



**Monday, June 17, 2019
5:30 PM
City Council Chamber**

AMENDED CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of June 3, 2019 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Ordinance Providing for the Issuance of not to Exceed \$9,300,000 General Obligation Bonds, Series 2019 of the City for One or More of the Following Purposes: Refunding Certain Outstanding Bonds of the City, Improving the Decatur Public Library and Resurfacing and Improving the Library Parking Lot; Providing for the Levy of Taxes to Pay the Bonds; and Providing for the Sale of the Bonds to the Purchasers thereof.
3. Ordinance Vacating Public Rights-of-Way in the 230 - 399 Blocks of East Marietta Street and to Vacate the Alley Right-of-Way Between the 1000 Blocks of North Warren Street and North Water Street
4. Ordinance Amending the Current PD Planned Development District and Rezoning Properties From B-2 Commercial District and R-6 Multiple Dwelling District to PD Planned Development District Bounded in General by East Condit Street, North Warren Street, East Marietta Street, a North/South Alley Right-of-Way Between North Water Street and North Warren Street, North Water Street, North Franklin Street, East Wabash Avenue, and North Martin Luther King Jr. Drive - Community Care Campus
5. Ordinance Rezoning From M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit (CUP) to Allow for Industrial and Commodity Scrap Processing and Storage Yards 2000 Block of South Imboden Court

6. Resolution Amending Mass Transit Management Agreement With MV Transportation, Inc.
7. Resolution Authorizing Agreement for Lobbying Services - Curry and Associates, L.L.C.
8. Resolution Authorizing Annual Service Agreement With Superior, LLC, a Central Square Company
9. Motion Approving an Action Plan for Lake Decatur Watershed Management and Siltation Reduction
10. Resolution Authorizing a Six-Year Maintenance Agreement with Altorfer Inc. for South Water Treatment Plant Emergency Standby Generators
11. Resolution Authorizing a Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation
12. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2019 Trenchless Long Lining Repairs Project, City Project 2019-28
13. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. For 2019 Local Street Improvements, City Project 2019-25
14. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Ordinance Annexing Territory 2381 Baker Lane
 - C. Ordinance Annexing Territory 2425 Boiling Springs Road
 - D. Ordinance Annexing Territory 2964 Danny Drive
 - E. Ordinance Annexing Territory 3040 Danny Drive
 - F. Ordinance Annexing Territory 5652 Rea's Bridge Road
 - G. Ordinance Annexing Territory 2331 Sands Drive
 - H. Ordinance Annexing Territory 3340 Tropicana Road
 - I. Ordinance Annexing Territory 9 Cloyds Drive
 - J. Ordinance Annexing Territory 1658 Cooper Drive
 - K. Ordinance Annexing Territory 4123 McClain Drive
 - L. Ordinance Annexing Territory 1460 West Tate Avenue
 - M. Ordinance Annexing Territory 2627 East Mound Road
 - N. Ordinance Annexing Territory 4647 Rea's Bridge Road
 - O. Ordinance Annexing Territory 1935 South Taylorville Road

- P. Ordinance Authorizing the Conveyance of City Property Located on the South Side of Eldorado Street at Van Dyke Street to the State of Illinois for Highway Purposes, Parcel No. 7704117
- Q. Ordinance Authorizing a Temporary Construction Easement on City Property Located on the South Side of Eldorado Street at Van Dyke Street to the State of Illinois for Highway Purposes Parcel No. 7704117
- R. Resolution Authorizing Conveyance Documents Regarding the Warranty Deed and Temporary Easement of Parcel No. 7704117 Located on the South Side of Eldorado Street at Van Dyke Street for the State of Illinois
- S. Ordinance Authorizing the Conveyance of City Property Located on the North West Corner of Eldorado Street and Fairview Avenue to the State of Illinois for Highway Purposes, Parcel No. 7704105
- T. Ordinance Authorizing a Temporary Construction Easement on City Property Located on the Northwest Corner of Eldorado Street and Fairview Avenue to the State of Illinois for Highway Purposes Parcel No. 7704105
- U. Resolution Authorizing Conveyance Documents Regarding the Warranty Deed and Temporary Easement of Parcel No. 7704105 Located on the Northwest Corner of Eldorado Street and Fairview Avenue for the State of Illinois

VI. Other Business

VII. Adjournment

Monthly Reports for May 2019

SUBJECT: Approval of Minutes of June 3, 2019 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of June 3, 2019

Backup Material

CITY COUNCIL MINUTES

Monday, June 3, 2019

On Monday, June 3, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance.

Mayor Julie Moore Wolfe called for Appearance of Citizens.

Mr. Anthony Spates stepped forward to address the council and requested more police presence in the neighborhoods.

Mr. Paul Martin addressed the council with his concerns of being annexed into the City of Decatur. Mr. Martin also mentioned overgrown bushes near the bike path on West Center Street being a safety hazard.

Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the May 13, 2019 and May 20, 2019 City Council meetings were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Mayor Moore Wolfe called for Proclamations and Recognitions.

Dawn Morris with the American Red Cross recognized Police Officer Briar Weddle for his actions in saving the life of a choking infant. Dawn Morris presented Officer Weddle with the Certificate of Extraordinary Personal Action. Mayor Moore Wolfe presented Officer Weddle with a Stephen Decatur Medallion.

R2019-78 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc. for 2019 Miscellaneous Sanitary and Storm Sewer Improvement Project, City Project 2019-09, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-79 Resolution to Authorize Professional Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. to Provide Construction Phase Engineering Services for the McKinley Sewer Rehabilitation Project, City Project 2017-22, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-80 Resolution Approving Expenditure of City Funds to Renew Granicus Novus Agenda and Video Services, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-81 Resolution Authorizing 3rd Amendment to Agreement Between the City of Decatur and MDA Properties, LLC, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2019-82 Resolution Authorizing the Execution of a Purchase Order with Cummins Crosspoint for the Rebuilding for Two City of Decatur Public Bus Engines in an Amount Not to Exceed \$55,216.00, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

Mayor Moore Wolfe called for Consent Calendar Items A. through P. and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman Faber requested to have Item A. removed from the Consent Calendar. The Clerk read Items B. through P.

Item B. 2019-33 Ordinance Annexing Territory 3 Cloyds Drive
Item C. 2019-34 Ordinance Annexing Territory 2983 Danny Drive
Item D. 2019-35 Ordinance Annexing Territory 3010 Danny Drive
Item E. 2019-36 Ordinance Annexing Territory 3312 Fite Drive
Item F. 2019-37 Ordinance Annexing Territory 3311 Fite Drive
Item G. 2019-38 Ordinance Annexing Territory 2530 Forest Crest Road
Item H. 2019-39 Ordinance Annexing Territory 4118 McClain Drive
Item I. 2019-40 Ordinance Annexing Territory 61 Tennison Court
Item J. 2019-41 Ordinance Annexing Territory 3493 Las Vegas Drive
Item K. 2019-42 Ordinance Annexing Territory 49 Tennison Court
Item L. Approval of Minutes of Boards and Commissions
Item M. R2019-83 Resolution Approving Appointment – DCDF
Item N. R2019-84 Resolution Approving Reappointments – DCDF
Item O. 2019-43 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block North Water Street from East Main Street to South Park Street and from Prairie Avenue to East Main Street - Decatur Area Arts Council
Item P. 2019-44 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of South Oakland Avenue - Lock Stock & Barrel Bike Night

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

2019-45 Ordinance Annexing Territory 3515 Catherine Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Mr. Paul Martin stated that since the previous homeowner signed the water service agreement, he should not have to annex into the city limits.

City Manager Wrighton explained the terms of the water service agreement.

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

Mayor Moore Wolfe called for Unfinished Business.

Councilman Kuhle noticed the sign in front of the Police Department that reads, “Motorcycles Ride Responsibly” and he thanked the Decatur Park District, City of Decatur, and the Howard Buffet Foundation for the Devon Amphitheatre.

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

Mayor Moore Wolfe declared the Council meeting adjourned at 6:03 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Financial report	Cover Memo



Fiscal Year 2019

Fiscal Period Ending May, 2019

City of Decatur

Treasurer's Financial Report

Report Distribution:

***Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk***

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: May, 2019

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
10	General Fund									
	GENERAL FUND	7,212,145.59	6,260,557.60	5,862,774.60	46,222.06		7,656,150.65		7,656,150.65	0.00
12	Special Revenue Funds									
	PLANNING FUND	34,669.59	6,001.14	11,282.74	0.00		29,387.99		29,387.99	
17	HOME FUND	54,544.26	6,575.93	5,585.40	0.00		55,534.79		55,534.79	
18	CDBG FUND	7,445.94	40,093.79	42,910.35	0.00		4,629.38		4,629.38	
22	DUATS FUND	62,602.60	84.66	220.22	0.00		62,467.04		62,467.04	
25	STATE DRUG ENFORCEMENT	308,564.00	3,445.89	29,280.01	(18,151.00)		264,578.88		264,578.88	
26	DUI FINES AND FEES FUND	197,245.37	10,352.58	888.84	0.00		206,709.11		206,709.11	
27	POLICE LAB & PROGRAMS	208,767.57	260.74	0.00	0.00		209,028.31		209,028.31	
30	FEDERAL DRUG ENFORCEMENT	122,041.10	109.50	0.00	0.00		122,150.60		122,150.60	
32	FIRE GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
33	POLICE CAPITAL FUND	217,270.20	3,481.00	2,769.81	0.00		217,981.39		217,981.39	
34	BUILDING FUND	171,427.37	49,810.83	32,122.18	0.00		189,116.02		189,116.02	
35	LIBRARY FUND	423,331.38	139,441.32	360,300.19	0.00		202,472.51		202,472.51	
36	MUNICIPAL BAND FUND	33,899.63	994.92	2,752.07	0.00		32,142.48		32,142.48	
37	FOREIGN FIRE INSURANCE FUND	169,866.24	172.34	28,839.56	0.00		141,199.02		141,199.02	
42	LOCAL STREETS & ROADS	2,472,400.25	157,926.53	4,718.63	0.00		2,625,608.15		2,625,608.15	
46	MOTOR FUEL TAX FUND	1,790,002.90	170,958.29	80,613.92	0.00		1,880,347.27		1,880,347.27	
47	MAJOR MOVES	81,590.55	82.70	(21,167.92)	0.00		102,841.17		102,841.17	
49	FIRE CAPITAL FUND	381,628.94	635.95	0.00	0.00		382,264.89		382,264.89	
58	LIBRARY CAPITAL	131,988.93	179.29	0.00	0.00		132,168.22		132,168.22	
59	LIBRARY TRUST FUNDS	220,601.29	1,610.83	4,735.22	0.00		217,476.90		217,476.90	
82	DCDF FUND	132,607.35	3,005.05	475.86	0.00		135,136.54		135,136.54	
83	NEIGHBORHOOD IMPROVEMENTS	1,690.44	3.94	0.00	0.00		1,694.38		1,694.38	
84	COMMUNITY REVITALIZATION	1,243,899.26	1,809.00	23,960.00	0.00		1,221,748.26		1,221,748.26	
	Total Special Revenue Funds	8,468,085.16	597,036.22	610,287.08	(18,151.00)	0.00	8,436,683.30	0.00	8,436,683.30	0.00
19	TIF & Redevelopment Funds									
	OLDE TOWNE TIF FUND	(99,370.79)	0.00	0.00	0.00		(99,370.79)		(99,370.79)	
20	SE PLAZA TIF FUND	18,116.96	9,007.00	0.00	0.00		27,123.96		27,123.96	
21	WABASH CROSSING TIF	450,406.27	628.70	0.00	0.00		451,034.97		451,034.97	
23	EASTGATE TIF FUND	33,717.34	16,839.50	0.00	0.00		50,556.84		50,556.84	
24	SOUTHSIDE TIF FUND	60,616.87	84.73	0.00	0.00		60,701.60		60,701.60	
28	PINES SHOPPING CENTER TIF	4,955.57	2,398.31	0.00	0.00		7,353.88		7,353.88	
29	GRAND & OAKLAND TIF	9,442.15	4,588.74	0.00	0.00		14,030.89		14,030.89	
	Total TIF & Redevelpmnt Funds	477,884.37	33,546.98	0.00	0.00	0.00	511,431.35	0.00	511,431.35	0.00
40	Capital Funds									
	PEG CAPITAL FUND	75,425.70	15,506.71	4,330.78	0.00		86,601.63		86,601.63	
44	2018 PROJECT FUND	8,005,690.52	25,170.97	0.00	0.00		1,699,783.89	6,331,077.60	8,030,861.49	
45	CAPITAL PROJECT FUND	230,138.71	445.81	0.00	0.00		230,584.52		230,584.52	(1,981,816.00)
	Total Capital Funds	8,311,254.93	41,123.49	4,330.78	0.00	0.00	2,016,970.04	6,331,077.60	8,348,047.64	(1,981,816.00)

City of Decatur
Treasurer's Cash Report

Month of: May, 2019

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	141,412.63	16,197.87	0.00	0.00		157,610.50		157,610.50	0.00
60	Internal Service Funds									
	FLEET MAINTENANCE	206,134.43	206,651.57	214,606.28	0.00		198,179.72		198,179.72	
61	EQUIPMENT REPLACEMENT	455,317.35	3,074.63	9,821.41	0.00		448,570.57		448,570.57	
64	RISK MANAGEMENT	1,838,678.04	277,429.49	198,350.37	0.00		1,917,757.16		1,917,757.16	
65	INSURANCE FUND	2,099,670.37	1,147,258.24	892,653.24	0.00		2,354,275.37		2,354,275.37	
	Total Internal Service Funds	4,599,800.19	1,634,413.93	1,315,431.30	0.00	0.00	4,918,782.82	0.00	4,918,782.82	0.00
70	Enterprise Funds									
	MASS TRANSIT - OPERATION	1,258,830.26	474,354.84	534,794.06	0.00		1,198,391.04		1,198,391.04	
77	FIBER OPTICS	120,843.12	1,126.85	3,000.00	0.00		118,969.97		118,969.97	
78	STORM WATER	2,485,453.06	150,183.76	218,975.19	0.00		2,416,661.63		2,416,661.63	
79	SEWER FUND	7,335,871.55	532,807.77	243,851.89	0.00		7,624,827.43		7,624,827.43	
80	WATER FUND	3,195,759.69	2,406,112.16	1,818,282.05	(28,013.93)		3,755,575.87		3,755,575.87	
81	WATER CAPITAL	3,400,296.75	21,360.58	536,752.14	0.00		2,884,905.19		2,884,905.19	1,981,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	97,521.40	62,732.15	49,214.90	0.00		111,038.65		111,038.65	
89	WATER BOND	3,625,516.48	2,271.38	0.00	0.00		3,627,787.86	0.00	3,627,787.86	
	Total Enterprise Funds	34,020,092.31	3,650,949.49	3,404,870.23	(28,013.93)	0.00	34,238,157.64	0.00	34,238,157.64	1,981,816.00
90	Trust & Agency Funds									
	FIRE PENSION FUND CASH	128,932.14	175,488.42	683,542.56	0.00	450,000.00	70,878.00		70,878.00	
90	FIRE PENSION INVESTMENTS	69,733,629.51	90,971.77	45,539.13	0.00	(450,000.00)		69,329,062.15	69,329,062.15	
	TOTAL FIRE PENSION	69,862,561.65	266,460.19	729,081.69	0.00	0.00	70,878.00	69,329,062.15	69,399,940.15	
91	POLICE PENSION FUND CASH	915,225.93	209,729.85	771,952.02	0.00		353,003.76		353,003.76	
91	POLICE PENSION INVESTMENTS	95,321,266.85	139,316.11	(1,589.21)	0.00			95,462,172.17	95,462,172.17	
	TOTAL FIRE PENSION	96,236,492.78	349,045.96	770,362.81	0.00	0.00	353,003.76	95,462,172.17	95,815,175.93	
	Total Trust & Agency Funds	166,099,054.43	615,506.15	1,499,444.50	0.00	0.00	423,881.76	164,791,234.32	165,215,116.08	0.00
	Total City Funds	229,329,729.61	12,849,331.7	12,697,138.5	57.13	0.00	58,359,668.06	171,122,311.92	229,481,979.98	0.00
Memorandum Items										
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,348,488.07	10,348,488.07	
	City Funds ex Trust & Agency	63,230,675.18	12,233,825.58	11,197,693.99	57.13	0.00	57,935,786.30	16,679,565.67	64,266,863.90	0.00

City of Decatur
Monthly Fund Balance History

Period Ending: May, 2019

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
10 General	2017	4,447,145	3,992,011	5,977,122	5,814,878	5,903,441	4,623,822	6,105,029	6,641,520	7,379,340	7,300,079	5,787,811	5,287,517
	2018	5,066,069	6,185,096	6,779,372	6,627,214	6,617,971	7,183,136	7,087,728	7,699,920	8,289,094	6,711,578	6,015,050	5,195,823
	2019	6,482,379	7,562,036	7,322,260	7,212,146	7,656,151							
12 Econonic Develop	2017	337,584	315,569	301,101	300,991	270,658	311,987	311,257	293,442	289,792	272,067	271,796	268,410
	2018	289,208	296,382	317,833	191,284	181,475	201,914	222,225	208,341	236,589	130,686	143,267	102,887
	2019	108,548	79,069	39,032	34,670	29,388							
17 HOME	2017	40,494	44,047	55,621	58,550	61,677	60,946	87,608	63,135	72,575	74,330	75,354	84,018
	2018	85,812	85,841	87,505	94,274	97,348	97,312	49,364	49,716	53,697	55,227	56,264	57,267
	2019	56,988	67,392	53,424	54,544	55,535							
18 CDBG	2017	686	739	954	1,209	(890)	(4,636)	(191,685)	(195,650)	(198,584)	(201,169)	(204,358)	3,225
	2018	3,435	5,393	(2,750)	5,552	14,421	(3,934)	(197,646)	6,138	6,138	6,529	6,540	6,164
	2019	5,824	5,824	(452)	7,446	4,629							
19 Olde Towne TIF	2017	1,281	1,281	1,281	1,282	1,282	311,356	311,409	311,416	617,563	710,270	710,324	12,373
	2018	12,398	12,398	12,399	12,645	89,284	(169,380)	307,092	307,171	273,937	655,040	655,507	1,691
	2019	(99,371)	(99,371)	(99,371)	(99,371)	(99,371)							
20 Southeast TIF	2017	79,203	87,326	96,745	106,162	115,597	205,420	214,856	224,261	349,886	361,809	371,137	504,096
	2018	36,536	45,837	52,761	62,218	71,582	80,944	268,906	275,378	284,739	435,012	444,210	453,345
	2019	29,054	38,381	9,069	18,117	27,124							
21 Wabash TIF	2017	176,505	176,509	176,547	176,577	176,632	224,728	221,827	184,543	360,357	306,383	306,406	155,409
	2018	155,441	155,445	155,453	155,647	155,735	102,781	375,308	375,405	375,487	521,134	521,526	307,126
	2019	448,978	449,339	449,686	450,406	451,035							
22 DUATS	2017	59,643	119,750	120,022	119,993	61,160	61,353	61,200	62,690	58,961	55,952	62,515	60,316
	2018	60,327	62,432	62,435	62,093	62,122	61,671	61,585	61,600	61,335	61,307	60,436	60,366
	2019	62,049	61,694	62,705	62,603	62,467							
23 East Gate TIF	2017	53,707	512	18,548	36,638	54,758	78,415	96,629	114,781	149,601	692	17,460	34,205
	2018	50,963	67,572	17,128	33,965	50,792	67,753	170,291	33,278	49,487	170	16,981	33,792
	2019	50,128	66,374	16,894	33,717	50,557							
24 Southside TIF	2017	42,618	34,838	34,845	34,851	34,862	58,955	58,965	58,966	61,078	61,104	61,109	61,131
	2018	50,503	50,504	50,506	50,556	50,581	50,604	68,488	68,506	68,521	70,635	70,695	70,740
	2019	70,805	60,473	60,520	60,617	60,702							
25 State Drug	2017	817,749	823,010	658,129	643,038	762,575	802,887	786,948	750,139	737,525	706,557	699,341	718,795
	2018	718,866	606,758	635,136	686,201	813,877	783,713	756,054	830,745	822,491	792,285	511,664	315,095
	2019	302,371	279,791	311,959	308,564	264,579							

City of Decatur
Monthly Fund Balance History

Period Ending: May, 2019

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
26 DUI	2017	135,446	142,796	142,712	153,206	151,886	159,502	165,994	171,730	181,603	179,450	183,967	184,937
	2018	185,059	190,813	188,665	191,823	196,075	205,632	211,998	211,937	205,924	193,799	196,688	170,717
	2019	175,872	181,317	187,218	197,245	206,709							
27 Police Lab	2017	34,850	34,906	35,203	35,504	35,242	61,968	61,764	61,880	62,281	62,401	62,556	62,136
	2018	62,737	59,399	59,426	51,749	61,263	60,503	57,586	56,294	56,209	56,865	220,823	219,501
	2019	219,812	219,935	220,305	208,768	209,028							
28 Pines TIF	2017	101,667	4	2,854	5,705	8,557	48,251	51,109	53,961	93,810	94,347	97,014	99,713
	2018	102,387	105,050	2,679	5,374	8,047	10,719	49,532	53,129	55,801	91,359	93,794	96,217
	2019	99,019	101,760	2,549	4,956	7,354							
29 Grand/Oakland TIF	2017	180,585	7	5,188	10,369	15,553	84,367	89,562	94,744	165,195	169,028	173,981	178,992
	2018	183,957	188,901	4,974	9,976	14,940	19,903	88,796	84,477	89,436	151,430	156,079	160,708
	2019	165,894	170,969	4,841	9,442	14,031							
30 Federal Drug	2018	0	0	0	0	0	0	0	0	0	0	121,547	118,042
	2019	136,918	134,226	129,334	122,041	122,151							
32 Fire Grant	2017	4,576	0	0	0	0	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0	0	0	0	0	0
	2019	0	0	0	0	0							
33 Police Capital	2017	396,760	357,345	359,713	318,898	278,319	238,720	236,194	236,926	197,042	196,250	484,235	481,195
	2018	418,025	503,686	500,766	486,103	426,298	430,960	368,222	454,016	451,915	376,008	372,030	360,318
	2019	358,614	296,882	311,917	217,270	217,981							
34 Building	2017	31,205	46,463	56,143	70,855	80,906	94,397	108,317	119,520	127,830	134,238	128,294	136,295
	2018	160,525	175,997	188,383	205,249	211,212	222,791	254,281	244,770	236,593	257,619	180,349	114,165
	2019	158,797	151,686	156,799	171,427	189,116							
35 Library	2017	1,563,041	1,100,050	646,607	349,598	(49,143)	2,209,437	1,784,699	1,276,776	3,223,380	2,744,390	2,056,556	934,615
	2018	755,181	535,940	332,400	194,523	(67,191)	(293,324)	1,100,434	881,986	664,473	1,624,684	1,294,656	1,063,511
	2019	1,027,534	827,400	603,765	423,331	202,473							
36 Band	2017	28,422	29,007	29,482	30,008	28,602	37,983	8,817	(7,332)	14,609	26,819	25,458	30,050
	2018	29,008	28,751	29,408	30,090	19,938	6,952	20,998	450	(4,943)	13,895	29,239	29,911
	2019	33,927	34,341	35,111	33,900	32,142							
37 Foreign Fire Ins	2018	0	0	0	0	0	0	0	172,235	172,235	165,827	315,584	227,610
	2019	215,510	202,420	194,396	169,866	141,199							
39 JAG	2019	0	0	0	0	0							

City of Decatur
Monthly Fund Balance History

Period Ending: May, 2019

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
40 PEG	2017	244,728	242,605	234,220	248,067	241,568	239,494	253,388	255,939	253,815	256,472	270,197	268,149
	2018	265,489	60,962	58,291	60,442	72,794	70,139	71,572	66,518	63,826	64,758	77,581	61,526
	2019	59,100	72,104	74,147	75,426	86,602							
42 Local Streets	2017	1,401,292	1,004,828	1,140,354	1,291,803	1,421,438	1,601,443	1,765,823	1,369,666	1,524,142	1,683,574	1,907,296	1,977,693
	2018	2,139,422	1,702,245	1,823,404	1,956,905	2,100,125	2,254,394	2,408,144	1,982,131	2,141,560	2,255,966	2,407,963	2,494,146
	2019	2,649,551	2,182,487	2,320,390	2,472,400	2,625,608							
43 2010 Project	2017	341,983	334,978	331,051	328,269	327,528	324,349	239,013	115,197	0	0	0	0
44 2018 Project	2018	0	0	0	0	0	0	8,673,497	8,493,686	8,485,808	8,437,538	8,395,357	8,379,081
	2019	8,302,118	8,157,047	8,156,028	8,005,691	8,030,861							
45 Capital	2017	52,114	52,115	52,126	52,135	41,660	41,669	41,676	41,677	28,422	21,973	21,974	21,981
	2018	21,986	21,987	21,988	22,008	22,018	22,028	22,037	2,004,115	2,004,553	805,372	783,877	784,310
	2019	800,390	918,593	529,457	230,139	230,585							
46 MFT	2017	1,528,868	1,660,388	1,744,783	1,850,090	1,924,274	2,053,319	1,624,986	1,719,202	1,809,005	1,635,809	1,639,667	1,762,134
	2018	1,881,296	1,977,681	2,067,250	2,120,578	2,248,622	2,343,409	2,418,098	2,537,798	2,623,091	1,669,522	1,306,990	1,388,590
	2019	1,535,917	1,605,343	1,691,937	1,790,003	1,880,347							
47 Major Moves	2017	79,673	134,675	129,703	124,725	119,763	114,790	108,826	103,828	98,830	124,992	108,640	103,671
	2018	98,691	107,418	107,424	97,524	92,569	20,509	27,501	41,561	31,409	(31,866)	26,043	444
	2019	(25,208)	(45,513)	(39,015)	81,591	102,841							
49 Fire Capital	2017	436,816	367,729	369,696	363,660	200,841	524,491	511,758	558,881	207,933	197,558	187,890	161,568
	2018	165,148	(86,170)	10,616	23,441	(32,684)	829,379	821,636	678,688	872,919	888,399	804,081	613,687
	2019	643,711	562,070	599,369	381,629	382,265							
50 Debt	2017	805,604	141,049	164,742	188,432	291,020	922,244	913,678	875,717	1,644,425	1,611,663	1,713,062	748,369
	2018	739,116	67,688	88,280	109,470	130,285	92,259	656,769	723,551	585,487	1,203,768	1,223,715	987,082
	2019	1,059,523	116,000	131,360	141,413	157,611							
58 Library Capital	2017	200,391	39,245	39,254	20,833	9,309	(27,787)	50,703	50,704	70,705	90,741	110,748	130,781
	2018	130,785	130,788	130,795	130,902	130,960	131,015	131,072	131,106	131,135	131,292	131,413	131,499
	2019	131,578	131,684	131,785	131,989	132,168							
59 Library Trust	2017	270,222	268,657	266,975	264,560	261,899	259,996	257,836	255,131	253,103	250,570	248,845	247,564
	2018	245,986	243,552	240,899	238,713	233,692	231,935	227,868	235,558	233,631	232,116	230,035	227,172
	2019	225,402	223,863	222,919	220,601	217,477							
60 Fleet Maintenance	2017	408,010	419,632	435,247	491,618	462,411	458,253	501,536	490,868	539,803	568,876	550,522	222,665
	2018	294,689	245,688	255,095	278,908	219,244	268,303	265,161	248,344	248,894	250,691	234,515	161,869
	2019	213,971	184,667	196,282	206,134	198,180							

City of Decatur
Monthly Fund Balance History

Period Ending: May, 2019

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
61 Equip Replacement	2017	312,825	281,345	265,947	194,917	190,962	219,016	150,292	244,392	235,237	257,968	285,989	626,930
	2018	623,399	592,572	593,507	587,736	578,070	578,426	578,798	542,786	523,893	496,568	487,673	488,275
	2019	488,678	452,993	454,271	455,317	448,571							
64 Risk Management	2017	2,488,846	1,972,607	1,704,812	1,771,065	1,657,044	1,692,591	1,724,106	1,697,066	1,502,361	972,392	970,240	962,234
	2018	1,094,644	1,236,467	1,066,695	1,126,190	1,103,147	1,220,718	1,251,795	1,534,824	1,656,141	1,282,867	1,419,886	1,586,610
	2019	1,702,788	1,922,596	1,752,591	1,838,678	1,917,757							
65 Employee Benefit	2017	1,945,227	2,031,036	2,862,155	2,226,950	2,354,346	2,866,081	2,907,907	3,100,386	3,298,289	3,277,185	3,708,665	3,877,463
	2018	3,634,835	3,293,660	3,304,316	2,845,005	3,030,818	2,647,178	2,630,706	2,609,060	2,363,653	2,384,244	2,507,179	2,169,081
	2019	2,110,106	2,076,069	2,045,004	2,099,670	2,354,275							
70 Mass Transit	2017	(789,994)	(1,320,262)	(700,759)	(1,347,596)	(674,497)	(1,140,383)	(1,679,781)	(1,122,517)	(1,719,961)	(768,897)	(1,170,665)	16,144
	2018	(2,407,080)	(540,480)	1,271,769	694,509	87,621	(404,467)	(899,938)	(1,386,603)	(2,178,237)	(2,881,425)	(2,172,445)	18,669
	2019	(891,591)	(1,350,190)	(593,324)	1,258,830	1,198,391							
77 Fiber Optics	2017	284,009	284,015	284,076	284,124	284,213	284,278	284,327	284,333	284,338	270,815	270,835	270,916
	2018	270,965	79,398	77,302	97,548	95,511	101,137	86,759	276,561	274,521	397,747	395,940	394,067
	2019	391,752	370,408	122,660	120,843	118,970							
78 Storm Water	2017	1,282,546	1,141,267	1,197,880	1,267,340	1,311,662	1,264,523	1,241,162	1,517,355	1,507,217	1,584,644	1,762,816	1,684,013
	2018	1,719,050	1,935,034	1,823,310	1,947,191	2,016,343	2,070,132	2,101,657	2,032,954	2,340,529	2,086,394	2,077,865	2,071,375
	2019	2,129,964	2,335,028	2,381,775	2,485,453	2,416,662							
79 Sewer	2017	6,472,984	6,629,409	6,518,784	6,264,354	6,694,867	6,842,102	6,928,628	6,621,614	6,606,507	6,263,841	6,197,170	6,325,600
	2018	7,002,359	6,205,798	6,410,916	6,060,006	6,319,968	6,665,835	6,761,813	7,025,537	7,073,859	6,733,449	6,889,611	7,153,254
	2019	7,292,114	7,200,684	7,270,972	7,335,872	7,624,827							
80 Water	2017	7,634,850	3,852,990	5,128,715	6,310,501	7,142,785	5,285,585	5,767,492	5,284,428	6,738,988	6,083,895	6,837,059	2,491,630
	2018	5,401,859	931,487	2,152,609	3,389,166	4,128,780	4,876,604	4,280,612	3,880,264	5,358,170	6,241,273	6,604,480	4,854,519
	2019	6,775,922	817,902	1,881,502	3,195,760	3,755,576							
81 Water Capital	2017	1,189,303	2,027,259	1,748,381	1,586,141	1,392,849	1,278,372	1,962,021	1,435,113	988,716	2,941,311	2,517,477	3,749,453
	2018	3,752,143	3,744,117	4,569,134	4,562,823	4,434,263	4,355,544	6,141,376	4,105,296	3,414,956	3,867,111	3,820,772	3,778,676
	2019	2,950,244	2,888,378	3,775,594	3,400,297	2,884,905							
82 DCDF	2017	109,139	104,953	108,006	108,912	107,110	106,825	109,288	112,690	114,724	117,695	118,108	123,914
	2018	124,031	123,584	124,001	125,526	123,321	124,711	124,245	127,001	126,585	127,555	129,656	129,545
	2019	131,969	129,281	131,594	132,607	135,137							
83 Neighborhood	2017	51,284	51,029	51,040	51,049	44,941	44,476	39,911	39,841	39,635	35,027	29,891	29,662
	2018	29,668	29,332	29,258	29,287	28,831	22,294	16,062	16,066	15,716	8,799	2,004	2,008
	2019	2,009	2,011	2,012	1,690	1,694							

City of Decatur
Monthly Fund Balance History

Period Ending: May, 2019

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
84 Community Revit	2017	0	0	0	0	0	0	0	0	0	0	242,798	1,117,529
	2018	1,086,423	1,086,448	1,086,506	1,087,140	1,087,652	1,088,139	1,388,764	1,389,124	1,389,527	1,391,262	1,386,479	1,350,709
	2019	1,329,124	1,206,328	1,145,623	1,243,899	1,221,748							
85 Grants	2017	2,554	2,854	2,854	3,054	0	0	0	0	0	0	0	0
86 Water Debt	2017	9,700,000	9,700,000	9,700,000	9,700,000	9,700,000	12,300,000	12,300,000	12,300,000	12,300,000	12,300,000	12,300,000	12,500,000
	2018	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
	2019	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000							
88 Recycling	2017	23,141	20,716	32,302	31,242	34,347	42,886	45,504	41,579	44,785	50,091	56,943	46,881
	2018	58,267	62,719	66,384	75,376	79,873	77,254	69,972	86,130	80,548	84,708	87,464	88,256
	2019	94,548	95,743	95,507	97,521	111,039							
89 Water Bond	2017	22,791,248	22,795,944	22,749,773	22,753,225	22,234,497	17,951,426	17,938,190	15,857,808	9,972,949	9,972,068	7,679,467	5,763,810
	2018	5,770,182	5,762,786	5,748,832	5,743,281	5,221,852	3,761,066	21,286,561	15,253,075	15,244,431	13,939,120	12,728,383	11,715,538
	2019	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788							
Total City Funds	2017	67,800,830	61,547,234	65,280,937	64,697,779	65,768,512	65,219,896	66,558,767	63,768,345	62,287,813	63,055,258	59,936,589	54,528,181
	2018	55,069,788	50,876,951	55,103,066	55,066,211	55,129,443	55,068,591	85,363,779	79,210,623	80,055,766	76,938,321	75,969,447	72,694,983
	2019	71,625,155	59,812,694	61,218,592	63,230,675	64,266,864							
90 Fire Pension	2017	65,607,485	65,127,220	65,216,592	64,808,668	64,743,865	66,881,251	66,583,035	66,840,905	68,622,867	68,379,402	68,008,974	68,760,161
	2018	68,458,830	68,167,518	67,819,881	67,474,280	67,292,276	67,144,739	69,611,560	69,349,829	69,009,608	70,539,729	70,167,290	71,277,108
	2019	70,923,905	70,560,268	70,330,145	69,862,562	69,399,940							
91 Police Pension	2017	87,737,408	87,692,782	87,614,515	87,395,146	87,478,211	89,445,906	89,068,971	88,709,773	90,203,733	89,864,154	90,020,815	92,981,399
	2018	92,948,576	92,631,813	92,903,098	92,578,667	92,140,343	92,305,730	93,990,866	93,573,611	93,439,900	94,939,332	94,549,049	97,497,378
	2019	97,129,427	96,716,696	96,607,488	96,236,493	95,815,176							
Total All Funds	2017	221,145,722	214,367,236	218,112,044	216,901,594	217,990,588	221,547,053	222,210,773	219,319,024	221,114,413	221,298,814	217,966,378	216,269,740
	2018	216,477,194	211,676,282	215,826,045	215,119,157	214,562,063	214,519,060	248,966,206	242,134,063	242,505,274	242,417,382	240,685,787	241,469,469
	2019	239,678,487	227,089,657	228,156,224	229,329,730	229,481,980							

City of Decatur
Treasurer's Investment Report

Month of:

May, 2019

Water Bond

Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	YTD Interest Received 2019	Estimated Income
US Treasury Bond	01/15/16	0.375000%	0.00	0.00	0.00	0.00	530.10	0.00	530.10	0.00	0.00	0.00 ok
US Treasury Bond	05/15/16	0.250000%	0.00	0.00	0.00	0.00	2,717.03	0.00	2,717.03	0.00	0.00	0.00 ok
US Treasury Bond	06/15/16	0.500000%	0.00	0.00	0.00	0.00	6,378.42	0.00	6,378.42	0.00	0.00	0.00 ok
US Treasury Bond	07/15/16	0.625000%	0.00	0.00	0.00	0.00	11,574.39	0.00	11,574.39	0.00	0.00	0.00 ok
US Treasury Bond	08/15/16	0.625000%	0.00	0.00	0.00	0.00	13,101.22	0.00	13,101.22	0.00	0.00	0.00 ok
US Treasury Bond	08/31/16	1.000000%	0.00	0.00	0.00	0.00	22,912.09	0.00	22,912.09	0.00	0.00	0.00 ok
US Treasury Bond	10/15/16	0.625000%	0.00	0.00	0.00	0.00	589.14	0.00	589.14	0.00	0.00	0.00 ok
US Treasury Bond	11/15/16	0.625000%	0.00	0.00	0.00	0.00	6,413.12	0.00	6,413.12	0.00	0.00	0.00 ok
US Treasury Bond	12/15/16	0.625000%	0.00	0.00	0.00	0.00	1,446.38	0.00	1,446.38	0.00	0.00	0.00 ok
US Treasury Bond	12/31/16	0.625000%	0.00	0.00	0.00	0.00	3,923.23	0.00	3,923.23	0.00	0.00	0.00 ok
US Treasury Bond	04/15/17	0.875000%	0.00	0.00	0.00	0.00	2,033.65	0.00	2,033.65	0.00	0.00	0.00 ok
US Treasury Bond	05/15/17	0.875000%	0.00	0.00	0.00	0.00	11,159.88	0.00	11,159.88	0.00	0.00	0.00 ok
US Treasury Bond	06/15/17	0.875000%	0.00	0.00	0.00	0.00	9,706.28	0.00	9,706.28	0.00	0.00	0.00 ok
US Treasury Bond	07/15/17	0.875000%	0.00	0.00	0.00	0.00	12,292.80	0.00	12,292.80	0.00	0.00	0.00 ok
US Treasury Bond	08/15/17	0.875000%	0.00	0.00	0.00	0.00	14,546.87	0.00	14,546.87	0.00	0.00	0.00 ok
US Treasury Bond	09/15/17	1.000000%	0.00	0.00	0.00	0.00	18,488.95	0.00	18,488.95	0.00	0.00	0.00 ok
US Treasury Bond	10/15/17	0.875000%	0.00	0.00	0.00	0.00	17,858.17	0.00	17,858.17	0.00	0.00	0.00 ok
US Treasury Bond	11/15/17	0.875000%	0.00	0.00	0.00	0.00	30,692.68	0.00	30,692.68	0.00	0.00	0.00 ok
US Treasury Bond	12/15/17	1.000000%	0.00	0.00	0.00	0.00	24,824.18	0.00	24,824.18	0.00	0.00	0.00 ok
US Treasury Bond	01/15/18	0.875000%	0.00	0.00	0.00	0.00	5,075.97	0.00	5,075.97	4,375.00	0.00	0.00 ok
US Treasury Bond	09/30/18	1.375000%	0.00	0.00	0.00	0.00	6,762.30	0.00	6,762.30	6,762.30	0.00	0.00 ok
US Treasury Bond	10/31/18	0.750000%	0.00	0.00	0.00	0.00	5,563.86	0.00	5,563.86	5,563.86	0.00	0.00 ok
US Treasury Bond	11/30/18	1.000000%	0.00	0.00	0.00	0.00	9,918.03	0.00	9,918.03	9,918.03	0.00	0.00 ok
US Treasury Bond	12/31/18	1.375000%	0.00	0.00	0.00	0.00	22,717.39	0.00	22,717.39	22,717.39	0.00	0.00 ok
US Treasury Bond	01/31/19	1.125000%	0.00	0.00	0.00	0.00	8,503.53	0.00	8,503.53	0.00	8,503.53	0.00 ok
US Treasury Bond	04/30/19	1.250000%	0.00	0.00	0.00	0.00	15,642.27	0.00	15,642.27	0.00	15,642.27	0.00 ok
Federated US Treasury Cash Reserves	Liquid		(85,382.49)	(85,382.49)	85,382.49	(0.00)	7,529.85	376.94	7,152.91	1,796.32	1,657.14	0.00 ok
Total Investment(s)			(85,382.49)	(85,382.49)	85,382.49	(0.00)	292,901.78	376.94	292,524.84	51,132.90	25,802.94	0.00

Pooled Cash

Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	YTD Interest Received 2019	Estimated Income
US Treasury Bond	06/15/16	0.500000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00 ok
US Treasury Bond	12/15/16	0.625000%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00	0.00 ok
US Treasury Bond	04/30/17	0.875000%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00	0.00 ok
US Treasury Bond	06/30/17	0.625000%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00	0.00 ok
US Treasury Bond	10/31/17	0.750000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00	0.00 ok
US Treasury Bond	12/15/17	1.000000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00	0.00 ok
US Treasury Bond	03/31/18	0.750000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	5,625.00	0.00	0.00 ok
US Treasury Bond	06/15/18	1.125000%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	0.00	0.00	0.00 ok
US Treasury Bond	10/15/18	0.875000%	0.00	0.00	0.00	0.00	44,222.17	(0.00)	44,222.17	15,312.50	0.00	0.00 ok
US Treasury Bond	11/30/18	1.000000%	0.00	0.00	0.00	0.00	9,793.96	0.00	9,793.96	5,000.00	0.00	0.00 ok
US Treasury Bond	04/15/19	0.875000%	0.00	0.00	0.00	0.00	17,069.67	0.00	17,069.67	8,750.00	4,375.00	0.00 ok
US Treasury Bond	06/30/19	1.250000%	1,500,000.00	1,496,425.78	0.00	1,496,425.78	35,997.90	7,872.90	28,125.00	28,125.00	0.00	18,750.00 ok
US Treasury Bond	10/31/19	1.250000%	1,000,000.00	993,281.25	0.00	993,281.25	19,802.47	1,087.00	18,715.47	12,465.47	6,250.00	12,500.00 ok
US Treasury Bond	11/30/19	1.500000%	1,550,000.00	1,536,871.09	0.00	1,536,871.09	26,722.48	126.33	26,596.15	14,971.15	11,625.00	23,250.00 ok
US Treasury Bond	02/29/20	1.375000%	1,000,000.00	990,703.13	1,756.18	992,459.31	1,718.72	3,474.90	0.00	0.00	0.00	13,750.00 ok
US Treasury Bond	03/31/20	1.375000%	1,500,000.00	1,472,929.70	0.00	1,472,929.70	23,893.39	3,493.80	20,399.59	10,087.09	10,312.50	20,625.00 ok
US Treasury Bond	05/31/20	1.375000%	1,600,000.00	1,563,937.50	0.00	1,563,937.50	20,978.19	60.16	20,918.03	9,918.03	11,000.00	22,000.00 ok
US Treasury Bond	09/30/20	1.375000%	1,750,000.00	1,699,384.01	1,123.80	1,700,507.81	14,983.55	4,076.10	12,031.25	0.00	12,031.25	24,062.51 ok
Federated US Treasury Cash Reserves	Liquid		257,812.85	257,812.85	334,262.78	592,075.63	14,920.11	1,095.35	13,824.76	7,027.47	5,005.34	12,793.81 ok
Total Investment(s)			10,157,812.85	10,011,345.31	337,142.76	10,348,488.07	368,626.11	21,286.54	350,219.55	117,281.71	60,599.09	147,731.32

City of Decatur
Treasurer's Investment Report

Month of:

May, 2019

Fire Capital Bond
Account # 1001006774
Fund 44

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	YTD Interest Received 2019	Estimated Income
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	917.12	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	1,639.34	0.00	1,639.34	1,639.34	0.00	0.00 ok
US Treasury Bond	12/31/18	1.37500%	0.00	0.00	0.00	0.00	4,231.49	0.00	4,231.49	4,231.49	0.00	0.00 ok
US Treasury Bond	02/28/19	1.12500%	0.00	0.00	0.00	0.00	4,883.66	0.00	4,883.66	664.91	4,218.75	0.00 ok
US Treasury Bond	03/31/19	0.99800%	0.00	0.00	0.00	0.00	3,013.39	0.00	3,013.39	0.00	3,013.39	0.00 ok
US Treasury Bond	05/31/19	1.12500%	0.00	0.00	0.00	0.00	9,313.52	0.00	9,313.52	3,688.52	5,625.00	0.00 ok
US Treasury Bond	08/31/19	1.00000%	1,000,000.00	984,218.75	0.00	984,218.75	8,335.94	2,547.90	5,788.04	788.04	5,000.00	10,000.00 ok
US Treasury Bond	09/30/19	1.37500%	500,000.00	494,648.44	1,152.13	495,800.57	3,449.97	1,164.60	3,437.50	0.00	3,437.50	6,875.00 ok
US Treasury Bond	10/31/19	1.25000%	1,000,000.00	995,507.81	1,154.89	996,662.70	0.00	1,154.89	0.00	0.00	0.00	12,500.00 ok
US Treasury Bond	11/30/19	1.00000%	1,000,000.00	979,648.44	0.00	979,648.44	8,305.99	27.30	8,278.69	3,278.69	5,000.00	10,000.00 ok
US Treasury Bond	02/29/20	1.37500%	1,000,000.00	980,742.19	0.00	980,742.19	11,433.46	3,474.90	7,958.56	1,083.56	6,875.00	13,750.00 ok
US Treasury Bond	05/31/20	1.37500%	1,000,000.00	977,070.31	0.00	977,070.31	11,420.80	37.60	11,383.20	4,508.20	6,875.00	13,750.00 ok
US Treasury Bond	08/31/20	1.37500%	750,000.00	729,990.23	0.00	729,990.23	8,618.30	2,649.38	5,968.92	812.67	5,156.25	10,312.50 ok
Federated US Treasury Cash Reserves	Liquid		115,990.78	115,990.78	75,953.63	191,944.41	3,029.67	392.36	2,637.31	1,177.42	1,459.89	26,755.55 ok
Total Investment(s)			6,365,990.78	6,257,816.95	78,260.65	6,336,077.60	78,592.65	11,448.93	69,450.74	22,789.96	46,660.78	103,943.05
GRAND TOTALS:			16,438,421.14	16,183,779.77	500,785.90	16,684,565.67	740,120.54	33,112.41	712,195.13	191,204.57	133,062.81	251,674.37

Notes:

Initial investments for 2015 proceeds settled on 11/25/15, and those for 2016 proceeds on 11/25/16, and 2018 proceeds on 07/31/18 (08/01/18 for Fire Capital).

Total Invested = Tax Cost Amount + Accrued Interest Purchased

Interest Received YTD = cash received

Estimated Income = projected annual interest income

Pooled Cash maturity on 6/15/16 was re-invested with a 6/30/17 maturity.

Pooled Cash maturity on 12/15/16 was re-invested with maturities of 6/30/17 and 11/30/18.

Pooled Cash maturity on 04/30/17 was re-invested with a maturity of 4/15/19.

Water Bond maturity on 05/15/17 was divided: \$700,000 moved to cash and \$2 million re-invested with a maturity of 12/15/17.

Water Bond maturity on 06/15/17 was divided: \$1 million moved to cash and \$1 million re-invested with a maturity of 1/15/18.

Pooled Cash maturity on 06/30/17 was re-invested with a maturity of 6/30/19.

Pooled Cash maturity on 10/31/17 was re-invested with a maturity of 10/31/19.

Pooled Cash maturity on 12/15/17 was re-invested with a maturity of 11/30/19.

Pooled Cash maturity on 03/31/18 was re-invested with a maturity of 03/31/20.

Pooled Cash maturity on 06/15/18 was re-invested with a maturity of 05/31/20.

Pooled Cash maturity on 10/15/18 was re-invested with a maturity of 09/30/20.

Pooled Cash maturity on 11/30/18 was re-invested with a maturity of 11/30/19.

Water Bond maturity on 11/30/18 was re-invested with a maturity of 04/30/19.

Fire Capital maturity on 11/30/18 was re-invested with a maturity of 09/30/19.

Fire Capital maturity on 12/31/18 was re-invested with a maturity of 03/31/19.

Fire Capital maturity on 05/31/19 was re-invested with a maturity of 10/31/19.

PBC

date of update: **May 11, 2019**

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**City of Decatur
Debt Schedule**

PBC

Period Ending: May, 2019
date of update: Janaury 1, 2019

home

home		debt liquidated								
Debt Instrument		Debt Purpose		Payment Method	Debt Held By Lendor	Paying Agent	Debt Payment	Debt Payment	Debt Payment	Debt Payment
Bond Debt										
Amort sch #										
10	2008 Bonds	Water & Olde Towne TIF Projects		wire transfer	bond holders	BONY Mellon	fund 19 43.2%	fund 80 56.8%		
11	2010A Bonds	LOC Payoff-Reynolds Bulding		wire transfer	bond holders	BONY Mellon	tax levy 100%			
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds		wire transfer	bond holders	BONY Mellon	fund 80 64.6%	tax levy 25.3%	fund 19 10.1%	
13	2010C Bonds	Parking Garage Renovation		wire transfer	bond holders	BONY Mellon	fund 19 50%	tax levy 50%		
14	2010D Bonds	Library		wire transfer	bond holders	BONY Mellon	tax levy 100%			
17	2012 Bonds	Refunding of 2004A GO Bonds		wire transfer	bond holders	US Bank	tax levy 100%			
18	2013 Bonds	Refunding of 2004B GO Bonds		wire transfer	bond holders	US Bank	fund 80 100%			
25	2014 Bonds	Lake Decatur Dredging		wire transfer	bond holders	US Bank	fund 80 100%			
32	2015 Bonds	Lake Decatur Dredging		wire transfer	bond holders	US Bank	fund 80 100%			
39	2016 Bonds	Lake Decatur Dredging		wire transfer	bond holders	US Bank	fund 80 100%			
48	2017 Bonds	Refunding of 2008 GO Bonds		wire transfer	bond holders	US Bank	fund 80 100%			
49	2018 Bonds	Lake Decatur Dredging, Fire Stations		wire transfer	bond holders	US Bank	fund 80	tax levy	tax levy	
xxx										
xxx										
Total Bond Debt										
Promissory Notes & Loans Payable										
6	HUD Section 108	Wabash Crossing	wire transfer	HUD 108 collections	BONY Mellon	fund 18 principal payment / fund 50 Pilot and or 21 interest pmt				
23	2013 Promissory Note	Jonson Controls Initiative	wire transfer	Regions Capital Advantage, Inc.	Regions Bank Trust	fund 80 94.0%	fund 10 1.0%	fund 60 4.0%	fund 70 1.0%	
15	IEPA Contruction Loan	Nitrate Facility (L171674)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%				
16	IEPA Water Loan	Water Projects (L172552)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%				
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%				
29	Busey Bank	DPD Furniture & Technology (17355)	check	Busey Bank	Busey Bank	fund 10 100%				
34	IEPA Contruction Loan	Union Street Sewer (L175280)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%				
30	Busey Bank	Fire Apparatus - Pumper (20835)	check	Busey Bank	Busey Bank	fund 49 100%				
35	Soy Capital	Motorola Radio System	check	Soy Capital Bank & Trust	Soy Capital Bank & Trust	fund 10 80%	fund 70 20%			
33	Busey Bank	Police Vehicles - Interceptor (10) (21915)	check	Busey Bank	Busey Bank	fund 33 100%				
37	Busey Bank	Fire Facility Rehabilitation (24045)	wire transfer	Busey Bank	Busey Bank	fund 49 100%				
38	Busey Bank	Local Street Resurfacing (24040)	bank transfer	Busey Bank	Busey Bank	fund 42 100%				
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	wire transfer	Illinois EPA	Amalgated Bank of Chicago	fund 79 100%				
43	Busey Bank	Police Vehicles - Interceptor (12) (26385)	check	Busey Bank	Busey Bank	fund 33 100%				
44	Busey Bank	Public Works Heavy Equipment (26530)	check	Busey Bank	Busey Bank	fund 61 100%				
46	IEPA Contruction Loan Pending	Nelson Park Storm Sewer (L175315)				fund 78 100%				
xxx										
Total Loans Payable										
Capital Leases										
19	Busey Bank	Fire Apparatus Arial Platform (10)	check	Busey Bank	Busey Bank	fund 49 100%				
22	Busey Bank	Water Service Truck (1) (10855)	check	Busey Bank	Busey Bank	fund 80 100%				
24	Busey Bank	Sewer Vactor Truck (1) (15820)	check	Busey Bank	Busey Bank	fund 79 100%				
26	Busey Bank	Water Service Truck (1) (17360)	check	Busey Bank	Busey Bank	fund 80 100%				
27	Busey Bank	Traffic Service Truck (1) (17365)	check	Busey Bank	Busey Bank	fund 10 100%				
36	Busey Bank	Fire Vehicles Interceptor (2) (23250)	check	Busey Bank	Busey Bank	fund 49 100%				
40	De Lage Landen	VOIP Telephone System	check	De Lage Landen Public Finance	De Lage Landen Public Finance	fund 10 100%				
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	check	PNC Equipment Finance	PNC Equipment Finance	fund 49 100%				
42	Presidio Technology Capital	IT Data Storage Equipment	check	Presidio Technology Capital	Presidio Technology Capital	fund 10 100%				
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)	check	PNC Equipment Finance	PNC Equipment Finance	fund 61 100%				
50	Motorola Solutions Credit	Police Radios & equipment (24533)	tbd	Motorola Solutions Credit Co	Motorola Solutions Credit Co	fund 33 100%				
xxx										
Total Capital Leases										
Total City Debt										

Water Bond Issue - Status of Water Bond Fund 89

Bond Issuance 2018	
Par Value of Bonds	16,210,000
Premium	1,561,921
Total Source of Funds	17,771,921
Total Use of Funds	17,771,921
Underwriter's Discount	113,470
Bond Insurance	51,964
Closing Costs	84,636
Bond Proceeds	17,521,851

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	17,521,851
Other	-
Total Scope	17,521,851

Fund Description Accounts for capital improvements that are financed by the proceeds from the issuance of bonds

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase IV of the Lake Decatur Dredging Project.

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	-	-	-	17,521,851	17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	
Revenues													
Interest Income							-	1,704	185	20,837	22,523	37,695	82,943
Expenditures													
Dredging - Great Lakes Dredge							-	2,270,480	-	1,315,112	1,218,447	1,041,863	5,845,901
Dredging - Chastain & Assoc							-	-	8,829	11,036	14,814	8,677	43,356
Dredging - Klingner & Assoc							-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	2,270,480	8,829	1,326,148	1,233,260	1,050,540	5,889,257
Ending cash available	-	-	-	-	-	-	17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	11,715,538	

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	11,715,538	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,627,788	3,627,788	3,627,788	3,627,788	3,627,788	3,627,788	
Revenues													
Interest Income	17,893	2,679	1,012	31,104	2,271								54,960
Expenditures													
Dredging - Great Lakes Dredge	2,811,807	4,749,324	-	549,649	-								8,110,779
Dredging - Chastain & Assoc	9,799	-	-	22,132	-								31,931
Dredging - Klingner & Assoc	-	-	-	-	-								-
Total Expenditures	2,821,606	4,749,324	-	571,781	-	-	-	-	-	-	-	-	8,142,711
Ending cash available	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,627,788	3,627,788	3,627,788	3,627,788	3,627,788	3,627,788	3,627,788	

City of Decatur
City Treasurer's Financial Report
General Fund Summary

Period Ending: May, 2019

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget
REVENUE														
Actual	5,376,047	5,140,972	4,817,781	4,701,747	6,260,558	-	-	-	-	-	-	-	26,297,105	
Budget Projection	4,667,924	5,329,554	4,883,409	4,731,866	5,628,667	-	-	-	-	-	-	-	25,241,420	68,000,000
Vs budget in month	708,122	(188,581)	(65,628)	(30,119)	631,891	-	-	-	-	-	-	-		
Vs budget to date	708,122	519,541	453,913	423,793	1,055,684	-	-	-	-	-	-	-	1,055,684	
EXPENSE														
Personnel Expense														
Actual	3,187,741	3,126,533	3,510,410	3,390,708	4,825,398	-	-	-	-	-	-	-	18,040,790	
Budget Projection	3,445,995	3,345,995	3,345,995	3,345,995	4,953,034	-	-	-	-	-	-	-	18,437,012	18,437,012
Vs budget in month	(258,254)	(219,462)	164,415	44,714	(127,635)	-	-	-	-	-	-	-		
Vs budget to date	(258,254)	(477,715)	(313,300)	(268,587)	(396,222)	-	-	-	-	-	-	-	(396,222)	
Operating Expense														
Actual	911,157	935,331	1,586,828	1,465,956	1,037,376	-	-	-	-	-	-	-	5,936,649	
Budget Projection	1,480,430	1,143,133	1,000,649	1,787,461	999,953	-	-	-	-	-	-	-	6,411,626	6,411,626
Vs budget in month	(569,273)	(207,802)	586,180	(321,505)	37,423	-	-	-	-	-	-	-		
Vs budget to date	(569,273)	(777,075)	(190,896)	(512,401)	(474,977)	-	-	-	-	-	-	-	(474,977)	
TOTAL EXPENSE														
Actual	4,098,898	4,061,864	5,097,238	4,856,664	5,862,775	-	-	-	-	-	-	-	23,977,439	
Budget Projection	4,926,425	4,489,128	4,346,644	5,133,455	5,952,987	-	-	-	-	-	-	-	24,848,638	68,000,000
Vs budget in month	(827,527)	(427,264)	750,595	(276,791)	(90,212)	-	-	-	-	-	-	-		
Vs budget to date	(827,527)	(1,254,791)	(504,196)	(780,987)	(871,199)	-	-	-	-	-	-	-	(871,199)	
Surplus / (Deficit)														
Actual	1,277,149	1,079,109	(279,458)	(154,917)	397,783	-	-	-	-	-	-	-	2,319,666	
Budget Projection	(258,501)	840,426	536,765	(401,589)	(324,320)	-	-	-	-	-	-	-	392,782	-
Vs budget in month	1,535,650	238,682	(816,223)	246,672	722,103	-	-	-	-	-	-	-		
Vs budget to date	1,535,650	1,774,332	958,109	1,204,781	1,926,884	-	-	-	-	-	-	-	1,926,884	
Beginning Cash Balance														
Actual	5,195,823	6,482,064	7,562,036	7,322,260	7,212,146	-	-	-	-	-	-	-		
Balance Sheet Adjustments	9,092	864	39,682	44,802	46,222									
Ending Cash Balance	6,482,064	7,562,036	7,322,260	7,212,146	7,656,151	-	-	-	-	-	-	-		

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Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	725,724	-	-	-	-								725,724	13,599,460	5%
var	REAL ESTATE TAX-TIF DISTRICTS	var	216,299	-	-	-	-								216,299	2,216,565	10%
	OTHER TAXES TOTAL		942,023	-	-	-	-	-	-	-	-	-	-	-	942,023	15,816,025	6%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	892,334	864,722	963,236	698,869	739,341								4,158,502	10,073,860	41%
var	STATE SALES TAX	var	984,872	935,303	1,093,971	801,923	845,440								4,661,508	11,501,040	41%
	OTHER TAXES TOTAL		1,877,205	1,800,025	2,057,207	1,500,793	1,584,781	-	-	-	-	-	-	-	8,820,011	21,574,900	41%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	23,697	230,959	(3,950)	20,506	232,639								503,852	983,000	51%
301203	FOOD & BEVERAGE TAX	10	294,707	240,384	249,883	288,755	284,580								1,358,308	3,236,000	42%
301204	HOTEL AND MOTEL TAX	10	64,314	61,320	63,485	74,251	83,141								346,511	979,000	35%
301106	MOBILE HOME PRIVELEGE TAX	10	15,121	-	-	-	-								15,121	11,000	137%
301103	PROPERTY TAX	10	514,582	-	-	-	-								514,582	8,814,120	6%
301202	TELEPHONE UTILITY TAX	10	131,098	126,546	132,659	122,033	196,226								708,562	1,492,000	47%
301209	UTILITY TAX - ELECTRIC & GAS	10	438,577	460,353	474,658	428,433	382,952								2,184,972	5,644,000	39%
	Sub Total		1,482,097	1,119,562	916,735	933,977	1,179,537	-	-	-	-	-	-	-	5,631,909	21,159,120	27%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	3,644	3,042	2,940	2,749	2,871								15,246	37,000	41%
301205	LOCAL SALES TAX	10	873,814	846,202	948,338	681,149	721,621								4,071,125	9,838,200	41%
301207	LOCAL USE TAX	10	205,607	227,498	275,101	159,583	183,842								1,051,630	2,572,000	41%
302105	STATE INCOME TAX	10	631,574	759,834	457,518	734,870	1,528,635								4,112,431	7,558,000	54%
302104	STATE REPLACEMENT TAX	10	118,244	-	53,657	233,445	281,705								687,051	891,000	77%
301201	STATE SALES TAX	10	970,292	920,723	1,084,011	787,063	830,580								4,592,668	11,306,800	41%
301210	VIDEO GAMING TAX	10	121,070	129,643	116,228	130,548	157,988								655,477	1,448,000	45%
	Sub Total		2,924,244	2,886,942	2,937,792	2,729,408	3,707,242	-	-	-	-	-	-	-	15,185,629	33,651,000	45%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	13,877	-	-	-	-								13,877	380,000	4%
	Sub Total		13,877	-	-	-	-	-	-	-	-	-	-	-	13,877	380,000	4%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	144,511	144,511	144,511	144,511	144,511								722,555	1,734,132	42%
303608	RISK & EE BENEFIT SERVICES	10	13,801	13,801	13,801	13,801	13,801								69,005	165,600	42%
303621	ADMIN SERVICES	10	160,771	160,771	160,771	160,771	160,771								803,855	1,929,252	42%
303622	PUBLIC WORKS SERVICES	10	140,103	140,103	140,103	140,103	140,103								700,515	1,681,236	42%
303623	HUMAN RELATIONS SERVICES	10	6,873	6,873	6,873	6,873	6,873								34,365	82,476	42%
303624	PURCHASING SERVICES	10	12,581	12,581	12,581	12,581	12,581								62,905	150,972	42%
303626	BLDG INSPECTION SERVICES	10	14,063	14,063	14,063	14,063	14,063								70,315	168,756	42%
303627	PENSION FUND ADMIN SERV	10	4,280	4,280	4,280	4,280	4,280								21,400	51,360	42%
303628	SEWER FUND-EPA	10	28,053	28,053	28,053	28,053	28,053								140,265	336,636	42%
306700	IT SERVICES	10	64,607	64,607	64,607	64,607	64,607								323,035	775,284	42%
306707	CDBG PERSONNEL/EXP REIMB	10	37,197	53,202	36,653	38,151	19,664								184,866	384,485	48%
306751	HOME PERSONNEL/EXP REIMB	10	2,982	6,923	746	646	4,731								16,028	101,551	16%
306753	DUATS PERSONNEL/EXP REIMB	10	46,624	-	30,275	-	-								76,899	97,263	79%
303601	MFT REIMB-MSD/TRAFF SIGNAL	10	18,879	30,021	(735)	37,576	68,034								153,775	523,000	29%
303606	WATER STREET CUTS	10	21,828	9,797	47,279	32,191	33,016								144,112	312,000	46%
	Sub Total	10	717,153	689,586	703,861	698,208	715,088	-	-	-	-	-	-	-	3,523,895	8,494,003	41%

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3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759								383,797	921,000	42%
303510	ELECTRIC AGGREGATION ADMIN	10	5,996	7,767	7,302	7,376	5,935								34,377	79,000	44%
Sub Total			82,756	84,526	84,061	84,135	82,695	-	-	-	-	-	-	-	418,173	1,000,000	42%
Grants																	
302106	FEDERAL	10	-	-	-	-	-								-	-	-
302114	POLICE OT REIMBURSEMENTS	10	9,868	4,705	9,824	15,045	18,917								58,358	137,000	43%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-								-	119,000	0%
Sub Total			9,868	4,705	9,824	15,045	18,917	-	-	-	-	-	-	-	58,358	256,000	23%
Fees for Services External																	
304300	ANIMAL REGISTRATION LATE FEES	10	475	775	300	665	500								2,715	9,000	30%
304302	GARBAGE HAULERS	10	-	-	-	-	-								-	27,000	0%
304303	CONTRACTOR LICENSES	10	6,750	1,725	550	425	400								9,850	28,000	35%
304304	LIQUOR LICENSES	10	-	200	2,879	14,200	291,950								309,229	534,000	58%
304306	BOAT LICENSES	10	-	-	-	41,344	43,540								84,884	127,000	67%
304307	OTHER LICENSES	10	2,782	997	500	12,381	10,940								27,600	183,000	15%
304401	BUILDING PERMITS	10	5,682	20,701	18,438	23,076	19,706								87,604	271,000	32%
304402	PIER PERMITS	10	-	183	502	26,956	41,949								69,590	76,000	92%
303301	ON STREET PARKING	10	242	328	400	473	414								1,857	9,000	21%
303302	PARKING LOT 1	10	999	2,808	1,802	1,979	1,936								9,523	20,000	48%
303306	PARKING LOT 10	10	368	908	746	847	723								3,593	8,000	45%
303308	GARAGE C	10	3,820	13,490	4,658	3,948	3,270								29,186	66,000	44%
303310	RESIDENTIAL PARKING	10	780	60	180	180	60								1,260	2,000	63%
303312	DOWNTOWN EMPL PARKING PERMIT	10	2,353	1,753	2,323	2,307	1,943								10,678	28,000	38%
304490	ADMIN COURT FINES	10	7,991	8,918	10,567	8,858	9,233								45,567	107,000	43%
305500	ADMINISTRATIVE COURT FEES	10	4,425	4,312	3,491	3,145	3,315								18,688	58,000	32%
305501	COURT FINES	10	10,708	14,280	16,634	23,834	21,631								87,087	163,000	53%
305502	BOOT FEE	10	280	525	420	420	420								2,065	7,000	30%
305503	WEED CUTTING FEES	10	2,272	3,820	2,470	2,080	2,613								13,255	71,000	19%
305505	ILLEGAL USE OF VEHICLE	10	27,000	22,575	38,610	28,085	30,830								147,100	296,000	50%
305506	OVERTIME PARKING FEES	10	13,258	16,347	13,918	12,807	12,619								68,948	165,000	42%
305507	VARIANCE AND ZONING	10	940	1,410	110	910	885								4,255	11,000	39%
305513	OTHER FINES AND FEES	10	140	10	160	170	475								955	4,000	24%
305516	PET CITATIONS	10	8,693	5,235	6,596	6,308	7,633								34,465	72,000	48%
305517	DUCK BLIND FEES	10	-	-	-	-	-								-	1,000	0%
305520	TRASH & CLEAN UP FINES	10	2,063	3,362	1,957	2,328	2,190								11,900	45,000	26%
303415	PROFESSIONAL STANDARDS	10	1,501	-	-	236	61								1,798	3,000	60%
308801	RENTAL OF CITY PROPERTY	10	100	200	100	100	100								600	1,200	50%
308802	SALE OF CITY PROPERTY	10	-	-	8,150	-	650								8,800	500	1760%
308803	SALE OF OTHER PROPERTY	10	-	45	2,442	98	(14)								2,571	400	643%
308807	DEMOLITION PAYMENTS	10	4,585	10,505	6,274	3,865	3,000								28,229	36,000	78%
308810	DAMAGE TO CITY PROPERTY	10	-	200	(200)	-	-								-	2,500	0%
308814	INVENTORY REIMBURSEMENTS	10	-	(14)	-	-	-								(14)	-	-
308890	REIMBURSEMENT OF EXPENSE	10	-	5,114	5,978	3,400	13								14,505	5,000	290%
308898	BANK RECONCILIATION ADJ	10	-	-	130	(172)	-								(42)	277	-15%
308899	MISCELLANEOUS INCOME	10	1,946	937	6,911	1,426	2,394								13,615	40,000	34%
310010	FIRE PROGRAMS	10	-	240	80	1,830	200								2,350	7,000	34%
305512	FIRE & BURGLAR ALARMS	10	200	100	-	-	-								300	2,000	15%
305514	POLICE RECORDS	10	715	885	771	1,506	1,001								4,877	12,000	41%
302401	STATE ROUTE MAINTENANCE	10	30,559	-	-	-	30,559								61,118	119,000	51%
303405	SCHOOL DISTRICT REIMB	10	-	206,102	-	-	-								206,102	413,000	50%
Sub Total			141,629	349,035	158,846	230,015	547,137	-	-	-	-	-	-	-	1,426,661	3,029,877	47%
Investment/Other Income																	
307101	INTEREST INCOME	10	4,425	6,617	6,660	10,959	9,942								38,603	30,000	129%
Sub Total			4,425	6,617	6,660	10,959	9,942	-	-	-	-	-	-	-	38,603	30,000	129%
General Fund Total			5,376,047	5,140,972	4,817,781	4,701,747	6,260,558	-	-	-	-	-	-	-	26,297,105	68,000,000	39%
Development Services																	
various	PLANNING	12	6,058	7,842	7,348	29,012	6,001								56,261	78,000	72%
various	HOME PROGRAM	17	34,253	30,919	25,707	39,708	6,576								137,163	874,373	16%
various	CDBG	18	132,247	97,953	107,775	55,253	40,094								433,322	2,756,561	16%
various	DUATS	22	82,801	50	76,068	43,471	85								202,475	260,000	78%
various	PEG PROJECTS	40	36	15,467	4,006	4,214	15,507								39,230	76,250	51%

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Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
various	MASS TRANSIT	70	85,055	37,153	1,419,678	2,558,291	474,355							4,574,531	9,265,500	49%
various	DCDF	82	2,727	226	2,331	2,648	3,005							10,937	18,000	61%
various	NEIGHBORHOOD IMPROVEMENTS	83	1	2	2	5	4							14	-	-
various	COMMUNITY REVITALIZATION	84	799	1,218	909	127,130	1,809							131,866	130,000	101%
various	RECYCLING	88	64,434	54,669	57,151	58,270	62,732							297,256	698,500	43%
Sub Total			408,410	245,499	1,700,975	2,918,002	610,167	-	-	-	-	-	-	5,883,054	14,157,184	42%
Redevelopment & TIF																
various	OLDE TOWNE TIF	19	73,938	-	-	-	-							73,938	1,610,075	5%
various	SE PLAZA TIF	20	9,813	9,327	5,973	9,048	9,007							43,168	431,832	10%
various	WABASH CROSSING TIF	21	141,852	361	348	720	629							143,909	558,806	26%
various	EASTGATE TIF	23	16,335	16,247	17,305	16,823	16,840							83,550	322,458	26%
various	SOUTHSIDE TIF	24	65	(53)	47	97	85							241	19,897	1%
various	PINES SHOPPING CENTER TIF	28	2,802	2,741	2,412	2,406	2,398							12,759	105,772	12%
various	GRAND & OAKLAND TIF	29	5,185	5,075	1,726	4,602	4,589							21,177	191,644	11%
Sub Total			249,991	33,698	27,810	33,696	33,547	-	-	-	-	-	-	378,742	3,240,484	12%
Public Safety																
various	STATE DRUG ENFORCEMENT	25	39,635	257	58,678	4,721	3,446							106,737	192,400	55%
various	DUI COURT FINES	26	6,465	8,475	6,754	12,404	10,353							44,450	118,965	37%
various	POLICE PROGRAMS/LAB	27	311	177	620	3,462	261							4,831	15,010	32%
various	FEDERAL DRUG ENFORCEMENT	30	18,876	109	102	108	110							19,304	150,200	13%
various	FIRE EMERGENCY GRANT	32	-	-	-	-	-							-	100,000	0%
various	POLICE CAPITAL	33	714	263	19,644	431	3,481							24,534	1,342,300	2%
various	FOREIGN FIRE INSURANCE	37	440	199	197	200	172							1,209	100,000	1%
various	POLICE JUSTICE ADMIN GRANT	39	-	-	-	-	-							-	40,000	0%
various	2018 PROJECT FUND	44	594	24,394	858	7,975	25,171							58,992	33,000	179%
various	FIRE CAPITAL	49	130,375	3,556	37,299	17,248	636							189,113	175,000	108%
Sub Total			197,410	37,428	124,154	46,548	43,629	-	-	-	-	-	-	449,170	2,266,875	20%
Debt Service																
various	DEBT SERVICE	50	72,441	16,222	15,845	16,330	16,198							137,035	2,068,633	7%
Public Works & Capital																
various	LOCAL STREETS & ROADS	42	159,154	152,188	138,320	151,298	157,927							758,887	1,781,000	43%
various	CAPITAL STREET PROJECTS	45	16,080	118,203	10,864	682	446							146,274	175,538	83%
various	MFT PROJECTS	46	166,206	166,414	151,874	169,414	170,958							824,865	2,128,000	39%
various	MAJOR MOVES	47	30,000	-	-	91,764	83							121,847	7,632,250	2%
various	FLEET MAINTENANCE	60	203,373	209,421	201,209	206,984	206,652							1,027,638	2,849,652	36%
various	EQUIPMENT REPLACEMENT	61	403	538	1,278	1,047	3,075							6,341	3,300	192%
various	STORMWATER PROJECTS	78	129,580	1,146,421	123,321	330,925	150,184							1,880,431	2,720,865	69%
various	SEWER PROJECTS	79	541,245	534,516	519,843	495,479	532,808							2,623,891	9,627,720	27%
Sub Total			1,246,042	2,327,701	1,146,709	1,447,592	1,222,131	-	-	-	-	-	-	7,390,175	26,918,325	27%
Library																
various	LIBRARY OPERATIONS	35	232,364	50,666	61,702	116,424	139,441							600,599	3,835,545	16%
various	LIBRARY CAPITAL	58	78	106	102	204	179							669	250,000	0%
various	LIBRARY TRUST FUNDS	59	410	570	1,211	523	1,611							4,326	30,000	14%
Sub Total			232,853	51,343	63,016	117,151	141,231	-	-	-	-	-	-	605,594	4,115,545	15%

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Other Miscellaneous																	
various	BUILDING FUND	34	49,627	49,671	49,665	49,834	49,811								248,608	2,394,888	10%
various	BAND	36	6,373	982	982	1,001	995								10,332	95,256	11%
various	RISK MANAGEMENT	64	274,224	278,225	276,427	277,618	277,429								1,383,923	3,305,548	42%
various	EMPLOYEE BENEFIT	65	725,607	825,114	827,847	837,922	1,147,258								4,363,748	11,450,728	38%
various	FIBER OPTICS	77	684	1,656	1,091	1,183	1,127								5,741	10,000	57%
Sub Total			1,056,516	1,155,647	1,156,011	1,167,558	1,476,620	-	-	-	-	-	-	-	6,012,352	17,256,420	35%
Water Utility & Capital																	
various	WATER	80	2,395,149	2,294,094	2,311,574	2,440,844	2,406,112								11,847,773	31,360,000	38%
various	WATER CAPITAL	81	9,458	12,385	1,012,241	24,884	21,361								1,080,329	4,025,538	27%
various	WATER BOND FUND	89	17,893	2,679	1,012	31,104	2,271								54,960	36,895	149%
Sub Total			2,422,501	2,309,158	3,324,827	2,496,833	2,429,744	-	-	-	-	-	-	-	12,983,063	35,422,433	37%
Fudiciary Trust & Agency																	
various	FIRE PENSION	90	343,467	343,344	451,202	214,337	266,460								1,618,810	9,933,645	16%
various	POLICE PENSION	91	335,594	297,608	633,429	378,771	349,046								1,994,449	10,977,477	18%
Sub Total			679,062	640,952	1,084,631	593,108	615,506	-	-	-	-	-	-	-	3,613,259	20,911,122	17%
Grand Total Revenues			11,941,272	11,958,620	13,461,758	13,538,565	12,849,332	-	-	-	-	-	-	-	63,749,547	194,357,021	33%

City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

home

Net Assessed Value \$: 814,500,000 not certified
City Tax Rate: 1.70374% not certified

Assessed Value Year 2018
Pay Year 2019
in Process

note	Tax Levy Item	Fund	Net Assessed	input	input	input	Billed
			Value	Tax	Tax Levy	Extension	
			not certified	not certified	\$ Amount ordinance	\$ Amount not certified	\$ Amount not certified
	General Obligation Bond Debt	50	814,500,000	0.23548%	1,918,000.00	1,918,000.00	1,918,000.00
	General Purpose	10	814,500,000	0.00000%	-	-	-
	Fire Pension	10	814,500,000	0.58281%	4,747,000.00	4,747,000.00	4,747,000.00
	Police Pension	10	814,500,000	0.52142%	4,247,000.00	4,247,000.00	4,247,000.00
	City Library	35	814,500,000	0.35605%	2,900,000.00	2,900,000.00	2,900,000.00
	Municipal Band	36	814,500,000	0.00798%	65,000.00	65,000.00	65,000.00
	Mass Transit						
	Bonds Public Building						
1	Total City		814,500,000	1.70374%	13,877,000.00	13,877,000.00	13,877,000.00
			ok	ok	ok	ok	ok
						1.70374	
	TIF District (tax code district)		AV Increment	input	input	input	Billed
			Value	Tax	AV Increment	Extension	
			not certified	not certified	\$ Amount	\$ Amount not certified	\$ Amount not certified
	ZTF3 Pines TIF (4062)	28	689,974	10.47455%	72,271.67	72,272.00	72,272.00
	ZTF4 SE Plaza TIF (9542)	20	3,332,550	9.57320%	319,031.68	319,032.00	319,032.00
	ZTF5 Olde Towne TIF (4555)	19	9,971,266	10.47455%	1,044,445.24	1,044,445.00	1,044,445.00
	ZTF6 Near North TIF (4455)	21	5,334,892	10.47455%	558,805.93	558,806.00	558,806.00
	ZTF8 Eastgate TIF (9543)	23	963,211	9.87921%	95,157.64	95,158.00	95,158.00
	ZTF0 Grand & Oakland (4062)	29	1,220,524	10.47455%	127,844.40	127,844.00	127,844.00
	ZTFA SS Redevelopment (xxxx)	24	193,524	10.28152%	19,897.21	19,897.00	19,897.00
2	Redevelopment TIF		21,705,941		2,237,453.76	2,237,454.00	2,237,454.00
			ok			ok	ok
	Total Property Tax Levy				16,114,453.76	16,114,454.00	16,114,454.00

Note(s)

- 1 Data per City of Decatur 2018 Tax Levy - certification and extension dated xxxx xx, 2019 certified xxx xx, 2019 received by City xxx xx, 2019
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated xxx xx, 2019 received by City xxx xx, 2019

Prepared By:
Office of the City Treasurer

**City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Tax Collections**

**Assessed Value Year
Pay Year
2018
2019
in Process**

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input	input	input	Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 xx/xx/2019	Distribution 2 xx/xx/2019	Distribution 3 xx/xx/2019			
General Obligation Bond Debt	50	1,918,000.00	99.0%	1,898,820.00	-	-	-	-	1,898,820.00	0.0%
General Purpose	10	-	99.0%	-	-	-	-	-	0	-
Fire Pension	10	4,747,000.00	99.0%	4,699,530.00	-	-	-	-	4,699,530.00	0.0%
Police Pension	10	4,247,000.00	99.0%	4,204,530.00	-	-	-	-	4,204,530.00	0.0%
City Library	35	2,900,000.00	99.0%	2,871,000.00	-	-	-	-	2,871,000.00	0.0%
Municipal Band	36	65,000.00	99.0%	64,350.00	-	-	-	-	64,350.00	0.0%
Mass Transit		-			-	-	-	-	-	
Public Building Bonds		-			-	-	-	-	-	
Total City		13,877,000.00		13,738,230.00	-	-	-	-	13,738,230.00	0.0%
City Collection Rate:									0.0%	
ZTF3 Pines TIF (4062)	28	72,272.00	100.0%	72,272.00	-	-	-	-	72,272.00	0.0%
ZTF4 SE Plaza TIF (9542)	20	319,032.00	100.0%	319,032.00	-	-	-	-	319,032.00	0.0%
ZTF5 Olde Towne TIF (4555)	19	1,044,445.00	98.0%	1,023,556.00	-	-	-	-	1,023,556.00	0.0%
ZTF6 Near North TIF (4455)	21	558,806.00	100.0%	558,806.00	-	-	-	-	558,806.00	0.0%
ZTF8 Eastgate TIF (9543)	23	95,158.00	100.0%	95,158.00	-	-	-	-	95,158.00	0.0%
ZTF0 Grand & Oakland (xxxx)	29	127,844.00	100.0%	127,844.00	-	-	-	-	127,844.00	0.0%
ZTFA SS Redevelopment (xxxx)	24	19,897.00	100.0%	19,897.00	-	-	-	-	19,897.00	0.0%
Redevelopment TIF		2,237,454.00		2,216,565.00	-	-	-	-	2,216,565.00	0.0%
City Collection Rate:									0.0%	
Total Property Tax Levy		16,114,454.00		15,954,795.00	-	-	-	-	15,954,795.00	0.0%
City Collection Rate:					ok	ok		0.0%		

Note(s)

- 1 Payment received xx/xx/2019 from Macon County Treasurer with check distribution / checks xxxxx, dated xxxx xx, 2019
- 2 Payment received xx/xx/2019 from Macon County Treasurer with check distribution / checks xxxxx, dated xxxx xx, 2019
- 3 Payment received xx/xx/2019 from Macon County Treasurer with check distribution / checks xxxxx, dated xxxx xx, 2019

Footnote (Not a part of City Tax Levy)	Distribution 1 xx/xx/2019	Distribution 2 xx/xx/2019	Distribution 3 xx/xx/2019	Total Distribution
Decatur Road & Bridge Tax Distribution	10-0831-301102	-	-	-

Total County Distribution to Civil City	-	-	-	-
	ok	ok	ok	

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	test s/b "0"
Distribution to City including TIF & Mobile Home	-	-	-	-	-
	ok	ok	ok		

Current Distribution Accounting	General Obligation Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-
	General Purpose	10-0231-301103	-	ZTF4 SE Plaza TIF (9542)	20-43200-301103	-
	Fire Pension	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-
	Police Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-
	City Library	35-59350-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-
	Municipal Band	36-43360-301103	-	ZTF0 Grand & Oakland (xxxx)	29-43291-301103	-
				ZTFA SS Redevelopment (xxxx)	24-43241-301103	-

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Grant Tracking Schedule

Period Ending: April, 2019

Grant ID	Div	Grant Name	State	Federal	In Budget	Status	Grant Amount
55	015 Executive	PENDING-BICYCLE PLAN, STATEWIDE PLANNING & RESEARCH FUND		X	N	PENDING	60,000
1	050 Planning & Sustainability	702202 ITEP DECATUR CORRIDOR MONUMENT		X	Y	ACTIVE	1,000,000
35	050 Planning & Sustainability	18T0015 3-C TRANSPORTATION PLANNING ACTIVITIES (DUATS PL)	X	X	Y	CLOSED	268,705
36	050 Planning & Sustainability	18T0015 TECHNICAL STUDIES GRANT (DUATS FTA)	X	X	Y	CLOSED	67,176
45	050 Planning & Sustainability	19-1009-6847 TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	ACTIVE	277,090
46	050 Planning & Sustainability	19-1009-6847 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	ACTIVE	69,272
48	050 Planning & Sustainability	BROWNFIELDS COMMUNITY WIDE ASSESSMENT GRANT		S	N	PENDING	300,000
52	050 Planning & Sustainability	2020 PENDING TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	ACTIVE	279,297
53	050 Planning & Sustainability	2020 PENDING TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	ACTIVE	69,824
42	053 Neighborhood Services	APP-51418 ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELIEF PROGRAM	X		Y	ACTIVE	125,000
C2015	054 Neighborhood Outreach	B-15-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	CLOSED	1,241,326
C2016	054 Neighborhood Outreach	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,268,061
C2017	054 Neighborhood Outreach	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,262,045
C2018	054 Neighborhood Outreach	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,378,744
H2015	054 Neighborhood Outreach	M-15-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	CLOSED	269,693
H2016	054 Neighborhood Outreach	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	327,118
H2017	054 Neighborhood Outreach	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	330,899
H2018	054 Neighborhood Outreach	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	444,741
32	065 Police	2017 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	26,954
43	065 Police	AP-19-0072 STEP		X	Y	ACTIVE	69,540
49	065 Police	AP-20-XXXX STEP		X	Y	PENDING	125,742
44	065 Police	2018 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	28,400
54	065 Police	PENDING 2019 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	APPLIED	17,395
09334	082 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W	X		Y	ACTIVE	2,006,014
09335	082 Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP		X	N	ACTIVE	25,000,000
09336	082 Public Works	PENDING-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEGE	X		N	PENDING	12,000,000
12221	082 Public Works	IEPA L17-5315 WATER POLLUTION CONTROL-NELSON PARK SEWER		X	Y	ACTIVE	4,844,000
1325	082 Public Works	CONTRIBUTED CAPITAL-95784 MOUND ROAD BRIDGE		X	N	CLOSED	818,214
1406	082 Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
14062	082 Public Works	17 751 04201 SUPPLY CHAIN NETWORK PLANNING & OPTIMIZATION STRATEGY		X	N	ACTIVE	230,020
1507	082 Public Works	IEPA L17-5329 WATER POLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
1706	082 Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES		X	N	ACTIVE	2,000,000
L2018	350 Library	FY2018 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	ACTIVE	95,152
L2019	350 Library	FY2019 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	ACTIVE	95,153
38	350 Library	18-3007-PNG PROJECT NEXT GENERATION		X	Y	CLOSED	12,200
47	350 Library	19-2032-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	14,600
F16-1	700 Mass Transit	IL-2016-027-00 FY1 OPERATING ASSISTANCE/CAPITAL		X	Y	ACTIVE	1,651,807
F17-2	700 Mass Transit	IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS		X	Y	ACTIVE	153,802
F19	700 Mass Transit	IL-2019-006-00 2017-2019 OPERATING ASSISTANCE		X	Y	ACTIVE	3,350,000
FC18	700 Mass Transit	IL-2018-PND FY18 CAPITAL		X	Y	SUBMITTED	152,000
FC19	700 Mass Transit	IL-2019-PND FY19 CAPITAL		X	Y	SUBMITTED	148,400
FC191	700 Mass Transit	IL-2019-010-00 BUS PROCUREMENT GRANT		X	N	ACTIVE	4,662,000
S18	700 Mass Transit	OP-18-08-IL #4876 FY-2018 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	10,051,800
S19	700 Mass Transit	OP-19-08-IL #4953 FY-2019 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	11,057,000
S20	700 Mass Transit	OP-20-08-IL #PENDING FY-2020 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	APPROVED	12,162,700
SC14	700 Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,190,000
50	700 Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS		X	Y	ACTIVE	60,000
50	700 Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS	X		Y	ACTIVE	15,000

Bold print indicates information updated from previous month's report

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May, 2019

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	3,389	4,567	2,600	2,437	5,650								18,642	49,964	49,964	37%
015	EXECUTIVE	10	46,337	64,050	28,557	36,021	49,065								224,030	661,375	661,375	34%
016	HUMAN RESOURCES	10	38,806	49,624	41,924	39,146	51,277								220,777	556,752	556,752	40%
017	INFORMATION TECHNOLOGIES	10	164,778	122,884	109,983	290,074	194,978								882,696	1,904,403	1,904,403	46%
018	CITY CLERK	10	2,451	1,830	1,703	2,750	2,242								10,975	28,514	28,514	38%
020	LEGAL	10	65,764	63,520	74,036	67,528	98,704								369,552	892,352	892,352	41%
035	FINANCE	10	92,095	118,193	100,271	142,447	172,964								625,969	1,466,044	1,466,044	43%
037	PURCHASING	10	17,272	17,104	17,114	17,467	25,646								94,602	229,214	229,214	41%
038	CIVIC CENTER	10	3,689	16,377	17,775	21,880	13,910								73,630	229,136	229,136	32%
039	CITY GENERAL ADMINISTRATIVE	10	30,000	170,864	281,793	5,000	10,000								497,657	1,876,136	1,876,136	27%
Sub Total			464,580	629,012	675,755	624,750	624,434	-	-	-	-	-	-	-	3,018,531	7,893,890	7,893,890	38%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	47,828	45,887	45,836	47,045	68,613								255,209	612,275	612,275	42%
052	BUILDING INSPECTIONS	10	46,612	46,503	46,537	48,351	68,250								256,254	621,842	621,842	41%
053	NEIGHBORHOOD INSPECTIONS	10	41,364	45,082	42,889	43,409	85,294								258,038	818,914	818,914	32%
054	NEIGHBORHOOD OUTREACH	10	25,767	25,801	25,807	25,810	38,749								141,934	344,684	344,684	41%
Sub Total			161,571	163,273	161,069	164,615	260,906	-	-	-	-	-	-	-	911,434	2,397,715	2,397,715	38%
Public Safety																		
065	POLICE	10	1,616,637	1,593,106	2,213,553	2,188,854	2,388,826								10,000,976	28,130,390	28,130,390	36%
070	FIRE	10	1,169,192	982,954	1,314,981	1,211,972	1,645,037								6,324,137	19,693,504	19,693,504	32%
Sub Total			2,785,829	2,576,060	3,528,534	3,400,826	4,033,863	-	-	-	-	-	-	-	16,325,113	47,823,894	47,823,894	34%
Public Works																		
080	PUBLIC WORKS ADMIN	10	154,897	19,195	56,961	29,278	42,141								302,472	523,748	523,748	58%
082	ENGINEERING	10	77,819	76,864	76,981	67,565	127,006								426,236	1,258,629	1,258,629	34%
083	MUNICIPAL SERVICES	10	356,750	359,498	338,069	321,995	472,616								1,848,928	4,733,291	4,733,291	39%
084	STREETS	10	68,324	81,641	93,051	67,327	94,975								405,319	966,437	966,437	42%
086	TRAFFIC & PARKING	10	4,806	124,721	136,295	148,287	176,338								590,448	1,843,782	1,843,782	32%
088	URBAN FORESTRY	10	24,320	31,600	30,522	32,021	30,496								148,959	558,614	558,614	27%
Sub Total			686,918	693,519	731,880	666,473	943,571	-	-	-	-	-	-	-	3,722,361	9,884,501	9,884,501	38%
General Fund Expenditure Total			4,098,898	4,061,864	5,097,238	4,856,664	5,862,775	-	-	-	-	-	-	-	23,977,439	68,000,000	68,000,000	35%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May, 2019

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Development Services																		
120	PLANNING	12	396	37,322	47,385	33,374	11,283								129,760	225,000	225,000	58%
170	HOME PROGRAM	17	3,067	7,462	755	647	4,775								16,706	229,278	229,278	7%
171	PROGRAM DELIVERY COSTS	17	31,465	13,053	38,920	37,941	810								122,189	645,095	645,095	19%
181	PROJECTS	18	23,277	31,993	22,918	16,714	12,050								106,953	1,467,602	1,467,602	7%
183	REHAB PROJECTS	18	91,785	41,672	39,716	17,387	23,780								214,340	848,203	848,203	25%
184	ADMINISTRATION	18	17,525	24,288	51,418	13,253	7,080								113,564	440,756	440,756	26%
220	DUATS	22	81,118	406	75,057	43,574	220								200,374	227,263	227,263	88%
400	PEG PROJECTS	40	2,463	2,463	1,964	2,935	4,331								14,154	79,693	79,693	18%
701	MT-OPERATIONS	70	79,494	84,785	89,726	101,500	85,183								440,689	983,653	983,653	45%
702	MT-MAINTENANCE	70	127,401	103,065	146,692	134,876	117,181								629,216	1,607,873	1,607,873	39%
703	MT-TRANSPORTATION	70	361,833	285,168	403,786	458,207	304,350								1,813,343	5,113,051	5,113,051	35%
704	MT-INSURANCE	70	26,587	22,734	1,109	11,553	24,859								86,841	295,251	295,251	29%
705	MT-CAPITAL	70	-	-	21,500	-	3,221								24,721	345,308	345,308	7%
820	DCDF	82	302	2,914	19	1,635	476								5,345	143,000	143,000	4%
830	NEIGHBORHOOD IMPROVEMENTS	83	-	-	-	327	-								327	3,000	3,000	11%
840	COMMUNITY REVITALIZATION	84	22,384	124,013	61,615	28,854	23,960								260,826	522,394	522,394	50%
841	COMM REVITALIZATION GRANT	84	-	-	-	-	-								-	1,000,000	1,000,000	0%
880	RECYCLING	88	58,141	53,446	57,258	56,255	49,215								274,315	665,251	665,251	41%
Sub Total			927,238	834,783	1,059,837	959,031	672,774	-	-	-	-	-	-	-	4,453,663	14,841,671	14,841,671	30%
Redevelopment & TIF																		
190	OLDE TOWNE TIF	19	-	-	-	-	-								-	1,475,700	1,475,700	0%
200	SE PLAZA TIF	20	434,105	-	35,285	-	-								469,390	550,000	550,000	85%
210	WABASH CROSSING TIF	21	-	-	-	-	-								-	610,524	610,524	0%
230	EASTGATE TIF	23	-	-	66,785	-	-								66,785	322,458	322,458	21%
241	SOUTHSIDE TIF	24	-	10,279	-	-	-								10,279	10,300	10,300	100%
281	PINES SHOPPING CENTER TIF	28	-	-	101,622	-	-								101,622	105,772	105,772	96%
291	GRAND & OAKLAND TIF	29	-	-	167,854	-	-								167,854	191,644	191,644	88%
Sub Total			434,105	10,279	371,547	-	-	-	-	-	-	-	-	-	815,930	3,266,398	3,266,398	25%
Public Safety																		
251	STATE DRUG ACTIVITIES	25	10,425	22,837	10,848	16,826	29,280								90,216	400,000	400,000	23%
260	DUI COURT FINES	26	1,309	3,030	853	2,377	889								8,458	151,800	151,800	6%
270	POLICE PROGRAMS/LAB	27	-	53	250	15,000	-								15,303	34,700	34,700	44%
302	FEDERAL DRUG ENFORCEMENT	30	-	2,800	4,995	7,400	-								15,195	200,000	200,000	8%
320	FIRE EMERGENCY GRANT	32	-	-	-	-	-								-	100,000	100,000	0%
330	POLICE CAPITAL	33	2,418	61,995	4,610	95,077	2,770								166,870	1,577,846	1,577,846	11%
371	FOREIGN FIRE INSURANCE	37	12,541	13,288	8,221	24,730	28,840								87,620	100,000	100,000	88%
392	POLICE JUSTICE ADMIN GRANT	39	-	-	-	-	-								-	40,000	40,000	0%
440	2018 PROJECT FUND	44	77,557	169,466	1,877	158,312	-								407,212	7,723,190	7,723,190	5%
490	FIRE CAPITAL	49	5,410	77,541	-	74,173	-								157,124	172,923	172,923	91%
491	FIRE CAPITAL PROJECTS	49	94,941	7,656	-	160,815	-								263,411	800,000	800,000	33%
Sub Total			204,600	358,665	31,654	554,710	61,778	-	-	-	-	-	-	-	1,211,408	11,300,459	11,300,459	11%
Debt Service																		
504	DS-2018 BOND-FIRE STATIONS	50	-	195,800	-	-	-								195,800	391,600	391,600	50%
505	DS-2018 BOND-FIRE RENOVATIONS	50	-	39,175	-	-	-								39,175	78,350	78,350	50%
512	DS-2002 BOND-WABASH CROSSNG	50	-	24,430	-	6,277	-								30,706	48,859	48,859	63%
516	DS-2010A BOND	50	-	-	-	-	-								-	234,919	234,919	0%
518	DS-2010C BOND	50	-	-	-	-	-								-	136,850	136,850	0%
521	DS-2012 GO BOND	50	-	700,341	485	-	-								700,826	749,617	749,617	93%
Sub Total			-	959,745	485	6,277	-	-	-	-	-	-	-	-	966,507	1,640,195	1,640,195	59%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May, 2019

Div		Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Works & Capital																			
420	LOCAL MFT INITIATIVE PROJECTS	42		3,749	417	417	(712)	4,719								-			
421	LOCAL STREET CAP PROJECTS	42		-	618,835	-		-								8,590	1,515,004	1,515,004	1%
451	CAPITAL STREET PROJECTS	45		-	-	400,000	300,000	-								618,835	1,161,429	1,161,429	53%
460	MFT PROJECTS	46		18,879	96,987	65,280	71,347	80,614								700,000	175,538	975,538	72%
470	MAJOR MOVES	47		34,652	20,305	(6,498)	(28,842)	(21,168)								333,108	2,720,826	2,720,826	12%
601	FLEET OPERATIONS	60		129,220	133,149	116,228	132,819	153,444								(1,550)	7,669,010	7,669,010	0%
602	FLEET INVENTORY	60		22,051	105,576	73,366	64,312	61,162								664,860	1,610,052	1,610,052	41%
610	EQUIPMENT REPLACEMENT	61		-	36,224	-	-	9,821								326,467	1,239,600	1,239,600	26%
780	STORM WATER PROJECTS	78		70,991	941,361	76,579	227,248	147,913								46,045	211,166	211,166	22%
782	STORM DEBT SERVICE-2017 IEPA	78		-	-	-	-	71,062								1,464,092	3,541,683	3,541,683	41%
790	SEWER PROJECTS	79		336,033	625,949	195,507	200,732	243,852								71,062	239,000	239,000	30%
792	SEWER DEBT SERVICE-2013 IEPA	79		-	-	254,060	(24,213)	-								1,602,074	12,299,956	12,299,956	13%
793	SEWER DEBT SERVICE-2015 IEPA	79		66,351	-	-	-	-								229,848	459,695	459,695	50%
794	SEWER DEBT SERVICE-2015 IEPA	79		-	-	-	254,060	-								66,351	132,702	132,702	50%
	Sub Total			681,927	2,578,803	1,174,939	1,196,752	751,419	-	-	-	-	-	-	-	6,383,841	33,483,782	34,283,782	19%
Library																			
351	LIBRARY OPERATIONS	35		270,419	250,995	285,337	296,858	360,300								1,463,910	3,783,382	3,783,382	39%
582	LIBRARY CAPITAL PROJECTS	58		-	-	-	-	-								-	250,000	250,000	0%
591	DPL-CANTONI TRUST	59		-	-	-	-	-								-	30,000	30,000	0%
592	DPL-MEYER TRUST	59		2,170	2,099	1,908	1,908	2,862								10,948	45,000	45,000	24%
594	DPL-DONATIONS	59		10	10	247	933	1,873								3,073	25,000	25,000	12%
	Sub Total			272,600	253,104	287,492	299,699	365,035	-	-	-	-	-	-	-	1,477,931	4,133,382	4,133,382	36%
Other Miscellaneous																			
340	BUILDING FUND	34		4,995	56,782	44,552	35,206	32,122								173,657	2,337,738	2,337,738	7%
360	BAND	36		2,357	568	212	2,212	2,752								8,101	95,256	95,256	9%
641	RISK MANAGEMENT	64		9,139	19,236	67,340	46,731	50,478								192,924	359,662	359,662	54%
642	WORKER'S COMPENSATION	64		142,977	34,756	253,503	147,502	136,283								715,021	2,026,750	2,026,750	35%
643	LIABILITY PROPERTY & CASUALTY	64		5,929	4,425	125,589	14,579	11,590								162,112	642,370	642,370	25%
651	MEDICAL INSURANCE	65		784,582	859,150	858,912	783,255	892,653								4,178,553	11,294,158	11,294,158	37%
653	UNEMPLOYMENT INSURANCE	65		-	-	-	-	-								-	36,000	36,000	0%
770	FIBER OPTICS	77		3,000	23,000	248,838	3,000	3,000								280,838	400,000	400,000	70%
	Sub Total			952,980	997,917	1,598,946	1,032,486	1,128,878	-	-	-	-	-	-	-	5,711,206	17,191,934	17,191,934	33%
Water Utility & Capital																			
801	WATER PRODUCTION	80		178,560	386,056	398,387	405,035	418,477								1,786,516	5,209,657	5,209,657	34%
802	WATER LAKE SERVICES	80		95,800	60,724	61,796	42,988	66,009								327,317	1,095,658	1,095,658	30%
803	WATER ADMINISTRATION	80		326,261	434,584	326,158	327,508	335,008								1,749,518	6,722,180	6,722,180	26%
804	WATER SERVICES	80		230,725	250,421	316,118	281,001	333,323								1,411,588	3,588,473	3,588,473	39%
805	UTILITY CUSTOMER SERVICE	80		76,924	78,192	89,864	97,620	100,263								442,863	1,100,235	1,100,235	40%
808	WATER DEBT SERV-SWTP	80		1,053	6,734,934	825	-	475								6,737,287	11,461,240	11,461,240	59%
809	WATER DEBT-NITRATE FACILITY	80		-	-	-	-	242,179								242,179	484,358	484,358	50%
808	WATER DEBT-MAIN&FRANK TANK	80		180,840	-	-	-	-								180,840	361,681	361,681	50%
80C	WATER DEBT-ENERGY PROJECT	80		-	322,548	-	-	322,548								645,096	1,299,081	1,299,081	50%
811	WATER NON LAKE CAPITAL	81		819,967	6,691	34,487	348,892	535,410								1,745,448	6,074,083	6,074,083	29%
812	WATER LAKE CAPITAL	81		17,923	67,560	90,537	51,289	1,342								228,652	767,324	767,324	30%
890	WATER BONDS	89		2,821,606	4,749,324	-	571,781	-								8,142,711	10,036,895	10,036,895	81%
	Sub Total			4,749,659	13,091,035	1,318,174	2,126,115	2,355,034	-	-	-	-	-	-	-	23,640,016	48,200,865	48,200,865	49%
Fudiciary Trust & Agency																			
900	FIRE PENSION	90		696,670	706,981	681,325	681,920	729,082								3,495,978	8,639,642	8,639,642	40%
910	POLICE PENSION	91		703,545	710,339	742,637	749,766	770,363								3,676,650	8,994,110	8,994,110	41%
	Sub Total			1,400,216	1,417,320	1,423,962	1,431,686	1,499,445	-	-	-	-	-	-	-	7,172,629	17,633,752	17,633,752	41%
	Grand Total Expenditures			13,722,221	24,563,516	12,364,275	12,463,420	12,697,138	-	-	-	-	-	-	-	75,810,572	219,692,438	220,492,438	34%

City of Decatur
Water Utility Financial Report
Operating Fund Statement of Revenue and Expense

Month of: May, 2019

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	2,355,840	2,458,708	(102,868)	2,369,943	(14,103)
UCB Billing Reimb	39,714	41,174	(1,460)	38,987	727
Tapping Fees	895	1,210	(315)	1,014	(119)
Interest Income	5,302	1,120	4,182	2,059	3,243
Other Income	4,362	108,888	(104,526)	140,332	(135,970)
Total Revenue	2,406,113	2,611,100	(204,987)	2,552,335	(146,222)
Cost of Service					
Water Production	418,477	451,593	(33,116)	442,570	(24,093)
Water Services	333,323	378,208	(44,885)	345,914	(12,591)
Total Cost of Service	751,800	829,801	(78,001)	788,484	(36,684)
% of Revenue	31.2%	31.8%		30.9%	
Water Gross Margin	1,654,313	1,781,299	(126,986)	1,763,851	(109,538)
% of Revenue	68.8%	68.2%		69.1%	
Operating Expense					
Lake Management	66,009	104,071	(38,062)	95,092	(29,083)
Water Administration	335,008	335,417	(409)	302,387	32,621
Customer Service	100,263	103,440	(3,177)	90,407	9,856
Total Operating Expense	501,280	542,928	(41,648)	487,886	13,394
% of Revenue	20.8%	20.8%		19.1%	
Margin Before Debt Service	1,153,033	1,238,371	(85,338)	1,275,965	(122,932)
% of Revenue	47.9%	47.4%		50.0%	
Debt Service					
GO Bond Debt	475	550	(75)	475	-
IEPA - Nitrate Facility	242,179	242,179	-	242,179	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	322,548	322,548	-	313,660	8,888
Total Debt Service	565,202	565,277	(75)	556,314	8,888
% of Revenue	23.5%	21.6%		21.8%	
Operating Income	587,831	673,094	(85,263)	719,651	(131,820)
% of Revenue	24.4%	25.8%		28.2%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Income after Capital Transfer	587,831	673,094	(85,263)	719,651	(131,820)
% of Revenue	24.4%	25.8%		28.2%	

Balance Sheet Items (Operating Fund)					
Cash	3,755,576			4,128,780	
Interfund AR	-			-	
Investments	-			-	
Total Cash & Investments	3,755,576			4,128,780	
Accounts Receivable	2,471,412			2,436,401	

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
11,565,681	12,068,966	(503,285)	11,633,246	(67,565)
196,973	178,417	18,556	169,464	27,509
6,892	3,898	2,994	3,266	3,626
17,989	3,628	14,361	6,671	11,318
60,240	148,622	(88,382)	176,752	(116,512)
11,847,775	12,403,531	(555,756)	11,989,399	(141,624)
1,786,515	2,050,212	(263,697)	2,046,729	(260,214)
1,411,588	1,564,134	(152,546)	1,438,297	(26,709)
3,198,103	3,614,346	(416,243)	3,485,026	(286,923)
27.0%	29.1%		29.1%	
8,649,672	8,789,185	(139,513)	8,504,373	145,299
73.0%	70.9%		70.9%	
327,317	436,611	(109,294)	371,743	(44,426)
1,749,519	1,645,985	103,534	1,463,637	285,882
442,863	454,791	(11,928)	406,902	35,961
2,519,699	2,537,387	(17,688)	2,242,282	277,417
21.3%	20.5%		18.7%	
6,129,973	6,251,798	(121,825)	6,262,091	(132,118)
51.7%	50.4%		52.2%	
6,737,287	6,735,985	1,302	5,498,584	1,238,703
242,179	242,179	-	242,179	-
180,840	180,840	-	180,840	-
645,096	645,096	-	627,320	17,776
7,805,402	7,804,100	1,302	6,548,923	1,256,479
65.9%	62.9%		54.6%	
(1,675,429)	(1,552,302)	(123,127)	(286,832)	(1,388,597)
-14.1%	-12.5%		-2.4%	
-	-	-	-	-
(1,675,429)	(1,552,302)	(123,127)	(286,832)	(1,388,597)
-14.1%	-12.5%		-2.4%	

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Capital Fund Statement of Revenue and Expense

Month of: May, 2019

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,750,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	1,000,000	1,000,000	-	1,000,000	Actual ADM cost share
IEPA Loan draw down	-	-	-	-	-	
Other	21,361	80,329	27,937	52,392	275,538	
Total Revenue	21,361	1,080,329	1,027,937	52,392	4,025,538	

CapEx Project Spending					
Operating CapEx	-	-	90,000	(90,000)	300,000
Professional Services	-	-	-	-	247,000
Capital Equipment	-	132,724	-	132,724	500,000
Water Distribution	-	-	-	-	34,000
Pump Stations	-	-	-	-	-
Water Main Replacement	533,916	1,591,389	412,865	1,178,524	4,000,000
Water System Improv	1,494	21,227	67,264	(46,037)	350,897
SWTP CapEx	-	111	267,577	(267,466)	642,186
Lake Operating	-	-	-	-	10,000
Other Equipment	-	9,200	-	-	30,000
Storm Water Improvement	-	-	-	-	-
EPA Non Source	-	-	-	-	25,000
Lakefront Development	1,342	1,810	322,500	(320,690)	430,000
Sediment Control	-	-	-	-	35,000
Additional Water Supply	-	217,642	164,159	53,483	237,324
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	536,752	1,974,103	1,324,365	640,538	6,841,407

Surplus (Deficit)	(515,391)	(893,774)	(296,428)		(2,815,869)
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Capital Fund Cash Position			
Cash at January 1, 2019	3,778,676		
Current Cash Position	2,884,905	Cash Position Target at December 31, 2019	962,807
included in cash above	-		

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,735	25,525	26,305	27,644	28,607								135,816	
Industrial	32	32	32	32	32								160	
Commercial	2,765	2,541	2,649	2,689	2,831								13,475	
Total	30,532	28,098	28,986	30,365	31,470	-	-	-	-	-	-	-	149,451	100.9%
Delinquent Bills														
Residential	7,993	6,901	6,706	6,950	8,032								36,582	
Industrial	-	-	-	-	-								-	
Commercial	376	375	287	305	350								1,693	
Total	8,369	7,276	6,993	7,255	8,382	-	-	-	-	-	-	-	38,275	98.7%
Total Bill Count	38,901	35,374	35,979	37,620	39,852	-	-	-	-	-	-	-	187,726	100.4%
Cubit Feet Consumption Billed														
Residential	12,041,691	11,407,635	10,584,868	11,506,204	12,111,824								57,652,222	97.6%
Industrial	41,841,009	41,375,005	37,010,223	43,526,726	42,700,648								206,453,611	96.8%
Commercial	9,753,438	9,597,629	9,383,432	10,020,604	10,261,031								49,016,134	98.0%
Total	63,636,138	62,380,269	56,978,523	65,053,534	65,073,503	-	-	-	-	-	-	-	313,121,967	97.1%
Water Shut Offs														
Customer Service Telephone Calls	339	340	300	341	317								1,637	107.3%
	4,819	4,615	4,383	4,780	5,124								23,721	101.0%
Water Billed \$														
Residential	\$ 707,015	\$ 664,990	\$ 628,859	\$ 681,520	\$ 717,380								\$ 3,399,764	100.7%
Industrial	\$ 1,052,018	\$ 1,037,122	\$ 944,448	\$ 1,115,622	\$ 1,073,867								\$ 5,223,077	99.1%
Commercial	\$ 485,581	\$ 467,965	\$ 463,160	\$ 491,233	\$ 509,097								\$ 2,417,036	100.6%
Total	\$ 2,244,614	\$ 2,170,077	\$ 2,036,467	\$ 2,288,375	\$ 2,300,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,039,877	99.9%
Penalty \$	\$ 12,791	\$ 11,939	\$ 10,836	\$ 10,622	\$ 12,709								\$ 58,897	68.0%
Total Billed	\$ 2,257,405	\$ 2,182,016	\$ 2,047,303	\$ 2,298,997	\$ 2,313,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,098,774	99.7%
Water Gallonage														
Gallons (000)	265,330	260,890	288,360	265,660	273,250								1,353,490	96.2%
\$ Billed	\$ 80,660	\$ 79,311	\$ 87,661	\$ 80,761	\$ 83,068								\$ 411,461	98.2%
Water Billed vs Cash Receipts														
Billed \$	\$ 2,338,065	\$ 2,261,327	\$ 2,134,964	\$ 2,379,758	\$ 2,396,121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,510,235	99.6%
Cash Revenue \$	\$ 2,351,341	\$ 2,242,273	\$ 2,222,173	\$ 2,394,054	\$ 2,355,840								\$ 11,565,681	99.4%
% Cash to Billed	100.6%	99.2%	104.1%	100.6%	98.3%	-	-	-	-	-	-	-	100.5%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	27,941	25,424	26,984	27,138	27,114	27,423	26,760	27,447	24,056	28,617	25,030	26,626	320,560	
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384	
Commercial	2,716	2,612	2,660	2,688	2,677	2,733	2,670	2,711	2,502	2,798	2,543	2,703	32,013	
Total	30,689	28,068	29,676	29,858	29,823	30,188	29,462	30,190	26,590	31,447	27,605	29,361	352,957	
Delinquent Bills														
Residential	8,158	6,790	6,883	7,087	8,086	7,046	7,732	8,232	6,891	7,871	7,874	6,766	89,416	
Industrial	-	-	5	-	-	-	-	-	-	-	-	7	12	
Commercial	408	323	311	395	342	320	312	297	368	319	334	348	4,077	
Total	8,566	7,113	7,199	7,482	8,428	7,366	8,044	8,529	7,259	8,190	8,208	7,121	93,505	
Total Bill Count	39,255	35,181	36,875	37,340	38,251	37,554	37,506	38,719	33,849	39,637	35,813	36,482	446,462	
Cubit Feet Consumption Billed														
Residential	12,914,047	11,669,667	10,940,431	11,500,732	12,061,263	14,682,041	13,556,410	13,740,591	11,758,520	13,415,272	11,112,527	11,540,175	148,891,676	
Industrial	39,887,143	47,219,407	40,507,426	39,442,037	46,234,329	42,460,596	46,474,716	47,147,464	47,221,169	45,676,943	41,565,715	40,497,604	524,334,549	
Commercial	10,232,427	10,900,160	9,181,729	9,530,981	10,153,152	13,253,331	13,538,775	13,865,869	12,490,447	13,028,601	10,757,319	9,833,686	136,766,477	
Total	63,033,617	69,789,234	60,629,586	60,473,750	68,448,744	70,395,968	73,569,901	74,753,924	71,470,136	72,120,816	63,435,561	61,871,465	809,992,702	
Water Shut Offs														
Customer Service Tphone Calls	358	305	282	312	269	305	275	403	334	363	440	299	3,945	
	5,319	4,449	4,279	4,625	4,808	4,929	5,097	5,719	4,840	4,986	4,788	4,243	58,082	
Water Billed \$														
Residential	\$ 729,899	\$ 658,679	\$ 633,563	\$ 661,728	\$ 691,108	\$ 828,230	\$ 770,082	\$ 782,457	\$ 673,773	\$ 771,026	\$ 649,906	\$ 676,450	\$ 8,526,901	
Industrial	\$ 1,004,938	\$ 1,169,702	\$ 999,443	\$ 976,210	\$ 1,120,867	\$ 1,092,080	\$ 1,185,247	\$ 1,173,216	\$ 1,200,168	\$ 1,165,120	\$ 1,051,484	\$ 1,049,828	\$ 13,188,303	
Commercial	\$ 495,729	\$ 505,596	\$ 450,932	\$ 465,234	\$ 484,339	\$ 594,977	\$ 599,781	\$ 614,603	\$ 560,231	\$ 594,185	\$ 508,013	\$ 487,120	\$ 6,360,740	
Total	\$ 2,230,566	\$ 2,333,977	\$ 2,083,938	\$ 2,103,172	\$ 2,296,314	\$ 2,515,287	\$ 2,555,110	\$ 2,570,276	\$ 2,434,172	\$ 2,530,331	\$ 2,209,403	\$ 2,213,398	\$ 28,075,944	
Penalty \$	\$ 12,890	\$ 12,243	\$ 37,226	\$ 11,485	\$ 12,753	\$ 11,493	\$ 13,786	\$ 14,701	\$ 12,100	\$ 13,052	\$ 12,501	\$ 12,325	\$ 176,555	
Total Billed	\$ 2,243,456	\$ 2,346,220	\$ 2,121,164	\$ 2,114,657	\$ 2,309,067	\$ 2,526,780	\$ 2,568,896	\$ 2,584,977	\$ 2,446,272	\$ 2,543,383	\$ 2,221,904	\$ 2,225,723	\$ 28,252,499	
Water Gallonage														
Gallons (000)	265,510	259,870	275,500	276,050	329,710	322,170	315,520	310,950	297,120	289,500	256,540	282,680	3,481,120	
\$ Billed	\$ 79,122	\$ 77,441	\$ 82,099	\$ 82,263	\$ 98,254	\$ 96,007	\$ 94,025	\$ 92,663	\$ 88,542	\$ 86,271	\$ 77,230	\$ 85,935	\$ 1,039,852	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,322,578	\$ 2,423,661	\$ 2,203,263	\$ 2,196,920	\$ 2,407,321	\$ 2,622,787	\$ 2,662,921	\$ 2,677,640	\$ 2,534,814	\$ 2,629,654	\$ 2,299,134	\$ 2,311,658	\$ 29,292,351	
Cash Revenue \$	\$ 2,293,292	\$ 2,442,137	\$ 2,261,078	\$ 2,266,797	\$ 2,369,943	\$ 2,510,588	\$ 2,728,893	\$ 2,713,394	\$ 2,537,525	\$ 2,694,323	\$ 2,309,921	\$ 2,371,261	\$ 29,499,151	
% Cash to Billed	98.7%	100.8%	102.6%	103.2%	98.4%	95.7%	102.5%	101.3%	100.1%	102.5%	100.5%	102.6%	100.7%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May, 2019

	2019 Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staffing														
Executive	4	3	2	3	2	3								3
Legislative	0	0	0	0	0	0								0
Finance	22	20	22	22	22	22								20
Human Resources	4	4	4	4	4	4								4
Information Technology	10	10	10	10	10	10								9
Corporation Counsel	7	7	7	7	7	7								7
Economic & Community Dev	21	21	21	21	21	21								21
Public Safety	270	267	274	272	271	269								264
Public Works	120	104	103	103	106	109								105
Total Full Time	458	436	443	442	443	445	0	0	0	0	0	0	0	433
Part Time Staffing														
Executive														0
Legislative	7	7	7	7	7	7								7
Finance														0
Human Resources			1											1
Information Technology														0
Corporation Counsel														0
Planning & Building Services														0
Neighborhood Services														0
Public Safety		2	2	2	2	2								2
Public Works														0
PW Water Management						9								0
Total Temporary	7	9	10	9	9	18	0	0	0	0	0	0	0	10
Total City Staff Headcount	465	445	453	451	452	463	0	0	0	0	0	0	0	443

Note: Above report includes all City Staff, Full Time and Temporary W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May, 2019

	2019 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive	3	2	1	2	1	1								2
City Clerk	1	1	1	1	1	2								1
Total	4	3	2	3	2	3	0	0	0	0	0	0	0	3
Legislative	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Financial Management														
Finance	13	11	13	13	13	13								11
Purchasing	2	2	2	2	2	2								2
Water Customer Service	7	7	7	7	7	7								7
Total	22	20	22	22	22	22	0	0	0	0	0	0	0	20
Human Resources	4	4	4	4	4	4								4
Information Technology	10	10	10	10	10	10								9
Corporation Legal Counsel	7	7	7	7	7	7								7
Economic & Community Devel														
Planning & Development	6	6	6	6	6	6								6
Building Inspections	6	6	6	6	6	6								6
Neighborhood Inspection	5	5	5	5	5	5								5
Neighborhood Services	3	3	3	3	3	3								3
Mass Transit	1	1	1	1	1	1								1
Total	21	21	21	21	21	21	0	0	0	0	0	0	0	21
Public Safety														
Fire	109	103	111	111	111	110								103
Police	161	164	163	161	160	159								161
Total	270	267	274	272	271	269	0	0	0	0	0	0	0	264
Public Works														
PW Administration	2	2	2	2	2	2								2
PW Engineering	12	10	10	10	11	11								9
PW Municipal Services	47	44	43	42	44	46								44
Fleet Maintenance	8	8	8	8	8	8								8
Water Production (Admin)	2	2	2	2	2	2								3
Water Production	15	13	13	13	13	13								13
Water Services	23	21	21	22	22	23								22
Water Production (Lake)	4	4	4	4	4	4								4
Total	113	104	103	103	106	109	0	0	0	0	0	0	0	105
Total City Staffing	451	436	443	442	443	445	0	0	0	0	0	0	0	433

Note: Above report includes all Full Time W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May, 2019

	2019 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Part Time / Temporary Staff														
Executive														
City Clerk														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Legislative	7	7	7	7	7	7								7
Financial Management														
Finance														
Purchasing														
Risk Management														
Water Customer Service														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Information Technology														0
Human Resources			1											1
Corporation Legal Counsel														0
Planning & Building Service														
Planning & Sustainability														
Building Inspections														
Mass Transit														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Neighborhood Services														
Outreach														
Inspection														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Safety														
Fire														
Police		2	2	2	2	2								2
Police Communications														
Total	0	2	2	2	2	2	0	0	0	0	0	0	0	2
Public Works														
Administration														
Engineering														
Municipal Services														
Water Administration														
Water Production						9								
Water Services														
Total	0	0	0	0	0	9	0	0	0	0	0	0	0	0
Total City Staffing	7	9	10	9	9	18	0	0	0	0	0	0	0	10

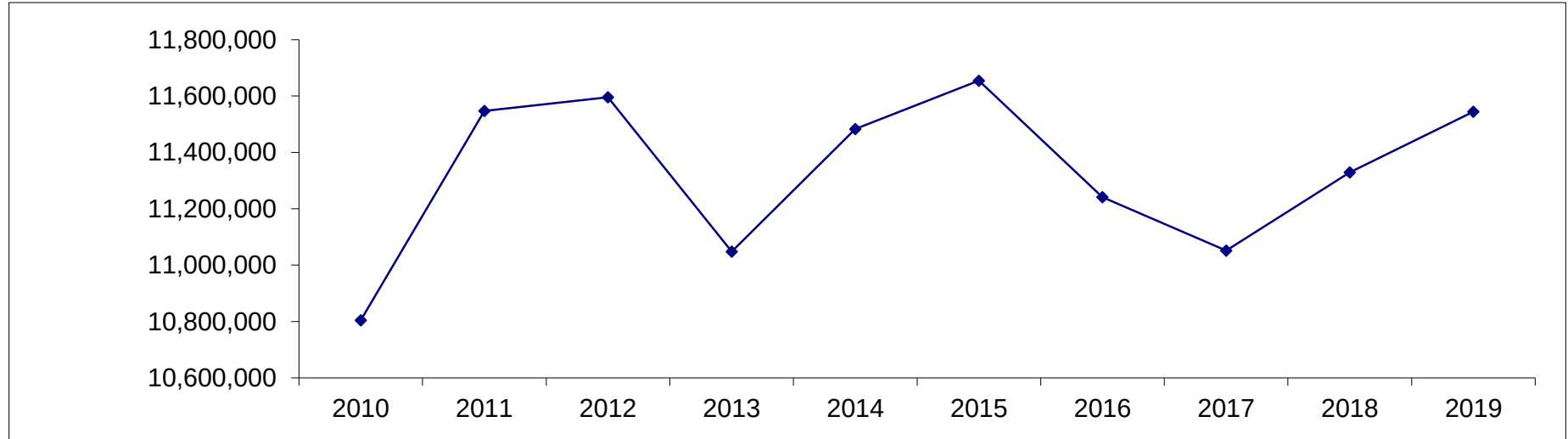
Note: Above report includes all Temporary W-2 EE's

Projected Revenues

STATE SALES TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	832,060	916,053	939,211	918,325	938,684	963,009	946,811	902,833	882,653	984,872	A
FEBRUARY	882,512	1,104,610	935,641	880,247	914,587	941,678	904,631	899,838	917,921	935,303	A
MARCH	1,042,881	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	A
APRIL	771,162	844,138	871,624	856,724	825,291	857,417	824,458	789,769	840,607	801,923	A
MAY	845,828	851,665	986,897	884,323	868,465	877,404	867,538	837,972	819,180	845,440	A
JUNE	902,403	941,869	1,021,804	954,864	974,156	978,888	940,736	957,693	978,292	993,163	B
JULY	878,430	966,695	918,786	922,915	935,127	944,686	887,325	906,452	942,693	957,023	B
AUGUST	932,682	942,384	991,930	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,026,072	B
SEPTEMBER	956,479	976,252	951,845	948,422	979,712	1,006,626	994,684	953,644	978,357	993,229	B
OCTOBER	911,376	942,225	911,934	925,873	981,740	991,641	933,239	891,372	943,494	957,836	B
NOVEMBER	958,698	955,438	1,001,513	964,174	961,614	1,003,087	962,595	934,414	991,142	1,006,208	B
DECEMBER	890,326	965,215	906,055	919,141	969,684	976,633	916,175	935,863	935,419	949,638	B

TOTALS	10,804,838	11,547,387	11,595,938	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,544,678
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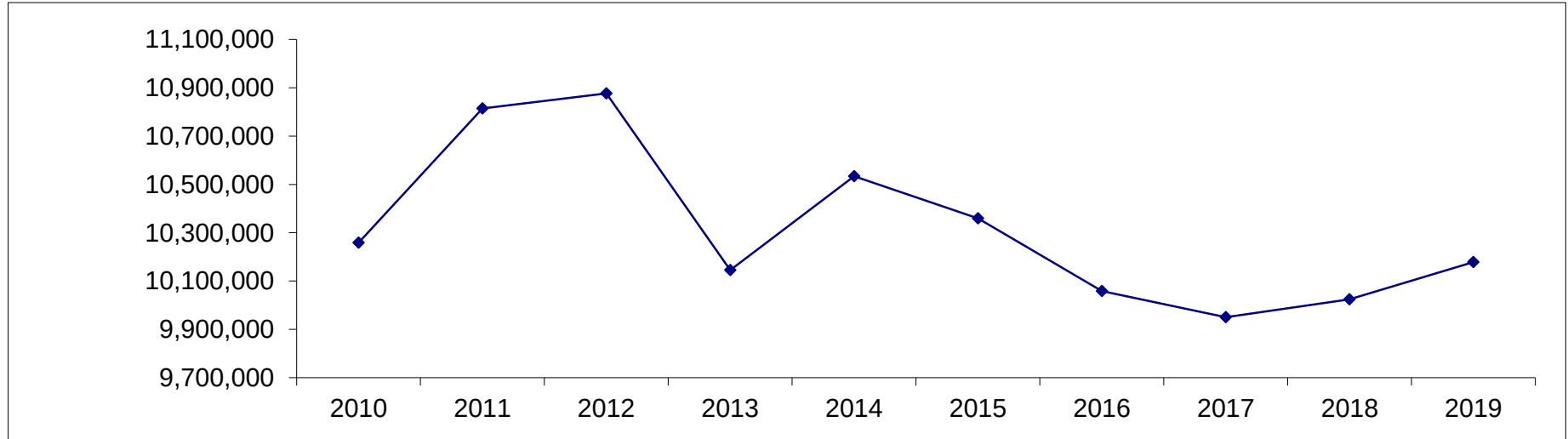


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	805,816	841,530	914,456	861,196	887,481	889,089	848,993	818,066	807,770	892,334	A
FEBRUARY	857,826	880,959	911,162	880,506	862,759	863,243	833,995	838,995	837,288	864,722	A
MARCH	1,020,668	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	A
APRIL	701,269	767,991	758,516	773,089	739,227	739,805	703,472	702,734	712,309	698,869	A
MAY	757,147	761,238	929,937	775,938	779,506	764,685	744,767	729,878	716,975	739,341	A
JUNE	847,234	863,436	942,726	853,033	865,335	832,374	840,488	855,602	852,317	856,548	B
JULY	859,117	925,802	864,230	846,702	864,489	833,551	791,839	814,658	807,532	811,540	B
AUGUST	868,171	959,067	927,747	619,512	957,423	906,467	867,107	877,154	909,719	914,235	B
SEPTEMBER	875,938	950,587	899,635	901,318	916,077	911,765	904,129	852,928	890,655	895,075	B
OCTOBER	871,193	898,365	838,868	860,182	882,079	875,986	822,711	779,788	836,215	840,365	B
NOVEMBER	930,915	916,686	902,358	897,029	884,609	882,605	854,078	835,747	866,834	871,136	B
DECEMBER	862,884	942,430	898,532	864,499	872,277	860,119	810,233	849,336	827,137	831,243	B
TOTALS	10,258,179	10,814,030	10,876,609	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,178,646	



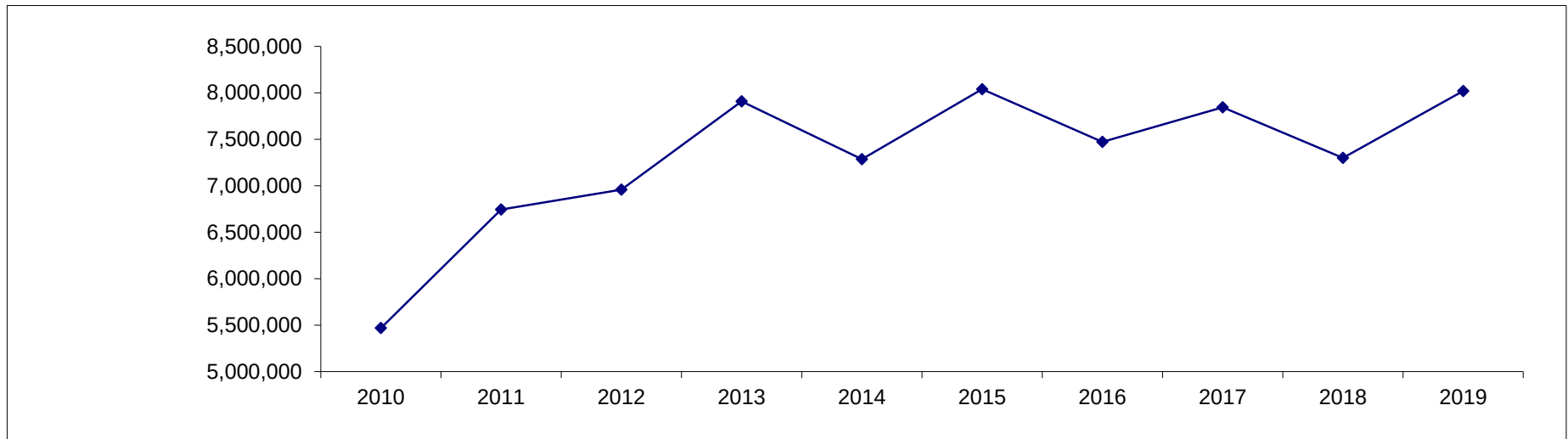
Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

State reduced allocation for 2% administrative fee beginning with September 2017 distribution

STATE INCOME TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	580,540	805,061	761,050	632,905	850,845	852,700	912,628	851,716	578,461	631,574 A
FEBRUARY	0	1,038,247	0	478,227	0	0	0	0	837,319	759,834 A
MARCH	437,402	493,074	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518 A
APRIL	343,824	562,140	394,295	1,333,938	742,236	925,184	822,346	0	646,373	734,870 A
MAY	0	0	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635 A
JUNE	604,370	694,679	424,269	703,157	741,339	824,784	1,774,951	764,129	482,298	499,419 B
JULY	1,036,869	942,538	658,753	1,298,806	1,150,541	1,364,531	0	1,547,903	652,113	675,262 B
AUGUST	618,324	761,549	956,491	441,258	428,542	566,667	496,310	698,009	478,694	495,686 B
SEPTEMBER	1,240,367	454,403	502,880	675,812	709,251	1,263,519	1,120,799	727,037	476,186	493,089 B
OCTOBER	0	0	645,769	419,882	818,347	0	0	599,068	726,093	751,867 B
NOVEMBER	0	588,653	405,227	409,627	0	441,918	450,551	450,852	522,953	541,517 B
DECEMBER	606,245	404,975	401,952	714,661	721,926	776,691	665,793	396,923	433,456	448,843 B

TOTALS	5,467,941	6,745,318	6,957,316	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,298,905	8,018,113
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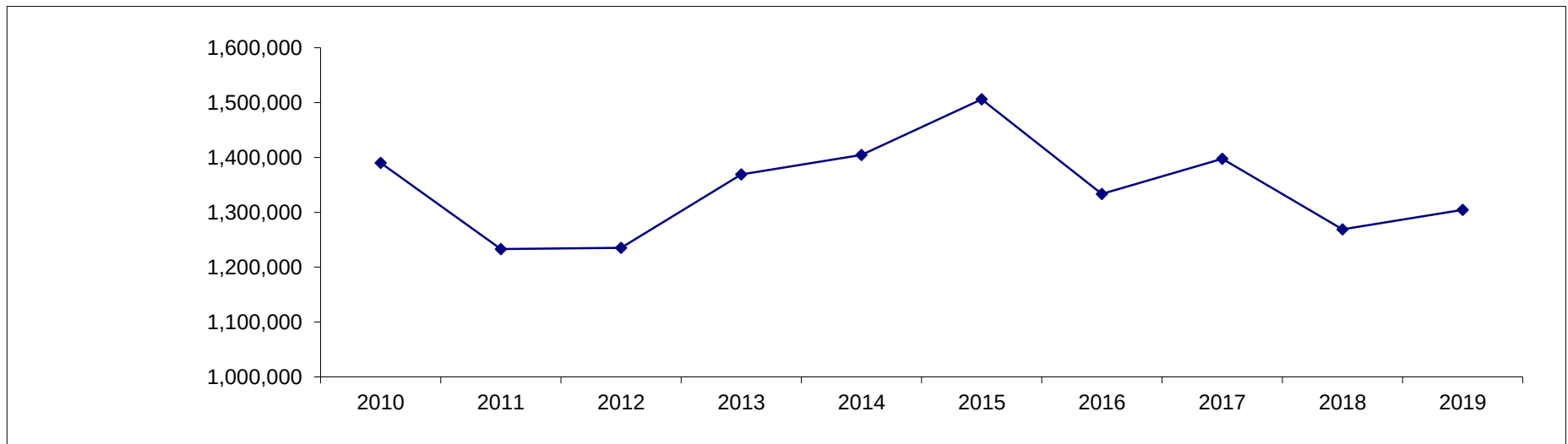


State to catch up two month delay of distributions July & August 2017. State's 10% reduction to begin with August distribution.

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	162,537	134,079	180,082	185,383	233,315	202,878	195,051	217,463	143,616	153,006	A
FEBRUARY	1,947	7,154	1,565	1,605	2,024	717	0	0	0	0	A
MARCH	68,150	78,877	61,281	62,898	80,778	70,137	83,788	147,880	132,622	67,368	A
APRIL	232,641	262,367	276,320	303,821	309,261	364,335	271,921	352,780	260,085	301,619	A
MAY	163,009	188,640	187,031	265,561	227,806	293,618	219,695	227,189	269,213	365,884	A
JUNE	0	3,923	5,417	937	0	2,501	12,343	0	0	0	B
JULY	165,572	176,542	238,582	260,211	229,514	238,695	239,680	239,384	206,222	185,442	B
AUGUST	21,743	43,808	28,828	29,295	24,688	32,169	27,902	10,712	20,842	18,742	B
SEPTEMBER	486	381	3,931	0	6,877	2,356	4,554	0	0	0	B
OCTOBER	316,230	292,298	181,562	188,719	227,489	239,950	218,004	160,071	190,221	171,054	B
NOVEMBER	2,750	2,542	1,579	0	0	0	1,876	0	0	0	B
DECEMBER	255,086	42,441	69,220	70,395	63,058	58,604	58,514	42,179	46,033	41,395	B

TOTALS	1,390,151	1,233,053	1,235,400	1,368,825	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,304,510
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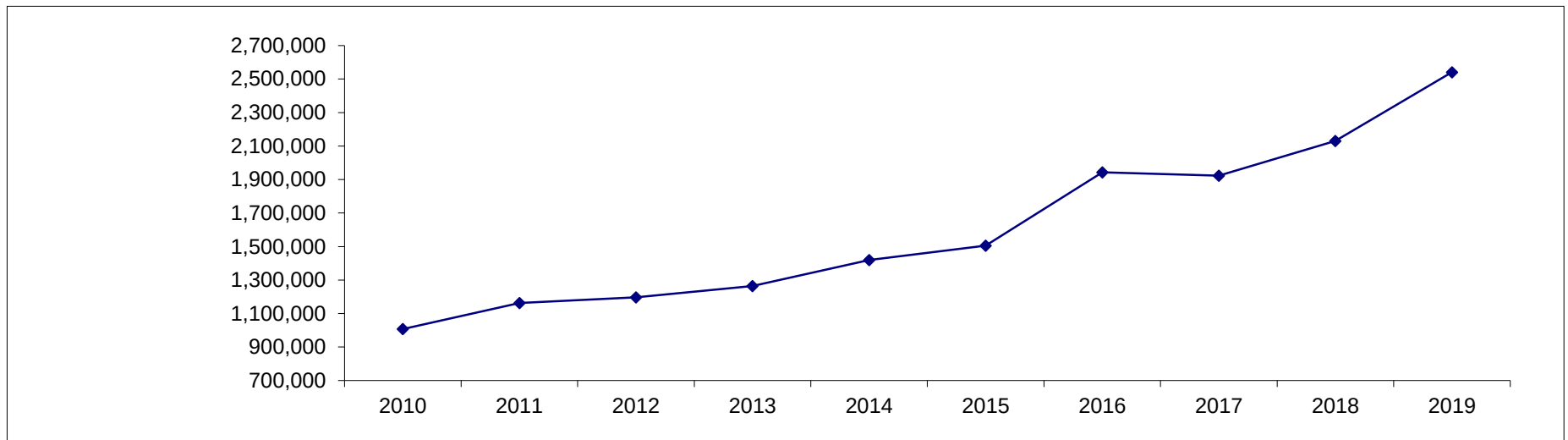


Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	74,655	118,641	89,854	98,119	115,740	136,569	295,435	159,854	166,257	205,607	A
FEBRUARY	66,683	92,228	90,475	103,364	108,961	129,837	146,086	155,199	192,590	227,498	A
MARCH	114,627	145,191	138,269	147,635	171,437	196,801	208,903	241,170	243,593	275,101	A
APRIL	68,212	88,796	88,358	102,769	90,904	69,628	128,350	139,319	145,000	159,583	A
MAY	54,250	95,460	98,119	76,976	89,241	135,902	130,832	131,114	149,116	183,842	A
JUNE	108,264	98,268	103,364	96,618	117,824	143,287	153,738	170,503	180,080	217,413	B
JULY	82,393	91,809	91,336	106,037	108,621	140,649	149,743	146,418	157,169	189,751	B
AUGUST	78,102	89,450	102,769	93,637	115,406	133,971	145,710	147,521	171,381	206,910	B
SEPTEMBER	100,770	98,836	86,379	124,363	128,816	0	164,340	156,033	183,541	221,591	B
OCTOBER	83,770	79,105	106,791	106,986	109,843	0	130,791	149,381	178,049	214,961	B
NOVEMBER	81,167	94,213	98,487	99,965	118,956	0	142,584	158,864	169,331	204,435	B
DECEMBER	94,304	71,453	102,979	107,849	144,341	419,237	146,571	167,420	194,248	234,518	B
TOTALS	1,007,197	1,163,451	1,197,181	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,541,209	



2015 Delays in Distribution of State Use Tax due to State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	654,552.90	578,461.18	631,574.05	A
FEBRUARY	757,032.36	837,319.00	759,834.38	A
MARCH	396,235.32	420,940.73	457,517.76	A
APRIL	764,129.23	646,372.81	734,869.77	A
MAY	1,020,258.57	1,044,018.62	1,528,634.61	A
JUNE	527,644.66	482,298.07	562,334.61	B
JULY	698,009.45	652,113.37	760,330.46	B
AUGUST	333,576.35	478,693.62	558,132.00	B
SEPTEMBER	393,460.74	476,185.57	555,207.75	B
OCTOBER	599,067.78	726,092.64	846,586.47	B
NOVEMBER	450,851.53	522,953.38	609,736.59	B
DECEMBER	396,923.43	433,455.92	505,387.18	B

TOTALS **7,567,755.30** **7,298,904.91** **8,510,145.63**

*Listed by month reported -
receipts delayed by State
until September 2017*

Current Budget **7,558,000.00**

Projected Amt Over (Under) **952,145.63**

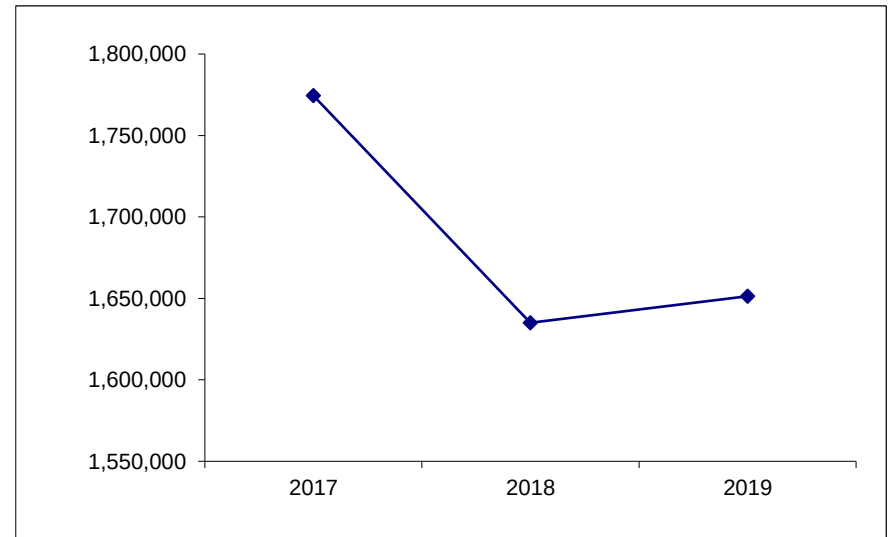
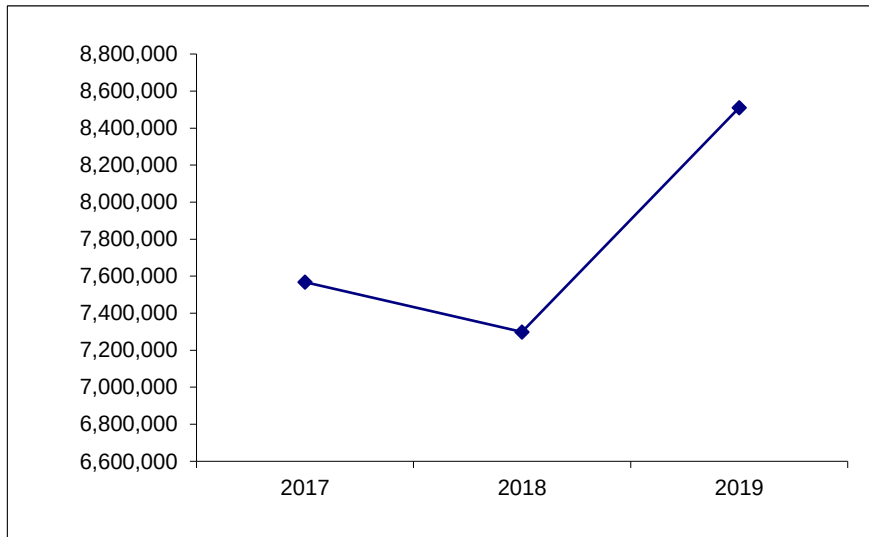
TELEPHONE COMMUNICATIONS TAX

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	152,347.43	141,050.48	131,097.92	A
FEBRUARY	150,099.96	141,599.21	126,545.99	A
MARCH	155,813.31	142,413.54	132,658.65	A
APRIL	152,634.48	138,930.51	122,033.21	A
MAY	149,012.50	137,565.64	196,226.34	A
JUNE	153,283.36	140,820.63	142,226.25	B
JULY	141,981.10	133,121.01	134,449.78	B
AUGUST	148,671.63	134,839.16	136,185.08	B
SEPTEMBER	143,735.14	135,127.35	136,476.15	B
OCTOBER	144,825.61	136,261.81	137,621.93	B
NOVEMBER	142,399.25	130,339.54	131,640.55	B
DECEMBER	139,640.75	122,968.75	124,196.18	B

TOTALS **1,774,444.52** **1,635,037.63** **1,651,358.03**

Current Budget **1,492,000.00**

Projected Amt Over (Under) **159,358.03**



Projected Revenues

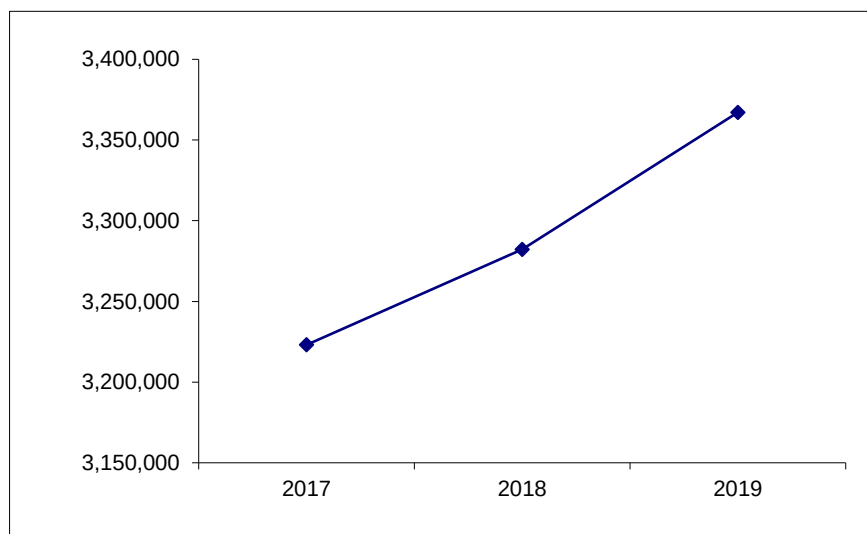
FOOD & BEVERAGE TAX

MONTH	2017 Actual	2018 Actual	2019
JANUARY	286,400.20	286,060.40	294,706.90
FEBRUARY	250,160.28	240,877.75	240,384.13
MARCH	243,551.14	238,794.28	252,281.45
APRIL	275,567.55	293,459.52	288,754.51
MAY	268,821.52	267,164.91	284,579.72
JUNE	286,842.30	289,225.82	296,716.16
JULY	279,817.29	280,926.34	288,201.74
AUGUST	271,403.37	279,641.19	286,883.31
SEPTEMBER	281,947.48	291,559.59	299,110.37
OCTOBER	266,573.93	263,629.18	270,456.62
NOVEMBER	261,202.21	280,238.16	287,495.74
DECEMBER	250,794.75	270,560.22	277,567.16

TOTALS	3,223,082.02	3,282,137.36	3,367,137.81
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Current Budget	3,243,500.00
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Projected Amt Over (Under)	123,637.81
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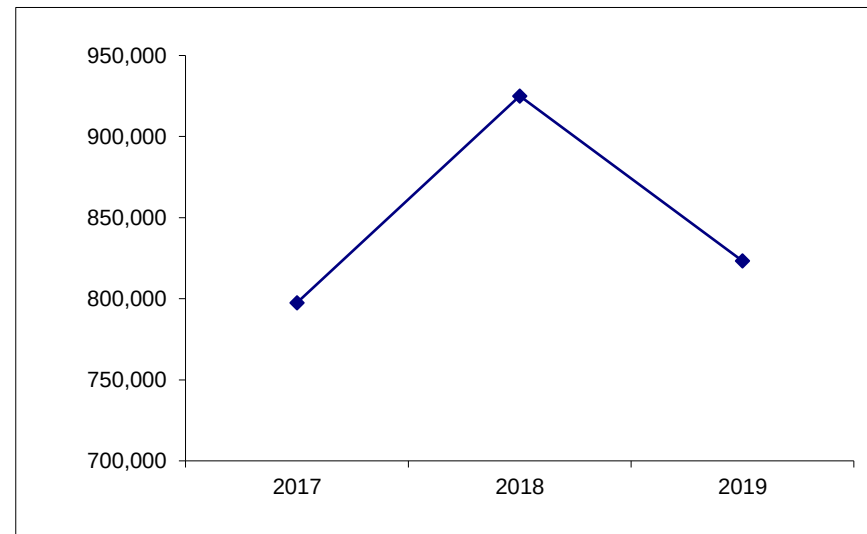
**HOTEL & MOTEL TAX**

MONTH	2017	2018	2019
	Actual	Actual	
JANUARY	35,251.30	43,682.49	64,313.97
FEBRUARY	36,364.73	52,237.60	61,319.56
MARCH	51,466.99	58,641.79	63,485.47
APRIL	54,146.46	73,099.04	74,250.77
MAY	58,327.36	85,446.49	8,314.95
JUNE	84,744.05	87,171.79	75,639.36
JULY	72,804.56	90,273.57	78,330.79
AUGUST	76,860.26	89,609.64	77,754.69
SEPTEMBER	121,765.56	97,965.63	105,656.53
OCTOBER	74,289.53	82,857.49	71,895.82
NOVEMBER	71,406.04	90,311.56	78,363.75
DECEMBER	60,072.92	73,736.68	63,981.65

TOTALS	797,499.76	925,033.77	823,307.31
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Current Budget	979,000.00
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Projected Amt Over (Under)	-155,692.69
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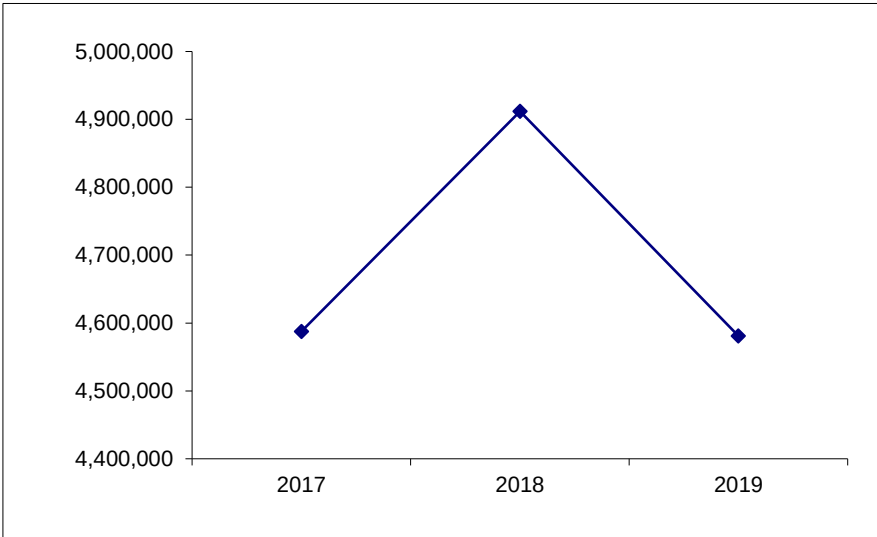


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

MONTH	2017	2018	2019
	Actual	Actual	
JANUARY	421,857.00	448,826.92	438,576.84
FEBRUARY	505,824.62	526,653.98	460,352.65
MARCH	425,726.95	480,198.77	474,658.04
APRIL	339,034.62	439,274.73	428,432.85
MAY	361,636.72	447,828.03	382,951.79
JUNE	327,273.91	374,471.63	349,247.15
JULY	358,194.35	375,577.99	350,278.99
AUGUST	373,740.81	389,378.27	363,149.68
SEPTEMBER	369,262.32	361,434.20	337,087.93
OCTOBER	353,897.31	365,581.97	340,956.30
NOVEMBER	341,024.62	338,504.71	315,702.97
DECEMBER	409,860.82	364,095.86	339,570.30

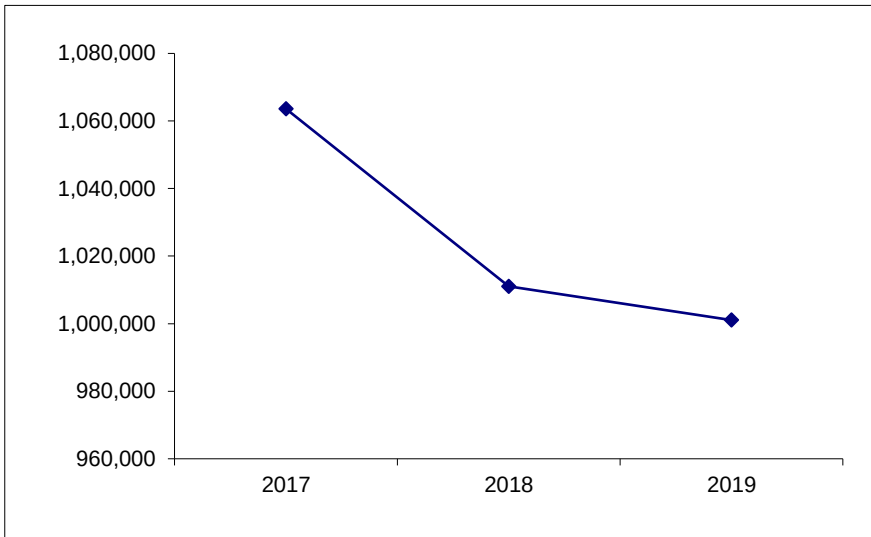
TOTALS	4,587,334.05	4,911,827.06	4,580,965.48
		Current Budget	5,644,000.00
		Projected Amt Over (Under)	-1,063,034.52



CABLE TV TAX

MONTH	2017 Actual	2018 Actual	2019
JANUARY	263,629.01	0.00	23,697.48
FEBRUARY	0.00	255,933.94	230,959.41
MARCH	0.00	0.00	-3,949.58
APRIL	244,146.92	21,185.00	20,506.15
MAY	24,893.20	231,760.00	232,638.55
JUNE	0.00	0.00	0.00
JULY	243,165.76	20,461.45	20,259.32
AUGUST	23,369.45	232,277.05	229,982.52
SEPTEMBER	0.00	0.00	0.00
OCTOBER	23,416.70	19,657.00	19,462.82
NOVEMBER	240,991.54	229,769.92	227,500.15
DECEMBER	0.00	0.00	0.00

TOTALS	1,063,612.58	1,011,044.36	1,001,056.82
		Current Budget	983,000.00
		Projected Amt Over (Under)	18,056.82

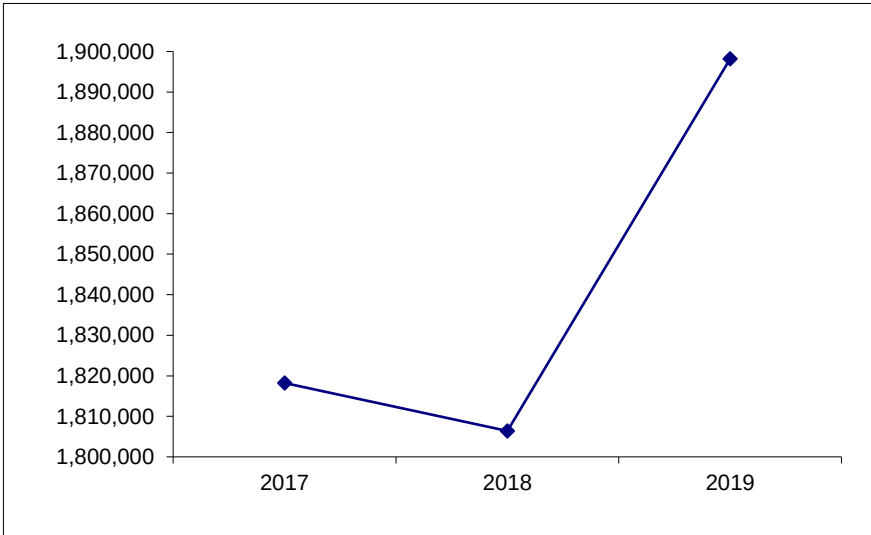


Projected Revenues

10 - LOCAL MOTOR FUEL TAX

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	150,936.34	149,553.75	159,147.06	A
FEBRUARY	146,142.38	137,640.35	152,188.41	A
MARCH	135,305.95	136,597.89	138,319.82	A
APRIL	151,248.96	150,285.42	151,298.12	A
MAY	129,212.75	148,104.17	157,917.70	A
JUNE	179,659.76	154,254.29	162,090.99	B
JULY	164,090.47	153,748.88	161,559.90	B
AUGUST	151,522.30	153,476.52	161,273.70	B
SEPTEMBER	154,447.56	159,427.41	167,526.92	B
OCTOBER	158,731.65	146,477.86	153,919.48	B
NOVEMBER	150,265.36	162,946.06	171,224.33	B
DECEMBER	146,671.67	153,884.42	161,702.33	B

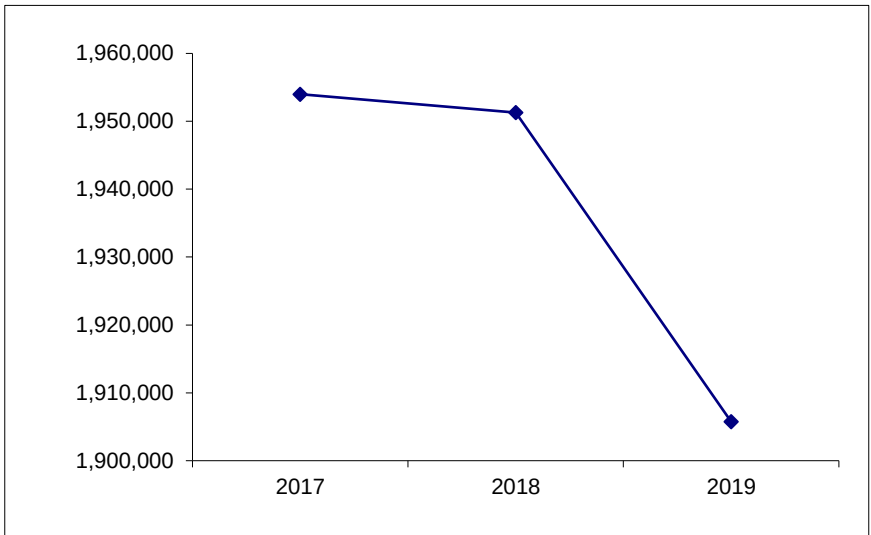
TOTALS	1,818,235.15	1,806,397.02	1,898,168.76
		Current Budget	1,781,000.00
		Projected Amt Over (Under)	117,168.76



46 - STATE MOTOR FUEL TAX

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	180,582.18	168,202.81	165,334.41	A
FEBRUARY	171,662.87	172,208.28	165,152.12	A
MARCH	163,670.32	149,193.94	150,206.84	A
APRIL	139,550.39	147,896.35	143,644.07	A
MAY	166,666.87	174,263.56	168,492.75	A
JUNE	168,983.84	160,430.31	156,688.21	B
JULY	134,194.40	147,026.88	143,597.42	B
AUGUST	175,956.02	172,563.52	168,538.41	B
SEPTEMBER	166,198.96	166,400.46	162,519.10	B
OCTOBER	146,908.04	139,001.37	135,759.11	B
NOVEMBER	168,198.50	182,371.66	178,117.77	B
DECEMBER	171,419.34	171,702.76	167,697.72	B

TOTALS	1,953,991.73	1,951,261.90	1,905,747.92
		Current Budget	1,940,000.00
		Projected Amt Over (Under)	-34,252.08



2015 & 2016 Delays in Distribution of MFT Tax due to State budget.

Projected Revenues

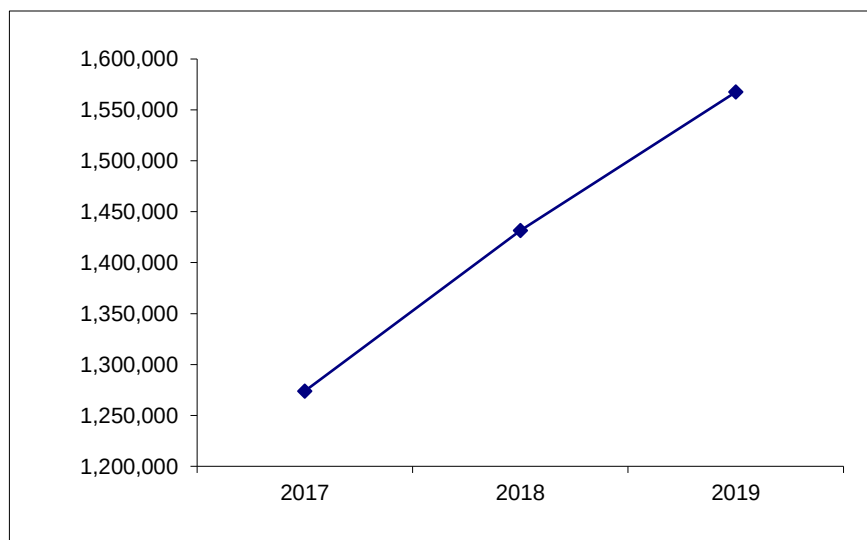
VIDEO GAMING TAX

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	94,954.28	110,674.81	121,069.82	A
FEBRUARY	100,623.42	112,057.54	129,642.72	A
MARCH	99,845.65	106,182.77	116,228.18	A
APRIL	105,585.44	123,418.04	130,548.27	A
MAY	126,789.50	146,340.22	157,988.48	A
JUNE	110,489.13	123,295.17	134,993.82	B
JULY	107,626.31	120,942.14	132,417.53	B
AUGUST	101,091.12	116,396.36	127,440.43	B
SEPTEMBER	100,252.19	117,722.43	128,892.32	B
OCTOBER	108,743.85	121,370.11	132,886.10	B
NOVEMBER	108,003.48	113,870.50	124,674.91	B
DECEMBER	109,939.69	119,417.04	130,747.72	B

TOTALS	1,273,944.06	1,431,687.13	1,567,530.29
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Current Budget	1,448,000.00
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Projected Amt Over (Under)	119,530.29
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2015 & 2016 Delays in Distribution of Video Gaming Tax due to State budget.

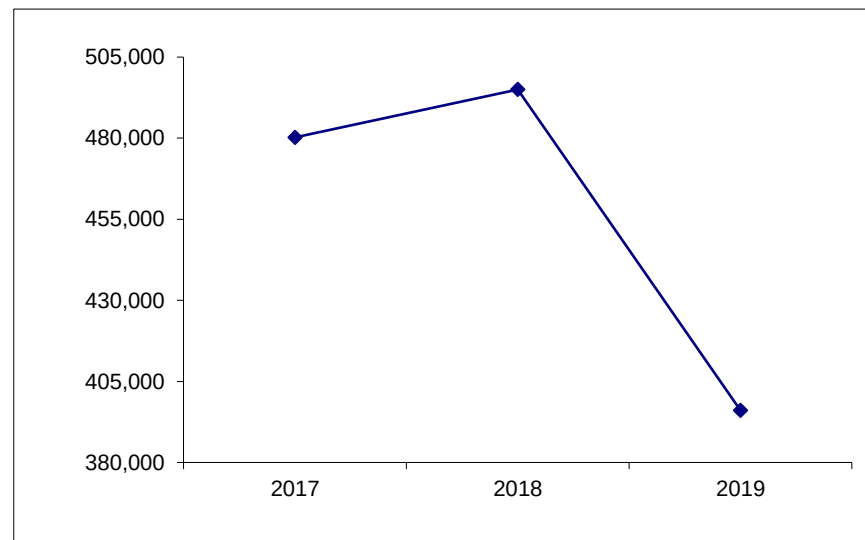
MFT REIMB - TRAFFIC SIGNALS

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	30,227.10	44,276.36	18,879.47	A
FEBRUARY	30,285.05	30,587.44	30,020.63	A
MARCH	37,579.08	57,817.61	-735.38	A
APRIL	35,516.45	31,169.52	37,576.45	A
MAY	34,648.66	40,715.78	68,033.51	A
JUNE	45,755.99	41,823.91	34,891.35	B
JULY	33,394.19	30,107.02	25,116.60	B
AUGUST	33,754.21	52,475.31	43,777.21	B
SEPTEMBER	32,655.06	51,296.11	42,793.47	B
OCTOBER	37,581.07	23,523.08	19,623.99	B
NOVEMBER	81,824.06	52,172.00	43,524.18	B
DECEMBER	47,035.87	39,035.86	32,565.43	B

TOTALS	480,256.79	495,000.00	396,066.91
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Current Budget	523,000.00
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Projected Amt Over (Under)	-126,933.09
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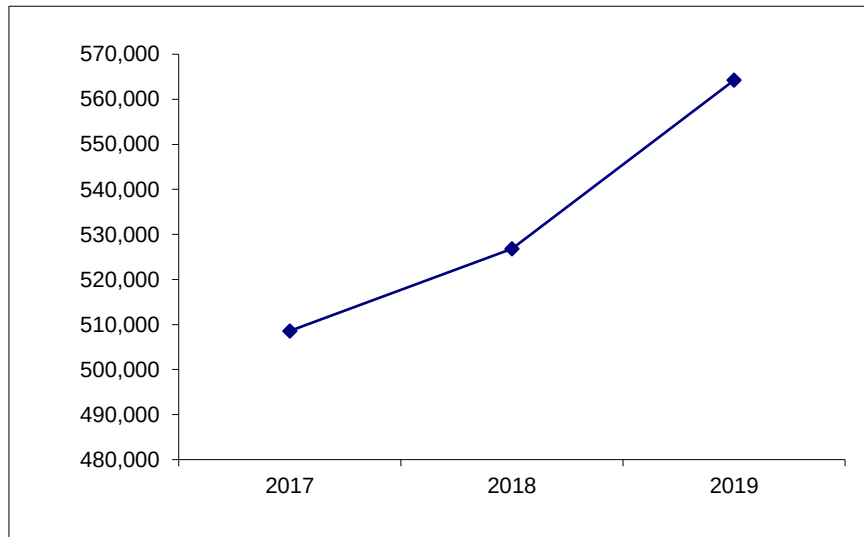


Projected Revenues

LIQUOR LICENSES

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	1,075.91	3,557.82	0.00	A
FEBRUARY	970.89	-1,242.18	200.00	A
MARCH	100.00	2,135.75	2,879.01	A
APRIL	29,187.48	19,600.00	14,200.00	A
MAY	239,985.85	248,925.00	291,950.00	A
JUNE	222,598.40	237,660.00	237,660.00	B
JULY	2,622.82	4,811.46	5,153.05	B
AUGUST	2,284.27	2,470.86	2,646.28	B
SEPTEMBER	2,117.60	200.00	214.20	B
OCTOBER	3,333.70	7,129.20	7,635.34	B
NOVEMBER	7,746.77	200.00	214.20	B
DECEMBER	-3,455.80	1,374.90	1,472.51	B

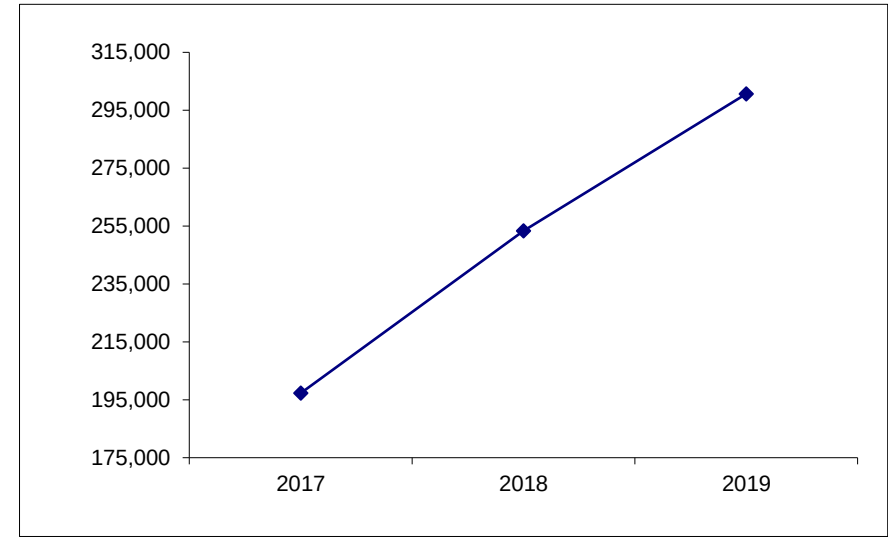
TOTALS	508,567.89	526,822.81	564,224.58
		Current Budget	534,000.00
	Projected Amt Over (Under)		30,224.58



BUILDING PERMITS

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	25,018.70	14,620.20	5,682.20	A
FEBRUARY	8,294.50	18,038.60	20,701.00	A
MARCH	17,266.45	7,954.30	18,438.40	A
APRIL	12,932.95	23,408.65	23,076.00	A
MAY	29,240.40	9,785.80	19,706.30	A
JUNE	16,116.75	14,818.50	17,588.42	B
JULY	7,629.90	34,945.00	41,477.03	B
AUGUST	15,033.10	48,329.20	57,363.05	B
SEPTEMBER	18,288.60	24,195.00	28,717.61	B
OCTOBER	22,135.50	16,196.10	19,223.53	B
NOVEMBER	19,111.40	30,409.97	36,094.30	B
DECEMBER	6,208.40	10,605.60	12,588.03	B

TOTALS	197,276.65	253,306.92	300,655.88
		Current Budget	271,000.00
		Projected Amt Over (Under)	29,655.88

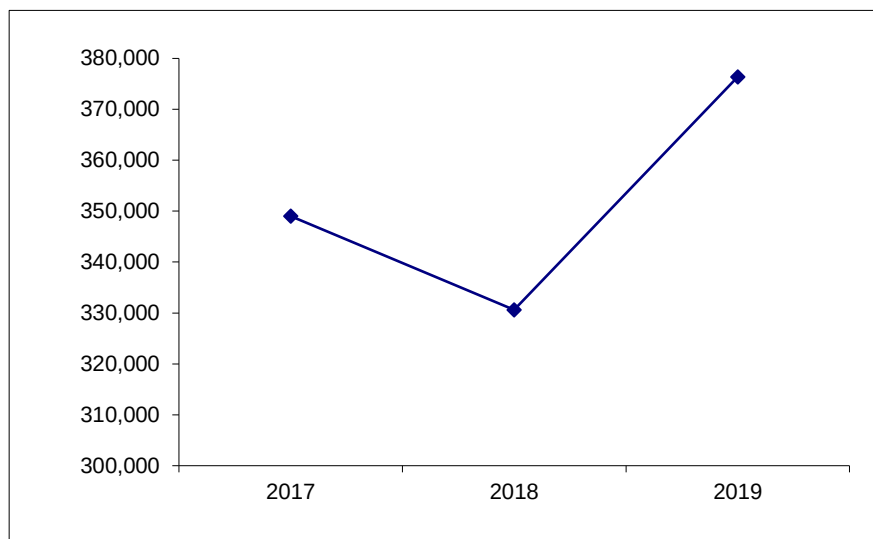


Projected Revenues

ILLEGAL USE OF VEHICLE

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	31,545.00	25,185.00	27,000.00	A
FEBRUARY	24,985.00	22,135.00	22,575.00	A
MARCH	33,705.00	29,625.00	38,610.00	A
APRIL	32,640.00	21,770.00	28,085.00	A
MAY	32,010.00	30,500.00	30,830.00	A
JUNE	26,635.00	23,700.00	26,980.38	B
JULY	26,620.00	29,500.02	33,583.20	B
AUGUST	33,800.00	33,750.00	38,421.43	B
SEPTEMBER	27,970.00	26,765.00	30,469.62	B
OCTOBER	29,250.00	30,000.00	34,152.38	B
NOVEMBER	29,285.00	28,910.00	32,911.51	B
DECEMBER	20,560.00	28,775.00	32,757.83	B

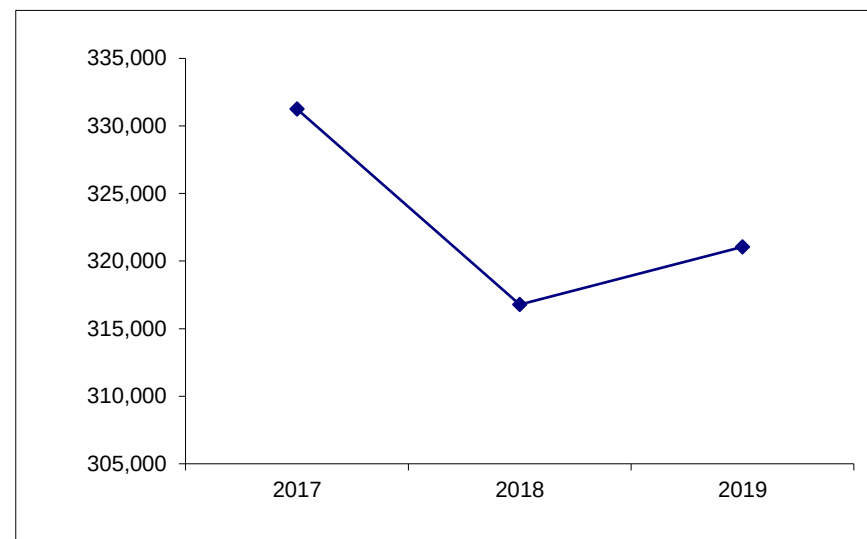
TOTALS	349,005.00	330,615.02	376,376.35
		Current Budget	296,000.00
	Projected Amt Over (Under)		80,376.35



PARKING

MONTH	2017 Actual	2018 Actual	2019
JANUARY	34,895.44	25,619.67	22,100.52
FEBRUARY	25,606.25	23,129.88	36,218.34
MARCH	30,864.70	26,877.78	24,445.60
APRIL	27,249.73	23,927.45	22,961.08
MAY	28,420.56	25,863.39	21,383.85
JUNE	25,376.53	26,511.27	26,868.77
JULY	18,039.29	24,812.73	25,147.32
AUGUST	50,159.05	43,872.98	44,464.59
SEPTEMBER	19,306.30	28,082.95	28,461.64
OCTOBER	25,869.73	23,231.48	23,544.75
NOVEMBER	21,431.35	22,420.50	22,722.83
DECEMBER	24,039.14	22,432.56	22,735.06

TOTALS	331,258.07	316,782.64	321,054.34
		Current Budget	305,000.00
		Projected Amt Over (Under)	16,054.34

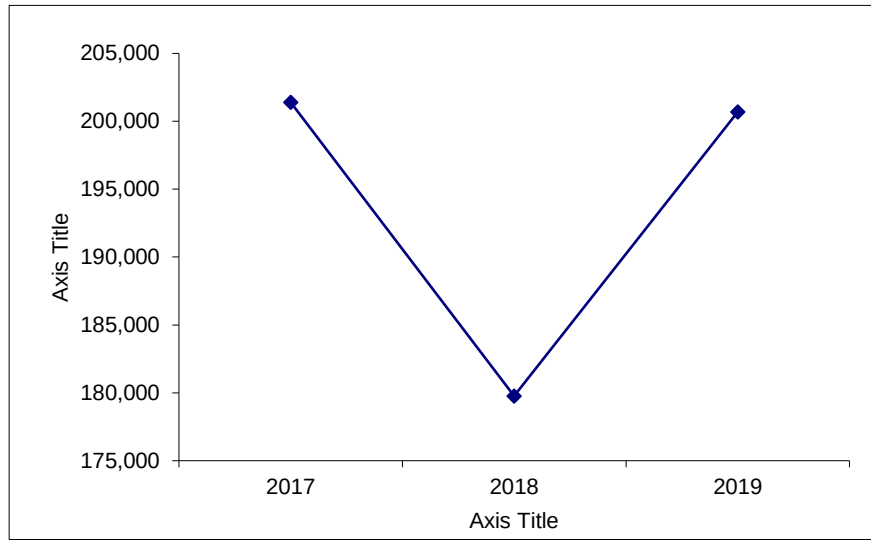


Projected Revenues

COURT FINES

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	10,760.71	10,310.57	10,708.29	A
FEBRUARY	15,484.21	16,396.46	14,279.89	A
MARCH	22,565.22	18,502.94	16,634.20	A
APRIL	27,343.14	18,375.38	23,833.76	A
MAY	21,521.83	14,424.37	21,630.51	A
JUNE	15,702.61	18,923.75	21,125.65	B
JULY	16,387.61	12,638.14	14,108.67	B
AUGUST	14,397.63	13,221.67	14,760.10	B
SEPTEMBER	12,749.30	15,467.05	17,266.74	B
OCTOBER	17,947.15	13,584.22	15,164.83	B
NOVEMBER	11,424.05	15,021.58	16,769.44	B
DECEMBER	15,111.69	12,902.24	14,403.50	B

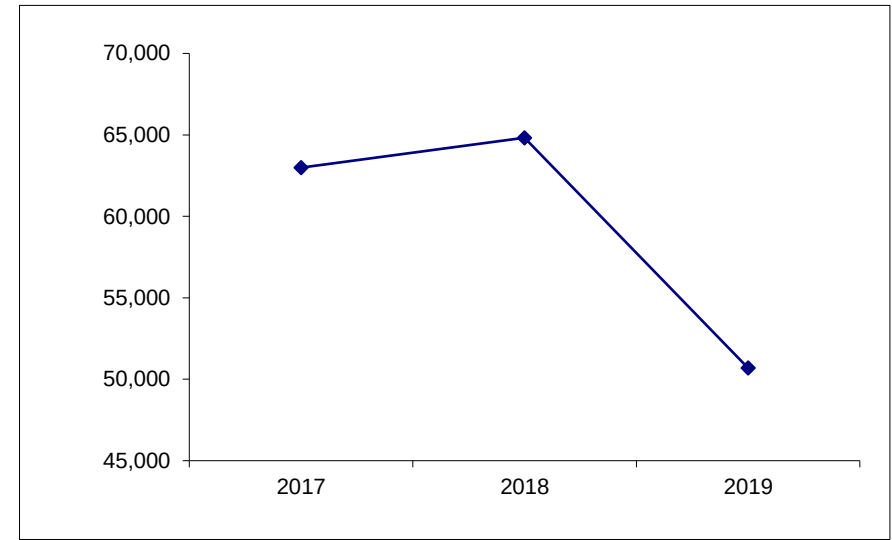
TOTALS	201,395.15	179,768.37	200,685.57	
		Current Budget	163,000.00	
		Projected Amt Over (Under)	37,685.57	



WEED CUTTING FEES

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	989.42	3,807.13	2,271.97	A
FEBRUARY	2,521.07	3,931.13	3,819.83	A
MARCH	2,818.12	2,037.54	2,469.83	A
APRIL	2,281.59	4,814.15	2,080.23	A
MAY	4,455.68	2,360.16	2,613.10	A
JUNE	4,438.63	5,661.41	4,427.21	B
JULY	11,847.73	9,014.88	7,049.62	B
AUGUST	5,847.73	7,323.28	5,726.79	B
SEPTEMBER	7,593.47	8,187.05	6,402.26	B
OCTOBER	9,691.65	6,621.86	5,178.28	B
NOVEMBER	4,602.94	5,201.77	4,067.78	B
DECEMBER	5,907.96	5,863.87	4,585.54	B

TOTALS	62,995.99	64,824.23	50,692.45	
		Current Budget	71,000.00	
		Projected Amt Over (Under)	-20,307.55	

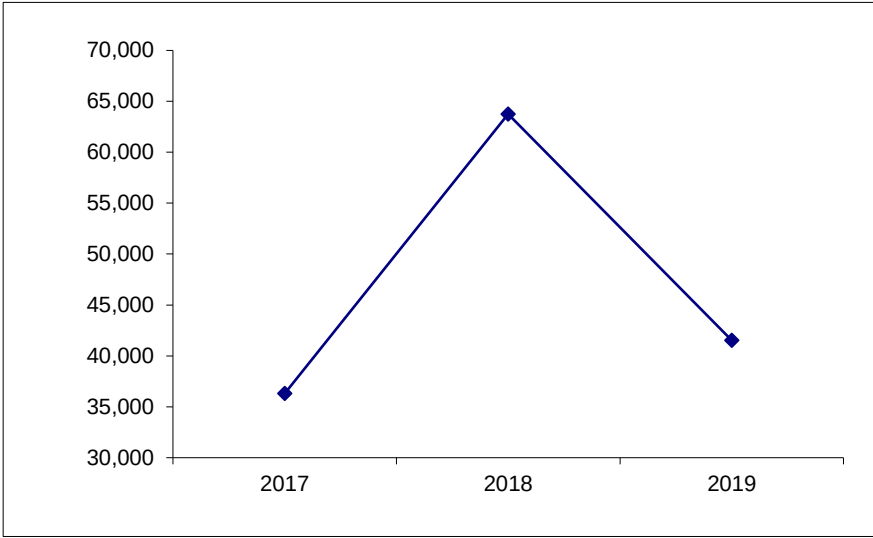


Projected Revenues

DEMOLITION PAYMENTS

MONTH	2017 Actual	2018 Actual	2019	
JANUARY	3,094.52	4,085.00	4,585.00	A
FEBRUARY	3,461.25	3,875.00	10,505.00	A
MARCH	4,200.29	3,144.19	6,274.00	A
APRIL	3,523.62	20,411.18	3,865.00	A
MAY	3,599.02	11,821.98	3,000.00	A
JUNE	3,210.00	3,035.00	1,976.93	B
JULY	2,815.00	2,040.00	1,328.81	B
AUGUST	1,870.00	2,030.00	1,322.30	B
SEPTEMBER	2,875.00	2,420.00	1,576.33	B
OCTOBER	3,020.00	5,559.00	3,621.01	B
NOVEMBER	2,185.00	2,140.00	1,393.95	B
DECEMBER	2,450.00	3,187.75	2,076.43	B

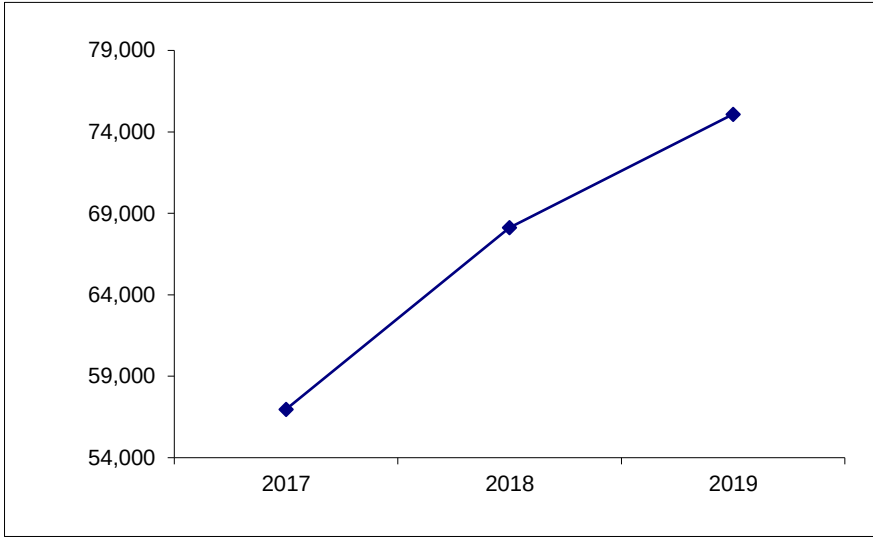
TOTALS	36,303.70	63,749.10	41,524.77
		Current Budget	36,000.00
		Projected Amt Over (Under)	5,524.77



PET CITATIONS

MONTH	2017 Actual	2018 Actual	2019
JANUARY	4,675.88	5,624.07	8,692.94
FEBRUARY	5,654.45	7,221.22	5,235.09
MARCH	8,731.32	5,186.78	6,595.50
APRIL	3,253.46	8,265.15	6,308.48
MAY	3,536.29	4,968.92	7,633.12
JUNE	5,529.30	6,788.27	7,482.81
JULY	3,839.14	5,252.51	5,789.92
AUGUST	4,990.87	4,907.22	5,409.30
SEPTEMBER	4,582.53	4,534.14	4,998.05
OCTOBER	3,498.17	5,145.10	5,671.52
NOVEMBER	4,408.19	5,534.30	6,100.54
DECEMBER	4,273.00	4,686.01	5,165.46

TOTALS	56,972.60	68,113.69	75,082.73
		Current Budget	72,000.00
		Projected Amt Over (Under)	3,082.73

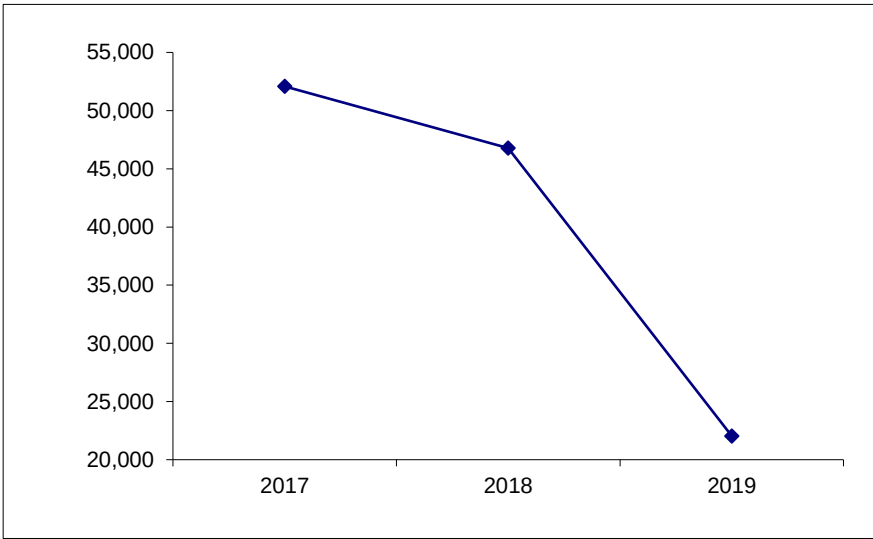


Projected Revenues

TRASH & CLEAN UP FINES

MONTH	2017 Actual	2018 Actual	2019
JANUARY	3,818.84	3,609.33	2,063.25
FEBRUARY	4,666.95	3,787.96	3,361.52
MARCH	5,502.65	4,694.36	1,956.83
APRIL	4,430.58	7,245.08	2,328.31
MAY	6,571.89	5,911.57	2,190.26
JUNE	2,680.88	3,782.95	1,783.00
JULY	6,230.35	3,381.33	1,593.71
AUGUST	5,026.82	1,413.04	666.00
SEPTEMBER	1,819.81	3,266.28	1,539.48
OCTOBER	4,837.59	3,208.97	1,512.47
NOVEMBER	2,939.72	3,488.72	1,644.32
DECEMBER	3,555.16	2,980.69	1,404.88

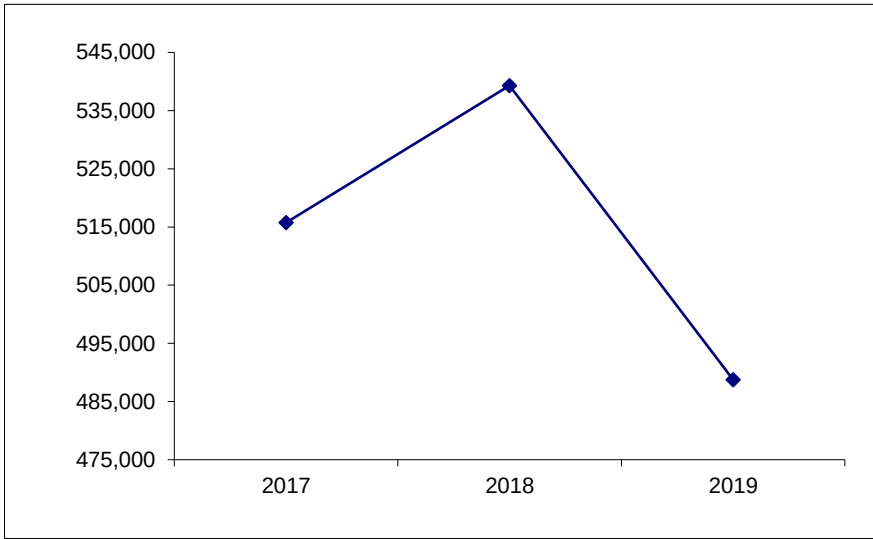
TOTALS	52,081.24	46,770.28	22,044.03
		Current Budget	45,000.00
		Projected Amt Over (Under)	-22,955.97



70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2017	2018	2019
	Actual	Actual	
JANUARY	34,882.01	45,559.71	45,046.44
FEBRUARY	45,922.48	43,625.01	32,929.29
MARCH	39,319.53	48,998.55	46,096.19
APRIL	44,321.58	42,816.48	38,771.73
MAY	50,013.85	47,228.27	44,000.59
JUNE	49,318.54	46,871.57	42,479.95
JULY	42,138.97	49,084.46	44,485.50
AUGUST	43,030.86	42,846.16	38,831.70
SEPTEMBER	40,404.95	36,585.25	33,157.40
OCTOBER	42,457.11	46,566.68	42,203.62
NOVEMBER	47,406.69	47,131.72	42,715.72
DECEMBER	36,533.29	41,983.35	38,049.73

TOTALS	515,749.86	539,297.21	488,767.86
		Current Budget	573,500.00
		Projected Amt Over (Under)	-84,732.14

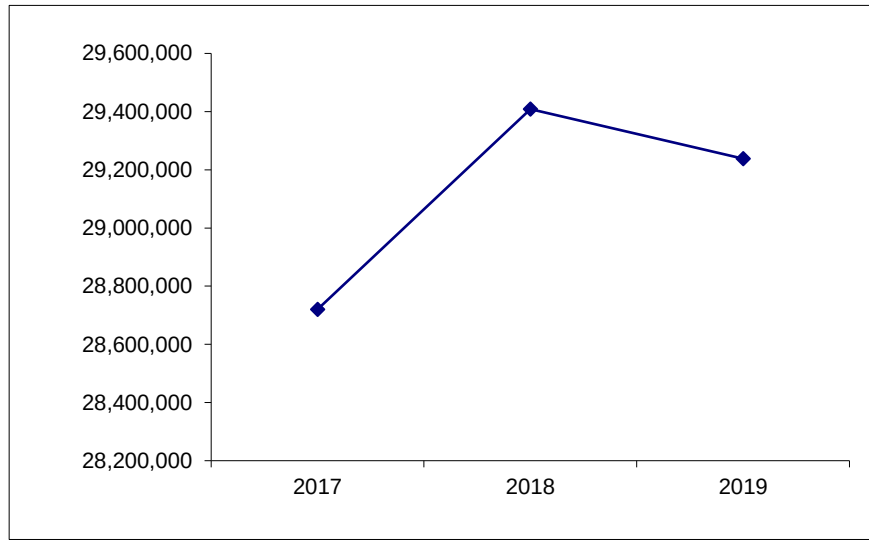


Projected Revenues

80-WATER SALES

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	2,250,636.79	2,293,291.51	2,351,341.46	A
FEBRUARY	2,293,297.02	2,442,137.29	2,242,273.32	A
MARCH	2,197,191.32	2,261,077.95	2,222,173.29	A
APRIL	2,184,431.48	2,266,796.70	2,394,053.83	A
MAY	2,202,704.25	2,369,942.81	2,355,839.83	A
JUNE	2,402,041.11	2,419,949.18	2,405,894.40	B
JULY	2,635,067.97	2,728,893.44	2,713,044.35	B
AUGUST	2,682,475.15	2,713,394.06	2,697,634.99	B
SEPTEMBER	2,554,863.90	2,537,524.98	2,522,787.33	B
OCTOBER	2,546,500.96	2,694,323.29	2,678,674.98	B
NOVEMBER	2,506,148.97	2,309,920.81	2,296,505.06	B
DECEMBER	2,264,904.88	2,371,261.26	2,357,489.25	B

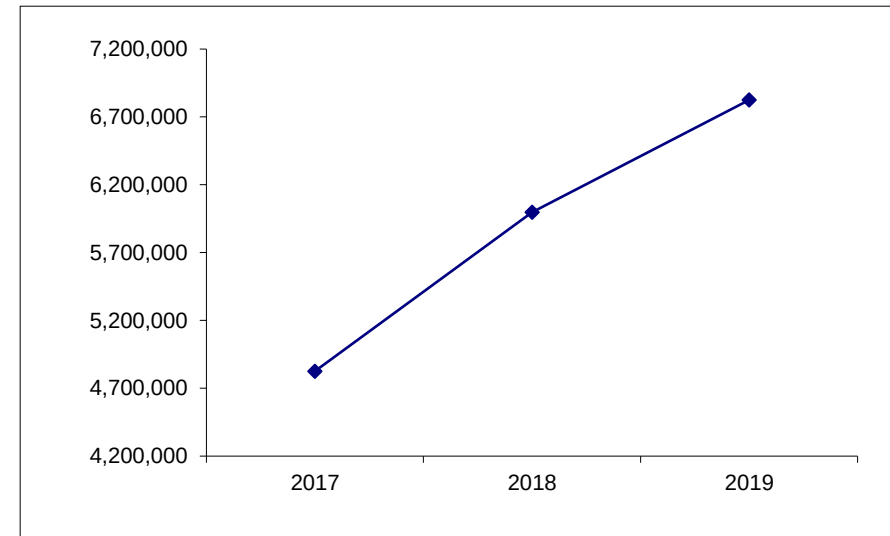
TOTALS	28,720,263.80	29,408,513.28	29,237,712.08
		Current Budget	30,510,000.00
		Projected Amt Over (Under)	-1,272,287.92



79-SEWER USER FEE

MONTH	2017 Actual	2018 Actual	2019
JANUARY	365,842.90	415,444.15	536,913.54 A
FEBRUARY	365,908.81	442,619.44	528,670.89 A
MARCH	357,535.86	478,868.69	514,248.22 A
APRIL	336,921.75	466,503.07	484,357.08 A
MAY	374,139.45	470,323.66	522,758.57 A
JUNE	383,450.74	473,070.74	538,231.86 B
JULY	455,323.40	573,124.51	652,067.11 B
AUGUST	455,272.26	605,402.59	688,791.20 B
SEPTEMBER	434,296.55	523,184.44	595,248.26 B
OCTOBER	460,110.01	551,480.24	627,441.55 B
NOVEMBER	409,171.38	491,779.35	559,517.41 B
DECEMBER	428,287.26	506,416.61	576,170.82 B

TOTALS	4,826,260.37	5,998,217.49	6,824,416.51
		Current Budget	6,596,420.00
		Projected Amt Over (Under)	227,996.51

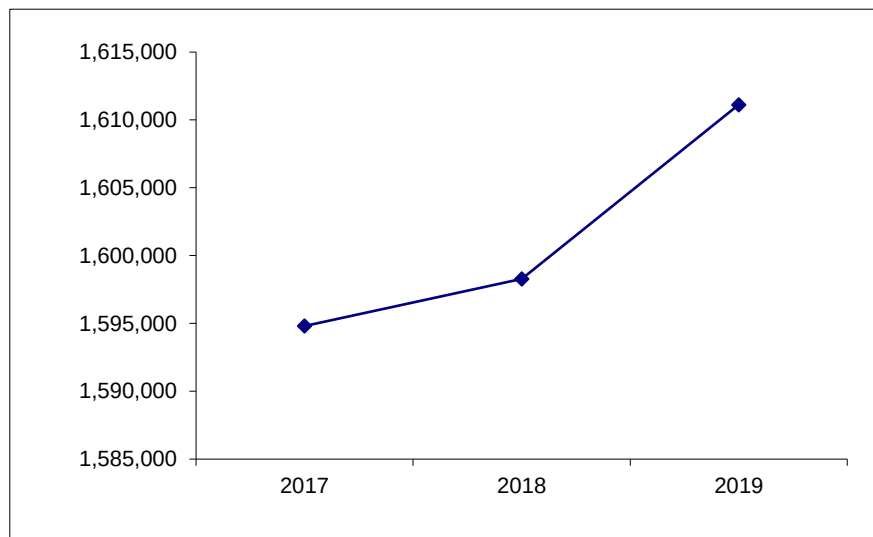


Projected Revenues

78-STORM WATER FEE

MONTH	2017	2018	2019	
	Actual	Actual		
JANUARY	122,042.07	130,857.73	128,327.75	A
FEBRUARY	115,726.29	115,722.81	115,551.12	A
MARCH	131,044.00	119,204.08	121,497.63	A
APRIL	164,375.29	178,640.07	180,885.60	A
MAY	153,955.37	143,262.25	146,945.78	A
JUNE	120,950.54	116,699.68	117,636.58	B
JULY	121,951.59	125,217.69	126,222.97	B
AUGUST	121,622.82	126,195.38	127,208.51	B
SEPTEMBER	109,785.43	104,206.95	105,043.55	B
OCTOBER	165,672.68	186,458.32	187,955.26	B
NOVEMBER	150,828.65	134,557.14	135,637.40	B
DECEMBER	116,855.56	117,265.90	118,207.34	B

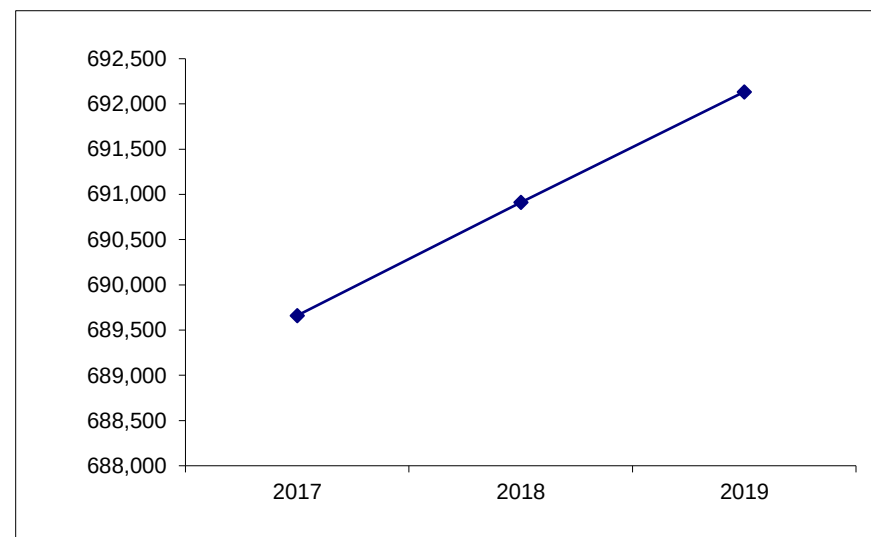
TOTALS	1,594,810.29	1,598,288.00	1,611,119.50
		Current Budget	1,593,365.00
		Projected Amt Over (Under)	17,754.50



88-RECYCLING FEES

MONTH	2017 Actual	2018 Actual	2019
JANUARY	53,670.25	63,834.61	64,379.60
FEBRUARY	57,220.17	53,318.46	54,592.19
MARCH	63,538.06	59,585.33	57,077.42
APRIL	52,781.31	58,097.70	58,071.44
MAY	61,173.86	61,352.11	62,591.84
JUNE	60,215.22	55,252.91	55,350.71
JULY	61,089.08	57,379.32	57,480.89
AUGUST	55,537.02	64,706.87	64,821.41
SEPTEMBER	56,982.47	47,989.41	48,074.36
OCTOBER	54,207.31	61,664.86	61,774.01
NOVEMBER	59,900.37	56,683.15	56,783.48
DECEMBER	53,345.70	51,046.09	51,136.45

TOTALS	689,660.82	690,910.82	692,133.79
		Current Budget	698,000.00
	Projected Amt Over (Under)		-5,866.21



Financial Management

DATE: 6/12/2019

MEMO: Letter to the Decatur City Council Financial Management Department 2019 - 04

TO: Honorable Mayor Moore Wolfe,
City Council Members

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

ATTACHMENTS:

Description	Type
Letter to Council	Cover Memo
Ordinance	Ordinance

LETTER to the DECATUR CITY COUNCIL
Financial Management Department
#2019 – 04

DATE: June 12, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds, Series 2019 of the city for one or more of the following purposes: refunding certain outstanding bonds of the city, improving the Decatur Public Library and resurfacing and improving the Library parking lot; providing for the levy of taxes to pay the bonds; and providing for the sale of the bonds to the purchasers thereof.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Parameters Ordinance, which upon Council approval and passage, will authorize the City to issue 2019 Series bond debt, to finance the refunding of the City's General Obligation Series 2010A bond debt, provide the financing for resurfacing and improvements to the Decatur Public Library parking lot, and provide the financing for improvements to the air handling system in the Decatur Public Library facility.

BACKGROUND:

In 2010, City Council approved the issuance of General Obligation Bonds Series 2010A, with Par value amount of \$8,715,000, to finance the refunding of certain General Obligation Series 2005 and Series 2008 debts of the city, with principal and interest payable 20% from the property tax levy, 55% from the incremental property tax revenues of the Olde Towne TIF, and 25% from the incremental property tax revenues of the Near North TIF (Wabash Crossing).

City has paid principal and interest whereas the outstanding principal balance of the Series 2010A bonds is \$7,235,000.

Financial analysis indicates that the city will save debt service interest financing costs amounting to a net present value amount approximating \$400,000, over the remaining life of the debt with debt maturity date of December 15, 2030, with refinancing of this debt, given current market interest rates.

Coupon rates for the bonds to be refinanced ranged from 4.75% to 6.50%.

Coupon rates estimated for the refunding bonds are predicted to be less than 4.00%

Financial analysis indicates that the city will save approximately \$50,000 per year on a cash basis in interest financing costs over the remaining 10 years to maturity of the debt.

The City will continue to service the debt payments with principal and interest payable 20% from the property tax levy, 55% from the incremental property tax revenues of the Olde Towne TIF, and 25% from the incremental property tax revenues of the Near North TIF (Wabash Crossing).

The refunding of this debt and the interest savings projected will facilitate cost savings in debt service from the Olde Towne TIF fund which, due to under-performing incremental assessed value and resultant under-performing incremental property tax revenues, will prevent funding requirement from the City General Fund.

This Ordinance request also provides approval for the issuance of debt to secure funding for the financing of the resurfacing and improvements to the Decatur Public Library parking lot and provide the financing for improvements to the air handling system in the Decatur Public Library facility.

Debt service principal and interest costs for the resurfacing and improvements to the Decatur Public Library parking lot and improvements to the air handling system in the Decatur Public Library facility, will be abated from the Property Tax levy with debt service costs payable from city revenues received from rent occupancy payments from the Decatur Public Library.

This ordinance provides the city with flexibility to determine the financing method to fund the Decatur Public Library parking lot and improvements to the air handling system in the Decatur Public Library facility.

As defined within the Ordinance, financing for these capital projects can be funded with the sale of the bonds to Raymond James & Associates, in a negotiated underwriting, or to a local bank or banks, in a direct placement. The City will decide the manner of sale at the appropriate time that is in the best interests of the City.

This ordinance will establish not to exceed financing parameters to be used as the maximum limits authorized for the bonds. The parameters in the ordinance are as follows:

For the refunding bonds:

Maximum Par Value	\$ 7,000,000
Maximum annual payment	\$ 1,000,000
Maximum coupon rate	5.0%
Maximum maturity date	December 15, 2030
Optional call date	not later than December 15, 2029
Maximum annual levy	\$ 1,100,000

For the capital project bonds:

Maximum Par Value	\$ 2,300,000
Maximum annual payment	\$ 300,000
Maximum coupon rate	5.0%
Maximum maturity date	December 15, 2039
Optional call date	not later than December 15, 2029
Maximum annual levy	\$ 325,000

The City will use the BrechnitzGroup as an agent for sale of bonds to investors, Raymond James & Associates as the underwriter; Speer Financial, Inc. as financial advisor; and Chapman and Cutler, LLP, as bond counsel.

POTENTIAL OBJECTIONS:

There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES:

Speer Financial, Inc., Debt Issuance Financial Advisor,
Raymond James and Associates, Inc., Underwriter,
Chapman & Cutler, LLP., Bond Counsel

STAFF REFERENCES:

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

BUDGET/TIME IMPLICATIONS:

Council passage of this ordinance will amend the 2019 budget to include revenue based on the proceeds received at the time of sale, provide the appropriation authority for the city to incur the transaction closing costs, appropriation authority to incur the debt settlement payoff costs of the Series 2010A debt, appropriation authority to incur the construction costs associated with the improvements and resurfacing of the Library parking lot, and appropriation authority to incur costs associated with the air handling system improvements to the Library facility.

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to finance one or more of the following: refunding certain outstanding bonds of said City, improving the Decatur Public Library and resurfacing and improving the Decatur Public Library parking lot; authorizing designated officials to sell said bonds by the execution of one or more notifications of sale; providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to the purchasers thereof; and further providing for the execution of an escrow agreement in connection with such issuance.

Adopted by the Council on the
17th day of June, 2019.

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EXHIBIT A — Form of Escrow Agreement

This Table of Contents is for convenience only and is not a part of the Ordinance.

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to finance one or more of the following: refunding certain outstanding bonds of said City, improving the Decatur Public Library and resurfacing and improving the Decatur Public Library parking lot; authorizing designated officials to sell said bonds by the execution of one or more notifications of sale; providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to the purchasers thereof; and further providing for the execution of an escrow agreement in connection with such issuance.

WHEREAS by virtue of its population, the City of Decatur, Macon County, Illinois (the “City”), and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS on the 25th day of February, 1982, the Council of the City (the “Council”) did adopt an ordinance determining the procedures to be followed in the borrowing of money for public purposes of the City and in evidence of such borrowing the issuing of full faith and credit bonds of the City without referendum approval, such ordinance being entitled:

ORDINANCE NO. 82-22

AN ORDINANCE establishing procedures to be followed in incurring indebtedness for corporate purposes, issuing bonds to evidence such indebtedness and directing the levying of taxes, without limit as to rate or amount, for the purpose of paying principal and interest on such bonds as the same become due.

(the “*Enabling Ordinance*”); and

WHEREAS the City has heretofore issued the following outstanding and validly subsisting and unpaid general obligations:

TAXABLE GENERAL OBLIGATION BONDS, SERIES 2010A

Original Principal Amount: \$8,715,000

Dated: December 7, 2010

Due December 15 as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2019	495,000	4.750
2020	520,000	4.750
2021	545,000	5.000
2022	580,000	5.000
2023	815,000	5.250
2024	855,000	5.500
2025	635,000	5.700
2026	680,000	5.875
2027	715,000	6.000
2028	450,000	6.300
2030	945,000	6.500

which bonds due on and after December 15, 2021, may be called for redemption on December 15, 2020, at the redemption price of par plus accrued interest (hereinafter the "*Prior Bonds*").

WHEREAS the Prior Bonds bear interest at higher rates than those currently available in the bond markets and may be refunded for net debt service savings; and

WHEREAS pursuant to the hereinafter defined Act, the City is authorized to issue general obligation bonds to accomplish the refunding of all or a selected portion of the Prior Bonds (the "*Refunding*"); and

WHEREAS the Council does hereby determine that it is necessary and desirable to borrow not to exceed \$7,000,000 at this time pursuant to the Act to provide for the Refunding and, in evidence of such borrowing, issue its full faith and credit bonds in the principal amount of not to exceed \$7,000,000 (the "*Refunding Bonds*"); and

WHEREAS the Council does hereby further determine that it is necessary and desirable that certain officials of the City be authorized to sell the Refunding Bonds and, accordingly, it is necessary that such officials be so authorized within certain parameters as hereinafter set forth; and

WHEREAS the Council does hereby further determine that it is advisable and in the best interests of the City and its residents to undertake one or both of the following: (i) improve the Decatur Public Library and (ii) resurface and improve the Library parking lot (collectively, the “*Project*”), all in accordance with the preliminary estimate of costs, which have been approved by the Council and are now on file in the office of the City Clerk of the City (including the engineering, legal, financial and administrative expense related thereto); and

WHEREAS the estimated cost of the Project is not less than \$2,300,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS pursuant to the Act, the City is authorized to issue its general obligation bonds in an amount not to exceed \$2,300,000 to pay the costs of the Project; and

WHEREAS the Council does hereby further determine that it is necessary and desirable to borrow not to exceed \$2,300,000 at this time pursuant to the Act to pay the costs of the Project and, in evidence of such borrowing, issue its full faith and credit bonds in the principal amount of not to exceed \$2,300,000 (the “*Project Bonds*”):

NOW THEREFORE Be It Ordained by the Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers and in accordance with the Enabling Ordinance, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are defined in the preambles.

City

Council

Enabling Ordinance

Prior Bonds

Project

Project Bonds

Refunding

Refunding Bonds

B. The following words and terms are defined as set forth.

“Act” means, collectively, the Illinois Municipal Code, as supplemented and amended, the home rule powers of the City under Section 6 of Article VII of the Illinois Constitution of 1970 and the Enabling Ordinance adopted pursuant to such home rule powers; and, in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“Bond” or *“Bonds”* means one or more, as applicable, of the not to exceed \$9,300,000 General Obligation Refunding Bonds of the City, authorized to be issued by this Ordinance.

“Bond Fund” means the Bond Fund established and defined in Section 15 of this Ordinance.

“Bond Notification” means each Bond Notification as authorized to be executed by the Designated Officials of the City in Section 14 of this Ordinance and by which the final terms of Bonds will be established.

“Bond Register” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” means U.S. Bank National Association, Indianapolis, Indiana, or a successor thereto or a successor designated as Bond Registrar hereunder; *provided, however*, the Bond Registrar for the Project Bonds may be the Purchaser thereof.

“City Clerk” means the City Clerk of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“County Clerk” means the County Clerk of The County of Macon, Illinois.

“Designated Officials” means the Mayor, the City Manager of the City and the Director of Finance of the City, acting together.

“Escrow Agent” means U.S. Bank National Association, Indianapolis, Indiana, or a successor thereto or a successor designated as Escrow Agent under the Escrow Agreement.

“Escrow Agreement” means the agreement by and between the City and the Escrow Agent as authorized in Section 15 hereof and set forth as *Exhibit A*.

“Mayor” means the Mayor of the City.

“Ordinance” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Council on the 17th day of June, 2019.

“Paying Agent” means U.S. Bank National Association, Indianapolis, Indiana, or a successor thereto or a successor designated as Paying Agent hereunder; *provided, however*, the Paying Agent for the Project Bonds may be the Purchaser thereof.

“Pledged Taxes” means the taxes levied on the taxable property within the City to pay principal of and interest on the Bonds as made in Section 12 hereof.

“Purchaser” means (i) for the Refunded Bonds, Raymond James & Associates, Inc., Chicago, Illinois (*“Raymond James”*), and (ii) for the Project Bonds, (a) in a negotiated underwriting, Raymond James, or (b) in a private placement, a bank or financial institution authorized to do business in the State of Illinois.

“Refunded Bonds” means those of the Prior Bonds actually selected to be refunded pursuant to the Escrow Agreement.

“Tax-exempt” means, with respect to the Project Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

“Term Bonds” means Bonds subject to mandatory redemption and designated as term bonds in the Bond Notification.

“Treasurer” means the Treasurer of the City.

Section 2. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and desirable to provide for the Refunding, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Refunding Bonds for such purposes. It is also necessary and desirable to undertake the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Project Bonds for any or all such purposes. It is hereby found and determined that each such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for such costs, there shall be issued and sold the Bonds, in one or more series as may be specified in the Bond Notification, in the aggregate principal amount of not to exceed \$7,000,000 for the Refunding Bonds and not to exceed \$2,300,000 for the Project Bonds.

The Refunding Bonds shall each be designated "*Taxable General Obligation Refunding Bond, Series 2019A*" or such other name or names or series designation as may be appropriate and as stated in the Bond Notification therefor. The Refunding Bonds, if issued, shall be dated such date (not prior to June 15, 2019, and not later than December 31, 2019) as set forth in the Bond Notification therefor, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Refunding Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Refunding Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) as shall be set forth in the Bond Notification therefor, and in such principal amounts as shall be set forth therein; *provided, however*, that the final maturity shall be due on or before December 15, 2030, and each maturity or sinking fund payment shall not exceed \$1,000,000. Each Refunding Bond shall bear interest, at a rate not to exceed 5.00% per annum, from the later of its dated date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Refunding Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on December 15, 2019, or as provided in the Bond Notification therefor.

The Project Bonds shall each be designated "*General Obligation Bond, Series 2019B Project*" or such other name or names or series designation as may be appropriate and as stated in the Bond Notification therefor. The Project Bonds, if issued, shall be dated such date (not prior to June 15, 2019, and not later than December 31, 2019) as set forth in the Bond Notification therefor, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Project Bond

shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Project Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) as shall be set forth in the Bond Notification therefor, and in such principal amounts as shall be set forth therein; *provided, however*, that the final maturity shall be due on or before December 15, 2039, and each maturity or sinking fund payment shall not exceed \$300,000. Each Project Bond shall bear interest, at a rate not to exceed 5.00% per annum, from the later of its dated date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Project Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on December 15, 2019, or as provided in the Bond Notification therefor.

Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date (the "*Record Date*"), and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner. The Record Date shall be the 1st day of the month of any regular or other interest payment date occurring on the 15th day of any month and 15 days next preceding any interest payment date occasioned by the redemption of Bonds on other than the 15th day of a month. The principal of or redemption price due on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Paying Agent, or at successor Paying Agent and locality.

Section 5. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in

Section 4 hereof, and the ownership of each such Bond may be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such case, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor, the Treasurer and the City Clerk are hereby authorized to execute and deliver on behalf of the City such letters to or agreements with DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*").

With respect to the Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the

purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the name "*Cede*" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 10 hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Optional Redemption, Term Bonds, Mandatory Redemption and Covenants. The Bonds may be subject to redemption prior to maturity at the option of the City, from any available funds, in whole or in part, on any date on or after the date provided in the Bond Notification (but in no event shall such date be later than December 15, 2029), and if in part, in

such order of maturities (and, if applicable, order of mandatory redemption payments) as shall be specified in the Bond Notification, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar as hereinafter provided, at the redemption price of par plus accrued interest to the redemption date. The Refunding Bonds and the Project Bonds may have different optional redemption provisions within the parameters set forth in this paragraph.

The Bonds may also be subject to mandatory redemption (as Term Bonds) as provided in the Bond Notification; *provided, however*, that in such event the amounts due as provided for under such mandatory redemption shall be the amount set forth in Section 4 of this Ordinance for the maximum amount of principal due on the Bonds in any given period. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of not to exceed par and accrued interest, without premium, on a given date of the years and in the amounts as shall be determined in the Bond Notification.

The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly.

Section 8. Term Bonds Purchase or Redemption. If the City redeems pursuant to optional redemption as hereinabove provided or purchases Term Bonds of any series and maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such series and maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the City shall determine. If the City purchases Term Bonds of any series and maturity and

cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

Section 9. Redemption Procedure. For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed without further authorization or direction to provide for such redemption. For optional redemptions, the City shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar for the Bonds of such redemption date and of the series, maturities and principal amounts of Bonds to be redeemed. In the event of an optional redemption of less than all of a given maturity of a series of Term Bonds, the City shall also notify the Bond Registrar of the allocation of the amount to be redeemed to the mandatory redemption requirements for such Term Bonds. For purposes of any redemption of less than all of the Bonds of a single series and maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such series and maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided, however*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption

notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular series and maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such series and maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date;
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent; and
- (f) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and

that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same series and maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Paying Agent shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

Section 10. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. The City shall cause books (the “*Bond Register*”) for the registration and for the transfer

of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same series and maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, that the principal amount of Bonds of each series and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized

principal amount of Bonds for such series and maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 11. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF MACON
CITY OF DECATUR

[TAXABLE] GENERAL OBLIGATION [REFUNDING] BOND, SERIES 2019[A][B]

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: ____% Date: December 15, 20____ Date: _____, 2019 CUSIP: 243127 ____

Registered Owner: CEDE & Co.

Principal Amount: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Decatur, Macon County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 15 and December 15 of each year, commencing December 15, 2019, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of U.S. Bank National Association, in the City of Indianapolis, Indiana, as paying agent (the “Paying Agent”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by U.S. Bank National Association, in the City of

Indianapolis, Indiana, as bond registrar (the "*Bond Registrar*"), at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 1st day of the month of any regular or other interest payment date occurring on the 15th day of any month and 15 days next preceding any interest payment date occasioned by the redemption of Bonds on other than the 15th day of a month. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Decatur, Macon County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Mayor, City of Decatur
Macon County, Illinois

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

[SEAL]

Date of Authentication: _____, 2019

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
U.S. Bank National Association
Indianapolis, Indiana

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the [Taxable] General Obligation [Refunding] Bonds, Series 2019[A][B], having a Dated Date of _____, 2019, of the City of Decatur, Macon County, Illinois.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$_____,000 issued by the City for the purpose of [refunding certain outstanding bonds of the City] [and] [improving the Decatur Public Library] [resurfacing and improving the Decatur Public Library parking lot], and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 and the City’s enabling ordinances adopted pursuant to such home rule powers (such code, powers and enabling ordinance, collectively, being the “*Act*”), and with the Ordinance, which has been duly passed by the Council of the City, approved by the Mayor, and published, in all respects as by law required.

Subject to the provisions relating to this Bond remaining in book-entry only form, this Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the principal corporate trust office of the Bond Registrar in the City of Indianapolis, Indiana, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

[The Bonds may be subject to [optional][and][mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.]

The City, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

--

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 12. Tax Levy. For the purpose of providing funds required to pay the interest on the Refunding Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the City, in the years for which any of the Refunding Bonds are outstanding (namely, levy years 2019 through 2029), a direct annual tax sufficient for that purpose in a yearly amount not to exceed \$1,100,000 (the “Pledged Taxes for the Refunding Bonds”).* For the purpose of providing funds required to pay the interest on the Project Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the City, in the years for which any of the Project Bonds are outstanding (namely, levy years 2019 through 2038), a direct annual tax sufficient for that purpose in a yearly amount not to exceed \$325,000 (the “Pledged Taxes for the Project Bonds” and, together with the Pledged Taxes for the Refunding Bonds, the “Pledged Taxes”).* For each series of Bonds, such levy shall be fully set forth in the Bond Notification therefor.

The Pledged Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the “Bond Moneys”) in the Bond Fund shall be applied to pay principal of and interest on the Bonds.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure

that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied for the payment of same, the Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating Pledged Taxes shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 13. Filing with County Clerk. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the years 2019 to 2038, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied as set forth in each of said years; and the County Clerk shall (to the extent said tax has not been abated as provided herein) extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 14. Sale of Bonds; Bond Notification; Bond Series. The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Council, to sell and deliver the Bonds upon the terms as prescribed in this Section, pursuant to the Bond Notification. Each of the Refunding Bonds and the Project Bonds shall be sold and delivered to the Purchaser at a price of not less than 98.00% of the par value of the principal amount thereof (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery.

The sale of the Refunding Bonds shall be made upon the advice (in the form of a written certificate or report) of Speer Financial, Inc., the financial advisor to the City ("*Speer*") that the terms of the Refunding Bonds are fair and reasonable in view of current conditions in the bond markets. As additional limitations on the sale of any Bonds, the Designated Officials shall find and determine that such Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law. As an additional limitation on the sale of the Refunding Bonds, the Designated Officials shall further find and determine that the Refunding will provide net present value debt service savings to the City in an amount not less than 4.0% of the par amount of the Refunded Bonds. The Designated Officials may choose all or any lesser portion of the Prior Bonds to be refunded, in such manner as will provide such savings. Nothing in this Section shall require the Designated Officials to sell any of the Bonds if in their judgment the conditions in the bond markets shall have deteriorated from the time of adoption of this Ordinance or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officials shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officials may sell the Bonds in more than one series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Upon the sale of any Bonds, the Designated Officials and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such Bonds as may be necessary, including, without limitation, the Bond Notification therefor,

Preliminary Official Statement, Official Statement, Bond Purchase Contract (as hereinafter defined), and closing documents, as applicable. The Designated Officials must find and determine in each Bond Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in the Bond Purchase Contract with the Purchaser for the purchase of such Bonds. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officials are authorized to execute a bond purchase contract for the sale of Bonds to the Purchaser (the "*Bond Purchase Contract*") in the form approved by the corporation counsel of the City. Upon the sale of any Bonds, the Designated Officials shall prepare the Bond Notification therefor, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available to all Council members at the next public meeting thereof. The Designated Officials shall also file with each Bond Notification with the County Clerk. The authority granted in this Ordinance to the Designated Officials to sell Bonds as provided herein shall expire on December 31, 2019.

Section 15. Creation of Funds and Appropriations.

A. There is hereby created the "*General Obligation Bonds, Series 2019, Bond Fund*" (the "*Bond Fund*"), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account

from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The sale proceeds of the Refunding Bonds as is necessary, together with such money in the debt service fund for the Prior Bonds as may be advisable (or required under Section 20 hereof) for the purpose, shall be used to provide for the Refunding and the payment of costs of issuance of the Refunding Bonds and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited in escrow with the Escrow Agent pursuant to the provisions of an Escrow Agreement, substantially in the form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved; the officers appearing signatory to such Escrow Agreement are hereby authorized and directed to execute same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding. The City expressly authorizes the use of the Government Obligations as set forth in the Escrow Account as set forth in the Escrow Agreement. At the time of the issuance of the Refunding Bonds, the costs of issuance of the Refunding Bonds may be paid by the Purchaser thereof on behalf of the City from the sale proceeds of the Refunding Bonds.

D. The sale proceeds of the Project Bonds shall be used to pay the costs of the Project and costs of issuance of the Project Bonds and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into a separate and segregated account of the City, hereby created, and to be known as the “2019 Library Project Fund” (the “Project Fund”) and used, as necessary, to pay costs of the Project. Monies on deposit in and to the credit of the Project Fund shall be disbursed from time to time as needed by the Treasurer, without further official action or direction of the Council, in accordance with normal City procedures for disbursements of corporate funds for capital projects. Upon the completion of the Project, as certified to the Treasurer by the architect or engineer in responsible charge of the Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the Treasurer, without further official action of or direction by the Council, to the Bond Fund. Monies on deposit in and to the credit of Project Fund may be invested by the Treasurer in any investments for City funds as may be from time to time authorized under Illinois law, without further official action of or direction by the Council.

Without further official action of or direction by the Council if necessary to ensure the timely payment of principal of and interest on the Bonds, monies on deposit in the Project Fund may be transferred by the Treasurer at any time to the Bond Fund in anticipation of the collection of Pledged Taxes for the Project Bonds. Any amount so transferred shall be immediately repaid upon the collection of Pledged Taxes for the Project Bonds.

At the time of the issuance of the Project Bonds, the costs of issuance of the Project Bonds may be paid by the Purchaser thereof on behalf of the City from the sale proceeds of the Project Bonds.

Section 16. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within

its control (including, without limitation, making or permitting any use of the proceeds of the Project Bonds) if taking, permitting or omitting to take such action would cause any of the Project Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Project Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Project Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Project Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Project Bonds and affects the tax-exempt status of the Project Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Project Bonds, the same being the Mayor, the City Clerk and the Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Project Bonds as approved by the Council and as may be necessary to assure that the use thereof will not cause the Project Bonds to be arbitrage bonds and to assure that the interest on the Project Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Project Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Project Bonds; (d) to file such forms, statements, and supporting documents as may be

required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 17. Reimbursement. With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Project Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Project Bonds to reimburse said expenditures.

Section 18. Designation of Issue. The Project Bonds may be issued as “bank qualified” bonds, as set forth in the Bond Notification therefor. The City designates each such Project Bond as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 19. Registered Form. The Bonds shall be issued in fully registered form and the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 20. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any officer of the City is authorized to execute standard forms of agreements between the City and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

- (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;

(b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) as to the Bond Registrar, to give notice of redemption of Bonds as provided herein;

(d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) as to the Bond Registrar, to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 21. Taxes Previously Levied. The taxes previously levied to pay principal of and interest on the Refunded Bonds, to the extent such principal and interest is provided for from the proceeds of the Bonds or from the Escrow Account under the Escrow Agreement as hereinabove described, shall be abated. The filing of a certificate of abatement with the County Clerk shall constitute authority and direction for the County Clerk to make such abatement.

All proceeds received or to be received from any such taxes, including the proceeds received or to be received from the taxes levied for the year 2018 for such purpose, shall be used to pay the principal of and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose because of the establishment of the Escrow Account under the Escrow Agreement, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with all of the provisions of this Ordinance.

Section 22. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to payment, registration, transfer, and exchange are expressly continued for all Bonds whether outstanding Bonds or not.

Section 23. Continuing Disclosure Undertaking. The Mayor or the Treasurer is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in substantially the same form as now before the Council, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, the official's execution thereof to constitute conclusive evidence of the approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any

Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 24. Call of Refunded Bonds. In accordance with the redemption provisions of the bond ordinance authorizing the Prior Bonds, the City by the Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Refunding Bonds) the Refunded Bonds for redemption and payment prior to maturity on the earliest practical call date therefor, the same being the date set forth in the Escrow Agreement.

Section 25. Purchase of the Government Securities. The Escrow Agent and the Purchaser be and the same are each hereby authorized to act as agent for the City in the purchase of the Government Obligations described and set forth in the Escrow Agreement.

Section 26. Municipal Bond Insurance. In the event the payment of principal and interest on any Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of such Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the Council on advice of counsel, their approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 27. Record-Keeping Policy and Post-Issuance Compliance Matters. On November 15, 2010, the Council adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes (such as the Project Bonds) or

which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council amended the Policy on August 5, 2013. The Council and the City hereby reaffirm the Policy.

Section 28. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Council.

Section 29. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

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Section 30. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: June 17, 2019

APPROVED: June 17, 2019

Mayor, City of Decatur
Macon County, Illinois

Recorded In City Records: June 17, 2019.

Published in pamphlet form by authority of the Council on June 17, 2019.

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

EXHIBIT A

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

This Escrow Agreement, dated as of _____, 2019, but actually executed on the date witnessed hereinbelow, by and between the City of Decatur, Macon County, Illinois (the “City”), and U.S. Bank National Association, a national bank having trust powers, organized and operating under the laws of the United States of America, located in Indianapolis, Indiana (the “Escrow Agent”), in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

Section 1.01. “Agreement” means this Agreement between the City and the Escrow Agent.

Section 1.02. “Bonds” means the \$_____ Taxable General Obligation Refunding Bonds, Series 2019A, dated _____, 2019, authorized to be issued by the Bond Ordinance.

Section 1.03. “Bond Ordinance” means the ordinance adopted on the 17th day of June, 2019, by the Council entitled:

AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to finance one or more of the following: refunding certain outstanding bonds of said City, improving the Decatur Public Library and resurfacing and improving the Decatur Public Library parking lot; authorizing designated officials to sell said bonds by the execution of one or more notifications of sale; providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to the purchasers thereof; and further providing for the execution of an escrow agreement in connection with such issuance.

authorizing the issuance of the Bonds.

Section 1.04. “City” means the City of Decatur, Macon County, Illinois.

Section 1.05. “*Code*” means Section 148 of the Internal Revenue Code of 1986, and all lawful regulations promulgated thereunder.

Section 1.06. “*Council*” means the Council of the City.

Section 1.07. “*Escrow Account*” means the trust account established under this Agreement by the deposit of the Government Securities and the beginning cash.

Section 1.08. “*Escrow Agent*” means U.S. Bank National Association, a national bank having trust powers, organized and operating under the laws of the United States of America, located in Indianapolis, Indiana, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

Section 1.09. “*Government Securities*” means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest deposited hereunder as more particularly described in *Exhibit A* to this Agreement and also including any direct obligations purchased pursuant to Section 3.02.

Section 1.10. “*Paying Agent*” means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as bond registrar and paying agent for the Refunded Bonds, and any successor thereto.

Section 1.11. “*Refunded Bonds*” means the outstanding bonds of the City as follows:

\$_____ Taxable General Obligation Bonds, Series 2010A, dated December 7, 2010, being [a portion][all] of the bonds outstanding from an issue in the original principal amount of \$8,715,000, fully registered and without coupons, due serially on December 15 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2019	\$	%
2020		%
2021		%
2022		%
2023		%
2024		%
2025		%
2026		%
2027		%
2028		%
2030		%

Section 1.12. “*Treasurer*” means the City Treasurer of the City.

ARTICLE II

CREATION OF ESCROW

Section 2.01. The City, by the Bond Ordinance, has authorized the issue and delivery of the Bonds, proceeds of which, together with certain funds of the City on hand and legally available for such purpose, are to be used to refund the Refunded Bonds by the deposit on demand and to purchase on behalf of the City the Government Securities. Such deposit and securities will provide all moneys necessary to pay the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity.

Section 2.02. The City deposits \$_____ from the proceeds of the Bonds, \$0.00 from the proceeds of the Refunded Bonds and \$_____ from funds on hand and legally available for the purchase of Government Securities and the funding of a beginning cash escrow deposit on demand in the amount of \$_____. The beginning deposit and the Government Securities are held in an irrevocable trust fund account for the City to the benefit of the holders of the Refunded Bonds to pay the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity.

EXHIBIT A

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Section 2.03. The Escrow Agent and the City have each received the report of _____, attached hereto as *Exhibit B* (the "*Verification Report*"), that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Refunded Bonds, to pay all interest on and all principal of the Refunded Bonds when due and upon redemption prior to maturity as evidenced by said Report.

ARTICLE III

COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the City as follows:

Section 3.01. The Escrow Agent will hold the Government Securities and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the Refunded Bonds until final payment thereof.

Section 3.02. The beginning cash escrow deposit shall not be invested by the Escrow Agent.

The Escrow Agent shall hold the beginning cash escrow deposit and all available uninvested balances in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

Section 3.03. The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly apply the same as necessary to the payment of principal and interest on the Refunded Bonds when due and upon redemption prior to maturity as herein provided.

Section 3.04. The Escrow Agent will remit to the Paying Agent, in good funds on or before each principal or interest payment or redemption date on the Refunded Bonds, moneys sufficient to pay such principal, interest and redemption price as will meet the requirements for the retirement

EXHIBIT A

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of the Refunded Bonds, and such remittances shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.05. The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Paying Agent or the bond registrar and paying agent on the Bonds, and the City either paid such fees, charges and expenses in advance as set forth in Section 3.07 hereof or covenants to pay the same as they become due.

Section 3.06. The charges, fees and expenses of the Escrow Agent (other than any charges, fees and expenses incurred pursuant to Section 3.08 hereof) have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom. The Escrow Agent is also providing bond registrar and paying agent services for the Bonds, and the acceptance fee and first annual fee of the Escrow Agent for such bond registrar and paying agent services have been paid in advance, and all remaining charges, fees or expenses of the Escrow Agent for such services shall be paid by the City upon receipt of invoices therefor.

Section 3.07. The City has called the Refunded Bonds [due on and after December 15, 2020,], for redemption and payment prior to maturity on December 15, 2020. The Escrow Agent will cause the Paying Agent to provide for and give timely notice of the call for redemption of [such] [the] Refunded Bonds. In the event the Escrow Agent determines that the Paying Agent will not give such timely notice, the Escrow Agent will give such notice. The form and time of the giving of such notice regarding [such] [the] Refunded Bonds shall be as specified in the resolution authorizing the issuance of the Refunded Bonds. The City shall reimburse the Escrow Agent for any actual out of pocket expenses incurred in the giving of such notice, but the failure of the City to make such payment shall not in any respect whatsoever relieve the Escrow Agent from carrying out any of the duties, terms or provisions of this Agreement.

The Escrow Agent shall also give, or shall cause the Paying Agent to give, notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

Section 3.08. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the City to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

Section 3.09. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Bonds or the Refunded Bonds.

Section 3.10. The Escrow Agent will submit to the Treasurer a statement within forty-five (45) days after June 16 and December 16 of each calendar year, commencing December 16, 2019, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six (6) month period (or, for the first period, from the date of delivery of the Bonds to December 16, 2019), and also listing the Government Securities on

deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

Section 3.11. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Securities and deposits on demand in the Escrow Account will not be sufficient to make any payment due to the holders of any of the Refunded Bonds, the Escrow Agent shall notify the Treasurer, not less than five (5) days prior to such date, and the City agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV

COVENANTS OF CITY

The City covenants and agrees with the Escrow Agent as follows:

Section 4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the City herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Bond Ordinance, and (c) any undertaking or statement of the City hereunder or under the Bond Ordinance.

Section 4.02. All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the City or the Treasurer.

ARTICLE V

AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT

Section 5.01. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

EXHIBIT A

Section 5.02. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the City hereunder shall be irrevocable and shall not be subject to amendment by the City and shall be binding on any successor to the officials now comprising the Council during the term of this Agreement.

Section 5.03. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Treasurer hereunder shall be irrevocable and shall not be subject to amendment by the Treasurer and shall be binding on any successor to said official now in office during the term of this Agreement.

Section 5.04. This Agreement may be amended or supplemented, and the Government Securities or any portion thereof may be sold, redeemed, invested or reinvested, in any manner provided (any such amendment, supplement, or direction to sell, redeem, invest or reinvest to be referred to as a "*Subsequent Action*"), upon submission to the Escrow Agent of each of the following:

(1) Certified copy of proceedings of the Council authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the City.

(2) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action has been duly authorized by the Council and does not materially adversely affect the legal rights of the holders of the Bonds and the Refunded Bonds.

(3) An opinion of a firm of nationally recognized independent certified public accountants or consultants nationally recognized as having an expertise in the area of refunding escrows that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall

be held hereunder) available or to be available for payment of the Refunded Bonds will remain sufficient to pay when due all principal and interest on the Refunded Bonds after the taking of the Subsequent Action.

ARTICLE VI

MERGER, CONSOLIDATION OR RESIGNATION OF ESCROW AGENT

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days' written notice to the City, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the City. The City may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least \$75,000,000 and having a corporate trust office within the State of Illinois, and which is authorized to maintain trust accounts for municipal corporations in Illinois under applicable law.

ARTICLE VII

NOTICES TO THE CITY, THE TREASURER AND THE ESCROW AGENT

Section 7.01. All notices and communications to the City and the Council shall be addressed in writing to: City Council, City of Decatur, 1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

EXHIBIT A

Section 7.02. All notices and communications to the Treasurer shall be addressed in writing to: City Treasurer, City of Decatur, 1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

Section 7.03. All notices and communications to the Escrow Agent shall be addressed in writing to: Corporate Trust Department, U.S. Bank National Association, 10 W. Market Street, Suite 830, Indianapolis, Indiana 46204.

ARTICLE VIII

TERMINATION OF AGREEMENT

Section 8.01. That, upon final disbursement of funds sufficient to pay the principal and interest of the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the Council, and thereupon this Agreement shall terminate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City of Decatur, Macon County, Illinois, has caused this Agreement to be signed in its name by the Mayor of the City and to be attested by the City Clerk of the City; and U.S. Bank National Association, Indianapolis, Indiana, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and attested by one of its officers under its corporate seal hereunto affixed, all as of the ____ day of _____, 2019.

CITY OF DECATUR, MACON COUNTY,
ILLINOIS

By _____
Mayor

Attest:

City Clerk

U.S. BANK NATIONAL ASSOCIATION,
Indianapolis, Indiana

By _____
Its _____

Attest:

Its _____

[BANK SEAL]

This Escrow Agreement received and acknowledged by me this ____ day of _____,
2019.

City Treasurer

EXHIBIT A

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This Escrow Agreement received and acknowledged by The Bank of New York Mellon Trust Company, National Association, in its corporate name by one of its officers, this ____ day of _____, 2019.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION

By _____
Its _____

EXHIBIT A

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EXHIBIT A
GOVERNMENT SECURITIES

EXHIBIT B
VERIFICATION REPORT

EXHIBIT A
B-1

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Decatur, Macon County, Illinois (the "*City*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the "*Council*") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Council held on the 17th day of June, 2019 insofar as the same relates to the adoption of an ordinance, numbered _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to finance one or more of the following: refunding certain outstanding bonds of said City, improving the Decatur Public Library and resurfacing and improving the Decatur Public Library parking lot; authorizing designated officials to sell said bonds by the execution of one or more notifications of sale; providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to the purchasers thereof; and further providing for the execution of an escrow agreement in connection with such issuance.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of said agenda as so posted being attached to this Certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this
17th day of June, 2019.

City Clerk

[SEAL]

[Attach Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Decatur, Macon County, Illinois (the "*City*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the Council (the "*Council*") thereof.

I do further certify that on the 17th day of June, 2019 there was published in pamphlet form, by authority of the Council, a true, correct and complete copy of Ordinance Number _____ of the City providing for the issuance of not to exceed \$9,300,000 General Obligation Refunding Bonds of the City and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this 17th day of June, 2019.

[SEAL]

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Macon, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2019 there was filed in my office a properly certified copy of Ordinance Number _____ passed by the Council of the City of Decatur, Macon County, Illinois, on the 17th day of June, 2019 and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$9,300,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to finance one or more of the following: refunding certain outstanding bonds of said City, improving the Decatur Public Library and resurfacing and improving the Decatur Public Library parking lot; authorizing designated officials to sell said bonds by the execution of one or more notifications of sale; providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds and authorizing the sale of said bonds to the purchasers thereof; and further providing for the execution of an escrow agreement in connection with such issuance.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Macon, Illinois, this ____ day of _____, 2019.

County Clerk of The County of Macon,
Illinois

[SEAL]

Economic & Community Development

DATE: 6/17/2019

MEMO: No. 19-36

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn Stewart, Transportation Planner

SUBJECT: Ordinance Vacating a Street Right-of-Way at 230-399 Block of East Marietta Street and an Alley Right-of-Way between 1000 Blocks of North Warren Street and North Water Street.

SUMMARY RECOMMENDATION:

Staff recommends approval of the street and alley vacations with the following conditions:

1. A blanket easement for the vacated alleyway between East Condit Street and East Orchard Street, west of North Warren Street, shall be maintained for utilities as long as the City's sanitary sewer is there.
2. A blanket easement for East Marietta Street, east of North Water Street and west of North Warren Street, shall be maintained for utilities as long as the City's utilities are there.
3. The future property owners shall be responsible for maintaining all utility easements within or relocating all utilities from vacated public rights-of-way per the associated sales agreement between the City and Crossing Healthcare.

The City Plan Commission voted 9-0 to recommend approval of this petition at the June 6, 2019 meeting; the relevant draft meeting minutes are attached.

BACKGROUND:

The petitioner is requesting vacation of a sixty (60) foot street right-of-way in the 230-399 Block of East Marietta Street and a sixteen (16) foot alleyway running east-west located between the 1000 Blocks of North Warren Street and North Water Street. The vacation would enable the petitioner to control the improved alley and utilize the area as part of the property for the Community Care Campus. For further details see the Plan Commission Staff Report.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart jstewart@decaturil.gov or Ray Lai rlai@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE VACATING PUBLIC RIGHTS-OF-WAY
IN THE 230-399 BLOCKS OF EAST MARIETTA STREET AND TO VACATE
THE ALLEY RIGHT-OF-WAY BETWEEN THE 1000 BLOCKS OF NORTH
WARREN STREET AND NORTH WATER STREET**

WHEREAS, on the 6th day of June 2019, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Crossing Healthcare to vacate a public right-of-way and alleyway legally described as:

EAST MARIETTA STREET RIGHT OF WAY VACATION DESCRIPTION

PARCEL 1

A part of East Marietta Street being a Sixty (60) foot right of way lying West of West right of way of Warren Street and lying East of the Southerly extension of the West line of Lot 11 in Block 7 of Higgins Addition as per plat recorded in Book 97 on page 115 of the records in the Recorder's Office of Macon County, Illinois and being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 7 of said Higgins Addition; thence South 60 feet to the South right of way line of said Marietta Street; thence West along the said South right of way line of Marietta Street to the Southerly extension of the West line of said Lot 11 in Block 7 of Higgins Addition; thence North to the Southwest corner of Lot 11 in Block 7 of said Higgins Addition; thence East to the point of beginning.

ALLEY VACATION DESCRIPTION

PARCEL 1

A Sixteen (16) foot alley located in Block 6 of Higgins Addition as per plat recorded in Book 97 on page 115 of the records in the Recorder's Office of Macon County, Illinois being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 6 of said Higgins Addition; thence South to the Northeast corner of Lot 30 in Block 6 of said Higgins Addition thence West to the Northwest corner of Lot 29 in Block 6 of said Higgins Addition; thence North to the Southwest corner of Lot 2 in Block 6 of said Higgins Addition; thence East to the point of beginning.

WHEREAS, said public right-of-way and alleyway are no longer useful to the public or to the City or to the owners of the properties abutting thereon as public right-of-way and alleyway; and,

WHEREAS, no compensation shall be required as the proposed public right-of-way and alleyway vacations are considered with sale of other City-owned parcels for the proposed expansion of Community Care Campus that the City is a redevelopment partner of; and,

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

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

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

Section 1. That upon the conditions set forth herein, the herein described public right-of-way and alleyway 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 vacations, said public right-of-way and alleyway being shown on the plats thereof hereto attached and hereby made a part hereof:

- A. A blanket easement for the vacated alleyway between East Condit Street and East Orchard Street, west of North Warren Street, shall be maintained for utilities as long as the City's sanitary sewer is there.
- B. A blanket easement for East Marietta Street, east of North Water Street and west of North Warren Street, shall be maintained for utilities as long as the City's utilities are there.
- C. The future property owners shall be responsible for maintaining all utility easements within or relocating all utilities from vacated public rights-of-way per the associated sales agreement between the City and Crossing Healthcare.

Section 2. The permanent index numbers of the properties acquiring title to the properties vacated hereby are as follows; street right-of-way vacation: Parcel 1: 04-12-11-351-015; alleyway vacation: Parcel 1: 04-12-11-303-016.

Section 3. That there is hereby reserved in, over, along and under the above-described street and alleyway 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, APPROVED AND RECORDED this 17th day of June, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



CITY OF DECATUR, ILLINOIS
ECONOMIC AND URBAN DEVELOPMENT DEPARTMENT
Planning and Economic Development Division
REQUEST FOR VACATION
Utility Easement of Public Right of Way
(please Type)

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

Date: August 2, 2018

The undersigned, Crossing Healthcare, hereby request the vacation of the following: ☐ EASEMENT VACATION ☒ ROW VACATION
legally described as follows
See attached legal descriptions.

Located at: Approximately King Street at Warren Avenue

Address and phone number of petitioner/owner
(Fax number, e-mail address)

Crossing Healthcare

Attn: Tanya Andricks

320 E. Central Ave.

Decatur IL 62521

tandricks@crossinghealthcare.org

Address and phone number of representative
(Fax number, e-mail address)

Chastain & Associates LLC

Attn: Mary Cave

5 N. Country Club Road

Decatur IL 62521

mcave@chastainengineers.com

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 the utility company responses.
3. All property owners with land abutting the property to be vacated shall be served proper notice by letter delivered 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 owner, 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

Mary Cave for T. Andricks

RIGHT OF WAY VACATION DESCRIPTIONS

PARCEL TO BE VACATED

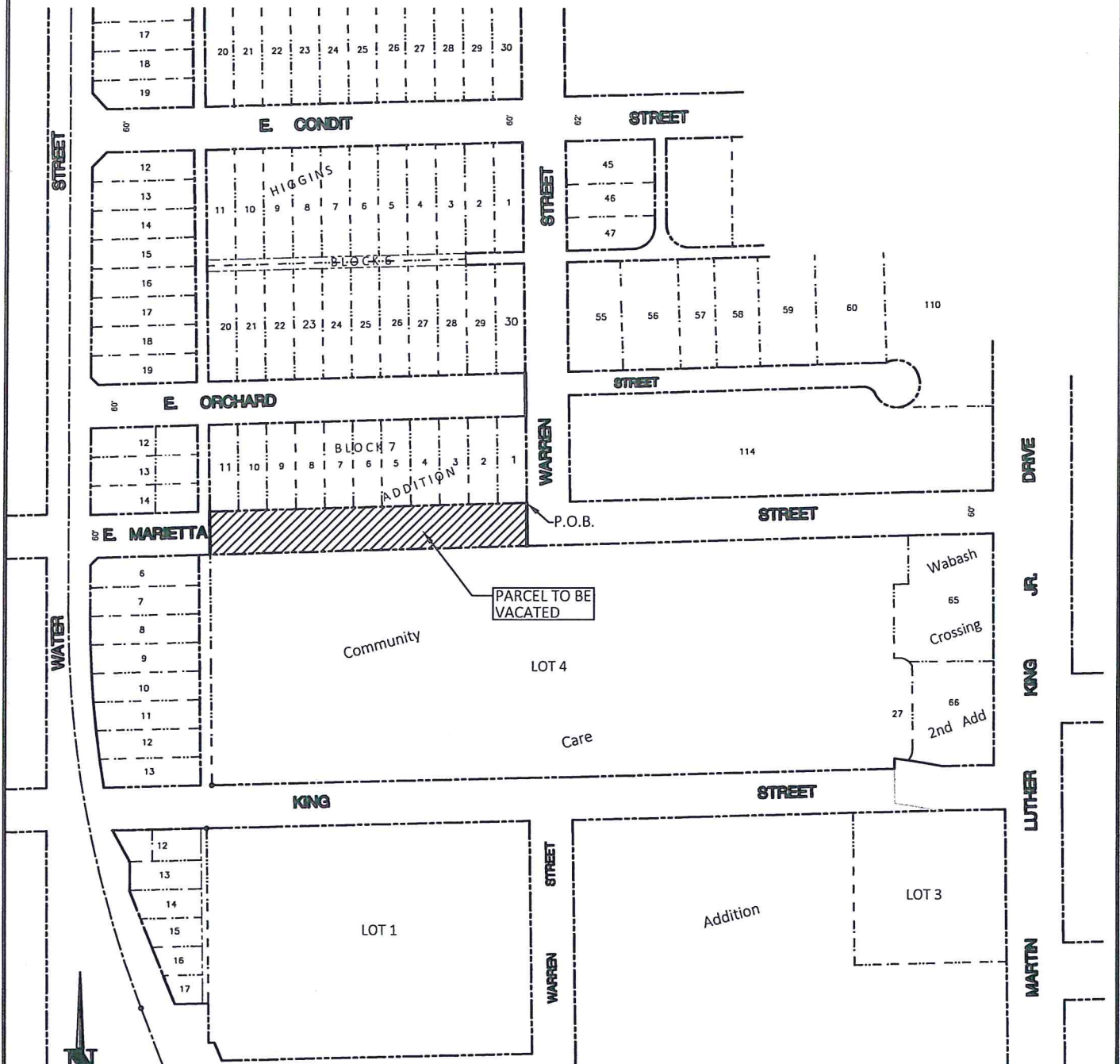
A part of East Marietta Street being a Sixty (60) foot right of way lying West of West right of way of Warren Street and lying East of the Southerly extension of the West line of Lot 11 in Block 7 of Higgins Addition as per plat recorded in Book 97 on page 115 of the records in the Recorder's Office of Macon County, Illinois and being more particularly described as follows:

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ALLEY VACATION DESCRIPTIONS

A Sixteen (16) foot alley located in Block 6 of Higgins Addition as per plat recorded in Book 97 on page 115 of the records in the Recorder's Office of Macon County, Illinois being more particularly described as follows: Beginning at the Southeast corner of Lot 1 in Block 6 of said Higgins Addition; thence South to the Northeast corner of Lot 30 in Block 6 of said Higgins Addition thence West to the Northwest corner of Lot 29 in Block 6 of said Higgins Addition; thence North to the Southwest corner of Lot 2 in Block 6 of said Higgins Addition; thence East to the point of beginning.

RIGHT-OF-WAY VACATION PLAT



Scale 1" = 200'

**CHASTAIN
& ASSOCIATES LLC**
CONSULTING ENGINEERS



Leslie P. Jenkins
Illinois Professional Land Surveyor No. 2514
Expires 11-30-2020

ALLEY VACATION PLAT

STREET

WATER

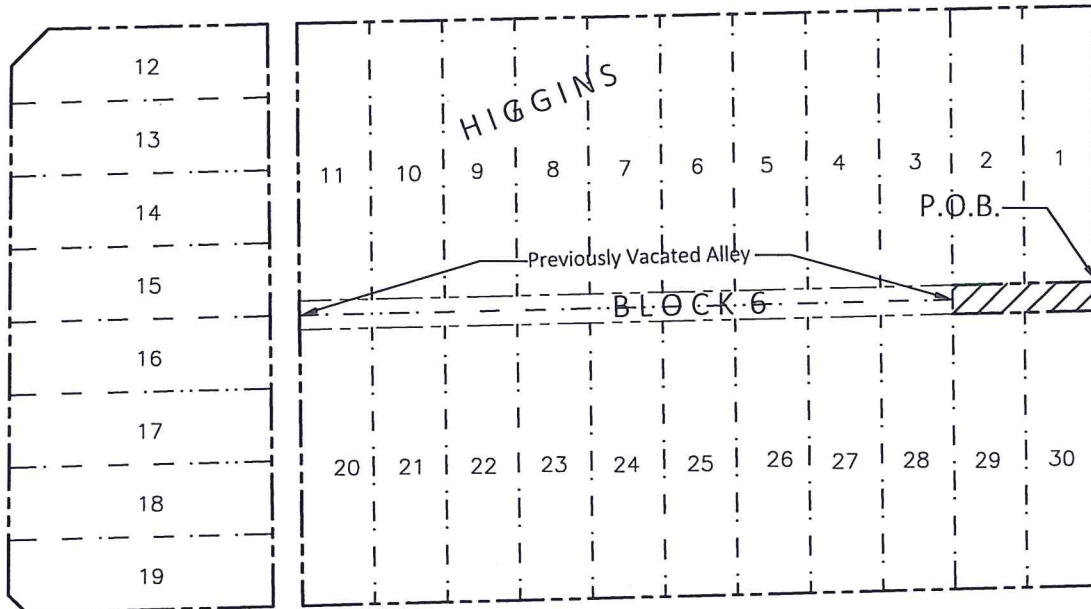
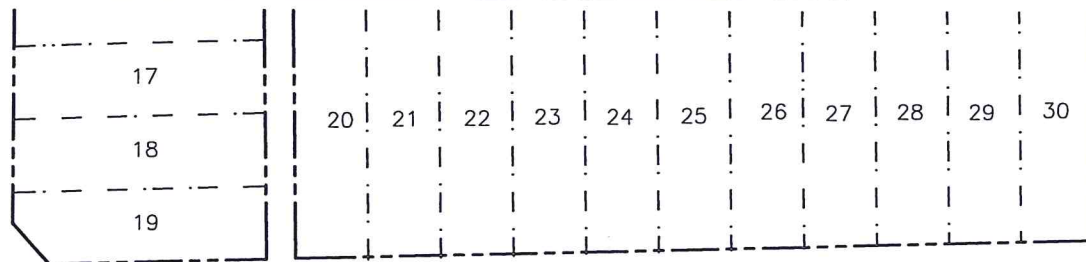
60'

62'

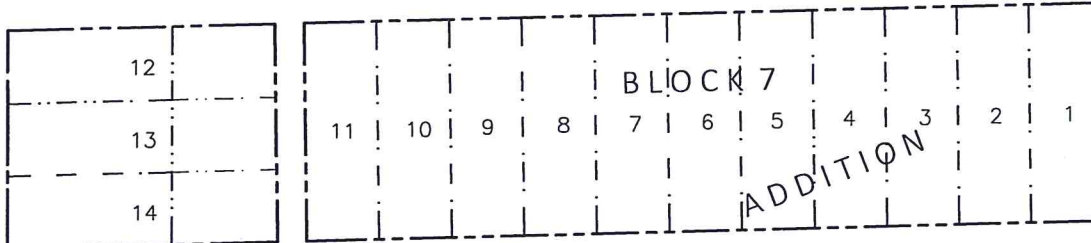
E. CONDIT

STREET

WARREN



E. ORCHARD



60' E. MARIETTA



Scale 1" = 100'

**CHASTAIN
& ASSOCIATES LLC**
CONSULTING ENGINEERS



Leslie P. Jenkins
Illinois Professional Land Surveyor No. 2514
Expires 11-30-2020

STAFF REPORT
Decatur City Plan Commission

Hearing Date June 6, 2019
Case No. 19-24
Property Location 230-399 Block of East Marietta Street and the East/West Alley Right-of-Way located between the 1000 Blocks of North Warren Street and North Water Street.
Request Street Right-of-Way vacation of the 230-399 Block of East Marietta Street and Alley Right-of-Way located between the 1000 Blocks of North Warren Street and North Water Street.
Petitioner Crossing Healthcare
Representative Chastain & Associates LLC

BACKGROUND

The petitioner is requesting vacation of a sixty (60) foot street right-of-way in the 230-399 Block of East Marietta Street and a sixteen (16) foot alleyway running east-west located between the 1000 Blocks of North Warren Street and North Water Street. The vacation would enable the petitioner to control the improved alley and utilize the area as part of the property.

A separate zoning amendment is currently being proposed to increase the area of the Community Care Campus and extend the boundaries to the north and west including the proposed right-of-way vacation areas. The Decatur Macon County Opportunities Corporation (DMCOC) has been serving the Decatur community for over 50 years. They focus on providing services that provide stability to Decatur and Macon County. They have services for seniors, the community, and youth (including Head Start programs). The Head Start program is housed in a building two (2) blocks north of the existing Community Care Campus.

The services that Babytalk and DMCOC offer will supplement the work being done with opioid treatment in the Community Care Campus. Patients with children can get services for their child, including childcare, at Babytalk and DMCOC. Once patients have been treated and are working through transitional housing, DMCOC has services to assist them in finding a job. Including Babytalk and DMCOC in this campus shows that the campus is truly focused on the overall success of their patients, not just one facet of their lives.

The proposed zoning amendment will include a new multi-use building that will house Babytalk and DMCOC. A collaboration between the two organizations was identified so that one space could be used for similar types of functions that Babytalk and DMCOC perform. A portion of East Marietta Street must be vacated in order to accommodate this shared-space building.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Street and Alleyway Right-of-Way	R-6, B-2	Mixed Use Commercial/Residential
North	Undeveloped/Vacant	R-6, B-2	Mixed Use Commercial/Residential
South	Undeveloped/Vacant	B-2, PD	Mixed Use Commercial/Residential
East	Wabash/Community Care Campus	PD	Mixed Use Commercial/Residential
West	Commercial, Undeveloped	R-6, B-2	Mixed Use Commercial/Residential

STAFF ANALYSIS

The subject street right-of-way has a width of 60-feet and has a length of 440-feet, with a total of 26,400-square feet. The subject alleyway has a width of 16-feet and has a length of 80-feet, with a total of 1,280-square feet. The petitioner as well as DMCOOC owns the property on both sides of the street and alleyway to be vacated.

Letters were sent to Ameren, Comcast Communications, and AT&T notifying the utility companies of the vacation proposal and no objections to the proposed right-of-way vacations were expressed.

According to Paragraph 2.2.2 of the Administrative Policy & Procedure Manual: "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." The three abutting property owners have been notified regarding the vacations.

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 and the subject vacations are being proposed by the City as owners of those parcels, an appraisal of the effected parcels should not be warranted.

The subject right-of-way and alleyway are no longer necessary to serve the general public. The subject alleyway if vacated, would continue from the eastern end of a previously vacated alleyway all the way to North Warren Street. Staff is of the opinion that these vacations will not have an adverse effect on the general public. The best interests of the City of Decatur would be served by approving the proposed right-of-way and alleyway vacations to allow the proposed extension of the Community Care Campus project.

STAFF RECOMMENDATION

Staff recommends approval of the street and alley vacations with the following conditions:

1. A blanket easement for the vacated alleyway between East Condit Street and East Orchard Street, west of North Warren Street, shall be maintained for utilities as long as the City's sanitary sewer is there.
2. A blanket easement for East Marietta Street, east of North Water Street and west of North Warren Street, shall be maintained for utilities as long as the City's utilities are there.
3. The future property owners shall be responsible for maintaining all utility easements within or relocating all utilities from vacated public rights-of-way per the associated sales agreement between the City and Crossing Healthcare.

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 A. Stewart
Transportation Planner

ATTACHMENTS

1. Petition
2. Vacation Plats
3. Location Maps

Decatur Plan Commission

Crossing Healthcare



Legend

- Street & Alley
- Zoning
- Parcels



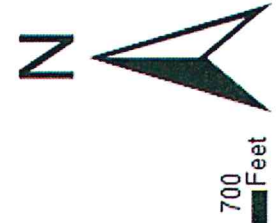
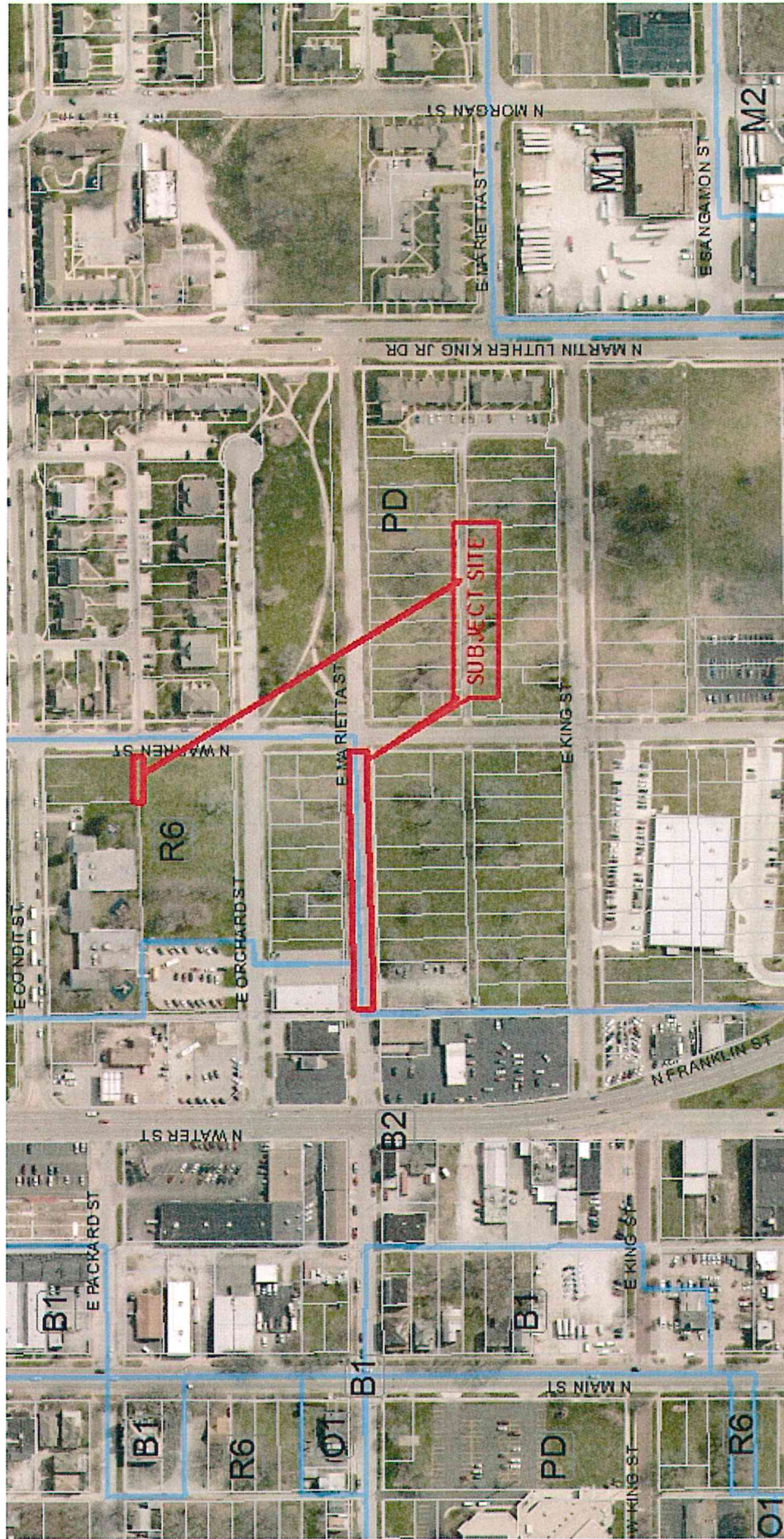
0 110 220 440 660 Feet

Date: June 6, 2019

Petition of: Crossing Healthcare

Decatur Plan Commission

Crossing Healthcare



- Legend**
- Street & Alley
 - Decatur Zoning
 - Parcels

Date: June 6, 2019

Petition of: Crossing Healthcare

Excerpts from Plan Commission Meeting of June 6, 2019:

Case No. 19-24 Petition of CROSSING HEALTHCARE, to vacate the 230-399 Block of East Marietta Street and to vacate the East/West Alley Right-of-Way located between the 1000 Blocks of North Warren Street and North Water Street.

It was moved and seconded (Howley/Peoples) to forward Case No. 19-24 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. A blanket easement for the vacated alleyway between East Condit Street and East Orchard Street, west of North Warren Street, shall be maintained for utilities as long as the City's sanitary sewer is there.
2. A blanket easement for East Marietta Street, east of North Water Street and west of North Warren Street, shall be maintained for utilities as long as the City's utilities are there.
3. The future property owners shall be responsible for maintaining all utility easements within or relocating all utilities from vacated public rights-of-way per the associated sales agreement between the City and Crossing Healthcare.

Mrs. Mary Cave, representative for the petitioner, stated East Marietta Street would be vacated in order for a building to be placed across it and the alley to the north would also be vacated. The west part of the alley had previously been vacated.

Mr. Newton asked if there was a sewer in Marietta Street. Mrs. Cave said there is a sewer and watermain that will be relocated.

Ms. Regan Deering, representative of Northeast Community Fund, was sworn in by Mrs. Poland.

Ms. Deering asked who would be responsible for the payment of the two vacations. Mrs. Cave said Crossing Healthcare.

There were no objectors present.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson, Kent Newton, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 19-35

June 17, 2019

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, AICP, Economic and Community Development Director
Scott Dedert, Senior Planner

SUBJECT: Ordinance Amending the Current PD Planned Development District and Rezoning Properties From B-2 Commercial District and R-6 Multiple Dwelling District to PD Planned Development District Bounded In General by East Condit Street, North Warren Street, East Marietta Street, a North/South Alley Right-Of-Way Between North Water Street and North Warren Street, North Water Street, North Franklin Street, East Wabash Avenue, and North Martin Luther King Jr. Drive

SUMMARY RECOMMENDATION: Staff recommends approval of the proposed rezoning and the amended PD Planned Development District petition for the overall site with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, orchards, social service facility, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. Minimum parking and loading requirements have to be complied with the Zoning Ordinance. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of eleven (11) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 224,466 square feet. No building shall exceed 90,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory, social service facility, and apartments which may be two-story.

5. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than five (5) freestanding monument style signs including – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage, and one (1) along Condit Street. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be further explored and provided as much as possible for the development of the subject site.
10. A five-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released

The City Plan Commission voted 8-0 to recommend approval of this petition at the June 6, 2019 meeting; the relevant draft minutes of the meeting are attached.

BACKGROUND

The southeastern 22.7-acre portion of the overall 27.41 acre subject site was originally approved in September of 2018 for Community Care Campus (CCC) in the PD Planned Development District. An amendment of the original PD Planned Development District was recently approved in March 2019 to allow four (4) more accessory apartment buildings for the patients. The current CCC contains an existing community medical facility with a parking lot and a community garden (operated by Crossing Healthcare); a community service center (Northeast Community Fund), an accessory dormitory building, an inpatient care facility, an outpatient facility, all under construction; several vacant parcels approved for accessory apartment buildings and an early childhood development center (Baby Talk).

The petitioner proposes the CCC be expanded by adding two areas of land, zoned “R-6” and “B-2” Districts with 4.71-acres in combined size, to the northwest and west of the original CCC. In conjunction of a request for rezoning of the two areas from “R-6” and “B-2” Districts to “PD” District, the current PD Planned Development District is requested to be amended to add and to replace the previously approved early childhood development center with a much larger 2-story social service building to be shared by Baby Talk and DMCO.

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

The table below provides an overview of the existing and proposed buildings included in this proposed campus:

Comparison Chart - Previous Proposal VS. Current Proposal							
	Buildings	Location on site	Status	Use	Previous Proposal- Size (sq. ft.)	Current Proposal- Size (sq. ft.)	Notes
1	Crossing Healthcare	West-Central	Existing	Medical offices	29,143	29,143	Community Garden
1a	Crossing Healthcare (Storage)	West-Central	Existing	Storage	N/A	4,000	Was a garage
2	Inpatient Care Facility	Southeast	Under Construction	Detox and Residential Rehab	31,564	31,564	48 Bedrooms
3	Outpatient Facility	Central	Under Construction	Medical offices	15,906	15,906	Theater room, gym, sports court & playground
4	Dormitory	South-Central	Under Construction	Short-term Residences	17,742	17,742	32 Bedrooms/64 Beds
5a	DMCOC and Baby Talk (Combine Building)	North	Currently Proposed	Social Services	N/A	89,667	Baby Talk/DMCOC 2 stories
5b	Baby Talk	North	Previously Proposed	Early childhood development center	18,193	N/A	Replaced by 5a
6a	TBD	Northeast	TBD	TBD	TBD	N/A	Proposal replaced by 6b
6b	Accessory Apartments	Northeast	Proposed	Four (4) Long-term Apartment Buildings	N/A	5,658	8 2-Bedrooms & 2 1-Bedrooms/ 18 Beds
						4,164	10 1- Bedrooms/ 10 Beds
						5,658	8 2-Bedrooms & 2 1-Bedrooms/ 18 Beds
						4,164	10 1- Bedrooms/ 10 Beds
7	Northeast Community Fund	East-Central	Under Construction	Community Service Center	20,177	16,800	
	Total				132,725	224,466	

POTENTIAL OBJECTION: None.

INPUT FROM OTHER SOURCES: The petition has been reviewed and approved by the City's Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Scott Dedert at 424-2786 or at sdedert@decaturil.gov, or Raymond Lai at 424-2727 or rlai@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CURRENT PD PLANNED DEVELOPMENT
DISTRICT AND REZONING PROPERTIES FROM B-2 COMMERCIAL DISTRICT
AND R-6 MULTIPLE DWELLING DISTRICT TO PD PLANNED DEVELOPMENT
DISTRICT BOUNDED IN GENERAL BY EAST CONNIT STREET, NORTH
WARREN STREET, EAST MARIETTA STREET, A NORTH/SOUTH ALLEY
RIGHT-OF-WAY BETWEEN NORTH WATER STREET AND NORTH WARREN
STREET, NORTH WATER STREET, NORTH FRANKLIN STREET, EAST
WABASH AVENUE, AND NORTH MARTIN LUTHER KING JR. DRIVE
- COMMUNITY CARE CAMPUS -**

WHEREAS, on the 6th day of June 2019, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Community Care Campus to amend the PD Planned Development District and rezone the premises legally described as:

A RESURVEY OF A PART OF BLOCK 2 OF J. K. WARREN & CO. 4TH ADDITION AS PER PLAT RECORDED IN BOOK 93 ON PAGE 11 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, BLOCK 1 OF J. K. WARREN & CO. 5TH ADDITION AS PER PLAT RECORDED IN BOOK 97 ON PAGE 426 IN SAID RECORDER'S OFFICE, BLOCK 6 & 7 OF HIGGIN'S ADDITION AS PER PLAT RECORDED IN BOOK 97 ON PAGE 115 IN SAID RECORDER'S OFFICE AND LOT 4 OF COMMUNITY CARE ADDITION AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 319 IN SAID RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3 AND 4 OF COMMUNITY CARE SECOND ADDITION

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 6 OF SAID HIGGIN'S ADDITION, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF WARREN STREET; THENCE SOUTH 0 DEGREES 56 MINUTES 37 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FOR 500.46 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4 OF COMMUNITY CARE ADDITION; THENCE NORTH 88 DEGREES 25 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE OF LOT 4 FOR 529.69 FEET TO THE NORTHWEST CORNER OF LOT 65 OF WABASH CROSSING 2ND ADDITION AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 908 IN SAID RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE OF LOT 65, SOUTH 0 DEGREES 26 MINUTES 24 SECONDS EAST FOR 67.74 FEET; THENCE ALONG SAID WEST LINE OF LOT 65, SOUTH 89 DEGREES 33 MINUTES 36 SECONDS WEST FOR 20.43 FEET; THENCE ALONG SAID WEST LINE OF LOT 65, SOUTH 0 DEGREES 26 MINUTES 24 SECONDS EAST FOR 103.16 FEET; THENCE ALONG SAID WEST LINE OF LOT 65, NORTH 88 DEGREES 48 MINUTES 05 SECONDS EAST FOR 6.92 FEET; THENCE ALONG THE WEST LINE OF LOTS 65 & 66 OF SAID WABASH CROSSING 2ND ADDITION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 22.65 FEET, A CHORD DISTANCE OF 21.46 FEET AND A CHORD BEARING OF SOUTH 58 DEGREES 45 MINUTES 32 SECOND EAST; THENCE ALONG THE WEST LINE OF SAID LOT 66 SOUTH 0 DEGREES 28 MINUTES 38 SECONDS EAST FOR 116.28 FEET; THENCE ALONG THE WEST LINE OF SAID LOT 66 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET, AN ARC DISTANCE OF 16.92 FEET, A CHORD DISTANCE OF 16.59 FEET AND A CHORD BEARING OF SOUTH 20 DEGREES 40 MINUTES 00 SECOND WEST TO THE SOUTHWEST CORNER OF SAID LOT 66; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 963.84 FEET, AN ARC DISTANCE OF 19.46 FEET, A CHORD DISTANCE OF 19.46 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 37 MINUTES 25 SECOND WEST; THENCE SOUTH 0 DEGREES 26 MINUTES 24 SECONDS EAST FOR 14.31 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID LOT 4 OF COMMUNITY CARE ADDITION; THENCE SOUTH 88 DEGREES 31 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 448.21 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 57 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 60.00 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 588.18 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH WATER STREET; THENCE NORTH 8 DEGREES 28 MINUTES 39 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 40.24 FEET; THENCE NORTH 6 DEGREES 58 MINUTES 32 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 40.12 FEET; THENCE NORTH 5 DEGREES 28 MINUTES 47 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 40.04 FEET; THENCE NORTH 3 DEGREES 57 MINUTES 51 SECONDS WEST

ALONG SAID EAST RIGHT OF WAY LINE FOR 39.97 FEET; THENCE NORTH 2 DEGREES 29 MINUTES 16 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 39.94 FEET; THENCE NORTH 0 DEGREES 58 MINUTES 53 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 39.93 FEET; THENCE NORTH 0 DEGREES 04 MINUTES 40 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 71.39 FEET; THENCE NORTH 44 DEGREES 08 MINUTES 36 SECONDS EAST FOR 14.33 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST MARIETTA STREET; THENCE NORTH 88 DEGREES 21 MINUTES 51 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 154.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 OF COMMUNITY CARE ADDITION; THENCE NORTH 0 DEGREES 55 MINUTES 28 SECONDS WEST FOR 60.01 FEET TO THE SOUTHWEST CORNER OF LOT 11 IN SAID BLOCK 7 OF HIGGIN'S ADDITION; THENCE NORTH 88 DEGREES 21 MINUTES 51 SECONDS EAST FOR 120.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN SAID BLOCK 7 OF HIGGIN'S ADDITION; THENCE NORTH 0 DEGREES 56 MINUTES 48 SECONDS WEST FOR 120.51 FEET TO THE NORTHEAST CORNER OF LOT 9 IN SAID BLOCK 7 OF HIGGIN'S ADDITION; THENCE NORTH 0 DEGREES 55 MINUTES 41 SECONDS WEST FOR 60.01 FEET TO THE SOUTHEAST CORNER OF LOT 22 IN SAID BLOCK 6 OF HIGGIN'S ADDITION; THENCE SOUTH 88 DEGREES 21 MINUTES 51 SECONDS WEST FOR 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 20 IN SAID BLOCK 6 OF HIGGIN'S ADDITION; THENCE NORTH 0 DEGREES 56 MINUTES 48 SECONDS WEST FOR 321.50 FEET TO THE NORTHWEST CORNER OF LOT 11 IN SAID BLOCK 6 OF HIGGIN'S ADDITION; THENCE NORTH 88 DEGREES 33 MINUTES 57 SECONDS EAST FOR 440.00 FEET TO THE PLACE OF BEGINNING.

LOT 5 OF COMMUNITY CARE FIRST ADDITION

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID COMMUNITY CARE ADDITION; THENCE SOUTH 0 DEGREES 40 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 FOR 243.99 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 30 SECONDS WEST FOR 45.18 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE NORTH 21 DEGREES 39 MINUTES 17 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 85.29 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 21 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 85.28 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 10 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 40.01 FEET; THENCE NORTH 28 DEGREES 34 MINUTES 13 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE FOR 49.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF KING STREET;

THENCE NORTH 88 DEGREES 37 MINUTES 25 SECONDS EAST FOR 129.03 FEET TO THE PLACE OF BEGINNING.

LOT 1 OF COMMUNITY CARE FIRST ADDITION

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 OF SAID J. K. WARREN & CO. 4TH ADDITION; THENCE SOUTH 0 DEGREES 43 MINUTES 51 SECONDS EAST FOR 324.61 FEET TO THE SOUTHEAST CORNER OF LOT 30 IN BLOCK 2 OF SAID ADDITION; THENCE SOUTH 88 DEGREES 41 MINUTES 05 SECONDS WEST FOR 430.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 22 DEGREES 33 MINUTES 23 SECONDS WEST FOR 26.82 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 88 DEGREES 37 MINUTES 30 SECONDS WEST FOR 8.00 FEET TO THE CENTER OF A 16 FOOT ALLEY LYING WEST OF LOTS 20 AND 11 IN BLOCK 2 OF SAID J. K. WARREN & CO. 4TH ADDITION ; THENCE ALONG THE CENTERLINE OF SAID ALLEY NORTH 0 DEGREES 40 MINUTES 00 SECONDS EAST FOR 299.15 FFET TO THE SOUTH LINE OF KING STREET; THENCE NORTH 88 DEGRESS 37 MINUTES 30 SECONDS EAST FOR 447.64 FEET TO THE POINT OF BEGINNING.

LOTS 2 & 3 OF COMMUNITY CARE FIRST ADDITION

BEGINNING AT THE NORTHWEST CORNER OF LOT 15 IN BLOCK 2 OF SAID DURFEE WARREN & CO. 2ND ADDITION; THENCE NORTH 88 DEGREES 31 MINUTES 56 SECONDS EAST FOR 601.74 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST COMMUNITY FUND ADDITION; THENCE SOUTH 0 DEGREES 43 MINUTES 51 SECONDS EAST FOR 324.45 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST COMMUNITY FUND ADDITION; THENCE SOUTH 0 DEGREES 52 MINUTES 55 SECONDS EAST FOR 60.03 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE SOUTH 0 DEGREES 28 MINUTES 15 SECONDS EAST FOR 301.04 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 OF SAID WAIT & CO'S ADDITION; THENCE SOUTH 88 DEGREES 13 MINUTES 31 SECONDS WEST FOR 300.89 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID SELLERS RESURVEY; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN SAID ADDITION NORTH 0 DEGREES 42 MINUTES 14 SECONDS WEST FOR 146.77 FEET EXTENDED TO THE CENTERLINE OF A 16 FOOT ALLEY LYING SOUTH OF BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE SOUTH 88 DEGREES 13 MINUTES 31 SECONDS WEST FOR 704.70 FEET TO THE

EAST RIGHT OF WAY LINE OF NORTH FRANKLIN STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 26 DEGREES 18 MINUTES 20 SECONDS WEST FOR 8.79 FEET TO A POINT ON THE NORTH LINE OF SAID ALLEY; THENCE ALONG SAID NORTH FRANKLIN STREET RIGHT OF WAY LINE NORTH 25 DEGREES 51 MINUTES 43 SECONDS WEST FOR 123.82 FEET TO A POINT ON THE WEST LINE OF LOT 26 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE NORTH 0 DEGREES 40 MINUTES 53 SECONDS WEST FOR 40.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 26; THENCE NORTH 88 DEGREES 41 MINUTES 05 SECONDS EAST FOR 401.09 FEET TO THE NORTHWEST CORNER OF LOT 16 IN BLOCK 1 OF SAID DURFEE WARREN & CO. 1ST ADDITION; THENCE NORTH 88 DEGREES 36 MINUTES 09 SECONDS EAST FOR 60.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE NORTH 0 DEGREES 43 MINUTES 51 SECONDS WEST FOR 384.34 FEET TO THE PLACE OF BEGINNING.

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

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

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

Section 2. That upon the condition set forth below, the aforesaid Planned Development be, and the same is hereby, modified and amended, and petitioner be, and it is hereby, authorized and permitted to develop the premises described above in accordance with the site plan hereto attached, marked Exhibit A and hereby made a part hereof.

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, orchards, social service facility, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.

3. Minimum parking and loading requirements have to be complied with the Zoning Ordinance. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of eleven (11) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 224,466 square feet. No building shall exceed 90,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory, social service facility, and apartments which may be two-story.
5. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than five (5) freestanding monument style signs including – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage, and one (1) along Condit Street. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be further explored and provided as much as possible for the development of the subject site.
10. A five-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

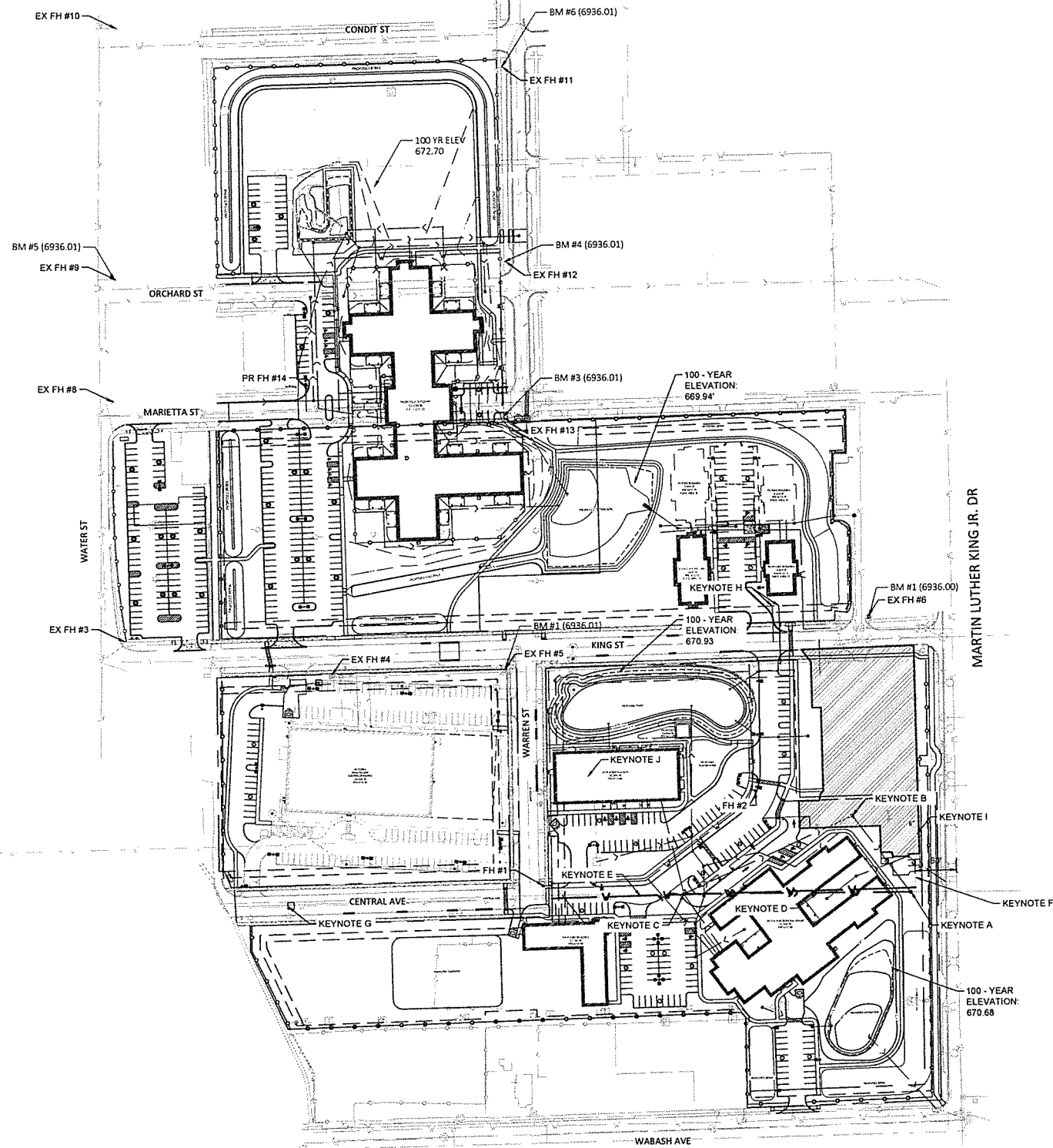
Section 3. That except as modified by the provisions hereof, the heretofore ordained Planned Development, and the provisions of ordinances relating thereto as heretofore amended and modified remain in full force and effect and the same remain subject to all the conditions, limitations and restrictions set out in the ordinance aforesaid and the respective modifications and amendments thereto.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



KEY NOTES

- A. CONTRACTOR SHALL CONSTRUCT MANHOLE ON EXISTING 18" SANITARY SEWER. VERIFY INVERT AND ADJUST AS NEEDED. LEAVE FLOW THROUGH EXISTING SEWER UNTIL IEPA PERMIT IS OBTAINED. KEEP NEW SEWER PLUGGED UNTIL SAID PERMIT OBTAINED.
- B. MANHOLE INVERT SHALL BE DETERMINED AFTER CONSTRUCTION OF MANHOLE A.
- C. CONSTRUCT MANHOLE TO ALLOW FLOW THROUGH EXISTING SEWER UNTIL IEPA PERMIT IS OBTAINED. PLUG NEW SEWER UNTIL SAID PERMIT IS OBTAINED.
- D. CONTRACTOR SHALL ABANDON 18" SEWER IN PLACE, PLUG DOWNSTREAM END AND FILL WITH FLOWABLE FILL AFTER IEPA PERMIT IS OBTAINED.
- E. REMOVE EXISTING WATERMAIN AS REQUIRED TO FACILITATE CONSTRUCTION.
- F. CONTRACTOR SHALL PLUG THE EXISTING 6" WATERMAIN AT AN EXISTING 8" X 6" TEE. 6" REDUCER AND 8" X 6" TEE TO REMAIN. REMOVE THE 6" WATERMAIN SOUTH OF THE TEE, 15 L.F. COORDINATE UTILITY INFORMATION WITH THE CITY OF DECATUR. CAP WATERMAIN WITH MECHANICAL JOINT CAPS OR CLSM.
- G. REMOVE EXISTING VALVE AND RETURN VALVE AND BOX TO THE CITY OF DECATUR. CAP WATERMAIN WITH MECHANICAL JOINT CAPS OR CLSM. PATCH PAVEMENT AS NEEDED.
- H. CONTRACTOR SHALL PLUG AND MARK ENDS OF EACH UTILITY SERVICE AT THIS LOCATION ONLY.
- I. RELOCATED SANITARY SEWER TO BE OWNED BY THE CITY OF DECATUR. CONTACT CITY ENGINEER PRIOR TO BEGINNING WORK.
- J. CONTRACTOR SHALL ABANDON 12" STORM SEWER IN PLACE, PLUG ENDS, AND FILL WITH FLOWABLE FILL.

NOTES

- 1. SEE SHEETS C102, C202 AND C302 FOR MORE SPECIFIC INFORMATION FOR SANITARY SEWER RELOCATION AT INPATIENT BUILDING.
- 2. SEE SHEETS CS08-CS13 FOR MORE SPECIFIC INFORMATION FOR UTILITY RELOCATIONS AT BABYTALK/DMCOC BUILDING.

FIRE HYDRANTS - DISTANT TO BUILDINGS				
FH #	INPATIENT	DORMITORY	OUTPATIENT	BABYTALK/DMCOC
FH #1	260'	10'	180'	N/A
FH #2	119'	305'	114'	N/A
EX FH #3	N/A	N/A	N/A	406'
EX FH #4	N/A	472'	334'	228'
EX FH #5	492'	398'	146'	224
EX FH #6	424'	N/A	357'	N/A
EX FH #7**	183'	N/A	N/A	N/A
EX FH #8	N/A	N/A	N/A	372'
EX FH #9	N/A	N/A	N/A	356'
EX FH #10	N/A	N/A	N/A	560'
EX FH #11	N/A	N/A	N/A	324'
EX FH #12	N/A	N/A	N/A	86'
EX FH #13	N/A	N/A	N/A	77'
EX FH #14	N/A	N/A	N/A	82'

**EX FH #7 LOCATED ON THE SOUTHEAST CORNER OF MLK JR DR AND SANGAMON ST (NOT SHOWN)

EXHIBIT A



REVIEWED
DATE: 02/07/2019
BY: [Signature]
NO. 067307039
DATE: 02/07/2019
NO. 067307039

Romano
Contractor / developer
108 S. WATER ST. SUITE 601 DECATUR, IL 62521
BUILT
www.romanoconpany.com

PROJECT NO. 6936
FIELD BOOK NO. 6936
START DATE JUNE 2018
DRAWN BY JNO/CH/CR
CHECKED BY MIC
C&A REF. NO. 6936
P&C REF. NO. 6936
FILE LOCATION PROJECT FILES

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS
INPATIENT
SULLY BUILDING
ROCKFORD
(815) 489-0050
(815) 489-0050
184-001397

STATE OF ILLINOIS
MAY E. CAVE
062-060331
PROFESSIONAL ENGINEER
EXP. 11/30/19

OVERALL UTILITY PLAN
COMMUNITY CARE CAMPUS
WARREN & KING ST.
DECATUR, IL

sheet no. C008
project no. 6936

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STAFF REPORT

Decatur City Plan Commission

Hearing Date	June 6, 2019
Case No.	19-22
Property Location	Generally bounded by East Condit Street, North Water Street, East Wabash Avenue and Martin Luther King Jr. Drive.
Requested Action	Amend the current PD Planned Development District, and to rezone properties from B-2 Commercial District and R-6 Multiple Dwelling District to PD Planned Development District bounded in general by East Condit Street, North Warren Street, East Marietta Street, a North/South Alley Right-Of-Way between North Water Street and North Warren Street, and North Water Street to allow expansion to the previously approved Community Care Campus by incorporating additional social service facility with accessory parking areas and orchards. The current PD Planned Development District is generally bounded by East Marietta Street, North Water Street, East Wabash Avenue and Martin Luther King Jr. Drive.
Petitioner	Crossing Healthcare
Representative	Mary Cave, Chastain & Associates LLC

BACKGROUND

The southeastern 22.7-acre portion of the overall 27.41 acre subject site was originally approved in September of 2018 for Community Care Campus (CCC) in the PD Planned Development District. An amendment of the original PD Planned Development District was recently approved in March 2019 to allow four (4) more accessory apartment buildings for the patients. The current CCC contains an existing community medical facility with a parking lot and a community garden (operated by Crossing Healthcare); a community service center (Northeast Community Fund), an accessory dormitory building, an inpatient care facility, an outpatient facility, all under construction; several vacant parcels approved for accessory apartment buildings and an early childhood development center (Baby Talk).

Over the years, this area has seen changes. In 2002, the vacant northeast quadrant of the subject site was part of a much larger redevelopment project rezoned from R-6 Mixed Use to PD Planned Development District for construction of new homes. This redevelopment project, known as Wabash Crossing/Near North/Hope VI development, is a mix of single-family and multi-family residences.

In 2014/2015, Crossing Healthcare (formerly Community Healthcare Improvement Center) constructed a community medical facility in the west-central portion of the subject site, after a rezoning petition of the property was approved from R-6 Multiple Dwelling District to O-1 Office District.

In 2016, a site plan for a 20,177 square feet community service center (to be developed by Northeast Community Fund separately) was approved for the southwest corner of North Martin Luther King Jr.

Drive and East King Street. In early 2019, a revised site plan for a smaller 16,800 square feet center was approved. Most recently, construction of the project has commenced and is ongoing.

On September 4, 2018, the City Council approved the vacation of certain public rights-of-way (streets and alleyways) as part of the planned CCC redevelopment area generally bounded by East Marietta Street, North Martin Luther King Jr. Drive, East Wabash Avenue, and North Water Street.

On September 6, 2018, the CCC in the PD Planned Development District was recommended for approval by Plan Commission. It was subsequently approved by City Council on September 17, 2018. March 4, 2019 a Planned Development District amendment was approved by City Council to include accessory apartments buildings for the patients of the CCC.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Vacant lots, Community Social Service and Medical Facilities	PD, R-6, B-2	Residential – Low Density, Mixed-Use Commercial/Residential
North	Church, Parking lot, Vacant lots, and Residential	R-6, B-2, PD	Residential – Low Density, Mixed-Use Commercial/Residential
South	Commercial, Industrial, Single-Family Residences	M-1, M-2	Mixed Use Commercial/Residential
East	Wabash Crossing, Industrial	PD, M-1, M-2	Residential – Low Density, Employment
West	Commercial and Vacant Buildings	B-2	Mixed-Use Commercial/Residential

PROJECT DESCRIPTION

The petitioner proposes the CCC be expanded by adding two areas of land, zoned “R-6” and “B-2” Districts with 4.71-acres in combined size, to the northwest and west of the original CCC. In conjunction of a request for rezoning of the two areas from “R-6” and “B-2” Districts to “PD” District that the current PD Planned Development District is requested to be amended to add a social service facility with parking areas and additional orchards. The previously approved PD Planned Development District included Baby Talk 18,000 square foot building. Now, the petitioner instead proposes to construct 53,090 square foot building to house both Baby Talk and Decatur Macon County Opportunities Coalition (DMCOC) to provide childhood development and social services for those families that use the Community Care Campus. Currently, DMCOC occupies the parcels in the northernmost portion of the overall site. Those are zoned both B-2 Commercial District and R-6 Multiple Dwelling District and have to be rezoned to PD Planned Development. The petitioner is also proposing to provide 634 parking spaces for the overall development, 13% more than the required 562 spaces to accommodate the larger building and accessory uses. Two (2) large and three (3) small parking lots are being proposed. Landscaped berm will follow North Warren Street to East Condit Street going west, then south at the alley of North Water Street. A sustainability feature is being added of a bioswale to south of the proposed building to capture stormwater runoff from the additional parking lots. The façade for the proposed buildings will be mostly brick. See the table below for comparison of the previously approved versus the proposed uses.

The petitioner is also requesting to vacate Alley Right-of-Way at 230-399 Block of East Marietta Street and the East/West Alley Right-of-Way located between the 1000 Blocks of North Warren Street and North Water Street, and a street Right-of-Way at 230-399 Block of East Marietta Street and Alley Right-of-Way located between the 1000 Blocks of North Warren Street and North Water Street.

The proposed Baby Talk/DMCOC building is a social service facility within the campus providing additional services such as a Head Start program to help struggling children, job training and employment readiness for adults, transportation coordination, help eliminate poverty, and assist seniors live independently.

Comparison Chart - Previous Proposal VS. Current Proposal							
	Buildings	Location on site	Status	Use	Previous Proposal-Size (sq. ft.)	Current Proposal-Size (sq. ft.)	Notes
1	Crossing Healthcare	West-Central	Existing	Medical offices	29,143	29,143	Community Garden
2	Inpatient Care Facility	Southeast	Under Construction	Detox and Residential Rehab	31,564	31,564	48 Bedrooms
3	Outpatient Facility	Central	Under Construction	Medical offices	15,906	15,906	Theater room, gym, sports court & playground
4	Dormitory	South-Central	Under Construction	Short-term Residences	17,742	17,742	32 Bedrooms/64 Beds
5a	DMCOC and Baby Talk (Combine Building)	North	Currently Proposed	Social Services	N/A	53,090	Baby Talk 1-story DMCOC 2-stories
5b	Baby Talk	North	Previously Proposed	Early childhood development center	18,193	N/A	Replaced by Current Plan (5a)
6a	TBD	Northeast	TBD	TBD	TBD	N/A	Proposal replaced by 6b
6b	Accessory Apartments	Northeast	Proposed	Four (4) Long-term Apartment Buildings	N/A	5,658	8 2-Bedrooms & 2 1-Bedrooms/ 18 Beds
						4,164	10 1- Bedrooms/ 10 Beds
						5,658	8 2-Bedrooms & 2 1-Bedrooms/ 18 Beds
						4,164	10 1- Bedrooms/ 10 Beds
7	Northeast Community Fund	East-Central	Under Construction	Community Service Center	20,177	16,800	
Total					132,725	183,889	

STAFF ANALYSIS

The City of Decatur Zoning Ordinance provides standards for reviewing applications for Planned District developments. An analysis of the review standards is discussed herein:

The proposed site plan shows the existing DMCOC building to be demolished and the parking lot to be reconfigured. The parcel for the proposed building will be served by two roads East Marietta Street and East Orchard Street. The proposed building of DMCOC and Baby Talk will share ownership of the building but will have split ownership via condominium plat.

The additional traffic to be generated should not be detrimental to the area. The petitioner is also having to change and update utilities to accommodate the proposed building and parking lots.

This PD District amendment is consistent with the intent of the original PD District and the Comprehensive Plan. The proposed zoning and social services and early childhood development center uses are consistent and compatible with the previously approved zoning and uses for the original CCC. Internal traffic circulation would be efficient. The number of parking spaces proposed for the overall CCC exceed the requirements by 13%. Parking reduction as previously allowed is no longer warranted. Landscape berms with walking trails and large green space to the north of the proposed building is shown on the site plan.

The preliminary PD plan has been reviewed and approved by the City's Technical Review Committee, Planning, Engineering and Fire.

STAFF RECOMMENDATION

Based on the analysis, staff recommends approval of the proposed PD Planned Development District petition with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, orchards, social service facility, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. Minimum parking and loading requirements have to be complied with the Zoning Ordinance. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of ten (10) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 185,000 square feet. No building shall exceed 55,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory, social service facility, and apartments which may be two-story.
5. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.

6. The overall development will be permitted to have no more than five (5) freestanding monument style signs including – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage, and one (1) along Condit Street.. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be further explored and provided as much as possible for the development of the subject site.
10. A five-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released

PLAN COMMISSION ACTION

Section XIX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 19-22 to the City Council with a recommendation for approval is suggested.

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

Scott Dedert
Senior Planner

Raymond Lai, AICP
Director of Economic & Community Development

ATTACHMENTS

1. Petition
2. Location Map
3. Site Plan

**City of Decatur, Illinois****PETITION FOR REZONING***Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois*

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type**SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION**

Petitioner	Crossing Healthcare				
Address	320 E. Central Ave.				
City	Decatur	State	IL	Zip	62521 tandricks@
Telephone	217-877-9117	Fax		E-mail	crossinghealthcare.org
Property Owner	Various - See attached "PROPERTY OWNERS".				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	Chastain & Associates LLC - Mary Cave				
Address	5 N. Country Club Road				
City	Decatur	State	IL	Zip	62521 mcave@
Telephone	217-422-8544	Fax	217-422-0398	E-mail	chastainengineers.com

SECTION TWO: SITE INFORMATION

Street Address	Area bounded by Condit, Water, Wabash & MLK					
Legal Description	See attached "SECTION TWO: SITE INFORMATION".					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☒ R-6	Is this property a Planned Unit Development? ☒ YES Approval Date: 3/4/19 ☐ NO
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	27.43	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

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

Section Three Continued

Purpose	<i>Please state the purpose of the proposed rezoning.</i>
----------------	---

To add an 80,000 sf multi-user building to the Community Care social service campus. The building will house the Babytalk and DMCOOC organizations. The campus serves the Decatur community, especially the underserved population with respect to medical care, education, substance abuse treatment, and other social services.

SECTION FOUR: JUSTIFICATION

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

The currently approved Planned Development includes approximately an 83,000 sf building for the Babytalk organization. During the time of the Community Care Campus development, the Decatur Macon County Opportunities Coalition (DMCOOC) was also seeking to expand their current building to improve their Early Head Start program and to add senior citizens services at the same location. These two organizations found they have similar needs and were going to be located adjacent to each other. These organizations are seeking efficiencies by combining both of their organizations under one roof. The PD amendment revises the building at the northwest corner of the existing Planned Development and also adds additional property within the Planned Development, extending the limits to Condit Street.

SECTION FIVE: CERTIFICATION

	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
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Petitioner's Signature	<i>Mary Carol for T. Andrick</i>	Date	<i>5/2/19</i>
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NOTES:

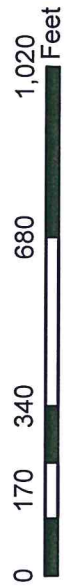
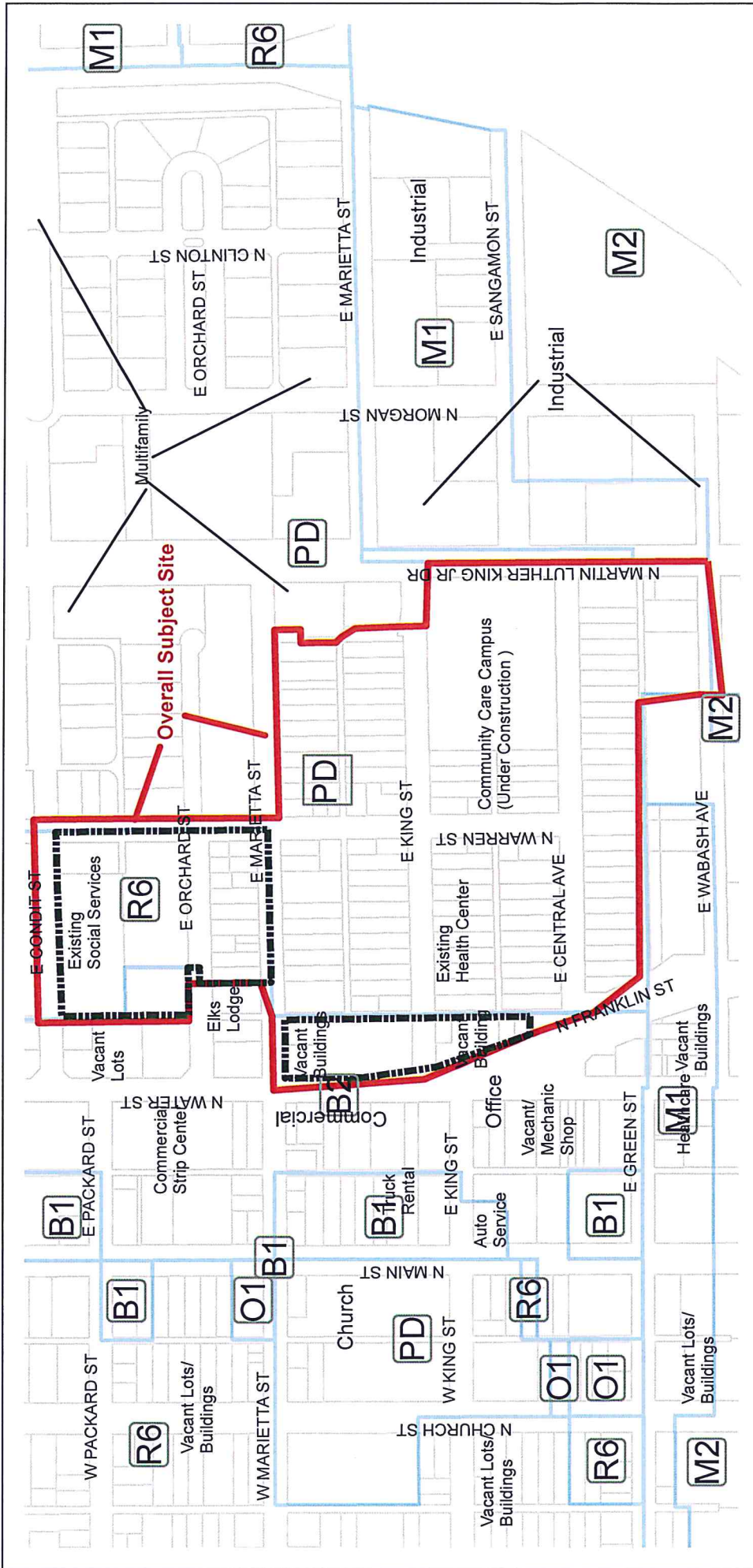
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating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

OFFICE USE ONLY

Date Filed	
By	

Decatur Plan Commission

Crossing Healthcare



Legend

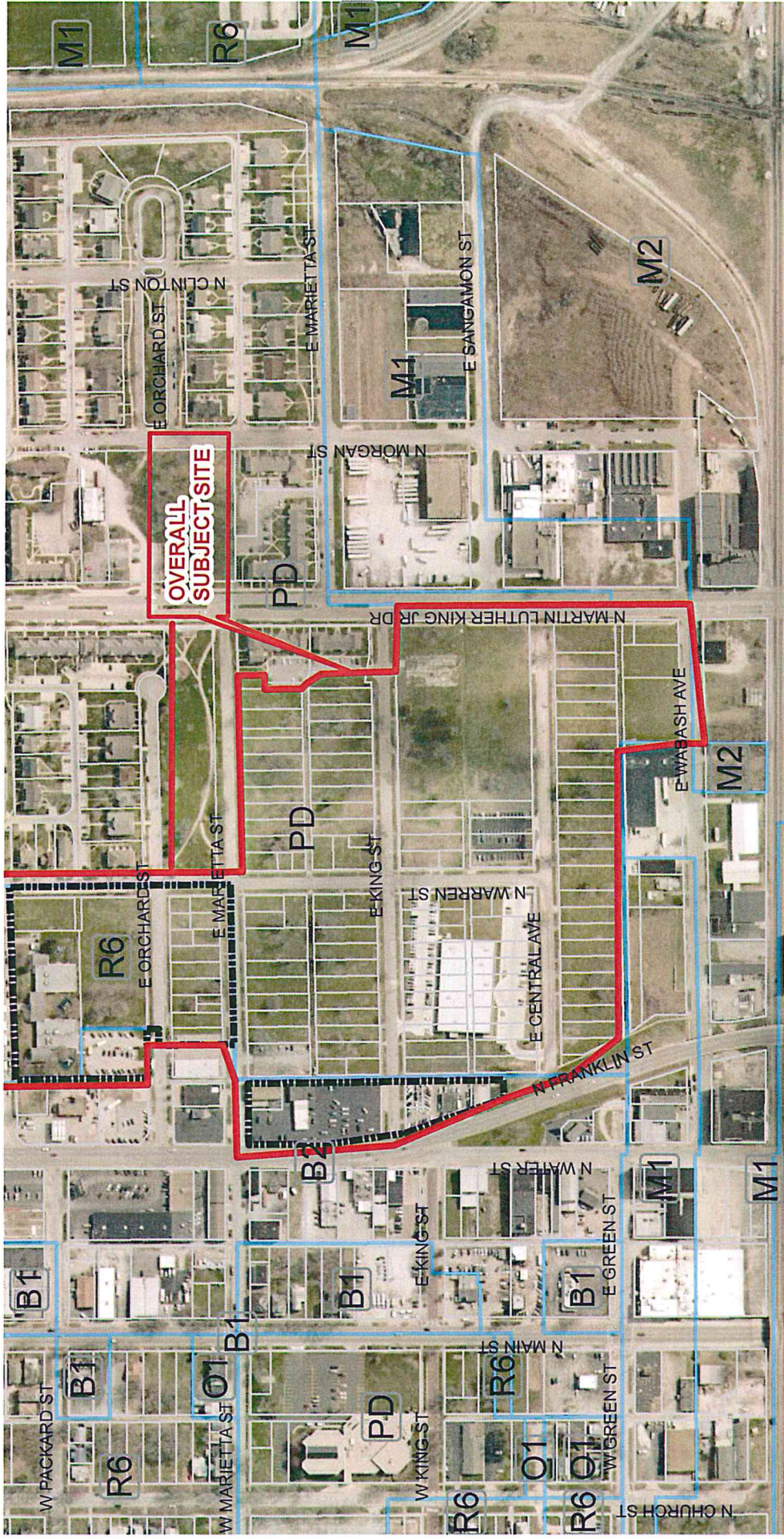
- Proposed Rezoning (dashed black line)
- Overall Subject Site (red outline)
- Zoning (colored boxes: R6, B1, M1, M2, O1, PD)
- Parcels (thin grey lines)

Date: June 6, 2019

Petition of: Crossing Healthcare

Decatur Plan Commission

Crossing Healthcare



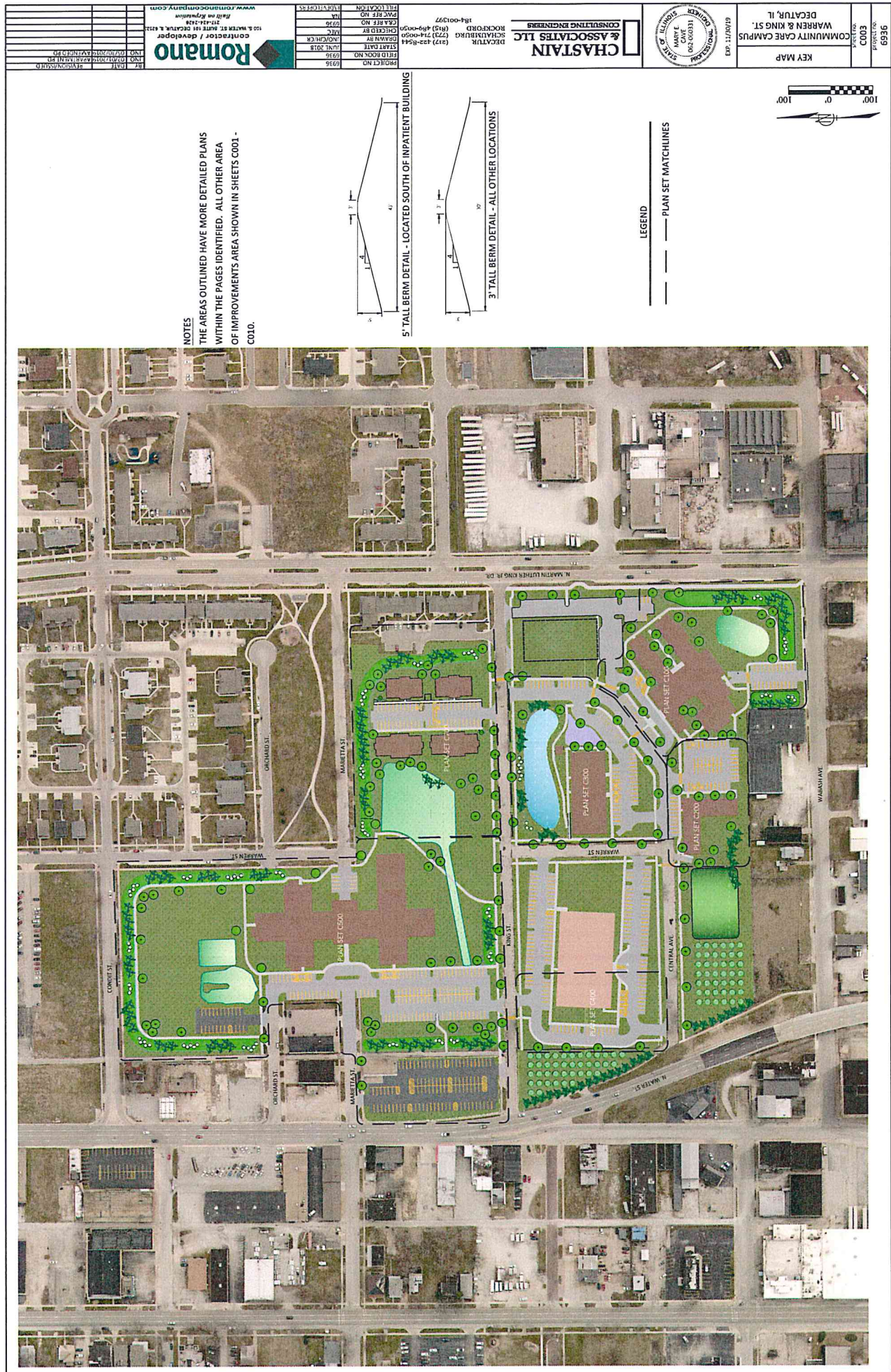
Legend

- Overall Subject Site
- Proposed Rezoning
- Zoning
- Parcels

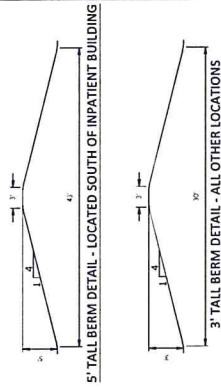


Date: June 6, 2019

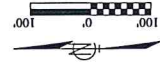
Petition of: Crossing Healthcare



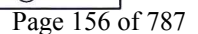
NOTES
 THE AREAS OUTLINED HAVE MORE DETAILED PLANS
 WITHIN THE PAGES IDENTIFIED. ALL OTHER AREA
 OF IMPROVEMENTS AREA SHOWN IN SHEETS C001 -
 C010.



LEGEND
 — PLAN SET MATCHLINES



CHASTAIN & ASSOCIATES LLC CONSULTING ENGINEERS 100 S. WATER ST. SUITE 100 DECATUR, IL 62521 (773) 714-0000 FAX (773) 714-0001 www.chastainassoc.com		PROJECT NO. C003 6936
PROJECT NAME COMMUNITY CARE CAMPUS WARREN & KING ST. DECATUR, IL		SHEET NO. C003
DATE 11/20/19		DRAWN BY J. CHASTAIN
CHECKED BY J. CHASTAIN		IN CHARGE J. CHASTAIN
SCALE 1" = 40'		PROJECT NO. 6936
SHEET NO. 003		TOTAL SHEETS 11



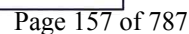
- A. CONTRACTOR SHALL CONSTRUCT MANHOLE ON EXISTING 36" SANITARY SEWER. VERIFY INTERIOR AND ADJUST AS NEEDED. 1" MINIMUM COVER SHALL BE MAINTAINED. EXISTING MANHOLE IS OBTAINED. KEEP NEW SEWER PLUGGED UNTIL SAIL PERMIT IS OBTAINED.
- B. MANHOLE INVERT SHALL BE DETERMINED AFTER CONSTRUCTION OF MANHOLE A.
- C. CONSTRUCT MANHOLE TO ALLOW FLOW THROUGH EXISTING CONDUIT. MANHOLE SHALL BE OBTAINED. PLUS NEW SEWER UNTIL SAIL PERMIT IS OBTAINED.
- D. CONTRACTOR SHALL MANHOLE 12" FIBER REINFORCED PLUG DOWNSTREAM END AND TILL WITH FLOWABLE FILL UP TO PERMIT IS OBTAINED.
- E. REMOVE EXISTING WATERMAIN AS REQUIRED TO FACILITATE CONSTRUCTION.
- F. CONTRACTOR SHALL PLUS THE EXISTING 6" WATERMAIN AT AN EXISTING 6" TEE. F. REDUCED AND 6" X 6" TEE TO REMAIN. COORDINATE UTILITY IMPROVEMENTS WITH THE CITY OF OKLAHOMA. CAP WATERMAIN WITH MECHANICAL JOINT CAPS OR CLOSURE.
- G. REMOVE EXISTING WATER MAIN AND RETURN WARE AND 6" TO THE CITY OF OKLAHOMA. CAP WATERMAIN WITH MECHANICAL JOINT CAPS OR CLOSURE. PATCH PAVEMENT AS NEEDED.
- H. CONTRACTOR SHALL PLUS AND MARK ENDS OF EACH UTILITY SERVICE AT THIS LOCATION ONLY.
- I. RELOCATED SANITARY SEWER TO BE OWNED BY THE CITY OF OKLAHOMA. CONTACT CITY ENGINEER PRIOR TO BEGINNING WORK.
- J. CONTRACTOR SHALL MANHOLE 12" FIBER REINFORCED PLUG PLUS END. AND FILL WITH FLOWABLE FILL.

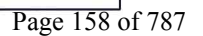
1. SEE SHEETS C102, C202 AND C301 FOR MORE SPECIFIC INFORMATION FOR SANITARY SEWER RELOCATION AT INPATIENT BUILDING.

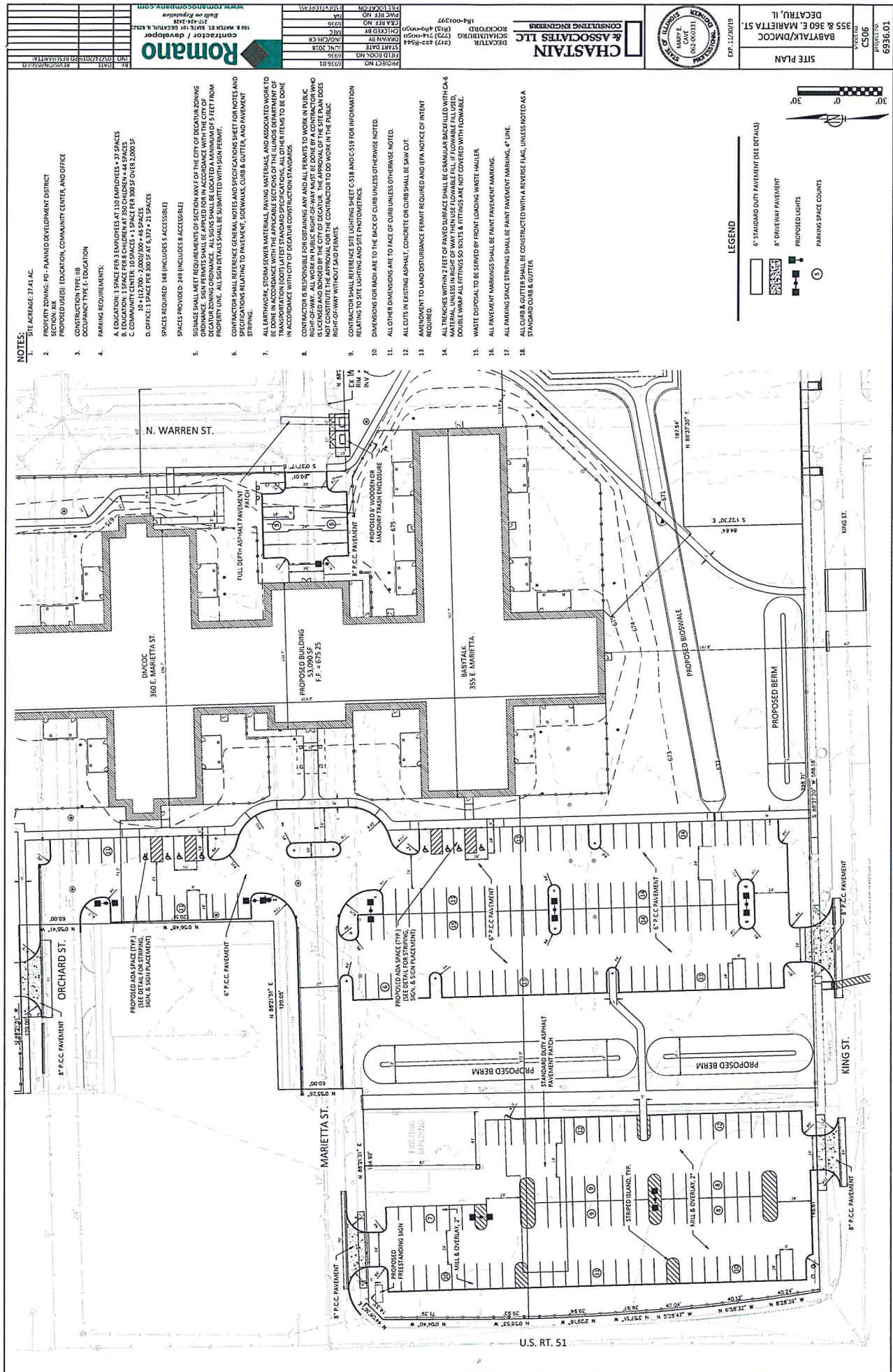
2. SEE SHEETS C508-C513 FOR MORE SPECIFIC INFORMATION FOR UTILITY RELOCATIONS AT BABYALK/DMA/CC BUILDING.

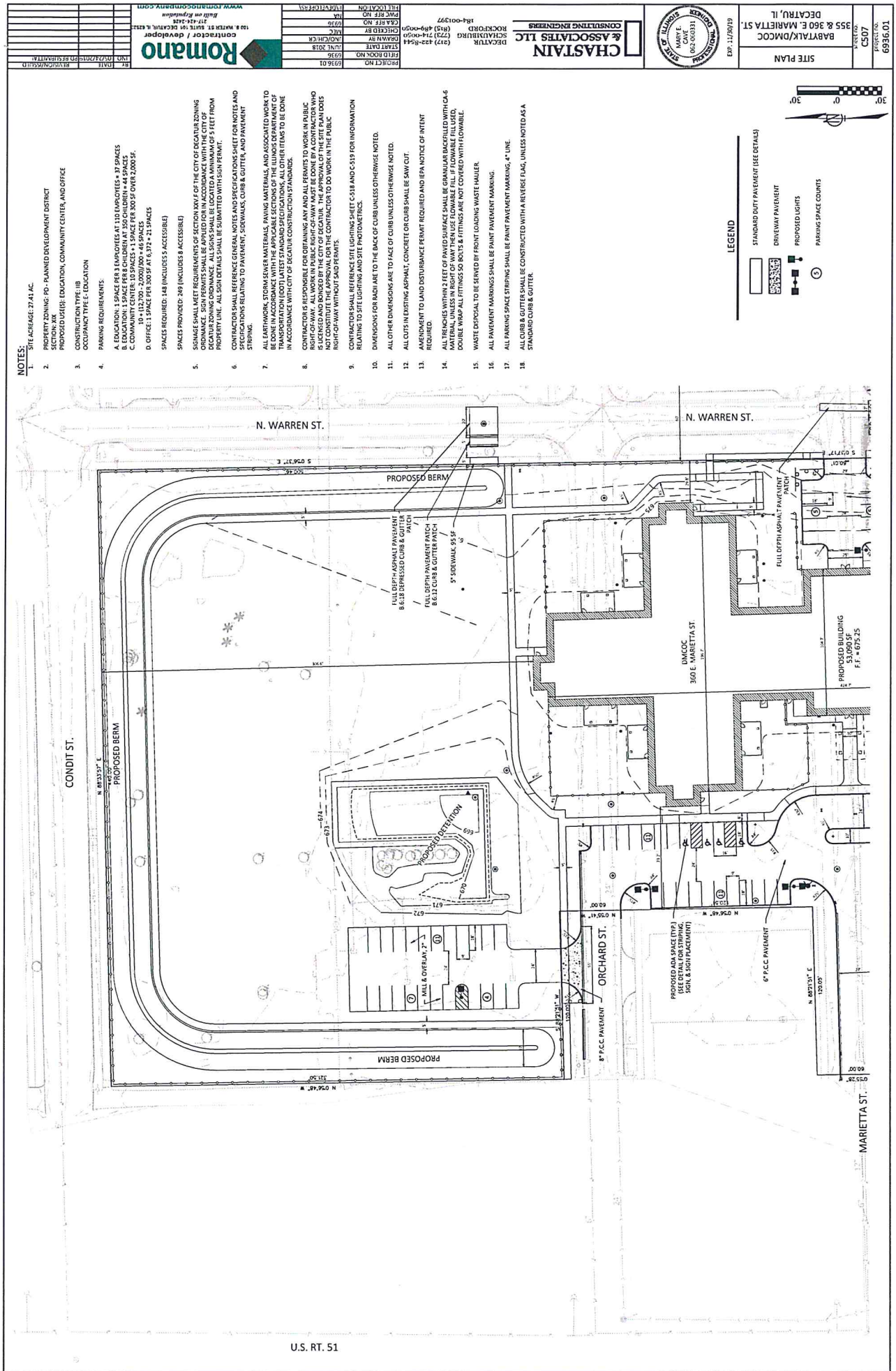
FIRE HYDRANTS - DISTANT TO BUILDINGS				
FH #	INPATIENT	DORMITORY	OUTPATIENT	BABY/TALK/DM/CC
FH #1	360'	10'	180'	N/A
FH #2	115'	305'	114'	N/A
EX FH #3	N/A	N/A	N/A	450'
EX FH #4	N/A	472'	334'	230'
EX FH #5	492'	358'	146'	224
EX FH #6	424'	N/A	357'	N/A
EX FH #7**	283'	N/A	N/A	N/A
EX FH #8	N/A	N/A	N/A	372'
EX FH #9	N/A	N/A	N/A	350'
EX FH #10	N/A	N/A	N/A	560'
EX FH #11	N/A	N/A	N/A	334'
EX FH #12	N/A	N/A	N/A	86'
EX FH #13	N/A	N/A	N/A	77'
EX FH #14	N/A	N/A	N/A	82'

***EX FH #7 LOCATED ON THE SOUTHEAST CORNER OF MLK JR DR AND SAIGAMON ST (NOT SHOWN)



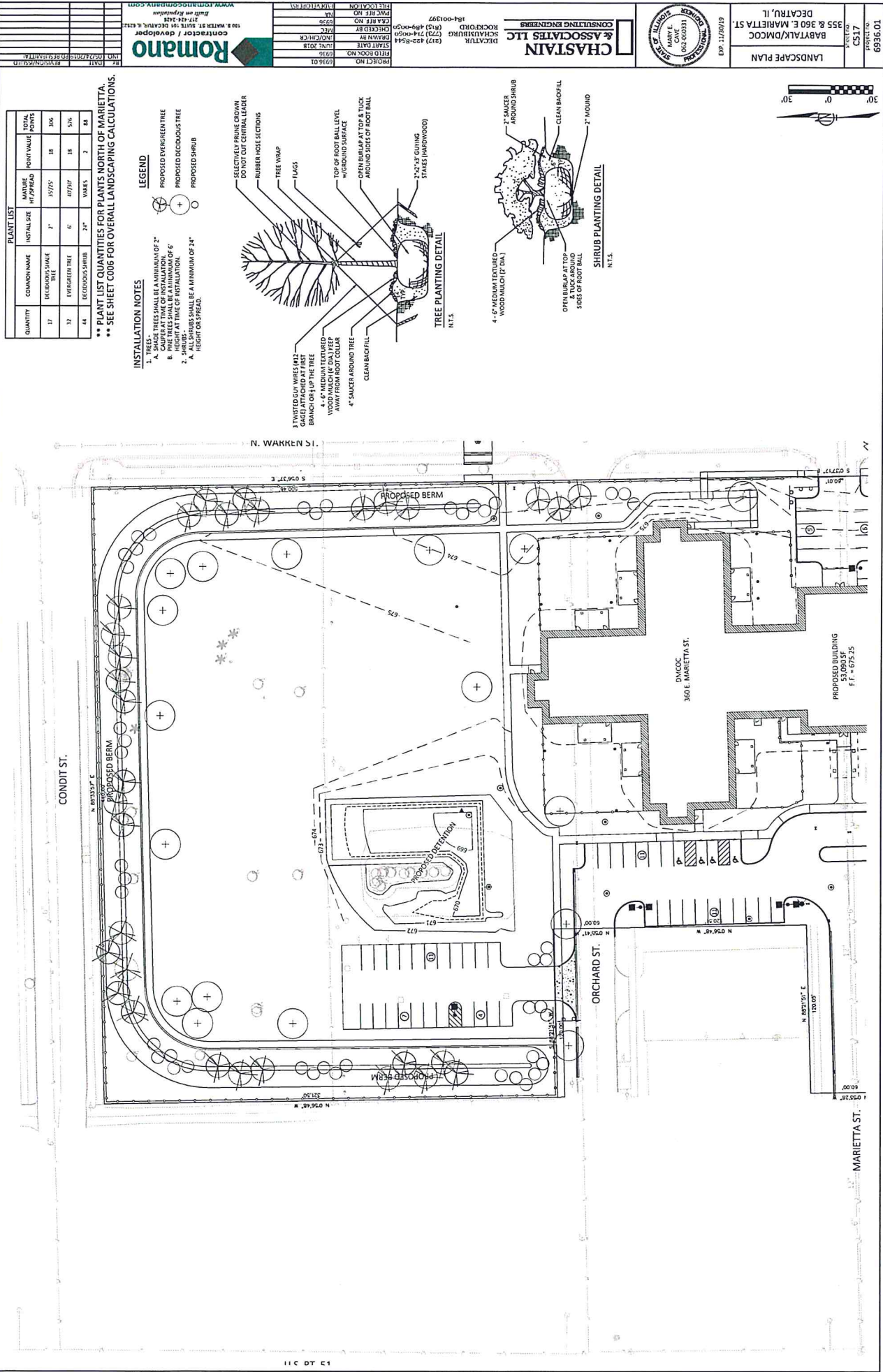


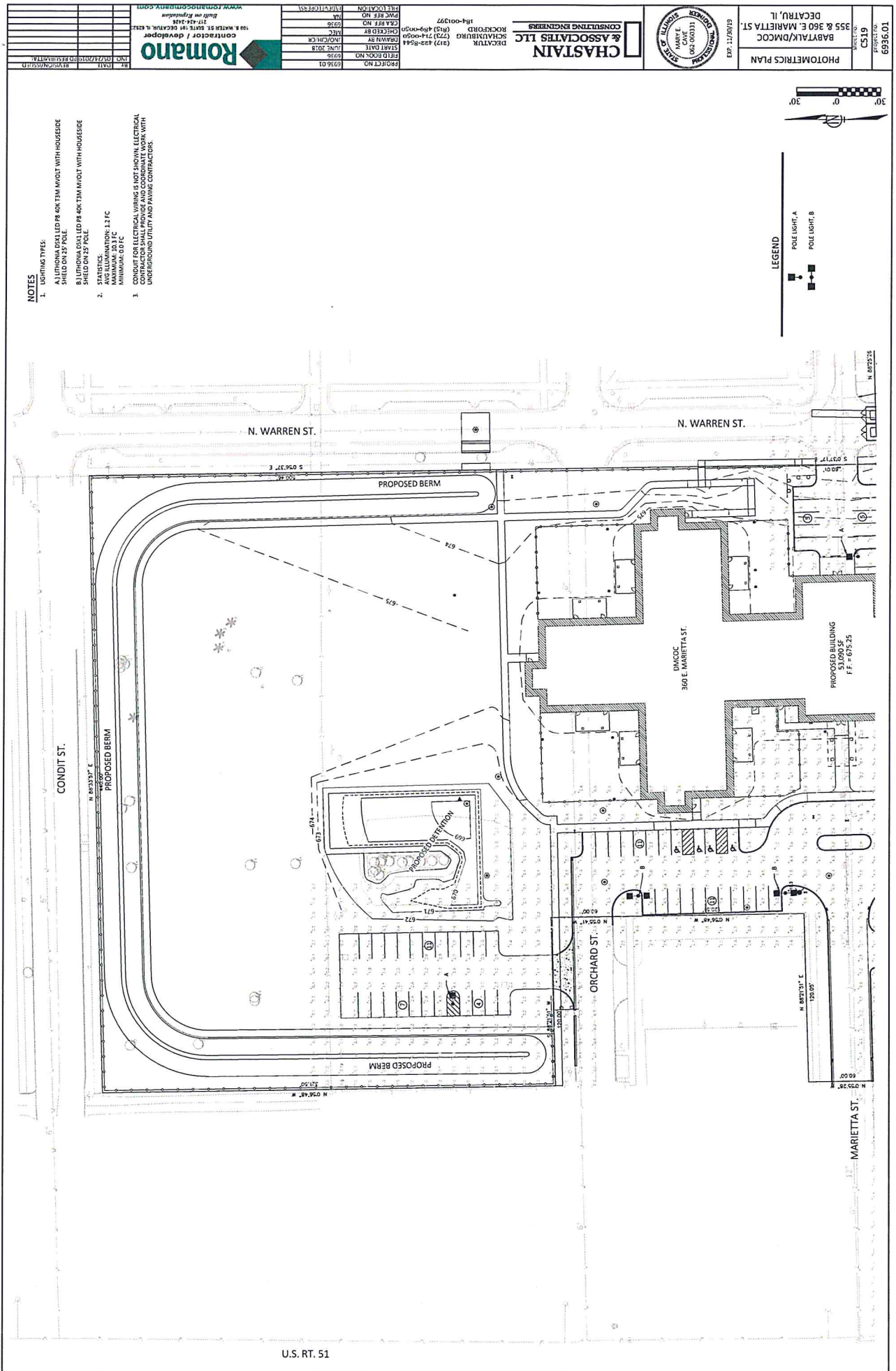




NOTES:

1. SITE AREA: 27.41 AC.
2. PROPERTY ZONING: PD - PLANNED DEVELOPMENT DISTRICT
3. SECTION: XIX
4. PROPOSED USES: EDUCATION, COMMUNITY CENTER, AND OFFICE
5. CONSTRUCTION TYPE: IIB
6. OCCUPANCY TYPE: C - EDUCATION
7. PARKING REQUIREMENTS:
 - A. EDUCATION: 1 SPACE PER 1 EMPLOYEE AT 110 EMPLOYEES + 17 SPACES
 - B. EDUCATION: 1 SPACE PER 8 CHILDREN AT 150 CHILDREN + 44 SPACES
 - C. COMMUNITY CENTER: 10 SPACES + 1 SPACE PER 300 SF OVER 2,000 SF.
 - D. OFFICE: 1 SPACE PER 300 SF AT 6,713 + 21 SPACES
8. SPACES REQUIRED: 148 (INCLUDES 5 ACCESSIBLE)
9. SPACES PROVIDED: 269 (INCLUDES 8 ACCESSIBLE)
10. SIGNAGE SHALL MEET REQUIREMENTS OF SECTION XIV.F OF THE CITY OF DECATUR ZONING ORDINANCE. SIGN PERMITS SHALL BE APPLIED FOR IN ACCORDANCE WITH THE CITY OF DECATUR ZONING ORDINANCE. ALL SIGNS SHALL BE LOCATED A MINIMUM OF 5 FEET FROM PROPERTY LINE. ALL SIGN DETAILS SHALL BE SUBMITTED WITH SIGN PERMIT.
11. CONTRACTOR SHALL REFERENCE GENERAL NOTES AND SPECIFICATIONS SHEET FOR NOTES AND SPECIFICATIONS RELATING TO PAVEMENT, SIDEWALKS, CURB & GUTTER, AND PAVEMENT STRIPING.
12. ALL EXISTING STORM SEWER MATERIALS, PAVING MATERIALS, AND ASSOCIATED WORK TO BE REMOVED AND REPLACED WITH NEW MATERIALS AND ASSOCIATED WORK TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
13. TRANSPORTATION (DOT) LATEST STANDARD SPECIFICATIONS. ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
14. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT-OF-WAY. ALL WORK IN PUBLIC RIGHT-OF-WAY MUST BE DONE BY A CONTRACTOR WHO HAS OBTAINED THE NECESSARY PERMITS. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN THE PUBLIC RIGHT-OF-WAY WITHOUT SAID PERMITS.
15. CONTRACTOR SHALL REFERENCE SITE LIGHTING SHEET C-518 AND C-519 FOR INFORMATION RELATING TO SITE LIGHTING AND SITE PHOTOGRAPHICS.
16. DIMENSIONS FOR ROAD ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
17. ALL OTHER DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
18. ALL CUTS IN EXISTING ASPHALT, CONCRETE OR CURB SHALL BE SAW CUT.
19. ALL CUTS TO LAND DISTURBANCE PERMIT REQUIRED AND EPA NOTICE OF INTENT REQUIRED.
20. ALL TRENCHES WITHIN 2 FEET OF PAVED SURFACE SHALL BE GRANULAR BACKFILLED WITH 0-6" SAND AND COVERED WITH 18" GRANULAR FILL. ALL TRENCHES SHALL BE COVERED WITH DOUBLE WRAP ALL FITTINGS SO NO RISKS & FITTINGS ARE NOT COVERED WITH FLOWABLE.
21. WASTE DISPOSAL TO BE SERVED BY FRONT LOADING WASTE HAULER.
22. ALL PAVEMENT MARKINGS SHALL BE PAINT PAVEMENT MARKING.
23. ALL PARKING SPACE STRIPING SHALL BE CONSTRUCTED WITH A REVERSE FLAG, UNLESS NOTED AS A STANDARD CURB & GUTTER.





Excerpts from Plan Commission Meeting of June 6, 2019:

Case No. 19-22 Petition of CROSSING HEALTHCARE, to amend the current PD Planned Development District, and to rezone properties from B-2 Commercial District and R-6 Multiple Dwelling District to PD Planned Development District bounded in general by East Condit Street, North Warren Street, East Marietta Street, a North/South Alley Right-Of-Way between North Water Street and North Warren Street, and North Water Street to allow expansion to the previously approved Community Care Campus by incorporating additional social service facility with accessory parking areas and orchards. The current PD Planned Development District is generally bounded by East Marietta Street, North Water Street, East Wabash Avenue and Martin Luther King Jr. Drive.

It was moved and seconded (Newton/Peoples) to forward Case No. 19-22 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request), also pointing out that a small building has recently been acquired by the petitioner which will be used as a storage building. This storage building should be reflected in the staff report and the recommendation. Staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting and the updated information (staff report is on file and is available for reviewing by request) with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, orchards, social service facility, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. Minimum parking and loading requirements have to be complied with the Zoning Ordinance. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of eleven (11) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 224,466 square feet. No building shall exceed 90,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory, social service facility, and apartments which may be two-story.
5. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.

Excerpts from Plan Commission Meeting of June 6, 2019 continued:

6. The overall development will be permitted to have no more than five (5) freestanding monument style signs including – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage, and one (1) along Condit Street. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be further explored and provided as much as possible for the development of the subject site.
10. A five-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Mr. Dedert and Mr. Lai clarified the boundary lines of the proposed rezoning parcels and the current PD Planned Development District and the situations where the petitioner should come back to amend the PD Planned Development District.

Ms. Regan Deering, representative for Northeast Community Fund, asked if the signs would be shared signs. Mr. Lai stated he would like to see all tenants of the entire development work together on the signage to add to the appeal of the community Care Campus.

Mrs. Mary Cave, representative for the petitioner, reviewed the boundaries, explained the progression/additions of the PD Planned Development and signage. The recently acquired building will be used for storing equipment for maintaining the campus.

Mr. Johnson asked if the storage building will be improved. Mrs. Cave said she is not sure but it will up to the standards they want and the parking lot around it will be repaved to make it look nice. The alley to the east will be repaved to make it more like a walking trail.

Mr. Willie Lee, representative for the John C. Elis Masonic Lodge, was sworn in by Mrs. Poland.

Mr. Lee asked if they will be able to access their building from the east and was also concerned about the alleyway paving. Mrs. Cave said that Orchard and Marietta are blocked east of their building but they will be able to access Water Street to the west on Orchard and Marietta. The parking lot to King Street will be open without any gates. The alley will be paved south of their building from Marietta down to King Street.

Upon call of the roll, Commission members Tom Brinkoetter, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson, Kent Newton, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Economic & Community Development

DATE: 6/17/2019

MEMO: No. 19-37

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager

Raymond Lai, AICP, Economic and Community Development Director

Scott Dedert, Senior Planner

SUBJECT: Ordinance rezoning from M-1 Intense Commercial /Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit (CUP) to allow for Industrial and Commodity Scrap Processing and Storage Yards 2000 Block of South Imboden Court

SUMMARY RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit with the following conditions for the future owner of the subject site:

1. The uses permitted for this site shall include industrial and commodity scrap processing and storage yards, offices, warehouses, and asphalt shingle recycling facility.
2. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

The City Plan Commission voted 9-0 to recommend approval of this petition at the June 6, 2019 meeting; the relevant draft minutes of the meeting are attached.

BACKGROUND:

The subject site is 22.73 acres in size, zoned M-1 Intense Commercial /Light Industrial District. The property, currently owned by the City of Decatur, is occupied by a business incubator with office/warehouse space for multiple tenants.

On February 4, 2019, the Decatur City Council approved a resolution for the sale of the subject site to Decatur RAS LLC/Mull LLC, which currently owns the asphalt shingle recycling facility on West Eldorado Street, just west of Mueller Company. As part of the contract of sale attached to the approved resolution, the seller (City of Decatur) agrees to rezone the properties from M-1 Intense Commercial /Light Industrial District to M-2 Heavy Industrial if required by the Zoning Ordinance to facilitate the buyer's operation. Subsequently, it was determined that such rezoning with a Conditional Use Permit (CUP) is

warranted. The sale would support the continued economic development of both this company and the planned expansion of Mueller Company facilities on West Eldorado Street. Closing of the land sale is anticipated soon.

The petitioner proposes the current M-1 Intense Commercial /Light Industrial District zoning of the subject site be changed to M-2 Heavy Industrial District with a CUP for industrial and commodity scrap processing and storage yards. The intent is to facilitate the planned operations of Decatur RAS LLC/Mull LLC for an asphalt shingle recycling facility to be relocated to this site. The existing office/warehouse buildings are anticipated to be maintained to support the proposed use.

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

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

The petition has been reviewed and approved by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Scott Dedert at 424-2786 or at sdedert@decaturil.gov, or Raymond Lai at 424-2727 or rlai@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING FROM M-1 INTENSE COMMERCIAL /LIGHT
INDUSTRIAL DISTRICT TO M-2 HEAVY INDUSTRIAL DISTRICT WITH A
CONDITIONAL USE PERMIT (CUP) TO ALLOW FOR INDUSTRIAL AND
COMMODITY SCRAP PROCESSING AND STORAGE YARDS
- 2000 BLOCK OF SOUTH IMBODEN COURT -**

WHEREAS, on the 6th day of June 2019, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of City of Decatur to rezone from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit premises legally described as:

Parcel One

Beginning at a point 2015.13 feet East of the Northwest Corner of Sector 27, T-16-N, R-2-E of the 3rd P.M.; thence South 28° 21' 03" West, a distance of 116.10 feet; thence South 4° 34' 03" West, a distance of 100.72 feet; thence South 28° 53' 03" West, a distance of 1207.27 feet; thence South 82° 31' 10" West, a distance of 121.67 feet; thence North 61° 13' 35" West, a distance of 504.13 feet; thence North 28° 40' 43", a distance of 500.00 feet, thence North 28° 07' 16" East, a distance of 1133.46 feet; thence South 60° 52' East, (S60° 58' 52" E), 575.10 feet; thence South 28° 21' 03" West, a distance 143.72 feet to the point of beginning.

Said parcel containing 22.433 Acres, more or less
Permanent Index Number: 17-12-27-126-002

Parcel Two

Beginning at a point, 2015.13 feet East of the Northwest Corner of Section 27, T-16-N, R-2-E of the 3rd P. M.; thence South 28° 21' 03" West, a distance of 116.10 feet; thence South 4° 34' 03" West, a distance of 100.72 feet; thence North 28° 53' 03" East, a distance of 351.52 feet; thence North 60° 58' 52" West, a distance of 43.89 feet; thence South 28° 21' 03" West, a distance of 1437.75 feet to the point of beginning.

Said premise containing 0.298 Acres, more or less
Permanent Index Number: 04-12-22-376-002

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from M-1 Intense Commercial-Light Industrial District to M-2 Heavy Industrial District.

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

Section 4. That upon the condition set forth below, the aforesaid M-2 Heavy Industrial District with a Conditional Use Permit be, and the same is hereby, modified and amended, and the future owner of the subject property be, and it is hereby, authorized and permitted to develop the premises described above in accordance with the site plan hereto attached, marked Exhibit A and hereby made a part hereof.

1. The uses permitted for this site shall include industrial and commodity scrap processing and storage yards, offices, warehouses, and asphalt shingle recycling facility.
2. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Section 5. That said M-2 Heavy Industrial District zoning with a Conditional Use Permit at the 2000 Block South of Imboden Court granted hereby, be, and it is hereby, made subject to the applicable provisions and requirements of Ordinance No. 3512, as amended, the same being

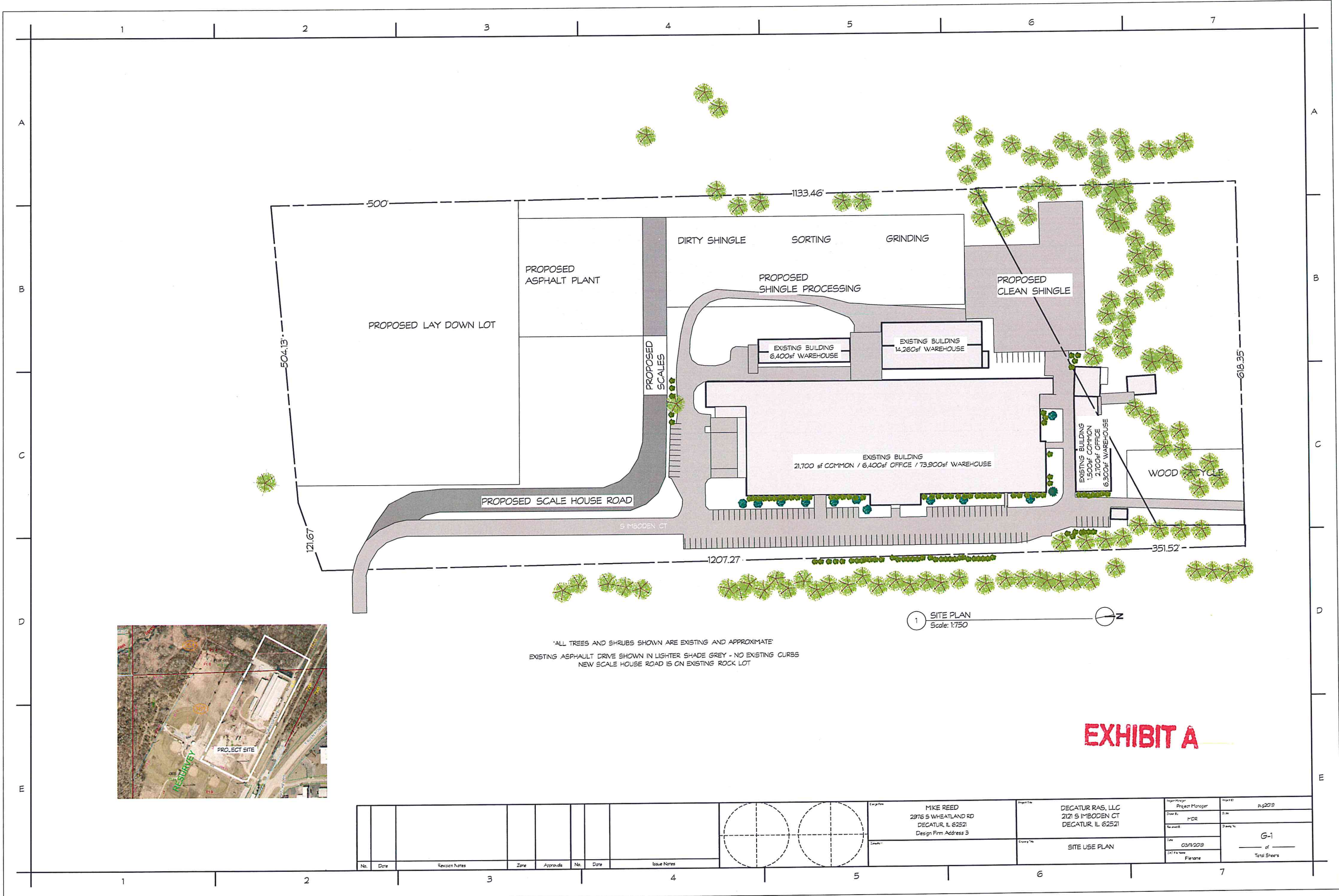
the Zoning Ordinance of the City of Decatur, Illinois, and that the Zoning Map of said City be amended, shown and verified as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

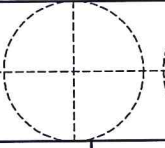
KIM ALTHOFF, CITY CLERK



ALL TREES AND SHRUBS SHOWN ARE EXISTING AND APPROXIMATE
 EXISTING ASPHALT DRIVE SHOWN IN LIGHTER SHADE GREY - NO EXISTING CURBS
 NEW SCALE HOUSE ROAD IS ON EXISTING ROCK LOT

1 SITE PLAN
 Scale: 1:750

EXHIBIT A

No.		Date	Revised Notes	Zone	Approvals	No.	Date	Issue Notes			Design Firm MIKE REED 2976 S WHEATLAND RD DECATUR, IL 62521 Design Firm Address 3	Project Name DECATUR RAS, LLC 2121 S IMBODEN CT DECATUR, IL 62521	Project Manager Name TDR	Project ID 1452019
										Drawing Title SITE USE PLAN		Date 03/11/2019	Scale G-1	Total Sheets 1 of 1

STAFF REPORT
Decatur City Plan Commission

Hearing Date June 6, 2019
Case No. 19-26
Property Location 2000 Block of South Imboden Court
Request Rezone from M-1 Intense Commercial /Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit (CUP) to allow for Industrial and Commodity Scrap Processing and Storage Yards.
Petitioner Raymond Lai, Director of Economic and Community Development, on behalf of the City of Decatur.

BACKGROUND

The subject site is 22.73 acres in size, zoned M-1 Intense Commercial /Light Industrial District. The property, currently owned by the City of Decatur, is occupied by a business incubator with office/warehouse space for multiple tenants.

On February 4, 2019, the Decatur City Council approved a resolution for the sale of the subject site to Decatur RAS LLC/Mull LLC, which current owns the asphalt shingle recycling facility on West Eldorado Street, just west of Mueller Company. As part of the contract of sale attached to the approved resolution, the seller (City of Decatur) agrees to rezone the properties from M-1 Intense Commercial /Light Industrial District to M-2 Heavy Industrial if required by the Zoning Ordinance to facilitate the buyer's operation. Subsequently, it was determined that such rezoning with a Conditional Use Permit (CUP) is warranted. The sale would support the continued economic development of both this company and the planned expansion of Mueller Company facilities on West Eldorado Street. Closing of the land sale is anticipated soon.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Small Business Incubator	M-1	Schools – Public & Private
North	Warehouses	M-1	Employment
South	Sports Facility (Ballfields)	M-1	Schools – Public & Private
East	Marine and Lumber Yard	M-1	Schools – Public & Private and Retail
West	Sports Complex (Ballfields)	M-1	Schools – Public & Private

PROJECT DESCRIPTION

The petitioner proposes the current M-1 Intense Commercial /Light Industrial District zoning of the subject site be changed to M-2 Heavy Industrial District with a CUP for industrial and commodity scrap processing and storage yards. The intent is to facilitate the planned operations of Decatur RAS LLC/Mull LLC for an asphalt shingle recycling facility to be relocated to this site,

as discussed in the previous Background section. The existing office/warehouse buildings are anticipated to be maintained to support the proposed use.

STAFF ANALYSIS

Staff supports the requested rezoning and the Conditional Use Permit for an industrial and commodity scrap processing and storage yards in essence an asphalt shingle recycling facility with outdoor storage yards. While the subject site is surrounded by properties in the “M-1” District, rezoning the site from “M-1” District to “M-2” District at this location meets the purpose of the “M-2” District as stated in Section III of the Zoning Ordinance “The purpose of this district is to assure that sufficient land is set aside, with sufficient infrastructure and access to transportation modes and corridors, for heavy and intensive manufacturing, agricultural processing, and other uses that are vital to the community's economic development.” The site with 22.73 acres, has sufficient land set aside and available for permitted uses in the “M-2” District. Since development conditions can be imposed with a CUP, the compatibility and appropriateness of the proposed use with the adjoining properties in the “M-1” District can be ensured. Also, the site is located next to a railroad and in proximity to U.A. Highway 51, allowing easy access to transportation and corridors.

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. The first standard requires that the use be “necessary for the public convenience at the location.” The proposed use of an asphalt shingle recycling facility (industrial and commodity scrap processing and storage yard) would not take place for at least another 12 months to allow the tenants of the incubator to find a new location of their business based on the land sale agreement. The surrounding uses are enclosed warehouses to the north, sports facility (ballfields) to the south and west, and a industrial buildings and offices to the southeast and east. Per the Comprehensive Plan, the recommended uses “schools – public & private,” “employment,” and “retail” could be compatible to the proposed use and there is not a key development strategy for the subject site identified. The requested Conditional Use Permit does preserve employment because the asphalt shingle recycling facility require employees to operate at this location.

The second standard is that the proposed “conditional use is designed, located, and proposed to be operated that the public health, safety and welfare will be protected.” Currently, the existing building does meet the second standard. If the requested CUP is approved, the future owner of the subject site will have to submit proposed site plans, which staff will make sure the second standard will be met. The facility is located and designed to be operated in a manner in which the public health, safety and welfare will be protected. Considering the sporting facilities (ballfields) to the immediate south and west, staff recommends a landscaping buffer of twenty-five (25) feet in width with evergreen trees of a minimum of six (6) feet in height along the southern and western property line where they adjoin the ballfields. This would minimize the visual impact of the outdoor storage yards and asphalt plant.

The third standard is the proposed “will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.” The current condition of the building is to remain, afterwards landscaping, remodeled building will help increase property value. The facility should not cause injury to the value of other properties in the areas as required by the third standard.

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit with the following conditions for the future owner of the subject site:

1. The uses permitted for this site shall include industrial and commodity scrap processing and storage yards, offices, warehouses, and asphalt shingle recycling facility.
2. Landscaping buffer of twenty-five (25) feet in width with arborvitae trees of a minimum of six (6) feet in height along the southern and western property line where they adjoin the ballfields.
3. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing of the rezoning and Conditional Use Permit request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 19-26 to City Council by the Plan Commission with a recommendation is warranted.

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

Scott Dedert
Senior Planner

ATTACHMENTS

1. Petition
2. Location Maps
3. Site Plan



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	RAYMOND LAI, DIRECTOR OF ECONOMIC & COMMUNITY DEVELOPMENT				
Address	#1 Gary K. Anderson Plaza.				
City	Decatur	State	IL	Zip	62523
Telephone	217-424-2727	Fax		E-mail	rlai@decaturil.gov
Property Owner	City of Decatur				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone	217-424-2727	Fax		E-mail	
Representative	RAYMOND LAI, DIRECTOR OF ECONOMIC & COMMUNITY DEVELOPMENT				
Address	same as above				
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

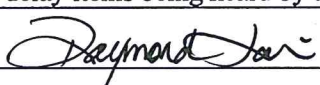
Street Address	2000 Block of Imboden Court					
Legal Description	See Attached					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						Office/Warehouse Complex (Business Incubator)
Size of Tract	22.73	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☒ M-2	☐ M-3	☐ PMR-1		
Other:	WITH CONDITIONAL USE PERMIT (C.U.P.)					

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning WITH C.U.P.
To allow industrial and commodity scrap processing and storage yards (asphalt shingle recycling facility). Existing office/warehouse buildings will be maintained.	

SECTION FOUR: JUSTIFICATION	
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):	
This allows relocation of the asphalt shingle recycling facility on West Eldorado Street just west of Mueller Co., to the subject site. The proposed rezoning to M-2 District for this site meets the purpose of M-2 District per the Zoning Ordinance. With sufficient landscape buffer to the west and southwest, its visual impact to the neighboring ballfield use will be minimized. Via Conditional Use Permit, appropriate development conditions can be imposed. This would fulfill the land sales contract between the City and the Buyer (Future Owner).	

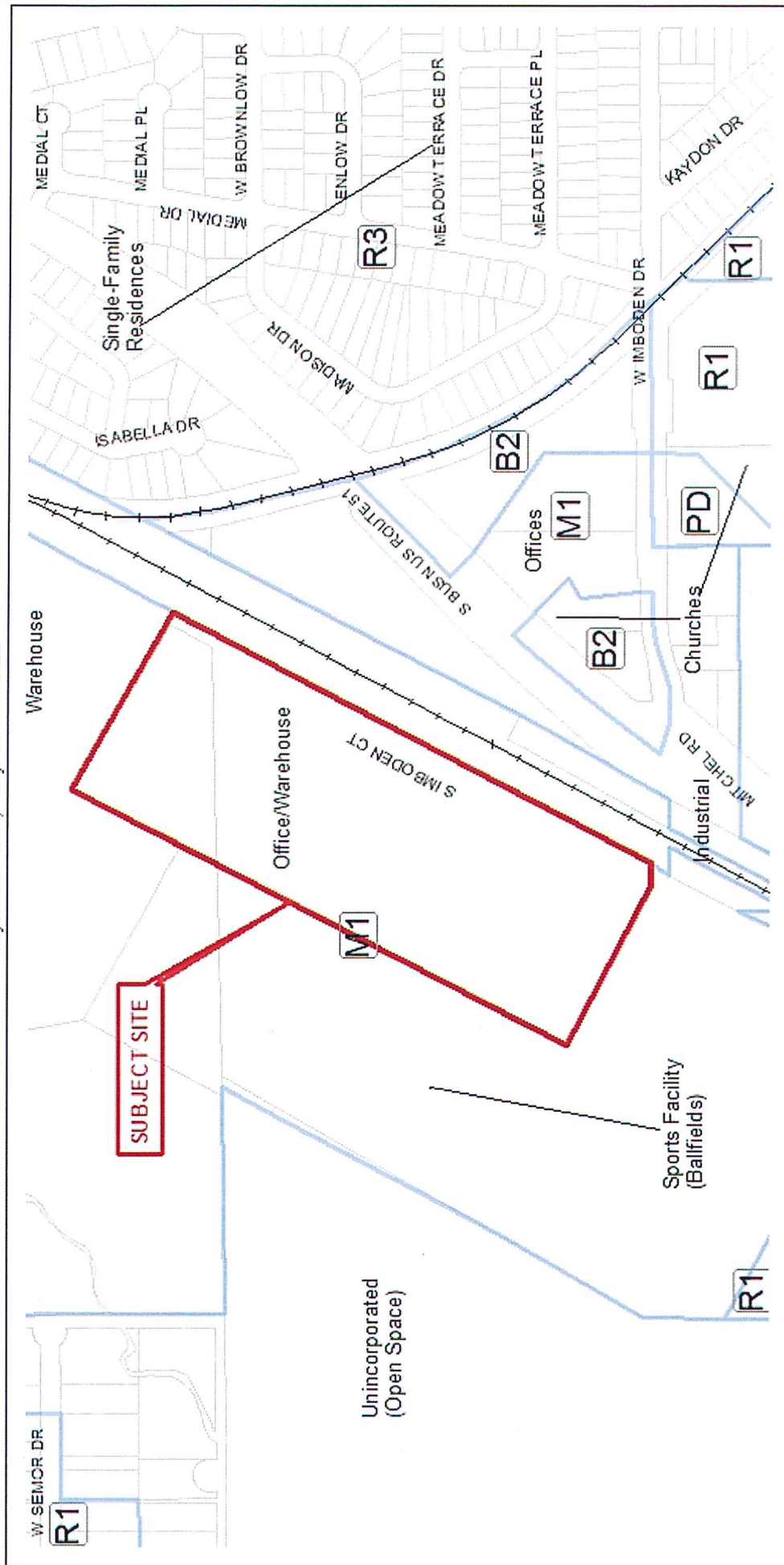
SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend 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	5/20/2019

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

OFFICE USE ONLY	
Date Filed	
By	

Decatur Plan Commission

Raymond Lai, City of Decatur



Legend

- Subject Site
- Railroads
- Zoning
- Parcels



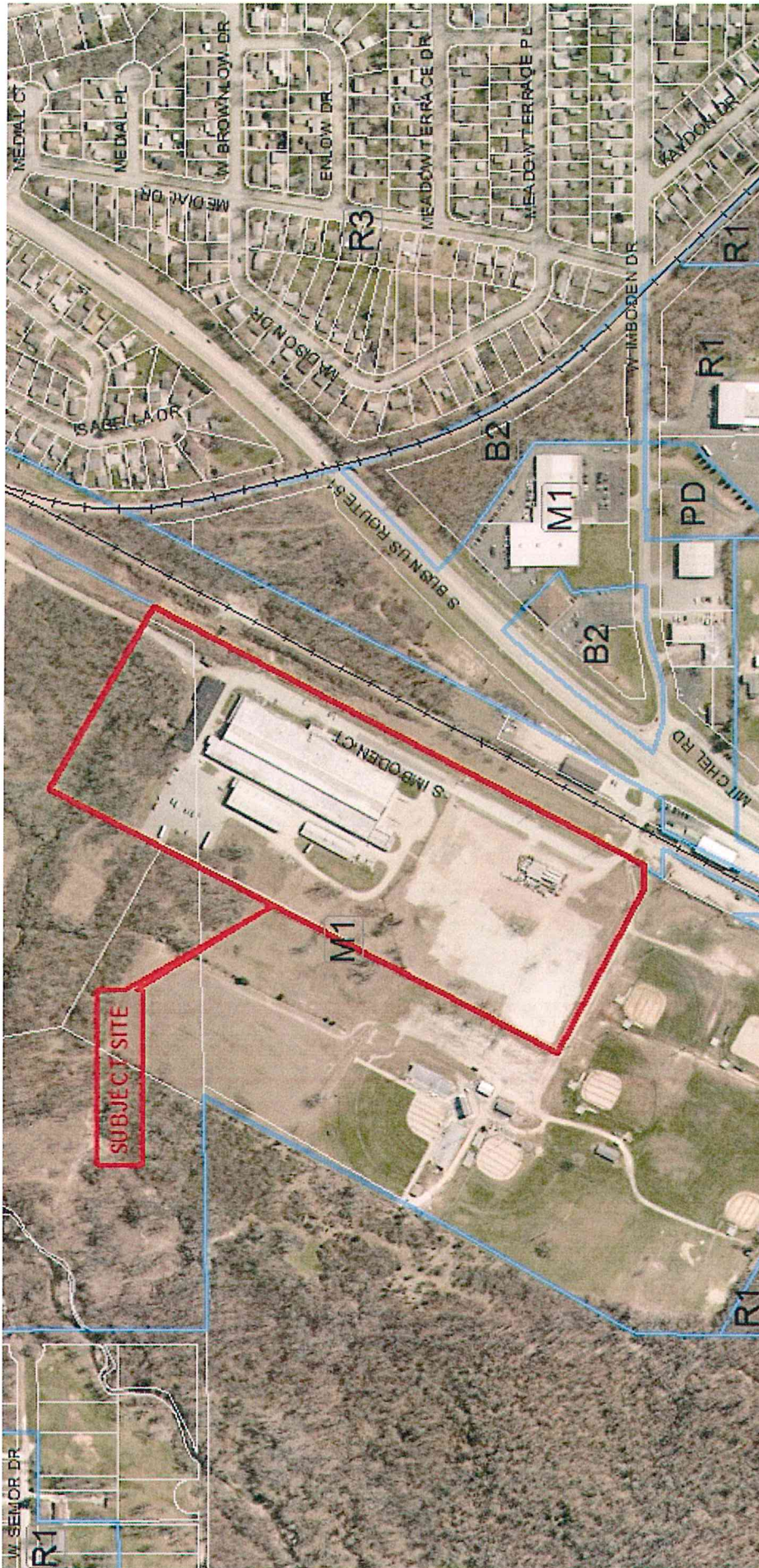
0 200 400 800 1,200 Feet

Date: June 6, 2019

Petition of: Raymond Lai,
City of Decatur

Decatur Plan Commission

Raymond Lai, City of Decatur



Legend

- Subject Site
- Railroads
- Zoning
- Parcels



Date: June 6, 2019

Petition of: Raymond Lai,
City of Decatur

Excerpts from Plan Commission Meeting of June 6, 2019:

Case No. 19-26 Petition of RAYMOND LAI, DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT, ON BEHALF OF THE CITY OF DECATUR for rezoning from M-1 Intense Commercial-Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit in the M-2 Heavy Industrial District to allow for Industrial and Commodity Scrap Processing and Storage Yard located in the 2000 Block of SOUTH IMBODEN COURT. Said premises is currently zoned M-1 Intense Commercial-Light Industrial District.

It was moved and seconded (Newton/Peoples) to forward Case No. 19-26 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. The uses permitted for this site shall include industrial and commodity scrap processing and storage yards, offices, warehouses, and asphalt shingle recycling facility.
2. Landscaping buffer of twenty-five (25) feet in width with arborvitae trees of a minimum of six (6) feet in height along the southern and western property lines where they adjoin the ballfields.
3. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Mr. Newton stated he is concerned about the six (6) feet arborvitae trees not being enough of a buffer from where children will be playing and the asphalt processing that will be going on. The mounds of asphalt are probably twenty (20) feet tall. Mr. Dedert stated the Plan Commission could modify the condition and add a berm of (3) to four (4) feet and the trees would be planted on top of the berm which would quickly increase the trees to approximately ten (10) feet. At maturity, arborvitae may reach up to forty (40) feet and grow at an average of three (3) feet per year.

Mr. Lai stated it would be difficult to hide the asphalt plant. However, there would be a twenty-five (25) foot buffer that will help with the visual impact from the ballfield. the Plan Commission can add additional spacing, height or other conditions if they prefer. The six (6) foot arborvitae are a starting point.

Mr. Brinkoetter said they could possibly stagger the trees for better coverage. He also stated the ballfields are privately owned and are primarily used for travel baseball.

Mr. Andrew Chiligris, Counsel for the purchasers, was sworn in by Mrs. Poland.

Mr. Chiligris stated before the Commissioners think about adding any additional conditions he would like them to think about the bigger picture. The current location of the shingle grinding facility is not optimal for anyone. This facility will be moved to an industrial setting. This facility will not be next to the ballfields, which are also zone industrial. Mr. Chiligris stated he was not in favor of the planting of the arborvitae as he was not aware of the conditions until this meeting. This site is being purchased from the City on an "as is" basis. Mr. Chiligris was complementary of the assistance he received from staff.

Excerpts from Plan Commission Meeting of June 6, 2019 continued:

Mr. Dedert explained where staff would like the arborvitaes to be located. Landscaping points for existing trees/vegetation are given to meet the requirements for the landscaping plan. Mr. Brinkoetter said the big ball diamond is to the west where staff would like the trees. The diamond faces away from the building and no one will be facing towards the building. The trees would not be shielding anything. Mr. Dedert stated the uses could possibly be changed on the property in the future so staff would still recommend the planting of the arborvitaes.

Mr. Dedert said it is staff's recommendation that the landscaping details be worked out at a later date during site plan approval between the City and the proposed buyer.

It was moved and seconded (Newton/Brinkoetter) to amend the motion for Case No. 19-26 with a recommendation of approval as set forth in the staff report excluding staff's recommendation condition #2.

Upon call of the roll, Commission members Tom Brinkoetter, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson, Kent Newton, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the modified motion carried.

It was moved and seconded (Newton/Brinkoetter) to forward Case No. 19-26 as amended to the City Council with a recommendation of approval as set forth in the staff report excluding staff's recommendation condition #2.

Upon call of the roll, Commission members Tom Brinkoetter, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson, Kent Newton, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Economic & Community Development

DATE: 6/17/2019

MEMO: No. 19-38

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Amending Mass Transit Management Agreement with MV Transportation Inc.

SUMMARY RECOMMENDATION:

Staff recommends that this item be approved, granting an 18-month extension to the current agreement.

BACKGROUND:

The City of Decatur initially awarded a 5-year management contract to MV Transportation Inc. (Contractor) to manage the operations and employees of Decatur Public Transit System effective July 1, 2014 and expiring on June 30, 2019. Two amendments to the original agreement were approved by the City Council in 2014 and 2016. Of these two amendments, one was for payroll services provided by MV and the other was for utilization of MV's on-demand scheduling software license for DPTS Operation Uplift program.

For months, city staff has been considering if certain operational changes would be warranted to provide efficient, cost effective and improved delivery of transit services to the public. We have concluded that the current structure of the management agreement limits access to some of the desirable changes, as well as to the Contractor's purchasing power for employee benefits, group health care and other employee benefits due to the existing Sub-Contractor arrangement.

Additionally, there have been management leadership transitions in the City since summer of 2018. There are too many variables at this time to execute a long-term turn-key contract for full-contract operations--even though this is the preferred long-term goal. The city will likely want to make route changes in conjunction with its neighborhood revitalization plan; the city will be taking delivery of 14 new buses in 2020; MV and the city plan to install new security cameras and software; and the city has not fully explored how to utilize MV's purchase and

payroll/benefit systems because we have not had full access to them. These variables should be resolved before entering in to a long term contract, otherwise the contract cost will increase needlessly. Add to this the tie required to go through the federal government's protracted procurement process, and we believe an 18-month extension is appropriate.

With the current agreement expiring at the end of June 2019, staff is seeking approval to amend the agreement for an 18-month extension from July 1, 2019 until December 31, 2020. As proposed, the City would also provide MV a 3% fee increase above what we are now providing monthly. Implementation of additional compensation is to be determined upon deployment of operational change measures.

Staff has informed the Illinois Department of Transportation (IDOT) and Federal Transit Administration(FTA) of its plans to amend, extend and revise the scope of work. They have no objection to the city proceeding as proposed.

POTENTIAL OBJECTIONS: Some local members of the Almagated Transit Union (ATU) have expressed operational concerns with the current contractor and desire to have a shorter length of contract extension than recommended by staff.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution & Exhibit A	Resolution Letter

RESOLUTION NO. R2019-

**RESOLUTION AMENDING MASS TRANSIT MANAGEMENT
AGREEMENT WITH MV TRANSPORTATION, INC.**

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

Section 1. That the City of Decatur, Illinois, management agreement with MV Transportation, Inc., be and is hereby amended as described in the attached agreement as Exhibit A, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk be, and they are hereby, authorized and directed to execute the third amendment to the Mass Transit Management Agreement between the City of Decatur, Illinois and MV Transportation, Inc.

PRESENTED and ADOPTED this 17th day of June 2019

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

**THIRD AMENDMENT
TO
MASS TRANSIT MANAGEMENT AGREEMENT**

This Amendment to the Mass Transit Management Agreement (this "Amendment"), is entered into as of July 1, 2019 (the "Effective Date"), by between the City of Decatur of the State of Illinois (hereinafter referred to as "City"), and MV Transportation, Inc. (hereinafter referred to as "Contractor"). City and Contractor may hereinafter also be referred to collectively as the "Parties" and individually as a "Party".

RECITALS:

- A. The Parties have entered into the Mass Transit Management Agreement, dated as of July 1, 2014, as amended by the First Amendment of the Mass Transit Management Agreement dated December 12, 2014, and, by the Second Amendment of the Mass Transit Management Agreement dated October 3, 2016, pursuant to which Contractor provides transportation services to the City (the "Agreement")
- B. The Parties desire to amend the Agreement to reflect updated terms and agreements among the parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intend to be legally bound, and agree as follows:

- 1. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:
 - (a) SECTION 3. SCOPE OF SERVICES OF CONTRACTOR. Section 3 shall be amended by inserting the following Subsection H:

"H. CONTRACT EXTENSION

- 1. The City and the Contractor mutually agree to extend the Agreement for a period not to exceed eighteen (18) months from the date commencing July 1, 2019 and ending December 31, 2020.
- 2. The City desires to affect, and Contractor agrees to provide, certain operational changes that will provide efficient, cost effective and improved delivery of transit

EXHIBIT A

services to the public, including, but not limited to, access to purchasing leverage / power by and of the Contractor for supplies, repair parts, and equipment; access to purchasing leverage / power by and of the Contractor for risk management business insurance including workers compensation, automobile liability and general liability; access to purchasing leverage / power by and of the Contractor for employee benefits, group healthcare and other employee benefits.

3. The City and Contractor agree to work together to define a transition plan (transitioning to full turn-key contract operations) prior to September 1, 2019 that will include agreed operational changes and an updated timetable for the changes. Operational changes may include, but are not necessarily limited to: route changes, reporting requirements, sharing of security data, Contractor/City and City/Contractor accountability requirements, sharing of management and overhead costs, and other operational aspects introduced by the Parties.
4. The City and the Contractor agree to create a management committee comprised of equal numbers of representatives from the City and the Contractor that will meet periodically throughout the period authorized by this extension to review, assess and evaluate all operational changes studied and considered.
5. The Parties agree as to City intent, upon City satisfaction with operational changes implemented, that the City will release a Request for Proposal ("RFP") to secure a long-term operating agreement at the conclusion of this contract extension, subject to an open bidding process in full compliance with State of Illinois and U.S. Federal Government procurement requirements.
6. The parties agree that upon City satisfaction with operational changes evaluated and implemented hereunder, and upon completion of the RFP process, the City and the Contractor, by mutual agreement, may elect an early termination of this agreement extension.

- (b) SECTION 4. COMMENCEMENT AND TERM. Section 4 shall be amended by inserting the following language in a second paragraph:

The effective commencement date of the Agreement extension is July 1, 2019, regardless of the date of execution, and the Agreement shall continue for a term of eighteen (18) months from the Effective Date, ending on December 31, 2020, subject to the early termination clause as defined in the Section 3, Paragraph H Contract Extension.

(c) SECTION 7. COMPENSATION. Section 7 shall be amended by inserting the following under the table containing the periods and fees as follows:

Extension Period	Fees
July 1, 2019 – June 30, 2020	\$11,150.00 per month, plus charges for Trapeze Services
July 1, 2020 – December 31, 2020	\$11,485.00 per month, plus charges for Trapeze Services

Upon deployment of operational change measures, City and Contractor agree to implementation of additional compensation changes, to be determined.

2. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.
3. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Illinois, without regard to principles of conflicts of law.
4. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to this Amendment will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

CITY:

City of Decatur, Illinois

By: _____
Name: Scot Wrighton
Title: City Manager

CONTRACTOR:

MV Transportation, Inc

By: _____
Name:
Title:

SUBJECT: Resolution Authorizing Agreement for Lobbying Services - Curry and Associates, L.L.C.

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution and Agreement	Resolution Letter

DATE: June 13, 2019

TO: Mayor Julie Moore Wolfe & the Decatur City Council

FROM: Scot Wrighton, City Manager 

RE: Annual Lobbying Services Agreement

Presented for consideration is the city's annual lobbying services agreement with Curry & Associates. The scope of services and compensation remains unchanged from previous years. The service scope is broadly described and allows the city to alter its objectives and strategies in dealing with State government to match its changing needs and priorities.

In the past, Curry & Associates has mostly assisted the city in advancing special projects and grant proposals. In preparing for this year's renewal, I have discussed possible revisions to the city's State government interactions, to include a proactive legislative agenda, more lobbying assistance in dealing with State regulatory agencies, etc. Curry & Associates has no objections to adding these new initiatives.

It is recommended that the new agreement be adopted.

RESOLUTION NO. R2019-_____

**RESOLUTION AUTHORIZING AGREEMENT
FOR LOBBYING SERVICES
-CURRY AND ASSOCIATES L.L.C.-**

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

Section 1. That the Agreement presented to the City Council herewith as Exhibit A between the City of Decatur and Curry and Associates L.L.C. for Lobbying Services be, and it is hereby, received, placed on file, and approved for a period ending June 30, 2020.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Agreement on behalf of the City of Decatur.

PRESENTED and ADOPTED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

LOBBYING SERVICES AGREEMENT

This agreement entered into this 1st day of July, 2019 by and between CURRY & ASSOCIATES, L.L.C., (hereinafter referred to as "CURRY"), a government consulting firm located 4804 Fletcher Lane, Mt. Zion, Illinois 62549, and the City of Decatur (hereinafter referred to as "THE CLIENT"), located at One Gary K. Anderson Plaza, Decatur, Illinois 62523.

WITNESSETH:

1. This agreement shall be effective as of July 1, 2019 and shall continue in full force and effect through June 30, 2020, provided, however, either party may terminate this Agreement at any time without liability upon thirty (30) days' written notice. Notice shall be sent to the address contained for each party in this agreement.
2. CURRY, hereby agrees to perform some or all of the following services for THE CLIENT; review and monitor legislation before the Illinois General Assembly which it considered or is advised is of interest to THE CLIENT; represent THE CLIENT before the Illinois General Assembly with regard to legislation that is of interest to THE CLIENT; represent THE CLIENT with regard to matters with the Executive Branch and Agencies under the control of the Executive Branch; represent THE CLIENT with regard to matters before other state constitutional or regulatory offices; to meet with THE CLIENT'S assigned government affairs staff or legislative coordinator; and upon request, provide written reports of legislative activity.
3. CURRY, agrees to act only with confirmation and direction from THE CLIENT as to each lobbying activity. CURRY or THE CLIENT may suggest an area of lobby activity to be followed by appropriate confirmation from THE CLIENT.
4. For and in consideration of the above, THE CLIENT agrees to pay CURRY, a monthly retainer of \$2,500.00 per month. This retainer payment shall be due on the 15th day of each month and shall continue to be due of the same day of each subsequent month for the duration of the agreement. If payment is not received by the 30th day of the month, this agreement shall be considered null and void and CURRY shall not perform any further services on behalf of THE CLIENT until all retainer and expense payment have been paid in full.
5. It is understood and agreed that the compensation recited in section 4 includes usual and ordinary costs and expenses. If CURRY, determines that there is a need to incur extraordinary costs and expenses in the

performances of Services hereunder, then in that event THE CLIENT shall reimburse CURRY, for the same, provided the nature and amount and circumstance thereof are fully disclosed to and approved by THE CLIENT prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

6. In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of THE CLIENT and those of CURRY'S other clients, CURRY agrees to notify THE CLIENT thereof promptly and shall, if so directed by THE CLIENT, refrain from performing Services with respect to such area of conflicting interest.
7. CURRY and THE CLIENT agree to comply fully with all applicable federal, state and local laws regulating political and lobbying activities and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local government or judicial body, agency or official pertaining to its performing services.
8. Upon execution of this agreement both parties agree to immediately comply with the Illinois Lobbyist Disclosure Act and register their respective companies/organizations with the Illinois Secretary of State Index Department.
9. CURRY, will assume full responsibility for and shall indemnify and hold harmless THE CLIENT from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of CURRY, or any breach by CURRY, of any of the terms and provisions of this Agreement.
10. THE CLIENT will assume full responsibility for and shall indemnify and hold harmless CURRY, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses arising out of or resulting from any negligence or wrongful or willful misconduct on the part of THE CLIENT or any breach by THE CLIENT of any of the terms and provisions of this agreement.
11. Inasmuch as in the rendering of Services hereunder, CURRY may acquire confidential information and data concerning the business and operations of,

or belonging to THE CLIENT, and additional information and data will be made available to or developed by CURRY agrees to treat and maintain all such information and data as THE CLIENT'S confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the services or as may be consented to by THE CLIENT unless and until such information becomes a part of the public domain or CURRY, legally acquires such information without restriction on disclosure from sources other THE CLIENT or other companies with whom THE CLIENT has a business relationship.

12. CURRY is and shall act as an independent contractor in performing Service hereunder.
13. This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect, unless said transfer or assignment is agreed to by both parties.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles respecting conflicts of laws.
15. This document constitutes the entire agreement between the parties hereto.

In Witness Whereof, the parties have duly executed this Agreement as of the date first above written.

CURRY & ASSOCIATES, L.L.C.,

By 
Julie A. Curry
President & CEO
4804 Fletcher Lane
Mt. Zion, Illinois 62549

THE CITY OF DECATUR

By _____
Scot Wrighton
City Manager
One Gary K. Anderson Plaza
Decatur, Illinois 62523

ATTEST:

City Clerk

Police Department

DATE: 6/5/2019

MEMO: 19-17

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

FROM: Scot Wrighton, City Manager
James E. Getz Jr., Chief of Police

SUBJECT:

The purpose of this memorandum is to request the expenditure of funds to Superion, LLC, a Central Square Company, for the OSSI annual service agreement.

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the annual Superion-OSSI maintenance agreement, at a total cost of \$90,122.70 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$87,330.35 from Decatur Police Department line item and \$2,792.35 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$14,365.88 and from the Village of Mt. Zion in the amount of \$2,048.33, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$16,414.21.

BACKGROUND:

The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. The agreement is renewed annually. The last renewal period was approved on June 18, 2018 for the commencement date of June 1, 2018 and expiring on May 31, 2019. SunGard Public Sector Inc. was acquired by, and is currently operated by, Superion LLC, a Central Square Company. The Superion Maintenance agreement provides service and maintenance to the baseline software identified in Exhibit 1 of the software maintenance agreement. The contract now needs renewed for the periods covering June 1, 2019 through May 31, 2020.

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests for prior years. Renewal in 2018 was approved under Council Resolution R2018-74.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 474-2745, jgetzjr@decaturil.gov and Bradley D. Allen, Acting Deputy Chief of Police, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:
The costs for this renewal have been budgeted in the 2019 fiscal year.

COPY: None

ATTACHMENTS:

Description	Type
Council Resolution	Resolution Letter
Superion 2019 Invoice	Backup Material
2019 Superion Fee Schedule	Backup Material
Superion Intergovernmental Agreement	Backup Material
Superion Maintenance Agreement	Backup Material
Superion Software License and Services Agreement	Backup Material

RESOLUTION NO. R2019-_____

**RESOLUTION AUTHORIZING ANNUAL SERVICE AGREEMENT WITH
SUPERION, LLC, A CENTRAL SQUARE COMPANY**

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

Section 1. That the invoice presented to the City Council herewith with Superion, LLC, a Central Square Company, regarding OSSI (OneSolution) Software Annual Maintenance for the Decatur Police Department be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Superion, LLC, a Central Square Company, in an amount not to exceed \$90,122.70 for the period of June 1, 2019 and expiring May 31, 2020.

PRESENTED, PASSED, APPROVED, AND RECORDED this 17th day of June, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Invoice

Invoice No
233739

Date
4/24/2019

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Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

Bill To
City of Decatur, IL (OSSI)
Attn Accounts Payable
Police Dept.
707 South Side Drive
DECATUR IL 62521-4021
United States

Ship To
City of Decatur, IL (OSSI)
Attn Accounts Payable
Police Dept.
707 South Side Drive
DECATUR IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	5/24/2019
	Description	Units		Rate	Extended
Contract No. 111267					
1	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:6/1/2019, End: 5/31/2020	65		\$201.50	\$13,097.18
2	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:6/1/2019, End: 5/31/2020	65		\$40.51	\$2,633.09
3	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:6/1/2019, End: 5/31/2020	60		\$30.38	\$1,822.59
4	ONESolution Notification - Annual Maintenance Fee OSSI Notification Module - 75 Workstation Maintenance: Start:6/1/2019, End: 5/31/2020	60		\$64.11	\$3,846.78
5	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:6/1/2019, End: 5/31/2020	55		\$201.50	\$11,082.23
6	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:6/1/2019, End: 5/31/2020	55		\$101.26	\$5,569.41
7	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:6/1/2019, End: 5/31/2020	25		\$101.26	\$2,531.55
8	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:6/1/2019, End: 5/31/2020	5		\$322.99	\$1,614.95
9	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:6/1/2019, End: 5/31/2020	2		\$341.74	\$683.49



Invoice

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Date
4/24/2019

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www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centralsquare.com

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United States

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<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
4154	Decatur Police Department		USD	Net 30	5/24/2019
	<i>Description</i>	<i>Units</i>		<i>Rate</i>	<i>Extended</i>
10	ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Client - Up to 75 Workstations Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$6,265.16	\$6,265.16
11	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting Up to 75 Workstations Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$4,556.48	\$4,556.48
12	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee OSSI - MCT Interface to Firehouse Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$1,708.69	\$1,708.69
13	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$7,973.86	\$7,973.86
14	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License - 75 Workstation Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$3,037.65	\$3,037.65
15	ONESolution Crime Analysis - Annual Maintenance Fee OSSI Crime Analysis Module - Client License Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$2,531.39	\$2,531.39
16	ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module - 5 Workstation Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$506.29	\$506.29
17	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee OSSI Firehouse RMS Interface Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$1,253.03	\$1,253.03
18	ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module - 5 Workstation Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$1,113.82	\$1,113.82



Invoice

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Date
4/24/2019

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1000 Business Center Drive
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www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	5/24/2019
	Description	Units		Rate	Extended
19	ONESolution Police-to-Police - Annual Subscription Fee OSSI Police to Police Annual Subscription Fee Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$0.00	\$0.00
20	ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License - 5 Workstation Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$506.29	\$506.29
21	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$1,822.60	\$1,822.60
22	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee OSSI Accident Wizard Base Server License Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$1,012.55	\$1,012.55
23	ONESolution RMS OpCenter - Annual Maintenance Fee OSSI - OPS RMS Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$5,062.75	\$5,062.75
24	ONESolution CAD OpCenter - Annual Maintenance Fee OSSI - OPS CAD Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$5,062.75	\$5,062.75
25	ONESolution Police-to-Citizen - Annual Maintenance Fee OSSI Police to Citizen Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$2,531.39	\$2,531.39
Contract No. 160033					
26	ONESolution Gang - Annual Maintenance Fee Gang Tracking Module Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$0.00	\$0.00
27	ONESolution Link Analysis - Annual Maintenance Fee OSSI - Link Analysis Module Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$1,005.48	\$1,005.48
28	ONESolution Crime Analysis Plus - Annual Maintenance Fee Crime Analysis PlusNet Module Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$1,005.48	\$1,005.48



Invoice

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233739

Date
4/24/2019

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DECATUR IL 62521-4021
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	5/24/2019
	Description	Units		Rate	Extended
Contract No. 130321					
29	ONESolution Calls For Service - Annual Maintenance Fee OSSI Calls for Service Module Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$154.20	\$154.20
Contract No. 141348					
30	ONESolution RMS-Laserfiche Integration - Annual Maintenance Fee OSSI - RMS Interface to Laserfiche Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$935.72	\$935.72
Contract No. 150556					
31	ONESolution Document Scanning and Storage - Annual Maintenance Fee OSSI Document Scanning and Storage-5 Workstations Maintenance: Start:6/1/2019, End: 5/31/2020	1		\$926.63	\$926.63

Please make remittance payable to Superion, LLC

ACH / EFT:

Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@centalsquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$91,853.48

Tax \$0.00

Invoice Total \$91,853.48

Payments Applied \$1,730.78

Balance Due **\$90,122.70**

OSSI ANNUAL MAINTENANCE AGREEMENT FEES – 2019

The total bill for 2019 was \$91,853.48 but was reduced to \$90,122.70 due to a credit issued to Decatur Police in the amount of \$1730.78. This credit was issued for the return of equipment DPD purchased from Central Square.

INVOICE LIABILITIES

Decatur Police pays 79.09% which was \$72,646.92 but is reduced to \$70,916.14 with the credit applied

Decatur Fire pays 3.04% which is \$2,792.35

Mt. Zion PD pays 2.23% which is \$2,048.33

MSO pays 15.64% which is \$14,365.88

AGREEMENT

This Agreement is made between the City of Decatur, Illinois ("City"), a municipal corporation, Macon County, Illinois, ("County"), and the Village of Mt. Zion, Illinois, ("Village"), a municipal corporation, body politics and units of local government.

WHEREAS, the City, County and the Village are units of local government, as defined by Article VII, Section 1 of the Constitution of the State of Illinois ("Constitution"); and,

WHEREAS, the City, the County and the Village are authorized and empowered by Article VII, Section 10 of the Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into intergovernmental agreements; and,

WHEREAS, the City, the County and the Village utilize a common Communication Dispatch Center ("Center") which is the emergency dispatch center for the emergency services of the parties; and,

WHEREAS, the City, the County and the Village are parties to an Agreement previously entered into in which the City is responsible for the operation of the Center, owns the equipment used in the operation of the Center and employs the employees of the Center; and,

WHEREAS, the County is responsible under an Agreement with the City for the preservation and retention of police records and reports; and,

WHEREAS, the City, the County and the Village recognize and agree that the software currently utilized by the Center requires updating and replacing in order to provide an efficient and reliable system for dispatching emergency services and report writing; and,

WHEREAS, the City, the County and the Village agree that they will each benefit by a software upgrade to the dispatch and report writing system currently utilized.

NOW THEREFORE, for and in consideration of the promises and covenants made herein and for their mutual benefit and the benefit of the public, industry and business, the City, the County and the Village agree as follows:

SECTION 1: EQUIPMENT

A. The City shall purchase from SunGuard Public Sector the OneSolution ("OSSI") software system to be used for dispatch and report writing by the parties subject to Section 2 of this Agreement.

B. The City shall own all equipment utilized in the Center including, but not limited to the software OSSI.

C. The City shall be responsible, subject to the provisions set forth in Section 2, for the maintenance of said equipment and software.

D. The City is authorized by the parties to make adjustments and any modifications to the equipment and/or software it deems necessary and required.

SECTION 2: PURCHASE

A. The City shall purchase the OSSI on or about November 2011 for an amount not to exceed One Hundred Fifteen Thousand Two Hundred Fifty-Eight Dollars and Two Cents (\$115, 258.02).

B. The County shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Sixteen Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents (\$16,617.33).

C. The Village shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Two Thousand Three Hundred Seventy-Three Dollars and Ninety Cents (\$2,373.90).

D. The County and Village agree to reimburse the City the above amounts within thirty (30) days of demand by the City.

SECTION 3: MAINTENANCE

A. The City shall be responsible for the annual payment of the maintenance agreement costs of OSSI when due.

B. The County shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 15.64% of the total annual maintenance costs.

C. The Village shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 2.23% of at the total annual maintenance costs.

D. The County and the Village shall reimburse the maintenance costs to the City on or before April 15, 2012 and a like amount on April 15 of each year thereafter and without further notice or request for said reimbursement from the City.

SECTION 4: TERM OF AGREEMENT

A. This Agreement shall be effective as of the date the parties sign and execute it.

B. This Agreement shall be in effect for the time period that OSSI is utilized by the City in the Center.

C. Notwithstanding anything to the contrary, this Agreement may be terminated by any party upon giving the other parties ninety (90) days written notice of its intention and desire to terminate the same.

SECTION 5: ASSIGNMENT

The parties agree that they may not and will not assign their interests or responsibilities under this Agreement without the express written consent of the other parties.

SECTION 6: MISCELLANEOUS PROVISIONS

A. Modifications to this Agreement shall be made in writing upon agreement of the parties.

B. If any provision of this Agreement is found to be void or unenforceable for any reason by any court or other body of competent jurisdiction, the remaining provisions hereof shall be unaffected by such decision or decisions and shall remain in full force and effect.

C. All previous Intergovernmental Agreements heretofore entered into by the City and/or the County and/or the Village and not in conflict with this instant Agreement are not, by this Agreement, hereby impaired or limited in any manner, and said previous Intergovernmental Agreements or amendments to such Agreements remain in full force and effect.

D. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

SECTION 7: NOTICES

For purposes of this Agreement, any notices required to be sent shall be sent to the following:

City of Decatur
Chief of Police
333 South Franklin Street
Decatur, IL 62523

County of Macon
Sheriff
333 South Franklin Street
Decatur, IL 62523

Village of Mt. Zion
Chief of ~~Chief~~ Police
Mt. Zion, IL 62549

CITY OF DECATUR, ILLINOIS, a
municipal corporation.

By

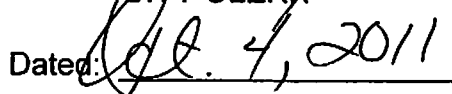
Mayor

ATTEST:



CITY CLERK

Dated:

 4, 2011

MACON COUNTY, ILLINOIS,

By Jay A. Dunn
Its _____

ATTEST:

[Signature]
Its Sharon B. Clark

Dated: 10-13-11

VILLAGE OF MT. ZION, ILLINOIS, a
municipal corporation,

By [Signature]
Its Mayor

ATTEST:

[Signature]
Its Janet A. Hense
Village Clerk

Dated: 10/18/11

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Decatur
333 S. Franklin Street
Decatur, IL 62523

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

City of Decatur

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

SunGard Public Sector Inc.

BY: _____

PRINT NAME: **Christian Coleman**
VP and Controller, SunGard Public Sector Inc
AND TITLE: _____

DATE SIGNED: **October 21, 2011**

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector

enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

3. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component

System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy, will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the

Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR**

SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE

IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: City of Decatur, IL

Commencement Date: June 1, 2012

The "Initial Payment Amount" in the table below represents the Improvements fee for the initial Contract Year.

Qty	Part #	Component System	Initial Payment Amount	Support Type
		CAD		
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	\$ 12,519.00	7x24
1	CAD-E911	E911 INTERFACE MODULE	990.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	990.00	7x24
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	2,520.00	7x24
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	2,808.00	7x24
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	432.00	7x24
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	1,350.00	7x24
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	3,600.00	7x24
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	720.00	7x24
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	990.00	7x24
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	540.00	7x24
		MCT		
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	4,950.00	7x24
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	10,348.00	5x11
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	3,600.00	5x11
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	8,756.00	5x11
65	MCT-MAP	MCT CLIENT - MAPS	2,080.00	5x11
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	4,400.00	5x11
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	1,350.00	7x24
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	2,000.00	5x11
		AVL		
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	1,440.00	5x11
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	6,300.00	7x24
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	2,880.00	7x24
		RMS		
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	17,360.00	5x11
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	880.00	5x11
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	2,400.00	5x11
1	RMS-CA	CRIME ANALYSIS MODULE	2,000.00	5x11
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	400.00	5x11
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	880.00	5x11
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	400.00	5x11
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	1,276.00	5x11
60	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	3,040.00	5x11
1	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	1,440.00	5x11
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	800.00	5x11
		WEB BASED APPLICATIONS		
1	INT-OPSRMS	OPS RMS	4,000.00	5x11
1	INT-OPSCAD	OPS CAD	4,000.00	5x11
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00	5x11
1	INT-P2C	POLICE 2 CITIZEN	2,000.00	5x11
		CUSTOM MODIFICATIONS		
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS	800.00	5x11
		PAYMENT AMOUNT (Initial Contract Year)	\$ 117,239.00	

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the initial full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public

Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

NOTE:

Customer and SunGard Public Sector are parties to a separate written agreement ("Legacy Agreement") under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's HTE brand software system ("Legacy Software"). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the one year period that is in effect as of the Execution Date ("Current Legacy Period"). June 1, 2012 will be the "Commencement Date" for purposes of this Agreement. Customer's maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the table above in a production mode.

The pricing provided for above is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period. For the period from the Execution Date through the Commencement Date, SunGard Public Sector will provide Customer with Improvements for the Baseline Component Systems and Baseline Customizations identified in the table above in consideration of Customer's payment of the maintenance and support fees for the Legacy Software through the expiration of the Current Legacy Period.

Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products (QRep Web Anonymous, VeriSign Digital Certificate, ACOM) until receipt of effective written notice of termination for the subsequent term.

EXHIBIT 2

Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

CUSTOMER NO. _____; CONTRACT NO. 111267

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Decatur
333 S. Franklin Street
Decatur, IL 62523

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by December 30, 2011.

City of Decatur

BY: _____

PRINT NAME: Ryan P. McCrady

PRINT TITLE: CITY MANAGER

DATE SIGNED: 10/24/11

SunGard Public Sector Inc.

BY: _____

PRINT NAME Christian Coleman
AND TITLE: VP and Controller, SunGard Public Sector Inc

DATE SIGNED: October 21, 2011

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information

to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information

pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least one a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately \$700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request.

(b) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software

Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly

replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in

arrears and due within thirty (30) days from the date of invoice.

(iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

(b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then,

subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS**

AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright

infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this

Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without

reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: City of Decatur, IL

Delivery Address: 333 S. Franklin Street, Decatur, IL 62523

SOFTWARE^{1, 2, 3}:

Qty	Part #	Component System	License Fee
		CAD	
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	\$ 69,550.00
1	CAD-E911	E911 INTERFACE MODULE ¹	5,500.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	5,500.00
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	14,000.00
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	15,600.00
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	2,400.00
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	7,500.00
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	20,000.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	4,000.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE ¹	5,500.00
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	3,000.00
		MCT	
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	27,500.00
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	64,675.00
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	22,500.00
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	54,725.00
65	MCT-MAP	MCT CLIENT - MAPS	13,000.00
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	27,500.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE ¹	7,500.00
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	12,500.00
		AVL	
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	9,000.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	35,000.00
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	16,000.00
		RMS	
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	108,500.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	5,500.00
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	15,000.00
1	RMS-CA	CRIME ANALYSIS MODULE	12,500.00
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	2,500.00
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	5,500.00
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	2,500.00
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	7,975.00
1	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	19,000.00
60	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	9,000.00
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	5,000.00
		WEB BASED APPLICATIONS	
1	INT-OPSRMS	OPS RMS	25,000.00
1	INT-OPSCAD	OPS CAD	25,000.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00
1	INT-P2C	POLICE 2 CITIZEN	12,500.00
		Subtotal	\$ 697,925.00
	DISCOUNT	DISCOUNT - 100%	\$ (697,925.00)
		TOTAL LICENSE FEE	0.00

Notes to Software Table:

¹ Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

² Note: Mobiles applications do not include AVL hardware.

SERVICES^{1, 2, 3}:

Qty	Part #	Description	Training	Installation	Project Management	Implementation	Conversion
		CAD SERVICES					
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 14,720.00		
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 5,950.00			
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION				\$ 18,880.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION					\$ 10,000.00
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 6,400.00				
1	CAD-USR-TRN	CAD USER TRAINING	12,800.00				
		MCT SERVICES					
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			10,080.00		
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		2,800.00			
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,200.00			
1	MCT-SWI-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH				1,400.00	
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00			
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES				7,600.00	
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	1,280.00				
1	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00				
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00				
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00			
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING				2,800.00	
1	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	1,280.00				
		RMS SERVICES					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			19,680.00		
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00			
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES				14,920.00	
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	11,520.00				
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	5,760.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS				2,500.00	
		INTERNET IMPLEMENTATION SERVICES					
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			1,920.00		
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00			
1	INT-OPS-TRN	OPCENTER TRAINING	1,280.00				
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00			
1	INT-P2P-USR-TRN	P2P USER TRAINING	520.00				
		CONVERSIONS					
1	RMS-DATACHV-HTE	DATA CONVERSION FROM HTE					27,000.00
1	RMS-DATACHV-HTE	DATA CONVERSION FROM FIELD REPORTING					20,500.00
1	CAD-DATACHV-HTECAD6	DATA CONVERSION FOR HTE CAD 6					5,250.00
			\$ 61,320.00	\$ 32,550.00	\$ 46,400.00	\$ 47,500.00	\$ 62,750.00
		Subtotal:					\$ 250,520.00
		CREDIT ³					\$ (115,332.00)
		TOTAL SEERVICES FEE					\$ 135,188.00

Qty	Part #	Custom Modifications	Custom Modification Fee
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFA	5,000.00
	DISCOUNT	DISCOUNT - 100%	5,000.00
		Total Custom Modification Fee	0.00

Notes to Services Table:

¹ Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

² Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Costs for travel and expenses will be capped at \$20,645. This price is a "not to exceed" amount based on the Services selected by Customer at the time of the execution of this Agreement. The amount listed above will change if additional services are necessitated by changed to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer fails to fulfill its duties as outlined in this Agreement.

³ Upon execution of this Agreement, SunGard Public Sector and Customer have agreed that the Add-On Quote executed between the parties hereto dated May 20, 2009 is terminated (the "CAD400 Agreement"; SunGard contract # DECA-090553) with no further obligation on the part of either party under the CAD400 Agreement. Customer has paid the amounts of \$115,332 towards license fees, training services, implementation services, and project management fees under the CAD400 Agreement. In consideration for this Agreement, SunGard Public Sector is applying the credit in the amount of \$115,332 towards the purchase of the Services listed above resulting from the termination of the CAD400 Agreement.

PAY AGENCY PRODUCTS:

Qty.	Part #	Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		None			
		Pay Agency Products Totals			

SUMMARY OF COSTS

	Price
Services	\$ 135,188.00
Total	\$ 135,188.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows:

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, as incurred.

Conversion Fees: 100% on the Execution Date

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

NOTICE: To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
 - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
 - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
 - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

Item 8: In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

Item 9: The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

Item 11: Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

DESCRIPTIONS:

Part Number: CAD-T3

Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3

Long Description: Computer Aided Dispatch Includes:

- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Functions
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems
- Four (4) Call Taker/Dispatcher Console Licenses

Part Number: CAD-E911

Description: E911 INTERFACE MODULE

Long Description: The E911 Interface allows SunGard Public Sector's CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard Public Sector with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: CAD-MAP

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:

- Pin Mapping of Calls for Service Data
- Map Editing and Maintenance software (training not included)
- Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-CON

Description: ADDITIONAL CAD CONSOLE LICENSE

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate SunGard Public Sector's CAD system.

Part Number: MCT-MIS

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard Public Sector's standard State/NCIC queries

Part Number: CAD-INT-PVI

Description: CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE

Long Description: SunGard Public Sector (OSS) supports interfacing with Pictometry® Visual Intelligence (PVI) mapping. This Interface allows the Computer Aided Dispatch (CAD), CAD Resource Monitor (CRM), or Mobile Communications Terminal (MCT) to pass coordinate information to the PVI application. The PVI application then processes and displays the appropriate PVI color aerial photo's of the location. The PVI application provides multiple oblique angle views of a specific location. This means that the photos are shot at an angle instead of the traditional straight down photo. The PVI application allows the user to measure and analyze any visual object in the PVI photo (homes, buildings, fire hydrants, etc). This information can then be used for strategic incident planning during a major event or for preplanning purposes.

Part Number: MCT-SWI

Description: STATE/NCIC MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard Public Sector Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:

- Workstation-to-Workstation messaging
- State/NCIC query interface directly from the Data Entry window
- Automatic State/NCIC query on license plates from CAD
- Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: CAD-MJ

Description: MULTI-JURISDICTIONAL DISPATCH OPTION

Long Description: The multi-jurisdictional dispatch option allows SunGard Public Sector's CAD system to dispatch for multiple jurisdictions.

Part Number: CAD-FIREHOUSE

Description: FIREHOUSE RMS INTERFACE

Long Description: The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times. SunGard Public Sector's CAD creates tables within a specified directory which Firehouse may then import into their application. Firehouse application software does not provide any data to CAD.

Part Number: CAD-MRM

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with SunGard Public Sector's CAD System.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: The CAD installation includes the installation of SunGard Public Sector's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard Public Sector's application software. SunGard Public Sector prefers the CAD server(s) to be shipped to SunGard Public Sector's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard Public Sector's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard Public Sector can provide an optional quote to provide the above listed services.

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

QA services to assist with the CAD implementation.

Review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Three (3) SunGard professionals (1 QA, 1 Training, and 1 Technical Services) to be on-site when the base CAD System goes live as determined by the project plan.

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: This service includes:

- " Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary (OASIS) format.
- " Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formats are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.

" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes

" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.

This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.

" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.

" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.

" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.

" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD PUBLIC SECTOR'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

SunGard Public Sector's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard Public Sector with the resources and data defined in SunGard Public Sector's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)

Street names

Street prefixes

Street suffixes

Jurisdiction/City Code

X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:

Missing streets

Missing street segments

Missing intersections

Errors in street names, street prefixes, street type, etc.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 10 days.

Part Number: MCT-BMS-T3

Description: BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS

Long Description: Server license of SunGard Public Sector's Mobile Server Software to support up to 75 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

Part Number: MCT-CLIENT

Description: MCT CLIENT - DIGITAL DISPATCH

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available), perform local, State and NCIC queries, and receive search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number: MCT-MFR-REV-T3

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 75 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

Part Number: MCT-MAP

Description: MCT CLIENT - MAPS

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard Public Sector's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

Part Number: MCT-INT-FHS

Description: MCT INTERFACE TO FIREHOUSE

Long Description: OSSl MCT supports the ability to request Occupancy data from within the FireHouse® package. The objective of this interface is to give MCT units access to specific occupancy data stored in FireHouse Software® while responding to emergencies. Units will be provided with critical real time preplan data while en route and on scene.

Part Number: MCT-MFR-MBLN-CLIENT

Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

Part Number: MCT-AVL-CLIENT

Description: MCT CLIENT - AVL

Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard Public Sector's AVL.

Part Number: MCT-AVL-HOST

Description: AVL SERVER HOST LICENSE

Long Description: This is the CAD Server License of SunGard Public Sector's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CAD

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: One day on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications.

Technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

QA services for application support and configuration to other applications.

Also includes Maintenance Training and the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-SWI-IMPL

Price: \$1400

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard Public Sector's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: SunGard Public Sector technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard Public Sector representative on site the day MCT goes live.

Includes on-site Technical Services; QA testing prior to user training; and on-site go-live.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 1 day.

Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING

Long Description: Four (4) days of on-site training assistance designed to prepare agency training staff for conducting MCT User Training. OSSI Training Specialist provides one (1) day of set-up, one (1) day of instruction on MCT followed by two (2) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Seven (7) days of on-site training and assistance designed to prepare agency training staff for conducting MFR User Training. OSSI Training Specialist provides one (1) day of set-up, three (3) days of instruction on MFR followed by three (3) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to install and configure OSSI MFR. Includes install and configuration of add on modules.

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: QA services to test OSSI MFR.

Part Number: MCT-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING

Long Description: Training for MCT and MFR Add-on Modules to include:

One (1) day of Accident Reporting

Part Number: RMS-BASE-75

Description: BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION

Long Description: SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module

Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
Case Management Module
Daily Bulletin
Employee Demographics Module
Off Duty Employment Tracking Module
Standard Traffic Citation Module
Standard Traffic Warning Module
Miscellaneous Cash Receipts Module
State Specific IBR or UCR Reporting Module
Field Contact Module

Part Number: RMS-MJ

Description: MULTI-JURISDICTIONAL RMS OPTION

Long Description: This allows SunGard Public Sector's Records Management System to store and retrieve records for multiple jurisdictions using one server.

Part Number: RMS-MAP-75

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION

Long Description: Provides the ability to pin map locations from SunGard Public Sector's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-ACCIDENT-5

Description: BASIC ACCIDENT MODULE - 5 WORKSTATION

Long Description: The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

Part Number: RMS-P&E-5

Description: PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

Part Number: RMS-BAR HOST-5

Description: BAR CODING SERVER LICENSE - 5 WORKSTATION

Long Description: Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

Part Number: RMS-BAR-CLIENT

Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)

Long Description: SunGard Public Sector's Bar-coding Client Software allows for the following business functions: Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions. License is per workstation.

Part Number: RMS-NTF-75

Description: NOTIFICATION MODULE - 75 WORKSTATION

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-WIZ-CLIENT

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

Long Description: SunGard's electronic accident submission interface for Illinois will submit accidents from SunGard's RMS to the state of Illinois in the state provided XML format. This submission takes place on a daily basis. The customer is responsible for providing the network connectivity to the state of Illinois. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Includes setting up the server with OS and appropriate databases. Also includes the installation of the base OSSI RMS and OSSI P2P application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: RMS-TTT-TRN

Description: RMS TRAIN THE TRAINER TRAINING

Long Description: Nine (9) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. OSSI Training Specialist provides 4 days of instruction on RMS followed by 4 days of consulting, including observing and providing feedback to agency trainers, and 1 day for set-up.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Training for Add-On OSSI RMS Modules to include:

1 day for Crime Analysis
1 ½ days for Property and Evidence
2 days for Accident Module

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES -ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: INT-OPSRMS

Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Records Management System. The application provides a secure method for a Customer to search names, vehicles and incidents.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSCAD

Description: OPS CAD

Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard Public Sector CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING

Long Description: SunGard Public Sector's OSSl Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their

Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard Public Sector.
- Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data.
- Each site must provide PCAnywhere access to the desktop of the server above for SunGard Public Sector to support via the Internet.

Part Number: INT-P2C

Description: Police 2 Citizen

Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes one day of installation for SunGard Public Sector's OpCenter application.

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Training for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = up to 1 day.

Part Number: INT-P2C-INST
Description: POLICE 2 CITIZEN INSTALLATION
Long Description: Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

Part Number: INT-P2P-USR-TRN
Description: P2P USER TRAINING
Long Description: Training for end-users (up to 10 people) on P2P. Topics include submitting and viewing results of queries, as well as key interactions with RMS. Class Duration = up to 4 hours.

Part Number: RMS-DATACNV-HTE
Description: DATA CONVERSION FROM HTE
Long Description: SunGard will convert data from the following CRIMES modules to the corresponding OSSI RMS module:

Master Names
Incident
Adult and Juvenile Arrest
Evidence
Field Interview
Citation
Accident

In addition, SunGard will convert Customer's CAD calls for service records to the RMS Calls for Service Module.

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: RMS-DATACNV-HTE
Description: DATA CONVERSION FROM FIELD REPORTING
Long Description: SunGard will convert data from the following Field Reporting modules to the corresponding OSSI RMS module

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: CAD-DATACNV-HTECAD6
Description: DATA CONVERSION FOR HTE CAD 6
Long Description: SunGard will convert data from the following HTE CAD 400 or CAD 6 modules to the corresponding OSSI CAD module:

Call History
Sites

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Number of Software Supplements Attached: 3

GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

2. Access Subscription to Data Sharing Network. In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription;
 - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
 - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
 - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

3. Security System. User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a password, and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

4. Services. Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

5. User Responsibilities.

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SUBJECT: Motion Approving an Action Plan for Lake Decatur Watershed Management and Siltation Reduction

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Supporting Documentation	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2019- X**

DATE: June 7, 2019

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Update on April 29, 2019 Study Session Regarding Management of the Lake Decatur Watershed

On April 29, 2019, the City Council directed staff to develop a plan-of-action and a long-term watershed management plan that would significantly reduce new quantities of silt/sedimentation in Lake Decatur, and that explored options for further reducing nitrate levels in the lake. It is recommended that "The Plan" included here be adopted by motion of the City Council.

Current Situation

According to the Illinois State Water Survey (in 1987), Lake Decatur's 925 square mile watershed (also called the Upper Sangamon River watershed) contributed an estimated 160,000 tons (or 150 acre feet) of sediment annually deposited on the lake bottom. The recently completed dredging project removed 6,887 acre feet of sediment. In theory, at the current estimated sedimentation rate, all of the dredging project's water storage gains will be lost in 46 years. The sedimentation of water bodies such as Lake Decatur are generally not regulated by the State or Federal government.

Also according to the Illinois State Water Survey (in 2010), the Upper Sangamon River watershed contributes an estimated 6,808 tons (or 23 pounds per watershed acre) of nitrate nitrogen (commonly called nitrate) annually to Lake Decatur. For an average of 66 days per year, the lake's nitrate level exceeds the State and Federal drinking water standard of 10 mg/l, causing the City to operate its nitrate reduction facility at a cost of around \$125,000 annually plus electricity. Due to the high costs of operation, and lack of a clear need to significantly exceed State and Federal standards, staff has not sought to maintain nitrate levels below 10 mg/l at all times. The World Health Organization drinking water nitrate standard is 11.3 mg/l, but there is also a body of evidence suggesting possible public health benefits could occur when nitrate levels go below 10 mg/l. So far, it has been difficult to determine the exact nitrate level that will deliver measurable and significant benefits.

Previous Lake Decatur Watershed Resource Plans and Reports

Several Lake Decatur watershed plans have been completed since the year 2000 which include watershed resource inventories designed to improve water quality by controlling nonpoint source pollution such as sediment and nitrate. The inventories typically include watershed boundaries

and jurisdictions, geology, soils, climate, demographics, land use and cover, drainage systems and water quality assessments. After each resource plan was completed, the City provided funds to the Macon Co. Soil & Water Conservation District to construct water quality improvements focused on key areas. Since the Lake Decatur watershed is so large, it was divided into subwatersheds for ease of management. The subwatersheds that have been the subject of completed watershed resource inventories are:

- Sand Creek - completed by the Macon Co. Soil & Water Conservation District (2000)
- Finley Creek - completed by the Macon Co. Soil & Water Conservation District (2002)
- Big/Long Creek - completed by the Macon Co. Soil & Water Conservation District (2007)
- Sangamon River upstream of Friends Creek to Monticello - completed by the Macon Co. Soil & Water Conservation District (2008)
- Friends Creek - completed by the Macon Co. Soil & Water Conservation District (to be completed this year)

Three watershed-wide reports have also been completed and are listed below. They are larger in scope than subwatershed plans and also provide recommendations to improve Lake Decatur's water quality, including methods to reduce sediment and nitrate.

- Sangamon River/Lake Decatur Watershed Total Maximum Daily Load (TMDL) Report - completed by the Illinois Environmental Protection Agency (2007). TMDL reports are required by the U.S. Environmental Protection Agency in order to obtain federal funds to control nonpoint source pollution. This report documented nonpoint source pollution impacts and corresponding ways to reduce the impacts.
- Upper Sangamon River Targeted Watershed Program Technical Report - completed by the Agricultural Watershed Institute (2010). This report examined nitrate and phosphorous fertilizer management, and field tile drainage management with denitrifying bioreactors. Several recommendations to improve fertilizer management and bioreactors were developed.
- Hydrologic and Nutrient Monitoring of the Lake Decatur Watershed: Final Report - completed by the Illinois State Water Survey (2010). This report summarized 15 years of nitrate monitoring, concentration and flow through the Lake Decatur watershed. It was determined that there are no nitrate "hot spots" wherefrom significantly higher concentrations of nitrate flow into Lake Decatur.

Listed below are the recommendations from the watershed-wide reports to reduce sediment and nitrate. The majority have been in use for decades, several have been in use more recently, and a few have had minimal implementation due to a lack of funding. When used properly, all of them reduce sediment and/or nitrate flow into Lake Decatur.

- Best management practices (BMP) financial risk reduction strategies
- Bioreactors
- Conservation buffers
- Conservation tillage
- Drainage water management

- Existing best management practices (BMP) controls
- Grassed waterways
- Nutrient management
- Restriction of livestock access
- Saturated buffers
- Sediment control structures
- Streambank and shoreline enhancement and protection
- Tributary monitoring and adaptive management
- Variable rate nitrogen fertilizer application
- Wetland restoration

* * * * *

“THE PLAN”

New Lake Decatur Watershed Management Plan & Action Recommendations

It is recommended that the City proceed as follows:

1. As soon as possible, commence measuring and sampling silt/sediment and nitrate levels in Lake Decatur to establish a quantifiable baseline to measure the effectiveness of various sediment and nitrate reduction strategies. These strategies could include, but are not limited to:
 - Increased promotion and use of Best Management Practices on all watershed land, particularly farm land
 - Lake Decatur shoreline and tributary streambank stabilization
 - Enhanced management of City owned property adjacent to the lake and Sangamon River
 - Nonpoint source pollution control regulatory reform
 - Shoreline vegetation management for property adjacent to the lake and Sangamon River
 - The development of new watershed management strategies
 - Promoting the planting of alternative crops in contributory watersheds that will reduce the amount of erosion and soil loss
 - Wetland enhancement/artificial wetlands
2. Recruit a consultant to work with the City to analyze the watershed, evaluate data and implement new strategies. The scope of services should include, but not be limited to:
 - Determine which Lake Decatur watershed management services may be more effectively and efficiently performed by City staff than other organizations
 - Determine which organizations the City should continue, discontinue and/or develop strong working relationships with, including research linkages

- Determine what the annual funding level should be to effectively accomplish the recommended sediment and nitrate reduction strategies
- Determine which organizations should participate in funding the plan, and implement the recommended strategies, and at what level
- Advise the City on new practices and strategies as their research and data assembly suggest.

Funding sources for plan development (other than from the City) may include, but are not limited to: Illinois Environmental Protection Agency, Illinois Department of Agriculture, Illinois Farm Bureau, Illinois Fertilizer & Chemical Association, the Lake Decatur Soil & Water Conservation Districts, local agribusinesses and other interested for profit and not for profit organizations. In essence, staff recommends that the city bring on a consulting partner to regularly advise the city on the best ways to reduce sediment and nitrates going into the lake—over period of several years.

Although Lake Decatur is unique, studies conducted of other central Illinois lakes may be instructive. These include:

- Lake Springfield (owned by the City of Springfield). The watershed is 265 square miles (29% as large as Lake Decatur's). A comprehensive watershed management plan was completed in 2017. It took 2.5 years to complete at a cost of \$138,550 or \$523 per watershed square mile.
 - Lake Bloomington & Evergreen Lake (owned by the City of Bloomington). The watersheds combined are 108 square miles (12% as large as Lake Decatur's). Comprehensive watershed management plans were completed in 2008. A new plan is under consideration that will take 2 years to complete at a cost of \$150,000 or \$1,384 per watershed square mile.
 - Lake Vermilion (owned by Aqua Illinois Inc.). The watershed is 295 square miles (32% as large as Lake Decatur's). A comprehensive watershed management plan was completed in 2008. A new plan is under consideration that will take 2 years to complete at a cost of \$169,800 or \$576 per watershed square mile.
3. In the interim, and subject to change based on future funding, staff also recommends the following:
- a. That the City continue annual funding for the Macon County Soil & Water Conservation District (MCSWCD) who works directly with watershed farmers and landowners to keep soil and crop nutrients on farm land instead of flowing into Lake Decatur. The agency also provides urban soil and water conservation services to the City and other Macon County communities. The City has an agreement with the MCSWCD to provide these services at a cost not too exceed \$161,969 through the end of this year. This includes funding for two full time watershed staff, one third of the cost for an administrative coordinator, and \$25,000 to pay for the construction of soil and water conservation improvements in the watershed. This investment will be evaluated annually with inputs from the city's watershed management consultant.

- b. That the Agricultural Watershed Institute (AWI) not be funded this year, since the AWI desires that the development of an economic market for perennial crops be the main focus of any potential City-AWI agreement. From 2009 to 2013, \$229,640 was provided to AWI from City water funds to develop a market for biomass/perennial crops in the Lake Decatur watershed including both producers and consumers. Unfortunately, to date, the vast majority of watershed farmers and land managers have not taken an interest in this concept. If agricultural interest were there, other entities would be willing to provide significant support. AWI has stated that it is no longer interested in partnering with the City if market development is not included. City staff believes that Decatur water customers should not be expected to fund this type of economic development. For the past several years the City provided AWI up to \$62,500 annually for watershed conservation, education and research services. The AWI still desires that the city continue funding, and they have submitted additional documentation (attached) to advance their argument. For its part, the city does not dispute the value of AWI's work; but it simply does not contribute significantly to sediment/silt and nitrate reduction—which is the city's focus and the outcomes the city will track in the future to measure success of the watershed management plan.
- c. Postpone until later in 2019 the question of whether it is appropriate to expend nearly \$240,000 in additional water fund resources to further reduce nitrate levels below 10 mg/liter. This delay will enable the city to assemble more research on the question of whether there is a quantifiable public benefit to be derived from reducing the nitrate level from 10 mg/liter to 5 mg/liter.



June 12, 2019

MEMORANDUM

To: Mayor Moore Wolfe, City Manager Wrighton, City Council Members
From: Steve John – Agricultural Watershed Institute
Subject: Request for City support of AWI

The concluding paragraph of my April 24 memo to the Mayor, City Council, and City Manager on behalf of the Agricultural Watershed Institute (AWI) said:

[W]e respectfully request that the City enter into an agreement with AWI for watershed activities during the remainder of the 2019 calendar year including but not limited to outreach, R&D, and market development for perennial crops. We suggest that the agreement provide for financial support not-to-exceed \$5,200 per month and that the staff and Council reassess continued support for AWI's watershed work at the end of this year.

This funding request by AWI was not directly addressed in the April 24 Study Session. The City staff memo to Council phrased the Council options this way:

B. Continue, discontinue or increase funding for the Agricultural Watershed Institute

I am not sure if you were all aware that AWI funding has already been discontinued. AWI's most recent funding agreement ended December 31, 2018. In effect, AWI's request is to restart funding for the remainder of 2019 and make the "continue, discontinue or increase" decision then. Since we are about half way through 2019, we are asking for \$31,200 for an agreement running from July through December.

Unless City funding for AWI is restarted, AWI will be forced to lay off Tim McMahon and most likely vacate our office on the Richland campus. We can continue to exist as a 501(c)(3) nonprofit with no paid staff but our chances of getting back on solid financial footing would be greatly diminished. I realize this is AWI's problem, not the City's.

One consequence affecting the City is that, if Tim is laid off and we do not have funds to pay our part-time water resources scientist Dr. Greg McIsaac, AWI can no longer provide monitoring and analysis of the RCPP bioreactor. Tim collects samples and flow data even though we are not receiving City reimbursement. Dr. McIsaac analyzes and reports on bioreactor performance. This is very useful information to assess the long-term performance of bioreactors. The RCPP project match AWI has provided until now will come to an end. This may create an issue for Macon County SWCD since they report project match to USDA.

Lately I have been speaking about the future of AWI with research scientists including several already affiliated with AWI: Greg McIsaac and AWI Board members Madhu Khanna (U of I Professor of Environmental Economics), Judy Parrish (Millikin University Professor of Biology), and Fred Iutzi (President of The Land Institute). There is a consensus that AWI plays a unique role as a bridge organization linking university researchers with farmers, landowners, municipal utilities, and other stakeholders for collaborative R&D and outreach to increase adoption of innovations. Pursuing this type of collaborative research will be a priority for AWI over the coming months. Resuming City funding would facilitate this work and provide opportunities for the City of Decatur to be an early beneficiary of research results.

For example, U of I's 4-year Food-Energy-Water Systems project funded by the National Science Foundation uses the Lake Decatur watershed to study economical approaches, including perennial crops, to reduce nutrient loading. Lake Decatur was chosen in part due to my professional relationship with the project director, Engineering Professor Ximing Cai. I am actively involved in identifying watershed scenarios to be modeled by Greg and the other scientists, engineers, and economists on the project team.

As Decatur moves forward with a comprehensive plan for watershed management, AWI offers valuable expertise for considering innovative approaches. It is noteworthy that Dr. McIsaac was on the science team that developed the Illinois Nutrient Loss Reduction Strategy.

Re inclusion of perennial crops in a City—AWI agreement for the rest of 2019, I have tried to make my case and hope you find it convincing. I want to share a letter from Carol Werner, executive director of the Environmental and Energy Study Institute, to support creation of the Perennial Biomass Initiative. EESI organizes Capitol Hill briefings on policy issues and technology innovations for members of Congress and congressional staff. Her letter said, in part:

We are writing to express our support for the creation of a Perennial Biomass Initiative at Green Lands Blue Waters, to spur the transformation of the traditional Midwestern corn-soy agricultural system to one that is more environmentally and socially beneficial through the integration of perennial crops. EESI is delighted to be part of the proposed stakeholder group to accomplish this important work ... As lawmakers grapple with the seemingly disparate issues of Gulf hypoxia, degraded soils, climate change, and a depressed farm economy – perennial grasses could be a critical, cross-sectoral solution, but time is of the essence.

GLBW did endorse the Initiative and AWI has provided leadership for its successful launch. We are making significant progress. A 2-page outline of the Year 1 Initiative activities and long-term framework for a perennial transition is attached.

When you consider AWI's funding request, please take a long-range view. Our strategic plan combines production-side push and market-side pull. AWI will hold a public presentation and stakeholder dialogue on Agricultural Innovation and Perennial Crops on July 10. The flier is attached. AWI would like Decatur to be in the forefront of a 21st Century paradigm change that enhances the economic, environmental, and social outcomes of agriculture.

I will be happy to respond to your questions before or during the June 17 Council meeting.

The Perennial Biomass Initiative

A paper titled “Multifunctional Agriculture: A New Paradigm of Mixed Cropping” by Steve John and Greg McIsaac of the Agricultural Watershed Institute was published in the January 2017 issue of *Solutions Journal*. “The 20-Year Plan” on the following page is an excerpt from that paper. It outlines goals, actors, and actions for a landscape transformation based on perennial crops, with a link to the full paper.

In January 2018, the Steering Committee of Green Lands Blue Waters considered and endorsed a proposal for a Perennial Biomass Initiative based on that paper. An Initiative Committee was formed and held its first conference call in August 2018. AWI provides staff support for the Initiative, along with the GLBW office staff at the University of Minnesota.

For more information about – or to participate in – the Perennial Biomass Initiative, please contact:
Steve John – Tel. 217.877.5640; Mobile 217.620-0300; Email sfjohn@agwatershed.org.

Getting Started: Year 1 Work Plan

The Year 1 Work Plan in the Perennial Biomass Initiative proposal includes the following activities:

1. Complete formation of a Perennial Biomass Initiative Committee that will coordinate the overall Initiative and periodically report progress to the GLBW Steering Committee.
2. Elect a chair and vice-chair (or co-chairs) to lead the Committee.
3. Hold regular Initiative Committee conference calls monthly or bi-monthly and prepare minutes of these calls.
4. Hold at least one in-person meeting to flesh out the Initiative work plan, structure, and budget. This meeting is expected to be a 1- or 2-day workshop with invited participants.
5. Form Initiative subcommittees and recruit members that can help achieve Initiative goals. A tentative list of subcommittees is:
 - Perennial biomass crops: Ecosystem services of alternative production systems
 - Perennial biomass crops: Agronomy and breeding
 - Supply chain logistics
 - Uses and markets: small-to-medium start-up markets (heat, forage, bedding, etc.)
 - Uses and markets: large scale markets (bio-based products, biofuels, animal feed)
 - Economics and policy
6. Establish arrangements for collaboration with the Midwest Perennial Forage Working Group, including education on crops suitable for forage and bioenergy use.
7. Establish arrangements for collaboration with the Watershed Initiative, including opportunities for mutual assistance among NGOs and watersheds interested in biomass.
8. Establish arrangements for collaboration for mutual benefit between GLBW and the Midwest Conservation Biomass Alliance which focuses on native grassland polycultures.
9. Apply for at least one grant (e.g. USDA Conservation Innovative Grant) involving more than one Initiative member to demonstrate nutrient reduction benefits of biomass crops.
10. In collaboration with EESI (Environmental and Energy Study Institute), plan and conduct a Capitol Hill briefing about the Initiative and its implications for farm/energy policy.
11. Improve and maintain the Biomass section of the GLBW website with assistance of the central office staff.
12. Other activities as identified and prioritized by the Initiative Committee.

Outline of the **Perennial Biomass Initiative**, a long-term initiative affiliated with **Green Lands Blue Waters**

“The 20-Year Plan”, an excerpt from a *Solutions Journal* paper by Steve John & Greg McIsaac

The first ten years of the transition period are seen as a time to overcome technological challenges, explore agroecological synergies and trade-offs, demonstrate perennial farming systems at field and landscape scales, create supply chains and profitable enterprises at a range of scales, and adopt policies and programs to support the multifunctional agriculture paradigm.

Here are some broad-brush thoughts on goals, actors, and actions:

Years 1 to 5

Conduct R&D on multifunctional perennial crops and systems

- University, government, NGO, and corporate researchers continue and expand work to improve yield and other attributes of perennial biomass crops grown in monocultures or polycultures.
- Pioneering farmers collaborate with researchers and NGOs to demonstrate and evaluate on-farm performance of forage/bioenergy crops and modified drainage systems to achieve nutrient and GHG reduction, soil health, improved habitat, and other ecological benefits.
- With NGO and university assistance, producers implement local bioenergy demonstration projects to provide replicable models of Community Supported Energy, farmer-owned bioenergy cooperatives, and related business enterprises.

Make equipment available and increase market development

- Mission-driven business entities, with government and philanthropic support, develop equipment and systems to process and use grass biomass for small- to medium-scale heat or cogeneration.
- Large-scale cellulosic bioenergy enterprises partner with producers and other stakeholders to ensure that feedstock production meets sustainability standards.
- Innovative companies in the agricultural, energy, and manufacturing sectors assess opportunities to profit from production, processing, and use of PBCs for animal feed, bioenergy, and bioproducts.

Demonstrate integration of multifunctional systems with appropriate program and policy innovations

- Scientists and economists use research results to add new perennial cropping and naturalized drainage systems to models and include multifunctional agriculture scenarios in plans to achieve water quality, renewable energy, and climate-related objectives.
- With public, private, and philanthropic funding, watershed projects engage local stakeholders, researchers, NGOs, and business entities to serve as landlabs to test sustainable landscape design, biomass supply chains, energy conversion technologies, and policy innovations.

Years 6 to 10

Ramp up multifunctional perennial systems

- Research continues on improved perennial crops and polycultures for coproduction of bioenergy feedstock and ecosystem services.
- Multifunctional perennial crops and systems gain acceptance and begin to be widely promoted by universities, conservation agencies, and crop advisors.

Ramp up equipment, supply chains, markets, and enterprises

- Mission-driven businesses take the lead to improve equipment and supply chain logistics to use grass biomass and short rotation coppice woody biomass for heat and cogeneration.
- The number and visibility of CSEs, bioenergy cooperatives, and related enterprises increases.
- Growing numbers of large and small enterprises make use of PBCs for a variety of energy, animal feed, and bio-based product applications an integral part of their business model.
- More cellulosic biorefineries and related enterprises come on line, using perennial feedstocks and applying the principles of sustainable biomass production and landscape ecology.

Incorporate multifunctional agriculture into plans, programs, and policies

- Multifunctional agriculture landlabs continue to innovate to improve social, economic, and environmental outcomes and provide testing grounds for policy and program innovation.
- Knowledge gained from perennial biomass R&D is used to design programs and policies for inclusion in energy and agricultural legislation, implement state nutrient reduction strategies, and the U.S. nationally determined contribution under the Paris Agreement.

Years 10 to 20

Broadly, these years are seen as a period in which perennial-based multifunctional agriculture goes mainstream. If the action plan outlined above is successful, by Year 10 the new paradigm should reach a tipping point beyond which increased adoption becomes self-sustaining and perennial crop acreage climbs in the S-curve characteristic of diffusion of innovations until a new annual—perennial equilibrium is reached.

The full paper is on line at www.thesolutionsjournal.com/article/multifunctional-agriculture-new-paradigm-mixed-cropping

Outline of the **Perennial Biomass Initiative**, a long-term initiative affiliated with **Green Lands Blue Waters**

Agricultural Innovation & Perennial Crops In Central Illinois

*A presentation by AWI Executive Director **Steve John**
followed by an **agricultural futures** conversation*

This free public event is for farmers, landowners, scientists, environmentalists, business and civic leaders, and everyone interested in innovative practices, crops, and markets for a sustainable agriculture future.

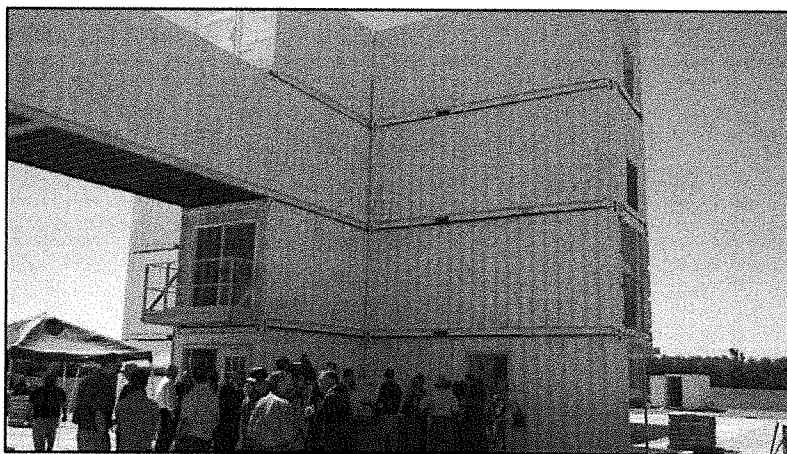
Wednesday, July 10, 2019 – 7:00 PM

Richland Community College – Shilling Center

www.richland.edu/maps



← Attendees visiting the U of I—AWI Farm Progress Show plots
↓ DOE tour of the Chip Energy biomass processing facility



Illinois farmers, businesses, and scientists played major roles in 20th Century agricultural transformations. Drawing on this history, Steve John will present AWI's vision and strategy for collaborative on-farm R&D and market development for a 21st Century paradigm shift including perennial crops to enhance agriculture's economic, environmental, and social bottom line.

After Steve's talk, there will be refreshments and a "shared learning" conversation among scientists and agricultural stakeholders. This dialogue is designed to advance local engagement in a multi-state Perennial Biomass Initiative to help guide a transition to a more sustainable agricultural landscape and agro-economy.

For further information, contact Steve John – 217.877.5640 – sfjohn@agwatershed.org

Sponsored by:



Public Works

DATE: 6/5/2019

MEMO: 2019-65

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM:

SUBJECT:

Scot Wrighton, City Manager

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

Keith Alexander, Water Production Manager

SUMMARY RECOMMENDATION: Please see attached memo

ATTACHMENTS:

Description	Type
2019-65 Memo	Cover Memo
2019-65 Resolution Authorizing a Six-Year Maintenance Agreement with Altorfer Inc. for South Water Treatment Plant Emergency Standby Generators	Resolution Letter
2019-65 Maintenance Schedule	Backup Material
2019-65 Insurance	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2019-65**

DATE: June 3, 2019

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Six-Year Maintenance Agreement with
Altorfer Inc. for South Water Treatment Plant Emergency Standby
Generators

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution authorizing a six-year Maintenance Agreement with Altorfer Inc. for South Water Treatment Plant Emergency Standby Generators for a fee of \$69,828.00.

PAST COUNCIL ACTION: None on this subject.

BACKGROUND:

The South Water Treatment Plant (SWTP) has two large diesel fuel powered Caterpillar emergency standby generators to supply electricity to the SWTP whenever electricity is interrupted. Altorfer Inc. has provided emergency standby generator maintenance and repair services since the SWTP was commissioned in 1988. Since they are the firm that is most familiar with the generators, and located nearby in Urbana, they were asked to provide the proposed six year maintenance agreement.

The maintenance tasks to be performed in the years 2020 through 2025 are:

1. Comprehensive Inspections
2. Routine Full Service
3. Engine Cooling System Service
4. Intermediate Cooling System Service
5. Starting Battery Replacement Service
6. Air Filter Maintenance

The tasks are performed over a six-year period based on the amount of time that the generators are annually operated.

Altorfer is the regional dealer and maintenance services firm for Caterpillar generators and electrical control systems. The present agreement (which expires this year) cost \$11,396 per year. The proposed new agreement will cost \$11,638 per year, or \$69,828 for 6 years.

Altorfer will not use sub-contractors for this work. They will meet the City's minority participation goal of 18% of the hours worked being performed by minority labor.

BUDGET/TIME IMPLICATIONS: These services are an annual expense of the Water Production Division Operating Fund.

POTENTIAL OBJECTION: None foreseen.

INPUT FROM OTHER SOURCES:

The following City staff reviewed and approved the agreement in May:
Gregg Zientara, Director of Financial Management
Amy Waks, Assistant Corporation Counsel

STAFF REFERENCE:

Matt Newell, Public Works Director, Keith Alexander, Water Production Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

Attachments

CC: Rich Gilonske, Altorfer Inc.
Randy Weaver, Water Production Maintenance Supervisor

RESOLUTION NO. R2019-_____

**RESOLUTION AUTHORIZING A SIX-YEAR MAINTENANCE AGREEMENT
WITH ALTORFER INC. FOR
SOUTH WATER TREATMENT PLANT EMERGENCY STANDBY GENERATORS**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between Altorfer Inc. and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Altorfer Inc. for a fee not to exceed \$69,828.00.

PRESENTED AND ADOPTED this 17th day of June 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A



Quote#: 19-RG-16310-R
Customer # 215205

May 28, 2019

City Of Decatur Water Service

Attention: Randy Weaver
South Water Treatment Plant,
1155 South Martin Luther King Jr
Decatur, IL 62521

Reference: Service for the Water Stand-by Generators

A Six Year POW-R-GUARD Maintenance Agreement for Caterpillar Emergency Standby Generator(s).

Caterpillar	3516	025Z01104	Caterpillar	3516	0CMD00283
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Thank you for allowing Altorfer Power Systems the opportunity to provide a scheduled maintenance plan for your power generation system. These services have been tailored to your company's requirements and specific needs, while following Caterpillar's published schedules. A complete description of the services offered is included in this proposal package. The following is a summary of the service levels included in this agreement:

NOTE: Any specific training required to perform these services will be billed at normal time and material rates.

Type	Description	Visit Qty
Service Level 1	Comprehensive Inspection	12
Service Level 2	Service Level 1, Plus Full Service	12
Service Level 4	Engine Cooling System Service	2
Service Level 4a	Interm. Cooling System Service(Long Life)	2
Service Level 7	Starting Battery Replacement Service	4
Service Level 19	Air Filter Maintenance	2

**Service Level intervals are based on 250 or less run hours per year.

SerialNum	Visit Qty	Invoice Amount
025Z01104	12	\$2,862
0CMD00283	12	\$2,957

Year 2020

025Z01104 – 2 visits total \$5,724.00
0CMD00283 – 2 visits total \$5,914.00
1st Year Total - \$11,638.00

Year 2021

025Z01104 – 2 visits total \$5,724.00
0CMD00283 – 2 visits total \$5,914.00
2nd Year Total - \$11,638.00

Year 2022

025Z01104 – 2 visits total \$5,724.00
0CMD00283 – 2 visits total \$5,914.00
3rd Year Total - \$11,638.00

Year 2023

025Z01104 – 2 visits total \$5,724.00
0CMD00283 – 2 visits total \$5,914.00
4th Year Total - \$11,638.00

Year 2024

025Z01104 – 2 visits total \$5,724.00
0CMD00283 – 2 visits total \$5,914.00
5th Year Total - \$11,638.00

Year 2025

025Z01104 – 2 visits total \$5,724.00
0CMD00283 – 2 visits total \$5,914.00
6th Year Total - \$11,638.00

- Plus Applicable Tax.

Any labor or materials for corrective action on defects discovered during inspection and testing of equipment will be invoiced separately.

Altorfer Inc. 1519 West Kenyon Road, Urbana, IL 61801
Phone: FAX: (217) 359-6310

Prevailing Wage must be paid for all applicable work performed under this Agreement. Copies of certified transcript of payroll must be submitted to the City prior to payment to Altorfer.

Chapter 28, Article 10, of the City Code. All vendors with Public Works contracts with the City of Decatur shall make a good faith effort to meet the City's Minority Participation Goals for all Prevailing Wage work performed as part of this project.

- I. **Description of the Minority Participation Goals Program:** The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works contracts. To comply with Chapter 28, Section 10, of the City Code, **contractors will make a good faith effort to meet the following minimum goals for all work within this project requiring the payment of Prevailing Wages:**
 - A. Subcontracting is not required, but if subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 - B. Minority workers should perform **18%** of the total hours worked.
- II. **Waiver:** If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - A. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - B. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- III. **Record Keeping and Reporting:** For work items requiring Prevailing Wages, the Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code.

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

SECTION 10-6. APPEALS:

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

Relations Commission.

SECTION 10-7. WAIVER:

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

INDEMNIFICATION. Altorfer will indemnify, hold harmless, and defend the City from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of this agreement.

VENUE AND JURISDICTION. All work done pursuant to any agreement will be governed and enforced by the laws of the State of Illinois. The sole venue for dispute resolution involving any litigation arising out of this Agreement shall be the Circuit Court of Macon County, Illinois. Any actions related services provided must be filed in a Federal court in the State of Illinois capable of hearing the case.

May 28, 2019

Quote#: 19-RG-16310-R

This maintenance plan will minimize the number of unexpected problems, allow you to budget your operating expenses, and maximize your facility's "up" status. All services will be performed by qualified CATERPILLAR trained technicians assuring that your generator system is maintained in accordance with all manufacturer's guidelines. Further, with the authorized CATERPILLAR dealer handling the maintenance, you can be assured of receiving any suggested or mandated product improvement updates that your equipment would require. The services provided will discover any possible discrepancies before they become a serious problem, which could lead to unnecessary down time of your system.

Altorfer Power Systems is capable of addressing all of your power generation needs from scheduled maintenance to failure diagnosis and repairs. To further your investment, we offer the following types of support:

- * 24 Hours, 7 days A Week, Emergency Service
- * Emergency Generator Rentals
- * 25+ CATERPILLAR Trained Generator Field Service Technicians Company Wide
- * In House Transfer Switch and Switchgear Repair
- * \$1.5 Million In Parts Inventory With Instant Access to CAT Worldwide Parts in Morton, IL.

All services performed will be covered by a 6-month warranty against materials and workmanship defects. All remedies under this warranty are expressly limited to replacing parts or making repairs in accordance with the warranty guidelines. Claims for loss arising out of any failure or the repaired equipment to operate for the warranty period or for loss arising from expenses incurred due to, or in connection with the failure of the repaired equipment, including any and all claims for consequential damages, are expressly excluded. Pricing is based on services performed during normal business hours.

In the event either party would decide to terminate this agreement, a 30 day written notice is required. (Cancellation charges may apply if the actual work completed exceeds the amount of total payments made prior to agreement termination.)

Pricing is valid for 60 days from quote date. To accept this proposal, please sign below. Please return the ACCEPTED copy to me. If you have any questions, or if I may be of additional service, please don't hesitate to contact me.

Sincerely,

Rich Gilonske
PSSR
Cell: (217) 622-2132
E-mail: rgilonske@altorfer.com

ACCEPTED: _____ DATE: _____

TITLE: _____ PO#: _____

Altorfer Inc.

1519 West Kenyon Road, Urbana, IL 61801

Phone: FAX: (217) 359-6310

Maintenance Schedule

Customer City Of Decatur Water Service **Reference** Service for the Water Stand-by Generators
Quote/Contract # 19-RG-16310-R

Model	Serial Number	Location	Equip #	Service Level	Visit Note
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April-2020

3516	025Z01104	South WTP, 1155 S Mar		Service Level 2	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 2	-

October-2020

3516	025Z01104	South WTP, 1155 S Mar		Service Level 1	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 1	-
3516	025Z01104	South WTP, 1155 S Mar		Service Level 7	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 7	-

April-2021

3516	025Z01104	South WTP, 1155 S Mar		Service Level 2	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 2	-

October-2021

3516	025Z01104	South WTP, 1155 S Mar		Service Level 1	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 1	-

April-2022

3516	025Z01104	South WTP, 1155 S Mar		Service Level 19	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 19	-
3516	025Z01104	South WTP, 1155 S Mar		Service Level 2	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 2	-
3516	025Z01104	South WTP, 1155 S Mar		Service Level 4	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 4	-

October-2022

3516	025Z01104	South WTP, 1155 S Mar		Service Level 1	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 1	-

April-2023

3516	025Z01104	South WTP, 1155 S Mar		Service Level 2	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 2	-

October-2023

3516	025Z01104	South WTP, 1155 S Mar		Service Level 1	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 1	-
3516	025Z01104	South WTP, 1155 S Mar		Service Level 7	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 7	-

April-2024

3516	025Z01104	South WTP, 1155 S Mar		Service Level 2	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 2	-

October-2024

3516	025Z01104	South WTP, 1155 S Mar		Service Level 1	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 1	-

April-2025

3516	025Z01104	South WTP, 1155 S Mar		Service Level 2	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 2	-

October-2025

3516	025Z01104	South WTP, 1155 S Mar		Service Level 1	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 1	-
3516	025Z01104	South WTP, 1155 S Mar		Service Level 4a	-
3516	0CMD00283	South WTP, 1155 S Mar		Service Level 4a	-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2019

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 101 S. Main St. Ste 200 P.O. Box 140 Decatur IL 62525	CONTACT NAME: Mary Corley PHONE (A/C, No, Ext): 217-233-3335 E-MAIL ADDRESS: mary_corley@ajg.com FAX (A/C, No): 217-428-0865														
INSURED Altorfer Inc. 2600 6th Street SW Cedar Rapids, IA 52404	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER B : Travelers Casualty and Surety Co of America</td><td>31194</td></tr><tr><td>INSURER C : Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co of America	25674	INSURER B : Travelers Casualty and Surety Co of America	31194	INSURER C : Old Republic Insurance Company	24147	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1803587640**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	MWZY 314706 19	4/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Garagekeeper	Y	Y	MWTB 314705 19	4/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ \$10,000	Y	Y	ZUP-91N11806-19-NF	4/1/2019	3/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	MWC 314704 19	4/1/2019	3/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Inland Marine Floater Crime			QT-660-0H52352A-TIL-19 106088172	4/1/2019 4/1/2019	3/1/2020 3/1/2020	Leased/Rented Equip \$ 1,000,000 Crime \$ 1,000,000

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

The policies are endorsed to provide blanket additional insured status per Form Numbers CG 20 15, CG 20 10, CG 2037, CG 20 01 & CG 20 28. Coverage includes primary and non-contributory coverage with waivers of subrogation to certificate holders and/or related entities, including subsidiaries and affiliates, when/and as required by contract with Altorfer, Inc. and its subsidiaries. This status is indicated by the appropriate box being checked above. For any requirement of notice of cancellation, the insured agrees to provide this per the terms of the contract. Blanketed Endorsements attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur Water Service
Attention: Randy Weaver
South Water Treatment Plant
1155 South Martin Luther King Jr.
Decatur IL 62521

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

AUTHORIZED REPRESENTATIVE

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Page 207 01/787

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 28 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 15 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All persons or organizations when required by written contract or agreement	The products as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

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

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

**AS REQUIRED BY WRITTEN CONTRACT, TO THE EXTENT ALLOWABLE BY
LAW.**

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

Public Works

DATE: 6/7/2019

MEMO: 2019-48

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation

SUMMARY RECOMMENDATION: Council adopt the attached Resolution Authorizing a Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation for a fee not to exceed \$153,900.

BACKGROUND:

On Monday, December 10, 2018, while operating the Lake Decatur dam bascule gates, the north bascule gate failed to raise from its full down position. The bascule gates are the long gates that span the top of the dam. Eight large hydraulic pistons lower or raise the gates as needed to allow water to flow over the dam to maintain the necessary lake depth. This failure created a 24-hour period during which a considerable amount of water flowed uncontrolled out of the lake. The lake lost nearly 2' of water overnight. On Tuesday, December 11, the gate finally responded to repeated activation attempts and was raised to its full up position. Since then, we have not lowered the north gate below its 60% up position.

It is believed that one of the four hydraulic pistons that power the north bascule gate seized for some reason. However, there could also be other explanations, including debris blocking the front of the gate which sits underwater out of sight of normal inspection. With the summer weather approaching and reduced Sangamon River water flow, the Public Works Department proposes to retain the services of Hanson Professional Services to review the bascule gates including the hydraulic pistons to determine the cause of the December failure and recommend necessary repairs.

Hanson Professional Services has provided Lake Decatur dam engineering and repair services to the City for the past 15 years. Since they are the firm that is most familiar with the dam, and located nearby in Springfield, they were contacted to provide the proposed bascule gates evaluation. Hanson has assembled a turnkey operation to perform the inspections. Their team includes Christy Foltz, a respected local contractor who will provide

the necessary equipment and manpower to access the gates and hydraulic pistons. Underwater inspection of the front face of the bascule gates will be performed by Global Infrastructure who completed the last major rehab of the bascule gates and has provided underwater inspections of the upstream face of the dam in the past. Hydraulic review and testing of the system will be conducted by John Henry Foster, a firm that currently services the dam hydraulic systems.

The evaluation is complex and encompassing in order to determine the problem and its likely cause. The scope of work is composed of four major tasks:

1. Hydraulic Piston Testing- All 8 hydraulic pistons, encompassing both the north and south bascule gates will be tested to assure that there are no other lurking problems with the large pistons.
2. Gate Inspection- Both bascule gates will be examined for possible damage. This will include the use of divers to inspect the upstream face of the gates.
3. Upstream Face of the Dam Inspection- With divers mobilized at the site, we will have them inspect the upstream (lake side) face of the entire dam. This portion of the dam has not had an underwater inspection in approximately 15 years.
4. Preparation of a Summary Report and Recommendations- This will include the likely cause of the December gate failure and specify the follow-up work necessary to design the necessary repairs.

Task details are on page A-1 through A-3 of the agreement.

PRIOR COUNCIL ACTION: None on this subject

POTENTIAL OBJECTIONS: None foreseen

INPUT FROM OTHER SOURCES:

The following staff reviewed and approved the agreement in May:

Gregg Zientara, Director of Financial Management

Wendy Morthland, Corporation Counsel

STAFF REFERENCE: Matt Newell, Public Works Director, Keith Alexander, Water Production Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: The services are not to exceed \$153,900 and will be paid from the Water Lake Capital Fund. These services need to be performed when the air temperature is well above freezing and water is not flowing over the dam, which is typically during the summer and fall months.

ATTACHMENTS:

Description	Type
2019-48 Resolution Authorizing a Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation	Resolution Letter

RESOLUTION NO. R2019-_____

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH HANSON PROFESSIONAL SERVICES INC. FOR
LAKE DECATUR DAM GATES EVALUATION**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between Hanson Professional Services Inc. and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Hanson Professional Services Inc. for a fee not to exceed \$153,900.00.

PRESENTED AND ADOPTED this 17th day of June 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CITY OF DECATUR, ILLINOIS PROFESSIONAL SERVICES AGREEMENT

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

Hanson Professional Services Inc.

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

- E. EXTRA WORK AND CHANGE ORDERS. The Professional Service Provider shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Professional Service Provider shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Professional Service Provider and shall not be reimbursed by the City.

The Professional Service Provider expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

The Professional Service Provider shall:

- A. SCOPE OF WORK. Professional Service Provider shall provide all services as described in the Scope of Work, Exhibit A.
- B. CITY'S REQUIREMENTS. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
- C. COMPLETION TIME. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.
- D. MINORITY PARTICIPATION GOALS. The City Code requirements for Minority Participation Goals for Public Works Contracts are in effect for all work items that require the payment of Prevailing Wages. The payment of Prevailing Wages is required for all construction or demolition of public works. Typical activities requiring Prevailing Wages are manhole rehabilitation, point repairs, sewer cleaning and other construction related work. The minority participation goals are as follows:
1. Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,
 2. Eighteen percent (18%) of the total hours worked should be performed by minority workers.

The Professional Service Provider shall provide evidence of meeting the City's minority participation goals prior to all payments made for Prevailing Wage work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Exhibit J provides required information and documentation.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

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

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

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

The certificate must certify the following:

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

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

- a. Workers' Compensation:

Coverage A: Statutory Limits

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

- b. General Liability: Combined single limits of, no less than one million dollars (\$1,000,000) per occurrence/annual aggregate amount of two million dollars (\$2,000,000). General Liability Insurance shall include:

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of, no less than one million dollars (\$1,000,000) per occurrence/annual aggregate amount of two million dollars (\$2,000,000). Auto liability shall include hired and non-owned autos.

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

E. TERMINATION

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

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

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

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

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

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

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

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

- K. COPYRIGHT ASSIGNMENT. The Professional Service Provider assigns to the City any and all of Professional Service Provider's rights under copyright laws for work prepared by the Professional Service Provider, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Professional Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Professional Service Provider certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Professional Service Provider is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Professional Service Provider so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Professional Service Provider agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Professional Service Provider agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Professional Service Provider has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars

(\$5,000.00), the Professional Service Provider shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II based on unit costs as set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Professional Service Provider for services and reimbursable expenses of Subconsultants engaged by the Professional Service Provider with the approval of the City's Representative, the amount billed by the Subconsultant to the Professional Service Provider times an approved multiplier of 5%.
- C. PAYMENT FOR WORK COMPLETED
1. Monthly progress payments may be requested by the Professional Service Provider for work satisfactorily completed and shall be made by the City to the Professional Service Provider as soon as practicable upon submission of statements requesting payment by the Professional Service Provider to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Professional Service Provider prefers, the Invoice Data sheet may serve as the Professional Service Provider's invoice.
 2. The Professional Service Provider shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Professional Service Provider shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Professional Service Provider may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Professional Service Provider under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Professional Service Provider and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Professional Service Provider shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

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

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

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

DATED this _____ day of _____, 2018

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

HANSON PROFESSIONAL SERVICES INC.

By: D J Holladay, V.P.

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages "A-1", "A-2" and so on.

Project Description:

Provide professional services related gate evaluation for the Lake Decatur Dam.

Services:

I. Gate Evaluation

A. Hydraulic Cylinder Testing

1. C-F: Provide equipment as required to provide testing personnel access to cylinder vaults; remove & replace vault covers (up to 8 total)
2. JHF & City: Break hydraulic lines and depressurize the system for each cylinder
3. JHF: Install testing ports into existing hydraulic supply and return lines at each cylinder (2 EA. X 8 = 16 Total)
4. JHF: Conduct pressure tests in coordination with City Operators
5. C-F: Disconnect rod end from gate at each cylinder; support cylinder during testing; and reconnect
6. JHF: Conduct operation test of each cylinder in coordination with City Operators
7. JHF: Report test results of findings and recommendations for repair and/or additional investigation

B. Gate Inspection

1. Hanson: Inspect downstream face of north & south gates for visible damage
2. Hanson: Obtain survey profile of the north & south gate crest at 10 ft intervals
3. Global: Complete underwater inspection of upstream face of spillway including wingwalls, intake structure, north slopewall, bascule gates & seals
4. Hanson: Report survey results and inspection observations

C. Summary Report & Recommendations

1. Hanson: North & south gate downstream face inspection report
2. Hanson: Survey profile of north and south gate crest

3. Global: Underwater inspection report
4. JHF: Cylinder testing report
5. Hanson: Summary of rehabilitation recommendations and estimate of cost

C-F = Christy-Foltz; General Contractor

JHF = John Henry Foster; Hydraulics

Global = Global Infrastructure; Diver

Lake Decatur Dam
Bascule Gate Operator Investigation
Hanson No. 18L0332



DLM 3.0

Task Description	LABOR					TOTAL
	Project Manager (EAS VII)	Project Engineer (EAS III)	Land Surveyor (EAS III)	Technician (Tech VII)	Clerical (Admin IV)	
	\$186.00	\$105.00	\$105.00	\$120.00	\$84.00	
L. Gate Evaluation						
A. Hydraulic Cylinder Testing (8 Total) **						
1. JHF: Install test ports; pressure & cylinder operation tests; prepare report		40				40
2. C-F: Provide access to testing personnel; remove & replace vault covers; remove & replace rod end pin						
3. Hanson: Coordination between Contractors & City	16					16
B. Gate Inspection						
1. Hanson: Inspect downstream face of north & south gates for visible damage	10	20				30
2. Hanson: Obtain survey profile of the north & south gate crest at 10 ft intervals			10	10		20
3. Global: Perform underwater inspection of upstream face of the dam		40				40
C. Summary Report and Recommendations and Estimate of Cost	16	40	8	20	8	92
** City & JHF coordinate to break hydraulic lines and depressurize/repressurize the system						
Hours Subtotal	42	140	18	30	8	238
Labor Total	\$7,812	\$14,700	\$1,890	\$3,600	\$672	\$28,674

Total Labor and Reimbursable Expenses \$153,900

Notes:

C-F = Christy-Foltz; General Contractor

JHF = John Henry Foster; Hydraulics

Global = Global Infrastructure; Underwater Inspection

Last Revised: 12-11-2013

I:\Jobs\18L0332\Admin\05-Agreements\2019 Professional Services Agreement with Hanson Professional Services.docx



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____
(City Engineer)

Dated this ____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____
(Signature) (Title)

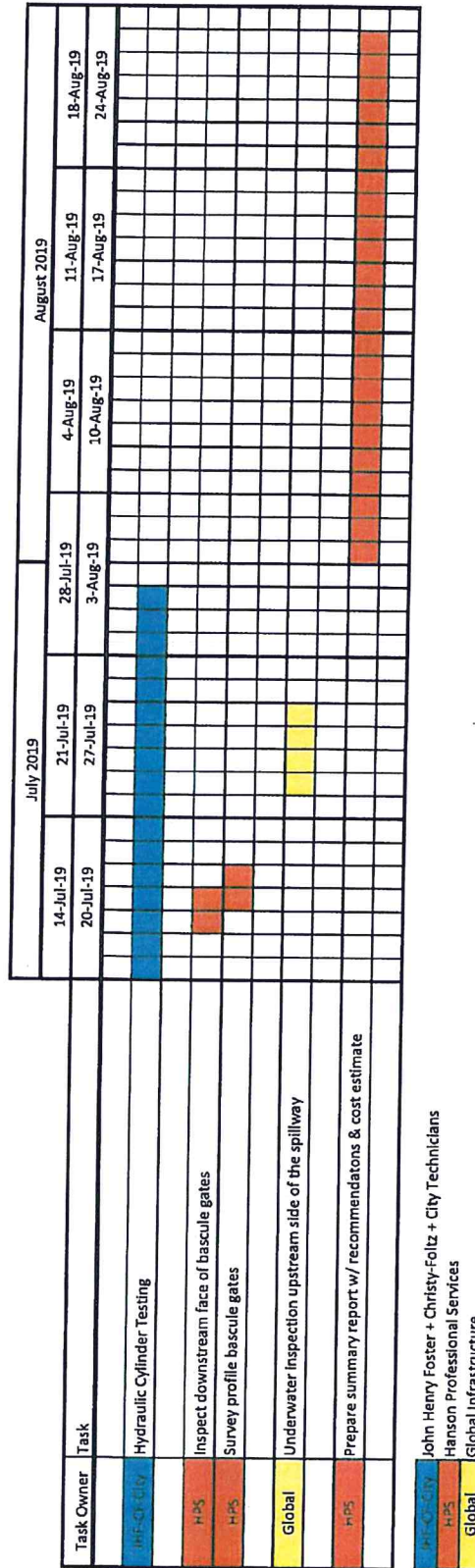
Dated this ____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

(Provide a Gantt Chart of the major work elements and the project days to each completion) Number pages "C-1" , "C-2" and so on.

Lake Decatur Dam
Bascule Gate Operator Investigation
Hanson No. 1810332





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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2019

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108 1-800-527-9049		CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): 866-501-3945 E-MAIL ADDRESS: lbomarito@holmesmurphy.com	
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 55980883** **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR9935744	01/01/19	01/01/20	Each Claim 10,000,000 Aggregate 10,000,000

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

Project: 18L0332 - Lake Decatur Dam - Gate Malfunction PM/JJT

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

ACORD 25 (2016/03)
HANPRO
55980883

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2019

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

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

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704		CONTACT NAME: Lori Ruppel Williams PHONE (A/C, No, Ext): (217) 321-3145 FAX (A/C, No): (217) 321-4145 E-MAIL ADDRESS: lruppel@troxellins.com	
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1812627087

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP0870038	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPA0870038	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ OCCUR DED \$ 0 ☒ RETENTION \$ 0			CPP0870038	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC0473222	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: 18L0332 Lake Decatur Dam-Gate Malfunction PM/JJT
 City of Decatur is additional insured in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory language applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.

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

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ACORD 25 (2016/03)

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

PROFESSIONAL SERVICE PROVIDER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
 COUNTY OF Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Hanson Professional Services Inc. (Hereinafter "Professional Service Provider") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Professional Service Provider's Federal Tax Identification Number is 37-0844717.

B. CORPORATION

The State of Incorporation is Delaware.

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):	
<u>Harvey B. Stephens</u>	<u>1525 S. Sixth St.</u>	
Name	Company Address, Principal Office	
<u>205 S. 5th Street, Suite 700</u>	<u>Springfield, IL 62703</u>	
Address	City, State, Zip	
<u>Springfield, IL 62701</u>	<u>217-788-2450</u>	<u>217-788-2503</u>
City, State, Zip	Telephone	Facsimile
<u>217-280-4271</u>	<u>www.hanson-inc.com</u>	
Telephone	Website	

The corporate officers are as follows:

President: Jeffery T. Ball

Vice President: Please see attached.

Secretary: Dennis Hollahan

C. PARTNERSHIP OR LLC

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

Name _____ Home Address & Telephone _____

Name _____ Home Address & Telephone _____

Name _____ Home Address & Telephone _____

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

PROFESSIONAL SERVICE PROVIDER

D.J. Hollahan
Signature

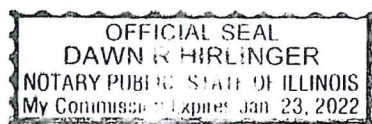
Dennis J. Hollahan
Printed Name

V.P.
Title

SUBSCRIBED and SWORN to before me this 29 day of April, 2019.

Dawn R. Hurlinger

Notary Public



Attachment to Exhibit G – Professional Service Provider’s Disclosure Affidavit

Corporation - Vice Presidents

- Sergio A. Pecori, Chairman/Chief Executive Officer
- Jeffery T. Ball, President and Chief Operating Officer
- Jo Ellen Keim, Executive Vice President/Chief Financial Officer/Treasurer
- Thomas E. Bartolomucci, Senior Vice President
- Jeffrey L. Bowen, Senior Vice President
- William C. Bradford, Senior Vice President
- Joan C. Freitag, Senior Vice President
- James P. Messmore, Senior Vice President
- John A. Michael, Senior Vice President
- Gary J. Potts , Senior Vice President
- Charles H. Snowden, Senior Vice President
- David M. Thomson, Senior Vice President
- Daniel J. Whalen , Senior Vice President
- Mina Biggs, Vice President
- Jeffrey V. Easley, Vice President
- Mathew A. Fletcher, Vice President
- Shawn L. Goetz, Vice President
- Dennis J. Hollahan, Vice President and Secretary
- Grant A. Jackson, Vice President
- Stuart M. Kemp, Vice President
- Mansoor Khuwaja, Vice President
- Robert J. Knoedler, Vice President
- Lucinda A. Loos , Vice President
- David R. McDonald, Jr., Vice President
- James W. Moll, Vice President
- John W. Nelson, Vice President
- Michael A. Pochop, Vice President
- Daniel J. Rayhill, Vice President
- Matthew H. Schrader, Vice President
- R. Blake Swafford, Vice President
- Mark G. Thompson, Vice President
- David M. Underbrink, Vice President
- Andrew Canopy, Assistant Vice President
- Wilfredo Rivera Jr., Assistant Vice President
- Gary C. Rogers, Assistant Vice President
- Terald E. Smith, Assistant Vice President
- Craig B. Thompson, Assistant Vice President
- Robert A. Waller, Assistant Vice President
- Joseph D. Worley, Assistant Vice President

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE PROFESSIONAL SERVICE PROVIDER		
As of the date of this contract.		
Project Name: Lake Decatur Dam – Gate Operator Investigation		
Professional Service Provider: Hanson Professional Services Inc.		
Classification	Minimum	Maximum
Principal	-	-
Project Manager	\$144.00	\$288.00
Project Engineer	\$72.00	\$144.00
Senior Engineer		
Engineer		
Senior Technician	\$105.00	\$150.00
Technician		
Professional Land Surveyor	\$72.00	\$144.00
Construction Inspector		
Structural Engineer		
Clerical	\$60.00	\$105.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

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

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

Professional Service
Provider's Signature: _____

Title: _____

Chapter 28, Article 10, of the City Code. All vendors with Public Works contracts with the City of Decatur shall make a good faith effort to meet the City's Minority Participation Goals for all Prevailing Wage work performed as part of this project.

- I. Description of the Minority Participation Goals Program: The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works contracts. To comply with Chapter 28, Section 10, of the City Code, **contractors will make a good faith effort to meet the following minimum goals for all work within this project requiring the payment of Prevailing Wages:**
 - A. Subcontracting is not required, but if subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 - B. Minority workers should perform **18%** of the total hours worked.
- II. Waiver: If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - A. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - B. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- III. Record Keeping and Reporting: For work items requiring Prevailing Wages, the Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

Public Works

DATE: 6/6/2019

MEMO: 2019-63

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2019 Trenchless Long Lining Repairs Project, City Project 2019-28

SUMMARY RECOMMENDATION: See attached Council Memo No. 2019-63 and related attachments.

ATTACHMENTS:

Description	Type
Council Memo 2019-63 Award Contract 2019 Trenchless Long Lining Repair Insituform Technologies	Cover Memo
Resolution Contract Award Insituform Technologies 2019-28	Resolution Letter
Bid Tabulation 2019-28	Backup Material

**Public Works Memorandum
NO. 2019-63**

DATE: June 6, 2019

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2019 Trenchless Long Lining Repairs Project,
City Project 2019-28

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$559,506.75 for the 2019 Trenchless Long Lining Repairs Project, City Project 2019-28, with Insituform Technologies USA, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

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

BACKGROUND:

Sanitary Sewer Priorities

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

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

The 2019 Trenchless Long Lining Repairs project primarily addresses priority number 4 by repairing deteriorated sanitary sewer pipes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2019 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 2019 Trenchless Long Lining Repairs Project will line approximately 13,357 lineal feet of the sanitary sewer ranging from 8-in to 24-in and 310 lineal feet storm sewers ranging from 30-in to 36-in diameter. 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 15, 2019 and bids were opened on Wednesday, June 5, 2019. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
Insituform Technologies USA, LLC	\$559,506.75	(11.14%)
Hoerr Construction, Inc.	\$588,203.80	(6.58%)
SAK Construction, LLC	\$649,832.25	3.21%
Engineer's Estimate	\$629,647.00	-----

Insituform Technologies USA, LLC provided the lowest, qualified bid at 11.14% below the Engineers Estimate. Insituform is located in the St. Louis area and has successfully completed sewer lining work for the City in the past. They have completed many annual trenchless long lining projects and were the general contractor for the Lake Shore Drive Sewer Critical Sewer Rehabilitation Division B and C and Union Street Sewer Critical Sewer Rehabilitation Project. Insituform will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Insituform Technologies USA, LLC to perform the 2019 Trenchless Long Lining Repairs project.

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

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

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

Insituform has provided the proper documentation stating they will meet the 10 percent Minority Business Enterprise subcontracting goal.

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

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department on April 30, 2019.

SCHEDULE: The project will begin when a Notice to Proceed has been issued and is to be completed December 1, 2019.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Sanitary Sewer Fund at \$492,634.75 and Stormwater Fund at \$66,872.

The recommended low bid amount is \$559,506.75. The Sanitary Sewer Fund is supported by Sanitary Sewer User Fees and the Stormwater Fund is supported by the Stormwater Utility Fees.

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

INPUT FROM OTHER SOURCES: None

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

This memorandum was prepared by Sarah Blaine, Civil Engineer I and reviewed by Paul Caswell, P.E., City Engineer.

Attach: 3

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR
2019 TRENCHLESS LONG LINING REPAIRS
CITY PROJECT 2019-28**

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

Section 1. That the tabulation of bids received for City Project 2019-28, 2019 Trenchless Long Lining Repairs Project, 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 \$559,506.75 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 \$559,506.75.

PRESENTED and ADOPTED this 17TH day of June 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2019 TRENCHLESS LONG LINING REPAIRS PROJECT

CITY PROJECT 2019-28

May 2019

a project of the



**CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT**

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

FOR BIDDING

CITY OF DECATUR
2019 TRENCHLESS LONG LINING REPAIRS

Julie Moore Wolfe, Mayor

Pat McDaniel

David Horn

Chuck Kuhle

Rodney Walker

Lisa Gregory

Bill Faber

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

CITY OF DECATUR
2019 TRENCHLESS LONG LINING REPAIRS
CITY PROJECT 2019-28

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 A.M., Wednesday, June 5, 2019**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2019 TRENCHLESS LONG LINING REPAIRS

CITY PROJECT 2019-28

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

The proposed improvement consists of performing approximately 13,667 feet of cured in place pipe long linings to repair damaged and failed sections of 8", 10", 12", 18", 24", 30" and 36" sanitary and storm sewers at various locations throughout the City. The work also includes sewer cleaning, video inspection, lateral reinstatement, mobilization and traffic control.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON **MAY 29, 2019**, AT 10:00 A.M. IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

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

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

ADVERTISEMENT FOR BIDS

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

(1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,

(2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

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

REJECTION OF BIDS:

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

May 15, 2019
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2019 Trenchless Long Lining Repairs**

City Project No.: **2019-28**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

BID PROPOSAL

RETURN WITH BID

For Construction of: **2019 Trenchless Long Lining Repairs**

City Project No.: **2019-28**

Owner: **City of Decatur, Illinois**

Prospective Bidder: **Insituform Technologies USA, LLC**

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
1	5/30/19	

The undersigned Bidder expressly agrees to the following provisions:

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

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

	SUBCONTRACTOR	TYPE OF WORK
1.	DAVID MASOU & ASSOCIATES	CLEAN/TV
2.	VOTRUBA EXCAVATING	MISC. MH WORK
3.		
4.		

DATE June 5, 2019(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

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

(SEAL)

By:

Business Address &
Email AddressNames of All
Members of Firm(If a Corporation)
Corporate NameInsituform Technologies USA, LLC

(SEAL)

By:



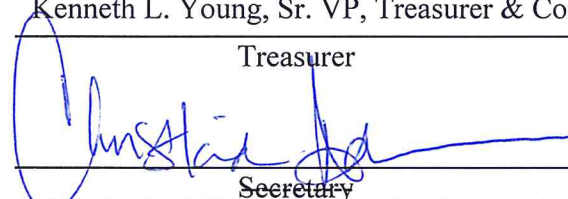
Janet Hass, Contracting & Attesting Officer

Vice-PresidentBusiness Address &
Email Address17988 Edison Avenue, Chesterfield, MO 63005jhass@aegion.com

Names of Officers

Charles R. Gordon, President & CEOPresidentMark A. Menghini, Sr. VP, General Counsel & SecretarySecretaryKenneth L. Young, Sr. VP, Treasurer & ControllerTreasurer

Attest:

Secretary

Christlanda Adkins, Contracting & Attesting Officer

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2019 TRENCHLESS LONG LINING REPAIRS
CITY PROJECT 2019-28**

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	SANITARY SEWER LINER, 8 INCH	FOOT	5,775	<u>21⁵⁰</u>	<u>124,162⁵⁰</u>
2	SANITARY SEWER LINER, 10 INCH	FOOT	3,286	<u>21⁵⁰</u>	<u>70,649⁰⁰</u>
3	SANITARY SEWER LINER, 12 INCH	FOOT	3,497	<u>34²⁵</u>	<u>119,772²⁵</u>
4	SANITARY SEWER LINER, 18 INCH	FOOT	597	<u>49⁰⁰</u>	<u>29,253⁰⁰</u>
5	SANITARY SEWER LINER, 24 INCH	FOOT	202	<u>112⁰⁰</u>	<u>22,624⁰⁰</u>
6	STORM SEWER LINER, 30 INCH	FOOT	230	<u>150⁰⁰</u>	<u>34,500⁰⁰</u>
7	STORM SEWER LINER, 36 INCH	FOOT	80	<u>300⁰⁰</u>	<u>24,000⁰⁰</u>
8	PROTRUDING LATERAL CUT-OUT	EACH	18	<u>260⁰⁰</u>	<u>4,680⁰⁰</u>
9	LATERAL REINSTATEMENT	EACH	410	<u>1⁰⁰</u>	<u>410⁰⁰</u>
10	FINAL PROJECT REPORT	L SUM	1	<u>900⁰⁰</u>	<u>900⁰⁰</u>
11	CURED-IN-PLACE LINER TESTING	EACH	44	<u>1⁰⁰</u>	<u>44⁰⁰</u>
12	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	<u>\$40,000.00</u>	<u>\$40,000.00</u>
13	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	13,357	<u>6⁰⁰</u>	<u>80,142⁰⁰</u>
14	INITIAL SEWER CLEANING & VIDEO INSPECTION > 24"	FOOT	310	<u>27⁰⁰</u>	<u>8,370⁰⁰</u>
TOTAL BID					<u>559,506⁷⁵</u>



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	June 5, 2019	Project Title:	2019 Trenchless Long Lining Repairs
Total Contract Value:	559,506.75	Project Number:	2019-28

Section I: Prime Contractor Information

Prime Contractor: Insituform Technologies USA, LLC

Address: 17988 Edison Aconue, Chesterfield MO 63005

Phone: 636-530-8000

Contact Person: Janet Hass, Contracting & Attesting Officer

Email: jhass@aegion.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
David Mason & Associates	MBE	56,319.90	10%	Clean and TV
Votruba Excavating	Non-MBE	9,770.00	1.8%	Misc. Manhole Work
Totals		66,089.90	11.8%	

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
XL Contracting	Misc. Manhole Work	Quote was higher than Votruba
Zoie LLC	Misc. Manhole Work	Quote was higher than Votruba

Votruba Excavating
12725 St. Charles Rock Road
Bridgeton, MO 63044

Estimate

Date 6/4/2019
Estimate # 1305

Name / Address

Insituform Technologies, Inc.
580 Goddard Ave.
Chesterfeild, Mo. 63005

P.O. #

Terms

Due Date 6/4/2019
Other

Description	Qty	Rate	Total
Decatur 2019 Remove grated inlet and riser ring on 30" storm line on 891 Cedar Hill . Sawcut and remove concrete. Haul debris away. Set riser ring and existing grate. Pour back concrete street and curb. Remove grate and corrugated upright on 36" line on Corman Ct. Work is grass area. Cut opening in main bigger. Reset existing corrugated pipe and grate.	1	9,770.00	9,770.00
		Subtotal	\$9,770.00
		Sales Tax (0.0%)	\$0.00
		Total	\$9,770.00

Votruba Excavating
matt_votruba@att.net

314-280-3850
314-739-5779



100 % MBE Proposal

Submitted To:
INSITUFORM

Regarding Work At:
2019 TRENCHLESS LONG LINING REPAIRS CITY PROJECT 2019-28 DECATUR

Date:

6/4/2019

XL Contracting, Inc. proposes to provide labor and material to perform the following work for the above referenced project.

BASE BID \$ 53,873.38

QTY. UNIT DESCRIPTION

1	LS	REMOVE AND RE-INSTALL METAL GRATE AND 3 FOOT RISER ON 30" SEWER IN GREEN AREA	\$ 21,987.31	\$ 21,987.31
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1	LS	REMOVE AND RE-INSTALL METAL GRATE AND 3 FOOT RISER ON 36" SEWER IN STREET	\$ 31,886.07	\$ 31,886.07
---	----	---	----------------	---------------------

TOTAL BID \$ 53,873.38

100% MBE PROPOSAL



Bid Submitted by:

Date: 6/2/2019

Phone: 314-479-6412

	Location	Total Cost for Project
1.	Decatur	\$10,190.00
Total Cost for Project (Sum of Items)		\$10,190.00

[illegible]

NO TRAFFIC CONTROL, NO TESTING, NO PERMITS IF REQUIRED COST PLUS 15%. BROOM IF REQUIRED WILL BE CHARGED AT \$350.00 PER HR FOR STREET CLEANING. NO SEED, SOD MULCH OR ANY RESTORATION INCLUDED. THE PROJECT HAS 2 MOBILIZATIONS ANY MORE WILL BE CHARGED AT \$750 EA.

Accepted: _____

Page 340 of 787

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

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

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Blue Nile	Email & Phone	No Bid Due to Work Load
David Mason	Email & Phone	Quote selected
ABNA Engineer	Email & Phone	No Bid due to workload
XL Contracting	Email & Phone	Quoted, but not low
Zoie LLC	Email & Phone	Quoted, but not low
If more firms were contacted, please copy this form and attach the additional information.		

Section V:

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

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

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



 Signature of Prime Contractor
 Janet Hass, Contracting & Attesting Officer

June 5, 2019

Date



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

**RETURN WITH BID WHEN
REQUIRED**

**Minority Business Enterprise
Participation Waiver Request**

Date:	June 5, 2019	Project Title:	2019 Trenchless Long Lining Repairs
		Project Number:	2019-28

Prime Contractor: Insituform Technologies USA, LLC

Address: 17988 Edison Avenue, Chesterfield, MO 63005

Phone: 636-530-8000

Contact Person: Janet Hass, Contracting & Attesting Officer

Email: jhass@aegion.com

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

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

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

Janet Hass
Janet Hass, Contracting & Attesting Officer

Signature of Prime Contractor

June 5, 2019

Date

FOR OFFICIAL USE ONLY

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

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

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

REVIEWED BY:

Public Works Director

Date



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

Notification of Change in Participation

Date:	June 5, 2019	Project Title:	2019 Trenchless Long Lining Repairs
		Project Number:	2019-28

Prime Contractor: Insituform Technologies USA, LLC

Address: 17988 Edison Avenue, Chesterfield, MO 63005

Phone: 636-530-8000

Contact Person: Janet Hass, Contracting & Attesting Officer

Email: jhass@aegion.com

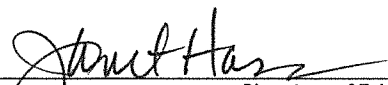
If changing from a previously identified subcontractor to another or to change from self-performing to a subcontractor, complete the following:

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

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize a MBE:


Signature of Prime Contractor
Janet Hass, Contracting & Attesting Officer

June 5, 2019

Date



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

Date:	June 5, 2019	Project Title:	2019 Trenchless Long Lining Repairs
Total Contract Value:	559,506 ⁷⁵	Project Number:	2019-28

Section I: MBE Subcontractor Information

Subcontractor: David Mason + Associates

Address: 800 S. Vandevanter Ave
St. Louis Mo 63110

Phone: 314 371 8952

Contact Person: Matt Mortimer

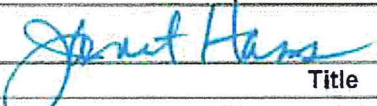
Email: mmortimer@davidmason.com

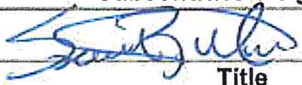
Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
CCTV Inspection & Cleaning sewer lines	\$56,319.00	

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
	Janet Hass
Title	Date
Contracting & Attesting Officer	June 5, 2019

Subcontractor Signature	Print
	DAVID B. MASON
Title	Date
PRINCIPAL	6/3/19



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

Final Subcontractor Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor:	Insituform Technologies USA, LLC
Address:	17988 Edison Avenue, Chesterfield, MO 63005
Phone:	636-530-8000
Contact Person:	Janet Hass, Contracting & Attesting Officer
Email:	jhass@aegion.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

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

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

☐	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☐	Other – (State reason and attach explanation)

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


 Signature of Prime Contractor
 Janet Hass, Contracting & Attesting Officer

June 5, 2019
 Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF MISSOURI)
) ss
COUNTY OF ST. LOUIS)

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

Signed: Janet Hass
Contracting & Attesting Officer

Title

Subscribed and sworn to before me this 5 day of June, 2019.

(SEAL)

WHITTNEY L. SCHULTE
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 13538104
My Commission Expires 10-16-2021

Whittney L. Schulte
Notary Public

Whittney L. Schulte

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

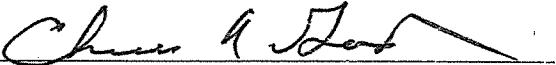
INSITUFORM TECHNOLOGIES USA, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

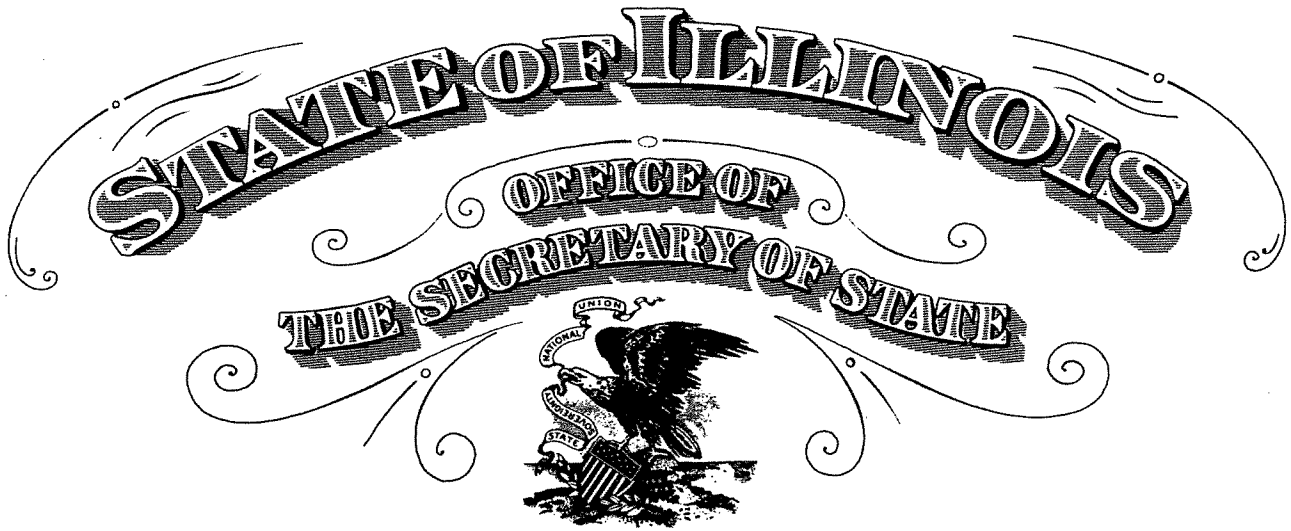
The undersigned, being the President of Insituform Technologies USA, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

INSITUFORM TECHNOLOGIES USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JANUARY 20, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 7TH
day of FEBRUARY A.D. 2019 .

Jesse White

SECRETARY OF STATE



Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005
Tel: 636.530.8000
Fax: 636.530.8744
www.insituform.com

January 24, 2019

RE: Installer Certification

To Whom It May Concern:

Please be advised that Insituform Technologies, LLC is vertically integrated pipeline Rehabilitation Company. As such, Insituform is not only the manufacturer of the cured-in-place pipeline rehabilitation system of the same name, but also offers the benefits of the full research and development department, engineers on staff for design of products to suit each individual situation, and regional contracting offices that perform all field services including installation.

This letter shall serve to certify that Insituform Technologies USA, LLC is authorized to install Insituform products supplied by Insituform Technologies, LLC.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC

Eugene Zaltsman

Eugene Zaltsman
Sr. Applications Engineer

CERTIFICATE OF COMPLIANCE

January 24, 2019

To Whom It May Concern:

This letter certifies that INSITUFORM tubes are manufactured in Batesville, Mississippi, USA, by Insituform Technologies, LLC and meet all relevant specifications for a cured-in-place pipe product: ASTM D 5813, ASTM F 1216, and ASTM F 1743. Insituform tubes have been manufactured in the USA since 1981.

The finished tube is manufactured using multiple layers of polyester felt, with one layer coated with Polypropylene plastic. The layers are cut/slit to the desired width, and sewn concentrically to form the final tube. The coated layer is also sealed at the seam, using an extrusion or taping process. The extrusion process is used on the standard (inverted) tubes. The standard (inverted) tubes are manufactured with the coated layer on the outside.

Felt production is achieved by a non-woven needle punch process using Polyester fiber. The finished product is tested for thickness under a specified load and for tensile strength in accordance with ASTM D 5813. The fabric tube has a minimum tensile strength of 750 psi (5 MPa) in both the longitudinal and the transverse direction. The seam strength of the tube is also tested on a regular basis and also meets or exceeds the minimum tensile strength of 750 psi (5 MPa) in both longitudinal and transverse direction. For Quality Assurance purposes, the material is also tested for weight and thickness.

All standard (inverted) tubes are run through a dye bath prior to shipment to ensure there are no leaks. Following the inspection process all tubes (except InsituMain, which are used in water lines) are printed with yard marks.

All tubes with tapers, transitions, or any change in tube diameter or thickness are produced under the same specifications, with the same materials, and meet the same material testing requirements as the standard tube.

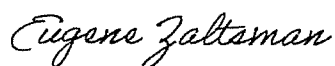
The quality system used by Insituform Technologies, LLC is ISO 9001:2015 certified.

The end use of the Insituform tube is to rehabilitate sewer and drainage pipes to increase the life of the pipe and prevent a dig and replacement of a pipe.

Please contact us directly with any questions you may have.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC



Eugene Zaltsman
Sr. Applications Engineer

2019 Trenchless Long Lining Repairs Project
City Project 2019-28
May 30, 2019

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2019 TRENCHLESS LONG LINING REPAIRS PROJECT
CITY PROJECT 2019-28
DATED MAY, 2019**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated May 30, 2019, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PRE-BID MEETING

- 4.01 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on May 29, 2019.

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

END OF ADDENDUM NO. 1

City Engineer:



Date:

5/30/19

Pre-bid Meeting Minutes
for
**2019 Trenchless Long Lining Repairs Project
City Project 2019-28**

Public Works Conference Room
10:00 a.m. Wednesday, May 29, 2019

I. Introductions

Introduction was made by Paul Caswell, City Engineer

II. Project Review

The proposed improvement, 2019 Trenchless Long Lining Repair Project, designated as City Project 2019-28, consists of performing approximately 13,667 feet of cured in place pipe long linings to repair damaged and failed sections of 8", 10", 12", 18", 24", 30" and 36" sanitary and storm sewers at various locations throughout the City. The work also includes sewer cleaning, video inspection, lateral reinstatement, mobilization and traffic control.

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

A. Policy

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

1. Subcontracting Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available.

a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

b. The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. Discuss options to assist in "actively and aggressively" seeking this participation.

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

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

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

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

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

IV. Detailed Project Requirements

- A. End Seals Specified for all pipe
- B. Remove Scaling (Location 12 and 37)
- C. Modify Invert as necessary (Location 21)
- D. Transition Lining (Location 31)
- E. Modify Inlet Opening as required (Location 3, Storm Sewer)

V. Other Items

Questions:

Does the City require painting on the ground to indicate the laterals? Answer: The laterals location will need to be identified to provide the Project Technician enough information to determine if the lateral is required to be reinstated. Some areas may require the tap location(s) to be marked in the field but will not be required if they can be identified from the reports.

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

END TIME 10:21 A.M.

Pre-Bid Sign-In Sheet

2019 Trenchless Long Lining Repairs Project

City Project 2019-28

May 29, 2019 @ 10:00 A.M., Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) Sarah Blaine Email: Sblaine@decaturil.gov	City	424-2747	P X
			C
2) Nick Pryor Email: npryor@sakcon.com	SAK Construction	636-385-1000	P X
			C
3) Mike Kaisner Email: mkaisner@hoerr.com	Hoerr Const	309-691-6651	P X
			C
4) Greg Patton Email: GPatton@aegion.com	Insituform	314-409-5069	P X
			C
5) Paul Caswell Email: pcaswell@decaturil.gov	City	424-2747	P X
			C
6)			P
Email:			C
7)			P
Email:			C
8)			P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

CONTRACT

THIS CONTRACT, made and entered into this 17th day of June, 2019, 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 **“2019 TRENCHLESS LONG LINING REPAIRS”, CITY PROJECT 2019-28**, 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. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is December 1, 2019.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Addenda No. 1, dated 05/30/2019
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond

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

CONTRACT

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

INSITUFORM TECHNOLOGIES USA, LLC

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2019 Trenchless Long Lining Repairs Project

Project Number 2019-28

We, Insituform Technologies USA, LLC

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

as PRINCIPAL, and _____

_____ as SURETY,

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

Five Hundred Fifty-Nine Thousand, Five Hundred Six and 75/100-----

----- Dollars (\$559,506.75), lawful money of the

United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

Insituform Technologies USA, LLC
(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

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

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 17th day of June, A.D. 2019

Attest:

City Council

Kim Althoff, City Clerk

City of Decatur, Illinois

City Clerk

Julie Moore Wolfe, Mayor

GENERAL CONDITIONS**INDEX**

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GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE

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

Workers' Compensation and Employer's Liability:

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

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

Commercial General Liability:

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

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

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	\$1,000,000
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The policy shall cover owned, non-owned and hired vehicles.

Certificate:

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

GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE (Continued)

Notice:

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

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

GENERAL CONDITIONS

GC-2 CLEAN UP

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

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

GC-3 CONSTRUCTION STAKING

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

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

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

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

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

GENERAL CONDITIONS

GC-4 CONTRACT WARRANTY

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

GC-5 CONTRACTOR AVAILABILITY

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

GC-6 COORDINATION

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

GC-7 DUST CONTROL

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

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

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

GENERAL CONDITIONS

GC-9 FAIR EMPLOYMENT PRACTICES

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

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

GC-10 INDEMNIFICATION

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

GC-11 INSPECTION

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

GC-12 LANE CLOSURE PERMITS

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

GENERAL CONDITIONS

GC-13 LIQUIDATED DAMAGES

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

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date. When the time limit is specified as working days, the daily charge will be made for each additional working day, computed as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction, dated January 1, 2012, published by the Illinois Department of Transportation. If contracts are awarded on the basis of a multiple bid, the contract amounts of the individual contracts comprising the multiple bid will be totaled and the daily charge shall be that required for such total amount.

GENERAL CONDITIONS

GC-14 LOCATION OF UTILITIES

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

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

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

GC-15 MEASUREMENT AND PAYMENT

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

GC-16 METHOD OF PAYMENT

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

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

GC-17 NO PARKING SIGNS

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

GENERAL CONDITIONS

GC-18 PERMITS

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

GC-19 PHOTOGRAPHS OF EXISTING CONDITIONS

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

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

GC-20 PREVAILING WAGE RATES

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

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

GC-21 PROJECT MAINTENANCE

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

GC-22 ROYALTIES, PATENTS AND COPYRIGHTS

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

GENERAL CONDITIONS

C-23 SAFETY

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

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

GC-24 SCHEDULE NOTIFICATION

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

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

GC-25 TAXES

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

GC-26 TRENCH AND EXCAVATION SAFETY

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

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

GENERAL CONDITIONS

GC-27 USE OF FIRE HYDRANTS

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

GC-28 TERMINATION FOR PUBLIC CONVENIENCE

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

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

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

SC-1 PREVAILING WAGE RATES

CITY OF DECATUR NOTICE TO CONTRACTORS PREVAILING WAGE ACT

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

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

Macon County Prevailing Wage for April 5, 2019

Prevailing Wage rates for
Macon County effective
April 5, 2019

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training		
Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH		H/W	Pension	Vacation	Training	
ASBESTOS ABT-GEN	All	BLD		30.89	32.14	1.5	1.5	2	2	6.3	16.87	0	0.9	0
ASBESTOS ABT-MEC	ALL	BLD		31.56	32.56	1.5	1.5	2	2	8.25	3	0	0	0
BOILERMAKER	All	BLD		37	39.5	1.5	1.5	2	2	7.07	23.72	1.5	1.05	0
BRICK MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
CARPENTER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
CARPENTER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
CEMENT MASON	All	BLD		32.10	33.1	1.5	1.5	2	2	6.3	16.3	0	0.61	0
CEMENT MASON	All	HWY		34.43	35.68	1.5	1.5	2	2	6.3	15.85	0	0.60	0
CERAMIC TILE FNSHER	All	BLD		31.03	31.03	1.5	1.5	2	2	9.1	10.29	0	0.15	0
ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
ELECTRIC PWR LINEMAN	All	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.5	0
ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
ELECTRICIAN	All	BLD		37	40.7	1.5	1.5	2	2	7.4	10.36	0	0.56	0
ELECTRONIC SYS TECH	All	BLD		33.55	35.55	1.5	1.5	2	2	7.05	7.00	0	0.4	0
ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
GLAZIER	All	BLD		35.91	37.91	1.5	1.5	2	2	6.25	10.2	0	0.68	0
HT/FROST INSULATOR	All	BLD		38.7	39.7	1.5	1.5	2	2	10.26	12.21	0	0.7	0
IRON WORKER	E	ALL		32.86	34.76	1.5	1.5	2	2	11.14	12.09	0	1.11	0
IRON WORKER	W	BLD		31.64	33.64	1.5	1.5	2	2	9.82	15.16	0	0.7	0

SPECIAL CONDITIONS

IRON WORKER	W	HWY		33.16	34.86	1.5	1.5	2	2	9.82	16.07	0	0.7	0
LABORER	All	BLD		28.39	29.64	1.5	1.5	2	2	6.3	16.87	0	0.8	0
LABORER	All	HWY		29.65	30.65	1.5	1.5	2	2	6.3	17.88	0	0.8	0
LATHER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
MARBLE FINISHERS	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	0
MARBLE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
MILLWRIGHT	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.96	0	0.54	0
MILLWRIGHT	All	HWY		34.98	36.73	1.5	1.5	2	2	8.55	18.52	0	0.52	0
OPERATING ENGINEER	All	BLD	1	36.79	38.86	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	2	34.32	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	3	30.53	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	4	38.36	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	1	42.77		1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	2	38.17		1.5	1.5	2	2	11.30	10.60	0	2.05	0
OPERATING ENGINEER	All	HWY	3	31.09		1.5	1.5	2	2	11.30	10.60	0	2.05	4.86
OPERATING ENGINEER	All	HWY	4	44.38	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	O&C		34.22	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
PAINTER	All	ALL		29.39	30.50	1.5	1.5	2	2	6.3	12.3	0	0.70	0
PAINTER OVER 30FT	All	ALL		30.00	31.50	1.5	1.5	2	2	6.30	12.30	0	0.70	0
PAINTER PWR EQMT	All	ALL		29.75	31.25	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PILEDRIIVER	All	BLD		33.24	35.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
PILEDRIIVER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
PIPEFITTER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
PLASTERER	ALL	BLD		30	32	1.5	1.5	2	2	8.4	17.74	0	0.8	0
PLUMBER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
ROOFER	All	BLD		28.57	31.59	1.5	1.5	2	2	10.8	8.66	0	0.65	0
SHEETMETAL WORKER	All	BLD		33.11	36.11	1.5	1.5	2	2	9.2	15.13	0	0.7	0
SPRINKLER FITTER	All	BLD		42.87	45.62	1.5	1.5	2	2	8.67	9.55	0	0.52	0
STONE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0

SPECIAL CONDITIONS

TERRAZZO FINISHER	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	0
TERRAZZO MASON	ALL	BLD		32.2	32.2	1.5	1.5	2	2	8.57	9.94	0	0.1	0
TILE MASON	All	BLD		32.53	32.53	1.5	1.5	2	2	9.1	10.29	0	0.15	0
TRUCK DRIVER	All	ALL	1	37.16	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	2	37.69	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	3	37.98	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	4	38.3	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	5	39.32	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	1	29.73	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	2	30.15	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	3	30.38	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	4	30.64		1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	5	31.46	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TUCKPOINTER	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0

Legend

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

OSA Overtime pay required for every hour worked on Saturdays

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

H/W Health/Welfare benefit

Explanations MACON COUNTY

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

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

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

SPECIAL CONDITIONS

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

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

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

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

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

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

Class 4. Low Boy and Oil Distributors.

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

DRIVER - OIL AND CHIP RESEALING ONLY.

SPECIAL CONDITIONS

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

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspcos Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

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

SPECIAL CONDITIONS

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

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

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type- autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozer, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

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

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

SPECIAL CONDITIONS

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

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

Other Classifications of Work:

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

LANDSCAPING

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

SPECIAL CONDITIONS

SC-2 FAIR EMPLOYMENT PRACTICES

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

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

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

SPECIAL CONDITIONS

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

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

END OF SPECIAL CONDITIONS

SPECIAL PROVISIONS
AND
TECHNICAL SPECIFICATIONS

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SPECIAL PROVISIONS

The following Standard Specifications shall be used for this project:

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

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

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

SP-1 DESCRIPTION OF WORK

The proposed improvement, 2019 Trenchless Long Lining Repair Project, designated as City Project 2019-28, consists of performing approximately 13,667 feet of cured in place pipe long linings to repair damaged and failed sections of 8", 10", 12", 18", 24", 30" and 36" sanitary and storm sewers at various locations throughout the City. The work also includes sewer cleaning, video inspection, lateral reinstatement, mobilization and traffic control.

SP-2 COMPLETION DATE

A completion date of **December 1, 2019** has been established for the work described here-in, and as set forth in Section 108 of "Standard Specifications for Road and Bridge Construction." All applicable provisions of Section 108 shall apply.

SP-3 TRAFFIC CONTROL

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

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

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

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

SPECIAL PROVISIONS

SP-3 TRAFFIC CONTROL (Continued)

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

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

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

SP-4 FINAL PROJECT REPORT

Description: This work will consist of providing all labor, equipment, tools, materials etc. required to provide one (1) digital PDF format reproducible document and one (1) bound final project report containing, at a minimum, the following information:

1. Title page listing the name of the project, City project number, contractor project number, beginning date, completion date, contractor name, address, etc.
2. Section detailing each repair performed to include page numbering, date of inspection / repair, City project number, location, pipe size, pipe material; and the following:
 - A. Pre-repair inspection narrative detailing condition of pipe, damage locations as per PACP requirements, video reference.
 - B. Post-repair inspection narrative detailing condition of repair, final length of repair, and video reference.
 - C. Site maps showing the location of the repaired section as provided in the contract drawings section (individual site maps can also be obtained from the City, with hand notes applied as necessary by the contractor).
3. Digital video(s) detailing before and after inspections of each repair site. The digital videos will be provided on a single USB flash drive. Each video will be named to correspond with each inspection.

Basis of Payment: All labor and materials necessary to comply with this Special Provision will be paid for at the contract unit price LUMP SUM for FINAL PROJECT REPORT and no additional compensation will be paid.

SP-5 MOBILIZATION

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

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

SPECIAL PROVISIONS

SP-6 ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK

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

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

END OF SPECIAL PROVISIONS

CITY OF DECATUR SANITARY SEWER TECHNICAL SPECIFICATIONS

SECTION 1: INTERNAL INSPECTION OF SEWERS

1.1 Description. This work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to professionally execute the internal inspection of sewers in a Pipeline Assessment and Certification Program (PACP) format as established by the National Association of Sewer Service Companies (NASSCO) with strict accordance with this specification and the applicable drawings and subject to the terms and conditions of the contract.

When a sewer segment is to be lined, it shall be internally inspected after the cleaning operation, prior to the rehabilitation work, and a full manhole to manhole PACP inspection upon completion of the rehabilitation work.

Approximate manhole depths are shown on the plans and Appendix A. Additional information concerning air quality, accessibility of manholes, traffic conditions and other safety considerations are to be the sole responsibility of the Contractor to obtain and to incorporate the necessary provisions into the overall contract price to complete the work as specified under the conditions existing in the sewers to be inspected.

1.2 Internal Inspection Operation Requirements. Conventional color inspection cameras specifically designed for use in sewer line inspection work shall be utilized. The inspection contractor may be required to submit sample video recordings from recently completed projects demonstrating the picture quality, PACP requirements, and video compatibility to City of Decatur viewing program Granite XP, Version 5.4.14, by CUES Inc.

All cameras used shall be color units specifically designed or modified for use in large-diameter sewer inspection work. The camera lens shall have not less than a 65-degree viewing angle and shall have either automatic or remote focus and iris controls. Camera lighting shall be sufficient for use with color inspection cameras. In all cases, the complete video system (cameras, lens, power, lighting, cables, monitors and recorders) shall be capable of providing a picture quality acceptable to the Engineer.

The camera shall be driven through the sewer line at a speed not greater than 30 feet per minute, stopping as necessary to permit proper documentation of the sewer's condition and the precise location of service laterals.

Accurate and continuous footage readings shall be superimposed on the video recording for each line inspected by remote inspection methods. Also shown shall be the date of inspection and the manhole number designation for each origin and destination manhole on the sewer line section being inspected.

CITY OF DECATUR SANITARY SEWER TECHNICAL SPECIFICATIONS

The Contractor shall be responsible for having the necessary camera equipment available to allow for inspection of the sewer lines covered by this project in a manner acceptable to the Engineer under live flow conditions. The televised pre-inspection will be completed in conjunction with cleaning the sewer for liner installation.

1.3 Existing Videos. Existing videos of the subject sewer segments are available for download as part of the Project Manual. Videos of the existing lines shall be used as a guide to estimate the existing size, length and condition of the pipe segment to be lined but are not guaranteed to be complete runs or the current condition of the pipe segment. The Contractor shall pre-inspect the sewer lines to verify the size, length, and condition and notify the Engineer if current conditions of the pipe have significantly changed.

1.4 Documentation and Reports. All video shall be recorded in a digital format and downloaded directly onto the City's mainframe on a monthly basis or a minimum of one week before pay requests. All inspections are required to be in accordance with Pipeline Assessment and Certification Program (PACP) format as established by the National Association of Sewer Service Companies (NASSCO). Contractor shall be certified by NASSCO in the PACP program. The download format and inspections reports shall be compatible with Granite XP, Version 5.4.14 by CUES Inc. **All video file naming shall be approved by the Engineer. The file naming is Quarter Section – Upstream Manhole Number _ Quarter Section – Downstream Manhole Number (example: 54-21_54-20)**

Inspection reports shall be prepared by the Contractor and provided to the Engineer for each sewer line inspected during actual field inspection activities. These inspection reports and digital copies of the video shall be provided as required under the Special Provision for Final Project Report.

Following acceptance and payment, all videos and inspection reports shall become the property of the City of Decatur.

1.5 Method of Measurement. For sewer line cleaning and televised inspection, measurement of the actual number of feet of sewers internally inspected shall be made from the center of the manhole located at either end of the segment inspected.

Contractor shall pre-inspect the manhole to manhole run in order to verify the condition and lateral locations. Contractor shall also provide a post inspection video of the manhole to manhole liner in accordance with PACP requirements after conclusion of work which will ascertain the liner condition and verify all service locations. This inspection will give the pipe segment an updated PACP rating for City records.

1.6 Basis of Payment. Initial sewer cleaning and televised inspection of the sewer lines shall be paid for at the contract unit price per LINEAL FOOT for the INITIAL SEWER CLEANING AND VIDEO INSPECTION, which price shall include providing all equipment and labor necessary to clean and video inspect the pipe to be repaired.

END SECTION 1

CITY OF DECATUR
SANITARY SEWER TECHNICAL SPECIFICATIONS

SECTION 2: FULL LENGTH CURED IN PLACE PIPE LINER

2.1 Description. This work consists of furnishing all labor, equipment, supervision and materials necessary to repair pipe sections between manholes via the use of cured-in-place pipe long liners.

The contractor shall be responsible for controlling and maintaining all sanitary and/or storm flows within the sewer system during the work.

This specification references American Society for Testing and Materials (ASTM) Standard Specification F1216, F1743 and their reference standards, which are made a part hereof by such reference and shall be the latest edition and revision thereof. All work shall comply with the reference standard unless specifically stated otherwise in this Specification.

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

Contractor must have successfully installed a minimum of 200,000 lineal feet of CIP liner and have reinstated a minimum of 1000 services.

2.3 General Corrosion Requirements. The cured-in-place pipe shall be fabricated from materials which, when cured, will be able to withstand the internal exposure to and the corrosive effects of normal sewage allowed by the Sanitary District of Decatur as follows:

CITY OF DECATUR SANITARY SEWER TECHNICAL SPECIFICATIONS

<u>Pollutant</u>	<u>Maximum Concentration</u>
Ammonia Nitrogen	30.0 mg/l
Arsenic	1.2 mg/l
Boron	9.0 mg/l
Cadmium	3.6 mg/l
Chromium (total)	14.5 mg/l
Chromium (hexavalent)	3.1 mg/l
Iron	87.0 mg/l
Copper	3.0 mg/l
Cyanide	2.0 mg/l
FOG (Total)	200.0 mg/l
FOG (Non-Polar)	100.0 mg/l
Lead	2.3 mg/l
Nickel	7.3 mg/l
Phenols	0.57 mg/l
Silver	1.0 mg/l
Zinc	16.0 mg/l
BOD- 5 Day	300.0 mg/l
Total Suspended Solids	350.0 mg/l
pH	>6.0

The cured-in-place pipe will be able to withstand external exposure to soil bacteria and chemical attack which may be due to materials in the surrounding ground or sewage within.

2.4 Sizing. The cured-in-place liner shall be fabricated to a size that, when installed, shall neatly and tightly fit in the internal circumference of the existing sewer line being rehabilitated in one continuous length over the area designated to receive the liner.

The completed repair shall be of uniform thickness throughout the entire length and circumference of the host pipe.

The diameter and length of the existing pipe proposed to be lined shall be field verified by the contractor. All sizes and lengths specified in the Project Manual shall be used as a guide.

2.5 Materials. The liner shall be constructed of felt, fiberglass, glass fibers and/or polyester fiber, polypropylene composite, nylon, Kevlar, or a combination thereof. The liner shall form to the internal circumference of the original pipe and be capable of conforming to any off-set joints, bells, and disfigured pipe sections. It shall be capable of carrying resin, and withstanding installation pressures and curing temperatures.

The resin shall be polyester, vinyl ester, styrene-based thermosetting, or epoxy with proper catalysts that are both corrosion resistant and compatible with the installation process. The resin system shall have physical characteristics, which allow it to adhere to both dry and wet substrates.

CITY OF DECATUR SANITARY SEWER TECHNICAL SPECIFICATIONS

The cured pipe shall conform to the minimum mechanical properties established in ASTM F1216 and/or ASTM F 2019 when applicable except for as specified within. The Contractor shall furnish, prior to the use of the materials, satisfactory written certification of his compliance with the manufacturer's standards for all materials including the tube, resin and catalyst system, and conformance with methods of the manufacturer's process.

2.6 Design Requirements. The cured-in-place liner to be used shall be designed for a minimum fifty-year service life under continuous loading conditions. Design of the liner shall be based on the condition of the existing pipe which shall be classified as fully deteriorated. The liner shall be designed to withstand all imposed loads; including live loads and a hydrostatic pressure of the full depth of the pipe. The Contractor shall submit detailed calculations to the Engineer, to indicate that the liner has sufficient wall thickness to withstand the anticipated internal and external pressures and loads which will be imposed after installation.

Designs shall be based on the use of the standard flexible pipe equations as detailed in ASTM F1216. A safety factor of at least 2 shall be utilized and the long term modulus of elasticity will be reduced by 50 percent in the calculations. The design shall assume no bonding to the host pipe wall. The pipe ovality shall be a minimum of 2 percent. Soil Load shall be 120 lbs per cubic ft

The CIPP resin shall conform to the following minimum structural standards:

Tensile Stress ASTM D-638 3,000 PSI
Flexural Stress ASTM D-790 4,500 PSI
Modulus of Elasticity ASTM D-790 400,000 PSI

2.7 Installation.

- (a) **Coordination with Collection System Customers.** The Contractor shall assume all responsibility for notification to and coordination with all collection system customers whose building sewer laterals will be out of service during the lining pipe installation, curing and restoration processes. Notifications shall be in writing via door hanger, door flier, or U.S. mail. The contractor shall notify homeowners a minimum of 24 hours before work begins and 48 hours before work begins for commercial or business properties. Notification shall clearly state the purpose of the work, shall advise all affected customer(s) against water usage until the sewer line is placed back in service, and shall clearly state the potential consequences of use of residential wastewater generating facilities during the time when the building sewer service will be out of service (i.e. sewer back-up). The notice shall include a local 24-hour contact telephone number for residents to call if they have questions regarding the work. Any back-ups into private or public facilities that cause damage will be the responsibility of the Contractor and all damage will be repaired to the satisfaction of the appropriate Owner at the Contractor's expense.

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- (b) **Cleaning.** Prior to the installation of the cured-in-place long liner, the Contractor shall thoroughly clean the portion of the sewer segment designated to receive the liner as well as cleaning required for insertion of the liner and final video. Cleaning shall constitute removal of all debris, solids, roots and other deposits in the sewer line in accordance with ASTM Standards. The Contractor shall not allow any debris from cleaning to travel to the downstream pipes by methods of screening or vacuuming at the downstream manhole. The City will allow the Contractor to dump debris at the sewer dump station located at the City's Municipal Services Center, 2600 North Jasper Street, in Decatur at no cost to the Contractor.

Contractor shall notify and protect the following properties prior to cleaning of the City sewer. All damages due to the cleaning process shall be the responsibility of the contractor.

2334 W. Forest	1800 N. 29th St.	2450 Deloach Ct.
16 Berry Drive	474 N. Hillcrest Blvd.	1935 W. Division
2845 N. Fairview	2176 Ramsey Dr.	1644 E Hinsdale
8 Hilltop Drive	9 Sandcreek Dr.	1359 W. Provost
17 Hilltop Drive	2200 N. Wilder	12 Medial Dr
26 Sandhill Drive	1535 N. University	86 Greenridge
2106 Hawthorne	658 W. Karen Ct.	87 Greenridge
1716 S. 32nd St.	45 Colorado Dr.	12 Parry Dr
660 N Carolina	25 Woodhill Ct.	4326 Leonore Dr.
669 N. Carolina	1870 E. Winnetka	2234 N. Fairview
2375 N. Fairview	943 N University	2269 Gary Dr
3686 Moundford Ave.	1729 E Clay	1354 W. Pershing
235 N. Lake Shore	1150 Sugar Pine Ct.	3116 Robin Dr
1748 Ravina Park Rd.	12 Glenview Dr.	12 Circle Dr.
1721 E. Moore	722 W. Karen Dr	69 Ridge Lane Dr.
3104 Fitzgerald Rd.	1850 Spittler Dr.	3290 E. Orchard St.
400 N. 35th St.	3888 E. Maynor	2829 E Hickory
56 Lynette Pl.	2013 N Dennis	118 S Elder Ln.
1700 N. 29th St.	550 Nickey Ave.	

- (c) **Inspection of Pipelines.** Prior to the installation of the cured-in-place long liner, the Contractor shall inspect the area of the sewer designated to receive the liner in accordance with the Section 1, Internal Inspection of Sewers and PACP by NASSCO Standards.

The Contractor shall not complete video inspections below temperatures that create excess steam in the pipe.

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- (d) **Protruding Lateral Connections.** The Contractor will remove all protruding lateral connections which will interfere with the proper installation of the liner. Removal will be via the use of internal cutting devices designed precisely for this work which are capable of providing a smooth lateral cut at its internal connection to the sewer.

The protruding lateral cut-out quantity has been estimated from the videos in order to establish a unit price for this possible work, any additions to the quantities for Appendix A shall be approved by the Engineer before work is completed. Any damage that occurred to the main or service that occurs during cutting will be repaired by the Contractor to the satisfaction of the Engineer at no extra cost to the project.

- (e) **Sewage Flow Control.** The Contractor shall provide bypass pumping and/or diversion necessary for installation of the cured-in-place liner. Bypass pumping shall consist of but not limited to furnishing, installing, maintaining all power, primary and standby pumps, appurtenances and piping required maintaining existing pipe and services flow.

Bypass pumping shall be provided in such a manor not to damage private or public property. All sewage shall be pumped or diverted in a closed system and at no time shall be dumped into a storm system, sewage shall be routed to the nearest sanitary manhole.

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The Contractor shall take all necessary precautions including constant monitoring of bypass pumping to insure that no private residences and properties are subjected to a sewage backup or spill. The Contractor shall be liable for all cleanup, damages, and fines in event of a spill.

- (f) **Installation of the Cured-in-Place Liner.** The liner delivery and installation shall be such that after curing, the liner shall become part of the host pipe.

The liner shall be inserted through an existing manhole and shall be installed in accordance with ASTM and manufacturer's standards. Carrying devices shall be permitted. Care shall be taken during the insertion process to avoid gouging and overstressing the tube, particularly if a carrying device is not used. Use of a lubricant during the inversion/insertion shall be used if recommended by the manufacturer to reduce friction. The lubricant shall be nontoxic, unable to support bacterial growth, and shall not adversely affect the fluid to be transported.

The resin and tube shall be completely protected during the insertion process. No resin shall be lost by contact with manhole walls or pipe during the insertion. All resin shall be contained within a translucent bladder such that resin shall not be contaminated or diluted by exposure to dirt, debris, or water during the insertion and such that there shall be no resin loss during the insertion process.

The liner shall then be forced, via steam pressure, hydrostatic pressure or other approved means recommended by the manufacturer to conform to the host pipe.

- (g) **End Seals.** Contractor shall provide a hydrophilic compression gasket sealing product that swells with the presence of water for the junction of a main at each manhole. The end seal shall be a molded rubber gasket that provides a full-circle compression seal to a substantial area at the end of a mainline pipe that will be rehabilitated by lining. This hydrophilic sealing product is intended for use in conjunction with CIP pipe rehabilitation systems

The End Seal product and process consists of providing a full-circle, molded gasket made of hydrophilic rubber seal by using material specifically engineered to provide watertight seal at the end of a rehabilitated pipe. Gaskets that do not swell with water, are not molded, or that are dispensed like caulk are not equal. Any substitution to the specification to be deemed equal must provide 10,000 hour hydration/dehydration test results that prove the hydrophilic rubber will not dry out at various cycles.

Contractor shall fasten with a stainless steel mechanical fastener against the inner wall of the tubular sleeve, securing the tubular sleeve against the inner wall of the pipe. [For sizes 18" and larger, anchor screws shall be installed to assist in holding the mechanical fastening band in place.] After the mechanical fastener is secured in place, a liner is inserted through the tubular sleeve utilizing known installation methods.

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The end seal shall be a hydrophilic neoprene rubber of approximately 50 Shore A durometer. The tubular sleeve has a uniform wall thickness and width, and a diameter slightly less than the interior pipe diameter. The hydrophilic neoprene rubber must have the following characteristics:

Characteristic	Unit	Value	Test Method
Shore A Hardness	point	50 +/- 5	ASTMD2240
Tensile Strength	psi	1177	ASTMD412
Elongation at Break	%	523	ASTMD412
Specific Gravity		1.2	ASTMD297
Swell Capacity in Water Contact	%	200	GRCSC

The End Seal shall be sized to the diameter of the existing pipe. **End Seals are required for ALL SEWER TYPES.**

- (h) **Curing.** After the installation of the liner is completed, the Contractor shall cure the liner in strict accordance with ASTM and the manufacturer's recommendations. The curing process shall take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture content, thermal conductivity, etc.). The heat source piping shall be fitted with continuous monitoring temperature gauges to monitor the temperature of the incoming and outgoing steam or water supply. Water will be provided to the contractor at no cost as per GC 27. Temperature gauges shall also be placed between the tube and hoist pipe at the start, middle and end of the pipe segment being lined continuously monitor the temperature during the curing process. Temperature of the impregnated CIPP during transport and before cure shall not drop below the minimum temperature as allowed by the manufacturer and ASTM standards.

Contractor shall not cure pipe during temperatures lower than 25 degrees F. Any working days missed because of temperatures below 25 degrees F can be submitted in writing to the Engineer for a contract time extension. Contractor may submit plan to work during temperatures below 25 degrees F to the Engineer for approval.

- (i) **Finish.** After the curing process is complete, pressures shall be released and flow shall not be reinstated until the liner has cooled below 100 degrees F. If the liner does not make a tight seal at the manhole wall, a seal consisting of a resin mixture compatible with the liner/resin system shall be applied for sealant.
- (j) **Building Sewer (Lateral) Service Connections.** Contractor shall verify and mark existing active and abandoned building sewer laterals by video during the pre-inspection of sewer line to be lined. **Contractor shall also mark approximate lateral locations where a cap cannot be visually seen from the pre-inspection video on the ground's surface and meet with the Engineer to**

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determine if such sewer lateral is an active service. Meeting with Engineer or Engineer's designee may be scheduled during the curing process of the liner if 24 hour notice is given. After the cured-in-place liner has been cured, the Contractor shall reconnect all active building sewer laterals, blind taps on the sewer, or external manhole drops in the lined section. This shall be accomplished from the interior of the pipelines by means of a television camera and a remote-control cutting device that re-establishes the connection to a minimum of 90 percent capacity.

Contractor must have onsite a minimum of two (2) remote control cutting devices.

No additional payments will be made to the Contractor for excavations for the purpose of reopening service connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

- (k) **Cleanup.** Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by his operations to original conditions.

2.8 Testing and Acceptance. The cured liners shall be sampled for flexural strength and flexural modulus as per the requirements of ASTM D790 for each liner setup. Delamination testing shall be testing in accordance with ASTM F1216 section 8.4 for each liner setup. All testing shall be performed by a registered independent third party laboratory. Samples shall be collected and stored as per ASTM requirements. All Samples shall be labeled showing the date, time, pipe segment, atmospheric temperature, and curing temperatures. Tests shall be performed as required by the Engineer. All other pipe samples shall be given to the Engineer and shall become property of the City of Decatur. Samples are required for each liner setup regardless on the determination of the Engineer to perform the testing. Sample size, amount, and location of retrieval shall be as per ASTM requirements.

After the lining work is complete, the Contractor shall conduct a post-construction television inspection as per Section 1, Internal Inspection of Sewers. The Contractor shall schedule the television inspection such that the Engineer can be present to observe the work. All defects discovered during the post-installation television inspection shall be corrected by the Contractor at his expense before the work will be accepted for payment by the Engineer. After all defects are corrected, the affected sewer segment shall be video taped again at the Contractor's expense. The post-installation television inspections shall be submitted to the Engineer for review prior to payment for the work.

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

2.10 Warranty. Contractor shall warranty lining for a period of one year after the date of substantial completion, any defects which will affect the integrity or strength of the pipe shall be repaired at the Contractor's expense.

CITY OF DECATUR
SANITARY SEWER TECHNICAL SPECIFICATIONS

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

Post inspection televising of the sewers will not be measured for payment.

End Seals shall be considered incidental to the contract price

Pre-Liners shall be considered incidental to the contract price.

Measurement of the actual number of feet of cured-in-place pipe liner installed from the center of the downstream manhole to the center of the upstream manhole. Measurement shall be made by the Engineer based on video record provided by the Contractor.

Measurement of sewer laterals reinstated shall be based on the actual number of laterals reinstated from the video record provided by the contractor.

Measurement of any protruding laterals cut out shall be based on the actual number of protruding laterals cut out.

The acquisition of samples for each liner setup in accordance with the specification shall not be measured for payment. Samples tested by a third party testing agency as required by the Engineer shall be measured as per each liner setup

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

Payment for materials, installation, and cleanup shall be made at the contract unit price per FOOT for SEWER CURED-IN-PLACE LINING of the internal diameter of the pipe lined, and no additional compensation will be paid.

Payment for the reinstatement of sewer service connections shall be made at the contract unit price per EACH for SEWER LATERAL REINSTATEMENT and no additional compensation will be paid.

Payment for removing protruding laterals shall be made at the contract unit price per EACH for PROTRUDING LATERAL CUT-OUT and no additional compensation will be paid.

Payment for testing cured-in-place liner shall be made at the contract unit price per EACH for CURED IN PLACE LINER TESTING and no additional compensation will be paid.

END SECTION 2

APPENDIX A

1. Detailed Quantities
2. Location Maps
3. Mainline Inspection Reports
4. Historical record videos sewers can be downloaded at:

1. [Decatur](#)Blue.com Contact 217-423-7589

2. or provide the city with an external storage device.

Appendix A, Long Lining 2019-28

Detailed Quantities

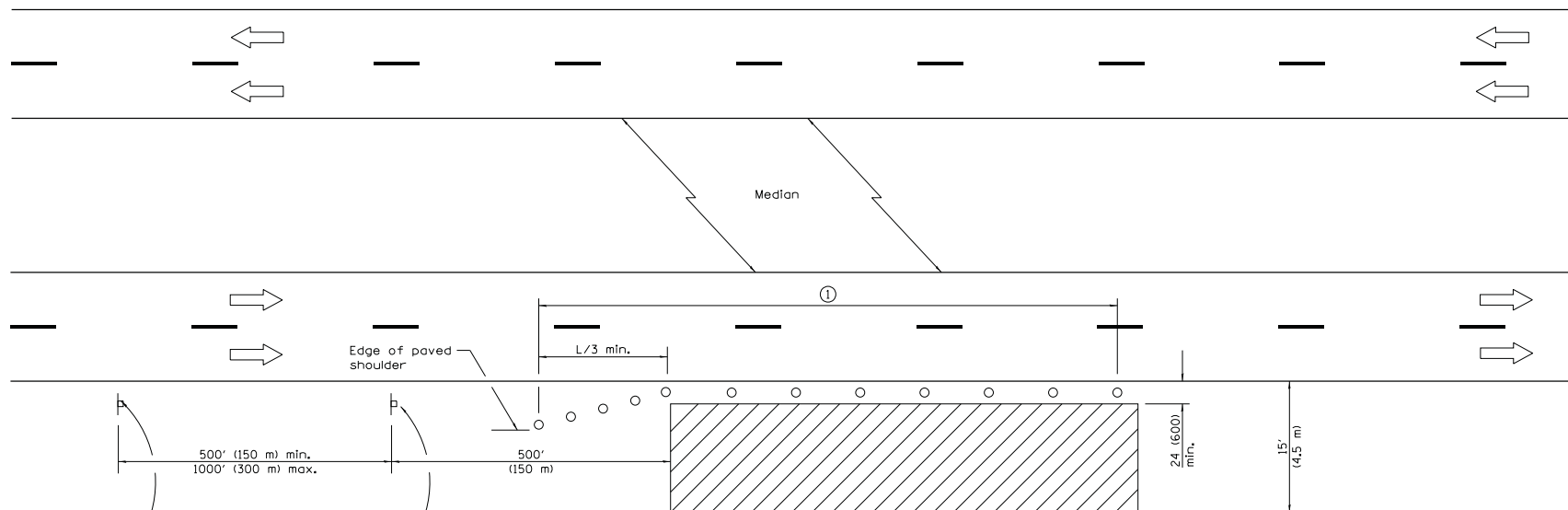
Location	Street	Segment Reference	MH (downstream)	to	MH (upstream)	Pipe Material	Diameter						Protuding Service	Services	Downstream MH Rim El.	*	Downstream Inv. El.	*	Pipe Depth (ft)	Upstream MH Rim El.	*	Upstream Inv. El.	*	Pipe Depth (ft)	
							8"	10"	12"	18"	24"	30"													36"
SANITARY SEWER																									
1	E Garfield Ave	4-97_4-109	004-109		004-097	VCP			235						6	680.10		670.10		10.00	679.99		670.77		9.22
2	E Garfield Ave	4-109_4-98	004-098		004-109	VCP			115						6	680.05		669.70		10.35	680.10		670.10		10.00
3	Alley Between N Main & N Water N & S of Damon Ave	6-46_6-40	006-040		006-046	VCP	125								3	656.17		645.87		10.30	657.10		646.84		10.26
4	Alley Between N Main & N Water N & S of Damon Ave	6-56_6-46	006-046		006-056	VCP	285								8	657.10		646.84		10.26	662.70		647.96		14.74
5	Alley Between N Main & N Water N & S of Damon Ave	6-66_6-56	006-056		006-066	VCP	375							2	14	662.70		647.96		14.74	673.00		662.87		10.13
6	N Church St	7-87_7-77	007-077		007-087	VCP				285					9	669.91		660.42		9.49	671.75		661.89		9.86
7	N Church St	7-101_7-87	007-087		007-101	VCP				312					12	671.75		661.89		9.86	671.88		663.50		8.38
8	Alley Between W Division and W Cushing E of N Maple Ave	13-68_13-71	013-071		013-068	VCP	410							1	20	674.71		662.51		12.20					13.80
9	Alley Between W Cushing & W Center E of N Maple Ave	13-82_13-83	013-083		013-082	VCP	240								9	684.50		675.75		8.75	687.38		679.48		7.90
10	Alley Between W Cushing & W Center E of N Maple Ave	13-84_13-83	013-083		013-084	VCP	440								22	684.50		675.75		8.75	690.85		681.00		9.85
11	N Maple Ave	13-186_13-82	013-082		013-186	VCP	30								0	687.38		679.48		7.90	687.32		680.32		7.00
12	Alley between Water St. and Main St. (cast iron, REMOVE SCALING	15-79_15-57	015-057		015-079	VCP	695							3	35					0.00					11.20
13	Alley Between W Marietta & W Packard E of Union St(No Video)	15-103_15-101	015-101		015-103	VCP			475					1	23	674.67		664.27		10.40	677.30		668.30		9.00
14	N 16th St	33-79_33-68	033-068		033-079	VCP		430							8	674.34		665.84		8.50	672.87		663.87		9.00
15	Easement behind houses between E Wood and E Clay St.	36-12_39-12	039-012		036-012	VCP	340								13	673.34		665.23		8.11					8.50
16	Easement behind houses between E Wood and E Clay St.	39-12_39-11	039-011		039-012	VCP	315								11	671.84		660.74		11.10	673.34		665.23		8.11
17	Easement behind houses between E Johns and E Clay St.	36-32_39-18	039-018		036-032	VCP	660								25	664.62		656.32		8.30	676.19		667.79		8.40
18	In Easement between 16th and Stone St N. of E Decatur St	36-53_39-38	039-038		036-053	VCP		670						1	24	674.18		664.18		10.00	679.90		672.00		7.90
19	E Cantrell St	36-142_36-145	036-0145		036-142	VCP			200					1	7	661.34		654.64		6.70	665.74		660.20		5.20
20	E Cantrell St	36-142_36-140	036-140		036-142	VCP			320					2	14	680.66		658.56		22.10	665.74		660.20		5.20
21	N Illinois St (Modify Invert as necessary to insert Liner)	38-78_38-108	038-108		038-078	VCP			190					3	0	0.00		0.00		13.00	662.77		650.97		11.80
22	N Illinois St	38-79_38-73	038-073		038-079	VCP					202				0	664.00		648.60		15.40	662.34		652.40		10.30
23	Easement behind houses between E Wood and E Clay St.	39-11_39-101	039-101		039-011	VCP	255								11	669.18		659.18		10.00	671.84		660.74		11.10
24	Easement behind houses between E Johns and E Clay St.	39-18_39-17	039-017		039-018	VCP	665							1	20	665.10		654.90		10.20	664.62		656.32		8.30
25	Easement behind houses between E Wood and E Clay St.	39-101_39-10	039-010		039-101	VCP	395								16	664.26		653.96		10.30	669.18		659.18		10.00
26	S Webster St	40-46_40-156	040-156		040-156	VCP		310							6	0.00		0.00		10.00	0.00		0.00		7.00
27	W Eldorado St (IDOT PERMIT REQUIRED)	41-24_41-25	041-025		041-024	VCP		600						1	12	665.16		659.86		5.30	669.81		666.41		3.40
28	W Eldorado St (IDOT PERMIT REQUIRED)	41-25_41-130	041-130		041-025	VCP		565							12	669.81		666.41		3.40	654.37		644.77		9.60
28.1	W Eldorado St (IDOT PERMIT REQUIRED)(No Video)	41-130_41-26	041-026		041-130	VCP	75								0					12.00					3.40
29	N Cobb Ave	46-59_46-57	046-057		046-059	VCP	215								3	654.56		648.16		6.40	655.67		649.37		6.30
30	W Main St	46-145_46-72	46-145		46-72	VCP			575						15										
31	S Hilton Street (Transistion Liner)	55-112_55-110	055-112		055-110	VCP			360						4	658.51		650.89		7.62	660.43		655.43		5.08
32	S Hilton Street	55-113_55-112	055-112		055-113	VCP			18						0	660.43		655.35		5.08	659.23		652.73		6.50
33	S Hilton Street	55-114_55-113	055-113		055-114	VCP			240					1	7	659.23		652.73		6.50	666.93		657.55		9.38
34	Shiela Ct	153-52_153-48	153-048		153-052	VCP	255								7	648.30		643.95		4.35	650.10		645.08		5.02
35	Buckinham Dr	155-43_155-36	155-036		155-043	VCP		341							8	661.09		653.19		7.90	663.53		654.23		9.30
36	Buckinham Dr	155-47_155-43	155-043		155-047	VCP		350						1	10	663.53		654.23		9.30	656.27		646.17		10.10
37	New Castle Dr (cast iron, REMOVE SCALING)	155-69_155-74	155-074		155-069	CAS			431						9	674.00		653.88		20.12	666.98		654.83		12.15
38	Mound Church of God Parking	155-74_155-75	155-075		155-074	RCP			180						0	667.00		653.15		13.85	674.00		653.88		20.12
39	Easement South of 109 W Manchester Dr.	155-75_155-81	155-081		155-075	VCP			158						1	664.35		652.55		11.80	667.00		653.15		13.85
40	E Riverside Ave	I055593_55-112	055-112		I055-571	VCP		20							0	658.75		652.35		6.40	656.05				
							5775	3286	3497	597	202	0	0	18	410										
Storm Sewer																									
1	Behind 891/903 Cedar Hill Dr	I05501_I094501	I094501		I05501	RCP						180								10.00					10.00
2	Behind 891/903 Cedar Hill Dr	I094501_OF094002	I094501		OF094002	RCP						50								10.00					10.00
3	Corman Ct (MODIFY INLET AS REQUIRED)	I105512_I105513	I105513		I105512	CMP							80							10.00					10.00
							0	0	0	0	0	230	80	0	0										

Location Maps are available upon request.

Please contact Paul Caswell, City Engineer at (217) 424-2747 or by email at PCaswell@decaturil.gov.

APPENDIX B

Standard Drawings



For contract construction projects



W20-1103(O)-48



W21-1(O)-48

For maintenance and utility projects



W20-1(O)-48

TYPICAL APPLICATIONS

Utility operations
Culvert extensions
Side slope changes
Guardrail installation and maintenance
Delineator installation
Landscaping operations
Shoulder repair
Sign installation and maintenance

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

SYMBOLS

Work area

Sign

Cone, drum or barricade

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT

FORMULAS

English (Metric)

40 mph (70 km/h) or less:

$L = \frac{WS^2}{60}$

$L = \frac{WS^2}{150}$

45 mph (80 km/h) or greater:

$L = (W)(S)$

$L = 0.65(W)(S)$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

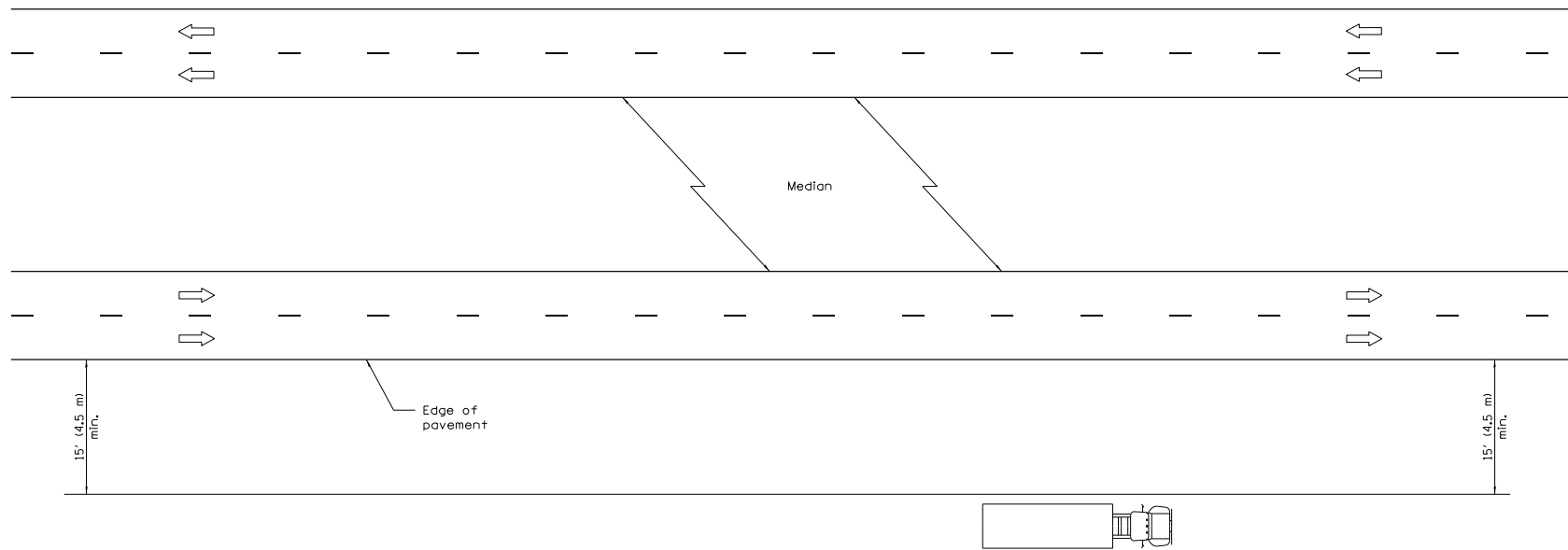
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Corrected typo in title.
1-1-14	Revised workers sign number to agree with current MUTCD.

**OFF-ROAD OPERATIONS, MULTILANE,
15' (4.5 m) TO 24' (600 mm)
FROM PAVEMENT EDGE**

STANDARD 701101-05

Illinois Department of Transportation	
APPROVED <u>April 1, 2016</u> ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-97
APPROVED <u>April 1, 2016</u> ENGINEER OF DESIGN AND ENVIRONMENT	



TYPICAL APPLICATIONS

Landscaping work
Utility work
Fencing contracts

GENERAL NOTES

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701101.

This Standard also applies to work performed in the median more than 15' (4.5 m) from either pavement.

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

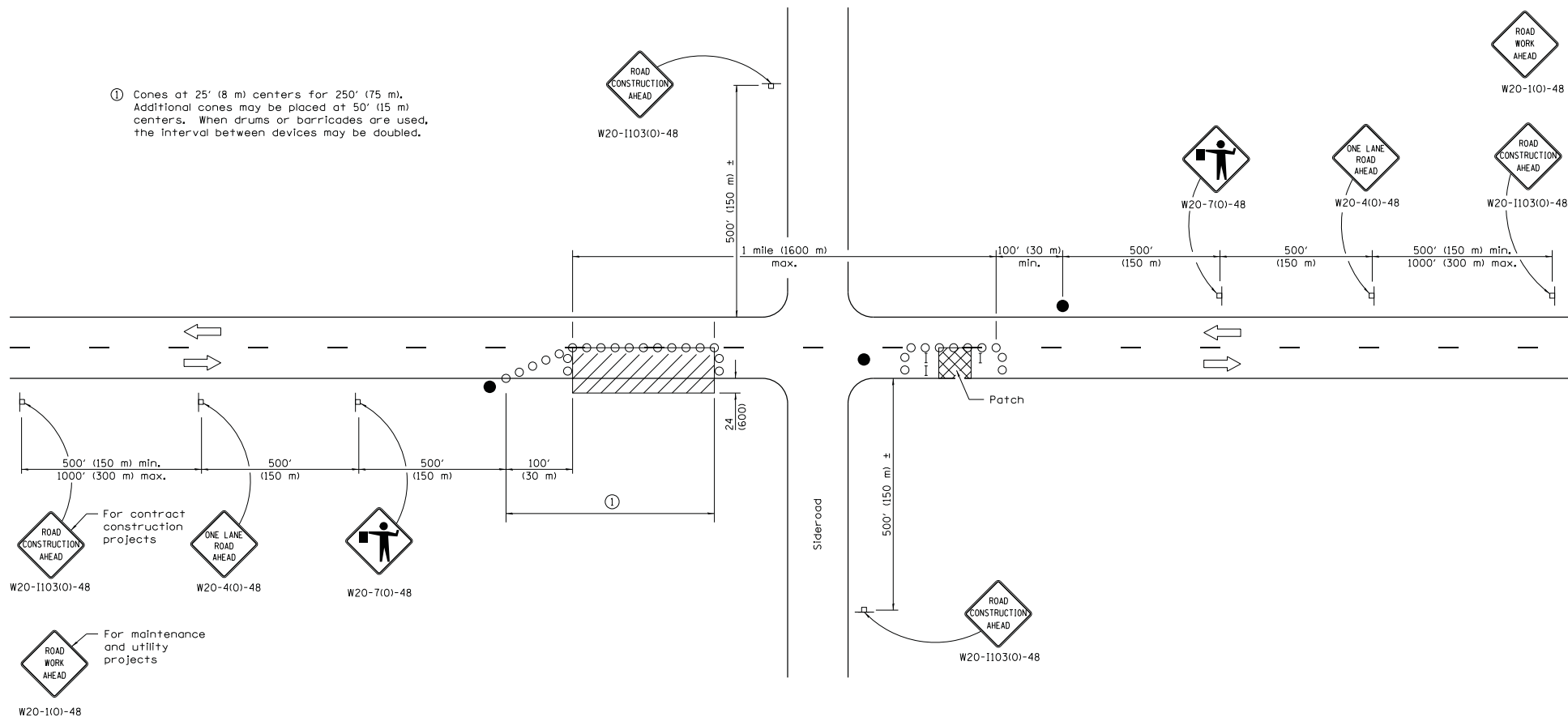
Illinois Department of Transportation	
APPROVED <u>January 1, 2009</u> ENGINEER OF OPERATIONS	ISSUED 1-1-97 46-1-1
APPROVED <u>January 1, 2009</u> ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-05	Switched units to
	English (metric).
1-1-05	Revised title.

OFF-RD OPERATIONS, MULTILANE, MORE THAN 15' (4.5 m) AWAY

STANDARD 701106-02

- ① Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or barricades are used, the interval between devices may be doubled.



TYPICAL APPLICATIONS

Isolated patching
Utility operations
Storm sewer
Culverts
Cable placement

SYMBOLS

- Work area
- Sign
- Barricade or drum
- Cone, drum or barricade
- Flagger with traffic control sign

GENERAL NOTES

This Standard is used where at any time, any vehicles, equipment, workers or their activities will encroach in the area between the center line and a line 24 (600) outside the edge of pavement for daylight operation.

When the distance between successive work areas exceeds 2000' (600 m), additional warning signs, flaggers, and taper shall be placed as shown.

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

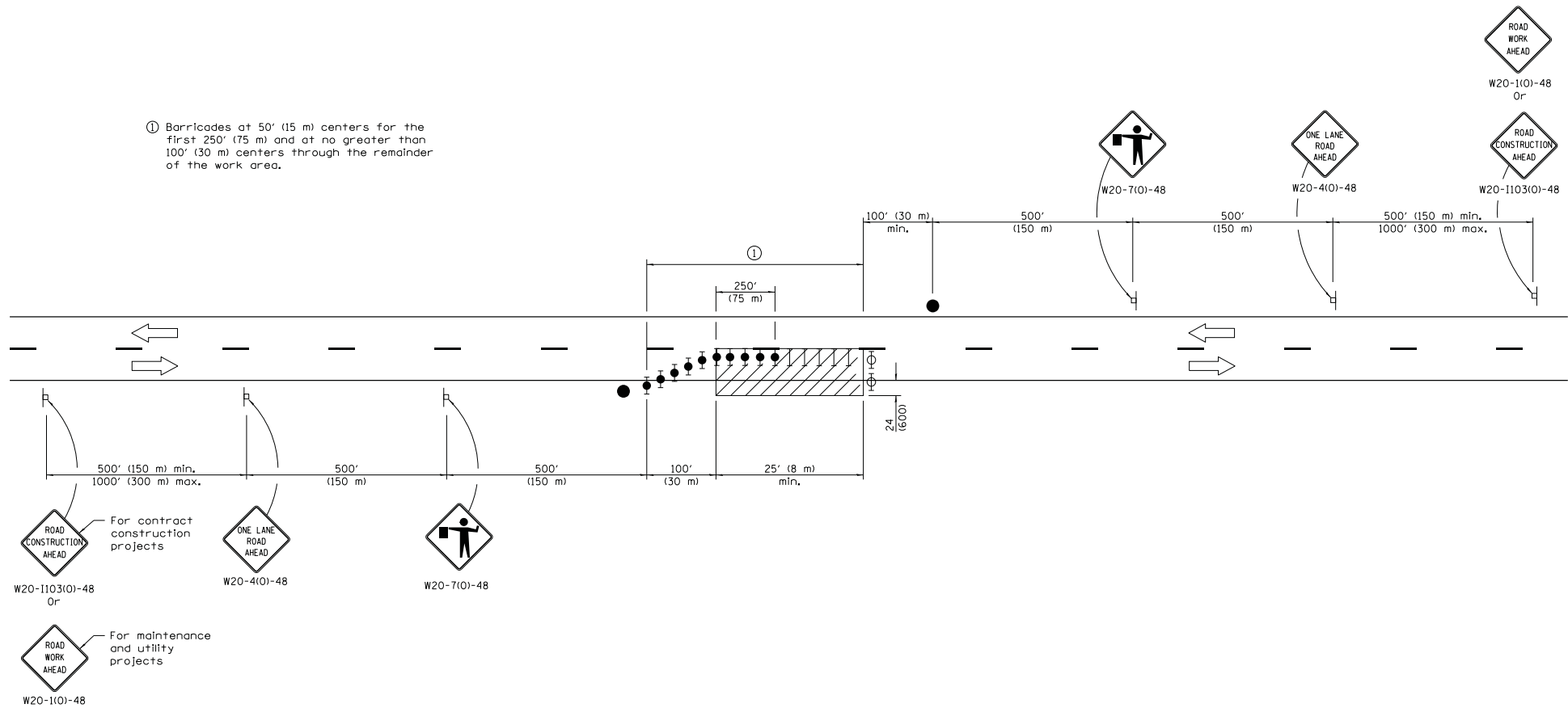
Illinois Department of Transportation	
APPROVED <i>James R. [Signature]</i> January 1, 2011 ENGINEER OF SAFETY ENGINEERING	ISSUED 48-1-1-97
APPROVED <i>James R. [Signature]</i> January 1, 2011 ENGINEER OF DESIGN AND ENVIRONMENT	

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

**LANE CLOSURE, 2L, 2W,
DAY ONLY,
FOR SPEEDS ≥ 45 MPH**

STANDARD 701201-04

① Barricades at 50' (15 m) centers for the first 250' (75 m) and at no greater than 100' (30 m) centers through the remainder of the work area.



TYPICAL APPLICATIONS

Isolated patch
Installation of drainage structure
Utility operations

SYMBOLS

- Work area
- Sign
- Flagger with traffic control sign
- Barricade or drum
- Barricade or drum with flashing light
- Barricade or drum with steady burning light

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities will encroach in the area between the center line and a line 24 (600) from the edge of pavement for nighttime operation.

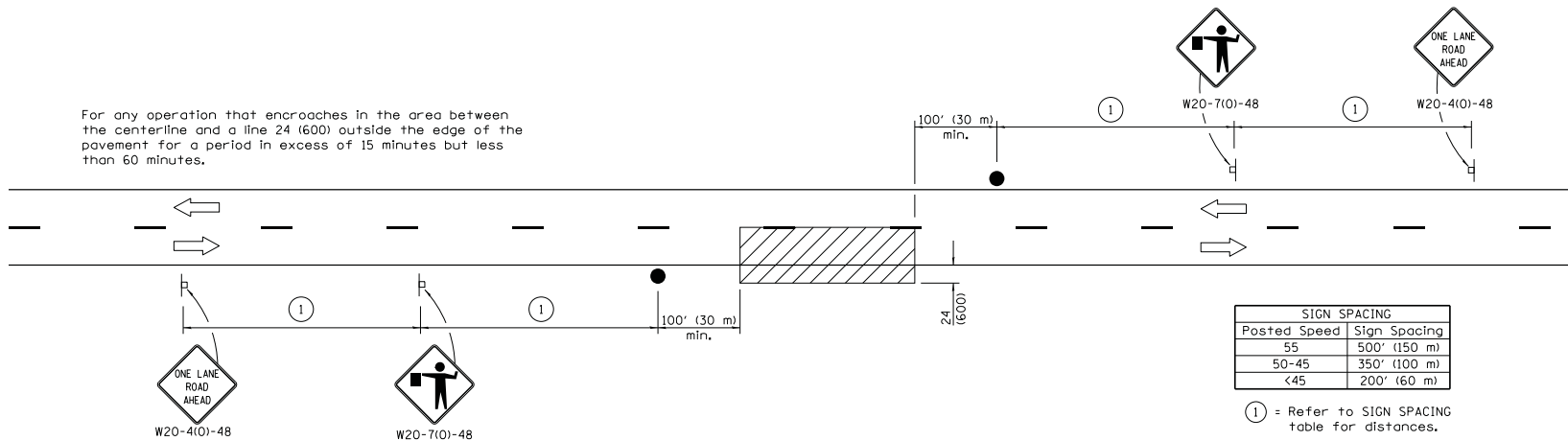
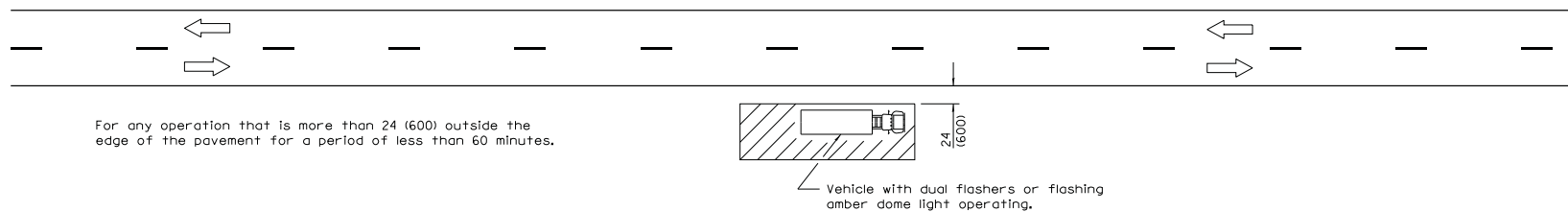
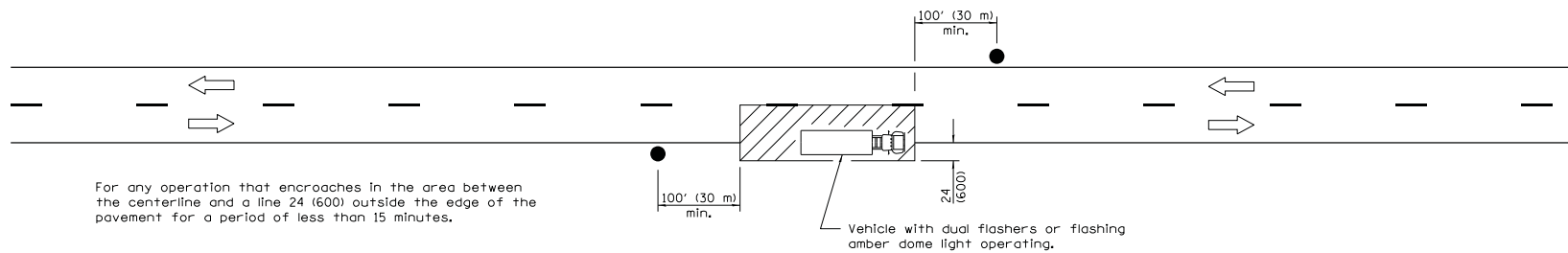
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED <i>January 1, 2011</i> ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-97
APPROVED <i>January 1, 2011</i> ENGINEER OF DESIGN AND ENVIRONMENT	

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

**LANE CLOSURE, 2L, 2W,
NIGHT ONLY,
FOR SPEEDS ≥ 45 MPH**

STANDARD 701206-03



TYPICAL APPLICATIONS

Marking patches
Field survey
String line
Utility operations
Cleaning up debris on pavement

SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

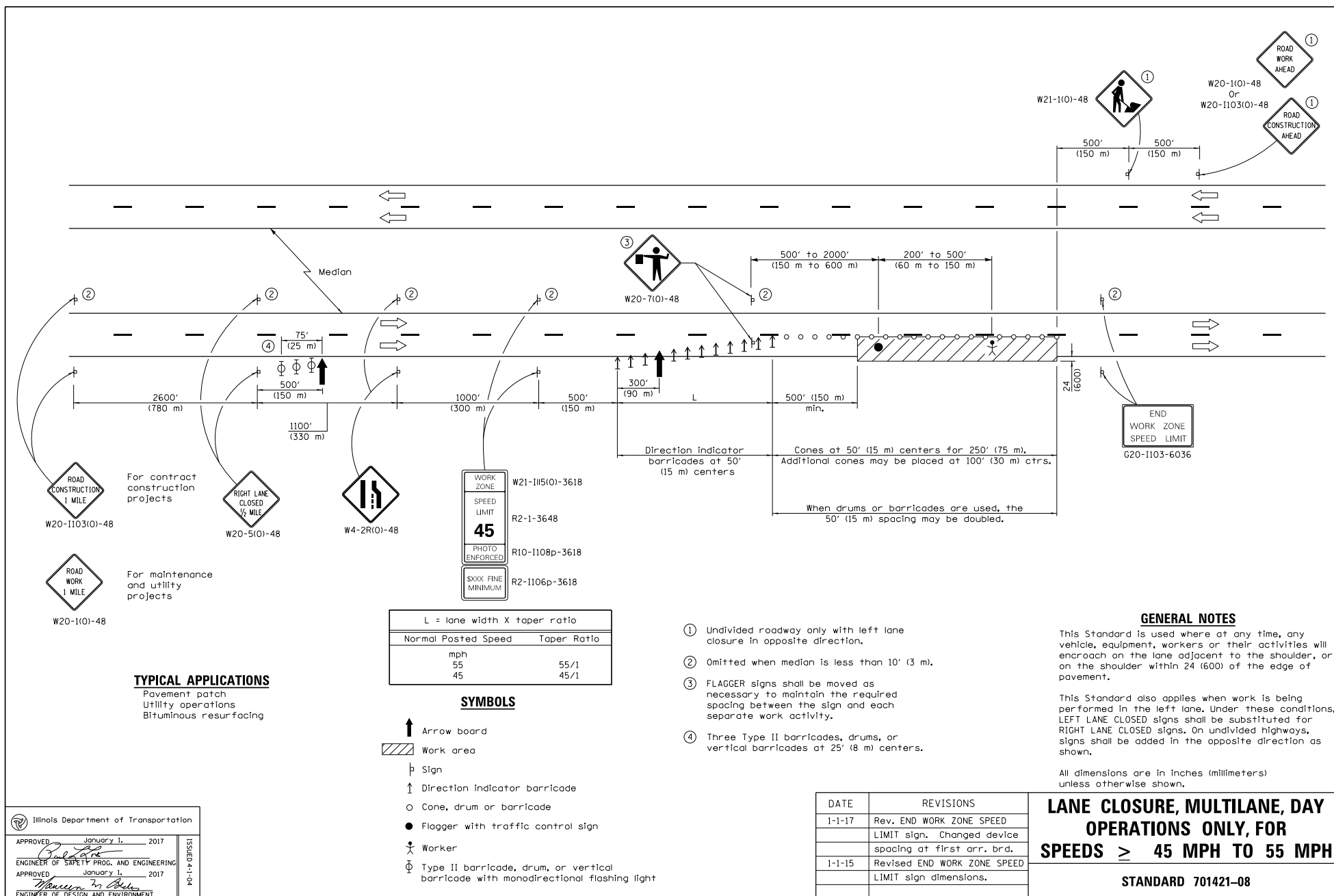
All dimensions are in inches (millimeters) unless otherwise shown.

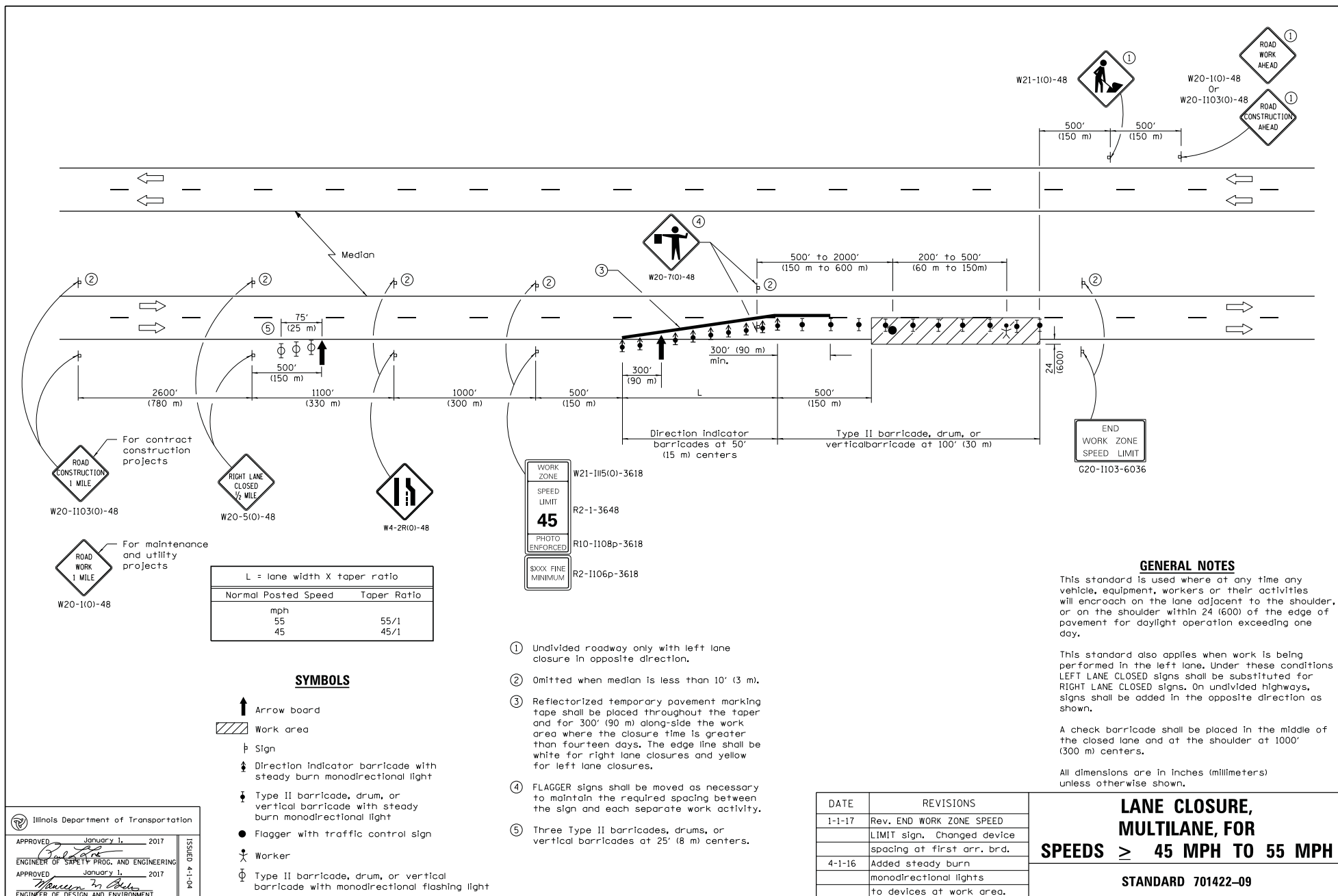
Illinois Department of Transportation	
APPROVED <i>[Signature]</i> January 1, 2011 ENGINEER OF SAFETY ENGINEERING	ISSUED 49-1-1
APPROVED <i>[Signature]</i> January 1, 2011 ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).

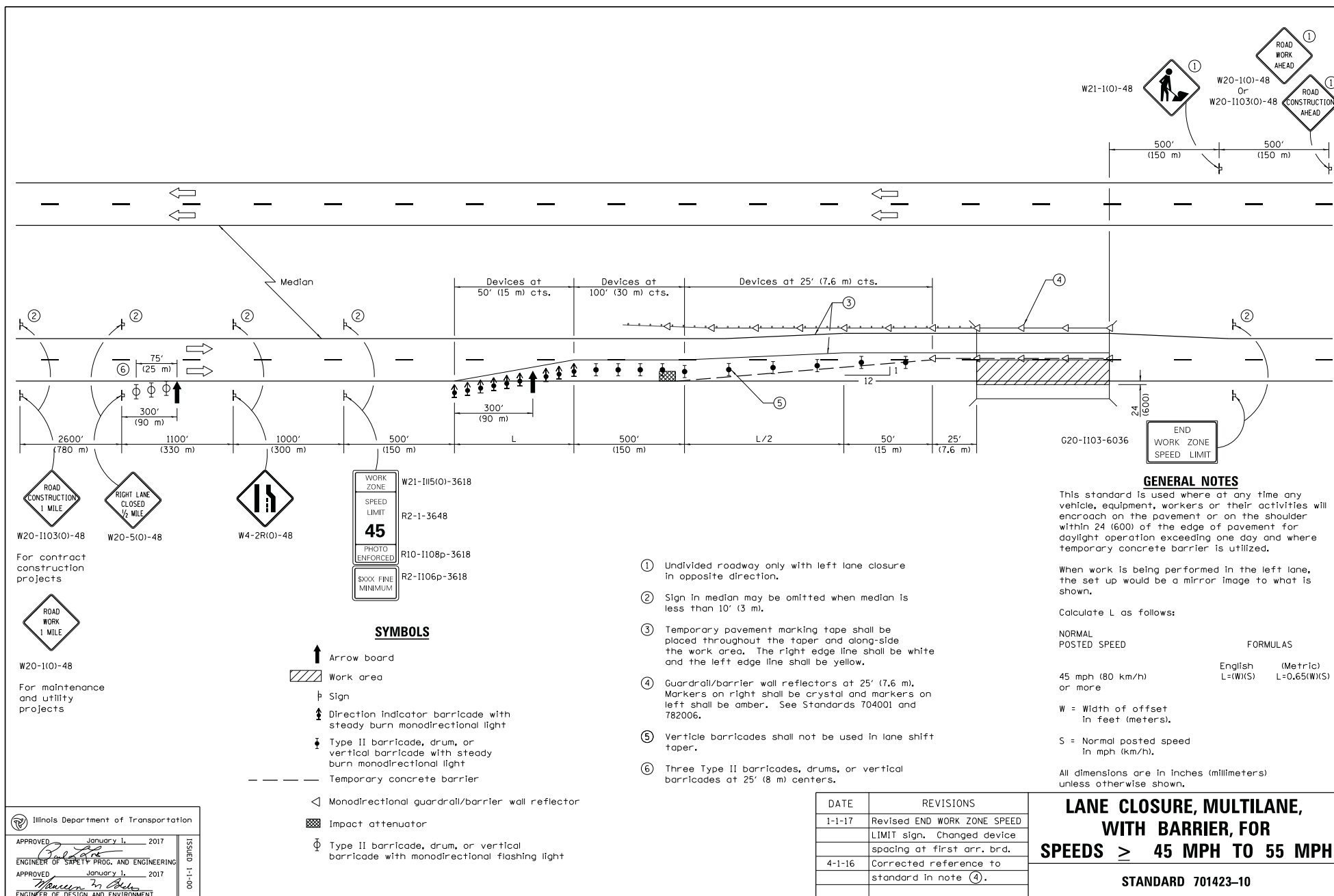
LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS

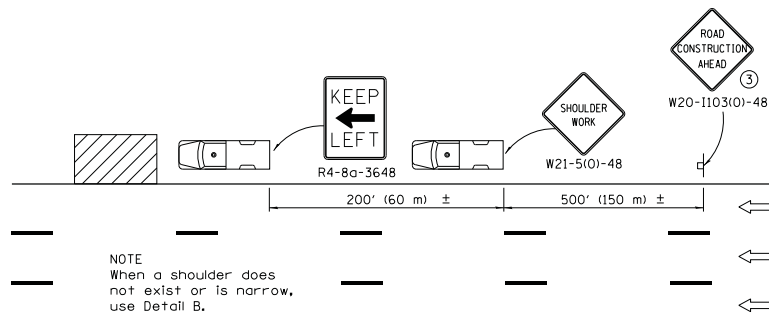
STANDARD 701301-04



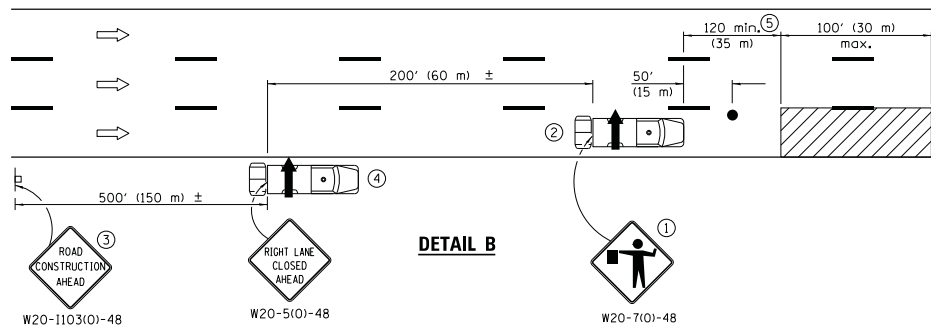


DATE	REVISIONS	LANE CLOSURE, MULTILANE, FOR SPEEDS ≥ 45 MPH TO 55 MPH STANDARD 701422-09
1-1-17	Rev. END WORK ZONE SPEED	
	LIMIT sign, Changed device	
	spacing at first arr. brd.	
4-1-16	Added steady burn	
	monodirectional lights	
	to devices at work area.	

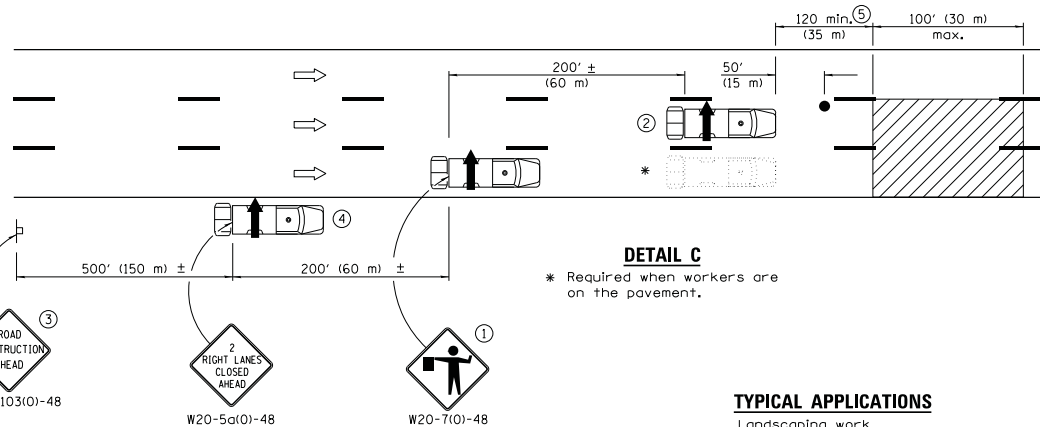




DETAIL A



DETAIL B



DETAIL C

* Required when workers are on the pavement.

TYPICAL APPLICATIONS

Landscaping work
Utility work
Pavement marking
Weed spraying
Roadometer measurements
Debris cleanup
Crack pouring

- ① Flaggers are required when workers are on the pavement.
- ② For striping operations only. See sign arrow detail on this standard.
- ③ For stationary operations which are on the roadway or shoulder, greater than 15 minutes and up to 1 hour.
- ④ Omit truck, attenuator and arrow board when no shoulder exists due to curb and gutter.
- ⑤ The distance between the work and the lead truck may vary according to terrain or paint/crack sealing time.



G20-1101-2430
(appropriate arrow)
② (when striping only)

GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require: 1) stationary operations up to 1 hour, or 2) a continuous or intermittent moving operation where the average speed of movement is greater than 1 mph (2 km/h).

This Standard is also applicable when work is being performed in the left lane(s) or on the median shoulder. Under these conditions, KEEP RIGHT signs shall be substituted for KEEP LEFT signs and arrow board indications shall be directed to the right.

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

SYMBOLS

↑ Arrow board

▨ Work area

Truck with flashing amber light

Truck/Trailer mounted attenuator

● Flagger with traffic control sign

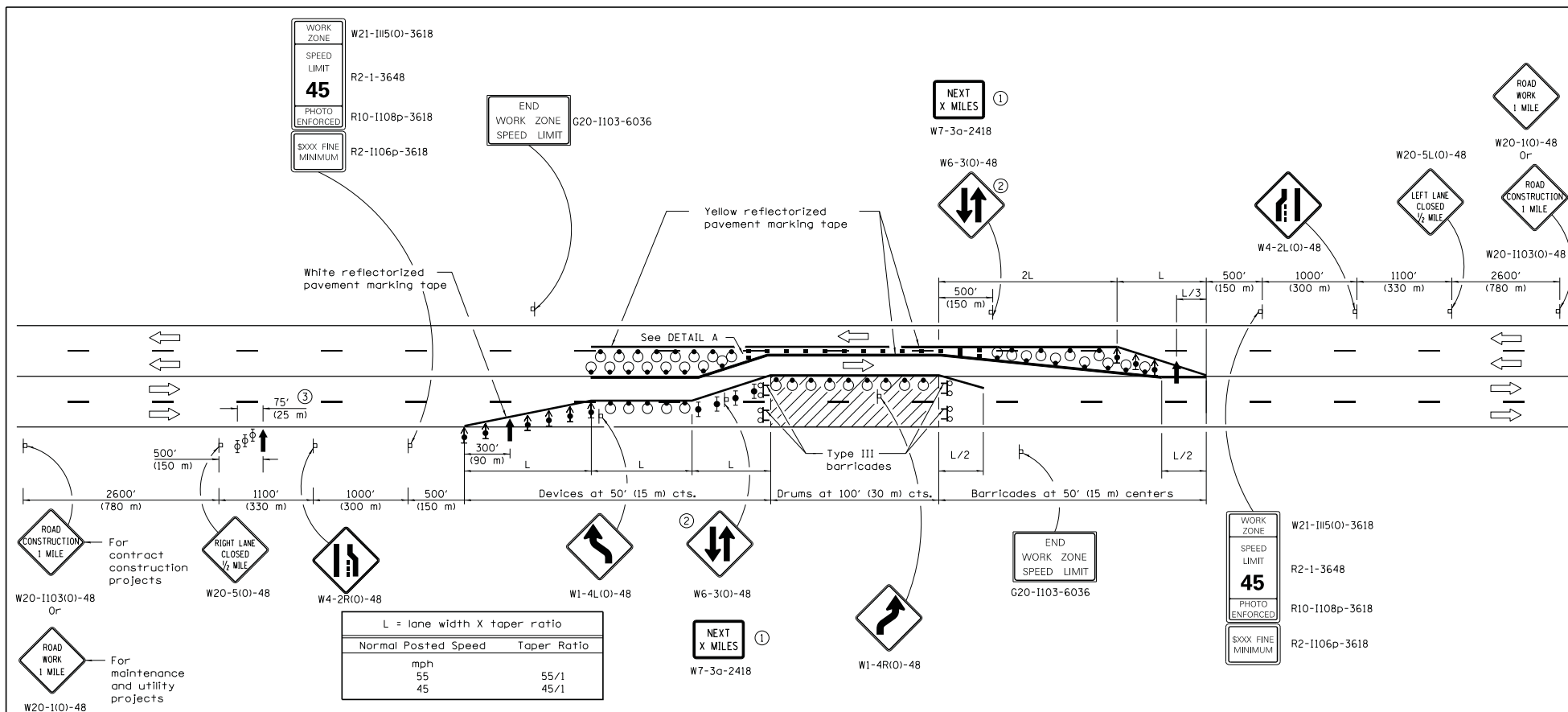
⊥ Sign

Illinois Department of Transportation	
APPROVED January 1, 2017 ENGINEER OF SAFETY, PROG. AND ENGINEERING APPROVED January 1, 2017 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-11

DATE	REVISIONS
1-1-17	Revised 'NOTE' on DETAIL A to use DETAIL B in lieu of DETAIL C.
4-1-16	Rev. gen. notes. Added note ⑤. Rev. dist. between work and lead truck.

LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER., FOR SPEEDS ≤ 40 MPH

STANDARD 701427-05



- ① Shall be repeated every 1 mile (1.6 km).
 ② Shall be repeated every 1 mile (1.6 km) in each direction in the tangent section unless concrete barrier is used.
 ③ Three Type II barricades, drums or vertical barricades at 25' (8 m) centers.

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require the closure of two adjacent lanes and a temporary crossover is provided by making use of one lane of pavement normally used by opposing flow of traffic and flexible delineators are used to separate the opposing traffic.

Cones may be substituted for flexible delineators during daytime operations at half the spacing.

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

DETAIL A

Illinois Department of Transportation

APPROVED January 1, 2017
 ENGINEER OF SAFETY PROG. AND ENGINEERING
 APPROVED January 1, 2017
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-17
 467

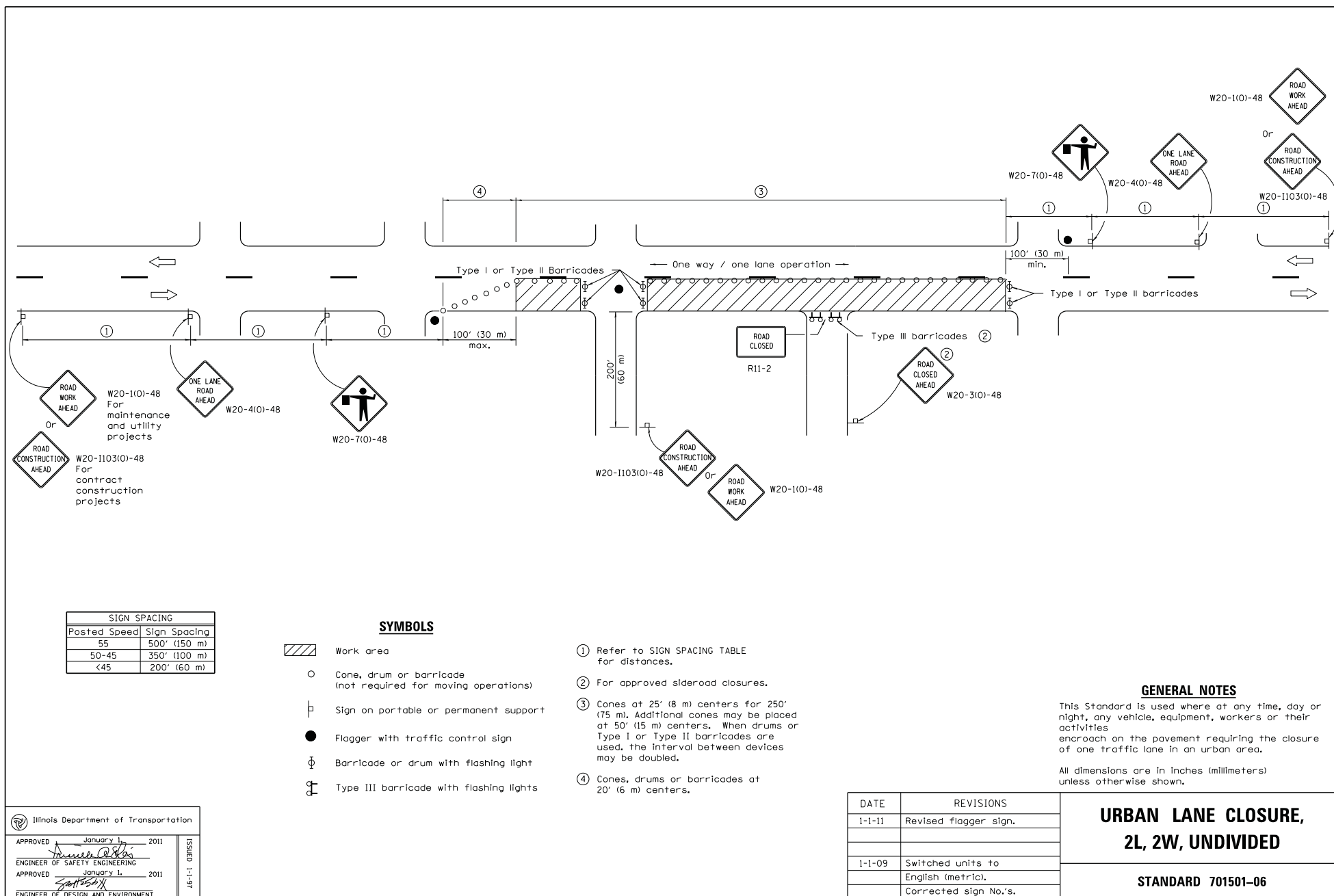
SYMBOLS

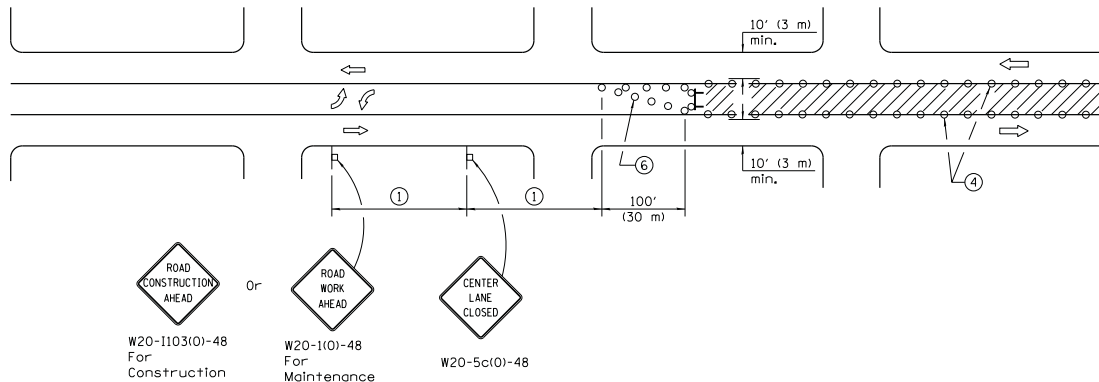
- ↑ Arrow board
- ▨ Work area
- ⊥ Sign
- Drum with steady burn monodirectional light
- ↑ Direction Indicator barricade with steady burn monodirectional light
- ⊥ Type II barricade with steady burn monodirectional light
- ⊥ Type II barricade, drum or vertical barricade with monodirectional flashing light
- Tubular marker
- ⊥ Type III barricade with flashing monodirectional lights

DATE	REVISIONS
1-1-17	Replaced W18-1100 plaque with W7-3a plaque. Changed flexible delineator to tubular marker.
4-1-16	Changed drum spacing in work area to 100' (30 m) centers only.

LANE CLOSURE, MULTILANE, UNDIV. WITH CROSSOVER, FOR SPEEDS ≥ 45 MPH TO 55 MPH

STANDARD 701431-12





CASE I
(Signs required for both directions)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade (Cones for daytime use only)
- Sign on portable or permanent support
- Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 mph (70 km/h).
- ③ Required if work exceeds 500' (164 m) or 1 block.
- ④ Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
- ⑤ For approved sideroad closures.
- ⑥ Cones, drums or barricades at 20' (6 m) centers in taper.
- ⑦ Use flagger sign only when flagger is present.

GENERAL NOTES

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = W(S)$	$L = 0.65(W)(S)$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

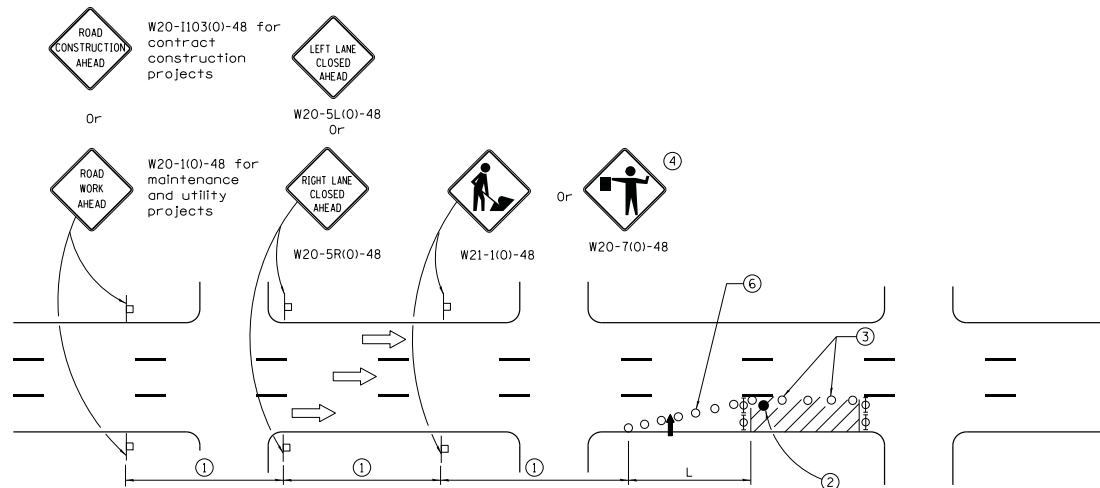
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED January 1, 2017 ENGINEER OF SAFETY, PROG. AND ENGINEERING APPROVED January 1, 2017 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-10

DATE	REVISIONS	URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE (Sheet 1 of 2)
1-1-17	Added flashing lights to Type III barr. Revised dev. & sign spacing, TWLTL taper length.	
1-1-14	Omitted original note (4).	
	Rev. workers sign no. to agree with current MUTCD.	
		STANDARD 701502-07



URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE (Sheet 2 of 2)
STANDARD 701502-07



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

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

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 MPH
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Use flagger sign only when flagger is present.
- ⑤ For approved sideroad closures.
- ⑥ Cones, drums or barricades at 20' (6 m) in taper.

GENERAL NOTES

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

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$

W = Width of offset in feet (meters).

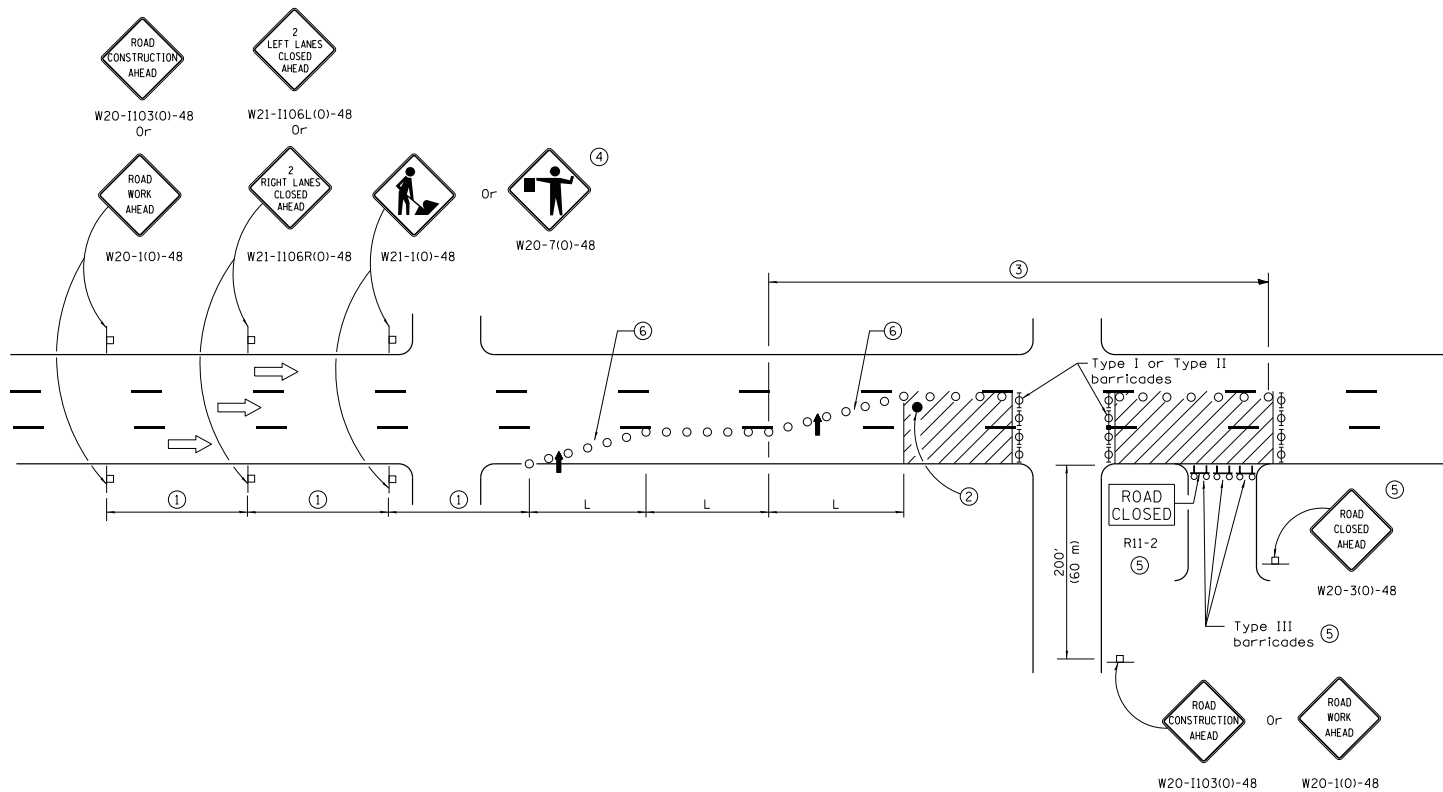
S = Normal posted speed mph (km/h).

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

Illinois Department of Transportation	
APPROVED January 1, 2014 ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-97 487
APPROVED January 1, 2014 ENGINEER OF DESIGN AND ENVIRONMENT	

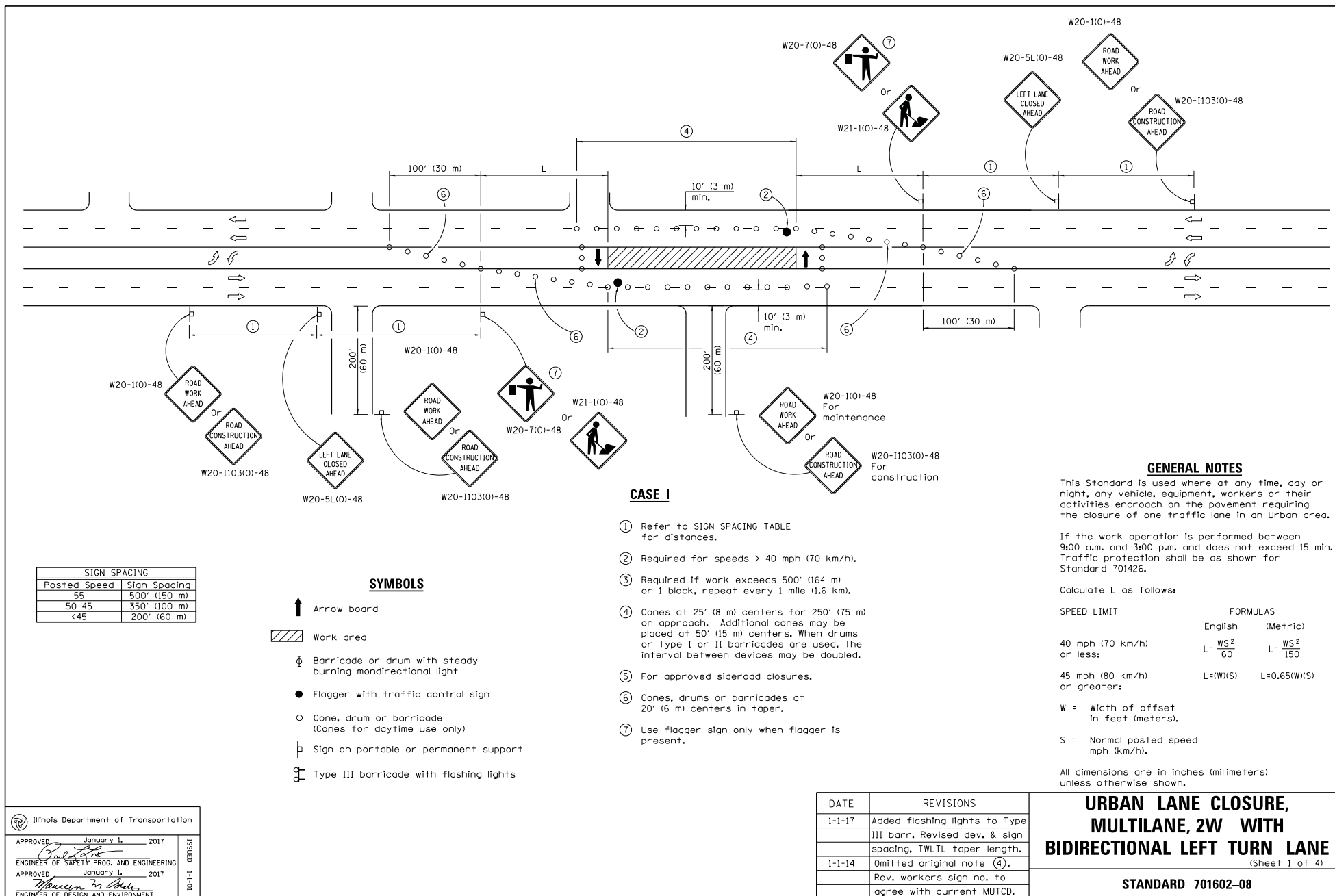
DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

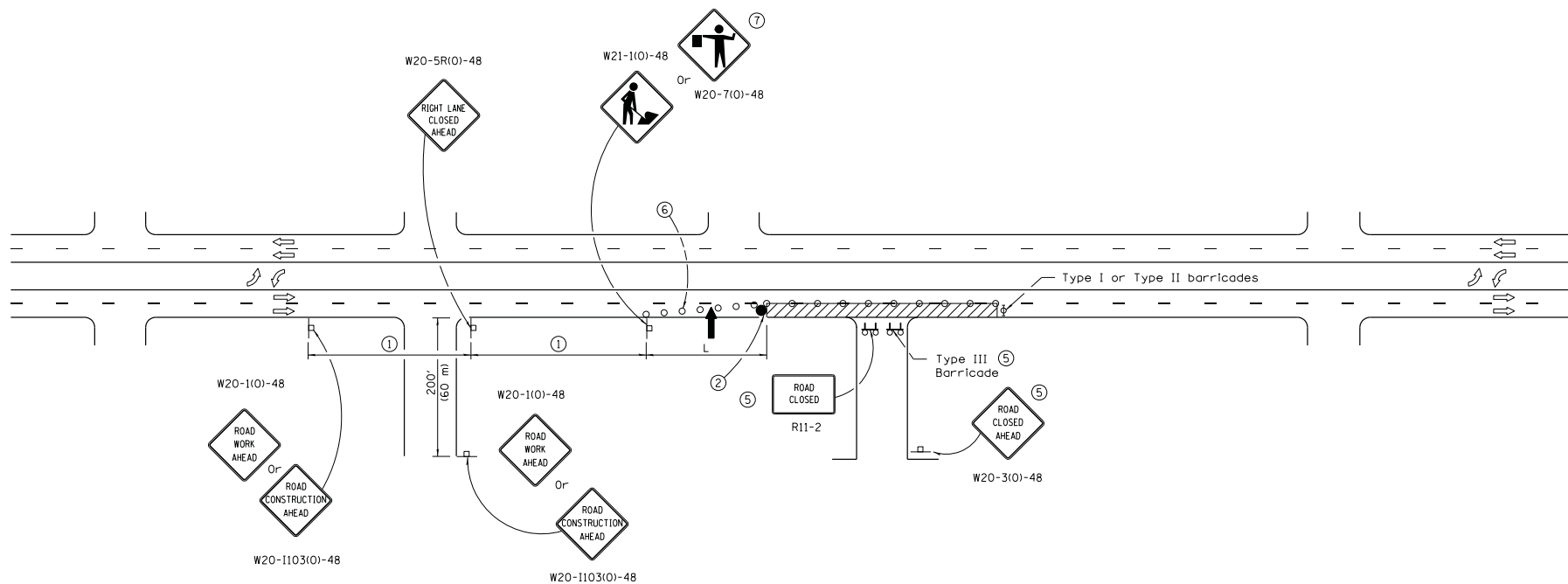
URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN (Sheet 1 of 2)
STANDARD 701601-09



Illinois Department of Transportation	
APPROVER _____ January 1, 2014 ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-97
APPROVED _____ January 1, 2014 ENGINEER OF DESIGN AND ENVIRONMENT	

URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN (Sheet 2 of 2)
STANDARD 701601-09

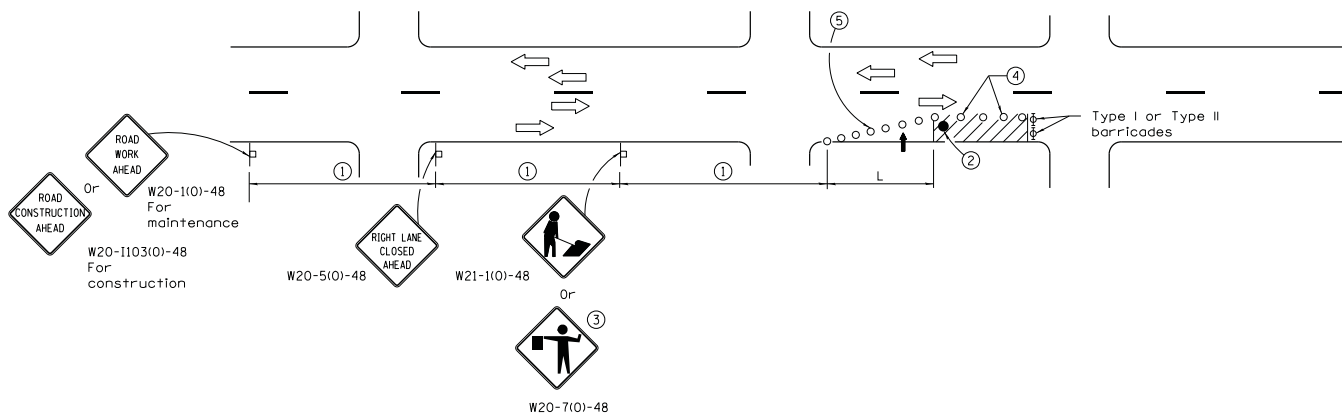




CASE IV

Illinois Department of Transportation	
APPROVED January 1, 2017 ENGINEER OF SAFETY, PROG. AND ENGINEERING APPROVED January 1, 2017 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-01

URBAN LANE CLOSURE, MULTILANE, 2W WITH BIDIRECTIONAL LEFT TURN LANE (Sheet 4 of 4)
STANDARD 701602-08



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- ↑ Arrow board
- Cone, drum or barricade
- ⊥ Sign on portable or permanent support
- ▨ Work area
- ⦿ Barricade or drum with flashing light
- Flagger with traffic control sign.

- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 mph.
- ③ Use flagger sign only when flagger is present.
- ④ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ⑤ Cones, drums or barricades at 20' (6 m) centers in taper.

GENERAL NOTES

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

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$

45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$
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W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

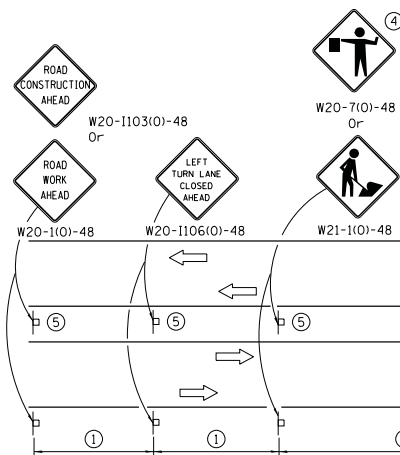
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED <u>January 1, 2015</u> ENGINEER OF SAFETY ENGINEERING APPROVED <u>January 1, 2015</u> ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97

DATE	REVISIONS
1-1-15	Renamed standard. Moved case on Sheet 2 to new Highway Standard.
1-1-14	Revised workers sign number to agree with current MUTCD.

URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN

STANDARD 701606-10



LEFT TURN LANE OR CENTER MEDIAN OPERATIONS

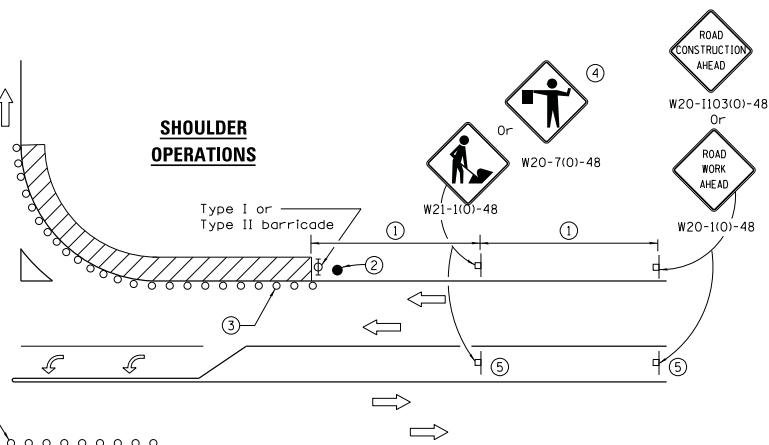
- ① Refer to SIGN SPACING TABLE for distance.
- ② Required for speed > 40 mph.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Use flagger sign only when flagger is present.
- ⑤ Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.
- ⑥ Cones, drums or barricades at 20' (6 m) centers in taper.
- ⑦ Advanced arrow board required for speeds > 45 mph.
- ⑧ Three Type II barricades, drums or vertical barricades at 50' (15 m) centers.

SYMBOLS

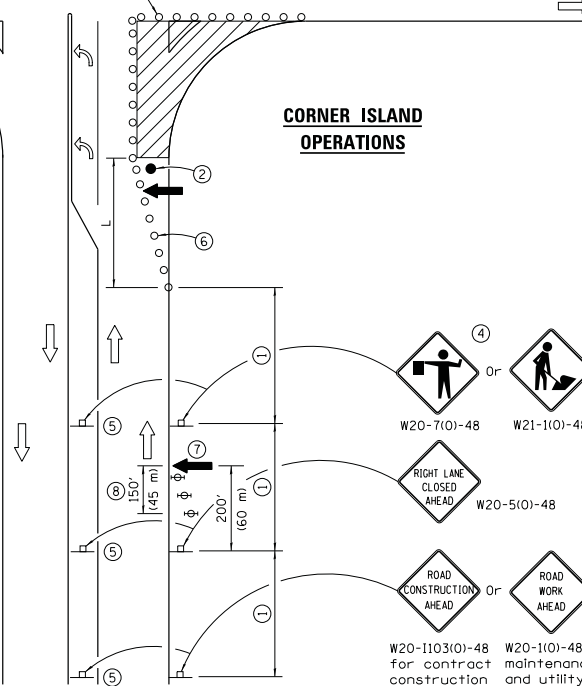
- Work area
- Cone, drum or barricade
- Sign on portable or permanent support
- Arrow board
- Barricade or drum with flashing light
- Flagger with traffic control sign

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SHOULDER OPERATIONS



CORNER ISLAND OPERATIONS



GENERAL NOTES

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

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

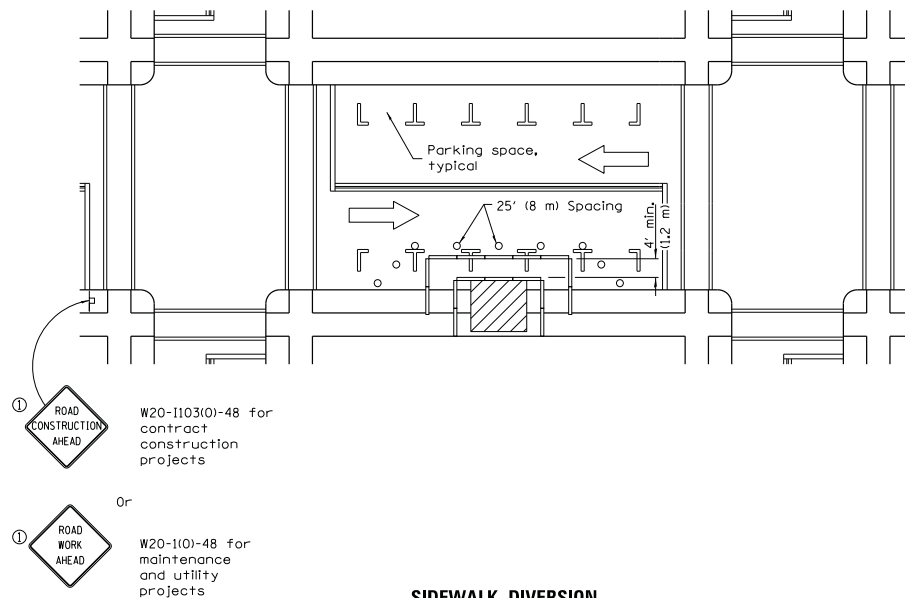
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	
APPROVED April 1, 2016 ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-97 487
APPROVED April 1, 2016 ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
4-1-16	Corrected sign number for LEFT TURN LANE CLOSED AHEAD.
1-1-14	Added devices at arrow board upstream from taper.
	Rev. workers sign number.

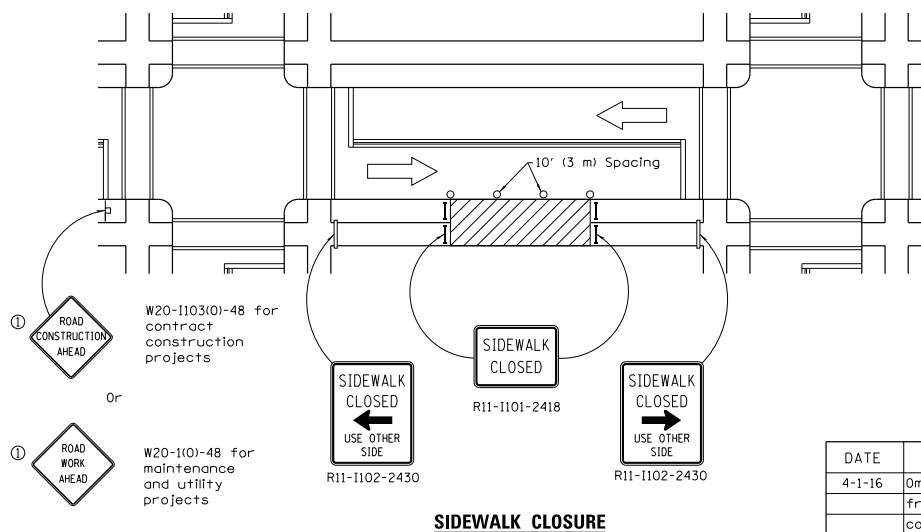
URBAN LANE CLOSURE, MULTILANE INTERSECTION

STANDARD 701701-10



SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

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

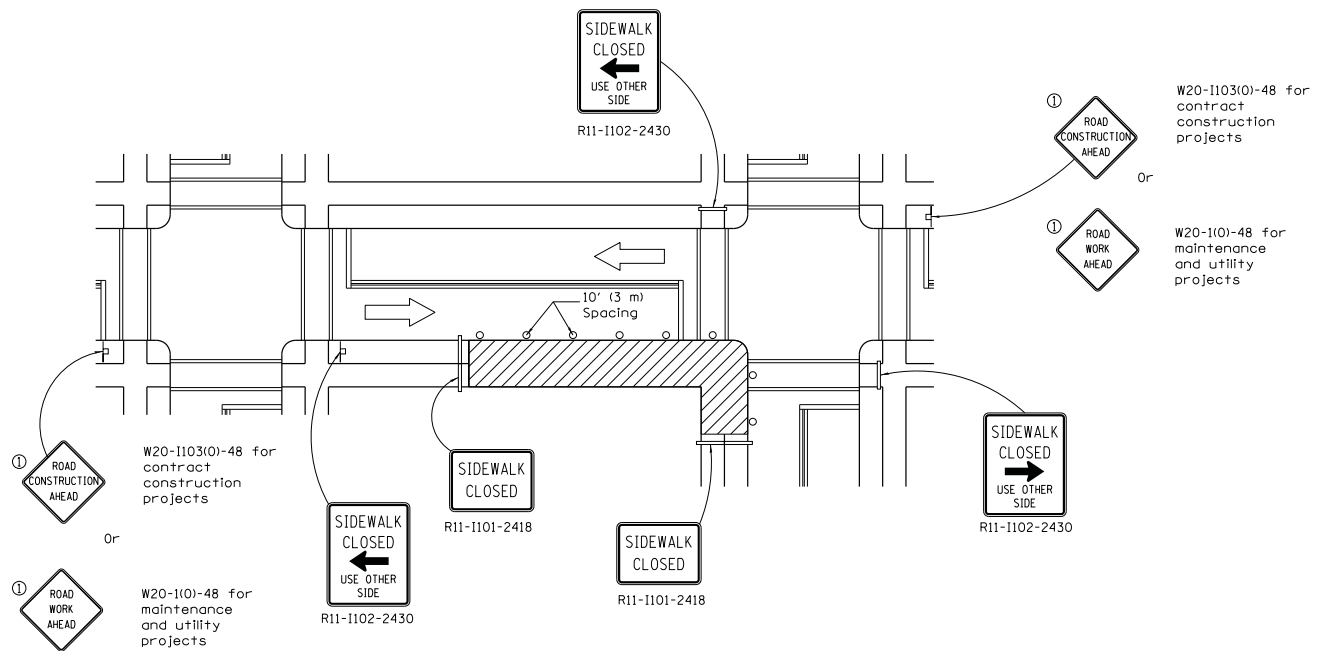
DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views. Renamed Std.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

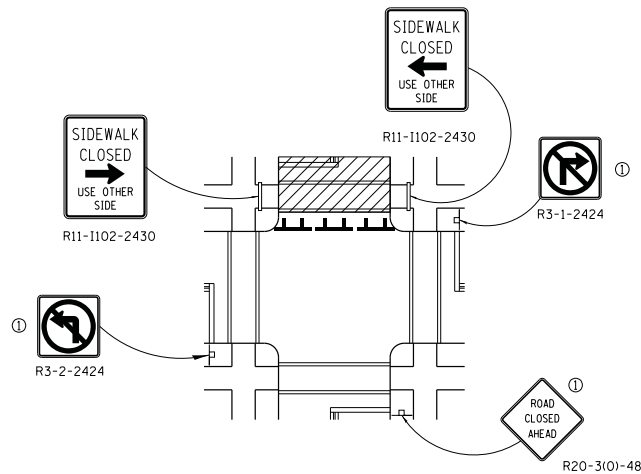
(Sheet 1 of 2)

STANDARD 701801-06

Illinois Department of Transportation	
APPROVED April 1, 2016 ENGINEER OF SAFETY ENGINEERING	ISSUED 1-1-97
APPROVED April 1, 2016 ENGINEER OF DESIGN AND ENVIRONMENT	



CORNER CLOSURE



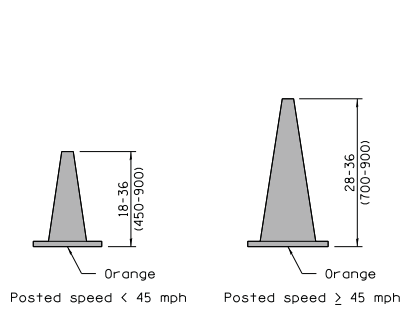
CROSSWALK CLOSURE

Illinois Department of Transportation	
APPROVED _____ April 1, 2016	ISSUED 1-1-97
ENGINEER OF SAFETY ENGINEERING	
APPROVED _____ April 1, 2016	
ENGINEER OF DESIGN AND ENVIRONMENT	

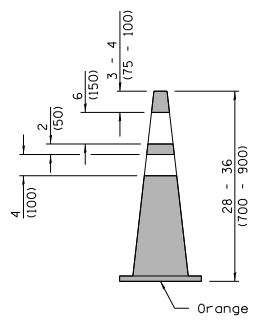
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

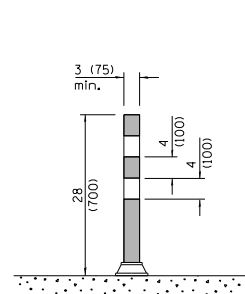
STANDARD 701801-06



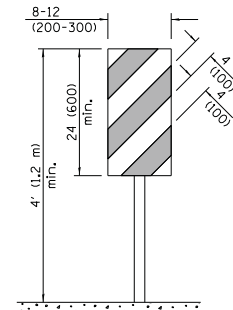
**CONE FOR
DAYTIME**



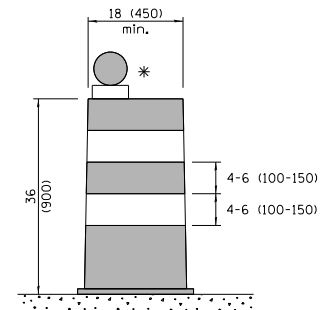
**REFLECTORIZED CONE
FOR NIGHTTIME**



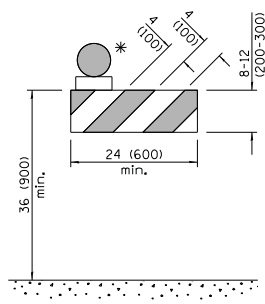
TUBULAR MARKER



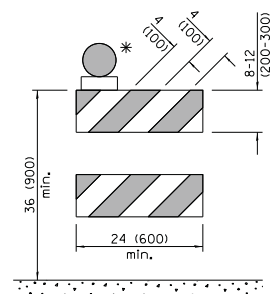
VERTICAL PANEL



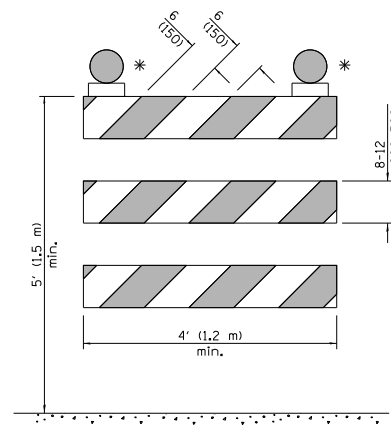
DRUM



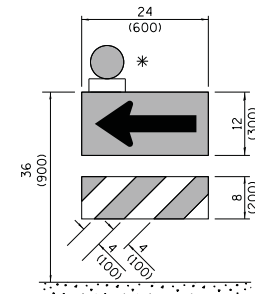
TYPE I BARRICADE



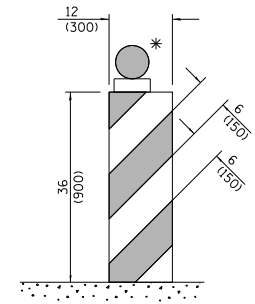
TYPE II BARRICADE



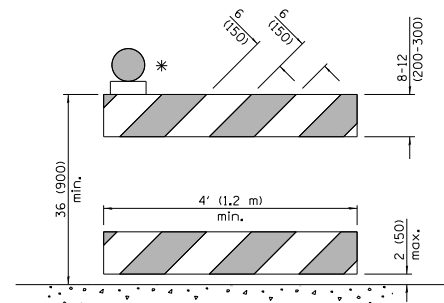
TYPE III BARRICADE



**DIRECTION INDICATOR
BARRICADE**



VERTICAL BARRICADE



**DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE**

* Warning lights (If required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

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

DATE	REVISIONS
1-1-17	Changed FLEXIBLE DELINEATOR to TUBULAR MARKER.
4-1-16	Add dim's to barricades, Rev. note for post mnt. signs.
	Rev. cone d'ts. Add W12-I103.

**TRAFFIC CONTROL
DEVICES**

(Sheet 1 of 3)

STANDARD 701901-06

Illinois Department of Transportation

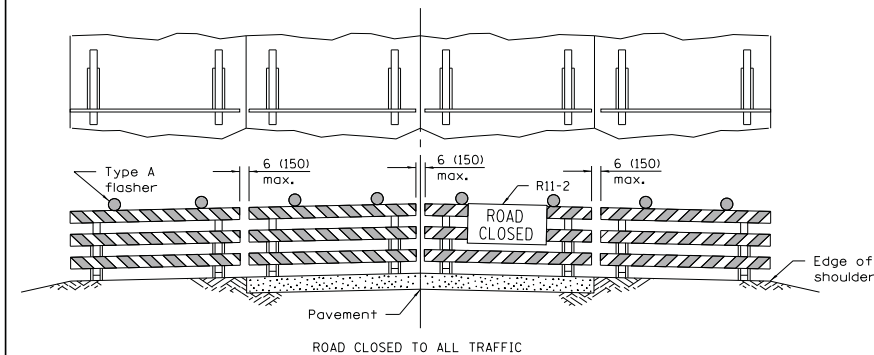
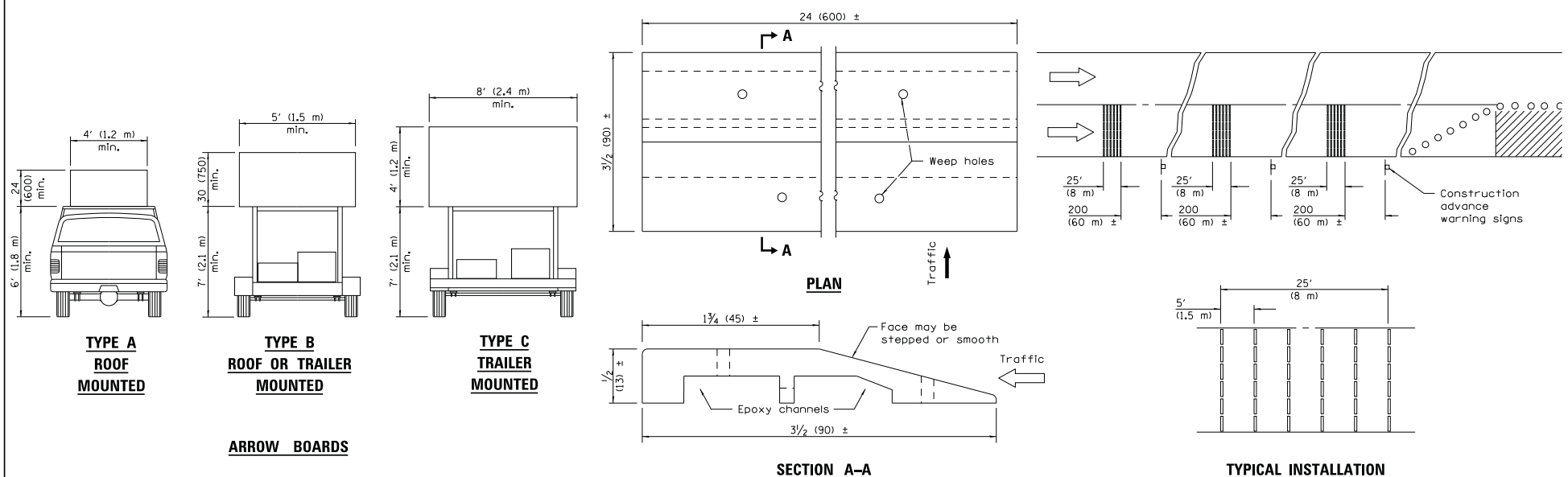
APPROVED January 1, 2017

ENGINEER OF OPERATIONS

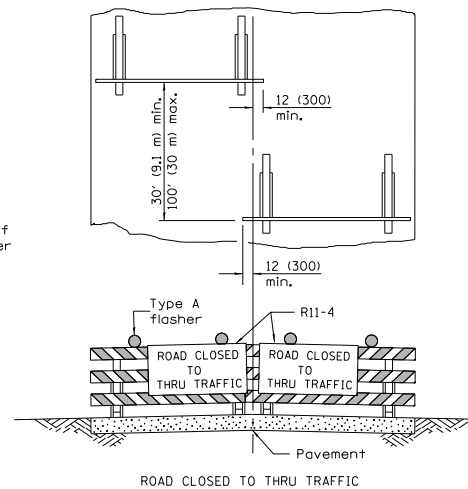
APPROVED January 1, 2017

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-17



Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

Illinois Department of Transportation	
APPROVED <i>Janey L.</i> January 1, 2017 ENGINEER OF OPERATIONS	ISSUED 1-1-97
APPROVED <i>Matthew A. Bels</i> January 1, 2017 ENGINEER OF DESIGN AND ENVIRONMENT	

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-06

Project Name: 2019 Trenchless Long Lining Repairs Project				Engineer's Estimate City Engineering Division		Insituform Technologies USA, LLC 17988 Edison Avenue, Chesterfield, MO 63005 PH: 636-530-8000 FAX: 636-898-5094 Charlse R. Gordon, Pres. Janet Hass jhass@aegion.com		Hoerr Construction, Inc. 1416 Country Road 220N PO Box 65 PH: 309-691-6653 FAX: 309-508-7990 Max P. Hoerr II, Pres. info@hoerr.com		SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 PH: 636-385-1000 FAX: 636-385-1100 Boyd Hirtz, Vice Pres. bidcippc@sakcon.com	
Project Number: 2019-28											
Bid Date: June 5, 2019											
Time: 10:00 A.M.											
Fund: Storm Water & Sewer Funds											
Organization Code:											
Object Code:											
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	SANITARY SEWER LINER, 8 INCH	5,775	FOOT	\$23.00	\$132,825.00	\$21.50	\$124,162.50	\$24.20	\$139,755.00	\$24.50	\$141,487.50
2	SANITARY SEWER LINER, 10 INCH	3,286	FOOT	\$28.00	\$92,008.00	\$21.50	\$70,649.00	\$26.40	\$86,750.40	\$26.25	\$86,257.50
3	SANITARY SEWER LINER, 12 INCH	3,497	FOOT	\$31.00	\$108,407.00	\$34.25	\$119,772.25	\$31.60	\$110,505.20	\$43.50	\$152,119.50
4	SANITARY SEWER LINER, 18 INCH	597	FOOT	\$85.00	\$50,745.00	\$49.00	\$29,253.00	\$52.00	\$31,044.00	\$74.25	\$44,327.25
5	SANITARY SEWER LINER, 24 INCH	202	FOOT	\$100.00	\$20,200.00	\$112.00	\$22,624.00	\$97.00	\$19,594.00	\$117.00	\$23,634.00
6	STORM SEWER LINER, 30 INCH	230	FOOT	\$180.00	\$41,400.00	\$150.00	\$34,500.00	\$147.00	\$33,810.00	\$127.00	\$29,210.00
7	STORM SEWER LINER, 36 INCH	80	FOOT	\$250.00	\$20,000.00	\$300.00	\$24,000.00	\$285.00	\$22,800.00	\$409.00	\$32,720.00
8	PROTRUDING LATERAL CUT-OUT	18	EACH	\$250.00	\$4,500.00	\$260.00	\$4,680.00	\$300.00	\$5,400.00	\$250.00	\$4,500.00
9	LATERAL REINSTATEMENT	410	EACH	\$50.00	\$20,500.00	\$1.00	\$410.00	\$100.00	\$41,000.00	\$50.00	\$20,500.00
10	FINAL PROJECT REPORT	1	LSUM	\$2,000.00	\$2,000.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00
11	CURED-IN-PLACE LINER TESTING	44	EACH	\$300.00	\$13,200.00	\$1.00	\$44.00	\$150.00	\$6,600.00	\$250.00	\$11,000.00
12	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
13	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	13,357	FOOT	\$6.00	\$80,142.00	\$6.00	\$80,142.00	\$3.60	\$48,085.20	\$4.50	\$60,106.50
14	INITIAL SEWER CLEANING AND VIDEO INSPECTION >24	310	FOOT	\$12.00	\$3,720.00	\$27.00	\$8,370.00	\$6.00	\$1,860.00	\$12.00	\$3,720.00
	TOTAL BIDS (AS CORRECTED)				\$629,647.00		\$559,506.75		\$588,203.80		\$649,832.25
	Percent Over Under ENGINEER'S ESTIMATE						-11.14%		-6.58%		3.21%


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

June 5, 2019
Date

Public Works

DATE: 6/6/2019

MEMO: 2019-64

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2019 Local Street Improvements, City Project 2019-25

SUMMARY RECOMMENDATION: Please see attached Council Memo 2019-64 and related documents.

ATTACHMENTS:

Description	Type
Council Memo 2019-64 Local Street Improvement Contract Award Dunn Co.	Cover Memo
Resolution Local Street Improvement Dunn Co Award Contract	Resolution Letter
Bid Tabulation 2019-25	Backup Material
Location Maps 2019-25	Backup Material

**Public Works Memorandum
NO. 2019-64**

DATE: June 6, 2019

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2019 Local Street Improvements, City Project 2019-25

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the 2019 Local Street Improvement Project, City Project 2019-25, to Dunn Company, A Division of Tyrolt, Inc as the lowest, responsible bidder in the amount of \$1,881,564.88 and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

May 6, 2019 – Council approved a motion for the 2019 proposed motor fuel tax project locations.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately 1/2 of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on their current and historical condition, and surface type (i.e. brick, concrete, asphalt, etc.). This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City's yearly street improvement program. The City Council has required that Local Motor Fuel Tax funds should only be used on residential streets. Staff then determines what type of improvement would be appropriate for each street.

Project Description

The 2019 Local Street Improvement project will perform asphalt milling and overlay work along streets that have surface distresses where replacing the surface will help prevent costlier repairs in the future. In total, 6.67 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project.

The proposed street list for Street Improvement is as follows (see attached location maps):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
Central Ave.	End of Street	Warren St.	Mill & Overlay	500	0.19
Warren St.	Central Ave.	King St.	Mill & Overlay	355	0.13
Division St.	34 th St.	35 th St.	Full Depth Asphalt Reconstruct	430	0.16
Wood St.	Jasper St.	22 nd St.	Mill & Overlay	3888	1.47
Wellington Way	Portage Pl.	Woodford St.	Mill & Overlay	981	0.37
Division St.	24 th St.	27 th St.	Mill & Overlay	1336	0.51
33 rd St.	Division St.	Faries Pkwy.	Mill & Overlay	1300	0.49
			Total Length	8,790	3.32

In addition to the paving on these streets, a median will be removed and replaced with a left turn lane on Martin Luther King Jr. Drive at King Street. There will also be concrete and asphalt patching done on various miscellaneous streets to repair base failures. There will also be concrete work including sidewalk curb ramps, curb and gutter, and catch basin work.

Wood Street has approximately 72 partial lead water services that will be replaced as part of this project before Wood Street is repaved.

Letting Results

The project scope and specifications were prepared by the Engineering Division. The project was advertised on May 15, 2019, and bids were opened on June 5, 2019. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Base Bid Price</u>	<u>Sum of Alternate Bids</u>	<u>Total Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Dunn Company	\$1,741,065.96	\$140,498.92	\$1,881,564.88	1.00%
Engineer's Estimate	\$1,738,623.25	\$124,229.32	\$1,862,852.57	-----

Two contractors out of the three that attended the pre-bid meeting took out a bid package for the Local Street Improvement Project, and one (1) submitted a bid. Dunn Company provided the lowest responsible bid at 1.00% above the engineer's estimate. The sum of alternate bid prices is for work associated with Wellington Way, Division Street from 24th to 27th Street, and 33rd Street, which were listed as alternates separately in case bid prices came in favorably. Since the bid prices came in low enough, the alternate bid streets will be a part of this project and the total bid price will be awarded as part of this contract. Dunn Company has successfully completed many jobs of this type for the City.

As part of the letting process, the contractors were asked to provide a price for hot-mix asphalt (Alternate D), which uses a “recycling agent” that is made with organic oil produced by ADM. This “special” asphalt would be used on half of the street paving to give comparable sections to determine how well it performs. Dunn Company provided a price equal to that of standard hot-mix asphalt.

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

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

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

Subcontracting is not a requirement for City Projects. Dunn Company will self-perform 52.41% of the contract and subcontract out the other 47.59% with 9.42% being performed by Minority Business Enterprises (MBE). Dunn Company has provided documentation showing contact made with multiple minority contractors for each type of subcontracted work not being done by an MBE. A good faith effort was made to comply with the goals.

SCHEDULE:

Following approval of the contract by the City Council, work on this project shall begin after a “Notice to Proceed” has been issued from the City. The 2019 Local Street Improvement project is scheduled to be complete by September 27, 2019.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project will come from the Local Motor Fuel Tax Fund, the Water Fund, Sanitary Sewer Fund, and the Storm Sewer Fund. Water service replacements and valve box replacements will be funded from the Water Fund (\$366,728.97). Sanitary sewer manhole replacements will be funded from the Sewer Fund (\$48,400.00). Catch basin reconstructions will be funded from the Storm Sewer Fund (\$22,715.00). It is proposed that a total project expenditure of \$1,881,564.88 be authorized which includes \$1,443,720.91 of Local Motor Fuel Tax and the amounts from the other funds listed. These amounts represent the low bid amount of \$1,881,564.88.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

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

INPUT FROM OTHER SOURCES: None

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

This memorandum was prepared by Griffin Enyart, Assistant City Engineer.

LEGAL REVIEW: The project plans and specifications were forwarded to Legal and approved for bidding May 13, 2019.

Attach: 4

cc: Dunn Company

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH DUNN COMPANY, A DIVISON OF TYROLT, INC. FOR
2019 LOCAL STREET IMPROVEMENT PROJECT
CITY PROJECT 2019-25**

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

Section 1. That the tabulation of bids received for City Project 2019-25, 2019 Local Street Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Dunn Company, A Division of Tyrolt, Inc. in the amount of \$1,881,564.88 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 Dunn Company, A Division of Tyrolt, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$1,881,564.88.

PRESENTED and ADOPTED this 17th day of June 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2019 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

CITY PROJECT 2019-25

May 2019

a project of the



**CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR

2019 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT

Julie Moore Wolfe, Mayor

Rodney Walker

Bill Faber

David Horn

Pat McDaniel

Lisa Gregory

Chuck Kuhle

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

CITY OF DECATUR
2019 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT

CITY PROJECT 2019-25

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:30 A.M., Wednesday, June 5, 2019**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2019 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT CITY PROJECT 2019-25

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

The placement of approximately 3,500 tons of Hot-Mix Asphalt on various streets in the City of Decatur. There will also be about 2,000 feet of curb and gutter, 11,500 square feet of sidewalk, 5,000 square yards of Class D patches. Approximately 78 water services will need to be replaced prior to pavement restoration. A median will be converted to a concrete turn lane with some Class B patch quantity. A light pole will also be relocated. There will be alternate bids for additional streets totaling an additional 1,000 tons of Hot-Mix Asphalt if all parts of all alternate streets are chosen. The work includes pavement removal, utility adjustments, thermoplastic pavement marking, traffic control, landscaping, and other related work items.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON WEDNESDAY, MAY 22, 2019, AT 1:30 P.M. IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturbblue.com	City of Decatur
Plans & Portals	Engineering Division
Public Projects	#1 Gary K. Anderson Plaza
DFS Public Plan Room	Decatur, Illinois 62523

ADVERTISEMENT FOR BIDS

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

(1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,

(2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

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

REJECTION OF BIDS:

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

May 15, 2019
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2019 Local Motor Fuel Tax Street Improvement Project**

City Project No.: **2019-25**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

The City of Decatur maintains City project information on the City's web site at [www.decaturlil.gov/Departments/Public Works /Contractor Project Bid Information](http://www.decaturlil.gov/Departments/Public%20Works/Contractor%20Project%20Bid%20Information). It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

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

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

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

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

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

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;

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

- (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;
- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

BID PROPOSAL
RETURN WITH BID

For Construction of: **2019 Local Motor Fuel Tax Street Improvement Project**

City Project No.: **2019-25**

Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
<u>ADDENDUM # 1</u>	<u>05-30-19</u>	<u>WJ</u>
<u>ADDENDUM # 2</u>	<u>06-03-19</u>	<u>WJ</u>
_____	_____	_____
_____	_____	_____

The undersigned Bidder expressly agrees to the following provisions:

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

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

SUBCONTRACTOR	TYPE OF WORK
1. <u>ANDERSON BACKHOE SERVICE, INC.</u>	<u>DEMO & EXCAVATION</u>
2. <u>SMOODIE'S TRUCKING, INC.</u>	<u>TRUCKING</u>
3. <u>JAMES COX TRUCKING, INC.</u>	<u>TRUCKING</u>
4. <u>BURDICK PUMPING & HEATING</u>	<u>UNDERGROUND UTILITIES</u>
5. <u>BODINE ELECTRIC</u>	<u>ELECTRICAL</u>
6. <u>VARSITY STRIPING</u>	<u>THERMOPLASTIC PAVEMENT MARKING</u>
7. <u>MALINCO ENTERPRISES, LLC</u> (BURDICK PUMPING & HEATING SUB)	<u>EXCAVATION & TRUCKING</u>
8. <u>KINNEY CONTRACTORS</u>	<u>CONCRETE</u>

2019 Local Motor Fuel Tax
Street Improvement Project
City Project 2019-25
May 30, 2019

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2019 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2019-25
DATED MAY 30, 2019**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated May 30, 2019, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on April 18, 2018.

AD-1-3 SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS

- 3.01 The following shall be ~~removed~~ and **added** from Basis of Payment in Special Provision 20 (SP-20) in the project book.

Basis of Payment: All labor and materials necessary to comply with this special provision will be paid for at the contract unit price per ~~TON~~ **CUBIC YARD** for TRENCH BACKFILL.

- 3.02 The following shall be ~~removed~~ and **added** from the first paragraph of the Description of Special Provision 21 (SP-21) in the project book.

Description: This work will consist of replacing water services and curb stop with box per the specifications, drawings and City of Decatur Construction Standards (#4040) from the existing corporation cock and connecting to the existing service line at the curb stop. The new water service lines be 1 inch in diameter and shall connect to the existing water service and corporation cock, which may be smaller than 1 inch. The contractor shall coordinate ~~relocation~~ **replacement** of the service with the property owner for a minimal disruption of service. **The contractor shall help property owners if disruption of service causes lower water pressure, due to debris in their water line or facilities, after the service has been restored.** If the corporation cock is in bad condition, as determined by the Engineer, that will have to be replaced as well.

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

END OF ADDENDUM NO. 1

City Engineer:  Date: 5/30/2019

Pre-bid Meeting Minutes
for
2019 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

CITY PROJECTS 2019-25

Public Works Conference Room
1:30 p.m., Wednesday, May 22, 2019

I. Introduction

Introductions by Griffin Enyart, Assistant City Engineer. This is a mandatory pre-bid meeting. Only those bidders who are listed on the attendance sheet will be allowed to bid on the project.

II. Project Review

The Project consists of milling and overlaying Wood Street from Jasper to 22nd Street. There are a considerable number of water services that will need replaced before paving work is done on Wood Street. There is also mill and overlay work on Central Avenue and Warren Street, as well as a new left turn lane on MLK Jr. Drive, in the area of the new Community Care Campus. One block of Division Street will be reconstructed with full depth asphalt and aggregate base. There will also be sidewalk and curb work, utility adjustments, class B and D patches, and pavement striping.

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Discussion by Paul Caswell, City Engineer)

A. Policy

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

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

2. The Contractor shall put forward good faith efforts to “actively and aggressively” seek the participation of MBE or minority workers. Discuss options to assist in “actively and aggressively” seeking this participation.

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

3. The City’s expectation of what will be required to demonstrate a Good Faith Effort.

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

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

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

The City tracks this goal through ePrismSoft and prevailing wage reports when required.

IV. Other Items

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

V. Questions

Are you supposed to list subcontractors of subcontractors on the contractor utilization statement?
Yes.

Do you have to have signatures of you sub-contractors before the bid opening? *The bidder should make an effort to get all sub-contractor signatures before submitting their bid.*

Does the City keep a list of active MBE's? *No.*

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

Pre-Bid Sign-In Sheet

2019 Local Motor Fuel Tax Street Improvement Project
City Project 2019-25

May 22, 2019 @ 1:30 P.M., Public Works Conference Room

Name Email Address	Representing	Phone Number Fax Number	In Person (P) Conference Call (C)
1) Paul Coswell Email: pcaswell@decaturil.gov	City	404-252-7777	P + C
2) Rex Dummermuth Email: RDUMMERMUTH@DECATURIL.GOV	CITY		P X C
3) Darin Lippold Email: Lippold@duanco.com	Duran	217-429-4444 217-429-7917	P X C
4) Tiffany CRAW Email: tiffany.craw@duanco.com	Duran	217-429-4444 217-429-7917	P X C
5) Jeff Burdick Email: jeff@burdickplumbing.com	Burdick	217-429-2385 S S	P X C
6) Griffin Enyart Email: genyart@decaturil.gov	City of Decatur		P X C
7) Katy Kinney Email: kinney@roadbuilder.net	Kinney Contractor		P C X
8)			P C
9)			P C
10)			P C
11)			P C
12)			P C
13)			P C
14)			P C
15)			P C

2019 Local Motor Fuel Tax
Street Improvement Project
City Project 2019-25
June 3, 2019

ADDENDUM NO. 2

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2019 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2019-25
DATED JUNE 3, 2019**

AD-1-1 NOTICE

- 1.01 This Addendum No. 2 dated June 3, 2019, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Replace page 19 of the Bid Proposal with the one attached. It changes the pay unit for HOT MIX ASPHALT SURFACE REMOVAL 1 1/2 INCH under ALTERNATE A to SQ YD from TON.

Please make the proper acknowledgment of **addenda #2** on page 15 of your bidding documents.

END OF ADDENDUM NO. 2

City Engineer:  Date: 6/3/2019

BID PROPOSAL – ADDENDA NO. 2**RETURN WITH BID****CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS****for****2019 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2019-25**

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	270.00		
35200600	EARTH EXCAVATION	CU YD	183.15		
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	9020.05		
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	112.11		
40600990	TEMPORARY RAMP	SQ YD	467.80		
40603080	HOT-MIX ASPHALT BINDER COURSE, IL- 19, N50	TON	184.61		
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	2948.30		
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	51.90		
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	10758.10		
42400800	DETECTABLE WARNINGS	SQ FT	470.00		
44000100	PAVEMENT REMOVAL	SQ YD	1098.89		
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	SQ YD	2889.77		
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3 INCH	SQ YD	16055.90		
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	101.90		
44000300	CURB REMOVAL	FOOT	285.00		
44000600	SIDEWALK REMOVAL	SQ FT	10231.10		
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVE AND REPLACE	FOOT	1641.00		
44003100	MEDIAN REMOVAL	SQ FT	1224.00		
44200994	CLASS B PATCHES, TYPE II, 12 INCH	SQ YD	84.70		

BID PROPOSAL – ADDENDA NO. 2

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
44201000	CLASS B PATCHES, TYPE IV, 12 INCH	SQ YD	222.20		
44201297	DOWEL BARS, 1 INCH	EACH	124.00		
44213200	SAWCUTS	FOOT	2398.00		
44213202	TIE BARS, 1 INCH	EACH	158.00		
44201705	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	80.90		
44201709	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	273.30		
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	3993.60		
56500600	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	EACH	2.00		
60254300	CATCH BASIN TO BE RECONSTRUCTED WITH NEW TYPE 15 FRAME AND LID	EACH	7.00		
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	14.00		
60300350	MANHOLE FRAMES TO BE ADJUSTED	EACH	7.00		
60300405	VALVE BOX FRAMES TO BE ADJUSTED	EACH	2.00		
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	EACH	4.00		
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	85.00		
70300100	SHORT TERM PAVEMENT MARKING	FOOT	389.00		
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	129.60		
78000100	THERMOPLASTIC PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	124.80		
78000400	THERMOPLASTIC PAVEMENT MARKING, 6 INCH	FOOT	6656.80		
78000600	THERMOPLASTIC PAVEMENT MARKING, 12 INCH	FOOT	180.00		
78000650	THERMOPLASTIC PAVEMENT MARKING, 24 INCH	FOOT	58.00		
81400100	HANDHOLE	EACH	1.00		
88600100	DETECTOR LOOP, TYPE I	FOOT	491.00		

BID PROPOSAL – ADDENDA NO. 2

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
X0001000	PCC SIDEWALK WALL	FOOT	50.00		
X3510140	AGGRAGATE BASE COURSE, SPECIAL	TON	375.45		
X4420001	CLASS D PATCH FOR WATER SERVICE, 5 INCH	SQ YD	200.00		
X5620001	1" COPPER WATER SERVICE, BORED	FOOT	1804.00		
X5620010	DISCONNECT WATER SERVICE	EACH	3.00		
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	EACH	72.00		
X5650002	CORPORATION STOP REPLACE	EACH	10.00		
X8140001	HANDHOLE IN ROADWAY	EACH	1.00		
X8300001	REMOVE AND RELOCATE LIGHT POLE	EACH	1.00		
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1.00	<u>\$100,000.00</u>	<u>\$100,000.00</u>
				TOTAL BASE BID	

ALTERNATE BID A (WELLINGTON WAY)

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	1182.60		
40600982	HOT MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	12.00		
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	220.75		
44000155	HOT MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	SQ YD	2628.00		
				TOTAL ALT A BID	

BID PROPOSAL – ADDENDA NO. 2

ALTERNATE BID B (DIVISION ST.)

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	1170.00		
40600982	HOT MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	8.00		
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	218.40		
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	206.50		
42400800	DETECTABLE WARNINGS	SQ FT	20.00		
44000155	HOT MIX ASPHALT SURFACE REMOVAL, 1-1/2 INCH	SQ YD	2600.00		
44000600	SIDEWALK REMOVAL	SQ FT	181.50		
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	57.60		
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	EACH	2.00		
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	FOOT	2600.00		
TOTAL ALT B BID					

ALTERNATE BID C (33RD ST.)

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
40600290	BITUMINOUS MATERIAL (TACK COAT)	LBS	1230.00		
40600982	HOT MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	9.00		
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	229.60		
44000155	HOT MIX ASPHALT SURFACE REMOVAL, 1-1/2 INCH	SQ YD	2733.33		
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	2.00		
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	FOOT	2460.00		
TOTAL ALT C BID					

BID PROPOSAL – ADDENDA NO. 2

ALTERNATE BID D (HMA WITH RECYCLING AGENT)*

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>UNIT PRICE DIFFERENCE OVER/(UNDER)</u>
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OPTION 1

X4063310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50, SPECIAL	TON	_____
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*Insert the price difference per ton compared to 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50.
If the Contractor does not wish to use a recycling agent, leave Alternate Bid D blank.

DATE June 3, 2019(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

87-0901663Business Address &
E-mail Address(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail AddressesNames of All Members of
Firm(If a Corporation)
Corporate NameDUNN COMPANY, A
DIVISION OF TYROLT, INC

(SEAL)

By:

David W. TyroltDAVID W. TYROLT, Vice PresidentBusiness Address &
E-mail Addresses724 N. MERCEER STREET
DECATUR, IL 62522david.tyrolt@dunnco.com
dunn.b@dunnco.com

Names of Officers

DAVID W. TYROLT

President

ROBERT E. DUNN

Secretary

DAVID M. PECK

Treasurer

Attest:

Robert E. Dunn
ROBERT E. DUNN, Secretary

BID PROPOSAL – ADDENDA NO. 2

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

**for
2019 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2019-25**

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	270.00	\$ 51.70	\$ 13,959.00
35200600	EARTH EXCAVATION	CU YD	183.15	\$ 33.00	\$ 6,043.95
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	9020.05	\$ 0.70	\$ 6,314.04
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	112.11	\$ 39.00	\$ 4,372.29
40600990	TEMPORARY RAMP	SQ YD	467.80	\$ 15.60	\$ 7,297.68
40603080	HOT-MIX ASPHALT BINDER COURSE, IL- 19, N50	TON	184.61	\$ 106.40	\$ 19,642.50
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	2948.30	\$ 111.50	\$ 328,735.45
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	51.90	\$ 88.00	\$ 4,567.20
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	10758.10	\$ 13.20	\$ 142,006.92
42400800	DETECTABLE WARNINGS	SQ FT	470.00	\$ 38.50	\$ 18,095.00
44000100	PAVEMENT REMOVAL	SQ YD	1098.89	\$ 6.60	\$ 7,252.67
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	SQ YD	2889.77	\$ 4.25	\$ 12,281.52
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3 INCH	SQ YD	16055.90	\$ 4.75	\$ 76,269.93
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	101.90	\$ 20.35	\$ 2,073.67
44000300	CURB REMOVAL	FOOT	285.00	\$ 16.50	\$ 4,702.50
44000600	SIDEWALK REMOVAL	SQ FT	10231.10	\$ 3.00	\$ 30,693.30
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVE AND REPLACE	FOOT	1641.00	\$ 59.40	\$ 97,475.40
44003100	MEDIAN REMOVAL	SQ FT	1224.00	\$ 7.15	\$ 8,751.60
44200994	CLASS B PATCHES, TYPE II, 12 INCH	SQ YD	84.70	\$ 192.50	\$ 16,304.75

BID PROPOSAL – ADDENDA NO. 2

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
44201000	CLASS B PATCHES, TYPE IV, 12 INCH	SQ YD	222.20	<u>\$181.50</u>	<u>\$40,329.30</u>
44201297	DOWEL BARS, 1 INCH	EACH	124.00	<u>\$19.80</u>	<u>\$2,455.20</u>
44213200	SAWCUTS	FOOT	2398.00	<u>\$5.50</u>	<u>\$13,189.00</u>
44213202	TIE BARS, 1 INCH	EACH	158.00	<u>\$16.50</u>	<u>\$2,607.00</u>
44201705	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	80.90	<u>\$79.10</u>	<u>\$6,399.19</u>
44201709	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	273.30	<u>\$68.25</u>	<u>\$18,652.73</u>
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	3993.60	<u>\$63.95</u>	<u>\$255,390.72</u>
56500600	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	EACH	2.00	<u>\$550.00</u>	<u>\$1,100.00</u>
60254300	CATCH BASIN TO BE RECONSTRUCTED WITH NEW TYPE 15 FRAME AND LID	EACH	7.00	<u>\$3,245.00</u>	<u>\$22,715.00</u>
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	14.00	<u>\$3,025.00</u>	<u>\$42,350.00</u>
60300350	MANHOLE FRAMES TO BE ADJUSTED	EACH	7.00	<u>\$2,750.00</u>	<u>\$19,250.00</u>
60300405	VALVE BOX FRAMES TO BE ADJUSTED	EACH	2.00	<u>\$2,750.00</u>	<u>\$5,500.00</u>
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	EACH	4.00	<u>\$2,915.00</u>	<u>\$11,660.00</u>
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	85.00	<u>\$48.40</u>	<u>\$4,114.00</u>
70300100	SHORT TERM PAVEMENT MARKING	FOOT	389.00	<u>\$0.85</u>	<u>\$330.65</u>
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	129.60	<u>\$2.30</u>	<u>\$298.08</u>
78000100	THERMOPLASTIC PAVEMENT MARKING, LETTERS AND SYMBOLS	SQ FT	124.80	<u>\$7.15</u>	<u>\$892.32</u>
78000400	THERMOPLASTIC PAVEMENT MARKING, 6 INCH	FOOT	6656.80	<u>\$1.75</u>	<u>\$11,649.40</u>
78000600	THERMOPLASTIC PAVEMENT MARKING, 12 INCH	FOOT	180.00	<u>\$3.50</u>	<u>\$630.00</u>
78000650	THERMOPLASTIC PAVEMENT MARKING, 24 INCH	FOOT	58.00	<u>\$6.88</u>	<u>\$399.04</u>
81400100	HANDHOLE	EACH	1.00	<u>\$2,450.00</u>	<u>\$2,450.00</u>
88600100	DETECTOR LOOP, TYPE I	FOOT	491.00	<u>\$45.34</u>	<u>\$22,261.94</u>

BID PROPOSAL – ADDENDA NO. 2

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
X0001000	PCC SIDEWALK WALL	FOOT	50.00	<u>\$60.50</u>	<u>\$3,025.00</u>
X3510140	AGGRAGATE BASE COURSE, SPECIAL	TON	375.45	<u>\$42.00</u>	<u>\$15,768.90</u>
X4420001	CLASS D PATCH FOR WATER SERVICE, 5 INCH	SQ YD	200.00	<u>\$165.73</u>	<u>\$33,146.00</u>
X5620001	1" COPPER WATER SERVICE, BORED	FOOT	1804.00	<u>\$82.50</u>	<u>\$148,830.00</u>
X5620010	DISCONNECT WATER SERVICE	EACH	3.00	<u>\$1,375.00</u>	<u>\$4,125.00</u>
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	EACH	72.00	<u>\$1,677.50</u>	<u>\$120,780.00</u>
X5650002	CORPORATION STOP REPLACE	EACH	10.00	<u>\$1,100.00</u>	<u>\$11,000.00</u>
X8140001	HANDHOLE IN ROADWAY	EACH	1.00	<u>\$4,915.41</u>	<u>\$4,915.41</u>
X8300001	REMOVE AND RELOCATE LIGHT POLE	EACH	1.00	<u>\$8,017.11</u>	<u>\$8,017.11</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1.00	<u>\$100,000.00</u>	<u>\$100,000.00</u>

TOTAL
BASE BID \$1,741,065.96

ALTERNATE BID A (WELLINGTON WAY)

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	1182.60	<u>\$0.70</u>	<u>\$827.82</u>
40600982	HOT MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	12.00	<u>\$39.00</u>	<u>\$468.00</u>
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	220.75	<u>\$111.50</u>	<u>\$24,613.63</u>
44000155	HOT MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	SQ YD	2628.00	<u>\$4.25</u>	<u>\$11,169.00</u>

TOTAL
ALT A BID \$37,078.45

BID PROPOSAL – ADDENDA NO. 2

ALTERNATE BID B (DIVISION ST.)

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	1170.00	\$ 0.70	\$ 819.00
40600982	HOT MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	8.00	\$ 39.00	\$ 312.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	218.40	\$ 111.50	\$ 24,351.60
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	206.50	\$ 13.20	\$ 2,725.80
42400800	DETECTABLE WARNINGS	SQ FT	20.00	\$ 38.50	\$ 770.00
44000155	HOT MIX ASPHALT SURFACE REMOVAL, 1-1/2 INCH	SQ YD	2600.00	\$ 4.25	\$ 11,050.00
44000600	SIDEWALK REMOVAL	SQ FT	181.50	\$ 3.00	\$ 544.50
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	57.60	\$ 63.95	\$ 3,683.52
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	EACH	2.00	\$ 2,915.00	\$ 5,830.00
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	FOOT	2600.00	\$ 1.75	\$ 4,550.00

TOTAL
ALT B BID

\$ 54,636.42

ALTERNATE BID C (33RD ST.)

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
40600290	BITUMINOUS MATERIAL (TACK COAT)	LBS	1230.00	\$ 0.70	\$ 861.00
40600982	HOT MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	9.00	\$ 39.00	\$ 351.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	229.60	\$ 111.50	\$ 25,600.40
44000155	HOT MIX ASPHALT SURFACE REMOVAL, 1-1/2 INCH	SQ YD	2733.33	\$ 4.25	\$ 11,616.65
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	2.00	\$ 3,025.00	\$ 6,050.00
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	FOOT	2460.00	\$ 1.75	\$ 4,305.00

TOTAL
ALT C BID

\$ 48,784.05

BID PROPOSAL – ADDENDA NO. 2

ALTERNATE BID D (HMA WITH RECYCLING AGENT)*

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>UNIT PRICE DIFFERENCE OVER/(UNDER)</u>
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OPTION 1

X4063310 HOT MIX ASPHALT SURFACE COURSE, TON
MIX "C", N50, SPECIAL

\$0.00

(No additional charge.)

*Insert the price difference per ton compared to 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50.
If the Contractor does not wish to use a recycling agent, leave Alternate Bid D blank.



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	June 4, 2019	Project Title:	2019 Local Motor Fuel Tax Improvement Project
Total Contract Value:	\$1,741,065.96 (Base Bid)	Project Number:	2019-25

Section I: Prime Contractor Information

Prime Contractor: Dunn Company, A Division of Tyrolt, Inc.

Address: 724 N. Mercer Street
Decatur, IL 62522

Phone: 217-429-4444

Contact Person: David W. Tyrolt

Email: david.tyrolt@dunnco.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Anderson Backhoe Service, Inc.	MBE	\$106,219.85	6.10%	Demo & Excavation
Smoodie's Trucking, Inc.	MBE	\$6,480.00	0.37%	Trucking
James Cox Trucking, Inc.	MBE	\$6,480.00	0.37%	Trucking
Burdick Plumbing & Heating, Inc,	Non-MBE	\$319,790.00	18.37%	Underground Utilities
Bodine Electric	Non-MBE	\$34,230.13	1.97%	Electrical
Varsity Striping	Non-MBE	\$12,332.21	0.71%	Thermoplastic Pavement Markings
Continued On Next Page				
Totals		Continued	On Next Page	
If more subcontractors are utilized, please copy this form and attach the additional information.				

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
Continued On Next Page		

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



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	June 4, 2019	Project Title:	2019 Local Motor Fuel Tax Improvement Project	
Total Contract Value:	\$1,741,065.96 (Base Bid)	Project Number:	2019-25	

Section I: Prime Contractor Information

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Address: 724 N. Mercer Street
Decatur, IL 62522

Phone: 217-429-4444

Contact Person: David W. Tyrolt

Email: david.tyrolt@dunnco.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Marenco Enterprises, LLC.(Burdick Plumbing & Heating Sub.)	MBE	\$45,000.00	2.58%	Excavation & Trucking
Kinney Contractors	Non-MBE	\$298,007.00	17.12%	Concrete
Totals		\$828,539.19	47.59%	

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
D2K Traffic Safety, Inc.	Thermoplastic Pavement Markings	Was not lowest responsible quotation.
Precision Pavement Markings, Inc.	Thermoplastic Pavement Markings	Was not lowest responsible quotation.
Marenco Enterprises, LLC.	Demo & Excavation/ Trucking	Was not lowest responsible quotation.
Veya, Inc.	Concrete	Was not lowest responsible quotation.

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

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

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Please see attached minority outreach and requests for quotation documentation.		
If more firms were contacted, please copy this form and attach the additional information.		

Section V:

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

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

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



David W. Tyrolt, President
Signature of Prime Contractor

June 4, 2019

Date

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/ Certification Attesting of No Proposal
O	Community Outreach	AGCI Emerging Leaders, IDOT Seminar from Pam Symon	2/15/2018	Kristi Morell	In Person	Recruiting	N/A	Participated in seminar on DBE goals statewide and on individual projects, minority and female workforce goals on projects, Supportive Services, Trainees through the Illinois Community College system.
O	Community Outreach	Armar Washington/ Smoodie's Trucking	3/15/19 10:00 AM	David Tyrolt	In Person	Mentoring	N/A	Met with Armar Washington to discuss truck specifications and look at trucks.
O	Community Outreach	Armar Washington/ Smoodie's Trucking	4/17/19 1:00 PM	Tiffany Crow	In Person	Mentoring	N/A	Armar Washington in office to assist with how to file an Illinois Commerce Commission (ICC) application. We completed application and filed with the State of Illinois same day. Received ICC certificate. Signed trucking agreement with Dunn Company.
O	Community Outreach	Armar Washington/ Smoodie's Trucking	5/20/19 11:30 AM	Tiffany Crow	In Person	Mentoring	N/A	Armar Washington in office to help him create invoices for his billing and daily trucking tickets. Assisted him on how to invoice a company and the importance of record retention for his business.
O	Community Outreach	Armar Washington/ Smoodie's Trucking	3/8/19 12:00 PM	David Tyrolt	In Person	Recruiting	N/A	Met with Armar Washington, Jerime Hiser of Teamsters 916, and Courtney Carson of RCC to discuss opportunities for trucking companies. Discussed Independent Trucking Agreement, insurance requirements, information on setting up a truck, union requirements, and sample financial model.
O	Community Outreach	Black Chamber of Commerce Illinois	5/24/19 11:50 AM	Tiffany Crow	Email	RFQ	N/A	Sent email for MBE subcontractor referrals. Attended and participated in event. Advocated for mentor-protégé program and "how to" seminar for emerging contractors. Offered to assist in developing programs. Stayed after the event to network with minority contractors, workforce development resources, and City staff.
O	Community Outreach	City of Decatur	3/7/18 1:30 PM	David Tyrolt, Matt Naber, Tiffany Crow	In Person	Recruiting	N/A	Coordinated IDOT DBE outreach event in Decatur.
O	Community Outreach	Dana Goodrum of IDOT	5/2/2018	David Tyrolt	Email	Recruiting	N/A	Appeared before council to discuss good faith efforts, opportunities to expand minority participation on City projects including mentor-protégé program, and opportunities for minority businesses outside the City of Decatur.
O	Community Outreach	Decatur City Council Minority Business Enterprise study session	5/7/2018	David Tyrolt	In Person	Recruiting	N/A	Attended the study session to hear reporting on past efforts as well as future initiatives.
O	Community Outreach	Decatur City Council Minority Business Enterprise study session	4/9/2018	David Tyrolt	In Person	Recruiting	N/A	Conducted half day training on workforce diversity for entire Dunn Company leadership team.
O	Community Outreach	Dunn Company Diversity Training	3/1/19 8:00 AM	Dunn Company Leadership Team	In Person	Training	N/A	Conducted diversity training for all Dunn Company field personnel.
O	Community Outreach	Dunn Company Diversity Training	3/7/19 12:00 AM	Dunn Company field personnel	In Person	Training	N/A	

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
O	Community Outreach	Greater Decatur Black Chamber of Commerce	4/9/18 3:00 PM	David Tyrolt	In Person	Recruiting	N/A	Met with Anthony Walker and Tamara Fuller. Spoke with them about possible mentor-protégé program and "how to" seminars. Discussed subcontracting and trucking opportunities not only for projects with MBE goals, but also to work with us on an ongoing basis.
O	Community Outreach	Greater Decatur Black Chamber of Commerce	3/1/19 1:00 PM	David Tyrolt	In Person	Recruiting	N/A	Met with Bunky Slaw to discuss trucking opportunities. Discussed Independent Trucking Agreement, insurance requirements, information on setting up a truck, union requirements, and sample financial model.
O	Community Outreach	Greater Decatur Black Chamber of Commerce	5/24/19 11:53 AM	Tiffany Crow	Email	RFQ	N/A	Sent email for MBE subcontractor referrals.
O	Community Outreach	Greater Decatur Black Chamber of Commerce	5/31/19 12:16 PM	Tiffany Crow	Phone	RFQ	N/A	Called to follow up on any MBE referrals, and received no answer. Left a voicemail for Anthony Walker.
O	Community Outreach	Greater Decatur Black Chamber of Commerce	5/31/19 1:28 PM	Tiffany Crow	Email	RFQ	N/A	Received email from Tamarra Fuller stated she has solicited our request in their newsletter and social sites.
O	Community Outreach	Greg Green	6/8/2018	David Tyrolt	In Person	Recruiting	N/A	Greg Green has expressed interest in starting a trucking company. Met with Greg Green, Marvin Joyner, Jerime Hiser, and Courtney Carson to discuss. Provided our trucking agreement and discussed equipment requirements. Offered assistance in developing a business plan and obtaining financing. Offered reference on insurance. Looked at a Dunn Co. tandem as an example of setting up a truck.
O	Community Outreach	Greg Green	6/20/2018	David Tyrolt	Phone	Recruiting	N/A	Spoke with Greg on the phone. Greg has purchased a truck and is looking to move forward with his business. Set up meeting for 6/25/18 including Dunn Co. equipment manager. Provided reference for insurance.
O	Community Outreach	Greg Green	6/25/2018	David Tyrolt	In Person	Recruiting	N/A	Met with Greg Green, Marvin Joyner, and Greg Beyers (Dunn Co. Equipment Manager). Did a walk around with Greg's truck. Provided diagram for chip spreader hitch. Discussed installation for chip spreader hitch, pintle hitch, bed insulation, tarp, and asphalt lip. Provided referral to Thornton Welding. Continued meeting with Greg and Marvin. Discussed financial projections and provided sample financial model. Discussed cash flow. Provided referral to JL Hubbard Insurance and Bonds for insurance.
O	Community Outreach	Greg Green	6/25/2018	David Tyrolt	Phone	Recruiting	N/A	Called JL Hubbard to provide introduction to Greg Green.
O	Community Outreach	Greg Green	6/27/2018	David Tyrolt	Phone	Recruiting	N/A	Followed up with JL Hubbard on insurance quote to Greg Green.
O	Community Outreach	Greg Green	6/28/2018	David Tyrolt	Phone	Recruiting	N/A	Spoke with legal counsel to develop referral for legal services.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
O	Community Outreach	Greg Green	6/28/2018	David Tyrolt	Phone	Recruiting	N/A	Spoke with Greg about insurance quote and financial model. Indicated model needed additional consideration for tax consequences. Provided reference to May Cocagne and King for tax and accounting services. Provided referral for legal services.
O	Community Outreach	Greg Green	6/28/2018	David Tyrolt	Phone	Recruiting	N/A	Called May Cocagne and King to provide introduction to Greg Green.
O	Community Outreach	Herald & Review Newspaper	5/21/19 4:41 PM	Tiffany Crow	Advertising	Recruiting	N/A	Dunn Company placed ad requesting MBE quotes for specific scopes of work. Dates of Publication 05/22/19- 05/24/19.
O	Community Outreach	IDOT News and Networking event	5/24/2018	David Tyrolt	Email	Recruiting	N/A	Forwarded flier and invitation to event 5/31, 5:30-7:30 at Decatur Civic Center to Tim Gleason, Billy Tyus, Matt Newell, Griffin Enyart, and Paul Caswell of the City of Decatur; Pat West of Metro Decatur Black Chamber of Commerce; Anthony Walker and Tamarra Fuller of Greater Decatur Black Chamber of Commerce; Jerime Hiser and Dave Robinson of Teamsters 916; and Seth Brozio and Sue Montague of the Richland Community College Highway Construction Careers Training Program.
O	Community Outreach	Illinois Department of Transportation News and Networking event	5/25/2018	David Tyrolt	Email	Recruiting	N/A	Forwarded flier and invitation to Darrell Reynolds.
O	Community Outreach	Illinois Department of Transportation News and Networking event	5/31/2018	David Tyrolt	In Person	Recruiting	N/A	Attended event. Discussed opportunities for DBE outreach and development with IDOT and other attendees.
O	Community Outreach	Illinois Department of Transportation Today's Challenge Tomorrow's Reward Conference	3/27/2019	David Tyrolt	In Person	Networking	N/A	Attended IDOTS DBE conference. Interacted with Clayton Roth, Kensil Garnett, John Shrum, Mike Fish, Lakeisha Purchase, Velaria Senor, Pam Symon, and Omer Osman regarding MBE and WBE programs
O	Community Outreach	Illinois Department of Transportation Today's Challenge Tomorrow's Reward Conference	3/28/2019	David Tyrolt	In Person	Networking	N/A	Attended conference and received IDOT "Above and Beyond" award for outstanding efforts in cultivating MBE contractors and minority workforce. Interacted with Omer Osman, Pam Symon, Clayton Roth, and John Shrum.
O	Community Outreach	Jerime Hiser and Mike Peoples of Teamsters Local 916 and Courtney Carson of Urban League	1/12/2018	David Tyrolt	In Person	Recruiting	N/A	Discussed potential framework of mentor-protégé program for City of Decatur public works projects.
O	Community Outreach	Jerime Hiser, Teamsters Local 916	3/4/2018	David Tyrolt	In Person	Recruiting	N/A	Refined concept for City of Decatur mentor-protégé program in anticipation of proposal on 3/7/2017.
O	Community Outreach	Jerime Hiser, Teamsters Local 916	3/6/2018	David Tyrolt	In Person	Recruiting	N/A	Refined concept for City of Decatur mentor-protégé program in anticipation of proposal on 3/7/2017 to include Richland Highway Construction Careers Training Program graduates.
O	Community Outreach	Julie Moore, Mayor, City of Decatur	2/15/2018	David Tyrolt	In Person	Recruiting	N/A	Followed up on suggestion for mentor-protégé program for City of Decatur public works projects.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
O	Community Outreach	Leland Deviner	3/8/19 12:00 PM	David Tyrolt	In Person	Recruiting	N/A	Met with Leland Deviner, Jerrime Hiser of Teamsters-916, and Courtney Carson of RCC to discuss opportunities for trucking companies. Discussed Independent Trucking Agreement, insurance requirements, information on setting up a truck, union requirements, and sample financial model.
O	Community Outreach	Leland Deviner	6/3/19 8:30 AM	Tiffany Crow	In Person	Mentoring	N/A	Met with Leland Deviner in office. Went over Dunn Company trucking agreement and insurance requirements. Also printed off ICC application and explained the application process. Directed him to J.L. Hubbard & Bonds to start insurance coverage.
O	Community Outreach	Mark Tyus of Euroclydon	5/7/2018	David Tyrolt	In Person	Recruiting	N/A	After City Council meeting, engaged Mark Tyus to reiterate that we sought him out for the opportunity and offered assistance to help him become qualified to work not only for Dunn Company but with other contractors. Mark indicated he appreciated my reaching out and would be in touch to get together.
O	Community Outreach	Mark Tyus of Euroclydon	5/11/2018	David Tyrolt	In Person	Recruiting	N/A	Met Mark Tyus for lunch. Discussed Mark's background and business. Mark indicated he was investigating what he would need to do to expand his business. Elaborated importance and process to become signatory in a public work setting. Discussed insurance and bonding requirements. Discussed opportunities working for Dunn Company, other local contractors, and working on IDOT projects as a prime or subcontractor. Mark indicated his appreciation for the time and information and said he would be back in touch as he progresses.
O	Community Outreach	Metro Decatur Black Chamber of Commerce	4/16/18 7:00 PM	David Tyrolt	In Person	Recruiting	N/A	Met with Pat West and Tony Wilkins after Decatur City Council MBE study session. Discussed idea of "how to" seminar series followed by mentor-protégé program. Offered to assist in organizing these programs as well as to mentor. Conveyed opportunities for MBE's not only in Decatur but through IDOT's DBE program, and offered to coordinate and IDOT seminar.
O	Community Outreach	Metro Decatur Black Chamber of Commerce	4/16/18 7:30 PM	David Tyrolt	In Person	Recruiting	N/A	Met with Darrell Reynolds to volunteer to participate in the 4/27/2018 minority seminar at the Decatur Township office. Darrell put me on the agenda to speak.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
O	Community Outreach	Pat West of the Metro Decatur Black Chamber of Commerce	5/7/2018	David Tyrolt	In Person	Recruiting	N/A	After City Council meeting, I invited Pat to dinner. We discussed the lack of availability of minority contractors locally and statewide, our good faith efforts, our documentation, and potential "how to" seminars and mentor-protégé program. I said I would copy our good faith efforts documentation for her and offered to go through it with her. She said she would be out of town for some time and would come pick it up on her return. We mutually expressed appreciation for the discussion, and Pat indicated that we are "working together."
O	Community Outreach	Peoria Black Chamber of Commerce	5/28/19 9:19 AM	Tiffany Crow	Email	RFQ	N/A	Sent email for MBE subcontractor referrals. Called and spoke to Kenyatta. She verified that she received my email and that they would look at it Monday since they were in a middle of having a big event.
O	Community Outreach	Peoria Black Chamber of Commerce	5/31/19 12:10 PM	Tiffany Crow	Phone	RFQ	N/A	Ray has expressed an interest in starting a trucking business. Met with Ray, Jerime Hiser and Dave Robinson of Teamsters 916, and Courtney Carson of Springfield Urban League. Provided and discussed sample hired trucking agreement, discussed work opportunities, suggested equipment, discussed truck modifications required to haul hot mix asphalt, offered to speak with and/or provide letter to his banker, and offered to facilitate discussion with insurance agent. Ray indicated he currently owns trucks which would require disposition and the need to acquire a different truck. He also indicated he has had difficulty with insurance. He declined any current assistance but said he would be back in touch.
O	Community Outreach	Ray Howard	5/7/2018	David Tyrolt	In Person	Recruiting	N/A	I called him on 5-9-18 and discussed possible options for him to pursue in regards to his trucks he currently owns and possibly adding to his fleet with a tandem dump truck. I advised him of 3 to 4 locations that might be of some assistance for his needs.
O	Community Outreach	Ray Howard	5/9/2018	Greg Beyers	Phone	Recruiting	N/A	Spoke with Ray. He said he was working with his banker to build a business plan. I provided insight on revenue and cost projections. Ray said his banker would be calling me to discuss.
O	Community Outreach	Ray Howard	5/17/2018	David Tyrolt	Phone	Recruiting	N/A	After phone conversation with Tamarra, Anthony Walker, and Frank Bass, Tamarra came to Dunn Co. I put together a rudimentary financial model and we discussed. I emailed the model to her for her use. We discussed general business structure and options for going forward.
O	Community Outreach	Tamarra Fuller	6/12/2018	David Tyrolt	In Person	Recruiting	N/A	

Dunn Company MBE Participation Outreach
City of Decatur 2019 Local Motor Fuel Tax Improvement Project, City Project #2019-25

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
O	Community Outreach	Tamarra Fuller and Anthony Walker	5/2/2018	David Tyrolt	In Person	Recruiting	N/A	Tamarra has expressed interest in starting a trucking business. Showed her and Anthony a Dunn Company tandem axle dump and did walkaround to show modifications required to haul hot mix asphalt.
O	Community Outreach	Tamarra Fuller, Anthony Walker, and Frank Bass	5/25/2018	David Tyrolt	Phone	Recruiting	N/A	Anthony sent business plan for trucking company on 5/23. Call was to review the plan. Commended them on the effort put into developing the plan. Provided feedback on viability of model as presented, alternative business models, projected revenue and cost, management structure, and equipment selection. Team said they would confer and be back in touch after holiday weekend.
O	Community Outreach	Tamarra Fuller, Anthony Walker, and Frank Bass	6/1/2018	David Tyrolt	Phone	Recruiting	N/A	Received updated business plan. Called Anthony and provided feedback on revenue and cost projections. Anthony said he would revisit.
O	Community Outreach	Tamarra Fuller, Anthony Walker, and Frank Bass	6/12/2018	David Tyrolt	Phone	Recruiting	N/A	Had phone conversation about their business plan. Provided feedback.
O	Community Outreach	Tamarra Fuller, Anthony Walker, and Frank Bass	6/28/2018	David Tyrolt	Email	Recruiting	N/A	Reviewed iteration of their financial model. Provided feedback on their assumptions and suggested they get professional advice on taxes and insurance.
O	Community Outreach	Tamarra Fuller, Anthony Walker, and Frank Bass	6/29/2018	David Tyrolt	Email	Recruiting	N/A	Provided referral to J.L. Hubbard Insurance and Bonds.
W	Concrete	AAP Concrete	5/24/19 3:49 PM	Tiffany Craw	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	AAP Concrete	5/31/19 11:51 AM	Tiffany Craw	Phone	RFQ	No	Called and spoke to Mikel. He stated that AAP Concrete was "no longer is business."
W	Concrete	Areatha Construction Company, Inc.	5/24/19 3:46 PM	Tiffany Craw	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	Areatha Construction Company, Inc.	5/31/19 11:37 AM	Tiffany Craw	Phone	RFQ	No	Called phone number listed on ePrism. Recording stated, "phone not in service."
W	Concrete	Areatha Construction Company, Inc.	5/31/19 11:41 AM	Tiffany Craw	Phone	RFQ	No	Called new phone number that I found online, and spoke to Debbie. She stated that they will not be bidding on the project.
W	Concrete	Euroclydon, Inc.	5/24/19 3:33 PM	Tiffany Craw	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	Euroclydon, Inc.	5/31/19 11:56 AM	Tiffany Craw	Phone	RFQ	No	Called and spoke to Mark Tyus regarding RFQ that I emailed. We discussed Laborers collective bargaining agreement with Laborers Local 159. He asked to resend the RFQ email.
W	Concrete	Euroclydon, Inc.	5/31/19 12:02 PM	Tiffany Craw	Email	RFQ	No	Resent email RFQ per Mark Tyus phone conversation request.
W	Concrete	J&J Central Illinois Construction	5/24/19 3:52 PM	Tiffany Craw	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	J&J Central Illinois Construction	5/31/19 11:55 AM	Tiffany Craw	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left a voicemail message.
W	Concrete	J&J Central Illinois Construction	6/3/19 5:26 PM	Tiffany Craw	Phone	RFQ	No	Called again to follow up on RFQ email. No answer. Left another voicemail.
W	Concrete	J&J Central Illinois Construction	6/3/19 5:44 PM	Tiffany Craw	Phone	RFQ	No	Landon Jones returned my call. He stated that his associate was working on it. Gave a deadline extension to 1pm tomorrow.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Concrete	J&J Central Illinois Construction	6/4/19 1:04 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on 1PM quote extended deadline. No answer. Left a voicemail message.
W	Concrete	Sanchez Construction Services	5/24/19 3:43 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	Sanchez Construction Services	5/31/19 11:31 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to a gentleman. I didn't catch his name. He stated that they would not be bidding on the project at this time.
W	Concrete	Veya, Inc.	5/24/19 3:35 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for concrete subcontractor opportunity.
W	Concrete	Veya, Inc.	5/28/19 9:19 AM	Darin Lippolt	Email	RFQ	Yes	Set appointment to meet on 5/29/19 at 10AM on Martin Luther King Drive to discuss project and logistics.
W	Concrete	Veya, Inc.	5/29/19 10:00 AM	Darin Lippolt	In Person	RFQ	Yes	Met with Patrick Thompson. Drove thru project together and went over scope of work. He requested the removal RFQ also.
W	Concrete	Veya, Inc.	5/30/19 11:30 AM	Darin Lippolt	Phone	RFQ	Yes	Spoke to Patrick about curb and gutter specs.
W	Concrete	Veya, Inc.	6/3/19 1:35 PM	Darin Lippolt	Phone	RFQ	Yes	Spoke to Patrick about flagger and aggregate base. Extended quote deadline for him.
W	Concrete	Veya, Inc.	6/4/19 8:59 AM	Darin Lippolt	Phone	RFQ	Yes	Spoke to Patrick regarding project specifications.
W	Concrete	Veya, Inc.	6/4/19 10:37 AM	Darin Lippolt	Phone	RFQ	Yes	Spoke to Patrick and clarified scope of work.
W	Concrete	Veya, Inc.	6/4/19 11:53 AM	Darin Lippolt	Email	RFQ	Yes	Received bid proposal.
W	Demo & Excavation	A And J Scott Construction, Inc.	5/24/19 3:09 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	A And J Scott Construction, Inc.	5/31/19 11:15 AM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email.
W	Demo & Excavation	A And J Scott Construction, Inc.	6/3/19 2:13 PM	Tiffany Crow	Phone	RFQ	No	Called and found out that their number listed on ePrism is no longer their phone number. I was informed I had the wrong phone number.
W	Demo & Excavation	A And J Scott Construction, Inc.	6/3/19 2:17 PM	Tiffany Crow	Phone	RFQ	No	Searched online for new phone number. Called newer number that was provided, and phone was disconnected.
W	Demo & Excavation	Anderson Backhoe Service, Inc.	5/24/19 12:51 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	Anderson Backhoe Service, Inc.	5/28/19 10:10 AM	Darin Lippolt	In Person	RFQ	Yes	Melvin Anderson in office to discuss project.
W	Demo & Excavation	Anderson Backhoe Service, Inc.	5/30/19 1:27 PM	Darin Lippolt	Phone	RFQ	Yes	Spoke to Melvin regarding project. He will be in office on 05/31/19 at 8am to discuss project in greater detail.
W	Demo & Excavation	Anderson Backhoe Service, Inc.	5/31/19 7:58 AM	Darin Lippolt	In Person	RFQ	Yes	Melvin Anderson in office. Provided project copies, and had discussion on how work would potentially be executed.
W	Demo & Excavation	Anderson Backhoe Service, Inc.	6/4/19 9:23 AM	Darin Lippolt	Phone	RFQ	Yes	Spoke to Melvin regarding his quote status.
W	Demo & Excavation	Anderson Backhoe Service, Inc.	6/4/19 2:32 PM	Darin Lippolt	Phone	RFQ	Yes	Received quote.
W	Demo & Excavation	Humir Construction, Inc.	5/24/19 3:59 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	Humir Construction, Inc.	5/31/19 11:10 AM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Alfonso. He stated that the project was too far to bid on at this time with their current work load.
W	Demo & Excavation	Humir Construction, Inc.	5/31/19 11:20 AM	Tiffany Crow	Email	RFQ	No	Received decline email to bid on project.
W	Demo & Excavation	ICD Ironhorse, Inc.	5/24/19 3:07 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	ICD Ironhorse, Inc.	5/31/19 11:17 AM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. Left voicemail message.
W	Demo & Excavation	ICD Ironhorse, Inc.	6/3/19 2:22 PM	Tiffany Crow	Phone	RFQ	No	Called again to follow up on RFQ email. Left another voicemail message.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Demo & Excavation	Marenco Enterprises, LLC	5/24/19 2:57 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	Marenco Enterprises, LLC	5/28/19 6:34 PM	Tiffany Crow	Email	RFQ	Yes	Received email from Mirna stating she will be bidding on the trucking and demo & excavation RFQ's.
W	Demo & Excavation	Marenco Enterprises, LLC	6/3/19 9:00 AM	Tiffany Crow	In Person	RFQ	Yes	Mirna Willoughby in office to drop off demo and excavation quote.
W	Demo & Excavation	Marenco Enterprises, LLC	6/3/19 10:30 AM	Darin Lippolt	Email	RFQ	Yes	Sent Mirna email for two other items that we need a quote on since they are directly related to the work they already quoted.
W	Demo & Excavation	Marenco Enterprises, LLC	6/3/19 1:25 PM	Darin Lippolt	Phone	RFQ	Yes	Spoke to Doug Willoughby regarding quote.
W	Demo & Excavation	Marenco Enterprises, LLC	6/4/19 8:17 AM	Darin Lippolt	Email	RFQ	Yes	Received requested pricing for additional line items.
W	Demo & Excavation	Meccor Industries, Ltd.	5/24/19 2:56 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	Meccor Industries, Ltd.	5/31/19 11:20 AM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Jennifer. She stated that they will not be bidding at this time.
W	Demo & Excavation	Minilandscaping Co., Inc.	5/24/19 3:12 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	Minilandscaping Co., Inc.	5/31/19 11:04 AM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Thomas Pelmore. He will cannot bid at this time do to current commitments.
W	Electric	Bautista Electric Enterprises, Inc.	5/26/19 10:51 AM	Tiffany Crow	Email	RFQ	No	Sent email for electric subcontractor opportunity.
W	Electric	Bautista Electric Enterprises, Inc.	6/3/19 3:24 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left a voicemail message.
W	Electric	Bautista Electric Enterprises, Inc.	6/4/19 11:59 AM	Tiffany Crow	Phone	RFQ	No	Called again to follow up on RFQ email. No answer. Left another voicemail message.
W	Electric	Get Current Electrical Service	5/26/19 11:02 AM	Tiffany Crow	Email	RFQ	No	Sent email for electric subcontractor opportunity.
W	Electric	Get Current Electrical Service	6/3/19 3:08 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to RJ regarding RFQ email. He stated he has been very busy and had not reviewed it yet. Gave extension until 1 PM tomorrow so he could review it.
W	Electric	Get Current Electrical Service	6/4/19 1:19 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to RJ regarding quote extension status. Darrin was able to answer line item questions. RJ stated he couldn't get quote to us today, but might still send us something in the next week.
W	Electric	John Dunnigan	5/26/19 11:04 AM	Tiffany Crow	Email	RFQ	No	Sent email for electric subcontractor opportunity.
W	Electric	John Dunnigan	5/26/19 11:04 AM	Tiffany Crow	Email	RFQ	No	Received automatic email response that jddunning@uiuc.edu email was not valid.
W	Electric	John Dunnigan	5/28/19 9:27 AM	Bailey Haynes	Phone	RFQ	No	Called to get valid email address.
W	Electric	John Dunnigan	5/28/19 9:32 AM	Tiffany Crow	Email	RFQ	No	Resent email for electric subcontractor opportunity.
W	Electric	John Dunnigan	6/3/19 3:26 PM	Tiffany Crow	Phone	RFQ	No	Spoke to John Dunnigan and followed up on RFQ email. He stated he could not bid at this time since he will be out of town all of July.
W	Electric	Magnet Maintenance Electrical, LLC	5/26/19 10:58 AM	Tiffany Crow	Email	RFQ	No	Sent email for electric subcontractor opportunity.
W	Electric	Magnet Maintenance Electrical, LLC	6/3/19 3:13 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left a voicemail message.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Electric	Magnet Maintenance Electrical, LLC	6/3/19 3:20 PM	Tiffany Crow	Phone	RFQ	No	Troy Deen returned my call. He stated he was interested in bidding on the project. Gave an extension until 1PM tomorrow.
W	Electric	Magnet Maintenance Electrical, LLC	6/4/19 12:58 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Troy on quote status. He stated he couldn't get to it but wanted us to keep him in mind on future RFQ's.
W	Electric	Mundo Electric Company	5/26/19 11:06 AM	Tiffany Crow	Email	RFQ	No	Sent email for electric subcontractor opportunity.
W	Electric	Mundo Electric Company	6/3/19 3:16 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Mailbox was full and could not leave a message.
W	Electric	Mundo Electric Company	6/4/19 11:57 AM	Tiffany Crow	Phone	RFQ	No	Called again to follow up on RFQ email. No answer. Mailbox was full and could not leave a message.
W	Electric	New Frontier Electrical Construction, Inc.	5/26/19 10:54 AM	Tiffany Crow	Email	RFQ	No	Sent email for electric subcontractor opportunity.
W	Electric	New Frontier Electrical Construction, Inc.	6/3/19 3:18 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer, and did not receive a prompt or message to leave a voicemail message.
W	Electric	New Frontier Electrical Construction, Inc.	6/4/19 11:55 AM	Tiffany Crow	Phone	RFQ	No	Called again to follow up on RFQ email. No answer, and did not receive a prompt or message to leave a voicemail message.
W	Thermoplastic Pavement Markings	CSI 3000, Inc.	5/30/19 11:00 AM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	CSI 3000, Inc.	6/3/19 2:46 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Dulce. She mentioned that Rey was on a business call and she will have him call me back to let us know if they will be bidding on the project.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	5/28/19 11:24 AM	Tiffany Crow	Email	RFQ	Yes	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	5/30/19 10:31 AM	Tiffany Crow	Phone	RFQ	Yes	Called and spoke to Heidi regarding the RFQ that was emailed. She provided a different email address to send it to.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	5/30/19 10:42 AM	Tiffany Crow	Email	RFQ	Yes	Sent another email to a different email address for pavement markings subcontractor opportunity.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	5/30/19 11:02 AM	Tiffany Crow	Phone	RFQ	Yes	Dan Gurion called regarding RFQ that was emailed. He will look at project, and send follow up email.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	6/3/19 8:29 AM	Tiffany Crow	Email	RFQ	Yes	Resent Decatur Blue Print link to Dan for plans and quantities.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	6/3/19 8:50 AM	Tiffany Crow	Phone	RFQ	Yes	Dan Gurion called regarding Decatur Blue Print link. Walked him through step by step to the plans.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	6/3/19 11:37 AM	Tiffany Crow	Email	RFQ	Yes	Received quote.
W	Thermoplastic Pavement Markings	Days Asphalt Paving	5/26/19 9:03 AM	Bailey Haynes	Phone	RFQ	No	No email address listed on ePrism. Tried to call Robert Day for an email address. Phone number listed on ePrism was "not taking calls at this time".
W	Thermoplastic Pavement Markings	Maintenance Coatings Company	5/30/19 9:46 AM	Tiffany Crow	Phone	RFQ	No	Did a Google search and found new phone number. Spoke to Robert Day and he stated that he was "not interested" in bidding on project.
W	Thermoplastic Pavement Markings	Maintenance Coatings Company	5/30/19 9:49 AM	Tiffany Crow	Email	RFQ	No	Requested email address to send RFQ.
W	Thermoplastic Pavement Markings	Maintenance Coatings Company	5/30/19 9:49 AM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Thermoplastic Pavement Markings	Maintenance Coatings Company	6/3/19 2:43 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. Spoke to Jeff Schult. They will not be bidding at this time.
W	Thermoplastic Pavement Markings	Maintenance Coatings Company	6/3/19 2:51 PM	Tiffany Crow	Email	RFQ	No	Received email from Jeff Schult stating that they will not be bidding on the project.
W	Thermoplastic Pavement Markings	Marking Specialists Corporation	5/26/19 9:49 AM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	Marking Specialists Corporation	5/30/19 10:20 AM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Robert regarding RFQ. He provided another email address to resend it to.
W	Thermoplastic Pavement Markings	Marking Specialists Corporation	5/30/19 10:25 AM	Tiffany Crow	Email	RFQ	No	Sent another email to a different email address for pavement markings subcontractor opportunity.
W	Thermoplastic Pavement Markings	Marking Specialists Corporation	6/3/19 2:32 PM	Tiffany Crow	Phone	RFQ	No	Called and no answer. Left a voicemail message.
W	Thermoplastic Pavement Markings	Marking Specialists Corporation	6/4/19 11:40 AM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Robert. He stated project was not big enough for him to bid on.
W	Thermoplastic Pavement Markings	Metromex Contractors, Inc.	5/26/19 10:09 AM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	Metromex Contractors, Inc.	5/30/19 11:19 AM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. Spoke to Bruce. He provided a different email address to send it to.
W	Thermoplastic Pavement Markings	Metromex Contractors, Inc.	5/30/19 11:22 AM	Tiffany Crow	Email	RFQ	No	Sent RFQ email to for pavement markings to Bruce.
W	Thermoplastic Pavement Markings	Metromex Contractors, Inc.	5/30/19 11:32 AM	Tiffany Crow	Email	RFQ	No	Received decline email to bid on project.
W	Thermoplastic Pavement Markings	ML Group, LLC	5/26/19 9:37 AM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	ML Group, LLC	5/26/19 9:37 AM	Tiffany Crow	Email	RFQ	No	Received automatic response stating mlawrence@mlgroupinc.com is invalid.
W	Thermoplastic Pavement Markings	ML Group, LLC	5/26/19 9:40 AM	Tiffany Crow	Email	RFQ	No	Looked for another email address, and resent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	ML Group, LLC	5/26/19 9:40 AM	Tiffany Crow	Email	RFQ	No	Received automatic response stating that estimating@mlgroupinc.com is invalid. Looked for another email address online. Will call next business day.
W	Thermoplastic Pavement Markings	ML Group, LLC	5/28/19 9:37 AM	Bailey Haynes	Phone	RFQ	No	Bailey called and spoke to the receptionist to get another valid email address, and to see if they were interested in bidding on project. Receptionist provided new email address to send RFQ to.
W	Thermoplastic Pavement Markings	ML Group, LLC	5/28/19 9:37 AM	Tiffany Crow	Email	RFQ	No	Sent 3rd email attempt for pavement markings opportunity.
W	Thermoplastic Pavement Markings	ML Group, LLC	5/30/19 10:47 AM	Tiffany Crow	Email	RFQ	No	Called and spoke to Angela. She stated that they are going to decline to bid on project. Decline email to follow.
W	Thermoplastic Pavement Markings	ML Group, LLC	5/30/19 10:53 AM	Tiffany Crow	Email	RFQ	No	Received decline email to bid on project.
W	Thermoplastic Pavement Markings	Precision Pavement Markings, Inc.	5/26/19 9:42 AM	Tiffany Crow	Email	RFQ	Yes	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	Precision Pavement Markings, Inc.	5/30/19 10:14 AM	Tiffany Crow	Phone	RFQ	Yes	Spoke to Alma regarding RFQ. She is looking into it and will email back shortly.
W	Thermoplastic Pavement Markings	Precision Pavement Markings, Inc.	5/30/19 10:17 AM	Tiffany Crow	Email	RFQ	Yes	Received email from Alma stating that their estimator is looking into it.
W	Thermoplastic Pavement Markings	Precision Pavement Markings, Inc.	6/3/19 2:26 PM	Tiffany Crow	Phone	RFQ	Yes	Spoke to Alma regarding RFQ. She stated that they will not be quoting at this time, but will still double check.
W	Thermoplastic Pavement Markings	Precision Pavement Markings, Inc.	6/3/19 3:54 PM	Tiffany Crow	Email	RFQ	Yes	Received quote via email.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification
W	Thermoplastic Pavement Markings	Roy's Paving & Sealcoating Co.	5/30/19 11:08 AM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Carolina. She provided an email address to send RFQ to.
W	Thermoplastic Pavement Markings	Roy's Paving & Sealcoating Co.	5/30/19 11:13 AM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	Roy's Paving & Sealcoating Co.	6/3/19 2:50 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Fernando. He stated that they will not be being on the project.
W	Thermoplastic Pavement Markings	Roy's Paving & Sealcoating Co.	6/3/19 3:32 PM	Tiffany Crow	Email	RFQ	No	Received decline email to bid on project.
W	Trucking	Bigg G Transport LLC: Michael Goodwin	5/24/19 4:03 PM	Tiffany Crow	Email	RFQ	No	Sent email for trucking subcontractor opportunity.
W	Trucking	Bigg G Transport LLC: Michael Goodwin	5/29/19 2:53 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left voicemail.
W	Trucking	Bigg G Transport LLC: Michael Goodwin	5/30/19 9:14 AM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left voicemail.
W	Trucking	Bigg G Transport LLC: Michael Goodwin	5/31/19 11:02 AM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer.
W	Trucking	James Cox Trucking, Inc.	5/24/19 3:24 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for trucking subcontractor opportunity.
W	Trucking	James Cox Trucking, Inc.	5/28/19 11:18 AM	Tiffany Crow	Phone	RFQ	Yes	Called to follow up on RFQ email. No answer. Voicemail box was full so I could not leave message.
W	Trucking	James Cox Trucking, Inc.	5/29/19 9:38 AM	Tiffany Crow	Phone	RFQ	Yes	Called to follow up on RFQ email. No answer. Voicemail box was full so I could not leave message.
W	Trucking	James Cox Trucking, Inc.	5/29/19 2:03 PM	Tiffany Crow	Phone	RFQ	Yes	James Cox returned missed call. He will be in the office today to submit trucking quote.
W	Trucking	James Cox Trucking, Inc.	5/29/19 2:31 PM	Tiffany Crow	Email	RFQ	Yes	Received email stating that he will be submitting a bid.
W	Trucking	James Cox Trucking, Inc.	5/29/19 2:50 PM	Tiffany Crow	In Person	RFQ	Yes	Received trucking quote on Subcontractor Information Form.
W	Trucking	Marenco Enterprises, LLC	5/24/19 12:31 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for trucking subcontractor opportunity.
W	Trucking	Marenco Enterprises, LLC	5/28/19 6:34 PM	Tiffany Crow	Email	RFQ	Yes	Received email from Mirna stating she will be bidding on the trucking and demo & excavation RFQ's.
W	Trucking	Marenco Enterprises, LLC	6/3/19 9:00 AM	Tiffany Crow	In Person	RFQ	Yes	Mirna Willoughby in office to drop off trucking quote.
W	Trucking	Smoodie's Trucking	5/24/19 9:40 AM	Tiffany Crow	In Person	RFQ	Yes	Met with Armar Washington, owner of Smoodie's Trucking. Discussed trucking opportunity. Received verbal quote and MBE Subcontractor Information form from Armar. Follow up meeting to be sent via email.
W	Trucking	Smoodie's Trucking	5/24/19 12:04 PM	Tiffany Crow	Email	RFQ	Yes	Sent discussion recap of verbal trucking quote from morning meeting.
W	Trucking	Smoodie's Trucking	5/26/19 10:20 AM	Tiffany Crow	Email	RFQ	Yes	Received quote confirmation.
W	Underground & Utilities	Amador Group, Inc.	5/26/19 10:19 AM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Amador Group, Inc.	5/26/19 10:19 AM	Tiffany Crow	Email	RFQ	No	Received automatic email response stating email address was not deliverable.
W	Underground & Utilities	Amador Group, Inc.	5/28/19 9:27 AM	Bailey Haynes	Phone	RFQ	No	Called and spoke to Michael Brito-Amador to get a valid email address. Discussed the project and he stated he was "not interested" in bidding on project.
W	Underground & Utilities	Cabo Construction Corp.	5/30/19 8:53 AM	Tiffany Crow	Email	RFQ	No	Received decline email to bid on project.
W	Underground & Utilities	Cabo Construction Corp.	5/30/19 11:47 AM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Underground & Utilities	Cabo Construction Corp.	5/30/19 4:51 PM	Tiffany Crow	Email	RFQ	No	Sent addendum #1 email notification.
W	Underground & Utilities	Civil Contractor & Engineers, Inc.	5/26/19 10:24 AM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Civil Contractor & Engineers, Inc.	5/30/19 12:08 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Tina. She stated that "they will take a pass".
W	Underground & Utilities	CPMH Construction, Inc.	5/30/19 11:50 AM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	CPMH Construction, Inc.	5/30/19 4:51 PM	Tiffany Crow	Email	RFQ	No	Sent addendum #1 email notification.
W	Underground & Utilities	CPMH Construction, Inc.	6/3/19 4:38 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Conrad. He stated project was too far from him at this time to bid on.
W	Underground & Utilities	J.S.R. Enterprises, Inc.	5/30/19 11:52 AM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	J.S.R. Enterprises, Inc.	5/30/19 4:50 PM	Tiffany Crow	Email	RFQ	No	Sent addendum #1 email notification.
W	Underground & Utilities	J.S.R. Enterprises, Inc.	6/3/19 4:34 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Christine at the forwarding message center. She will relay the follow up RFQ call.
W	Underground & Utilities	Meru Corporation	5/26/19 10:35 AM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Meru Corporation	5/30/19 12:18 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Nirav. He said we has not bidding on project. Decline email to follow.
W	Underground & Utilities	Meru Corporation	5/30/19 12:22 PM	Tiffany Crow	Email	RFQ	No	Received decline email to bid on project.
W	Underground & Utilities	Montemayor Construction, Inc.	5/26/19 10:33 AM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Montemayor Construction, Inc.	5/30/19 12:12 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Marcie. She mentioned she would follow up with Joe and call me back.
W	Underground & Utilities	Montemayor Construction, Inc.	5/30/19 4:52 PM	Tiffany Crow	Email	RFQ	No	Sent addendum #1 email notification.
W	Underground & Utilities	Montemayor Construction, Inc.	6/30/19 4:30 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left a voicemail message.
W	Underground & Utilities	Terrell Materials Corporation	5/30/19 11:55 AM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Terrell Materials Corporation	5/30/19 4:50 PM	Tiffany Crow	Email	RFQ	No	Sent addendum #1 email notification.
W	Underground & Utilities	Terrell Materials Corporation	6/3/19 4:41 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. Left voicemail message for Sasha.
W	Underground & Utilities	Thornton Rave Construction, LLC	5/26/19 10:43 AM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Thornton Rave Construction, LLC	5/30/19 12:05 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ. No answer, and no option to leave a voicemail message.
W	Underground & Utilities	Thornton Rave Construction, LLC	5/30/19 4:49 PM	Tiffany Crow	Email	RFQ	No	Sent addendum #1 email notification.
W	Underground & Utilities	Thornton Rave Construction, LLC	6/3/19 4:44 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Joe. He mentioned that he was too busy to quote on this project, but definitely will on the next one we send him.



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise Participation Waiver Request

Date:	June 4, 2019	Project Title:	2019 Local Motor Fuel Tax Improvement Project
		Project Number:	2019-25

Prime Contractor: Dunn Company, A Division of Tyrolt, Inc.

Address: 724 N. Mercer Street
Decatur, IL 62522

Phone: 217-429-4444

Contact Person: David W. Tyrolt

Email: david.tyrolt@dunnco.com

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

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

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

David W. Tyrolt, David W. Tyrolt, President June 4, 2019
Signature of Prime Contractor Date

FOR OFFICIAL USE ONLY

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

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

REVIEWED BY:

Public Works Director Date



A Division of Tyrolt, Inc.

PAVING • MILLING • STABILIZATION

June 5, 2019

City of Decatur
Purchasing Department
#1 Gary Anderson Plaza
Decatur, IL 62523

RE: Minority Business Enterprise Supporting Documentation for the 2019 Local Motor Fuel Tax Street Improvement Project, City Project # 2019-25

Dunn Company requests an MBE participation waiver for the above-referenced project. Dunn Company has selected MBE firms to perform 9.42% of the base contract. Dunn Company has made extensive good faith efforts to secure MBE firms for other portions of the contract. The good-faith efforts are summarized below with detailed outreach documentation provided as an attachment to the bid packet:

1. Community outreach:

- a. Receiving the Illinois Department of Transportation "Above and Beyond" award for outstanding efforts in cultivating minority businesses and workforce.
- b. Participating in Illinois Department of Transportation "Today's Challenge Tomorrow's Reward" conference to network with minority contractors, IDOT Office of Business and Workforce Diversity personnel, and IDOT Supportive Services personnel.
- c. Performing extensive outreach to and mentoring of potential and emerging minority businesses.
- d. Conducting half-day diversity training of all Dunn Company leadership personnel regarding the importance of and mechanisms for workforce diversity.
- e. Conducting diversity training for all Dunn Company field personnel.
- f. Participating in Illinois Department of Transportation EEO Assessment and Orientation to learn of additional outreach mechanisms for MBE contractors and minority workers.
- g. Participating in the steering committee of the Richland Community College Highway Construction Careers program and follow up conversations with attendees to identify, recruit, and develop MBE firms and/ or workers.
- h. Participating in the Greater Decatur Chamber of Commerce Manufacturers' Roundtable to develop methods for attracting, recruiting, and developing Decatur-area youth for construction and manufacturing careers

2. MBE outreach for each available subcontracting opportunity on the above-referenced project:

- a. Referencing ePrismSoft, Illinois Department of Transportation DBE database, Decatur Construction and Building Trades, and Associated General Contractors of Illinois membership directory to identify MBE firms.
- b. Requesting referrals from multiple minority-centric business organizations to identify and recruit MBE firms.
- c. Advertising in the Herald and Review, detailing specific subcontracting opportunities, to recruit MBE firms.
- d. Issuing RFQ's for specific scopes of work, sending follow up emails, and placing follow up phone-calls to multiple MBE's to recruit firms for each applicable work scope.
- e. Allowing adequate time for response to RFQ's.
- f. Speaking with MBE firms to provide information and assistance on equipment, collective bargaining, insurance and other requirements.
- g. Assisting MBE firms who responded to RFQ's and other solicitations by providing information on project details, scheduling, and other requirements.
- h. Packaging work items into tasks to maximize potential participation of MBE firms including coordination of scope of work between MBE and non-MBE subcontractors.
- i. Conducting follow-up conversations with MBE firms to refine scope of work and re-package work items based on initial quotes received.

June 5, 2019

City of Decatur

Re: Minority Business Enterprise Supporting Documentation for the 2018 Local Motor Fuel Tax Street Improvement Project,
City Project # 2019-25

Page 2 of 2

If it is the successful bidder, Dunn Company will continue its good faith efforts in the event additional subcontracting opportunities become available. Thank you for your consideration.

Sincerely,



David W. Tyrolt

President and EEO Officer



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

Date



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	05-24-2019	Project Title:	CITY OF DECATUR - 2019 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT
Total Contract Value:	\$1,741,065.96 (BASE BID)	Project Number:	2019-25

Section I: MBE Subcontractor Information

Subcontractor: ANDERSON BACKHOE SERVICE, INC.

Address: PO BOX 753
DECATUR, IL 62525

Phone: (217) 429-6060

Contact Person: MELVIN ANDERSON

Email: andersonbackhoe.svc@outlook.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
DEMO & EXCAVATIONS	\$106,219.85	6.10%

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
David W. Tyrolt	DAVID W. TYROLT
Title	Date
PRESIDENT	06-04-2019

Subcontractor Signature	Print
X Melvin L. Anderson President	X Melvin L. Anderson
Title	Date
X President	X 6-4-19



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	6/4/19	Project Title:	2019 Local Motor Fuel Tax Project 2019-25
Total Contract Value:	\$1,741,065.96 (BASE BID)	Project Number:	2019-25

Section I: MBE Subcontractor Information

Subcontractor: MARENCO ENTERPRISES (2nd-tier subcontractor to
3490 Leghorn Rd Burdick Plumbing & Heating, Inc.)
 Address: Clinton IL 61727
 Phone: 217-693-2484
 Contact Person: Mirna Willoughby
 Email: MIRNA@MARENCO.IL.COM

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking/TRENCH BACKFILL	\$ 11,400 -	2.58%
Trucking	\$ 14,400 -	
Excavation	\$ 19,200 -	
	<u>\$45,000.00</u>	

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
<u>David W. Tyrolt</u>	<u>DAVID W. TYROLT</u>
Title	Date
<u>PRESIDENT</u>	<u>06-04-2019</u>

Subcontractor Signature	Print
<u>Mirna Willoughby</u>	<u>MIRNA W. WILLOUGHBY</u>
Title	Date
<u>PRESIDENT</u>	<u>6/4/19</u>



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	05-24-19	Project Title:	2019 CITY OF DECATUR LOCAL MOTOR FUEL TAX
Total Contract Value:	\$1,741,065.96 (BASE 131A)	Project Number:	2019-25

Section I: MBE Subcontractor Information

Subcontractor:	SMODDIE'S TRUCKING
Address:	849 E. DECATUR DECATUR, IL 62521
Phone:	(217) 321-4486
Contact Person:	ARMAR WASHINGTON
Email:	armar.washington7@gmail.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
TRUCKING - SUPPLY 40 HOURS A WEEK OF TRUCKING UNTIL PROJECT IS COMPLETE.	\$6,480.00	0.37%

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
<i>David W. Tyrot</i>	DAVID W. TYROT
Title	Date
PRESIDENT	05-24-2019

Subcontractor Signature	Print
<i>Armar Washington</i>	ARMAR WASHINGTON
Title	Date
OWNER	05-24-19



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	05-29-19	Project Title:	2019 CITY OF DECATUR LOCAL MOTOR FUEL IMPROVEMENT
Total Contract Value:	\$1,741,065.96 (BASE BID)	Project Number:	2019-25

Section I: MBE Subcontractor Information

Subcontractor: James Cox Trucking Inc

Address: 120 East South St Cerro Gordo IL 61818

Phone: 217-855-3155

Contact Person: James Cox

Email: jc trucking inc 2014 @ gmail. com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
TRUCKING - 1 TRUCK PER WEEK FOR 40 HOURS/WEEK UNTIL PROJECT IS COMPLETE @ \$ 81.00 AN HOUR	\$6,480.00	0.37%

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
	DAVID W. TYROLT
Title	Date
PRESIDENT	05-28-2019

Subcontractor Signature	Print
	JAMES COX
Title	Date
OWNER / PRESIDENT	05-28-2019



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

Final Subcontractor Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

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

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

☐	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☐	Other – (State reason and attach explanation)

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

Signature of Prime Contractor

Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF ILLINOIS

COUNTY OF MACON

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

Signed:

Robert E. Dunn
ROBERT E. DUNN, Title VICE PRESIDENT

Subscribed and sworn to before me this 3rd day of June, 2019.

(SEAL)



Tiffany C. Crow
 Notary Public

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



DUNNCOM-01

HSCHOREY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2019

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

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

PRODUCER J.L. Hubbard Insurance and Bonds 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Randy Taylor	FAX (A/C, No): (217) 877-0795	
	PHONE (A/C, No, Ext): (217) 877-3344 3249	E-MAIL ADDRESS: rtaylor@jlhubbard.com	
INSURED Dunn Company, a Division of Tyrolt Inc 724 North Mercer Decatur, IL 62522	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual Insurance Company		15350
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		A210838	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			A210838	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A210838	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A210843	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			A210838	1/1/2019	1/1/2020	Limit 690,000
A	Installation Floater			A210838	1/1/2019	1/1/2020	Limit 35,000

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

Re: 2019 Local Motor Fuel Tax Street Improvement Project- City Project 2019-25

City of Decatur and City Project #2019-25 are named as additional insureds under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



**Illinois Department
of Transportation**

Certificate of Eligibility

Dunn Company

724 North Mercer Street DECATUR, IL 62522

Contractor No 1550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$58,183,000.00

001	EARTHWORK	\$1,625,000
003	HMA PLANT MIX	\$12,150,000
006	CLEAN & SEAL CRACKS/JOINTS	\$500,000
007	SOIL STABILIZATION & MOD.	\$7,625,000
032	COLD MILL, PLAN. & ROTOMILL	\$5,625,000
042	COLD (IN-PLACE) RECYCLING	\$9,650,000
08A	AGGREGATE BASES & SURF. (A)	\$3,825,000
15A	COVER & SEAL COATS (A)	\$3,850,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/29/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/2/2019.

Jim Kell
Engineer of Construction



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

Date



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

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

Section I: MBE Subcontractor Information

Subcontractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Estimated Work

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

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
Title	Date

Subcontractor Signature	Print
Title	Date



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

Final Subcontractor Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

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

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

☐	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☐	Other – (State reason and attach explanation)

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

Signature of Prime Contractor	Date
-------------------------------------	------------

CONTRACT

THIS CONTRACT, made and entered into this 17th day of June, 2019, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Dunn Company, A Division of Tyrolt, Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2019 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT, CITY PROJECT 2019-25"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by September 27, 2019.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Supplemental Specifications
Performance Bond	Appendix(s)
Addenda No. 1 Dated May 30, 2019, No. 2 Dated June 3, 2019	

CONTRACT

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

DUNN COMPANY, A DIVISION OF TYROLT INC

.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2019 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

Project Number 2019-25

We, Dunn Company, A Division of Tyrolt, Inc.

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

as PRINCIPAL, and _____

_____ as SURETY,

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

One Million, Eight Hundred Eighty-One Thousand, Five Hundred Sixty-Four and 88/100-----

----- Dollars (\$1,881,564.88), lawful money of the

United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

Dunn Company, A Division of Tyrolt, Inc. _____
(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 _____

Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS. (SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf of SURETY)

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

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

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 17th day of June, A.D. 2019

Attest:

Kim Althoff, City Clerk City Council

City Clerk City of Decatur, Illinois

Julie Moore Wolfe, Mayor

GENERAL CONDITIONS**INDEX**

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GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE

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

Workers' Compensation and Employer's Liability:

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

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

Commercial General Liability:

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

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

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	\$1,000,000
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The policy shall cover owned, non-owned and hired vehicles.

Certificate:

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

GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE (Continued)

Notice:

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

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

GENERAL CONDITIONS

GC-2 CLEAN UP

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

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

GC-3 CONSTRUCTION STAKING

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

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

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

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

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

GENERAL CONDITIONS

GC-4 CONTRACT WARRANTY

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

GC-5 CONTRACTOR AVAILABILITY

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

GC-6 COORDINATION

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

GC-7 DUST CONTROL

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

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

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

GENERAL CONDITIONS

GC-9 FAIR EMPLOYMENT PRACTICES

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

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

GC-10 INDEMNIFICATION

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

GC-11 INSPECTION

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

GC-12 LANE CLOSURE PERMITS

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

GENERAL CONDITIONS

GC-13 LIQUIDATED DAMAGES

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

Schedule of Deductions for Each Day of Overrun in Contract Time			
Amount Based on All Work not completed by the applicable completion date.		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	6,775	9,525

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

GENERAL CONDITIONS

GC-14 LOCATION OF UTILITIES

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

City of Decatur	(JULIE Member)
Ameren	(JULIE Member)
AT&T	(JULIE Member)
Comcast Communications	(JULIE Member)

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

GC-15 MEASUREMENT AND PAYMENT

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

GC-16 METHOD OF PAYMENT

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

The City will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

GENERAL CONDITIONS

GC-16 METHOD OF PAYMENT (continued)

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

GC-17 NO PARKING SIGNS

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

GC-18 PERMITS

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

GC-19 DOCUMENTATION OF EXISTING CONDITIONS

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

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

GC-20 PREVAILING WAGE RATES

The Contractor shall supply all weekly prevailing wage documentation, (weekly certified payroll) for both the prime Contractor and their subcontractors through **ePrismSoft**, an electronic web-based compliance tracking software and further comply with all State and Local rules and policies regarding Prevailing Wages. The Engineer will monitor the payroll for compliance with the applicable "prevailing wage rates" as required by the Special Conditions of this contract.

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

GENERAL CONDITIONS

GC-21 PROJECT MAINTENANCE

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

GC-22 ROYALTIES, PATENTS AND COPYRIGHTS

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

GC-23 SAFETY

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

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

GC-24 SCHEDULE NOTIFICATION

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

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

GC-25 TAXES

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

GENERAL CONDITIONS

GC-26 TRENCH AND EXCAVATION SAFETY

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

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

GC-27 USE OF FIRE HYDRANTS

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

GC-28 TERMINATION FOR PUBLIC CONVENIENCE

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

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

GENERAL CONDITIONS

GC-28 TERMINATION FOR PUBLIC CONVENIENCE (continued)

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work as required by the contract.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

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SC-1 PREVAILING WAGE RATES**CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT**

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

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s web site. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

SPECIAL CONDITIONS

Macon County Prevailing Wage for April, 2019

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
ASBESTOS ABT-GEN	AII	BLD		30.89	32.14	1.5	1.5	2	2	6.3	16.87	0	0.9	0
ASBESTOS ABT-MEC	ALL	BLD		31.56	32.56	1.5	1.5	2	2	8.25	3	0	0	
BOILERMAKER	AII	BLD		37	39.5	1.5	1.5	2	2	7.07	23.72	1.5	1.05	0
BRICK MASON	AII	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
CARPENTER	AII	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
CARPENTER	AII	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
CEMENT MASON	AII	BLD		32.1	33.1	1.5	1.5	2	2	6.3	16.3	0	0.61	0
CEMENT MASON	AII	HWY		34.43	35.68	1.5	1.5	2	2	6.3	15.85	0	0.6	0
CERAMIC TILE FNSHER	AII	BLD		31.03	31.03	1.5	1.5	2	2	9.1	10.29	0	0.15	0
ELECTRIC PWR EQMT OP	AII	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
ELECTRIC PWR GRNDMAN	AII	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
ELECTRIC PWR LINEMAN	AII	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.5	0
ELECTRIC PWR TRK DRV	AII	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
ELECTRICIAN	AII	BLD		37	40.7	1.5	1.5	2	2	7.4	10.36	0	0.56	0
ELECTRONIC SYS TECH	AII	BLD		33.55	35.55	1.5	1.5	2	2	7.05	7	0	0.4	0
ELEVATOR CONSTRUCTOR	AII	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
GLAZIER	AII	BLD		35.91	37.91	1.5	1.5	2	2	6.25	10.2	0	0.68	0
HT/FROST INSULATOR	AII	BLD		38.7	39.7	1.5	1.5	2	2	10.26	12.21	0	0.7	0
IRON WORKER	E	ALL		32.86	34.76	1.5	1.5	2	2	11.14	12.09	0	1.11	0
IRON WORKER	W	BLD		31.64	33.64	1.5	1.5	2	2	9.82	15.16	0	0.7	0
IRON WORKER	W	HWY		33.11	34.86	1.5	1.5	2	2	9.82	16.07	0	0.7	0
LABORER	AII	BLD		28.39	29.64	1.5	1.5	2	2	6.3	16.87	0	0.8	0
LABORER	AII	HWY		29.65	30.65	1.5	1.5	2	2	6.3	17.88	0	0.8	0
LATHER	AII	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
MACHINIST	AII	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
MARBLE FINISHERS	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	
MARBLE MASON	AII	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
MILLWRIGHT	AII	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.96	0	0.54	0
MILLWRIGHT	AII	HWY		34.98	36.73	1.5	1.5	2	2	8.55	18.52	0	0.52	0

SPECIAL CONDITIONS

OPERATING ENGINEER	All	BLD	1	36.79	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	2	34.32	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	3	30.53	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	4	38.36	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	1	42.77	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	2	38.17	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	3	31.09	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	4	44.38	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	O&C		34.22	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
PAINTER	All	ALL		29	30.5	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PAINTER OVER 30FT	All	ALL		30	31.5	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PAINTER PWR EQMT	All	ALL		29.75	31.25	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PILEDRIIVER	All	BLD		33.24	35.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
PILEDRIIVER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
PIPEFITTER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
PLASTERER	ALL	BLD		30	32	1.5	1.5	2	2	8.4	17.74	0	0.8	
PLUMBER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
ROOFER	All	BLD		28.57	31.59	1.5	1.5	2	2	10.8	8.66	0	0.65	0
SHEETMETAL WORKER	All	BLD		33.11	36.11	1.5	1.5	2	2	9.2	15.13	0	0.7	0
SPRINKLER FITTER	All	BLD		42.87	45.62	1.5	1.5	2	2	8.67	9.55	0	0.52	0
STONE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
TERRAZZO FINISHER	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	
TERRAZZO MASON	ALL	BLD		32.2	32.2	1.5	1.5	2	2	8.57	9.94	0	0.1	
TILE MASON	All	BLD		32.53	32.53	1.5	1.5	2	2	9.1	10.29	0	0.15	0
TRUCK DRIVER	All	ALL	1	37.16	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	2	37.69	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	3	37.98	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	4	38.3	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	5	39.32	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	1	29.73	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	2	30.15	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	3	30.38	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	4	30.64	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	5	31.46	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TUCKPOINTER	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0

SPECIAL CONDITIONS

Legend

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Explanations MACON COUNTY

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

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

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

EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

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

SPECIAL CONDITIONS

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

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

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

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

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. **TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.**

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

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspc Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

SPECIAL CONDITIONS

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

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

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

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

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type- autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu.

yd. capacity and under; Sheep-Foot Roller (Self-Propelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

SPECIAL CONDITIONS

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

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

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

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

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

Other Classifications of Work:

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

LANDSCAPING

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

SPECIAL CONDITIONS

SC-2 FAIR EMPLOYMENT PRACTICES

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

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

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

SPECIAL CONDITIONS

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

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

END OF SPECIAL CONDITIONS

SPECIAL PROVISIONS
AND
STANDARD SPECIFICATIONS

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CITY OF DECATUR
SPECIAL PROVISIONS

The following Standard Specifications shall be used for this project unless otherwise amended by the special provisions of this Section:

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

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

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

The "Illinois Urban Manual" current version in effect on the date of invitation for bids

SP-1 DESCRIPTION OF WORK

The proposed improvement, 2019 Local Motor Fuel Tax Street Improvement Project, designated as City Project 2019-25, consists of performing street improvements at various locations in the City.

The work includes HMA paving, concrete sidewalk and curb replacements, water service replacements, utility adjustments, landscape and pavement restoration, and traffic control.

SP-2 CONSTRUCTION SCHEDULE AND COMPLETION DATE

A completion date of **September 27, 2019** has been established for this contract as set forth in Section 108 of the Standard Specifications for Road and Bridge Construction to complete all work identified in this contract. All applicable provisions of Section 108 shall apply.

SP-3 HOT MIX ASPHALT MIXTURE REQUIREMENTS

Mixture Use	Class D Patches	Surface, Level Binder (See Typical) & Incidental	Surface	HMA Binder Course
AC / PG	PG 64-22*	PG 64-22	PG 64-22*	PG 64-22*
Design Air Voids	4.0% @ Ndes = 50	4.0% @ Ndes = 50	4.0% @ Ndes = 50	4.0% @ Ndes = 50
Mix Comp (Gradation)	IL 19.0	IL 9.5	IL 9.5	IL-19.0
Friction Aggregate	N.A.	Mix C	Mix C	N.A.

* If 20% or more RAP is used, PG 58-22 binder will be required.

At the Contractor's option, a recycling agent may be used to meet the specified asphalt grade for surface course. If used, the recycling agent will be used when paving one lane of each street chosen for this project. The recycling agent will also be used for the parking lane on Wood

CITY OF DECATUR
SPECIAL PROVISIONS

SP-3 HOT MIX ASPHALT MIXTURE REQUIREMENTS (CONTINUED)

Street. This will total approximately 1,707 tons of HOT MIX ASPHALT SURFACE COURSE, MIX “C”, N50, SPECIAL. The remaining lanes will be paved using standard, IDOT approved, asphalt mixes that comply with this special provision.

After addition of the recycling agent, the grade specified in this special provision must be met and the asphalt binder shall have a $\Delta T_c @ 40\text{-hr PAV} \geq -5.0^\circ\text{C}$. ΔT_c is defined as the difference in continuous low-temperature performance grade temperature for stiffness and relaxation properties in the BBR (i.e., the critical temperature when S equals 300 MPa minus the critical temperature when m -value equals 0.30).

Alternate Bid D is provided for the Contractor to list the cost difference between standard IDOT approved asphalt mix, and the proposed asphalt mix with the recycling agent. The cost difference for the HMA with the recycling agent can be listed as a positive or negative number per TON for HOT MIX ASPHALT SURFACE COURSE, MIX “C”, N50, SPECIAL. The cost difference will be added to the unit price for HOT MIX ASPHALT SURFACE COURSE, MIX “C”, N50 if the City chooses to use it. If the Contractor opts to not provide a price difference for asphalt with a recycling agent, they may leave that space blank in the bid proposal.

Specifications for the recycling agent must be verified by the City prior to it choosing whether or not to use the asphalt with a recycling agent.

SP-4 TRUCK LOADING TO REDUCE MIX SEGREGATION

Description: The mix is to be dumped into the haul truck in mass. Prior to loading, enough mix is to be in the bin or silo to load the truck. The truck is to be loaded in a maximum of three dumps. The initial load is to be in the rear 1/3 of the truck, the second dump in the front 1/3 of the truck and the final dump in the middle.

Basis of Payment: This work will not be paid for separately but will be considered included in the contract.

SP-5 BITUMINOUS MATERIALS (TACK COAT)

Description: This work will consist of utilizing bituminous materials in accordance with Section 406.02 of the Standard Specifications and as modified herein. The Bituminous Material allowed as prime on brick, concrete, bituminous or aggregate bases shall be CSS-1h or RC-70.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per POUND for BITUMINOUS MATERIALS (TACK COAT).

CITY OF DECATUR
SPECIAL PROVISIONS

SP-6 TRAFFIC CONTROL

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

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

Highway Standards: 701311 701501 701801 701901 780001

In the event that it is necessary to close the lane and/or street, the Engineer shall be consulted to obtain permission at least 48 hours in advance of the proposed lane and/or street closing. **All appropriate lane closure permits shall be filed with the Engineering and Infrastructure Department prior to any street / lane closures.** In addition, at the end of every work day the lane and/or street shall be opened to local traffic unless approved by the Engineer. It shall be the responsibility of the Contractor to notify all forms of local media of the schedule of street closures for the following week, after approval by the Engineer. A list of the media to be notified along with their fax numbers will be provided by the Engineering Division. A copy of the notification will also be provided to the Engineer.

Traffic control standards shall be applied as directed by the Engineer. Suggested applications for each standard are as follows:

Traffic Standard 701311: This standard shall be utilized when moving operations are required during the day on a two-lane / two-way roadway.

Traffic Standard 701501: This standard shall be utilized when a lane is required to be closed on a two-lane / two-way, undivided roadway.

Traffic Standard 701801: This standard shall be utilized when a sidewalk or a corner is required to be closed.

All additional traffic control as required in the standard details that are not specifically provided for herein will be considered as included with the various pay items requiring traffic control.

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath for the installation of temporary "No Parking" signs.

Basis of Payment: All labor and materials necessary to comply with this special provision will not be paid for separately but will be included with the related work items.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-7 RESTORATION AND SEEDING

Description: Existing grass areas disturbed by construction or removal of the various work items under this contract shall be restored by properly filling and grading all disturbed areas with soil that is properly prepared for seed application and then seeding and mulching the area in accordance with Sections 250 and 251 of the Standard Specifications for Class 1A Seeding and Method 1 or Method 3 Mulching as directed by the Engineer. Fertilizer will not be required.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-8 CONTAMINANT CONTROL AND INLET PROTECTION

Description: Care should be used to help minimize any sediment or other fine materials leaving the job site. Any open inlet or catch basin shall be protected from sediment infiltration using the standards outlined in the Illinois Urban Manual for INLET PROTECTION or by using an equivalent approved by the Engineer. Inlets shall be protected before any sawing, excavation, or pavement removal commences. Concrete shall be washed out in an approved lined container that complies with the Illinois Urban Manual standards.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-9 UTILITIES TO BE ADJUSTED

Description: This work will consist of adjusting manholes and valve boxes in accordance with Sections 602 and 603 of the Standard Specifications and as modified herein. All utility adjustments excluding ones on streets receiving soil cement treatment will be completed after the paving work has been completed.

Removal: The pavement shall be cut and removed to minimum distance of 12" from around the outside vertical edge of the casting in a circular fashion centered on the casting. The minimum depth of the concrete collar will be 12". Additional backfill if needed will be compacted CA-6 or a Controlled Low-Strength Material according to Section 1019 of the Standard Specifications. For valve box adjustments, the concrete collar shall sit on a 12" shelf of undisturbed subbase.

Adjustment: A casting spacer will be cut to the exact profile of the road in all directions such that when the manhole rim and cover are resting on top of the spacer, the top of the casting will be no more than 1/4" below flush. The spacer shall be Vylon pipe or an approved equivalent. Using an approved sealant, the spacer shall be sealed to the concrete manhole and to the casting and adjusted to assure proper alignment. Concrete shall be placed in accordance with the standard specifications.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-9 UTILITIES TO BE ADJUSTED (CONTINUED)

Basis of Payment: All labor and materials necessary to complete this work will be included in the contract unit price per EACH for MANHOLES TO BE ADJUSTED or MANHOLES TO BE ADJUSTED WITH NEW FRAME AND GRATE or LID of the type specified, or VALVE BOXES TO BE ADJUSTED, or VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES.

SP-10 SCHEDULE OF WORK

Description: The General Contractor and All Sub-Contractors shall furnish in writing, or electronic form, a weekly schedule by 12:00 P.M., Thursday, prior to the week being scheduled, so all media, safety services and other City of Decatur Divisions can be notified. All work shall be approved by the Engineer.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-11 ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK

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

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

SP-12 CONSTRUCTION STAGING ON WOOD STREET

Description: Only one full size block, between two consecutive streets of dissimilar names, will be allowed to be closed to traffic along Wood Street at any given time. Outside of the block that is closed on Wood Street, other work may be done as long as two-way traffic is maintained. Wood Street should only be open to local traffic. Through traffic should be discouraged from turning onto Wood Street. The milled area must be overlaid within 5 working days after the area has been cold milled.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-13 SIDEWALKS, CURBS, AND CURB RAMPS

Description: All sidewalks, and curb ramps must be replaced and open to pedestrian traffic within 7 calendar days of removal.

Basis of Payment: This work will not be paid for separately but shall be considered as included with the various work items involved.

SP-14 PCC SIDEWALK WALL

Description: In areas it may be necessary to install curb taller than 6 inches next to sidewalks which have dropped down for curb ramps. Follow City Standard #1030 for curbs between 6 inches and 2 feet tall.

Basis of Payment: All labor and materials necessary to complete this work will be paid for at the contract unit price per FOOT for PCC SIDEWALK WALL.

SP-15 CONTRACTOR PAYMENTS

Progress payments to the Contractor shall be made not more than monthly. Payment will be made to the Contractor within 45 days of approval by the Engineer.

SP-16 ALTERNATE BID STREETS

This project contains a list of alternate streets that may or may not be chosen as part of the final project. The City will choose the streets it wishes to add to the contract. The total bid for the contract will be the base bid plus the alternate streets that the City chooses.

If any of these alternate streets are chosen, work shall not begin on them until work is completed on all base bid work items, unless directed otherwise by the Engineer. Alternate streets are subject to elimination at any time during the project.

SP-17 CLASS D PATCHES

Description: It is intended that on the streets with Class D patch quantity and HMA removal quantities, milling shall be performed before patching and shall be flush with the milled surface.

Except as directed by the Engineer, Class D patches marked in bold on the Class D patch schedule in the design plans, must be completed after all other base bid work items are completed.

Basis of Payment: All labor and materials necessary to complete this work will be paid for at the contract unit price per SQUARE YARD for CLASS D PATCHES of depth specified.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-18 AGGREGATE BASE COURSE (SPECIAL)

Description: Recycled aggregate base course CA-6 or recycled HMA may be placed as needed for base course. This work shall be performed under Article 104.02 and 109.04 of IDOT specifications as directed by the engineer. Prior to placement, an IDOT Materials Inspection Approval Letter must be submitted to the Engineer.

Basis of Payment: All labor and materials necessary to complete this work will be paid for at the contract unit price per TON for AGGREGATE BASE COURSE, SPECIAL.

SP-19 RELOCATE LIGHT POLE

Description: Within the median to be removed along N. Martin Luther King Jr. Drive, the light pole shown in the design plans will need to be removed while salvaging the pole and the anchor screwed into the ground. The pole with assemblies will be installed in the next median to the north as shown in the plans. Before screwing in the anchor, test holes must be dug near the installation point to find the depth and location of utilities in the median. A handhole is to be placed next to the new pole location, and a road grade handhole is to be placed at the old pole location. Existing wire shall be used when possible. Any new wire is included with this special provision.

Basis of Payment: All labor and materials necessary to complete this work will be paid for at the contract unit price per EACH for REMOVE AND RELOCATE LIGHT POLE for the relocation of the light pole and its assemblies and digging test holes, per EACH for HANDHOLE for the new handhole at the new pole location, and per EACH for HANDHOLE IN ROADWAY for the new road grade handhole at the old pole location.

SP-20 TRENCH BACKFILL IN THE ROAD

Description: This work will consist of providing all labor, equipment, tools, materials etc. required to excavate the trench to the necessary elevation and to place and compact bedding, haunching, initial backfill and final trench backfill material required in the roadway in accordance with Section 20 of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and in accordance with the plans.

Trench backfill will be provided in accordance with City Standards where indicated and as directed by the Engineer. Material may be virgin or recycled rock, or recycled HMA with a CA-6 gradation.

Measurement for Payment: Measurement for payment for trench backfill will be made in accordance with City Standards. Backfill with excavated material, or at locations where excavated material will be allowed, will not be measured separately. Excavation, bedding, haunching and initial backfill quantities will not be measured for payment.

Basis of Payment: All labor and materials necessary to comply with this special provision will be paid for at the contract unit price per TON for TRENCH BACKFILL.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-21 WATER SERVICE CONNECTIONS

Description: This work will consist of replacing water services and curb stop with box per the specifications, drawings and City of Decatur Construction Standards (#4040) from the existing corporation cock and connecting to the existing service line at the curb stop. The new water service lines be 1 inch in diameter and shall connect to the existing water service and corporation cock, which may be smaller than 1inch. The contractor shall coordinate relocation of the service with the property owner for a minimal disruption of service. If the corporation cock is in bad condition, as determined by the Engineer, that will have to be replaced as well.

1" Copper Water Service, Bored: All services shall be directionally bored from the tap to the existing curb stop. When the copper service line is open cut it shall be bedded and covered with 4" of sand to protect the line from being damaged by backfill. The curb stop and box will need to be removed and replaced. Cost shall include all materials to connect to the existing corporation cock and existing galvanized service line, and including: excavation, directional boring, backfill, disposal of surplus materials, ground restoration not covered for payment by Special Provision 20. In a few cases, the corporation cock may have to be replaced, as determined by the Engineer.

Disconnect Water Service: At vacant lot locations, the water service will need to be dug up at the water main and disconnected and capped at the corporation cock.

Basis of Payment: All labor and materials necessary to install the water service line will be paid for at the contract unit price per FOOT for 1" COPPER WATER SERVICE, BORED. The removal and replacement of the curb stop and box will be paid for at the contract unit price per EACH for CURB STOP AND BOX REMOVE AND REPLACE. If needed, the replacement of the corporation cock will be paid for at the contract unit price per EACH for CORPORATION STOP REPLACE. At vacant lots, the disconnecting of the water service will be paid for at the contract unit price per EACH for DISCONNECT WATER SERVICE. Pavement patching will be paid for at the contract unit price per SQUARE YARD for CLASS D PATCH FOR WATER SERVICE, 5 INCH. Sawcuts will be paid for at the contract unit price per FOOT for SAWCUTS

**END
CITY OF DECATUR
SPECIAL PROVISIONS**

STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION

WATER SERVICE LINES

Water Service Lines shall be installed per Chapters 64 and 75 of the City Code, City Construction Standard 4040 and as follows:

Stops, boxes and copper pipe shall be new.

When the existing curb box is inaccessible from the street side of the property (existing line coming from alley) or if the property is an empty lot, the contractor shall install the new service line at the location marked by the City or its representative. Connection to the existing service will not be required.

All service taps to PVC or HDPE mains require the use of a bronze service saddle per Section 3 of Chapter 75 of the City Code. The drilling operations shall be done per the PVC manufacturer's specifications.

The following is a list of approved stops, boxes and saddles for water service installations. Others may be used, but only with written approval of the Director of Public Works at least five (5) working days prior to the scheduled bid opening.

Corporation Stops – Mueller H-15008N

Curb Stops – Mueller H-15155N or B-25155N

Curb Boxes – Mueller H-10300 or H-10300-99008

Service Saddle – Mueller BR2B Series, Polywrap required for PVC Pipe

The copper service line used between the main and curb box shall meet the specifications for seamless copper tubing, ASTM, designation B88, Type K.

The installation shall be in accordance with the City Code, Construction Standard 4040, Section 562 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction latest revision, and specifications contained herein.

The water service line shall be laid sufficiently and placed in a manner as to prevent rupture or breakage from the settling of the ground.

CITY UTILITY LOCATION

It shall be the contractor's responsibility to locate existing water services. Where there is reasonable assurance a City utility exists (storm sewer, sanitary sewers, water mains and/or other City services), but cannot otherwise be located, the contractor, at the engineer's direction, will excavate to locate said utility before construction reaches that area. This will usually require digging in the street/boulevard and the Engineer shall be present when such exploration is done. Trench backfill will be used when directed by the Engineer.

This work will in no way relieve the contractor of his obligation to contact JULIE for the location of other utilities.

SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS FOR

SECTION 105. CONTROL OF WORK

This Supplemental Specification amends the provisions of the Illinois Department of Transportation "Standards and Specifications for Road and Bridge Construction", adopted April 1, 2016 and shall be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

105.07 Cooperation with Utilities. Revise the fourth paragraph of subparagraph (a) of this Article to read:

“The Contractor shall be responsible for requesting all utility owners to field locate their facilities which may interfere with construction operations in both horizontal and vertical alignment. The utility owners are to be given reasonable notice by the Contractor before field location is needed. On request, the Engineer may make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Contractor and the Engineer it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement, and they do not locate their facilities in both horizontal and vertical alignment, the Contractor shall, in writing, advise the Engineer. The Engineer may authorize the Contractor to proceed to locate the facilities in the most economical and reasonable manner. The Contractor will be paid according to Article 213 or Article 109.04 for such locations.”

105.12 Inspection of Work. Hereby amended to include for this project as follows:

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

SUPPLEMENTAL SPECIFICATIONS FOR

SECTION 440. REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES

440.04 HMA Surface Removal for Subsequent Resurfacing. Add the following paragraphs to this Article:

“The pavement removal process described in this Article shall be used for bituminous, brick and portland cement concrete pavements.”

“The milling typically consists of milling off the existing surface to a specified depth. Additionally, where brick is the underlying material, it will be necessary to mill to the top of the bricks or to sound asphalt. Any unsound material remaining on the bricks after milling shall be removed at the Contractor's expense.”

“The milling shall extend to the face of curb or to the edge of the gutter pan and the remaining surface is to be uniform in grade and profile; void of loose or thin layers of material resulting in potential raveling type deterioration; and deformities resulting in an uneven finished surface.”

“After the milling operation, the Contractor shall remove all loosened material from the street. Prior to reopening the street to traffic, the street surface shall be swept with a mechanical sweeper. Road type brooms will not be allowed for this purpose unless approved by the Engineer. The Contractor shall take all necessary precautions during cleaning operations to avoid displacing the loosened material onto areas adjoining the street and the dispersion of dust. All material removed shall be considered the property of the Contractor and disposed of by the Contractors at their expense.”

“The Contractor shall control their milling operations such that areas milled shall be overlaid with the first lift within 5 working days after the area has been cold milled. The Contractor shall after milling place a 3-foot minimum width of asphalt concrete pavement transition adjacent to gutters, cross gutters, and structures and at existing traverse joint lines where the offset is in excess of 1 inch and/or it is necessary to protect the joint line from being damaged by traffic and/or the Contractor's operations. The Contractor shall at locations, after temporary transitions are constructed, where manhole frames, water valve boxes or similar type structures are in excess of two (2) inches above or below the cold milled surface shall place temporary traffic control devices to protect the structure from motorists. Pavement transitions will not be required if the specified finish surface course is to be placed within 24 hours of the cold milling operation.”

**SUPPLEMENTAL SPECIFICATIONS
FOR**

**SECTION 440. REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES
(Continued)**

440.07 Method of Measurement. Delete the second paragraph of subparagraph (b) of this Article and insert the following paragraphs between the first and third paragraphs of this Article:

“HMA surface removal for subsequent resurfacing will be measured for payment in place, from outside edge to outside edge of the milled surface, and the area computed in square yards.”

“Butt joints will be measured for payment in place, as designated by the Engineer, and the area computed as square yards.”

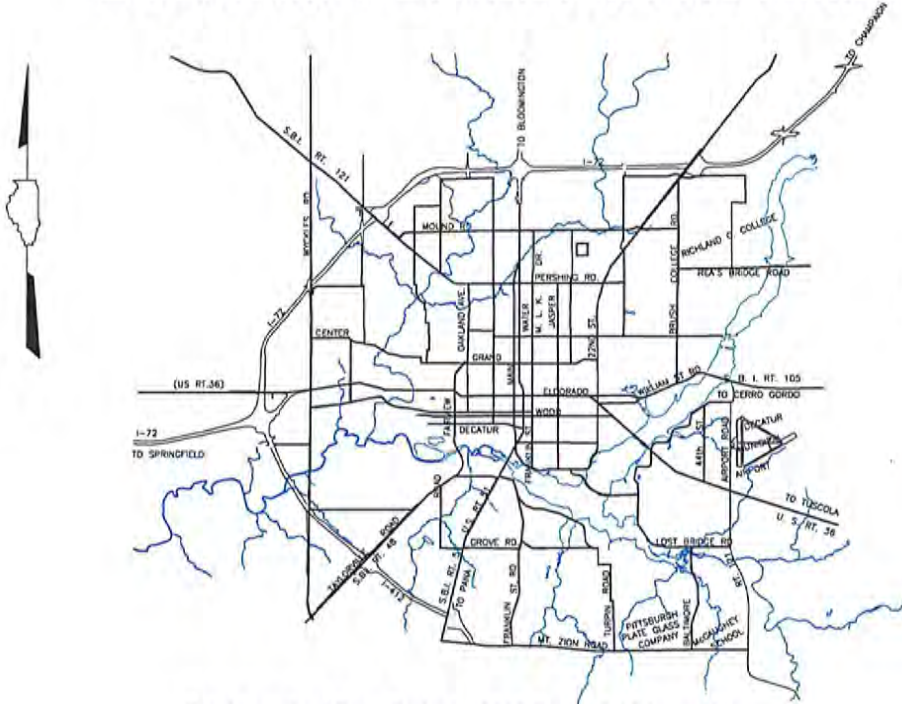
“No separate measurement will be made for payment for constructing temporary transitions and temporary traffic control.”

**END
CITY OF DECATUR
SUPPLEMENTAL SPECIFICATIONS**

DESIGNS, DETAILS AND STANDARD DRAWINGS

STATE OF ILLINOIS
COUNTY OF MACON
CITY OF DECATUR

**PLANS FOR
CITY PROJECT # 19-25
LOCAL MFT STREET IMPROVEMENT**



INDEX OF SHEETS
See page 2

Total Length of Base Project = 8319 Feet = 3.15 Lane Miles
Total Length of Alternate Streets = 3617 Feet = 1.37 Lane Miles



STREET NAME: VARIOUS CITY STREETS
CITY PROJECT NO. 2019-25
TYPE OF FUNDS: CITY OF DECATUR
MOTOR FUEL TAX

**CITY OF DECATUR
STANDARDS**

1050
1030
2020
3010
3012
3034
4040
4070

**IDOT
STANDARDS**

424001-11
424006-04
424011-04
424016-05
424021-05
424026-03
442201-03
604066-02
606001-07
701311-03
701501-06
701801-06
701901-08
780001-05
886001-01
886006-01
BLR22-7



Griffin A. Enyart
License Number 062.067169
License Expires: 11/30/2019

City of Decatur, Illinois | Department of Public Works
CP 19-25 Local MFT | Annual Street Improvements
Index of Sheets

Page No	Description
1	Cover Sheet
2	Index of Sheets
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4-5	Summary of Quantities
6-13	Project Location Maps
14-28	Schedules of Quantities
29-32	Typical Sections
33-34	MLK Jr Dr Turn Lane Plans
35-39	Curb Ramp Typicals A, B, C, D & G

City of Decatur, Illinois | Department of Public Works
CP 2019-25 Local MFT | Annual Street Improvement
Project Locations

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length</u>	<u>Design Mix</u>
BASE BID			FEET	
E. CENTRAL AVE.	END OF STREET	N. WARREN ST.	500	Class D Patches, Mill & Overlay with "C" Mix
N. WARREN ST.	E. CENTRAL AVE.	E. KING. ST.	355	Mill & Overlay with "C" Mix
E. DIVISION ST.	N. 34th ST.	N. 35th ST.	430	Full Depth Removal & Reconstruct
E. WOOD ST.	S. JASPER ST.	S. 22nd ST.	3888	Utilities, Class D Patches, Mill & Overlay with "C" Mix
N. MLK JR DR.	N. CENTRAL AVE.	N. KING ST.	185	Turn Lane & Class B Patches
E. WOOD ST.	S. MLK JR Dr.	S. MAFFIT ST.	1235	Class D Patches
E. CANTRELL ST.	S. JASPER ST.	S. STONE ST.	128	Class D Patches
E. DECATUR ST.	S. STONE ST.	S. 16th ST.	40	Class D Patches
E. CLEVELAND	S. 17th ST.	S. 18th ST.	141	Class D Patches
E. LAWRENCE ST.	S. 21st. ST.	S. 22nd ST.	45	Class D Patches
FENTON DR.	NORWOOD DR.	NORWOOD DR.	86	Class D Patches
S. 44th ST.	CLUB VIEW PL.	N. COUNTRY CLUB RD.	45	Class D Patches
E. IRVING DR.	S. SHERIDAN DR.	S. LAKE RIDGE AVE.	125	Class D Patches
E. CANTRELL ST.	AT COUNTRY MANOR DR.		86	Class D Patches
E. ROSEWOOD DR.	S. 44th ST.	S. AIRLANE DR.	64	Class D Patches
E. HAYDEN DR.	S. AIRLANE DR.	S. GREEN MEADOW DR.	110	Class D Patches
E. BEACON DR.	S. AIRLANE DR.	S. AIRPORT RD.	240	Class D Patches
E. GREENHILL RD.	S. LAKE RIDGE AVE.	S. 44th ST.	600	Class D Patches
W. FOREST AVE.	S. SUMMIT AVE.	S. DENNIS AVE.	16	Class D Patches
ALTERNATE: A				
E. WELLINGTON WAY	N. PORTAGE PL.	N. WOODFORD ST.	981	Mill & Overlay with "C" Mix
ALTERNATE: B				
E. DIVISION ST.	N. 24th ST.	N. 27th ST.	1336	Mill & Overlay with "C" Mix
ALTERNATE: C				
N. 33rd ST.	E. DIVISION ST.	E. FARIES PKWY.	1300	Mill & Overlay with "C" Mix

City of Decatur, Illinois | Department of Public Works

CP 2019-25 Local MFT | Annual Street Improvement

SUMMARY OF QUANTITIES

Item No	Item	Quantity	Unit
Base Bid Items			
20800150	TRENCH BACKFILL	270.00	CU YD
35200600	EARTH EXCAVATION	183.15	CU YD
40600290	BITUMINOUS MATERIAL (TACK COAT)	9,020.05	POUND
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	112.11	SQ YD
40600990	TEMPORARY RAMP	467.80	SQ YD
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	184.61	TON
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	2,948.30	TON
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	51.90	SQ YD
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	10,758.10	SQ FT
42400800	DETECTABLE WARNINGS	470.00	SQ FT
44000100	PAVEMENT REMOVAL	1,098.89	SQ YD
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,889.77	SQ YD
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3 INCH	16,055.90	SQ YD
44000200	DRIVEWAY PAVEMENT REMOVAL	101.90	SQ YD
44000300	CURB REMOVAL	285.00	FOOT
44000600	SIDEWALK REMOVAL	10,231.10	SQ FT
44001700	COMB CONCRETE CURB AND GUTTER REM AND REPL	1,641.00	FOOT
44003100	MEDIAN REMOVAL	1,224.00	SQ FT
44200994	CLASS B PATCHES, TYPE II, 12 INCH	84.70	SQ YD
44201000	CLASS B PATCHES, TYPE IV, 12 INCH	222.20	SQ YD
44201297	DOWEL BARS, 1 INCH	124.00	EACH
44213200	SAWCUTS	2,398.00	FOOT
44213202	TIE BARS, 1 INCH	158.00	EACH
44201705	CLASS D PATCHES, TYPE II, 5 INCH	80.90	SQ YD
44201709	CLASS D PATCHES, TYPE III, 5 INCH	273.30	SQ YD
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	3,993.60	SQ YD
56500600	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	2.00	EACH
60254300	CATCH BASIN TO BE RECONSTRUCTED WITH NEW TYPE 15 FRAME AND LID	7.00	EACH
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	14.00	EACH
60300350	MANHOLE FRAMES TO BE ADJUSTED	7.00	EACH
60300405	VALVE BOX FRAMES TO BE ADJUSTED	2.00	EACH
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	4.00	EACH
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	85.00	FOOT
70300100	SHORT TERM PAVEMENT MARKING	389.00	FOOT
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	129.60	SQ FT
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	124.80	SQ FT
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	6,656.80	FOOT
78000600	THERMOPLASTIC PAVEMENT MARKING 12 INCH	180.00	FOOT
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	58.00	FOOT
81400100	HANDHOLE	1.00	EACH
88600100	DETECTOR LOOP, TYPE I	491.00	FOOT
X0001000	PCC SIDEWALK WALL	50.00	FOOT
X3510140	AGGREGATE BASE COURSE, SPECIAL	375.45	TON
X4410001	CLASS D PATCH FOR WATER SERVICE, 5 INCH	200.00	SQ YD
X5620001	1" COPPER SERVICE, BORED	1,804.00	FOOT
X5620010	DISCONNECT WATER SERVICE	3.00	EACH
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	72.00	EACH
X5650002	CORPORATION STOP REPLACE	10.00	EACH
X8140001	HANDHOLE IN ROADWAY	1.00	EACH
X8300001	REMOVE AND RELOCATE LIGHT POLE	1.00	EACH
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DED & EXTRA WORK	1.00	LSUM

SUMMARY OF QUANTITIES

Item No	Item	Quantity	Unit
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(A) Alternate Bid Items (Wellington Way; Portage Pl. to Woodford St.)

40600290	BITUMINOUS MATERIAL (TACK COAT)	1,182.60	POUND
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	12.00	SQ YD
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	220.75	TON
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,628.00	SQ YD

(B) Alternate Bid Items (Division Street; 24th St. to 27th St.)

40600290	BITUMINOUS MATERIAL (TACK COAT)	1,170.00	POUND
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	8.00	SQ YD
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	218.40	TON
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	206.50	SQ FT
42400800	DETECTABLE WARNINGS	20.00	SQ FT
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,600.00	SQ YD
44000600	SIDEWALK REMOVAL	181.50	SQ FT
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	57.60	SQ YD
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	2.00	EACH
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	2,600.00	FOOT

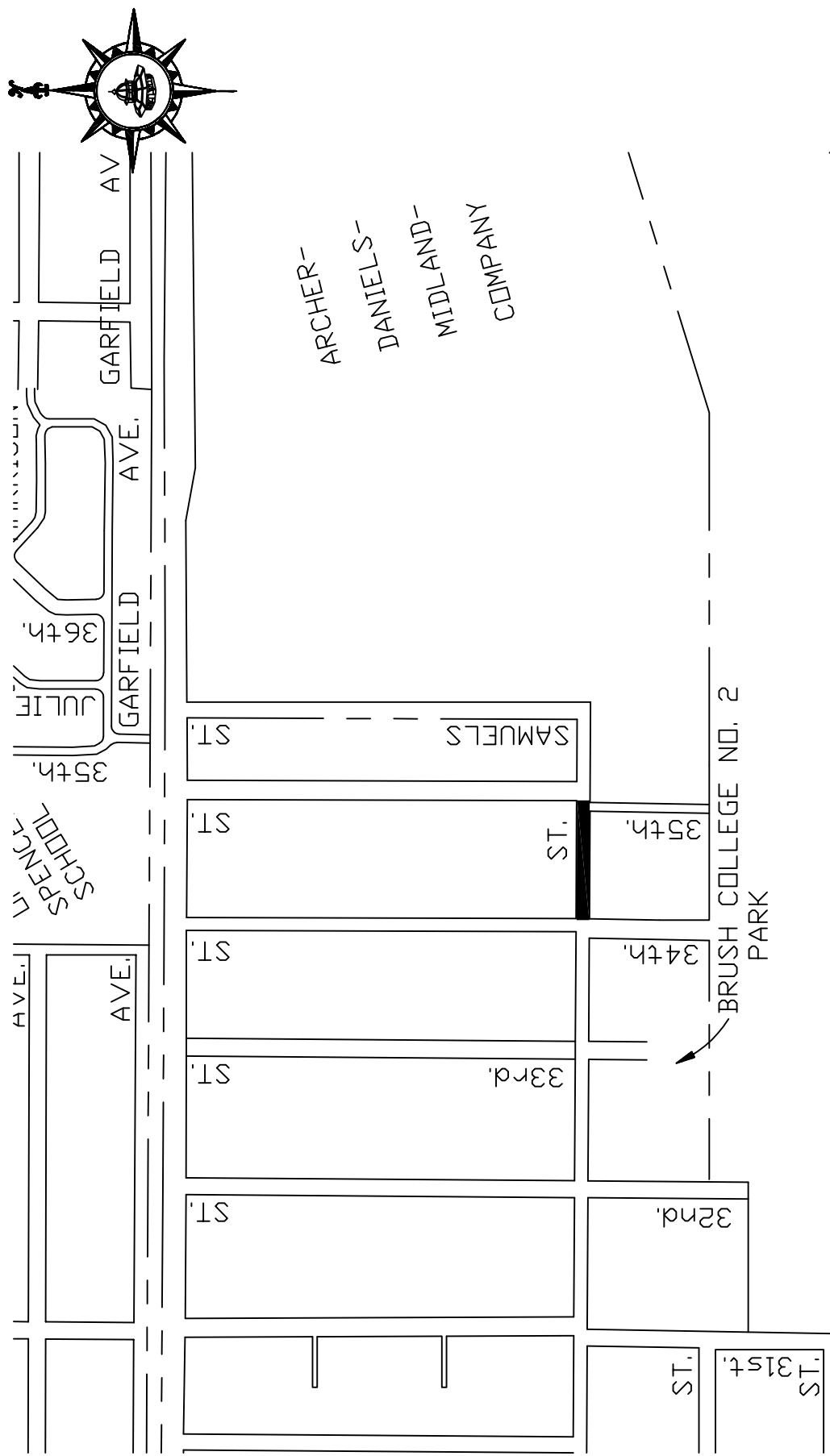
(C) Alternate Bid Items (33rd Street; Division St. to Faries Parkway)

40600290	BITUMINOUS MATERIAL (TACK COAT)	1,230.00	POUND
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	9.00	SQ YD
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	229.60	TON
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,733.33	SQ YD
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	2.00	EACH
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	2,460.00	FOOT



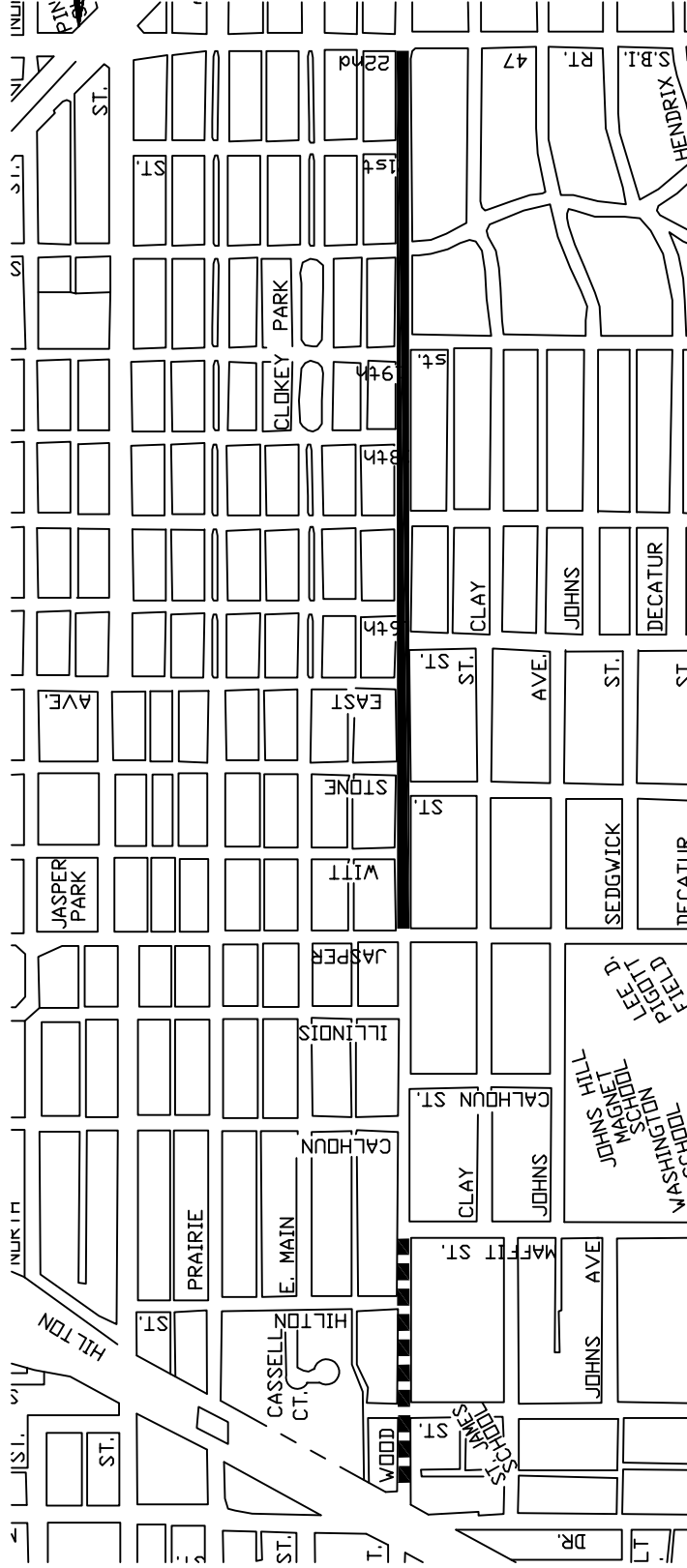
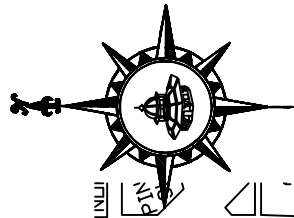
LEGEND

-  N. WARREN ST - 1.5" MILL & HMA SURFACE COURSE
 E. CENTRAL AVE - 1.5" MILL & HMA SURFACE COURSE
 N. MLK Jr Dr - KING ST. TURN LANE & CLASS B PATCHES.



LEGEND

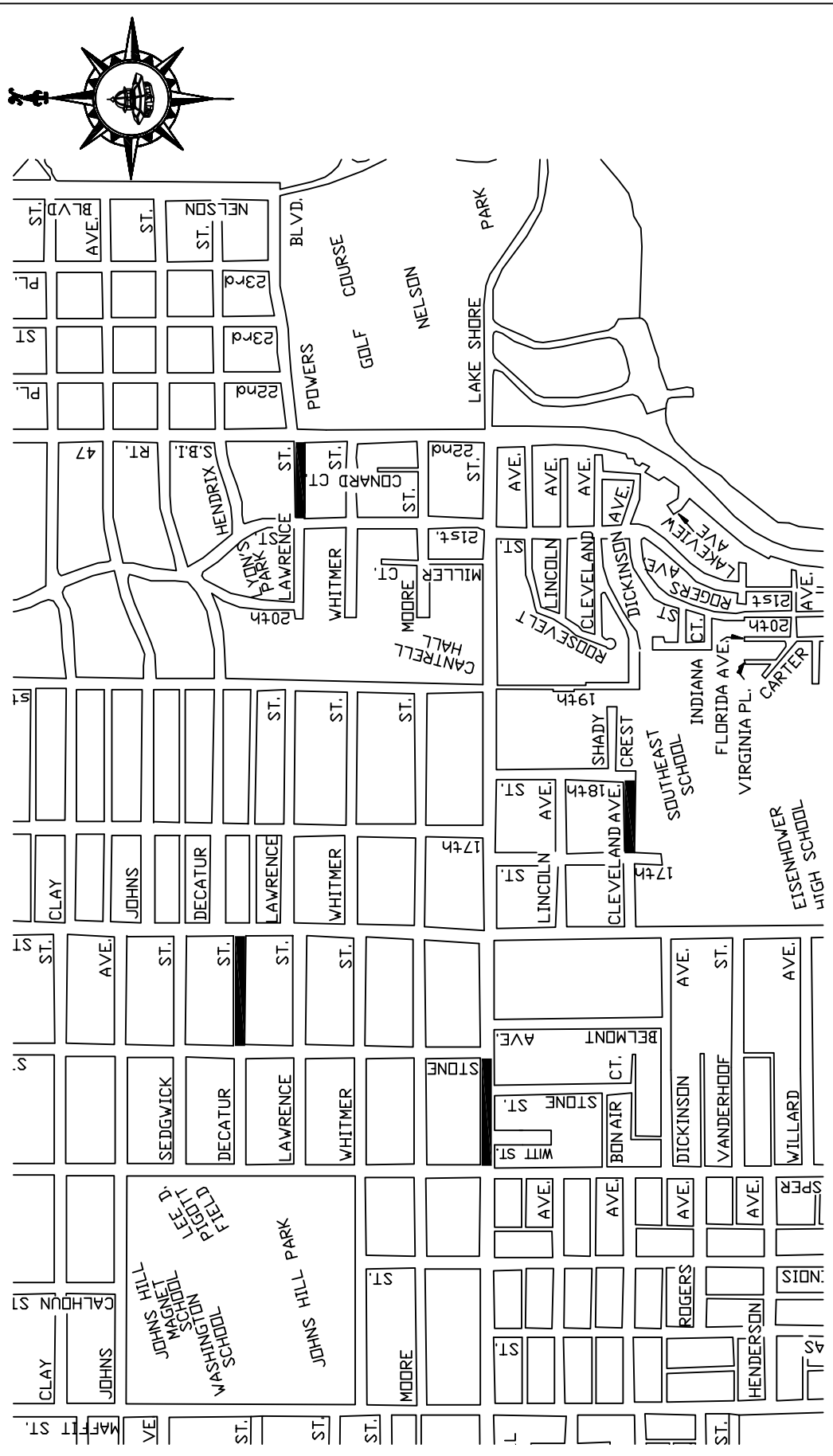
 E. DIVISION ST - FULL DEPTH REMOVAL & RECONSTRUCT



LEGEND

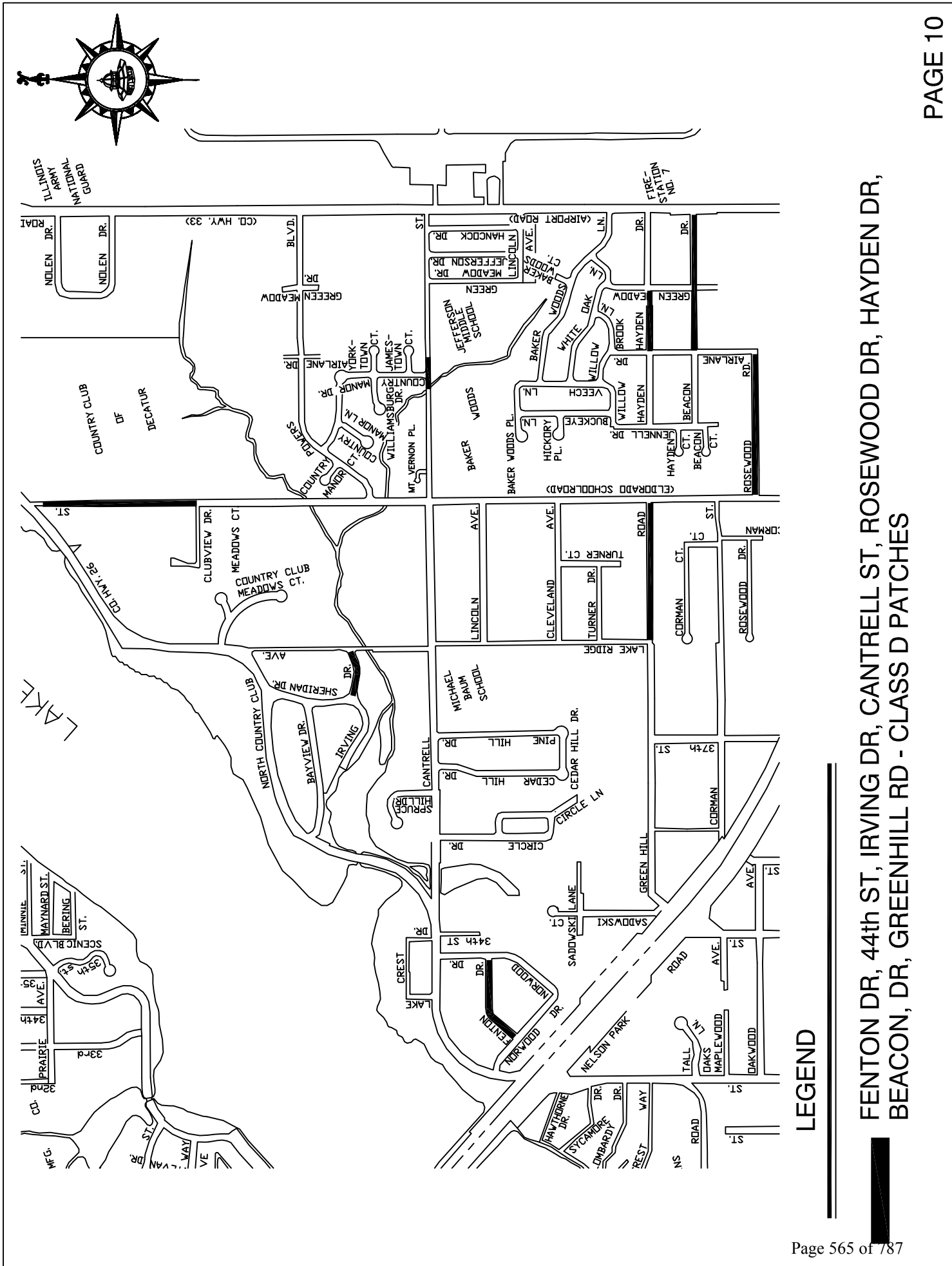
■ ■ ■ E. WOOD ST - CLASS D PATCHES

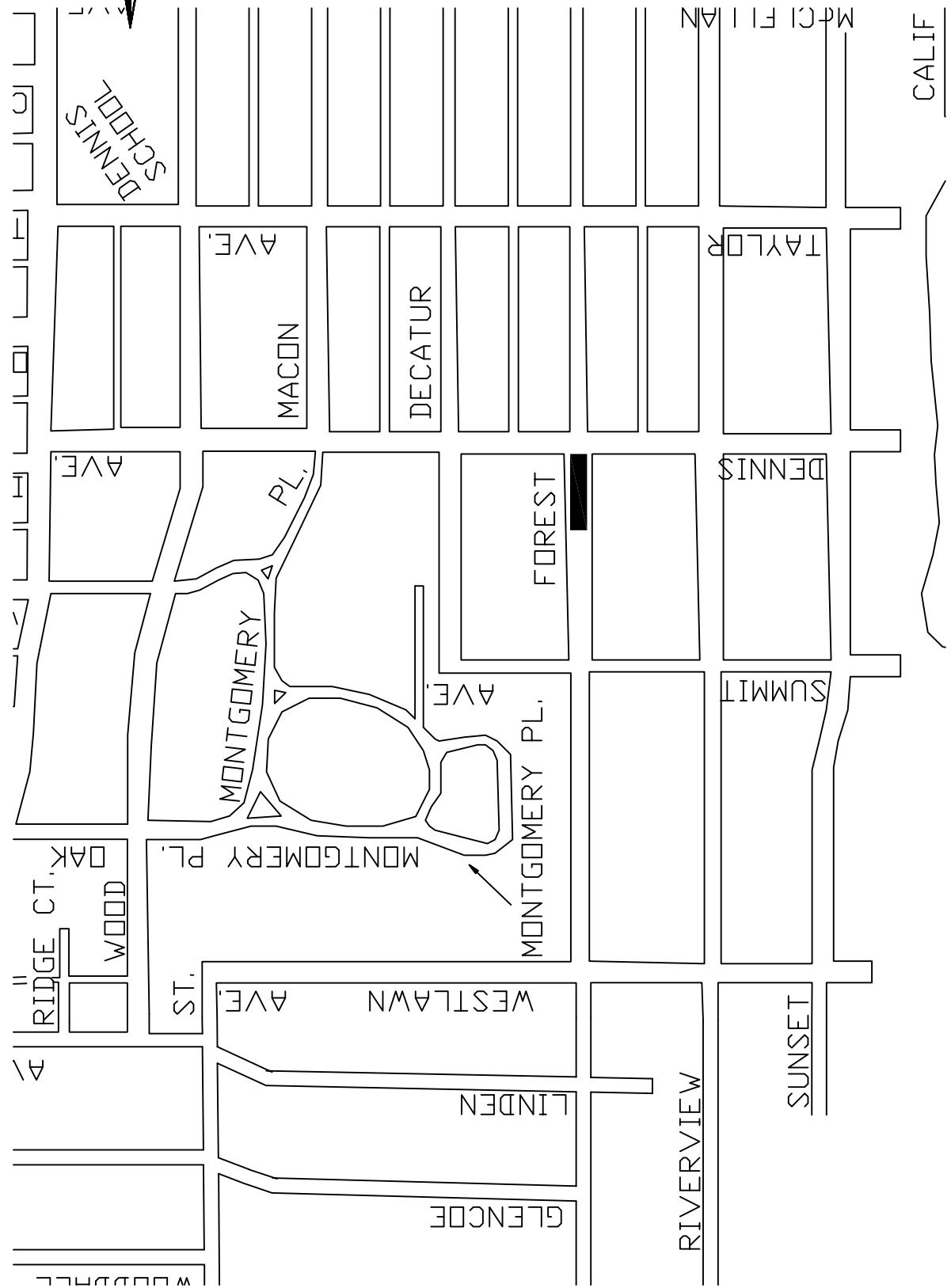
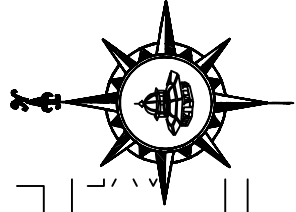
■ E. WOOD ST - UTILITIES, CLASS D PATCHES, MILL & OVERLAY WITH "C" MIX



LEGEND

E. CANTRELL ST, E. DECATUR ST, E. CLEVELAND AVE, E. LAWRENCE ST.
CLASS D PATCHES

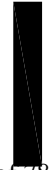


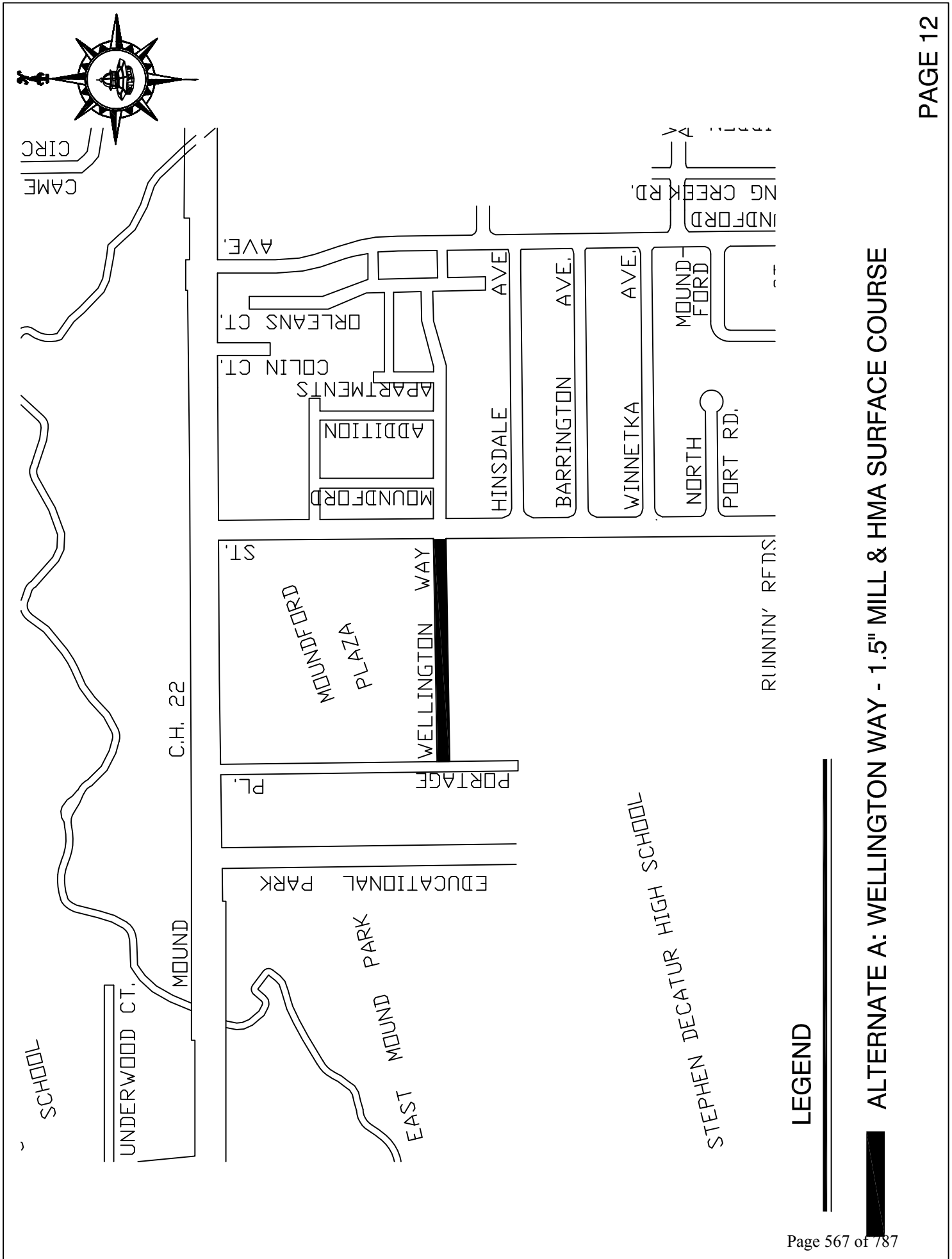


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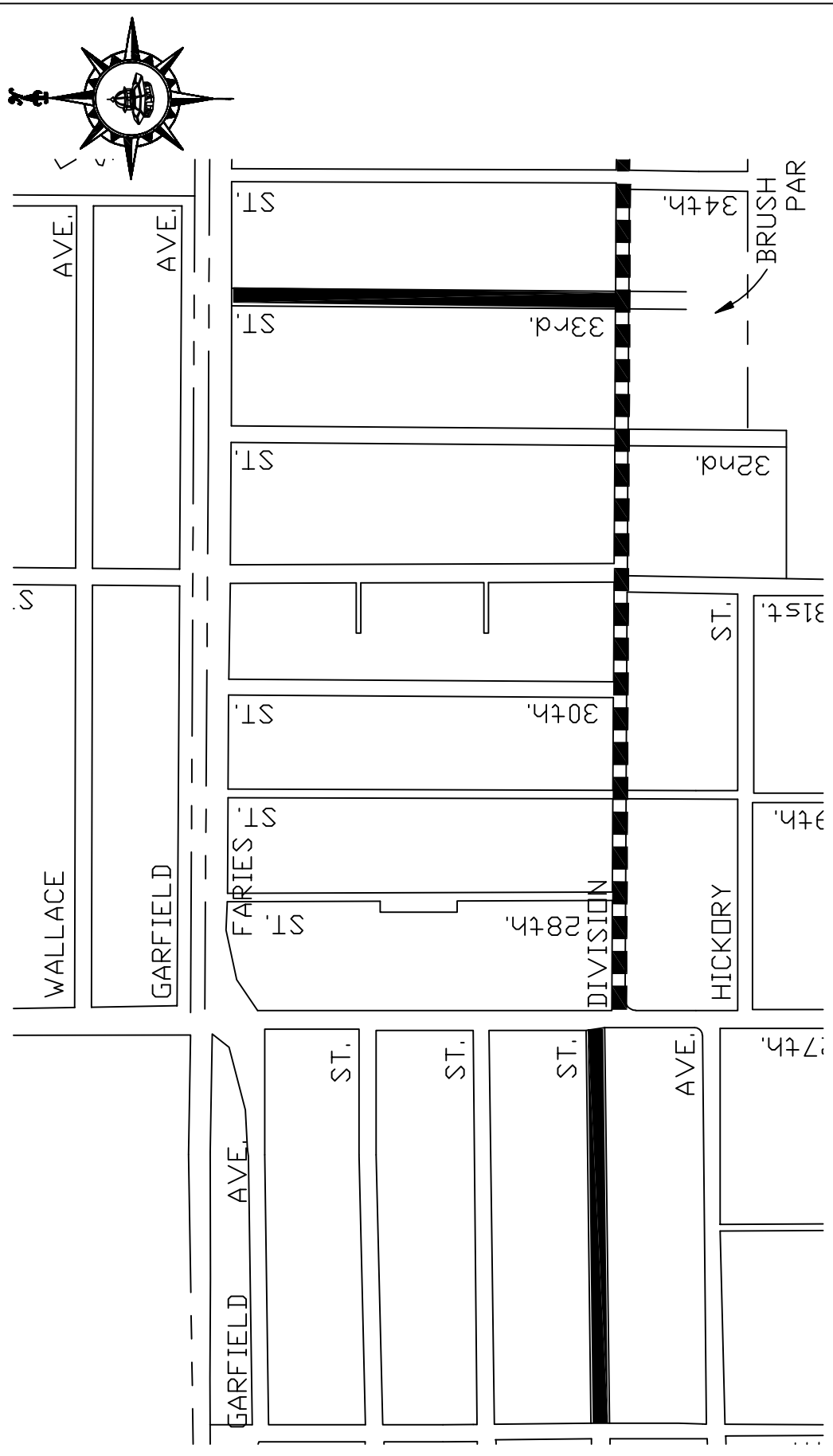
W. FOREST AVE - CLASS D PATCH





LEGEND

ALTERNATE A: WELLINGTON WAY - 1.5" MILL & HMA SURFACE COURSE



LEGEND

-  E. DIVISION ST - CLASS D PATCHES
-  ALTERNATE B: E. DIVISION ST - 1.5" MILL & HMA SURFACE COURSE
-  ALTERNATE C: N. 33rd ST - 1.5" MILL & HMA SURFACE COURSE

City of Decatur, Illinois | Department of Public Works
CP2019-25 Local MFT : Annual Street Improvement

35200600 Earth Excavation

Location	From	To	Quantity (Cu Yd)
E. Division St.	N. 34th St.	N. 35th St.	183.15
Grand Totals			183.15

X3510140 Aggregate Base Course

Location	From	To	Quantity (Tons)
E. Division St	N. 34th St	N. 35th St	375.45
Grand Totals			375.45

City of Decatur, Illinois | Department of Public Works
CP 2019-25 Local MFT | Annual Street Improvement
Paving Schedule

40600290 Bituminous Materials (Tack Coat)
40600982 HMA Surface Removal, Butt Joint
40603080 HMA Binder Course, IL-19, N50
40603310 HMA Surface Course, Mix "C" N50
44000100 Pavement Removal
44000155 HMA Surface Removal, 1 1/2 Inch
44000161 HMA Surface Removal, 3 Inch

Location/Station	Bituminous Material (Tack Coat) (40600290) Pound	HMA Surface Removal, Butt Joint (40600982) Square Yard	HMA Binder Course, IL-19, N50 (40603080) Ton	HMA Surface Course, Mix "C", N50 (40603310) Ton	Pavement Removal (44000100) Square Yard	HMA Surface Removal, 1 1/2 Inch (44000155) Square Yard	HMA Surface Removal, 3 Inch (44000161) Square Yard
E. Central Ave							
End of Street to Warren	762.50	6.78		142.33		1694.44	
Central Ave Totals	762.50	6.78		142.33		1694.44	
N., Warren St							
Central Ave to King St	537.90	6.67		100.41		1195.33	
Warren Totals	537.90	6.67		100.41		1195.33	
E. Division St							
34th St to 35th St	494.50	5.11	184.61	123.08	1098.89		
Division Totals	494.50	5.11	184.61	123.08	1098.89		
E. Wood St							
Jasper St to 22nd St	6609.60	7.56		2467.58			14688.00
S. Witt Approach	56.25	5.56		10.50			125.00
Stone St. Approaches	65.39	12.00		12.21			145.30
East Ave Approach	29.61	6.44		5.53			65.80
16th St Approaches	209.61	12.89		39.13			465.80
17th St Approaches	49.10	12.67		9.16			109.10
18th St Approach	36.50	6.00		6.81			81.10
19th St Approaches	65.61	12.22		12.25			145.80
20th St Approaches	75.02	12.00		14.00			166.70
21st St Approach	28.49	6.22		5.32			63.30
Wood St Totals	7225.16	93.56		2582.49			16055.90
Base Bid Totals	9020.05	112.11	184.61	2948.30	1098.89	2889.77	16055.90
ALTERNATE A:							
E. Wellington Way							
Portage Pl to Woodford St.	1182.60	12.00		220.75		2628.00	
Alternate A Totals	1182.60	12.00		220.75		2628.00	
ALTERNATE B:							
E Division St							
24th St to 27th St	1170.00	8.00		218.40		2600.00	
Alternate B Totals	1170.00	8.00		218.40		2600.00	
ALTERNATE C:							
N 33rd St							
Division St to Faries Pkwy	1230.00	9.00		229.60		2733.33	
Alternate C Totals	1230.00	9.00		229.60		2733.33	
Alternates Totals	3582.60	29.00	0.00	668.75	0.00	7961.33	0.00

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 2019-25 | LOCAL MFT STREET IMPROVEMENT PROJECT
SCHEDULE OF QUANTITIES

42400800 DETECTABLE WARNINGS

42400200 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

X0001000 PCC SIDEWALK WALL

STATION	LT / RT	LENGTH (LF)	WIDTH (LF) AVG	OTHER AREA (SF)	TOTAL AREA (SF)	DETECTORS (SF)	SIDEWALK WALL	RAMP TYPICAL	LOCATION
WOOD ST.									
Witt St.	LT	28.0	5.0	30.0	170.0	10.0		D	Ramp, Northwest Quad
	LT	21.0	5.0	38.5	143.5	10.0		D	Ramp, Northeast Quad
					313.5	20.0	0.0		
Stone St.	RT	21.5	5.0	33.0	140.5	20.0		A	Ramp, Southwest Quad
	LT	35.5	5.0	35.5	213.0	10.0		G	Ramp, Across from SW Quad
	RT	52.5	5.0	52.5	315.0	10.0		A, 1 Dir	Ramp, Southeast Quad
	LT	31.0	5.0	31.0	186.0	10.0		D	Ramp, Northwest Quad
	LT	29.0	5.0	29.0	174.0	10.0		D	Ramp, Northeast Quad
					1028.5	60.0	0.0		
East Ave.	LT	35.0	5.0	35.0	210.0	10.0		D	Ramp, Northwest Quad
	LT	49.0	5.0	49.0	294.0	10.0	25.0	A, 1 Dir	Ramp, Northeast Quad
					504.0	20.0	25.0		
16th St.	RT	18.0	5.0	22.0	112.0	20.0		D	Ramp, Southwest Quad
	RT	25.0	5.0	40.0	165.0	20.0		B	Ramp, Southeast Quad
	LT	32.0	5.0	14.0	174.0	10.0		G	Ramp, Across from SE Quad
	LT	24.0	5.0	24.0	144.0	10.0		A, 1 Dir	Ramp, Northwest Quad
	LT	25.0	5.0	25.0	150.0	10.0		A, 1 Dir	Ramp, Northeast Quad
					745.0	70.0	0.0		
17th St.	RT	28.5	5.0	28.5	171.0	20.0		A	Ramp, Southwest Quad
	RT	32.0	5.0	24.0	184.0	20.0		A	Ramp, Southeast Quad
	LT	39.0	5.0	19.0	214.0	20.0		A	Ramp, Northwest Quad
	LT	32.5	5.0	24.0	186.5	20.0		A	Ramp, Northeast Quad
					755.5	80.0	0.0		
18th St.	LT	36.0	5.0	12.0	192.0	10.0		A, 1 Dir	Ramp, Northwest Quad
	LT	25.8	5.0	9.0	138.0	10.0		A, 1 Dir	Ramp, Northeast Quad
					330.0	20.0	0.0		
19th St.	LT	35.0	5.0	9.5	184.5	10.0		A, 1 Dir	Ramp, Northwest Quad
	LT	42.0	5.0	27.0	237.0	20.0		A	Ramp, Northeast Quad
	RT	30.5	5.0	21.8	174.3	20.0		A	Ramp, Southwest Quad
	RT	33.0	5.0	7.0	172.0	10.0		A, 1 Dir	Ramp, Southeast Quad
					767.8	60.0	0.0		
20th St.	LT	57.0	5.0	28.0	313.0	20.0	25.0	A	Ramp, Northwest Quad
	LT	48.0	5.0	26.0	266.0	20.0		A	Ramp, Northeast Quad
	RT	30.5	5.0	22.3	174.8	20.0		A	Ramp, Southwest Quad
	RT	33.0	5.0	24.0	189.0	20.0		A	Ramp, Southeast Quad
					942.8	80.0	25.0		
2062 E. Wood St.	LT	5.0	5.0	0.0	25.0				Water Service
	LT	6.3	5.0	0.0	31.5				Water Service
					56.5				
2069 E. Wood St.	RT	5.0	5.0		25.0				Water Service
					25.0				

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 2019-25 | LOCAL MFT STREET IMPROVEMENT PROJECT
SCHEDULE OF QUANTITIES

42400800 DETECTABLE WARNINGS

42400200 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

X0001000 PCC SIDEWALK WALL

STATION	LT / RT	LENGTH (LF)	WIDTH (LF) AVG	OTHER AREA (SF)	TOTAL AREA (SF)	DETECTORS (SF)	SIDEWALK WALL	RAMP TYPICAL	LOCATION
21st St.	LT	35.0	5.0	18.0	193.0	10.0		A, 1 Dir	Ramp, Northwest Quad
					193.0	10.0			
2104 E. Wood St.	LT	10.0	5.0	0.0	50.0				Water Service
					50.0				
2113 E. Wood St.	RT	6.3	5.0	0.0	31.5				Water Service
					31.5				
2143 E. Wood St.	RT	10.0	5.0	0.0	50.0				Water Service
					50.0				
2151 E. Wood St.	RT	5.0	5.0	0.0	25.0				Water Service
					25.0				
CENTRAL AVE									
West End	RT	25.0	5.0		125.0	10.0		C	Ramp, Southwest Quad
	RT	10.0	6.0		60.0				Southwest Quad
	RT	480.0	5.0		2400.0				South Side
	LT	365.0	5.0		1825.0				North Side
Warren St	LT	9.0	5.0		45.0	10.0		G	Ramp
	RT	9.0	5.0		45.0	10.0		G	Ramp
					4500.0	30.0			
WARREN ST									
Central Ave	RT	10.0	6.0		60.0	10.0		D	Ramp, Northeast Quad
	RT	5.0	5.0		25.0				Northeast Quad
	RT	10.0	5.0		50.0				Northeast Quad
	RT	20.0	5.0		100.0				Northeast Quad
					235.0	10.0			
	LT	10.0	6.0		60.0	10.0		D	Ramp, Northwest Quad
	LT	15.0	5.0		75.0				Northwest Quad
	LT	5.0	5.0		25.0				Northwest Quad
					160.0	10.0			
BASE TOTALS					10713.1	470.0	50.0		
ALTERNATE B									
DIVISION ST.									
27TH	LT	15.0	5.0	15.0	75.0	10.0			Northwest Quad
					75.0	10.0			
	RT	10.5	3.0	10.0	41.5	10.0			Southwest Quad
	RT	15.0	5.0	15.0	90.0				Southwest Quad
					131.5	10.0			
ALTERNATE TOTAL					206.5	20.0	0.0		

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 2019-25 | LOCAL MFT STREET IMPROVEMENT PROJECT
SCHEDULE OF QUANTITIES

42300200 PORTLAND CEMENT CONCRETE DRIVEWAY, 6"

44000200 DRIVEWAY REMOVAL

44000600 SIDEWALK REMOVAL

STATION/LOCATION	LT / RT	LENGTH (LF)	WIDTH (LF) AVG	OTHER AREA (SF)	TOTAL AREA (SF)	DRIVEWAY PVT REM & REP (SY)	Notes	LOCATION
WOOD ST.								
Witt St.	LT	28.0	5.0	12.0	152.0			Northwest Quad
	LT	21.0	5.0	17.5	122.5			Northeast Quad
					274.5			
Stone St.	RT	21.5	5.0	11.5	119.0			Southwest Quad
	LT	29.0	5.0	0.0	145.0			Across from SW Quad
	RT	60.5	5.0	0.0	302.5			Southeast Quad
	LT	33.0	5.0	6.3	171.3			Northwest Quad
	LT	33.0	5.0	0.0	165.0			Northeast Quad
					902.8			
East Ave.	LT	32.8	5.0	22.3	186.3			Northwest Quad
	LT	55.0	5.0	22.2	297.2			Northeast Quad
					483.5			
16th St.	RT	18.0	5.0	4.0	94.0			Southwest Quad
	RT	25.0	5.0	15.0	140.0			Southeast Quad
	LT	25.0	5.0	0.0	125.0			Across from SE Quad
	LT	27.8	5.0	4.0	143.0			Northwest Quad
	LT	30.0	5.0	4.0	154.0			Northeast Quad
					656.0			
1607 E. Wood St.	RT					9.0		Water Service
						9.0		
17th St.	RT	28.5	5.0	13.5	156.0			Southwest Quad
	RT	32.0	5.0	9.0	169.0			Southeast Quad
	LT	39.0	5.0	4.0	199.0			Northwest Quad
	LT	32.5	5.0	6.0	168.5			Northeast Quad
					692.5			
1764 E. Wood St.	LT					11.1	2 Valves	Water Service
						11.1		
18th St.	LT	38.0	5.0	1.0	191.0			Northwest Quad
	LT	30.0	5.0	7.0	157.0			Northeast Quad
					348.0			
1853 E. Wood St.	RT					8.6		Water Service
						8.6		
19th St.	LT	41.5	5.0	9.5	217.0			Northwest Quad
	LT	42.0	5.0	9.0	219.0			Northeast Quad
	RT	32.0	5.0	0.0	160.0			Southwest Quad
	RT	39.0	5.0	3.5	198.5			Southeast Quad
					794.5			
1936 E. Wood St.	LT					5.6	2 Valves	Water Service
						5.6		
20th St.	LT	57.0	5.0	11.0	296.0			Northwest Quad
	LT	48.0	5.0	10.0	250.0			Northeast Quad
	RT	30.5	5.0	9.8	162.3			Southwest Quad
	RT	33.0	5.0	9.0	174.0			Southeast Quad
					882.3			
2062 E. Wood St.	LT	5.0	5.0	0.0	25.0	8.3	2 valves	Water Service
	LT	6.3	5.0	0.0	31.5			
					56.5	8.3		
2069 E. Wood St.	RT	5.0	5.0	0.0	25.0			Water Service
					25.0			

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 2019-25 | LOCAL MFT STREET IMPROVEMENT PROJECT
SCHEDULE OF QUANTITIES

42300200 PORTLAND CEMENT CONCRETE DRIVEWAY, 6"

44000200 DRIVEWAY REMOVAL

44000600 SIDEWALK REMOVAL

STATION/LOCATION	LT / RT	LENGTH (LF)	WIDTH (LF) AVG	OTHER AREA (SF)	TOTAL AREA (SF)	DRIVEWAY PVT REM & REP (SY)	Notes	LOCATION
21st St.	LT	35.0	5.0	9.0	184.0			Northwest Quad
					184.0			
2104 E. Wood St.	LT	10.0	5.0	0.0	50.0	9.3	2 valves	Water Service
					50.0	9.3		
2113 E. Wood St.	RT	6.3	5.0	0.0	31.5			Water Service
					31.5			
2143 E. Wood St.	RT	10.0	5.0	0.0	50.0			Water Service
					50.0			
2151 E. Wood St.	RT	5.0	5.0	0.0	25.0			Water Service
					25.0			
CENTRAL AVE.								
West End	RT	35.0	5.0		175.0			Southwest Quad
	RT	480.0	5.0		2400.0			South Side
	LT	365.0	5.0		1825.0			North Side
					4400.0			
WARREN ST								
Central Ave	RT	20.0	5.0		100.0			Northeast Quad
	RT	5.0	5.0		25.0			Northeast Quad
	RT	10.0	5.0		50.0			Northeast Quad
	RT	10.0	5.0		50.0			Northeast Quad
					225.0			
	LT	15.0	5.0		75.0			Northwest Quad
	LT	15.0	5.0		75.0			Northwest Quad
					150.0			
Central to King						50.0	Rem Only	
						50.0	Rem Only	
BASE TOTAL					10231.1	101.9		
ALTERNATE B								
DIVISION ST.								
27TH	LT	15.0	5.0		75.0			Northwest Quad
					75.0			
	RT	10.5	3.0		31.5			Southwest Quad
	RT	15.0	5.0		75.0			Southwest Quad
					106.5			
ALTERNATE TOTAL					181.5			

City of Decatur, Illinois | Department of Public Works
CP 2019-25 Local MFT I Annual Street Improvement
Class B Patching Schedule

44200994 Class B Patch, TY 2, 12 Inch
44200998 Class B Patch, TY 3, 12 Inch
44201000 Class B Patch, TY 4, 12 Inch
44201297 Dowel Bars, 1"
44213202 Tie Bars, 1"
44213200 Sawcuts

LOCATION / STATION	LANE 1 (N Bound)			LANE 2 (S Bound)			LANE 3 (CL)			LANE 4			LANE 5			Class B Patch, TY 2 Total (SY)	Class B Patch, TY 4 Total (SY)	DOWEL BARS	TIE BARS	SAW CUTS
	LENGTH (FT)	WIDTH (FT)	AREA (SY)	LENGTH (FT)	WIDTH (FT)	AREA (SY)	LENGTH (FT)	WIDTH (FT)	AREA (SY)	LENGTH (FT)	WIDTH (FT)	AREA (SY)	LENGTH (FT)	WIDTH (FT)	AREA (SY)					
MARTIN LUTHER KING Jr DR																				
725 N MLK				7.0	7.0	5.4										5.4		10	0	42.0
921 N MLK				13.0	10.0	14.4										14.4		16	0	69.0
1075 N MLK				12.0	10.0	13.3										13.3		16	0	66.0
1075 N MLK				12.0	11.0	14.7										14.7		18	0	69.0
MLK & CONDIT				10.5	12.0	14.0										14.0		20	0	67.5
1250 N MLK	12.5	10.5	14.6													14.6		16	0	69.0
1250 N MLK	12.5	6.0	8.3													8.3		8	0	55.5
KING ST TURN LANE							160.0	12.5	222.2								222.2	20	158	520.0
																		0	0	
TOTALS																84.7	222.2	124	158	958

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 19-25 | ANNUAL STREET RESTORATION
SCHEDULE OF QUANTITIES

44201705 CLASS D PATCHES T2, 5"
44201709 CLASS D PATCHES T3, 5"
44201711 CLASS D PATCHES T4, 5"

No.	STATION OR ADDRESS		STREET NAME	LT/RT	LENGTH (LF)	WIDTH (LF)	AREA (SY)	TYPE II (5-15 SY)	TYPE III (15-25 SY)	TYPE IV (>25 SY)	REMARKS
1	704	E	WOOD	RT	19.0	10.0	21.1		21.1		EBL
2	720	E	WOOD	RT	42.0	12.0	56.0			56.0	EBL
3	801	E	WOOD	RT	92.0	13.0	132.9			132.9	EBL
4	801	E	WOOD	RT	42.0	12.0	56.0			56.0	EBL
5	1612	E	WOOD	RT	47.0	7.0	36.6			36.6	EBL
6	1630	E	WOOD	RT	68.0	13.0	98.2			98.2	EBL
7	1661	E	WOOD	RT	68.0	7.0	52.9			52.9	EBL
8	1845	E	WOOD	RT	49.0	18.0	98.0			98.0	EBL
9	1865	E	WOOD	RT	21.0	18.0	42.0			42.0	EBL
10	1871	E	WOOD	RT	16.0	8.0	14.2	14.2			EBL
11	1931	E	WOOD	RT	80.0	7.0	62.2			62.2	EBL
12	2011	E	WOOD	RT	91.0	7.0	70.8			70.8	EBL
13	2037	E	WOOD	RT	203.0	7.0	157.9			157.9	EBL
14	2097	E	WOOD	RT	23.0	8.0	20.4		20.4		EBL
15	802	E	WOOD	LT	50.0	8.0	44.4			44.4	WBL
16	1646	E	WOOD	LT	70.0	9.0	70.0			70.0	WBL
17	1848	E	WOOD	LT	15.0	7.0	11.7	11.7			WBL
18	1928	E	WOOD	LT	86.0	8.0	76.4			76.4	WBL
19	1944	E	WOOD	LT	13.0	8.0	11.6	11.6			WBL
20	1960	E	WOOD	LT	12.0	8.0	10.7	10.7			WBL
21	2004	E	WOOD	LT	70.0	10.0	77.8			77.8	WBL
22	2054	E	WOOD	LT	57.0	9.0	57.0			57.0	WBL
23	2097	E	WOOD	LT	36.0	12.0	48.0			48.0	WBL
24	2112	E	WOOD	LT	75.0	9.0	75.0			75.0	WBL
25	2112	E	WOOD	LT	37.0	11.0	45.2			45.2	WBL
26	Wood & 16th	E	WOOD	RT	18.0	18.0	36.0			36.0	EBL
27	1+30	E	CENTRAL	LT	24.0	11.0	29.3			29.3	WBL
28	1+80	E	CENTRAL	RT	21.0	20.0	46.7			46.7	EBL
29	2+08	E	CENTRAL	CL	21.0	11.0	25.7			25.7	CTR
30	2+54	E	CENTRAL	RT	15.0	9.0	15.0		15.0		EBL
31	2+82	E	CENTRAL	CL	7.0	12.0	9.3	9.3			CTR
32	3+83	E	CENTRAL	RT	29.0	19.0	61.2			61.2	EBL
33	4+68	E	CENTRAL	RT	24.0	19.0	50.7			50.7	EBL
34	5+35	E	CENTRAL	LT	21.0	23.0	53.7			53.7	EBL
35	2753	E	DIVISION	LT	42.0	7.0	32.7			32.7	WBL
36	2758	E	DIVISION	LT	42.0	12.0	56.0			56.0	WBL
37	2801	E	DIVISION	LT	15.0	7.0	11.7	11.7			WBL
38	2810	E	DIVISION	LT	42.0	7.0	32.7			32.7	WBL
39	2891	E	DIVISION	LT	48.0	7.0	37.3			37.3	WBL
40	2895	E	DIVISION	RT	20.0	7.0	15.6		15.6		EBL
41	2904	E	DIVISION	LT	21.0	7.0	16.3		16.3		WBL
42	2919	E	DIVISION	LT/RT	23.0	23.0	58.8			58.8	
43	2291	E	DIVISION	RT	15.0	7.0	11.7	11.7			EBL
44	3085	E	DIVISION	RT	55.0	14.0	85.6			85.6	EBL
45	3165	E	DIVISION	RT	20.0	7.0	15.6		15.6		EBL
46	3201	E	DIVISION	LT	25.0	7.0	19.4		19.4		WBL
47	3225	E	DIVISION	RT	70.0	11.5	89.4			89.4	EBL
48	3284	E	DIVISION	LT	20.0	7.0	15.6		15.6		WBL
49	3298	E	DIVISION	LT/RT	40.0	7.0	31.1			31.1	CENTER OF STREET
50	3312	E	DIVISION	LT	70.0	7.0	54.4			54.4	WBL
51	3312	E	DIVISION	RT	28.0	8.0	24.9		24.9		EBL
52	1625	N	34th	RT	120.0	11.0	146.7			146.7	EBL OF DIVISION
53	1220	E	CANTRELL	LT	45.0	16.0	80.0			80.0	WBL
54	1233	E	CANTRELL	RT	83.0	16.0	147.6			147.6	EBL
55	1544	E	DECATUR	LT/RT	40.0	30.0	133.3			133.3	INTERSECTION
56	1762	E	CLEVELAND	RT	85.0	11.0	103.9			103.9	EBL
57	1771	E	CLEVELAND	RT	56.0	7.0	43.6			43.6	EBL
58	2103	E	LAWRENCE	LT/RT	45.0	13.0	65.0			65.0	INTERSECTION
59	8		FENTON	RT	28.0	7.0	21.8		21.8		EBL
60	8		FENTON	RT	58.0	7.0	45.1			45.1	EBL
61	235	S	44TH	RT	45.0	7.0	35.0			35.0	NBL
62	4160	E	IRVING DR	LT	65.0	7.0	50.6			50.6	EBL
63	4161	E	IRVING DR	RT	60.0	13.0	86.7			86.7	WBL
64	770		COUNTRY MANOR	LT	58.0	7.0	45.1			45.1	ON CANTRELL
65	775		COUNTRY MANOR	LT	28.0	7.0	21.8		21.8		ON CANTRELL
66	4402	E	ROSEWOOD DR.	LT/RT	64.0	7.0	49.8			49.8	
67	4870	E	HAYDEN DR	LT	110.0	7.0	85.6			85.6	WBL
68	4710	E	BEACON DR.	LT/RT	88.0	20.0	195.6			195.6	
69	4711	E	BEACON DR.	RT	30.0	7.0	23.3		23.3		EBL
70	4730	E	BEACON DR.	LT	56.0	7.0	43.6			43.6	WBL
71	4868	E	BEACON DR.	LT	65.0	7.0	50.6			50.6	WBL
72	4023	E	GREENHILL	LT	25.0	7.0	19.4		19.4		WBL
73	4034	E	GREENHILL	RT	280.0	7.0	217.8			217.8	EBL
74	4146	E	GREENHILL	RT	95.0	7.0	73.9			73.9	EBL
75	4226	E	GREENHILL	RT	120.0	7.0	93.3			93.3	EBL
76	4255	E	GREENHILL	LT	80.0	7.0	62.2			62.2	WBL
77	1615	W	FOREST	RT	16.0	13.0	23.1		23.1		
BASE TOTALS							4,347.80	80.90	273.30	3,993.60	
Alternate B											
A1	2506	E	DIVISION	LT	74.0	7.0	57.6			57.6	WBL
ALTERNATE TOTALS							57.60			57.60	

*Locations in **BOLD** are to be done only after all other base bid work is complete, or as directed by the Engineer

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 19-25 LOCAL MFT | ANNUAL STREET IMPROVEMENT
SCHEDULE OF QUANTITIES

44000500 COMBINATION CONCRETE CURB AND GUTTER REMOVAL
44001700 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
60604310 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12

BLOCK / STATION	LOCATION	RT OR LT	TYPE	LENGTH (FOOT)	SUB- TOTAL	REMARKS
CENTRAL AVE.	West End	RT	B	490		South Side Entire
		LT	B	380		North Side Entire
					870.0	
WARREN AVE.	Central Ave	SE	B	25		ADA Ramp
		SW	B	35		ADA Ramp
		RT	B	32		Drive Appr R/R
		RT	B	50		Drive Appr R/R
		RT	B	20		Drive Appr R/R
		RT	B	31		Drive Appr R/R
					193.0	
WOOD ST	Witt St	NW	B	12		ADA Ramp
		NE	B	13		ADA Ramp
					25	
	Stone St	SW	B	25		ADA Ramp
		SE	B	25		ADA Ramp
	1336 Wood St	LT	B	7		ADA Ramp
		NW	B	11		ADA Ramp
		NE	B	9		ADA Ramp
					77	
	East Ave	NW	B	25		ADA Ramp
		NE	B	8		ADA Ramp
					33	
	16th St	SW	B	17		ADA Ramp
		SE	B	19		ADA Ramp
	1540 Wood St	LT	B	8		ADA Ramp
		NW	B	8		ADA Ramp
		NE	B	8		ADA Ramp
	1607	RT	B	16		Drive Appr R/R
					76.0	
	17th St	NW	B	24		ADA Ramp
		NE	B	27		ADA Ramp
		SW	B	24		ADA Ramp
		SE	B	27		ADA Ramp
	1764	LT	B	16		Drive Appr R/R
					118	
	18th St	NW	B	23		ADA Ramp
		NE	B	7		ADA Ramp
	1853	RT	B	13		Drive Appr R/R
					43	

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 19-25 LOCAL MFT | ANNUAL STREET IMPROVEMENT
SCHEDULE OF QUANTITIES

44000500 COMBINATION CONCRETE CURB AND GUTTER REMOVAL
44001700 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
60604310 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12

BLOCK / STATION	LOCATION	RT OR LT	TYPE	LENGTH (FOOT)	SUB-TOTAL	REMARKS
	19th St	NW	B	8		ADA Ramp
		NE	B	21		ADA Ramp
		SW	B	16		ADA Ramp
		SE	B	19		ADA Ramp
	1936	LT	B	8		Drive Appr R/R
					72	
	20th St	NW	B	26		ADA Ramp
		NE	B	23		ADA Ramp
		SW	B	22		ADA Ramp
		SE	B	25		ADA Ramp
	2062	LT	B	10		Drive Appr R/R
					106	
	21st St	NW	B	10		ADA Ramp
	2104	LT	B	12		Drive Appr R/R
					22	
TOTALS					1635.0	

BLOCK / STATION	LOCATION	LANE	TYPE	REMOVAL (FOOT)	REM & REPL (FOOT)	COMB C & G, TYPE B-6.12 (FOOT)
MLK Jr Dr	King St Turn Lane	CTR	B	285	6	85
TOTALS				285	6	85

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 18-25 LOCAL MFT | ANNUAL STREET IMPROVEMENT
SCHEDULE OF UTILITIES

56500600 DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED
60254300 CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 15 FRAME AND LID
60255800 MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID
60300105 FRAMES AND GRATES TO BE ADJUSTED (RISER) 17"X22"
60300350 MANHOLE FRAMES TO BE ADJUSTED (RISER RING)
60300405 VALVE BOX FRAMES TO BE ADJUSTED (RISER RING)
60300410 VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES

LOCATION BY ADDRESS OR STATION	RT or LT	56500600 DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	60254300 CATCH BASINS TO BE RECON WITH NEW TYPE 15 FRAME AND LID	60255800 MANHOLE TO BE ADJ WITH NEW TYPE 1 FRAME, CLOSED LID	60300350 MANHOLE FRAMES TO BE ADJUSTED	60300405 VALVE BOX FRAMES TO BE ADJUSTED	60300410 VALVE BOX FRAMES ADJ W/ NEW FRAMES
BASE BID							
WOOD ST							
Jasper to 22nd		2	7	14			4
MLK Jr Dr							
Wabash to Grand					7	2	
BASE TOTALS		2	7	14	7	2	4
ALTERNATE: B							
E. Division							
24th to 27th							2
ALTERNATE: C							
33RD ST							
Division to Faries				2			

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 19-25 | ANNUAL STREET RESTORATION
SCHEDULE OF QUANTITIES

70300100 SHORT TERM PAVEMENT MARKING
70300150 SHORT TERM PAVEMENT MARKING REMOVAL
78000100 THERMOPLASTIC LETTERS AND SYMBOLS
78000400 THERMOPLASTIC PAVEMENT MARKING LINE 6 INCH
78000600 THERMOPLASTIC PAVEMENT MARKING LINE 12 INCH
78000650 THERMOPLASTIC PAVEMENT MARKING LINE 24 INCH

	70300100	70300151	78000400	78000400	78000600	78000650	78000100	
			YELLOW	WHITE	WHITE	WHITE	LETTERS/ SYMBOLS	
LOCATION / STATION	LENGTH (FT)	AREA (SQ FT)	LENGTH (FT) 6 INCH	LENGTH (FT) 6 INCH	LENGTH (FT) 12 INCH	LENGTH (FT) 24 INCH	AREA (SQ FT)	REMARKS
BASE BID								
WOOD ST.	389	129.6	2274	3805		46	78	JASPER ST. to 22ND ST.
CENTRAL AVE.					60			CROSSWALK NEAR WARREN
WARREN ST.					120			CROSSWALKS
DIVISION ST.			110					34TH ST. to 35TH ST.
MLK JR. DR.			377.8	90		12	46.8	TURN LANE AT KING ST.
BASE BID TOTAL			2761.8	3895	180	58	124.8	
ALTERNATES								
ALTERNATE B								
DIVISION ST.				2600				EDGE LINE
ALTERNATE C								
33RD ST.				2460				EDGE LINE
ALTERNATE BID TOTAL				5060				

**CITY OF DECATUR ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 2019-25LOCAL MFT | ANNUAL STREET IMPROVEMENT
SCHEDULE OF QUANTITIES**

88600100 DETECTOR LOOP, TYPE 1

LOCATION/STATION		DETECTOR LOOP, TYPE 1 (88600100) FOOT	Remarks
E. WOOD ST			
At Jasper St		31.0	WB Advance Loops
		49.0	WB Advance Loops
		54.0	WB Advance Loops
		41.0	WB Left Turn Lane
		65.0	WB Left Turn Lane
At 22nd St		34.0	EB Advance Loops
		50.0	EB Advance Loops
		57.0	EB Left Turn Lane
		42.0	EB Left Turn Lane
		68.0	EB Left Turn Lane
Totals		491.0	

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 2019-25 | LOCAL MFT STREET IMPROVEMENT PROJECT
SCHEDULE OF QUANTITIES

X5620001 1 INCH COPPER WATER SERVICE, BORED

No.	ADDRESS	LT/RT	LENGTH (FT)	OPEN CUT/BORED	CURB BOX LOCATION/COMMENTS
E. WOOD ST.					
1	1202	LT	26	BORED	IN SIDEWALK. 22' E OF W CNR
2	1210	LT	26	BORED	IN SIDEWALK. 10' E OF W
3	1325	RT	25	BORED	IN BLVD. 29' E OF W
4	1335	RT	25	BORED	IN BLVD. 18' W OF E
5	1345	RT	25	BORED	AT SIDEWALK. 35' E OF W
6	1346	LT	22	BORED	7' W OF E
7	1352	LT	85	BORED	6'7 E OF E, 65' N OF S
8	1355	RT	25	BORED	IN BLVD. 28' W OF E
9	1360	LT	85	BORED	6'6" E OF E, 23'6" S OF N
10	1402	LT	21	BORED	IN BLVD. 25' E OF W
11	1403	RT	64	BORED	IN STONE ST BLVD. 31' S OF N
12	1413	RT	24	BORED	AT SIDEWALK. 1'4" W OF E
13	1436	LT	21	BORED	9'3" E OF W
14	1463	RT	26	BORED	IN SIDEWALK. 23' E OF W
15	1468	LT	21	BORED	IN BLVD. 11' W OF E
16	1473	RT	26	BORED	IN BLVD. 6' E OF W
17	1502	LT	21	BORED	AT SIDEWALK. 2'8" W OF E
18	1512	LT	21	BORED	IN BLVD. 14' W OF E
19	1522	LT	20	BORED	AT SIDEWALK. 21'5" W OF E
20	1550	LT	20	BORED	IN BLVD. 20'6" W OF E
21	1560	LT	19	BORED	IN BLVD. 18'7" E OF W
22	1605	RT	27	BORED	IN BLVD. 12' E OF W
23	1611	RT	28	BORED	IN BLVD. 13'6" E OF W
24	1613	RT		CUT & CAP	6'4" N OF N, 14'3" E OF W
25	1629	RT	27	BORED	14'3" E OF W OR 13' W OF E
26	1642	LT	19	BORED	IN BLVD. 2' 11" E OF W
27	1646	LT	21	BORED	IN BLVD. 14'2" E OF W
28	1661	RT	28	BORED	IN BLVD. 13' W OF E
29	1705	RT	28	BORED	IN BLVD. 1' E OF W
30	1712	LT		CUT & CAP	5'6" S OF S, 8'5" W OF E
31	1717	RT	28	BORED	AT SIDEWALK. 8' W OF E
32	1724	LT	20	BORED	AT SIDEWALK. 1' E OF W
33	1725	RT	28	BORED	IN BLVD. 10'8" W OF E
34	1730	LT	20	BORED	IN BLVD. 5'10" E OF W
35	1737	RT	28	BORED	AT SIDEWALK. 7' E OF W
36	1745	RT	28	BORED	IN BLVD. 10' E OF W
37	1750	LT		CUT & CAP	5' E OF W, 5'8" S OF S
38	1764	LT	20	BORED	IN APPROACH. 41' W OF E. EAST BOX
39	1771	RT	29	BORED	6' W OF E
40	1805	RT	28	BORED	IN BLVD. 15' E OF W
41	1810	LT	19	BORED	IN BLVD. 11'6" E OF W
42	1813	RT	28	BORED	IN BLVD. 10' E OF E. WEST BOX
43	1818	LT	19	BORED	11' W OF E
44	1821	RT	28	BORED	WEST LOT LINE
45	1828	LT	19	BORED	IN SIDEWALK. 9'8" E OF W
46	1838	LT	20	BORED	IN SIDEWALK. 5'9" E OF W
47	1905	RT	29	BORED	AT SIDEWALK. EAST LOT LINE
48	1919	RT	29	BORED	AT SIDEWALK. WEST LOT LINE
49	1920	LT	18	BORED	AT SIDEWALK. 13' E OF W
50	1928	LT	17	BORED	IN BLVD. 17' E OF W
51	1936	LT	18	BORED	IN APPROACH @ 1944
52	1944	LT	18	BORED	IN APPROACH

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 2019-25 | LOCAL MFT STREET IMPROVEMENT PROJECT
SCHEDULE OF QUANTITIES

X5620001 1 INCH COPPER WATER SERVICE, BORED

53	1950	LT	17	BORED	IN BLVD. 4' W OF E
54	1960	LT	17	BORED	IN BLVD. 6'5" W OF E
55	2004	LT	20		CHECK TAP LOCATION AFTER JULIE
56	2011	RT	32	BORED	IN BLVD. 10'4" E OF W
57	2021	RT	27	BORED	IN BLVD. 8'3" E OF W
58	2029	RT	27	BORED	IN BLVD. 13' E OF W
59	2037	RT	27	BORED	IN BLVD. 11' E OF W. EAST BOX
60	2045	RT	27	BORED	AT SIDEWALK. 11' E OF W. WEST BOX
61	2062	LT	17	BORED	IN APPROACH. 3'10" W OF E
62	2069	RT	25	BORED	AT SIDEWALK. 14'5" E OF W
63	2077	RT	24	BORED	IN BLVD. 14'8" W OF E
64	2097	RT	24	BORED	IN BLVD. 10' E OF W
65	2104	LT	23	BORED	IN APPROACH. EAST LOT LINE
66	2111	RT	31	BORED	IN BLVD. 11' W OF E
67	2112	LT	23	BORED	IN APPROACH. WEST LOT LINE
68	2115	RT	25	BORED	IN 2113 APPROACH. EAST BOX
69	2123	RT	28	BORED	AT SIDEWALK. 10' E OF E. WEST BOX
70	2128	LT	17	BORED	IN BLVD. 15' E OF W
71	2143	RT	28	BORED	AT SIDEWALK. 28' W OF E. EAST BOX
72	2151	RT	28	BORED	AT SIDEWALK. 4'3" E OF W
		TOTAL	1804		

20800150 Trench Backfill

Location	From	To	Quantity (Cu Yd)
E. Wood St.	S. Jasper St.	S. 22nd St	270
Grand Totals			270

X4420001 Class D Patches For Water Services

Location	From	To	Quantity (Sq Yd)
E. Wood St.	S. Jasper St.	S. 22nd St	200
Grand Totals			200

44213299 Saw Cuts

Location	From	To	Quantity (Foot)
E. Wood St.	Jasper St	22nd St	1440.00
Grand Totals			1440.00

X5620010 DISCONNECT WATER SERVICE

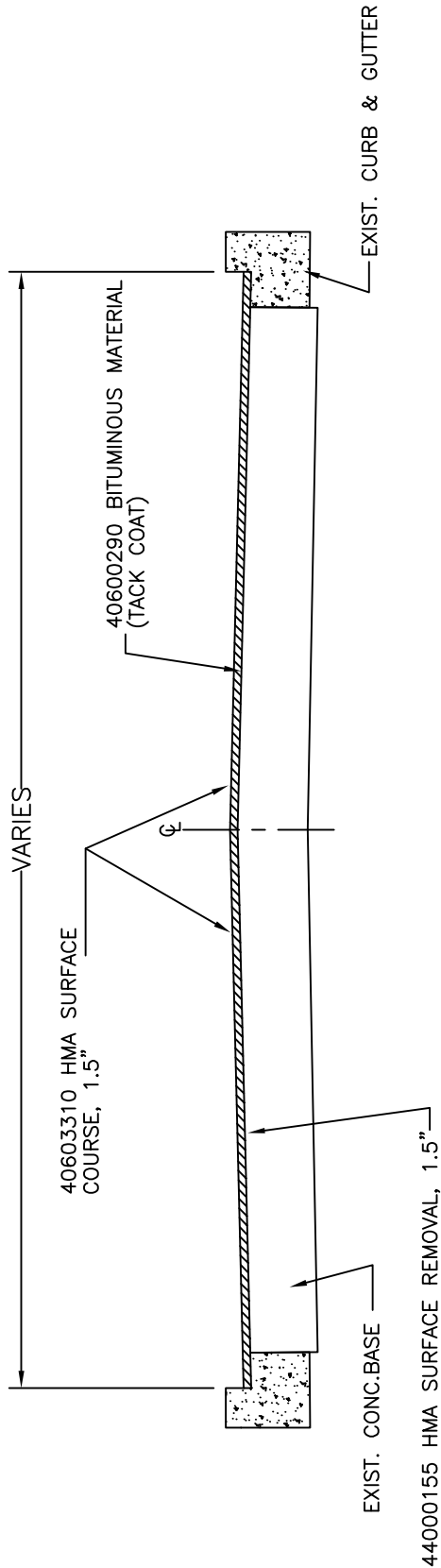
LOCATION	QUANTITY (EACH)
E. Wood St	3

X5650001 CURB STOP & BOX REMOVE AND REPLACE

LOCATION	QUANTITY (EACH)
E. Wood St	72

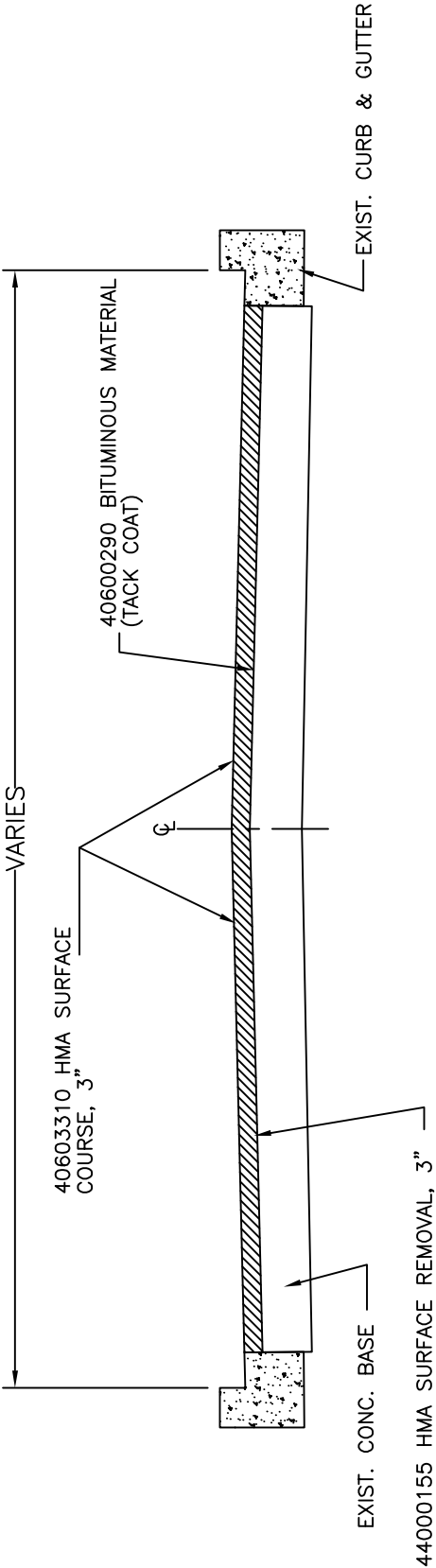
X5650002 CORPORTATION STOP REPLACE

LOCATION	QUANTITY (EACH)
E. Wood St	10



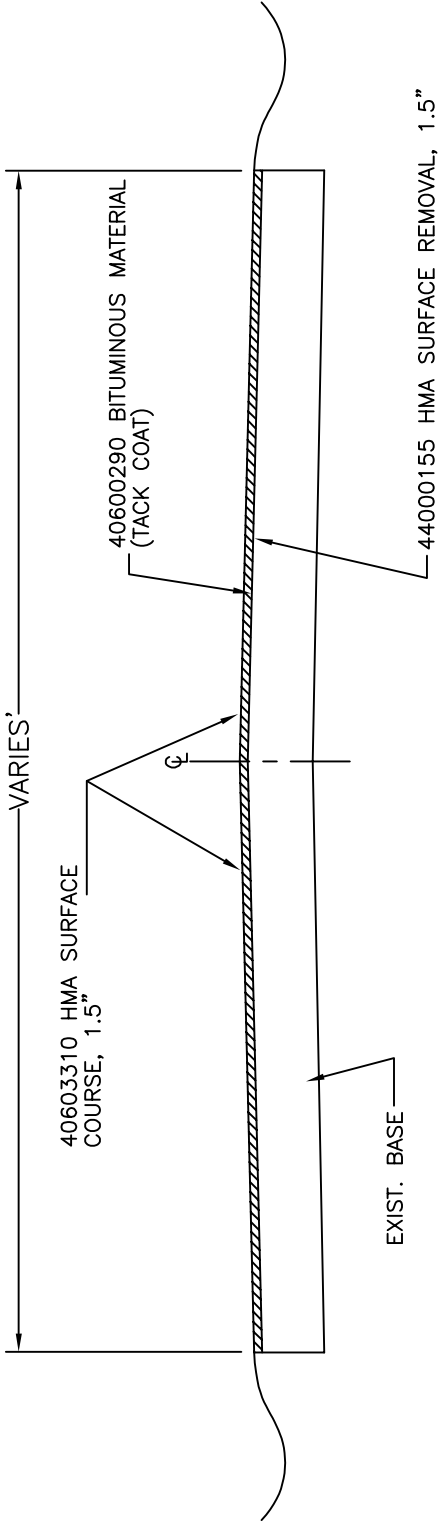
STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	RETURNS (SY)	AREA (SY)
E. Central Ave	End of Street	Warren St	500.00	30.50	0.00	1,694.44
N. Warren St	Central Ave	King St	355.00	30.00	12.00	1,195.33

ALTERNATE A	FROM	TO	LENGTH (FT)	WIDTH (FT)	RETURNS (SY)	AREA (SY)
Wellington Way	Portage Place	Woodford St	876.00	27.00	0.00	2,628.00



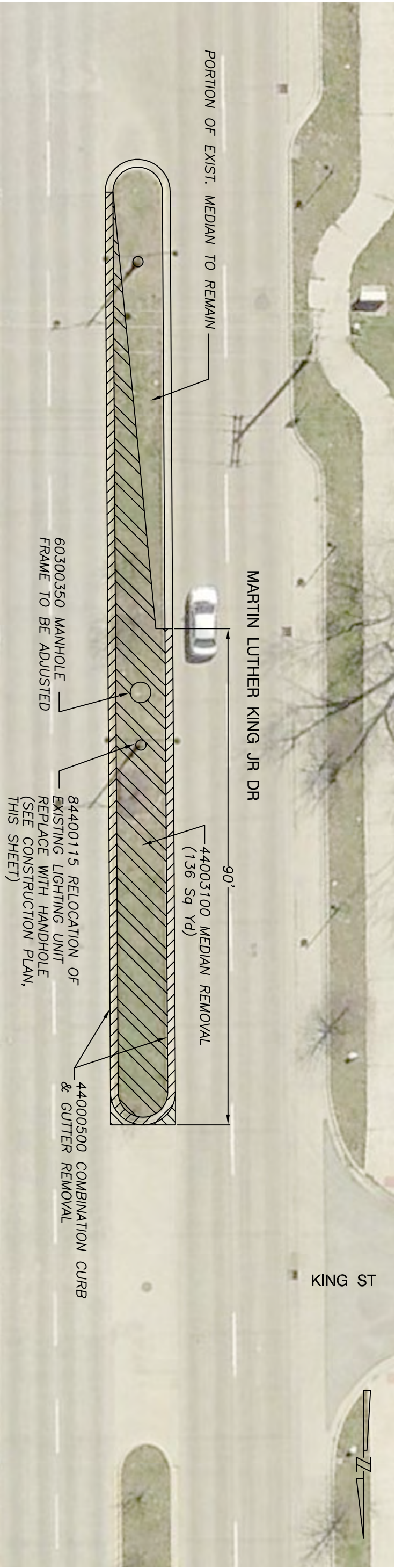
STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	RETURNS (SY)	AREA (SY)
E. Wood St	Jasper St	22nd St	3,888.00	34.00	1,367.90	16,055.90

CP2019-25 PROPOSED TYPICAL CROSS SECTION
MILL & OVERLAY WITH HMA TYPE C N50



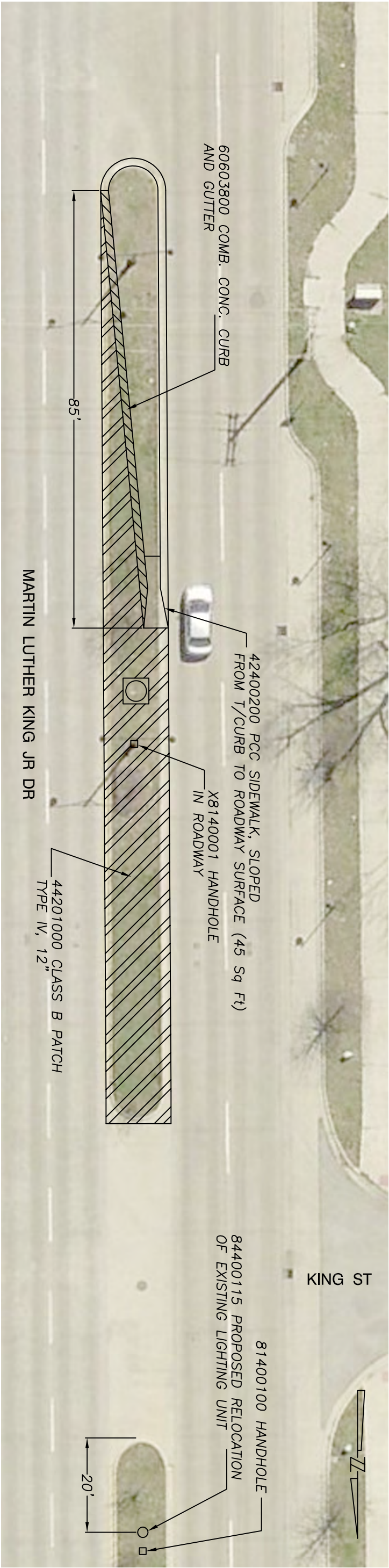
ALTERNATE B	FROM	TO	LENGTH (FT)	WIDTH (FT)	RETURNS (SY)	AREA (SY)
STREET						
E. Division St	24th St	27th St	1,300.00	18.00	0.00	2,600.00

ALTERNATE C	FROM	TO	LENGTH (FT)	WIDTH (FT)	RETURNS (SY)	AREA (SY)
STREET						
N. 33rd St	Division	Faries Pkwy	1,230.00	20.00	0.00	2,733.33



MARTIN LUTHER KING JR DR - KING ST TURN LANE DEMOLITION PLAN

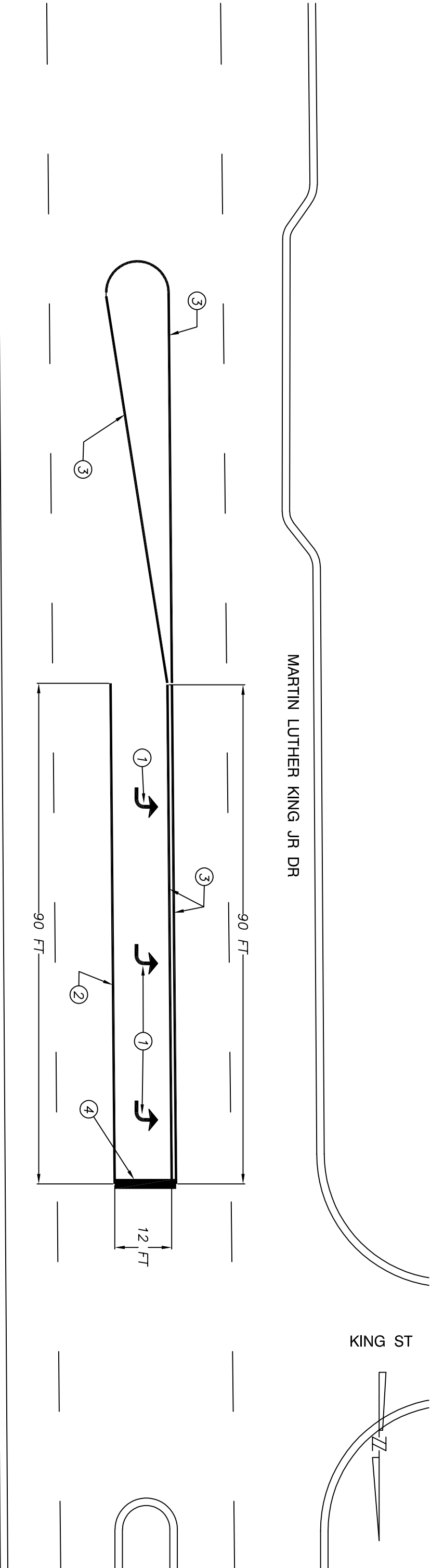
SCALE: 1" = 20'



MARTIN LUTHER KING JR DR - KING ST TURN LANE CONSTRUCTION PLAN

SCALE: 1" = 20'

MARTIN LUTHER KING JR DR - KING ST TURN LANE



MARTIN LUTHER KING JR DR - KING ST TURN LANE PAVEMENT MARKING PLAN

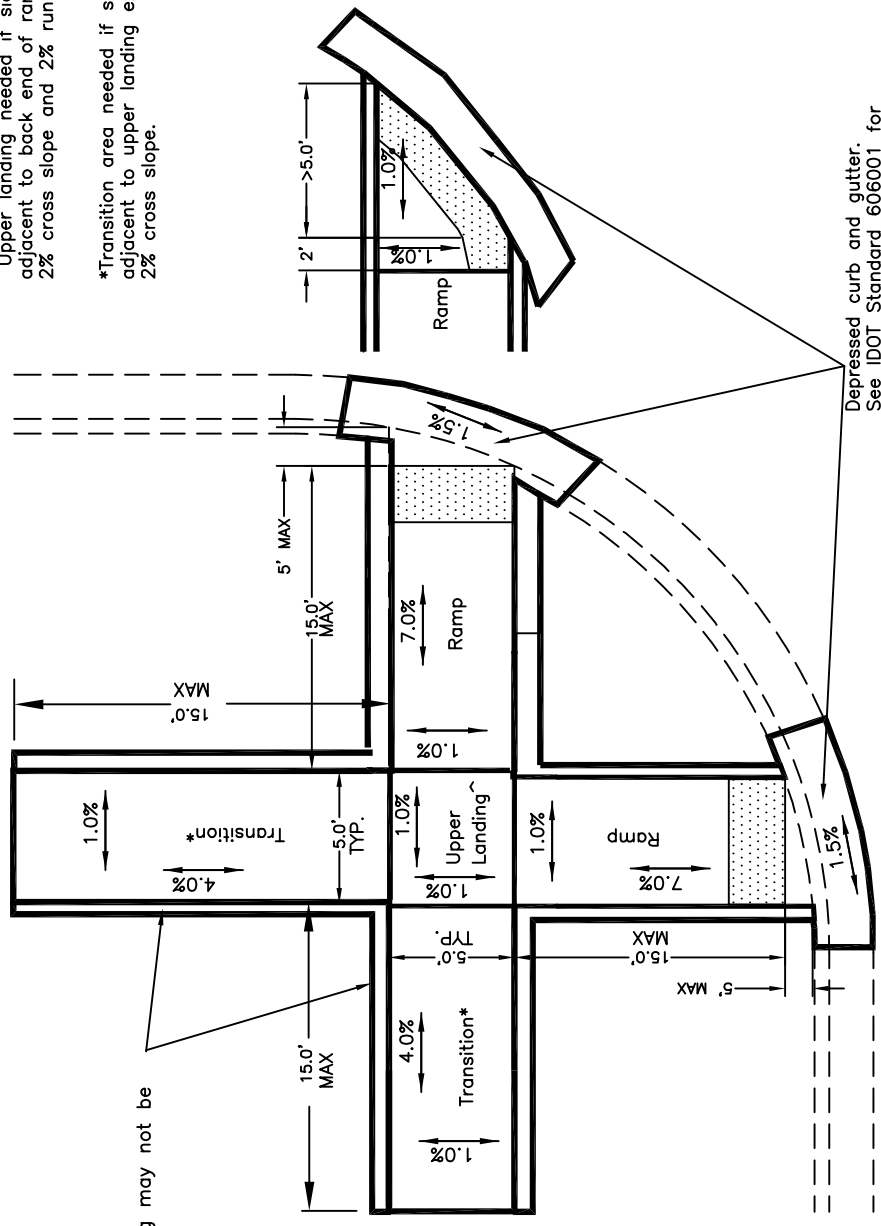
SCALE: 1" = 20'

LEGEND		
①	78000100	THERMO PAVEMENT MARKING – SYMBOL
②	78000400	THERMO PAVEMENT MARKING – LINE 6"
③	78000400	THERMO PAVEMENT MARKING – LINE 6"
④	78000650	THERMO PAVEMENT MARKING – LINE 24"

MARTIN LUTHER KING JR DR - KING ST TURN LANE

^Upper landing needed if sidewalk adjacent to back end of ramp exceeds 2% cross slope and 2% running slope.

*Transition area needed if sidewalk adjacent to upper landing exceeds 2% cross slope.

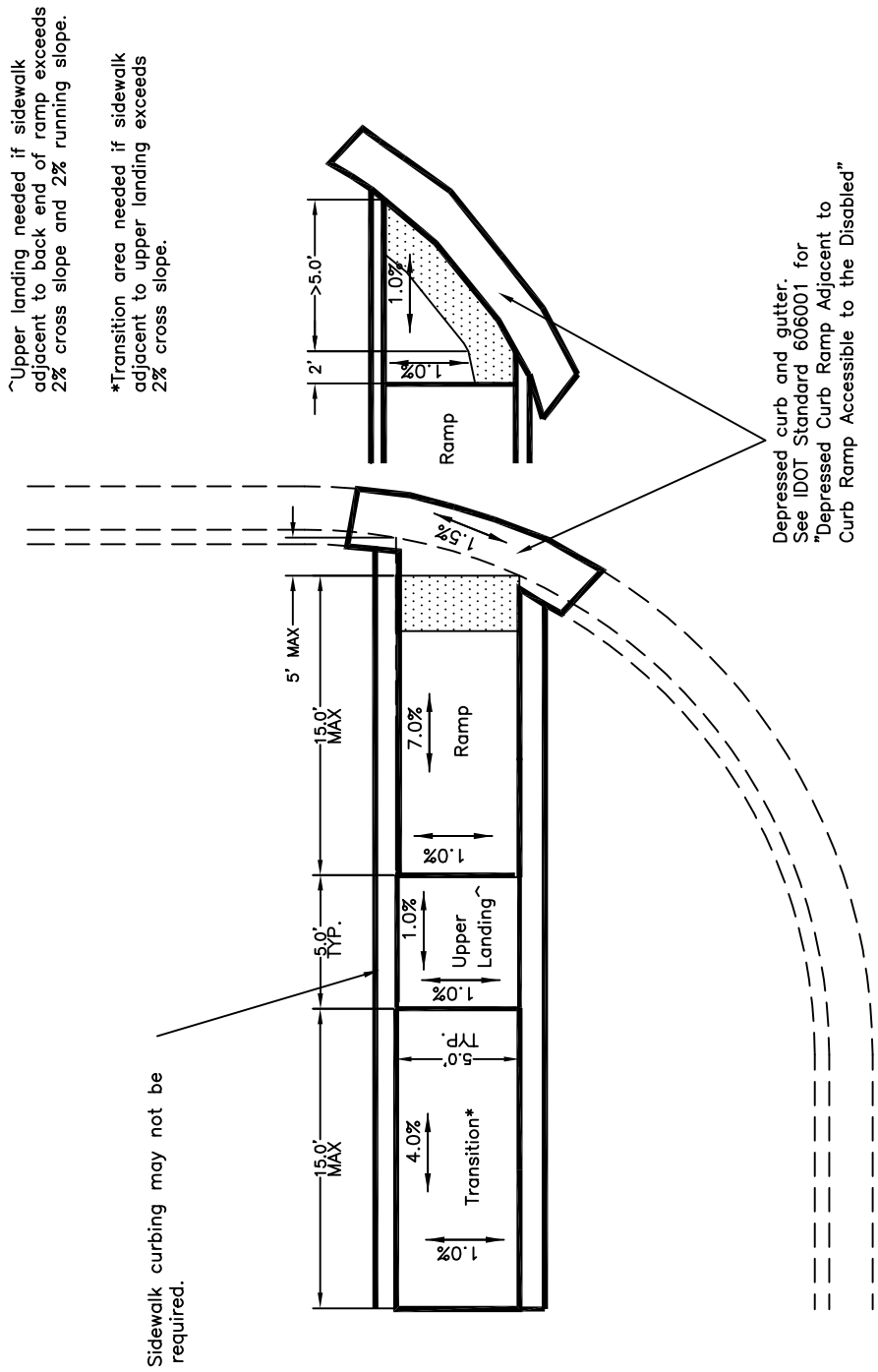


Depressed curb and gutter.
See IDOT Standard 606001 for
"Depressed Curb Ramp Adjacent to
Curb Ramp Accessible to the Disabled"

Sidewalk curbing may not be required.

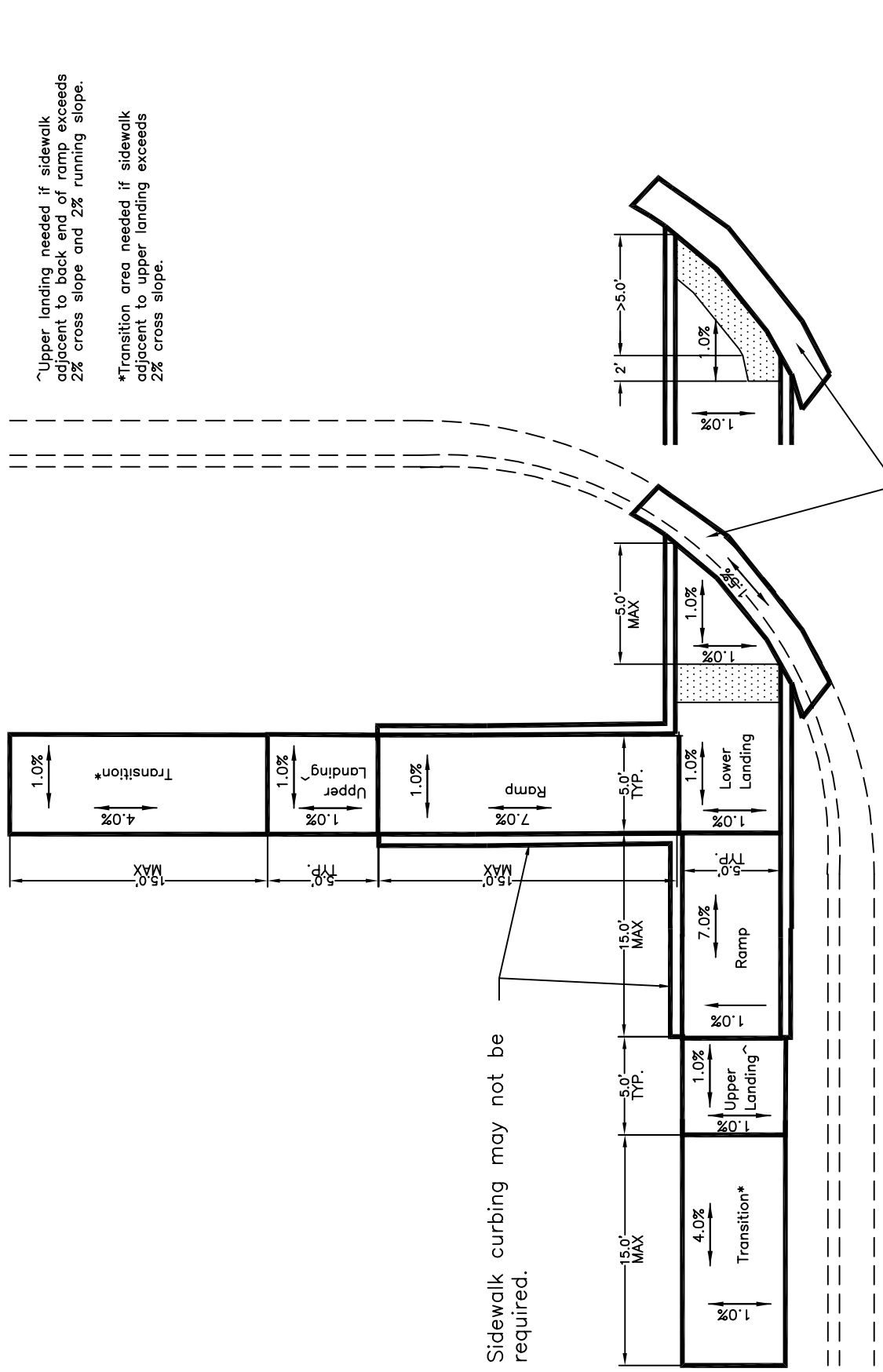
Note: Grades shown are maximum recommended slopes. See IDOT standards for absolute maximum slopes.

CP2019-25 LOCAL MFT STREET IMPROVEMENT TYPICAL A: TWO-DIRECTIONAL TWO SIDEWALK RAMPS



Note: Grades shown are maximum recommended slopes. See IDOT standards for curb ramps for absolute maximum slopes.

CP2019-25 LOCAL MFT STREET IMPROVEMENT
TYPICAL C: ONE-DIRECTIONAL SINGLE SIDEWALK RAMP



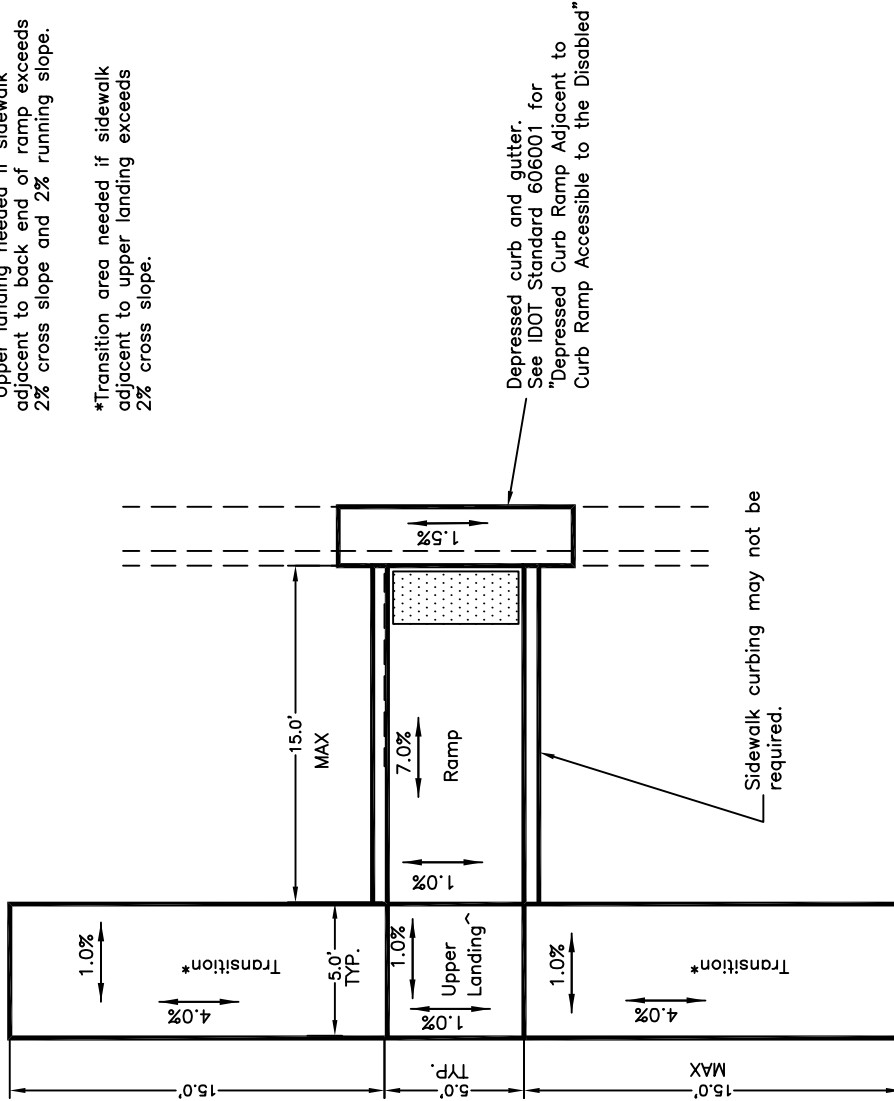
~Upper landing needed if sidewalk adjacent to back end of ramp exceeds 2% cross slope and 2% running slope.

*Transition area needed if sidewalk adjacent to upper landing exceeds 2% cross slope.

Depressed curb and gutter.
See IDOT Standard 606001 for
"Depressed Curb Ramp Adjacent to
Curb Ramp Accessible to the Disabled"

Note: Grades shown are maximum recommended slopes. See IDOT standards for curb ramps for absolute maximum slopes.

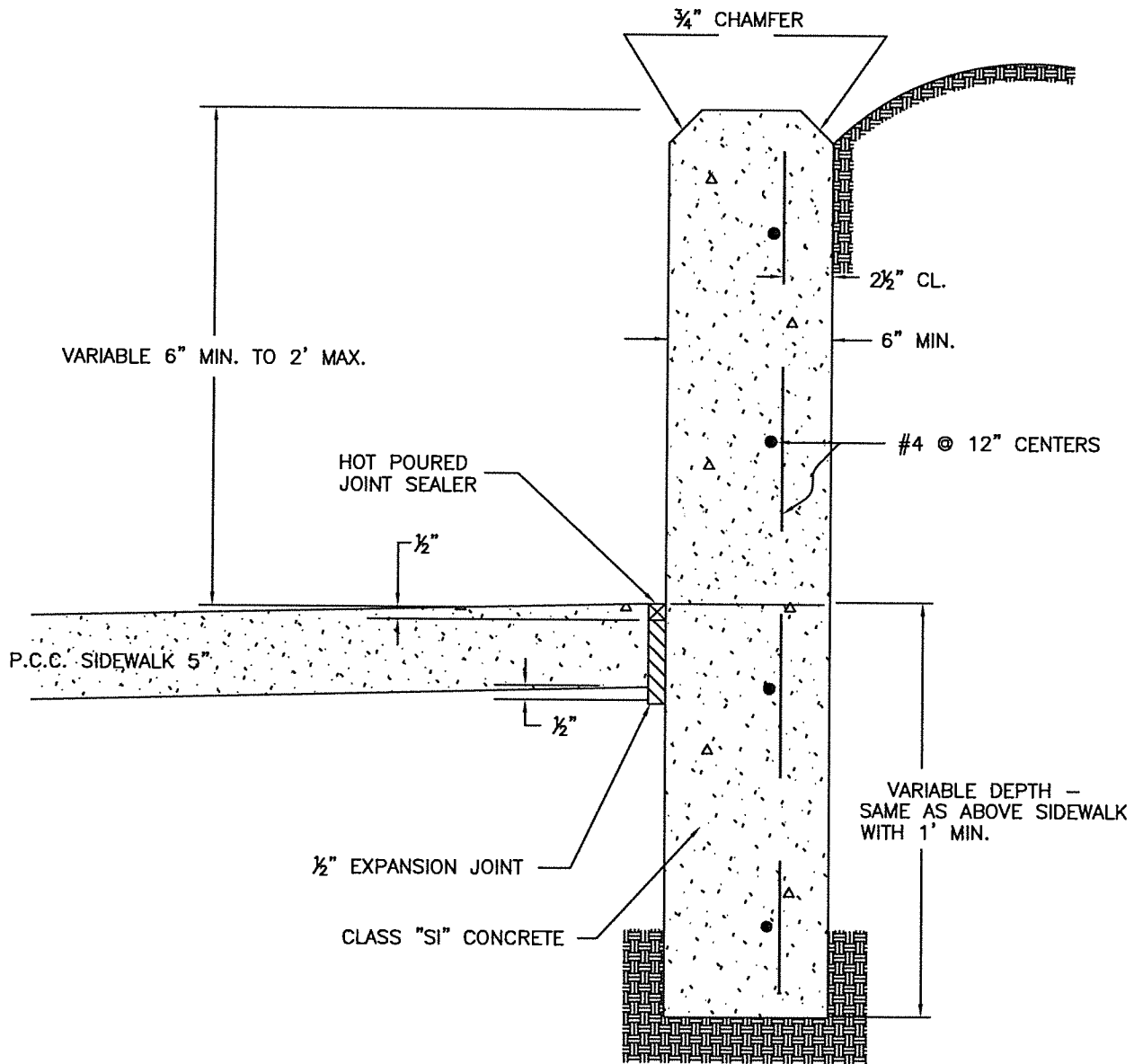
CP2019-25 LOCAL MFT STREET IMPROVEMENT TYPICAL D: ONE-DIRECTIONAL TWO SIDEWALK RAMPS



Note: Grades shown are maximum recommended slopes. See IDOT standards for curb ramps for absolute maximum slopes.

CP2019-25 LOCAL MFT STREET IMPROVEMENT TYPICAL G: MID-BLOCK ONE SIDEWALK RAMP

STANDARD DESIGN CURB WALL



CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED: 7-3-01

REVISIONS
BY DATE

K.G.Q. 4/4/00

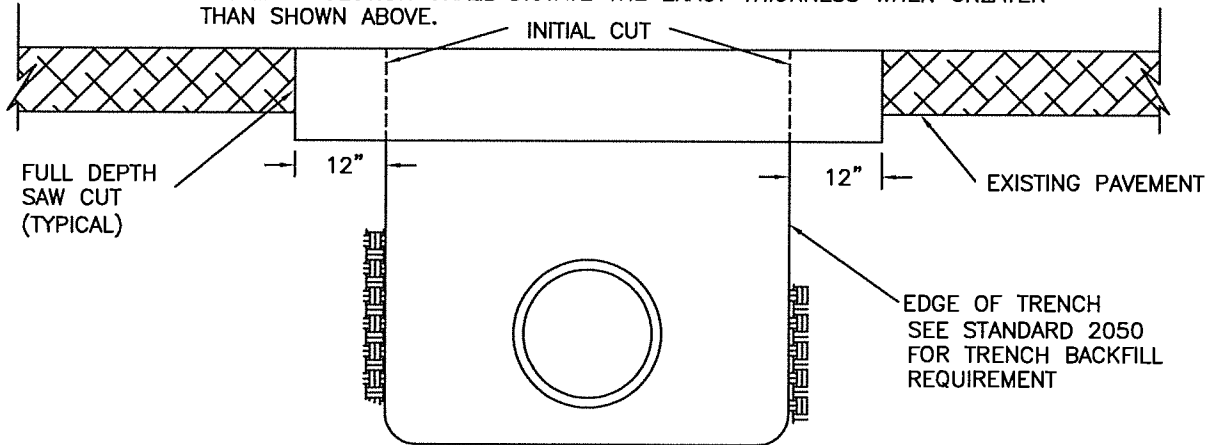
J.M.M. 5/02

STANDARD# 1030

STANDARD DESIGN FOR DRIVEWAY AND PAVEMENT PATCHING

EXISTING PAVEMENT	REPLACEMENT MATERIALS
STONE	8" AGGREGATE SURFACE COURSE TYPE B
FLEXIBLE PAVEMENTS	BITUMINOUS CONCRETE SURFACE COURSE WILL BE 2" GREATER THAN EXISTING OR MINIMUM OF 8" (SEE NOTE B)
RIGID PAVEMENTS	P.C.C. PAVEMENT WILL BE 2" GREATER THAN EXISTING OR 8" MIN. (SEE NOTE C)
RIGID DRIVEWAY PAVEMENTS	DRIVEWAY PAVEMENT WILL BE 2" GREATER THAN EXISTING OR 6" MIN.

NOTE: THE PAVEMENT REPLACEMENTS SHOWN ARE MINIMUMS, THE EXISTING PAVEMENT SECTION SHALL DICTATE THE EXACT THICKNESS WHEN GREATER THAN SHOWN ABOVE.



CONSTRUCTION PROCEDURE-RIGID & FLEXIBLE PAVEMENTS

A. RIGID AND FLEXIBLE PAVEMENTS

1. THE INITIAL CUT LINE SHALL BE OUTLINED WITH A SAW CUT OF SUFFICIENT DEPTH TO INSURE THAT THE PAVEMENT TO BE REMOVED CAN BE BROKEN AWAY WITHOUT STRUCTURAL DAMAGE TO THE PAVEMENT REMAINING.
2. THE FINAL SAW CUT LINE SHALL BE MADE BY SAWING FULL DEPTH A MINIMUM OF 1 FT. BEYOND ANY PAVEMENT DAMAGE AND SHALL BE MADE AFTER THE TRENCH HAS BEEN FILLED AND COMPACTED.
3. AFTER THE PAVEMENT HAS BEEN REPLACED, THE PERIMETER OF THE SAW JOINT SHALL BE SEALED BY AN APPLICATION OF BITUMINOUS MATERIAL.

B. BITUMINOUS CONCRETE PAVEMENT

1. PRIOR TO PATCHING A HOLE, THE CUT FACES OF THE EXISTING PAVEMENT AND COMPACTED BASE COURSE SHALL BE GIVEN AN APPLICATION OF ASPHALT RC-70 AT THE RATE OF APPROXIMATELY 0.1 GALLONS PER SQUARE YARD.
2. THE PATCHING MATERIAL SHALL BE BITUMINOUS CONCRETE SURFACE COURSE, CLASS I, AND SHALL BE PLACED IN ACCORDANCE TO IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CURRENT VERSION FOR CLASS D PATCHES.

C. PORTLAND CEMENT CONCRETE PAVEMENT

1. REPAIRS IN PCC PAVEMENT GREATER THAN 6" IN DEPTH WILL BE CONSTRUCTED IN ACCORDANCE WITH CITY STANDARD #1060.

D. BRICK PAVEMENT

1. REPAIRS WILL BE MADE IN ACCORDANCE WITH CITY STANDARD #1070 FOR BRICK PAVEMENT REPAIRS OR AS DIRECTED BY THE CITY ENGINEER.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED: 7-3-01

REVISIONS
BY DATE

R.W.D. 3/3/97

K.G.O. 4/3/00

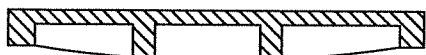
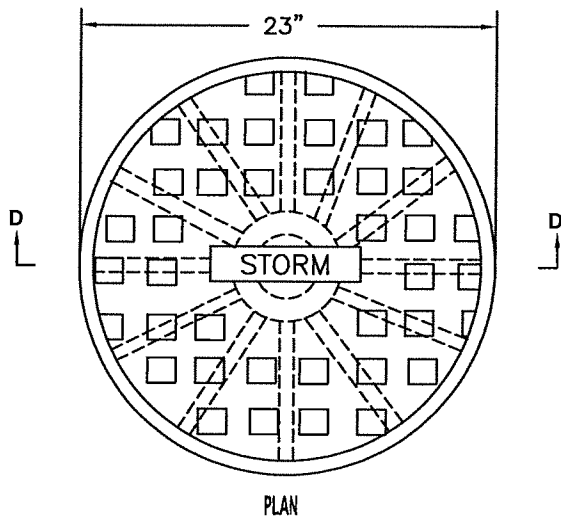
J.M.M. 5/1/02

K.S.G. 10/2002

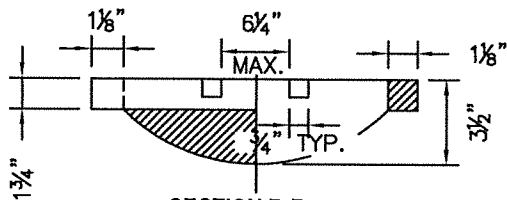
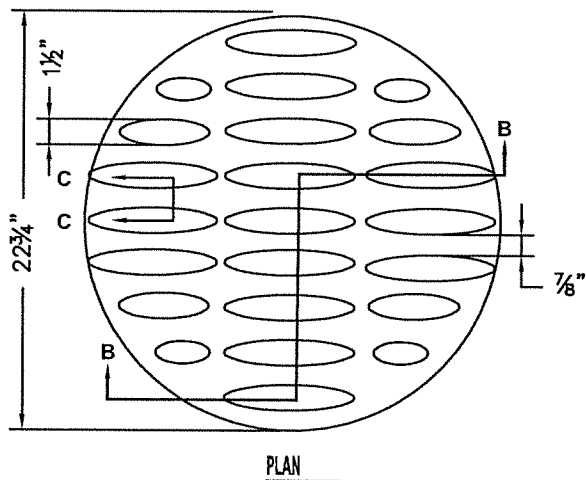
STANDARD#1050

STANDARD DESIGN FRAME AND LIDS

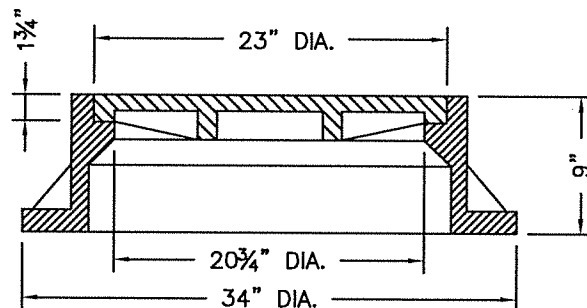
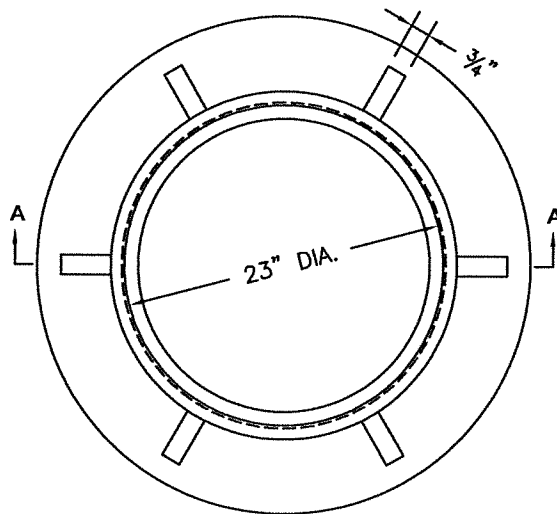
TYPE 1



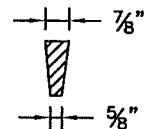
CAST CLOSED LID
SECTION D-D



SECTION B-B
CAST OPEN LID



SECTION A-A
CAST FRAME



SECTION C-C

NOTES:

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

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

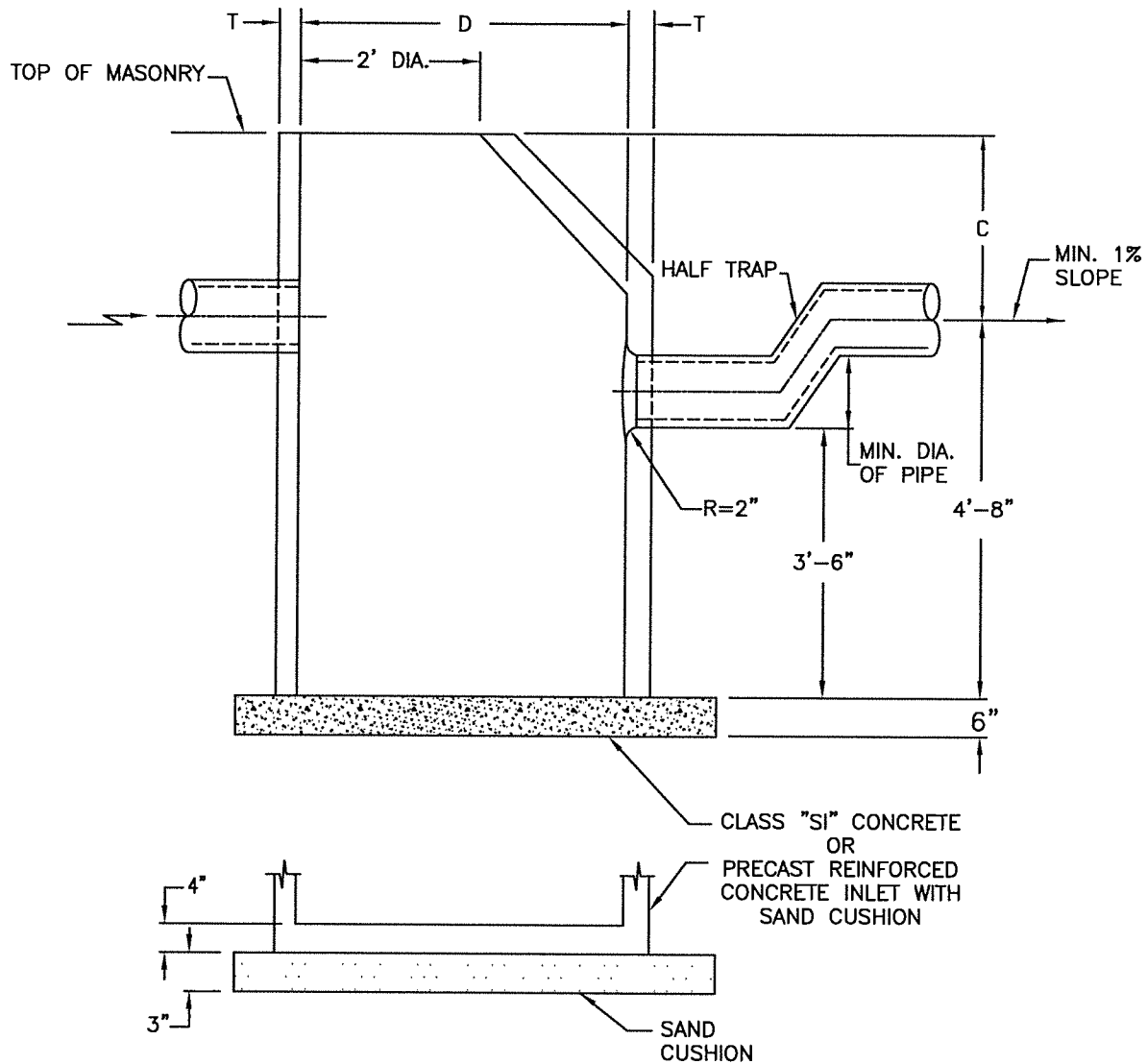
DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED: 7-3-78
REVISIONS
BY DATE
K.G.Q. 4/8/00
JMM 5/1/02

STANDARD# 2020

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STANDARD DESIGN CATCH BASIN TYPE A



ELEVATIONS

DIAMETER OF MAIN SEWER	D
18" AND UNDER	4'-0"
21" TO 42" INCLUSIVE	5'-0"

ALTERNATE MATERIALS FOR WALLS	D	C	T (MIN.)
PRECAST REINFORCED CONCRETE RISERS	4'-0"	2'-6"	4"
	5'-0"	3'-9"	5"
MONOLITHIC CONCRETE	4'-0"	2'-6"	6"
	5'-0"	3'-9"	6"

NOTES:

1. WHEN USING PRECAST REINFORCED CONCRETE RISERS, DIMENSION "C" MAY VARY FROM THAT GIVEN TO PLUS 6 INCHES.
2. HALF TRAP REQUIRED IF OUTLET IS TO A COMBINATION SEWER SYSTEM.
3. ALL MASONRY JOINTS IN THE STRUCTURE SHALL BE SEALED USING PERMAGUM ROPE MASTIC OR APPROVED EQUIVALENT. ADJUSTING RINGS AND THE CASTING SHALL BE SEALED USING 2 LOOPS OF 3/4" PERMAGUM ROPE MASTIC.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

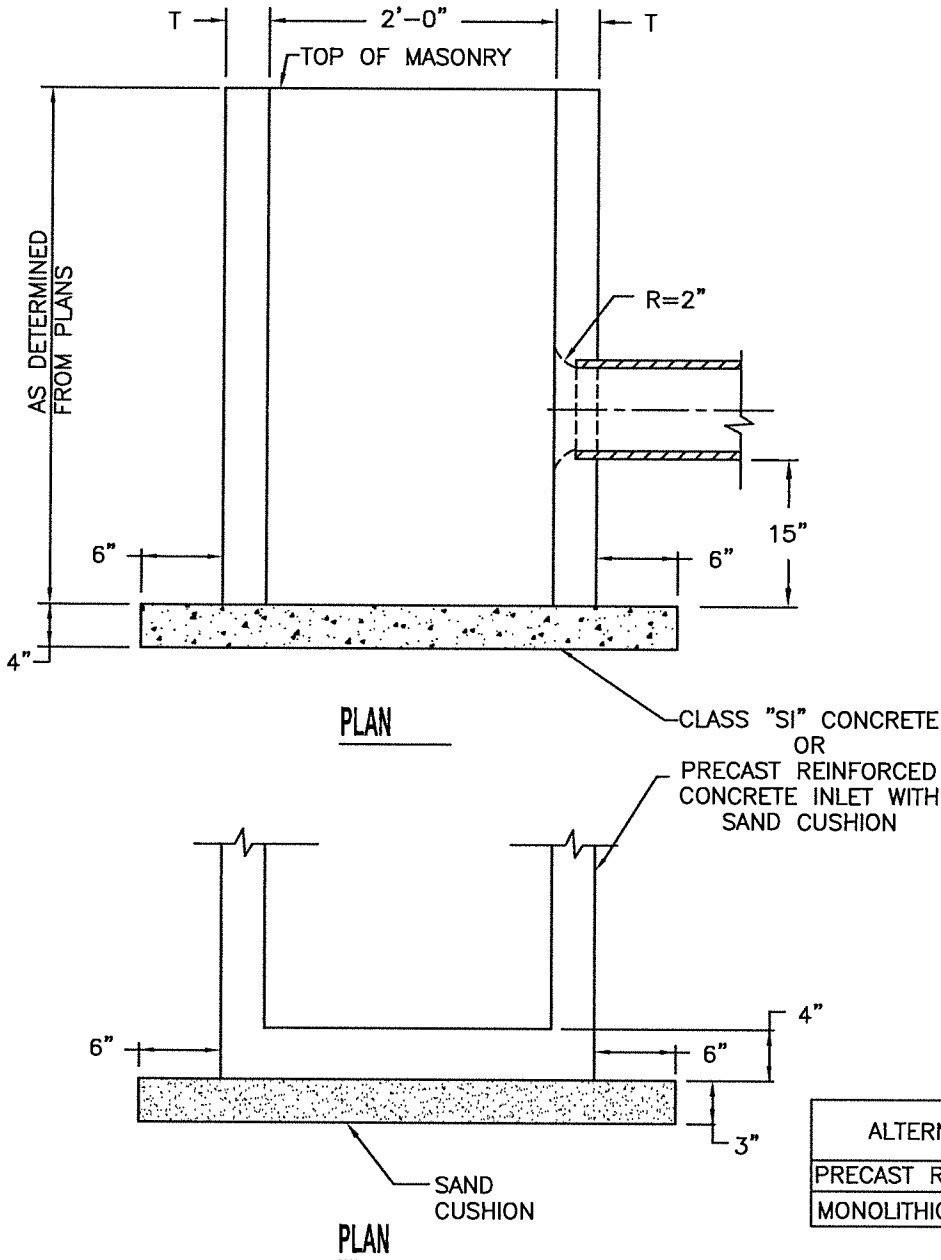
DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED:

REVISIONS	BY	DATE
	KSG	10/2002

STANDARD#3010

STANDARD DESIGN CATCH BASIN TYPE C



ALTERNATE MATERIALS FOR WALLS	T (MIN.)
PRECAST REINFORCED CONCRETE RISERS	3"
MONOLITHIC CONCRETE	6"

NOTES:

- ALL MASONRY JOINTS IN THE STRUCTURE SHALL BE SEALED USING PERMAGUM ROPE MASTIC OR APPROVED EQUAL. ADJUSTING RINGS AND THE CASTING SHALL BE SEALED USING 2 LOOPS OF 3/4" PERMAGUM ROPE MASTIC.
- HALF TRAP REQUIRED IF OUTLET IS TO A COMBINATION SEWER SYSTEM SEE STANDARD 3010.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

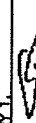
ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED:	
REVISIONS BY	DATE
KSG	10/2002



SECTION A-A

CITY OF DECATUR, ILLINOIS DEPARTMENT OF ENGINEERING & INFRASTRUCTURE	ISSUED: 7-3-78 REVISIONS BY DATE	F.W.T. 12/15/81 SHOE 8/19/89 JMM 5/01/02
	ADDED: JANUARY 1, 2003  DIRECTOR OF ENGINEERING & INFRASTRUCTURE	

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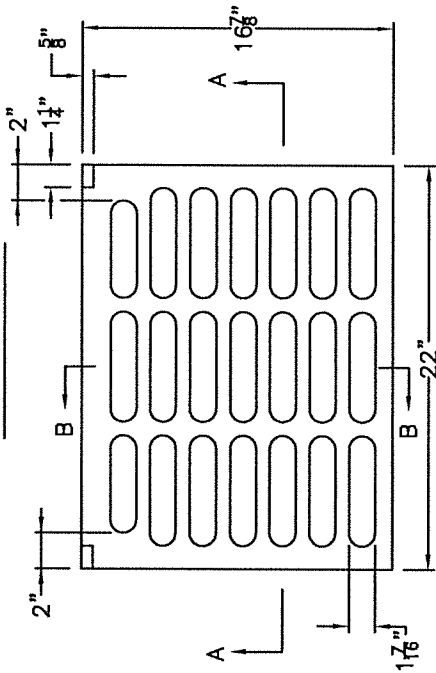
NOTES:

1. CURB BOX ADJUSTABLE FROM $5\frac{1}{4}$ " TO 9".
2. CENTER LINE OF $\frac{5}{8}$ " DIA. HOLE AND $\frac{5}{8}$ " x $4\frac{3}{4}$ " SLOTTED HOLE FOR GALVANIZED $\frac{1}{2}$ " BOLT, NUT AND WASHER.
3. TYPE GRATE 3V SHALL NOT BE INSTALLED IN A SAG.
4. THE CURB BOX SHALL BE STAMPED WITH "DUMP NO WASTE DRAINS TO RIVER" OR "DUMP NO WASTE DRAINS TO WATERWAY."

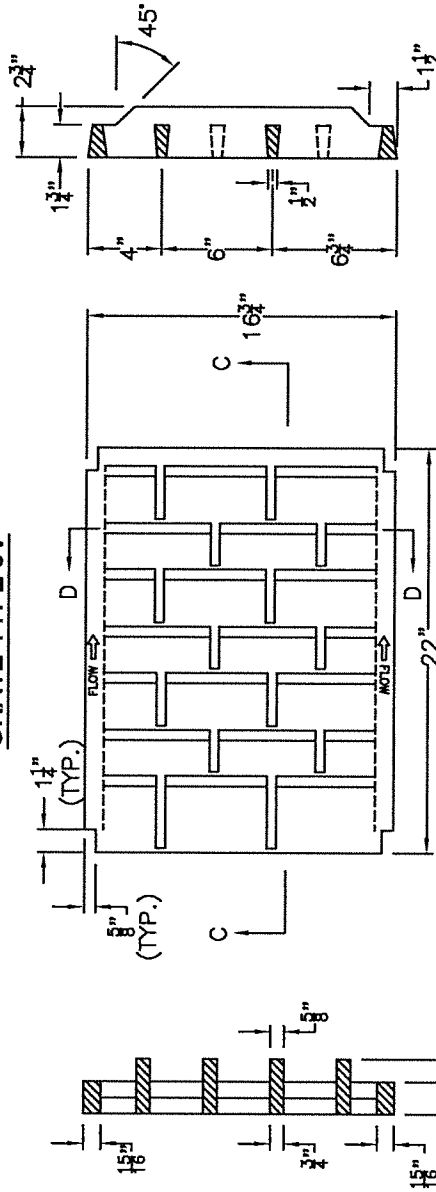
STANDARD #3034
SHEET #1 OF 2

STANDARD DESIGN FRAME AND GRATE TYPE 3 & 3V

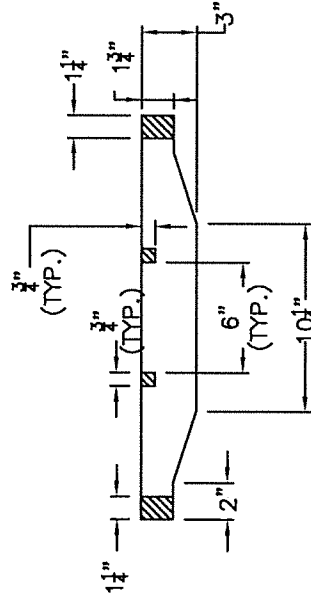
GRATE TYPE 3



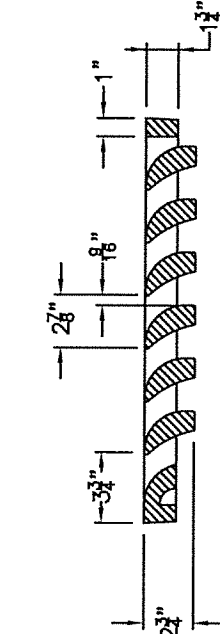
GRATE TYPE 3V



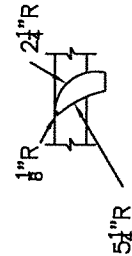
SECTION B-B



SECTION A-A



SECTION C-C



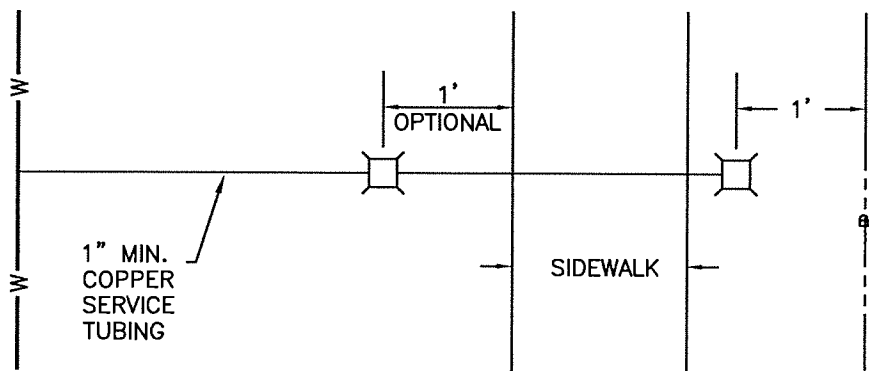
SECTION D-D

CITY OF DECATUR, ILLINOIS DEPARTMENT OF ENGINEERING & INFRASTRUCTURE	ISSUED: 7-3-78	
	REVISIONS BY	DATE
ADOPTED JANUARY 1, 2003 _____ DIRECTOR OF ENGINEERING & INFRASTRUCTURE	F.W.T.	12/15/81
	SHOE	9/15/89
	JMM	5/01/02

VANE
DETAILS

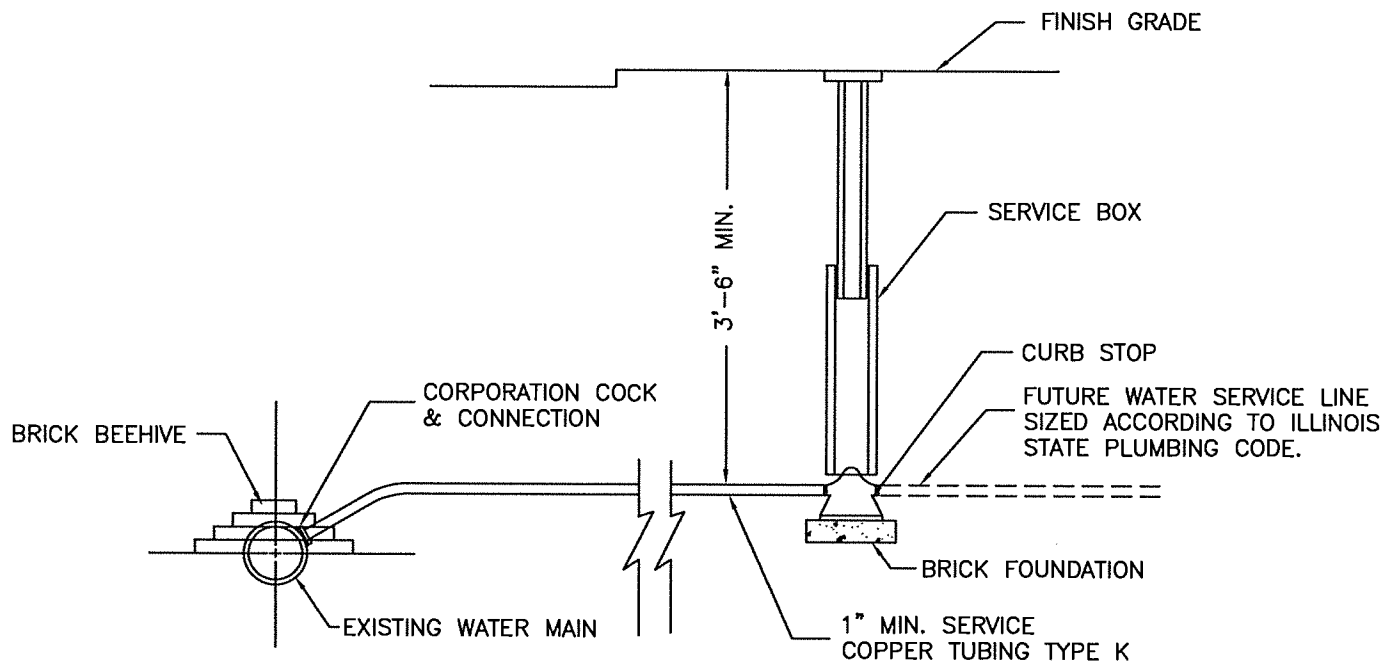
STANDARD #3034
SHEET #2 OF 2

STANDARD DESIGN WATER SERVICE INSTALLATION TYPICAL DOMESTIC WATER SERVICE



PLAN

N.T.S.



SECTION A-A

N.T.S.

NOTES:

1. CORPORATION COCK SHALL BE MUELLER #H-15000 OR APPROVED EQUAL.
2. CURB STOP SHALL BE MUELLER #H-15154 OR APPROVED EQUAL.
3. SERVICE BOX SHALL BE #H-10300 OR APPROVED EQUAL.
4. WATER SERVICE SHALL CONFORM TO CITY CODE CHAPTER 64.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ADOPTED JANUARY 1, 2003

DIRECTOR OF PUBLIC WORKS

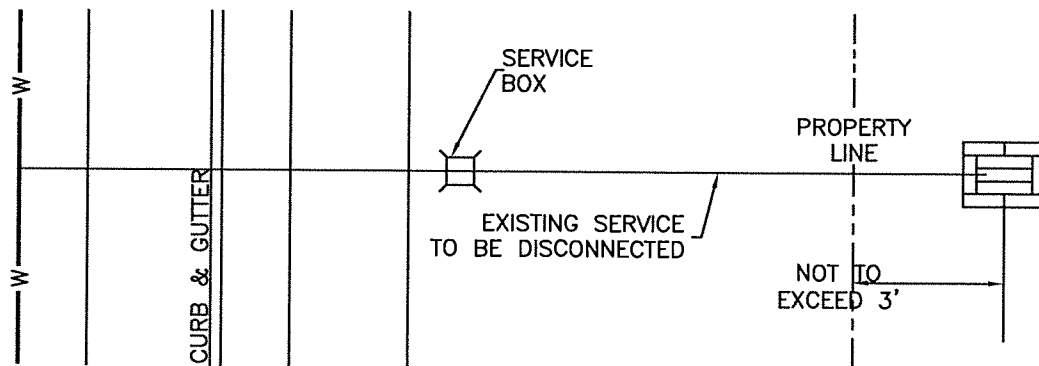
ISSUED: 7-3-78

REVISIONS

BY	DATE
SHOE	1/2/90
RNB	1/1/02

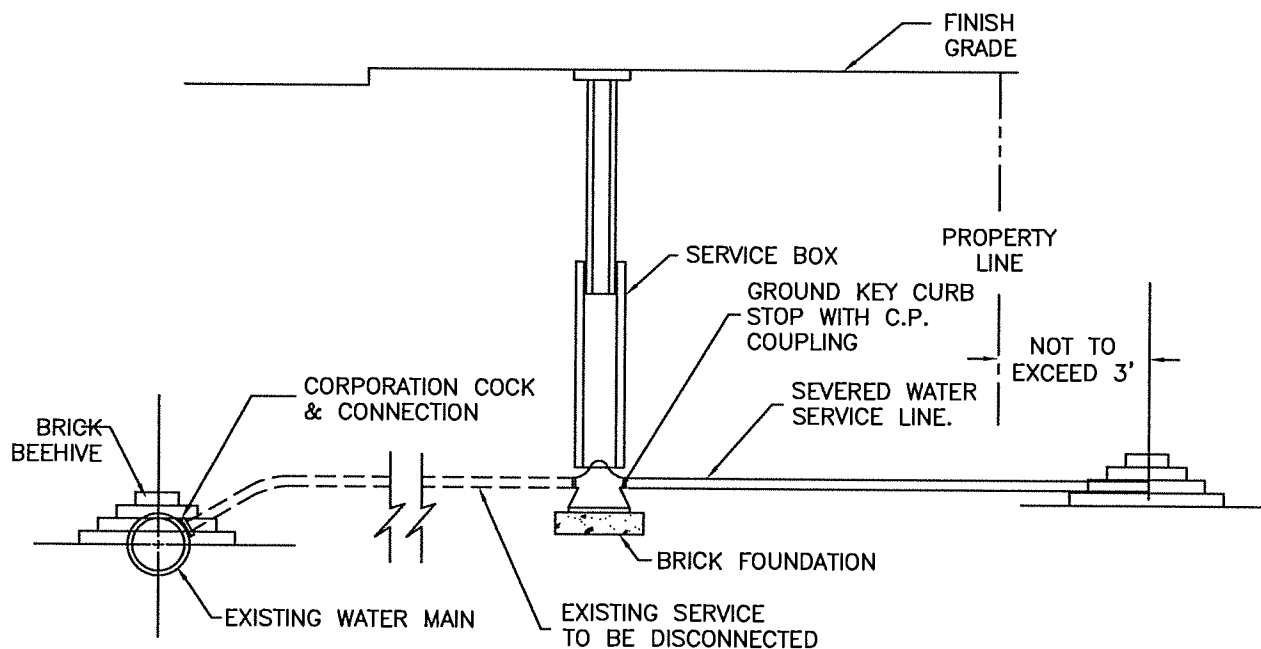
STANDARD# 4040

STANDARD DESIGN WATER SERVICE DISCONNECT TYPICAL DOMESTIC WATER SERVICE



PLAN

N.T.S.



PROFILE

N.T.S.

NOTES:

1. BRICK BEE-HIVE SHALL BE TWO ROWS ABOVE SEVERED SERVICE AND TWO ROWS BELOW SERVICE AND SHALL COVER 6" OF LINE.
2. THE EXISTING WATER SERVICE LINE SHALL BE SEVERED BY A METHOD WHICH WILL NOT DAMAGE THE REMAINDER OF THE WATER SERVICE. ANY DAMAGE WILL BE REPAIRED BY THE CONTRACTOR AT CONTRACTOR'S OWN COST.
3. WATER SERVICE DISCONNECT AT WATER MAIN SHALL HAVE COUPON INSTALLED AT CORP. COCK CONNECTION IN PLACE OF PREVIOUS SERVICE LINE.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ADOPTED JANUARY 1, 2003

DIRECTOR OF PUBLIC WORKS

ISSUED: 1-1-2003	
REVISIONS	DATE
BY	
KSG	1/1/2003

STANDARD# 4070

SHEET #1 OF 2

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STANDARD DESIGN

WATER SERVICE DISCONNECT

TYPICAL DOMESTIC WATER SERVICE

PRIOR TO STARTING THE DEMOLITION OF A BUILDING WITH AN EXISTING WATER SERVICE THAT WILL NOT BE REUSED, THE CONTRACTOR SHALL OBTAIN A WATER CAPPING INSPECTION PERMIT FROM CITY ENGINEERING.

DISCONNECTION REQUIREMENTS:

1. COPPER SERVICE ONE INCH OR LESS:
 - a. THE WATER DISTRIBUTION DIVISION SHALL BE CONTACTED TO CLOSE THE CURB STOP SERVICE.
 - b. AFTER THE CURB STOP HAS BEEN CLOSED, THE CONTRACTOR SHALL EXPOSE, SEVER, AND BEEHIVE THE SERVICE LINE WITHIN THREE FEET OF THE PROPERTY LINE AS PER CITY STANDARDS.
 - c. THE CONTRACTOR SHALL LEAVE THE SERVICE LINE EXPOSED SO THAT CITY ENGINEERING CAN INSPECT THE WORK. THE SERVICE CAN BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.
 - d. IF THE CURB STOP DOES NOT FUNCTION, THE CONTRACTOR SHALL HAVE A LICENSED AND BONDED EXCAVATOR EXPOSE THE CURB STOP AND THE WATER DISTRIBUTION DIVISION WILL TERMINATE THE SERVICE FROM THE EXPOSED CURB STOP.
2. IRON (GALVANIZED) SERVICE ONE INCH OR LESS:
 - a. THE CONTRACTOR SHALL HAVE A LICENSED AND BONDED EXCAVATOR EXPOSE THE CORPORATION STOP AT THE WATER MAIN AT WHICH TIME THE WATER DISTRIBUTION DIVISION WILL TERMINATE THE SERVICE AT THE WATERMAIN.
 - b. THE CONTRACTOR SHALL LEAVE THE TERMINATED SERVICE EXPOSED SO THAT CITY ENGINEERING CAN INSPECT THE WORK. THE TERMINATED SERVICE CAN BE COVERED ONLY AFTER THE ENGINEERING DIVISION HAS INSPECTED AND APPROVED THE WORK.
3. COPPER SERVICE GREATER THAN ONE INCH:
 - a. AFTER THE CURB STOP HAS BEEN CLOSED, THE CONTRACTOR SHALL EXPOSE, SEVER, AND BEEHIVE THE SERVICE LINE WITHIN THREE FEET OF THE PROPERTY LINE AS PER CITY STANDARDS.
 - b. THE CONTRACTOR SHALL LEAVE THE SERVICE LINE EXPOSED SO THAT CITY ENGINEERING DIVISION CAN INSPECT THE WORK. THE SERVICE CAN BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.
4. IRON (GALVANIZED) SERVICE GREATER THAN ONE INCH:
 - a. THE CONTRACTOR SHALL HAVE A LICENSED AND BONDED EXCAVATOR EXPOSE THE CONNECTION AT THE WATER MAIN AND HAVE A LICENSED AND BONDED PLUMBER TERMINATE THE CONNECTION.
 - b. THE CONTRACTOR SHALL LEAVE THE TERMINATED SERVICE EXPOSED SO THAT CITY ENGINEERING CAN INSPECT THE WORK. THE TERMINATED SERVICE CAN BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.
5. CAST OR DUCTILE IRON SERVICE WITH POTENTIAL FOR FUTURE USE:
 - a. AFTER THE CONTROL VALVE HAS BEEN CLOSED, THE CONTRACTOR SHALL EXPOSE, SEVER, AND BEEHIVE THE SERVICE LINE WITHIN THREE FEET OF THE PROPERTY LINE AS PER CITY STANDARDS.
 - b. THE CONTRACTOR SHALL LEAVE THE TERMINATED SERVICE EXPOSED SO THAT CITY ENGINEERING CAN INSPECT THE WORK. THE TERMINATED SERVICE CAN BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.
6. CAST OR DUCTILE IRON SERVICE OR FIRE MAIN WITH NO POTENTIAL FOR FUTURE USE:
 - a. THE CONTRACTOR SHALL HAVE A LICENSED AND BONDED EXCAVATOR EXPOSE THE CONNECTION AT THE WATER MAIN AND HAVE A LICENSED AND BONDED PLUMBER TERMINATE THE CONNECTION.
 - b. THE CONTRACTOR SHALL LEAVE THE TERMINATED SERVICE EXPOSED SO THAT CITY ENGINEERING DIVISION CAN INSPECT THE WORK. THE TERMINATED SERVICE CAN BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE
ENGINEERING DIVISION

ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

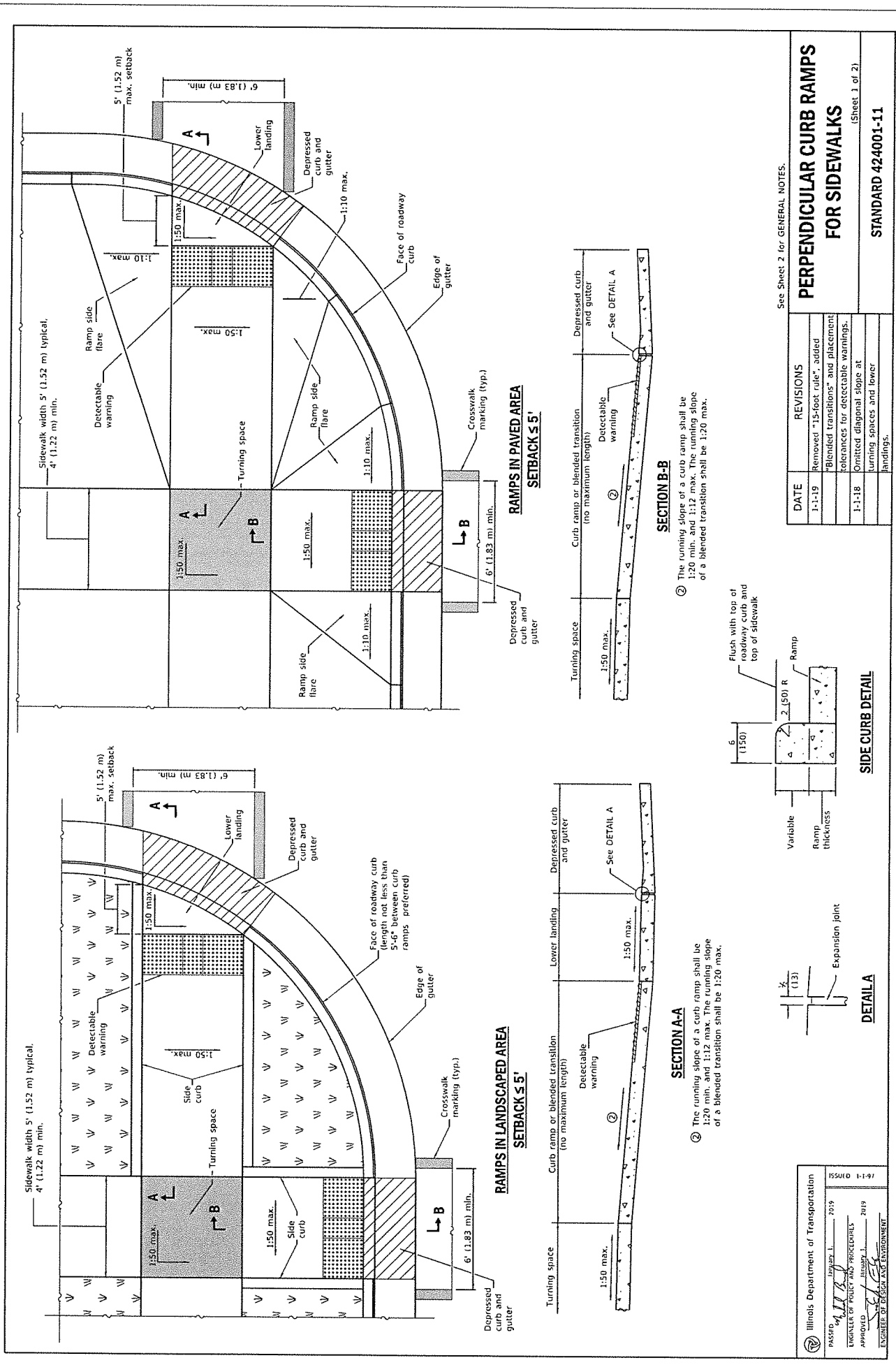
ISSUED:

REVISIONS

BY DATE

KSG 1/2003

STANDARD#4070
SHEET #2 OF 2



Illinois Department of Transportation PASSED BY: <i>[Signature]</i> 2019 ENGINEER OF PROJECT AND PROCEDURES APPROVED: <i>[Signature]</i> 2019 ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED	1-1-97

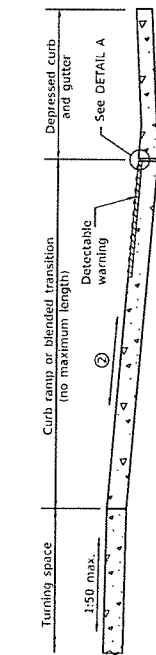
DATE	REVISIONS
1-1-19	removed "15-foot rule", added "Blended transitions" and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at turning spaces and lower landings.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS
(Sheet 1 of 2)
STANDARD 424001-11

See Sheet 2 for GENERAL NOTES.

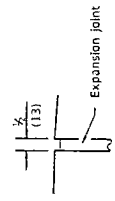
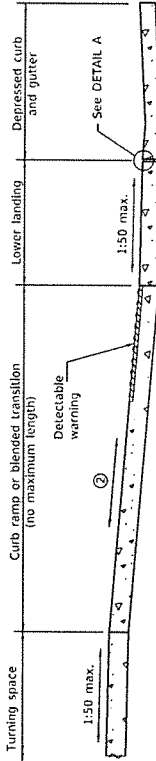
② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

SECTION B-B

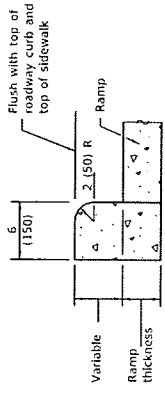


RAMPS IN PAVED AREA
SETBACK ≤ 5'

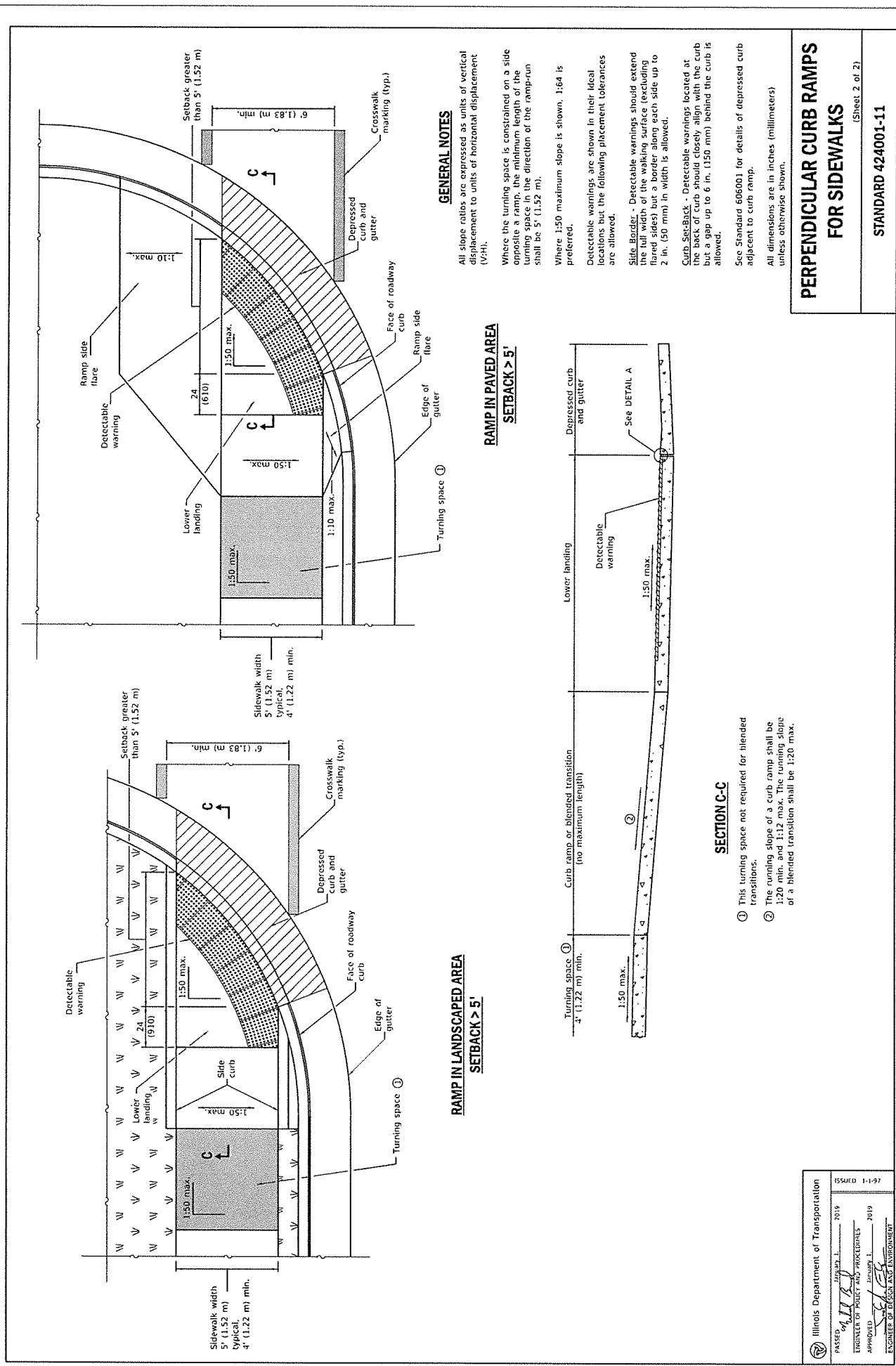
RAMPS IN LANDSCAPED AREA
SETBACK ≤ 5'

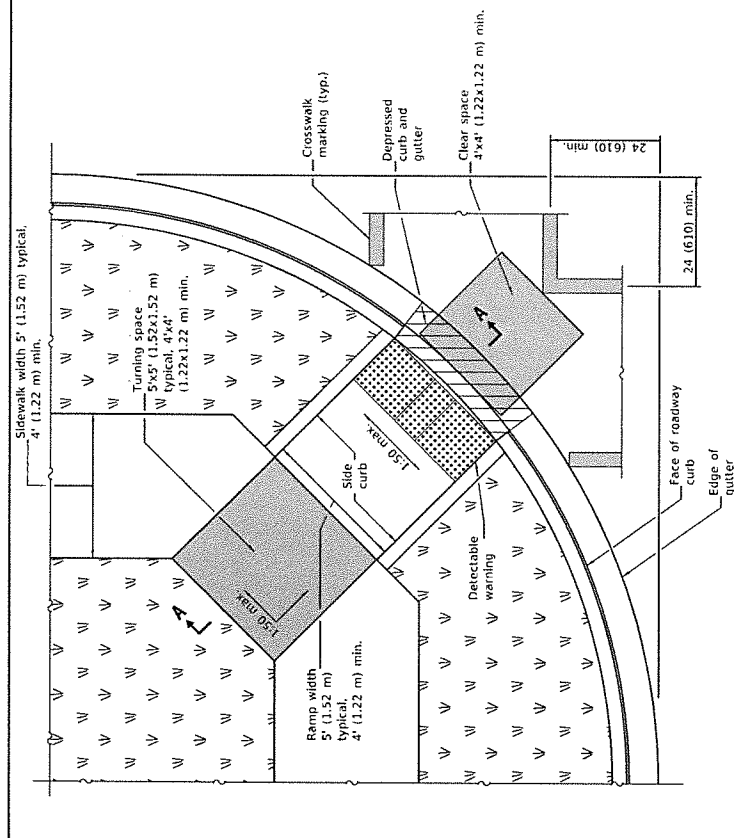


DETAIL A

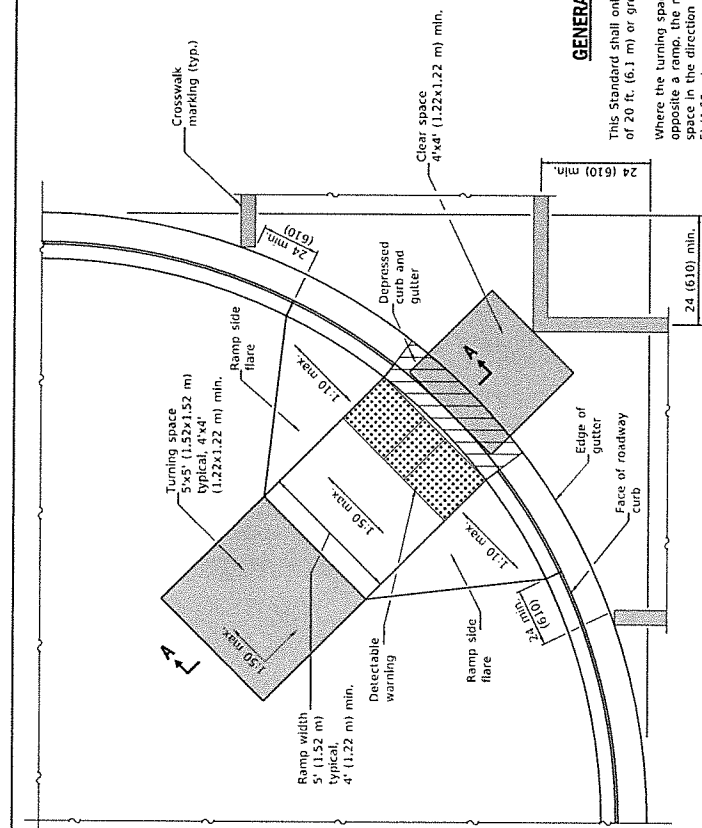


SIDE CURB DETAIL





RAMP IN LANDSCAPED AREA



RAMP IN PAVED AREA

GENERAL NOTES

This Standard shall only be used for curb radii of 20 ft. (6.1 m) or greater.

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Setback - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

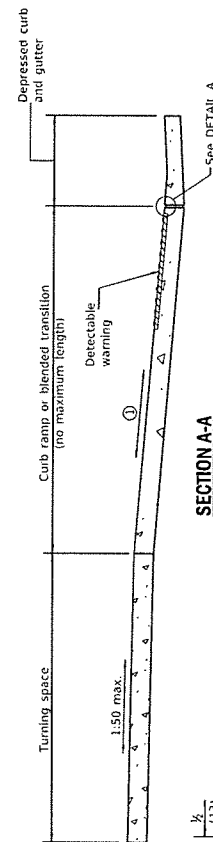
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

See Standard 606001 for details of depressed curb adjacent to curb ramp.

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

DIAGONAL CURB RAMPS FOR SIDEWALKS

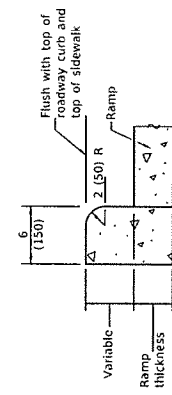
STANDARD 424006-04



SECTION A-A

① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

DETAIL A

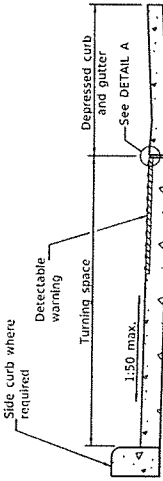


SIDE CURB DETAIL

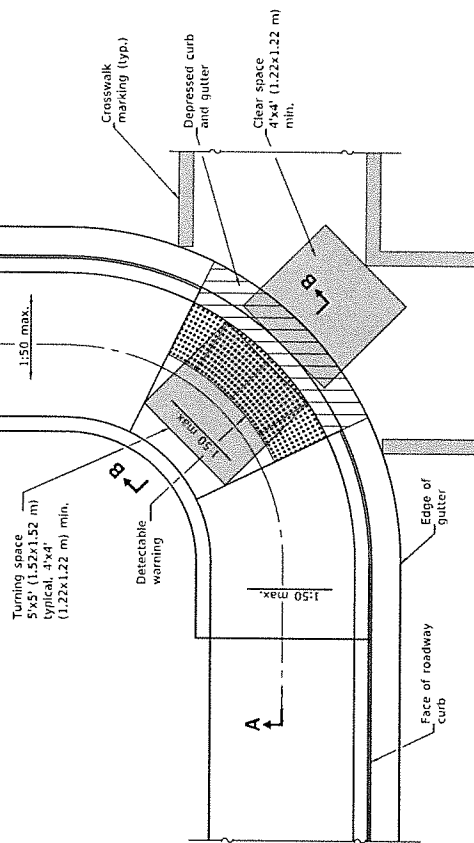
Illinois Department of Transportation		ISSUED 1-1-12
PASSED	2019	
ENGINEER OF POLICY AND PROCEDURES	2019	
APPROVED	2019	
ENGINEER OF DESIGN AND ENVIRONMENT		

DATE	REVISIONS
1-1-19	Removed "15-foot rule," added "blended transitions" and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at turning spaces.

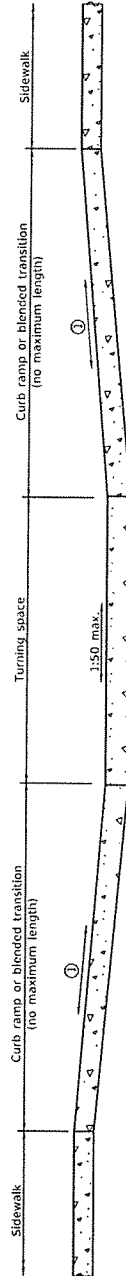
Sidewalk width $\geq 7'$ (2.13 m)
Typical, pedestrian access
route width 4' (1.22 m) min.



SECTION B-B

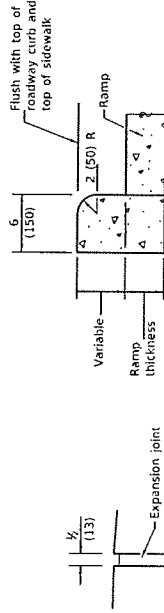


CORNER PARALLEL CURB RAMP



SECTION A-A

① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



SIDE CURB DETAIL

DETAIL A

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

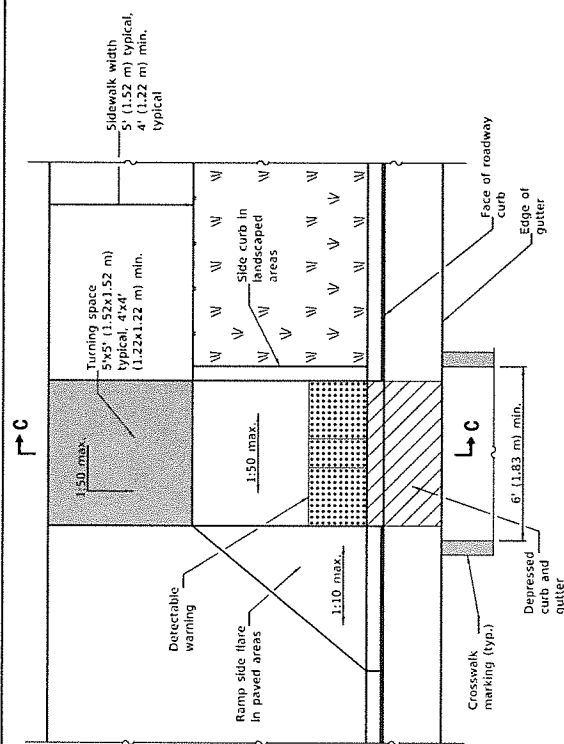
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Removed upper banding, added blended transition and detectable warning tolerances.
1-1-17	Revised sidewalk width to include 24 (610) buffer behind curb.

CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

STANDARD 424011-04

PASSED 4/11/2019 ENGINEER OF PUBLIC WORKS APPROVED 4/11/2019 ENGINEER OF PUBLIC WORKS	ISSUED 1-1-12
	ILLINOIS Department of Transportation DIVISION OF TRANSPORTATION DIVISION OF PUBLIC WORKS



PERPENDICULAR MID-BLOCK CURB RAMP

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

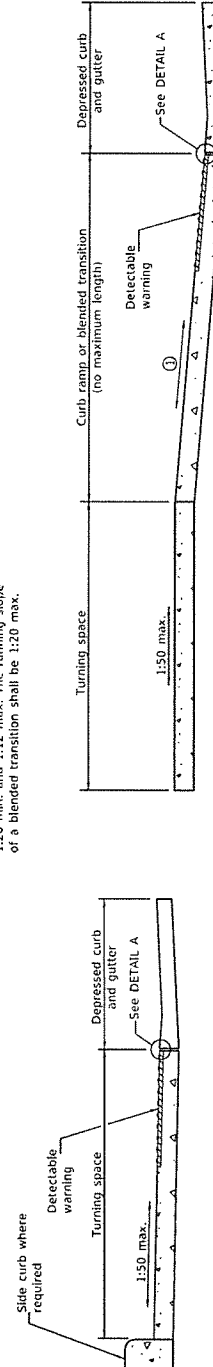
All dimensions are in inches (millimeters) unless otherwise shown.

MID-BLOCK CURB RAMPS FOR SIDEWALKS

STANDARD 424016-05

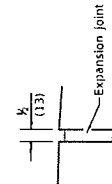


- ① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

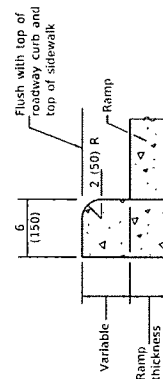


SECTION B-B

SECTION C-C



DETAIL A



SIDE CURB DETAIL

DATE	REVISIONS
1-1-19	Removed upper landing, added blended transitions and detectable warning tolerances.
1-1-18	Omitted diagonal slope at turning spaces and upper landings.

ISSUED 1-1-12

Illinois Department of Transportation

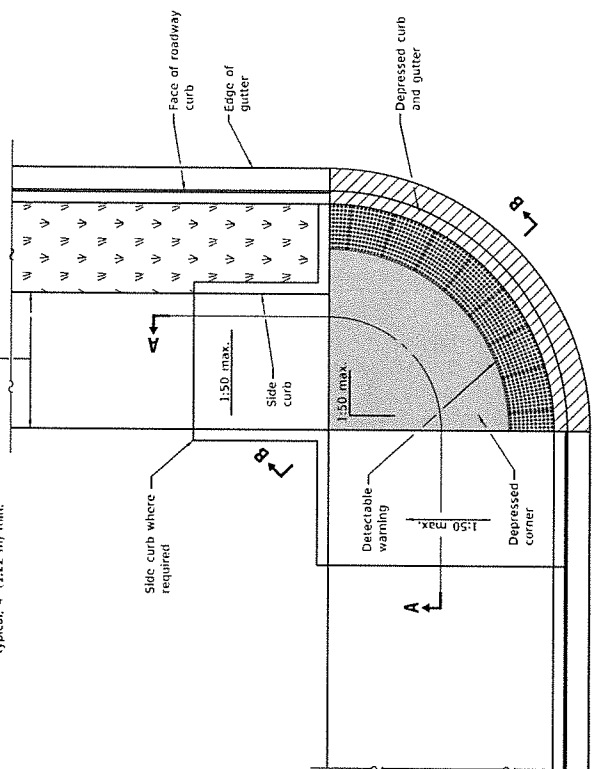
PASSED JANUARY 1, 2019

ENGINEER OF POLICY AND PROCEDURES

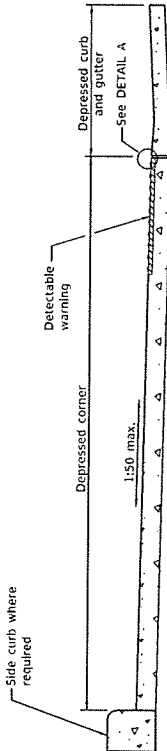
APPROVED JUNE 1, 2019

ENGINEER OF POLICY AND ENVIRONMENT

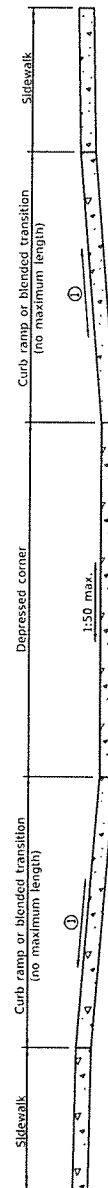
Sidewalk width 5' (1.52 m) typical, 4' (1.22 m) min.



SECTION B-B

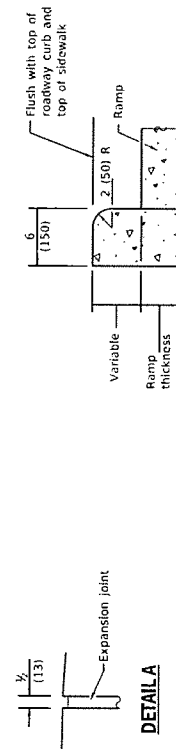


DEPRESSED CORNER



SECTION A-A

① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



DETAIL A

SIDE CURB DETAIL

GENERAL NOTES

This standard shall only be used for curb radii of 6 ft (1.83 m) or greater.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detachable warnings are shown in their ideal positions but the following placement tolerances are allowed.

Side Border - Detachable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Setback - Detachable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

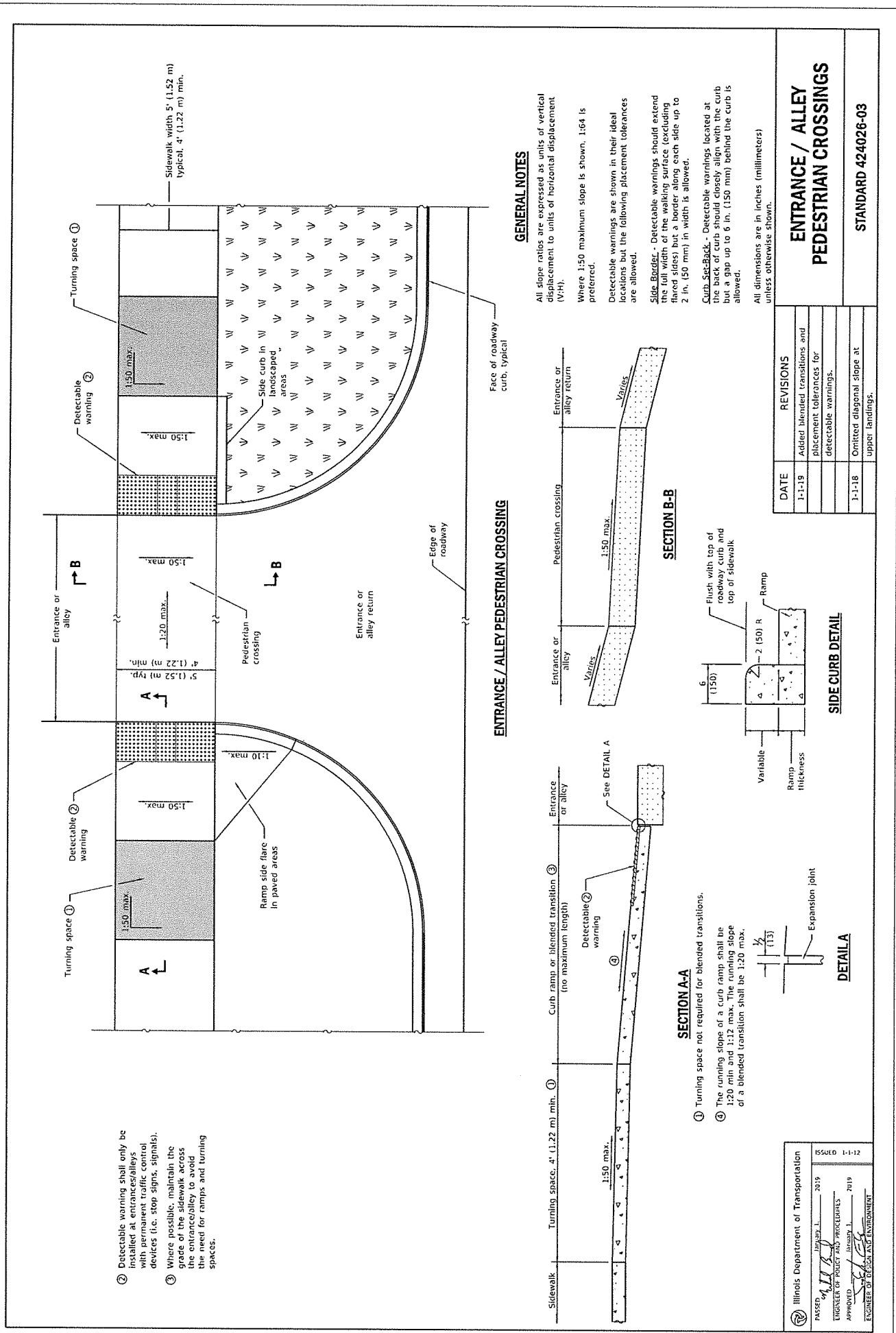
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Removed upper bindings, added blended transition and detachable warning tolerances.
1-1-18	Omitted diagonal slope at turning spaces and upper landings.

DEPRESSED CORNER FOR SIDEWALKS

STANDARD 424021-05

Illinois Department of Transportation DIVISION 1 ENGINEER OF POLICY AND PROCEDURES APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-12
	2018
	2019
	2019



GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

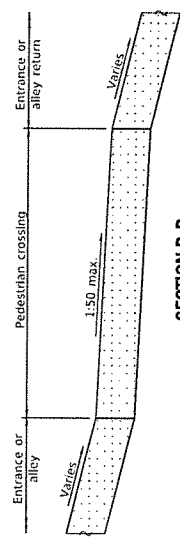
Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

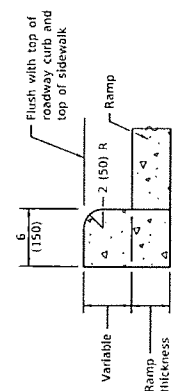
Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

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

ENTRANCE / ALLEY PEDESTRIAN CROSSING

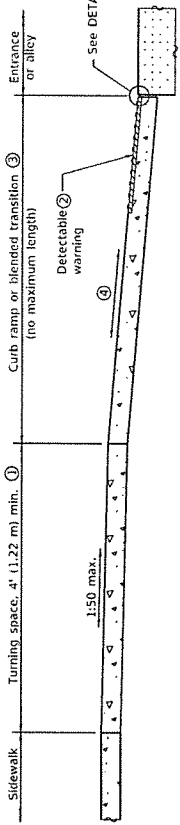


SECTION B-B



SIDE CURB DETAIL

SECTION A-A

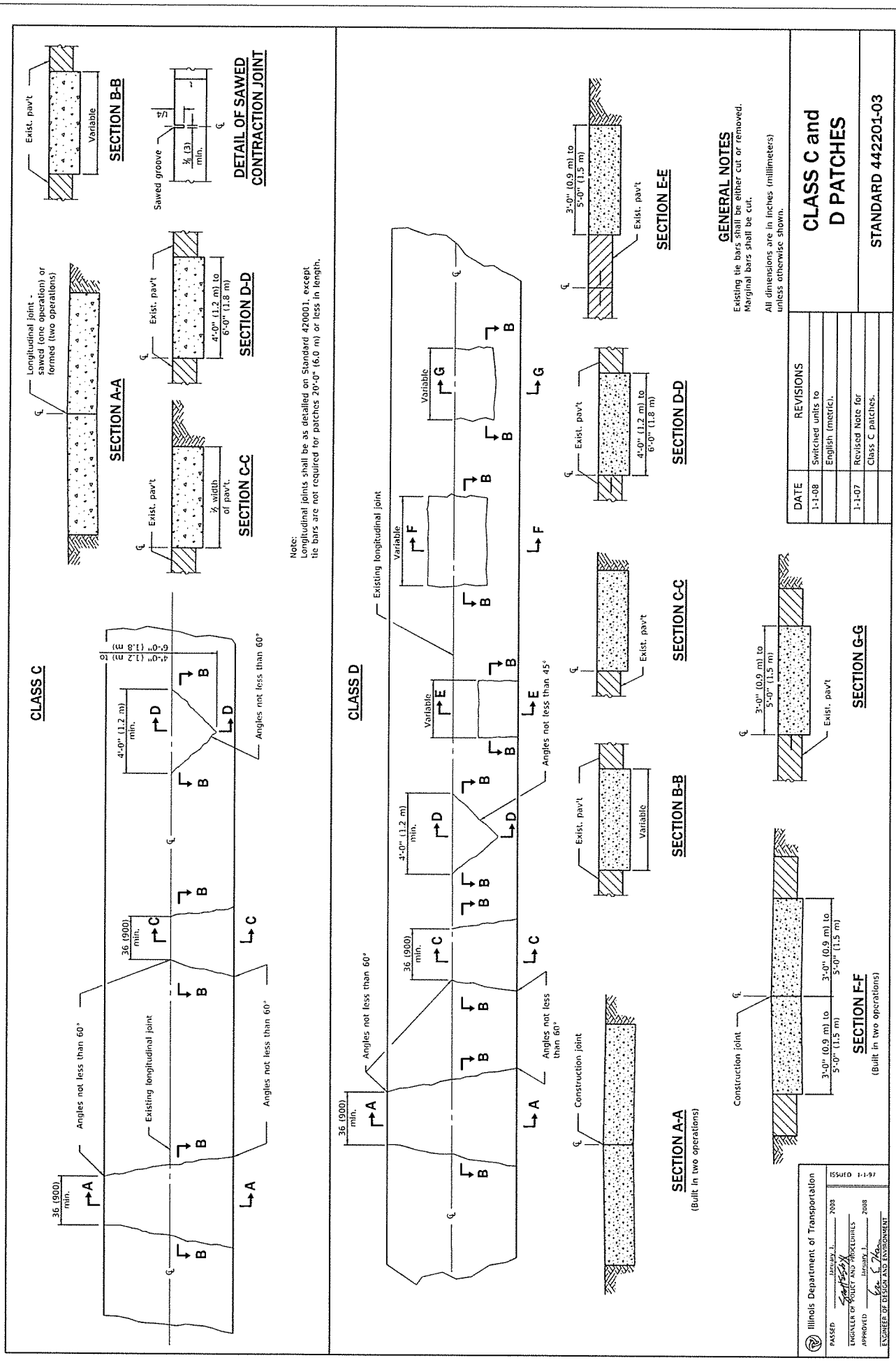


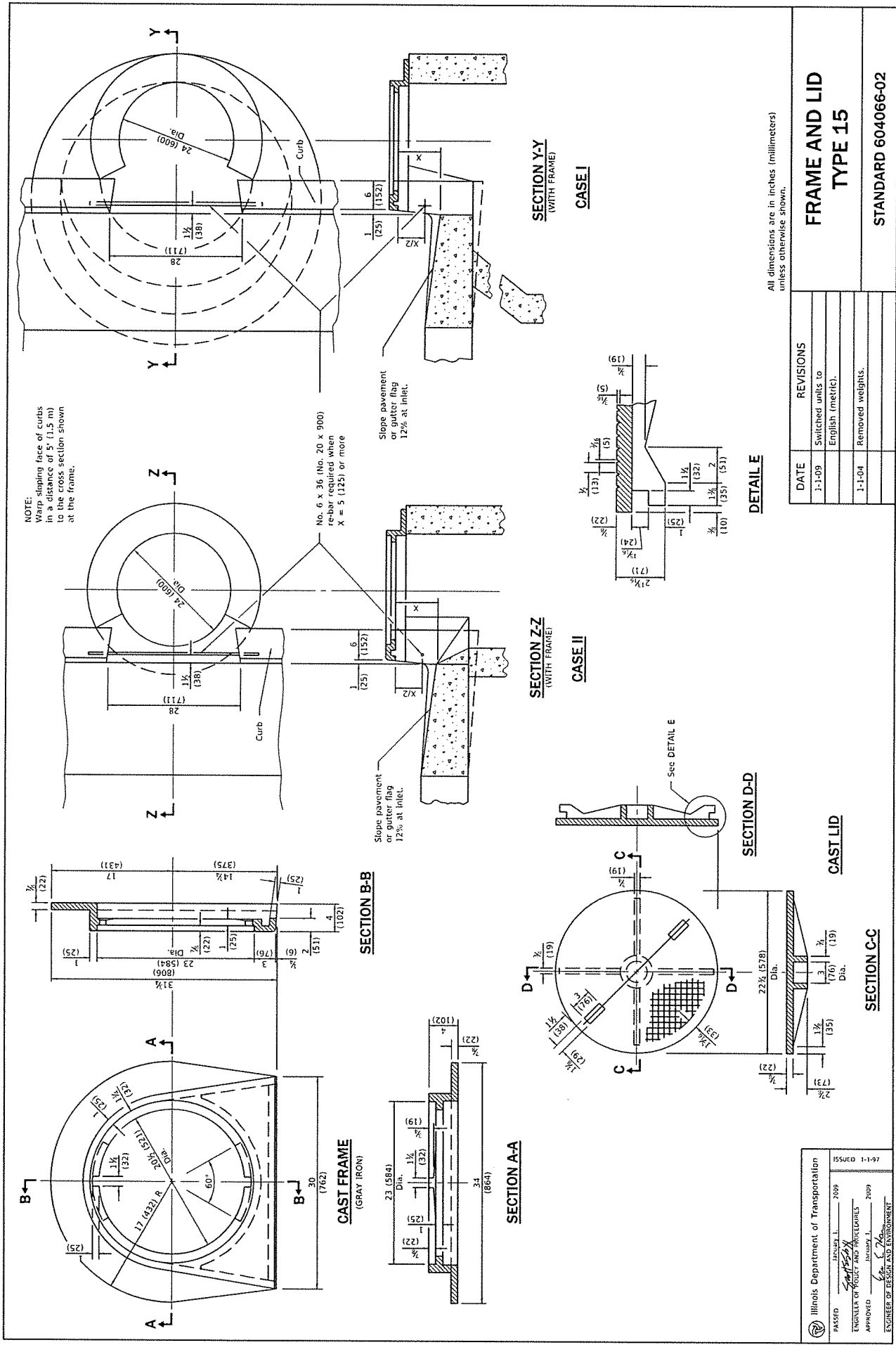
DETAIL A

ENTRANCE / ALLEY PEDESTRIAN CROSSINGS		STANDARD 424026-03	
DATE	REVISIONS		
1-1-19	Added blended transitions and placement tolerances for detectable warnings.		
1-1-18	Ornited diagonal slope at upper landings.		

PASSED: *[Signature]* 2019
 ENGINEER OF PROJECT AND PROCEDURES
 APPROVED: *[Signature]* 2019
 ENGINEER OF DESIGN AND ENVIRONMENT

Illinois Department of Transportation
 ISSUED: 1-1-12





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

DATE	REVISIONS
3-1-09	Switched units to English (metric).
3-1-04	Removed weights.

FRAME AND LID TYPE 15

STANDARD 604066-02

Illinois Department of Transportation

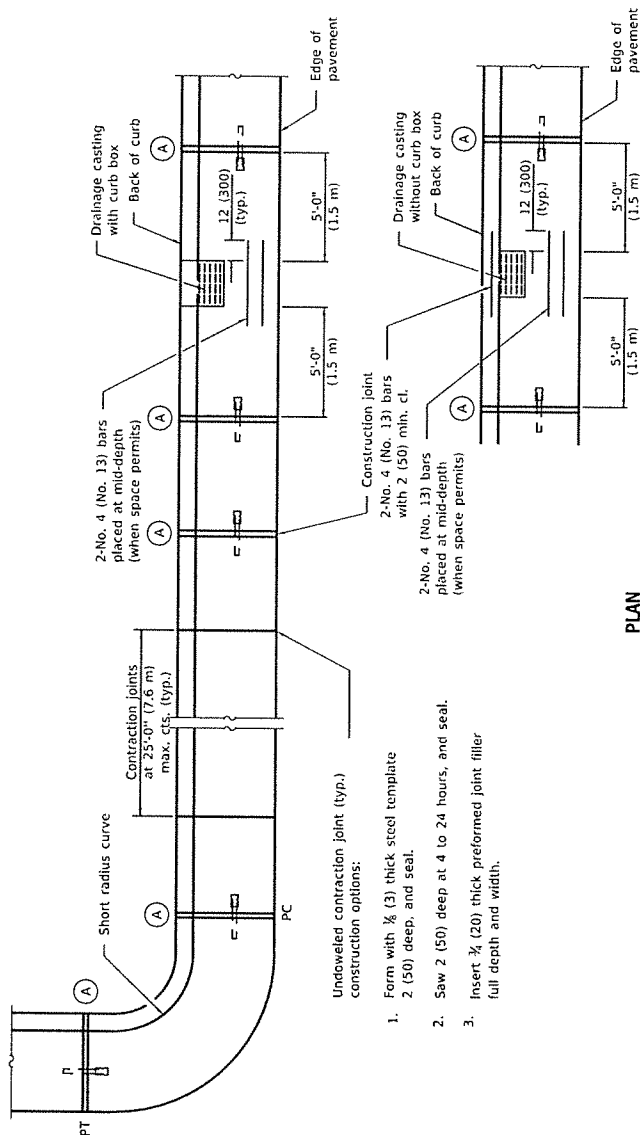
ISSUED 1-1-97

PASSED JANUARY 1, 2009

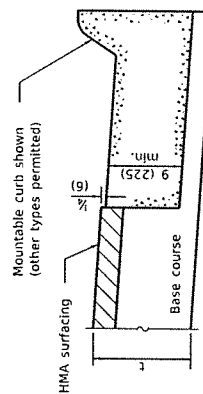
ENGINEER OF POLICY AND PROCEDURES

APPROVED JANUARY 1, 2009

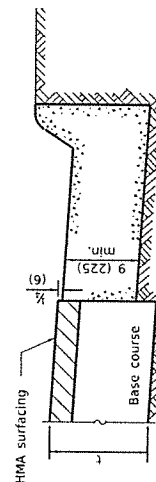
ENGINEER OF DESIGN AND ENVIRONMENT



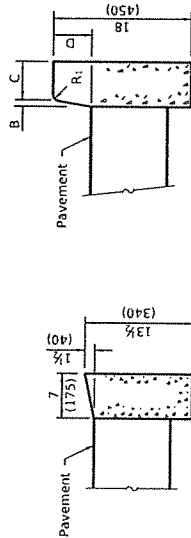
PLAN



ON DISTURBED SUBGRADE



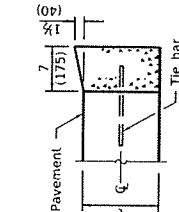
ON UNDISTURBED SUBGRADE



DEPRESSED CURB

BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB

BARRIER CURB

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

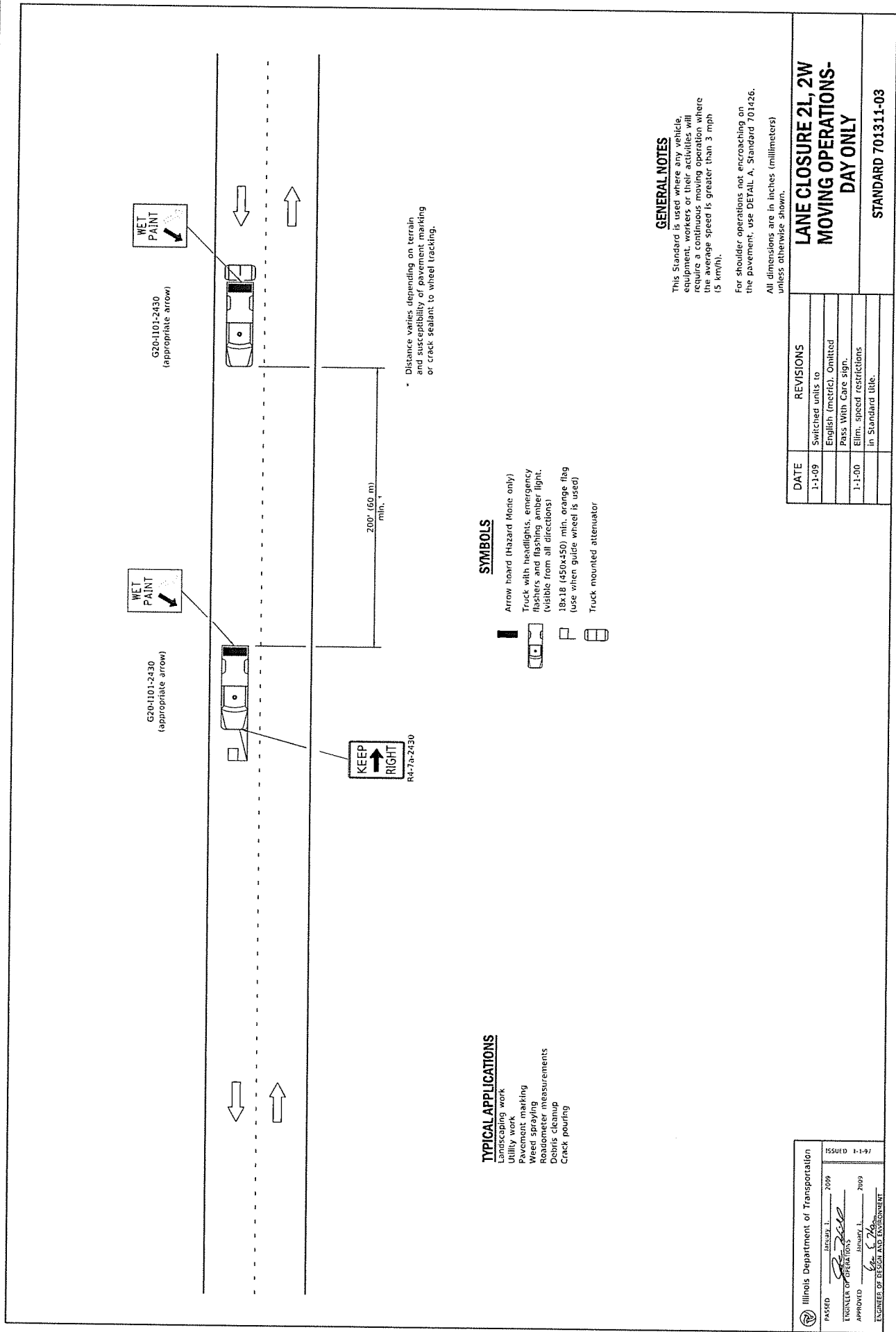
CONCRETE CURB TYPE B

Illinois Department of Transportation PASSED <u>January 1, 2019</u>		ISSUED 1-1-97
ENGINEER OF PROJECT AND PROCEDURES <u>Michael Bond</u>		2018
APPROVED <u>January 1, 2018</u> <u>Thomas J. Davis</u>		2018
ENGINEER OF DESIGN AND ENVIRONMENT		

ADJACENT TO FLEXIBLE PAVEMENT

**CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER**
(Sheet 2 of 2)

STANDARD 606001-07



TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Reconstruction
- Weed spraying
- Roadmeter measurements
- Debris cleanup
- Crack pouring

SYMBOLS

- Arrow board (Hazard Mode only)
- Truck with headlights, emergency flashers and flashing amber light (visible from all directions)
- 18x18 (450x450) min. orange flag (use when guide wheel is used)
- Truck mounted attenuator

GENERAL NOTES

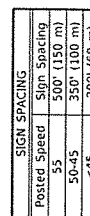
This Standard is used where any vehicle equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426.

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

DATE		REVISIONS	
1-1-09		Switched units to English (metric). Omitted	
1-1-00		Pass With Care sign.	
		Elim. speed restrictions in Standard title.	
		LANE CLOSURE 2L, 2W MOVING OPERATIONS- DAY ONLY	
		STANDARD 701311-03	

Illinois Department of Transportation DIVISION 1 2009		ISSUED 1-1-97
PASSED ENGINEER OF OPERATIONS APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	[Signature] [Signature] [Signature]	2009 2009



Work area

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

① Refer to SIGN SPACING TABLE for distances

- ② For approved sideload closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

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

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

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).

**URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED**

STANDARD 701501-06

ISSUED 1-1-97

ILLINOIS Department of Transportation

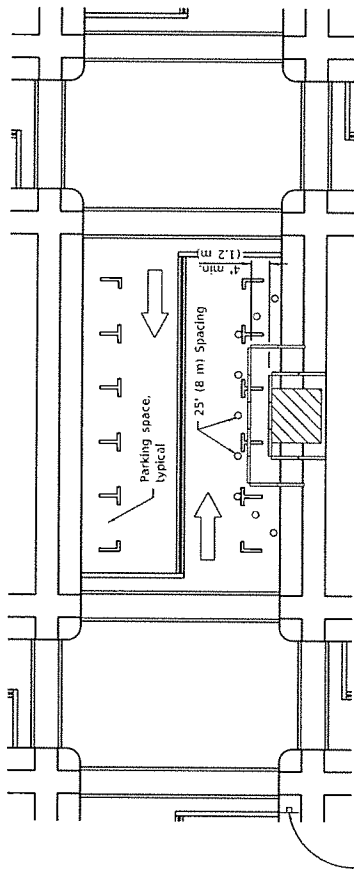
PASSED January 1, 2011

Amuel Oba

ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011

Jeffrey X



W20-1103(0)-48 for contract construction projects

Or

W20-1101-48 for maintenance and utility projects

SIDEWALK DIVERSION

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

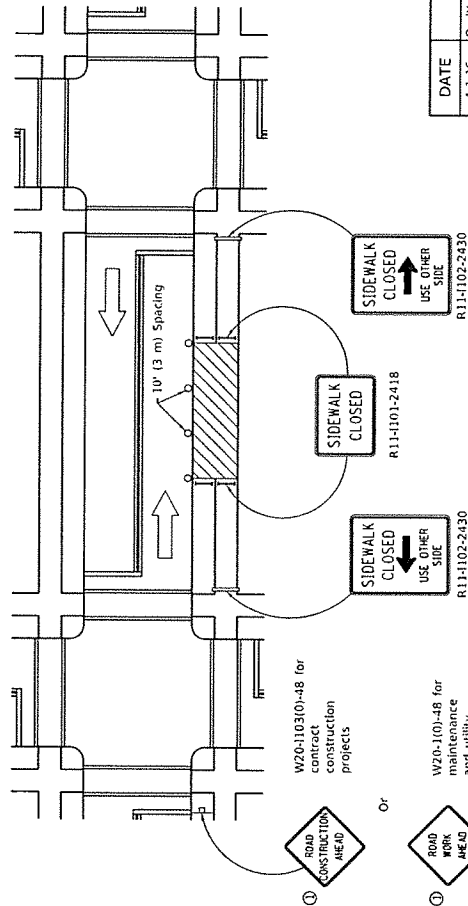
Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

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



W20-1103(0)-48 for contract construction projects

Or

W20-1101-48 for maintenance and utility projects

SIDEWALK CLOSURE

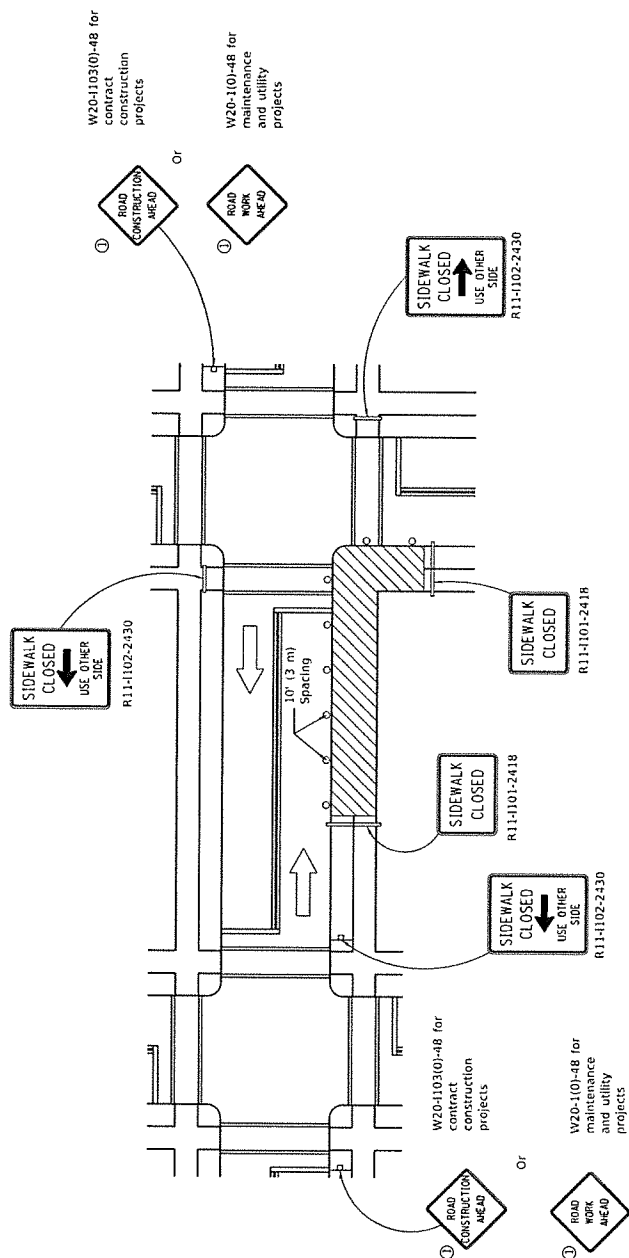
DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION. Modified appearance of plan views. Renamed Std.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

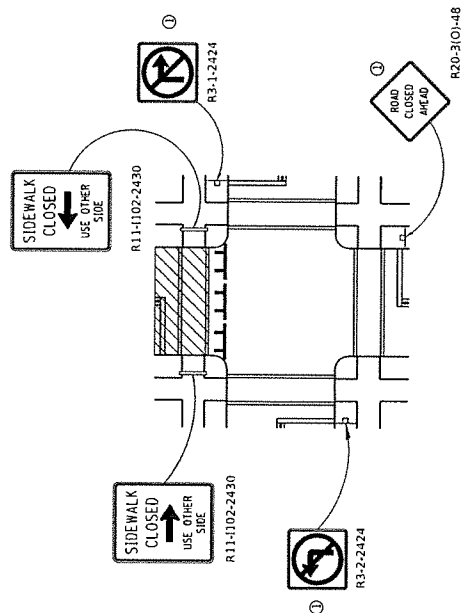
(Sheet 1 of 2)

STANDARD 701801-06

PASSED APRIL 1, 2016 ENGINEER OF SAFETY ENGINEERING APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97
	ILLINOIS Department of Transportation



CORNER CLOSURE



CROSSWALK CLOSURE

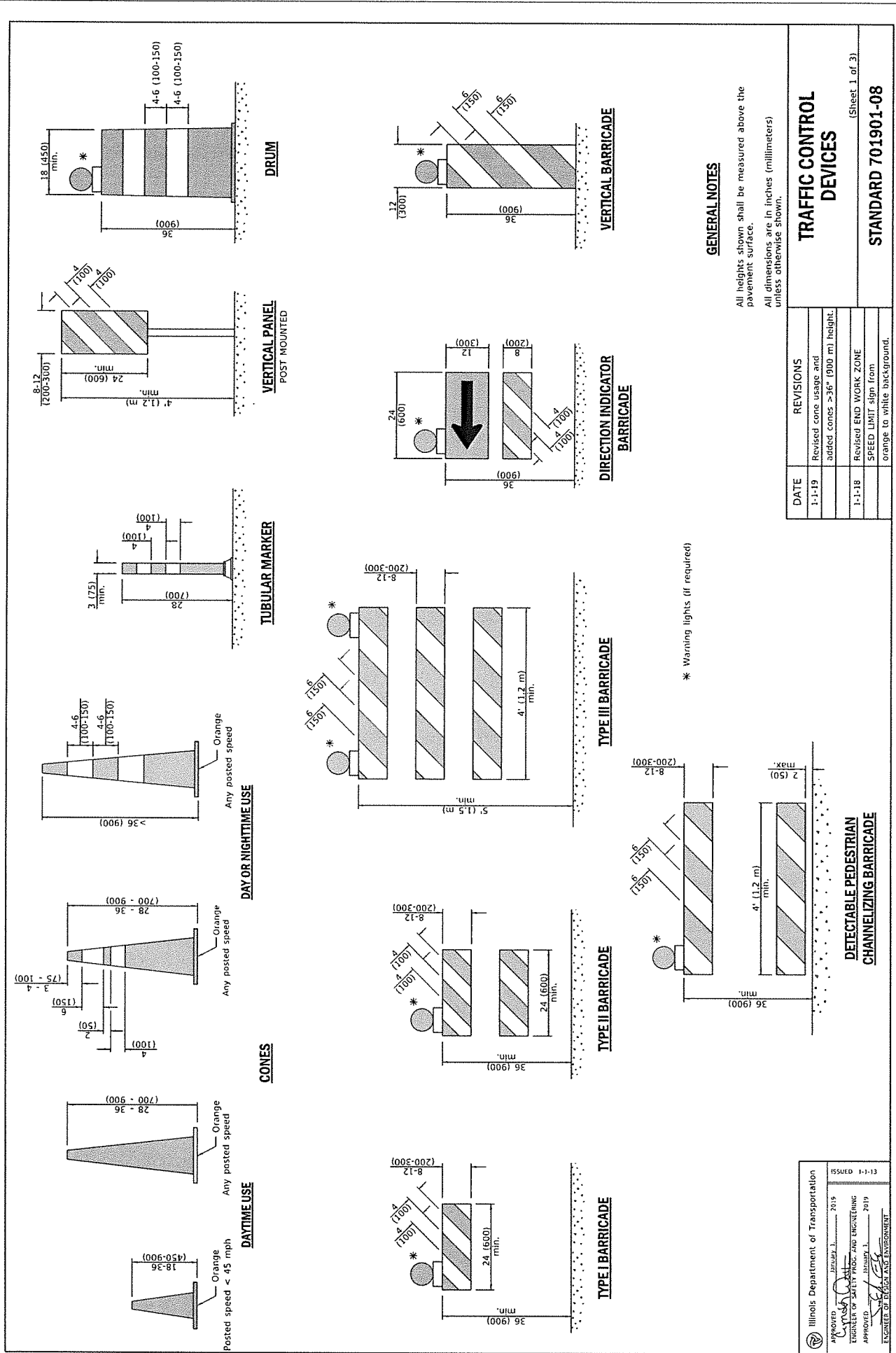
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

STANDARD 701801-06

Illinois Department of Transportation PASSED APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	APRIL 1, 2016 <i>[Signature]</i> ENGINEER OF SAFETY ENGINEERING
	APRIL 1, 2016 <i>[Signature]</i> ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



TRAFFIC CONTROL DEVICES

GENERAL NOTES

All heights shown shall be measured above the pavement surface.
All dimensions are in inches (millimeters) unless otherwise shown.

* Warning lights (if required)

REVISIONS

DATE	REVISIONS
1-1-19	Revised cone usage and added cones >36" (900 mm) height.
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

STANDARD 701901-08

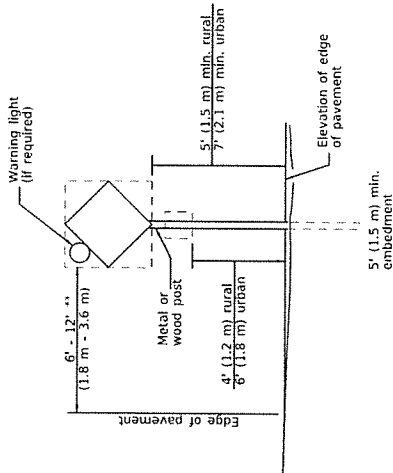
(Sheet 1 of 3)

TRAFFIC CONTROL DEVICES

ILLINOIS DEPARTMENT OF TRANSPORTATION

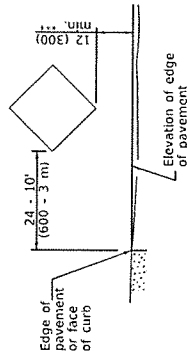
APPROVED: *[Signature]* 2019
ENGINEER OF SAFETY PROGRAM AND ENGINEERING

ISSUED: 1-1-13



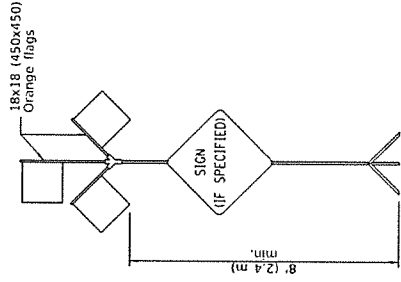
POST MOUNTED SIGNS

When curb or paved shoulder are present, the sign shall be located at the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

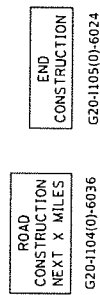


SIGNS ON TEMPORARY SUPPORTS

When work operations exceed four days, the sign shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE



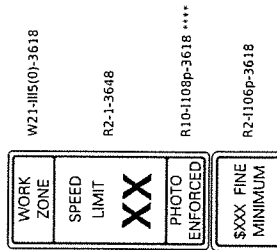
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

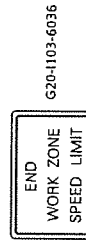
END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



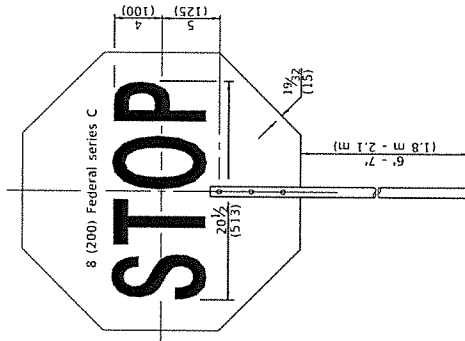
Sign assembly as shown on Standards or as allowed by District Operations.



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

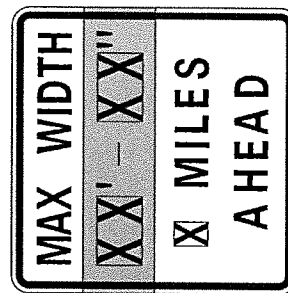
HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

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



FRONT SIDE

REVERSE SIDE



WIDTH RESTRICTION SIGN

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

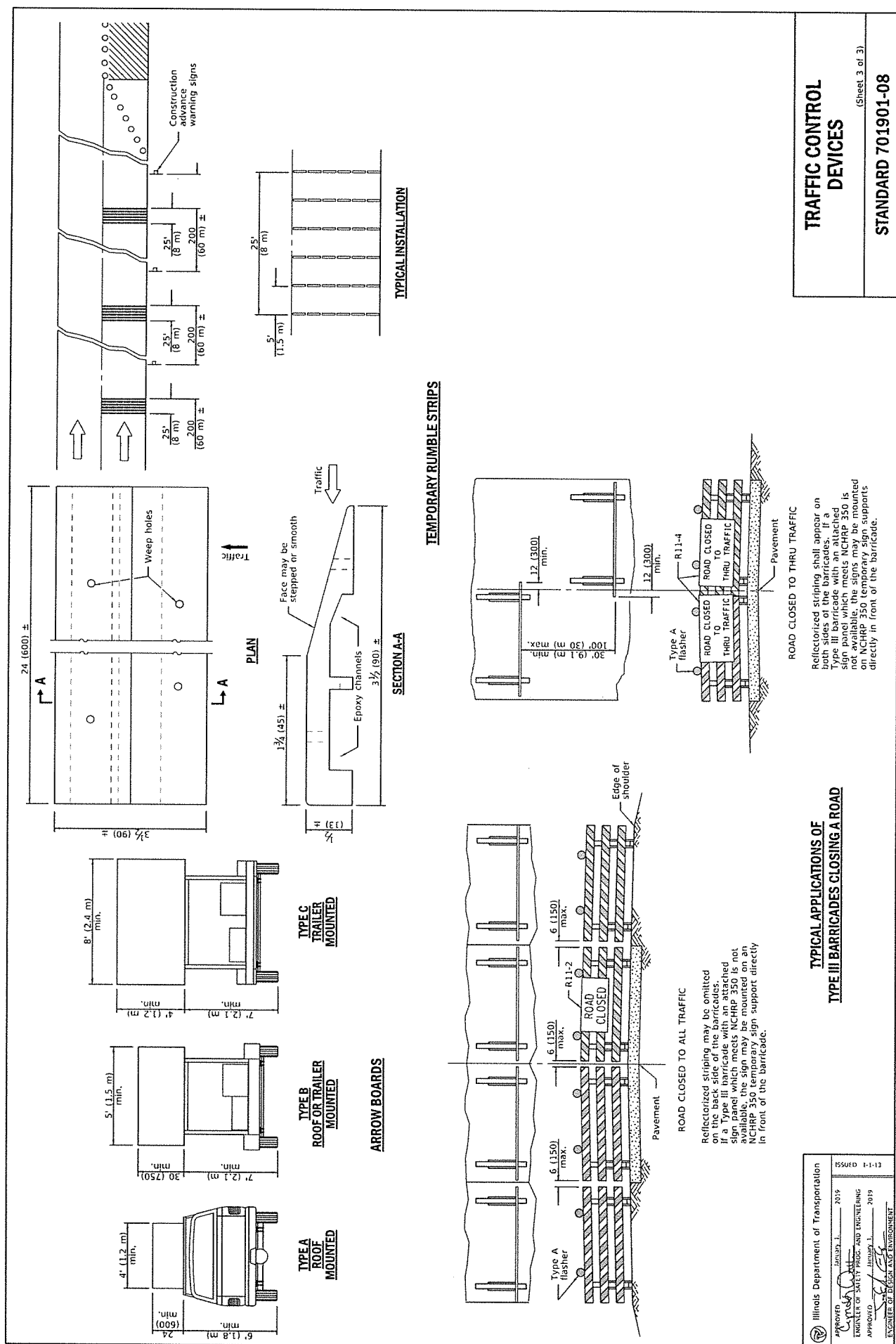
	APPROVED [Signature] ENGINEER OF SAFETY PROGRAMS AND ENGINEERING	2019 JANUARY 1
	APPROVED [Signature] ENGINEER OF DESIGN AND ENVIRONMENT	2019 JANUARY 1
ISSUED 1-1-13		2019

FLAGGER TRAFFIC CONTROL SIGN

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-08



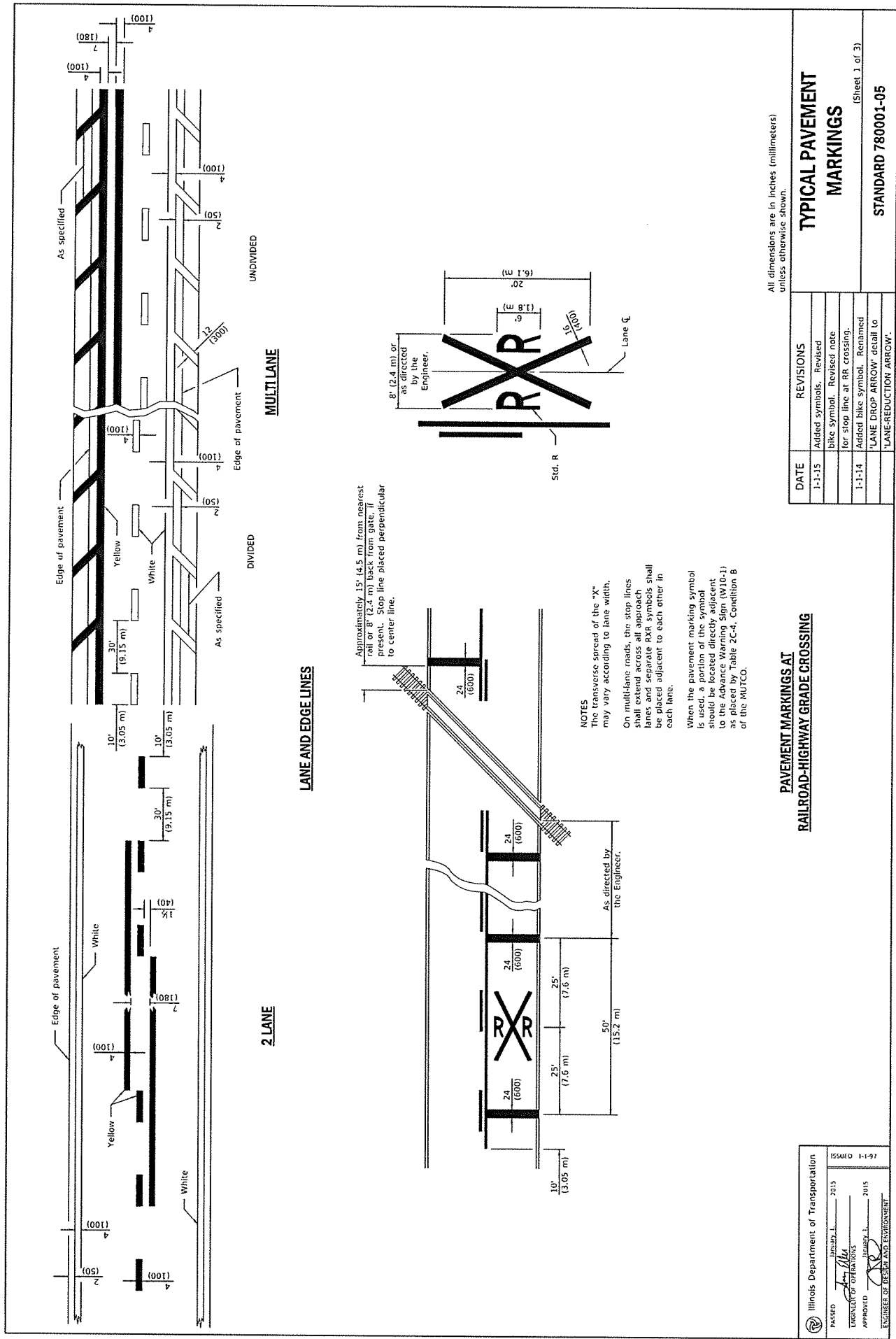
Illinois Department of Transportation APPROVED: <i>[Signature]</i> 2019 ENGINEER OF SAFETY PROJECTS AND ENGINEERING APPROVED: <i>[Signature]</i> 2019 ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED 1-1-13	

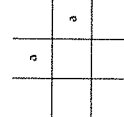
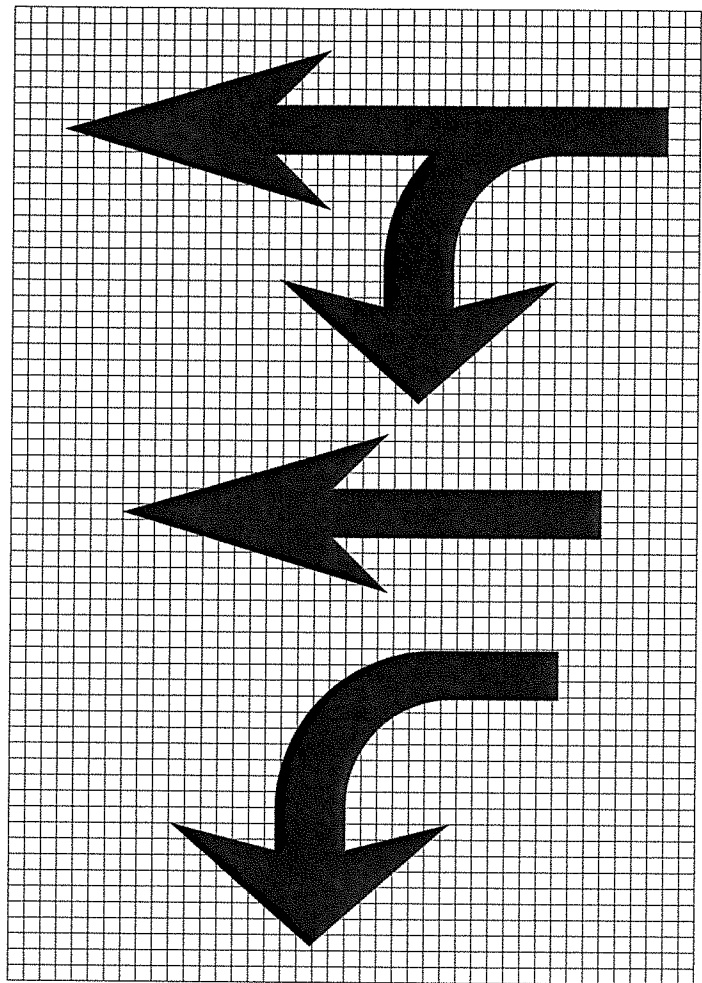
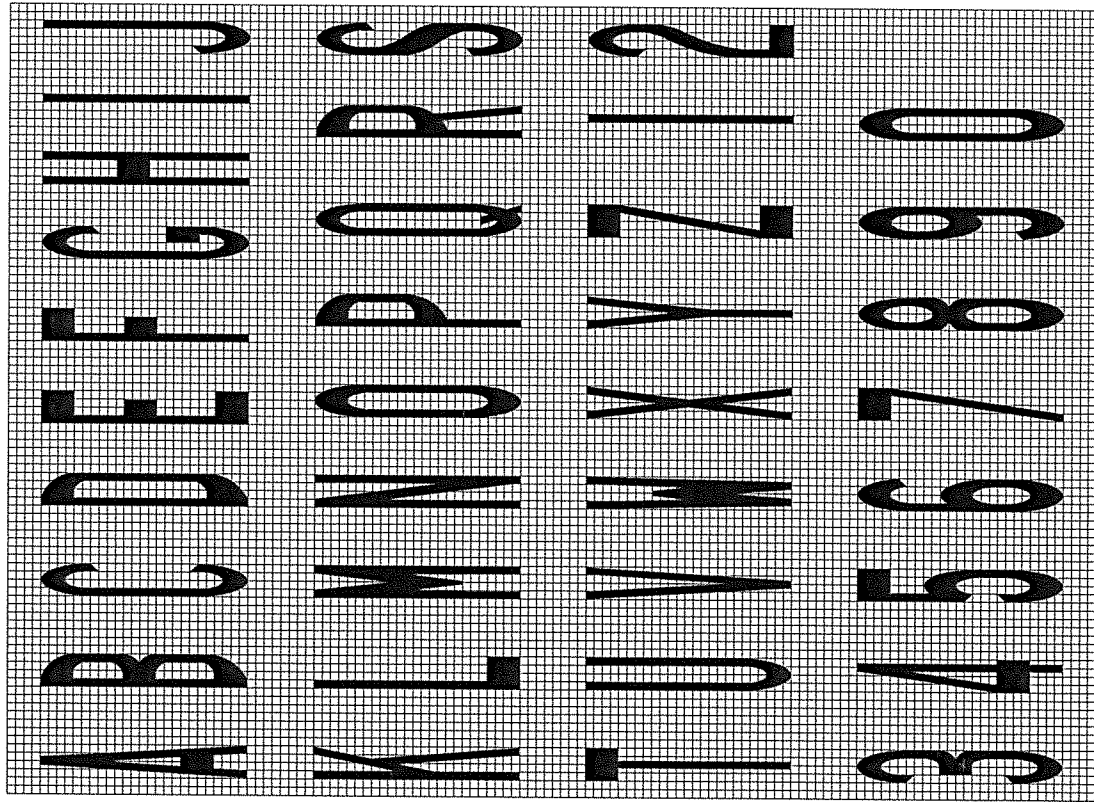
ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

TRAFFIC CONTROL DEVICES

STANDARD 701901-08





Legend Height	Arrow Size	a
6' (1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (96)

The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

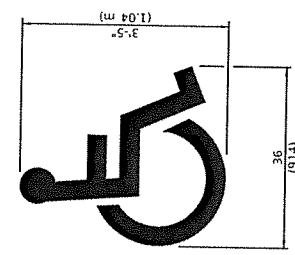
LETTER AND ARROW GRID SCALE

Illinois Department of Transportation
 ISSUED 1-1-97
 PASSED _____ 2015
 ENGINEER OF OPERATIONS
 APPROVED _____ 2015
 ENGINEER OF DESIGN AND ENVIRONMENT

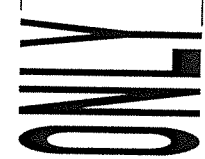
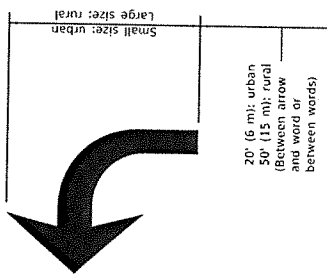
TYPICAL PAVEMENT MARKINGS

(Sheet 2 of 3)

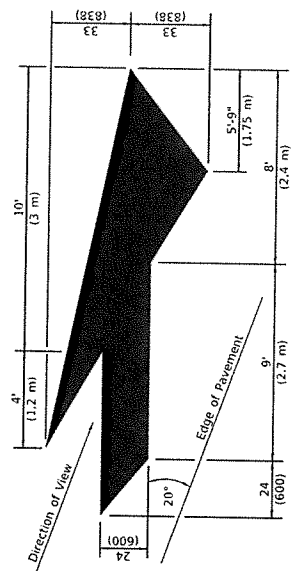
STANDARD 780001-05



**INTERNATIONAL
SYMBOL OF
ACCESSIBILITY**

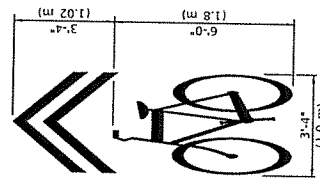


WORD AND ARROW LAYOUT

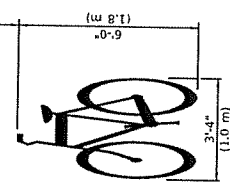


LANE-REDUCTION ARROW

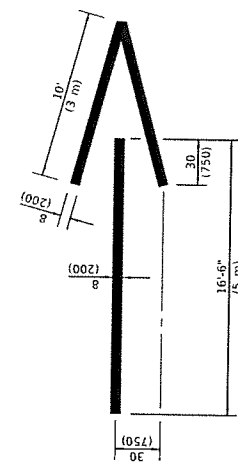
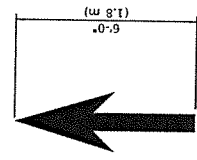
Right lane-reduction arrow shown.
Use mirror image for left lane.



**SHARED LANE
SYMBOL**



BIKE SYMBOL
(Arrow is optional.)



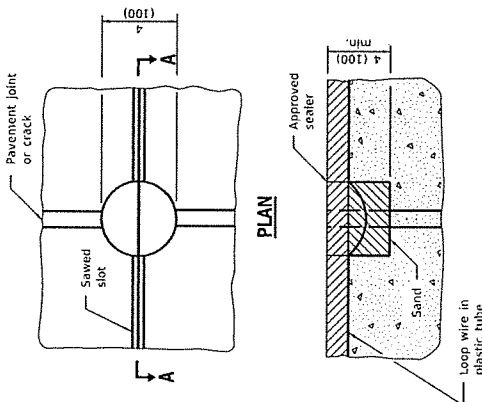
WRONG WAY ARROW

	ISSUED 1-1-97	
	DESIGNED BY	2015
	TRAVELER INFORMATION	2015
	APPROVED	2015
ENGINEER OF DESIGN AND ENVIRONMENT		

**TYPICAL PAVEMENT
MARKINGS**

STANDARD 780001-05

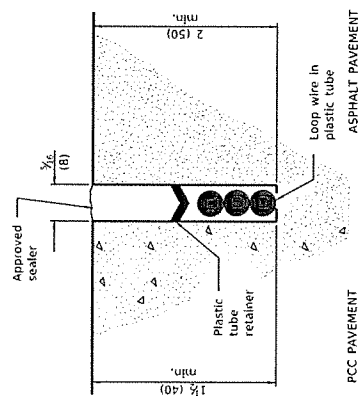
(Sheet 3 of 3)



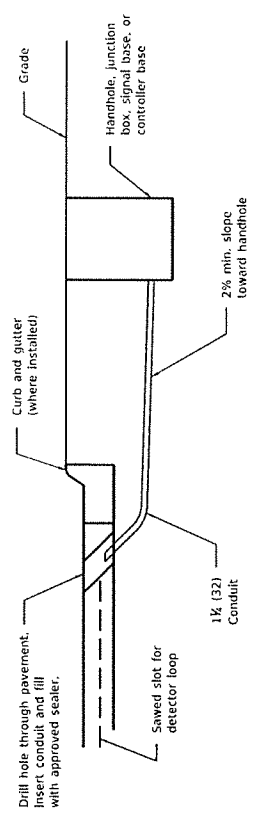
SECTION A-A

NOTE
Loop wire shall follow saw cut to bottom, forming slack section at joint.

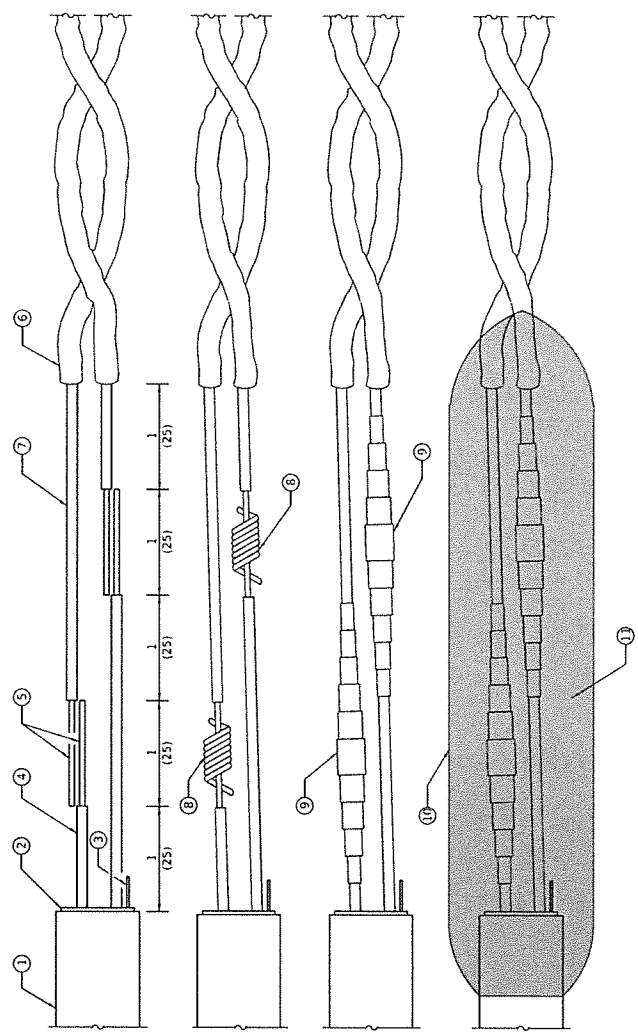
DETECTOR LOOP AT PAVEMENT JOINT OR PAVEMENT CRACK



DETECTOR LOOP INSTALLATION



DETECTOR LOOP LEAD-IN



LOOP WIRE AND LEAD-IN CABLE SPLICE

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

DETECTOR LOOP INSTALLATIONS	
DATE	REVISIONS
1-1-09	Switched units to English (metric)
1-1-02	Renum. Standard 846001.

STANDARD 886001-01

Illinois Department of Transportation

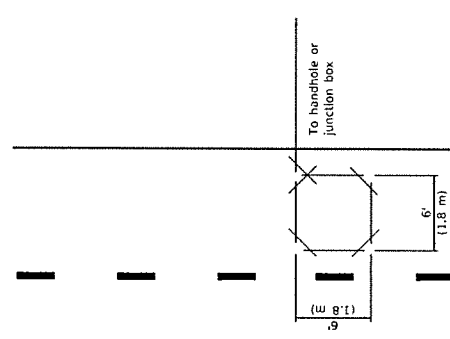
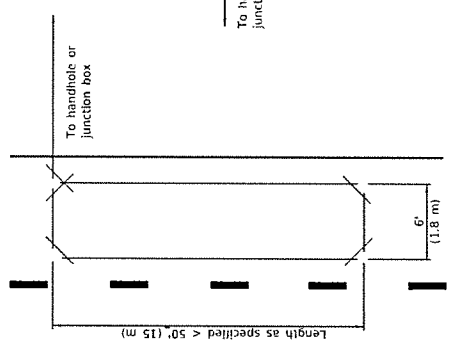
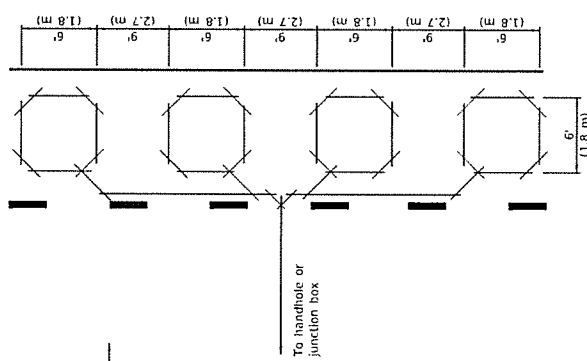
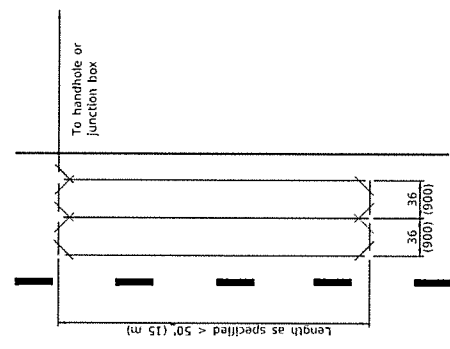
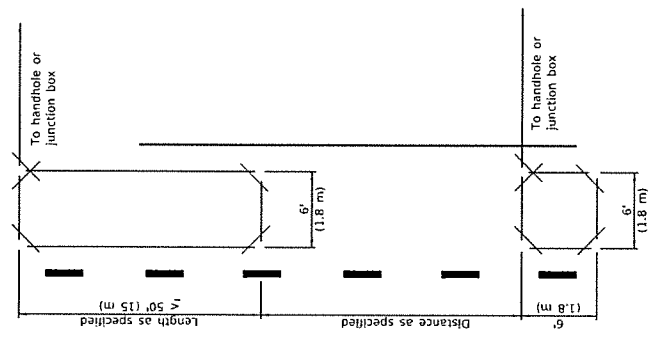
PASSED JANUARY 1, 2009

ENGINEER OF OPERATIONS

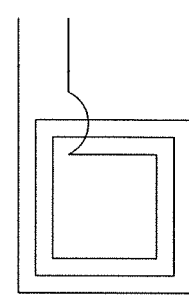
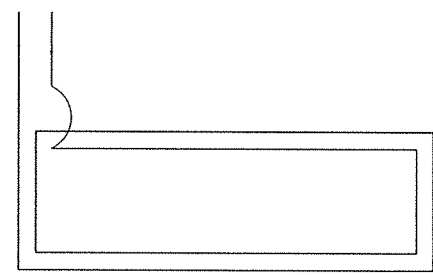
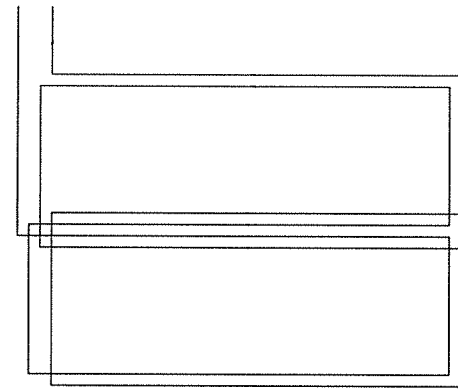
APPROVED JANUARY 1, 2009

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-02



SLOT PLAN



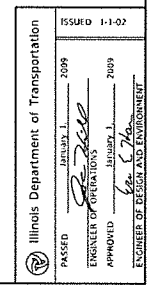
All dimensions are in inches (millimeters) unless otherwise shown.

TYPICAL LAYOUTS FOR DETECTION LOOPS

DATE	REVISIONS
1-1-00	Switched units to English (metric)
1-1-02	Renum. Standard 846006.

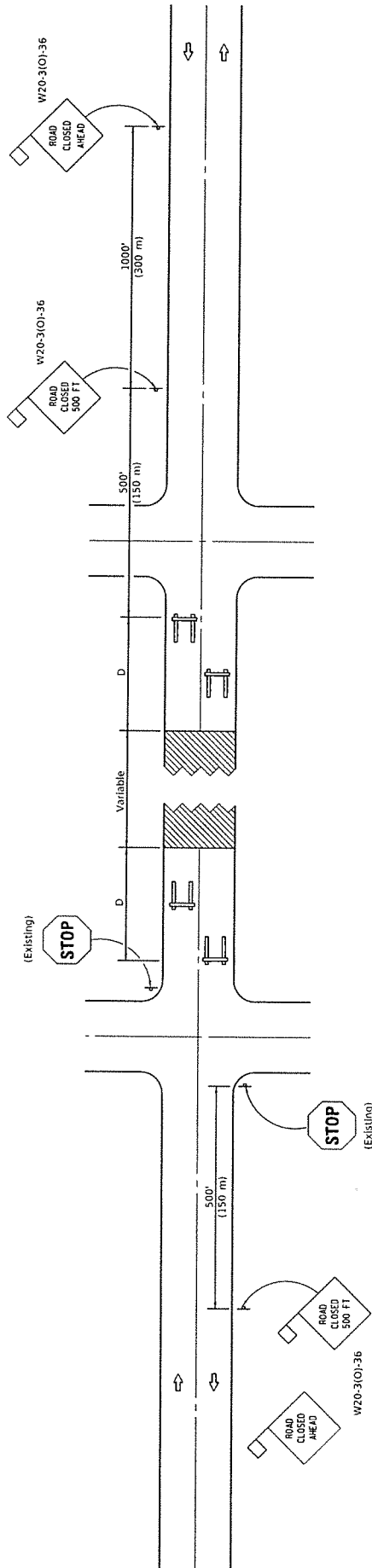
STANDARD 886006-01

WIRING DIAGRAM



CONDITION I
APPROACH TRAFFIC STOPPED

CONDITION II
APPROACH TRAFFIC DOES NOT STOP



SYMBOLS



Type III Barricade

Sign with 18x18 (450x450) min.
orange flag attached

GENERAL NOTES

Type III Barricades and R11-4-6030 signs shall be positioned as shown in the "Road Closed To All Traffic" detail on Highway Standard 701901. If the distance "D" exceeds 2000' (600 m), an additional set of barricades and R11-4-6030 shall be placed at each end of the work area.

Two Type A Low Intensity Flashing Lights shall be used on each approach in advance of the work area. Lights shall be installed above each barricade. If only one barricade is required, the other light shall be installed above the first advance warning sign.

All warning signs shall have minimum dimensions of 36 x 36 (900 x 900) and have a black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

Longitudinal dimensions may be adjusted to fit field conditions.

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

DATE	REVISIONS
1-1-12	Omitted two notes from GENERAL NOTES.
1-1-09	Revised General Notes and switched units to English (metric).

Illinois Department of Transportation		ISSUED 1-1-97
PASSED	2012	
APPROVED	2012	
ENGINEER OF LOCAL ROADS AND STREETS		
ENGINEER OF DESIGN AND ENVIRONMENT		

TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES FOR CONSTRUCTION ON RURAL LOCAL HIGHWAYS
(TWO-LANE TWO WAY RURAL TRAFFIC)
(ROAD CLOSED TO THRU TRAFFIC)

STANDARD B.L.R. 22-7

Project Name: 2019 Local Motor Fuel Tax Street Improvement Project

Project Number: 2019-25

Bid Date: June 5, 2019

Time: 10:30 A.M.

Fund:

Organization Code:

Object Code:

Engineer's Estimate

City Engineering Division

Dunn Company,
A Division of Tyrolt, Inc
724 N. Mercer Street
Decatur, IL 62522

PH: 217-429-4444
FAX: 217-429-7917

David W. Tyrolt, Pres
david.tyrolt@dunnco.com
dunnb@dunnco.com

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	270.00	CU YD	\$35.00	\$9,450.00	\$51.70	\$13,959.00
35200600	EARTH EXCAVATION	183.15	CU YD	\$27.30	\$5,000.00	\$33.00	\$6,043.95
40600290	BITUMINOUS MATERIAL (TACK COAT)	9,020.05	POUND	\$0.70	\$6,314.04	\$0.70	\$6,314.04
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	112.11	SQ YD	\$20.00	\$2,242.20	\$39.00	\$4,372.29
40600990	TEMPORARY RAMP	467.80	SQ YD	\$12.50	\$5,847.50	\$15.60	\$7,297.68
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	184.61	TON	\$110.00	\$20,307.10	\$106.40	\$19,642.50
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	2,948.30	TON	\$103.00	\$303,674.90	\$111.50	\$328,735.45
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	51.90	SQ YD	\$83.00	\$4,307.70	\$88.00	\$4,567.20
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	10,758.10	SQ FT	\$12.00	\$129,097.20	\$13.20	\$142,006.92
42400800	DETECTABLE WARNINGS	470.00	SQ FT	\$38.00	\$17,860.00	\$38.50	\$18,095.00
44000100	PAVEMENT REMOVAL	1,098.89	SQ YD	\$13.00	\$14,285.57	\$6.60	\$7,252.67
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,889.77	SQ YD	\$3.50	\$10,114.20	\$4.25	\$12,281.52
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3 INCH	16,055.90	SQ YD	\$5.00	\$80,279.50	\$4.75	\$76,265.53
44000200	DRIVEWAY PAVEMENT REMOVAL	101.90	SQ YD	\$16.50	\$1,681.35	\$20.35	\$2,073.67
44000300	CURB REMOVAL	285.00	FOOT	\$10.00	\$2,850.00	\$16.50	\$4,702.50
44000600	SIDEWALK REMOVAL	10,231.10	SQ FT	\$4.40	\$45,016.84	\$3.00	\$30,693.30
44001700	COMB CONCRETE CURB AND GUTTER REM AND REPL	1,641.00	FOOT	\$65.00	\$106,665.00	\$59.40	\$97,475.40
44003100	MEDIAN REMOVAL	1,224.00	SQ FT	\$6.00	\$7,344.00	\$7.15	\$8,751.60
44200994	CLASS B PATCHES, TYPE II, 12 INCH	84.70	SQ YD	\$184.80	\$15,652.56	\$192.50	\$16,304.75
44201000	CLASS B PATCHES, TYPE IV, 12 INCH	222.20	SQ YD	\$184.80	\$41,062.56	\$181.50	\$40,329.30
44201297	DOWEL BARS, 1 INCH	124.00	EACH	\$18.50	\$2,294.00	\$19.80	\$2,455.20
44213200	SAWCUTS	2,398.00	FOOT	\$5.80	\$13,908.40	\$5.50	\$13,189.00
44213202	TIE BARS, 1 INCH	158.00	EACH	\$13.80	\$2,180.40	\$16.50	\$2,607.00
44201705	CLASS D PATCHES, TYPE II, 5 INCH	80.90	SQ YD	\$90.00	\$7,281.00	\$79.10	\$6,399.19
44201709	CLASS D PATCHES, TYPE III, 5 INCH	273.30	SQ YD	\$90.00	\$24,597.00	\$68.25	\$18,652.73
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	3,993.60	SQ YD	\$90.00	\$359,424.00	\$63.95	\$255,390.72
56500600	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	2.00	EACH	\$300.00	\$600.00	\$550.00	\$1,100.00
60254300	CATCH BASIN TO BE RECONSTRUCTED WITH NEW TYPE 15 FRAME AND LID	7.00	EACH	\$3,500.00	\$24,500.00	\$3,245.00	\$22,715.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	14.00	EACH	\$2,500.00	\$35,000.00	\$3,025.00	\$42,350.00
60300350	MANHOLE FRAMES TO BE ADJUSTED	7.00	EACH	\$300.00	\$2,100.00	\$2,750.00	\$19,250.00
60300405	VALVE BOX FRAMES TO BE ADJUSTED	2.00	EACH	\$300.00	\$600.00	\$2,750.00	\$5,500.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	4.00	EACH	\$1,725.00	\$7,000.00	\$2,915.00	\$11,660.00

Project Name: 2019 Local Motor Fuel Tax Street Improvement Project

Project Number: 2019-25

Bid Date: June 5, 2019

Time: 10:30 A.M.

Fund:

Organization Code:

Object Code:

Engineer's Estimate

City Engineering Division

Dunn Company,
A Division of Tyrolt, Inc
724 N. Mercer Street
Decatur, IL 62522

PH: 217-429-4444
FAX: 217-429-7917

David W. Tyrolt, Pres
david.tyrolt@dunnco.com
dunnb@dunnco.com

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	85.00	FOOT	\$53.00	\$4,505.00	\$48.40	\$4,114.00
70300100	SHORT TERM PAVEMENT MARKING	389.00	FOOT	\$1.00	\$389.00	\$0.85	\$330.65
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	129.60	SQ FT	\$2.20	\$285.12	\$2.30	\$298.08
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	124.80	SQ FT	\$6.90	\$861.12	\$7.15	\$892.32
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	6,656.80	FOOT	\$1.25	\$8,321.00	\$1.75	\$11,649.40
78000600	THERMOPLASTIC PAVEMENT MARKING 12 INCH	180.00	FOOT	\$2.60	\$468.00	\$3.50	\$630.00
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	58.00	FOOT	\$5.75	\$333.50	\$6.88	\$399.04
81400100	HANDHOLE	1.00	EACH	\$1,200.00	\$1,200.00	\$2,450.00	\$2,450.00
88600100	DETECTOR LOOP, TYPE I	491.00	FOOT	\$40.00	\$19,640.00	\$45.34	\$22,261.94
X0001000	PCC SIDEWALK WALL	50.00	FOOT	\$40.00	\$2,000.00	\$60.50	\$3,025.00
X3510140	AGGREGATE BASE COURSE, SPECIAL	375.45	TON	\$30.00	\$11,263.50	\$42.00	\$15,768.90
X4420001	CLASS D PATCH FOR WATER SERVICE, 5 INCH	200.00	SQ YD	\$70.00	\$14,000.00	\$165.73	\$33,146.00
X5620001	1" COPPER SERVICE, BORED	1,804.00	FOOT	\$80.00	\$144,320.00	\$82.50	\$148,830.00
X5620010	DISCONNECT WATER SERVICE	3.00	EACH	\$1,000.00	\$3,000.00	\$1,375.00	\$4,125.00
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	72.00	EACH	\$1,400.00	\$100,800.00	\$1,677.50	\$120,780.00
X5650002	CORPORATION STOP REPLACE	10.00	EACH	\$1,000.00	\$10,000.00	\$1,100.00	\$11,000.00
X8140001	HANDHOLE IN ROADWAY	1.00	EACH	\$3,000.00	\$3,000.00	\$4,915.41	\$4,915.41
X8300001	REMOVE AND RELOCATE LIGHT POLE	1.00	EACH	\$5,000.00	\$5,000.00	\$8,017.11	\$8,017.11
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1.00	LSUM	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
ALTERNATE A (WELLINGTON WAY; PORTAGE PL TO WOODFORD ST)							
40600290	BITUMINOUS MATERIAL (TACK COAT)	1,182.60	POUND	\$0.70	\$827.82	\$0.70	\$827.82
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	12.00	SQ YD	\$20.00	\$240.00	\$39.00	\$468.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	220.75	TON	\$103.00	\$22,737.25	\$111.50	\$24,613.63
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,628.00	SQ YD	\$3.50	\$9,198.00	\$4.25	\$11,169.00
ALTERNATE B (DIVISION STREET; 24TH ST TO 27TH ST)							
40600290	BITUMINOUS MATERIAL (TACK COAT)	1,170.00	POUND	\$0.70	\$819.00	\$0.70	\$819.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	8.00	SQ YD	\$20.00	\$160.00	\$39.00	\$312.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	218.40	TON	\$103.00	\$22,495.20	\$111.50	\$24,351.60
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	206.50	SQ FT	\$12.00	\$2,478.00	\$13.20	\$2,725.80
42400800	DETECTABLE WARNINGS	20.00	SQ FT	\$38.00	\$760.00	\$38.50	\$770.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,600.00	SQ YD	\$3.50	\$9,100.00	\$4.25	\$11,050.00
44000600	SIDEWALK REMOVAL	181.50	SQ FT	\$4.40	\$798.60	\$3.00	\$544.50
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	57.60	SQ YD	\$90.00	\$5,184.00	\$63.95	\$3,683.52

Project Name: 2019 Local Motor Fuel Tax Street Improvement Project

Project Number: 2019-25

Bid Date: June 5, 2019

Time: 10:30 A.M.

Fund:

Organization Code:

Object Code:

Engineer's Estimate

City Engineering Division

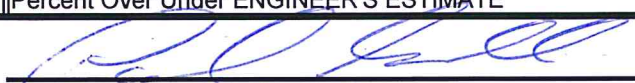
Dunn Company,
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724 N. Mercer Street
Decatur, IL 62522

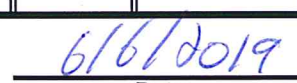
PH: 217-429-4444

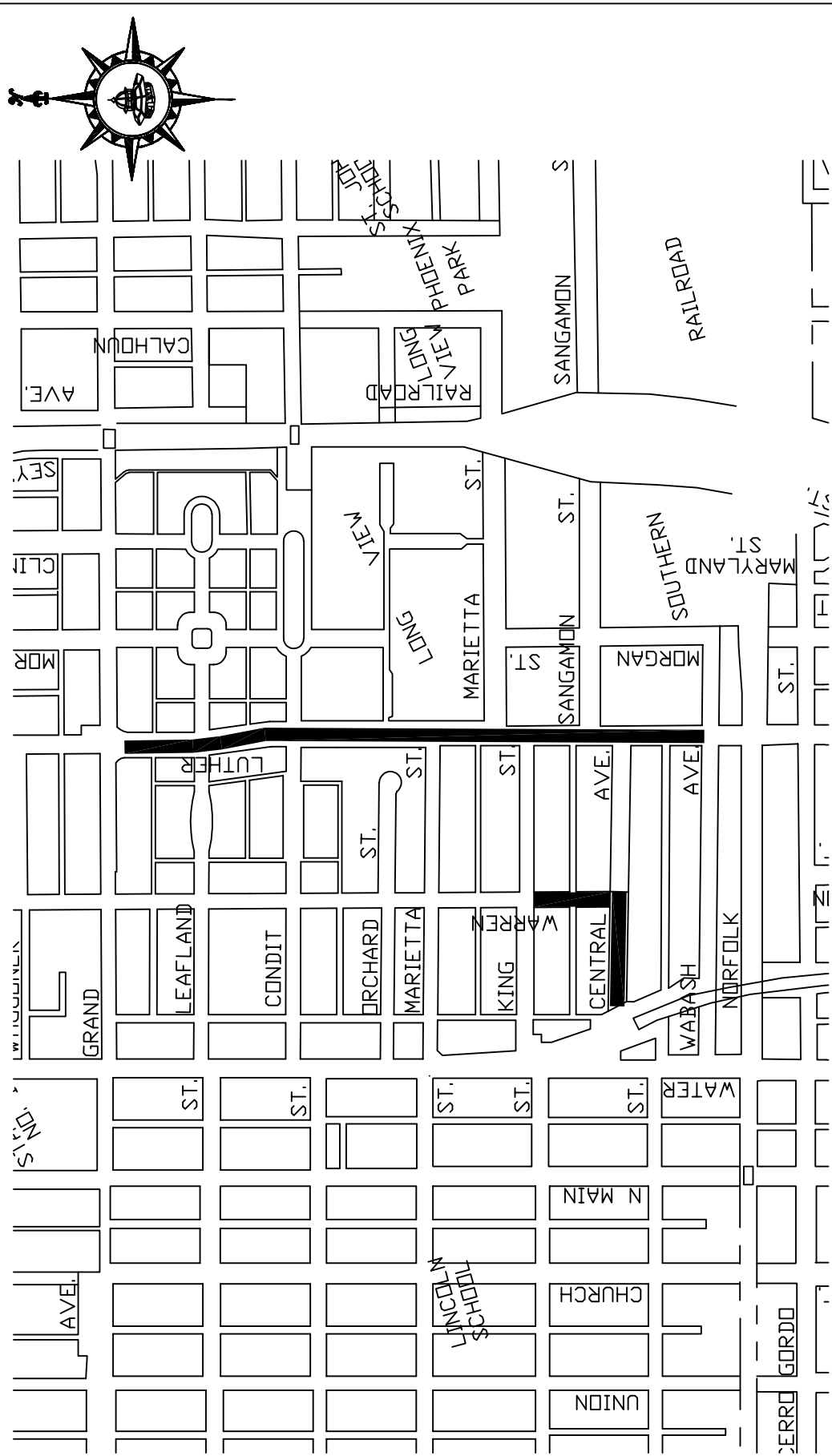
FAX: 217-429-7917

David W. Tyrolt, Pres
david.tyrolt@dunnco.com
dunnb@dunnco.com

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	2.00	EACH	\$1,925.00	\$3,850.00	\$2,915.00	\$5,830.00
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	2,600.00	FOOT	\$1.25	\$3,250.00	\$1.75	\$4,550.00
ALTERNATE C (33RD St; Division St to Faries Parkway)							
40600290	BITUMINOUS MATERIAL (TACK COAT)	1,230.00	POUND	\$0.70	\$861.00	\$0.70	\$861.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	9.00	SQ YD	\$20.00	\$180.00	\$39.00	\$351.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	229.60	TON	\$103.00	\$23,648.80	\$111.50	\$25,600.40
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,733.33	SQ YD	\$3.50	\$9,566.66	\$4.25	\$11,616.65
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	2.00	EACH	\$2,500.00	\$5,000.00	\$3,025.00	\$6,050.00
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	2,460.00	FOOT	\$1.25	\$3,075.00	\$1.75	\$4,305.00
ALTERNATE D (HMA WITH RECYCLING AGENT)*							
X4063310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50, SPECIAL		TON		\$0.00	\$0.00	\$0.00
	TOTAL BIDS (AS CORRECTED)				\$1,738,623.25		\$1,741,065.96
	Percent Over Under ENGINEER'S ESTIMATE						0.14%
	TOTAL BASE BID + ALT A (AS CORRECTED)				\$33,003.07		\$37,078.45
	Percent Over Under ENGINEER'S ESTIMATE						12.35%
	TOTAL BASE BID + ALT B (AS CORRECTED)				\$48,894.80		\$54,636.42
	Percent Over Under ENGINEER'S ESTIMATE						11.74%
	TOTAL BASE BID + ALT C (AS CORRECTED)				\$42,331.46		\$48,784.05
	Percent Over Under ENGINEER'S ESTIMATE						15.24%
	TOTAL BIDS + ALT A, ALT B, ALT C, ALT D (AS CORRECTED)				\$1,862,852.57		\$1,881,564.88
	Percent Over Under ENGINEER'S ESTIMATE						1.00%


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


Date

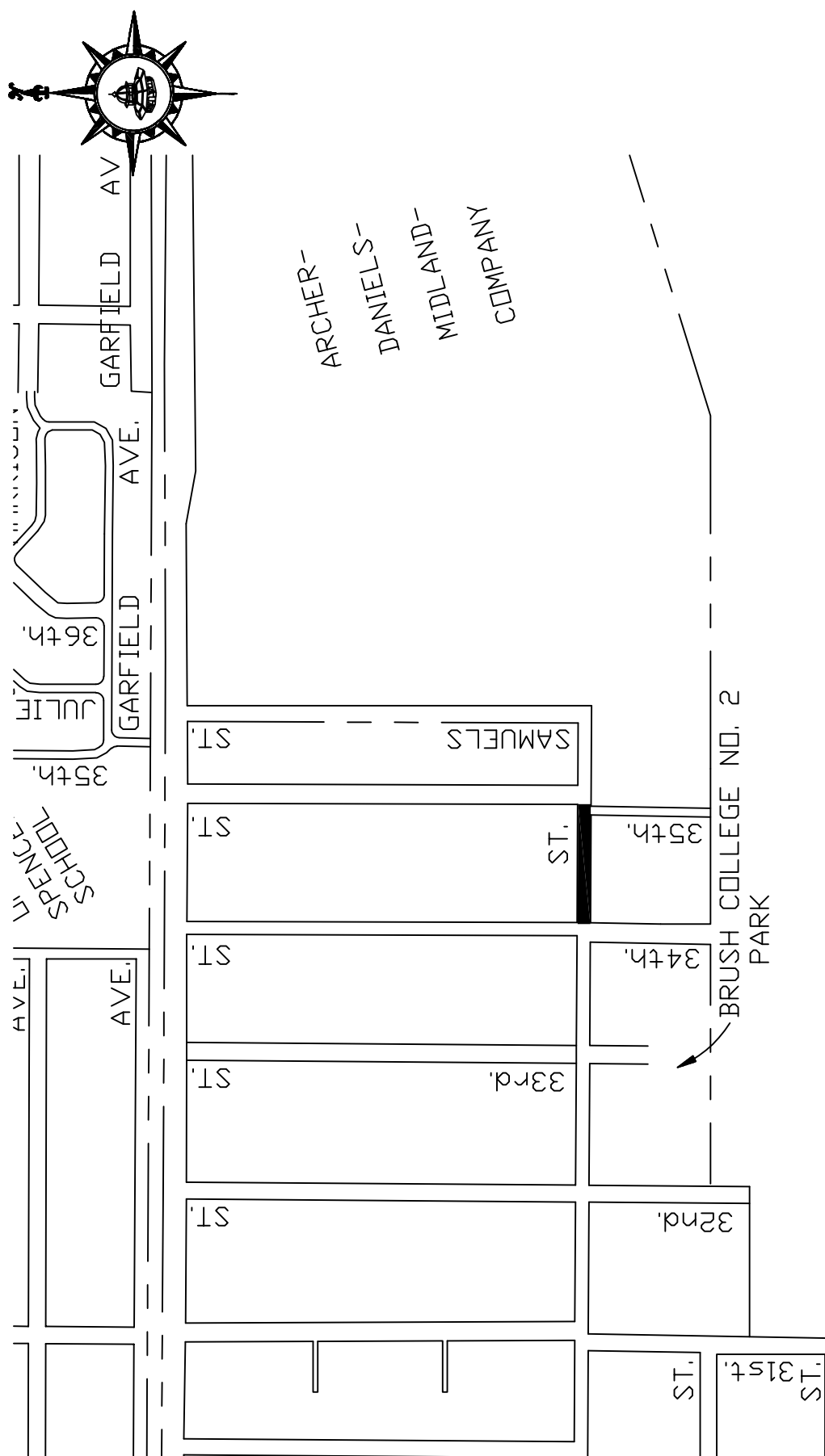


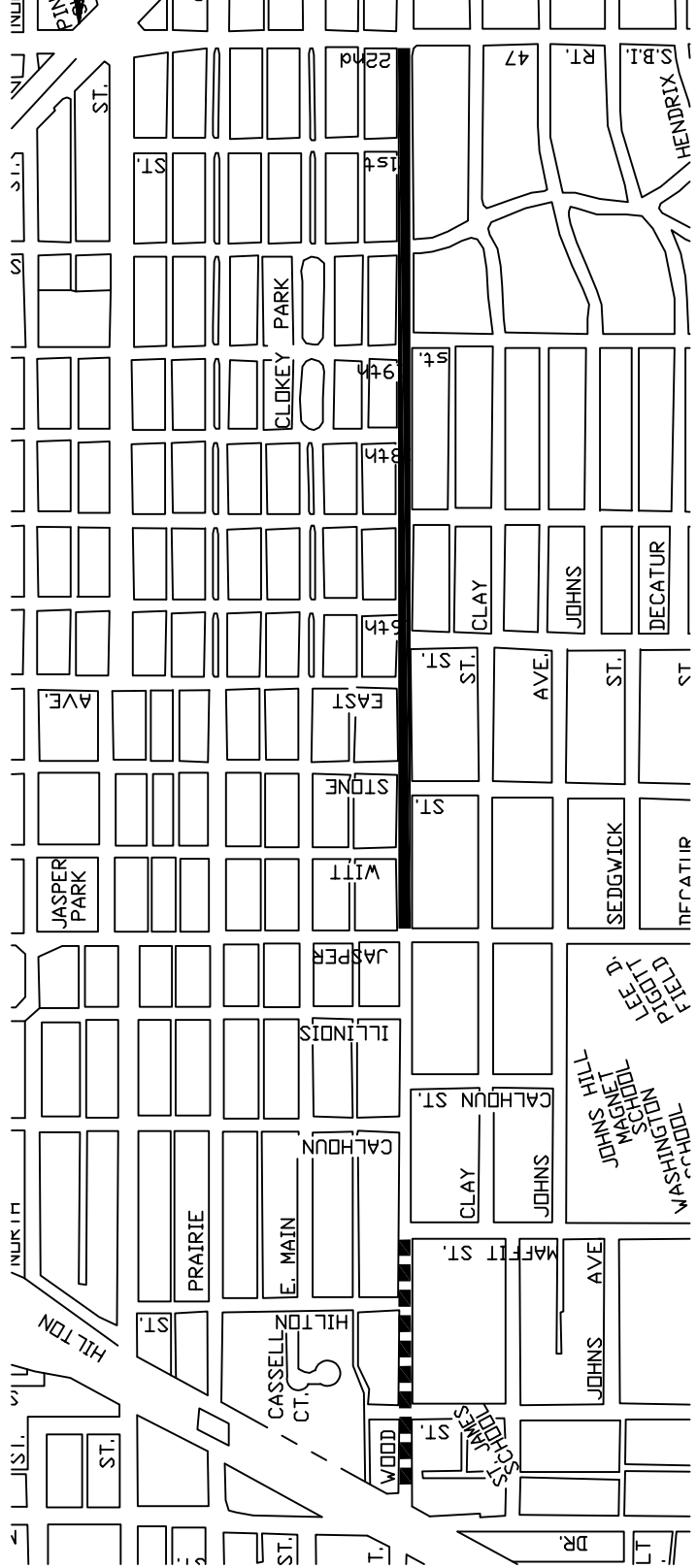
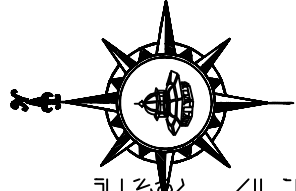
LEGEND

-  N. WARREN ST - 1.5" MILL & HMA SURFACE COURSE
-  E. CENTRAL AVE - 1.5" MILL & HMA SURFACE COURSE
-  N. MLK Jr Dr - KING ST, TURN LANE & CLASS B PATCHES.

LEGEND

E. DIVISION ST - FULL DEPTH REMOVAL & RECONSTRUCT

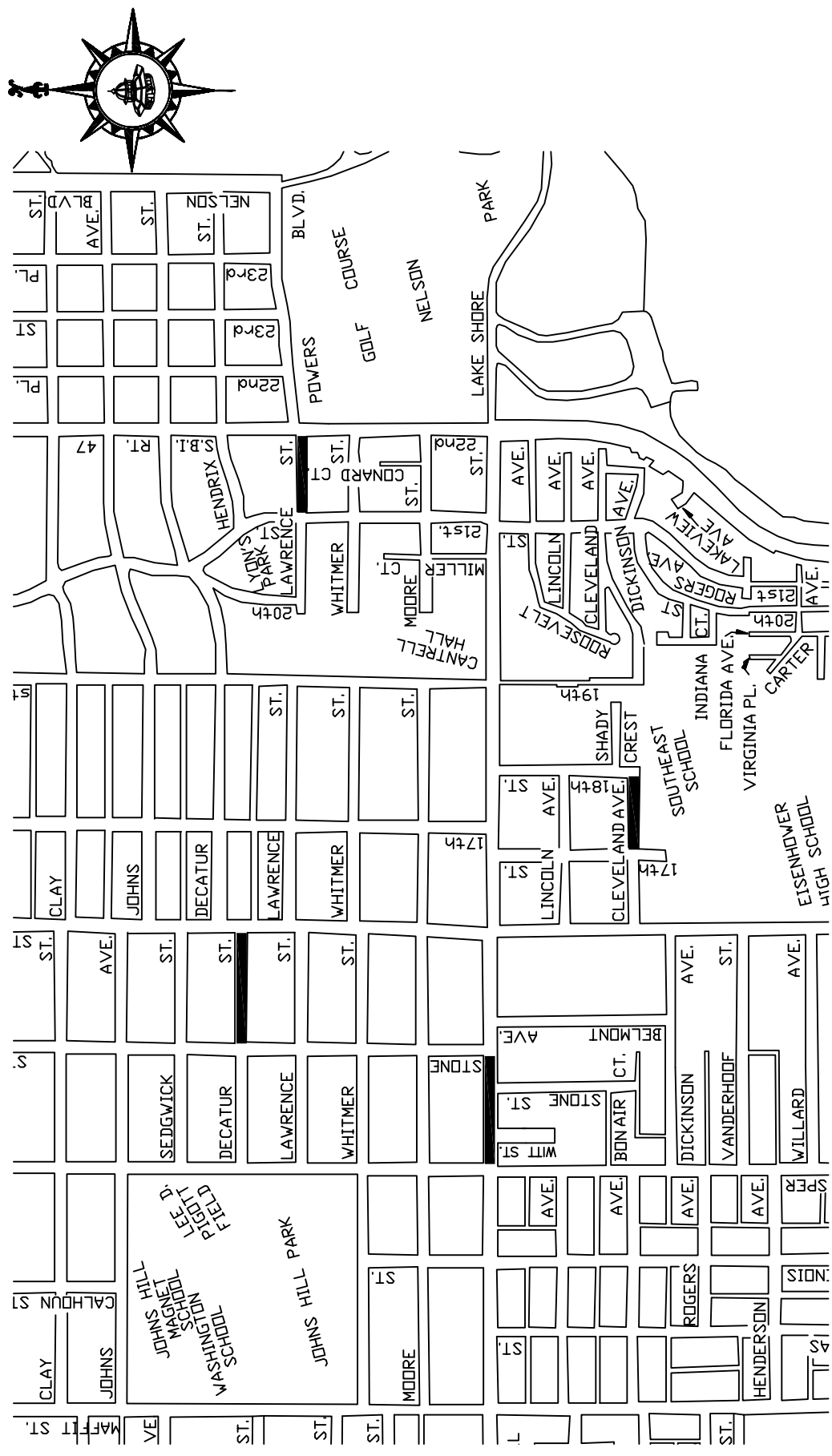




LEGEND

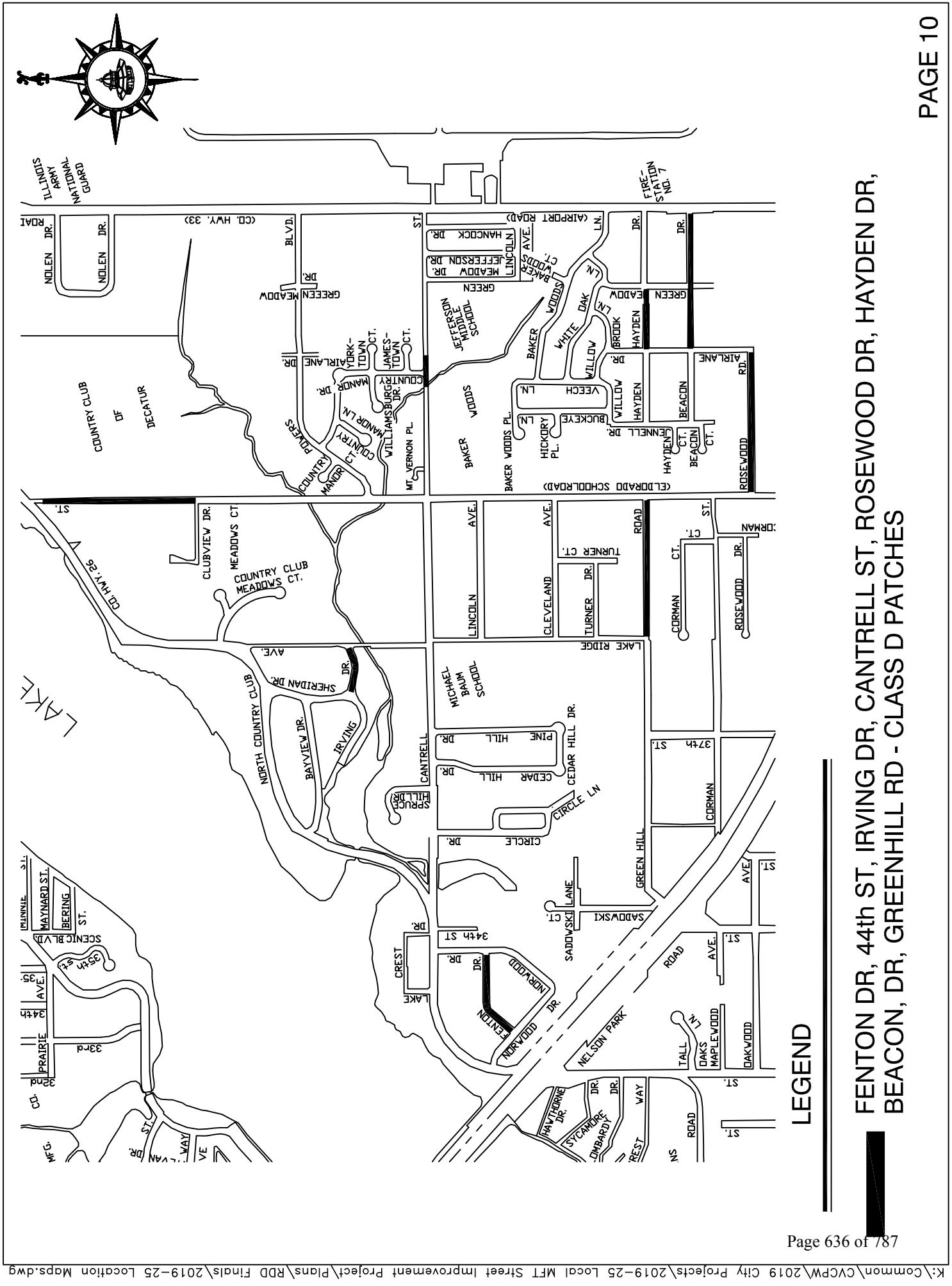
■ ■ ■ E. WOOD ST - CLASS D PATCHES

■ E. WOOD ST - UTILITIES, CLASS D PATCHES, MILL & OVERLAY WITH "C" MIX



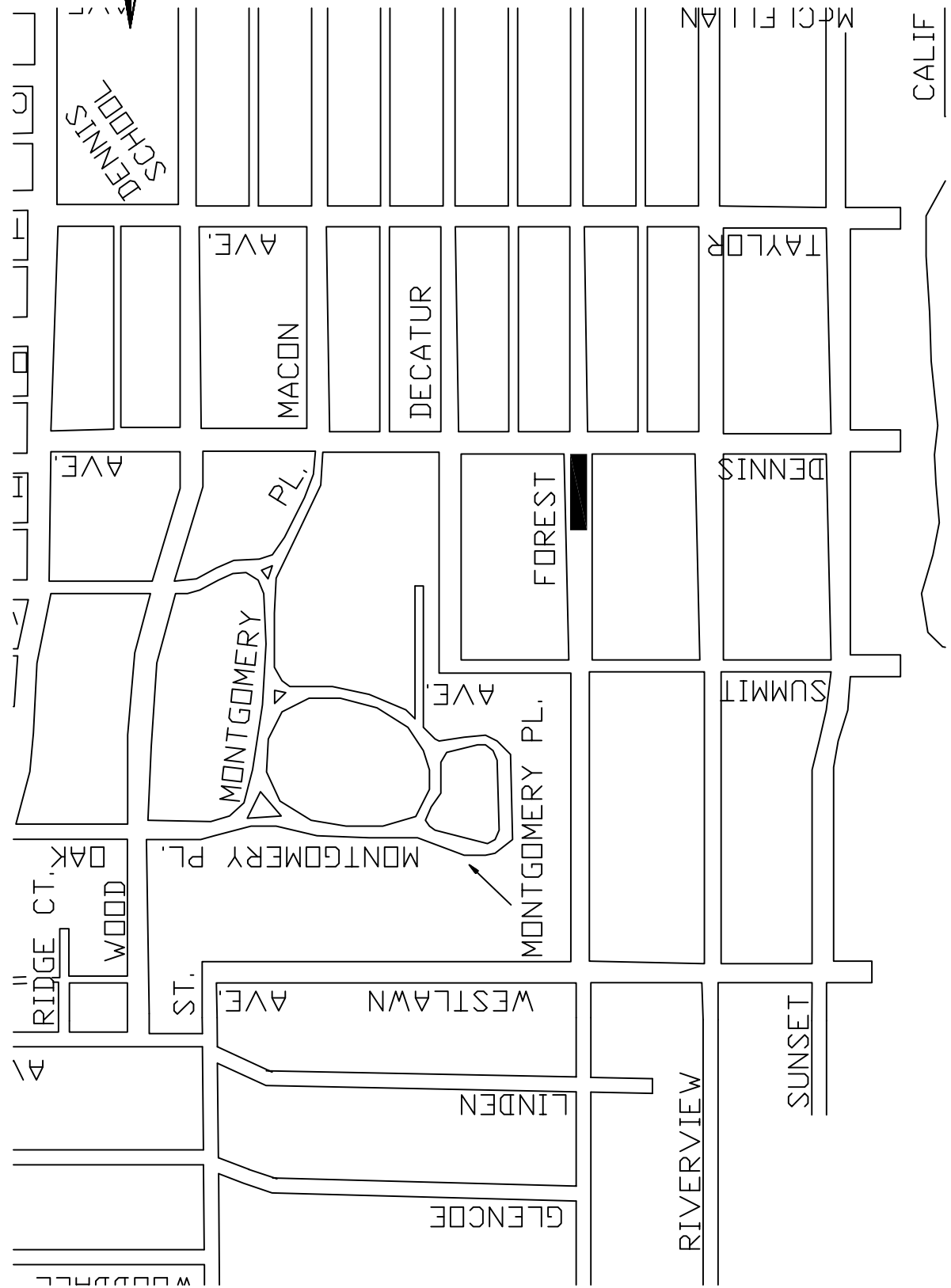
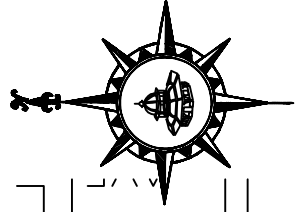
LEGEND

E. CANTRELL ST, E. DECATUR ST, E. CLEVELAND AVE, E. LAWRENCE ST.
CLASS D PATCHES



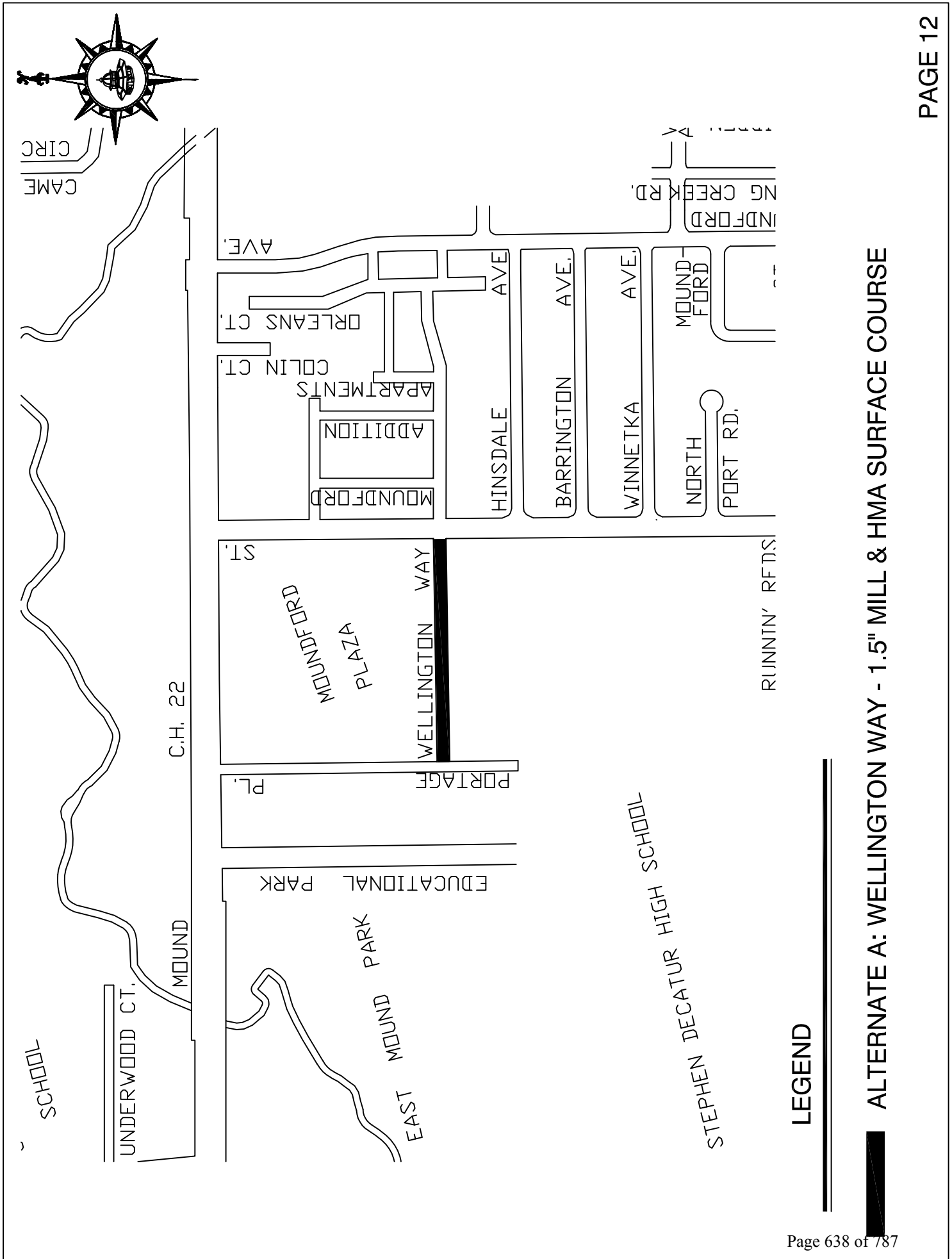
LEGEND

FENTON DR, 44th ST, IRVING DR, CANTRELL ST, ROSEWOOD DR, HAYDEN DR, BEACON, DR, GREENHILL RD - CLASS D PATCHES



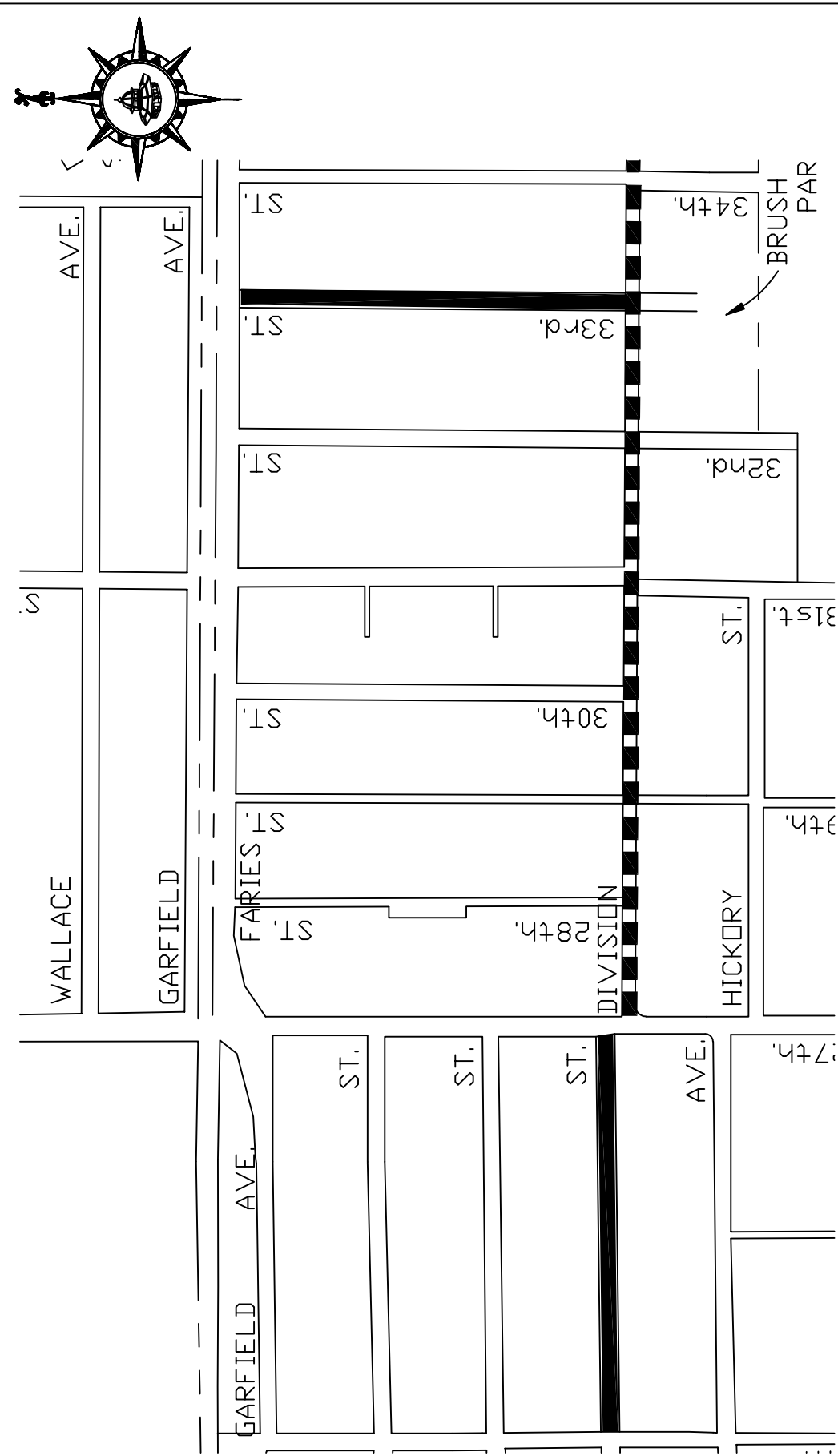
LEGEND

W. FOREST AVE - CLASS D PATCH



LEGEND

ALTERNATE A: WELLINGTON WAY - 1.5" MILL & HMA SURFACE COURSE



LEGEND

-  E. DIVISION ST - CLASS D PATCHES
-  ALTERNATE B: E. DIVISION ST - 1.5" MILL & HMA SURFACE COURSE
-  ALTERNATE C: N. 33rd ST - 1.5" MILL & HMA SURFACE COURSE

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
City Plan Commission Minutes of April 4, 2019	Backup Material

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

Thursday, April 4, 2019
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The April 4, 2019 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 Acting Chairman Kent Newton who determined a quorum was present.

Members Present: Bill Clevenger, Terry Howley, Bruce Jeffery,
Mike Peoples, Tom Brinkoetter, Kent Newton

Members Absent: Susie Peck, Bruce Frantz

Staff Present: Scott Dedert, Ray Lai, John Robinson,
Kylie Reynolds, Griffin Enyart, Janet Poland

II. Approval of Minutes of the March 7, 2019 City Plan Commission Meeting

It was moved and seconded (Jeffery/Howley) to approve the minutes of the February 7, 2019 meeting of the Decatur City Plan Commission. Motion carried with Tom Brinkoetter abstaining.

III. New Business

Case No. 19-14 Petition of MERCER RENTALS, LLC to rezone the southeastern portion of the property located at 805 West Green Street from M-2 Heavy Industrial District to M-1 Intense Commercial – Light Industrial District.

It was moved and seconded (Jeffery/Clevenger) to forward Case No. 19-14 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Scott Dedert was sworn in by Mrs. Janet Poland.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's 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)

Mr. Jonas Ozier, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Ozier stated this is just a small section of this site that is zoned M-2 Heavy Industrial District. The would like to create a uniform zoning district for the entire property.

There were no questions and no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Terry Howley, Bruce Jeffery, Mike Peoples, Tom Brinkoetter and Acting Chairman Kent Newton voted aye. Acting Chairman Newton declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No commission member expressed comments.

VI. Adjournment

There being no further business, and upon the call of roll, Acting Chairman Newton declared the meeting adjourned at 3:07 P.M.

A handwritten signature in black ink, appearing to read "Kent Newton", is written over a horizontal line.

Kent Newton, Secretary, Decatur City Plan Commission

Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2381 Baker Lane

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 2381 Baker Lane
2. 2425 Boiling Springs Road
3. 2964 Danny Drive
4. 3040 Danny Drive
5. 5652 Rea's Bridge Road
6. 2331 Sands Drive
7. 3340 Tropicana Road
8. 9 Cloyds Drive
9. 1658 Cooper Drive
10. 4123 McClain Drive
11. 1460 West Tate Avenue
12. 2627 East Mound Road
13. 4647 Rea's Bridge Road
14. 1935 South Taylorville Road

BACKGROUND: The subject properties are contiguous to Decatur City limits. City water is currently available and connected to the subject properties. The properties are being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

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

2019-49 Ordinance Annexing Territory Ordinance
2381 Baker Lane
2019-49 2381 Baker Lane Vicinity Map Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2381 BAKER LANE**

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

LOT SIXTY-SIX (66) OF WILCOX WAYSIDE FARMS ADDITION

PIN # 04-12-05-305-017

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 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Rodney K. Horve

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2381 Baker Lane, and legally described as follows:

LOT SIXTY-SIX (66) OF WILCOX WAYSIDE FARMS ADDITION

PIN # 04-12-05-305-017

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

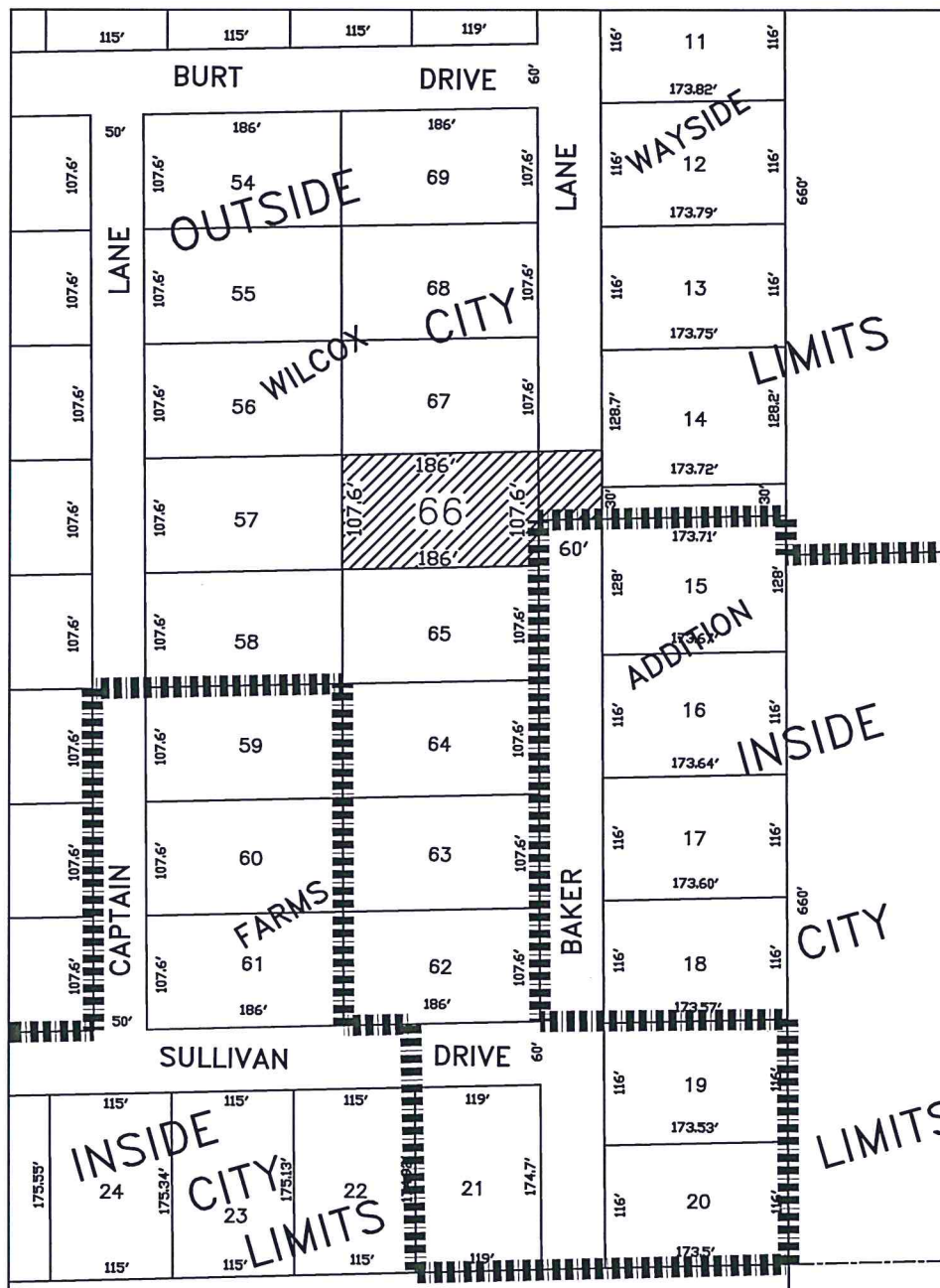
Rodney K. Horve Rodney K. Horve 2381 Baker Ln., Decatur, IL

Signed and sworn to before me this 16TH day of MAY, 20 19

Courtney Walden
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2381 BAKER LANE



indicates territory annexed



indicates existing corporate limits

0.549± acres

AREA 0.0009± sq. miles

65± lin. ft. of public road

DECATUR township



N.T.S.



5/23/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

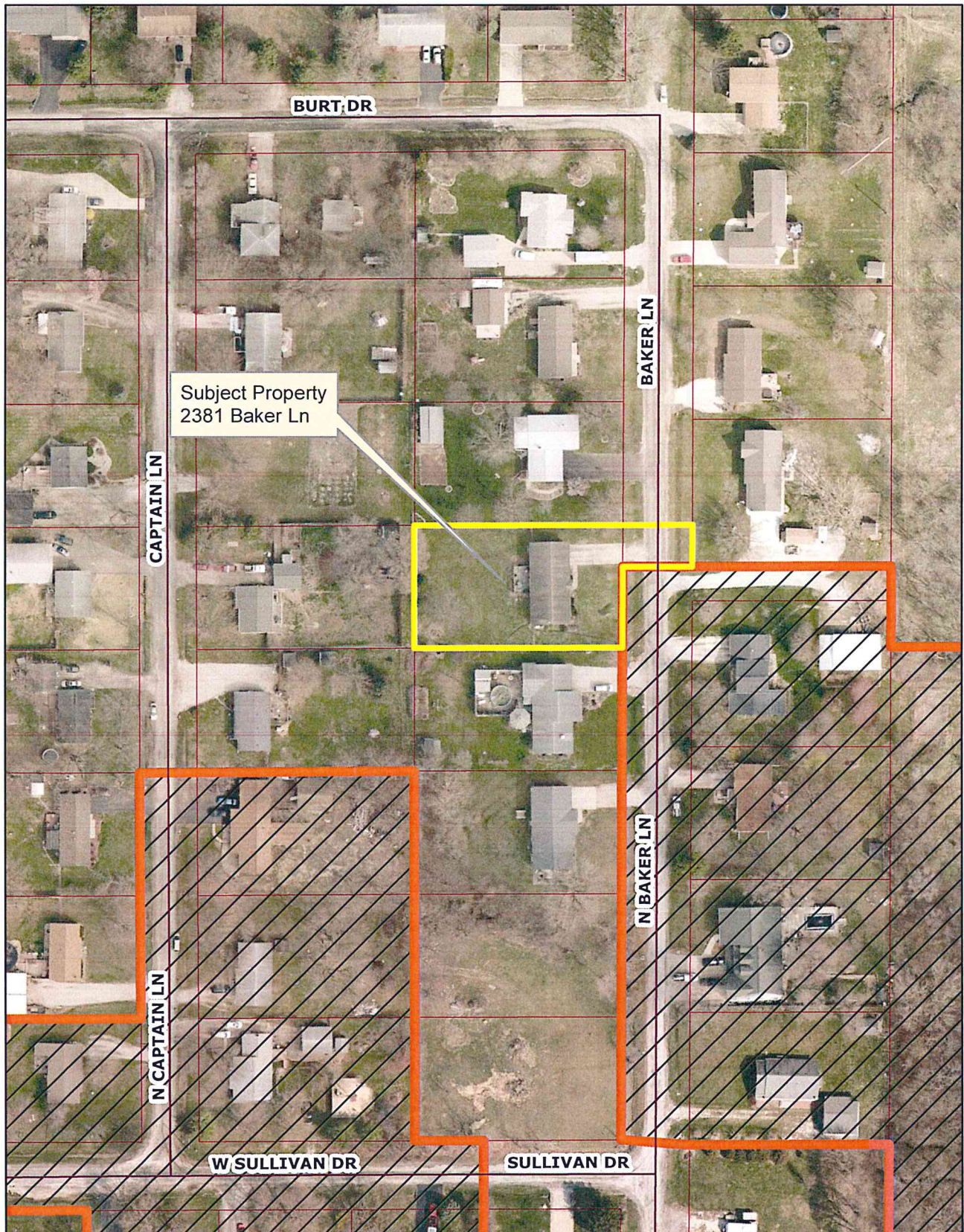
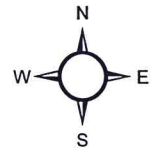
All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Property Proposed To Be Annexed Vicinity Map For 2381 Baker Lane



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2425 Boiling Springs Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2425 Boiling Springs Road	Ordinance
2425 Boiling Springs Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2425 BOILING SPRINGS 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 Ronald & M. Eileen James, requesting that there be annexed to the City territory described as:

Lot One (1) of County Clerk's Subdivision of the Northwest Quarter (NW ¼), Southeast Quarter (SE ¼), Section Thirty-two (32), Township Seventeen (17) North, Range Two (2) East of the 3rd P.M., as per Plat recorded in Book 1575 Page 5 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as 2425 Boiling Springs Road.

PIN# 07-07-32-401-005

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

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

RONALD E. JAMES, M. EILEEN JAMES

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2425 Boiling Springs Road, and legally described as follows:

LOT ONE (1) OF COUNTY CLERK'S SUBDIVISION OF THE NORTHWEST QUARTER (NW ¼), SOUTHEAST QUARTER (SE ¼), SECTION THIRTY-TWO (32), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M., AS PER PLAT RECORDED IN BOOK 1575 PAGE 5 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 07-07-32-401-005

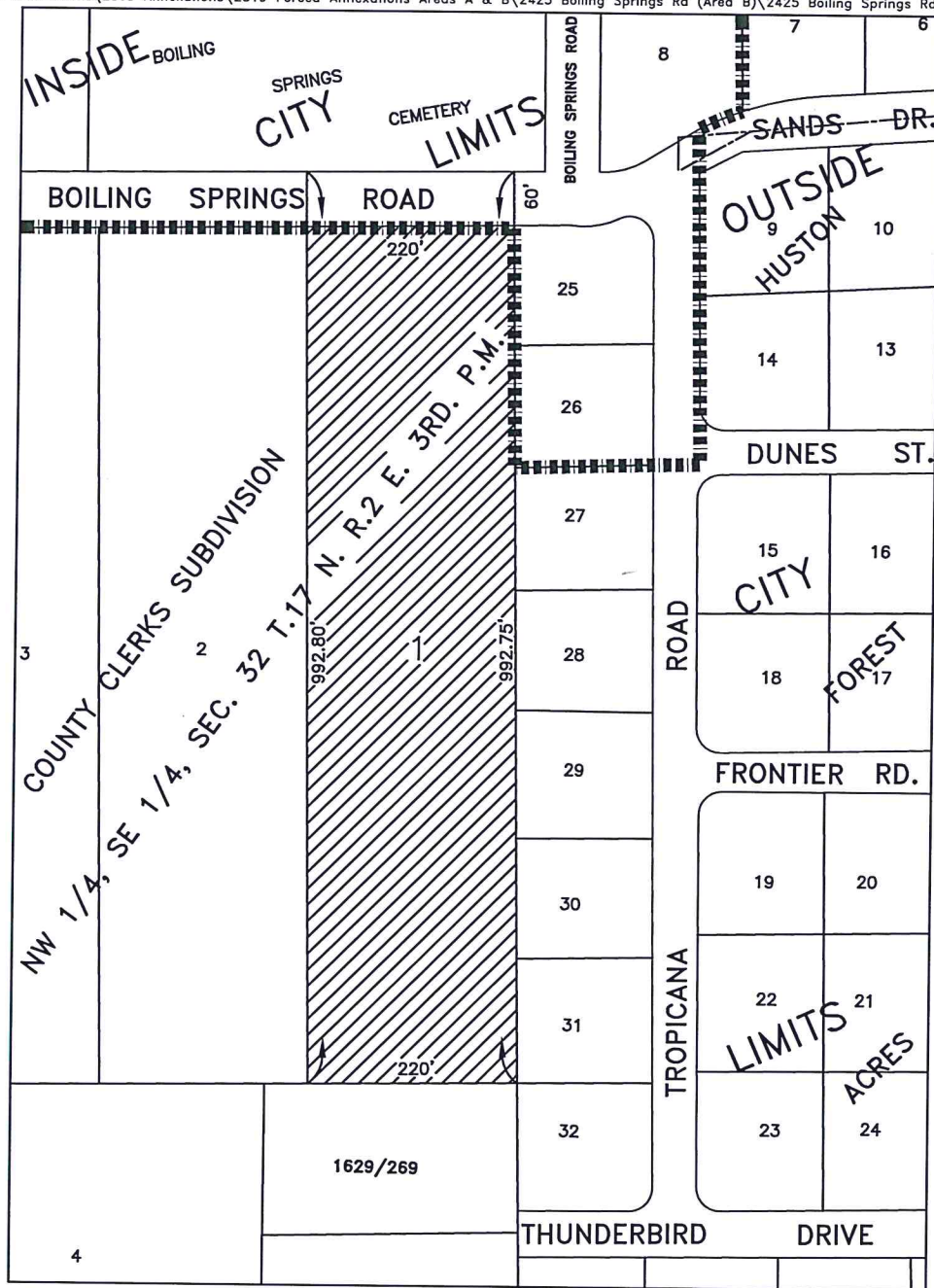
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Ronald E. James</u>	<u>RONALD E. JAMES</u>	<u>2425 BOILING SPRINGS RD</u>
<u>M. Eileen James</u>	<u>M. EILEEN JAMES</u>	<u>DECATUR, IL 62526</u>
		<u>2425 BOILING SPRINGS RD</u>
		<u>DECATUR, IL 62526</u>

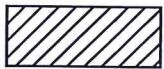
Signed and sworn to before me this 23rd day of May, 2019

Naomi R. Burcham
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2425 BOILING SPRINGS ROAD



indicates territory annexed



indicates existing corporate limits

4.71± acres

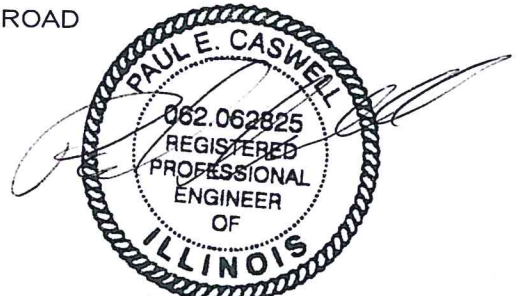
AREA 0.0074± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



5/23/19

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

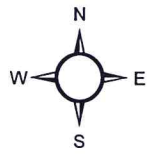
ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Property Proposed To Be Annexed Vicinity Map For 2425 Boiling Springs Road



Public Works

DATE: 6/6/2018

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory 2964 Danny Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2964 Danny Drive	Ordinance
2964 Danny Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2964 DANNY DRIVE**

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

LOT FIVE (5) OF SOUTHERN MEADOWS ADDITION

PIN # 17-12-34-202-003

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Sarah A Ballinger

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2964 Danny Drive, and legally described as follows:

LOT FIVE (5) OF SOUTHERN MEADOWS ADDITION.

PIN # 17-12-34-202-003 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

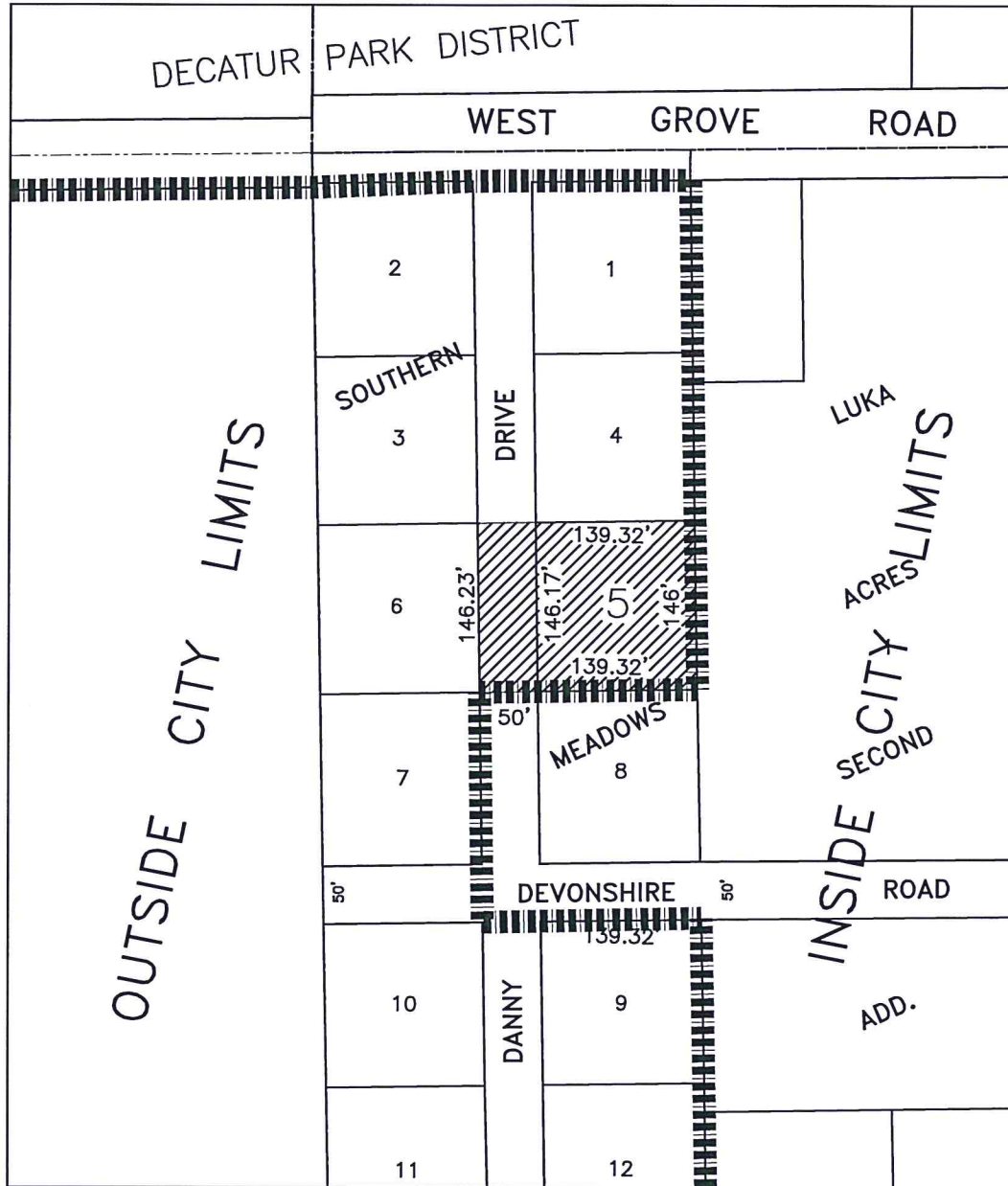
Sarah A Ballinger SARAH A BALLINGER 2964 Danny Dr
Decatur IL 62521

Signed and sworn to before me this

3rd day of May, 2019
Dennie Michelle Harvey
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2964 DANNY DRIVE



indicates territory annexed



indicates existing corporate limits

0.635± acres

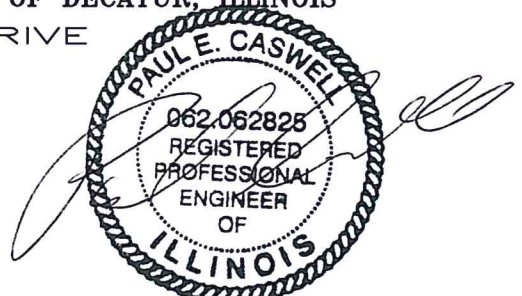
AREA 0.001± sq. miles

146± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



5/23/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

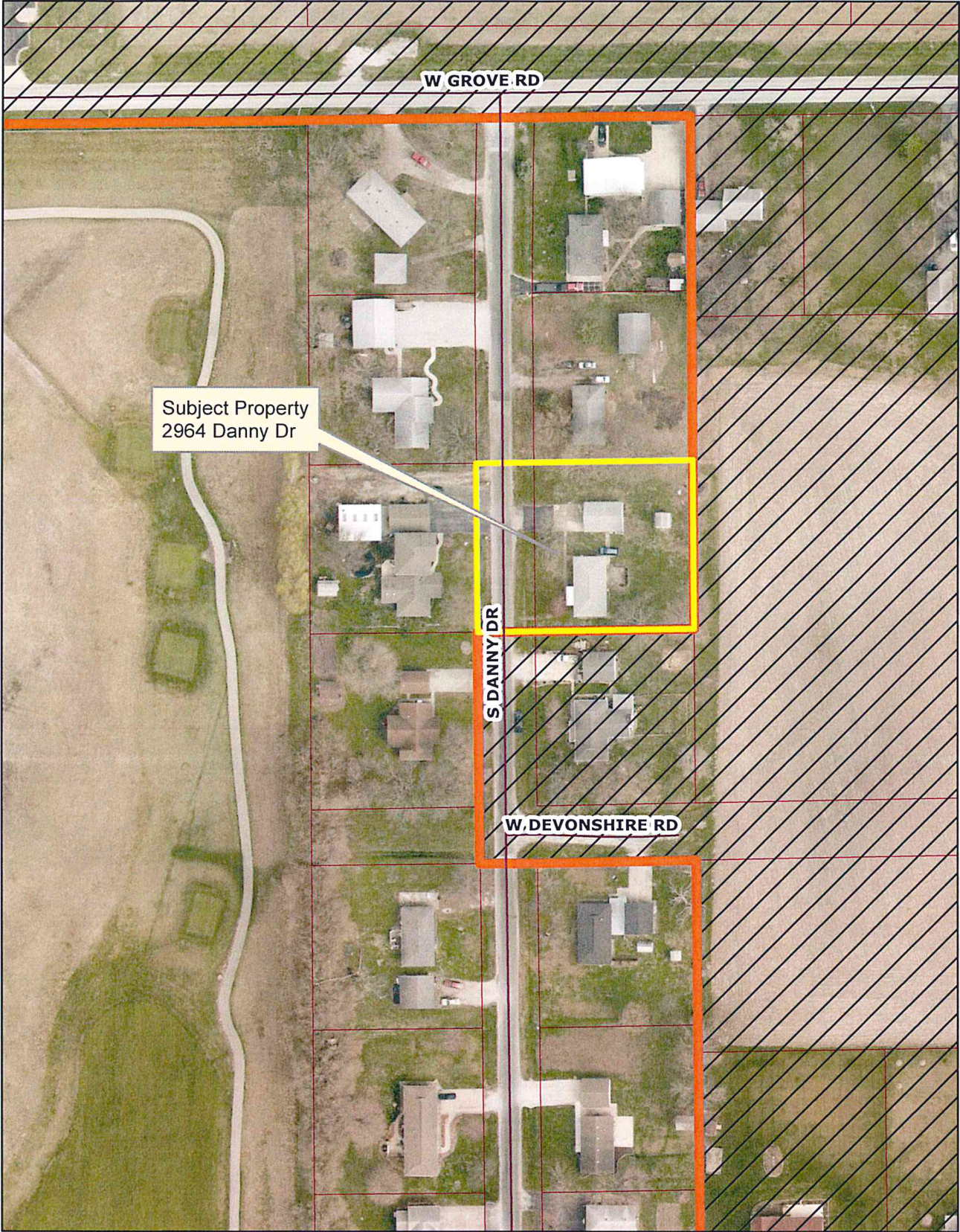
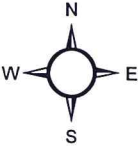
All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Property Proposed To Be Annexed
Vicinity Map For 2964 Danny Drive



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3040 Danny Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3040 Danny Drive	Ordinance
3040 Danny Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3040 DANNY DRIVE**

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

LOT TWELVE (12) OF SOUTHERN MEADOWS ADDITION

PIN # 17-12-34-204-002

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Tasha R. Pfeifer

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3040 Danny Drive, and legally described as follows:

LOT TWELVE (12) OF SOUTHERN MEADOWS ADDITION

PIN # 17-12-34-204-002 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Tasha R. Pfeifer Tasha R. Pfeifer 3040 S. Danny Dr. Decatur, IL
62521

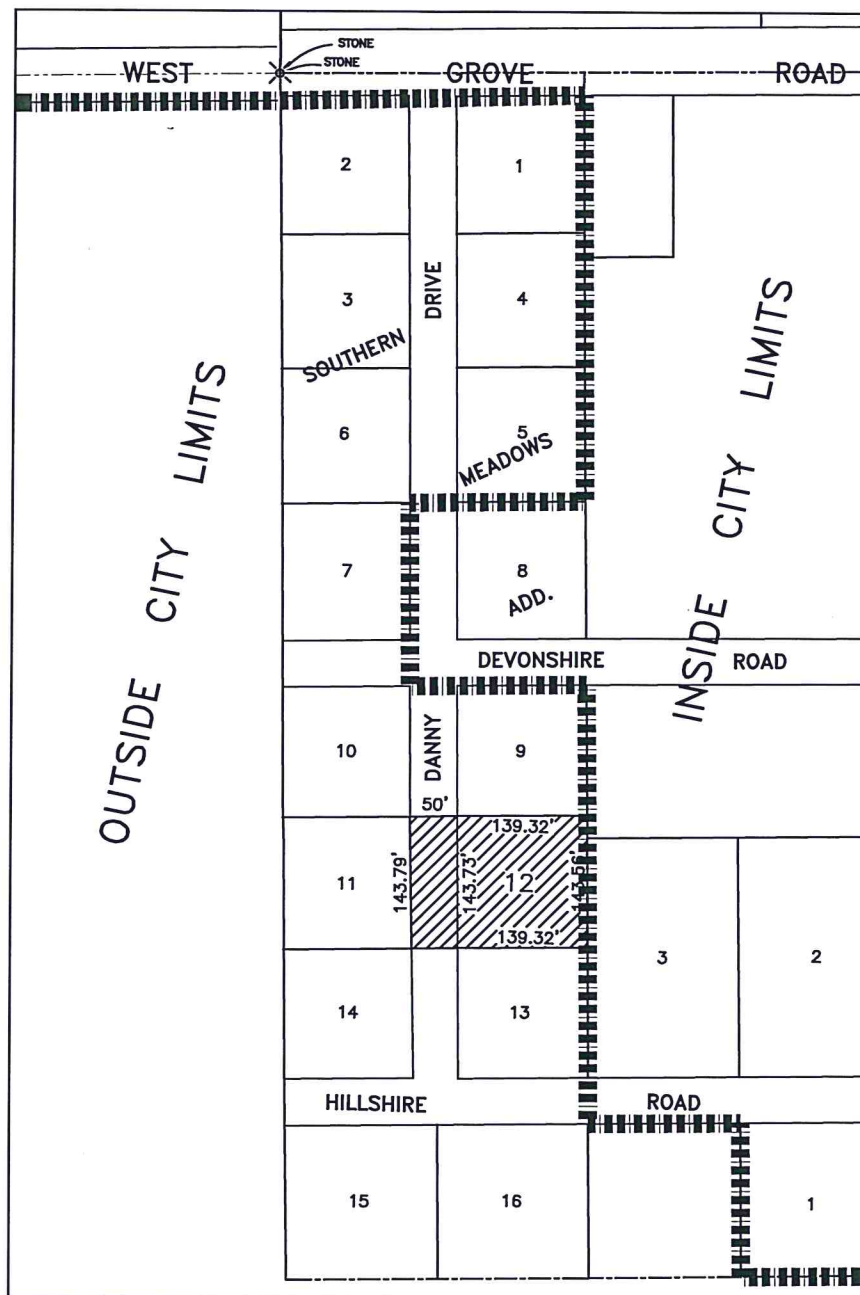
Signed and sworn to before me this 20 day of May, 20 19

Naomi R. Burcham

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3040 DANNY DRIVE



indicates territory annexed



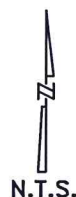
indicates existing corporate limits

0.624± acres

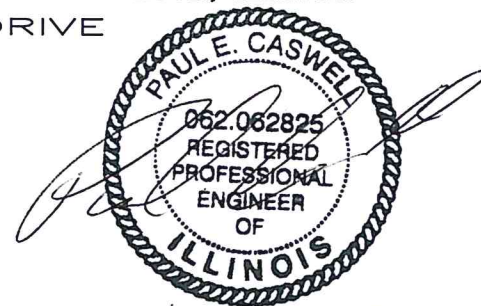
AREA 0.001± sq. miles

144± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



5/10/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

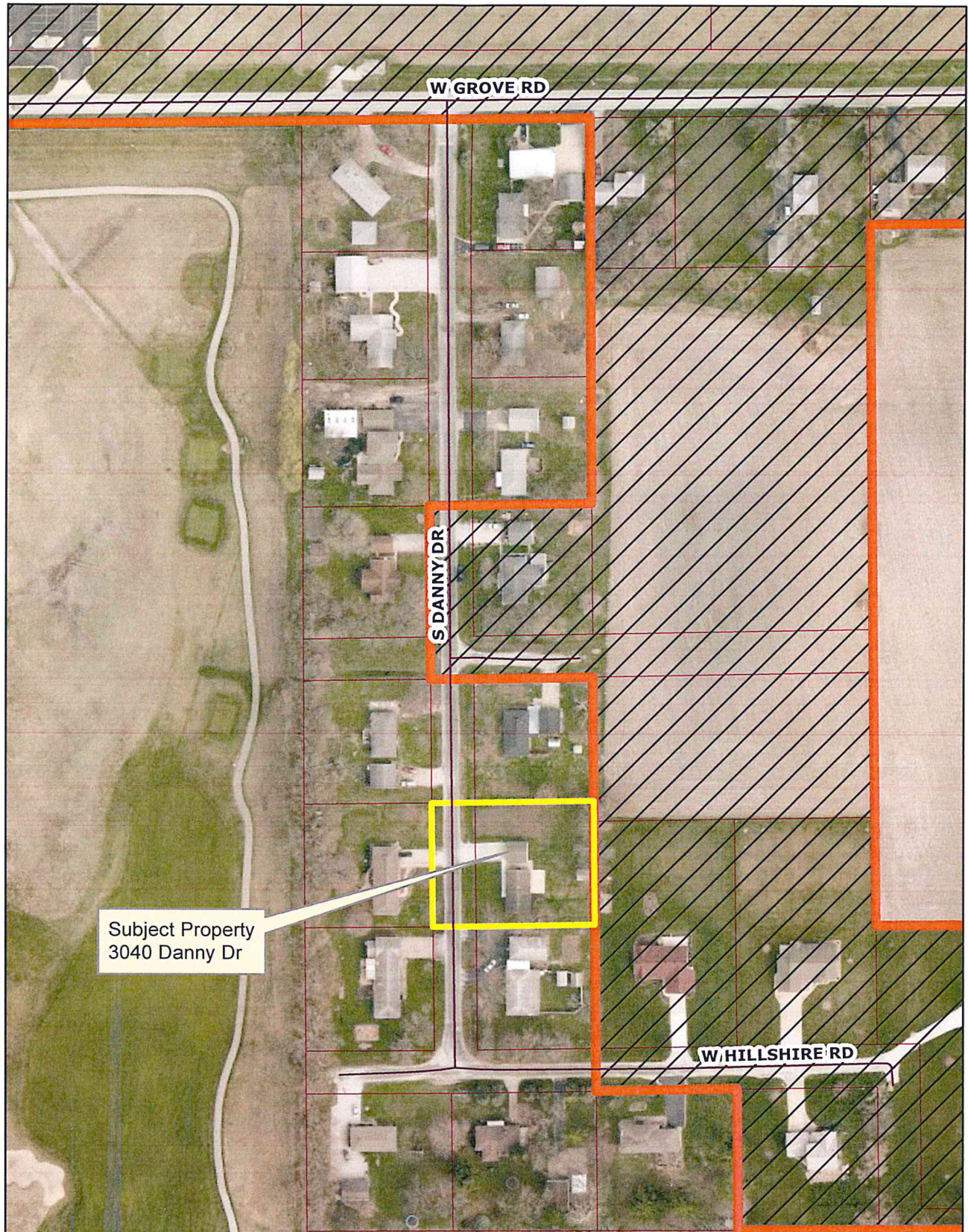
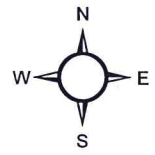
All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Property Proposed To Be Annexed Vicinity Map For 3040 Danny Drive



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 5652 Rea's Bridge Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 5652 Rea's Bridge Road	Ordinance
5652 Rea's Bridge Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
5652 REA'S BRIDGE ROAD**

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

LOT ONE (1) OF LEE'S ADDITION

PIN # 18-08-33-401-005

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Lynn Kaufman (printed names per Mr. Kaufman's approval
Sheila Kaufman aver phone 5-2019) (T. Baerstein)

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as, 5652 Rea's Bridge Road, and legally described as follows:

LOT ONE (1) OF LEE'S ADDITION

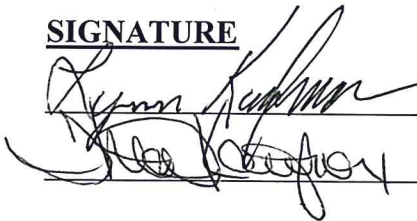
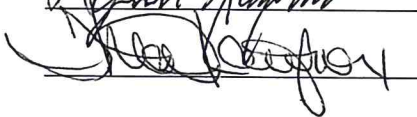
PIN # 18-08-33-401-005

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

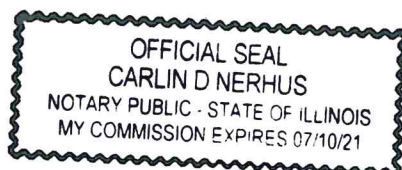
	<u>Lynn Kaufman</u>	<u>5652 E Reas Bridge Rd</u>
	<u>Sheila Kaufman</u>	<u>5652 E Reas Bridge Rd</u>

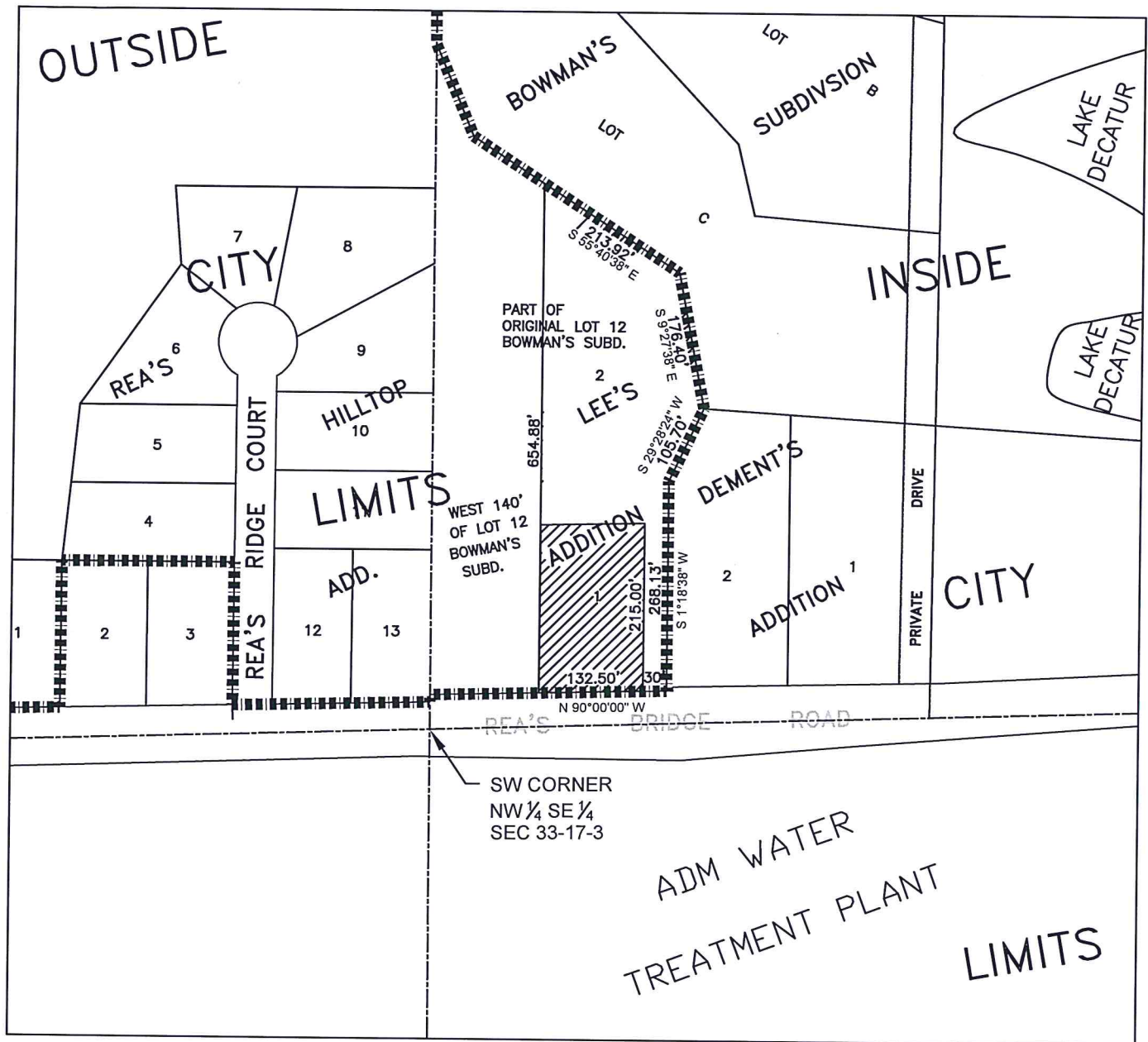
Signed and sworn to before me this 13 day of April, 20 19

Carlin D. Nerhus

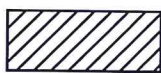
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
5652 REA'S BRIDGE ROAD

 indicates territory annexed

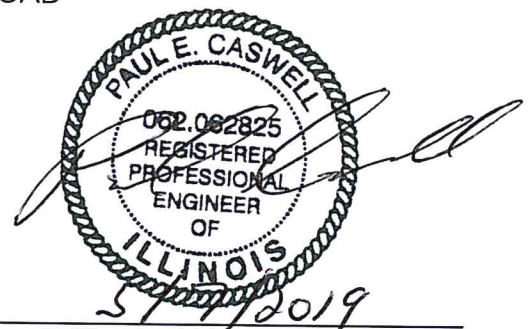
 indicates existing corporate limits

0.654± acres

AREA 0.001± sq. miles

0 lin. ft. of public road

WHITMORE township



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

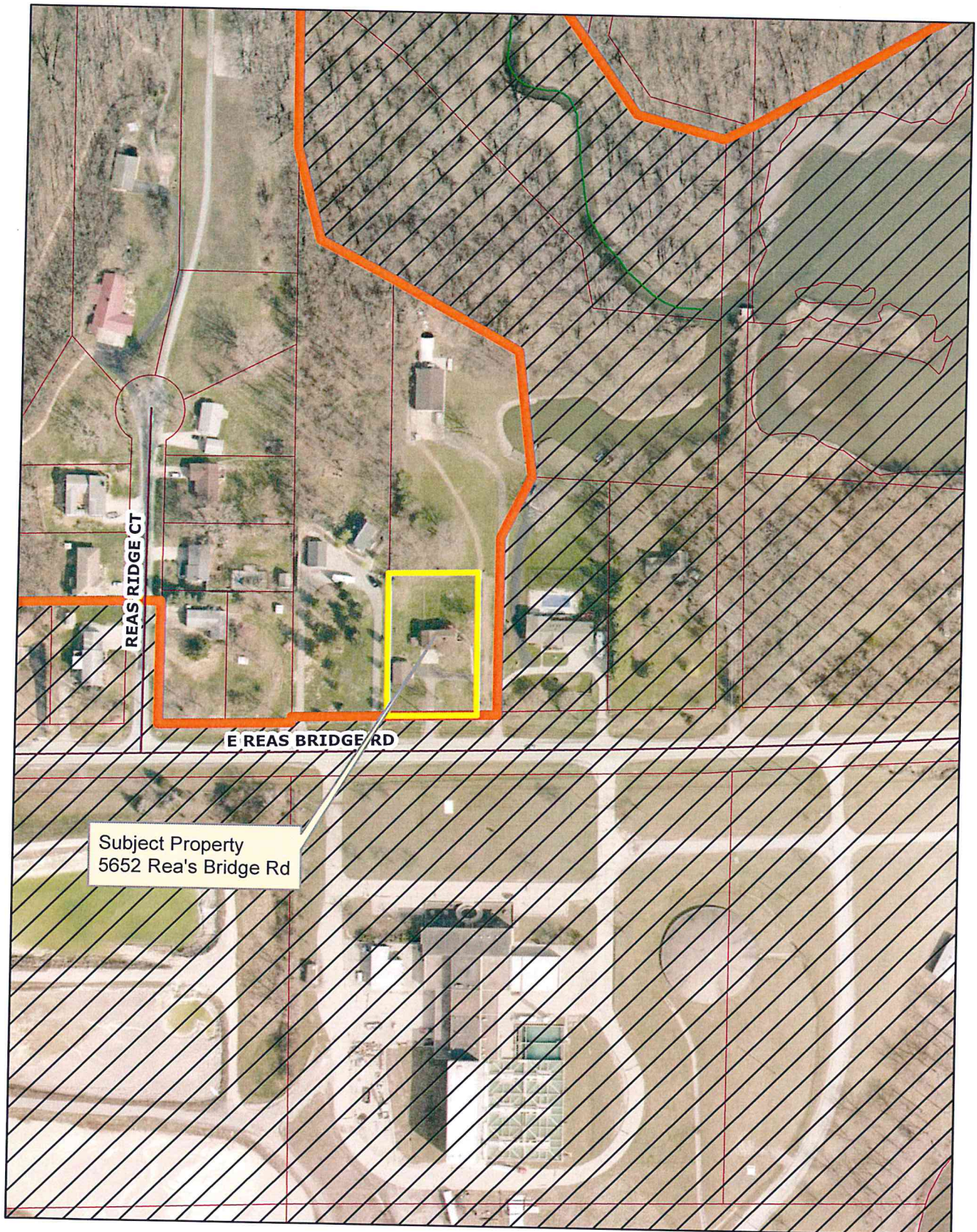
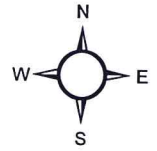
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

DATE: _____ Page 672 of 787

Property Proposed To Be Annexed Vicinity Map For 5652 Rea's Bridge Road



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2331 Sands Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2331 Sands Drive	Ordinance
2331 Sands Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2331 SANDS DRIVE**

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

LOT 9 OF HUSTON FOREST ACRES

PIN # 07-07-32-426-001

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Marcia Loveall

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2331 Sands Drive, and legally described as follows:

LOT 9 OF HUSTON FOREST ACRES

PIN # 07-07-32-426-001

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Marcia Loveall Marcia Loveall 2331 Sands Drive

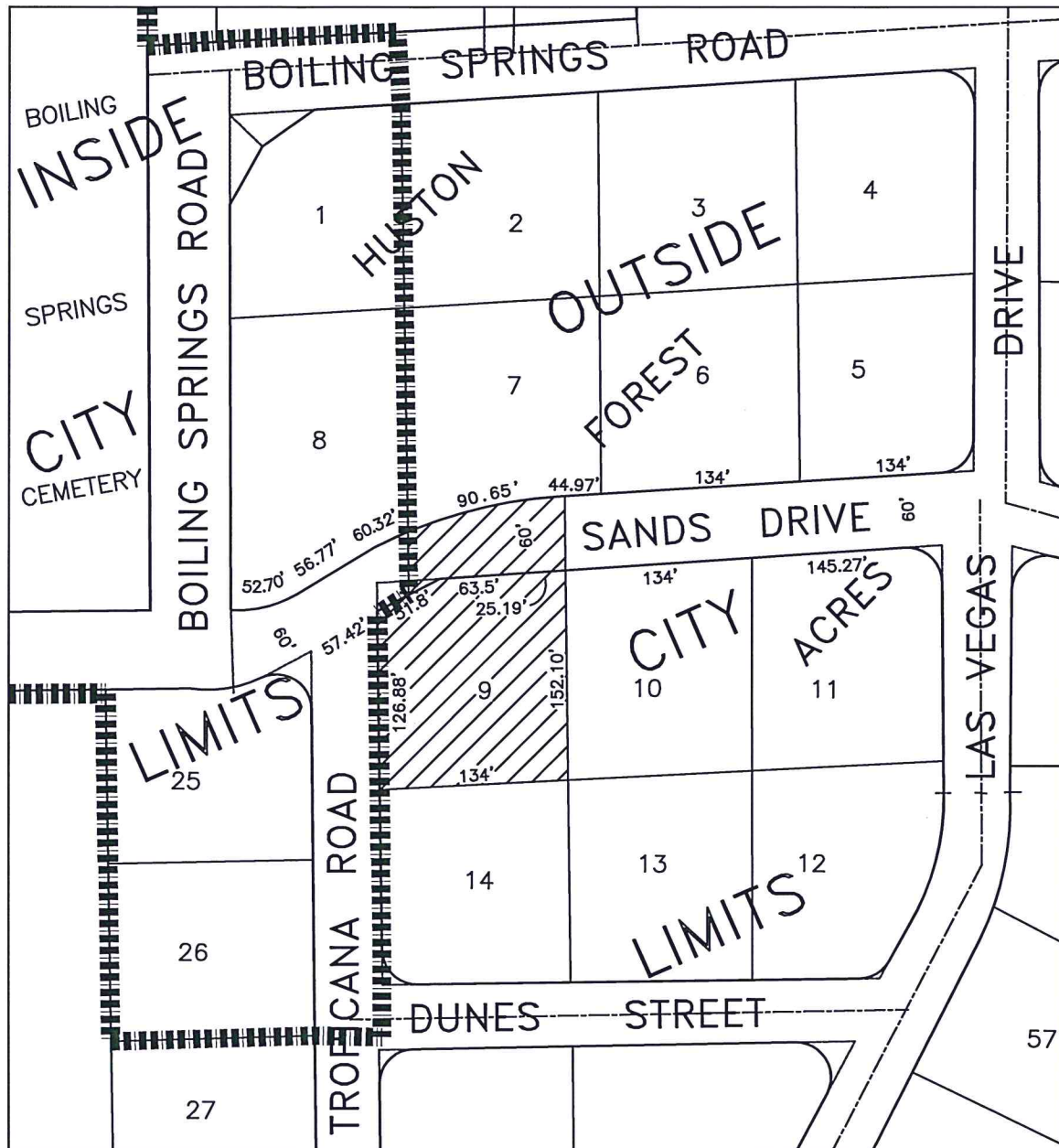
Signed and sworn to before me this 22nd day of May, 20 19

Naomi R. Burcham

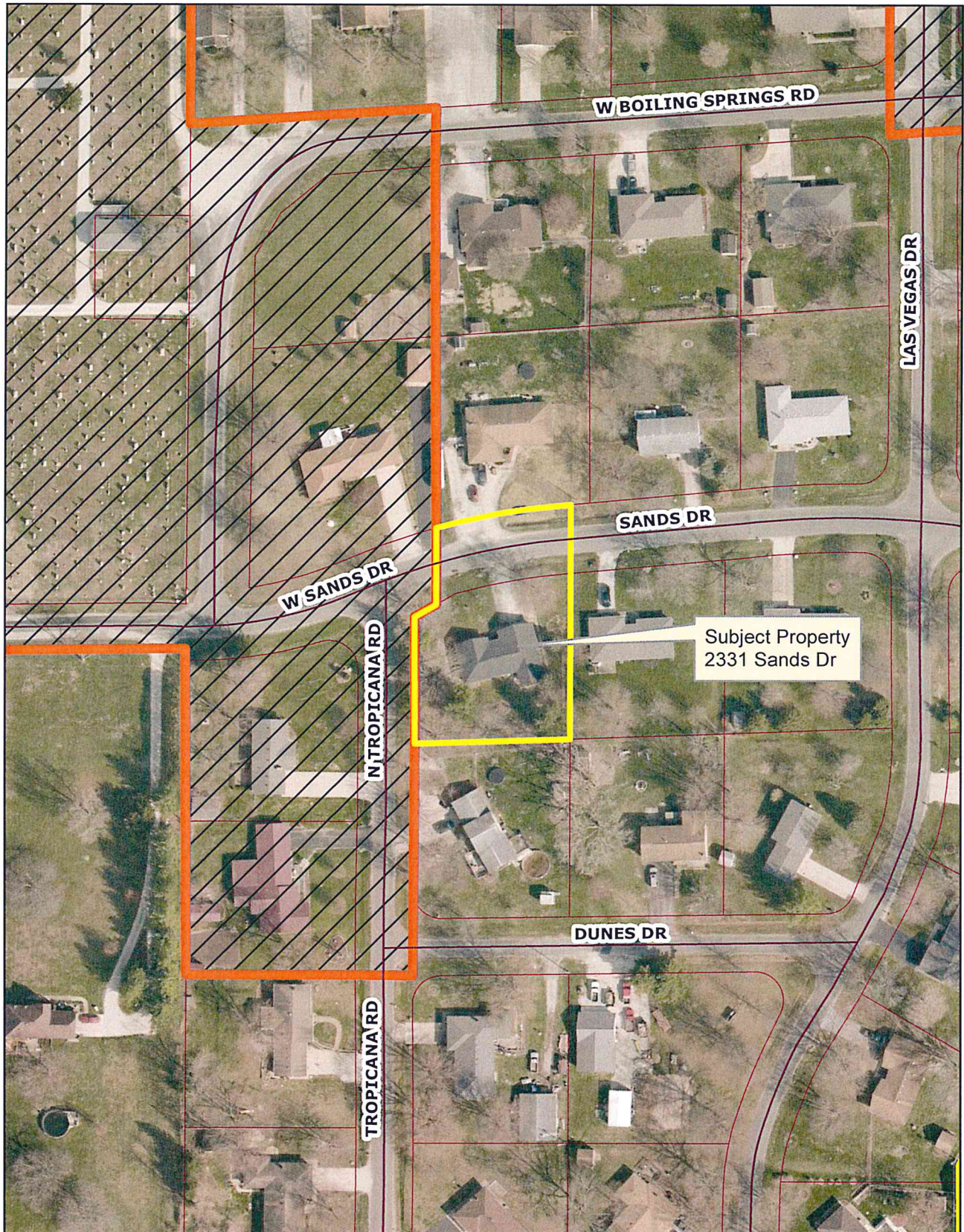
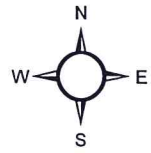
Notary Public



(Rev. 12/2014)



Property Proposed To Be Annexed Vicinity Map For 2331 Sands Drive



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3340 Tropicana Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3340 Tropicana Road	Ordinance
3340 Tropicana Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3340 TROPICANA 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 Marcia Garner, requesting that there be annexed to the City territory described as:

LOT 14 OF HUSTON FOREST ACRES

PIN # 07-07-32-426-004

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Marcia Garner

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3340 Tropicana Road, and legally described as follows:

LOT 14 OF HUSTON FOREST ACRES.

PIN # 07-07-32-426-004

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

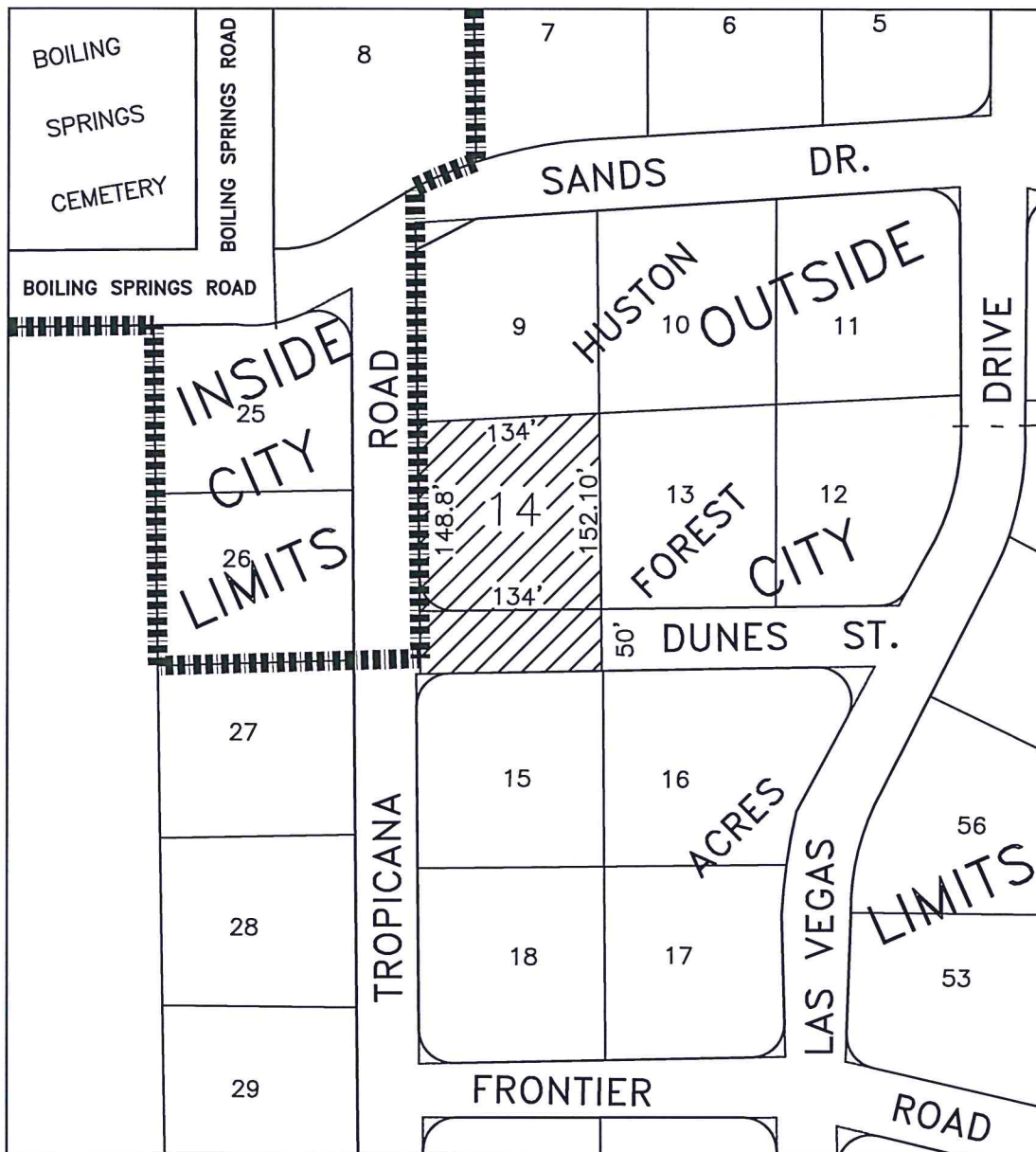
Marcia Garner Marcia Garner 3340 Tropicana Rd
Decatur IL 62526

Signed and sworn to before me this 21st day of May, 2019

Tara R. Bachstein
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3340 TROPICANA ROAD



indicates territory annexed



indicates existing corporate limits

0.617± acres

AREA 0.001± sq. miles

134± lin. ft. of public road

HICKORY POINT township



N.T.S.



5/23/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

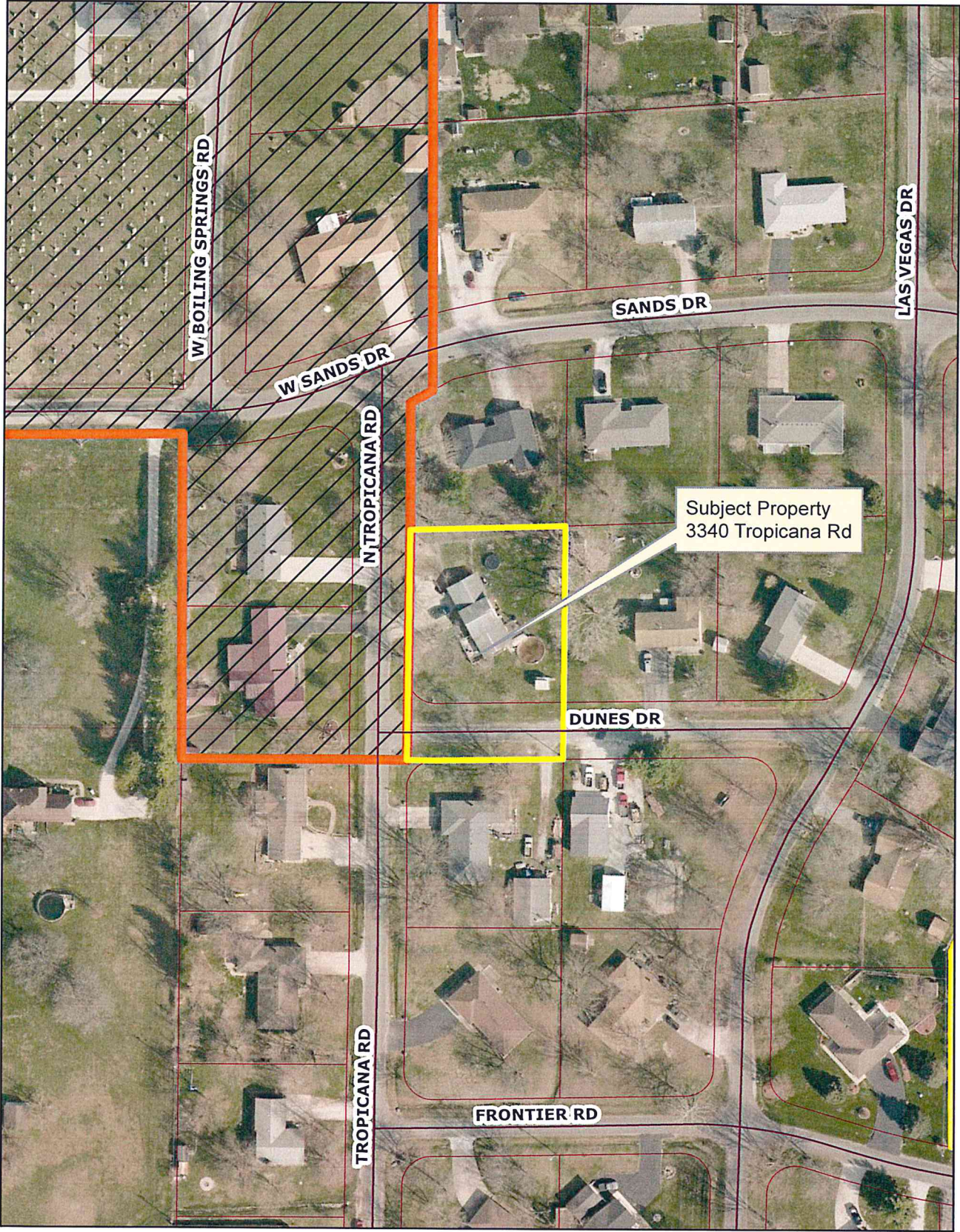
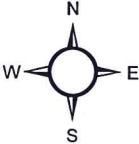
ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed To Be Annexed
Vicinity Map For 3340 Tropicana Road



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 9 Cloyds Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 9 Cloyds Drive	Ordinance
9 Cloyds Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
9 CLOYDS DRIVE**

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

LOT 9 OF CLOYDS FIRST SUBDIVISION AS PER PLAT RECORDED IN BOOK 300
PAGE 230

PIN # 07-07-28-452-003

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Norma Jean Stinebring
Frank E Stinebring

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 9 Cloyds Drive, and legally described as follows:

LOT 9 OF CLOYDS FIRST SUNDIVISION as per Plat Recorded in Book 300
Page 230.

PIN # 07-07-28-452-003 (1)

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

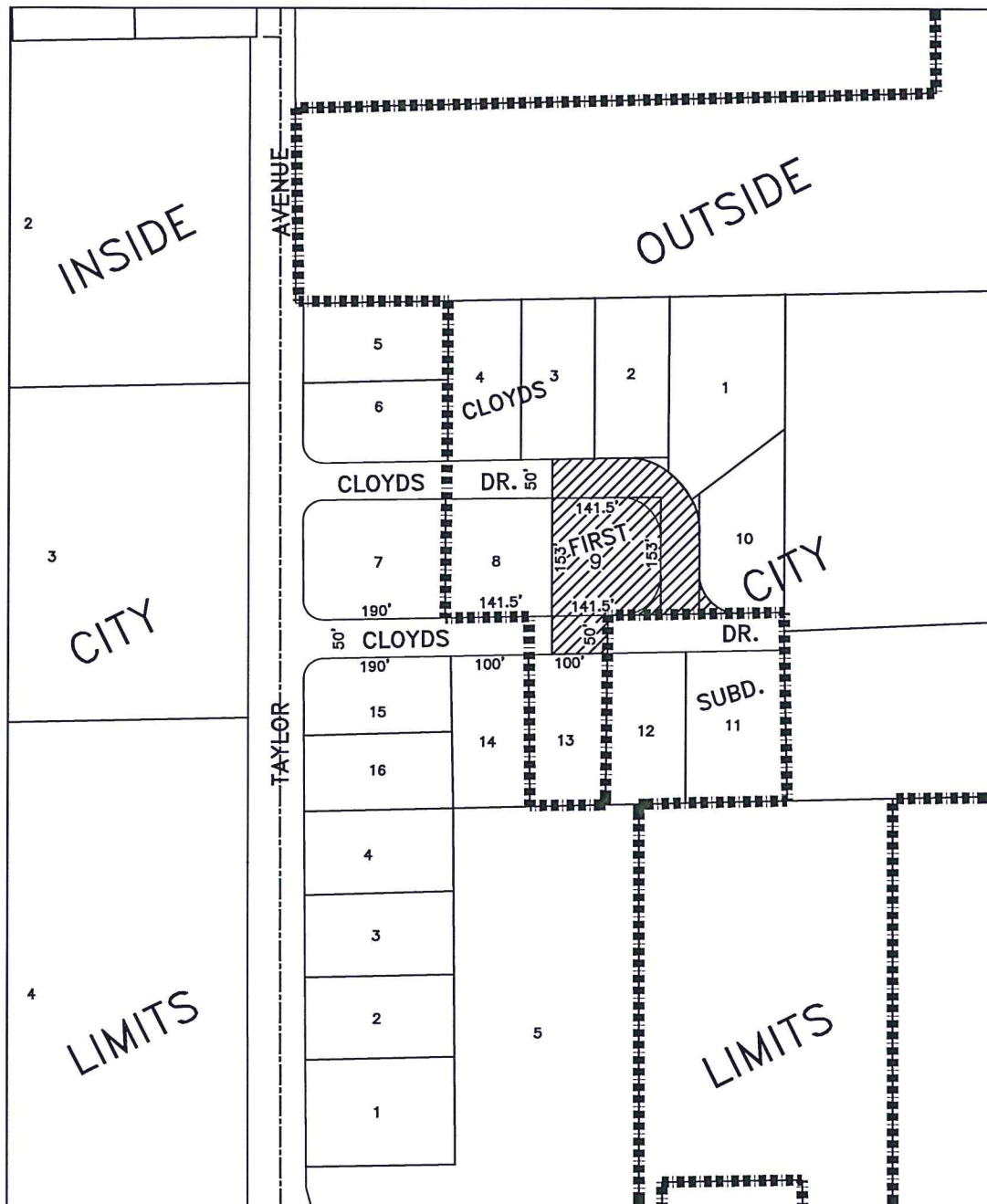
Norma Jean Stinebring Norma Jean Stinebring 9 Cloyds Dr Decatur IL 62526
Frank E Stinebring Frank E Stinebring 9 Cloyds Dr Decatur IL 62526

Signed and sworn to before me this 28 day of May, 2019

Lorri A Watkins
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
9 CLOYDS DRIVE



indicates territory annexed



indicates existing corporate limits

0.923± acres

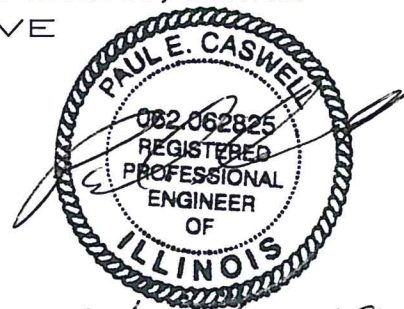
AREA 0.0014± sq. miles

353± lin. ft. of public road

HICKORY POINT township



N.T.S.



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.

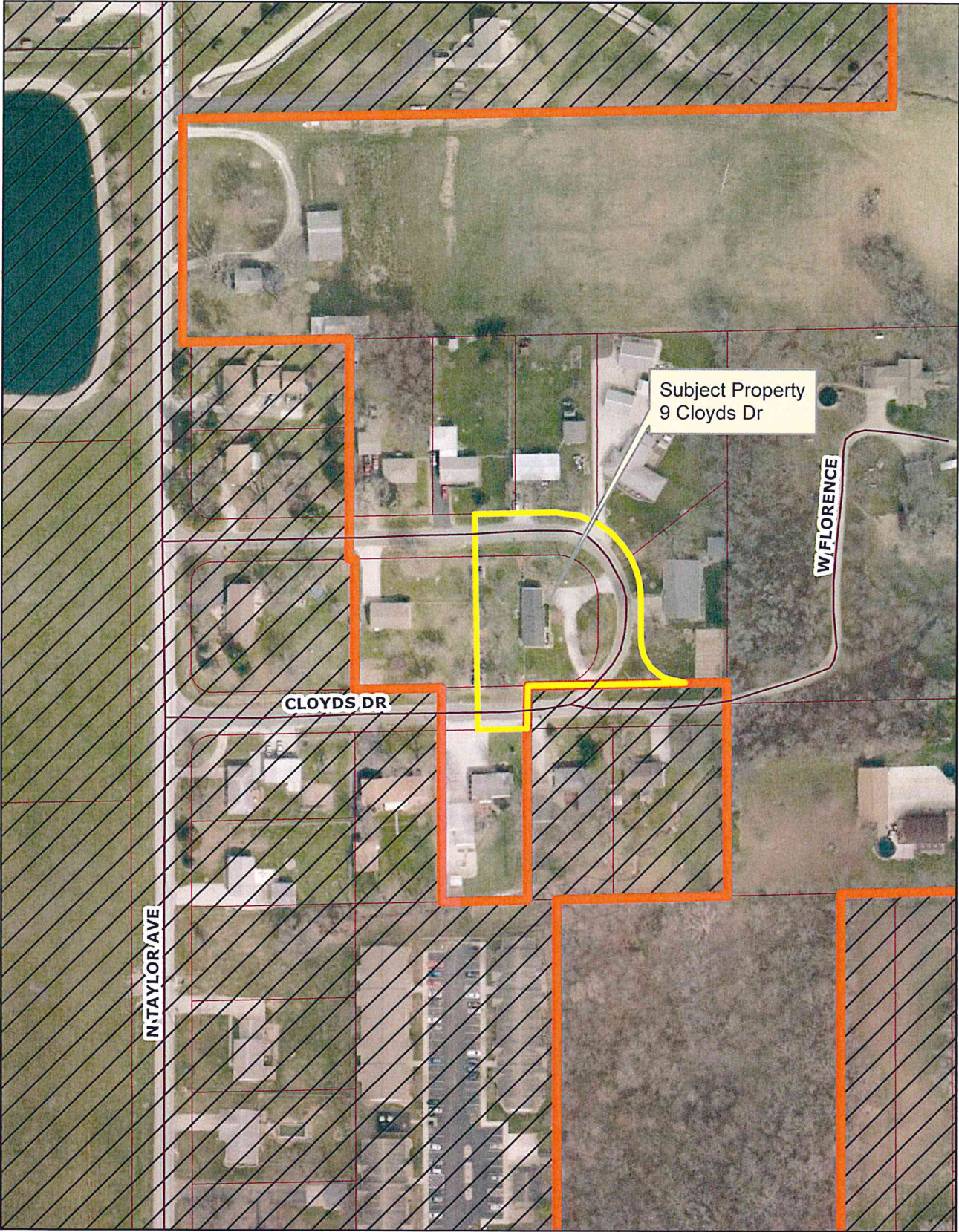
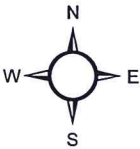
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____ Page 690 of 787

Property Proposed To Be Annexed
Vicinity Map For 9 Cloyds Drive



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 1658 Cooper Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1658 Cooper Drive	Ordinance
1658 Cooper Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1658 COOPER DRIVE**

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

LOT 8 OF COOPER'S 1ST ADDITION

PIN # 07-07-28-329-006

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

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

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Alyssa D. Bird

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1658 Cooper Drive, and legally described as follows:

LOT 8 OF COOPER'S 1ST ADDITION

PIN # 07-07-28-329-006

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

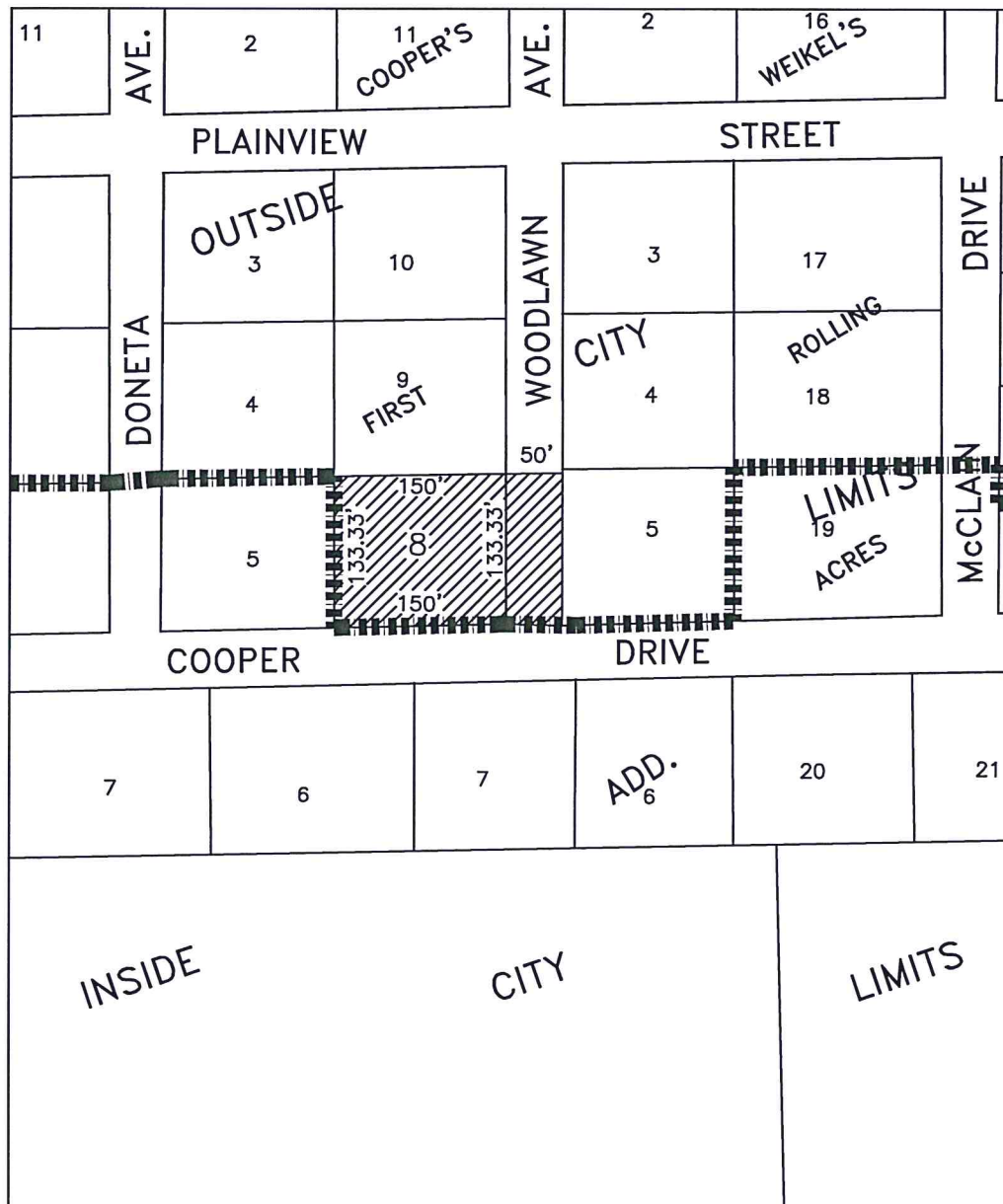
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Alyssa D. Bird</u>	<u>Alyssa D. Bird</u>	<u>1658 Cooper Dr. Decatur, IL</u>
		<u>62526</u>

Signed and sworn to before me this 24th day of May, 20 19

Naomi R. Burcham
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1658 COOPER DRIVE



indicates territory annexed



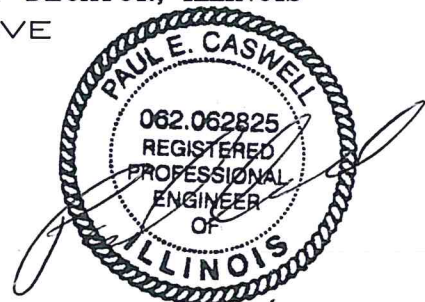
indicates existing corporate limits

0.612± acres

AREA 0.001± sq. miles

133± lin. ft. of public road

HICKORY POINT township



5/29/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

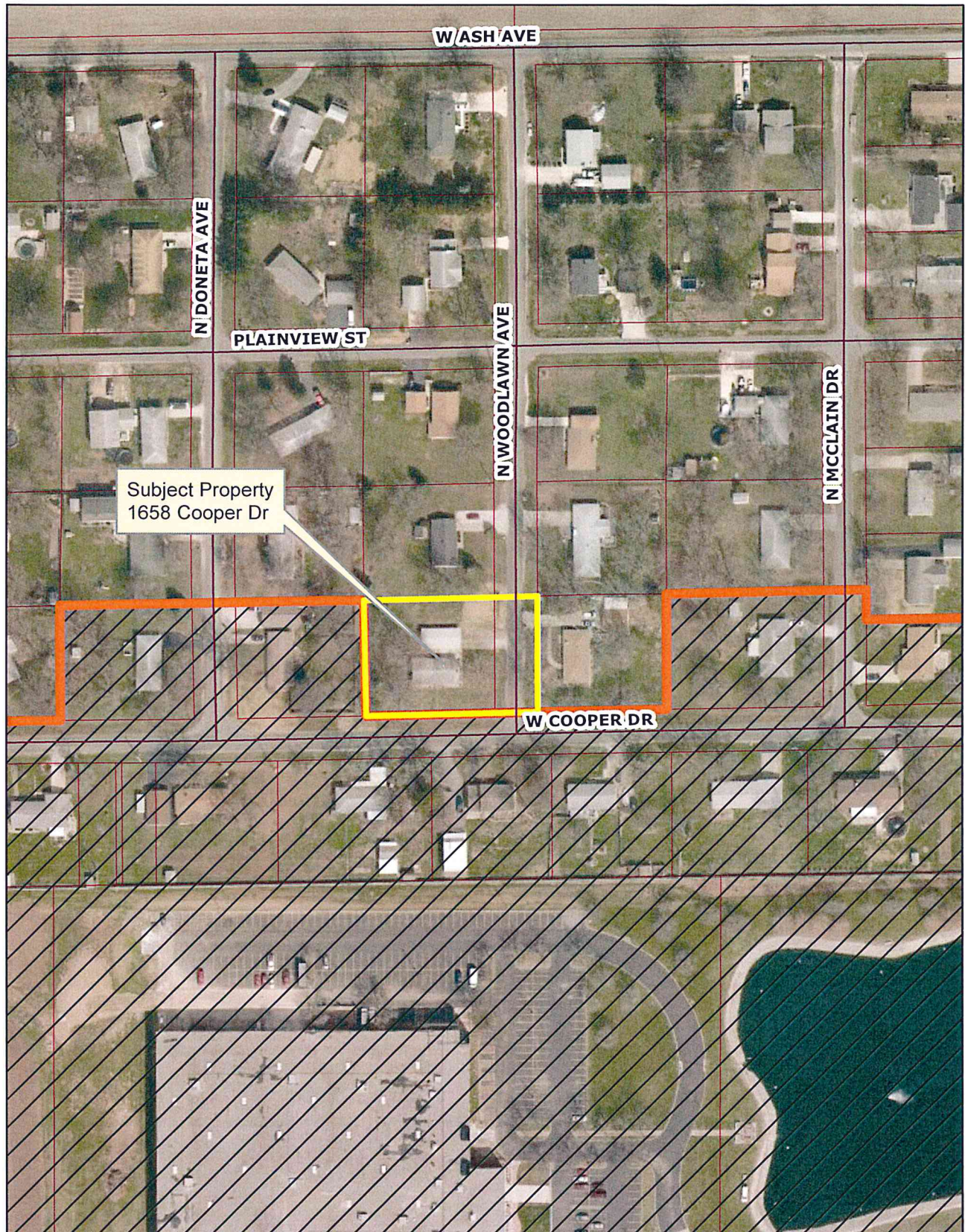
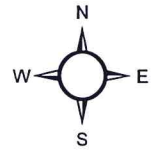
ORDINANCE NO: _____

DATE: _____ Page 696 of 787

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Property Proposed To Be Annexed Vicinity Map For 1658 Cooper Drive



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 4123 McClain Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4123 McClain Drive	Ordinance
4123 McClain Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4123 McCLAIN DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Cari Wilson, requesting that there be annexed to the City territory described as:

LOT 18 WEIKEL'S ROLLING ACRES

PIN # 07-07-28-330-005

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

NOW THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Cari Wilson

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4123 McClain Drive, and legally described as follows:

LOT 18 WEIKEL'S ROLLING ACRES

PIN # 07-07-28-330-005

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Cari Wilson

Cari Wilson

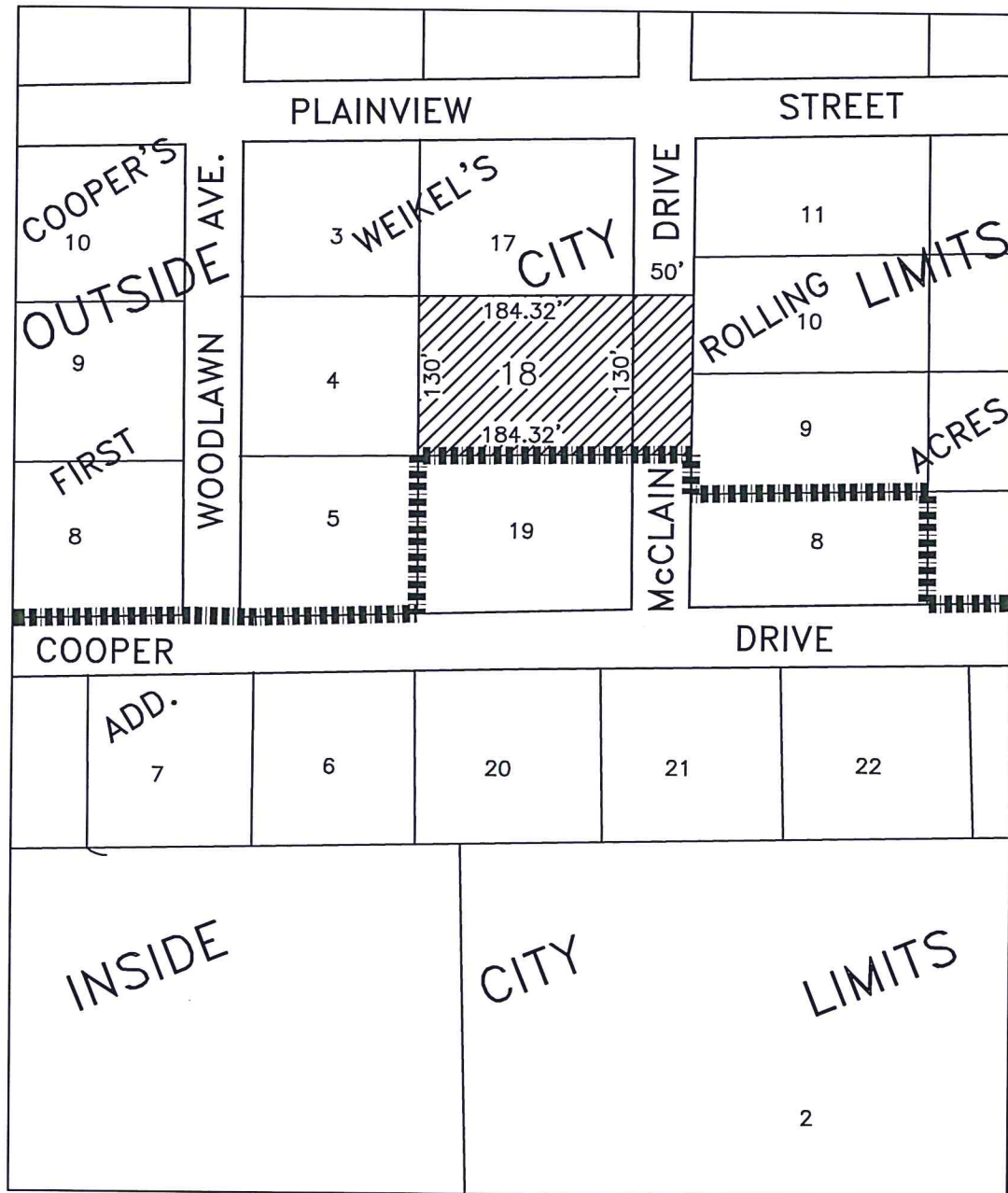
4123 McClain Dr
Decatur
IL

Signed and sworn to before me this 28th day of May, 20 19

Naomi R. Burcham

Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4123 McCLAIN DRIVE



indicates territory annexed



indicates existing corporate limits

0.699± acres

AREA 0.0011± sq. miles

130± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

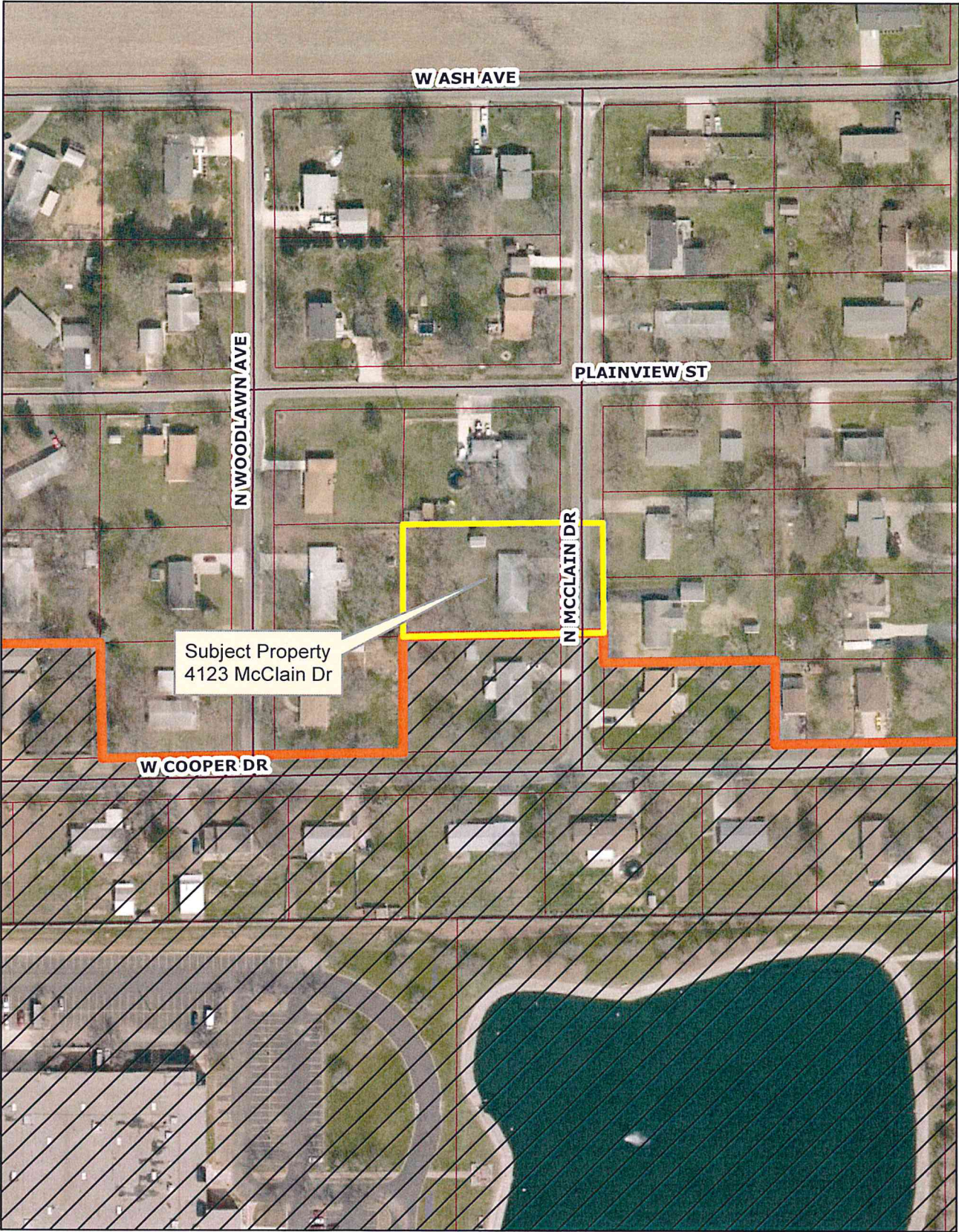
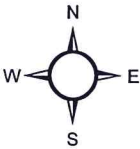
ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Property Proposed To Be Annexed
Vicinity Map For 4123 McClain Drive



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 1460 West Tate Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1460 West Tate Avenue	Ordinance
1460 West Tate Avenue Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1460 WEST TATE AVENUE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Monica Beasley, requesting that there be annexed to the City territory described as:

WILSONDALE ADDITION LOT 31

PIN # 07-07-33-251-015

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 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Monica Rena Beasley

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1460 West Tate Avenue, and legally described as follows:

WILSONDALE ADDITION LOT 31

PIN # 07-07-33-251-015

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

Monica Beasley Monica Rena Beasley 1460 Tate Ave Decatur IL

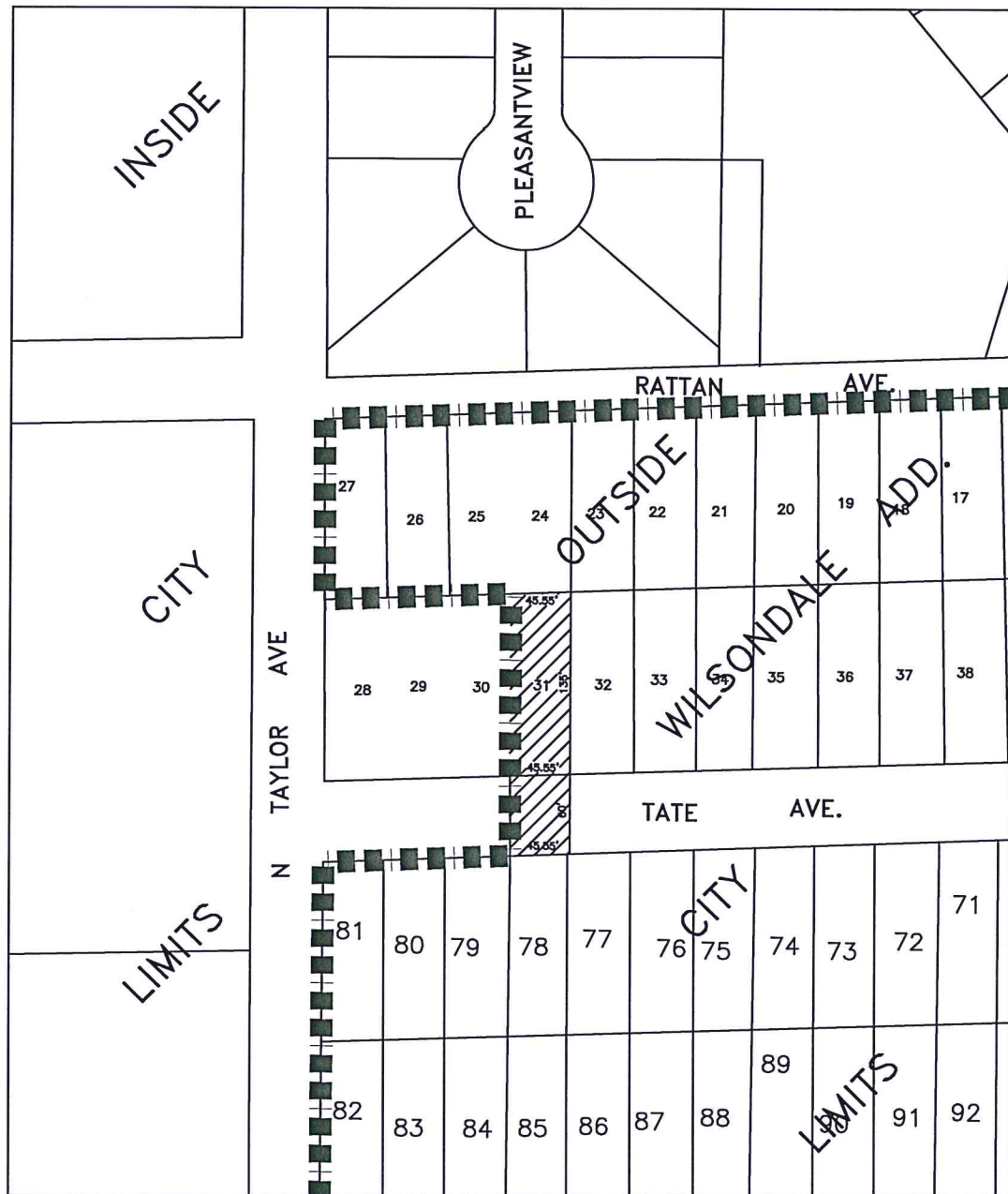
Signed and sworn to before me this 28th day of May, 2019

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1460 W. TATE DRIVE



indicates territory annexed



indicates existing corporate limits

0.141± acres

AREA 0.0002± sq. miles

45± lin. ft. of public road

HICKORY POINT township



N.T.S.



All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

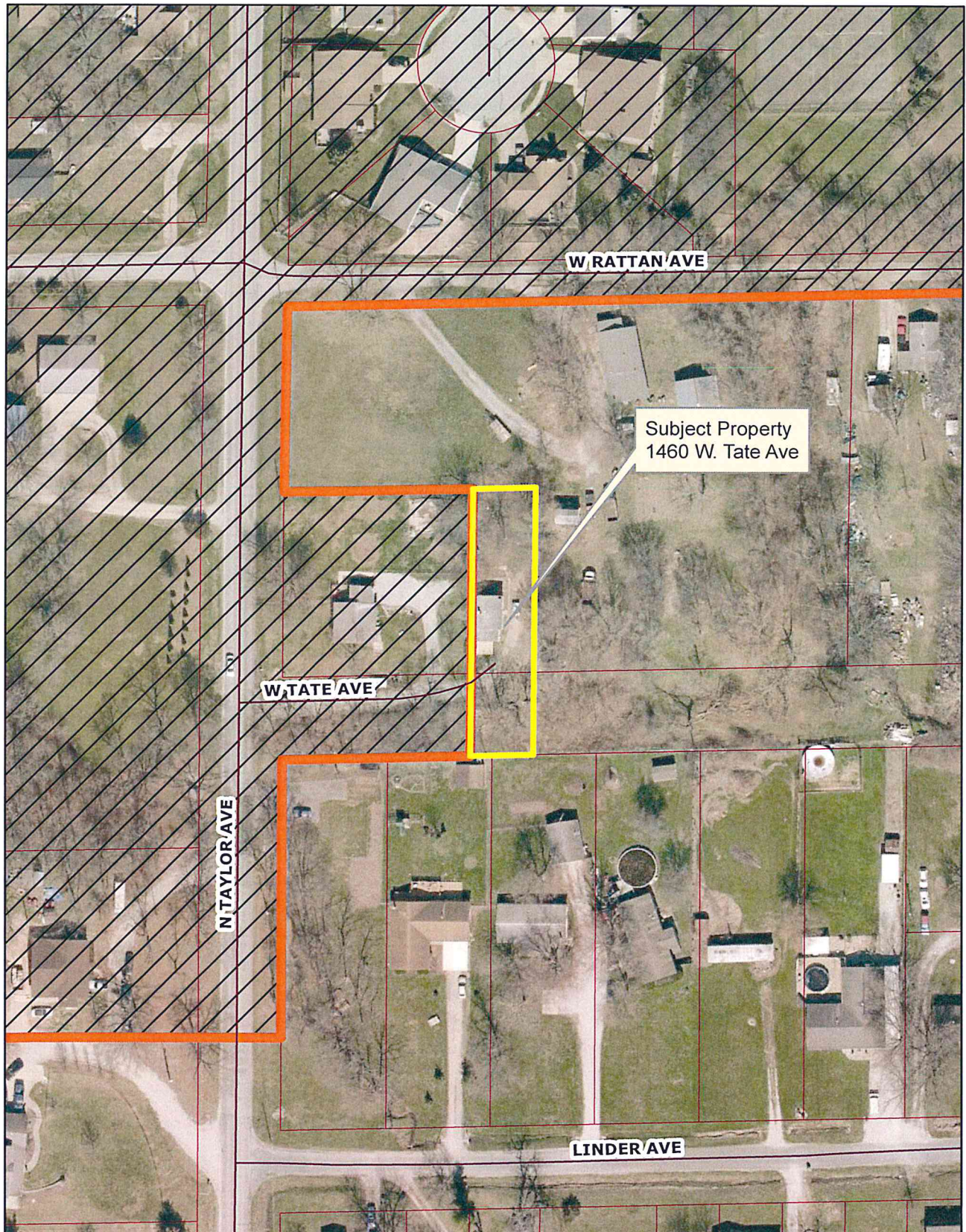
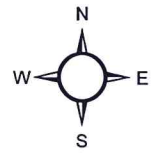
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

Property Proposed To Be Annexed Vicinity Map For 1460 W. Tate Avenue



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 2627 East Mound Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2627 East Mound Road	Ordinance
2627 East Mound Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2627 EAST MOUND ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Julie Howard, requesting that there be annexed to the City territory described as:

BEGINNING AT A POINT 463.75 FEET WEST OF THE NORTHEAST CORNER OF SECTION THIRTY-SIX (36), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M.; THENCE WEST 66.25 FEET; THENCE SOUTH 330.38 FEET; THENCE EAST 66.25 FEET; THENCE NORTH 330.38 FEET TO THE POINT OF BEGINNING

PIN # 07-07-36-226-008

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 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Julie A. Howard

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2627 East Mound Road, and legally described as follows:

BEGINNING AT A POINT 463.75 FEET WEST OF THE NORTHEAST CORNER OF SECTION THIRTY-SIX (36), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M.; THENCE WEST 66-25 FEET; THENCE SOUTH 330.38 FEET; THENCE EAST 66.25 FEET; THENCE NORTH 330.38 FEET TO THE POINT OF BEGINNING.

PIN # 07-07-36-226-008

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

Julie A. Howard Julie A. Howard 2627 E. Mound Decatur
IL

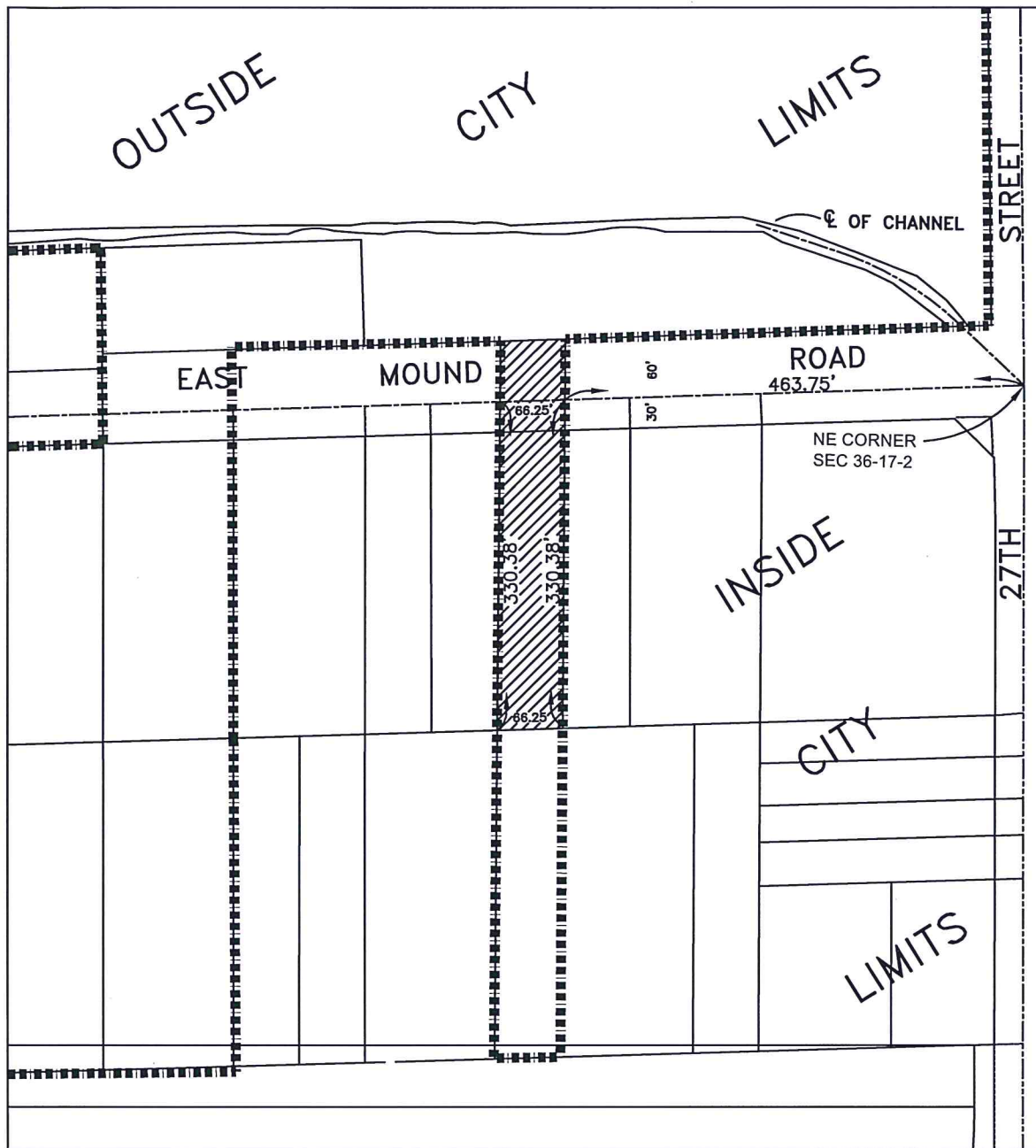
Signed and sworn to before me this 29th day of May, 2019

Tara R. Bachstein

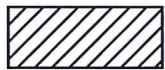
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2627 E. MOUND ROAD



indicates territory annexed



indicates existing corporate limits

0.594± acres

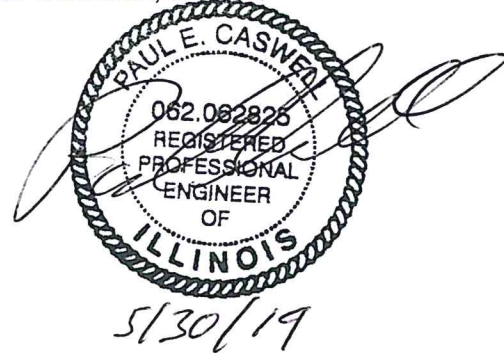
AREA 0.0009± sq. miles

66± lin. ft. of public road

Hickory Point township



N.T.S.



CITY ENGINEER — DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

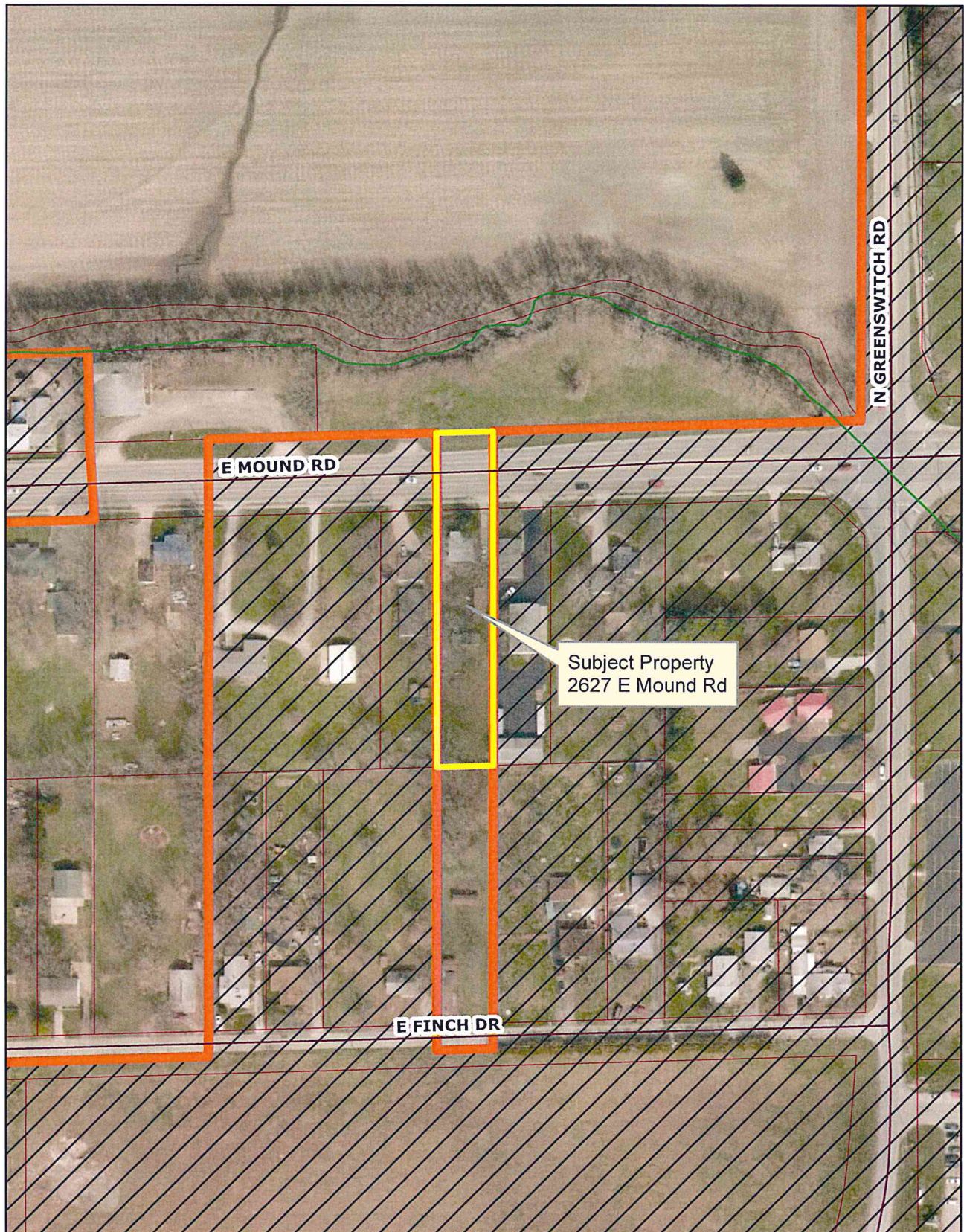
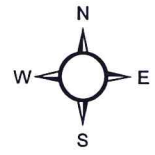
ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed To Be Annexed Vicinity Map For 2627 E. Mound Road



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 4647 Rea's Bridge Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4647 Rea's Bridge Road	Ordinance
4647 Rea's Bridge Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4647 REA'S BRIDGE ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Gary Zimmerman, President of Central Illinois Coating Inc., requesting that there be annexed to the City territory described as:

A part of that part of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section Thirty-two (32), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M. shown by Plat in Book 1872 on Page 467 in the Records of the Macon County Recorder described as follows:
Commencing at the Northeast corner of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the said Section 32; thence West 1590.54 feet along the centerline of SA Route 24 as shown by Plat in Book 1393, Page 585 in the Records of the Macon County Recorder; thence South 40.0 feet at right angles to said centerline to the Point of Beginning which is on the South right of way line of said SA Route 24; thence continuing South 320.0 feet to an iron pin; thence West 130.0 feet to an iron pin; thence North 320.0 feet to an iron pin on the South right of way of SA Route 24; thence East along the South right of way line of said SA Route 24 to the Point of Beginning, also described as: Part of a survey in Book 1872, Page 467 and known as Tract No. 10, a part of the South $\frac{1}{2}$ of Section 32, Township 17 North, Range 3 East of the 3rd P.M.; situated in Macon County, Illinois. Commonly known as 4647 Rea's Bridge Road

PIN# 18-08-32-451-009

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

NOW THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the name of the business or commercial establishment located on the property herein described, is (insert name of the business) Central Illinois Coating Inc.
4. That the property herein described is not within the corporate limits of any municipality.
5. That the property herein described is contiguous (adjacent) to the City of Decatur.
6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4647 Rea's Bridge Road, and legally described as follows:

A PART OF THAT PART OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST OF THE 3RD P.M. SHOWN BY PLAT IN BOOK 1872 ON PAGE 467 IN THE RECORDS OF THE MACON COUNTY RECORDER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SAID SECTION 32; THENCE WEST 1590.54 FEET ALONG THE CENTERLINE OF SA ROUTE 24 AS SHOWN BY PLAT IN BOOK 1393, PAGE 585 IN THE RECORDS OF THE MACON COUNTY RECORDER; THENCE SOUTH 40.0 FEET AT RIGHT ANGLES TO SAID CENTERLINE TO THE POINT OF BEGINNING WHICH IS ON THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24; THENCE CONTINUING SOUTH 320.0 FEET TO AN IRON PIN; THENCE WEST 130.0 FEET TO AN IRON PIN; THENCE NORTH 320.0 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY OF SA ROUTE 24; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24 TO THE POINT OF BEGINNING, ALSO DESCRIBED AS: PART OF A SURVEY IN BOOK 1872, PAGE 467 AND KNOWN AS TRACT NO. 10, A PART OF THE SOUTH ½ OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE 3RD P.M.; SITUATED IN MACON COUNTY, ILLINOIS.

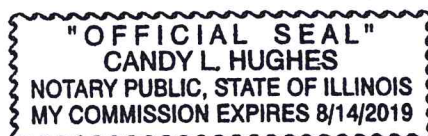
PIN # 18-08-32-451-009

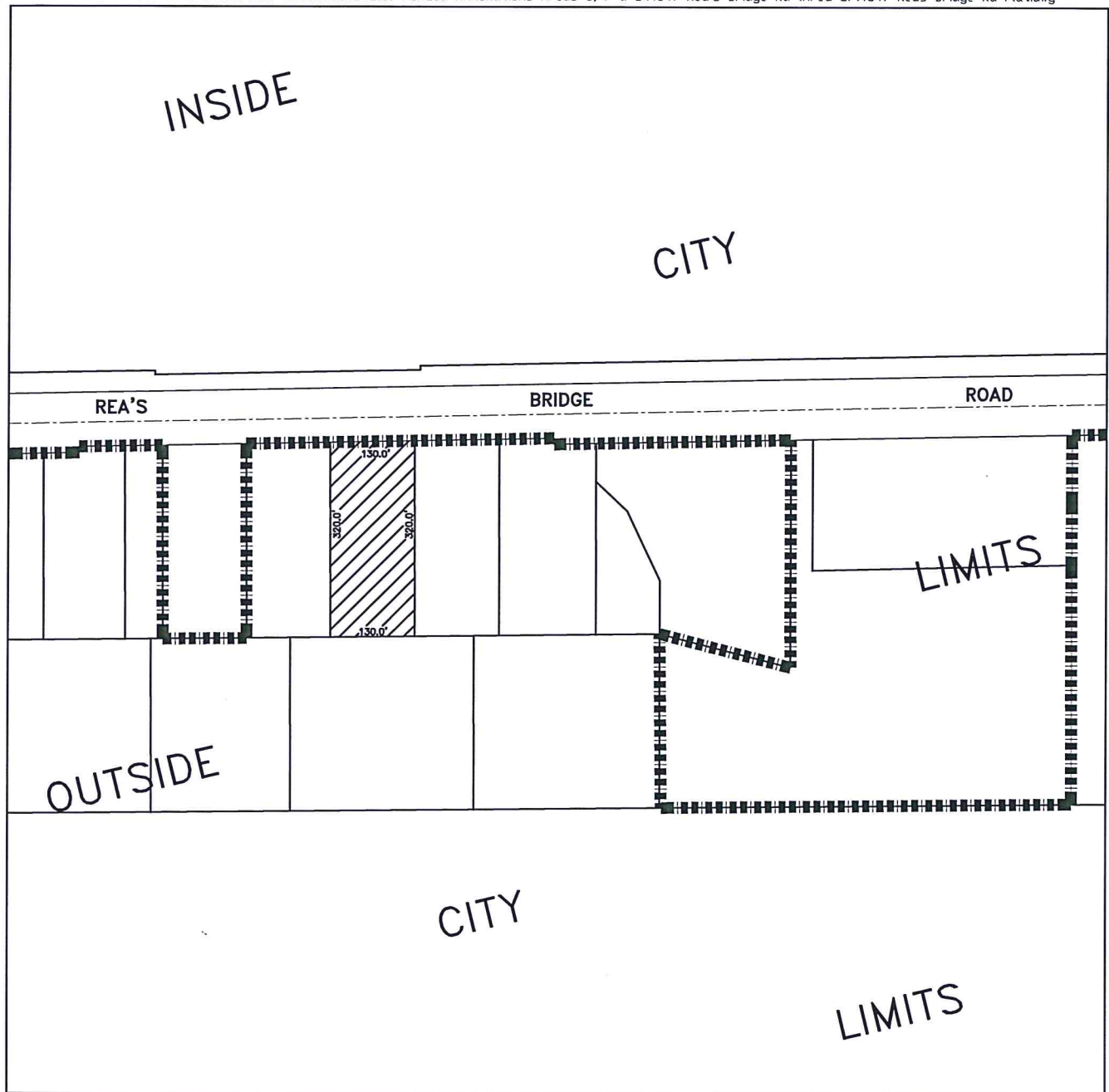
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Gary J Zimmerman</u> <u>President of Central Ill Coatings Inc.</u>	<u>GARY J ZIMMERMAN</u>	<u>4647 Rea's Bridge Rd</u> <u>Decatur, IL 62521</u>

Signed and sworn to before me 23rd day of May, 20 19

Candy L Hughes
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4647 REAS BRIDGE ROAD



indicates territory annexed



indicates existing corporate limits

0.955±

acres

AREA 0.0015± sq. miles

0

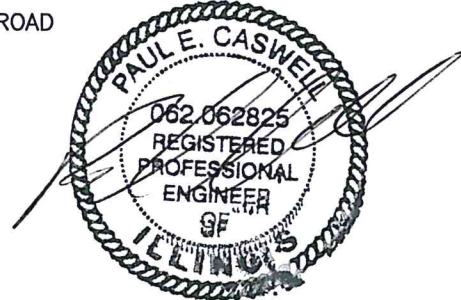
lin. ft. of public road

Whitmore

township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

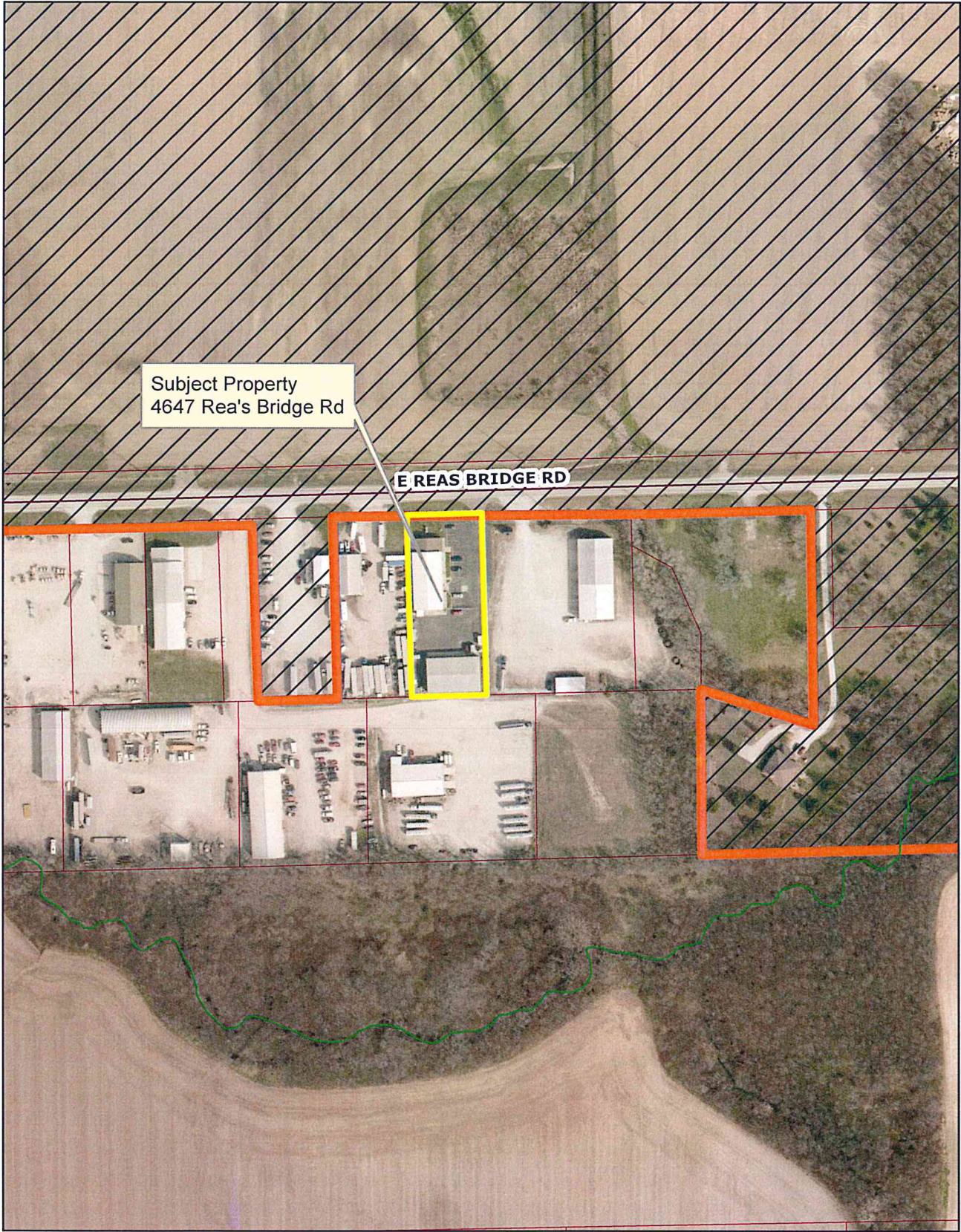
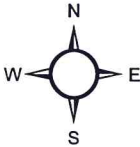
ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed To Be Annexed
Vicinity Map For 4647 Rea's Bridge Road



Public Works

DATE: 6/6/2019

MEMO: 2019-49

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 1935 South Taylorville Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1935 South Taylorville Road	Ordinance
1935 South Taylorville Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1935 SOUTH TAYLORVILLE 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 Guy Bretz, President of T & G Land Corporation and Decatur Package Inc., DBA Friendly Bar & Package, requesting that there be annexed to the City territory described as:

A PART OF THE SW ¼ OF SECTION 21-16-2 DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF SBI ROUTE 48 WITH THE NORTH RIGHT OF WAY LINE OF ROCK SPRINGS ROAD THENCE WEST 19.96 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF THE NORTHFOLK & WESTERN RAILWAY COMPANY, THENCE NORHTEASTERLY 397.28 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING OF THE TRACT HEREFTER DESCRIBED, THENCE NORTHEASTERLY 205 FEET ALONG SAID RIGHT OF WAY LINE, THENCE SOUTHEASTERLY 99.49 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID ROUTE 48, THENCE SOUTHWESTERLY 205 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT, SAID POINT BEING 370.58 FEET NORTHEASTERLY OF THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF SBI ROUTE 48 WITH THE NORTH RIGHT OF WAY OF ROCK SPRINGS ROAD, THENCE NORTHWESTERLY FROM SAID POINT TO THE POINT OF BEGINNING, SAID POINT BEING 397.28 FEET NORTHEASTERLY OF THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ROCK SPRINGS ROAD AND NORTHEASTERLY RIGHT OF WAY LINE OF THE N & W RAILROAD, EXCEPT FOR THAT PART TAKEN BY THE STATE OF ILLINOIS EMINENT DOMAIN. COMMONLY KNOWN AS 1935 SOUTH TAYLORVILLE ROAD

PIN# 04-12-21-378-002

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

NOW THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the name of the business or commercial establishment located on the property herein described, is (insert name of the business) Friendly Bar & Package
4. That the property herein described is not within the corporate limits of any municipality.
5. That the property herein described is contiguous (adjacent) to the City of Decatur.
6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1935 South Taylorville Road, and legally described as follows:

A PART OF THE SW ¼ OF SECTION 21-16-2 DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF SBI ROUTE 48 WITH THE NORTH RIGHT OF WAY LINE OF ROCK SPRINGS ROAD THENCE WEST 19.96 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF THE NORTHFOLK & WESTERN RAILWAY COMPANY, THENCE NORTHEASTERLY 397.28 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING OF THE TRACT HEREAFTER DESCRIBED, THENCE NORTHEASTERLY 205 FEET ALONG SAID RIGHT OF WAY LINE, THENCE SOUTHEASTERLY 99.49 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID ROUTE 48, THENCE SOUTHWESTERLY 205 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT, SAID POINT BEING 370.58 FEET NORTHEASTERLY OF THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF SBI ROUTE 48 WITH THE NORTH RIGHT OF WAY OF ROCK SPRINGS ROAD, THENCE NORTHWESTERLY FROM SAID POINT TO THE POINT OF BEGINNING, SAID POINT BEING 397.28 FEET NORTHEASTERLY OF THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ROCK SPRINGS ROAD AND NORTHEASTERLY RIGHT OF WAY LINE OF THE N & W RAILROAD, EXCEPT FOR THAT PART TAKEN BY THE STATE OF ILLINOIS EMINENT DOMAIN.

PIN #04-12-21-378-002

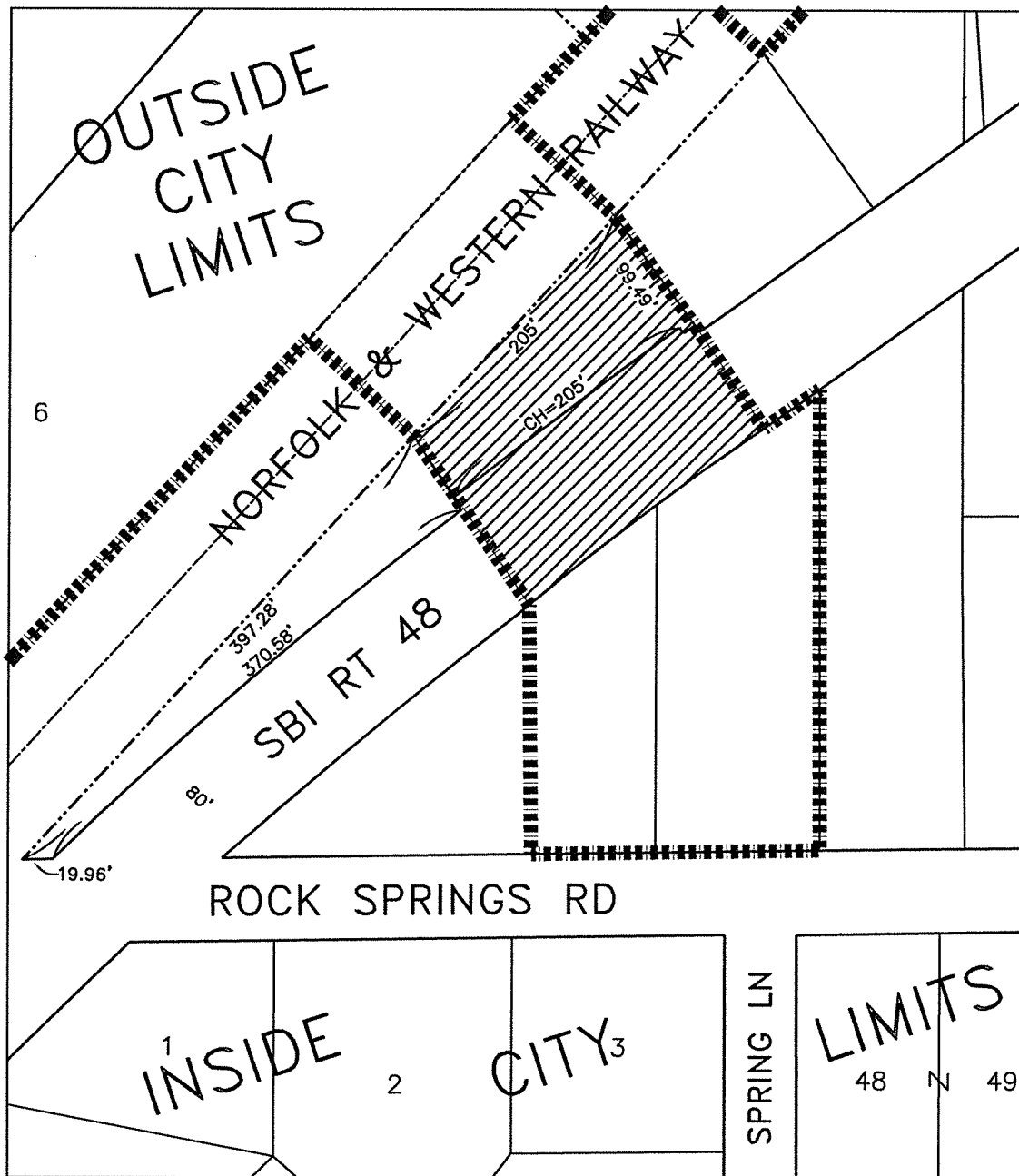
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Guy Bretz</u>	<u>Guy Bretz</u>	<u>1304 N 21st Decatur</u>
<u>President of T & G LAND Co</u>		<u>IL 62521</u>
<u>and Decatur Package Inc DBA Friendly Bar & Package</u>		

Signed and sworn to before me 28th day of May, 2019



Melanie Rapp
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1935 SOUTH TAYLORVILLE ROAD



indicates territory annexed



indicates existing corporate limits

1.229±

acres

AREA 0.0019±

sq. miles

205±

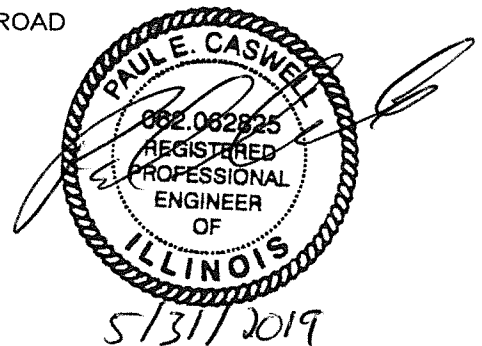
lin. ft. of public road

Decatur

township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

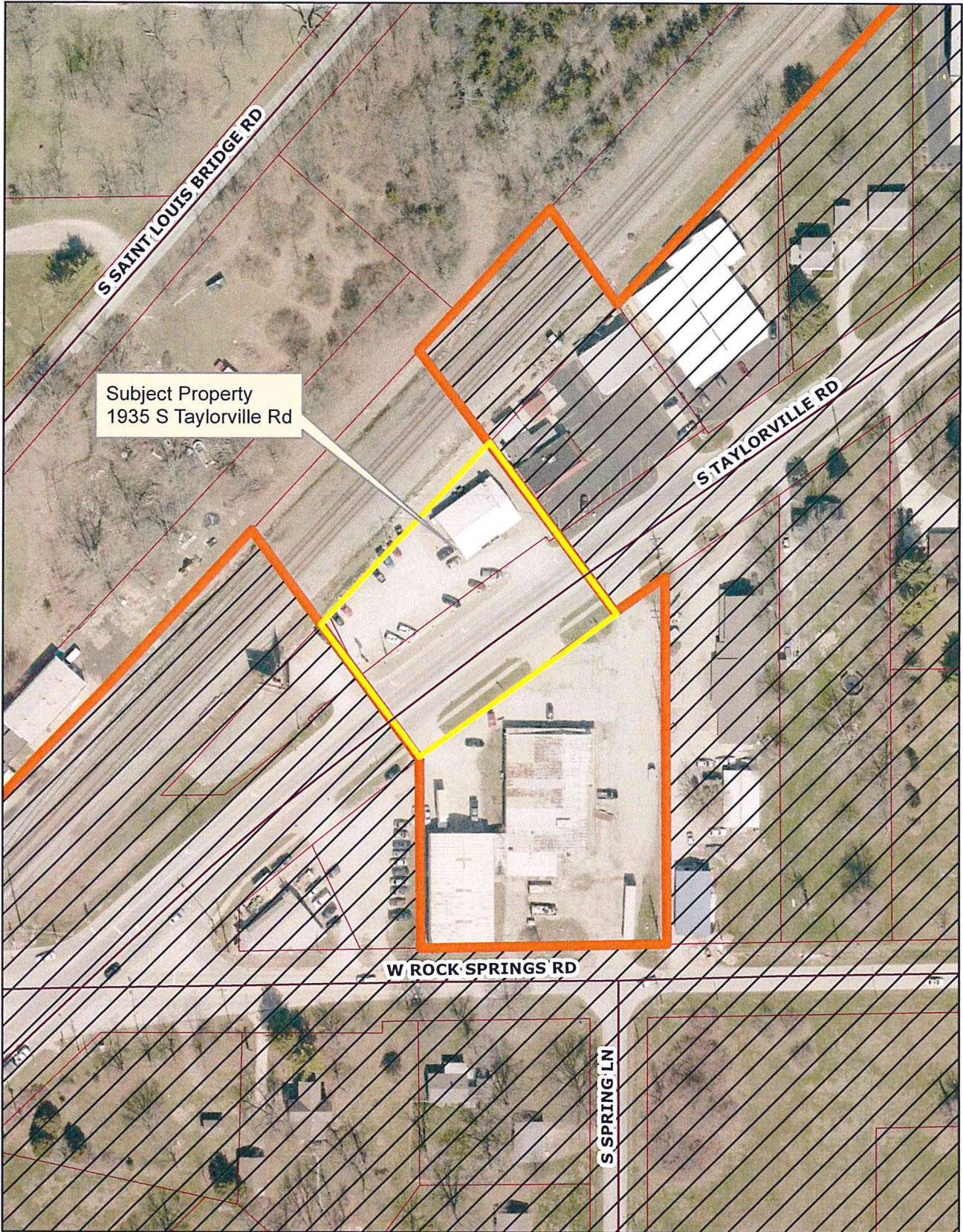
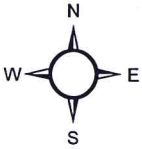
ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed To Be Annexed
Vicinity Map For 1935 S. Taylorville Road



Public Works

DATE: 6/3/2019

MEMO: 2019-46

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Ordinance Authorizing the Conveyance of City Property Located on the South Side of Eldorado Street at Van Dyke Street to the State of Illinois for Highway Purposes, Parcel No. 7704117

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the following:

1. Ordinance authorizing the sale of 154 square feet of City property located on the south side of Eldorado Street at Van Dyke Street to the State of Illinois for the sum of \$1,300.
2. Ordinance authorizing a 194 square foot Temporary Construction Easement located on the south side of Eldorado Street at Van Dyke Street to the State of Illinois for the sum of \$300.
3. Resolution Authorizing the Mayor to sign the following documents associated with the conveyance of City property and Temporary Construction Easement:
 1. Affidavit of Title.
 2. Receipt of Conveyance Documents and Disbursement Statement.

BACKGROUND:

As discussed and acted upon at the April 15, 2019 City Council meeting, the Illinois Department of Transportation (IDOT) intends to complete a major street improvement along Eldorado Street between Fairview Avenue and Church Street. The work is to include the installation of sidewalk ramps for accessibility, improving traffic signals along the route and

milling off the existing pavement and overlaying the road with new asphalt.

The sidewalk ramp work IDOT will be doing as part of the project requires the purchase of small tracts of property at many of the intersections within the project. The City owns property on the south side of Eldorado Street next to the Norfolk Southern tracks as shown on the attached property map. IDOT proposes to purchase 154 square feet of property along with a 194 square foot temporary construction easement for the construction of an accessible sidewalk ramp.

LEGAL REVIEW: The Legal Department has reviewed warranty deed, the temporary construction easement and associated documents.

PRIOR COUNCIL ACTION:

April 15, 2019 – City Council approved Resolution No. R2019-57 appropriating \$61,800 in State Motor Fuel Tax Funds to pay for the traffic signal and street light work outlined in the City-State Agreement for improvements to Eldorado Street between Church Street and Fairview Avenue.

April 15, 2019 – City Council approved Ordinance No. 2019-16 regulating encroachments on the public right-of-way within the project limits.

April 15, 2019 – City Council approved Resolution No. R2019-58 authorizing the Mayor to approve the plans and specifications for the City's portion of the work and attendant maintenance obligations.

April 15, 2019 – City Council approved Resolution No. R2019-59 authorizing an agreement with the State of Illinois for improvements to Eldorado Street from Fairview Avenue to Church Street. The Agreement is for \$85,950 with a provision to provide any additional funds necessary to cover the actual costs.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

The Illinois Department of Transportation.

STAFF REFERENCE: Matt Newell, Public Works Director. Matt will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

The Illinois Department of Transportation will pay the city \$1,600.00 which is the property

value for the right of way and the easement.

ATTACHMENTS:

Description	Type
Ordinance Authorizing Conveyance of City Property on S Side of Eldorado St @ Van Dyke St Parcel 7704117	Ordinance
Location Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY PROPERTY LOCATED
ON THE SOUTH SIDE OF ELDORADO STREET AT VAN DYKE STREET TO THE
STATE OF ILLINOIS FOR HIGHWAY PURPOSES
PARCEL NO. 7704117**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the Warranty Deed for Parcel No. 7704117, attached hereto as Exhibit A and made a part hereof, conveying the City of Decatur's interest in the following described real estate in Macon County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$1,300.00 is hereby, received, placed on file and approved.

A part of the North Half of the Northwest Quarter of Section 15, Township 16 North, Range 2 East of the 3rd Principal Meridian, being more particularly described as follows: Beginning at the Northeast corner of Lot 1 in Block 1 of Dunham's Addition to the City of Decatur as per Plat recorded in Book 149 Page 113 of the records in the Recorder's Office of Macon County, Illinois; thence North 89 degrees 35 minutes 05 seconds East (Bearings based on the Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 53.76 feet on the Southerly Right-of-Way line of West Eldorado Street; thence South 00 degrees 23 minutes 30 seconds East a distance of 1.62 feet; thence South 89 degrees 36 minutes 30 seconds West a distance of 21.50 feet; thence South 00 degrees 23 minutes 30 seconds East a distance of 3.00 feet; thence South 89 degrees 36 minutes 30 seconds West a distance of 12.50 feet; thence North 00 degrees 23 minutes 30 seconds West a distance of 1.50 feet; thence

South 89 degrees 36 minutes 30 seconds West a distance of 19.78 feet to the East line of said Lot 1 of Dunham's Addition; thence North 00 degrees 05 minutes 33 seconds West a distance of 3.10 feet on said East line to the Point of Beginning, all in accordance with attached plat, containing 154 square feet, more or less.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Warranty Deed, on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Exhibit A

Owner City of Decatur, an Illinois
municipal corporation
Address West Eldorado Street
Decatur, Illinois 62522
Route FAP 323 (US36)
County Macon
Job No. R-97-004-17
Parcel No. 7704117
P.I.N. No. 04-12-15-104-023
Section (13z, 13z-1)RS-3
Project No. ---
Station 25+84.91
Station 27+17.13
Contract No. 74702
Catalog No. ---

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

City of Decatur, an Illinois municipal corporation, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of One Thousand Three Hundred and no/100's Dollars (\$1,300.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 , grants, conveys, and warrants to the People of the State of Illinois, Department of Transportation, (Grantee), the following described real estate in Macon County, Illinois:

A part of the North Half of the Northwest Quarter of Section 15, Township 16 North, Range 2 East of the 3rd Principal Meridian, being more particularly described as follows: Beginning at the Northeast corner of Lot 1 in Block 1 of Dunham's Addition to the City of Decatur as per Plat recorded in Book 149 Page 113 of the records in the Recorder's Office of Macon County, Illinois; thence North 89 degrees 35 minutes 05 seconds East (Bearings based on the Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 53.76 feet on the Southerly Right-of-Way line of West Eldorado Street; thence South 00 degrees 23 minutes 30 seconds East a distance of 1.62 feet; thence South 89 degrees 36 minutes 30 seconds West a distance of 21.50 feet; thence South 00 degrees 23 minutes 30 seconds East a distance of 3.00 feet; thence South 89 degrees 36 minutes 30 seconds West a distance of 12.50 feet; thence North 00 degrees 23 minutes 30 seconds West a distance of 1.50 feet; thence South 89 degrees 36 minutes 30 seconds West a distance of 19.78 feet to the East line of said Lot 1 of Dunham's Addition; thence North 00 degrees 05 minutes 33 seconds West a distance of 3.10 feet on said East line to the Point of Beginning, all in accordance with attached plat, containing 154 square feet, more or less.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 2019.

City of Decatur, an Illinois municipal
corporation

Name of Governmental Entity

By: _____

Signature

ATTEST:

By: _____

Signature

Print Name and Title

Print Name and Title

State of Illinois)

) ss

County of Macon)

This instrument was acknowledged before me on _____, 2019, by

_____, as _____

and _____, as _____

of City of Decatur, an Illinois municipal corporation, a governmental entity

organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

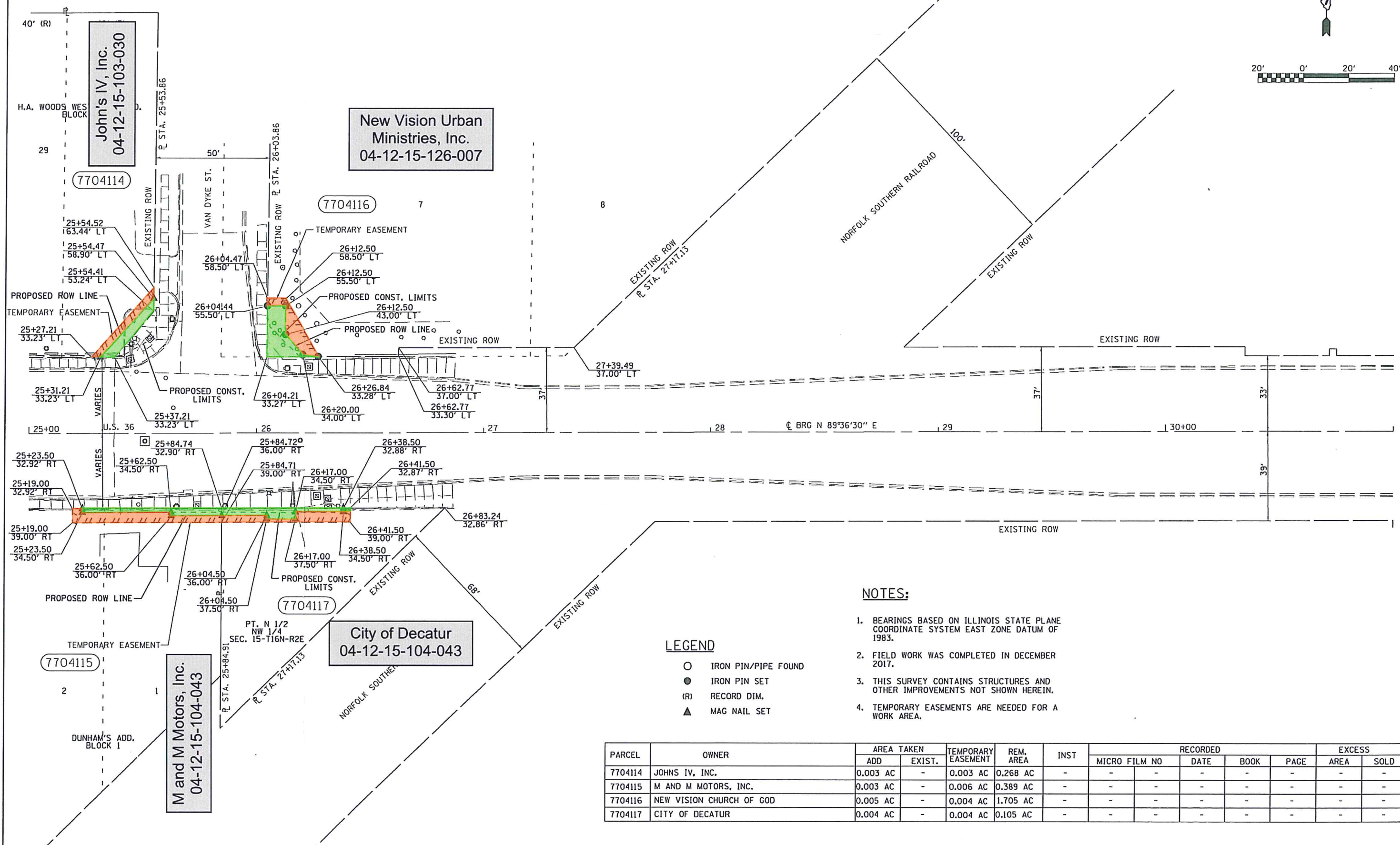
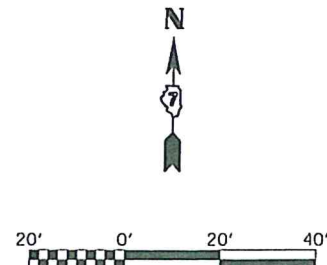
Date

Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future tax bills to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
400 West Wabash
Effingham, Illinois 62401-2699

SEC. 15 T.16N.-R.2E., 3RD P.M.



NOTES:

- 1. BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE DATUM OF 1983.
- 2. FIELD WORK WAS COMPLETED IN DECEMBER 2017.
- 3. THIS SURVEY CONTAINS STRUCTURES AND OTHER IMPROVEMENTS NOT SHOWN HEREIN.
- 4. TEMPORARY EASEMENTS ARE NEEDED FOR A WORK AREA.

LEGEND

- IRON PIN/PIPE FOUND
- IRON PIN SET
- (R) RECORD DIM.
- ▲ MAG NAIL SET

PARCEL	OWNER	AREA TAKEN		TEMPORARY EASEMENT	REM. AREA	INST	RECORDED					EXCESS	
		ADD	EXIST.				MICRO FILM NO		DATE	BOOK	PAGE	AREA	SOLD
7704114	JOHNS IV, INC.	0.003 AC	-	0.003 AC	0.268 AC	-	-	-	-	-	-	-	-
7704115	M AND M MOTORS, INC.	0.003 AC	-	0.006 AC	0.389 AC	-	-	-	-	-	-	-	-
7704116	NEW VISION CHURCH OF GOD	0.005 AC	-	0.004 AC	1.705 AC	-	-	-	-	-	-	-	-
7704117	CITY OF DECATUR	0.004 AC	-	0.004 AC	0.105 AC	-	-	-	-	-	-	-	-

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT ON
CITY PROPERTY LOCATED ON THE SOUTH SIDE OF ELDORADO STREET AT
VAN DYKE STREET TO THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES
PARCEL NO. 7704117**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the Temporary Construction Easement for Parcel No. 7704117, attached hereto as Exhibit A and made a part hereof, conveying the City of Decatur's interest in the following described real estate in Macon County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$300.00 is hereby, received, placed on file and approved.

A part of the North Half of the Northwest Quarter of Section 15, Township 16 North, Range 2 East of the 3rd Principal Meridian, being more particularly described as follows: Commencing at the Northeast corner of Lot 1 in Block 1 of Dunham's Addition to the City of Decatur as per Plat recorded in Book 149 Page 113 of the records in the Recorder's Office of Macon County, Illinois; thence South 00 degrees 05 minutes 33 seconds East (Bearings based on the Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 3.10 feet on the East line of said Lot 1 of Dunham's Addition to the Point of Beginning; thence North 89 degrees 36 minutes 30 seconds East a distance of 19.78 feet; thence South 00 degrees 23 minutes 30 seconds East a distance of 1.50 feet; thence North 89 degrees 36 minutes 30 seconds East a distance of 12.50 feet; thence North 00 degrees 23 minutes 30 seconds West a distance of 3.00 feet; thence North 89 degrees 36 minutes 30 seconds East a distance of 21.50 feet; thence North 00 degrees 23 minutes 30 seconds West a distance of

1.62 feet to the Southerly Right-of- Way line of West Eldorado Street; thence North 89 degrees 35 minutes 05 seconds East a distance of 3.00 feet on said Southerly Right-of-Way line; thence South 00 degrees 23 minutes 30 seconds East a distance of 6.13 feet; thence South 89 degrees 36 minutes 30 seconds West a distance of 56.79 feet to the East line of said Lot 1; thence North 00 degrees 05 minutes 33 seconds West a distance of 3.00 feet on said East line to the Point of Beginning, all in accordance with attached plat, containing 194 square feet, more or less.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Temporary Construction Easement, on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Exhibit A

Owner City of Decatur, an Illinois
municipal corporation
Address West Eldorado Street
Decatur, Illinois 62522
Route FAP 323 (US36)
County Macon
Job No. R-97-004-17
Parcel No.
P.I.N. No.
Section (13z, 13z-1)RS-3
Project No. Improvements to Eldorado Street
Station
Station
Contract No. 74702
Catalog No. ---

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

City of Decatur, an Illinois municipal corporation, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by _____, its _____, for and in consideration of Three Hundred and no/100's Dollars (\$300.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of a work area and other highway purposes, on, over, and through the following described real estate:

A part of the North Half of the Northwest Quarter of Section 15, Township 16 North, Range 2 East of the 3rd Principal Meridian, being more particularly described as follows: Commencing at the Northeast corner of Lot 1 in Block 1 of Dunham's Addition to the City of Decatur as per Plat recorded in Book 149 Page 113 of the records in the Recorder's Office of Macon County, Illinois; thence South 00 degrees 05 minutes 33 seconds East (Bearings based on the Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 3.10 feet on the East line of said Lot 1 of Dunham's Addition to the Point of Beginning; thence North 89 degrees 36 minutes 30 seconds East a distance of 19.78 feet; thence South 00 degrees 23 minutes 30 seconds East a distance of 1.50 feet; thence North 89 degrees 36 minutes 30 seconds East a distance of 12.50 feet; thence North 00 degrees 23 minutes 30 seconds West a distance of 3.00 feet; thence North 89 degrees 36 minutes 30 seconds East a distance of 21.50 feet; thence North 00 degrees 23 minutes 30 seconds West a distance of 1.62 feet to the Southerly Right-of- Way line of West Eldorado Street; thence North 89 degrees 35 minutes 05 seconds East a distance of 3.00 feet on said Southerly Right-of-Way line; thence South 00 degrees 23 minutes 30 seconds East a distance of 6.13 feet; thence South 89 degrees 36 minutes 30 seconds West a distance of 56.79 feet to the East line of said Lot 1; thence North 00 degrees 05 minutes 33 seconds

West a distance of 3.00 feet on said East line to the Point of Beginning, all in accordance with attached plat, containing 194 square feet, more or less.

situated in the County of Macon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate three years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2019.

Attest:

By: _____
Signature

Print Name and Title

City of Decatur, an Illinois municipal
corporation

Name of Governmental Entity

By: _____
Signature

Print Name and Title

State of Illinois)
County of Macon) ss
)

This instrument was acknowledged before me on _____, 2019, by
_____ and _____
of City of Decatur, an Illinois municipal corporation.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording return to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
400 West Wabash
Effingham, Illinois 62401-2699

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CONVEYANCE DOCUMENTS REGARDING THE
WARRANTY DEED AND TEMPORARY EASEMENT OF PARCEL NO. 7704117
LOCATED ON THE SOUTH SIDE OF ELDORADO STREET AT VAN DYKE STREET
FOR THE STATE OF ILLINOIS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the documents relating and necessary to conveying the Warranty Deed and Temporary Construction Easement (Parcel Number 7704117) on the south side of Eldorado Street at Van Dyke Street to the State of Illinois for highway purposes, specifically the Affidavit of Title, and Receipt of Conveyance Documents and Disbursement Statement, attached hereto and presented herewith as Exhibits 1 and 2, be placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute the attached Exhibits.

PRESENTED and ADOPTED this 17th day of June, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK



Illinois Department of Transportation

Affidavit of Title

Owner City of Decatur, an Illinois municipal corporation
 Address Adjacent to 901 West Eldorado Street
 Decatur, Illinois 62522
 Route FAP 323 (US36)
 Section (13z, 13z-1)RS-3
 County Macon
 Project Improvements to Eldorado Street
 Job No. R-97-004-17
 Parcel No. 7704117
 P.I.N. No. 04-12-15-104-023
 Station 25+84.91
 Station 27+17.13
 Catalog No. ---
 Contract No. 74702

State of Illinois)
) ss.
 County of Macon)

I, _____, _____, City of Decatur, an Illinois municipal corporation

being first duly sworn upon oath states as follows:

- Affiant has personal knowledge of the facts averred herein.
- ☐ There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

- This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
- The said premises described in Exhibit "A" are: (Check One)

☐ Vacant and unimproved
☒ Improved and

☐ Agricultural and unimproved

 - There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

☐ **Individual.** Individual **owner** of the property is: _____

☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

☒ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

☐ **Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

☐ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2019 .

By: _____
Signature

Print Name and Title if applicable

State of Illinois)
) ss
County of Macon)

This instrument was acknowledged before me on _____, 2019, by
_____ .

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

LEGAL DESCRIPTION

THAT PART OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION FIFTEEN (15), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST ELDORADO STREET WITH THE WEST LINE OF THE RIGHT OF WAY OF THE WABASH RAILWAY COMPANY, THENCE WEST NINETY-EIGHT AND ONE-HALF (98 1/2) FEET, THENCE SOUTH TO THE RIGHT OF WAY OF SAID RAILWAY COMPANY, THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON, IN THE STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 04-12-15-104-023

Exhibit A



Receipt of Conveyance Documents and
Disbursement Statement

Owner City of Decatur, an Illinois municipal corporation
Job No. R-97-004-17
Parcel No. 7704117

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- ☒ Warranty Deed covering (154 sf) 0.0035 acres
☐ Permanent Easement covering acres
☒ Temporary Construction Easement covering (194 sf) 0.0045 acres

all located in Macon County, Illinois as right of way for FAP Route 323 (US36), Section (13Z, 13Z-1)RS-3 dated _____, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of One Thousand Three Hundred and no/100's Dollars (\$1,300.00) to Grantor as total consideration for the deed and Three Hundred and no/100's Dollars (\$300.00) to Grantor as total consideration for the temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows:
3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
City of Decatur, an Illinois municipal corporation			\$1,600.00
			\$
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

**Attach a current W-9 form for each TIN/FEIN/SSN.

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: _____

Grantor: City of Decatur, an Illinois municipal corporation

Signature

Signature

Print Name (and Title, if applicable)

Print Name (and Title, if applicable)

Signature

Signature

Print Name (and Title, if applicable)

Print Name (and Title, if applicable)

Date: _____

Grantee:

The People of the State of Illinois, Department of Transportation

for State of Illinois, Department of Transportation

Public Works

DATE: 6/3/2019

MEMO: 2019-47

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:

Ordinance Authorizing the Conveyance of City Property Located on the North West Corner of Eldorado Street and Fairview Avenue to the State of Illinois for Highway Purposes, Parcel No. 7704105

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the following:

1. Ordinance authorizing the sale of 180 square feet of City property located on the northwest corner of Eldorado Street and Fairview Avenue to the State of Illinois for the sum of \$800.
2. Ordinance authorizing a 243 square foot Temporary Construction Easement located on the northwest corner of Eldorado Street and Fairview Avenue to the State of Illinois for the sum of \$300.
3. Resolution Authorizing the Mayor to sign the following documents associated with the conveyance of City property and Temporary Construction Easement:
 1. Affidavit of Title.
 2. Receipt of Conveyance Documents and Disbursement Statement.

BACKGROUND:

As discussed and acted upon at the April 15, 2019, City Council meeting, the Illinois Department of Transportation (IDOT) intends to complete a major street improvement along Eldorado Street between Fairview Avenue and Church Street. The work is to include the installation of sidewalk ramps for accessibility, improving traffic signals along the route and milling off the existing pavement and overlaying the road with new asphalt.

The sidewalk ramp work IDOT will be doing as part of the project requires the purchase of small tracts of property at many of the intersections within the project. The City owns property on the northwest corner of Eldorado Street and Fairview Avenue for Fire Station No. 3 as shown on the attached property map. IDOT proposes to purchase 180 square feet of property along with a 243 square foot temporary construction easement for the construction of an accessible sidewalk ramp.

LEGAL REVIEW: The Legal Department has reviewed warranty deed, the temporary construction easement and associated documents.

PRIOR COUNCIL ACTION:

April 15, 2019 – City Council approved Resolution No. R2019-57 appropriating \$61,800 in State Motor Fuel Tax Funds to pay for the traffic signal and street light work outlined in the City-State Agreement for improvements to Eldorado Street between Church Street and Fairview Avenue.

April 15, 2019 – City Council approved Ordinance No. 2019-16 regulating encroachments on the public right-of-way within the project limits.

April 15, 2019 – City Council approved Resolution No. R2019-58 authorizing the Mayor to approve the plans and specifications for the City’s portion of the work and attendant maintenance obligations.

April 15, 2019 – City Council approved Resolution No. R2019-59 authorizing an agreement with the State of Illinois for improvements to Eldorado Street from Fairview Avenue to Church Street. The Agreement is for \$85,950 with a provision to provide any additional funds necessary to cover the actual costs.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES: The Illinois Department of Transportation.

STAFF REFERENCE: Matt Newell, Public Works Director. Matt will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: The Illinois Department of Transportation will pay the city \$1,100.00 which is the property value for the right of way and the easement.

ATTACHMENTS:

Description	Type
Ordinance Authorizing the Conveyance of City Property Located on the North West Corner of Eldorado Street and Fairview Avenue	Ordinance
Right-of-way Plat Map	Backup Material
Location Plat Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY PROPERTY LOCATED
ON THE NORTH WEST CORNER OF ELDORADO STREET AND FAIRVIEW
AVENUE TO THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES
PARCEL NO. 7704105**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the Warranty Deed for Parcel No. 7704105, attached hereto as Exhibit A and made a part hereof, conveying the City of Decatur's interest in the following described real estate in Macon County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$800.00 is hereby, received, placed on file and approved.

A part of Lot One (1) in Block Three (3) of Fairview Place, an addition to the City of Decatur, Illinois as per Plat recorded in Book 149 Page 615 of the records in the office of the Recorder of Macon County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of said Lot 1; thence South 88 degrees 55 minutes 05 seconds West (Bearings based on the Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 14.75 feet to the Point of Beginning, said point being on the Northerly Right-of-Way line of West Eldorado Street; thence continuing South 88 degrees 55 minutes 05 seconds West a distance of 13.01 feet on said Northerly Right-of-Way line; thence North 60 degrees 39 minutes 19 seconds East a distance of 17.57 feet; thence North 31 degrees 23 minutes 42 seconds East a distance of 23.63 feet to the Westerly Right-of-Way line of Fairview Avenue; thence South 00 degrees 15 minutes 45 seconds East a distance of 13.18 feet on said Westerly Right-of-Way line; thence

South 43 degrees 42 minutes 44 seconds West a distance of 21.24 feet on said Westerly Right-of-Way line to the Point of Beginning, all in accordance with attached plat, containing 180 square feet, more or less.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Warranty Deed, on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Exhibit A

Owner City of Decatur, an Illinois
municipal corporatoin
Address 1318 West Eldorado Street
Decatur, Illinois 62522
Route FAP 323 (US36)
County Macon
Job No. R-97-004-17
Parcel No. 7704105
P.I.N. No. 04-12-16-203-022
Section (13z, 13z-1)RS-3
Project No. Improvements to Eldorado Street
Station 40+66.37
Station 42+16.34
Contract No. 74702
Catalog No. ---

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

City of Decatur, an Illinois municipal corporatoin, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of Eight Hundred and no/100's Dollars (\$800.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 , grants, conveys, and warrants to the People of the State of Illinois, Department of Transportation, (Grantee), the following described real estate in Macon County, Illinois:

A part of Lot One (1) in Block Three (3) of Fairview Place, an addition to the City of Decatur, Illinois as per Plat recorded in Book 149 Page 615 of the records in the office of the Recorder of Macon County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of said Lot 1; thence South 88 degrees 55 minutes 05 seconds West (Bearings based on the Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 14.75 feet to the Point of Beginning, said point being on the Northerly Right-of-Way line of West Eldorado Street; thence continuing South 88 degrees 55 minutes 05 seconds West a distance of 13.01 feet on said Northerly Right-of-Way line; thence North 60 degrees 39 minutes 19 seconds East a distance of 17.57 feet; thence North 31 degrees 23 minutes 42 seconds East a distance of 23.63 feet to the Westerly Right-of-Way line of Fairview Avenue; thence South 00 degrees 15 minutes 45 seconds East a distance of 13.18 feet on said Westerly Right-of-Way line; thence South 43 degrees 42 minutes 44 seconds West a distance of 21.24 feet on said Westerly Right-of-Way line to the Point of Beginning, all in accordance with attached plat, containing 180 square feet, more or less.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 2019.

City of Decatur, an Illinois municipal
corporation

Name of Governmental Entity

By: _____

Signature

ATTEST:

By: _____

Signature

Print Name and Title

Print Name and Title

State of Illinois)
County of Macon) ss

This instrument was acknowledged before me on _____, 2019, by
_____, as _____
and _____, as _____
of City of Decatur, an Illinois municipal corporation _____, a governmental entity
organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

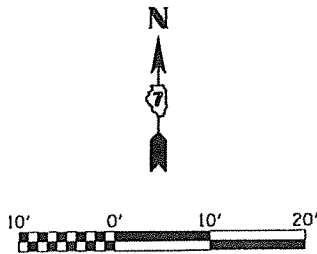
Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future tax bills to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
400 West Wabash
Effingham, Illinois 62401-2699

RIGHT-OF-WAY PLAT

A PART OF LOT ONE (1) IN BLOCK THREE (3) OF FAIRVIEW PLACE,
AN ADDITION TO THE CITY OF DECATUR, MACON COUNTY, ILLINOIS



PARCEL NO. 7704105
TOTAL R.O.W. = ±180 SQ. FT.
TOTAL T.E. = ±243 SQ. FT.

NOTES:

- 1. BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE DATUM OF 1983.
- 2. FIELD WORK WAS COMPLETED IN DECEMBER 2017.
- 3. THIS SURVEY CONTAINS STRUCTURES AND OTHER IMPROVEMENTS NOT SHOWN HEREIN.
- 4. TEMPORARY EASEMENTS ARE NEEDED FOR A WORK AREA.

EXIST. CURVE C21
PI STA. = 41+80.37
Δ = 0° 43' 17" (RT)
D = 0° 21' 45"
R = 15,805.43'
T = 99.49'
L = 198.98'
E = 0.31'
P.C. STA. = 40+80.88
P.T. STA. = 42+79.86

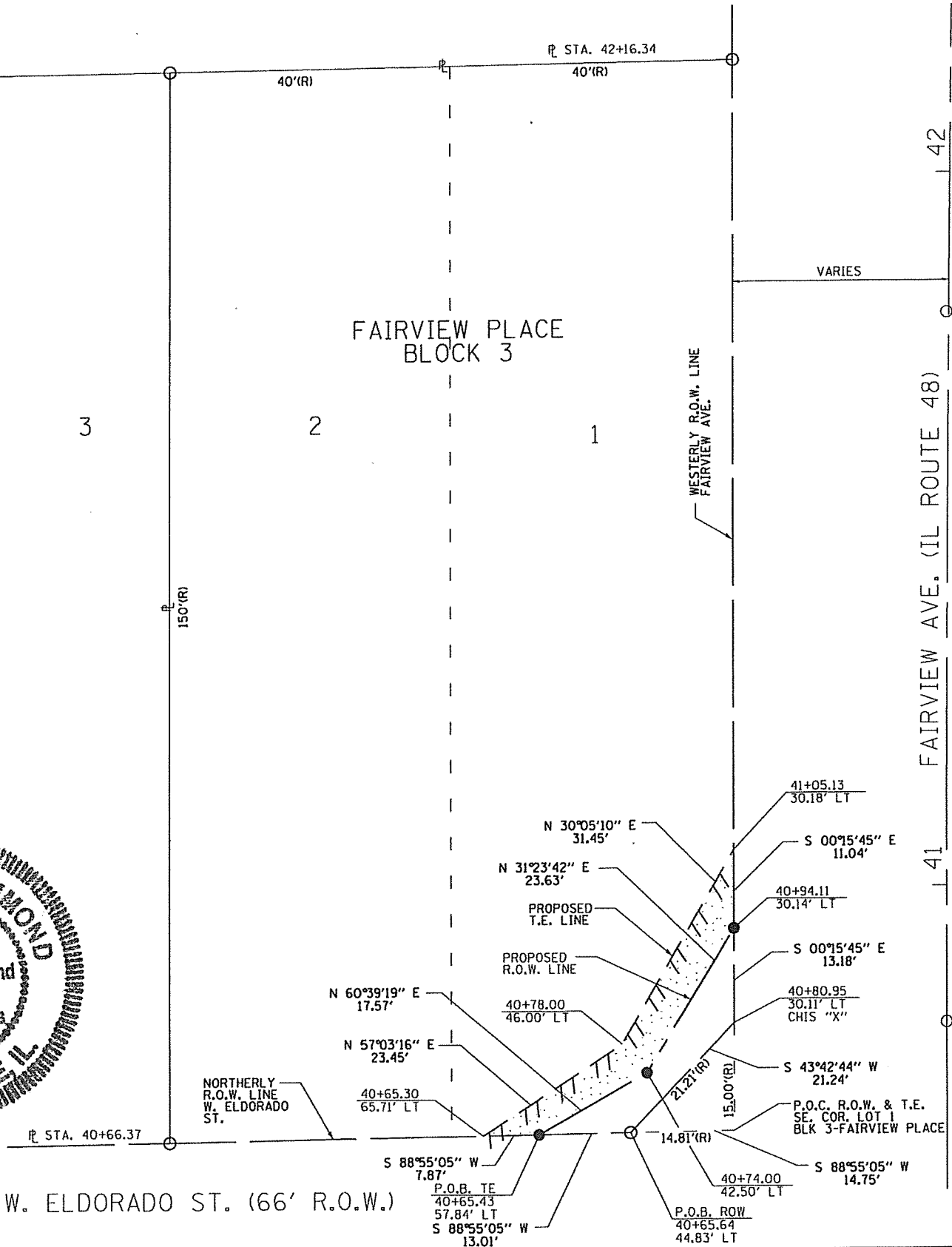
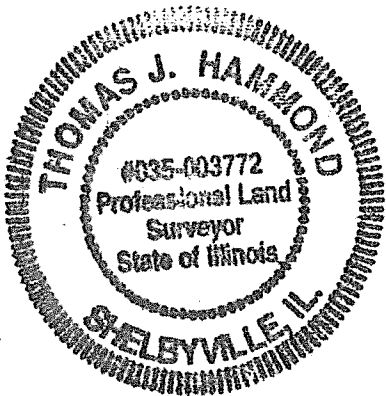
LEGEND

- IRON PIN/PIPE FOUND
- IRON PIN SET
- (R) RECORD DIM.
- ▨ T.E.
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

SURVEYORS CERTIFICATE

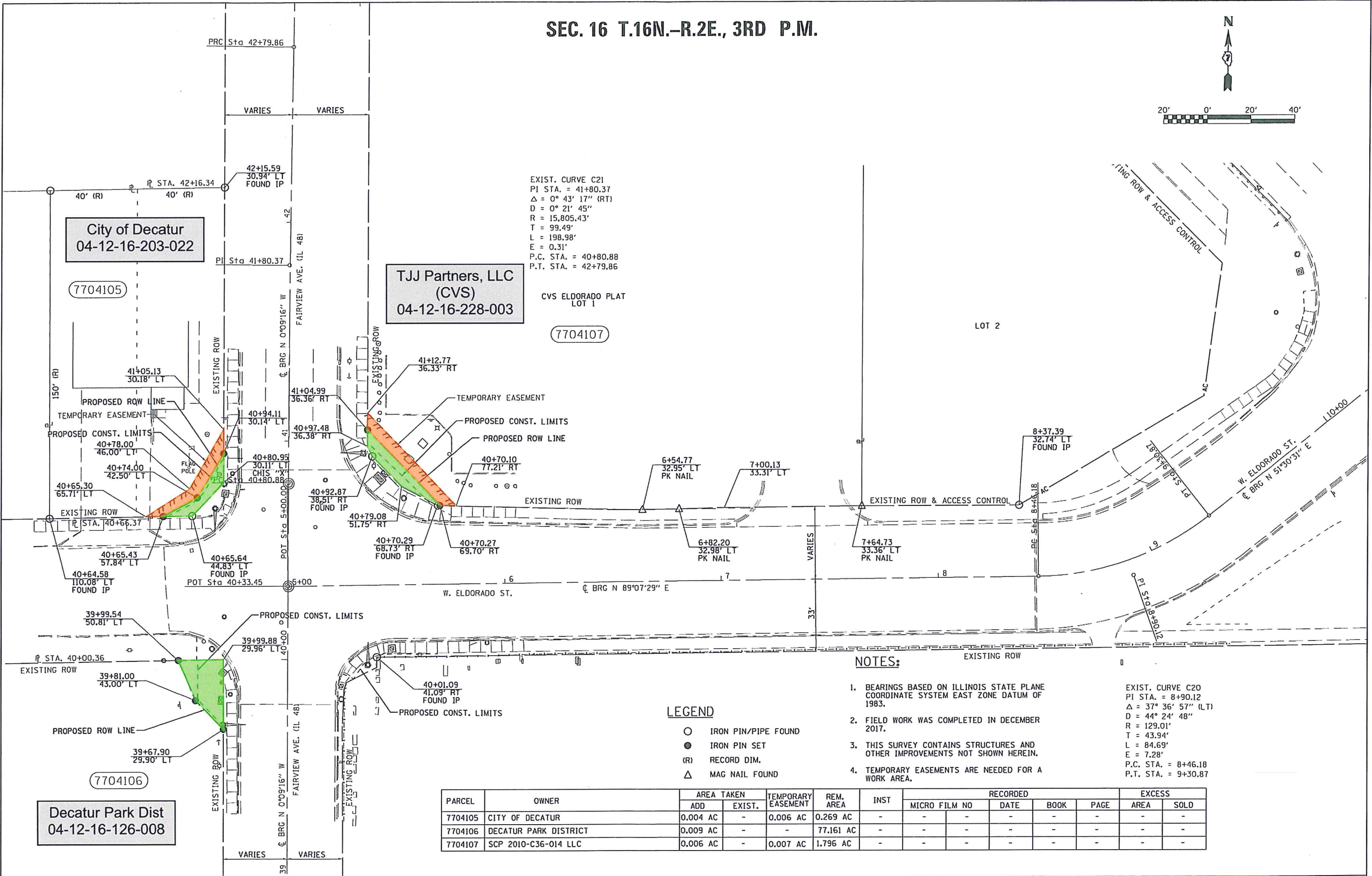
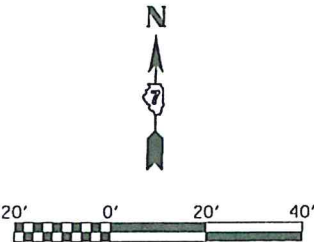
I, THOMAS J. HAMMOND, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3772, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND, UNDER MY DIRECT SUPERVISION, IN THE MONTH OF DECEMBER 2017. ALL MONUMENTS HAVE BEEN SET OR FOUND AS INDICATED ON THIS PLAT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE THIS 24TH DAY OF JULY 2018 A.D.
PREPARED BY: *[Signature]*
THOMAS J. HAMMOND I.P.L.S. #3772
LICENSE EXPIRES NOV. 30, 2018



FILE NAME =	USER NAME = \$USER\$	DESIGNED - TJH	REVISED -	Page 755 of 787	FAP ROUTE 323	SECTION 16	COUNTY MACON	JOB# R-97-004-17
*FILE#		DRAWN - BWC	REVISED -	ILLINOIS DEPARTMENT OF TRANSPORTATION	SEC (132, 132-1) RS-3	T 16N, R 2E OF 3RD P.M.	PROJECT#	
		CHECKED - RJC	REVISED -	RIGHT-OF-WAY PLAT	SCALE: 1" = 20'	SHEET NO. 1 OF 1 SHEETS	STA 40+66.37 TO STA 42+16.34	CONTRACT NO. 74702
		DATE - 5-22-18	REVISED -					

SEC. 16 T.16N.-R.2E., 3RD P.M.



EXIST. CURVE C21
PI STA. = 41+80.37
 $\Delta = 0^\circ 43' 17''$ (RT)
D = 0° 21' 45"
R = 15,805.43'
T = 99.49'
L = 198.98'
E = 0.31'
P.C. STA. = 40+80.88
P.T. STA. = 42+79.86

CVS ELDORADO PLAT
LOT 1

LOT 2

NOTES:

1. BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE DATUM OF 1983.
2. FIELD WORK WAS COMPLETED IN DECEMBER 2017.
3. THIS SURVEY CONTAINS STRUCTURES AND OTHER IMPROVEMENTS NOT SHOWN HEREIN.
4. TEMPORARY EASEMENTS ARE NEEDED FOR A WORK AREA.

EXIST. CURVE C20
PI STA. = 8+90.12
 $\Delta = 37^\circ 36' 57''$ (LT)
D = 44° 24' 48"
R = 129.01'
T = 43.94'
L = 84.69'
E = 7.28'
P.C. STA. = 8+46.18
P.T. STA. = 9+30.87

LEGEND

- IRON PIN/PIPE FOUND
- IRON PIN SET
- (R) RECORD DIM.
- △ MAG NAIL FOUND

PARCEL	OWNER	AREA TAKEN		TEMPORARY EASEMENT	REM. AREA	INST	RECORDED				EXCESS	
		ADD	EXIST.				MICRO FILM NO	DATE	BOOK	PAGE	AREA	SOLD
7704105	CITY OF DECATUR	0.004 AC	-	0.006 AC	0.269 AC	-	-	-	-	-	-	-
7704106	DECATUR PARK DISTRICT	0.009 AC	-	-	77.161 AC	-	-	-	-	-	-	-
7704107	SCP 2010-C36-014 LLC	0.006 AC	-	0.007 AC	1.796 AC	-	-	-	-	-	-	-

Decatur Park Dist
04-12-16-126-008

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT ON
CITY PROPERTY LOCATED ON THE NORTH WEST CORNER OF ELDORADO
STREET AND FAIRVIEW AVENUE TO THE STATE OF ILLINOIS FOR HIGHWAY
PURPOSES, PARCEL NO. 7704105**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the Temporary Construction Easement on Parcel No. 7704105, attached hereto as Exhibit A and made a part hereof, conveying the City of Decatur's interest in the following described real estate in Macon County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$300.00 is hereby, received, placed on file and approved.

A part of Lot One (1) in Block Three (3) of Fairview Place, an addition to the City of Decatur, Illinois as per Plat recorded in Book 149 Page 615 of the records in the office of the Recorder of Macon County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of said Lot 1; thence South 88 degrees 55 minutes 05 seconds West (Bearings based on the Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 27.76 feet to the Point of Beginning, said point being on the Northerly Right-of-Way line of West Eldorado Street; thence continuing South 88 degrees 55 minutes 05 seconds West a distance of 7.87 feet; thence North 57 degrees 03 minutes 16 seconds East a distance of 23.45 feet; thence North 30 degrees 05 minutes 10 seconds East a distance of 31.45 feet to the Westerly Right-of-Way line of Fairview Avenue; thence South 00 degrees 15 minutes 45 seconds East a distance of 11.04 feet on said Westerly Right-of-Way line; thence South 31 degrees 23 minutes 42 seconds West a distance of 23.63 feet; thence South 60 degrees 39 minutes 19 seconds West a distance of 17.57 feet to the Point of Beginning, all in accordance with

attached plat, containing 243 square feet, more or less.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Temporary Construction Easement, on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of June, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Exhibit A

Owner City of Decatur, an Illinois
municipal corporation
Address West Eldorado Street
Decatur, Illinois 62522
Route FAP 323 (US36)
County Macon
Job No. R-97-004-17
Parcel No. 7704105
P.I.N. No. 04-12-16-203-022
Section (13z, 13z-1)RS-3
Project No. Improvements to Eldorado Street
Station 40+66.37
Station 42+16.34
Contract No. 74702
Catalog No. ---

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

City of Decatur, an Illinois municipal corporation, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by _____, its _____, for and in consideration of Three Hundred and no/100's Dollars (\$300.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of reconstructing public sidewalks for ADA compliance and other highway purposes, on, over, and through the following described real estate:

A part of Lot One (1) in Block Three (3) of Fairview Place, an addition to the City of Decatur, Illinois as per Plat recorded in Book 149 Page 615 of the records in the office of the Recorder of Macon County, Illinois, being more particularly described as follows: Commencing at the Southeast corner of said Lot 1; thence South 88 degrees 55 minutes 05 seconds West (Bearings based on the Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 27.76 feet to the Point of Beginning, said point being on the Northerly Right-of-Way line of West Eldorado Street; thence continuing South 88 degrees 55 minutes 05 seconds West a distance of 7.87 feet; thence North 57 degrees 03 minutes 16 seconds East a distance of

23.45 feet; thence North 30 degrees 05 minutes 10 seconds East a distance of 31.45 feet to the Westerly Right-of-Way line of Fairview Avenue; thence South 00 degrees 15 minutes 45 seconds East a distance of 11.04 feet on said Westerly Right-of-Way line; thence South 31 degrees 23 minutes 42 seconds West a distance of 23.63 feet; thence South 60 degrees 39 minutes 19 seconds West a distance of 17.57 feet to the Point of Beginning, all in accordance with attached plat, containing 243 square feet, more or less.

situated in the County of Macon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate three years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2019.

Attest:

City of Decatur, an Illinois municipal
corporation

Name of Governmental Entity

By: _____
Signature

By: _____
Signature

Print Name and Title

Print Name and Title

State of Illinois)
County of Macon) ss
)

This instrument was acknowledged before me on _____, 2019, by
_____ and _____
of _____.

(SEAL)

Notary Public

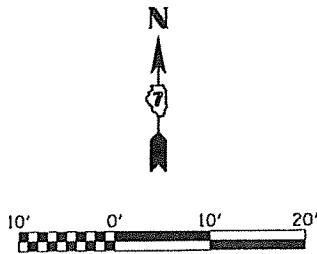
My Commission Expires: _____

This instrument was prepared by and after
recording return to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
400 West Wabash
Effingham, Illinois 62401-2699

RIGHT-OF-WAY PLAT

A PART OF LOT ONE (1) IN BLOCK THREE (3) OF FAIRVIEW PLACE,
AN ADDITION TO THE CITY OF DECATUR, MACON COUNTY, ILLINOIS



PARCEL NO. 7704105
TOTAL R.O.W. = ±180 SQ. FT.
TOTAL T.E. = ±243 SQ. FT.

NOTES:

- 1. BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE DATUM OF 1983.
- 2. FIELD WORK WAS COMPLETED IN DECEMBER 2017.
- 3. THIS SURVEY CONTAINS STRUCTURES AND OTHER IMPROVEMENTS NOT SHOWN HEREIN.
- 4. TEMPORARY EASEMENTS ARE NEEDED FOR A WORK AREA.

EXIST. CURVE C21
PI STA. = 41+80.37
Δ = 0° 43' 17" (RT)
D = 0° 21' 45"
R = 15,805.43'
T = 99.49'
L = 198.98'
E = 0.31'
P.C. STA. = 40+80.88
P.T. STA. = 42+79.86

LEGEND

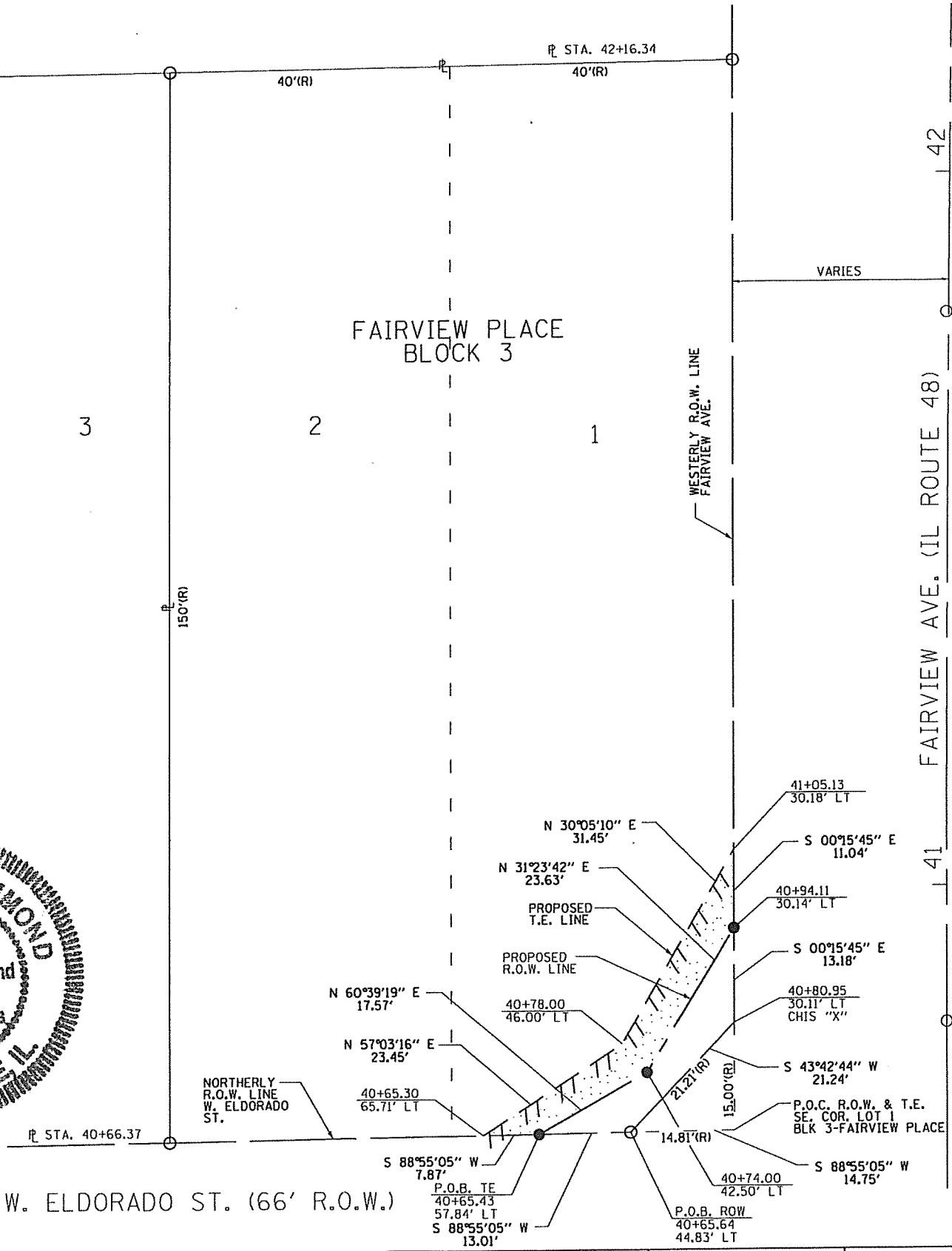
- IRON PIN/PIPE FOUND
- IRON PIN SET
- (R) RECORD DIM.
- ▨ T.E.
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

SURVEYORS CERTIFICATE

I, THOMAS J. HAMMOND, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3772, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND, UNDER MY DIRECT SUPERVISION, IN THE MONTH OF DECEMBER 2017. ALL MONUMENTS HAVE BEEN SET OR FOUND AS INDICATED ON THIS PLAT. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE THIS 24TH DAY OF JULY 2018 A.D.

PREPARED BY: THOMAS J. HAMMOND I.P.L.S. #3772
LICENSE EXPIRES NOV. 30, 2018



FILE NAME =	USER NAME = \$USER\$	DESIGNED - TJH	REVISED -	Page 762 of 787	FAP ROUTE 323	SECTION 16	COUNTY MACON	JOB# R-97-004-17
*FILE#		DRAWN - BWC	REVISED -	ILLINOIS DEPARTMENT OF TRANSPORTATION	SEC (132, 132-1) RS-3	T 16N, R 2E OF 3RD P.M.	PROJECT#	
		CHECKED - RJC	REVISED -	RIGHT-OF-WAY PLAT	SCALE: 1" = 20'	SHEET NO. 1 OF 1 SHEETS	STA 40+66.37 TO STA 42+16.34	CONTRACT NO. 74702
		DATE - 5-22-18	REVISED -					

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CONVEYANCE DOCUMENTS REGARDING THE
WARRANTY DEED AND TEMPORARY EASEMENT OF PARCEL NO. 7704105
LOCATED ON THE NORTHWEST CORNER OF ELDORADO STREET AND
FAIRVEIW AVENUE FOR THE STATE OF ILLINOIS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the documents relating and necessary to conveying the Warranty Deed and Temporary Construction Easement (Parcel Number 7704105) on the northwest corner of Eldorado Street and Fairview Avenue to the State of Illinois for highway purposes, specifically the Affidavit of Title, and Receipt of Conveyance Documents and Disbursement Statement, attached hereto and presented herewith as Exhibits 1 and 2, be placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute the attached Exhibits.

PRESENTED and ADOPTED this 17th day of June, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK



Illinois Department of Transportation

Affidavit of Title

Owner City of Decatur, an Illinois municipal corporation
 Address 1318 West Eldorado Street
 Decatur, Illinois 62522
 Route FAP 323 (US36)
 Section (13z, 13z-1)RS-3
 County Macon
 Project Improvements to Eldorado Street
 Job No. R-97-004-17
 Parcel No. 7704105
 P.I.N. No. 04-12-16-203-022
 Station 40+66.37
 Station 42+16.34
 Catalog No. ---
 Contract No. 74702

State of Illinois)
) ss.
 County of Macon)

I, Julie Moore Wolfe, Mayor, City of Decatur, Illinois

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. ☐ There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- ☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 - ☒ Vacant and unimproved ☐ Agricultural and unimproved
 - ☐ Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

☐ **Individual.** Individual owner of the property is: _____

☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

☒ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

☐ **Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

☐ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2019 .

By: _____
Signature

Julie Moore Wolfe, Mayor

Print Name and Title if applicable

State of Illinois)
) ss
County of Macon)

This instrument was acknowledged before me on _____, 2019, by
Julie Moore Wolfe _____ .

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

LEGAL DESCRIPTION

LOT ONE (1) AND TWO (2) IN BLOCK THREE (3) OF FAIRVIEW PLACE,
AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT
RECORDED IN BOOK 149 P. 615 OF THE RECORDS IN THE OFFICE OF
THE RECORDER OF MACON COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 04-12-16-203-022

Exhibit A



**Illinois Department
of Transportation**

Exhibit 2

**Receipt of Conveyance Documents and
Disbursement Statement**

Owner City of Decatur, an Illinois municipal corporation
Job No. R-97-004-17
Parcel No. 7704105

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- ☒ Warranty Deed covering (180 sf) 0.004 acres
☐ Permanent Easement covering _____ acres
☒ Temporary Construction Easement covering (243 sf) 0.0056 acres

all located in Macon County, Illinois as right of way for FAP Route 323 (US36), Section (13Z, 13Z-1)RS3 dated _____, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Eight Hundred and no/100's Dollars (\$800.00) to Grantor as total consideration for the deed, and the payment of the sum of Three Hundred and no/100's Dollars (\$300.00) to Grantor as total consideration for the Temporary Construction Easement by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows:
3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
City of Decatur, an Illinois municipal corporation			\$1,100.00
			\$
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: _____

Grantor:

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: _____

Grantee:

The People of the State of Illinois, Department of Transportation

for State of Illinois, Department of Transportation

City Clerk

DATE: 6/10/2019

MEMO: 2019-06

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: City Manager Scot Wrighton

SUBJECT: Monthly Reports for May, 2019

ATTACHMENTS:

Description	Type
Economic Community Development, May, 2019	Cover Memo
Fire, May, 2019	Cover Memo
Police, May, 2019	Cover Memo
Public Works, May, 2019	Cover Memo
IT, May, 2019	Cover Memo

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
MONTHLY REPORT
(MAY, 2019)**

ECONOMIC DEVELOPMENT DIVISION

Staff had 13 new and separate inquiries in May for possible projects with 4 meetings related specifically to ongoing initiatives. We have ongoing Economic Development projects both in the planning stage and under way. As of last week, there were 961 job listings in the Decatur, Illinois area on [indeed.com](https://www.indeed.com), one of the leading national job search sites. DMH led the way with 97 jobs, Casey's General Store with 89 jobs, Steak and Shake with 29 jobs, and Dollar General with 27 jobs. May Central Illinois region job numbers from the Illinois Department of Employment Security show there are 6237 jobs available with 1046 jobs in the Healthcare field, 939 jobs in Sales, 581 in the administrative field, 475 jobs in the food handling business, and 418 jobs in the transportation field. HSHS Medical Group led the way with 416 jobs, State of Illinois with 212 jobs, HSHS hospitals with 136 jobs, DMH with 97 Jobs, and ADM with 85 jobs.

PLANNING AND SUSTAINABILITY DIVISION

Staff typically process site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances. In May, staff in conjunction with other city departments reviewed eighteen (18) submittals which included thirteen (13) site plan and five (5) Final Plats including revisions. Additionally, staff processed four (4) Plan Commission cases and one (1) Zoning Board of Appeals case. Also, staff researched one FIOA, and worked on correspondences related to zoning verification and lighting for a commercial property in coordination with Ameren. In addition, staff and other community revitalization team members conducted neighborhood survey for data collection.

For the Decatur Urbanized Area Transportation Study (DUATS), staff worked on the Long-Range Transportation Plan (LRTP) update, started working on the Third Quarterly Report to IDOT, prepared for the joint Technical and Policy Committee meeting and other DUATS administrative items. The FY 2020 Unified Work Program (UWP) was approved and forwarded to IDOT.

BUILDING INSPECTIONS DIVISION

For May, we issued a total of 115 permits with a total work value of \$2,646,517. Of those, we had two (2) permits each with a value of over \$200,000 (Family Dollar Store remodel - former Walgreen's at N. Water Street and E. Grand Ave., & Ameren Operating Center interior renovation).

PERMIT TYPE	# ISSUED	WORK VALUE
Building	35	\$2,293,902
Demolition	8	84,607
Electrical	6	10,870

Mechanical	21	134,948
Other	25	64,258
Plumbing	15	17,432
Sign	5	40,500
Tent	0	0
TOTAL	115	\$2,646,517

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections continue on delinquent accounts.
- Staff continued to qualify homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab, infrastructure projects and potential replacement projects.
- To date, the CDBG expenditures have provided 100% benefit to low/mod during the 2018 program year. CDBG Planning and Administrative expenditures at the end of January are at 17.63%, within the requirements of the HUD CDBG regulations.
- Staff worked with HUD staff on outstanding issues: 70% low-mod benefit, conflict of interest, annual reporting/submittals and other requests.
- New agreements were signed with Old King Orchard Community Center (OKOCC) and Project Read Plus/Richland Community College (PRP/RCC) related to the CDBG public service program.
- Staff continued working with the Engineering Department on the CDBG Sidewalk project.
- Staff met with the National Night Out committee to continue plans for this year's event on August 6th.
- Staff has prepared the 2019 draft Action Plan (AP). Surveys will be made available to agencies and residents, pending approval of the surveys. The public was given notice of upcoming comments periods for the Draft 2019 Action Plan and the Draft 2018 Consolidated Annual Performance Evaluation Report (CAPER).
- The draft 2019 AP was put on file for public review May 30th with a scheduled public meeting on June 6. The Draft CAPER will be on file from June 17 through July 5, 2019. The public meeting is scheduled for June 20, 2019, at noon, in the City Council Chambers.
- Staff participated in data collection for neighborhood survey for the Community Revitalization Initiative.
- Staff continued to plan for 2019 citywide cleanup events. The first event is scheduled for June 22, 2019 morning.
- Staff continued receiving applications for the 2018-19 Emergency program. Residents with "life threatening" residential issues can receive assistance if they meet CDBG guidelines.
- Staff attended meetings with outside agencies and various committees.

MASS TRANSIT DIVISION

- Transit has advertised for bids for vending machine concessions and have received two bids.
- Transit has completed an Invitation for Bids for the tire lease, and will be published in early June.
- Transit has placed an order for a portion of the security cameras and is in the process of arranging installation.
- Staff went to the Gillig plant going over the specs and items for the new buses ordered.
- Staff has been working on the FY19 Federal Operating Grant.
- Staff submitted additional information for the NTD, National Transit Data Base.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during May.

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
MAY 2019**

NEW CASES	
Health & Safety (72 Hour)	73
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	53
No Garbage Service	7
Nuisance	117
Secure of Abandoned Buildings	11
Weeds	1101
TOTAL	1362

RE-INSPECTION VISITS	
Code Enforcement	553
Weeds	599
TOTAL	1152

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	41
Weeds	379

WEED ABATEMENT	
City Mowed - MCT lots	1
Owner Mowed	76
MCT Lots - Contractor Mowed	521
TOTAL	598

DEMOLITIONS	
New Cases	7
Sent to Legal	4
Sent to Council	0
Out to Bid	0
Contracts Granted	0
Contract Amount	0.00
Permits Issued	0
Permits Finaled	0
Active Demolitions	183

GARBAGE SERVICE COMPLAINTS	
Received	2

INVOICES*	
New Invoices	202
Dollar Amount	\$40,278.68

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	\$450.00

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT
MEMORANDUM
19-07

June 7, 2019

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – May 2019

The fire department responded to 1036 alarms in May. To date, the department has responded to 4517 alarms in 2019. At this point in 2018, the department had responded to 4658 alarms. The department is monitoring how effective the Emergency Medical Dispatching system is performing. The fire station remodel project is almost finished. Once the emergency generators are acceptance tested and a few other small items, the project will be complete. The new station five is progressing slowly, and the staff is meeting with the contractors and architects about the completion date.

Training Division:

During May 2019, Decatur Fire Department members participated in various training exercises. Every May, companies test all fire apparatus hose. The duties are divided between the three battalions, with each battalion being assigned to a different size of hose each year. The sizes of hose are 1 3/4" & 2 1/2" hand (attack) lines, and 5" supply line. The hose is pressure tested by NFPA Standards, and sections that fail the test are either repaired or replaced. Once all sections pass pressure testing, they are drained and reloaded. Different companies test reserve apparatus hose on a rotating schedule.

The DFD Prevention and Education Bureau participated in a 'Smoke Detector Blitz' sponsored in part by the American Red Cross and Ameren Illinois. The latest 10-year life span detectors were distributed and installed in lower-income areas of the city by volunteers from the Red Cross and Ameren Illinois, as well as DFD Fire Prevention members, D/C Kline, and in-service fire companies. Areas targeted for the detector installations are based on locations of previous fire fatalities, injuries, or close calls.

DFD Fire Companies, DAS units, and DPD members participated in an extrication demonstration on the grounds of St Teresa High School. This demonstration involved the extrication and patient packaging of students in a mock accident, stressing the importance of not drinking and driving, as well as not driving while distracted.

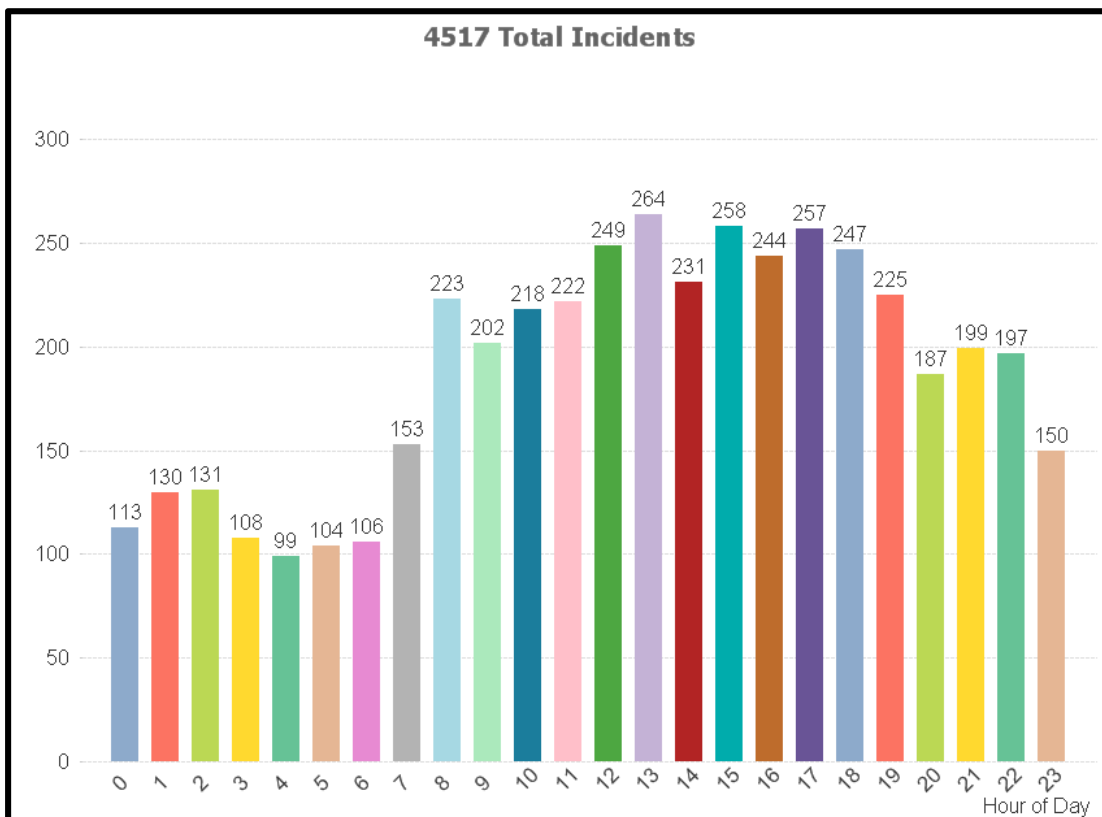
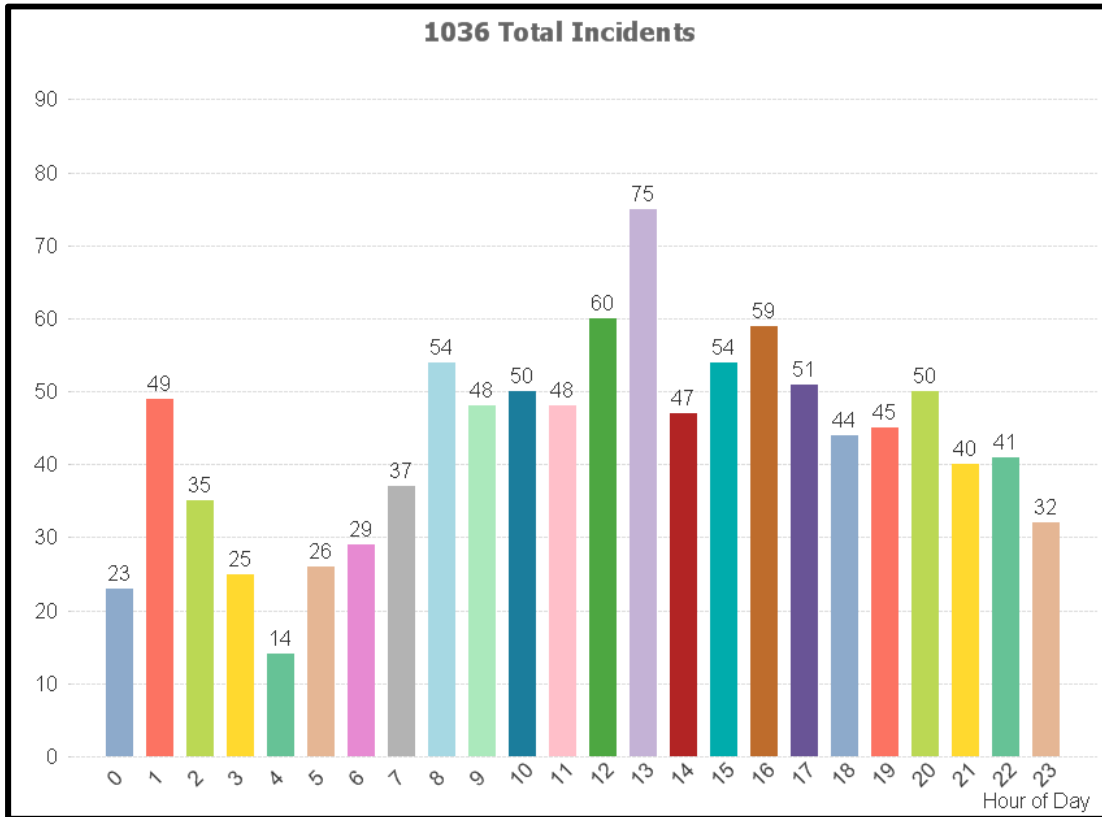
DFD members also performed Forcible Entry Training at the DFD Regional Training Center. This training consisted of training on the various techniques in forcing a door using 'The Humbler' forcible entry door, as well as cutting rebar from the window bar simulator with a DFD K12 Rescue Saw.

Members also completed EMS training using the Target Solutions training site and participated in numerous other training as is done daily, especially in probationary member training.

Fire Prevention Division:

The Fire Prevention Division investigated (15) fires; (3) ruled as Incendiary, (6) ruled as Accidental, (6) were Undetermined and (1) was a juvenile involved fire. They also completed (13) key box installations & removals; (16) Smoke and Carbon Monoxide detector installations; (12) plan reviews.

Fire Prevention conducted (8) Fire Safety class to the public; (2) Juvenile Fire-Setter interviews; (151) business inspections, which included (142) liquor licenses; (3) consultations to the public; (1) fireworks safety class and issued (3) fireworks permits. They also attended Traffic and Parking Commission, the Technical Review Committee, and LEPC planning meetings.



DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton**

FROM: Shane Brandel, Acting Chief of Police

RE: May 2019 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 162 authorized sworn police positions. At the end of May 2019, staffing was at 151. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	2
Police Lieutenant	4	4	4
Police Sergeant	17	17	17
Police Patrol Officer	137	128	127
TOTAL	162	153 (Plus over-hire)	151

Civilian-Non Sworn Police Staffing: 10

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	2	2	2
Records Supervisor	1	1	1
Parking Enforcement	2	2	2
Part-time FOIA Officer	2	2	2
Total	10	10	10

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	4	18
Directed Patrols	48	203
Active Problem Oriented Policing Projects	1	1
Completed Problem Oriented Policing Projects	0	0
Parking Citations	45	504
Criminal Arrests	427	2005
Felony Drug Arrests	41	137
Firearms Seized	13	32
Traffic Citations	835	3271
Field Interviews	48	343
Written Warnings	316	1817
Calls for Service/CAD incidents	5245	21852
Unlawful use of Motor Vehicle tows	153	676
Driving Under the Influence Arrests (DUI)	37	146
DUI involving accidents	9	39
Fatal Accidents	0	2
Traffic Accidents	298	1218
Accidents with Personal Injury	64	223
City Ordinances Arrests	43	272

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
22	67	8	50

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	90,885 grams	97,352 grams @ \$10-gram	\$973,520
Cocaine-Powder	280 grams	2573 grams @ \$100-gram	\$257,300
Cocaine-Crack	37 grams	151 grams @ \$100-gram	\$15,100
Heroin	5 grams	19 grams @ \$300-gram	\$5,700
Ecstasy	90 hits	557 hits @ \$20 hit	\$11,140
Meth	153 grams	628 grams @ 100-gram	\$62,800
K-2/Pills:	2	1922	
Search Warrants: 12		YTD: 65	
US Currency Seized: \$28,440		YTD: \$73,277	
Firearms seized: 8		YTD: 15	
Vehicles seized: 2		YTD: 7	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 123	YTD: 637
Cases closed/resolved: 61	YTD: 345
Criminal Arrests: 39	YTD: 232
Homicides: 1	YTD: 5
Infant Death Investigations: 0	YTD: 1
Suicide Detective Investigations: 0	YTD: 3
Missing Person Investigations: 1	YTD: 20
Computer forensic Exams: 7	YTD: 19

Crime Analysis Unit and Investigations:

Sex Offender Registrations: 33	YTD: 340
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A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 33	YTD fugitive arrests: 132
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Freedom of Information (FOIA)

The Professional Standards Unit received 295 Freedom of Information Act requests for the month.

Total requests YTD in 2019- 1341

**Public Works Department
Monthly Activity Report
May 2019**

Engineering:

McKinley Avenue Sewer Rehabilitation: Chastain and Associates completed design and submitted the plans and specifications to IEPA for approval. The Loan Ordinance was approved on November 5, 2018 for \$7.9 million. Construction of the McKinley Sewer is anticipated to advertise in late in June. A request for qualifications and proposals was advertised on February 13, 2019 to provide the City with construction engineering services. The City receive proposals from Crawford Murphy and Tilly (CMT) and Chastain and Associates. The City selected CMT as the most qualified firm and a engineering services contract was awarded on June 3, 2019. The construction project is expected to advertise in June.

Nelson Park Neighborhood Storm Drainage Improvements: This project was designed by Blank, Wesselink, Cook & Associates. The project is funded through a low interest loan from the IEPA. Bids were opened on March 30, 2017 and approved by Council on April 17, 2017. The project is complete. The City has requested final lien waivers from the general contractor and subcontractors.

2018 Water Main Replacement Project: The project was designed by City staff and bids were opened on April 25, 2018. Council approved the contract with Burdick Plumbing and Heating on May 7, 2018. The project commenced in June 2018 in the neighborhood west of MacArthur High School. The project was split up in three phases and all phases are complete with only punch list items remaining.

Lake House Parking and Pier Improvements: The lake house parking and pier improvement project was re-advertised on January 9 with bids received on January 24. The project consists of repaving the parking lot and replacing the concrete and fence on the pier. The project was presented to counsel for approval on February 4 and tabled to review funding options. The

project was awarded on March 11, 2019 to Christy Foltz for \$390,000. All work is complete with only punch list items remaining.

Mound Road Spring Creek West and Middle Deck Replacement: Mound Road bridges West (between Neely Ave and Educational Park) and Middle (between Moundford Ave and Camelot Dr) over Spring Creek was advertised through the State with bids received January 18, 2019. The project replaces both bridge decks with staged construction to allow for two-way traffic. The State received six bids with the lowest bid received from Sangamo Construction at approx. 2.5 million. The City will receive 2 million in Federal funding with the MFT Fund covering the remaining. The City has concurred with the State to award the project and the preconstruction meeting was March 1, 2019. Sangamo removed both east bound bridge decks, repaired the piers and set the new deck beams. The concrete wearing surface is scheduled for June.

2019 Water Main Replacement Project: The project was designed by Engineering staff, the project will be in the area bounded by Grand to the North (project will not include MacArthur High), Fairview to the East, King to the south and Taylor to the west. The project was advertised on January 30 with bids received on February 20. The resolution was awarded to Burdick Company as the lowest responsive bidder on March 4. The project was split into three phases with the first phase main installation completed and actively working on phase 2.

2019 Valve and Hydrant Replacement Project: The project was designed by Engineering staff; the project will replace existing or install new valves or hydrants at various locations within the distribution system. The project was advertised on January 30 with bids received on February 20. The resolution was awarded to Kinney Contractors as the lowest responsive bidder on March 4. Kenny has completed approx. 25% of the locations.

2019 State and Local MFT Project: Engineering Staff is designing the 2019 State and Local MFT projects. The State portion of the project advertised in awarded to Dunn on May 20, 2019.

The work will mainly include the reconstruction of South Shores Drive and asphalt patching on ML King Drive and Grand Ave. The Local MFT project was advertised in May and will be received June 5, 2019

2019 Trenchless Long Lining Repair Project: Engineering Staff is designing the 2019 Long Lining Repair Project. The rehabilitation locations are selected from the televised inspection reports. The project was advertised in May and bids will be received June 5, 2019.

32nd and Fulton Storm Drainage Improvement Project: The Project is in final design by Farnsworth Group. The project will provide a new storm sewer to serve the area generally bounded by Rt 36 to the North, 36th St to the East, Orchard to the South and Country Club Rd to the East to relieve flooding. The Project was the no. 3 priority on the Storm Water Master Plan. The project is estimated to bid June of 2019.

2019 DPTS Bus Shelter Pad Project: Engineering Staff is designing the 2019 Decatur Public Transit Project. The project is estimated to bid Summer of 2019.

2019 CDBG Sidewalk Project: Engineering Staff is designing the 2019 Sidewalk Project. The project is estimated to bid Summer of 2019.

MUNICIPAL SERVICES MONTHLY DATA 5/1/19 - 5/28/19

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sewer Root Cut	22,327 lin. ft.	129 hours	
Sewer Cleaning	4,197 lin. ft.	39 hours	
Mowing (City R.O.W., City Lots, & State Routes)	N/A	486 hours	
72 Hour Cleanups	45 each	124.7 hours	
Mowing Violations	178 each	N/A	
Storm Damage Cleanup	41 locations	224.75 hours	
Potholes Repaired	1,338 each	204.5 hours	
Street Sweeping	308.7 miles	345 hours	
Asphalt Street Repair	224 sq. yards.	204.5 hours	
Alley Grading	7,300 lin. ft.	N/A	

**Water Production Division
Monthly Activity Report
May 2019**

Additional Water Supply Plan: INTERA Inc. completed a draft plan for staff to review.

Lake Decatur Dredging Basins 1 through 4: Dredging was completed last December. 11,110,991 cubic yards of sediment was removed from the lake which was 103.5% of the contract amount, including over dredging. Great Lakes Dredge & Dock continued demobilizing their equipment and draining the sediment storage basin. Landscape repairs to the land sites used during the project will be completed by midyear, weather permitting.

Lake Decatur Landscape Maintenance: A portion of this year's project is to establish native grasses and plants at an area previously cleared of trees and brush with the assistance of the Macon County Conservation District adjacent to E. Lake Shore Drive at M.L. King Jr. Drive. Herbicide was applied to kill the non-native vegetation. Work continued on bid specifications for tree and brush removal on the south side of the William Street Bridge approaches.

Lake Services: Continued dredging contractor punch list completion monitoring and assisting with Lake Office area pavement, sidewalk and fencing replacement project. Assisted with several boats capsizing and accidents. Began first and second shift Lake Patrol operations. Delivered 6 barges to lakeside property owners. Removed lake debris caused by excessive rainfall. Assisted Living Lands & Waters and ADM interns build and install 35 fish habitat structures.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99.9% of the engineering and bid specifications. This project is on hold pending the recommendations of the proposed Long Term Water Utility Sustainability Plan.

Water Administration: Completed dam repair investigation agreement negotiations and review. Continued additional water supply plan, Lake Decatur watershed and lake management options, and dredging project punch list completion progress. Began central Illinois lake recreation fees comparison, SWTP emergency generators maintenance agreement negotiations and review, and

Water Production division performance objectives. Assisted with Public Works staff appreciation lunch.

Water Production: The level of Lake Decatur was maintained at an average of 614.4 feet above mean sea level (99% full) which is on target for May. 588.60 million gallons of potable water were pumped to customers which was 0.105% less than May 2018. Excavated two sinkholes at the South Water Treatment Plant (SWTP) and completed drainage repairs. Completed semiannual clarifier basins preventative maintenance. Continued DeWitt Co. wellfield diesel engine refurbishing project. Continued work on reducing disinfection byproducts, sampling the water main system for chlorine residual concentrations, and SWTP Risk Management Plan update. Conducted 6 South Water Treatment Plant elementary school class tours during Drinking Water Week.

Water Services

Staff repaired 19 water services and 1 water main failure, inspected and repaired 24 system valves and 8 fire hydrants, and completed 1,028 utility billing orders and 40 distribution system orders. Assisted with 2018 and 2019 Water Main Replacement Projects, the 2019 Valve and Hydrant Replacement Project and the inspection and cleaning of the Franklin Street Water Tank. ADS Environmental completed Year 3 of the water distribution leak detection survey and will provide a report in June.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2019
May

This month, Information Technology (IT) Department staff completed the following notable work:

- We are negotiating City Fiber Services for the following entities:
 - Decatur Public Schools for Internet Service to their Technology Center
 - Crossing Healthcare for Internet Service to their new and existing buildings
 - Central Illinois Dispatch Center (CIRDC) for fiber purchase of 2 strands of Fiber between the Law Enforcement Center to the tower building on Jasper Street for Macon County Radio communications.
- Upgraded Windows Synchronizer which synchronizes Passwords across City computer applications, so it will function with the Windows 10 Desktop Operating System.
- Worked with Risk Management in evaluating computer software to help with workforce training and management.
- Developed New GIS Map layer to be used by the Police Departments Crime Analysis Division.
- Imported recent neighborhood revitalization GIS map layer to the police data management system so crime statistics could be merged into it.
- In May, at least 140 IT GIS manhours were spent gathering, aligning, and producing GIS data for the neighborhood revitalization effort.
- Began development of a new GIS application to be used by building inspectors to gather field data.
- Completed software version upgrade for Firehouse data management software used by the Fire Department.
- Completed software version upgrade for the Cisco phone system call accounting and reporting software called Infortel.
- Council Chamber video processing computer equipment was updated to current technology. The equipment replaced was over eight years old.
- City data network security continues to be a high priority with the I.T. Department. We are currently evaluating what is necessary to enable data encryption between all of our network devices under the 802.1ae standard. This will assist with consolidation of physical network resources and reduce network security overhead.
- Developed a warning message in City Email to raise awareness of mail coming from outside the organization and the potential risk of opening virus laced attachments and following links in those emails which could take you to malicious sites.
- In May, IT processed 150 Help Desk tickets, resolving 65 on initial call (43.3% First Call Resolution Rate). First Call Resolution rate continues to increase as the new IT Help Desk individual's knowledge increases. Target is at least 50% of all service tickets resolved on first call. Out of the 150 tickets logged, 4 service surveys were returned, and all was ranked as "exceptional" service. Two comments were left by users: "I appreciate the prompt friendly internal customer service" and "IT staff worked as a team to resolve the problem. Kudos!"