



**Monday, August 1, 2022
5:30 PM
City Council Chambers**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of July 18, 2022 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting, LLC for 2022 Manhole Rehabilitation Project, City Project 2022-14
2. Resolution Authorizing Renewal of Tyler Technologies, Inc. Maintenance and Support for Court Case Management Suite
3. Resolution Authorizing Funding Assistance to Child 1st Center/Macon County Heals for a Crisis Response Program with Decatur Police Department
4. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory - Portion of 2480 Hulette Drive (Vacant Land)

- B. Resolution Regarding Temporary Closing of State Rights-of-Way - Community Events - Shoreline Classic
- C. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way - 100 Block of Merchant Street - Northeast Community Fund - Farm to Fund
- D. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council - Arts in Central Park 2022
- E. Resolution Approving Reappointments - Human Relations Commission
- F. Resolution Approving Reappointment - Civil Service Commission

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of July 18, 2022 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of July 18, 2022 City Council Meeting

Backup Material

CITY COUNCIL MINUTES

Monday, July 18, 2022

On Monday, July 18, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber, Ed Culp and Dennis Cooper. 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 recognized Lake Patrol Officers Allison McCoy and Ethan Greene for assisting a disoriented swimmer in Lake Decatur on July 4, 2022.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Lee Ann Clary, Phil Clary, Lori Barrett, Wendy Stevens, Stephanie King, Anthony Chapple, Abeer Motan, Robert Weil, Bret Robertson, William Wetzel, Jeremy Ruderman and Ayn Owens.

With no other Appearance of Citizens, Council members and City Manager Wrighton responded to citizens' comments concerning the proposed school in Lincoln Park.

Councilman Faber exited the Council Chamber at 6:25 p.m. and returned at 6:28 p.m.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the July 5, 2022, Regular City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

City Manager Wrighton presented the Treasurer's Financial Report and answered questions from Council members regarding staffing levels at the city.

R2022-110 Resolution Authorizing an Indefeasible Right of Use (IRU) Agreement and Associated Sales Order with the Central Illinois Regional Dispatch Center (CIRDC) to Obtain Dark (unlit) Fiber from the City of Decatur Fiber Network, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

IT Director Jim Edwards gave an overview of the Resolution.

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

R2022-111 Resolution Authorizing the Execution of an Agreement with Wiley Interiors, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Councilman Faber moved to amend the motion on the floor by using funds from the General Fund instead of CDBG to fund up to \$25,000 of the total project costs, seconded by Councilman Horn.

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

Upon call on the original motion, Council members Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-111 Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy, Tilly to Provide Final Design Engineering Services for the South Water Treatment Plant Upgrades, Chemical Systems, City Project 2022-02, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

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

R2022-113 Resolution to Authorize Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc. to Provide Preliminary Engineering Services for the Broadway and Jasper Street Sewer Rehabilitation Project, City Project 2022-01, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution

Public Works Director Matt Newell answered questions from Council members regarding the project timeframe.

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

2022-114 Resolution Authorizing a Professional Engineering Services Agreement with INTERA Inc. for DeWitt County Wellfield Improvements, City Project 2022-05, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Public Works Director Matt Newell answered questions from Council members regarding whether the agreement included looking at solar power.

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

R2022-115 Resolution Accepting the Sourcewell Bid Price from Woody's Municipal Supply Co. for Diamond Rotary Mower Attachments, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2022-116 Resolution Authorizing Application Submittal and Execution of the Illinois Rebuild III Public Transportation Capital Assistance Grants Under the IDOT'S General Authority to Make Such Grants, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Deputy City Manager Jon Kindseth introduced the new Mass Transit Administrator, Lacie Elzy.

Mass Transit Administrator Elzy gave an overview of the Resolution.

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

R2022-117 Resolution Accepting the Proposal and Authorizing a Contract with Houck Transit Advertising for Decatur Transit, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2022-118 Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and Morrow Brothers Ford, Inc. for Work Truck to be Purchased with Federal and State Grant Funding in an Amount not to Exceed \$67,550.00 Utilizing State of Illinois Truck Contract, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. and B. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Cooper wished to remove Item B. from the Consent Agenda Calendar. The Clerk read item A.:

Item A. R2022-119 Resolution Approving Reappointments - Library Board of Trustees, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-120 Resolution Authorizing Amendment to Employment Agreement, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Council members commented on the City Manager's job performance and proposed wage increase.

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

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

Mayor Moore Wolfe announced that the Illinois Municipal League summer meeting will be held in Decatur at the end of the week. Councilman Faber mentioned rationing water usage considering the impending drought. Councilman Culp thanked the Decatur Police Department

for being top in the state in DUI arrests for the second year in a row. Council members would like staff to look at Airbnb options and regulations.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 7:15 p.m.

Approved _____
Kim Althoff
City Clerk

DATE: 7/19/2022

MEMO: 2022-43

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting, LLC for 2022 Manhole Rehabilitation Project, City Project 2022-14.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$213,047.80 for the 2022 Manhole Rehabilitation Project, City Project 2022-14, with Culy Contracting, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Sanitary Sewer Priorities

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

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

The 2022 Manhole Rehabilitation Project primarily addresses priority number 4 by repairing deteriorated sanitary manholes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2022 Manhole Rehabilitation Project

The City has over 7,400 manholes within its sanitary sewer collection system. The manholes provide access for maintenance. Historically, manholes were constructed of bricks which have deteriorated over the past 50-100 years. Precast concrete is mostly used in manhole construction now.

The 2022 Manhole Rehabilitation Project is to repair structural deficiencies with a minimum disruption to service, disturbance to the surface, and budget impact. Structural deficiencies within manholes include missing grout and bricks, broken or missing concrete, voids/holes with soil visible and active inflow & infiltration.

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

The 2022 Manhole Rehabilitation Project will line approximately 608 vertical linear feet to rehabilitate 69 brick manholes. The work also includes cleaning, casting replacement, and traffic control.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project was advertised June 22, 2022 and bids were opened on Wednesday, July 13, 2022. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer’s Est. Over (-Under)</u>
Culy Contracting, LLC	\$213,047.80	(12.16%)
E.L. Pruitt Company	\$269,310.30	11.04%
Petersburg Plumbing and Excavation	\$370,099.00	52.59%
Engineer’s Estimate	\$242,542.00	-----

Seven contractors took out bid packets for the 2022 Manhole Rehabilitation Project and three contractors turned in proposals. Culy Contracting, LLC provided the lowest, qualified bid at 12.16% under the engineer’s estimate. Culy Contracting focuses on water and sewer construction and specializes in manhole rehabilitation. They are based out of Winchester, Indiana. Culy Contracting has successfully completed manhole rehabilitation services for City projects in the past.

The 2022 Manhole Rehabilitation project will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Culy Contracting, LLC, to perform the 2022 Manhole Rehabilitation Project.

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

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

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

Subcontracting is not required for City projects. Culy Contracting will be self-performing all of the work for this project and will not be using any subcontractors. They intend to adhere to the goal that 18% of total project hours be performed by minority workers.

PRIOR COUNCIL ACTION:

The City Council approved the FY 2022 Budget which allocated funds for this project. This is a yearly major maintenance project for the City of Decatur.

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

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Matt Newell, Public Works Director, and Paul Caswell, City Engineer. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item. Legal Review: The Legal Department reviewed and approved project plans and specifications on June 6, 2022.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Sewer Fund. The recommended low bid amount is \$213,047.80. The Sewer Fund is supported by sanitary sewer user fees.

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

SCHEDULE: The project will begin in August and is to be completed December 15, 2022.

ATTACHMENTS:

Description	Type
Resolution Accept Bid and Authorizing the Execution of a Contract w Culy Contracting LLC	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH CULY CONTRACTING, LLC FOR 2022 MANHOLE
REHABILITATION PROJECT
CITY PROJECT 2022-14**

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

Section 1. That the tabulation of bids received for City Project 2024-14, 2022 Manhole Rehabilitation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Culy Contracting, LLC, in the amount of \$213,047.80 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Culy Contracting, LLC, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of \$213,047.80.

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

PRESENTED and ADOPTED this 1st day of August, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2022 ANNUAL MANHOLE REHABILITATION PROJECT

CITY PROJECT 2022-14

JUNE 2022

a project of the



**CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT**

1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523

FOR BIDDING

CITY OF DECATUR
2022 MANHOLE REHABILITATION PROJECT

Julie Moore Wolfe, Mayor

Ed Culp

David Horn

Chuck Kuhle

Dennis R. Cooper

Lisa Gregory

Bill Faber

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

CITY OF DECATUR
2022 MANHOLE REHABILITATION PROJECT
CITY PROJECT 2022-14

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INFORMATION FOR BIDDERS

For Construction of: **2022 Manhole Rehabilitation Project**

City Project No.: **2022-14**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

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

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

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

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

BID PROPOSAL
RETURN WITH BID

For Construction of: **2022 Manhole Rehabilitation Project**

City Project No.: **2022-14**

Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
Addendum No. 1	July 6, 2022	Dmc
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder expressly agrees to the following provisions:

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

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

	SUBCONTRACTOR	TYPE OF WORK
1.	N/A none exist	N/A none exist
2.	_____	_____
3.	_____	_____
4.	_____	_____

DATE July 13, , 2022(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
Email Address(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
Email AddressNames of All
Members of Firm(If a Corporation)
Corporate NameCuly Contracting LLC

(SEAL)

By:

Adam Anderson, VP
Vice-PresidentBusiness Address &
Email Address5 Industrial Park Drive, Winchester, IN 47394jacob.hart@culycontracting.com

Names of Officers

Doreen M. Culy

President

Mark Schildmeier

Secretary

Mark Schildmeier

Treasurer

Attest:

Mark Schildmeier
Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2022 MANHOLE REHABILITATION PROJECT
CITY PROJECT 2022-14

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	CEMENTITIOUS LINER, 1.5" THICK	V.L.F.	503.1	<u>\$179.00</u>	<u>\$90,054.90</u>
2	SAMPLE MATERIAL TESTING	EACH	10	<u>\$80.00</u>	<u>\$800.00</u>
3	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	EACH	12	<u>\$2,300.00</u>	<u>\$27,600.00</u>
4	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	EACH	8	<u>\$1,100.00</u>	<u>\$8,800.00</u>
5	MANHOLE CHIMNEY SEAL	EACH	56	<u>\$300.00</u>	<u>\$16,800.00</u>
6	BENCHWALL TO BE CONSTRUCTED	EACH	25	<u>\$480.00</u>	<u>\$12,000.00</u>
7	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	L.S.	1	<u>\$20,000.00</u>	<u>\$20,000.00</u>

TOTAL BASE BID \$176,054.90

TOTAL BASE BID IN WORDS

One Hundred Seventy-Six Thousand Fifty-Four Dollars and 90 Cents

ALTERNATE "A"

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
A.1	CEMENTITIOUS LINER, 1.5" THICK	V.L.F.	58.7	<u>\$179.00</u>	<u>\$10,507.30</u>
A.2	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	EACH	3	<u>\$2,300.00</u>	<u>\$6,900.00</u>
A.3	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	EACH	0	<u>\$1,100.00</u>	<u>\$0.00</u>
A.4	MANHOLES CHIMNEY SEAL	EACH	8	<u>\$300.00</u>	<u>\$2,400.00</u>

A.5	BENCHWALL TO BE CONSTRUCTED	EACH	3	<u>\$480.00</u>	<u>\$1,440.00</u>
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TOTAL ALTERNATE "A"				<u>\$21,247.30</u>
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TOTAL ALTERNATE "A" IN WORDS Twenty-One Thousand Two Hundred Forty-Seven Dollars and Thirty Cents

ALTERNATE "B"

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
B.1	CEMENTITIOUS LINER, 1.5" THICK	V.L.F.	46.4	<u>\$179.00</u>	<u>\$8,305.60</u>
B.2	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	EACH	1	<u>\$2,300.00</u>	<u>\$2,300.00</u>
B.3	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	EACH	2	<u>\$1,100.00</u>	<u>\$2,200.00</u>
B.4	MANHOLES CHIMNEY SEAL	EACH	5	<u>\$300.00</u>	<u>\$1,500.00</u>
B.5	BENCHWALL TO BE CONSTRUCTED	EACH	3	<u>\$480.00</u>	<u>\$1,440.00</u>

TOTAL ALTERNATE "B"				<u>\$15,745.60</u>
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TOTAL ALTERNATE "B" IN WORDS Fifteen Thousand Seven Hundred Forty-Five Dollars and Sixty Cents

TOTAL BASE BID + ALTERNATES "A-B"	<u>\$197,302.20</u>
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TOTAL BASE BID +ALTERNATES "A-B"	<u>\$191,800.50</u>
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City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

**RETURN WITH
BID**

Minority Business Enterprise (MBE) Utilization Statement

Date:	July 13, 2022	Project Title:	2022 Manhole Rehabilitation Project
Total Contract Value:	ALT A=\$197,302.20 ALT B= \$191,800.50	Project Number:	2022-14

Section I: Prime Contractor Information

Prime Contractor: Culy Contracting LLC

Address: 5 Industrial Park Drive
Winchester, IN 47394

Phone: 765-584-8509

Contact Person: Jacob Hart

Email: jacob.hart@culycontracting.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
N/A none exist				
Totals				
• If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			
• If more firms were contacted, please copy this form and attach the additional information.			

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

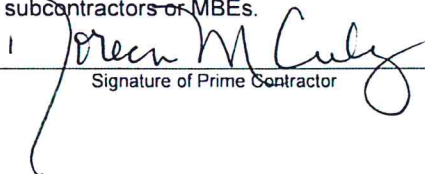
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

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

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

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

1 
Signature of Prime Contractor

July 13, 2022

Date



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

**RETURN WITH BID WHEN
REQUIRED**

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	July 13, 2022	Project Title:	2022 Manhole Rehabilitation Project
		Project Number:	2022-14

Prime Contractor: Culy Contracting LLC

Address: 5 Industrial Park Drive
Winchester, IN 47394

Phone: 765-584-8509

Contact Person: Jacob Hart

Email: jacob.hart@culycontracting.com

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

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

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

Jacob Hart
Signature of Prime Contractor

July 13, 2022

Date

FOR OFFICIAL USE ONLY

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

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

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

REVIEWED BY:

Public Works Director

Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

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

Section I: Minority Business Enterprise (MBE) Information

Name: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

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

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

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

Prime Contractor Signature	Print
Title	Date

Minority Business Enterprise Signature	Print
Title	Date



Date:	July 13, 2022	Project Title:	2022 Manhole Rehabilitation Project	
Total Contract Value:		Project Number:	2022-14	

Prime Contractor:	Culy Contracting LLC
Address:	5 Industrial Park Drive Winchester, IN 47394
Phone:	765-584-8509
Contact Person:	Jacob Hart
Email:	jacob.hart@culycontracting.com

Section II. Selected Non-MBE Subcontractors				
Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

24

Section III: Selected MBE Subcontractors

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

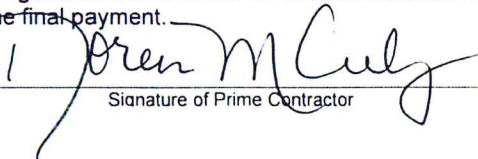
Section III: Selected MBE purchase of Goods, Materials, and Equipment

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

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

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

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

1 
 Signature of Prime Contractor

July 13, 2022

Date



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:
Reason for subcontractor change:
Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

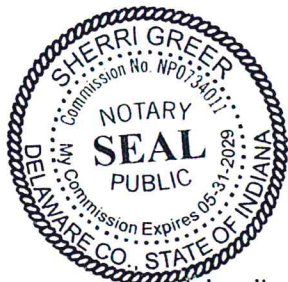
Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Indiana)
) ss
COUNTY OF Randolph)

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



Signed: Doreen M Culy
Title President

Subscribed and sworn to before me this 13th day of July, 20 22
(SEAL) Sherri Greer
Notary Public

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

PREVAILING WAGE ACT REPORTING

RETURN WITH BID

CITY OF DECATUR NOTICE TO CONTRACTORS PREVAILING WAGE ACT

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

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

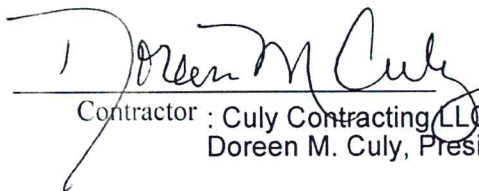
PREVAILING WAGE ACT REPORTING

RETURN WITH BID

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

Date: _____ Date: July 13, 2022

City of Decatur, Illinois



Contractor : Culy Contracting, LLC
Doreen M. Culy, President

CONTRACT

THIS CONTRACT, made and entered into this 1st of August, 2022, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Culy Contracting, LLC, hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2022 MANHOLE REHABILITATION PROJECT", CITY PROJECT 2022-14**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is December 15, 2022.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Performance Bond
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Addenda No. 1, Dated 7/6/2022

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

CONTRACT

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

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

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

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

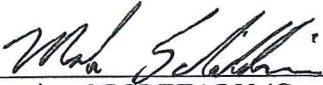
6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

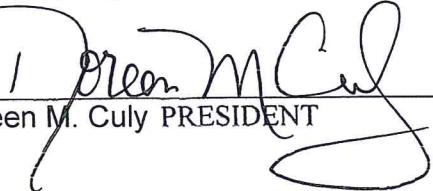
CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR


Mark Schildmeier SECRETARY (Corporate Seal)

CONTRACTOR

By 
Doreen M. Culy PRESIDENT





City of Decatur, Illinois

Contract Bond

Bonf #54246494

Project 2022 Manhole Rehabilitation Project

Project Number 2022-14

We. Culy Contracting LLC, 5 Industrial Park Drive, Winchester, IN 47394

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the Indiana ,
as PRINCIPAL. and United Fire & Casualty Company

as SURETY.

118 Second Ave SE, Cedar Rapids, IA 52401

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

Two Hundred Thirteen Thousand, Forty-seven and 80/100-----

_____ Dollars (\$213,047.80), lawful money of the
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 1st day of August A.D. 2022

PRINCIPAL

Culy Contracting LLC

(Company Name)

By:

Doreen M. Culy

Doreen M. Culy (Signature & Title) President

Attest:

Mark Schildmeier

Mark Schildmeier (Signature & Title) Secretary/Treasurer

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

STATE OF ~~ILLINOIS~~ Indiana

COUNTY OF Randolph

I, Sherri Greer, a Notary Public in and for said county, do hereby certify that
Doreen M. Culy ; Mark Schildmeier

(Insert names of individuals signing on behalf of PRINCIPAL)

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

Given under my hand and notarial seal this

1st

day of

August

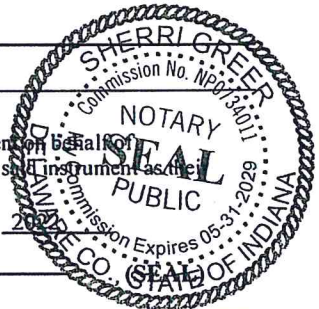
A.D.

2022

My commission expires

5/31/2029

Sherri Greer
Notary Public



United Fire & Casualty Company

(Name of Surety)

SURETY

By:

Melissa Propst

Melissa Propst (Signature of Attorney-in-Fact)

STATE OF ~~ILLINOIS~~ Kentucky

(SEAL)

COUNTY OF _____

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

Melissa Propst

(Insert names of individuals signing on behalf of PRINCIPAL)

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

Given under my hand and notarial seal this

1st

day of

August

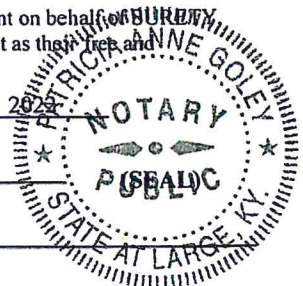
A.D.

2022

My commission expires

5/6/2025

Patricia Goley
Notary Public



CITY OF DECATUR

Approved this _____ day of _____, A.D. 2022

Attest:

Kim Althoff, City Clerk

Clerk

City of Decatur, Illinois

Julie Moore Wolfe, Mayor



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

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

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

BENJAMIN P DYCUS, KENNY ALBERT, STEVEN M BAAS, MELISSA PROPST, ADAM HARRIS ADAM BURDEN, LAKALA CARTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 21st day of June, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of June, 2021

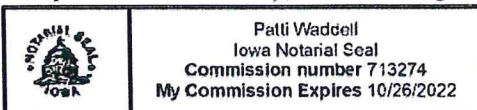


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 21st day of June, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 1st day of August, 2022.



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



CULYCO-C01

MMEANS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2022

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

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

PRODUCER Houchens Insurance Group 505 Wellington Way Lexington, KY 40503	CONTACT NAME:		
	PHONE (A/C, No, Ext): (859) 263-2771 FAX (A/C, No): (859) 263-1999 E-MAIL ADDRESS: policy@higusa.com		
INSURED Culy Contracting LLC 5 Industrial Park Dr PO Box 29 Winchester, IN 47394	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Amerisure Insurance Company		19488
	INSURER B : Amerisure Mutual Insurance Company		23396
	INSURER C : AGCS Marine Insurance Company		22837
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		CPP21143240201	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS-90			CA21143210201	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CU21143220202	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC21143230201	4/1/2022	4/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equip			SML93085371	4/1/2022	4/1/2023	Leased/Rented Equip 150,000
C	Installation Floater			SML93085371	4/1/2022	4/1/2023	Ded \$1,000 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: 2022 Manhole Rehabilitation Project; City project 2022-14 Job number: PC228206 Project Location: Decatur IL
Certificate Holder is Additional Insured in regards to General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Illinois #1 Gary K. Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Page 42 of 94

2022 Annual Manhole Rehabilitation Project
City Project 2022-14
July 8, 2022

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2022 ANNUAL MANHOLE REHABILITATION PROJECT
CITY PROJECT 2022-14
DATED JULY 2022**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated July 8, 2022, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on June 29, 2022.

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

END OF ADDENDUM NO. 1

City Engineer:  Date: July 8, 2022

Pre-Bid Sign-In Sheet

MANHOLE REHABILITATION PROJECT

Wednesday, June 29, 2022, Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) Chad Larimore	City	217.424.2474	P
Email: clarimore@decaturil.gov			C X
2) Aaron Green	E.L. Pruitt	217.747.5624	P
Email: agreen@elpruitt.com			C X
3) Robert Coady	Petersburg Plumbing/Henson Robinson		P
Email: rcoady@henson-robinson.com			C X
4) Joshua Price	Structured Solutions		P
Email:			C X
5)			P
Email:			C
6)			P
Email:			C
7)			P
Email:			C
8)			P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C

Pre-bid Meeting Minutes
for
**2022 Annual Manhole Rehabilitation Project
City Project 2021-14**

Conference Call
1-888-450-5996
Passcode: 133891
10:00 a.m. Wednesday, June 29, 2022

I. Introductions

Chad Larimore provided introductions. Please send all question and interpretations to Chad Larimore at clarimore@decaturil.gov

II. Project Review

The proposed improvement, 2022 Manhole Rehabilitation Project, designated as City Project 2022-14, consists of rehabilitation of existing brick and concrete manholes at various locations throughout the City. The work includes mobilization, manhole cleaning, repair of substrate and active infiltration, application of cementitious material, frame and casting replacement, cleanup, and traffic control.

- A. Project focus is brick manholes
- B. Casting Replacement

III. Minority Participation Goals for Public Works Contracts – City Code Chapter 28, Article 10

A. Policy

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

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

1. Minority Business Enterprise Goal: Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

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

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

*The City **does not** require documented contacts for the purchase of goods, materials and equipment.*

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

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

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

- a. The City tracks this goal and prevailing wage reports *when required* monthly, and shall be submitted with all pay requests.

IV. Other Items

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

Questions:

None

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

- ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; [This is provided through Prevailing Wage Documentation]
- xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

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

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

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
 - i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

 AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Culy Contracting, LLC

5 Industrial Park Drive
Winchester, IN 47394

OWNER:
(Name, legal status and address)

City of Decatur, IL
1 Gary K. Anderson Plaza

Decatur, IL 62523
BOND AMOUNT: 10% of Amount Bid

SURETY:
(Name, legal status and principal place
of business)

United Fire & Casualty Company
P. O. BOX 73909
Cedar Rapids, IA 52407

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

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

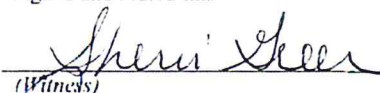
PROJECT:
(Name, location or address, and Project number, if any)
2022 Annual Manhole Rehabilitation Project - City Project 2022-14

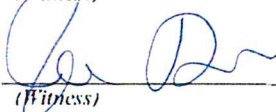
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this **13th** day of **July** **2022**

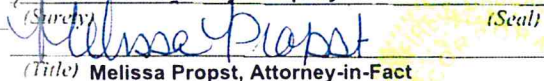

(Witness)


(Witness)

Culy Contracting, LLC

(Principal)  (Seal)

(Title) **Doreen M. Culy, President**
United Fire & Casualty Company

(Surety)  (Seal)
(Title) **Melissa Propst, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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

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

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

BENJAMIN P DYCUS, KENNY ALBERT, STEVEN M BAAS, MELISSA PROPST, ADAM HARRIS ADAM BURDEN, LAKALA CARTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 21st day of June, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of June, 2021



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

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 21st day of June, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa, that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument, that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2022

Patti Waddell
Notary Public

My commission expires: 10/26/2022

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 13th day of July, 2022



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

BPOA0045 122017

Project Name: 2022 Manhole Rehabilitation Project Project Number: 2022-14 Bid Date: 07/13/2022 Time: 10:00 a.m. Fund: Sewer Fund Organization Code: 79487906 Object Code: 489030				Engineer's Estimate City Engineering Division		Culy Contracting LLC 5 Industrial Park Dr. Winchester, IN 47394		E.L. Pruitt Co. 121 S. Webster St. Decatur, IL 62523		Petersburg Plumbing & Excavating LLC PO Box 13137 Springfield, IL 62791	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CEMENTITIOUS LINER, 1.5" THICK	503	V.L.F.	\$185.00	\$93,073.50	\$179.00	\$90,054.90	\$204.00	\$102,632.40	\$370.00	\$186,147.00
2	SAMPLE MATERIAL TESTING	10	EA	\$150.00	\$1,500.00	\$80.00	\$800.00	\$600.00	\$6,000.00	\$630.00	\$6,300.00
3	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	12	EA	\$3,200.00	\$38,400.00	\$2,300.00	\$27,600.00	\$3,850.00	\$46,200.00	\$2,640.00	\$31,680.00
4	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	8	EA	\$2,000.00	\$16,000.00	\$1,100.00	\$8,800.00	\$990.00	\$7,920.00	\$1,930.00	\$15,440.00
5	MANHOLE CHIMNEY SEAL	56	EA	\$350.00	\$19,600.00	\$300.00	\$16,800.00	\$287.50	\$16,100.00	\$425.00	\$23,800.00
6	BENCHWALL TO BE CONSTRUCTED	25	EA	\$425.00	\$10,625.00	\$480.00	\$12,000.00	\$900.00	\$22,500.00	\$900.00	\$22,500.00
7	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCT, AND EXTRA WORK	1	L.S.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	ALTERNATE "A"			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A.1	CEMENTITIOUS LINER, 1.5" THICK	59	V.L.F.	\$185.00	\$10,859.50	\$179.00	\$10,507.30	\$204.00	\$11,974.80	\$370.00	\$21,719.00
A.2	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	3	EA	\$3,200.00	\$9,600.00	\$2,300.00	\$6,900.00	\$3,850.00	\$11,550.00	\$2,640.00	\$7,920.00
A.3	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	0	EA	\$2,000.00	\$0.00	\$1,100.00	\$0.00	\$990.00	\$0.00	\$1,930.00	\$0.00
A.4	MANHOLE CHIMNEY SEAL	8	EA	\$350.00	\$2,800.00	\$300.00	\$2,400.00	\$287.50	\$2,300.00	\$425.00	\$3,400.00
A.5	BENCHWALL TO BE CONSTRUCTED	3	EA	\$425.00	\$1,275.00	\$480.00	\$1,440.00	\$900.00	\$2,700.00	\$900.00	\$2,700.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	ALTERNATE "B"			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B.1	CEMENTITIOUS LINER, 1.5" THICK	46	V.L.F.	\$185.00	\$8,584.00	\$179.00	\$8,305.60	\$204.00	\$9,465.60	\$370.00	\$17,168.00
B.2	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	1	EA	\$3,200.00	\$3,200.00	\$2,300.00	\$2,300.00	\$3,850.00	\$3,850.00	\$2,640.00	\$2,640.00
B.3	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	2	EA	\$2,000.00	\$4,000.00	\$1,100.00	\$2,200.00	\$990.00	\$1,980.00	\$1,930.00	\$3,860.00
B.4	MANHOLE CHIMNEY SEAL	5	EA	\$350.00	\$1,750.00	\$300.00	\$1,500.00	\$287.50	\$1,437.50	\$425.00	\$2,125.00
B.5	BENCHWALL TO BE CONSTRUCTED	3	EA	\$425.00	\$1,275.00	\$480.00	\$1,440.00	\$900.00	\$2,700.00	\$900.00	\$2,700.00
22				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BIDS (AS CORRECTED)				\$242,542.00		\$213,047.80		\$269,310.30		\$370,099.00	
Percent Over Under ENGINEER'S ESTIMATE						-12.16%		11.04%		52.59%	


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

7/15/2022
Date

Information Technology

DATE: 8/1/2022

MEMO: 2022-07

TO: Honorable Mayor and City Council Members

FROM: James Edwards, IT Director

SUBJECT: Resolution Authorizing Renewal of Tyler Technologies, Inc. Maintenance and Support for Court Case Management Suite.

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the attached resolution, authorizing the City Manager to renew the annual software maintenance for the Incode Court Case Management Suite and Incode Content/Document Management Suite with Tyler Technologies, Inc.

BACKGROUND:

In prior years, City Council has approved annual software maintenance renewals with Tyler Technologies, Inc. to use their Incode Court Case Management Suite and associated Content/Document Management Software for the Administrative Code Enforcement System (Admin Court).

To simplify billing and payments going forward, another related cost for online access for this system normally billed separately has been added to the attached annual software maintenance renewal invoice. The invoice represents a contractual 5% increase over last year's maintenance costs plus the \$1,800 for the online access component totaling \$45,757.41. The period covered by this renewal is September 1, 2022, thru August 31, 2023. This software is used by the Legal, Community Development and Finance Departments.

PRIOR COUNCIL ACTION:

City has maintained an Annual License and Support Agreement with Tyler for the Incode Court Case Management Software to ensure current version of the system is in operation and is necessary to continue using the licensed software going forward.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS:

The combined total of \$45,757.41 is budgeted in the Information Technology and Legal

Department 2022 General Fund budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Tyler Incode Invoice	Backup Material

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING RENEWAL OF
TYLER TECHNOLOGIES, INC. MAINTENANCE AND SUPPORT
FOR INCODE COURT CASE MANAGEMENT SUITE

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

Section 1. That the invoice presented to the Council herewith from Tyler Technologies, Inc. for maintenance support for the Incode Court Case Management Suite and Incode Content/Document Management Suite, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed \$45,757.41 on behalf of the City of Decatur for maintenance support for the Incode Court Case Management and Incode Content/Document Management Suites.

PRESENTED AND ADOPTED this 1st day of August 2022.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-387394	08/01/2022	1 of 1

Questions:
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Ship To: City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41741 - MAIN - MAIN	167694		USD	NET30	08/31/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Decatur, IL				
	Court Online Component - Annual Fee	1	1,800.00	1,800.00
	Maintenance Start: 01/Sep/2022, End: 31/Aug/2023			
Content Manager Annual Fees				
	Incode Content/Document Management Suite - Maintenance	1		\$2,374.20
ERP Pro Document Management Annual Fees				
	Laserfiche Interface - Court - Maintenance	1		\$0.00
	Output Director - Existing Customers -Maintenance			
ERP Pro Financials Annual Fees				
	Secure Signatures - Maintenance	1		\$0.00
ERP Pro Utilities Annual Fees				
	Central Cash Collections - Maintenance	1		\$0.00
Municipal Justice Annual Fees				
	Incode Court Case Management Suite	1		\$40,263.16
	Each Signature (scan & Prepare for use) - Maintenance			
	Criminal Court Case Management - Maintenance			
	Laserfiche Output Channel - Maintenance			
	Code Enforcement - Maintenance			
Third Party System Software				
	System Software - Maintenance	1		\$1,320.05

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	45,757.41
Sales Tax	0.00
Invoice Total	45,757.41

Page 59 of 94

Police Department

DATE: 7/27/2022

MEMO: 22-28

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: The purpose of this memorandum is to request the City of Decatur assist in funding a crisis response program through Child 1st Center/Macon County HEALS.

SUMMARY RECOMMENDATION: It is the recommendation of staff to provide \$30,000 to Child 1st Center/Macon County HEALS to assist in funding the crisis response program, which is a partnership with the Decatur Police Department and Macon County HEALS.

BACKGROUND:

The Macon County HEALS (Helping Everyone Access Linked Systems) is a program of the Child 1st Center that works with victims of crime between the ages of 0-25. Macon County HEALS has been working with DPD to develop a program where they will respond to certain calls that the Decatur Police Department responds to in order to start working with families/individuals immediately following a violent crime. This will allow the crisis response workers to develop safety plans, make connections with other family members, assist in finding appropriate accommodations, and offer services to victims of trauma.

With HEALS having the immediate and direct connection to victims, rather than relying on referrals, the HEALS program can ensure that all victims receive the information regarding services that are available.

Macon County HEALS is seeking approximately \$132,000 to fully fund this pilot program for one year. They have received \$30,000 from the United Way, \$30,000 from the Ballance Foundation, and \$21,200 from the Violent Crimes Victim Assistance Act. If the City were to provide \$30,000, the program would be close to its final budget goal.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: HEALS Program Overview

STAFF REFERENCE: Shane Brandel, Chief of Police, 424-2745, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS: The funding for this request will come from ARP funds. DPD has a dedicated public safety funding line in the ARP funds. Outlined within the public safety line is \$30,000 for drug, weapon and intervention programs. Staff believes that this program is compatible with the general purposes anticipated by the City Council when they made this ARP allocation decision.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
HEALS Overview	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Chief Shane Brandel
Subject: Council Resolution Funding of Macon County HEALS program

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the partial funding of the Macon County HEALS trauma response program.

BACKGROUND:

The Macon County HEALS office is a program of the Child 1st Center that works with victims of crime between the ages of 0-25. Macon County HEALS has been working with DPD to develop a program where they would be able to respond to certain calls that the Decatur Police Department responds to in order to start working with families/individuals immediately following a violent crime. Current processes rely on referrals to HEALS, which delays the connection between the crisis works and the victims. This delay can create difficulty in being able to speak with and provide services to victims of violent crime. By adding the crisis response piece to the existing program, HEALS will be able to provide immediate support to individuals, lessening the long-term effects of the traumatic experience on the community members. This will allow the crisis response workers to provide for the immediate emotional and practical needs of the victims and families while they are in the peak of their trauma. Crises responders can develop safety plans, make connections with other family members, assist in finding appropriate accommodations, and offer services and information to victims of trauma.

With HEALS having the immediate and direct connection to victims, rather than relying on referrals, the HEALS program can ensure that all victims receive the information regarding services that are available.

Trauma caused by violent crime, whether it is as a victim or witness, can have lasting effects. If the trauma is not dealt with in a healthy way, it can lead to PTSD, personality changes, depression, alcohol/drug abuse, job loss, negative effects on relationships, and criminal behavior. By working with DPD to immediately interact with victims of trauma, the goal is to increase the participation in recovery services. By increasing the usage of the services, this decreases the likelihood of suffering from the negative effects of the trauma.

Macon County HEALS is seeking approximately \$132,000 to fully fund this pilot program. They have received \$30,000 from the United Way, \$30,000 from the Ballance Foundation and \$21,200 from the Violent Crimes Victim Assistance Act (VCVA). If the City were to provide \$30,000, the program would be close to its final budget goal. The funding for this request will come from ARP

funds. DPD has a dedicated public safety funding line in the ARP funds. Outlined within the public safety line is \$30,000 for drug, weapon and intervention programs.

This HEALS program is considered an intervention program. Providing trauma services to victims of violent crimes is meant to reduce the effect of a known factor which has a direct correlation to future issues that effect the lives of the victim. These effects can also have a negative impact in the community.

ATTACHMENTS:

Resolution
Staff Report
Macon County HEALS Program Overview

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING FUNDING ASSISTANCE TO CHILD 1ST
CENTER/MACON COUNTY HEALS FOR A CRISIS RESPONSE PROGRAM WITH
THE DECATUR POLICE DEPARTMENT**

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

Section 1. That the request for funding assistance to be directed to the Macon County
HEALS crisis response program be, and the same is hereby, received, placed on file and
approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and
directed to provide funding assistance on behalf of the City of Decatur to Child 1st Center/Macon
County HEALS in an amount not to exceed \$30,000.

PRESENTED, PASSED, APPROVED and RECORDED this ____ day of August 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



A division of the Child 1st Center

1025 N. Water St.
Decatur, IL 62523



Phone: (217) 791-8084
Fax: (844) 607-7523



www.child1stcenter.org



Macon County HEALS, a program of the Child 1st Center, is currently working with children, youth and their families impacted by violence in Macon County. This is being done through collaboration with other community organizations, making connections to available resources and engaging those affected by trauma with services to facilitate healing.

In an attempt to further the healing in our community we are adding a Crisis Response program to our services. Through this program, trained staff will be connected with families directly following their traumatic experience to offer immediate support, build connections and ultimately help victims and their families begin the healing process as soon as possible.

Program Goals

- Increased protection through safe sheltering
 - Through the use of client assistance funds, we can provide short term, emergency shelter for individuals/families immediately following violent crime when returning home is not a viable, safe option
 - After engaging in Crisis Response services, the family/individual will be transitioned to a HEALS Case Manager who will offer continued support which could include support with relocating if that is a goal that has been established.
- Increased safety plan development and adherence
 - The Crisis Response worker can help make connections to other family members as well as local shelters or service providers (i.e. Dove) if deemed necessary.
 - The Crisis Response worker can help obtaining necessary items for a safety plan (extra clothing etc.) and help make appropriate accommodations to create a safety plan (i.e. plans for family pets)
- Increased sense of support, empowerment, knowledge of personal rights, regained power, and regained control
 - One of the primary responsibilities of the Crisis Response worker will be to follow up with victims and/or their families regarding information about their rights as well as victim compensation. Not only is this helpful to the

family/individual to ensure they get the information necessary, this is currently a task that often falls on the list of responsibilities for the Decatur Police Department. The addition of a Crisis Response worker would allow this task to be removed from their already full plate

- By having a Crisis Response worker present early on at the scene of a violent crime the emotional needs of the victim and their family are more likely to be met and those individuals are placed on the path to healing as soon as possible. According to the International Association of Chiefs of Police, "victims who are treated with sensitivity and respect are more likely to participate in investigations". Participation helps give the victim more power and control of their situation.
- Decreased traumatic flashbacks
 - By having a direct connection to victims of violent crime in our area, the HEALS program can ensure that all are receiving information about the counseling services that are available rather than relying on DPD or other community organizations or community members to pass along the information. In addition to receiving the information about counseling, the Crisis Response worker and/or Case Manager can follow up on services and/or coordinate transportation to get to appointments.
- Increased ability for parents to cope with trauma suffered due to their child experiencing trauma
 - Child are often the direct or indirect victims of violent crime, which can also be emotionally difficult for parents. Having Crisis Responders available early on can provide support to parents in their interactions with their children. Crisis Responders can take the burden of finding immediate resources (shelter, clothing, food etc.) off of the parents so they can focus their attention on their children.
 - The C1C/HEALS program has a partnership with Decatur Psychological (with additional partnerships in the works) to be able to provide free counseling services to children who have been victims of crime as well as their parents.

Goal / Performance Measurements

- Crisis Support workers will track what services are provided to individuals/families throughout their time with HEALS, specifically in regards to Crisis Support services.
- Crisis Support workers will track the number of times returning home was not a safe, viable option and emergency shelter was provided.

- HEALS will track the number of families/individuals that transition from receiving Crisis Support services to Case Management services and what services are provided in regards to relocation if that goal was established.
- Crisis Support workers will track the number of times follow up information is shared, if questions are asked, the number of victim compensation packets they assist with
- Data will be collected regarding the number of individuals that engage in counseling services
- Crisis Response workers will collect observable data regarding parents demeanor at specific intervals following their crisis (i.e. at the crisis support workers first interaction with the individual, at 1 week following the crisis, at 1 month following the crisis)
- Service satisfaction surveys will be sent to all who engage at a specific time frame following their crisis.

Budget Needs

- Currently have funding from United Way, Ballance Foundation, and the Illinois Attorney General Office through the Violent Crimes Victim Assistance Act (VCVA)
- Additional funding is necessary to secure office space, pay for a phone and phone line designated for this program, and the printing of brochures and other program material. The bulk of the additional funding requested is to cover the cost of immediate needs for families such as shelter, food, and clothing as well as to pay for counseling services.

Public Works

DATE: 7/28/2022

MEMO: 2022-44

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory – Portion of 2480 Hulette Drive (Vacant Land)

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing a portion of 2480 Hulette Drive (vacant land) be approved.

BACKGROUND:

The subject property is being annexed due to a citizen wanting to receive City water and as part of a development agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Portion of 2480 Hulette Drive (vacant land)	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
PORTION OF 2480 HULETTE DRIVE (VACANT LAND)**

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

0.485 ACRE TRACT- THAT PART OF THE NORTH 7.5 ACRES OF THE NORTH 15 ACRES OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A STONE MARKING THE SOUTHWEST CORNER OF THE NORTH 7.5 ACRES OF THE NORTH 15 ACRES OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE N.0°19'14"E.-59.66 FEET ALONG WEST LINE OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 29 TO AN IRON PIN SET; THENCE N. 89°16'11"E.-354.15 FEET TO AN IRON PIN SET; THENCE S.0°19'14"W.-59.66 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF THE NORTH 7.5 ACRES OF THE NORTH 15 ACRES OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE S.89°16'11"W.-354.15 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PORTION OF PIN# 17-12-29-426-003

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of August 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as Vacant Land, Decatur, IL 62521, and legally described as follows:

See legal Description attached

PIN # 17-12-29-426-003 (Part of)

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Robert Brady

Robert Brady

*3051 Saint Andrews Dr
Decatur, IL 62521*

Signed and sworn to before me

5 day of *July*, 20*22*

Trisha L. Price

Notary Public

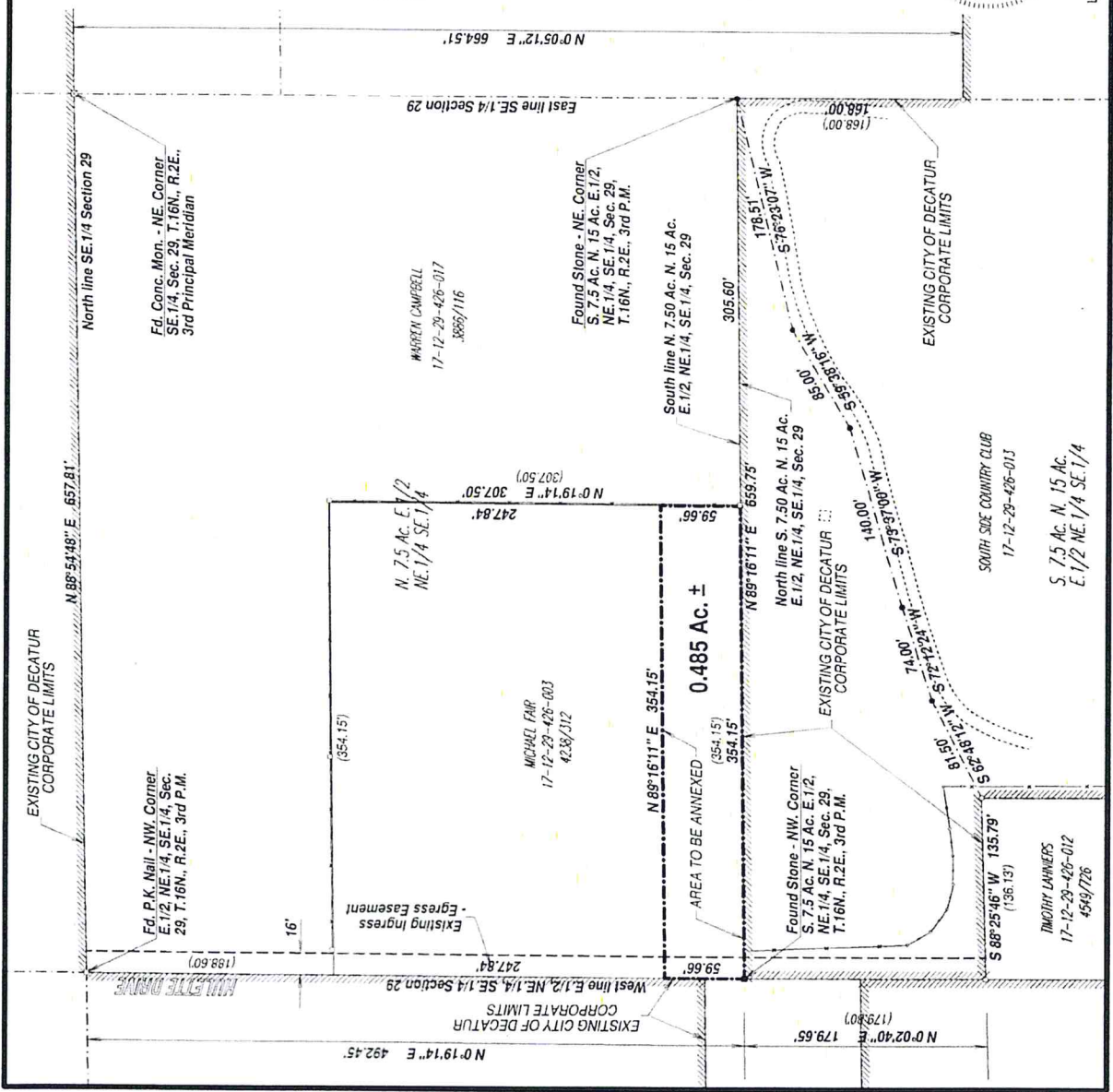
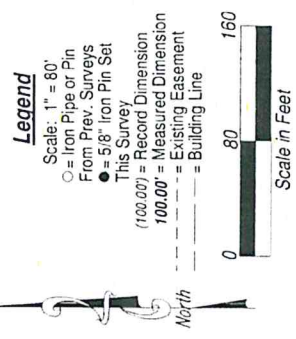
(Rev. 1/2019)



(South Side Country Club)
 (Bob Brady)
 Proj. No. 0162-21
 P.C.S. File 21

ANNEXATION EXHIBIT

0.485 Acre Tract - That part of the North 7.5 acres of the North 15 acres of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 16 North, Range 2 East of the Third Principal Meridian, Macon County, Illinois, described as follows: beginning at a stone marking the Southwest corner of the North 7.5 acres of the North 15 acres of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 29; thence N.0°19'14"E - 59.66 feet along West line of the East 1/2 of the Northeast 1/4 of said Section 29; thence S.0°19'14"W - 59.66 feet to an iron pin set; thence N.89°16'11"E - 354.15 feet to an iron pin set; thence S.89°16'11"W - 354.15 feet along said South line of the Northeast 1/4 of said Section 29; thence S.89°16'11"W - 354.15 feet along said South line to the point of beginning.



Robert M. Cox
 Robert M. Cox
 IL Professional Land Surveyor No. 3779
 (License Expires November 30, 2022)
 July 5, 2022

LICENSE EXPIRES 11/30/2022

City Clerk

DATE: 7/28/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Regarding Temporary Closing of State Rights-of-Way - Community Events - Shoreline Classic.

SUMMARY RECOMMENDATION: Council is asked to pass the attached Resolution regarding the temporary closing of state rights-of-way for the 33rd annual Shoreline Classic. Construction on the Williams Street Bridge over Lake Decatur will interfere with this year's event.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

RESOLUTION NO. R2022-__
**RESOLUTION REGARDING TEMPORARY CLOSING
OF STATE RIGHTS-OF-WAY
COMMUNITY EVENTS
-SHORELINE CLASSIC-**

WHEREAS, the City of Decatur is sponsoring a road race, in the City of Decatur which constitute a public purpose; and,

WHEREAS, this road race will require the temporary closure of one west bound lane on U.S. Route 36, a State Highway in the City of Decatur from Country Club Road to Nelson Boulevard; and,

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Decatur that permission to close off one west bound lane on U.S. Route 36, a State Highway in the City of Decatur from Country Club Road to Nelson Boulevard as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 7:00 a.m. and 10:30 a.m. on October 2, 2022.

BE IT FURTHER RESOLVED, that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway.

BE IT FURTHER RESOLVED, that the City of Decatur assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Decatur be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Decatur prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Decatur as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Decatur.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Decatur shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Decatur regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the City of Decatur shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

PRESENTED, ADOPTED and APPROVED by the Council of the City of Decatur this 1st day of August, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



TO: Julie Moore Wolfe
Scot Wrighton

As we are trying to make the best decision possible for the safety of our runners, these are some of the thoughts we have for special precautions for race day Oct 2nd 2022.

Two and maybe three packet pick ups to lesson lines pre-race day. Since we have had two pre-race pick ups with computer entry we have streamlined this process, over 65 % of our entries are completely processed before the race with lines less than 15 at any one time. 6ft spacing possible.

Race Day itself: We expect 500 to 800 runners for the two races, a 5K and a 15K, last year was just a little over 600 entrants so we will use a number of 300 per race and 150 volunteers.

Two mass starts this year, ample room for spreading out but racing will group up at times. We will need Rt 36 blocked on one lane to let runners safely use this stretch of road, (very south lane where pathway is.)

As far as the finish line and after party goes.

Medals would be handed out as individuals cross the finish line, Gloves worn by volunteers. Race awards for finishing times would be passed out for certified finishers, with our race timing (Its Race Time) we can do this with some efficiency as times are instantly processed. Lines and distancing can be achieved.

WE would be having a after party this year under these conditions. As finishers receive their finish medals, they would then be directed to simple food distribution, apples bananas chili and water and then directed to open sitting in the pavilion and the surrounding park.

We would need to work with HSHS St Mary's, Decatur Park District, Decatur Police Department on this plan.

This plan goes of course with porta potties, hand sanitation stations and masks being offered but not required.

Shoreline Classic would be running its 33rd. year in this community. The race has become a central Illinois event and is a diverse event inviting walkers to Olympic qualifiers over the past years. We have supported many charities over the years but first and foremost is high school athletics and our auxiliary police department

This is a brief overview and there is so much more in consideration of everyone's safety involved.

This year Shoreline will be offering one options this year.

Entry roll over option until 2023 will be allowed also this year for runners who signed up pre rout change.

For the route change we believe all bodies of interest have been contacted. City, state, Decatur Police Department, Decatur Park District, Auxiliary Police Department, Boat Patrol and Dock Department.

Sincerely:

John Pranscke (Co Director)

Tracy Hewitt (Co Director)

Shoreline route Modified

15K heads SW on Cantrell to Lake Front Rd go left and follow Lake Front Rd to Lost Bridge Rd.

Left onto Lost Bridge (S/SE) to Country Club Rd

Left on Country Club Rd, stay on Country Club Rd to Rt. 36

Left onto Rt. 36 (W) Go to Nelson Blvd.

Left on Nelson Blvd to Cantrell

Repeat course (Two Loops)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2022

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

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

PRODUCER Insurance Management Group 12730 Coldwater Road, Suite 103 Fort Wayne IN 46845		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 FAX (A/C, No): (765) 664-0761 E-MAIL ADDRESS: mmayers@insmgt.com	
INSURED Road Runners Club of America/2022 and Its Member Clubs 1501 Langston Boulevard, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11991 66869	

COVERAGES **CERTIFICATE NUMBER:** 2022 \$1M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			KRO0000008971200	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			KRO0000008971200	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031850400	12/31/2021	12/31/2022	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/02/22 33rd Annual Shoreline Classic INSURED RRCA CLUB/EVENT MEMBER: Decatur Running Club, Att'n: John Pranschke, PO Box 3397, Decatur, IL 62524
Processed by MMM

CERTIFICATE HOLDER

10/02/22 City of Decatur 1 Gary K Anderson Plaza Decatur IL 62523	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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City Clerk

DATE: 7/25/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way -
100 Block of Merchant Street - Northeast Community Fund - Farm to Fund.

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor on public rights-of-way, 100 Block Merchant Street between East Prairie Avenue and East Main Street for the "Farm to Fund" event on September 17, 2022 sponsored by Northeast Community Fund.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2022-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC RIGHTS-OF-WAY
100 BLOCK MERCHANT STREET
NORTHEAST COMMUNITY FUND
-FARM TO FUND-**

WHEREAS, Northeast Community Fund has requested the closure of the 100 block of Merchant Street between East Prairie Avenue and East Main Street for the Farm to Fund event; and,

WHEREAS, it is the intention of Northeast Community Fund to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block Merchant Street between East Prairie Avenue and East Main Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 100 Block Merchant Street, between East Prairie Avenue and East Main Street, said day and hours being particularly described as follows:

Saturday, September 17, 2022 6:00 p.m. – 10:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Northeast Community Fund providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Northeast Community Fund prior to reopening public rights-of-way.

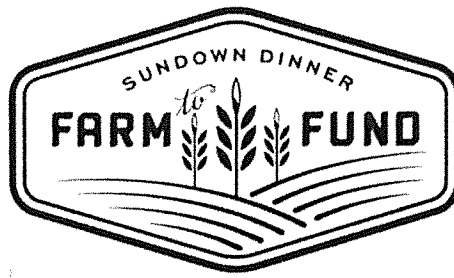
Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of August, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



July 25, 2022

Dear City Council Members,

Northeast Community Fund (NCF) is planning to host its 4th annual Farm to Fund™ event on downtown Merchant Street Saturday, September 17, 2022. The fundraiser event includes fresh from the farm dinner, entertainment and a live auction between the hours of 6-10 p.m. All proceeds will benefit the food pantry of NCF. Alcohol purchases have been made in the years past at cash bars throughout the event by partnering with local vendors that have all necessary Liquor Licenses and Caterer's Permits. We are requesting an ordinance authorizing consumption of alcoholic liquor on the public right-of-way for the event date. Required insurance, including the City of Decatur as an additional insured, has been secured and is being sent with this letter to the City Clerk. We will continue to take additional measures of safety as in years past, hiring two (2) off duty law enforcement professionals to monitor and secure the event grounds for the duration of the event.

Thank you for your continued support of our mission to serve the low-income families in our community. Please let me know what additional information may be required for approval.

Sincerely,

Trevor May
Chair, Farm to Fund

Northeast Community Fund



HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Northeast Community Fund, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, 100 Block of North Merchant Street, for the Farm to Fund event on the following date and time:

Saturday, September 17, 2022

10:00 a.m. – 12:00 midnight

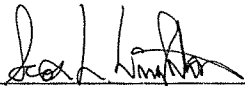
by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

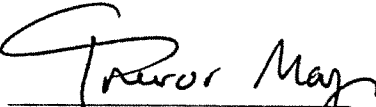
If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

For Sponsoring Agency:
Northeast Community Fund



Authorized Representative



Authorized Representative

7-25-22
Date

July 25, 2022
Date



NORTCOM-01

CRYSTALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2022

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PRODUCER Dansig Incorporated 111 East Decatur St. Decatur, IL 62521	CONTACT NAME: PHONE (A/C, No, Ext): (217) 423-3311 E-MAIL ADDRESS: crystall@dansig.com	FAX (A/C, No): (217) 428-8767
	INSURER(S) AFFORDING COVERAGE	
INSURED Northeast Community Fund 839 N Martin Luther King Jr. Dr. Decatur, IL 62521	INSURER A: Cincinnati Insurance Company	NAIC # 10677
	INSURER B: Markel Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	☒	ENP 0144033	5/19/2021	5/19/2024	EACH OCCURRENCE \$ 500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 500,000
						GENERAL AGGREGATE \$ 500,000
						PRODUCTS - COM/OP AGG \$ 500,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO-JECT ☐ LOC					
	☐ OTHER					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		MWC0180930-02	2/12/2022	2/12/2023	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A			PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Decatur is listed as Additional Insured in regards to the General Liability per written agreement for the Farm to Fund Event to be held on Saturday, September 17th, 2021 from 10 am to midnight in the 100 block of North Merchant Street, Decatur IL.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur 1 Gary K Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Dan Repobles</i>

City Clerk

DATE: 7/25/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council - Arts in Central Park 2022

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor in Central Park for an event sponsored by the Decatur Area Arts Council - Arts in Central Park 2022.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2022-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
-DECATUR AREA ARTS COUNCIL-
-ARTS IN CENTRAL PARK 2022-**

WHEREAS, the Decatur Area Arts Council has planned its “Arts In Central Park 2022” event, for the following dates in Central Park, Friday, September 16, 2022 (Preview Party), Saturday, September 17, 2022 and Sunday, September 18, 2022; and,

WHEREAS, it is the intention of the Decatur Area Arts Council to serve wine to its patrons age 21 and older for consumption at the preview party on Friday, September 16, 2022 and to offer alcoholic beverages for sale to its patrons 21 and older for consumption on Saturday, September 17, 2022 and Sunday, September 18, 2022; and

WHEREAS, such consumption of alcoholic liquor in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of the Decatur Area Arts Council and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the days listed herein, and only on such days, between the hours listed opposite each, alcoholic beverages may be consumed in Central Park located in downtown Decatur, said days and hours being particularly described as follows:

Friday, September 16, 2022	5:00 p.m. - 7:00 p.m.
Saturday, September 17, 2022	10:00 a.m. - 5:00 p.m.
Sunday, September 18, 2022	10:00 a.m. - 5:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Decatur Arts Council providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of August, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

2022

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

City of Decatur, Illinois

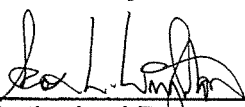
Decatur Area Arts Council, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property from September 16, 2022, September 17, 2022 and September 18th, 2022 by the sponsoring agency, its officers, agents, employees and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third-party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If a temporary liquor license is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided.

The City of Decatur, Illinois, must be named as additional insurance on all required policies, for the duration of the Event. Sponsoring agency's insurance will be primary.

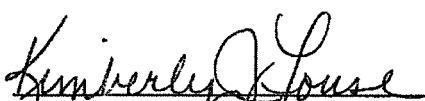
For the City of Decatur, Illinois:



Authorized Representative

7-25-22
Date

For Sponsoring Agency:



Authorized Representative

7.12.22
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2022

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

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Client Service Team
	PHONE (A/C, No, Ext): 630-694-4268 FAX (A/C, No): 630-694-4401
	E-MAIL ADDRESS: select_certificates@ajg.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Frankenmuth Mutual Insurance Company
	INSURER B: Hanover American Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 805845951 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		6620474	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		6620473	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		6620474	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6620472	4/1/2022	4/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A B	Liquor Liability Directors & Officers Liability Employment Practices Liability		6620474 LHC-H490631	4/1/2022 4/1/2022	4/1/2023 4/1/2023	Aggregate Limit Limit/ Retention \$1,000,000 \$1M/ \$10,000 \$1M/ \$10,000

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

RE: For Arts in Central Park, September 16 from 5:00 to 7:00 p.m. and September 17 & 18, 2022 10:00 a.m. to 5:00 p.m. each day. In Central Park Decatur

CERTIFICATE HOLDER	CANCELLATION
For the City of Decatur #1 Gary K. Anderson Plaza Decatur IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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City Clerk

DATE: 7/27/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointments - Human Relations Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Nikki Garry and Vivian Goodman to the Human Relations Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Nikki Garry	Human Relations Commission	8/1/2025
Vivian Goodman	Human Relations Commission	8/1/2025

DATED this 1st day of August, 2022.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

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

PRESENTED AND ADOPTED this 1st day of August, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of August, 2022.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 7/27/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointment - Civil Service Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Todd Ray to the Civil Service Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Todd Ray

Civil Service Commission

7/20/2025

DATED this 1st day of August, 2022.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING REAPPOINTMENT

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

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

PRESENTED AND ADOPTED this 1st day of August, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of August, 2022.

Julie Moore Wolfe, Mayor