Monday, July 1, 2024
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. 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.

IV. Approval of Minutes

Approval of Minutes of June 17, 2024 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution Approving Bid with Henson Robinson for HVAC at 1170 Orchard Street
2. Resolution Approving Bid with Superior Fire Protection Systems for Sprinkler Installation at 1170 Orchard Street
3. Resolution Approving Bid with Carpet Weaver's for Flooring Removed with Asbestos at 1170 Orchard Street
4. Resolution Approving Bid with Parkland Environmental for Asbestos Removal at 1170 Orchard Street
5. Resolution Approving Bid with Jones and Sullivan Enterprises, Inc. for Painting Tile, Handrails, Doors and Window Frames for Asbestos Abatement at 1170 Orchard Street
6. City Manager Update
7. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any

Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

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

B. Ordinance Annexing Territory 2316 Highland Road

C. Ordinance Annexing Territory 2330 Highland Road

D. Ordinance Annexing Territory 2970 Lakeland Road

E. Ordinance Annexing Territory 3020 Lakeland Road

F. Ordinance Annexing Territory 2951 Turpin Road

G. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2024 Trenchless Long Lining Repairs Project, City Project 2024-28

H. Resolution Authorizing Change Order No.1 with C-Hill Civil Contractors, Inc. and Approving Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, Section Number 19-00934-00-BR, City Project 2019-34

I. Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Pond Improvements with Michael D. Switzer

J. Ordinance Rezoning Property from R-3 Single Family Residence District and B-2 Commercial District to M-1 Intense Commercial/Light Industrial District - 2225 To 2389 East Locust Street -

K. Ordinance Vacating Public Right-of-Way - 800 Block of East Sangamon Street

L. Ordinance Vacating Public Right-of-Way - 600 and 700 Blocks of East Sangamon Street and a Portion of the 700 and 800 Blocks of North Morgan Street

M. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 905 E. Wood St

N. Resolution Authorizing Execution and Agreement of FY2023 Safe Streets and Roads for a Grant Agreement with the Federal Highway Administration

O. Resolution Authorizing Execution and Agreement of FY2025 Downstate Operating Assistance Program Grant with Illinois Department of Transportation

VII. Other Business

VIII. Adjournment

SUBJECT: Approval of Minutes of June 17, 2024 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of June 17, 2024 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, June 17, 2024

On Monday, June 17, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Gwen Page, Michael Hartwig, Vicki Sheets and Abeer Motan.

Council members responded to citizens' comments.

The minutes of the June 3, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

City Manager Gleason presented the Treasurer's Financial Report.

Ms. Ruby James, Director of Finance, spoke about changes in the budget from the prior month.

R2024-250 Resolution Authorizing Professional Service Agreement with Arthur J Gallagher Risk Management Services, LLP for Insurance Brokerage and Risk Management Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason provided a brief overview of the Resolution.

Ms. Ruby James, Director of Finance, spoke about the terms of the agreement.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through L. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Horn requested to remove Item C. and Item I from the Consent Agenda Calendar. The Clerk read items A., B., D., E., F., G., and H.:

2024-93 Item A. Ordinance Annexing Territory 3073 Turpin Road

Item B. Receiving and Filing of Minutes of Boards and Commissions

R2024-251 Item D. Resolution Approving Expenditure of City Funds to Renew Microsoft Enterprise 365 Licensing Fulfillment for the next Three Years with CDW-G

R2024-252 Item E. Resolution Authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Utility Adjustments for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks

R2024-253 Item F. Resolution Authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Construction for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks

R2024-254 Item G. Resolution Authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks

2024-95 Item H. 2024-88 Ordinance Authorizing Acceptance of Certain Property of Decatur Public Schools, District 61 for Public Purpose

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

2024-94 Ordinance Amending City Code Chapter 52, Alcoholic Liquor, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Councilman Horn raised questions about the Class L license being restricted to the Central Business District and the number of licenses.

Ms. Wendy Morthland, Corporation Counsel, responded to Councilman Horn's questions.

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

R2024-255 Resolution Supporting Temporary Closure of Lost Bridge Road, a Macon County Roadway for 217 Wiffle Ball Classic, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Council members thanked the organizers of the 217 Wiffle Ball Classic and discussed concerns about the temporary closure of Lost Bridge Road.

Ms. Wendy Morthland, Corporation Counsel, answered questions from Council members concerning the temporary closure of Lost Bridge Road.

Mr. Rusty Johnson, spokesperson for the 217 Wiffle Ball Classic, answered questions from Council members about parking concerns.

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

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

Councilman Horn spoke about garbage service issues, speeding on neighborhood streets and pedestrian safety.

Mr. Matt Newell, Public Works Director, answered questions from Councilman Cooper concerning the Brush College Road closure.

Councilman McDaniel thanked the Decatur Police Department for traffic enforcement.

Councilman Culp thanked city staff, the Decatur Park District and other organizations for bringing the boat races back to Decatur.

Councilman Cooper thanked organizers of the Juneteenth events that occurred over the weekend and encouraged Council members and others to attend future Juneteenth events.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:10 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Resolution Approving Bid with Henson Robinson for HVAC at 1170 Orchard Street

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution and Exhibit	Resolution Letter

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: July 1, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Cordaryl "Pat" Patrick, Director of Economic and Community Development

SUBJECT: Resolution Approving Bids for the Renovation of 1170 Orchard Street (Wee Folks)

RECOMMENDATION: Staff recommend the City Council approve the five bids for rehabilitation of 1170 Orchard St.

BACKGROUND: The City received Community Development Block Grant-Covid (CDBG-CV) funds from the U.S. Department of Housing and Urban Development (HUD) and American Rescue Plan Act (ARPA) from the U. S. Department of Treasury during the pandemic. The CDBG-CV funds were allocated to prevent, prepare for, and respond to the coronavirus pandemic. ARPA funds were allocated for this purpose too; but also included funds to help local governments get back on their feet economically in the years that followed.

As per HUD requirements, staff presented a plan of action to utilize approximately $1.1 million CDBG-CV funds between four recipient projects: 1) a portion of the new Garfield Park project (agreement adopted); 2) a portion of the OKO Community Center urban agriculture and recreation field project; 3) support to Dove's rent and utility assistance programs (rescinded due to barriers to grant compliant distribution); and 4) the acquisition and renovation of the former Wee Folks building into a daycare facility in the urban core. While this general allocation was approved, the specifics of the former Wee Folks project were not approved. The City Council requested a more comprehensive description of the project's details before allowing renovation to move forward. In short, the Council has authorized partial funding for the Wee Folks renovation but has not approved any renovation contracts.

The City Council approved a resolution on March 20, 2023, to purchase and renovate the former Wee Folks building. The council also authorized the City Manager to negotiate an agreement with Love, Learning and Laughter Daycare to operate a quality childcare program within the facility. Staff have begun cleaning the building, performing regular maintenance, and obtaining cost estimates to bring the building up to Department of Child and Family Services (DCFS) standards. The Council directed staff to assemble more information about why project's cost components had increased significantly, what specific sustainability assurances were in the operator's business plan, whether renovation was more efficient than a demolition and rebuild, and other documentation. Based on printed guidance from DCFS, the estimated costs for renovating the Wee Folks building have become more expensive. The lowest responsive and responsible bidders are:

- Asbestos abatement – Parkland Environmental – bid price is $42,976.
- Flooring – Carpet Weaver's – bid price is $45,233.

- Paint tile, handrails, doors/windows frames for asbestos abatement – Jones and Sullivan Enterprises, Inc. bid price is $20,330.
- Install Fire Suppression System and Water Supply – Superior Fire Protection Systems bid price is $119,400.
- Installation of New HVAC Unit – Henson Robinson bid price is $504,900.
- **TOTAL RENOVATION COST - $732,839**

The closing of the former Wee Folks childcare facility during the pandemic left a significant gap in the childcare ecosystem in the urban core. Renovation of this facility is critical to the workforce development initiative for Decatur-Macon County and will immediately provide an additional 250 childcare openings per shift (operator is proposing to ultimately run three shifts by the end of the first 12 months of operation) and help eliminate barriers currently preventing residents from entering the workforce. According to the Workforce Development Systems Assessment, Strategy, and Implementation roadmap commissioned by Decatur and Macon County, more than 6,900 family households in the urban core have children under the age of 18 and 3,222 of those are single-parent households. Overall, more than 12,000 children under the age of 14 live within or near the urban core. In addition, according to the Birth to Five Illinois Early Childhood Regional Needs assessment, "Region 39 is home to 9,034 children aged five and under. There are 3,894 Early Childhood Education and Care (ECEC) slots in publicly and privately funded programs, leaving 5,140 children without ECEC opportunity." This amplifies the need for childcare in the urban core. This project is a direct implementation of City Council's Priority Goal #2: Grow, Enhance and Better Prepare the Local Workforce to Meet Current and Future Demands. Without access to non-traditional childcare opportunities in the urban core, it will be difficult to prepare our residents for the current and future demands of workforce opportunities.

The Jasper Great Streets Great Neighborhoods Roadmap, approved by the City Council in September 2023, identifies this facility as a possible catalyst project. The realignment of this entire area will ensure that the city is a partner in a project that includes the parcels west of Jasper and south of Condit, including the Boys and Girls Club of Decatur, and Hope Academy. The Boys and Girls Club of Decatur brings children from across Decatur and provides important enrichment opportunities. The Hope Academy is a kindergarten through eighth grade school. Prior to the closing of the former Wee Folks, provided before and after workday care services for The Hope Academy and the Boys and Girls Club during summer months. An investment in this facility will once again ensure that children have a safe place to go before and after school. Planning efforts are currently underway to create a campus-like feel. Together this project could be a catalyst in one of the most challenged neighborhoods in Decatur.

Love Learning and Laughter Daycare (LLLD) is owned and operated by Cherri Johnson, a Decatur resident who has worked in every aspect of the childcare industry. LLLD has been a State of Illinois licensed daycare since January 2019. Mrs. Johnson has worked in the daycare industry for over 19 years. She has worked as a school-age Teacher and Assistant Director at the Wee Folks location from March 2013 until May 2017. She was responsible for ensuring the ratios of the classrooms were in accordance with licensing standards, assisted with the student enrollment process, conducted staff and childcare orientations, managed employee onboarding, conducted parent/teacher conferences, and lesson planning for children ages 6-12. Since engaging Mrs. Johnson in January 2023, she has consistently shown her commitment to this project and for

providing high quality childcare services to our residents. She has attended Council meetings and understands there are some reservations. As an attempt to respond to these reservations, she has had continuous communication with the Department of Children and Family Services (DCFS) to ensure a seamless licensing process. She has completed 51 hours of leadership training, partnered with Workforce Solutions to help certify young adults in the childcare field, including planning a job fair for LLLD once it opens for operation in the former Wee Folks facility, and worked tirelessly to clean out the facility in preparation for renovation.

Mrs. Johnson is also the Founder of CJ's Loving Hands, a non-profit designed to help young mothers create a path to success for themselves and their children. She recently received a grant for her non-profit through the Community Foundation of Decatur to assist with these efforts. Mrs. Johnson serves as one of the Founding Board members for the Governor's Birth to Five Initiative, that seeks to provide emergency childcare services throughout Macon County. She also has soft commitments from other partners in Decatur-Macon County to ensure that her business, families, children, and mothers are successful.

Mrs. Johnson currently has a waiting list of over 200 children for her home childcare. However, due to limited capacity in her at-home daycare, she is unable to meet this demand. An investment in this project is not only an investment in brick and mortar, but an investment in the people of Decatur. This project will provide careers for approximately 100 residents that will create a path for livable wages and benefits.

Staff recommends accepting the bids and contingency costs in the total amount of $732,839 utilizing CDBG-CV and ARPA funds for the renovation of the former Wee Folks facility, to reoccupy it into an updated childcare facility that will be operated by Love Learning and Laughter Daycare. An Agreement between the City and the Daycare regarding transfer of the property and conditions under which ownership of the property will revert to the City will return to the City Council for their approval at a future date.

This project is a rare opportunity to simultaneously create a catalyst project on the Jasper Street corridor, advance a key element of workforce development, aid a small business operator, augment existing urban core programs at Hope Academy and the Boys and Girls Club and reuse an old building that does not need to be demolished. The demolition cost for this facility is estimated at $250,000 per our demolition contractors and the cost to rebuild this facility will be between $4,000,000 - $6,000,000 per our architectural and engineering partners. The downside to this project, however, is that it exceeds the staff's original cost estimates.

Ms. Johnson will grow her day care business incrementally and may help address another local workforce need, which is emergency daycare services. She must meet all other regulations from DCFS before receiving a license to operate in this facility, her facility will be eligible for direct reimbursements from the State, and she will also accept private pay clients. The city has not yet learned if it will receive assistance through the RECOMPETE program, but Ms. Johnson's plan is exactly the kind of additional "wrap-around services" it envisions, and which the city will need to provide as match for the RECOMPETE grant programs if they are funded by the federal government.

ATTACHMENTS: Resolutions and Bids.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

RESOLUTION APPROVING BID WITH HENSON ROBINSON FOR HVAC AT 1170 ORCHARD STREET

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

Section 1. That the bid received for the HVAC at 1170 Orchard Street, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Henson Robinson in the amount of $504,900 for 1170 Orchard Street be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Henson Robinson for their total bid price of $504,900.

PRESENTED, PASSED, APPROVED and RECORDED this 1st day of July 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

BID FORM

TO:

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

FOR:

New HVAC Installation
1170 Orchard St.
Decatur, IL

DATE: 4-29-24 (Bidder to enter date)

SUBMITTED BY:

Henson Robinson Company
3550 Great Northern Ave.
Springfield, IL 62711

(Bidder to enter name and address)

OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architectural Expressions, LLP for AEX Project No 6925A, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

BASE BID

$ 504,900.00

Five Hundred Four Thousand Nine Hundred dollars.

B. We have included the required security Bid Bond as required by the Instruction to Bidders.

C. All applicable federal taxes are excluded, and State of Illinois taxes are excluded from the Bid Sum.

ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for ninety (30) days from the bid closing date.

Exhibit 1A

B. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

CONTRACT TIME

A. If this Bid is accepted, we will complete the Work in 365 calendar DAYS from Notice to Proceed.

ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # N/A Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

SUBCONTRACTORS

A. Following is a list of our subcontractors (if any) and the portions of the Work they will perform:

SUBCONTRACTOR	PORTION OF THE WORK
Bodine Electric	Electrical
RL Vollintine	General Trades
Prime Insulation	Insulation
Agile Construction Services	ACT Ceiling

DEADLINE

A. Bids will be accepted until 10:00 a.m., local Central Time, on April 29, 2024, at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will be publicly opened and read.

B. Bids must be marked in the bottom left-hand corner with **"PROJECT NUMBER 6925A - SEALED BID FOR NEW HVAC INSTALLATION – 1170 ORCHARD ST".**

BID FORM SIGNATURE(S)

Joe Kulich	
(Authorized signing officer)	(Authorized signing officer)
President	Executive Vice President
(Title)	(Title)

SUBJECT: Resolution Approving Bid with Superior Fire Protection Systems for Sprinkler Installation at 1170 Orchard Street

ATTACHMENTS:

Description	Type
Resolution and Exhibit	Resolution Letter

RESOLUTION NO. _____

RESOLUTION APPROVING BID WITH SUPERIOR FIRE PROTECTION SYSTEMS FOR SPRINKLER INSTALLATION AT 1170 ORCHARD STREET

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

Section 1. That the bid received for sprinkler installation at 1170 Orchard Street, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Superior Fire Protection in the amount of $119,400 for 1170 Orchard Street be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Superior Fire Protection Systems for their total bid price of $119,400.

PRESENTED, PASSED, APPROVED and RECORDED this 1st day of July 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

BID FORM

TO:

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

FOR:

New Sprinkler Installation
1170 Orchard St.
Decatur, IL

DATE: 4/29/24 (Bidder to enter date)

SUBMITTED BY:

SUPERIOR FIRE PROTECTION SYSTEMS, INC. (Bidder to enter name and address)
1345 S. ELWOOD ST
FORSYTH, IL 62535

OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architectural Expressions, LLP for AEX Project No 6925B, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

BIDDER MAY BID BOTH BASE BID A AND BASE BID B

BASE BID A – SPRINKLER WORK ONLY (WATER SERVICE BY OWNER)

$ 119,400.00

ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED AND 00/100 dollars.

BASE BID B – SPRINKLER WORK WITH WATER SERVICE UPGRADE

$ _____ **(LEAVE BLANK IF NOT BIDDING WORK)**

_____ dollars.

Exhibit A

SUBJECT: Resolution Approving Bid with Carpet Weaver's for Flooring Removed with Asbestos at 1170 Orchard Street

ATTACHMENTS:

Description	Type
Resolution and Exhibit	Resolution Letter

RESOLUTION NO. _____

RESOLUTION APPROVING BID WITH CARPET WEAVER'S FOR FLOORING REMOVED WITH ASBESTOS AT 1170 ORCHARD STREET

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

Section 1. That the bid received for the replacement of asbestos flooring at 1170 Orchard Street, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Carpet Weaver in the amount of $45,233 for 1170 Orchard Street be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Carpet Weaver's for their total bid price of $45,233.

PRESENTED, PASSED, APPROVED and RECORDED this 1st day of July 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

Carpet Weaver's COMMERCIAL

3/14/2024

1971 Pershing Rd,
Decatur Il 62526

Ph: (217)-876-9800 **Fax: (217)-876-9839**

Proposal

To: CITY OF DECATUR Attention:

Job Name: WE FOLK DAY CARE Addendums Acknowledged:

Carpet Weaver's Project Manager: Jody Schenkel (Cell 217-519-3074) jshenkel@carpetweavers.net

Submitted Via: Email

Scope of Bid: 7,515 SQ FT OF ARMSTRONG IMPERIAL TECTURE VCT-COLOR TBD, S515 ADHESIVE, TRI SEAL,TRANSITIONS, LABOR TO TRI SEAL ON FLOOR, LABOR TO DOUBLE SKIMCOAT FLOOR,LABOR TO INSTALL NEW VCT. NO DEMO FIGURED .

Base Bid Price: ----------$45,233.00

* A material and labor allowance of $000.00 has been included for minimal floor prep.
* No polished concrete, sealed concrete, epoxy resinous flooring or epoxy wall materials or labor has been included
* No moisture mitigation, Ceramic Backer board, or protective papers have been included
* Additional floor repairs (grinding, leveling and patching) will be billed at $96.00 per hour
* Premium Overtime not included (Weekends or Holiday)

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. Unless noted above, Carpet Weaver's Inc. does not include floor preparation, final cleaning, floor protection, bonds, permits, dumpsters, water, power, or associated fees. Floor preparation will be charged at $96.00 per man hour plus materials.

We Propose hereby to furnish material and labor - Complete in accordance with above scope of work. Unless otherwise noted above, payment to be made 30 days from invoice date.

Project Manager Signature: _____ ***Proposal valid for*** 30 ***days from this date.***

Acceptance of Proposal: The above prices, scope of work and conditions are satisfactory and are hereby accepted. You are authorized to do the work as written.

Customer Signature: _____ *Date:* _____ *Title:* _____

Exhibit A

SUBJECT: Resolution Approving Bid with Parkland Environmental for Asbestos Removal at 1170 Orchard Street

ATTACHMENTS:

Description	Type
Resolution and Exhibit	Resolution Letter

RESOLUTION NO. _____

RESOLUTION APPROVING BID WITH PARKLAND ENVIRONMENTAL FOR ASBESTOS REMOVAL AT 1170 ORCHARD STREET

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

Section 1. That the bid received for asbestos removal at 1170 Orchard Street, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental in the amount of $42,976 for 1170 Orchard Street be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Parkland Environmental for their total bid price of $42,976.

PRESENTED, PASSED, APPROVED and RECORDED this 1st day of July 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

Parkland Environmental Group, Inc.
Building Inspection • Asbestos Abatement • Demolition

1333 N. Wheeler Ave.
Springfield, IL 62702
(217) 525-2935

Proposal

Customer

Name	**City of Decatur**
Address	1 Gary K Anderson Plaza
City	Decatur State IL ZIP 62523
Contact	Mr. Mike Prichett, Facilities Manager

Date	1/30/2024
Rep	
FOB	

Qty/sq.ft	Project Site: Former Wee Folks Day Care 1170 East Orchard Street	sq/ft price	TOTAL
	Parkland will provide **equipment, labor** for removal of ACM-containing materials. ACM waste will be disposed of in an approved waste facility. ***2024 Prevailing Wage Applies***		
9,069	Perform abatement of 9X9 & 12X12 floor tile and associated mastic adhesive throughout building. Utilize non-friable methods: infrared heat machines & hand trowels etc.	$4.00	$36,276.00
900	Provide patch/repair pipe insulation including boiler room tank insulation. Apply non-asbestos lag cloth and/or end cap to damaged areas.	$3,200.00	$3,200.00
1	***Note: City provide electrical hook-ups for pigtails Additional mastic removal around edging of class rooms & kitchen in basement.*** Proposal good for 90 days.	$3,500.00	$3,500.00
	TOTAL NOT TO EXCEED:		$42,976.00
	Abatement procedures will be performed in accordance with IEPA 40 CFR Part 61 Subpart M). Provide post-abatement report.		

Parkland will furnish all necessary labor and equipment to complete the project in a timely and efficient manner. Payment will be due upon project completion. After 30 days account will be charged 2% interest per month (annual rate 24%) on balance due.

The price for work description, specfications and conditions are satisfactory and are hereby accepted. Parkland is authorized to perform above project as specified. Payment will be made as outlined above. A mechanics lien will be filed in the event of delinquent payment by client for which Parkland Environmental Group is acting as a contractor or a sub-contractor 10 days preceding the time allowed for by law. In case of any lawsuit involving this project contract the client is responsible for all charges and collection fees associated with attorneys and court. Responsibility of this account remains that of client, regardless of insurance coverage. Parkland is not responsible for unforeseen, conealed acbm/racm that may be encountered during course of project, contract will be adjusted acccordingly. Parkland is not liable in the event of future asbestos litigation. Parkland is not responsible for liquidated damages resulting from extensions of projects. Parkland does not guarantee all mastic adhesive will be removed, porous areas, leveling compounds and edges of lower walls may remained stained.

Proposal Acceptance:

Client Signature _____ Date _____

Authorized Parkland Official _____ Date 01-30-2024

Exhibit A

SUBJECT: Resolution Approving Bid with Jones and Sullivan Enterprises, Inc. for Painting Tile, Handrails, Doors and Window Frames for Asbestos Abatement at 1170 Orchard Street

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

RESOLUTION APPROVING BID WITH JONES AND SULLIVAN ENTERPRISES, INC. FOR PAINTING TILE, HANDRAILS, DOORS AND WINDOW FRAMES FOR ASBESTOS ABATEMENT AT 1170 ORCHARD STREET

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

Section 1. That the bid received for painting tile, handrails, doors and window frames for asbestos abatement at 1170 Orchard Street, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Jones and Sullivan Enterprises, Inc. in the amount of $20,330 for 1170 Orchard Street be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Jones and Sullivan Enterprises, Inc., for their total bid price of $20,330.

PRESENTED and ADOPTED on this 1st day of July 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

Jones & Sullivan Enterprises, Inc.
2955 N. Dinneen Street
P.O. Box 3015
Decatur, IL 62524

217/877-7554 Fax: 217/877-9086

Quotation
Quote Number
16007

TO City of Decatur
1 Gary Anderson Plaza
Decatur, IL 62523

PLOT DATE	PATTERN	JOB	
1/25/2024	2/23/2024	Wee Folks - Painting	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Labor and materials to apply a bonding primer and paint two coats 23 single door frames, 4 double door frames, 3 metal columns, 2 kitchen gates and 3 electrical boxes at Wee Folks Daycare.	10,050.00	10,050.00
	1	Labor and materials to prime and paint two coats 24 fan coil unit heaters throughout the building.	7,000.00	7,000.00
	1	Labor and materials to prime and paint existing Boy's and Girl's Restroom Partitions	3,280.00	3,280.00

TOTAL AMOUNT **20,330.00**

Date of Acceptance _____ Signature _____

Please sign and return one copy. If accepted, Jones & Sullivan Enterprises, Inc. is authorized to display a yard sign at project site. Payment in full due upon completion of work. Collection and attorneys fees will be assessed to all accounts placed for collection. The above prices, specifications and conditions are satisfactory and are hereby accepted.

J & S Drywall Service
217/877-7176

www.jonesandsullivan.com

Exhibit A

DATE: 6/24/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, 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 annual Shoreline Classic.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2024-__

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 east 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 east 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 11:00 a.m. on October 6, 2024.

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 July, 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

CITY CLERK

Shoreline Double Trouble



Shoreline Route Modified

15K heads SW up Cantrell to Pier 36 Road.

Go left and follow Lake Front Road to Lost Bridge Road.

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

Left on Country Club Road, stay on Country Club Road to Route 36.

Left onto Route 36 (W). Go to Nelson Blvd. (We will actually use Splash Cove parking lot parallel to Route 36.)

Left on Nelson Blvd. (Use bike path here and then onto Nelson Blvd.) to Cantrell.

Second Loop:

Instead of going back up Cantrell, go straight to the Lake front path, follow past the Beach House down to Lost Bridge Road.

Left on Lost Bridge Road, Left on Country Club Road, Left on Route 36.

When we get to the bridge, we will run to the first light (27th Street) then take a left following the grass path down into the valley (Park District ground) back to Lake Shore Drive and turn right to the finish!

Total = 9.1 Approximately

- First Loop
- Second Loop

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Shoreline Classic, 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 for the Shoreline Classic on the following date and time:

Sunday, October 6, 2024 7:00 a.m. – 11:00 a.m.

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.

For City of Decatur, Illinois:	For Sponsoring Agency: Shoreline Classic
_____	_____
Authorized Representative	Authorized Representative
_____	21 JUN 2024
Date	Date

DATE: 6/17/2024

MEMO: 2024-95

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT: Ordinance Annexing Territory –2316 Highland Road

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2316 Highland Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2316 Highland Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2316 HIGHLAND ROAD

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

> LOT ONE (1) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300 PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-203-023

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 July 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Ralph E. Smith
Marsha L Smith

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2316 Highland Road, and legally described as follows:

LOT ONE (1) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300 PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-203-023

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
Ralph E Smith	RALPH E SMITH	2316 Highland RD.
Marsha L Smith	Marsha L Smith	2316 Highland Rd Decatur Illinois

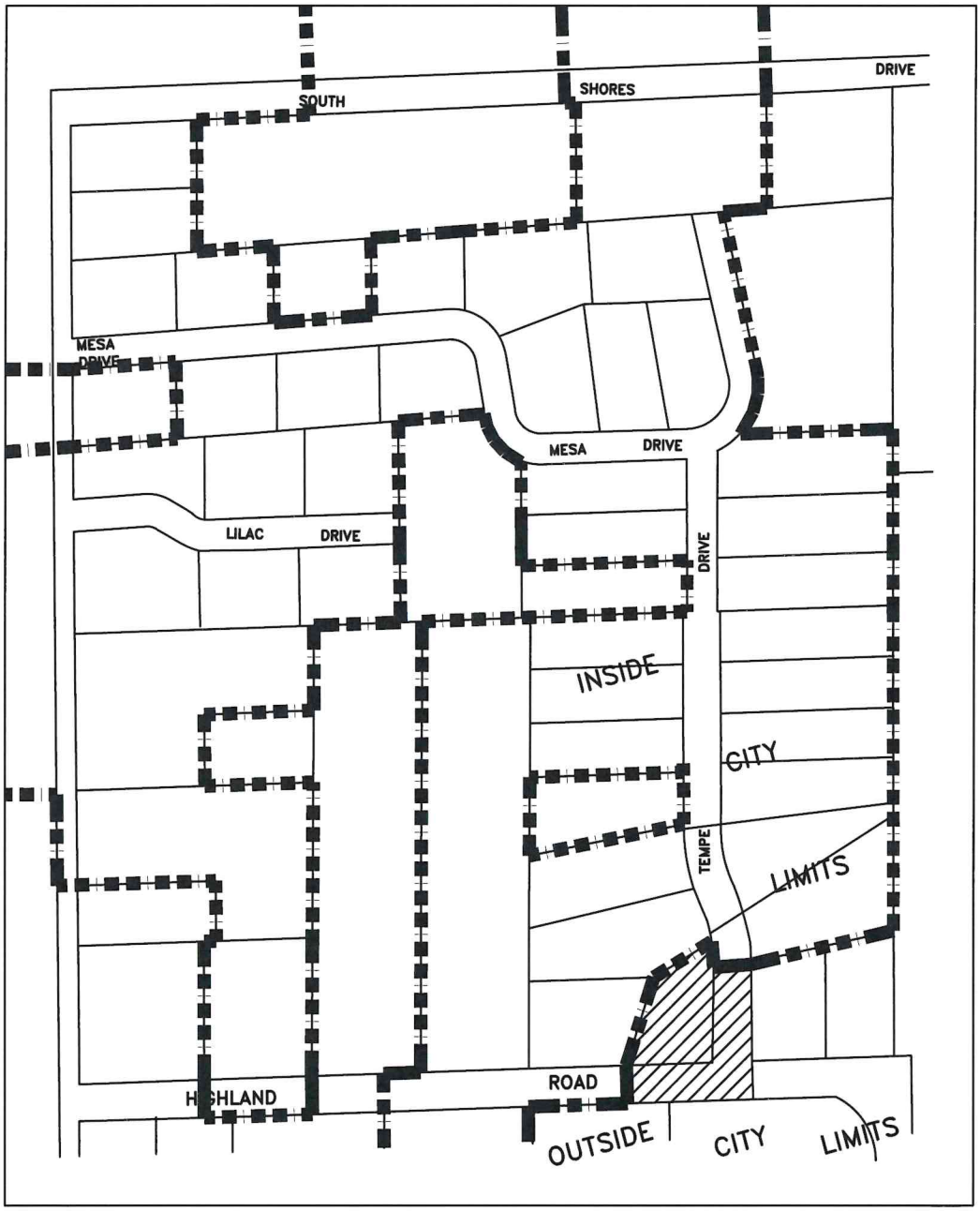
Signed and sworn to before me this 6th day of June, 2024

OFFICIAL SEAL
FELICIA A. EVANS
Notary Public - State of Illinois
My Commission Expires 4/10/2027

Felicia A Evans
Notary Public

(Rev. 12/2014)

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PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2316 HIGHLAND ROAD

indicates territory annexed

indicates existing corporate limits

0.42± acres

AREA 0.00066± sq. miles

355± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

6-13-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 6/17/2024

MEMO: 2024-96

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT:
Ordinance Annexing Territory –2330 Highland Road

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2330 Highland Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2330 Highland Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2330 HIGHLAND ROAD

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

> LOT SIXTEEN (16) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-204-010

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 July 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Jeanette Gooch
PATRICK GOOCH

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2330 Highland Road, and legally described as follows:

LOT SIXTEEN (16) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-204-010__

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
Jeanette Gooch	Jeanette Gooch	2330 Highland Rd Decatur IL 62521
Patrick Gooch	PATRICK GOOCH	

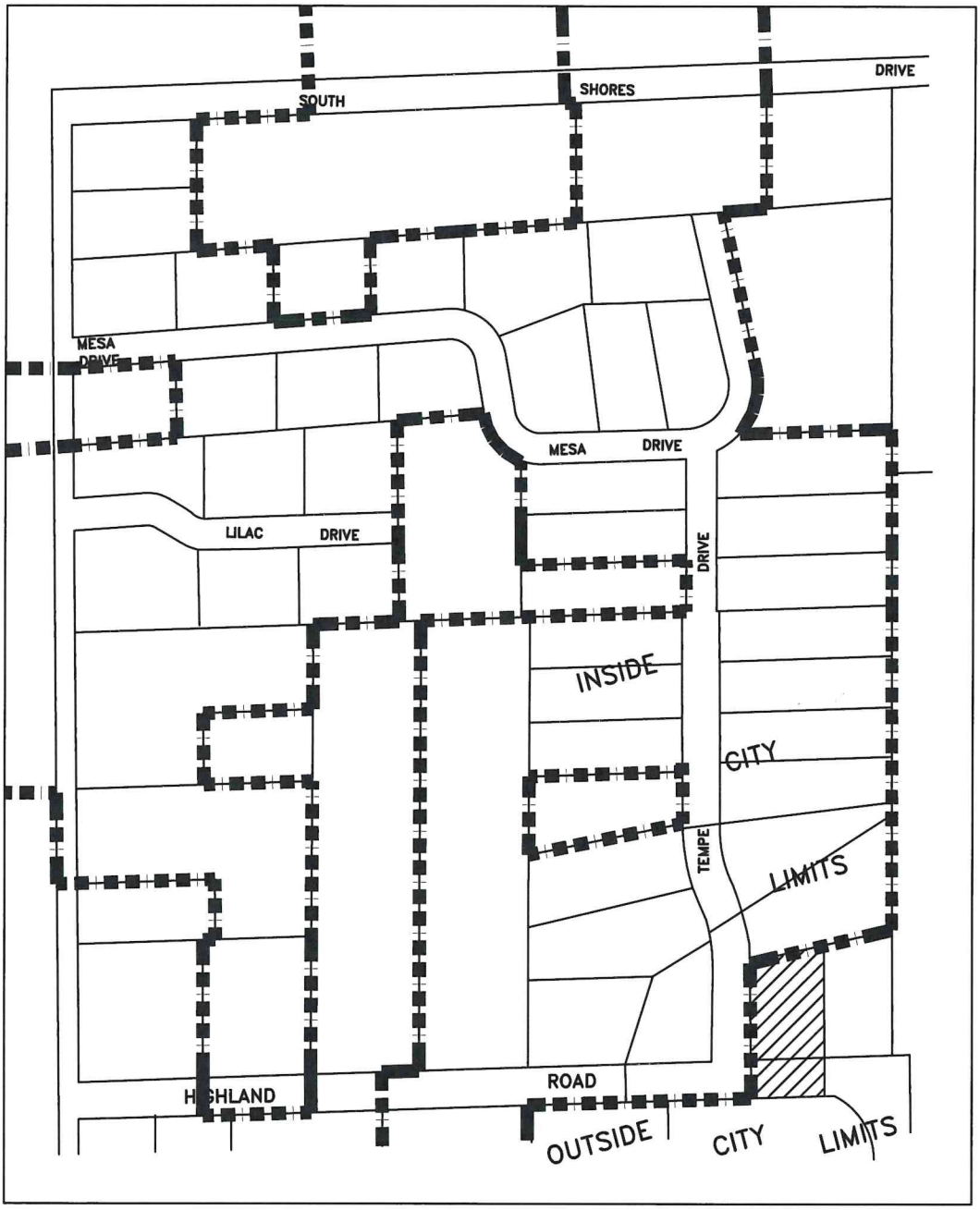
Signed and sworn to before me this 11th day of June, 2024

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

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PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2330 HIGHLAND ROAD

indicates territory annexed

indicates existing corporate limits

0.46± acres

AREA 0.00071± sq. miles

120± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

6-13-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 6/17/2024

MEMO: 2024-97

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT:
Ordinance Annexing Territory –2970 Lakeland Road

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2970 Lakeland Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2970 Lakeland Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2970 LAKELAND ROAD

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

LOT TWENTY (20) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 ON PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-007

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 July 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

   James E. Walters

   Myra M. Walters

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2970 Lakeland Road, and legally described as follows:

   LOT TWENTY (20) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 ON PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-128-007__

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
James E Walters	James E Walters	2970 LAKELAND Rd.
Myra Walters	Myra Walters	Decatur. Il.

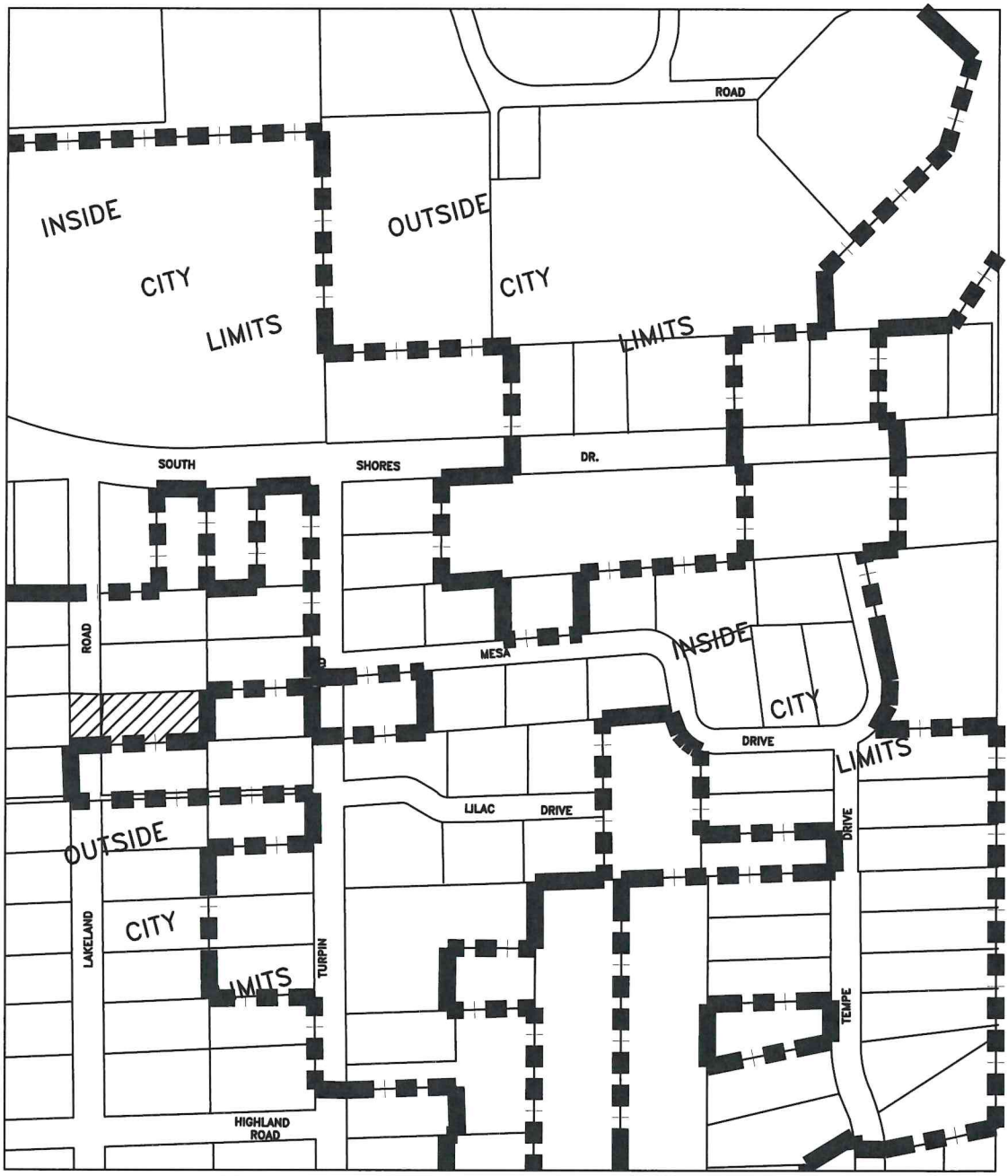
Signed and sworn to before me this 5 day of June, 2024

OFFICIAL SEAL
JENNIFER S DURAND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/7/2025

Jennifer S Durand
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Forced\2970 Lakeland Road\2970 Lakeland Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2970 LAKELAND ROAD

indicates territory annexed

indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

100± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

6-13-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 6/17/2024

MEMO: 2024-98

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT:
Ordinance Annexing Territory –3020 Lakeland Road

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 3020 Lakeland Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3020 Lakeland Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3020 LAKELAND ROAD

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

LOT 18 IN BLOCK 1 OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDE'S OFFICE OF MACON COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART CONVEYED BY FRANCIS H. THOMPSON AND HELEN LOUISE THOMPSON TO ELDON JERRY GIBERSON AND JUDITH M. GIBERSON BY QUICK CLAIM DEED RECORDED ON MARCH 3, 1992 AS DOC NO. 1331933 IN BOOK 2412 PAGE 566, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART OF LOT 18 IN BLOCK 1 OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 6.5 FEET ALONG WEST LINE OF SAID LOT 18; THENCE EAST 210.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE WEST 210.00 FEET ALONG THE SOUTH LINE OF SAID LOT 18 TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-025

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 July 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Bambi Koshinski

Robert Koshinski

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3020 Lakeland Road, and legally described as follows:

LOT 18 IN BLOCK 1 OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDE'S OFFICE OF MACON COUNTY, ILLINOIS. EXCEPTING THEREFROM THAT PART CONVEYED BY FRANCIS H. THOMPSON AND HELEN LOUISE THOMPSON TO ELDON JERRY GIBERSON AND JUDITH M. GIBERSON BY QUICK CLAIM DEED RECORDED ON MARCH 3, 1992 AS DOC NO. 1331933 IN BOOK 2412 PAGE 566, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART OF LOT 18 IN BLOCK 1 OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 6.5 FEET ALONG WEST LINE OF SAID LOT 18; THENCE EAST 210.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE WEST 210.00 FEET ALONG THE SOUTH LINE OF SAID LOT 18 TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-128-025

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
Bambi Koshinski	Bambi Koshinski	3020 Lakeland Rd Decatur, IL
Robert Koshinski	Robert Koshinski	3020 Lakeland Rd Decatur, IL

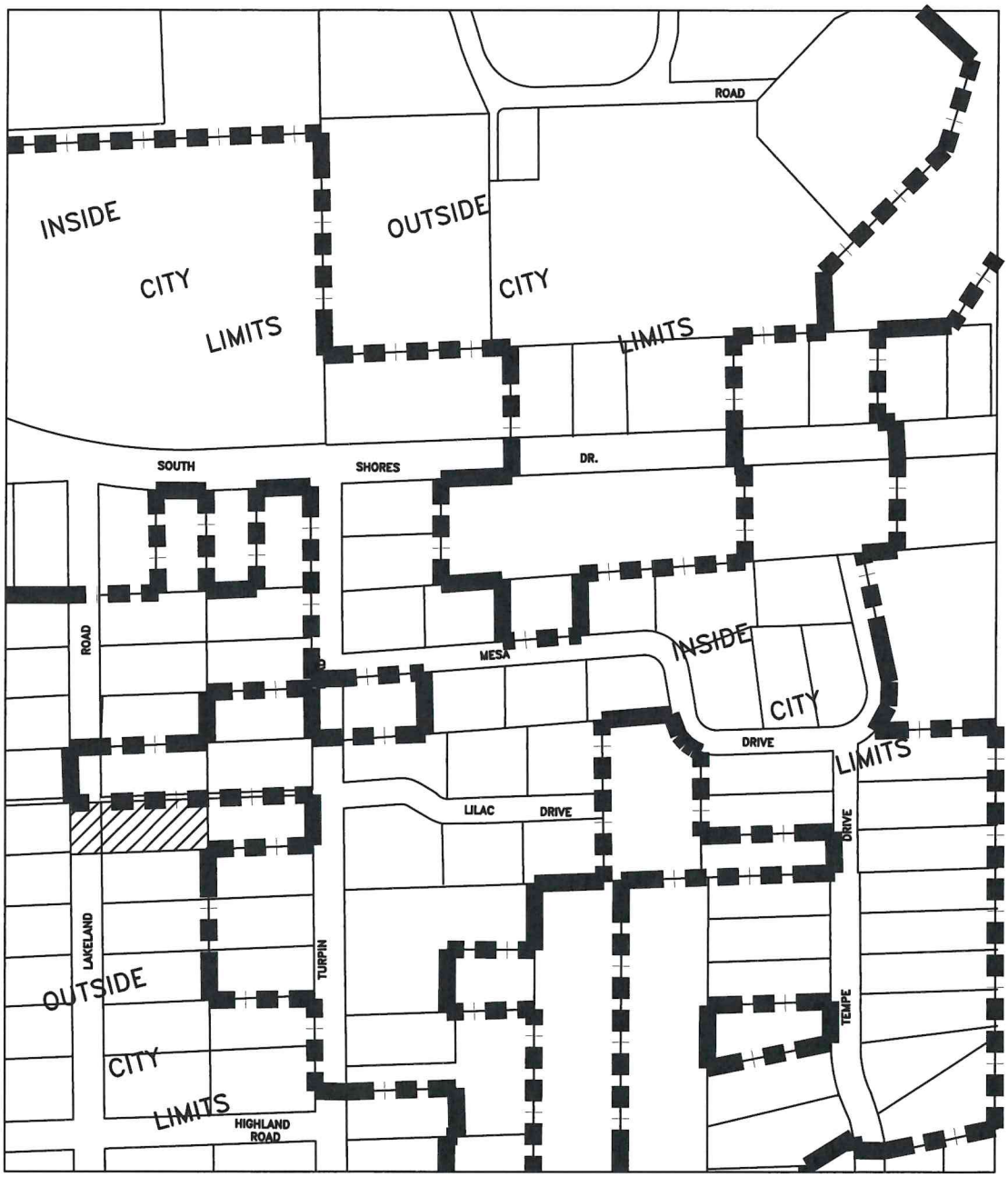
Signed and sworn to before me this 13th day of June, 2024

OFFICIAL SEAL
FELICIA A. EVANS
Notary Public - State of Illinois
My Commission Expires 4/16/2027

Felicia A. Evans
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Forced\3020 Lakeland Road\3020 Lakeland Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3020 LAKELAND ROAD

indicates territory annexed

indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

100± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

6-7-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 6/17/2024

MEMO: 2024-99

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

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

SUBJECT:
Ordinance Annexing Territory –2951 Turpin Road

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2951 Turpin Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2951 Turpin Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2951 TURPIN ROAD

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

LOT FOUR (4) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-016

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of July 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

   Tamara L. Willis

   Robert J. Willis Sr.

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2951 Turpin Road, and legally described as follows:

   LOT FOUR (4) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-128-016__

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Tamara L Willis	Tamara L. Willis	2951 Turpin Rd., Decatur, IL
Robert J Willis Sr	Robert J. Willis SR	2951 Turpin Rd, Decatur, IL.

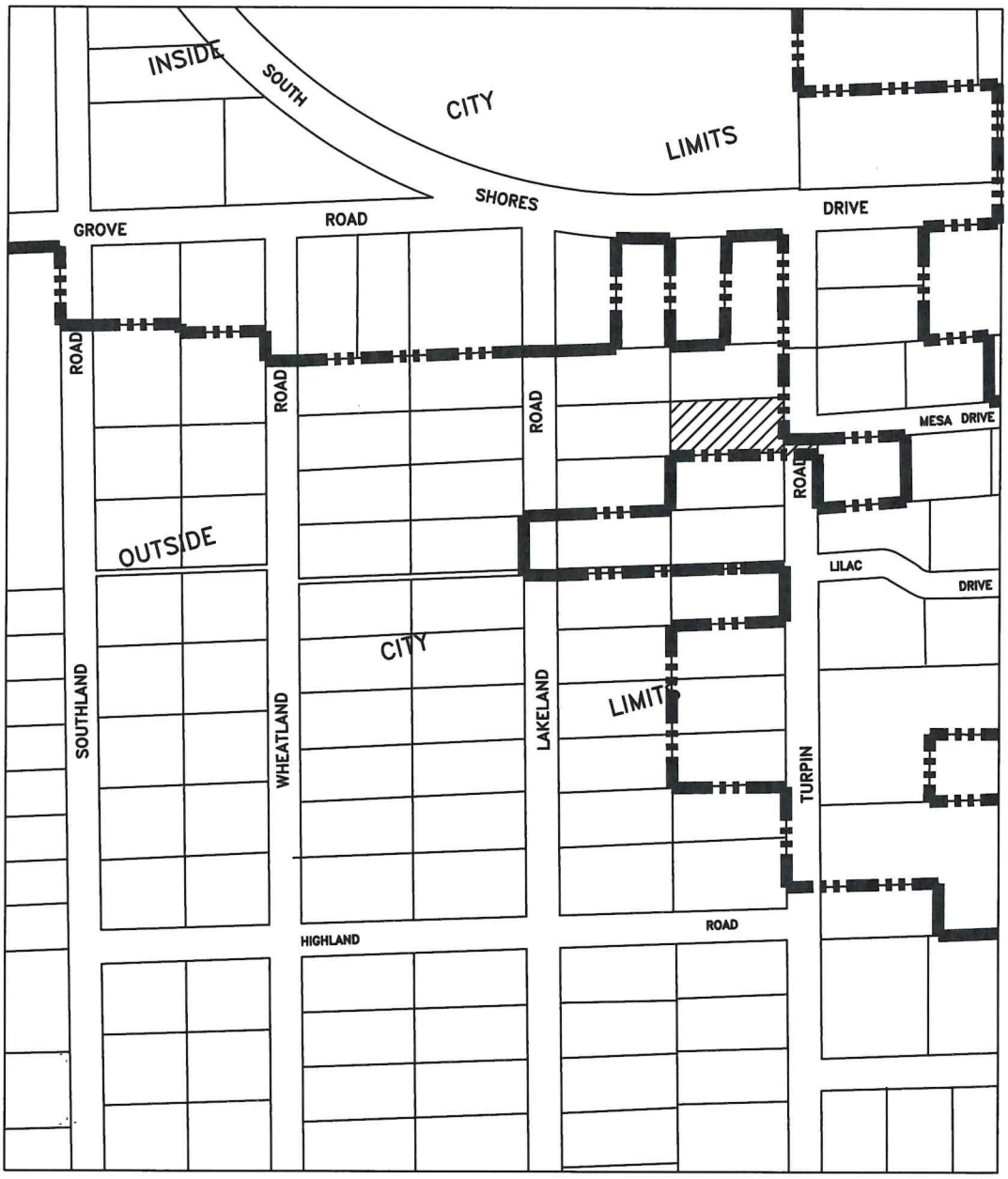
Signed and sworn to before me this 3rd day of June, 20 24

Tara R Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Forced\2951 Turpin Road\2951 Turpin Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2951 TURPIN ROAD

indicates territory annexed

indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

38± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

6-3-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 6/24/2025

MEMO: 2024-101

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC, for 2024 Trenchless Long Lining Repairs Project, City Project 2024-28

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution authorizing a contract in the amount of $658,089.42 for the annual 2024 Trenchless Long Lining Repairs Project, City Project 2024-28, with Insituform Technologies as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. Attachments to the Resolution include all contract documents except for standard "boilerplate" language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

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. Reducing Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance
4. Small Diameter Sewer Rehabilitation

The 2024 Trenchless Long Lining Repairs project primarily addresses priority number 4 by repairing deteriorated sanitary sewer pipes. Secondarily, 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.

2024 Trenchless Long Lining Project
The purpose of this project is to repair structural deficiencies that have been identified within the sanitary sewer system with a minimum disruption to service and disturbance to the surface. Structural deficiencies include broken and missing pieces of pipe, offset pipe joints and voids. The project locations were identified from the annual televised inspections conducted in the City's sanitary sewer system.

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

The annual 2024 Trenchless Long Lining Repairs Project will line approximately 15,300 lineal feet of sanitary sewers ranging from 8-in to 24-in. The work also includes lateral reinstatement, video inspection, sewer cleaning, liner testing, and traffic control.

Project Bid Review
The project plans and specifications were prepared by Engineering Division staff. The project was advertised May 22, 2024, and bids were opened on June 20, 2024. The results for the letting are as follows:

Bidder	**Bid Price**	**Compared to Engineer's Est. Over (-Under)**
Insituform Technologies USA, LLC	**$ 658,089.42**	**-21.0%**
S & K Construction, LLC	$ 723,972.00	-13.1%
Champion Cleaning Specialists, Inc	$ 773,193.62	-7.2%
Hoerr Construction, Inc.	$ 796,060.60	-4.5%
Inliner Solutions, LLC	$ 997,132.00	20%
National Power Rodding Corp.	$1,022611.50	23%
Engineer's Estimate	**$833,364.00**	-------

Insituform Technologies provided the lowest, qualified bid at 21% below the Engineers Estimate. Their bid proposal has been reviewed by staff and has been found to be responsible and responsive. Staff recommends that the City Council approve a contract with Insituform to perform the 2024 Trenchless Long Lining Repairs project.

Minority Participation
Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts." Contractors for City projects shall make a good

faith effort to comply with the following minimum goals:

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

Insituform bid proposal identifies that they will self-perform all work with no subcontracting opportunities.

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department prior to advertising for bids.

SCHEDULE: The project will begin when a Notice to Proceed has been issued following Council approval and is to be completed by December 15, 2024.

PRIOR COUNCIL ACTION: The City Council approved the FY 2024 Budget which allocated funds for this project. This is a yearly major maintenance project for the City.

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

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for this project is allocated in the Sanitary Sewer Fund. The recommended contract amount, based on the lowest responsible bid, is $658,089.42.

The Sanitary Sewer Fund is supported by Sanitary Sewer User Fees.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2024 Trenchless Long Lining Repairs Project, City Project 2024-28	Resolution Letter
Bid Tab	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC, FOR THE 2024 TRENCHLESS LONG LINING REPAIRS, CITY PROJECT 2024-28

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

Section 1. That the tabulation of bids received for City Project 2024-28, 2024 Trenchless Long Lining Repairs, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Insituform Technologies USA, LLC, in the amount of $658,089.42 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Insituform Technologies USA, LLC, attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $658,089.42.

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 July 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

Exhibit A

CONTRACT

THIS CONTRACT, made and entered into this 1st day of July, 2024 by and between the City of Decatur, Illinois, hereinafter called "Owner", and Insituform Technologies USA, LLC hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with ***"2024 Trenchless Long Lining Repairs, 2024-28",*** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **The Completion Date for this project is *December 15, 2024.*** The Contractor shall complete all work subject to the date on or before the specified date.

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	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond	Standard Specifications
Addenda	Appendices

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. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

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

INSITUFORM TECHNOLOGIES USA, LLC

_____

SECRETARY (Corporate Seal)

By _____

PRESIDENT

CONTRACT BOND

Project **2024 Trenchless Long Lining Repairs**

Number **2024-28**

We, **Insituform Technologies USA, LLC, 580 Goddard Avenue, Chesterfield, MO 63005**

a/an) D Individual D Co-partnership D Corporation organized under the laws of_____,as PRINCIPAL, _____

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

Six Hundred, Fifty-Eight Thousand, Eighty-Nine Dollars and 42/100----------

_ Dollars ($658,089.42), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

INSITUFORM TECHNOLOGIES USA, LLC

(Company Name) (Company Name)

By: By:

(Signature & Title) (Signature & Title)

Attest: Attest:

(Signature & Title) (Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

_____

_____

(Insert names of individuals signing on behalf 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 _____ day of _____ A.D.

My commission expires _____ _____ **(SEAL)**

Notary Public

SURETY

_____ By: _____

(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF _____

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

_____

_____

_____

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____ _____ **(SEAL)**

Notary Public

CITY OF DECATUR

Approved this 1st day of July , A.D. 2024

Attest:

City Council

Kim Althoff, City Clerk City of Decatur, Illinois

Julie Moore Wolfe, Mayor

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2024 TRENCHLESS LONG LINING REPAIRS PROJECT
CITY PROJECT *2024-28*

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	SANITARY SEWER LINER, 8 INCH	FOOT	9,172	$28.75	$263,695.00
2	SANITARY SEWER LINER, 10 INCH	FOOT	3,410	$34.17	$116,519.70
3	SANITARY SEWER LINER, 12 INCH	FOOT	1,055	$34.61	$36,513.55
5	SANITARY SEWER LINER, 18 INCH	FOOT	245	$104.20	$25,529.00
7	SANITARY SEWER LINER, 24 INCH	FOOT	200	$157.30	$31,460.00
8	PROTRUDING LATERAL CUT-OUT	EACH	9	$123.78	$1,114.02
9	LATERAL REINSTATEMENT	EACH	187	$71.72	$13,411.64
10	FINAL PROJECT REPORT	L SUM	1	$960.65	$960.65
11	CURED-IN-PLACE LINER TESTING	EACH	44	$256.18	$11,271.92
12	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	$40,000.00	$40,000.00
13	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	14,082	$4.22	$59,426.04
				TOTAL BASE BID	$599,901.52

TOTAL BASE BID IN WORDS Five hundred ninety-nine thousand nine hundred and one dollars and fifty-two cents

RETURN WITH BID

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items. with the base bid work at the owner's sole discretion.

ALTERNATE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
A.1	SANITARY SEWER LINER, 8 INCH	FOOT	525	$21.48	$11,277.00
A.2	LATERAL REINSTATEMENT	EACH	9	$75.00	$675.00
A.3	CURED-IN-PLACE LINER TESTING	EACH	1	$500.00	$500.00
A.4	INITIAL SEWER CLEANING & VIDEO INSPECTION > 24"	FOOT	525	$3.00	$1,575.00
				TOTAL ALTERNATE "A"	$14,027.00

TOTAL ALTERNATE "A" IN WORDS Fourteen thousand twenty-seven dollars and zero cents

ALTERNATE "B"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
B.1	SANITARY SEWER LINER, 8 INCH	FOOT	300	$29.06	$8,718.00
B.2	LATERAL REINSTATEMENT	EACH	9	$75.00	$675.00
B.3	CURED-IN-PLACE LINER TESTING	EACH	1	$500.00	$500.00
B.4	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	300	$5.00	$1,500.00
				TOTAL ALTERNATE "B"	$11,393.00

TOTAL ALTERNATE "B" IN WORDS Eleven thousand three hundred ninety-three dollars and zero cents

ALTERNATE "C"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
C.1	SANITARY SEWER LINER, 18 INCH	FOOT	290	$80.43	$23,324.70

RETURN WITH BID

C.2	LATERAL REINSTATEMENT	EACH	0	$500.00	$0
C.3	PROTRUDING LATERAL CUT-OUT	EACH	0	$500.00	$0
C.4	CURED-IN-PLACE LINER TESTING	EACH	1	$500.00	$500.00
C.5	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	290	$6.00	$1,740.00
				TOTAL ALTERNATE "C"	$25,564.70

TOTAL ALTERNATE "C" IN WORDS Twenty-five thousand five hundred sixty-four dollars and seventy cents

ALTERNATE "D"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
D.1	SANITARY SEWER LINER, 18 INCH	FOOT	70	$77.76	$5,443.20
D.2	LATERAL REINSTATEMENT	EACH	0	$500.00	$0
D.3	CURED-IN-PLACE LINER TESTING	EACH	1	$500.00	$500.00
D.4	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	70	$18.00	$1,260.00
				TOTAL ALTERNATE "D"	$7,203.20

TOTAL ALTERNATE "D" IN WORDS Seven thousand two hundred three dollars and twenty cents

TOTAL BASE BID + ALTERNATES "A-D" $658,089.42

TOTAL BASE BID +ALTERNATES "A-D" IN WORDS Six hundred fifty-eight thousand eighty-nine dollars and forty-two cents

PROJECT NUMBER: 2024-28
PROJECT NAME: 2024 Trenchless Long Lining Repairs Project

BID DATE: 6/20/2024
TIME: 11:00 AM

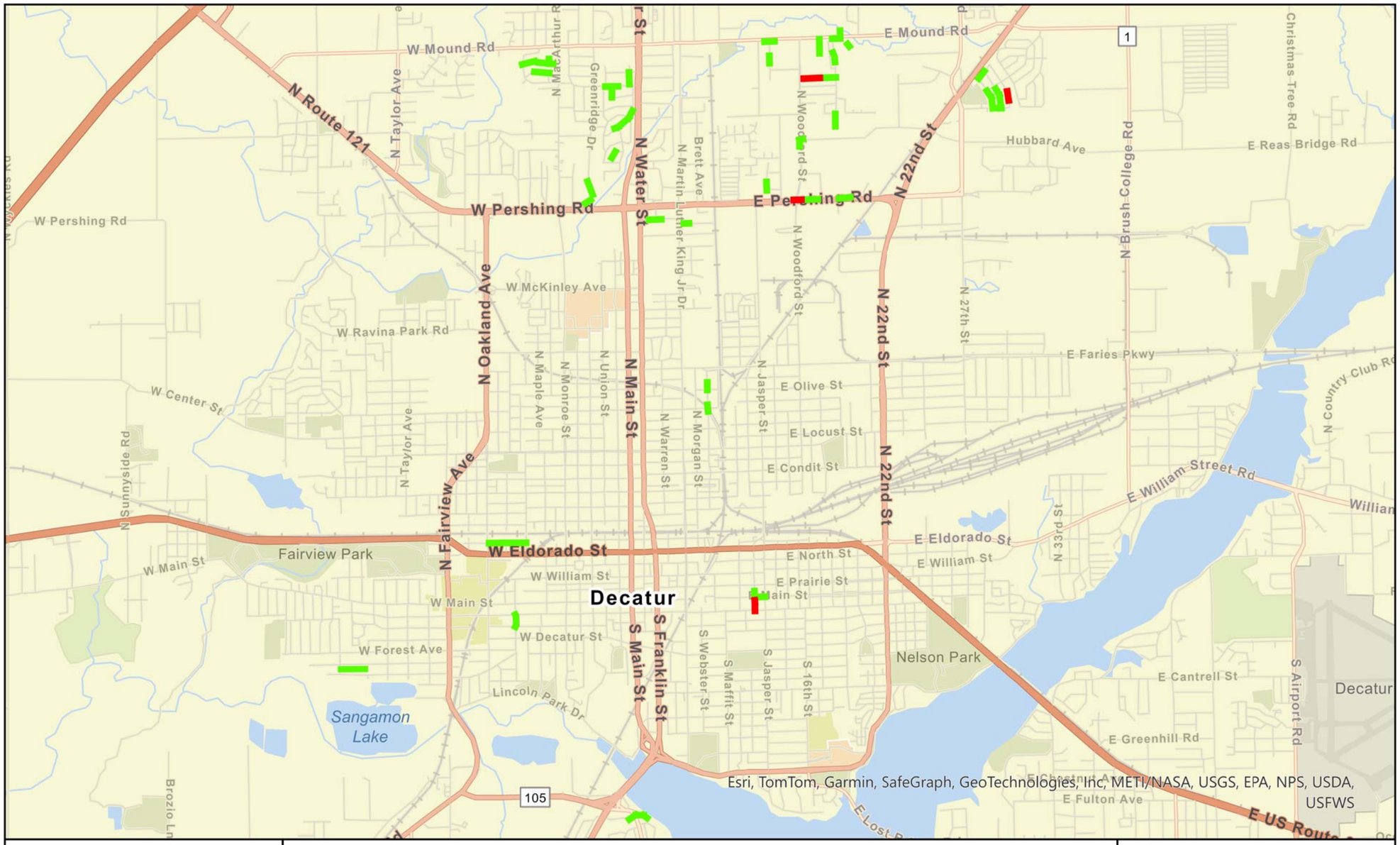
FUND: Sewer Fund & Storm Sewer Fund
ORGANIZATION CODE: 79487906, 78487806
OBJECT CODE: 489030, 489040

Item Number	Pay Item	Quantity	Unit	Engineer's Estimate City Engineering Division Unit Price	Total	Instituform Technologies USA, LLC 580 Goddard Avenue Chesterfield, MO 63005 Contact Person Janet Hass 636-530-8000 jhass@azuria.com Unit Price	Total	SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 Contact Person Boyd Hirtz 636-385-1000 bidcippc@sakcon.com Unit Price	Total	Champion Cleaning Specialist, Inc 8391 Blue Ash Road Cincinnati, Ohio 45236 Contact Person Jon Parmell 513-871-2333 jon@championcleaning.net Unit Price	Total	Hoerr Construction, Inc. 1416 County Road 200 N. Goodfield, IL 61742 Contact Person Max P. Hoerr II 309-6941-6653 info@hoerr.com Unit Price	Total	Inliner Solutions, LLC 4520 N. State Road 37 Orleans, IN 47452-0186 Contact Person Isaiah Nodine 812-865-3232 isaiah.nodine@puriscorp.com Unit Price	Total	National Power Rodding Corp. 2500 W. Arthington St. Chicago, IL 60612 Contact Person Reid Ruprecht 312-666-7700 rruprecht@nationalpowerrodding.com Unit Price	Total
1	SANITARY SEWER LINER, 8 INCH	9,172	FOOT	$40.00	$366,880.00	$28.75	$263,695.00	$30.50	$279,746.00	$28.65	$262,777.80	$35.00	$321,020.00	$49.00	$449,428.00	$42.00	$385,224.00
2	SANITARY SEWER LINER, 10 INCH	3,410	FOOT	$36.00	$122,760.00	$34.17	$116,519.70	$40.00	$136,400.00	$38.66	$131,830.60	$44.00	$150,040.00	$54.00	$184,140.00	$44.21	$150,756.10
3	SANITARY SEWER LINER, 12 INCH	1,055	FOOT	$41.00	$43,255.00	$34.61	$36,513.55	$41.00	$43,255.00	$45.32	$47,812.60	$51.00	$53,805.00	$60.00	$63,300.00	$73.48	$77,521.40
5	SANITARY SEWER LINER, 18 INCH	245	FOOT	$80.00	$19,600.00	$104.20	$25,529.00	$108.00	$26,460.00	$102.54	$25,122.30	$120.00	$29,400.00	$115.00	$28,175.00	$150.00	$36,750.00
7	SANITARY SEWER LINER, 24 INCH	200	FOOT	$175.00	$35,000.00	$157.30	$31,460.00	$151.00	$30,200.00	$167.49	$33,498.00	$166.00	$33,200.00	$180.00	$36,000.00	$200.00	$40,000.00
12	PROTRUDING LATERAL CUT-OUT	9	EACH	$300.00	$2,700.00	$123.78	$1,114.02	$250.00	$2,250.00	$300.00	$2,700.00	$400.00	$3,600.00	$250.00	$2,250.00	$500.00	$4,500.00
13	LATERAL REINSTATEMENT	187	EACH	$100.00	$18,700.00	$71.72	$13,411.64	$100.00	$18,700.00	$10.00	$1,870.00	$120.00	$22,440.00	$95.00	$17,765.00	$325.00	$60,775.00
14	FINAL PROJECT REPORT	1	L SUM	$2,000.00	$2,000.00	$960.65	$960.65	$500.00	$500.00	$500.00	$500.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00	$25,000.00	$25,000.00
15	CURED-IN-PLACE LINER TESTING	44	EACH	$250.00	$11,000.00	$256.18	$11,271.92	$275.00	$12,100.00	$250.00	$11,000.00	$200.00	$8,800.00	$300.00	$13,200.00	$400.00	$17,600.00
16	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
17	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	14,082	FOOT	$7.00	$98,574.00	$4.22	$59,426.04	$4.00	$56,328.00	$9.21	$129,695.22	$4.80	$67,593.60	$4.50	$63,369.00	$5.00	$70,410.00
	ALTERNATE "A"																
A.1	SANITARY SEWER LINER, 8 INCH	525	FOOT	$40.00	$21,000.00	$21.48	$11,277.00	$27.00	$14,175.00	$34.37	$18,044.25	$34.00	$17,850.00	$50.00	$26,250.00	$40.00	$21,000.00
A.2	LATERAL REINSTATEMENT	9	EACH	$100.00	$900.00	$75.00	$675.00	$100.00	$900.00	$10.00	$90.00	$120.00	$1,080.00	$95.00	$855.00	$350.00	$3,150.00
A.3	CURED-IN-PLACE LINER TESTING	1	EACH	$250.00	$250.00	$500.00	$500.00	$275.00	$275.00	$300.00	$300.00	$200.00	$200.00	$300.00	$300.00	$500.00	$500.00
A.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	525	FOOT	$7.00	$3,675.00	$3.00	$1,575.00	$4.00	$2,100.00	$9.21	$4,835.25	$4.80	$2,520.00	$5.00	$2,625.00	$5.00	$2,625.00
	ALTERNATE "B"																
B.1	SANITARY SEWER LINER, 8 INCH	300	FOOT	$40.00	$12,000.00	$29.06	$8,718.00	$29.00	$8,700.00	$47.43	$14,229.00	$42.00	$12,600.00	$50.00	$15,000.00	$55.00	$16,500.00
B.2	LATERAL REINSTATEMENT	9	EACH	$100.00	$900.00	$75.00	$675.00	$100.00	$900.00	$10.00	$90.00	$120.00	$1,080.00	$95.00	$855.00	$500.00	$4,500.00
B.3	CURED-IN-PLACE LINER TESTING	1	EACH	$250.00	$250.00	$500.00	$500.00	$275.00	$275.00	$300.00	$300.00	$200.00	$200.00	$300.00	$300.00	$500.00	$500.00
B.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	300	FOOT	$7.00	$2,100.00	$5.00	$1,500.00	$4.00	$1,200.00	$9.21	$2,763.00	$4.80	$1,440.00	$6.00	$1,800.00	$5.00	$1,500.00
							$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
	ALTERNATE "C"																
C.1	SANITARY SEWER LINER, 18 INCH	290	FOOT	$80.00	$23,200.00	$80.43	$23,324.70	$97.00	$28,130.00	$93.73	$27,181.70	$42.00	$12,180.00	$115.00	$33,350.00	$150.00	$43,500.00
C.2	LATERAL REINSTATEMENT	0	EACH	$100.00	$0.00	$500.00	$0.00	$100.00	$0.00	$100.00	$0.00	$200.00	$0.00	$95.00	$0.00	$0.00	$0.00
C.3	PROTRUDING LATERAL CUT-OUT	0	EACH	$0.00	$0.00	$500.00	$0.00	$250.00	$0.00	$500.00	$0.00	$200.00	$0.00	$250.00	$0.00	$0.00	$0.00
C.4	CURED-IN-PLACE LINER TESTING	1	EACH	$250.00	$250.00	$500.00	$500.00	$275.00	$275.00	$300.00	$300.00	$200.00	$200.00	$300.00	$300.00	$500.00	$500.00
C.5	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	290	FOOT	$7.00	$2,030.00	$6.00	$1,740.00	$4.00	$1,160.00	$9.21	$2,670.90	$4.80	$1,392.00	$7.00	$2,030.00	$5.00	$1,450.00
	ALTERNATE "D"																
D.1	SANITARY SEWER LINER, 18 INCH	70	FOOT	$80.00	$5,600.00	$77.76	$5,443.20	$277.00	$19,390.00	$202.69	$14,188.30	$180.00	$12,600.00	$165.00	$11,550.00	$250.00	$17,500.00
D.2	LATERAL REINSTATEMENT	0	EACH	$100.00	$0.00	$500.00	$0.00	$100.00	$0.00	$100.00	$0.00	$300.00	$0.00	$95.00	$0.00	$0.00	$0.00
D.3	CURED-IN-PLACE LINER TESTING	1	EACH	$250.00	$250.00	$500.00	$500.00	$275.00	$275.00	$400.00	$400.00	$200.00	$200.00	$300.00	$300.00	$500.00	$500.00
D.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	70	FOOT	$7.00	$490.00	$18.00	$1,260.00	$4.00	$280.00	$14.21	$994.70	$16.00	$1,120.00	$7.00	$490.00	$5.00	$350.00

	BASE BID			$760,469.00	-$0.21	$599,901.52	-$0.15	$645,939.00	-$0.10	$686,806.52	-$0.04	$731,398.60	$0.18	$901,127.00	$0.19	$908,536.50	
A.	ALTERNATE "A"			$25,825.00	-$0.46	$14,027.00	-$0.32	$17,450.00	-$0.10	$23,269.50	-$0.16	$21,650.00	$0.16	$30,030.00	$0.06	$27,275.00	
B.	ALTERNATE "B"			$15,250.00	-$0.25	$11,393.00	-$0.27	$11,075.00	$0.14	$17,382.00	$0.00	$15,320.00	$0.18	$17,955.00	$0.51	$23,000.00	
C.	ALTERNATE "C"			$25,480.00	$0.00	$25,564.70	$0.16	$29,565.00	$0.18	$30,152.60	-$0.46	$13,772.00	$0.40	$35,680.00	$0.78	$45,450.00	
D.	ALTERNATE "D"			$6,340.00	$0.14	$7,203.20	$2.15	$19,945.00	$1.46	$15,583.00	$1.20	$13,920.00	$0.95	$12,340.00	$1.89	$18,350.00	
	TOTAL BIDS (AS CORRECTED)			$833,364.00		$658,089.42		$723,974.00		$773,193.62		$796,060.60		$997,132.00		$1,022,611.50	
	Percent Over Under ENGINEER'S ESTIMATE					-21%		-13%		-7%		-4%		20%		23%	

Paul E. Caswelll, City Engineer of Public Works

6/24/24
Date


W Mound Rd
E Mound Rd
N Route 121
N Taylor Ave
N MacArthur Rd
Greenridge Dr
N Water St
Brett Ave
N Martin Luther King Jr Dr
N Woodford St
N 22nd St
Hubbard Ave
N Brush College Rd
Christmas Tree Rd
E Reas Bridge Rd
W Pershing Rd
E Pershing Rd
W McKinley Ave
W Ravina Park Rd
N Oakland Ave
N Maple Ave
N Monroe St
N Union St
N Main St
N Warren St
N Morgan St
N Jasper St
N 27th St
E Faries Pkwy
E Olive St
E Locust St
E Condit St
W Center St
N Taylor Ave
N Fairview Ave
N Sunnyside Rd
E William Street Rd
N Country Club Rd
W Eldorado St
E Eldorado St
E North St
E William St
W William St
E Prairie St
W Main St
Fairview Park
Decatur
S Main St
S Franklin St
S Webster St
S Maffit St
S Jasper St
S 16th St
S 33rd St
W Decatur St
W Forest Ave
Nelson Park
E Cantrell St
S Airport Rd
Decatur
Lincoln Park Dr
Sangamon Lake
E Greenhill Rd
E Fulton Ave
Brozio Ln
105
1
Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS
2024-28 Segments_Alt
2024-28 Segments
2024-28 Trenchless Long Lining Repairs
Overall Project Map
City of Decatur, IL
N
0 0.5 1 Mi
0 1.25 2.5 Km

DATE: 6/24/2024

MEMO: 2024-102

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:
Resolution Authorizing Change Order No. 1 with C-Hill Civil Contractors, Inc and Appropriating Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, Section Number 19-00934-00-BR, City Project 2019-34

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution authorizing change order no 1 with C-Hill Contractors, Inc. for $40,000 and appropriating an additional $40,000 in Motor Fuel Tax Rebuild Illinois (RBI) funds to replace the Grove Rd Bridge over the Sand Creek Arm of Lake Decatur.

BACKGROUND:
On February 5, 2024, the City Council authorized a contract with C-Hill Contractors to replace the Grove Road Bridge over the Sand Creek arm of Lake Decatur. Work began this spring with removal of the old bridge to make room to begin the installation of new piers for the new 3-span bridge.

Grove Road Bridge Obstruction Removal

The Grove Road Bridge piers in Lake Decatur are designed as individual steel casings that are drilled into the lake bottom. One of the main benefits of using drilled casings is that a coffer dam is not required. The specifications are written that the drilling operation occurs in soil with the casing pushed in then the contractor will auger the casing down to the depth required. The contractor found obstructions consisting of concrete and wood at a depth ranging from 10’ to 15’ below the lake level at nearly all the casing locations. Finding obstructions during drilling is not uncommon and the specifications are set up to track the extra time necessary to work through the obstruction. The additional time is paid separately using contingency funds. The total cost to remove the obstructions at the ten casing locations was approx. $62,500 which exceeded the $54,500 project contingency. It is recommended to approve an additional $40,000 to cover the costs exceeding the current contingency and to restore a $32,000 project contingency to complete the project.

An alternate option to stay within the current budget would be to make modifications to the design which would include a combination of a reduction in pavement replacement and shoreline

protection. The alternate options are not ideal but are possible if there are concerns with adding contingency.

LEGAL REVIEW: The Contract is a standard IDOT form required for the use of State MFT funds.

SCHEDULE: The project is planned for completion by the end of October.

PRIOR COUNCIL ACTION:
June 20, 2016 – The City Council was given a memorandum detailing the condition and status of the City's bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges that were known to City staff as having structural concerns. The following bridges were identified, including Center Street and Grove Road Bridges.

Mound Road / Spring Creek (East) Bridge (Reconstructed in 2017)
Mound Road / Spring Creek (West) Bridge (Reconstructed in 2019)
Mound Road / Spring Creek (Middle) Bridge (Reconstructed in 2019)
Center Street / Stevens Creek Bridge (Replaced in 2021)
Meadowlark Bridge (Under contract for replacement in 2022)
Taylor Road Bridge (Replaced in 2020)
Grove Road Bridge (Current contract)
Garfield Avenue Bridge / Illinois Central Railroad Yard
Garfield Avenue / 22nd Street Bridge (Preliminary Design Scheduled for 2022)
Country Club / Lake Decatur Bridge

September 3, 2019 – The City Council authorized resolution 2019-125 authorizing an agreement with AECOM for preliminary engineering services for an in-depth inspection of the bridge for a fee not to exceed $18,050.

January 18, 2022 – The City Council authorized resolution 2022-13 authorizing an agreement with WHKS for final design engineering services for a fee not to exceed $221,181.

February 5, 2024 – The City Council authorized resolution 2024-27 authorizing a contract with C-Hill Civil Contractors, Inc for the replacement of Grove Rd Bridge for $1,300,000.

February 5, 2024 – The City Council authorized resolution 2024-28 authorizing an agreement with WHKS for construction engineering services for a fee not to exceed $19,230.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
WHKS, Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is available in the State Motor Fuel Tax Fund using Rebuild Illinois Funds. The change order will add an additional $40,000, for a total project expenditure of $1,340,000.

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

ATTACHMENTS:

Description	Type
Resolution Authorizing Change Order No.1 with C-Hill Civil Contractors, Inc. and Approving Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, Section Number 19-00934-00-BR, City Project 2019-34	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH C-HILL CIVIL CONTRACTORS, INC AND APPROPRIATING MOTOR FUEL TAX REBUILD ILLINOIS (RBI) FUNDS FOR THE GROVE ROAD BRIDGE OVER SAND CREEK ARM OF LAKE DECATUR
SECTION NO. 19-00934-00-BR
CITY PROJECT 2019-34

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

Section 1. That the Contract between C-Hill Civil Contractors and the City of Decatur be, and the same is hereby, modified and amended to authorize Change Order No. 1 for an additional amount of $40,000; and a total project cost of $1,340,000.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Change Order No. 1, attached hereto as Exhibit A, on behalf of the City.

Section 3. That the changes in the above-described Contract are germane to said Contact, as signed, and such Changes Orders are in the best interest of the City of Decatur and are authorized by law.

Section 4. That the Director of Public Works herby certifies that the additional work was not foreseeable at the time said contract was bid and let.

Section 5. That there is hereby appropriated the additional sum of $40,000.00 of Rebuild Illinois funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

Section 6. That only those streets, highways; and operations as listed and described as part of the Grove Road Bridge Replacement Project, are eligible for Motor Fuel Tax Rebuild Illinois funds and shall be designated as Section 19-00934-00-BR.

Section 7. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 8. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit B and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of July, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

Exhibit A

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

Change Order

Date: 6/24/2024 Project: Grove Road Bridge over Sand Creek Arm of Lake Decatur
Request No. 1 ☐ Final Project Number: 2019-34

Contractor: C-Hill Civil Contractors, Inc.
Address: 14 Dean St
Campbell Hill, IL 62916

I recommend that an ☒ addition ☐ deduction of $40,000 be made to the above contract.

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

Amount of original contract	$	1,300,000
Amount of previous change orders	$	0.00
Amount of current change order	$	40,000.00
Amount of adjusted/final contract	$	1,340,000

Total net ☒ addition ☐ deduction to date $ 40,000 which is 3.1 % of Contract Price

State fully the nature and reason for the change order Obstructions removal at permanent casings

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

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

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

Recommended _____ Public Works Director _____ Date

Accepted _____ Contractor _____ Date

Approved _____ Mayor _____ Date

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Supplemental		19-00934-00-BR

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)
of Decatur (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Grove Rd	058-6010		0.9 Miles E of Franklin St	Lake Decatur Sand Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction for the full removal and replacement of the structure, proposed structure number 058-6012

2. That there is hereby appropriated the sum of Forty thousand and 00/100---------- ---------- Dollars ($40,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)
of Decatur (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council (Governing Body Type) of Decatur (Name of Local Public Agency) at a meeting held on July 01, 2024 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1 (Day) day of July, 2024 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

DATE: 7/1/2024

MEMO: 2024-100

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director
Robert Weil, P.E., Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Pond Improvements with Michael D. Switzer

SUMMARY RECOMMENDATION:
It is recommended that the City Council authorize a Lake Decatur Watershed Farmland Conservation Program Agreement between the City of Decatur and Michael D. Switzer for the construction of a pond to control nutrients, sediment and erosion for a not to exceed cost to the City of $61,875. This amount represents 90% of the total project cost of $55,687.50 with a 10% contingency. The remainder ($6,187.50) will be paid by the property owner.

BACKGROUND:
The City's 2021 Watershed Management Plan is designed to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. City staff manages the watershed conservation efforts in-house with the assistance of Northwater Consulting, the City's Watershed Management Plan consultant.

The pond is to be constructed on private land adjacent to the lake and is expected to result in these reductions over the life of the project:

Nitrogen 6,050 pounds
Phosphorus 975 pounds
Sediment 1,850 tons

The agreement financials are:
Owner Cost $ 6,187.50
Maximum City Cost (reimbursed to owner after construction)* $55,687.50
Total Not to Exceed Project Cost $61,875.00

*In order to successfully entice landowners to construct these watershed conservation projects, landowners are reimbursed by the City for 90% of the total project cost. Landowners pay for 10%

of the total.

A project summary with location map is attached.

COUNCIL PRIORITY GOALS:
This project addresses City Council's Priority Goal #6, Key Implementation Strategy #3: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and proper watershed stewardship for the future.

LEGAL REVIEW:
The agreement form was approved by the Legal Department on September 21, 2022.

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

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Robert Weil, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:
These projects are funded by the Water Lake Capital Budget - Watershed Management.

ATTACHMENTS:

Description	Type
Resolution with Switzer Agreement	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM AGREEMENT FOR POND IMPROVEMENTS WITH MICHAEL D. SWITZER

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

Section 1. That the Lake Decatur Watershed Farmland Conservation Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Michael D. Switzer, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Michael D. Switzer, for a cost not to exceed $61,875.

PRESENTED and ADOPTED this 1st day of July 2024.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

LAKE DECATUR WATERSHED

PROTECTION PROGRAM AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Agreement ("Agreement") is entered into by and between MICHAEL D. SWITZER, Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

1. Owner agrees to participate in City's Lake Decatur Watershed Protection ("Program") for soil erosion control, nutrient management and water quality improvements for property they own located in Macon, County, Illinois more particularly described as

LEGAL DESCRIPTION

Tract 1: The West Half (W1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), Township Seventeen (17) North, Range Three (3) East of the Third Principal Meridian. (Except coal and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois.

Permanent Index Number: 14-08-27-200-009

and hereinafter referred to as "Property."

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

5. All drawings, specifications, reports, records, and other work product or writings developed in connection with Project are public documents and shall remain the property of City whether the Project is completed or not. Owner acknowledges and agrees that said documents are subject to disclosure under the Illinois Freedom of Information Act.

6. Owner shall not begin Project as set forth in Exhibit 1 until and unless City approves plans for Project in writing.

7. Owner shall provide documentation as required by City of all expenses and costs incurred in the installation or implementation of Project within thirty (30) days of the completion of Project. Failure to comply with this requirement for timely submission of documentation may result in partial or complete loss of rights for reimbursement for Project.

8. City shall reimburse Owner for a portion of the Project cost as set forth in Exhibit 2 within sixty (60) days following receipt of all necessary documentation demonstrating completion of Project, City inspection of compliance of Project and complete and final payment of all expenses of Project by Owner. Owner acknowledges that the reimbursement set forth in this Agreement for Project in no way implies the continued financial support for Project or maintenance of Project beyond the specified amount set forth in this Agreement.

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning, constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot checking Project for the term of this Agreement.

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the

City has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City a portion of monies received as set forth in Exhibit 4 under the terms of this Agreement within thirty (30) days following demand by the City for payment.

11. Owner hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of funds provided in this Agreement or the Project undertaken by Owner, including but not limited to Owner's violation of any of the covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of Project, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the use of funds in Program or in the construction, operation or maintenance of Project.

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding

becomes unavailable for any reason for Project prior to any actual construction of Project or if the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

14. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

OWNER:

Michael D. Switzer
7002 Star Route Road
Oakley, IL 62501

CITY:

City of Decatur
City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

15. Owner and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Owner and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This is an enforceable Agreement placing specific obligations on the City and the Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

19. Time shall be considered to be of the essence of this Agreement.

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers, assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

22. A Memorandum in the form attached as Exhibit 3 shall be executed by the parties and will be recorded with the County Recorder of Deeds of the county location of Property at the City's expense evidencing the terms of this Agreement.

23. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

24. If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

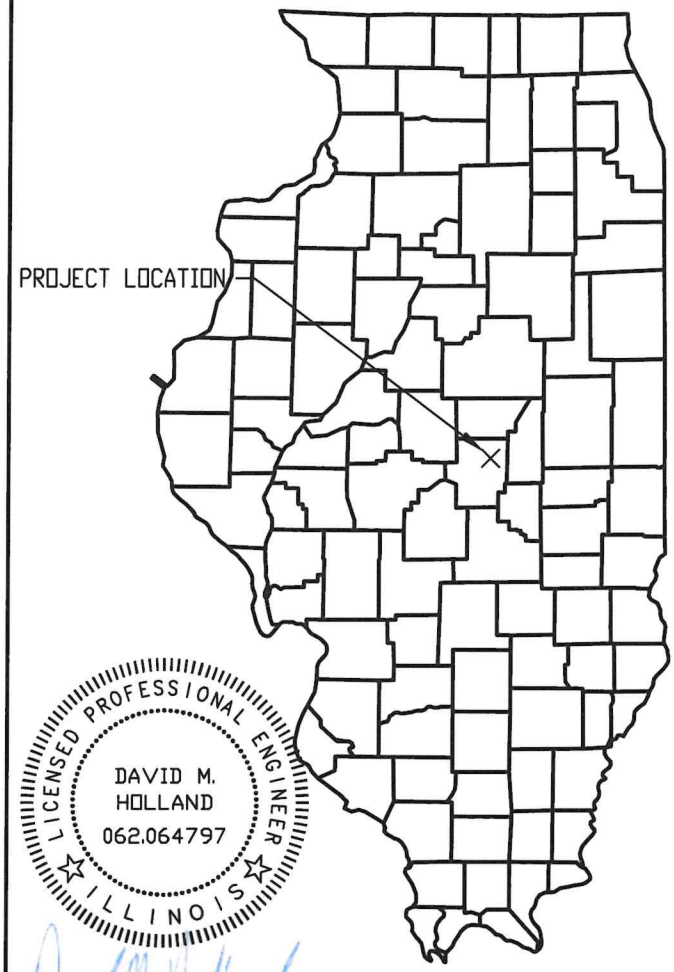
25. Neither Owner, their contractors, subcontractors, or other persons or entities hired to perform any work on Project shall be deemed an agent, employee, officer or partner of the City for any matters contained in this Agreement.

26. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

CITY OF DECATUR, ILLINOIS	Michael D. Switzer
	PRINTED NAME OF OWNER
By:_____	By: Michael D Switzer
Date:_____	Date: 20 JUNE 2024

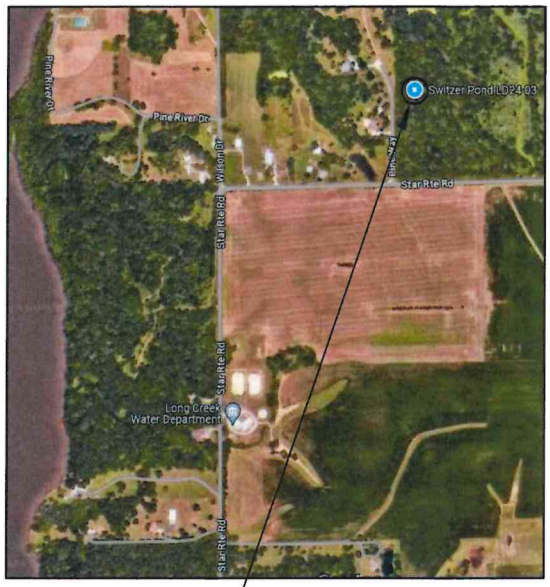
Detailed Plans For
Switzer Retention Basin BMP LD24–03
Latitude: 39d 54' 10.9"N Longitude 88d 51' 01.0"W
Macon County, Illinois



Index Of Sheets

1. Cover Sheet
2. General Notes & Specifications
3. Construction Notes & Specifications
4. Overall Plan
5–6. NRCS Plan Detail for Earth Dam
7. NRCS Data Sheet for Dams
8. NRCS Detail for Hood Inlet
9. NRCS Detail for Antiseep Collar
10. NRCS Detail for Pipe Outlet
11. NRCS Detail for CMP Flared End Section
12–13. NRCS Detail for CMP Appurtenances
14. Pipe Length Check

VICINITY MAP



BASIN LOCATION

LICENSED PROFESSIONAL ENGINEER
DAVID M. HOLLAND
062.064797
ILLINOIS

signature

May 8, 2024
date

license expires 11-30-2025

STATE OF ILLINOIS

Contractor is responsible for contacting Illinois JULIE 811 or 1–800–892–0123 www.illinois1call.com

Engineering Job Class IV

Sec.27, T17N, R3E

Benchmark Description:

Point #	Northing	Easting	Elevation	Description
BM 1	1,178,652.63	840,044.44	683.91	HUB
BM 2	1,178,982.93	839,064.10	668.32	HUB
BM 3	1,178,940.79	839,289.37	655.47	HUB

		Date
Designed	D. Holland	5/24
Drawn	D. Holland	5/24
Checked		
Approved		

NRCS
Natural Resources Conservation Service
United States Department Of Agriculture

COVER SHEET

File Name: IL-ENG-6
Drawing No.: 1
Sheet 1 of 14

GENERAL NOTES & SPECIFICATIONS

1. THESE CONSTRUCTION PLANS AND GENERAL INFORMATION ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.

2. THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL INCLUDE ALL THE NECESSARY LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO INSTALL THE PROPOSED RETENTION BASIN, PRIMARY SPILLWAY, OUTLET PROTECTION, AND RESTORATION SEEDING INCLUDING ALL APPURTENANCES AS SHOWN ON THE PLANS AND AS DESCRIBED IN THESE SPECIFICATIONS.

3. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE A PART HEREOF:
   - 3.1. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", AS PREPARED BY IDOT, LATEST EDITION.
   - 3.2. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION.
   - 3.3. "CONSTRUCTION SPECIFICATIONS AND INSTRUCTION", AS DESCRIBED IN THE ILLINOIS URBAN MANUAL.

   IN THE EVENT OF CONFLICTING SPECIFICATIONS WITH REGARD TO SITE WORK ISSUES DESIGNED BY THE ENGINEER, THE MORE STRINGENT SPECIFICATION REQUIREMENTS SHALL GOVERN.

   CONTRACTOR SHALL COMPLY WILL ALL LANDOWNER GENERAL RULES AND REGULATIONS AND ALL OTHER APPLICABLE POLICIES AND ORDINANCES EXCEPTING THOSE ACTIONS EXPRESSLY PERMITTED BY THE CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR MUST, THEREFORE, BE FAMILIAR WITH AND ADHERE TO THE MINIMUM SAFETY STANDARDS AS SET FORTH IN PUBLIC LAW 91-596 ADMINISTERED BY THE DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND AS FURTHER DEFINED IN PART 1926 OF TITLE 29 CODE OF THE FEDERAL REGULATIONS ENTITLED "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION".

5. PRIOR TO COMMENCEMENT OF ANY OFF-SITE CONSTRUCTION, THE CONTRACTOR SHALL SECURE WRITTEN AUTHORIZATION THAT ALL OFF-SITE EASEMENTS HAVE BEEN SECURED, AND THAT PERMISSION HAS BEEN GRANTED TO ENTER ONTO PRIVATE PROPERTY OR PUBLIC RIGHT-OF-WAY.

6. WHERE SECTION OR SUB-SECTION MONUMENTS AND PROPERTY OF REFERENCE MARKERS ARE ENCOUNTERED THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH MONUMENTS OR MARKERS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL MONUMENTS OR MARKERS UNTIL AN AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A REGISTERED LAND SURVEYOR TO RE-ESTABLISH ANY MONUMENTS OR MARKERS DESTROYED BY HIS OPERATIONS.

7. CONSTRUCTION SHALL NOT BLOCK OFF-SITE DRAINAGE.

8. ELECTRIC, TELEPHONE, NATURAL GAS, AND OTHER UTILITY COMPANIES MAY HAVE UNDERGROUND AND/OR OVERHEAD SERVICE FACILITIES IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT (800) 892-0123 FOR UTILITY LOCATIONS.

9. THE CONTRACTOR SHALL CALL TO THE ATTENTION OF PROJECT MANAGER AND/OR ENGINEER ANY ERRORS OR DISCREPANCIES WHICH MAY BE SUSPECTED IN LINES AND GRADES WHICH ARE ESTABLISHED BY PROJECT MANAGER AND/OR ENGINEER, AND SHALL NOT PROCEED WITH THE WORK UNTIL ANY LINES AND GRADES WHICH ARE BELIEVED TO BE IN ERROR HAVE BEEN VERIFIED OR CORRECTED BY PROJECT MANAGER.

10. ALL EXISTING DETAILED SITE TOPOGRAPHY SHOWN ON THE DRAWINGS WERE PERFORMED BY OR UNDER THE SUPERVISION OF:

    NORTHWATER CONSULTING LLC
    1830 SOUTH COLLEGE ST
    SPRINGFIELD, IL 62704
    TEL: 217.544.5345
    COPIES OF THE SURVEY ARE AVAILABLE FROM PROJECT MANAGER AND/OR ENGINEER.

11. ALL COORDINATES AND ELEVATIONS ARE ON AN ASSUMED DATUM. BENCHMARK LOCATIONS AND ELEVATIONS ARE DESCRIBED ON THE TITLE SHEET.

12. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES, AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY PROJECT MANAGER AND/OR ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING HIS WORK.

13. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO PROJECT MANAGER AND/OR ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM PROJECT MANAGER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF PROJECT MANAGER SHALL BE FINAL AND CONCLUSIVE.

14. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY PROJECT MANAGER.

15. THE CONTRACTOR SHALL INFORM PROJECT MANAGER BEFORE WORK COMMENCES.

16. BEFORE ACCEPTANCE BY PROJECT MANAGER AND/OR LANDOWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED, AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

17. UPON AWARD OF THE CONTRACT AND WHEN REQUIRED BY PROJECT MANAGER AND/OR LANDOWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL, AND PERFORMANCE BOND IN THE PENAL SUM OF 100 PERCENT OF THE CONTRACT GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO PROJECT MANAGER AND/OR LANDOWNER.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING, AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS, AND ASSOCIATED STRUCTURES, AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF PROJECT MANAGER AND/OR LANDOWNER.
19. WHENEVER THE PERFORMANCE OF WORK IS INDICATED ON THE PLANS, AND NO ITEM IS INCLUDED IN THE CONTRACT FOR PAYMENT, THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED UNLESS APPROVED BY PROJECT MANAGER.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE 107.14 OF THE IDOT STANDARD SPECIFICATIONS, IN LOCATIONS WHERE CONSTRUCTION OPERATIONS WARRANT, OR AS DESIGNATED BY LOCAL GOVERNING AGENCIES, ALL TRAFFIC CONTROL WORK SHALL BE INCIDENTAL TO THE CONTRACT AND SHALL BE DONE IN ACCORDANCE WITH IDOT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
21. WHENEVER, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY BY THE RESPONSIBLE PARTY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
22. WHERE OVERHANGING BRANCHES INTERFERE WITH OPERATIONS OF CONSTRUCTION, SAID BRANCHES SHALL BE TRIMMED AND SEALED IN ACCORDANCE WITH SECTION 253.09 OF THE IDOT STANDARD SPECIFICATIONS, AND THE COST OF SAME SHALL BE INCIDENTAL TO THE CONTRACT. TREES SHALL BE REMOVED ONLY AFTER RECEIVING APPROVAL OF PROJECT MANAGER AND/OR LANDOWNER. PROJECT MANAGER AND/OR LANDOWNER SHALL DESIGNATE THOSE TREES WHICH ARE TO BE REMOVED.
23. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE PROJECT.
24. PROJECT MANAGER, ENGINEER, AND LANDOWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
25. CONTRACTOR SHALL HAVE A COMPETENT FOREMAN ON THE PROJECT SITE AT ALL TIMES IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET. THE FOREMAN SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS, SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT AND SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVE CONTROL OF ALL WORK AS THE AGENT OF THE CONTRACTOR. THE FOREMAN IS EXPECTED TO WORK CLOSELY WITH PROJECT MANAGER.
26. THE CONTRACTOR SHALL KEEP A SET OF "APPROVED" CONSTRUCTION PLANS ON THE JOB SITE, AND SHALL MAINTAIN (AS INDICATED HEREIN AND ELSEWHERE WITHIN THESE CONSTRUCTION NOTES, SPECIFICATIONS, AND PLANS) A LEGIBLE RECORD ON SAID PLANS OF ANY FIELD TILE ENCOUNTERED, ANY MODIFICATIONS/ALTERATIONS TO ALIGNMENT AND/OR TO PLANS AND SPECIFICATIONS OF PROPOSED IMPROVEMENTS, ETC. UPON COMPLETION OF THE CONTRACTORS' WORK, SAID PLANS AND INFORMATION SHALL BE PROVIDED TO PROJECT MANAGER. FINAL CONTRACT PAYMENT SHALL NOT COME DUE UNTIL THIS INFORMATION IS RECEIVED.
27. THE CONTRACTOR SHALL SUBSCRIBE TO ALL GOVERNING REGULATIONS AND SHALL OBTAIN ALL NECESSARY PUBLIC AGENCY PERMITS. THE CONTRACTOR, BY USING THESE DRAWINGS FOR THEIR WORK, AGREE TO HOLD HARMLESS PROJECT MANAGER, LANDOWNER AND NORTHWATER CONSULTING (ENGINEER) AND THEIR EMPLOYEES WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF PROJECT MANAGER, LANDOWNER, AND ENGINEER.
28. CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN SUCH A WAY AS TO PREVENT TRACKING OF MUD OR SOIL ONTO PUBLIC THOROUGHFARES. AT A MINIMUM, THE CONTRACTOR SHALL CLEAN UP ALL MUD OR SOIL WHICH HAS BEEN TRACKED ONTO PUBLIC STREETS AT THE END OF EACH DAY. THE CONTRACTOR MAY BE REQUIRED TO PERFORM MORE FREQUENT CLEANING OF PUBLIC STREETS AFFECTED BY CONSTRUCTION OPERATIONS IF DEEMED NECESSARY BY LOCAL REGULATORY AGENCIES.
29. BEFORE EXCAVATING OVER OR ADJACENT TO ANY EXISTING UTILITIES, NOTIFY THE OWNER OF SUCH UTILITIES TO ENSURE THAT PROTECTIVE WORK WILL BE COORDINATED AND PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER OF THE UTILITY INVOLVED. IF ANY EXISTING SERVICE LINES, UTILITIES AND UTILITY STRUCTURES WHICH ARE TO REMAIN IN SERVICE ARE UNCOVERED OR ENCOUNTERED DURING THIS OPERATION, THEY SHALL BE SAFEGUARDED, PROTECTED FROM DAMAGE AND SUPPORTED IF NECESSARY.
30. ANY AREA OUTSIDE THE R.O.W. LINE OR CONSTRUCTION LIMIT LINE USED BY THE CONTRACTOR SHALL BE RETURNED TO THE STATE IT WAS FOUND PRIOR TO NEW CONSTRUCTION, EXCEPT WHERE NEW WORK IS SHOWN.
31. PROPOSED ELEVATIONS INDICATE FINISHED CONDITIONS. FOR ROUGH GRADING ELEVATIONS ALLOW FOR THICKNESS OF TOPSOIL.
32. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED, UNLESS OTHERWISE NOTED. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ON-SITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO LANDOWNER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
33. REMOVED PIPE AND/OR TREES SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS OWN EXPENSE AT AN OFF-SITE DUMP LOCATION UNLESS APPROVED BY LANDOWNER AND PROJECT MANAGER.
34. CONTRACTOR SHALL PROVIDE CERTIFICATES OF INSURANCE AS REQUIRED, LISTING AS ADDITIONAL INSURED: LANDOWNER AND NORTHWATER CONSULTING, LLC.
35. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO PROJECT MANAGER.

SEEDING & MULCHING

Material	Kind	Lbs/Acre	Total lbs.
	Smooth Brome	24	
Seed	Timothy	10	
	Redtop	8	
Companion Crop	Oats	32	
Nitrogen (N)		120	
Phosphorus (P2O3)		120	
Potassium (K2O		120	
Lime	pH 6.5	as needed	
Temporary Seeding	Rye	90	
Mulch	Straw or hay	2.0 Tons/Ac	

Seeding Period: Late winter to 5/15, 8/1 to 9/10*

Notes:

1. Prepare a firm seedbed. After the practice has been constructed to the design requirements, spread lime and fertilizer uniformly. Incorporate it into the soil to a depth of 3-4 inches with suitable equipment.
2. Seed grasses. Place seed 1/4 to 1/2 inch deep in a firm, even seedbed with a corrugated, roller-type seeder. A grain drill or broadcast seeder may be used if followed by a corrugated roller or harrow to cover seed. A companion crop may be seeded a the same time and covered in the same manner.
3. Use temporary vegetative cover when construction is completed in early summer, to stabilize the practice until a permanent grass mixture can be seeded. Remove the stabilizing crop prior to seeding permanent grass.
4. If mulch is required it shall be applied uniformly and anchored. Hay or straw may be anchored by mechanical tacking, a spray coating of emulsified asphalt, or with paper netting. Commercial mulch products will be anchored as specified by the manufacturer.

		Date
Designed	D. HOLLAND	5/24
Drawn	D. HOLLAND	5/24
Checked		
Approved		

GENERAL NOTES & SPECIFICATIONS

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File No.

Drawing No.

Sheet 2 of 14

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CONSTRUCTION NOTES & SPECIFICATIONS

1. Site Preparation

1.1. Areas designated for borrow areas, embankment, and structural works shall be cleared, grubbed and stripped of topsoil. All trees, vegetation, roots and other objectionable material shall be removed. Channel banks and sharp breaks shall be sloped to no steeper than 2:1. All trees shall be cleared and grubbed within 15 feet of the toe of the embankment.

1.2. Areas to be covered by fill will be cleared of all trees, brush, logs, fences, rubbish and other objectionable material unless otherwise designated on the plans. Trees, brush, and stumps shall be cut approximately level with the ground surface.

1.3. All cleared and grubbed material shall be disposed of outside and below the limits of the basin as directed by the owner or his representative. A sufficient quantity of topsoil shall be stockpiled in a suitable location for use on the embankment and other designated areas.

2. Earth Fill

2.1. Material – The fill material shall be taken from approved designated borrow areas. It shall be free of roots, stumps, wood, rubbish, stones greater than 6", frozen or other objectionable materials. Fill material for the center of the embankment, and cut off trench shall conform to Unified Soil Classification GC, SC, CH, or CL and must have at least 30% passing the #200 sieve. Consideration may be given to the use of other materials in the embankment if approved by the local regulatory agency.

2.2. Materials used in the outer shell of the embankment must have the capability to support vegetation of the quality required to prevent erosion of the embankment.

2.3. Placement – Areas on which fill is to be placed shall be scarified prior to placement of fill. Fill materials shall be placed in maximum 8 inch thick (before compaction) layers which are to be continuous over the entire length of the fill. The most permeable borrow material shall be placed in the downstream portions of the embankment. The principal spillway must be installed concurrently with fill placement and not excavated into the embankment.

2.4. Compaction – The movement of the hauling and spreading equipment over the fill shall be controlled so that the entire surface of each lift shall be traversed by not less than one tread track of heavy equipment or compaction shall be achieved by a minimum of four complete passes of a sheepsfoot, rubber tired or vibratory roller. Fill material shall contain sufficient moisture such that the required degree of compaction will be obtained with the equipment used. The fill material shall contain sufficient moisture so that if formed into a ball it will not crumble, yet not be so wet that water can be squeezed out.

2.5. When required by the reviewing agency the minimum required density shall not be less than 95% of maximum dry density with a moisture content within 2% of the optimum. Each layer of fill shall be compacted as necessary to obtain that density, and is to be certified by the Engineer at the time of construction. All compaction is to be determined by AASHTO Method T–99 (Standard Proctor).

2.6. Cut Off Trench – The cutoff trench shall be excavated into impervious material along or parallel to the centerline of the embankment as shown on the plans. The bottom width of the trench shall be governed by the equipment used for excavation, with the minimum width being four feet. The depth shall be at least two feet below existing grade or as shown on the plans. The side slopes of the trench shall be 1 to 1 or flatter. The backfill shall be compacted with construction equipment, rollers, or hand tampers to assure maximum density and minimum permeability.

3. Structure Backfill

3.1. Backfill adjacent to pipes or structures shall be of the type and quality conforming to that specified for the adjoining fill material. The fill shall be placed in horizontal layers not to exceed four inches in thickness and compacted by hand tampers or other manually directed compaction equipment. The material needs to fill completely all spaces under and adjacent to the pipe. At no time during the backfilling operation shall driven equipment be allowed to operate closer than four feet, measured horizontally, to any part of a structure. Under no circumstances shall equipment be driven over any part of a structure or pipe, unless there is a compacted fill of 36" or greater over the structure or pipe.

4. Pipe Conduits

4.1. All pipes shall be circular in cross section.

4.2. Pipe – The following criteria shall apply for pipe:

4.2.1. PVC pipe shall be PVC–1120 or PVC–1220 conforming to ASTM D–1785 or ASTM D–2241.

4.2.2. Corrugated High Density Polyethylene (HDPE) pipe, couplings and fittings shall conform to the following: 4" – 10" inch pipe shall meet the requirements of AASHTO M252 Type S, and 12" through 24" inch shall meet the requirements of AASHTO M294 Type S.

4.2.3. Joints and connections to anti–seep collars shall be completely watertight.

4.3. Bedding –The pipe shall be firmly and uniformly bedded throughout its entire length. Where rock or soft, spongy or other unstable soil is encountered, all such material shall be removed and replaced with suitable earth compacted to provide adequate support.

4.4. Backfilling shall conform to "Structure Backfill".

4.5. Other details (anti–seep collars, etc.) shall be as shown on the drawings.

5. Rock Riprap

5.1. Rock riprap shall meet the requirements of the local Department of Transportation or State Materials Testing Agency.

5.2. Geotextile shall be placed under all riprap and shall meet the requirements of the local Department of Transportation or State Materials Testing Agency.

6. Care of Water during Construction

6.1. All work on permanent structures shall be carried out in areas free from water. The Contractor shall construct and maintain all temporary dikes, levees, cofferdams, drainage channels, and stream diversions necessary to protect the areas to be occupied by the permanent works. The contractor shall also furnish, install, operate, and maintain all necessary pumping and other equipment required for removal of water from various parts of the work and for maintaining the excavations, foundation, and other parts of the work free from water as required or directed by the regulatory agency for constructing each part of the work. After having served their purpose, all temporary protective works shall be removed or leveled and graded to the extent required to prevent obstruction in any degree whatsoever of the flow of water to the spillway or outlet works and so as not to interfere in any way with the operation or maintenance of the structure. Stream diversions shall be maintained until the full flow can be passed through the permanent works. The removal of water from the required excavation and the foundation shall be accomplished in a manner and to the extent that will maintain stability of the excavated slopes and bottom required excavations and will allow satisfactory performance of all construction operations. During the placing and compacting of material in required excavations, the water level at the locations being refilled shall be maintained below the bottom of the excavation at such locations which may require draining the water sumps from which the water shall be pumped.

7. Stabilization

7.1. All borrow areas shall be graded to provide proper drainage and left in a sightly condition.

7.2. All exposed surfaces of the embankment, spillway, spoil and borrow areas, and berms shall be stabilized by seeding, liming, fertilizing and mulching in accordance with local Natural Resources Conservation Service Standards and Specifications.

8. Erosion and Sediment Control

8.1. Construction operations will be carried out in such a manner that erosion will be controlled and water and air pollution minimized. State and local laws concerning pollution abatement will be followed.

		Date
Designed	D. HOLLAND	5/24
Drawn	D. HOLLAND	5/24
Checked		
Approved		

CONSTRUCTION NOTES & SPECIFICATIONS

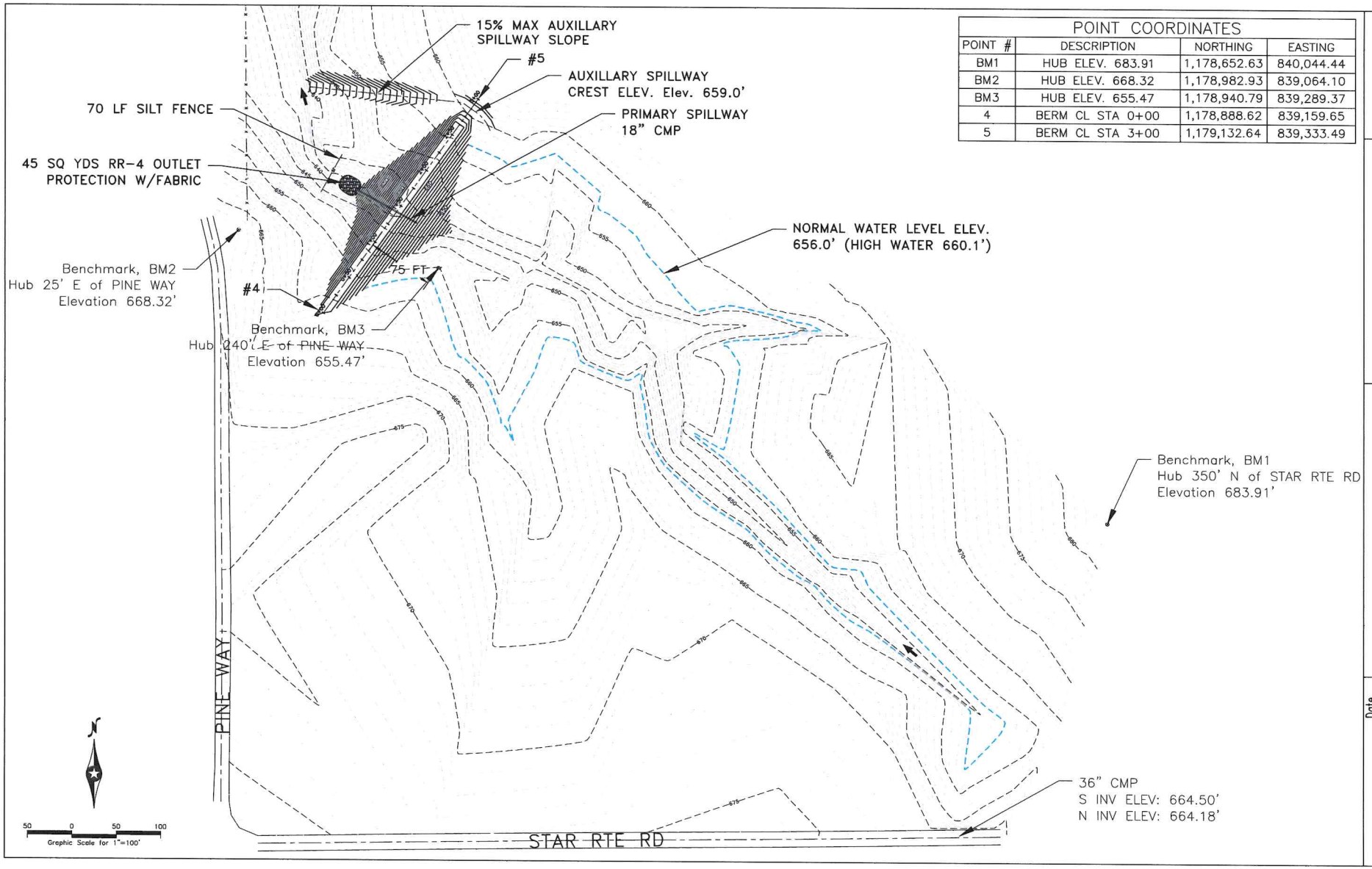
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SWITZER

BMP No.
LD24-03

Sheet 3 of 14

AUTDCAD2005



POINT COORDINATES			
POINT #	DESCRIPTION	NORTHING	EASTING
BM1	HUB ELEV. 683.91	1,178,652.63	840,044.44
BM2	HUB ELEV. 668.32	1,178,982.93	839,064.10
BM3	HUB ELEV. 655.47	1,178,940.79	839,289.37
4	BERM CL STA 0+00	1,178,888.62	839,159.65
5	BERM CL STA 3+00	1,179,132.64	839,333.49

BMP LD24-03

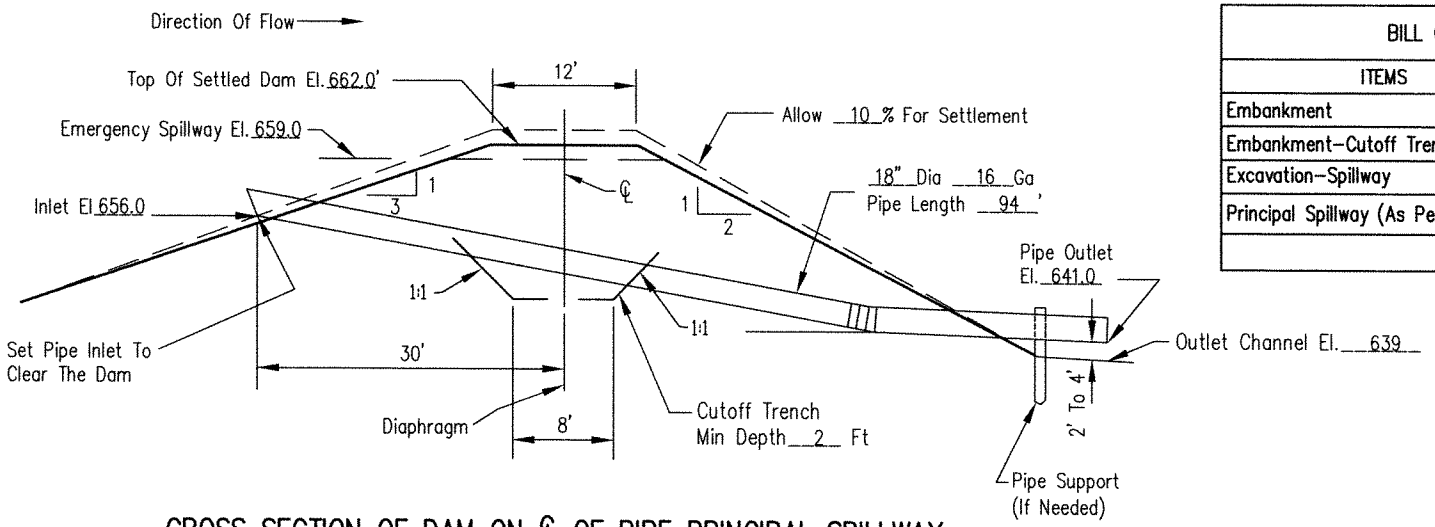
SWITZER

Sheet 4 of 14

PRELIMINARY PLAN

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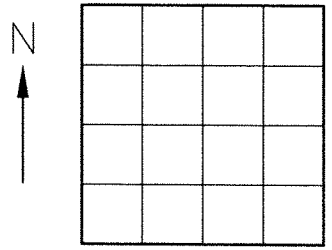
		Date
Designed	D. Holland	5/24
Drawn	D. Holland	5/24
Checked		
Approved		



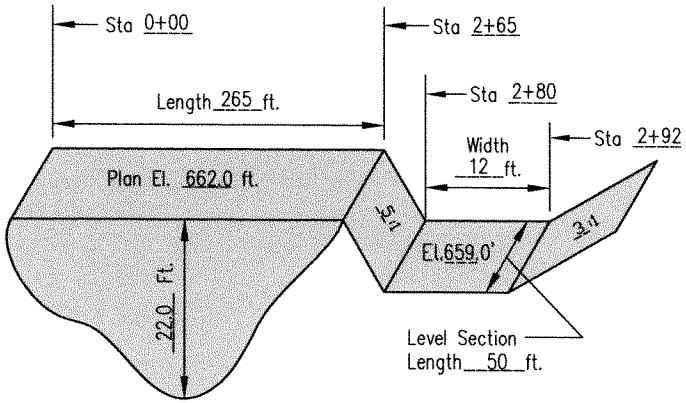
CROSS SECTION OF DAM ON ℄ OF PIPE PRINCIPAL SPILLWAY

BILL OF MATERIALS		
ITEMS	UNIT	QUANTITY
Embankment	Cu.Yd.	4,700
Embankment–Cutoff Trench	Cu.Yd.	300
Excavation–Spillway	Cu.Yd.	340
Principal Spillway (As Per Detail)	Each	1

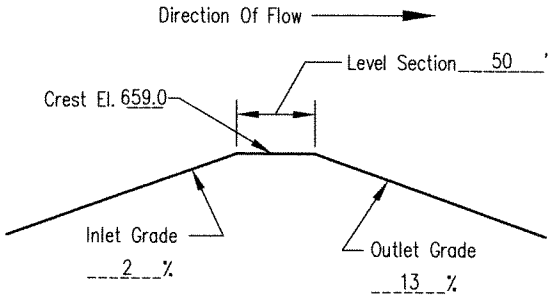
LOCATION OF MAP



Sec. 27 , T 17N , R 3E
B.M. Elevation 655.47'
B.M. Description HUB
240' East of Pine Way



SKETCH OF DAM



PROFILE ON CENTERLINE OF EMERGENCY SPILLWAY

Not To Scale

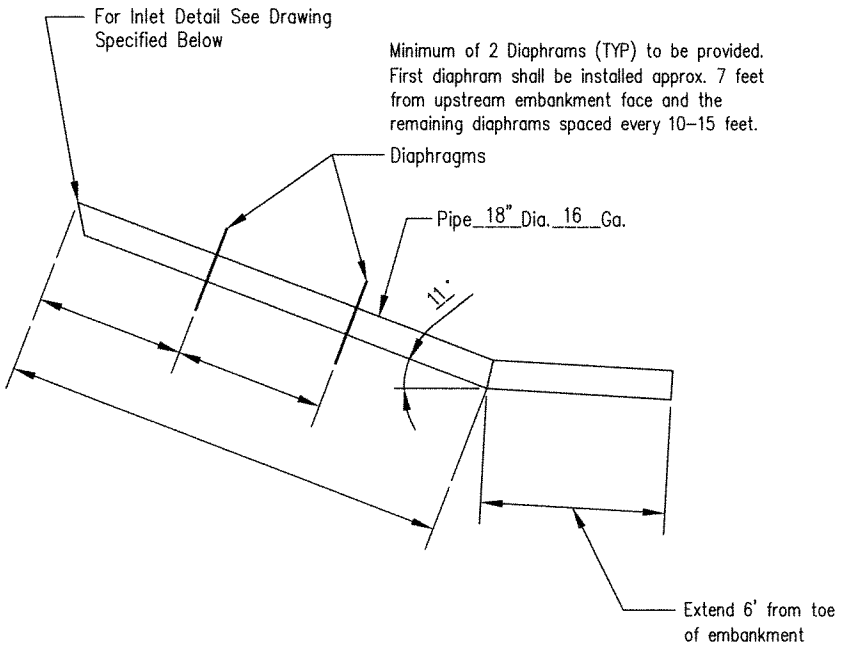
Landowner	SWITZER	Location	BMP LD24-03

Designed D. HOLLAND 5/24
Drawn D. HOLLAND 5/24
Checked
Approved

PLAN FOR EARTH DAM WITH HOOD INLET PRINCIPAL SPILLWAY

NRCS Natural Resources Conservation Service United States Department of Agriculture

File No. IL-ENG-42
Drawing Set
Page 1 of 2
Sheet 5 of 14



MATERIALS NEEDED FOR TUBE INSTALLATION

Pipe Material: CMP (x) Steel ( ) Aluminum ( ) Other_____( )
Coating Type: Galvanized (x) Aluminized ( ) Polymer Coated ( )
Seam Type: Helical (x) Annular, Caulked & Close Riveted ( )
Corrugations: 2⅔"x 1/2" ( ) 3"x 1" ( ) Other_____ ( )

1. Barrel: 94 ft. 18" dia. 16 ga
2. Connecting Bands:
   _____each watertight flanges, welded to ends of pipe and bolted together.
   _____each watertight____corrugations wide ____ga. with 4 rods and lugs per band.
   Galvanized (x) Aluminized ( ) Polymer coated ( ) Welded Joints ( ) Aluminum ( )
3. Diaphragms: Galvanized (x) Steel ( ) Aluminum ( ) Polymer Coated ( )
   3 each, 5 ' x 5 ', _____ga. or _____" thick.
4. Asphalt Mastic with Fibers Reinforced, _____gal.
5. Structural Steel

Trash Rack	Guard Rail
(1) Rectangular Type_____lbs.	(1) Pipe _____lin. ft.
(2) Conical Type._____lbs.	(2) Angle Iron _____lbs.

6. Concrete required: Yes ( ) No (x) _____ cubic yards
7. Pipe Support: Yes ( ) No ( )

Construction and Material Specifications:

_____
_____
_____
_____

Notes: _____
_____
_____
_____
_____

Referenced Standard Drawings

- [x] Hood inlet Dwg No. IL-ENG-216
- [ ] Trash Rock Dwg No._____
- [ ] Pipe Support Dwg No._____
- [x] Diaphragms Dwg No. IL-ENG-213

Landowner	SWITZER	Location	LD24-03

Designed D. HOLLAND 5/24
Drawn D. HOLLAND 5/24
Checked
Approved

PLAN FOR EARTH DAM WITH HOOD INLET PRINCIPAL SPILLWAY

NRCS Natural Resources Conservation Service United States Department of Agriculture

File No. IL-ENG-42
Drawing Set
Page 2 of 2
Sheet 6 of 14

CONSTRUCTION CHECK

TBM# Elev. B.S. H.I.					Note: Include Pipie Spillway Inlet & Outlet Elev.
Station	Rod Reading	Const. Elev.	Planned Elev.	Deviation	Cross Section And Remarks

Dimensions of Principal Spilllway_____Pipe Material_____
Pond area_____sq.ft. @_____ft. depth (If for fish production)
Fill and Spillway (have) (have not) been seeded and mulched.
Pond (has) (Has not) been fenced. Kind_____
Stockwater system adequate (yes) (no) _____
Remarks: _____

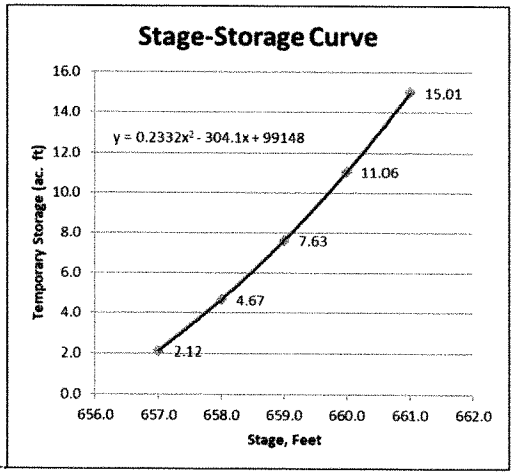
I certify that this job meets all the requirements of Illinois Standards and Specifications for:

☐ Pond ☐ Grade Stabilization Structure

By_____date_____

Name SWITZER County MACON
By D. HOLLAND Date 5/24 Checked by_____ Date_____
Practice Name RETENTION BASIN Field No. LD24-03 Str. No._____ Sheet 7 of 14

AVAILABLE STORAGE					
Elev.	Area		Internal Storage Ac. Ft.	Accum. Storage	
	Sq. In.	Flooded Acres		Sed. and/or Water	Temporary



Drainage Area 70.0 ac.
Average Watershed slopes: Flat Med. Steep
Slope: 1.7% (0–2) (3–2) (8%+)
Runoff CN = * 83.0
* For RCN See EFM Chapter 2

	Principal Spillway	Auxiliary Spillway
Frequency	5 yr.	25 yr.
24-Hour Rainfall	3.80 in.	5.21 in.
Peak Inflow Q_i	92.6 cfs	148.3 cfs
Watershed Runoff	2.11 in.	

PIPE SIZE STORAGE REQUIREMENTS
Pipe dia. 18 in. Kind CMP Length 94 ft.
Head 3.2 ft. Q_o = 21.7 cfs; cfs/ac 0.31
If cfs/ac is less than 0.4, use Page 11-54 EFM.
Temporary Storage = _____in. (From chart)
$v_s = \frac{\text{---}^{in.}}{12} \times$ _____ac. = _____ac.ft.
If cfs/ac is more than 0.4, use Page 11-54 EFM.
$v_r = \frac{\text{Runoff (in.)} \times \text{Drainage Area (ac.)}}{12} =$ 19.8 ac.ft.
$\frac{Q_o}{Q_i} = \frac{40}{148.3} =$ 0.27 ; $\frac{v_s}{v_r} = k =$ 0.25
$V_s = kV_r =$ 0.58 x 19.8 = 11.4 ac.ft.
Stage Required = 660.1 ft. (From Stage Storage Curve)
Stage used = 660.1 ft.

Auxiliary SPILLWAY REQUIREMENTS
Q = Aux. Spillway Peak Inflow – Prin. Spillway Discharge
= 36.7 cfs – 21.7 cfs = 15.0 cfs
From EFM Chapter 11,
Length of Control Section = 30 ft. ; Width = 12 ft.
Depth (Hp) = 1.1 ft. Freeboard = 1 ft.
Exit Slope = 13 % Min. Slope = 4 % Max. Slope = 30 %

PHYSICAL DATA
Surface Area Pond 3.0 ac.
Maximum Depth of Water 20.0 ft.
Effective fill Ht. 19.0 ft. (Low Point on centerline to Auxiliary Spillway)
Volume of storage below spillway, V_t = 18.2 ac.ft.
Product – Eff. fill Ht. V_t = _____
Sediment Storage: Below Crest 1.5 ac.ft.
Above crest _____ac.ft.
Elev.: Inlet 656.0, Aux. Sp. 659.0 Settled Fill 662.0

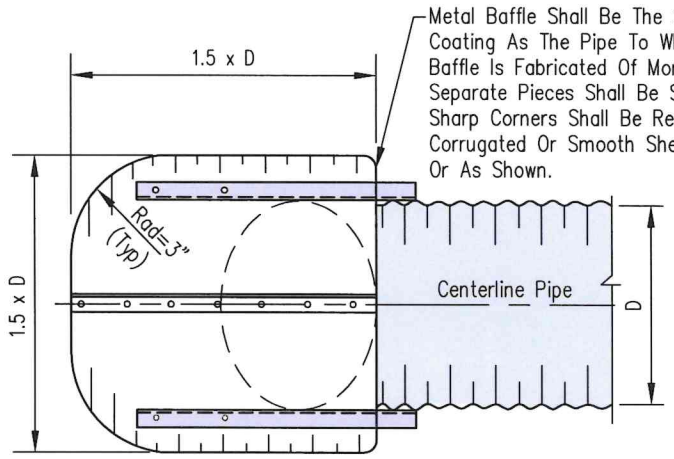
Designed D. HOLLAND 7/22
Drawn D. HOLLAND 7/22
Checked
Approved
Date

DATA SHEET FOR DAMS

NRCS Natural Resources Conservation Service United States Department of Agriculture

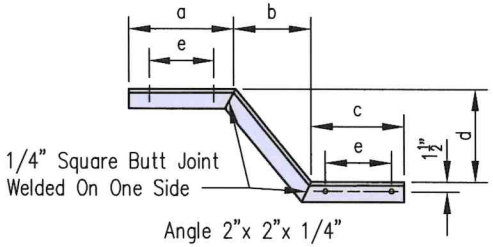
File No. IL-ENG-11
Drawing No.
Sheet 7 of 14

AUTOCAD2005



Metal Baffle Shall Be The Same Material And Have The Same Coating As The Pipe To Which It Is Attached. Where Metal Baffle Is Fabricated Of More Than One Piece Of Metal, The Separate Pieces Shall Be Securely Fastened To Each Other. Sharp Corners Shall Be Removed. Metal Baffle May Be Made Of Corrugated Or Smooth Sheet Metal And Shaped Circular, Square Or As Shown.

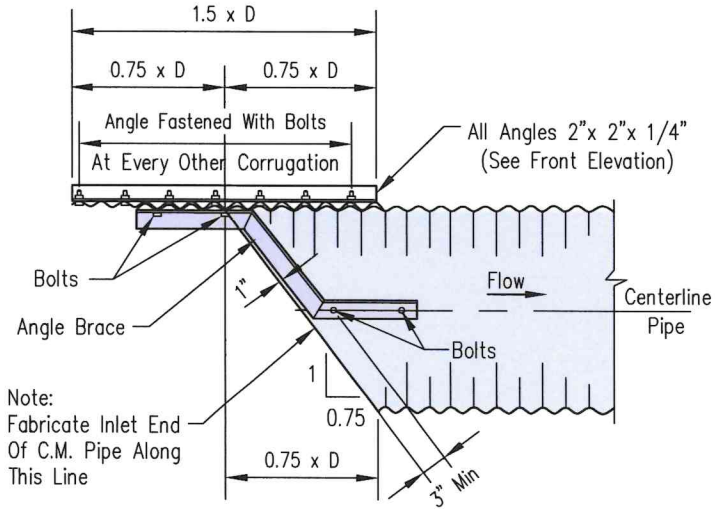
PLAN



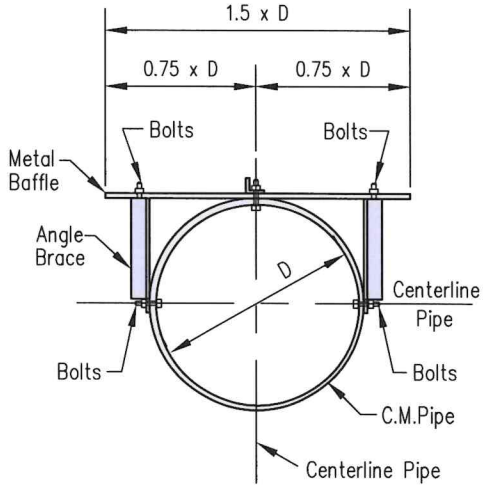
ANGLE BRACE DETAIL

(1 Left And 1 Right Required For Each Baffle)

GAGE OF METAL BAFFLE AND DIMENSIONS OF ANGLE BRACE						
Dia. f Pipe D (Inches)	Cage Of Baffle	ANGLE BRACE DIMENSIONS IN INCHES WHEN USED				
		a	b	c	d	e
6, 8 Or 10	16	Not	Required			
12	16	8	3 3/4	9	5	5 1/3
15	16	9	4 7/8	9	6 1/2	5 1/3
18	16	10	6	9	8	5 1/3
21	16	10	7 1/8	9	9 1/2	5 1/3
24	14	13	8 1/4	12	11	8
30	14	13	10 1/2	12	14	8



SIDE ELEVATION



FRONT ELEVATION

NOTES:

1. All nuts, bolt and washers shall be galvanized, cadmium plated or stainless steel.
2. All bolts shall be 1/2"x 1/2" with nut and split washer.
3. Steel angles shall be galvanized.
4. Holes in the angle brace shall be spaced and located to match corrugations in pipe and baffle.
5. All cuts shall be saw or shear cuts.
6. All galvanizing damaged by cutting, drilling, or welding shall be repaired as follows.
   A) All loose and cracked coating shall be removed by wire brushing and all dirt and greasy material by a suitable solvent.
   B) The damaged area shall be painted with two coats of Zinc Dust–Zinc Oxide primer, followed by a heavy coat of Fibrated Asphalt Mastic.
7. Angle brace is optional for 12" and 15" diameter pipe.

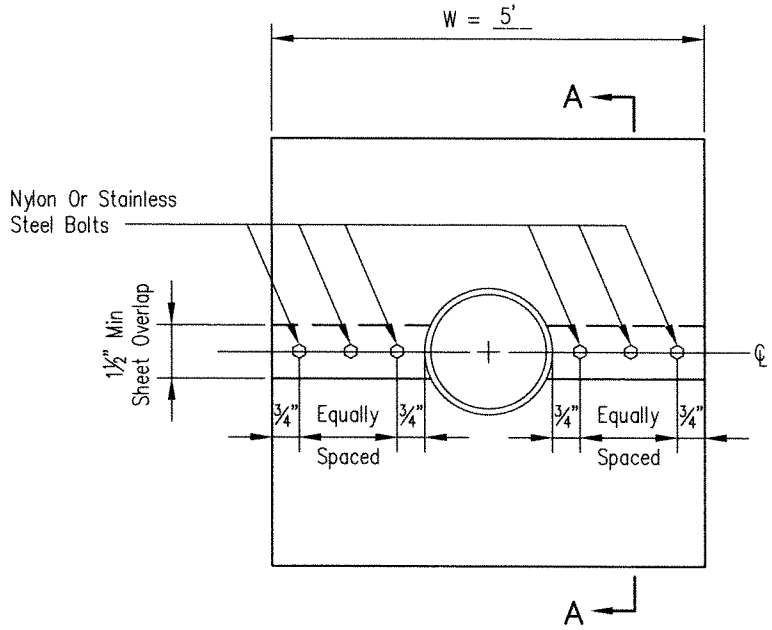
Landowner	SWITZER	Location	BMP LD24–03

Date 5/24 — 11/1/13
Designed D. HOLLAND
Drawn M. QUINONES
Checked
Approved

HOOD INLET FOR 6" TO 30" CORRUGATED METAL PIPE

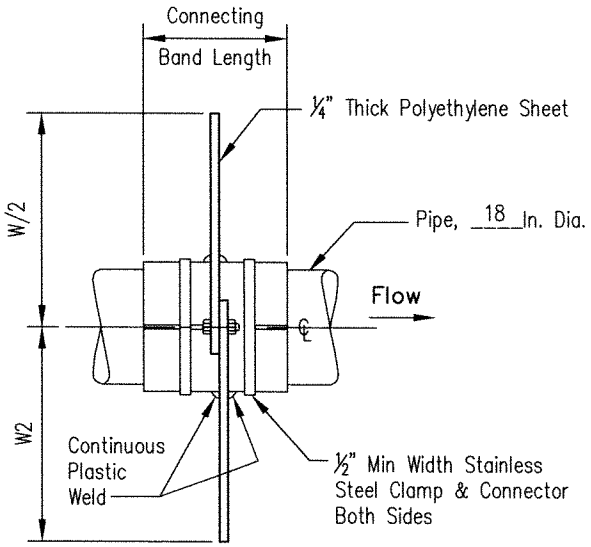
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File No. IL–ENG–216
Drawing No.
Page 1 of 1
Sheet 8 of 14



Independent

ELEVATION



SECTION A–A

NOTES:
1. Pipe, connecting band and seam coating can be either silicon caulk (recommended), or mastic (asphalt or tar based)
2. Apply silicon caulk, tar or mastic to bottom half of connecting band and lay pipe on connecting band.
   Apply silicon caulk or mastic to top half of collar and set in place, lining up bolt holes.
3. Install clamps on split halves of collar and tighten bolts and clamps.
4. Apply silicon caulk, tar or mastic on seams as needed to insure a good seal so that completed installation is watertight.
5. Backfill and hand tamp soil around completed installation.
6. Polyethylene antiseep collars can be used on corrugated and smooth PVC plastic, smooth steel and galvanized pipes.

TABLE OF QUANTITIES

W FEET	Polyethylene Sheet Sq. Ft.	Stainless Steel Clamp & Connector	Connecting Band Min Length	Bolts & Nuts ⅜"x 1"	No. Of Collars
3	9.5	2	6"	6	
4	16.7	2	6"	6	
5	25.8	2	8"	6	
6	37.0	2	8"	6	
Totals					

Adapted From Wisconsin
Standard Drawing WI-246

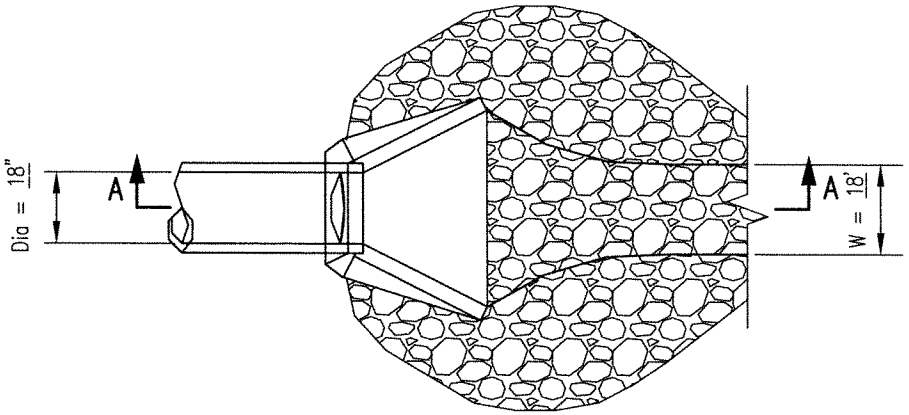
Designed D. HOLLAND 5/24
Drawn M. QUINONES 6/08
Checked
Approved

POLYETHYLENE SHEET ANTISEEP COLLAR
FOR 4" TO 24" DIAMETER PIPE

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

File No. IL-ENG-201B
Drawing No.
Sheet 9 of 14

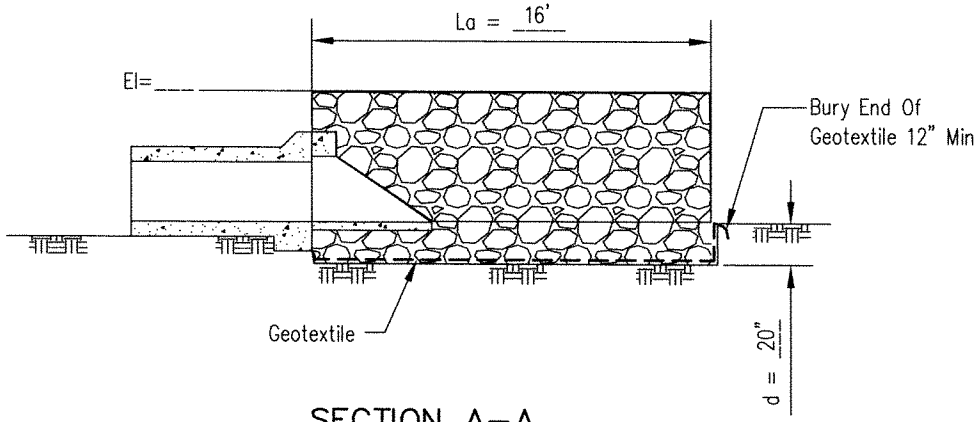
Pipe Outlet To Well-Defined Channel



PLAN

NOTES:

1. The rock riprap shall meet IDOT requirements for Gradation No. 4 , Quality Designation "A" or as designated by engineer.
2. Geotextile (non-woven) minimum criteria:
   - Weight of Geotextile (oz/sq.yd.) 6
   - Tensile strength (lb) ASTM D 4632 180
   - Elongation at failure (%) ASTM D 4632 ≥ 50
   - Puncture (lb) ASTM D 4833 80
   - Ultraviolet light (% residual tensile strength) ASTM D 4355 min 70
   - Apparent opening size (AOS) ASTM D 4751 max 40 sieve
   - Permittivity sec^{-1} ASTM D 4491 min 0.70
3. Any geotextile splices shall overlap a minimum of 18 inches, with upstream or upslope geotextile overlapping the abutting downslope geotextile.
4. Apron shall extend across the channel bottom and up the channel banks to an elevation one foot above the maximum tailwater depth or to the top of bank.
5. Rock thickness d shall be at least 1.5 times the riprap D_{100} size.
6. Apron length L_a and rock riprap shall be sized according to Illinois Urban Manual Rock Outlet Protection standard 910 minimum L_a = 10 ft.



SECTION A-A

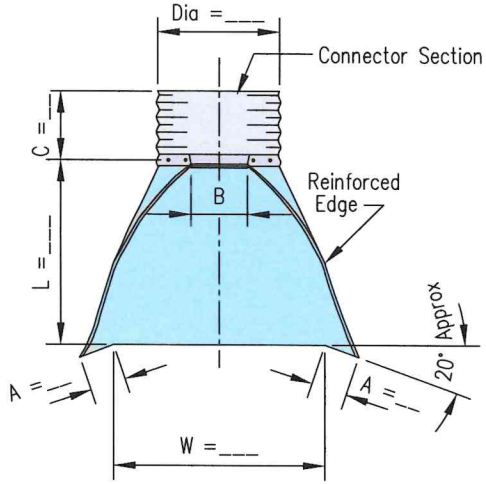
Date	Designed	Drawn	Checked	Approved
5/24	D. HOLLAND	D. HOLLAND		

PIPE OUTLET TO CHANNEL

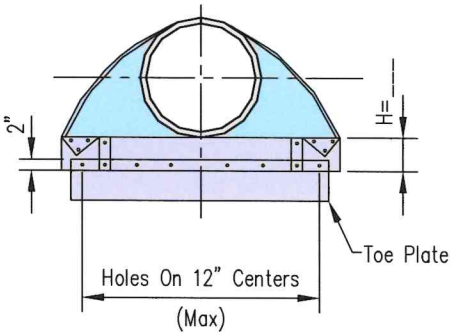
NRCS
Natural Resources Conservation Service
United States Department of Agriculture

File No. IL-ENG-45
Drawing No.

Sheet 10 of 14



PLAN



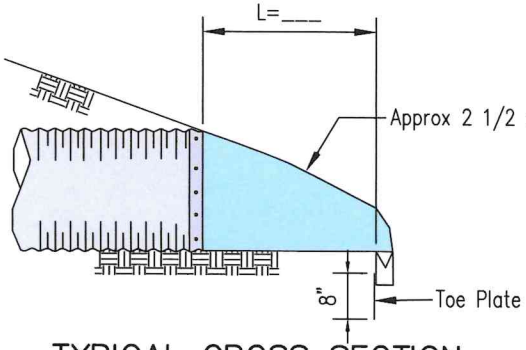
ELEVATION

PIPE DIA	SHEET THICKNESS	DIMENSIONS					
		A * 1"	B MAX	H * 1"	L * 1 1/2"	W * 2"	C
12"	.064"	6"	6"	6"		24"	24"
15"	.064"	7"	8"	6"	26"	30"	24"
18"	.064"	8"	10"	6"	31"	36"	24"
24"	.064"	10"	13"	6"	41"	48"	24"
30"	.079"	12"	16"	8"	51"	60"	24"
36"	.079"	14"	19"	9"	60"	72"	36"
42"	.109"	16"	22"	11"	69"	84"	36"
48"	.109"	18"	27"	12"	78"	90"	36"
54"	.109"	18"	30"	12"	84"	102"	36"
60"	.109"–138"	18"	33"	12"	87"	114"	36"

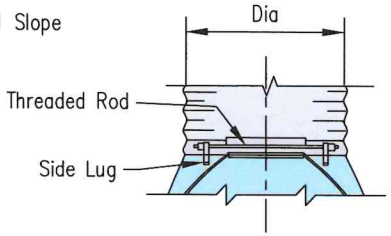
* = Tolerance Plus or Minus

NOTES:

1. Toe plate, where needed, to be punched to match holes in skirt lip. 3/8" galvanized bolts to be furnished. Length of toe plate is W+10" for 12" to 30" diameter pipe and W+22" for 36" to 60" diameter pipe.
2. Skirt section for 12" to 30" diameter pipe to be made in one piece.
3. Skirt section for 36" to 54" pipe to be made from two sheets joined by riveting or bolting on center line. 60" may be constructed in 3 pieces.
4. Connector section, corner plate and toe plate to be same sheet thickness as skirt.
5. End sections and fittings are to be galvanized steel or aluminum alloy for use with like pipe.
6. Where flared end sections are to be used with bituminous coated and paved metal pipe, they are to be galvanized only.



TYPICAL CROSS SECTION



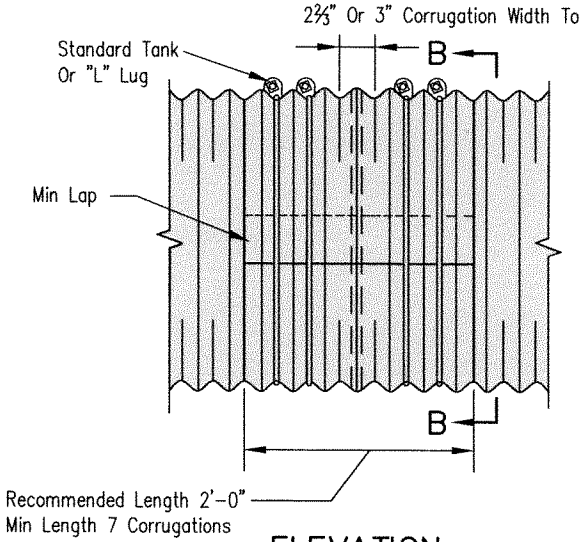
ALTERNATE CONNECTION

CULVERT FLARED END SECTION FOR 12" TO 60" CORRUGATED METAL PIPE

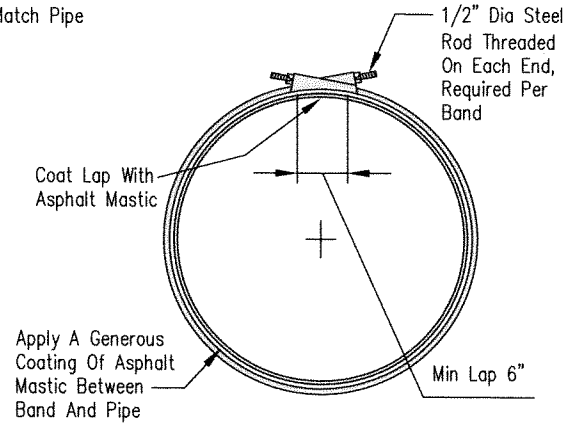
Date 5/24
Designed D. HOLLAND
Drawn M. QUINONES 11/1/13
Checked
Approved

NRCS Natural Resources Conservation Service United States Department of Agriculture

File No. IL-ENG-219
Drawing No.
Page 1 of 1
Sheet 11 of 14



ELEVATION

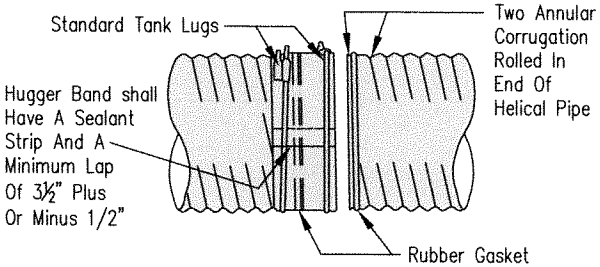


SECTION B–B

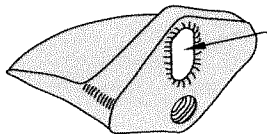
DETAILS OF WATERTIGHT COUPLING BAND FOR ANNULAR OR REROLLED HELICAL PIPE

NOTES FOR COUPLING BANDS:

1. Materials and coatings of watertight couplings bands, sleeve joint and helical metal bands shall be the same as that specified for the pipe.
2. All tank lugs, rods and nuts shall be galvanized steel. Where aluminum bands are used, the rods and lugs shall be separated from the aluminum bands by at least two layers of 2" wide plastic tape with a total thickness of 24 mils or more.
3. Corrugated metal coupling bands may be fabricated from one or two pieces with equal minimum lap lengths.

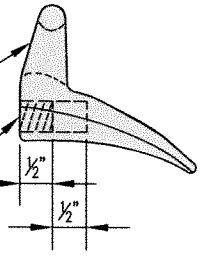


ELEVATION



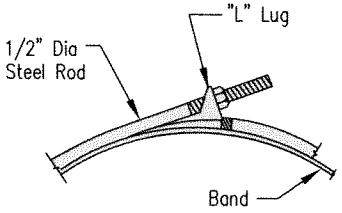
1/2" Wide Elongated And Flared Aperture

1/2" Dia Hole, 1" Depth Thread A Min Depth Of 1/2"



ISOMETRIC VIEW

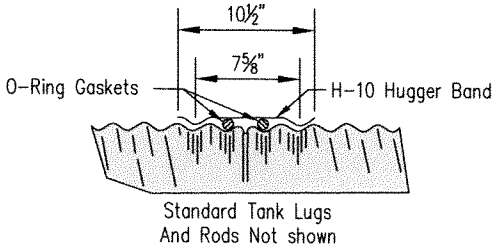
ELEVATION



Detail Of Rod and Lug

ALTERNATE "L" LUG

ALTERNATE "L" LUG



SECTION

DETAILS OF HUGGER BAND FOR HELICAL PIPE

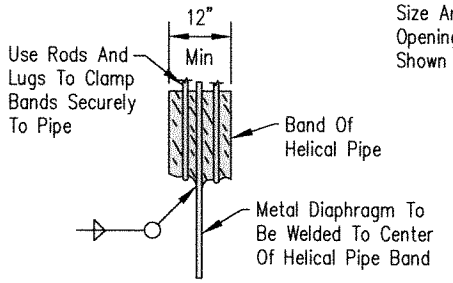
Not To Scale

Date
Designed D. HOLLAND 5/24
Drawn M. QUINONES 11/1/13
Checked
Approved

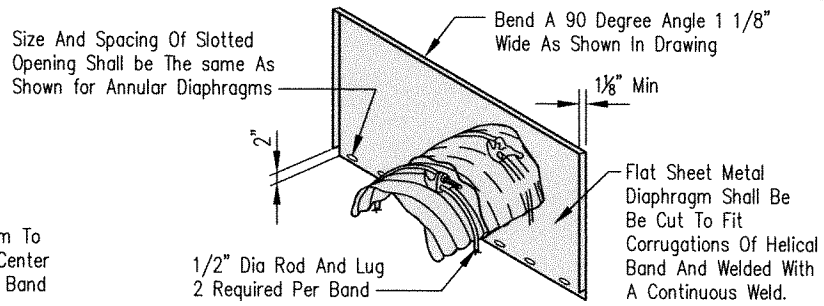
APPURTENANCES FOR CORRUGATED METAL PIPE STRUCTURES

NRCS Natural Resources Conservation Service United States Department of Agriculture

File No. IL-ENG-213
Drawing No.
Page 1 of 2
Sheet 12 of 14



PARTIAL ELEVATION

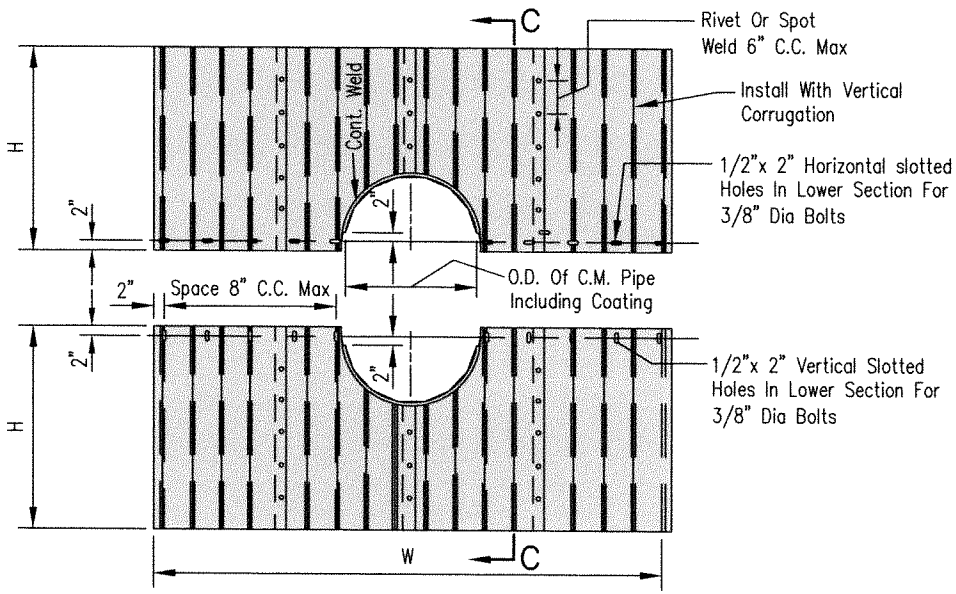


ISOMETRIC VIEW

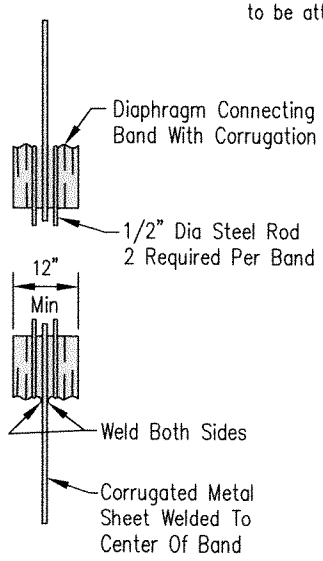
DETAILS OF HELICAL PIPE DIAPHRAGMS

Notes For Diaphragms

1. Materials and coating for all diaphragms shall be the same as that specified for the pipe.
2. Diaphragms shall be shop fabricated, assembled and marked by painting to identify matching half sections each diaphragm.
3. The laps between the half sections and between the pipe and connecting bands shall be caulked with fibrated asphalt mastic at the time of installation.
4. All tank lugs, rods, and nuts shall be Galvanized steel. Where aluminum diaphragms are used, the rods and lugs shall be separated from the aluminum bands by at least two layers of 2" wide plastic tape with a total thickness of 24 mils or more.
5. The diaphragms shall be welded to the connecting band as shown on the drawings. All welds shall be treated as specified for class I, II and III welds, miscellaneous.
6. Bands shall be fabricated from material having the same class of corrugations as the pipe to which it is to be attached.



PARTIAL ELEVATION



SECTION C–C

DIAPHRAGM DIMENSION TABLE		
Nominal Diaphragm Size	Fabrication Diaphragm W (Width)	Fabrication Diaphragm H (Height)
4' x 4'	4'-0"	2'-2"
5' x 5'	5'-0"	2'-8"
6' x 6'	6'-0"	3'-2"
7' x 7'	7'-0"	3'-8"
8' x 8'	8'-0"	4'-2"
9' x 9'	9'-0"	4'-8"
10' x 10'	10'-0"	5'-2"

DETAILS OF ANNULAR PIPE DIAPHRAGMS

Not To Scale

Date 5/24
Designed D. HOLLAND
Drawn M. QUINONES 11/1/13
Checked
Approved

APPURTENANCES FOR CORRUGATED METAL PIPE STRUCTURES

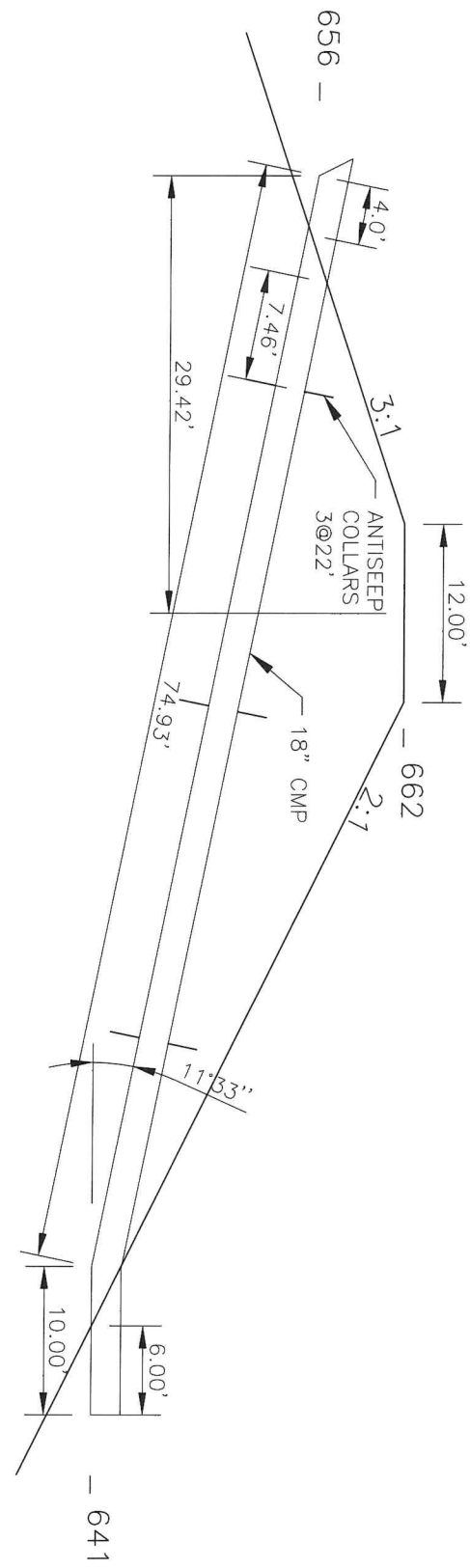
NRCS Natural Resources Conservation Service United States Department of Agriculture

File No. IL-ENG-213
Drawing No.
Page 2 of 2
Sheet 13 of 14

PIPE LENGTH CHECK – BMP LD24-03 SWITZER

ADD 10% TO PIPE LENGTH FOR DAM SETTLING

CALCULATED LENGTH: 94 FT



Designed	D. Holland	5/24
Drawn	D. Holland	5/24
Checked		
Approved		

northwater
WATER + GEOSCIENCE EXPERTS
www.northwaterco.com

PIPE LENGTH CHECK

BMP LD24-03

SWITZER

Sheet 14 of 14

Lake Decatur Watershed

Protection Program Agreement

Project Expenses and Reimbursement Schedule

Owner Name: Michael D. Switzer Application Number: LD24-03

Name and Address of Contractor	Bid Price
Eric Vieback & Son Excavating & Tucking Inc. 1050 N 700 East Road Pana IL 62557 217-827-1837	$56,250

Owner will not allow any work to begin prior to both parties approval of this Agreement.

Owner will not be reimbursed for more than the City Reimbursement to Owner excluding any approved change order. Owner understands that a change order, if deemed necessary, must be approved in writing by the City prior to the start of any change order. A 10% contingency has been added for minor change orders.

$56,250.00 (Bid Price) + $5,625.00 (10% Contingency) = $61,875.00 (Total Not to Exceed Project Cost)

Owner Reimbursement: $61,875.00 (Total Project Cost) X 90% = $55,687.50 (Maximum City Reimbursement to Owner)

ERIC VIEBACK & SON
EXCAVATING & TRUCKING INC
1050 N 700 EAST RD
PANA IL 62557
217-827-1837

PROPOSAL FOR SHANE RAVELLETTE SWITZER POND PROJECT

Bid for brush removal and pond construction
Total for project $ 56,250.00

THANK YOU

ERIC VIEBACK AND SON

MEMORANDUM OF WATERSHED PROTECTION AGREEMENT

THIS MEMORANDUM WITNESSETH that _CHARLES D. SWITZER and LINDA E. SWITZER, husband and wife, MICHAEL D. SWITZER, a single person, and TERESA D. SWITZER, a single person OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into an Lake Decatur Watershed Protection Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in _Macon_ County, Illinois, to-wit:

Tract 1: The West Half (W1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-seven (27), Township Seventeen (17) North, Range Three (3) East of the Third Principal Meridian. (Except coal and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois.

Permanent Index Number: 14-08-27-200-009

Situated in _Macon__ County, Illinois.("Property"),

Said Agreement is for a term beginning on date of completion of Projects which is _____ day of _____, 20___ and terminating twenty-five years from said date for all retention structures and ten years from said date for all other land adjustments, conservation projects and cropping or management projects and has been signed by the Parties. This Agreement and covenants and responsibilities contained in the Agreement shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this _____ day of _____, 20__.

OWNER:

BY: _____

Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: _____

Tim Gleason, City Manager

EXHIBIT 3

LAKE DECATUR WATERSHED

DEPRECIATION SCHEDULE OF OWNER REIMBURSEMENT TO THE CITY FOR UNAUTHORIZED REMOVAL OR FAILURE TO MAINTAIN

Owner Name: Michael D. Switzer

Application Number: LD24-03

$ 61,875.00
Total Project Cost

$ 55,687.50
Maximum City Reimbursement to Owner

YEAR	AMOUNT OF REIMBURSEMENT DUE
2025	$ 55,687.50
2026	$ 53,460.00
2027	$ 51,232.50
2028	$ 49,005.00
2029	$ 46,777.50
2030	$ 44,550.00
2031	$ 42,322.50
2032	$ 40,095.00
2033	$ 37,867.50
2034	$ 35,640.00
2035	$ 33,412.50
2036	$ 31,185.00
2037	$ 28,957.50
2038	$ 26,730.00
2039	$ 24,502.50
2040	$ 22,275.00
2041	$ 20,047.50
2042	$ 17,820.00
2043	$ 15,592.50
2044	$ 13,365.00
2045	$ 11,137.50
2046	$ 8,910.00
2047	$ 6,682.50
2048	$ 4,455.00
2049	$ 2,227.50
2050	$ -

ATTACHMENTS:

Description	Type
Council Memo No. 24-13	Cover Memo
Ordinance	Ordinance
PC Packet	Backup Material
Minutes	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-13

June 13, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Ordinance Rezoning Property from R-3 Single Family Residence and B-2 Commercial District to M-1 Intense Commercial – Light Industrial District - 2225 East Locust Street to 2389 East Locust Street

SUMMARY RECOMMENDATION: Staff recommends approval of the ordinance for re-zoning. The City's Future Land Use Map in the Comprehensive plan shows this this area as Residential-Low Density, Institutional, and Heavy Commercial. The proposed M-1 zoning would be compatible and consistent with the surrounding zoning and uses. The subject site is located within a mixed-use area and re-zoning to M-1 Intense Commercial – Light Industrial District should have no adverse effect on the general area or the City as a whole.

Site plans will need to be submitted to the City of Decatur for review and approval prior to development. The plans shall include buffer yard landscape screening for any portion of the property adjacent to residential zoning districts and/or residential uses.

The City Plan Commission voted 5-0 to recommend approval of the petition at the June 6, 2024 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is currently fifteen (15) vacant undeveloped parcels on an approximately 2.47-acre site. The subject site is currently zoned R-3 Single-Family Residence District and B-2 Commercial District.

The petitioner is seeking to rezone these fifteen (15) lots to expand their parking lot. The new parking lot area will be used for storage of empty containers and screened with a six-foot (6') high fence or hedge to shield the neighboring residential uses.

All required buffer yard and landscaping will be provided as per the City of Decatur Zoning Ordinance to screen from residential uses. Site lighting, if used, will also be in accordance with the Zoning Ordinance.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE REZONING PROPERTY FROM
R-3 SINGLE FAMILY RESIDENCE DISTRICT AND B-2 COMMERCIAL
DISTICT TO M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
- 2225 TO 2389 EAST LOCUST STREET -

WHEREAS, on the 6th day of June 2024, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of MERVIS RECYCLING, to rezone premises legally described as:

Lots 83 through 111 inclusive, in Wabash place, recorded in book 149 at page 502 in the office of the recorder of Macon County, Illinois

Except a parcel of land being a part of lots 109, 110 and 111 of Wabash place, an addition to the City of Decatur, as per plat recorded in book 149 at page 502 of the records in the recorder's office of Macon County, Illinois, described as follows:

Beginning at the northwest corner of said lot 111; thence on an assumed bearing of north 87 degrees 37 minutes 56 seconds east along the north line of said lots 120.00 feet to the northeast corner of said lot 109; thence south 00 degrees 53 minutes 34 seconds east along the east line of said lot 109 a distance of 6.00 feet; thence south 82 degrees 48 minutes 50 seconds west 59.55 feet; thence south 87 degrees 37 minutes 56 seconds west 44.00 feet; thence south 71 degrees 10 minutes 59 seconds west 17.64 feet to the west line of said lot 111; thence north 00 degrees 53 minutes 34 seconds west along said west line 16.00 feet to the point of beginning..

PIN: 04-12-12-254-005, -006, -007, -008, -009, -010, -011, -012, -013, -015 and 04-12-12-257-001, -002, -005, -006, -010, -011

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from R-3 Single Family Residence District and B-2 Commercial District to M-1 Intense Commercial/Light Industrial District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of July 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

STAFF REPORT
Decatur City Plan Commission

Hearing Date	June 6, 2024
Case No.	24-12
Property Location	2225 East Locust Street to 2389 East Locust Street
Request	Rezoning from R-3 Single Family Residence and B-2 Commercial District to M-1 Intense Commercial – Light Industrial District
Petitioner	Mervis Recycling
Representative	Chastain & Associates LLC

BACKGROUND

The subject site is currently fifteen (15) vacant undeveloped parcels on an approximately 2.47-acre site. The subject site is currently zoned R-3 Single-Family Residence District and B-2 Commercial District.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Vacant	R-3, B-2	Residential – Low Density, Institutional
North	Single-Family Residence, Commercial	R-3, B-2	Residential – Low Density, Heavy Commercial
South	Industrial	M-2	Residential – Low Density, Employment
East	Industrial	M-1	Employment
West	Vacant, Industrial	M-1	Heavy Commercial

PROJECT DESCRIPTION

The petitioner is seeking to rezone these fifteen (15) lots to expand their parking lot. The new parking lot area will be used for storage of empty containers and screened with a six-foot (6') high fence or hedge to shield the neighboring residential uses.

All required buffer yard and landscaping will be provided as per the City of Decatur Zoning Ordinance to screen from residential uses. Site lighting, if used, will also be in accordance with the Zoning Ordinance.

STAFF ANALYSIS

The surrounding zoning districts include R-3 Single Family Residence District and B-2 Commercial District to the north, M-2 Heavy Industrial District to the south, and M-1 Intense Commercial – Light Industrial District to the east and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density, Institutional, and Heavy Commercial. The proposed M-1 zoning would be compatible and consistent with the surrounding zoning and uses.

The subject site is located within a mixed-use area and re-zoning to M-1 Intense Commercial – Light Industrial District should have no adverse effect on the general area or the City as a whole. Site plans will need to be submitted to the City of Decatur for review and approval prior to development. The plans shall include buffer yard landscape screening.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case No. 24-12 to the City Council by the Plan Commission with a recommendation is warranted.

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

Joselyn Stewart
Senior Transportation and Land Use Planner

ATTACHMENTS

1. Petition
2. Location Map

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza — 424-2793
Decatur, Illinois 62523-1196 — FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Mervis Recycling				
Address	1180 N 22nd Street				
City	Decatur	State	IL	Zip	62526
Telephone	217-429-4148	Fax		E-mail	david.hicks@mervis.cor
Property Owner	Mervis Recycling				
Address	1180 N 22nd Street				
City	Decatur	State	IL	Zip	62525
Telephone	217-429-4148	Fax		E-mail	david.hicks@mervis.cor
Representative	Chastain & Associates LLC				
Address	5 N Country Club Road				
City	Decatur	State	IL	Zip	62521
Telephone	217-859-8908	Fax		E-mail	jozier@chastainenginee

SECTION TWO: SITE INFORMATION						
Street Address	1180 N 22nd Street					
Legal Description	See attached.					
Present Zoning	☐ R-1	☐ R-2	☑ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☑ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☑ NO
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☑ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:						

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*

To allow for additional storage and parking for the recycling facility.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

See attached.

SECTION FIVE: CERTIFICATION

To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.

Petitioner's Signature		**Date**	May 2, 2024

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

DESCRIPTION OF PROPERTY TO BE REZONED:

LOTS 83 THROUGH 111 INCLUSIVE, IN WABASH PLACE, RECORDED IN BOOK 149 AT PAGE 502 IN THE OFFICE OF THE RECORDER OF MACON COUNTY, ILLINOIS

EXCEPT A PARCEL OF LAND BEING A PART OF LOTS 109, 110 AND 111 OF WABASH PLACE, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 149 AT PAGE 502 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 111; THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 37 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS 120.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 109; THENCE SOUTH 00 DEGREES 53 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 109 A DISTANCE OF 6.00 FEET; THENCE SOUTH 82 DEGREES 48 MINUTES 50 SECONDS WEST 59.55 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 56 SECONDS WEST 44.00 FEET; THENCE SOUTH 71 DEGREES 10 MINUTES 59 SECONDS WEST 17.64 FEET TO THE WEST LINE OF SAID LOT 111; THENCE NORTH 00 DEGREES 53 MINUTES 34 SECONDS WEST ALONG SAID WEST LINE 16.00 FEET TO THE POINT OF BEGINNING.

2225 - 2389 East Locust Street



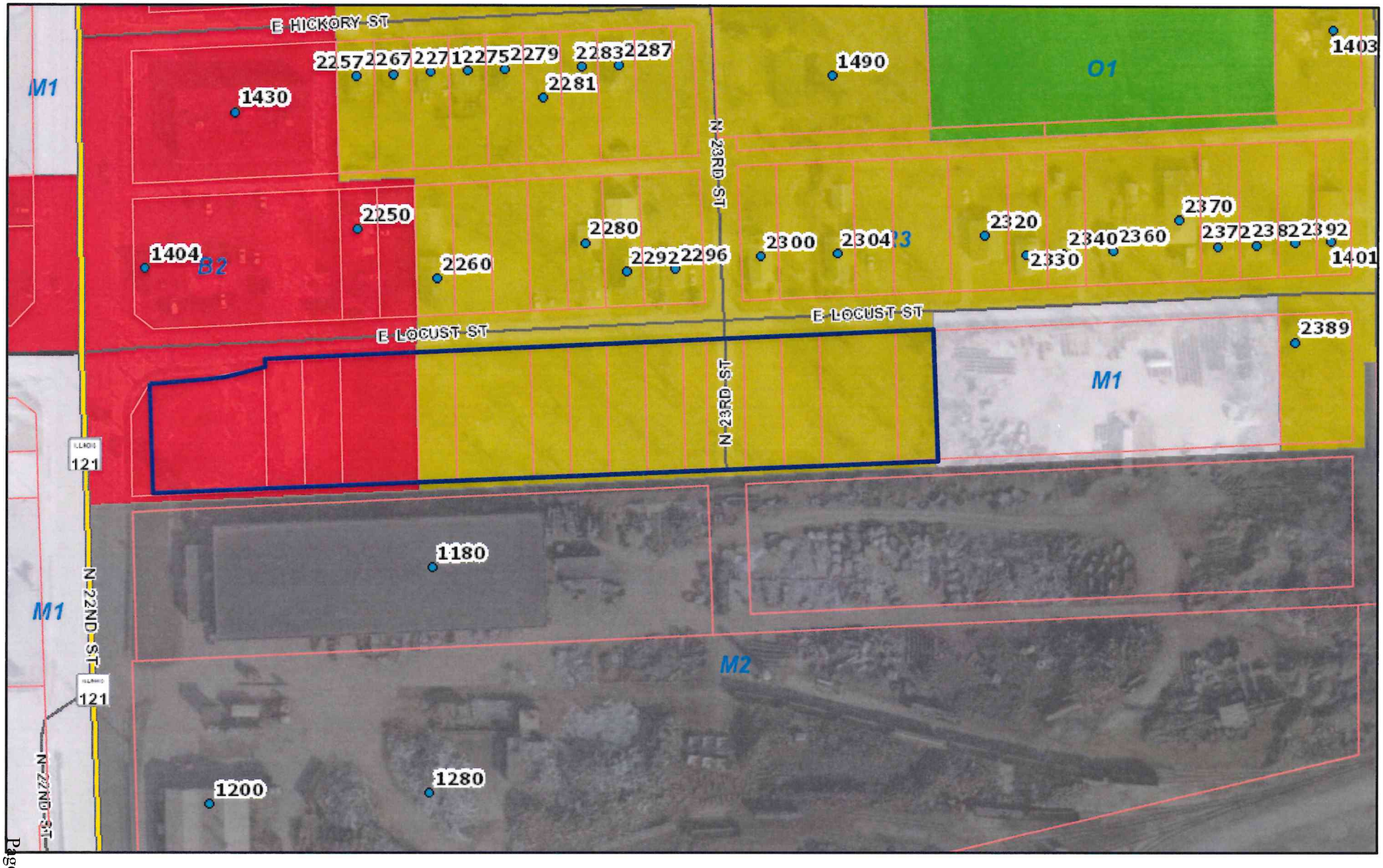
5/28/2024, 5:09:15 PM

Roads (small scale)
<all other values>
Interstate Highway
State Route or U.S. Highway
Arterial
Residential
County Highway
Railroad Tracks
Override 1
Parcels (from Macon County GIS)
Addresses
Decatur City Limits

1:2,257
0 0.01 0.03 0.05 mi
0 0.02 0.04 0.09 km

City of Decatur, IL
City of Decatur, IL | Illinois State Geological Survey | ISGS, PRI |

2225 - 2389 East Locust Street



5/28/2024, 5:14:06 PM

Roads (small scale)
<all other values>
Interstate Highway
State Route or U.S. Highway
Arterial
Residential
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0 0.01 0.03 0.05 mi

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City of Decatur, IL

City of Decatur, IL

City of Decatur, IL | Illinois State Geological Survey | ISGS, PRI |

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, June 6, 2024
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The June 6, 2024, meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck

Members Absent: Andrew Taylor, A.G Webber, Josh Prasun, Maurice Payne

Staff Present: Joselyn Stewart, Deanna Buck, Amanda Wiese, Jon Kindseth

II. Approval of Minutes of the May 2, 2024, City Plan Commission Meeting

It was moved and seconded (Matt Naber/ Jim Schwarz) to approve the minutes of the May 2, 2024, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 24-12 Petition of MERVIS RECYCLING, to rezone the properties located at 2225 EAST LOCUST STREET TO 2389 EAST LOCUST STREET from R-3 Single Family Residence District and B-2 Commercial District to M-1 Intense Commercial/Light Industrial District.

It was moved and seconded (Matt Naber/James Schwarz) to forward Case No. 24-12 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Stephanie Brown, Petitioner for Mervis Recycling, was sworn in by Deanna Buck. Stephanie stated this lot will be screened in for the use to store the empty containers.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye. Motion carried.

B. Case No. 24-13 Petition of TCCA - TILLAMOOK, to vacate the 600 AND 700 BLOCKS OF EAST SANGAMON STREET AND A PORTION OF THE 700 AND 800 BLOCKS OF NORTH MORGAN STREET Right-of-Way.

It was moved and seconded (Bobby Garner/Matt Naber) to forward Case No. 24-13 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Keela Newman, on behalf of TCCA-Tillamook, was sworn in by Deanna Buck. Keela stated that they want to make it easier and safer for the truck drivers to get in and out of the facility. Jon Kindseth spoke on how the city will help facilitate. There was more discussion on this item.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye. Motion carried.

C. Case No. 24-14 Petition of MERVIS RECYCLING to vacate the 800 BLOCK OF EAST SANGAMON STREET Right-of-Way.

It was moved and seconded (Jim Schwarz / Matt Naber) to forward Case No. 24-14 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizens expressed comments.

V. Comments and Information from Commission Members

None

VI. Adjournment

There being no further business, it was moved and seconded (Jim Schwarz/Bobby Garner) to adjourn the meeting.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye.

Chairman Susie Peck declared the meeting adjourned at 3:19 P.M.

_____

James Schwarz, Secretary, Decatur City Plan Commission

SUBJECT: Public right–of–way vacation of the 800 Block of East Sangamon Street

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
PC Staff Report	Backup Material
PC Minutes	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-15

June 28, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Public right–of–way vacation of the 800 Block of East Sangamon Street

SUMMARY RECOMMENDATION: Staff recommends approval of the ROW vacation with the following conditions:

1. A blanket easement for the vacated East Sangamon Street right-of-way shall be maintained for all utilities located within the right-of-way, including but not limited to the City's utilities.

The City Plan Commission voted 5-0 to recommend approval of the petition at the June 6, 2024 meeting. The minutes of the meeting are attached.

BACKGROUND: The City is supportive of this vacation as it will facilitate economic development and a controlled campus for TCCA - Tillamook. Mervis Recycling currently owns this property and is requesting this vacation for the benefit of the TCCA – Tillamook development. More importantly this vacation is being done to prevent an improved ROW from becoming disconnected from other public ROWs. This section of the ROW would serve no public benefit beyond the public utilities that may run through it.

The subject right-of-way is no longer necessary to serve the general public, and really has become a site with repeated illegal dumping and nuisance behaviors. The best interests of the City of Decatur would be served by approving the proposed right-of-way vacation to eliminate this liability from the City's public road inventory.

Per Paragraph 2.2.2 of the Administrative Policy & Procedure Manual: Utility Easements and R-O-W Vacations; (effective September 1, 1997), "All property owners with land abutting a piece of property which is under consideration for vacation shall be served proper notice prior to City Council action on the request." Staff have sent out notification letters to the abutting property owners.

Advantage Automation Midwest (AAM) and Mervis Recycling have agreed to an ingress/egress access easement on Mervis's parcel to allow for the circulation of the AAM's semi-trucks. The Plat of Easement is currently being produced for recording with Macon County.

In accordance with Paragraph 2.2.3 of the same manual, "Compensation shall be required, based upon an approved recent appraisal at the expense of the petitioner, whenever land comes out of

public trust by vacation or disposition." However, since the City is a partner for this redevelopment project, an appraisal of the effected parcels should not be warranted.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: The proposed street vacation has been reviewed and approved by the City's Planning and Engineering Staff.

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE VACATING PUBLIC RIGHT-OF-WAY
- 800 BLOCK OF EAST SANGAMON STREET -

WHEREAS, on the 6th day of June 2024, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Mervis Recycling to vacate a public right-of-way legally described as:

> That part of the Southeast 1/4 of the Southwest 1/4 of Section Eleven (11), Township Sixteen (16) North, Range Two (2) East of the Third (3rd) Principal Meridian, Macon County, Illinois, described as follows: commencing at the Southeast corner of the intersection of North Morgan Street and East Sangamon Street; thence East along the South line of East Sangamon Street 320.00 feet to the point of beginning; thence continuing along said South line 306.00 feet to a point 198.00 feet West of the centerline of the Illinois Central Railroad; thence North along a line 198.00 feet West of and parallel to the centerline of said Illinois Central Railroad, to a point on the North line of East Sangamon Street; thence West along said North line to the Southeast corner of Block Five (5) of Plant and Tuttle's Addition to the City of Decatur, as per Plat recorded in Book O on Page 431 of the Records in the Recorder's Office of Macon County, Illinois; thence South on the Southerly extension of the East line said Block Five (5) to the point of beginning.

WHEREAS, said right-of-way is no longer useful to the public or to the City; and,

WHEREAS, the public interest will be subserved by vacating said right-of-way and the public will be relieved from the further burden and responsibility of maintaining the same; and

WHEREAS, no compensation shall be required as the proposed public right-of-way vacations are considered with the redevelopment of the former Prairie Farms property by TCCA - Tillamook that the City is a redevelopment partner of; and,

WHEREAS, all appropriate utility companies were contacted and expressed no objections to the proposed vacations.

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

Section 1. That upon the condition set forth below, the above described right-of-way be, and the same is hereby, vacated inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation, said right-of-way being shown on the plat thereof hereto attached and hereby made a part hereof.

A. A blanket easement for the vacated East Sangamon Street right-of-way shall be maintained for all utilities located within the right-of-way, including but not limited to the City's utilities.

Section 2. That no right-of-way vacation valuation and compensation rules or regulations of the City, including those set forth in City Council Policy Section D.3.a and City Administrative Policy and Procedure Manual Section 2.2.3 shall be a requirement of this Ordinance and are hereby specifically waived for purposes of this Ordinance

Section 3. The permanent index number of the properties acquiring title to the property vacated hereby is 04-12-11-380-001.

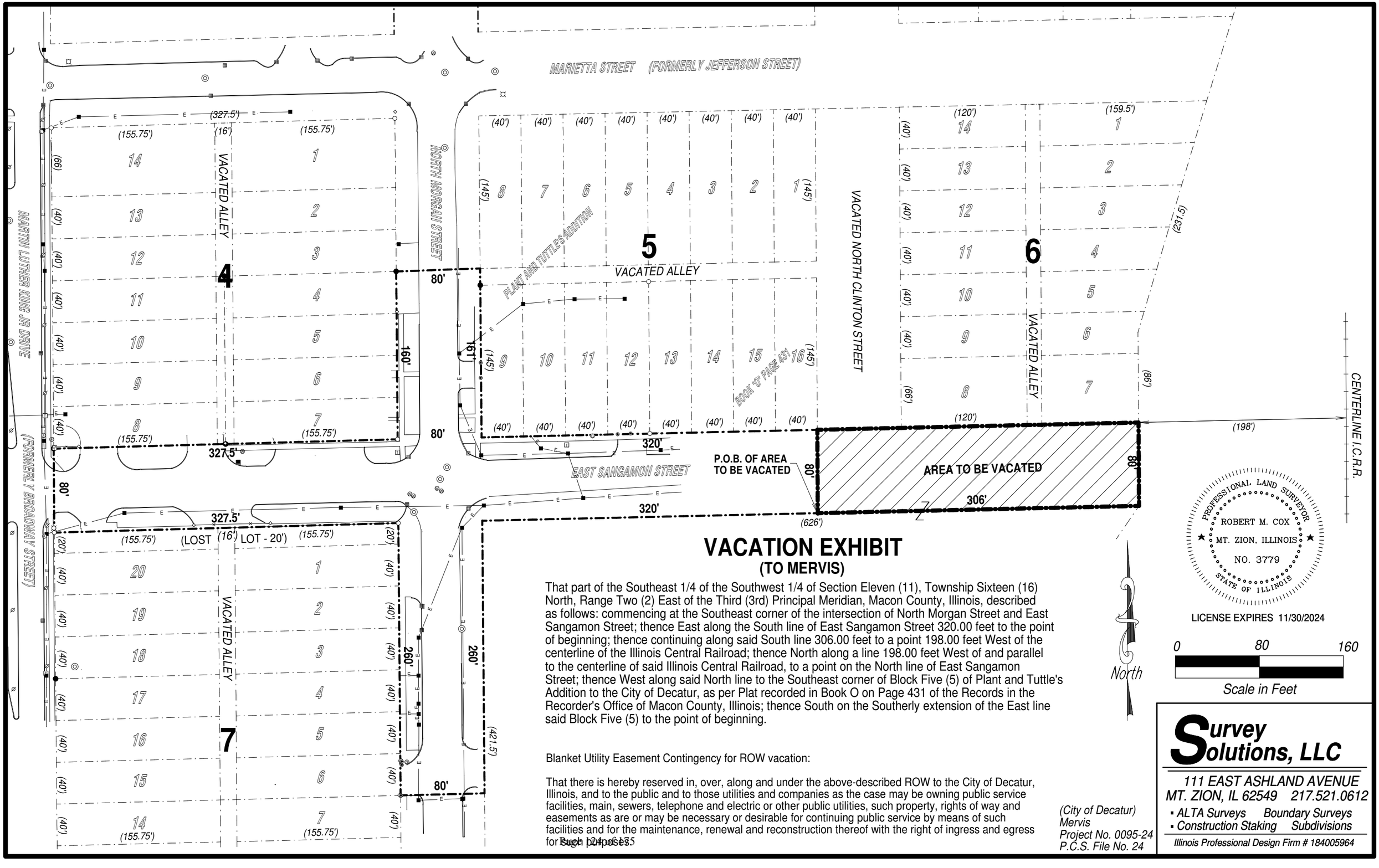
Section 4. That there is hereby reserved in, over, along and under the above-described streets and alleyways to the City of Decatur, Illinois, and to the public and to those utilities and companies as the case may be owning public service facilities, mains, sewers, telephone and electric, City street lights, circuitry and conduit or other public utilities, such property, rights of way and easements as are or may be necessary or desirable for continuing public service by means of such facilities and for the maintenance, renewal and reconstruction thereof with the right of ingress and egress for such purposes.

PRESENTED, PASSED, APROVED AND RECORDED this 1st day of July 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALHOFF, CITY CLERK



VACATION EXHIBIT

(TO MERVIS)

That part of the Southeast 1/4 of the Southwest 1/4 of Section Eleven (11), Township Sixteen (16) North, Range Two (2) East of the Third (3rd) Principal Meridian, Macon County, Illinois, described as follows: commencing at the Southeast corner of the intersection of North Morgan Street and East Sangamon Street; thence East along the South line of East Sangamon Street 320.00 feet to the point of beginning; thence continuing along said South line 306.00 feet to a point 198.00 feet West of the centerline of the Illinois Central Railroad; thence North along a line 198.00 feet West of and parallel to the centerline of said Illinois Central Railroad, to a point on the North line of East Sangamon Street; thence West along said North line to the Southeast corner of Block Five (5) of Plant and Tuttle's Addition to the City of Decatur, as per Plat recorded in Book O on Page 431 of the Records in the Recorder's Office of Macon County, Illinois; thence South on the Southerly extension of the East line said Block Five (5) to the point of beginning.

Blanket Utility Easement Contingency for ROW vacation:

That there is hereby reserved in, over, along and under the above-described ROW to the City of Decatur, Illinois, and to the public and to those utilities and companies as the case may be owning public service facilities, main, sewers, telephone and electric or other public utilities, such property, rights of way and easements as are or may be necessary or desirable for continuing public service by means of such facilities and for the maintenance, renewal and reconstruction thereof with the right of ingress and egress for such purposes.

Book 24 pg 135

(City of Decatur)
Mervis
Project No. 0095-24
P.C.S. File No. 24

PROFESSIONAL LAND SURVEYOR
ROBERT M. COX
MT. ZION, ILLINOIS
NO. 3779
STATE OF ILLINOIS

LICENSE EXPIRES 11/30/2024

0 80 160
Scale in Feet

Survey Solutions, LLC
111 EAST ASHLAND AVENUE
MT. ZION, IL 62549 217.521.0612
▪ ALTA Surveys Boundary Surveys
▪ Construction Staking Subdivisions
Illinois Professional Design Firm # 184005964

STAFF REPORT
Decatur City Plan Commission

Hearing Date	June 6, 2024
Case No.	24-14
Property Location	East Sangamon Street Right-of-Way
Request	Vacation of the 800 Block of East Sangamon Street Right-of-Way
Petitioner	Mervis Supply Company, Inc.
Representative	David Hicks

BACKGROUND

The petitioner is requesting vacation of the 800 Block of East Sangamon Street. This vacation along with the previous one (24-13) with TCCA would enable Tillamook to secure their entire campus and not create an inaccessible portion of a ROW.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Street Right-of-Way	M-1, M-2	Employment
North	Industrial	M-1	Employment
South	Industrial	M-2	Employment
East	Industrial, Railroad	M-2	Employment
West	Industrial	M-1, M-2	Mixed-Use Commercial/Residential

STAFF ANALYSIS

The subject street right-of-way has a width of 80-feet and has a length of approximately 306-feet, with a total of 24,480-square feet. The petitioner owns the property on the south side of the street to be vacated.

The City is supportive of this vacation as it will facilitate economic development and a controlled campus for TCCA - Tillamook. More importantly this vacation is being done to prevent an improved ROW from becoming disconnected from other public ROWs. This section of the ROW would serve no public benefit beyond the public utilities that may run through it.

The subject right-of-way is no longer necessary to serve the general public, and really has become a site with repeated illegal dumping and nuisance behaviors. The best interests of the City of Decatur would be served by approving the proposed right-of-way vacation to eliminate this liability from the City's public road inventory.

STAFF RECOMMENDATION

Staff recommends approval of the street vacation with the following condition:

1. A blanket easement for the vacated East Sangamon Street right-of-way shall be maintained for all utilities located within the right-of-way, including but not limited to the City's utilities

PLAN COMMISSION ACTION

The Administrative Policy and Procedure Manual of the City of Decatur requires that property vacation requests be submitted to the Plan Commission for a public hearing. Although a Plan Commission recommendation is not required, a motion to forward the vacation request to the City Council with a recommendation for City Council's consideration is suggested.

Joselyn Stewart
Senior Transportation & Land Use Planner

ATTACHMENTS

1. Petition
2. Vacation Plat
3. Location Map

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

Request for Vacation of Utility Easement or Public Right of Way

To: The Mayor and City Council
Members of the City Plan Commission

Date: May 22, 2024

The undersigned, Mervis Supply Co. Inc, hereby requests the vacation of the following: [ ] EASEMENT VACATION [✓] ROW VACATION legally described as follows:

See attached legal description

Located at: East end of E. Sangamon Street

Address and phone number of petitioner/owner (Fax number and E-mail address optional)

Mervis Industries
3295 E. Main Street
Danville, IL 61834
217-304-2757
david.hicks@mervis.com

Address and phone number of representative (Fax number and E-mail address optional)

PETITIONER REQUIREMENTS:

1. Plat of area proposed for vacation.
2. All appropriate utility companies and franchise holders will be contacted regarding the requested vacation. Please provide copies of utility letters.
3. All property owners with land abutting the property to be vacated shall be served proper notice by letter delivery by certified mail. Please provide copies of documentation.

UTILITY EASEMENTS ONLY

4. If compensation is required (due to the individual nature of each request) an approved recent appraisal, at the expense of the petitioner, will be required.

PUBLIC PROPERTY/ROW VACATIONS ONLY

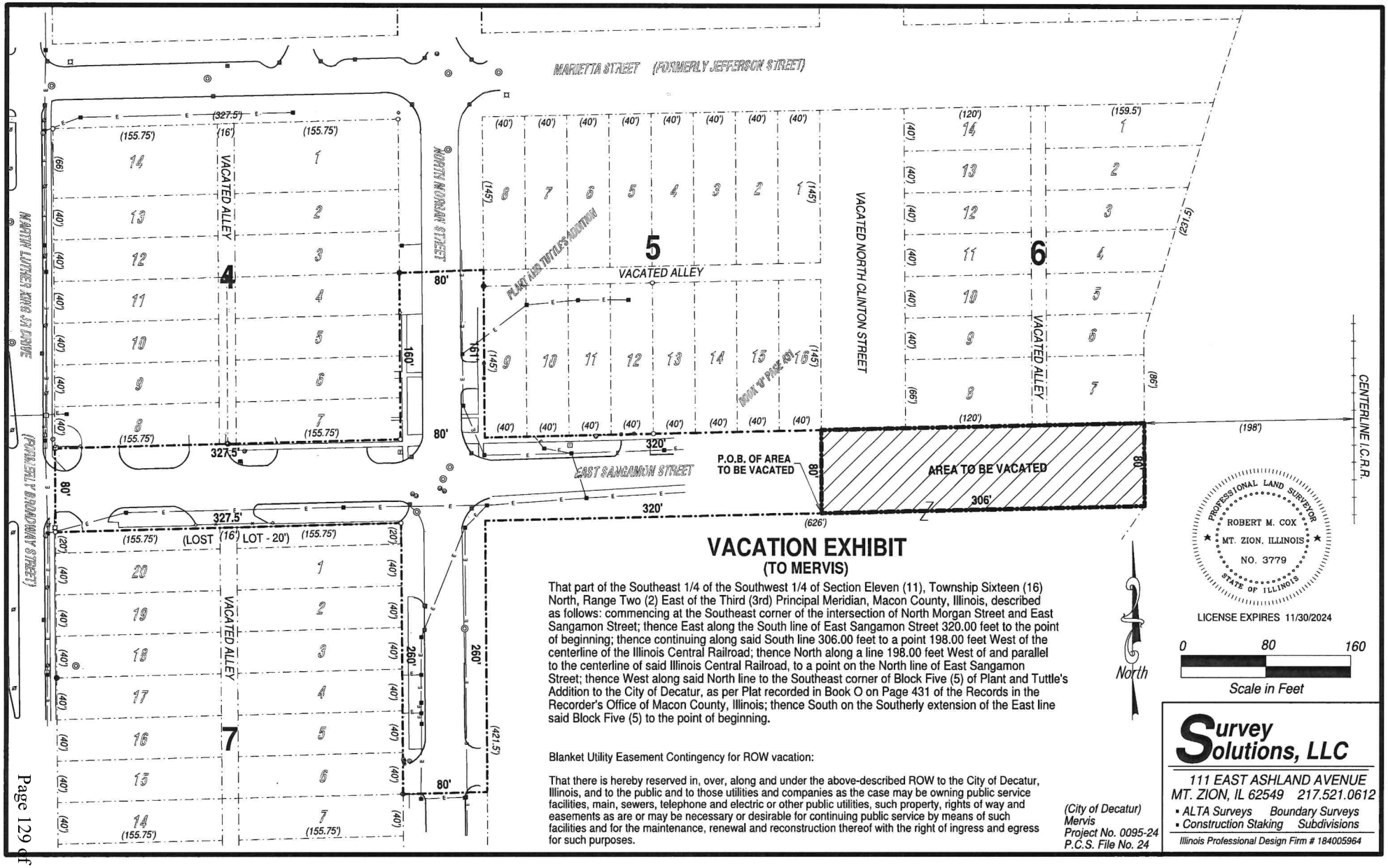
4. Compensation shall be required, based upon an approved recent appraisal at the expense of the petitioner. Whenever any appraisal indicates compensation to be paid in excess of $2000, a second appraisal at the expense of the City will be commissioned; the higher appraisal of the two will be utilized to determine compensation paid to the City.
5. All requests for property vacation should be submitted to the Plan Commission for public hearing.

Signature of Petitioner

COO, Mervis Industries

Mervis

That part of the Southeast 1/4 of the Southwest 1/4 of Section Eleven (11), Township Sixteen (16) North, Range Two (2) East of the Third (3rd) Principal Meridian, Macon County, Illinois, described as follows: commencing at the Southeast corner of the intersection of North Morgan Street and East Sangamon Street; thence East along the South line of East Sangamon Street 320.00 feet to the point of beginning; thence continuing along said South line 306.00 feet to a point 198.00 feet West of the centerline of the Illinois Central Railroad; thence North along a line 198.00 feet West of and parallel to the centerline of said Illinois Central Railroad, to a point on the North line of East Sangamon Street; thence West along said North line to the Southeast corner of Block Five (5) of Plant and Tuttle's Addition to the City of Decatur, as per Plat recorded in Book O on Page 431 of the Records in the Recorder's Office of Macon County, Illinois; thence South on the Southerly extension of the East line said Block Five (5) to the point of beginning.



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(TO MERVIS)

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(City of Decatur)
Mervis
Project No. 0095-24
P.C.S. File No. 24

PROFESSIONAL LAND SURVEYOR
ROBERT M. COX
MT. ZION, ILLINOIS
NO. 3779
STATE OF ILLINOIS

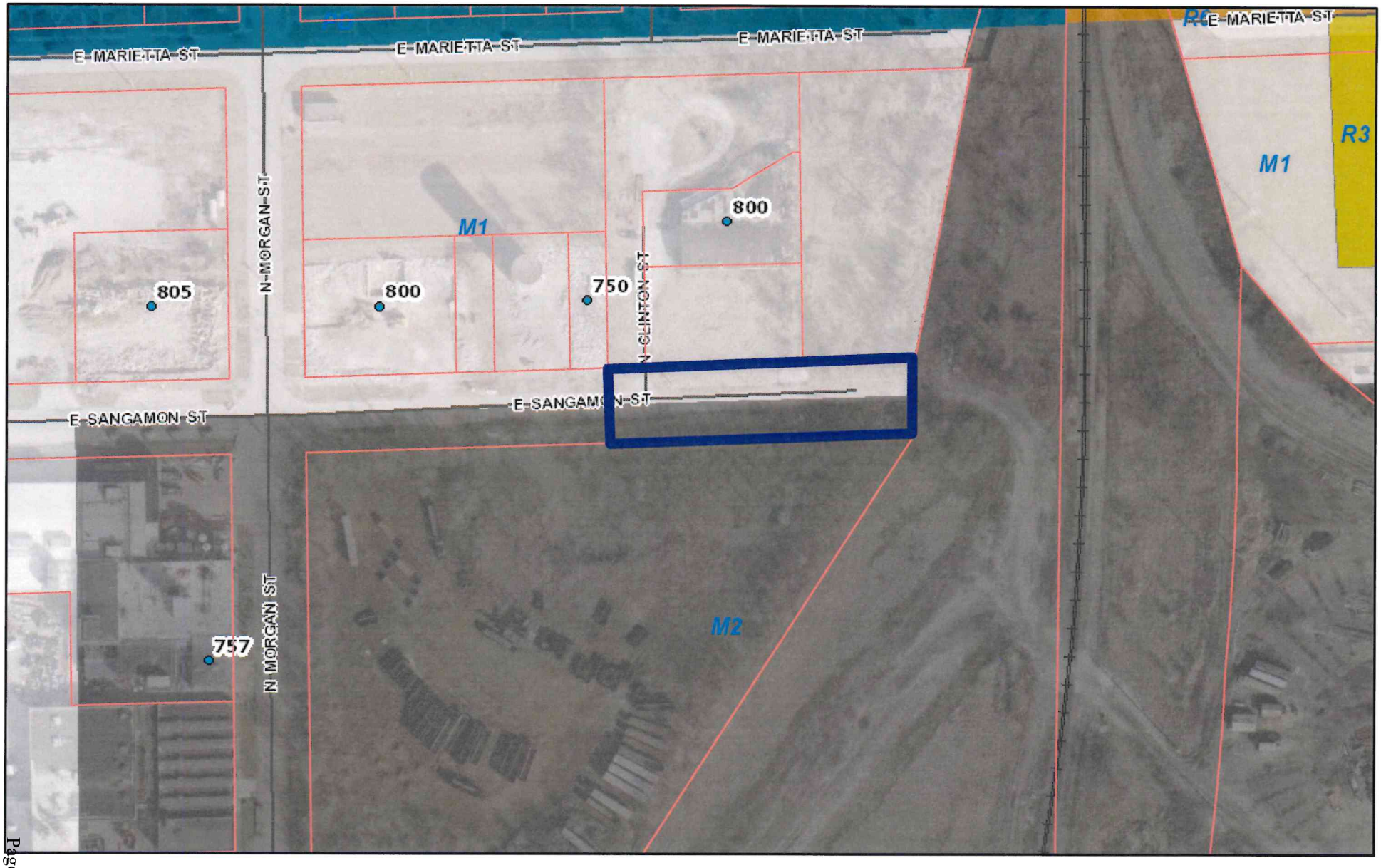
LICENSE EXPIRES 11/30/2024

0 80 160
Scale in Feet

North

Survey Solutions, LLC
111 EAST ASHLAND AVENUE
MT. ZION, IL 62549 217.521.0612
▪ ALTA Surveys Boundary Surveys
▪ Construction Staking Subdivisions
Illinois Professional Design Firm # 184005964

MERVIS SUPPLY COMPANY, INC



5/30/2024, 9:07:16 AM

Roads (small scale)
<all other values>
Interstate Highway
State Route or U.S. Highway
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Override 1
Parcels (from Macon County GIS)
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City of Decatur, IL

City of Decatur, IL
City of Decatur, IL | Illinois State Geological Survey | ISGS, PRI |

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, June 6, 2024
City Council Chamber, Decatur Civic Center

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Members Present: Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck

Members Absent: Andrew Taylor, A.G Webber, Josh Prasun, Maurice Payne

Staff Present: Joselyn Stewart, Deanna Buck, Amanda Wiese, Jon Kindseth

II. Approval of Minutes of the May 2, 2024, City Plan Commission Meeting

It was moved and seconded (Matt Naber/ Jim Schwarz) to approve the minutes of the May 2, 2024, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

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Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Keela Newman, on behalf of TCCA-Tillamook, was sworn in by Deanna Buck. Keela stated that they want to make it easier and safer for the truck drivers to get in and out of the facility. Jon Kindseth spoke on how the city will help facilitate. There was more discussion on this item.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye. Motion carried.

C. Case No. 24-14 Petition of MERVIS RECYCLING to vacate the 800 BLOCK OF EAST SANGAMON STREET Right-of-Way.

It was moved and seconded (Jim Schwarz / Matt Naber) to forward Case No. 24-14 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizens expressed comments.

V. Comments and Information from Commission Members

None

VI. Adjournment

There being no further business, it was moved and seconded (Jim Schwarz/Bobby Garner) to adjourn the meeting.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye.

Chairman Susie Peck declared the meeting adjourned at 3:19 P.M.

_____

James Schwarz, Secretary, Decatur City Plan Commission

SUBJECT:
Public right–of–way vacation of the 600 and 700 Blocks of East Sangamon Street and a portion of the 700 and 800 Blocks of North Morgan Street Right-of-Way

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
PC Staff Report	Backup Material
PC Minutes	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-14

June 28, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Public right–of–way vacation of the 600 and 700 Blocks of East Sangamon Street and a portion of the 700 and 800 Blocks of North Morgan Street Right-of-Way

SUMMARY RECOMMENDATION: Staff recommends approval of the ROW vacation with the following conditions:

1. A blanket easement for the vacated East Sangamon Street and a portion of North Morgan Street right-of-way shall be maintained for all public utilities located within the right-of-way, including but not limited to the City's utilities.

The City Plan Commission voted 5-0 to recommend approval of the petition at the June 6, 2024 meeting. The minutes of the meeting are attached.

BACKGROUND: This vacation was contemplated in the previously approved RDA with TCCA. TCCA would like to fence around their entire campus to control access to their property and their current ice cream plant. TCCA has already acquired 7 parcels of property in this area and could acquire more in the future. They are currently remodeling the former Prairie Farms ice cream plant and hope to be in production before year end.

The subject right-of-way is no longer necessary to serve the general public. The best interests of the City of Decatur would be served by approving the proposed right-of-way vacation to allow for the TCCA - Tillamook project to be properly secured. All properties in the area will continue to have access to a ROW. Only one property owner will have to move their access to a new ROW.

Per Paragraph 2.2.2 of the Administrative Policy & Procedure Manual: Utility Easements and R-O-W Vacations; (effective September 1, 1997), "All property owners with land abutting a piece of property which is under consideration for vacation shall be served proper notice prior to City Council action on the request." Staff have sent out notification letters to the abutting property owners.

In accordance with Paragraph 2.2.3 of the same manual, "Compensation shall be required, based upon an approved recent appraisal at the expense of the petitioner, whenever land comes out of public trust by vacation or disposition." However, since the City is a partner for this redevelopment project, an appraisal of the effected parcels should not be warranted.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: The proposed street vacations have been reviewed and approved by the City's Planning and Engineering Staff.

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE VACATING PUBLIC RIGHT-OF-WAY
- 600 AND 700 BLOCKS OF EAST SANGAMON STREET AND
A PORTION OF THE 700 AND 800 BLOCKS OF NORTH MORGAN STREET -

WHEREAS, on the 6th day of June 2024, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of TCCA - Tillamook to vacate a public right-of-way legally described as:

> That part of the Southeast 1/4 of the Southwest 1/4 of Section Eleven (11), Township Sixteen (16) North, Range Two (2) East of the Third (3rd) Principal Meridian, Macon County, Illinois, described as follows: beginning at the Southwest corner of Block Four (4) of Plant and Tuttle's Addition to the City of Decatur, as per Plat recorded in Book O on Page 431 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the South line of said Block Four (4) to the Southeast corner thereof; thence North along the East line of said Block Four (4) to the Northeast corner of Lot Four (4) in Block Four (4) of said Plant and Tuttle's Addition; thence Easterly to the Southwest corner of Lot Eight (8) in Block Five (5) of said Plant and Tuttle's Addition; thence South along the West line of said Block Five (5) to Southwest corner thereof; thence East along the South line of said Block Five (5) to the Southeast corner thereof; thence South along the Southerly extension of the East line of said Block Five (5) to a point on the South line of Sangamon Street; thence West along said South line of Sangamon Street to a point on the East line of North Morgan Street; thence South along the East line of North Morgan Street to a point on the Easterly extension of the South line of Lot Six (6) in Block Seven (7) of Plant and Tuttle's Addition; thence West to the Southeast corner of said Lot Six (6) in Block Seven (7) of Plant and Tuttle's Addition; thence North along the East line of Block Seven (7) of said Plant and Tuttle's Addition to the Northeast corner thereof; thence West along the North line of said Block Seven (7) to the Northwest corner thereof; thence North along the East right of way line of North Martin Luther King Junior Drive to the point of beginning..

WHEREAS, said right-of-way is no longer useful to the public or to the City; and,

WHEREAS, the public interest will be subserved by vacating said right-of-way and the public will be relieved from the further burden and responsibility of maintaining the same; and

WHEREAS, no compensation shall be required as the proposed public right-of-way vacations are considered with the redevelopment of the former Prairie Farms property by TCCA - Tillamook that the City is a redevelopment partner of; and,

WHEREAS, all appropriate utility companies were contacted and expressed no objections to the proposed vacations.

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

Section 1. That upon the condition set forth below, the above described right-of-way be, and the same is hereby, vacated inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation, said right-of-way being shown on the plat thereof hereto attached and hereby made a part hereof.

A. A blanket easement for the vacated East Sangamon Street and a portion of North Morgan Street right-of-way shall be maintained for all public utilities located within the right-of-way, including but not limited to the City's utilities.

Section 2. That no right-of-way vacation valuation and compensation rules or regulations of the City, including those set forth in City Council Policy Section D.3.a and City Administrative Policy and Procedure Manual Section 2.2.3 shall be a requirement of this Ordinance and are hereby specifically waived for purposes of this Ordinance

Section 3. The permanent index number of the properties acquiring title to the property vacated hereby is 04-12-11-377-005, 04-12-11-378-003, 04-12-11-378-00, 04-12-11-378-005, 04-12-11-378-018 and 04-12-11-379-009.

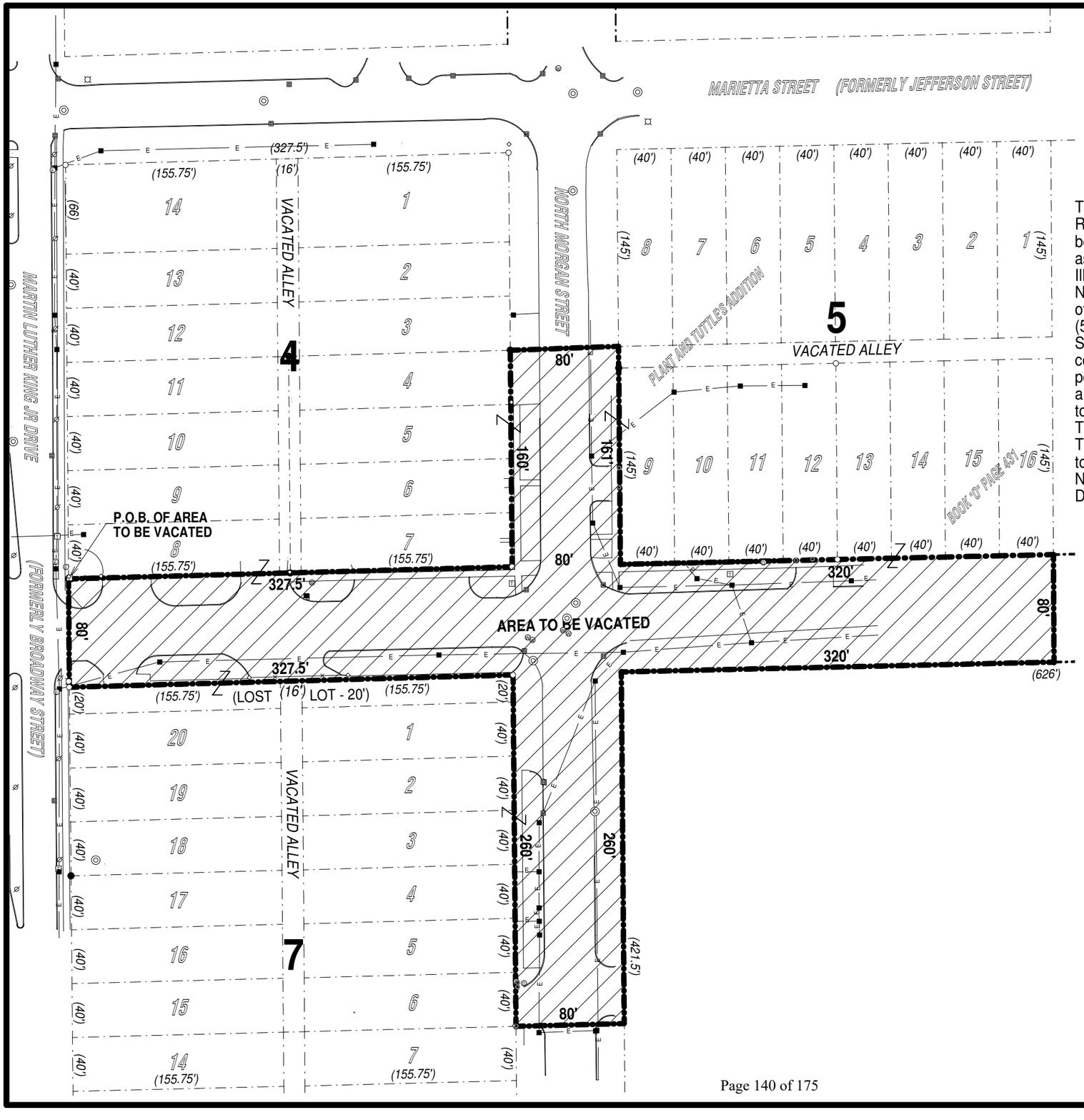
Section 4. That there is hereby reserved in, over, along and under the above-described streets and alleyways to the City of Decatur, Illinois, and to the public and to those utilities and companies as the case may be owning public service facilities, mains, sewers, telephone and electric, City street lights, circuitry and conduit or other public utilities, such property, rights of way and easements as are or may be necessary or desirable for continuing public service by means of such facilities and for the maintenance, renewal and reconstruction thereof with the right of ingress and egress for such purposes.

PRESENTED, PASSED, APROVED AND RECORDED this 1st day of July 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALHOFF, CITY CLERK



VACATION EXHIBIT

(TO TILLAMOOK)

That part of the Southeast 1/4 of the Southwest 1/4 of Section Eleven (11), Township Sixteen (16) North, Range Two (2) East of the Third (3rd) Principal Meridian, Macon County, Illinois, described as follows: beginning at the Southwest corner of Block Four (4) of Plant and Tuttle's Addition to the City of Decatur, as per Plat recorded in Book O on Page 431 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the South line of said Block Four (4) to the Southeast corner thereof; thence North along the East line of said Block Four (4) to the Northeast corner of Lot Four (4) in Block Four (4) of said Plant and Tuttle's Addition; thence Easterly to the Southwest corner of Lot Eight (8) in Block Five (5) of said Plant and Tuttle's Addition; thence South along the West line of said Block Five (5) to Southwest corner thereof; thence East along the South line of said Block Five (5) to the Southeast corner thereof; thence South along the Southerly extension of the East line of said Block Five (5) to a point on the South line of Sangamon Street; thence West along said South line of Sangamon Street to a point on the East line of North Morgan Street; thence South along the East line of North Morgan Street to a point on the Easterly extension of the South line of Lot Six (6) in Block Seven (7) of Plant and Tuttle's Addition; thence West to the Southeast corner of said Lot Six (6) in Block Seven (7) of Plant and Tuttle's Addition; thence North along the East line of Block Seven (7) of said Plant and Tuttle's Addition to the Northeast corner thereof; thence West along the North line of said Block Seven (7) to the Northwest corner thereof; thence North along the East right of way line of North Martin Luther King Junior Drive to the point of beginning.

Blanket Utility Easement Contingency for ROW vacation:

That there is hereby reserved in, over, along and under the above-described ROW to the City of Decatur, Illinois, and to the public and to those utilities and companies as the case may be owning public service facilities, main, sewers, telephone and electric or other public utilities, such property, rights of way and easements as are or may be necessary or desirable for continuing public service by means of such facilities and for the maintenance, renewal and reconstruction thereof with the right of ingress and egress for such purposes.

North

PROFESSIONAL LAND SURVEYOR
ROBERT M. COX
MT. ZION, ILLINOIS
NO. 3779
STATE OF ILLINOIS

LICENSE EXPIRES 11/30/2024

0 80 160

Scale in Feet

(City of Decatur)
TCCA - Tillamook
Project No. 0095-24
P.C.S. File No. 24

Survey Solutions, LLC
111 EAST ASHLAND AVENUE
MT. ZION, IL 62549 217.521.0612
▪ ALTA Surveys Boundary Surveys
▪ Construction Staking Subdivisions
Illinois Professional Design Firm # 184005964

STAFF REPORT
Decatur City Plan Commission

Hearing Date	June 6, 2024
Case No.	24-13
Property Location	East Sangamon Street and a portion of North Morgan Street Right-of Way
Request	Vacation of the 600 and 700 Blocks of East Sangamon Street and a portion of the 700 and 800 Blocks of North Morgan Street Right-of-Way
Petitioner	TCCA - Tillamook
Representative	Michael Bever

BACKGROUND

The petitioner is requesting vacation of the 600 and 700 Blocks of East Sangamon Street and a portion of the 700 and 800 Blocks of North Morgan Street. The vacation would enable TCCA - Tillamook to fence their entire campus and gate off the Street ROWs and utilize the area as part of their property.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Street Right-of-Way	M-1, M-2	Employment
North	Industrial	M-1	Employment
South	Industrial	M-1, M-2	Employment
East	Industrial, Railroad	M-1, M-2	Employment
West	Commercial Crossing Healthcare	PD	Mixed-Use Commercial/Residential

STAFF ANALYSIS

The subject street right-of-way has a width of 80-feet and has a length of approximately 1,068.5-feet, with a total of 85,480-square feet. The petitioner owns the property on the north and south (up to North Morgan Street) sides of the street to be vacated.

The City is supportive of this vacation because it will facilitate economic development and a controlled campus for TCCA - Tillamook. This vacation was contemplated in the previously approved RDA with TCCA. TCCA would like to fence around their entire campus to control access to their property and their current ice cream plant. TCCA has already acquired 7 parcels of property in this area and could acquire more in the future. They are currently remodeling the former Prairie Farms ice cream plant and hope to be in production before year end.

The subject right-of-way is no longer necessary to serve the general public. The best interests of the City of Decatur would be served by approving the proposed right-of-way vacation to allow for the TCCA - Tillamook project to be properly secured. All properties in the area will continue to have access to a ROW. Only one property owner will have to move their access to a new ROW.

STAFF RECOMMENDATION

Staff recommends approval of the street vacation with the following condition:

1. A blanket easement for the vacated East Sangamon Street and a portion of North Morgan Street right-of-way shall be maintained for all public utilities located within the right-of-way, including but not limited to the City's utilities

PLAN COMMISSION ACTION

The Administrative Policy and Procedure Manual of the City of Decatur requires that property vacation requests be submitted to the Plan Commission for a public hearing. Although a Plan Commission recommendation is not required, a motion to forward the vacation request to the City Council with a recommendation for the City Council's consideration is suggested.

Joselyn Stewart
Senior Transportation & Land Use Planner

ATTACHMENTS

1. Petition
2. Vacation Plat
3. Location Map

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

Request for Vacation of
Utility Easement or Public Right of Way

To: The Mayor and City Council
Members of the City Plan Commission

Date: March 21, 2024

The undersigned, Michael Bever, hereby requests the vacation of the following: ☐ EASEMENT VACATION ☑ ROW VACATION legally described as follows:

A) on North Morgan Street between tax parcels 805/838 and 800 (please see City records fo
B) on East Sangamon Street between tax parcels 838 and 757
C) on East Sangamon Street between tax parcels 750 and DEC
D) on North Morgan Street between tax parcels 757 and DEC

Located at: see above

Address and phone number of petitioner/owner (Fax number and E-mail address optional)
Tillamook Illinois, LLC a subsidiary of
Tillamook County Creamery Association
757 North Morgan Street
Decatur, Illinois
503.354.3456 MBever@Tillamook.com

Address and phone number of representative (Fax number and E-mail address optional)

PETITIONER REQUIREMENTS:

1. Plat of area proposed for vacation.
2. All appropriate utility companies and franchise holders will be contacted regarding the requested vacation. Please provide copies of utility letters.
3. All property owners with land abutting the property to be vacated shall be served proper notice by letter delivery by certified mail. Please provide copies of documentation.

UTILITY EASEMENTS ONLY

4. If compensation is required (due to the individual nature of each request) an approved recent appraisal, at the expense of the petitioner, will be required.

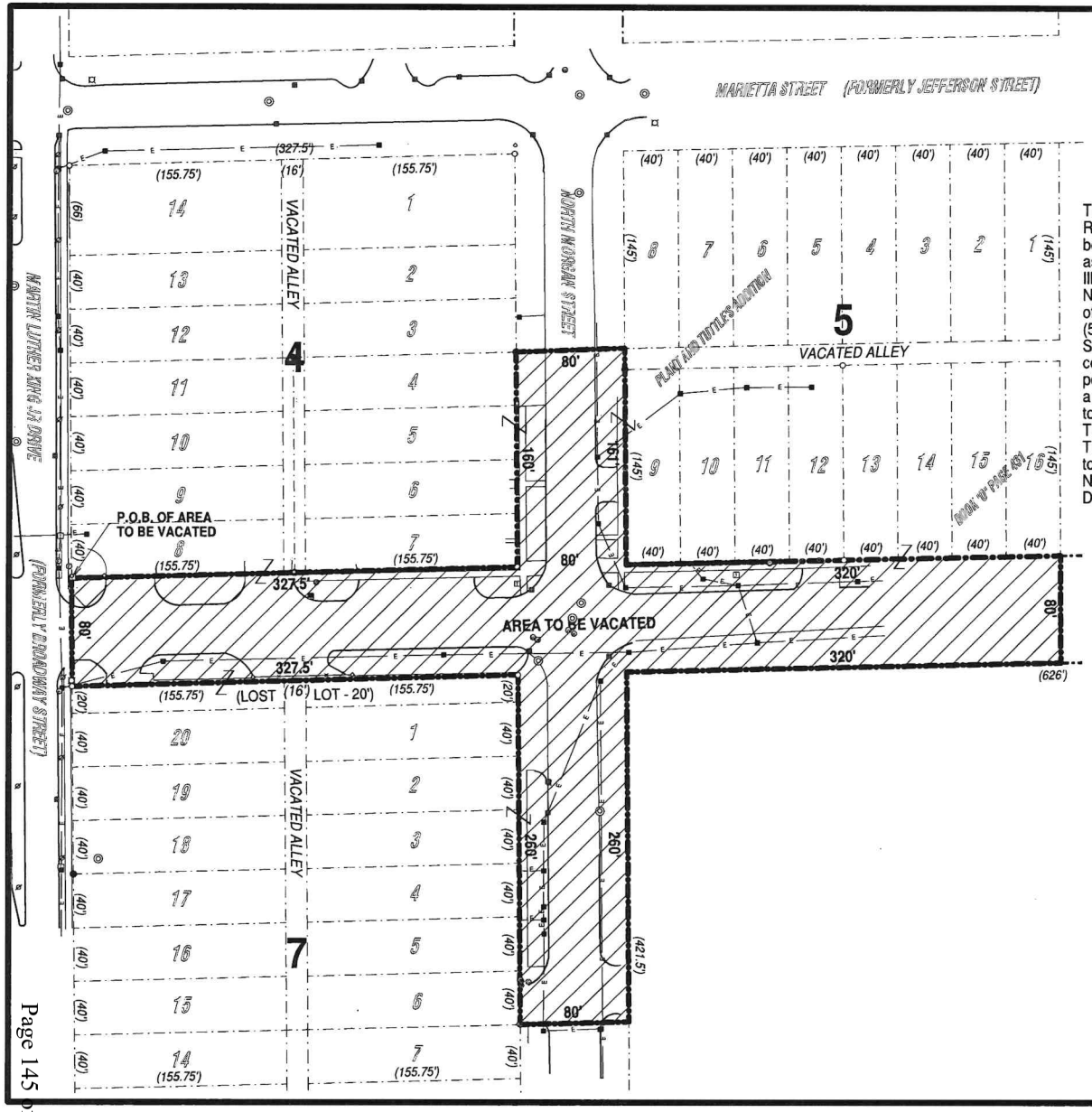
PUBLIC PROPERTY/ROW VACATIONS ONLY

4. Compensation shall be required, based upon an approved recent appraisal at the expense of the petitioner. Whenever any appraisal indicates compensation to be paid in excess of $2000, a second appraisal at the expense of the City will be commissioned; the higher appraisal of the two will be utilized to determine compensation paid to the City.
5. All requests for property vacation should be submitted to the Plan Commission for public hearing.

Signature of Petitioner Michael Bever (Mar 25, 2024 08:14 PDT)

TCCA - Tillamook

That part of the Southeast 1/4 of the Southwest 1/4 of Section Eleven (11), Township Sixteen (16) North, Range Two (2) East of the Third (3rd) Principal Meridian, Macon County, Illinois, described as follows: beginning at the Southwest corner of Block Four (4) of Plant and Tuttle's Addition to the City of Decatur, as per Plat recorded in Book O on Page 431 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the South line of said Block Four (4) to the Southeast corner thereof; thence North along the East line of said Block Four (4) to the Northeast corner of Lot Four (4) in Block Four (4) of said Plant and Tuttle's Addition; thence Easterly to the Southwest corner of Lot Eight (8) in Block Five (5) of said Plant and Tuttle's Addition; thence South along the West line of said Block Five (5) to Southwest corner thereof; thence East along the South line of said Block Five (5) to the Southeast corner thereof; thence South along the Southerly extension of the East line of said Block Five (5) to a point on the South line of Sangamon Street; thence West along said South line of Sangamon Street to a point on the East line of North Morgan Street; thence South along the East line of North Morgan Street to a point on the Easterly extension of the South line of Lot Six (6) in Block Seven (7) of Plant and Tuttle's Addition; thence West to the Southeast corner of said Lot Six (6) in Block Seven (7) of Plant and Tuttle's Addition; thence North along the East line of Block Seven (7) of said Plant and Tuttle's Addition to the Northeast corner thereof; thence West along the North line of said Block Seven (7) to the Northwest corner thereof; thence North along the East right of way line of North Martin Luther King Junior Drive to the point of beginning.



VACATION EXHIBIT

(TO TILLAMOOK)

That part of the Southeast 1/4 of the Southwest 1/4 of Section Eleven (11), Township Sixteen (16) North, Range Two (2) East of the Third (3rd) Principal Meridian, Macon County, Illinois, described as follows: beginning at the Southwest corner of Block Four (4) of Plant and Tuttle's Addition to the City of Decatur, as per Plat recorded in Book O on Page 431 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the South line of said Block Four (4) to the Southeast corner thereof; thence North along the East line of said Block Four (4) to the Northeast corner of Lot Four (4) in Block Four (4) of said Plant and Tuttle's Addition; thence Easterly to the Southwest corner of Lot Eight (8) in Block Five (5) of said Plant and Tuttle's Addition; thence South along the West line of said Block Five (5) to Southwest corner thereof; thence East along the South line of said Block Five (5) to the Southeast corner thereof; thence South along the Southerly extension of the East line of said Block Five (5) to a point on the South line of Sangamon Street; thence West along said South line of Sangamon Street to a point on the East line of North Morgan Street; thence South along the East line of North Morgan Street to a point on the Easterly extension of the South line of Lot Six (6) in Block Seven (7) of Plant and Tuttle's Addition; thence West to the Southeast corner of said Lot Six (6) in Block Seven (7) of Plant and Tuttle's Addition; thence North along the East line of Block Seven (7) of said Plant and Tuttle's Addition to the Northeast corner thereof; thence West along the North line of said Block Seven (7) to the Northwest corner thereof; thence North along the East right of way line of North Martin Luther King Junior Drive to the point of beginning.

Blanket Utility Easement Contingency for ROW vacation:

That there is hereby reserved in, over, along and under the above-described ROW to the City of Decatur, Illinois, and to the public and to those utilities and companies as the case may be owning public service facilities, main, sewers, telephone and electric or other public utilities, such property, rights of way and easements as are or may be necessary or desirable for continuing public service by means of such facilities and for the maintenance, renewal and reconstruction thereof with the right of ingress and egress for such purposes.

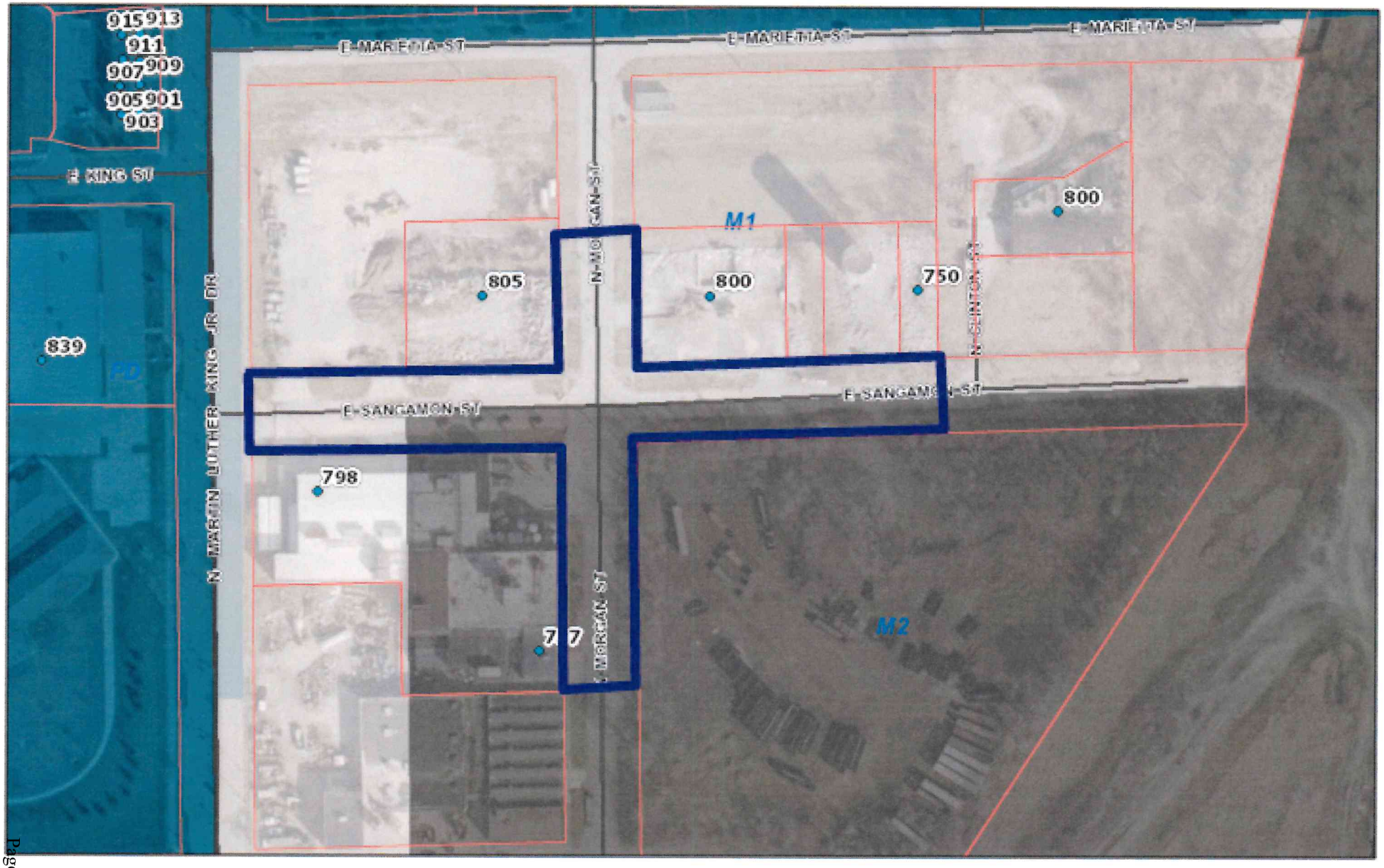
PROFESSIONAL LAND SURVEYOR
ROBERT M. COX
MT. ZION, ILLINOIS
NO. 3779
STATE OF ILLINOIS

LICENSE EXPIRES 11/30/2024

(City of Decatur)
TCCA - Tillamook
Project No. 0095-24
P.C.S. File No. 24

Survey Solutions, LLC
111 EAST ASHLAND AVENUE
MT. ZION, IL 62549 217.521.0612
▪ ALTA Surveys Boundary Surveys
▪ Construction Staking Subdivisions
Illinois Professional Design Firm # 184005964

TCCA - TILLAMOOK



9/30/2024, 8:58:25 AM

Roads (small scale)
<all other values>
Interstate Highway
State Route or U.S. Highway
Arterial
Residential
County Highway
Railroad Tracks
Override 1
Parcels (from Macon County GIS)
Addresses
Decatur City Limits

1:2,257
0 0.01 0.03 0.05 mi
0 0.02 0.04 0.09 km

City of Decatur, IL

City of Decatur, IL
City of Decatur, IL | Illinois State Geological Survey | ISGS, PRI |

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, June 6, 2024
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The June 6, 2024, meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck

Members Absent: Andrew Taylor, A.G Webber, Josh Prasun, Maurice Payne

Staff Present: Joselyn Stewart, Deanna Buck, Amanda Wiese, Jon Kindseth

II. Approval of Minutes of the May 2, 2024, City Plan Commission Meeting

It was moved and seconded (Matt Naber/ Jim Schwarz) to approve the minutes of the May 2, 2024, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 24-12 Petition of MERVIS RECYCLING, to rezone the properties located at 2225 EAST LOCUST STREET TO 2389 EAST LOCUST STREET from R-3 Single Family Residence District and B-2 Commercial District to M-1 Intense Commercial/Light Industrial District.

It was moved and seconded (Matt Naber/James Schwarz) to forward Case No. 24-12 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Stephanie Brown, Petitioner for Mervis Recycling, was sworn in by Deanna Buck. Stephanie stated this lot will be screened in for the use to store the empty containers.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye. Motion carried.

B. Case No. 24-13 Petition of TCCA - TILLAMOOK, to vacate the 600 AND 700 BLOCKS OF EAST SANGAMON STREET AND A PORTION OF THE 700 AND 800 BLOCKS OF NORTH MORGAN STREET Right-of-Way.

It was moved and seconded (Bobby Garner/Matt Naber) to forward Case No. 24-13 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Keela Newman, on behalf of TCCA-Tillamook, was sworn in by Deanna Buck. Keela stated that they want to make it easier and safer for the truck drivers to get in and out of the facility. Jon Kindseth spoke on how the city will help facilitate. There was more discussion on this item.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye. Motion carried.

C. Case No. 24-14 Petition of MERVIS RECYCLING to vacate the 800 BLOCK OF EAST SANGAMON STREET Right-of-Way.

It was moved and seconded (Jim Schwarz / Matt Naber) to forward Case No. 24-14 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizens expressed comments.

V. Comments and Information from Commission Members

None

VI. Adjournment

There being no further business, it was moved and seconded (Jim Schwarz/Bobby Garner) to adjourn the meeting.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Jim Schwarz, James Oliver, Susie Peck voted aye.

Chairman Susie Peck declared the meeting adjourned at 3:19 P.M.

_____

James Schwarz, Secretary, Decatur City Plan Commission

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 905 E. Wood St

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-1

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

DATE: July 1, 2024

SUBJECT: Resolution Authorizing the Execution of Agreement for Demolition of vacant building with Steve's Trucking at 905 E. Wood St.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said building.

BACKGROUND: The building at 905 E. Wood St. was put out for demolition bid along with 14 other properties. The building at 905 E. Wood St. crossed the threshold for council approval.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH STEVE'S TRUCKING FOR THE DEMOLITION OF 905 E. WOOD ST

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 905 E. Wood St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of $119,499.00 for 905 E. Wood St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Steve's Trucking for their total bid price of $119,499.00.

PRESENTED and ADOPTED this 1st day of July 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Project Name: Demolition of Properties- 905 E Wood St Date: 6/25/2024 Time: 9:00 a.m.		Steve's Trucking Decatur, IL	S. Shafer Excavating Pontoon Beach, IL	HD Excavating & Trees Dawson, IL	Fowler Enterprises Elgin, IL	Hutchins Excavating Decatur, IL
	Description					
	Demolition	$119,499.00	$110,000.00	$138,000.00	$148,000.00	$160,000.00
	Plumbing		$10,000.00	$1,700.00	$7,400.00	
TOTAL		$119,499.00	$120,000.00	$139,700.00	$155,400.00	$160,000.00

SUBJECT: Resolution Authorizing Execution and Agreement of FY2023 Safe Streets and Roads For All Grant Agreement with Federal Highway Administration

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

OFFICE OF THE CITY MANAGER

July 1, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Execution and Agreement of FY2023 Safe Streets and Roads For All Grant Agreement with Federal Highway Administration.

RECOMMENDATION: The attached Resolution allows for the City of Decatur to authorize and execute the grant for the Federal Highway Administration's Safe Streets and Roads For All Action Plan for $300,000.00.

BACKGROUND: The City of Decatur has been awarded a Planning and Research Grant from the Federal Highway Administration's (FHWA) Safe Streets and Roads For All (SS4A) Program.
The Decatur Illinois Regional Vision Zero Action Plan aims to eliminate roadway fatalities and serious injuries. By making the City's roadways safer for all users, including vulnerable road users, the Plan will encourage Decatur residents and visitors to consider active transportation choices that will reduce transportation generated pollution and roadway hazards.
The City applied for $240,000 with a pledged local match of $60,000. This Resolution will authorize the City of Decatur to execute the grant agreement with FHWA.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 217-424-2323 or Jkindseth@decaturil.gov or Lacie Elzy at 217-542-3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes execution of SS4A Grant with FHWA.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION AND AGREEMENT OF FY2023 SAFE STREETS AND ROADS FOR ALL GRANT AGREEMENT WITH FEDERAL HIGHWAY ADMINISTRATION

WHEREAS, the United States Department of Transportation's (USDOT) Federal Highway Administration has the authority to make such Grants and makes funds available to offset eligible costs required for planning and impriving the safety of the nation's streets; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient as outlined in the Grant Agreement.

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

Section 1. That the City of Decatur, Illinois enter into a Safe Streets and Roads For All (SS4A) Agreement ("Agreement") with the Federal Highway Administration and amend such Agreement if necessary.

Section 2. That the City Manager of the City of Decatur, Illinois is hereby authorized and directed to execute on behalf of the City of Decatur the Grant Agreement or subsequent Grant Agreement Amendments.

Section 3. That staff of the City of Decatur is hereby authorized and directed to sign such documents as may be required by the Department to request payment or fulfill the Grant obligations for the project funding authorized under aforesaid Grant Agreement.

PRESENTED AND ADOPTED this 1st day of July 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

1. Federal Award No.
693JJ32440404

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

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

Unique Entity Id.: HCL3MP6L8XV5
TIN No.: 376001308

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 3/30/2026

7. Total Amount

Federal Share:	$240,000
Recipient Share:	$60,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$300,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. Procurement Request No.
HSA240074PR

11. Federal Funds Obligated
$240,000

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.0000000000.0000000000

14. The City of Decatur will develop a SS4A Action Plan. We will work with regional partners (MPO, DPTS, IDOT, and other communities) to ensure a collaborative and comprehensive action plan.

RECIPIENT

15. Signature of Person Authorized to Sign

_____

Signature Date

Name: Tim Gleason

Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____

Signature Date

Name: Hector Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Decatur (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Decatur Illinois Regional Vision Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program,", which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Decatur Illinois Regional Vision Zero Action Plan

Application Date: 07/05/2023

2.2 Award Amount.

SS4A Grant Amount: $300,000.00

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase as follows:

Base Phase: Pre-NEPA: Decatur Illinois Vision Zero Action Plan will be developed through coordination and comprehensive collaboration to create a wholistic Action Plan for safe streets.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	12/31/2025
Planned Draft Plan Completion Date:	12/31/2025
Planned Final Plan Completion Date:	2/28/2025
Planned Final Plan Adoption Date:	3/31/2026
Planned SS4A Final Report Date:	3/31/2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$240,000
Other Federal Funds:	$0.00
State Funds:	$0.00
Local Funds:	$60,000
In-Kind Match:	$0.00
Other Funds:	$0.00
Total Eligible Project Cost:	$300,000

(b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Lacie Elzy
Director of Transportation Services
City of Decatur
555 W. Wood St., Decatur, IL 62523
217.542.3559
Lelzy@decaturil.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Lacie Elzy	Director of Transportation Services
Joselyn Stewart	Urban Transit Planner
Don Cisco III	Engineer

Name	Title or Position
Jessica Taylor	Procurement & Transit Grants Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Illinois
Agreement Officer's Representative (AOR)
130 S. Martin Luther King Drive Suite A
(217) 492-4640
Illinois.FHWA@dot.gov

and

Alan Ho
Illinois Division Office Lead Point of Contact
Safety & Mobility Engineer
Federal Highway Administration - Il
130 S. Martin Luther King Drive Suite A
Springfield, IL 62703
217-492-4622
Alan.Ho@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "**AO**") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2. The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Macon County, Illinois, based out of Decatur, IL.

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity [for all Grants]	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	0	0	0	0
Non-Federal Funds	0	0	0	0
Total Previously Incurred Costs	0	0	0	0
Future Eligible Project Costs				
SS4AFunds		80		80
Other Federal Funds		0		0
Non-Federal Funds		20		20
Total Future Eligible Project Costs		100		100
Total Project Costs		100		100

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Action Plan will develop outreach activities to ensure equitable identification and investment in the safety needs of underserved communities in preventing roadway fatalities and injuries in the Decatur area. Based on the USDOT ETCE, 61% of Decatur's citizens and 57% of Macon County's population live in census tracts defined as underserved communities. **Equity will be the foundation of the Action Plan** demonstrating the importance of the equitable and fair treatment of all people, particularly in underserved areas, in addressing roadway safety issues through engineering, enforcement, education and emergency services.

The development of the Action Plan will include a **detailed stakeholder and public engagement** program that seeks to gain authentic and meaningful public input from community members in Decatur and throughout Macon County. Public involvement and stakeholder outreach will emphasize engagement with historically marginalized, and economically disadvantaged communities through innovative engagement approaches. The

City will follow best practices such as those detailed in USDOT's Promising Practices for Meaningful Public Involvement in Transportation Decision-making and insights from USDOT's Equity Action Plan.

The Public Participation Plan will outline the process to identify and engage key communities that may be disproportionately impacted by traffic risks and traditionally underserved by safety efforts. The plan will use a mix of approaches to capture needs and issues related to infrastructure deficiencies, roadway safety concerns of community members, and multimodal transportation options. The outreach approach will include:

- Specific activities for reaching identified stakeholder groups and engagement strategies that inform, involve, and empower stakeholders and the public
- Opportunities to ground truth data analysis
- Collaborative development of policies, strategies, and recommendations
- Timeline for stakeholder and public engagement activities
- Communication methods for sharing information with residents and community members
- Strategy for effective and consistent messaging
- Plan for on-going engagement during implementation and follow-up to ensure continued collaboration

The City recognizes that **Public involvement is a process, not an event**. Decatur works to involve our whole community in early discussions to identify solutions, strategies, and policies for our transportation system. We use multiple methods to engage our diverse community members as we understand traditional print and radio may reach limited audiences. Planning efforts we have undertaken focus on engagement approaches that include a mix of social media, pop-up events, and community meetings as an effective way to engage diverse and underserved groups.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The project involves the development of a Safety Action Plan with the aim of eliminating roadway fatalities and serious injuries. To the extent possible in the development of the Safety Action Plan, the City will incorporate best practices found in other jurisdictions' plans that incorporate specific elements to address EJ impacts and climate change. By making the City's roadways safer for all users, including vulnerable road users, the Plan will encourage Decatur residents and visitors to consider active transportation choices that will reduce transportation generated pollution.

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
x	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Project is to develop a Safety Action Plan and does not involve construction at this point. It should be noted that the City has entered into a PLA with Decatur Trades Council on a prior construction project and works proactively with the Council to identify opportunities to facilitate participation on capital projects using graduates of the Council's Illinois Work Pre-Apprenticeship training program aimed at providing opportunities to underserved communities. The program includes wrap around services.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
X	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

The City of Decatur has an Information Security Plan that addresses these areas. Federal law requires City of Decatur hereby referred to as "City," to develop and implement an information security plan (ISP) to create effective administrative, technical, and physical safeguards for the protection of client information. This ISP sets forth procedures for evaluating and addressing the electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting client information.

SUBJECT: Resolution Authorizing Execution and Agreement of FY2025 Downstate Operating Assistance Program Grant with Illinois Department of Transportation

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

TRANSPORTATION SERVICES DEPARTMENT

No. _____

July 1st, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Execution and Agreement of State FY2025 Transit Downstate Operating Grant Agreement with Illinois Department of Transportation.

SUMMARY RECOMMENDATION: It is recommended that this item be approved.

BACKGROUND: The City of Decatur applies to the Illinois Department of Transportation each year for a Transit Operating Assistance Agreement to assist with funding the operations of transportation. The Transit Operating Assistance Agreement provides 65% reimbursement to the City of Decatur for operational expenses. The agreement amount to the City of Decatur is up to $13,379,000.00 with the City of Decatur responsible for providing 35% matching funds. Currently, the City of Decatur utilizes the 5307 Federal Transportation Administration (FTA) funds as 35% match for transit operations.
Historically, the City has been awarded around $1.2million in 5307 FTA funds. However, with strategic increases in services like Sundays, Community Events, and other such key factors, the FTA has awarded the City $3.1million in 5307 FTA funds in addition to a $2.5million Congressional Earmark for our Microtransit program. The Earmark and the 5307 will be used as match for the DOAP funds, allowing us to leverage a historic amount of operating assistance.

SCHEDULE: The State FY2025 DOAP Budget and Agreement will be effective through June 30, 2025.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov.

BUDGET/TIME IMPLICATIONS: Authorizes the execution and agreement of State FY2025 Transit Downstate Operating Grant Agreement with IDOT.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION AND AGREEMENT OF FY2024 TRANSIT DOWNSTATE OPERATING GRANT AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the Downstate Public Transportation Act (30 ILCs740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operationf of public transportation systems; and,

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

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

Section 1. That the City of Decatur, Illinois enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement if necessary, for State fiscal year 2025 in order to obtain grant assistance under the provision of the Act.

Section 2. That the City Manager or Designee of the City of Decatur, Illinos is hereby authorized and directed to sign and execute the Agreement of its amendment(s) on behalf of the City of Decatur, Illinois for such asssitance for state fiscal year 2025.

Section 3. That the transit staff of the City of Decatur, Illinos is authorized to to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for state fiscal year 2025.

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

PRESENTED AND ADOPTED this 1st day of July 2024.

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Julie Moore Wolfe, Mayor

ATTEST:

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Kim Althoff, City Clerk