amount necessary for the overhead and labor costs necessary to obtain the building permit for the project. In addition, The General Contractor shall obtain other permits, as required, for all work, both permanent and temporary, installed by him or his subcontractors and shall obtain and deliver to the Owner a final certificate of inspection prior to the acceptance of the work by the Architect. The Owner shall reimburse the General Contractor for the actual amounts paid for building permit and utility connection fees. Inspection fees shall be the responsibility of the contractor and shall be included in the bid.

(4) Add the following subparagraph 3.7.1.1:

.1 Certificates of inspection and occupancy shall be delivered to Architect promptly upon receipt.

(5) Paragraph 3.12 Shop Drawings, Product Data and Samples; add the following Subparagraphs 3.12.11 through 3.12.12:

3.12.11 The Contractor shall prepay all shipping costs and otherwise be responsible for the transporting of all shop drawings and samples to the place for review by the Architect.

3.12.12 Before submitting Subcontractor's shop drawings to the Architect, the Contractor shall carefully check such shop drawings and supply field dimensions and any other information requested by the subcontractor. Any marks made by the Contractor or Subcontractor shall be initialed by the party providing said information. The Contractor shall check his Subcontractor's shop drawings for compliance with the Drawings, Specifications, Addenda, Change Orders, and Architect's Supplemental Instructions for coordination with other work and field conditions.

(6) Paragraph 3.18 INDEMNIFICATION.

Delete Subparagraphs in their entirety and replace with the following Subparagraphs 3.18.1 through Paragraph 3.18.5:

3.18.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

3.18.1.1 The foregoing Subparagraph shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, Architect, Architect's consultants, and agents and employees of any of them under the applicable state laws, or similar laws of other governmental bodies having jurisdiction; and further, against claims and judgments arising from violations of public ordinances and requirements of governing authorities due to the Contractor's or Subcontractor's method of execution of the work.

3.18.2 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus cost of travel, long distance telephone and reproduction of documents.

3.18.4 To prevent this provision from being void under applicable law, this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence.

3.18.5 None of the foregoing provisions of Paragraph 3.18 shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them, or either of them, under State or Federal laws, local ordinances, or any applicable rules, laws, and regulations.

- (7) Add the following Paragraph 3.19.

3.19 STATUTORY AND REGULATORY COMPLIANCE

3.19 – In addition to all other requirements set forth in the Contract Documents which require compliance by the Contractor with specific statutes, ordinances, rules or regulations, the Contractor's services will be performed pursuant to, and in strict conformity with, all applicable federal, state and local statutes, ordinances, rules, regulations and guidelines ("Governmental Requirements") in force and effect at the time such services are performed, including, without limitation, all such Governmental Requirements relating to hazardous materials matters, and in accordance with such requirements as may, from time to time, be reasonable directed by the Architect.

D. ARTICLE 4 ADMINISTRATION OF THE CONTRACT:

- (1) Subparagraph 4.1.3 is amended by deleting the words "against whom the Contractor makes no reasonable objection and" from lines 1 and 2 thereof.

E. ARTICLE 5 – SUBCONTRACTORS:

(1) Paragraph 5.1 DEFINITIONS;

Add the following Subparagraph 5.1.1.1.

5.1.1.1 The subcontractor may be identified throughout the Contract Documents where such identification is desirable for clarity, as painting subcontractor, Installer, Painting Contractor, and the like. In the latter example, the term Contractor shall be construed to mean subcontractor.

F. ARTICLE 7 – CHANGES IN THE WORK:

(1) Paragraph 7.2.2, change the subparagraph reference at the end of the sentence to read “....Subparagraph 7.3.10 and 7.3.11.”

(2) Paragraph 7.3, CONSTRUCTION CHANGE DIRECTIVES. Delete Sub-Subparagraphs 7.3.6.4 and 7.3.6.5 in their entirety.

(3) Add the following Subparagraphs 7.3.10. and 7.3.11.

7.3.10 In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the General Contractor [Prime Contractor] for Work performed by the Contractor’s own forces, no more than 15 percent of the cost.
- .2 For the General Contractor, for Work performed by the Contractor’s subcontractor [assigned Prime Contractor], no more than 10 percent of the amount due the subcontractor.
- .3 For each subcontractor, sub-subcontractor, or supplier, involved for Work performed by that subcontractor’s or suppliers own forces, no more than 15 percent of the cost.
- .4 For each subcontractor, for Work performed by the subcontractor’s subcontractor’s, no more than 10 percent of the amount due the sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.6. In no case shall the overhead and profit exceed 25% of the sum of the actual labor and material costs of the added Work.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontract, they shall be itemized. In no case will a charge involving over \$500.00 be approved without such itemization.

- .7 For deleted work the credit shall be the net cost of the work deleted. No adjustment to overhead and profit shall be made.

7.3.11. The overhead and profit charges referred to in the preceding Paragraphs (7.3.3.3, 7.3.6, and 7.3.10 above) shall constitute full reimbursement for all costs of supervision, engineering, field and main office expense, premiums on insurance and bonds, small tools, incidental job burdens, etc.

G. ARTICLE 9 PAYMENTS AND COMPLETION:

- (1) Paragraph 9.3 APPLICATIONS FOR PAYMENT add the following Subparagraphs 9.3.2.1 and 9.3.2.2:

9.3.2.1 The Owner in making payment for materials stored off site will pay the cost of the material and equipment stored plus Contractors' overhead and profit for material only.

9.3.2.2 When materials and equipment are stored off site, at a location in excess of 20 miles from the building site, and when the Owner authorizes or requires the Architect to inspect said materials and equipment, the Contractor shall pay all costs for wages, transportation, lodging, meals and miscellaneous expenses incurred by the Architect relative to said inspection.

- (2) Add Paragraphs 9.3.4, 9.3.5, 9.3.6 and 9.3.7 which shall apply and take precedent:

9.3.4 Requests for payments shall be made on Application and Certificate for Payment, AIA Document G702 forms, accompanied by partial Waiver of Lien in the net amount of the pay request. The Architect will furnish samples of the Certificate Forms.

9.3.5 Requests for Payment shall also be accompanied by Waivers of Lien from each subcontractor and supplier covering the amounts paid by the Owner to the Contractor on their behalf the previous month. Waivers of Lien shall be notarized.

9.3.5.1 Prior to final payment, and with the final Certificate of Payment (as prepared by the Architect), the Contractor shall provide all final Waivers of Lien as follows: The Contractor's final waiver in the full amount of his contract plus any adjustments made by change orders, etc., and final Waivers of Lien from Subcontractors and Suppliers in the full amount of their subcontracts plus any Adjustment, Bonds, Guarantees, etc., as required by the Specifications. Final Waivers of Lien shall be notarized.

9.3.6 Promptly after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Architect for approval the following:

- .1 List of subcontractors and suppliers on AIA Form G-805.
- .2 Contractors schedule of values (CSV) as it will appear on Certificate for Payment (AIA Documents G702 and 703), itemizing line items for General Conditions, Overhead and Profit, Bonds and Insurance, and Division of Work, separating Material and Labor. When, for any reason, the Contractor desires to change the

approved contractor's schedule of values amounts as submitted above, he must resubmit revised CSV to the Architect, and receive approval prior to submitting a subsequent pay request.

- .3 Preliminary Progress Schedule indicating commencement dates and durations for the various phases of the Work along with a schedule for submission of submittals.
- .4 Estimates of Payout Schedule indicating "Net" amount which will be anticipated on each monthly request for payment for the duration of construction.

9.3.7 Payments will be made in accordance with the following procedures.

- .1 Rough drafts of the Request for Payment shall be provided by the Contractor to the Architect seven (7) days prior to the Monthly Progress, Coordination, and Pay Meetings. The rough drafts will be approved by the Architect and the Owner at the Monthly Pay Meetings.
- .2 Certificates for Payment (typed copies) along with accompanying documents certifying to the work performed during the preceding month shall be submitted to the Architect's office within seven (7) days after the Monthly Pay Meeting date. The Architect will check the Certificates, and if in proper form and just, will transmit the Certificates for payment to the Owner with a recommendation for Payment which shall be issued to the Contractor within 21 days from date of the Monthly Pay Meeting.

(3) Paragraph 9.6 PROGRESS PAYMENTS: Add the following Sub-subparagraph 9.6.1:

9.6.1.1 In making progress payments, the Owner will pay 90 percent of the total earned, until the project is at "Final Completion", at which time the Owner will pay 100 percent of the amount earned. Prior to the final payment, the Contractor(s) shall provide all Waivers of Lien, Bonds, Guarantees, etc., as required by the Specifications.

(4) Add the following Subparagraph 9.6.8:

9.6.8 CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE: The following is the procedure to obtain reduction of retainage:

- .1 The Contractor must initiate a written request to the Architect stating his intention to request reduction of retainage.
- .2 The Contractor shall fill out and send to the Architect AIA Document G707A.
- .3 Retainage will be reduced on the basis of the following:

Provided the work is on schedule and the Contractor's performance, in the judgment of the Architect, is exemplary.

The Surety has agreed to the reduction in retainage as indicated on Form G707A above.

- .4 Reduction of retainage shall be subject to agreement by both the Architect and the Owner.
- (5) Subparagraph 9.7.1 is amended by deleting the words “or awarded by arbitration” from line 6 and adding the following words and punctuation after the comma following the word “may” in line 7:
- unless non-issuance of the Certificate for Payment or nonpayment relates to an unresolved dispute concerning Contractor’s performance of the Work,
- (6) Paragraph 9.8 SUBSTANTIAL COMPLETION: Add the following to Subparagraph 9.8.1.1 A “Certificate of Substantial Completion:, AIA Document G704”, will be issued to the Contractor upon satisfactory completion of the preliminary Punch List items in accordance with the provisions states thereon.
- (7) Add the following Subparagraph 9.8.6:
- 9.8.4 If the Architect determines, in response to the foregoing Subparagraphs 9.8.1 and 9.8.2, 9.8.3, 9.8.4, and 9.8.5 that the Work is not sufficiently completed or corrected to justify said inspection, he may decline to make said inspections until the Work has been more fully completed or corrected.

H. ARTICLE 11 INSURANCE AND BONDS:

- (1) Delete Article 11 in its entirety, replace with the following:

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, and for which the Contractor may be liable, whether such operations be by the Contractor or by a Sub-contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers’ or workmen's compensation, disability benefit, and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle; and

- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents, or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Notwithstanding the above, the insurance required by paragraph 11.1 shall be on an occurrence basis.

11.1.2.1 Such insurance shall be written to include the following coverages and for not less than the minimum limits indicated on the sample Certificate of Insurance included in these specifications or greater if required by law:

- .1 Worker's compensation, Occupational Disease and Employer's Liability Insurance:
- A. State: (in which this contract is performed) – Statutory limits.
 - B. Applicable Federal (if any) – Statutory limits.
 - C. Employer's Liability: Bodily Injury by Accident; Bodily Injury by Disease each employee; Bodily Injury by Disease policy limit.
- .2 Commercial General Liability Insurance including as minimum coverages:
- Premises – Operations Liability – Independent Contractor's Protective Liability
 - Products and completed Operations Liability –
- Broad Form Property Damage Endorsement – Blanket Contractual – Personal Injury, with Employment Exclusion deleted.
- A. Special Requirements:
- a. Property Damage Liability Insurance will provide "X, C, and U" (Explosion, collapse and underground hazard) coverage as applicable.
 - b. Products and completed Operations to be maintained for one (1) year after final payment. Damage to material, product or item of equipment itself shall be covered by an Installation Floater on a legal liability basis or by an extension of the manufacturer's warranty.
 - c. The term "caused by accident" if used in bodily injury coverage shall be replaced by the term "occurrence".
 - d. The term "caused by accident" if used in property damage coverage shall be replaced by the term "occurrence".
 - e. The Owner and the Architect shall be named as "additional insureds" on the commercial general liability policy of the General Contractor and/or Subcontractor of any tier.

- B. Limits of Liability: As indicated on sample Accord 25-S Certificate of Insurance.
- .3 Automobile Liability Insurance:
 - A. Special requirements:
 - a. all owned, hired, and non-owned vehicles including the loading or unloading thereof.
 - b. The term “caused by accident” if used in bodily injury coverage shall be replaced by the term “occurrence”.
 - B. Limits of Liability: As indicated on sample Accord 25-S Certificate of Insurance.
- .4 Umbrella/Excess Liability Insurance:
- .5 In addition to the insurance coverages set forth in the Contract Documents, the Contractor shall maintain an umbrella/excess liability policy with coverages for the same hazards as covered under the primary policies, including any special requirements.

Paragraph 11.5.1 conditions apply.

11.1.3 Certificates of Insurance for the above coverages shall be submitted to the Architect for transmittal to the Owner for his approval prior to the start of construction. The Contractor shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each of his Subcontractors before their work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and Owner agree that a reduced coverage is adequate. Each Subcontractor's insurance shall cover the Owner, Architect, their agents, and employees. The Contractor shall submit a statement with each monthly affidavit stating that he has obtained certificates of insurance, or other satisfactory evidence, that all required insurance is in force for each of the Subcontractors listed on his affidavit. If the “additional insured's” have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. Contractors certificates shall be in duplicate on Acord 25-S Certificate of Insurance Form.

11.1.3.1 Certificate of insurance shall contain a statement therein or a rider attached thereto incorporating the indemnity clause stated in Paragraph 3.18 (Indemnification) and Subparagraphs 3.18.1, 3.18.1.1, 3.18.2, 3.18.3, 3.18.4, and 3.18.5 of the General Conditions, and including the changes and addition made in those subparagraphs within these Supplemental General Conditions.

11.1.3.2 These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect. If any of the foregoing insurance coverages are required to

remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

The obligations of the Contractor under the provisions of this article shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agent or employees to the extent that such giving or failure to give is the cause of the injury or damage.

11.1.3.3 These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that names the Architect and their consultants as additional insureds on a primary and non-contributory basis.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's Liability Insurance unless specifically required by the Contract Documents.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the contractor and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.3 The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents and the Labor and Material Payment Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as Security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on AIA Document A-312, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

11.5 MISCELLANEOUS REQUIREMENTS

11.5.1 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than “A” and financial ratings not lower than “XII” in the Best’s Insurance Guide, latest edition in effect as of the date of the Contract.

11.5.2 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. Each Subcontractor shall pay the premium cost and charges for such insurance.

11.5.3 The limits of liability as stated, may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than stated in the requirements.

I. ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

- (1) Paragraph 12.1 UNCOVERING OF WORK: Modify the first sentence of Subparagraph 1.1 to read:

“12.1.1 If a portion of the Work is covered contrary to the request of the Architect or any authorized testing agency employed by the Owner, it must ... remain unaltered”

J. ARTICLE 13 MISCELLANEOUS PROVISIONS

- (1) Add the following Paragraph 13.8 to Article 13:

13.8 EQUAL OPPORTUNITY:

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1.1 The Contractor and the Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of religion, color, sex or national origin.

The Contractor shall take action to insure that applicants are employed, and that are treated during employment without regard to their race, religion, color, sex or national origin. 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 of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.8.1.2 The Contractor and the Contractor’s Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

- (2) Add the following Paragraph 13.9 to Article 13:

13.9 ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES BY THE ARCHITECT

13.9.1 The Contractor shall be obligated to reimburse the Owner for reasonable costs for the following additional professional services for which the Owner will reimburse the Architect. Reimbursement shall be on an hourly basis at the Architect's standard rates, plus reasonable reimbursable expenses billed at a rate of 1.1 times the actual cost to the Architect. A deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner.

13.9.1.1 More than two reviews of the same submittal.

13.9.1.2 Responding to a "Request for Information" (RFI) for which the answer is readily obtainable in the Contract Documents.

13.9.1.3 Preparation and follow up reviews of multiple "Punch Lists" for the same items of work.

13.9.1.4 Construction administration services that extend more than 60 days past the contract date of Substantial Completion. These services include, but are not limited to, all work associated with the following: attending pay/progress meetings, on-site observation, and processing the Application and Certification for Payment.

13.9.2 The Architect will endeavor to notify the Owner and the Contractor prior to performing any work that will result in the aforementioned additional services; and to review any proposed modifications to the contract. Contract modification shall not be contingent, however, upon issuance of any such notice or prior review.

END OF SECTION 007300

SECTION 007301 – CITY OF DECATUR TERMS & CONDITIONS AND MINORITY PARTICIPATION GOALS:

A. CITY OF DECATUR TERMS & CONDITIONS:

The following City of Decatur Terms & Conditions requirements apply to this project with the following edits:

1. Paragraph 006 is deleted in its entirety.
2. Paragraph 009 is deleted in its entirety.
3. Paragraph 011 is deleted in its entirety.
4. Paragraph 031 is deleted in its entirety.
5. Paragraph 032 is deleted in its entirety.
6. Paragraph 035 is deleted in its entirety.
7. Paragraph 036 is deleted in its entirety.
8. Paragraph 037 is deleted in its entirety.

B. MINORITY PARTICIPATION GOALS:

The following City of Decatur Minority Participation Goals for Public Works Contracts requirements apply to this project. (See Section 002114B)

END OF SECTION 007301

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City 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.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

019 BID OPENING

All formal bids are opened in public by the Purchasing Supervisor or designated representative, at the stated time, date, and place included in the Invitation to Bid. Bidders, interested reporters and the public are allowed and encouraged but not required to attend the formal bid opening. The bidder's name and amount of each bid are read aloud and recorded. No decisions relating to the award of the contract will be made at the opening.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photo-copy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

046 BID BONDS/DEPOSITS

Each bid must be accompanied by a bid bond or deposit amounting to **ten** percent **(10%)** of the total bid. Bid deposits are in the form of a Bank Cashiers Check, Certified Check, or Bid Bond made payable to the City of Decatur. Unsuccessful bidders will have their deposits returned within ten (10) days, after either the contract is awarded or the purchase order is accepted by the successful bidder. If the successful bidder fails to deliver as indicated in the Invitation to Bid, does not enter into the contract or fails to accept the purchase order, the City of Decatur shall be entitled to retain the deposit to rectify the bidders unacceptable performance. In other words the bid deposit will be forfeited to the City.

047 PERFORMANCE BOND

The successful bidder shall furnish an annual performance bond in connection with the contract to protect the City of Decatur from loss due to the bidders inability to complete the agreed upon contract annually. Performance bonds are equal to one hundred percent (100%) of the total amount of the bids for each year of the contract.. Performance bonds will be forfeited to the City of Decatur should the successful bidder fail to comply with the terms and conditions established in the specifications and the award. Performance bonds will be held until all contractual obligations are met to the satisfaction of the City of Decatur.

In a bid where a Bid Bond and a Performance Bond are required, the City of Decatur will return the Bid Bond upon receiving the Performance Bond. Under no circumstances shall the successful bidder start work until he/she has supplied the City of Decatur a Performance Bond. If the successful bidder fails to supply a Performance Bond as specified in the bid, the City shall be entitled to retain the bid deposits to remedy the bidder's unacceptable performance.

048 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 EMPLOYERS LIABILITY:

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

Employers 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, Combined Single Limit	\$1,000,000
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The policy shall cover owned, nonowned, 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.

NOTICE:

It shall be an affirmative obligation upon the contractor to advise the City's Purchasing Division at Fax No. (217)-424-2772, or mail to Purchasing, #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.

049 HOLD HARMLESS CLAUSE

The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained by reason of or as a result of the products or services supplied. Contractor's insurance will be primary.

050 PREVAILING WAGE RATES

Public Act 96-0437:

This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

July 16, 2020

City of Decatur.

Attn: Gregg Zientara, City Treasurer & Director of Finance
1 Gary K Anderson Plaza – 2nd Floor
Decatur, IL 62523

RE: Decatur Fire Department Fire Station No. 3/50111233

Dear Mr. Zientara,

Following the City of Decatur's review of the Bid Proposals that were submitted on July 7, 2020 for the Decatur Fire Department Fire Station No. 3, we met with the apparent low bidder. Before providing my recommendation, I offer the following summary of the Bid submissions in ascending order.

Felmley-Dickerson \$2,959,000: Based on the City's review of the MBE documents, they successfully completed the required forms and demonstrated a good faith effort. Based on our meeting with Felmley-Dickerson, we feel comfortable with their knowledge of the project and that their understanding of the scope of work appears to be complete. Felmley-Dickerson appears to have experience consistent with this scope of work including past successful projects on multiple fire stations for the Decatur Fire Department which resulted in a good final product and professional working relationship with city department leadership and staff. Felmley-Dickerson also indicated that they have the manpower available and are ready to execute the project scope of work upon contract award.

D. Joseph \$2,972,000: Based on the City's review of the MBE documents, they either did not successfully complete the required forms or make a good faith effort.

Grunloh \$3,056,000: Based on the City's review of the MBE documents, they either did not successfully complete the required forms or make a good faith effort.

Chicago Commercial \$3,312,087: Based on the City's review of the MBE documents, they either did not successfully complete the required forms or make a good faith effort.

Christy-Foltz \$3,518,000: Based on the City's review of the MBE documents, they successfully complete the required forms and meet or exceeded the goal.

CDO Services \$3,740,895: Based on the City's review of the MBE documents, they either did not successfully complete the required forms or make a good faith effort.

Upon review of all the bids and a meeting with Felmley-Dickerson, it is our recommendation that the City of Decatur accept the proposal of **\$2,959,000** from the lowest qualified bidder Felmley-Dickerson. Based on our understanding of available project funds and discussion with the Fire Department, we would also recommend that the City of Decatur reject alternate bids 1 and 2 and perform this work at a later time and as total project funds allow.

Sincerely,



Nathan D. Custer, AIA, NCARB, LEED AP, CNU
Senior Project Architect – Design Director

Cc.: Jeff Abbott, Fire Chief
Richard Pruitt, Deputy Fire Chief
Jonathan Tallman, Project Manager

Project Name: Fire Station #3 Construction				Felmley-Dickerson Co.		D. Joseph Construction		Grunloh Construction		Chicago Commercial Construction		Christy-Foltz		CDO Services	
Bid Date: July 7, 2020				Bloomington, IL		Peoria, IL		Effingham, IL		Chicago, IL		Decatur, IL		Oak Park, IL	
Time: 2:00 p.m.															
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Fire Station #3 Construction				\$2,959,000.00		\$2,972,000.00		\$3,056,000.00		\$3,312,087.00		\$3,518,000.00		\$3,740,894.53
	Unit Cost A - Unsuitable Soil - Per cubic yard (If Applicable)		CY	\$75.00		\$60.00		\$30.00		\$31.53		\$50.00		\$27.42	
	Unit Cost B - Loose Backfill - Per cubic yard (If Applicable)		CY	\$105.00		\$78.00		\$40.00		\$44.19		\$60.00		\$38.43	
	Unit Cost C - Contaminated Soil - Per cubic yard (If Applicable)		CY	\$113.00		\$210.00		\$105.00		\$119.49		No Bid		\$103.91	
TOTAL				\$2,959,000.00		\$2,972,000.00		\$3,056,000.00		\$3,312,087.00		\$3,518,000.00		\$3,740,894.53	

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement for 3530 East
Chesnut Avenue, City of Decatur, Illinois

ATTACHMENTS:

Description	Type
Fire Station 7 Transmittal Memo	Cover Memo
Resolution	Resolution Letter
Purchase Agreement	Exhibit
Site Map	Backup Material

July 30, 2020

TO: Mayor Julie Moore Wolfe & Members of the City Council

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

RE: Property Purchase for Fire Station #7

Previous decisions by the City Council have guided staff, to prepare to acquire suitable property for a replacement of Fire Station #7, in accordance with the recommendations of the city's fire station consultant and architect, Dewberry & Associates. A copy of the purchase agreement is attached. It is recommended that the City Council purchase this proposed property on E. Chestnut Ave. Finding an available property geographically suitable, accessible, and affordable has been a challenge. And securing this property will provide the City with the opportunity to improve our fire department response time should the City Council still choose to replace current station #7.

Fire Station #7 is a small fire station on the southwest corner of the airport that is shared with the Decatur Park District. The Park District owns station #7 and also runs their own fire operations for the airport out of this facility. Station #7 is an older station and is in need of significant repairs. Not only would this station require a significant investment by the City into a facility which we do not own, it is no longer geographically situated to best serve the City east of the lake. Over the past couple of decades, the city has been growing and development has been increasing south of US 36. The property at 3530 E. Chestnut is more geographically centered within the current and projected service area of the Decatur Fire Department east of Lake Decatur.

The proposed property is well situated south of US 36, and south of the railroad tracks to which all crossings east of the lake are at grade, meaning there is no longer the potential for train delays to service the southern portion of the area east of the lake. The negotiated price for this property is well below the budgeted \$150K for property purchase. This property purchase will be funded using fire station bond proceeds. The City anticipates a lease agreement with the current owner to allow him to continue to live in the house, while covering utility costs, keeping current of property taxes as well as maintaining the property until such time the City should choose to proceed with constructing Station #7. Should the City at a future date decide to not proceed with replacing station #7, we believe this property could be sold to recover cost.

Attachments include a map of the site, an approval resolution, and a purchase option to acquire the property.

RESOLUTION NO. R2020_____

**RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENT FOR
3530 EAST CHESTNUT AVE., CITY OF DECATUR, ILLINOIS**

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires to replace Fire Station #7 in a better geographic location than the current station; and,

WHEREAS, the City finds the property identified and secured by staff is in the best interest of the City to acquire for a future station replacement.

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

Section 1. That the Real Estate Purchase Agreement presented to the Council herewith as exhibit, between BRYAN VAULT, 3530 E. CHESTNUT AVE., DECATUR, ILLINOIS, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Mayor and City Clerk or designees be, and they are hereby, authorized and directed to sign any necessary instruments to acquire this property on behalf of the City.

PRESENTED AND ADOPTED this _____ day of _____, 2020

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

AMENDED **OPTION**

KNOW ALL MEN BY THESE PRESENTS, that BRYAN L. VOUGHT, ("Owner"), for and in consideration of the sum of Five Hundred Dollars (\$500.00) in hand paid by the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, One Gary K. Anderson Plaza, Decatur, Illinois, ("City"), does hereby agree to hold until the 31st day of August 2020, at 5:00 P.M., and not to convey to anyone other than the City, alienate or otherwise encumber, time being of the essence and an important part of this Amended Option, subject to the order of the said City, or its assigns, the following described real estate:

Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Seventeen (17) in Block Five of Morningside Place, an Addition to the City of Decatur, as per Plat recorded in Book 646 Page 292 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. ("Premises"),

commonly known as 3530 E. Chestnut Ave., Decatur, IL ("Premises") and to transfer the same Premises at any time, within the time above described, to said City, or such person or persons as it may direct, by a good and sufficient Deed, with release of all homestead and dower rights at and for the price of Eighty-Two Thousand Dollars (\$82,000.00), good and lawful money of the United States of America, payable on the following terms:

1. The full purchase price for the premises shall be due and paid in full on delivery of the Deed to the Premises. City shall be given credit against the purchase price for the money paid to obtain this and all previous Options.

2. The Owner grants the City the right to go onto the Premises to survey and make any necessary engineering, environmental or other tests. The City shall notify the Owner in advance of any inspections and schedule such inspections at times that are mutually agreeable to the parties. A representative of the Owner shall be entitled to observe any inspections. The City shall indemnify the Owner from any and all costs and damages in connection with such inspections.

3. A Memorandum of Amended Option in the form attached as Exhibit A shall be executed by the parties and may be recorded by either party with the Macon County Recorder of Deeds at the City's expense. In the event a Memorandum of Amended Option is recorded and this Amended Option expires unexercised, the City shall, upon request by the Owner, execute and deliver to the Owner a recordable Quit Claim Deed to the Premises or any other instrument reasonably requested by the Owner to evidence the release of the City's interest in the Premises.

4. In the event the City shall decide to purchase the Premises at the above price and terms within the same time, then, and in that case, the said amount paid for this and all previous Options shall be credited upon the said purchase price, but in the event the City does not conclude the purchase of the Premises within the time prescribed, then, and in that case, the said amount paid

for this Amended Option shall be retained by the Owner in full satisfaction for holding the property subject to the order for the said time.

5. It is understood and agreed that the parties shall obtain a commitment for title insurance policy in the amount of the purchase price within ten (10) days after notice of the exercise of this Amended Option is delivered to the Owner, showing good and merchantable title in the Owner, and that conveyance is to be made free and clear of all encumbrances whatsoever, except the lien of current real estate taxes, coal and mineral rights if now reserved or conveyed of record and easements and building and use restrictions now of record. The City shall pay the title search charges. Closing shall occur ninety (90) days after notice of the exercise of this Amended Option, or such earlier date as mutually agreed by the parties.

6. Notice of election to exercise this Amended Option herein granted shall be given by the City to the Owner at any time before the date and time stated above and shall be deemed given on the date on which service is personally made on the Owner, or when such notice is deposited in the U.S. Mail, at Decatur, Illinois, addressed as below, mailed first class with postage prepaid.

7. In case there should be any delay in perfecting the title to the Premises for more than ten (10) days after notice of the election of the City to purchase the Premises, then, and in that case, the City reserves the right to cancel this Amended Option and receive back the consideration therefor, or to extend the time until the said title is perfected, in which case this Amended Option shall remain in full force and effect until title is perfected.

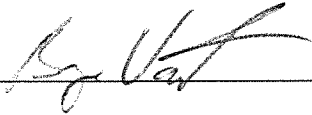
8. The Owner agrees that during the term of this Amended Option, he shall not approve, consent to or allow any of the following regarding the Premises without the prior written consent of the City:

- (i) Any lease affecting all or any portion of the Premises, unless such lease is terminable at any time during its term on 25 or fewer days notice.
- (ii) Any grant, sale, transfer or other conveyance of all or any portion of the Premises, or any interest in the Premises, including but not limited to any grant of an easement.
- (iii) Any mortgage, lien or other encumbrance (except those existing as of the date of this Option) of all or any portion of the Premises, unless such document expressly states, without reservation, that it is in all respects subordinate and subject to the interest of the City hereunder.

9. If the City elects to exercise this Amended Option, upon closing the premises shall be vacated no later than seven (7) days after closing date unless a fully executed Lease Agreement providing otherwise is signed by the City and Owner. The City shall bear no liability for the loss or damage of the property, the structure located thereon and/or the contents due to fire, flood, natural disaster, war or other force majeure event not caused by the City, its agents or assigns.

DATED at Decatur, Illinois, this 24th day of July, 2020.

BRYAN L. VOUGHT,



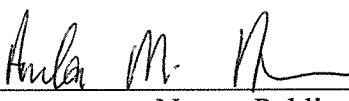
ADDRESS FOR SERVICE OF NOTICE:

Bryan L. Vought
3530 E. Chestnut Ave.
Decatur, IL 62521

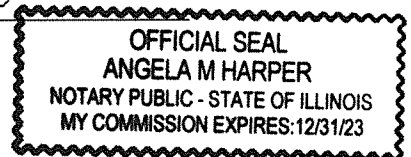
STATE OF ILLINOIS)
COUNTY OF MACON)

I, Angela M. Harper, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT BRYAN L. VOUGHT, personally known to me to be the same person, whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

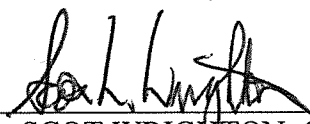
GIVEN under my hand and notarial seal this 24th day of July, 2020.



Notary Public



CITY OF DECATUR, ILLINOIS,

BY: 

SCOT WRIGHTON, CITY MANAGER

ADDRESS FOR NOTICE:

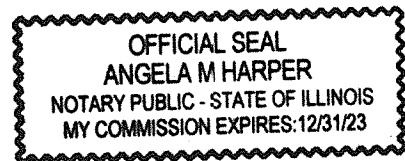
City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523

STATE OF ILLINOIS)
COUNTY OF MACON)

I, Angela M. Harper, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT SCOT WRIGHTON, CITY OF DECATUR CITY MANAGER,
personally known to me to be the same person, whose name is subscribed to the foregoing
instrument as such, appeared before me this day in person and acknowledged that he signed and
delivered the said instrument as his own free and voluntary act for the uses and purposes therein
set forth.

GIVEN under my hand and notarial seal this 24th day of July, 2020.

Angela M. Harper
Notary Public



MEMORANDUM OF AMENDED OPTION TO PURCHASE

THIS MEMORANDUM WITNESSETH that BRYAN L. VOUGHT, as SELLER and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, as BUYER, have entered into an Amended Option for the sale and purchase of the following described premises situated in Macon County, Illinois, to-wit:

Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Seventeen (17) in Block Five of Morningside Place, an Addition to the City of Decatur, as per Plat recorded in Book 646 Page 292 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Commonly known as 3530 E. Chestnut Ave., Decatur, IL. Said Amended Option is dated the 24th day of July, 2020, for a term from said date and terminating August 31, 2020 and has been signed by the Parties. Buyer shall have the right to purchase said premises during the said term under the provisions of the Amended Option. Seller and Buyer acknowledge that if said term has expired and notice to exercise the Amended Option has not been provided as per the Amended Option, it shall constitute conclusive evidence of the cancellation of the Agreement and release of the Buyer's then interest in the premises to the Seller.

Dated this 24th day of July, 2020.

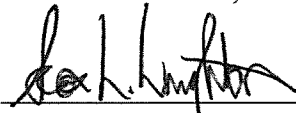
SELLER:

BRYAN L. VOUGHT



BUYER:

CITY OF DECATUR, ILLINOIS

BY: 

Scot Wrighton, City Manager

Exhibit "A"

CITY COUNCIL MEETING



SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission Minutes of June 2, 2020	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
June 2, 2020

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

PRESENT: CHAIR Tony Wilkins
VICE CHAIR Sheri Hagen
COMMISSIONER Todd Ray
COMMISSIONER Greg Spain
SECRETARY Penny Rogers
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: COMMISSIONER Sarah Creek

Call to Order

Chair Wilkins called the meeting to order at 11:45 a.m.

Roll Call

4 out of 5 Commissioners were present at the time of roll call. Chair Wilkins declared a quorum does exist to conduct and approve business.

Chair Wilkins called for Appearance of Citizens:

There was none.

The Minutes of the March 3, 2020 regular meeting were presented. Commissioner Spain moved that the March 3, 2020 regular meeting minutes be approved, seconded by Commissioner Ray and upon call of the roll, Commissioners Ray, Hagen, Spain and Wilkins voted aye. Secretary Rogers declared the motion carried.

Commissioner Ray moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Spain, and upon call of the roll, Commissioners Hagen, Spain, Ray and Wilkins voted aye. Secretary Rogers declared the motion carried.

Commissioner Hagen moved to return to Open Session, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Spain, Ray and Wilkins voted aye. Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
June 2, 2020
Page 2

Chair Wilkins called for Unfinished Business:

A. There was none.

Chair Wilkins called for New Business:

A. Authorization Request to Approve Job Announcement & Establish Promotional Register for Fire Captain, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Ray, and upon call of the roll Commissioners Hagen, Ray, Spain and Wilkins voted aye. Secretary Rogers declared the motion carried.

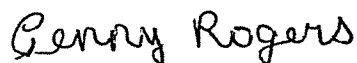
B. Receiving and Filing of Personnel Actions

Commissioner Hagen moved that the appointments, promotions, oral and written reprimands, suspension, civil service status, request for leaves, relinquish position, resignations, retirements, retirement amendment, and probationary period extension be received, placed on file, and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Spain, Ray and Wilkins voted aye. Secretary Rogers declared the motion carried.

Chair Wilkins called for Other Business:

There being no other business, Commissioner Spain moved to adjourn the meeting, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Ray, Spain and Wilkins voted aye. Secretary Rogers declared the meeting adjourned at 11:53 a.m.

Respectfully Submitted,



Penny Rogers
Secretary

City Clerk

DATE: 7/24/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution appointing Josh Sapp to the Electrical 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:

Josh Sapp

Electrical Commission

12/1/2022

DATED this 3rd day of August, 2020.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2020-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 3rd day of August, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of August, 2020.

Julie Moore Wolfe, Mayor