



Monday, June 7, 2021
5:30 PM
City Council Chambers

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, the City Council Chambers will be allowed at 60% capacity unless said number is otherwise directed by Order of the Governor. If the number is altered as a result of an Order of the Governor, the City of Decatur will follow and enforce that number. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

Approval of Minutes of May 10, 2021 City Council Study Session

Approval of Minutes of May 17, 2021 Regular City Council Meeting

V. Unfinished Business

VI. New Business

1. Motion to Reconsider Resolution Accepting the Bid of Felmley-Dickerson Company for the Replacement of Two (2) Overhead Garage Doors at Fire Station No. 2
2. Resolution Accepting the Bid of Felmley-Dickerson Company for the Replacement of Two (2) Overhead Garage Doors at Fire Station No. 2
3. Resolution Approving Expenditure for HVAC at Decatur Public Library
4. Ordinance Amending City Code Chapter 52 - Alcoholic Liquor, Section 4 - License Classifications and Section 17 - Hours
5. Resolution Authorizing a Water Tank Maintenance Contract with Utility Service Co., Inc. for the Franklin Street Water Tank Maintenance

6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for Concrete and Brick Street Rehabilitation, City Project 2021-11
7. Resolution Authorizing the Purchase of a Temporary Construction Easement on Property Owned by the Norfolk Southern Railway Company for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-00933-01-BR
8. Resolution Authorizing the Execution of an Agreement for the Electricity Supply for the City of Decatur Electric Accounts
9. Resolution Authorizing the Execution of an Agreement for the Natural Gas Supply for the City of Decatur Accounts
10. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Amending City Code Chapter 73 - Offenses, Section 38 - Protective Face Coverings Required and Section 39 - Penalty
 - B. Ordinance Annexing Territory 3633 Catherine Street
 - C. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue Between West Main Street and West Wood Street - Donnie's Homespun Pizza, Inc. / Oakwood Business Association for Oakwood Block Parties, August 21, 2021 & October 9, 2021
 - D. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council - Arts in Central Park 2021
 - E. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 2200 Block East Hickory Street Between North 22nd Street and North 23rd Street - Decatur Lodge #401 of the Benevolent and Protective Order of Elks of the United States of America for Bike Night, June 17, 2021
 - F. Resolution Approving Reappointments-DCDF
 - G. Resolution Approving Appointment-DCDF
 - H. Receiving and Filing of Minutes of Boards and Commissions

VII. Other Business

VIII. Recess to Closed Executive Session

Recess to Closed Executive Session under Open Meetings Act Section 2 (c) (2) Collective Negotiating Matters between the Public Body and its Employees or their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.

IX. Adjournment

SUBJECT: Approval of Minutes of May 10, 2021 City Council Study Session

ATTACHMENTS:

Description	Type
Minutes of May 10, 2021 City Council Study Session	Backup Material

CITY COUNCIL STUDY SESSION MINUTES
Monday, May 10, 2021

On Monday, May 10, 2021, the City Council of the City of Decatur, Illinois, met in Study Session at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for a Study Session on the Lake Decatur Watershed Management.

Mr. Jeff Beckler with Northwater Consulting gave a presentation on strategies for erosion control measures to slow the rate of silt from entering the lake and matters related to management of the lake, erosion control, regulation of land uses adjoining Lake Decatur, shoreline improvements, and partnerships with farmers.

Mr. Bill Faber exited the Theater at 5:50 p.m. and returned at 5:53 p.m.

Mr. Beckler answered questions from Council regarding reducing nitrates and sediment from the lake and the efficiency of the sediment traps currently in place.

Mr. Rodney Walker exited the Theater at 6:42 p.m. and returned at 6:45 p.m.

Mr. Keith Alexander, Water Production Manager spoke about stakeholder engagement and lake preservation efforts.

With no further discussion, Mayor Moore Wolfe called for Appearance of Citizens.

Councilman Faber exited the Theater at 7:09 p.m. and returned at 7:12 p.m.

The following citizen provided comments to the Council: Sandra Lindberg.

With no other Appearance of Citizens, Councilman Faber announced that he extended an invitation to Congressman Rodney Davis to speak at the next City Council meeting about affordable medical care.

Councilman Culp reported that after more than 70 years, the remains of U.S. Cpl. Asa Emmitt Vance, of Decatur, Illinois, a Korean War veteran were being transported home. U.S. Cpl. Asa Vance was reported missing in action on December 2, 1950.

Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Council meeting be adjourned; seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Rodney Walker, Bill Faber, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Study Session adjourned at 7:18 p.m.

Approved: _____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of May 17, 2021 Regular City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of May 17, 2021 Regular City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, May 17, 2021

On Monday, May 17, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Seth Stedman, Abby Koester and Marc Girdler.

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

The minutes of the May 3, 2021 Regular City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Rodney Walker, Bill Faber, Ed Culp, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Scot Wrighton presented the Treasurer's Financial Report.

Finance Director Gregg Zientara answered questions from Council regarding the city's cash position.

R2021-89 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2021 Miscellaneous Sanitary and Storm Sewer Improvement Project City Project 2021-09, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-90 Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of Vacant Residential Dwellings at 115 North Illinois and

1617 North Main, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

Economic and Community Development Director Cordaryl “Pat” Patrick answered questions from Council concerning demolition costs.

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

R2021-91 Resolution Authorizing the Execution of an Agreement with JRH Services, Inc. for the Demolition of Vacant Residential Dwelling at 1004 South Illinois, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

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

2021-31 Ordinance Rezoning Property from R-3 Single Family Residence District and O-1 Office District to B-1 Neighborhood Shopping District - Properties Located at 1170 East Riverside Avenue, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Ordinance.

Planning and Development Manager Greg Crowe answered questions from Council regarding the location of the food trailer on the property.

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

R2021-92 Resolution Authorizing the City Manager and Economic and Community Development Director to Negotiate Terms and Execute an Agreement for Cleanup and Debris Removal Activities in Johns Hill with Shemilah Outreach Center, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

Economic and Community Development Director Cordaryl “Pat” Patrick spoke on the details of the agreement and collaboration initiatives between the city and several not-for-profit neighborhood organizations.

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

R2021-93 Resolution Authorizing a Contract Between the City of Decatur and Midwest Fiber, Inc. of Decatur for Processing Single Stream Recyclables, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-94 Resolution Authorizing Proposal with Hotel & Leisure Advisors, LLC for Highest and Best Use Study of the Decatur Civic Center, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-95 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of Six (6) 2021 Ford Interceptor Utility Vehicles, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

Police Chief Jim Getz answered questions from Council regarding the timeframe on the new vehicles and recruitment efforts due to the nationwide police shortage.

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

Resolution Accepting the Bid of Felmley-Dickerson Company for the Replacement of Two (2) Overhead Garage Doors at Fire Station No. 2, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

Fire Chief Jeff Abbott explained how raising the garage doors will accommodate fire trucks from different fire stations.

Council held a discussion on the bidding process and compliancy of the bidders.

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

R2021-96 Resolution Accepting the Bid of MES for the Purchase of 50 Air Pak Pro SCBA and AV300 HT Facepieces, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2021-97 Resolution Authorizing an Agreement with the State of Illinois for Improvements of Eldorado Street (IL 105) at its Intersection with 24th Street by Municipality Under the Illinois Highway Code City Project 2021-07 Section No. 21-00107-00-TL, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-98 Resolution Authorizing Real Estate Purchase Agreement - David B. Brown and Angela M. Brown - City of Decatur, Illinois- 3550 East Chestnut Avenue, Decatur, Illinois, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the proposed Resolution.

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

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through E. and asked if any Council member wished to have an item removed from the Consent

Agenda Calendar. Councilman Horn requested removing Item A. from the Consent Agenda Calendar. The Clerk read items B. through G.

Item B. R2021-99 Resolution Approving Reappointments - Construction and Housing Board of Appeals

Item C. R2021-100 Resolution Approving Reappointments - Historical and Architectural Sites Commission

Item D. R2021-101 Resolution Approving Reappointments - City Plan Commission

Item E. R2021-102 Resolution Regarding Temporary Closing of State Rights-of-Way - Community Events - Shoreline Classic

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

Item G. 2021-33 Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Wallace Avenue at North 31st Street Facing North 31st Street

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

2021-32 Ordinance Amending Chapter 06 - City Council, Decatur, Illinois, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Councilman Horn noted his support of the amendment to Chapter 6 and suggested moving the Treasurer's Financial Report back on the agenda since it is a non-voting agenda item.

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

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

Council held a discussion on procedures for filling vacancies on Boards and Commissions, Governor Pritzker's mask mandate, license plate reader cameras in the Johns Hill neighborhood and high-speed pursuit chases.

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

Mayor Moore Wolfe declared the regular City Council meeting adjourned at 7:05 p.m.

Approved: _____
Kim Althoff
City Clerk

Fire Department

DATE: 5/26/2021

MEMO: 21-07

TO: Honorable Mayor Julie Moore Wolfe
Decatur City Council Members

FROM: Scot Wrighton, City Manager
Jeff Abbott, Fire Chief

SUBJECT: Overhead Door Replacement at Fire Station #2.

SUMMARY RECOMMENDATION:

City staff recommends that the City Council approve the attached resolution granting consent for the replacement of two (2) overhead garage doors at fire station #2 at a cost of \$68,440.00 to Felmley-Dickerson Company.

BACKGROUND:

The Fire Department undertook a fire station rehabilitation program for fire stations 1, 2, 4 & 6. The overhead doors at stations 4 & 6 were raised to accommodate all fire apparatus. The decision was made, due to the cost, to not raise the overhead doors at station 2. The department proposes using leftover funds from the rehabilitation program to raise two of the doors.

Raising the doors at station 2 would allow fire apparatus to be moved around to any fire station without being limited by door height. Currently, the new Truck 2 must park in the training building across the parking lot from station 2. The door project would allow Truck 2 to be parked inside the station when the project is completed.

The proposed contractor is the same one currently completing the construction of Fire Station #3. Their work on Station #3 has been timely and of good quality. They also served satisfactorily as the city's contractor for the rehabilitation work on stations 1, 2, 4 and 6. It is recommended that the City Council award this contract to the second lowest bidder because Felmley-Dickerson will meet the city's MBE requirements. The low bidder has indicated that he will not be able to meet the city's MBE requirements.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: Christy-Foltz (the low bidder)

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jeff Abbott, Fire Chief

BUDGET/TIME IMPLICATIONS:

The project should be completed by fall 2021 and the project will be funded by the fire station rehabilitation funds that are still available in the fire station bond fund.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
RESOLUTION ACCEPTING THE BID OF FELMLEY-DICKERSON COMPANY FOR THE REPLACEMENT OF TWO (2) OVERHEAD GARAGE DOORS AT FIRE STATION NO. 2 LOCATED AT 2707 E. WILLIAM STREET	Resolution Letter
Exhibit A Fire station 2 Overhead Door Good Faith Effort	Exhibit
Exhibit B CAD Constructin Bid	Exhibit
Exhibit C Christy-Foltz Bid	Exhibit

June 3, 2021

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

FROM: Scot Wrighton, City Manager

RE: Improvements to Doors at Fire Station #2

On May 17, 2021, the City Council defeated a motion to award a contract for enlargement of doors at Fire Station #2. I believe that there may be a possibility that the manner in which this item was presented to the City Council, as well as confusion about what is included in the city's MBE ordinance, and the fact that some council members had additional questions about this item, may have contributed to the action taken by the governing body.

Chapter 28, Section 10, of the City Code sets forth certain requirements for contracting with and employing minority business enterprises (MBEs) in the performance of certain public works projects for the city. The Code requires that general contractors subcontract at least ten percent (10%) of the total infrastructure contract to MBEs, and employ minorities sufficiently that 18% of the total hours logged are performed by minority employees. Alternatively, the general contractor can present documentary evidence that they made a good faith effort to meet these thresholds.

For the Fire Station #2 doors, Christy-Foltz submitted a low bid and asserted that they had made a good faith effort to comply with the MBE ordinance, even though they failed to meet the MBE thresholds of the City Code. I do not believe Christy-Foltz met the requirements of the MBE ordinance, but felt it was important to apprise the City Council of their bid. Felmley-Dickerson is the lowest and most responsive and compliant bidder for this project, and as a home-rule municipality, the City Council can find that an award to Felmley-Dickerson is in the best interests of the city.

During the May 17 City Council meeting, questions were raised regarding the location of one of Felmley-Dickerson's subcontractors, i.e., that they were not located in one of the 17 Central Illinois counties that general contractors must be located in to be designed as an MBE contractor for purposes of ordinance compliance and eligibility for MBE bonuses. The City Code, however, does not require that subcontractors have their businesses in one of the 17 counties.

It is recommended that this matter be reconsidered by the City Council, and that the door replacement work be awarded to Felmley-Dickerson. To reconsider this item, a council member who voted with the majority on May 17 must make the initial motion to reconsider this item.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
FELMLEY-DICKERSON COMPANY FOR THE REPLACEMENT OF TWO (2)
OVERHEAD GARAGE DOORS AT FIRE STATION NO. 2 LOCATED AT
2707 E. WILLIAM STREET**

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

Section 1. That the bid received for the replacement of two (2) overhead garage doors at Fire Station No. 2, presented herewith and made part hereof be, and it is hereby received, and placed on file.

Section 2. That the bid of Felmley-Dickerson Company, in the amount of \$68,440.00, and purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Felmley-Dickinson Company, for their bid price of \$68,440.00.

PRESENTED and ADOPTED this _____ day of June 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID FORM**TO:**

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

FOR:

Overhead Door Replacement
Fire Station 2
2707 E. William St.
Decatur, IL

DATE: APRIL 22, 2021 (Bidder to enter date)

SUBMITTED BY:

FELMLEY - DICKERSON Co. (Bidder to enter name and address)
803 E. LAFAYETTE ST.
BLOOMINGTON, IL 61701

OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the Project entered above, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

\$ 68,440⁰⁰ (Insert N/A if not bidding this work)

Sixty-eight thousand four hundred forty ^{no}/_{or} dollars.

- B. We have included the required security Bid Bond as required by the Instruction to Bidders.
- C. All applicable federal taxes are excluded, and State of Illinois taxes are excluded from the Bid Sum.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty (30) days from the bid closing date.
- B. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

CONTRACT TIME

- A. If this Bid is accepted, we will complete the Work in 120 calendar DAYS from Notice to Proceed.

ADDENDA

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

Addendum # NONE Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

SUBCONTRACTORS

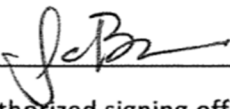
- A. Following is a list of our subcontractors (if any) and the portions of the Work they will perform:

SUBCONTRACTOR	PORTION OF THE WORK
<u>OTTO BAUM</u>	<u>MASONRY</u>
<u>NATION SERVE</u>	<u>OVERHEAD DOORS</u>
<u>NEW BEGINNINGS</u>	<u>PAINTING</u>
<u>MIDWAY CONTRACTING</u>	<u>ASBESTOS ABATEMENT</u>
<u>RELIABLE ENVIRONMENTAL</u>	<u>ASBESTOS TESTING</u>

DEADLINE

- A. Bids will be accepted until 10:00 a.m., Central Standard Time, on April 22, 2021 at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will be publicly opened and read. Bids shall be submitted to the Purchasing Office on the first floor of the Civic Center.
- B. All bids must be marked in the bottom "SEALED BID FOR OVERHEAD DOOR REPLACEMENT – FIRE STATION 2".

BID FORM SIGNATURE(S)



(Authorized signing officer)

(Authorized signing officer)

VICE PRESIDENT

(Title)

(Title)



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	4/22/2021	Project Title:	DECATUR FIRE STATION NO. 2 - OVERHEAD DOOR REPLACEMENT
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: FELMLEY-DICKERSON Co.
 Address: 803 E. LAFAYETTE ST.
BLOOMINGTON, IL 61701
 Phone: 309-828-4317
 Contact Person: JASON BREWER
 Email: jbrewer@fdco.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
MIDWAY CONTRACTING	MBE	2,500	3.65	ASBESTOS ABATEMENT
NEW BEGINNINGS	MBE	1,000	1.46	PAINTING
Totals				

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
TANK CONSTRUCTION	\$3,520	5.14	STEEL
Totals			

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
FJ ROBINSON	INVITATION TO BID	NO BID
HOPGOOD PAINTING	INVITATION TO BID	NO BID
NEW BEGINNINGS	INVITATION TO BID	RECEIVED BID
TANK CONSTRUCTION	INVITATION TO BID	RECEIVED BID
MIDWAY CONTRACTING	INVITATION TO BID	RECEIVED BID

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

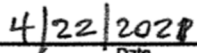
Section V:

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

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

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





Signature of Prime Contractor
 Date

PROJECT MANUAL

4/9/21



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	4-21-21	Project Title:	overhead door replacement Decatur Fire Station #2
Total Contract Value:		Project Number:	6305

Section I: Minority Business Enterprise (MBE) Information

Name: New Beginnings Contractors, Inc.
Address: 30 N. Court Dr.
Decatur, IL 62526
Phone: (217) 519-4452
Contact Person: Darrell Reynolds
Email: newbeginnings@tix.com - alexfirmand@gmail.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
labor/material for painting lintels, steel angle jamb extensions & wall area around door install	\$1,000.00	

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

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

Prime Contractor Signature	Print
<u>Jason Brewer</u>	<u>JASON BREWER</u>
Title	Date
<u>VICE PRESIDENT</u>	<u>4/22/21</u>
Minority Business Enterprise Signature	Print
<u>Alex Firmand</u>	<u>Alex Firmand</u>
Title	Date
<u>Project Manager</u>	<u>4-21-21</u>

ARCHITECTURAL EXPRESSIONS, LLP

PAGE 38

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

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

Prime Contractor Signature	Print
<u>Jason Brewer</u>	<u>JASON BREWER</u>
Title	Date
<u>VICE PRESIDENT</u>	<u>4/22/21</u>
Minority Business Enterprise Signature	Print
<u>Adam Shank</u>	
Title	Date
<u>Member</u>	<u>4/21/2021</u>

ARCHITECTURAL EXPRESSIONS, LLP

PAGE 38



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	4/21/21	Project Title:	
Total Contract Value:		Project Number:	

Section I: Minority Business Enterprise (MBE) Information

Name: Midway Contracting Group, LLC
Address: 7413 Duvan Drive, Unit 2A
Tinley Park, IL 60477
Phone: 708-342-1200
Contact Person: Dave Sharkey
Email: dave@midwaycg.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Asbestos Abatement of exterior panels over roll up doors	\$2500.00	

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

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

Prime Contractor Signature	Print
	JASON BREWER
Title	Date
VICE PRESIDENT	4/22/21

Minority Business Enterprise Signature	Print
	Aaron Villegas
Title	Date
President	4/21/21

December 14, 2020

Mr. Aaron Villegas
Midway Contracting Group, LLC.
7413 Duval Drive, Unit 2A
Tinley Park, IL 60477

Re: **Minority Business Enterprise (MBE)**
Certification Term Expires: **December 14, 2021**

Dear Mr. Aaron Villegas:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Fast Track Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 60 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 90976: SITE WORK
NIGP 92678: REMEDIATION SERVICES, ENVIRONMENTAL, INCLUDING REHABILITATION SERVICES HAZARDOUS WASTE AND MOLD REMEDIATION

Your firm will only show up in the database of BEP-certified vendors the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez
Certification Manager



TONI PRECKWINKLE
PRESIDENT
Cook County Board
of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

September 1, 2020

Mr. Aaron Villegas, President
Midway Contracting Group, LLC
7413 Duvan Drive, Unit 2A
Tinley Park, IL 60477

Re: Annual Certification Expires: September 1, 2021

Dear Mr. Villegas:

Congratulations on **Midway Contracting Group, LLC's** continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **September 1, 2025**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

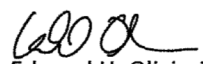
Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**Construction: Asbestos and Lead Abatement;
Environmental Remediation; and Interior Demolition**

Your firm's participation on Cook County contracts will be credited toward **MBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,


Edward H. Olivieri

Contract Compliance Director

EHO/lar

EXHIBIT A Fire Station 2 Overhead Door Good Faith Effort

Christy Foltz				
Total Bid		61,718		
Minority Business Contractors Selected	Type	Value	Approved	Comments
New Beginnings	Painting	1,000	Yes	
Approx. percentage of bid		2%		
CF lists two other non mintority subs (Otto Baum and Nation Serve) and provides no documentaiton for a good faith effort to find minority subs to do this work.				
They state in a leter taht the project had limited scope and CF was unable to locate specification compliant MBE firms that preform overhead door work.				
This is not typical of a good faith effort.				

Felmley Dickerson Co				
Total Bid	68,440			
Minority Business Contractors Selected	Type	Value	Approved	Comments
Midway Contracting	Asbestos Abatement	2,500	yes	
New Beginnings	Painting	1,000	Yes	
Tank Construction	Steel Supplier	3,520	Yes	
Approx. percentage of bid		10%		
EXHIBIT A				

CAD Construction Inc				
Total Bid	79,100			
Minority Business Contractors Selected	Type	Value	Approved	Comments
CSS	Material Supplier	10,000	No	Did not provide any documentation who they are or where they are from. They say that they will provide the information within 24 hours if bid is selected
Approx. percentage of bid		13%		
A good faith effort waiver was provided with Grunloh Construction reaching 0% of the 10% goal. Upon review of the good faith effort the contractor did not make enough contacts with MBE Subcontractors.				
Grunloh did not complete a good faith effort.				

Chicago Commercial Construction				
Total Bid	3,419,047			
Minority Business Contractors Selected	Type	Value	Approved	Comments
R&R Glass	Glass and Windows	40,000	yes	
Dashco, Inc	Insulation	21,000	unknown	Cannot find Information on
All Wall coverings	Steel	29,000	yes	
Kreiling Roofing	Roofing	317,000	No	Listed as WBE when researched
Approx. percentage of bid		12%		
No good faith effort was not provided and most likely because they felt they met the goal. Upon review most of the value was to a roofing subcontractor that is a WBE not a MBE that don't meet the requirements of Chapter 28.				
Could allow the contractor to submit the good faith effort work completed.				

Chicago Commercial Construction				
Total Bid	3,419,047			
Minority Business Contractors Selected	Type	Value	Approved	Comments
All Wall coverings	Painting	31,000	yes	
Approx. percentage of bid		1%		
A good faith effort waiver was provided with CCC reaching 1% of the 10% goal. Upon review of the good faith effort the contractor did not make any direct contacts and only provided a very large bid invite.				
CCC did not complete a good faith effort.				

Christy Foltz				
Total Bid	3,611,400			
Minority Business Contractors Selected	Type	Value	Approved	Comments
SPM	Rebar	14000		
All Wall Coatings	Painting	31,000		
Veya Inc Construction	Civil/Concrete	410,000	Yes	
Advanced Window Systems	Windows	55000		
Approx. percentage of bid		14%		
Christy Foltz meet the goal utilizing approx. 14% MBE Subcontractors.				

CDO Services				
Total Bid		3,838,464		
Minority Business Contractors Selected	Type	Value	Approved	Comments
R&R Glass	Glass and Windows	40,000	yes	
Dashco, Inc	Insulation	21,000	unknown	Cannot find Information on
All Wall coverings	Painting	29,000	yes	
Kreiling Roofing	Roofing	317,000	No	Listed as WBE when researched
Approx. percentage of bid		11%		
No good faith effort was not provided and most likely because they felt they met the goal. Upon review most of the value was to a roofing subcontractor that is a WBE not a MBE that don't meet the requirements of Chapter 28.				
Could conderer allowing the contractor to provide the good faith effort work to see if they complied.				

BID FORM**TO:**

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

FOR:

Overhead Door Replacement
Fire Station 2
2707 E. William St.
Decatur, IL

DATE: 4/21/2021

(Bidder to enter date)

SUBMITTED BY:CAD CONSTRUCTION INC.

(Bidder to enter name and address)

150 S BAER RDTREMONT IL 61568**OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the Project entered above, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

\$ 79,100 (Insert N/A if not bidding this work)

Seventy-Nine thousand one hundred dollars.

- B. We have included the required security Bid Bond as required by the Instruction to Bidders.
- C. All applicable federal taxes are excluded, and State of Illinois taxes are excluded from the Bid Sum.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty (30) days from the bid closing date.
- B. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

CONTRACT TIME

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

ADDENDA

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

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

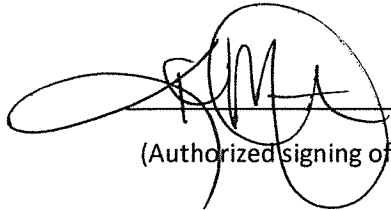
SUBCONTRACTORS

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

SUBCONTRACTOR	PORTION OF THE WORK
Otto Baum	Masonry
D.H. Pace	Overhead Door
Thornburg	Asbestos
_____	_____
_____	_____

DEADLINE

- A. Bids will be accepted until 10:00 a.m., Central Standard Time, on April 22, 2021 at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will be publicly opened and read. Bids shall be submitted to the Purchasing Office on the first floor of the Civic Center.
- B. All bids must be marked in the bottom "SEALED BID FOR OVERHEAD DOOR REPLACEMENT – FIRE STATION 2".

BID FORM SIGNATURE(S)
(Authorized signing officer)

KERRY KELLER-MARTIN
PRESIDENT

(Title)

(Authorized signing officer)

(Title)



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	4/21/2021	Project Title:	Overhead Door Replacement
Total Contract Value:	79,100	Project Number:	0305

Section I: Prime Contractor Information

Prime Contractor: CAD CONSTRUCTION INC.

Address: 150 S BAER RD TREMONT IL 61568

Phone: 309-925-2092

Contact Person: KERRY KELLER-MARTIN

Email: admin@cadconstructioninc.com

Section II: Selected Subcontractors

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

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
CSS	10,000	13	Material Supplier
Totals	10,000	13	

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

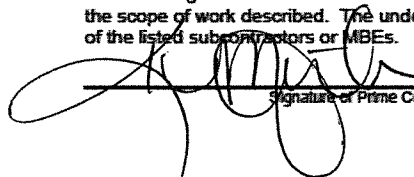
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

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

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

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



 Signature of Prime Contractor

4/21/2021

 Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	4/21/2021	Project Title:	Overhead door Repl.
		Project Number:	6305

Prime Contractor: CAD CONSTRUCTION INC.
Address: 150 S BAER RD TREMONT IL 61568
Phone: 309-925-2092
Contact Person: KERRY KELLER-MARTIN
Email: admin@cadconstructioninc.com

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

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

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

Signature of Prime Contractor

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:	4-21-21	Project Title:	Overhead door replace
		Project Number:	10305

Prime Contractor: N/A

Address: _____

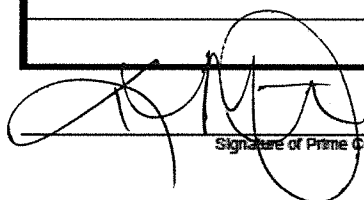
Phone: _____

Contact Person: _____

Email: _____

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

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?			☐ Yes ☐ No		
Describe the scope of work change:					
Reason for subcontractor change:					
Describe good faith efforts to utilize an MBE:					



Signature of Prime Contractor

4-21-21

Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	4-21-21	Project Title:	Overhead door Replac.
Total Contract Value:	79,100*	Project Number:	0305

Section I: Minority Business Enterprise (MBE) Information

Name: Will Return within 24hrs if
low bid.

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

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

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

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

Prime Contractor Signature	Print
Title	Date

Minority Business Enterprise Signature	Print
Title	Date



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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	4-21-21	Project Title:	Overhead Door Repl.
Total Contract Value:	79,100	Project Number:	0305

Section I: Prime Contractor Information

Prime Contractor: CAD CONSTRUCTION INC.
Address: 150 S BAER RD TREMONT IL 61568
Phone: 309-925-2092
Contact Person: KERRY KELLER-MARTIN
Email: admin@cadconstructioninc.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Otto Baum	11,545	14.6		
P.H. Pace	15,580	19.7		
Thornburg	4,800	6.1		
Non-MBE Subcontractor Total	31,925	40.4		
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.

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

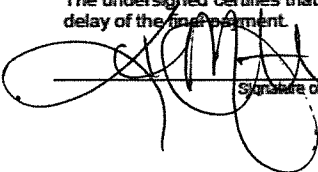
Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
CSS	10,000	13		
MBE Totals	10,000	13		

If more MBE's are utilized, please copy this form and attach the additional information.

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

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

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



 Signature of Prime Contractor

4-21-21

 Date

BID FORM

TO:

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

FOR:

Overhead Door Replacement
Fire Station 2
2707 E. William St.
Decatur, IL

DATE: April 22, 2021 (Bidder to enter date)

SUBMITTED BY:

Christy-Foltz, Inc. (Bidder to enter name and address)
740 S. Main St.
Decatur, IL 62521

OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the Project entered above, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

\$ 61,718.00 (Insert N/A if not bidding this work)

Sixty One Thousand Seven Hundred Eighteen dollars.

- B. We have included the required security Bid Bond as required by the Instruction to Bidders.
- C. All applicable federal taxes are excluded, and State of Illinois taxes are excluded from the Bid Sum.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty (30) days from the bid closing date.
- B. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

CONTRACT TIME

- A. If this Bid is accepted, we will complete the Work in 90 calendar DAYS from Notice to Proceed.

ADDENDA

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

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

SUBCONTRACTORS

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

SUBCONTRACTOR	PORTION OF THE WORK
O-B	Masonry
Nation Serve	Overhead Door
New Beginnings	Painting
_____	_____
_____	_____

DEADLINE

- A. Bids will be accepted until 10:00 a.m., Central Standard Time, on March 26, 2021 at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will be publicly opened and read. Bids shall be submitted to the Purchasing Office on the first floor of the Civic Center.
- B. All bids must be marked in the bottom "SEALED BID FOR OVERHEAD DOOR REPLACEMENT – FIRE STATION 2".

BID FORM SIGNATURE(S)

(Authorized signing officer)

(Authorized signing officer)

President

(Title)

(Title)



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	4/22/2021	Project Title:	Overhead Door Replacement Fire Station 2
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: Christy-Foltz, Inc.
 Address: 740 S. Main St.
 Decatur, IL 62521
 Phone: (217)428-8601
 Contact Person: Thomas Kenney
 Email: thomask@christy-foltz.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
New Beginnings	MBE	\$1000	2%	Painting
Totals				
• If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Purchase of Goods, Materials, or Equipment

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

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

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

Section V: MBEs that were contacted for this project

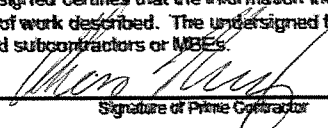
Subcontractor Name	Method of Contact	Contact Outcome
New Beginnings	E-Mail	bid submitted - used
* If more firms were contacted, please copy this form and attach the additional information.		

Section VI:

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

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

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



 Signature of Prime Contractor

4/22/2021

 Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	4/22/2021	Project Title:	Overhead Door Replacement Fire Station 2
		Project Number:	

Prime Contractor:	Christy-Foltz, Inc.
	740 S. Main St.
Address:	Decatur, IL 62521
	(217)428-8601
Phone:	
Contact Person:	Thomas Kenney
Email:	thomask@christy-foltz.com

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

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

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

Signature of Prime Contractor _____ Date 4/22/2021

FOR OFFICIAL USE ONLY

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

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

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

REVIEWED BY:

Public Works Director

Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	4-21-21	Project Title:	Overhead door replacement Decatur Fire Station #2
Total Contract Value:		Project Number:	6305

Section I: Minority Business Enterprise (MBE) Information

Name: New Beginnings Contractors, Inc.
Address: 30 N. Court Dr.
Decatur, IL 62526
Phone: (217) 519-4452
Contact Person: Darrell Reynolds
Email: newbeginnings01@ix.com - alexfirmand@gmail.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
labor/material for painting lintels, steel angle jamb extensions & wall area around door install	\$1,000.00	

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

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

Prime Contractor Signature	Print
<u>Thomas Kenney</u>	<u>Thomas Kenney</u>
Title	Date
<u>Project Manager</u>	<u>4/22/2021</u>

Minority Business Enterprise Signature	Print
<u>Alex Firmand</u>	<u>Alex Firmand</u>
Title	Date
<u>Project Manager</u>	<u>4-21-21</u>

C H R I S T Y • F O L T Z • I N C • B U I L D E R S
740 SOUTH MAIN STREET • DECATUR • ILLINOIS • 62525
P.O. BOX 828 AREA CODE 217•428-8601

April 22, 2021

City of Decatur
Purchasing Department

Re: MBE Waiver Explanation

To Whom it May Concern:

This letter is being authored to explain why Christy-Foltz, Inc. was unable to meet the MBE goals set forth in the bid proposal for replacement of the overhead doors at Fire Station #2.

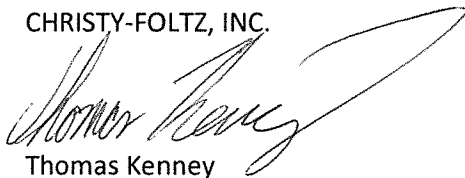
This project has a limited scope of work. Concentrated around overhead door work. Christy-Foltz, Inc. was unable to locate specification compliant MBE firms that perform overhead door work.

Christy-Foltz, Inc. did see an opportunity for MBE painting. Acting in good faith Christy-Foltz, Inc. chose to subcontract the painting work instead of self-performing the work. Unfortunately, the limited painting scope on this project does not result in satisfaction of the 10% subcontracting goal.

If you have any questions, please feel free to call.

Respectfully submitted,

CHRISTY-FOLTZ, INC.



Thomas Kenney



Legal Department

DATE:

MEMO:

TO: Mayor & City Council

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Approving Expenditure for HVAC at Decatur Public Library.

SUMMARY RECOMMENDATION: It is recommended that the resolution be approved.

BACKGROUND: The Library chiller failed last month, and the Mayor issued an emergency proclamation allowing repairs to be made, even though they had not been authorized by the City Council. The work was completed on June 3, and at the time this item was finalized, the city had not been invoiced for the full amount of the repairs. I expect the final repair cost to be somewhere between \$26,000 and \$35,000--below the resolution's authorized amount of \$40,000.

PRIOR COUNCIL ACTION: None

ATTACHMENTS:

Description	Type
Resolution Approving Expenditure for HVAC at Decatur Public Library	Resolution Letter

RESOLUTION NO. R2021 _____

**RESOLUTION APPROVING EXPENDITURE
FOR HVAC AT
- DECATUR PUBLIC LIBRARY-**

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

Section 1. That the HVAC chiller repairs performed by Trane US, Inc. be, and the same is hereby, approved and said payment be made in an amount not to exceed \$40,000.00.

Section 2. That the Emergency Proclamation, attached hereto and marked Exhibit A making findings, authorizing the repairs and authorizing expenditures is incorporated and adopted herein.

Section 3. That the expenditure is in the best interest of the City of Decatur and is authorized by law.

Section 4. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute such documentation as is necessary to effect the intent hereof.

PRESENTED AND ADOPTED this 7th day of June, 2021.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

**PROCLAMATION AND DECLARATION OF EMERGENCY
PURSUANT TO CHAPTER 46 OF THE CITY CODE**

WHEREAS, the City of Decatur, Illinois, an Illinois municipal corporation is a home rule authority community under the Constitution of the State of Illinois ("City"); and,

WHEREAS, the City of Decatur, Illinois is the owner of the building and facility commonly referred to as the Decatur Public Library ("Premises"); and,

WHEREAS, the City of Decatur, Illinois has entered into a lease agreement ("Agreement") with the Library Board of Trustees for the use of the Premises; and,

WHEREAS, the Agreement provides that the City will maintain in good working order certain portions of the HVAC system which include the components for the air conditioning unit of the Premises; and,

WHEREAS, the Premises are used by residents and citizens of Decatur for research, book searches as well as a place of refuge during certain hours of the day and during certain weather conditions; and,

WHEREAS, in May, 2021, the HVAC system of the Decatur Public Library failed causing the temperature to reach excessive heat levels; and,

WHEREAS, bids for replacement of the HVAC components necessary for the repair of the air conditioning system have been obtained and are in an amount that require City Council approval for the authorization and expenditure of the funds; and,

WHEREAS, the next regularly scheduled meeting of the City Council is scheduled for June 7, 2021; and,

WHEREAS, the heat index is not expected to reach a level naturally that would allow the comfortable and safe use of the Premises by the public and employees prior to June 7, 2021 without the repair, replacement and use of the HVAC system; and,

WHEREAS, it is necessary and appropriate for the City of Decatur, Illinois to take measures to protect the public's health in the use of the Premises; and,

WHEREAS, Chapter 46 of the City Code of the City of Decatur, Illinois provides certain emergency authority; and,

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

NOW, THEREFORE, in accordance with Section 2 of Chapter 46 of the City Code of the City of Decatur, Illinois and the relevant provisions of the Illinois Compiled Statutes, it is hereby proclaimed and declared:

SECTION 1. That there is a public health emergency caused by the failure of the HVAC systems of the Decatur Public Library Premises causing unsafe conditions for users and employees.

SECTION 2. That in issuing this Proclamation and Declaration of Emergency, I am relying upon each and every matter recited in the preamble, which is hereby incorporated by reference.

SECTION 3. That the following actions are authorized as set forth specifically:

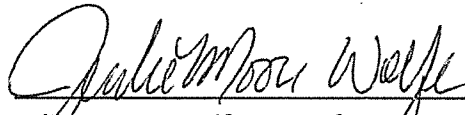
A. The City Manager, in consultation and concurrence of the Mayor may determine what repairs and replacement is necessary for the HVAC system of the Decatur Public Library, a public building and facility in order for the building to remain open to the public and authorize the expenditure of funds as necessary for such repairs or replacement.

B. To perform other governmental functions as needed to accomplish said repairs or replacement.

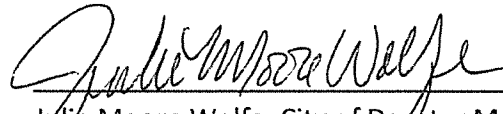
SECTION 4. That all actions as described above which have been taken prior to the date of this Proclamation and Declaration are authorized as if this Proclamation and Declaration were in effect at the time the actions were taken.

SECTION 5. That this shall be filed with the City Clerk and copies of this Declaration provided to the news media and post a copy at the Civic Center.

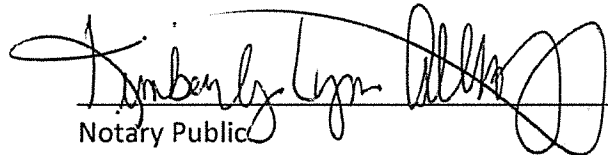
SECTION 6. That this Declaration is effective the 26th day of May, 2021 at 8:43 a.m..

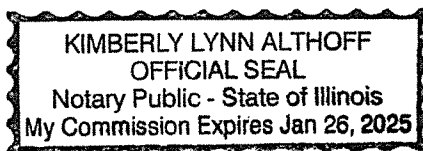

Julie Moore Wolfe, City of Decatur Mayor

I, Julie Moore Wolfe, Mayor of the City of Decatur, being first duly sworn on oath states that I have read the foregoing Proclamation and Declaration of Emergency pursuant to Chapter 46 of the City Code of the City of Decatur, Illinois, pertaining to a public health emergency, has knowledge of the subject matter herein, and that on information and belief the matters set out therein are true in substance and in fact.


Julie Moore Wolfe, City of Decatur Mayor

SUBSCRIBED and SWORN to before me this 26th day of May, 2021.


Notary Public



SUBJECT: Ordinance Amending City Code Chapter 52-Alcoholic Liquor, Section 4-License Classification and Section 17-Hours

ATTACHMENTS:

Description	Type
City Council Memorandum	Cover Memo
Ordinance Amending City Code Chapter 52-Alcoholic Liquor, Section 4-License Classifications and Section 17-Hours	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2021-**

May 28, 2021

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Amendment to Chapter 52 – Alcoholic Liquor

RECOMMENDATION: Staff, on behalf of the Liquor Control Commissioner, requests that Council pass the proposed ordinance amendments regarding Chapter 52, Section 4 related to Class K, L and O license classifications and Section 17 related to Hours.

Staff has received requests from business owners to allow for the incidental sale of alcoholic liquor in their retail establishments. Further, staff has received a request to allow for distilleries similarly to brewpubs. Staff is also requesting that Council amend hours for sales of alcoholic liquor on Sundays to the same hours as other days to be more competitive with surrounding communities which allow for earlier sales on Sundays.

These requested amendments are in expectation of a future request of a more broad amendment the license classifications.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES: Patrick McDaniel, Decatur Liquor Control Commissioner

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

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 52 -
- ALCOHOLIC LIQUOR -

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 4 and 17, so that Sections 4 and 17 as so modified and amended, shall provide as follows:

4. LICENSE CLASSIFICATIONS. Classes of local liquor licenses are hereby established and are hereby authorized as follows:

...**Class K**, under which the licensed premises may only be a theater in which the licensee has invested therein after January 1, 2004 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices and said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class K license shall authorize beer and wine only to be sold by the drink only for consumption on the premises incidental to the viewing of motion pictures or live theatrical or stage performances and shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased. A Class K license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance.

Class L, under which the licensed premises may only be a retail store of not more than 2,500 square feet and in which the licensee has invested therein not less than Fifty Thousand Dollars (\$50,000.00) (which may include the capitalized value of the first five (5) years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices, which said Class L license shall not be issued for any premises located within two hundred (200) feet of any church, school, or subsidized disabled adult and elderly multi-story housing facility. Said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class L license shall authorize the sale of alcoholic liquor to be sold for consumption on or off of the licensed premises between the hours of 10:00 A.M. and 10:00 P.M. No video gaming, drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class L license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. The sale of alcoholic liquor shall only be incidental to the sale of non-alcoholic goods and 60% or more of the gross revenue of the business must be from the sale of non-alcoholic goods. Issuance of this Class shall be limited to three (3). ...

Class O, under which the licensed premises may only be a Brewer, Brewpub, Distiller or similar business as defined under the Illinois Liquor Control Act and has received a Federal permit, and under which at least 50% of its annual gross income from the sale of alcoholic liquors shall be derived from alcoholic liquor manufactured on the premises, and which said Class O license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance.

17. **HOURS.** No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in the premises licensed hereunder with a liquor license except for Class H between 2:00 A.M. and 6:00 A.M. on Mondays through Sundays except that alcoholic liquor may be sold or consumed until 3:00 A.M. on January 1, each year. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class H license before 10:00 a.m. or after 11:00 p.m. on any day.

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

PRESENTED, PASSED, APPROVED AND RECORDED this day of June, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2021.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52

- ALCOHOLIC LIQUOR -

Class K, under which the licensed premises may only be a ~~movie~~ theater in which the licensee has invested therein after January 1, 2004 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices and said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class K license shall authorize beer and wine only to be sold by the drink only for consumption on the premises incidental to the viewing of motion pictures or live theatrical or stage performances and shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased. A Class K license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance.

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Class O, under which the licensed premises may only be a Brewer, Brewpub, Distiller or similar business as defined under the Illinois Liquor Control Act and has received a Federal ~~Brewer~~ permit, and under which at least 50% of its annual gross income from the sale of alcoholic liquors shall be derived from alcoholic liquor ~~beer~~ manufactured on the premises, and which said Class O license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance.

17. **HOURS.** No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in the premises licensed hereunder with a liquor license except for Class H between 2:00 A.M. and 6:00 A.M. on Mondays through Saturdays or between 2:00 A.M. and 10:00 A.M. on Sundays except that alcoholic liquor may be sold or consumed until 3:00 A.M. on January 1, each year. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class H license before 10:00 a.m. or after 11:00 p.m. on any day.

Public Works

DATE: 5/20/2021

MEMO: 2021-57

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Randy Miller, Water Services Manager

SUBJECT: Resolution Authorizing a Water Tank Maintenance Contract with Utility Service Co., Inc. for the Franklin Street Water Tank Maintenance

SUMMARY RECOMMENDATION: Staff recommends authorizing a Water Tank Maintenance Contract for the Franklin Street Water Tank with Utility Service Co., Inc. a subsidiary of Suez Environmental North America, for a 9-year contract fee of \$735,699 with yearly payments as outlined on Exhibit A.

BACKGROUND:

The City owns three elevated steel water tanks at E. Garfield Ave (1,500,000 gallons), W. Division St. (1,000,000 gallons), and a composite steel/concrete elevated tank on S. Franklin Street Rd (1,000,000 gallons). These tanks contain millions of gallons of potable water and are necessary components of the water distribution system for maintaining water pressure, needed water volume during peak water demand and for emergencies such as firefighting water demand.

Garfield and Division Water Tanks

In 2008, the City entered into long term maintenance agreements with USC for the Garfield and Division Water Tanks. USC is the nationwide leader of water asset maintenance programs, including water tanks. These agreements with water tank maintenance experts have been very beneficial in improving the overall condition of the City's vital water tank assets. Over the past 13 years, the exterior on both tanks have been painted twice and the interior in each tank have been painted once. Both tanks are inspected every year and the interior of the tanks are chemically cleaned and inspected every 3 years.

Back in 2008, both tanks needed significant maintenance and had not been painted since 1990. Water Management staff contacted Utility Service Co., to submit maintenance contracts for consideration. At the time, Utility Service Co. was the largest water tank service provider in the United States, with approximately 5,000 tanks under contract. City staff contacted several Utility Service Co. customers, all of which reported high satisfaction with their maintenance contracts. The City has greatly benefited by having the Garfield and Division tanks under regular maintenance contracts for all the periodic maintenance activities that these water tanks require.

Franklin Street Water Tank

The Franklin Street Elevated Water Tank (see attached location map) was constructed in 2011 and is the

newest water tank asset in the City's water utility. It was constructed to maintain reliable water pressure to the City's water customers south of Lake Decatur and to add more water storage to the City's water system. The area south of the Lake is in a separate pressure zone than the rest of the City. The Franklin Tank is a critical component of the south water pressure zone which includes Mt. Zion customers and the Fuyao Glass Plant on Elwin Road. The Franklin Street Tank has been in service for 10 years and is still in good condition. However, the tank is reaching a point where it needs regular minor repairs along with interior and exterior painting over the next several years to ensure water quality and protection from corrosion. In the humidity of the Midwest climate, it is important to maintain the tank's exterior and interior paint coatings to avoid more major repairs that require a costly and labor-intensive sandblasting process.

Over the last 13 years, it has proven advantageous to have a contract with a dedicated water tank maintenance company that conducts regular inspections by skilled professionals and performs essential maintenance on these vital assets owned by the City.

Key components and benefits of the proposed multi-year maintenance contract are:

- Interior and exterior paint warranties during the life of the contract. Standalone contractor paint warranties generally only cover one year and require experienced and costly project oversight.
- Emergency service and graffiti removal during the life of the contract. Without a maintenance contract, the City would have to contract out this work at unknown costs and response times.
- Significant City staff and project management savings. Utility Service provides all engineering and contractor services to maintain the tank during the life of the contract.
- Ensure quality protection of the steel tank from corrosion through regular painting and inspections.
- Ensure the tank and City logo maintain a high quality appearance.
- Ensure the water stored in the tank is of highest possible quality.

PRIOR COUNCIL ACTION:

Council approved maintenance contracts with Utility Service Co., Inc. (USC) for the Garfield Elevated Water Tank on November 3, 2008 and Division Elevated Water Tank on December 15, 2008.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Utility Service Co., Inc.

-
LEGAL REVIEW: Legal approved the contract on April 13th, 2021.

STAFF REFERENCE: Matt Newell, Public Works Director, Randy Miller, Water Services Manager. Randy Miller will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:

The proposed 9-year Water Tank Maintenance Contract for the Franklin Street Water Tank with Utility Service Co., Inc. is for a fee of \$735,699. Funding for the first year expenditure is budgeted in the FY 2021 Budget and will be planned for future years.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Water Tank Maintenance Contract with Utility Service Co., Inc. for the Franklin Street Water Tank Maintenance	Resolution Letter
Exhibit A	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A WATER TANK MAINTENANCE
CONTRACT WITH UTILITY SERVICE CO., INC. FOR
THE FRANKLIN STREET WATER TANK MAINTENANCE**

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

Section 1. That the Water Tank Maintenance Contract presented to the Council herewith as Exhibit 1 and made part hereof, between Utility Service Co., 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 Utility Service Co., Inc. for a fee, not to exceed, \$735,699.

PRESENTED AND ADOPTED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Decatur
Decatur, IL

Tank Size/Name: 1,000,000 Gallon Composite – Franklin Street South

Location: 3635 South Franklin Street

Date Prepared: May 11, 2021



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Decatur, whose business address is 1 Gary K Anderson Plaza, Decatur, IL 62523** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **1,000,000** gallon water storage tank located at **3635 South Franklin Street, Decatur, IL 62523** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
- D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of**

Illinois, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. **Mixing System Installation and Service.**

1. The Company shall install an active mixing system in the Tank.

2. The particular unit that will be installed in the Tank is a NSF Approved PAX 250 active mixing system along with its component parts.

3. The Company will inspect and service the active mixing system when the tank is drained for washout inspections. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

4. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of Section 1.B shall be followed in this circumstance.

J. In the event that the Owner will not release the tank for service or is the cause of delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV (unmanned aerial vehicle) inspection without requiring modification of this Contract if agreed to by the Owner.

2. Contract Price/Annual Fees. The tank shall receive a **mixing system installation and repairs** prior to the end of Contract Year 1. The tank shall receive an **exterior renovation and interior renovation** prior to the end of Contract Year 4. The first **three (3)** annual fees shall be **\$13,000.00** per Contract Year. The annual fees for Contract Years 4, 5, and 6 shall be **\$185,515.00** per Contract Year. The annual fee for Contract Year 7 shall be **\$45,103.00**. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2019, Contract Year 1 for that contract would be April 1, 2019 to March 31, 2020, and Contract Year 2 for that contract would be April 1, 2020 to March 31, 2021 and so on.

3. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable **upon completion of the initial mixing system installation and repairs**. **Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** (Note: Due to the length of time that it takes to perform the initial renovation project, it is possible that two (2) annual fees could fall within one budget year for the Owner). Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **six (6)** annual fees, then unpaid balance of the first **six (6)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Force Majeure. If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

8. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company thirty (30) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069.

9. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

10. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

11. Assignment of Receivables.

The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

12. Miscellaneous Items.

No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

13. Visual Inspection Disclaimer.

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

14. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

15. Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

City of Decatur

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: Senior VP, Advanced Solutions LOB

Print Name: Jonathan Cato

Date: May 11, 2021

Witness: Lara Townsend

Seal:



SCHEDULE A

Scope of Work

YEAR 1 (2021)

Mixing System

1. Install a PAX PWM 250/255 mixing system and control center

Repairs

1. Install two (2) access ladder cable safety climbs
2. Welding repairs to the overflow to stop leaking ingress into the overflow pipe.
3. Minor touch up to exterior and interior areas where coatings are damaged.

YEAR 4 (2024)

Exterior Specifications

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec Series 700 coating shall be applied to complete exterior surfaces (100%).
6. Re-trace Logo.

Wet Interior Specifications

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish, until at least ninety-five (95%) percent of each element of surface area is free of all visible residues.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

CITY OF DECATUR, ILLINOIS

“Franklin Street South Tank” 1,000,000 gallon Water Storage Tank

Suez / Utility Service Company

TANK MAINTENANCE PROGRAM - SCHEDULE OF WORK AND FEES – May 11, 2021

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
2021	2022	2023	2024	2025	2026	2027	2028	2029
Tank & Coating Repairs Mixer Installation	Visual Inspection Any Needed Repairs. Emergency Service Mixer MP	Washout Inspection Any Needed Repairs Emergency Service Mixer MP	Full Coating Renovations to Tank's Steel Surfaces Ext (OVRCT T-700) Wet (#10 & Epoxy) Redo Logo Installation Repairs & Emergency Service Mixer MP	Visual Inspection Any Needed Repairs Emergency Service Mixer MP	Washout Inspection Any Needed Repairs Emergency Service Mixer MP	Visual Inspection Any Needed Repairs Emergency Service Mixer MP	Washout Inspection Any Needed Repairs Emergency Service Mixer MP	Visual Inspection Any Needed Repairs Emergency Service Mixer MP
\$13,000	\$13,000	\$13,000	\$185,515	\$185,515	\$185,515	\$45,103	\$46,699	\$48,352

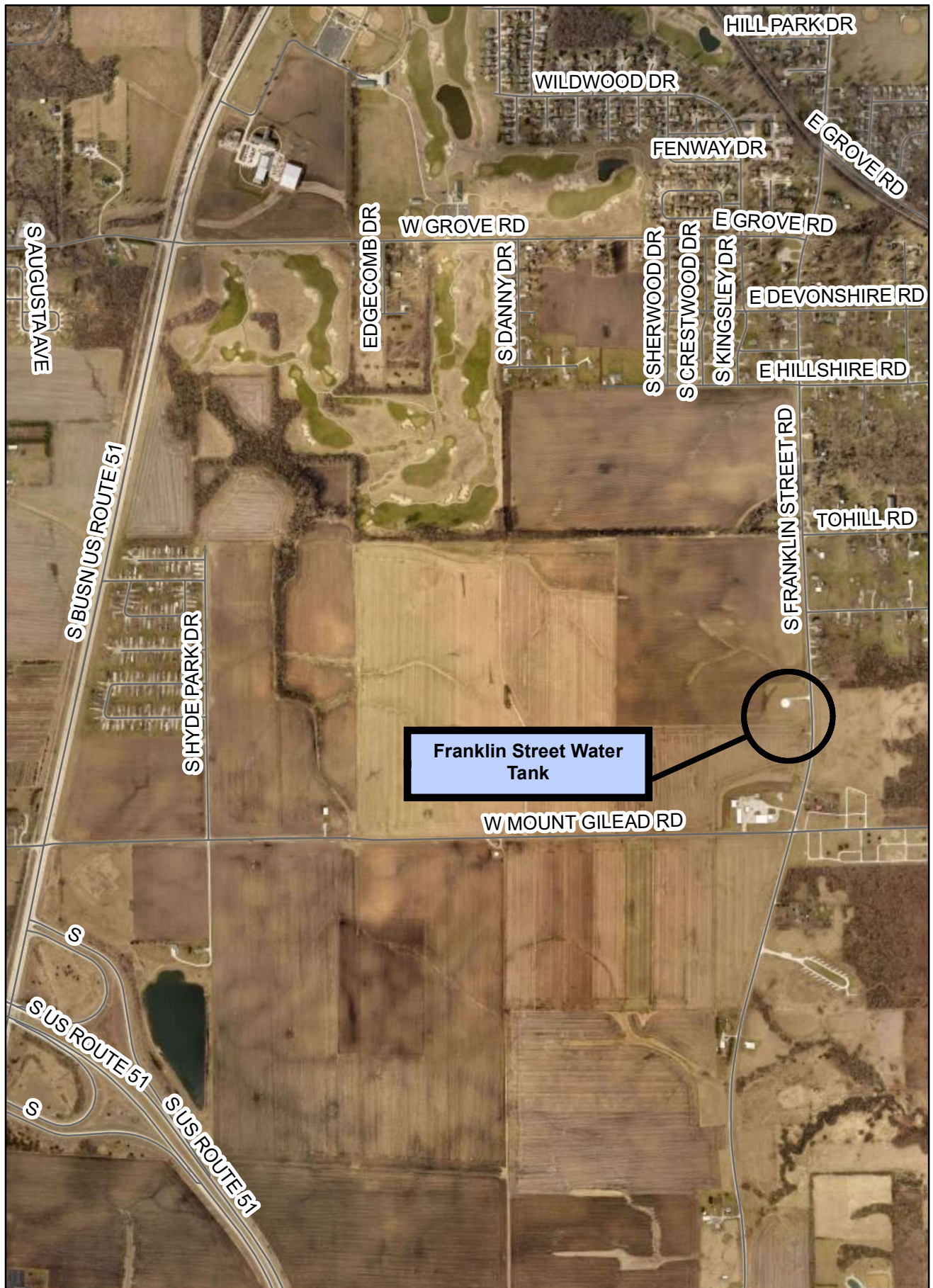
Pricing is for contract executed in 2020 (extended to June 2021-BMurfree).

Washout and visual inspection services shall continue as above on an alternating annual basis.

Future exterior renovations shall be scheduled based on the needs identified during the annual inspections shown.

As a general rule, the exterior must be, at a minimum, over-coated approximately every 10-12 years; and the interior renovated every 12-14 years.

FRANKLIN STREET WATER TANK



Public Works

DATE: 5/24/2021

MEMO: 2021-60

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 Kinney Contractors, Inc. for Concrete and Brick Street Rehabilitation, City Project 2021-11

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the Concrete and Brick Street Rehabilitation Project, City Project 2021-11, to Kinney Contractors, Inc. as the lowest, responsible bidder in the amount of \$1,270,000.00 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The resolution represents an expenditure of \$1,167,574.43 as the low bid plus \$102,425.57 for project contingencies. The contract documents excluding project specific drawings, conditions, and provisions are attached.

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. Staff then determines what type of improvement would be appropriate for each street.

Project Description

This project will perform full depth concrete patching and base repairs along West Main Street between Oakland Avenue and Fairview Avenue, N. MacArthur Road from MacArthur Rd. Bridge to Arbor Drive, N. 27th Street from Kile Street to Illinois Route 48, and Airport Road north of U.S. 36. These roads show signs of full depth pavement failures which need to be cut out and replaced. For West Main Street, the surface pavers will be removed and salvaged before repairing the concrete base. The pavers will then be put back. In total, 4.25 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project.

The proposed locations for concrete patching and concrete base repair are as follows (see attached location map):

Street	Location	Treatment	Length of road (feet)	Length (Lane Miles)
				3 of 154

W. Main Street	300 feet E. of Fairview Ave. to 350 feet W. of Oakland Ave.	Concrete Base Repair Under Bricks	557	0.11
N. MacArthur Road	Between MacArthur Bridge to Arbor Dr.	Concrete Patches	2,100	0.80
N. 27 th Street	Between Kile St. to ILL Route 48	Concrete Patches	3,850	2.92
Airport Road	US Route 36 to End of Concrete Pavement	Concrete Patches	1,100	0.42
	Total Length		7,607	4.25

Letting Results

The project scope and specifications were prepared by the Engineering Division and approved by the Illinois Department of Transportation (IDOT) for the use of Motor Fuel Tax funds. The project was advertised on May 12, 2021 and May 19, 2021, and bids were opened on May 24, 2021. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Kinney Contractors	\$1,167,574.43	(18.24%)
A&R Mechanical Services	\$1,495,714.54	4.74
Engineer's Estimate	\$1,428,018.58	-----

Seven contractors took out bid packages and two submitted a bid. Kinney Contractors provided the lowest responsible bid at 18.24% under the engineer's estimate. Kinney Contractors has successfully completed many jobs of this type for the City. Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation for final approval in accordance with the rules governing the disbursement of State Motor Fuel Tax funds.

MINORITY PARTICIPATION GOALS ON STATE MOTOR FUEL TAX FUNDED PROJECTS:

The City receives State Motor Fuel Tax funds which are used to perform contract maintenance on streets and bridges on a regular basis. The expenditure of State MFT funds is highly regulated by the Illinois Department of Transportation. The City's minority participation goals may not be applied to State MFT projects.

PRIOR COUNCIL ACTION:

March 15, 2021 – Council approved Resolution R2021-38 appropriating \$1,450,000 of Motor Fuel Tax funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

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

INPUT FROM OTHER SOURCES:

Illinois Department of Transportation

LEGAL REVIEW: The plans and specifications for the Street Restoration project were approved by Legal on April 29, 2021.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for a majority of this project is allocated in the State Motor Fuel Tax Fund. Manhole adjustments will be funded out of the Sanitary Sewer Fund (\$10,500). Watermain valve box replacements will be funded out of the Water Fund (\$4,760). It is proposed that a total project expenditure of \$1,270,000.00 be authorized. This amount represents the low bid amount of \$1,167,574.43 as the low bid plus \$102,425.57 for project contingencies.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

SCHEDULE: Following approval of the contract by the City Council the contracts will be forwarded to the Illinois Department of Transportation (IDOT) in Effingham for approval which will normally take a week to 10 days. Work on this project shall begin after a “Notice to Proceed” has been issued from the City. This project is scheduled to be completed by early October 1, 2021.

ATTACHMENTS:

Description	Type
Resolution Accepting the bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for Concrete and Brick Street Rehabilitation, City Project 2021-11	Resolution Letter
Location Maps	Backup Material
Bid Tabulation	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH KINNEY CONTRACTORS, INC. FOR
CONCRETE AND BRICK STREET REHABILITATION,
CITY PROJECT 2021-11**

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

Section 1. That the tabulation of bids received for City Project 2021-11, Concrete and Brick Street Rehabilitation project be, and they are hereby, received and placed on file.

Section 2. That the bid of Kinney Contractors, Inc. be accepted, and a contract awarded accordingly, and that said contract between Kinney Contractors and the City of Decatur is for a total amount of \$1,270,000.00.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Kinney Contractors, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$1,270,000.00.

PRESENTED and ADOPTED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit A

RETURN WITH BID



Illinois Department
of Transportation

Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Kinney Contractors		
Contractor's Name		
19342 E. Frontage Rd		
Street	P.O. Box	
Raymond, IL	62560	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Macon
City of Decatur
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various Streets
SECTION NO. 21-00111-00-RP
TYPES OF FUNDS Motor Fuel Tax

☒ SPECIFICATIONS (required)

☒ PLANS (required)

For Municipal Projects Submitted/Approved/Passed ☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official 4-23-21 Date
--

Department of Transportation ☒ Released for bid based on limited review Regional Engineer Date
--

For County and Road District Projects Submitted/Approved _____ Highway Commissioner _____ Date Submitted/Approved _____ County Engineer/Superintendent of Highways _____ Date
--

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Macon
 Local Public Agency City of Decatur
 Section Number 21-00111-00-RP
 Route Various Streets

Sealed proposals for the improvement described below will be received at the office of Purchasing Division,
1 Gary K. Anderson Plaza, Decatur, IL 62523 until 10:30 a.m. on May 24, 2021
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Civic Center Conference Room #100
1 Gary K. Anderson Plaza, Decatur, IL 62523 at 10:30 a.m. on May 24, 2021
 Address Time Date

DESCRIPTION OF WORK

Name Concrete and Brick Street Rehabilitation Length: 7607.00 feet (1.44 miles)
 Location Locations shown in the location maps
 Proposed Improvement Class B patches and concrete base repair under brick pavement.

1. Plans and proposal forms will be available in the office of Decatur Blueprint, Inc., 230 W. Wood Street
Decatur IL 62523 IDOT Certificate of Eligibility Required
 Address

2. ☒ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
 - e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule 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 scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Macon
Local Public Agency City of Decatur
Section Number 21-00111-00-RP
Route Various Streets

1. Proposal of Kianey Contractors Inc.

for the improvement of the above section by the construction of Concrete and Brick Street Rehabilitation, City Proj. 2021-11
Class B patches and concrete base repair under brick pavement.

a total distance of 7607.00 feet, of which a distance of 7607.00 feet, (1.441 miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Decatur Engineering Division
and approved by the Department of Transportation on May 6, 2021
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/01/2021
unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City of Decatur Treasurer of _____

The amount of the check is 5% of total bid (_____).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number 21-00111-00-RP _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Illinois Department
of Transportation

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County Macon

Local Public Agency City of Decatur

Section 21-00111-00-RP

Route Various Streets

Schedule for Multiple Bids

Schedule for Multiple DSS		
Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

[illegible]

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RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>Macon</u>
Local Public Agency	<u>City of Decatur</u>
Section Number	<u>21-00111-00-RP</u>
Route	<u>Various Streets</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Macon
 Local Public Agency City of Decatur
 Section Number 21-00111-00-RP
 Route Various Streets

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Kinney Contractors Inc.

Signed By William L. Kinney
President

Business Address 19342 East Frontage Rd
Raymond, IL 62560

Insert Names of Officers

President William L. Kinney
 Secretary Robert J. Kinney
 Treasurer William L. Kinney

Attest:

Robert J. Kinney
Secretary



Illinois Department of Transportation

Apprenticeship or Training Program Certification

Return with Bid

Route Various Streets
County Macon
Local Agency City of Decatur
Section 21-00111-00-RP

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

_____	IL Laborers & Contractors Joint Apprenticeship Training Trust Fund	_____
_____	OP Engineer Apprenticeship & Skill Improvement Committee for Central IL	_____
_____	Local 18 Joint Apprenticeship Training Fund	_____
_____	IL Teamster/Employer Apprenticeship Training Program	_____

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder:

Kinney Contractors

By:

William L. Kinney
(Signature)

Address:

19342 East Frontage Rd
Raymond, IL 62560

Title:

President

RETURN WITH BID



Affidavit of Illinois Business Office

County Macon
Local Public Agency City of Decatur
Section Number 21-00111-00-RP
Route Various Streets

State of Illinois)
) ss.
County of Montgomery)

I, William L. Kinney of Raymond, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

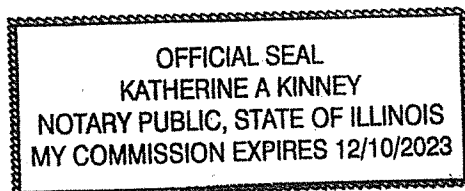
being first duly sworn upon oath, states as follows:

1. That I am the President of Kinney Contractors.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Kinney Contractors, will maintain a
(bidder)
business office in the State of Illinois which will be located in Montgomery County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

William L. Kinney
(Signature)
William L. Kinney
(Print Name of Affiant)

This instrument was acknowledged before me on 24th day of May, 2021.

(SEAL)



Katherine A. Kinney
(Signature of Notary Public)

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois)

) ss
COUNTY OF Montgomery)

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

Signed: William L. Kinney
President
Title



Subscribed and sworn to before me this 24th day of May, 2021.
Katherine A. Kinney
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



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 5/24/2021
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	20-038	20-027	74A11	72M54	74916	
Contract With	Burdick	Spfld Airport	IDOT	IDOT	IDOT	
Estimated Completion Date	12/1/2021	5/1/21	12/1/2021	12/1/2021	11/1/21	
Total Contract Price	69,658.00	1,420,200.00	744,813.00	527,978.00	372,278.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		340,000.00	744,813.00	527,978.00	372,278.00	1,985,069.00
Uncompleted Dollar Value if Firm is the Subcontractor	69,658.00					69,658.00
						2,054,727.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork		229.00	20,000.00			20,229.00
Portland Cement Concrete Paving			30,000.00			30,000.00
HMA Plant Mix						0.00
HMA Paving			8,000.00	30,000.00		38,000.00
Clean & Seal Cracks/Joints					372,278.00	372,278.00
Aggregate Bases & Surfaces			14,000.00			14,000.00
Highway, R.R. and Waterway Structures	50,000.00					50,000.00
Drainage			20,000.00			20,000.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	19,658.00	26,000.00	323,852.00	497,978.00		867,488.00
Landscaping		9,000.00				9,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling			5,000.00			5,000.00
Mobilization			43,000.00			43,000.00
Pavement Markings (Paint)						0.00
Other Construction						0.00
						0.00
						0.00
Totals	69,658.00	35,229.00	463,852.00	527,978.00	372,278.00	1,468,995.00

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	74710	20-021	93729	76H84		
Contract With	UCM	shelbyville	IDOT	Keeley		
Estimated Completion Date	12/1/21	5/1/21	10/31/20	12/1/2021		
Total Contract Price	813,232.00	939,120.00	1,735,500.00	1,117,009.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		100.00	100.00			1,985,269.00
Uncompleted Dollar Value if Firm is the Subcontractor	12,000.00			755,400.00		837,058.00
						2,822,327.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork			100.00			20,329.00
Portland Cement Concrete Paving				535,009.00		565,009.00
HMA Plant Mix						0.00
HMA Paving						38,000.00
Clean & Seal Cracks/Joints						372,278.00
Aggregate Bases & Surfaces				180,000.00		194,000.00
Highway, R.R. and Waterway Structures						50,000.00
Drainage		100.00				20,100.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	12,000.00			20,391.00		899,879.00
Landscaping						9,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						5,000.00
mobilization				20,000.00		63,000.00
Pavement Markings (Paint)						0.00
Other Construction						0.00
						0.00
						0.00
Totals	12,000.00	100.00	100.00	755,400.00	0.00	2,236,595.00

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	1	2	3	4	Awards Pending	
Contract Number	1137	78806	95861	76N88		
Contract With	JohnCo	IDOT	IDOT	IDOT		
Estimated Completion Date	12/1/2021	6/1/2021	7/1/2021	6/1/2021		
Total Contract Price	450,000.00	118,436.00	1,556,579.00	489,340.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		100.00	730,000.00	10,000.00		2,725,369.00
Uncompleted Dollar Value if Firm is the Subcontractor	405,000.00					1,242,058.00
						3,967,427.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork			50,000.00			70,329.00
Portland Cement Concrete Paving			165,000.00			730,009.00
HMA Plant Mix						0.00
HMA Paving						38,000.00
Clean & Seal Cracks/Joints						372,278.00
Aggregate Bases & Surfaces			22,000.00			216,000.00
Highway, R.R. and Waterway Structures			10,000.00			60,000.00
Drainage						20,100.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	405,000.00	100.00	49,573.00	10,000.00		1,364,552.00
Landscaping						9,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						5,000.00
Mobilization						63,000.00
Pavement Markings (Paint)						0.00
Other Construction						0.00
						0.00
						0.00
Totals	405,000.00	100.00	296,573.00	10,000.00	0.00	2,948,268.00

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	21-003	76N20	95864	21-001		
Contract With	Springfield	IDOT	IDOT	Dunn		
Estimated Completion Date	11/1/2021	8/20/21	11/1/20	11/1/2021		
Total Contract Price	879,993.00	620,330.00	1,269,880.00	197,630.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	800,000.00	620,330.00	160,000.00			4,305,699.00
Uncompleted Dollar Value if Firm is the Subcontractor				172,000.00		1,414,058.00
						5,719,757.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork	3,000.00					73,329.00
Portland Cement Concrete Paving						730,009.00
HMA Plant Mix						0.00
HMA Paving		75,000.00				113,000.00
Clean & Seal Cracks/Joints						372,278.00
Aggregate Bases & Surfaces	3,000.00					219,000.00
Highway, R.R. and Waterway Structures		40,000.00				100,000.00
Drainage	10,000.00	8,000.00				38,100.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	784,000.00	404,330.00	700.00	142,000.00		2,695,582.00
Landscaping						9,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						5,000.00
Mobilization						63,000.00
Pavement Markings (Paint)						0.00
Other Construction						0.00
						0.00
						0.00
Totals	800,000.00	527,330.00	700.00	142,000.00	0.00	4,418,298.00

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Illinois Department of Transportation

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	21-002	72L84	93892	76M84		
Contract With	Flatt	Egizii	IDOT	Kilian		
Estimated Completion Date	11/1/2021	10/1/2021	6/1/22			
Total Contract Price	946,203.00	157,000.00	2,324,818.00	277,090.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			2,324,818.00			6,630,517.00
Uncompleted Dollar Value if Firm is the Subcontractor	700,000.00	157,000.00		277,090.00		2,548,148.00
						9,178,665.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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					Accumulated Totals
Earthwork		4,000.00	65,000.00	19,100.00	161,429.00
Portland Cement Concrete Paving		20,000.00	110,000.00	203,240.00	1,063,249.00
HMA Plant Mix					0.00
HMA Paving					113,000.00
Clean & Seal Cracks/Joints					372,278.00
Aggregate Bases & Surfaces			44,000.00	54,750.00	317,750.00
Highway, R.R. and Waterway Structures	1,000.00	22,000.00	660,000.00		783,000.00
Drainage	48,000.00	16,000.00	223,000.00		325,100.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction	651,000.00	95,000.00	216,468.00		3,658,050.00
Landscaping					9,000.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					5,000.00
Mobilization					63,000.00
Pavement Markings (Paint)					0.00
Other Construction					0.00
					0.00
					0.00
Totals	700,000.00	157,000.00	1,318,468.00	277,090.00	0.00
					6,870,856.00

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Illinois Department of Transportation

Bureau of Construction
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	1	2	3	4	Awards Pending	
Contract Number	70F05	72M40	74A29	72D31		
Contract With	IDOT	IDOT	IDOT	UCM		
Estimated Completion Date	11/1/21	12/1/20	5/1/21	12/1/21		
Total Contract Price	121,468.00	181,367.00	362,259.00	2,377,568.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	121,468.00	100.00	100.00			6,752,185.00
Uncompleted Dollar Value if Firm is the Subcontractor				1,600,000.00		4,148,148.00
						10,900,333.00

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						Accumulated Totals
Earthwork						161,429.00
Portland Cement Concrete Paving				450,000.00		1,513,249.00
HMA Plant Mix						0.00
HMA Paving						113,000.00
Clean & Seal Cracks/Joints						372,278.00
Aggregate Bases & Surfaces				150,000.00		467,750.00
Highway, R.R. and Waterway Structures						783,000.00
Drainage				60,000.00		385,100.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	121,468.00	100.00	100.00	940,000.00		4,719,718.00
Landscaping						9,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						5,000.00
Mobilization						63,000.00
Pavement Markings (Paint)						0.00
Other Construction						0.00
						0.00
						0.00
Totals	121,468.00	100.00	100.00	1,600,000.00	0.00	8,592,524.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 5/24/2021
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	20-014	74757	1135	21-004		
Contract With	New Berlin	UCM	Carlinville	White Construction		
Estimated Completion Date	6/1/21	12/1/2021	12/31/20	11/1/21		
Total Contract Price	2,880,000.00	1,529,790.00	755,000.00	1,138,587.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	360,550.00	100.00	534,430.00			7,647,265.00
Uncompleted Dollar Value if Firm is the Subcontractor				808,000.00		4,956,148.00
						12,603,413.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork	100,000.00		50,000.00		311,429.00
Portland Cement Concrete Paving					1,513,249.00
HMA Plant Mix					0.00
HMA Paving					113,000.00
Clean & Seal Cracks/Joints					372,278.00
Aggregate Bases & Surfaces				23,300.00	491,050.00
Highway, R.R. and Waterway Structures				91,000.00	874,000.00
Drainage	104,550.00			422,550.00	912,200.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction		100.00	135,592.00	263,150.00	5,118,560.00
Landscaping	10,000.00				19,000.00
Fencing			16,002.00		16,002.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					5,000.00
Mobilization					63,000.00
Pavement Markings (Paint)					0.00
Other Construction (Non spl waste)					0.00
0	10,000.00				10,000.00
					0.00
Totals	224,550.00	100.00	201,594.00	800,000.00	9,818,768.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor		Dassenbrock Fence	Varsity		
Type of Work		Fence	Pavt Mark		
Subcontract Price		467,000.00	60,211.00		
Amount Uncompleted		255,000.00	60,211.00		
Subcontractor		Kamadulski	RWTC		
Type of Work		Drainage	Signing		
Subcontract Price		222,795.00	23,800.00		
Amount Uncompleted		0.00	23,800.00		
Subcontractor		Brewster Co.	Xtreme		
Type of Work		Seeding	Seeding		
Subcontract Price		98,997.00	3,450.00		
Amount Uncompleted		0.00	3,450.00		
Subcontractor		Egizii Electric	NeCo		
Type of Work		Electrical	Asphalt		
Subcontract Price		49,771.00	100,000.00		
Amount Uncompleted		49,771.00	100,000.00		
Subcontractor			JH Moore		
Type of Work			Electrical		
Subcontract Price			76,000.00		
Amount Uncompleted			76,000.00		
Subcontractor			Western Asphalt		
Type of Work			Enviro		
Subcontract Price			11,800.00		
Amount Uncompleted			11,800.00		
Subcontractor			Dunn		
Type of Work			Milling		
Subcontract Price			5,700.00		
Amount Uncompleted			5,700.00		
Total Uncompleted	0.00	304,771.00	280,961.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor		Western Asphalt	RightWay		
Type of Work		Enviromental	T/C Signs		
Subcontract Price		54,692.00	19,000.00		
Amount Uncompleted		0.00	0.00		
Subcontractor			Wissehr		
Type of Work			Electrical		
Subcontract Price			379,000.00		
Amount Uncompleted			0.00		
Subcontractor			Xtreme		
Type of Work			Seeding		
Subcontract Price			12,000.00		
Amount Uncompleted			0.00		
Subcontractor			RightWay		
Type of Work			Pvt Mk		
Subcontract Price			21,000.00		
Amount Uncompleted			0.00		
Subcontractor			CSD		
Type of Work			NonSpl Waste		
Subcontract Price			80,000.00		
Amount Uncompleted			0.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor			Burdick		
Type of Work			Water Main		
Subcontract Price			210,775.00		
Amount Uncompleted			210,775.00		
Subcontractor			Varsity Striping		
Type of Work			Striping		
Subcontract Price			21,533.00		
Amount Uncompleted			21,533.00		
Subcontractor			Western Asphalt		
Type of Work			Enviromental		
Subcontract Price			18,226.00		
Amount Uncompleted			18,226.00		
Subcontractor			Xtreme Seeding		
Type of Work			Seeding		
Subcontract Price			8,726.00		
Amount Uncompleted			8,726.00		
Subcontractor			Entler		
Type of Work			Drainage		
Subcontract Price			269,739.00		
Amount Uncompleted			82,536.00		
Subcontractor			Euroclydon		
Type of Work			Concrete		
Subcontract Price			83,631.00		
Amount Uncompleted			83,631.00		
Subcontractor			Right Way		
Type of Work			Traffic Control		
Subcontract Price			14,875.00		
Amount Uncompleted			8,000.00		
Total Uncompleted	0.00	0.00	433,427.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor		RWTC	Egizzi	Ramirez	
Type of Work		Traffic Control	electrical	Concrete	
Subcontract Price		93,000.00	362,200.00	37,395.00	
Amount Uncompleted		93,000.00	159,200.00	30,000.00	
Subcontractor			Varsity		
Type of Work			Pvt Marking		
Subcontract Price			28,600.00		
Amount Uncompleted			0.00		
Subcontractor			Xtreme		
Type of Work			Seeding		
Subcontract Price			8,200.00		
Amount Uncompleted			0.00		
Subcontractor			Western Asphalt		
Type of Work			Non Spl Waste		
Subcontract Price			23,850.00		
Amount Uncompleted			100.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	93,000.00	159,300.00	30,000.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
Officer or Director Title

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor			Xtreme		
Type of Work			Landscaping		
Subcontract Price			44,500.00		
Amount Uncompleted			44,500.00		
Subcontractor			RWTC		
Type of Work			Sign, Traff		
Subcontract Price			127,000.00		
Amount Uncompleted			127,000.00		
Subcontractor			Homer		
Type of Work			Landscaping		
Subcontract Price			42,750.00		
Amount Uncompleted			42,750.00		
Subcontractor			Dunn		
Type of Work			Asphalt		
Subcontract Price			220,000.00		
Amount Uncompleted			220,000.00		
Subcontractor			Hupp		
Type of Work			Earthwork		
Subcontract Price			312,000.00		
Amount Uncompleted			312,000.00		
Subcontractor			Macon Co.		
Type of Work			Fence		
Subcontract Price			235,900.00		
Amount Uncompleted			235,900.00		
Subcontractor			PJR		
Type of Work			Structure Steel		
Subcontract Price			24,200.00		
Amount Uncompleted			24,200.00		
Total Uncompleted	0.00	0.00	1,006,350.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Petersburg Plubminh		D&M Electric		
Type of Work	Lift Stations		Electric		
Subcontract Price	500,000.00		26,300.00		
Amount Uncompleted	100,000.00		26,300.00		
Subcontractor	Metero Ag		Griffith Plumbing		
Type of Work	Bio-Solids		Plumbing		
Subcontract Price	125,000.00		199,733.00		
Amount Uncompleted	0.00		144,000.00		
Subcontractor	Layfield		RenoSys		
Type of Work	Lagoon Liner		Pool Membrane		
Subcontract Price	225,000.00		153,764.00		
Amount Uncompleted	1,000.00		153,764.00		
Subcontractor	Egizzi		Fehring		
Type of Work	Electrical		Handrail		
Subcontract Price	70,000.00		8,772.00		
Amount Uncompleted	35,000.00		8,772.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	136,000.00	0.00	332,836.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 24 day of May, 2021.

Katharine A. Kinney
Notary Public

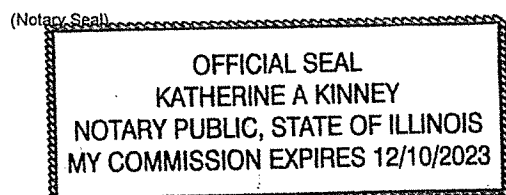
My commission expires: 12/10/2023

Type or Print Name William L Kinney President
Officer or Director Title

Signed William L Kinney

Company Kinney Contractors Inc

Address 19342 E Frontage Rd
Raymond IL 62560





RETURN WITH BID

Route	Various Streets
County	Macon
Local Agency	City of Decatur
Section	21-00111-00-RP

PAPER BID BOND

WE Kinney Contractors, Inc. 19342 East Frontage Road, Raymond, IL 62560 as PRINCIPAL,
and Western Surety Company 151 N. Franklin Street, Chicago, IL 60606 as SURETY.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the **PRINCIPAL** has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 24th day of May, 2021

Principal

Kinney Contractors, Inc.

By: William L. Kinney Pres.
William L. Kinney, President (Signature and Title)

By: Robert J. Kuehn (Company Name)
(Signature and Title)

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

Western Surety Company

Surety

By: Taffra S. Holman (Signature of Attorney-in-Fact)

STATE OF Illinois

COUNTY OF Montgomery

I, Katherine A. Kinnery, a Notary Public in and for said county,
do hereby certify that _____ and Taffra S. Holman

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

IGT-IFURN-IFRAYFIAT

10. I, _____, Attorney for my client and notarial seal this

NOTARY PUBLIC, STATE OF ILLINOIS

NO JURY PUBLIC, STATE OF ILLINOIS
My commission expires
~~MY COMMISSION EXPIRES 12/10/2023~~

ELECTRONIC BID

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Dennis D Flatness, Dennis W Lutz, Taffra S Holman, Susan M Stefanski, Barbara J Lemm,
Individually**

of Saint Louis, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of September, 2019.



WESTERN SURETY COMPANY

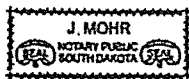
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 4th day of September, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of May 2021



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

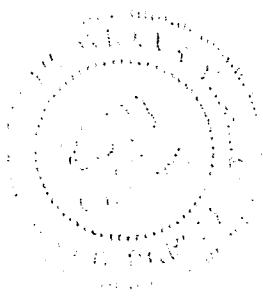
Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

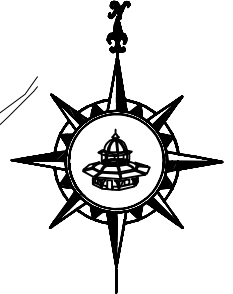
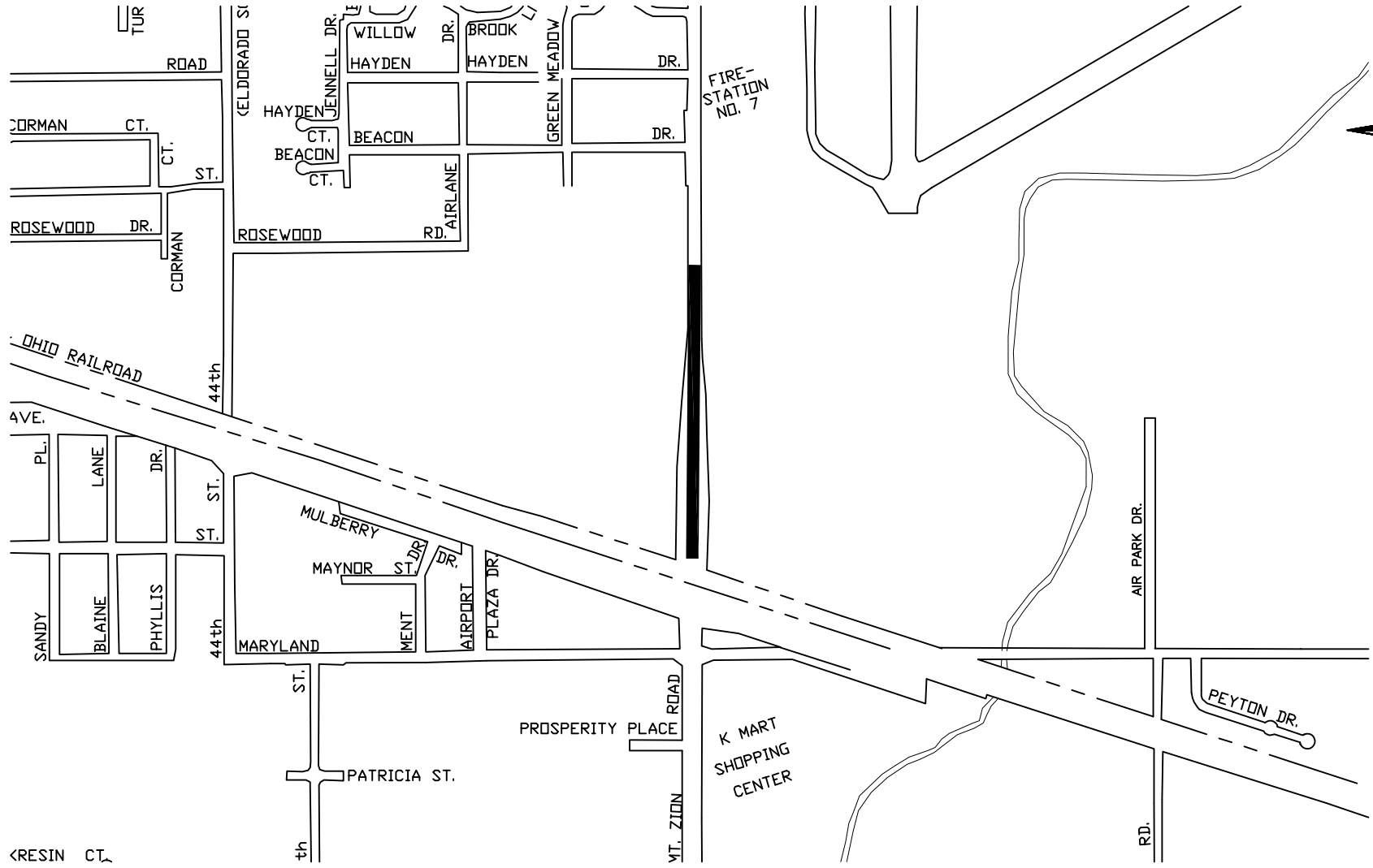
Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

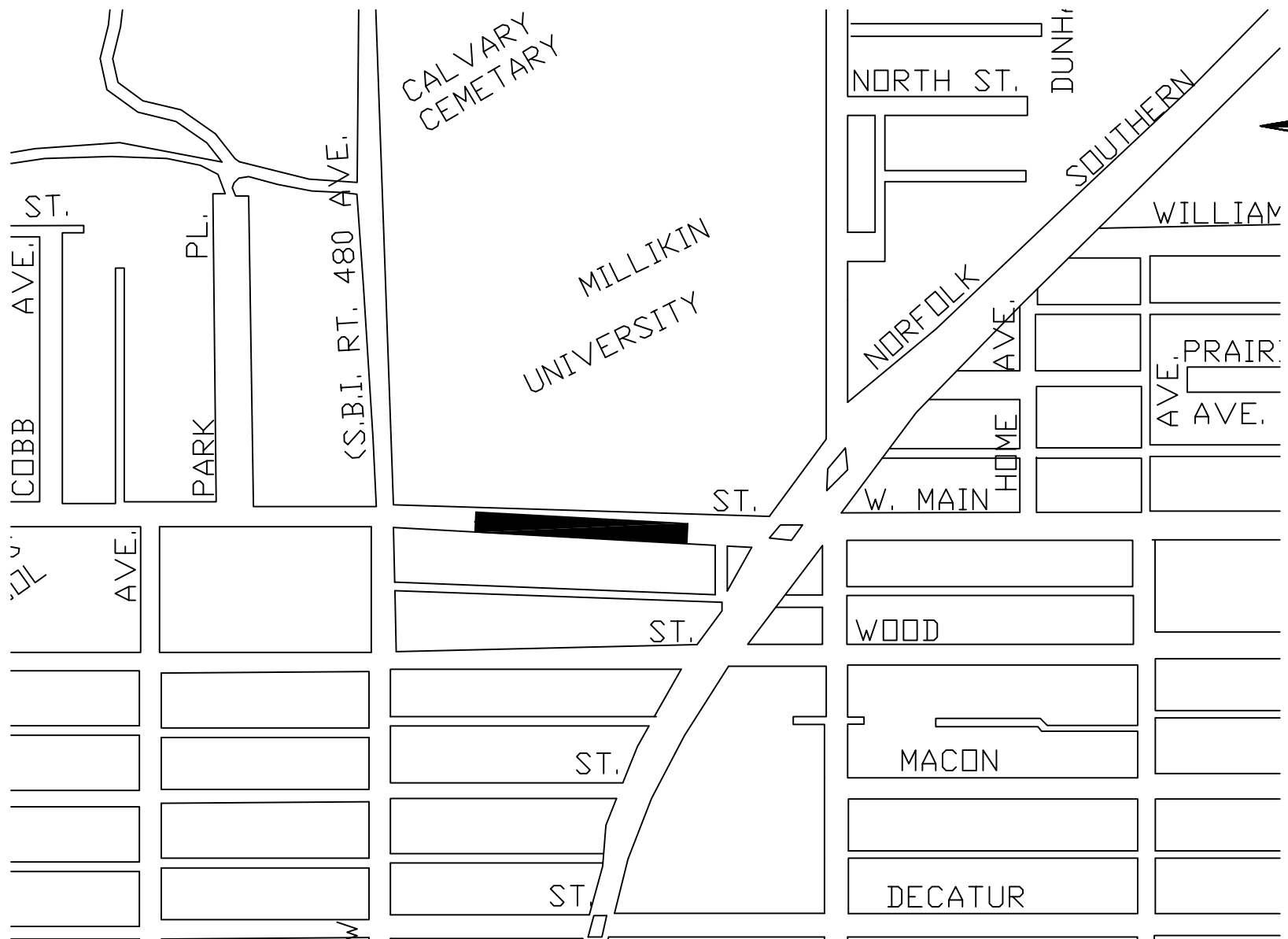




LEGEND

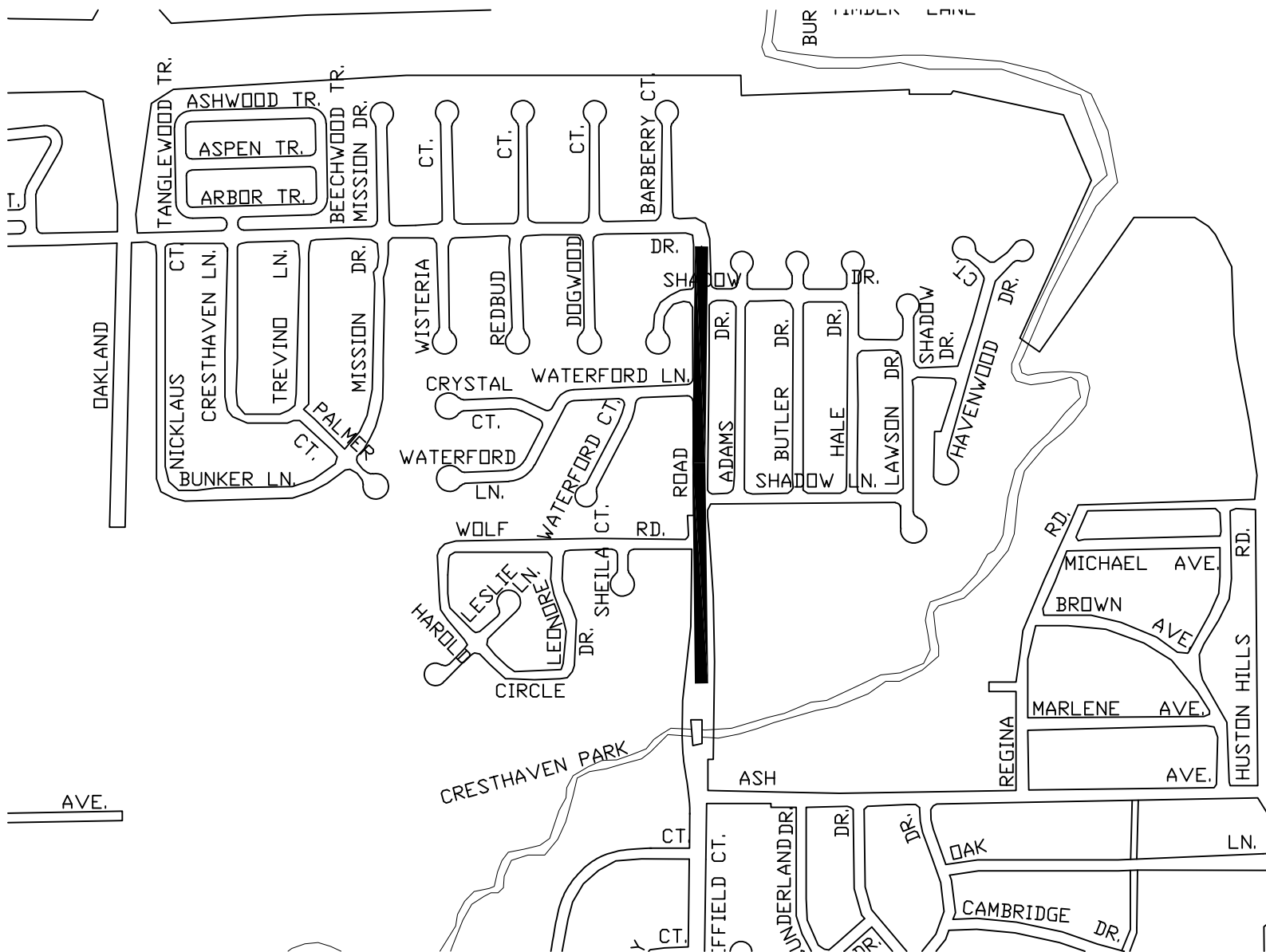


AIRPORT ROAD - CLASS B PATCHES & 1 1/2" HMA SURFACE COURSE



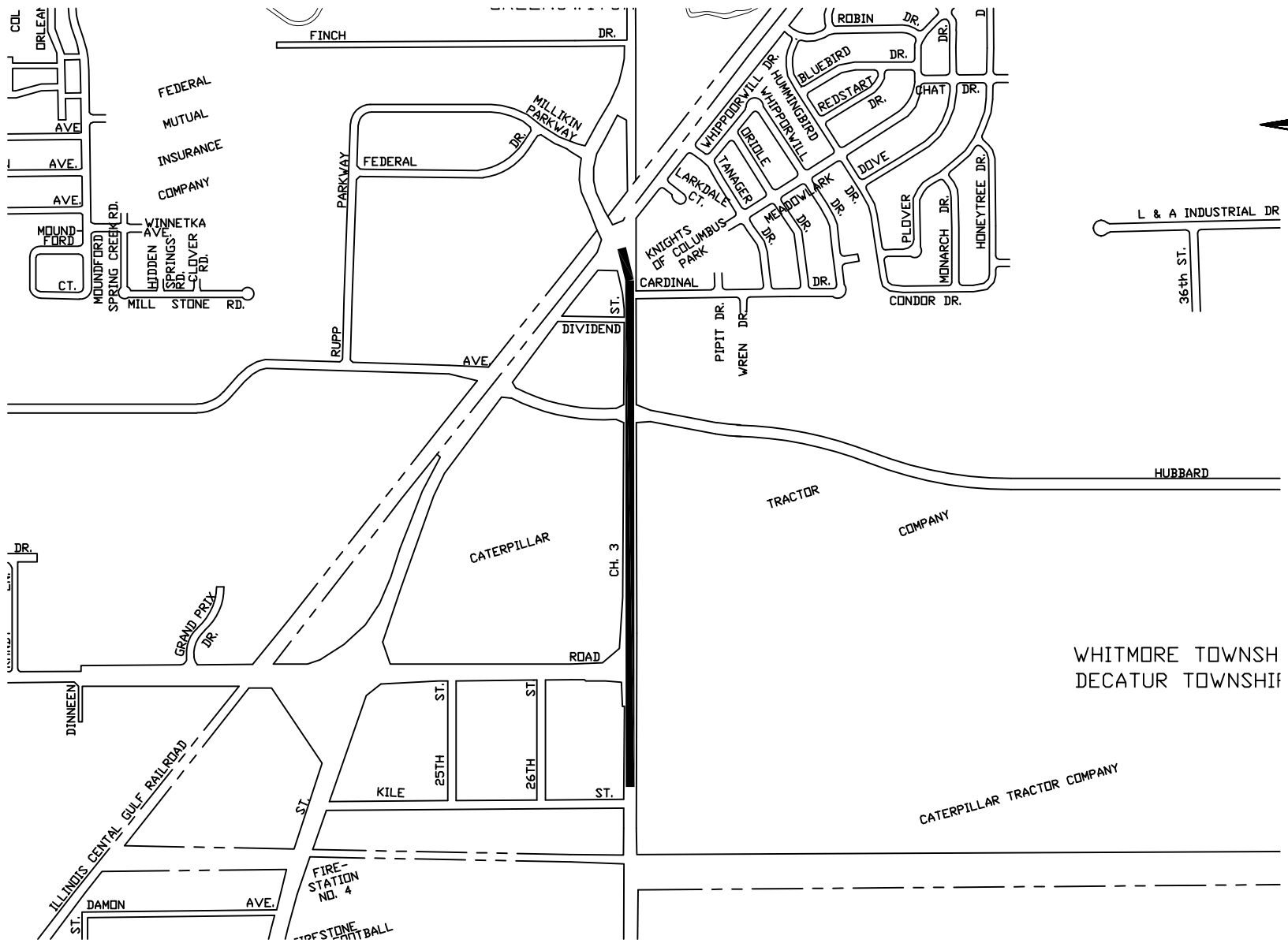
LEGEND

W. MAIN STREET- BASE COURSE REPLACE, WB LANE
 BRICK PAVERS REMOVE/SALVAGE/REPLACE, FULL WIDTH



LEGEND

MACARTHUR ROAD - BRIDGE TO ARBOR DR - CLASS B PATCHES



LEGEND

 27TH STREET - KILE ST TO ILL RTE 48 - CLASS B PATCHES

Project Name: Concrete and Brick Street Rehabilitation Project Number: 2021-11 Bid Date: May 24, 2021 Time: 10:30 a.m. Fund: Organization Code: Object Code:				Engineer's Estimate City Engineering Division		Kinney Contractors 19342 E Frontage Road Raymond, IL 62560		A&R Mechanical Services 711 Kettering Park Drive Urbana, IL 61801	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
35200600	Earth Excavation	215.50	CU YD	\$40.00	\$8,620.00	\$42.00	\$9,051.00	\$49.59	\$10,686.65
35300700	Portland Cement Concrete Base Course, 12"	680.78	SQ YD	\$143.00	\$97,351.54	\$92.00	\$62,631.76	\$141.94	\$96,629.91
44000100	Pavement Removal	680.78	SQ YD	\$20.00	\$13,615.60	\$24.00	\$16,338.72	\$30.98	\$21,090.56
44001700	Comb Concrete Curb and Gutter Rem and Repl	963.00	FOOT	\$60.00	\$57,780.00	\$61.50	\$59,224.50	\$59.77	\$57,558.51
44200970	Class B Patches, Type II, 10 inch	876.50	SQ YD	\$170.00	\$149,005.00	\$145.00	\$127,092.50	\$186.00	\$163,029.00
44200974	Class B Patches, Type III, 10 inch	737.40	SQ YD	\$170.00	\$125,358.00	\$141.00	\$103,973.40	\$172.84	\$127,452.22
44200978	Class B Patches, Type IV, 10 inch	3,361.00	SQ YD	\$170.00	\$571,370.00	\$135.00	\$453,735.00	\$148.95	\$500,620.95
44201298	Dowel Bars, 1-1/4 inch	3,646.00	EACH	\$19.80	\$72,190.80	\$18.00	\$65,628.00	\$18.23	\$66,466.58
44213200	Sawcuts	18,249.00	FOOT	\$5.50	\$100,369.50	\$2.00	\$36,498.00	\$3.47	\$63,324.03
44213202	Tie Bars, 1 inch	2,503.00	EACH	\$16.50	\$41,299.50	\$15.00	\$37,545.00	\$16.00	\$40,048.00
60250200	Catch Basins to be Adjusted	5.00	EACH	\$750.00	\$3,750.00	\$850.00	\$4,250.00	\$345.83	\$1,729.15
60255800	Manholes to be Adjusted with New Frames	7.00	EACH	\$3,100.00	\$21,700.00	\$1,500.00	\$10,500.00	\$852.28	\$5,965.96
60300410	Valve Box Frames to be Adjusted with New Frames	7.00	EACH	\$3,000.00	\$21,000.00	\$680.00	\$4,760.00	\$646.98	\$4,528.86
88600100	Detector Loop, Type 1	1,186.00	FOOT	\$45.00	\$53,370.00	\$30.00	\$35,580.00	\$52.24	\$61,956.64
X0327611	Remove and Reinstall Brick Paver	12,806.01	SQ FT	\$6.00	\$76,836.06	\$9.50	\$121,657.10	\$19.71	\$252,406.46
X0540000	Brick Pavers	1,602.15	SQ FT	\$3.20	\$5,126.88	\$6.00	\$9,612.90	\$6.39	\$10,237.74
X3510140	Aggregate Base Course, Special	220.85	TON	\$42.00	\$9,275.70	\$43.00	\$9,496.55	\$54.26	\$11,983.32
TOTAL BIDS (AS CORRECTED)				\$1,428,018.58		\$1,167,574.43		\$1,495,714.54	
Percent Over Under ENGINEER'S ESTIMATE						-18.24%		4.74%	


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

5/25/2021
 Date

Public Works

DATE: 5/27/2021

MEMO: 2021-61

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 Authorizing the Purchase of a Temporary Construction Easement on Property Owned by the Norfolk Southern Railway Company for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.
City Project 2009-33, Section 09-00933-01-BR

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor, City Manager, or an authorized designee, to sign the documents related to the purchase of a temporary construction easement from the Norfolk Southern Railway Company for \$13,485.00. It is expected that the City will be reimbursed up to \$10,788 (80%) from the Illinois Competitive Freight Program. The remaining 20% will be paid with State Motor Fuel Tax funds allocated to the City.

BACKGROUND:

On January 21, 2020, the City Council approved Amendment #1 to an agreement with the State of Illinois that allocated Freight Grant funding for the purchase of right of way for the Brush College / Faries Parkway Grade Separation Project.

The City has reached an agreement with the Norfolk Southern Railway Company for a temporary construction easement on their right of way just north of Faries Parkway. The proposed expenditure is for a total of \$13,485.00 which includes \$10,788.00 in Federal funds from the \$25 million grant awarded to the City through the Illinois Competitive Freight Program. The balance of the required funds, estimated to be \$2,697.00, will be paid from the City's allocation of State Motor Fuel Tax funds.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Crawford, Murphy & Tilly, Inc.

LEGAL REVIEW:

The agreements are standard IDOT documents as modified by the railroad.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The resolution authorizes the expenditure of \$13,485.00 for the purchase of a temporary construction easement from the Norfolk Southern Railway Company with an expected reimbursement of up to \$10,788 (80%) from the Illinois Competitive Freight Program and the balance (\$2,697) being paid from the City’s allocation of State Motor Fuel Tax Funds.

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

SCHEDULE, DESIGN AND CONSTRUCTION:

This purchase will be executed upon approval by the Council and Norfolk Southern. Construction of the Brush College improvement is planned to begin in 2021.

COPY: Crawford, Murphy & Tilly, Inc.

ATTACHMENTS:

Description	Type
Resolution Authorizing the Purchase of a Temporary Construction Easement on Property Owned by the Norfolk Southern Railway Company for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF A TEMPORARY
CONSTRUCTION EASEMENT ON PROPERTY OWNED BY THE NORFOLK
SOUTHERN RAILWAY COMPANY FOR THE IMPROVEMENT OF BRUSH
COLLEGE ROAD OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN
RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Mayor, City Manager, or their authorized designee, are authorized to execute the documents relating and necessary to acquire the following described property:

Temporary Easement needed for Entrance Construction and Grading

A part of the Norfolk Southern Railway Company Right of Way lying in the Southwest Quarter of Section 5, Township 16 North, Range 3 East of the Third Principal Meridian, and described as follows:

Commencing at an Illinois Department of Transportation Brass Plug found at the southeast corner of the Southwest Quarter of said Section 5 per Monument Record recorded as Document 1894076 of the records in the Recorder's Office of Macon County, Illinois (N: 1164657.94, E: 828365.34); thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 89 degrees 06 minutes 39 seconds West 265.13 feet along the south line of the Southwest Quarter of said Section 5; thence North 0 degrees 53 minutes 21 seconds West 33.31 feet to an existing easement and right of way per Book 2132, Page 336 of the records aforesaid and the Point of Beginning (N: 1164687.13, E: 828099.73); thence South 86 degrees 40 minutes 28 seconds West 46.38 feet along said existing easement and right of way; thence, continuing along said existing easement and right of way, northwesterly 369.94 feet along a curve to the right, said curve having a radius of 5,698.58 feet, the chord of said curve bears North 88 degrees 24 minutes 32 seconds West 369.88 feet; thence North 86 degrees 32 minutes 57 seconds West 27.01 feet along said existing easement and right of way; thence, continuing along said existing easement and right of way, northwesterly 597.87 feet along a curve to the left, said curve having a radius of 5,251.03 feet, the chord of said curve bears North 89 degrees 48 minutes 40 seconds West 597.55 feet; thence South 86 degrees 55 minutes 38 seconds West 424.60 feet along said existing easement and right of way; thence North 3 degrees 04 minutes 22 seconds West 10.00 feet (N: 1164685.53, E: 826634.66); thence North 86 degrees 55 minutes 38 seconds East 350.00 feet along a line 10.00 feet distant northerly of and parallel to said existing easement and right of way; thence North 3 degrees 04 minutes 22 seconds West 7.00 feet; thence North 86 degrees 55 minutes 38 seconds East 74.60 feet along a line 17.00 feet distant northerly of and parallel to said existing easement and right of way; thence southeasterly 599.81 feet along a curve to the right being concentric with and 17.00 feet

northerly of said existing easement and right of way, said curve having a radius of 5,268.03 feet, the chord of said curve bears South 89 degrees 48 minutes 40 seconds East 599.49 feet; thence South 86 degrees 32 minutes 57 seconds East 27.01 feet along a line 17.00 feet distant northerly of and parallel to said existing easement and right of way; thence southeasterly 368.38 feet along a curve to the left being concentric with and 17.00 feet northerly of said existing easement and right of way, said curve having a radius of 5,681.58 feet, the chord of said curve bears South 88 degrees 24 minutes 24 seconds East 368.32 feet; thence North 86 degrees 40 minutes 28 seconds East 45.93 feet along a line 17.00 feet distant northerly of and parallel to said existing easement and right of way; thence South 3 degrees 19 minutes 32 seconds East 17.00 feet to the Point of Beginning. Said parcel contains 0.516 acres, more or less.

Section 2. That there is hereby authorized the expenditure of \$13,485.00 of State Motor Fuel Tax funds for the purpose of purchasing said property with an expected \$10,788.00 reimbursement from the Illinois Competitive Freight Program.

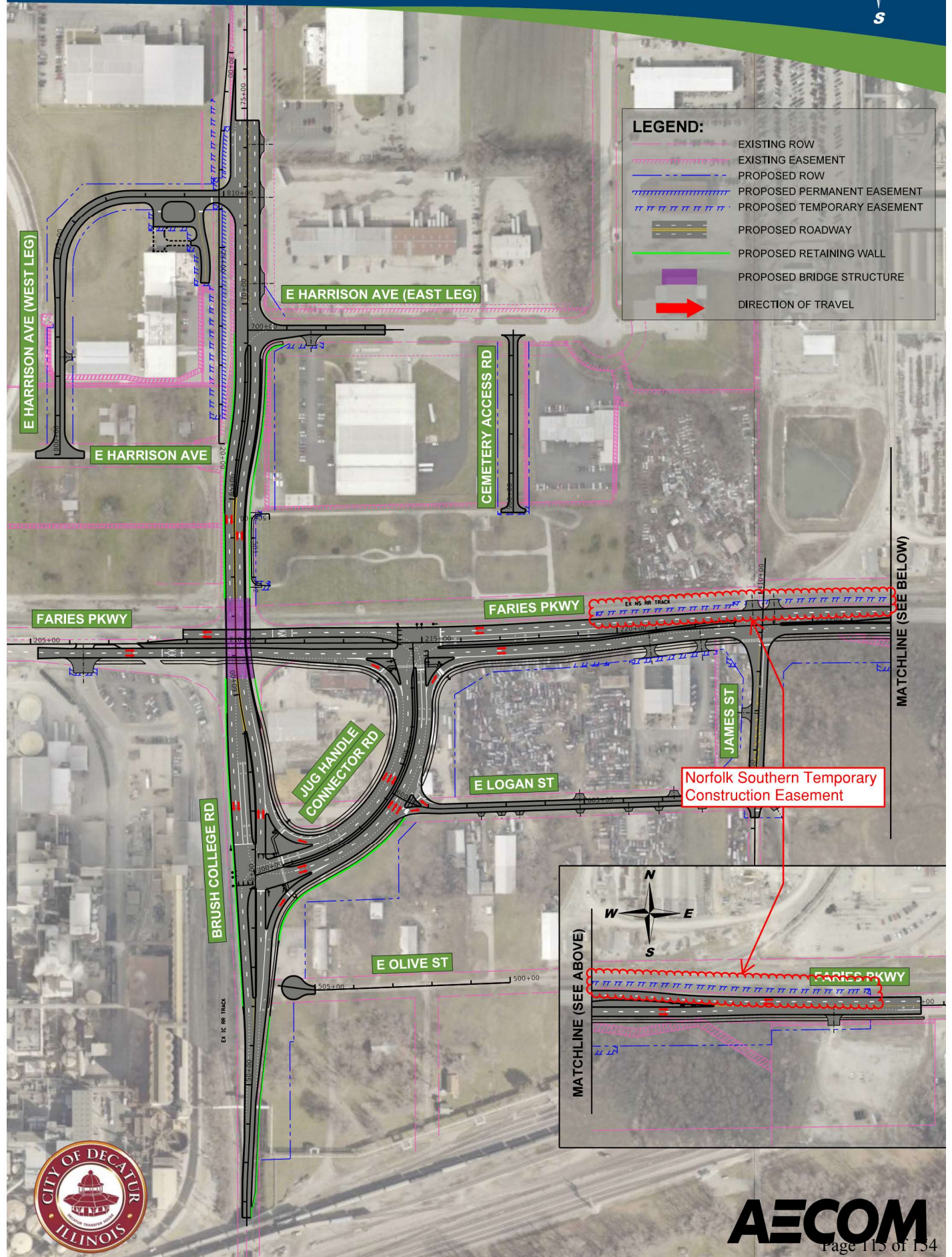
PRESENTED and ADOPTED this 7th day of June, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Project Plan



City Manager

DATE: 5/27/2021

MEMO:

TO: Mayor Moore Wolfe & City Council

FROM: Jon Kindseth, Deputy City Manager

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
City of Decatur 2021 Electricity Evaluation	Backup Material

MEMORANDUM 2021-21

DATE: June 7, 2021
TO: Honorable Mayor Julie Moore Wolfe and City Council
FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolutions Authorizing Service Agreements for the Supply of Electricity and Natural Gas

SUMMARY RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute supply agreements for both electricity and natural gas for the City of Decatur accounts, when optimal pricing is received.

BACKGROUND:

The City of Decatur has been purchasing both electricity and natural gas from alternative suppliers for many years. In the next few months both electricity and the natural gas contract will expire and the City would like to secure new contracts most advantageous to the City. The City has also been working with other taxing bodies in Decatur to potentially jointly bid these aggregated needs, but City needs to be able to execute the new supply agreements when the pricing is the best.

Due to the volatility of energy costs, pricing received for both natural gas and electric is typically only good for 24 hours. There can be significant pricing swings on a daily and certainly a weekly basis. Staff has included preliminary pricing with this item, though it is dated from a couple of weeks ago. The City will receive final and best pricing again on Monday, June 7th. Staff may recommend that this pricing be accepted, or we may opt to reject that pricing and secure pricing again in a week or two. This resolution will authorize the City Manager to continue secure pricing until such time when we believe that it is the lowest it will be before final execution.

Staff will provide a recommendation on Monday night based on the pricing received on Monday.

INPUT FROM OTHER SOURCES: City staff and CQI, our energy consultant.

STAFF REFERENCE: City Manager, Scot Wrighton or Jon Kindseth can address any questions related to this agreement.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
ELECTRICITY SUPPLY FOR THE CITY OF DECATUR ELECTRIC ACCOUNTS**

WHEREAS, the City of Decatur has numerous electric accounts across the City facilities and operations; and

WHEREAS, such electric accounts have historically been supplied with an alternative supplier; and

WHEREAS, because electricity is a commodity for which supply bids typically are good for about 24 hours, the City of Decatur must act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its accounts, and

WHEREAS, the City of Decatur City Council finds that the best interests of the City of Decatur are served by authorizing the Decatur City Manager to receive and review bids and to accept the bid most beneficial to the City of Decatur, and

NOW THEREFORE, BE IT RESOLVED by the Decatur City Council of Decatur Illinois, Macon County, Illinois, as follows:

SECTION 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated into this Resolution as if set forth in Section 1.

SECTION 2. The corporate authorities of Decatur Illinois hereby authorize and direct the City Manager or his/her designee to receive and review bids and accept the bid most beneficial to the City of Decatur without further action of the Decatur City Council. The City Manager or his/her designee is hereby authorized to execute a service agreement with the bidder who submits the bid most beneficial to the City of Decatur for the supply of electricity for the City of Decatur electric supply needs, without further action of the Decatur City Council, with said execution and attestation to take place within the applicable time constraints required by the bidder, provided , however, that the energy price to be paid per kilowatt hour pursuant to the service agreement is less than the default rate currently in effect, resulting in cost reduction for City of Decatur electric accounts.

SECTION 3. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force effect.

SECTION 4. This Resolution shall be effective immediately and shall remain in effect until rescinded by the City of Decatur, and shall remain in effect for the current bid and any and

all future bids associated with each occasion when the renewal of an electricity supply contract for its electric accounts exists.

PRESENTED AND ADOPTED this 7th day of June, 2021

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Date	5/17/2021
Service	Electricity
Region/ Market	Illinois
Distribution Company	Ameren
Start Date New Contract	10/1/21

City of Decatur Illinois

Review Draft May
17, 2022

Current Supplier:	AEP			
Contract Term:	October 2018 to October 2021	<u>Annual kWh</u>	<u>Annual Cost</u>	
Contract Price:	\$0.03746	20,996,976	\$786,547	Current Cost

<u>October 2021- October 2022</u>				\$786,547
<u>Supplier</u>	<u>12 Months*</u>	<u>Annual kWh</u>	<u>Annual Cost</u>	<u>Estimate vs. Current Contract</u>
AEP	\$0.04120	20,996,976	\$865,075	(\$78,529)
CNE	\$0.04353	20,996,976	\$913,998	(\$127,452)
Homefield	\$0.04193	20,996,976	\$880,403	(\$93,856)
MidAmerican	\$0.04390	20,996,976	\$921,767	(\$135,221)

<u>October 2021- October 2023</u>				\$786,547
<u>Supplier</u>	<u>24 Months*</u>	<u>Annual kWh</u>	<u>Annual Cost</u>	<u>Estimate vs. Current Contract</u>
AEP	\$0.04160	20,996,976	\$873,474	(\$86,927)
CNE	\$0.04370	20,996,976	\$917,568	(\$131,021)
Homefield	\$0.04214	20,996,976	\$884,813	(\$98,266)
MidAmerican	\$0.04360	20,996,976	\$915,468	(\$128,921)

<u>October 2021- October 2024</u>				\$786,547
<u>Supplier</u>	<u>36 Months*</u>	<u>Annual kWh</u>	<u>Annual Cost</u>	<u>Estimate vs. Current Contract</u>
AEP	\$0.04252	20,996,976	\$892,791	(\$106,245)
CNE	\$0.04439	20,996,976	\$932,056	(\$145,509)
Homefield	\$0.04269	20,996,976	\$896,361	(\$109,814)
MidAmerican	\$0.04320	20,996,976	\$907,069	(\$120,523)

* Rates Quoted by the Suppliers are subject to possible future regulatory "Changes in Law" which could include rate changes implemented by the Federal Energy Regulatory Commission, the Utility Grid Management Company and the State Public Utility Commissions or Agencies



CQI Associates, LLC requires that above referenced client's management, staff, associates, consultant and contractors shall not disclose the contents or terms of this Agreement and the proprietary information developed and provided by the CQI Associates, LLC to a third party, except in order to comply with the implementation of this Agreement process and any applicable law, order, or regulation.

City Manager

DATE: 5/27/2021

MEMO:

TO: Mayor Moore Wolfe & City Council

FROM: Jon Kindseth, Deputy City Manager

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
City of Decatur 2021 Gas Evaluation	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
NATURAL GAS SUPPLY FOR THE CITY OF DECATUR ACCOUNTS

WHEREAS, the City of Decatur has numerous Ameren accounts for natural gas needs across the City facilities and operations; and

WHEREAS, the City of Decatur would be financially better served if such gas accounts are to be supplied with an alternative supplier; and

WHEREAS, because natural gas is a commodity for which supply bids typically are good for about 24 hours, the City of Decatur must act promptly to accept any such desired bid in order to contractually guarantee a per therm rate for its accounts, and

WHEREAS, the City of Decatur City Council finds that the best interests of the City of Decatur are served by authorizing the Decatur City Manager to receive and review bids and to accept the bid most beneficial to the City of Decatur, and

NOW THEREFORE, BE IT RESOLVED by the Decatur City Council of Decatur Illinois, Macon County, Illinois, as follows:

SECTION 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated into this Resolution as if set forth in Section 1.

SECTION 2. The corporate authorities of Decatur Illinois hereby authorize and direct the City Manager or his/her designee to receive and review bids and accept the bid most beneficial to the City of Decatur without further action of the Decatur City Council. The City Manager or his/her designee is hereby authorized to execute a service agreement with the bidder who submits the bid most beneficial to the City of Decatur for the supply of natural gas for the City of Decatur gas supply needs, without further action of the Decatur City Council, with said execution and attestation to take place within the applicable time constraints required by the bidder, provided , however, that the energy price to be paid per therm pursuant to the service agreement is less than the default rate currently in effect, resulting in cost reduction for City of Decatur gas accounts.

SECTION 3. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force effect.

SECTION 4. This Resolution shall be effective immediately and shall remain in effect until rescinded by the City of Decatur, and shall remain in effect for the current bid and all future

bids associated with each occasion when the renewal of a natural gas supply contract for its electric accounts exists.

PRESENTED AND ADOPTED this 7th day of June, 2021

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Quote Date	5/12/2021
Service	Natural Gas
Region/ Market	Illinois
Distribution Companies	Ameren

Natural Gas

City of Decatur Illinois

Review Draft May 17,
2021

Current Supplier	MidAmerican		
Contract Term Date	August 2018 to August 2021	Annual Therms	Current Annual Supply Service Cost
Current Contract Rate (\$/therm)	\$0.2980	267,000	\$79,566

				Current Annual Supply Service Cost
Firm Fixed All-Inclusive Price to the Burnertip (Includes Balancing and Storage)				\$79,566
<u>August 1, 2021 - July 31, 2022</u>	<u>12 months</u>	<u>Annual Therms</u>	<u>Estimated Annual Cost</u>	<u>Savings vs Current Contract</u>
Constellation	\$0.38720	267,000	\$103,382	(\$23,816)
Tylex	\$0.35250	267,000	\$94,118	(\$14,552)
MidAmerican	\$0.38080	267,000	\$101,674	(\$22,108)

				Current Annual Supply Service Cost
				\$79,566
<u>August 1, 2021 - July 31, 2023</u>	<u>24 months</u>	<u>Annual Therms</u>	<u>Estimated Annual Cost</u>	<u>Savings vs Current Contract</u>
Constellation	\$0.37160	267,000	\$99,217	(\$19,651)
Tylex	\$0.33700	267,000	\$89,979	(\$10,413)
MidAmerican	\$0.36100	267,000	\$96,387	(\$16,821)

				Current Annual Supply Service Cost
				\$79,566
<u>August 1, 2021- July 31, 2024</u>	<u>36 months</u>	<u>Annual Therms</u>	<u>Estimated Annual Cost</u>	<u>Savings vs Current Contract</u>
Constellation	\$0.36710	267,000	\$98,016	(\$18,450)
Tylex	\$0.33100	267,000	\$88,377	(\$8,811)
Midamerican	\$0.00000	0	\$0	\$0



CQI Associates, LLC requires that above referenced client's management, staff, associates, consultants, and contractors shall not disclose the contents or terms of this Agreement and the proprietary information developed and provided by the CQI Associates, LLC to a third party, except in order to comply with the implementation of this Agreement process and any applicable law, order, or regulation.

Legal Department

DATE: 6/3/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: City Manager Scot Wrighton

SUBJECT: Ordinance Amending City Code Chapter 73-Offenses, Section 38-Protective Face Coverings Required and Section 39-Penalty

SUMMARY RECOMMENDATION: The Ordinance updates City Code regarding mask use to comply with the relaxed rules issued by the Governor of Illinois, ahead of the State's planned transition to Phase 5.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 73-Offenses, Section 38-Protective Face Coverings Required and Section 39-Penalty	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 73 -
- OFFENSES -

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

SECTION 1. That Chapter 73 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 38 and 39, so that Sections 38 and 39 as so amended, shall provide as follows:

38. PROTECTIVE FACE COVERINGS REQUIRED.

A. Required.

1. All persons within the municipal boundary of the City of Decatur shall be required to wear protective face coverings, which face coverings shall completely cover their mouth and nose, and be reasonably designed and made to inhibit, filter or restrict the passing of a person's breath, sneeze, cough or other exhaling from one's nose and mouth while in or on:

- (a) Any healthcare setting;
- (b) Any public transportation including, but not limited to, buses, planes, taxis or rideshares;
- (c) Any public transportation hub;
- (d) Any congregate facilities or setting;
- (e) Any school, day care setting and educational institution as required by the Illinois State Board of Education, Illinois Department of Children and Family Services, and the Illinois Department of Public Health.
- (f) Any public or private building, business or space as required by the owner or operator.

2. In addition to the requirements set forth in Section 38(A)(1) above, all persons within the municipal boundary of the City of Decatur who are not fully vaccinated, which is defined as two weeks after the second dose in a two-dose series of vaccine or two weeks after a single dose vaccine, engaging in any activity outside of their residence, while other persons are present, shall be required to wear protective face coverings, which face coverings shall completely cover their mouth and nose, and be reasonably designed and made to inhibit, filter or restrict the passing of a person's breath, sneeze, cough or other exhaling from one's nose and mouth when in a public place and unable to maintain a consistent six-foot social distance from others.

B. Exceptions. Protective face coverings shall not be required,

- (1) For children under two years of age;
- (2) When engaged in physical activity such as walking or running while maintaining social distancing from others of not less than six feet;
- (3) When alone with members of the same household;
- (4) When eating or drinking, whether in public or private.

Reasonable accommodations must be provided for those with a medical condition or disability that prevents the wearing of face coverings so long as doing so does not cause an undue hardship.

C. Duration. The restrictions herein shall be effective until repealed by the City Council or until the Governor of the State of Illinois rescinds the public health emergency order requiring face coverings, whichever occurs first.

39. PENALTY

A. Any person, firm or corporation who shall violate any of the provisions of Section 38(A) of this Chapter shall, upon conviction, be fined as set forth herein.

First Offense:	Twenty-Five Dollars (\$25.00)
Second Offense:	Fifty Dollars (\$50.00)
Third Offense:	One Hundred Dollars (\$100.00)
Fourth and Each Subsequent Offense:	Two Hundred Fifty Dollars (\$250.00)

Each day on which a violation occurs or continues shall be considered a separate

offense.

B. Any person, firm or corporation who shall violate any of the provisions of this Chapter, except as set forth in Section 38, shall, upon conviction, be fined a minimum of Two Hundred Fifty Dollars (\$250.00) but not more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of June, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2021.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 73

- OFFENSES -

...38. **PROTECTIVE FACE COVERINGS REQUIRED.**

A. Required.

1. All persons within the municipal boundary of the City of Decatur ~~engaging in any activity outside of their residence, while other persons are present,~~ shall be required to wear protective face coverings, which face coverings shall completely cover their mouth and nose, and be reasonably designed and made to inhibit, filter or restrict the passing of a person's breath, sneeze, cough or other exhaling from one's nose and mouth while in or on ~~when they must leave their home or report to work including but not limited to:~~

- (a) Any healthcare setting;
- (b) Any public transportation including, but not limited to, buses, planes, taxis or rideshares;
- (c) Any public transportation hub;
- (d) Any congregate facilities or setting;
- (e) Any school, day care setting and educational institution as required by the Illinois State Board of Education, Illinois Department of Children and Family Services, and the Illinois Department of Public Health.
- (f) Any public or private building, business or space as required by the owner or operator.
- ~~(1) Shopping or working at retail businesses;~~
- ~~(2) Picking up food from a drive through restaurant or food establishment or curbside pickup from a restaurant or food establishment;~~

- ~~(3) Visiting a health care provider;~~
- ~~(4) Traveling on public transportation, taxis or rideshares;~~
- ~~(5) Interacting with customers, clients, patients, coworkers or any other person at a place of business or worship that is open to the general public;~~
- ~~(6) Performing services for state and local government agencies, where close interactions with other people are unavoidable;~~
- ~~(7) When feeling sick, coughing or sneezing or otherwise ill.~~

2. In addition to the requirements set forth in Section 38(A)(1) above, all persons within the municipal boundary of the City of Decatur who are not fully vaccinated, which is defined as two weeks after the second dose in a two-dose series of vaccine or two weeks after a single dose vaccine, engaging in any activity outside of their residence, while other persons are present, shall be required to wear protective face coverings, which face coverings shall completely cover their mouth and nose, and be reasonably designed and made to inhibit, filter or restrict the passing of a person's breath, sneeze, cough or other exhaling from one's nose and mouth when in a public place and unable to maintain a consistent six-foot social distance from others.

B. Exceptions. Protective face coverings shall not be required,

- (1) For children under two years of age;
- (2) When engaged in physical activity such as walking or running while maintaining social distancing from others of not less than six feet;
- (3) When alone or with members of the same household;
- (4) When eating or drinking, whether in public or private.

Reasonable accommodations must be provided for those with a medical condition or disability that prevents the wearing of face coverings so long as doing so does not cause an undue hardship.

C. Duration. The restrictions herein shall be effective until repealed by the City Council or until the Governor of the State of Illinois rescinds the public health emergency order requiring face coverings, whichever occurs first.

~~D. Admission or Service Refusal. A business, store, office, venue, property owner, manager or operator shall monitor those persons entering and remaining in or on their property, business or office and shall refuse admission, service and allowance to remain in or on their property to any individual who fails to wear a face covering, which face covering shall completely cover their mouth and nose, and be reasonably designed and made to inhibit, filter or restrict the passing of a person's breath, sneeze, cough or other exhaling from one's nose and mouth.~~

~~Reasonable accommodations must be provided for those with a medical condition or disability that prevents the wearing of face coverings so long as doing so does not cause an undue hardship.~~

39. **PENALTY.**

A. ~~(1)~~ Any person, firm or corporation who shall violate any of the provisions of Section 38(A) of this Chapter shall, upon conviction, be fined as set forth herein.

First Offense:	Twenty-Five Dollars (\$25.00)
Second Offense:	Fifty Dollars (\$50.00)
Third Offense:	One Hundred Dollars (\$100.00)
Fourth and Each Subsequent Offense:	Two Hundred Fifty Dollars (\$250.00)

Each day on which a violation occurs or continues shall be considered a separate offense.

~~—(2) Any business, store, office, venue, property owner, manager or operator who shall violate any of the provisions of Section 38(D) of this Chapter shall, upon conviction, be fined as set forth herein.~~

~~First Offense: _____ Fifty Dollars (\$50.00)~~

~~Second Offense: _____ One Hundred Dollars (\$100.00)~~

~~Third Offense: _____ Two Hundred Dollars (\$200.00)~~

~~Fourth and Each Subsequent Offense: _____ Five Hundred Dollars (\$500.00)~~

~~Each day on which a violation occurs or continues shall be considered a separate offense.~~

B. Any person, firm or corporation who shall violate any of the provisions of this Chapter, except as set forth in Section 38, shall, upon conviction, be fined a minimum of Two Hundred Fifty Dollars (\$250.00) but not more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense....

Public Works

DATE: 5/25/2021

MEMO: 2021-59

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3633 Catherine Street

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 3633 Catherine Street be approved.

BACKGROUND: The subject property is being annexed due to citizen wanting to receive City water.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works 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
Ordinance Annexing Territory 3633 Catherine Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3633 CATHERINE STREET**

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

LOT FOURTEEN (14) OF THE VIRGINIA SECOND ADDITION, AS PER PLAT RECORDED IN BOOK 802, PAGE 119 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 04-12-06-427-006

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 7th day of June 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

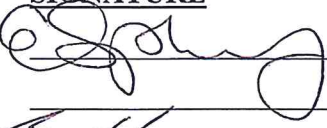
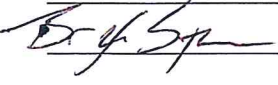
The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3633 Catherine Street, and legally described as follows:

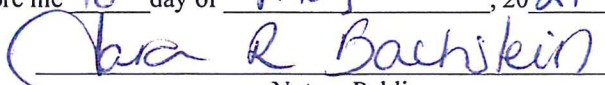
LOT FOURTEEN (14) OF THE VIRGINIA SECOND ADDITION, AS PER PLAT RECORDED IN BOOK 802, PAGE 119 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS

PIN #04-12-06-427-006

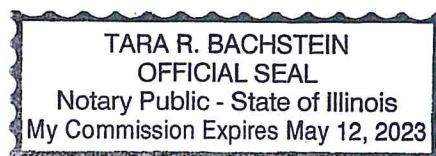
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

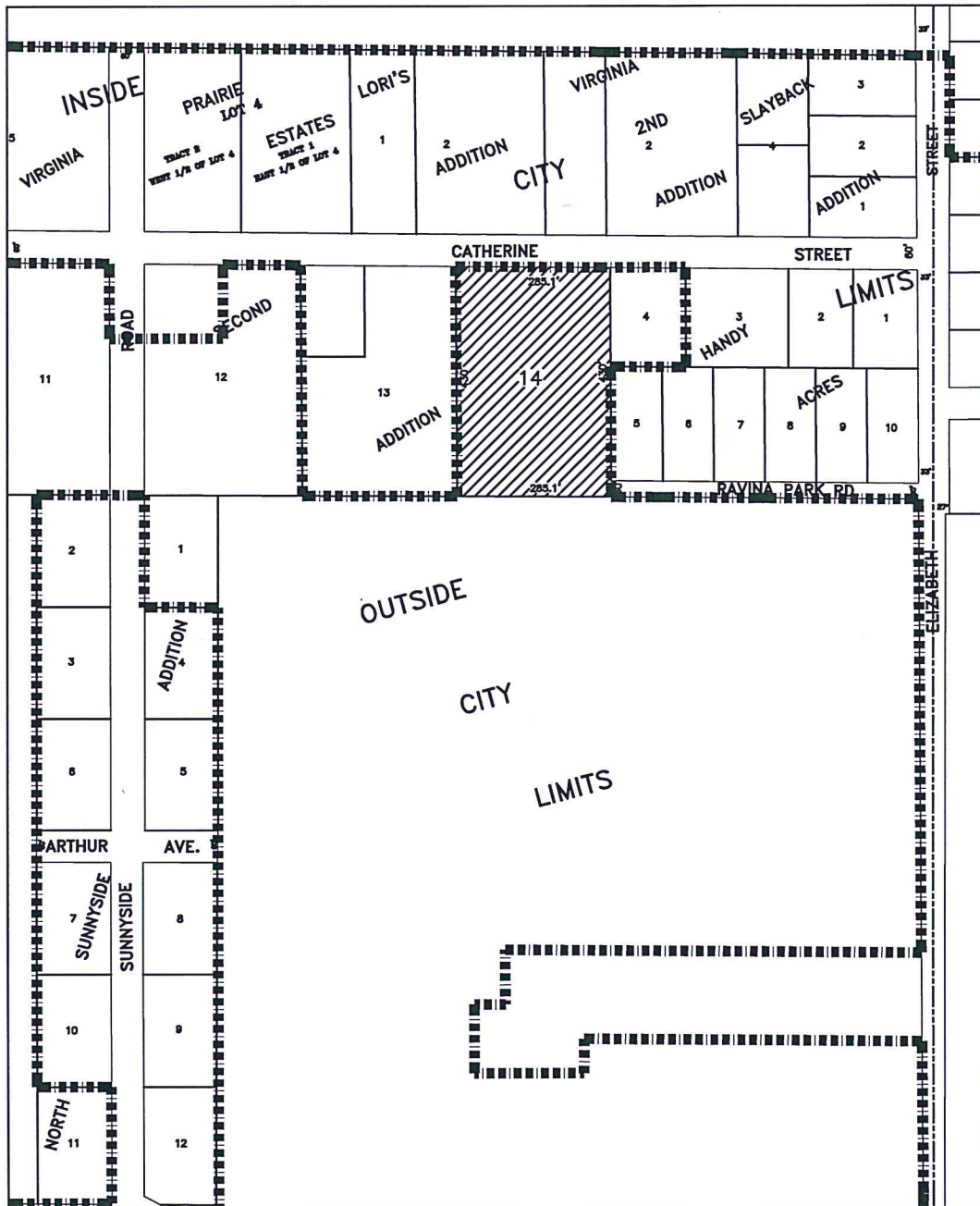
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	Erin Spanberger	7173 Kirby Rd., Oreana, IL 62554
	Bryan Spanberger	7173 Kirby Rd. Oreana, IL 62554

Signed and sworn to before me 10th day of May, 2021


Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3633 CATHERINE STREET



indicates territory annexed



indicates existing corporate limits

2.814± acres

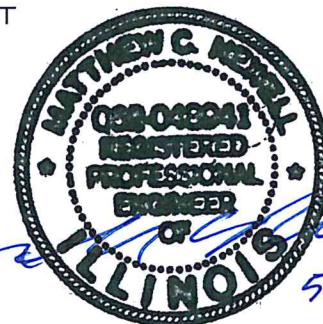
AREA 0.0044± sq. miles

0 lin. ft. of public road

DECATUR township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

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

City Clerk

DATE: 5/26/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue Between West Main Street and West Wood Street - Donnie's Homespun Pizza, Inc. / Oakwood Business Association for Oakwood Block Parties, August 21, 2021 & October 9, 2021

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing consumption of alcoholic liquor on public rights-of-way 100 Block South Oakland Avenue for Donnie's Homespun Pizza, Inc./Oakwood Business Association Oakwood Block Parties.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2021-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY
100 BLOCK SOUTH OAKLAND AVENUE
BETWEEN WEST MAIN STREET AND WEST WOOD STREET
DONNIE'S HOMESPUN PIZZA, INC. / OAKWOOD BUSINESS ASSOCIATION
OAKWOOD BLOCK PARTIES, AUGUST 21, 2021 & OCTOBER 9, 2021**

WHEREAS, Donnie's Homespun Pizza, Inc./Oakwood Business Association has requested the closure of the 100 block of South Oakland Avenue between West Main and West Wood Street for Block Party Events; and,

WHEREAS, it is the intention of Donnie's Homespun Pizza, Inc./Oakwood Business Association to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block South Oakland Avenue between West Main Street and West Wood Street requires the express approval of the City Council.

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

Section 1. That on the days listed herein, and only on such days, between the hours listed, alcoholic beverages may be consumed in the 100 Block South Oakland Avenue, between West Main Street and West Wood Street, said days and hours being particularly described as follows:

Saturday, August 21, 2021	12:00 p.m. – 11:59 p.m.
Saturday, October 9, 2021	12:00 p.m. – 11:59 p.m.

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

Section 3. That this ordinance is expressly conditioned and approved upon Donnie's Homespun Pizza, Inc./Oakwood Business Association providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Donnie's Homespun Pizza, Inc./Oakwood Business Association prior to reopening public rights-of-way.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of June, 2021.

ATTEST:

Julie Moore Wolfe, Mayor

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Donnie's Homespun Pizza, Inc., hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, 100 Block of South Oakland Avenue, for the Oakwood Business block parties on the following dates and times:

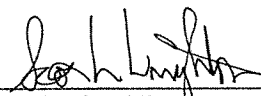
Saturday, August 21, 2021, 12 pm through Sunday, August 22, 2021, 12 am
Saturday, October 9, 2021, 12 pm through Sunday, October 10, 2021, 12 am

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

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

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

For City of Decatur, Illinois:



Authorized Representative

6/1/2021

Date

For Sponsoring Agency:
Donnie's Homespun Pizza, Inc.



Authorized Representative

5-25-21

Date

City Clerk

DATE: 5/26/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council - Arts in Central Park 2021

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor in Central Park for an event sponsored by the Decatur Area Arts Council - Arts in Central Park 2021.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2021-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
-DECATUR AREA ARTS COUNCIL-
-ARTS IN CENTRAL PARK 2021-**

WHEREAS, the Decatur Area Arts Council has planned its “Arts In Central Park 2021” event, with its Preview Party scheduled for Friday, September 17, 2021; and,

WHEREAS, it is the intention of the Decatur Area Arts Council to serve wine to its patrons age 21 and older for consumption at this event; and

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

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

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

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

Friday, September 17, 2021

5:00 p.m. -7:00 p.m.

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

Section 3. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Area Arts Council, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, for Arts in Central Park Preview Party on the following date and time:

Friday, September 17, 2021

5:00 p.m. – 7:00 p.m.

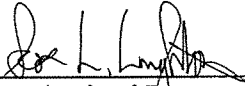
by the sponsoring agency, its officers, agents, employees, and registrants.

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

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

For City of Decatur, Illinois:

For Sponsoring Agency:
Decatur Area Arts Council



Authorized Representative



Authorized Representative

6/1/2021

Date

5.28.21

Date

City Clerk

DATE: 5/26/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 2200 Block East Hickory Street Between North 22nd Street and North 23rd Street - Decatur Lodge #401 of the Benevolent and Protective Order of Elks of the United States of America for Bike Night, June 17, 2021

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing consumption of alcoholic liquor on public rights-of-way 2200 Block East Hickory Street for Decatur Lodge #401 of the Benevolent and Protective Order of Elks of the United States of America for Bike Night.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2021-_____

ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY 2200 BLOCK EAST HICKORY STREET BETWEEN NORTH 22nd STREET AND NORTH 23rd STREET DECATUR LODGE #401 OF THE BENEVOLENT AND PROTECTIVE ORDER OF THE ELKS OF THE UNITED STATES OF AMERICA BIKE NIGHT - JUNE 17, 2021

WHEREAS, Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America has requested the closure of the 2200 Block of East Hickory Street between North 22nd Street and North 23rd Street for Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America Bike Night; and,

WHEREAS, it is the intention of Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 2200 Block of East Hickory Street between North 22nd Street and North 23rd Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 2200 Block of East Hickory Street between North 22nd Street and North 23rd Street, said day and hours being particularly described as follows:

Thursday, June 17, 2021

6:00 p.m. – 8:00 p.m.

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

Section 3. That this ordinance is expressly conditioned and approved upon Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America prior to reopening public rights-of-way.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Lodge #401 of the Benevolent and Protective Order of Elks of the Unites States of America, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, 2200 Block of East Hickory Street, for Decatur Lodge #401 of the Benevolent and Protective Order of Elks of the Unites States of America Bike Night on the following date and time:

Thursday, June 17, 2021 6:00 p.m. – 8:00 p.m.

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

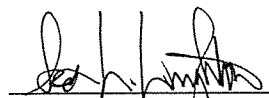
Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

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

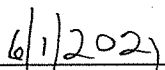
For City of Decatur, Illinois:

For Sponsoring Agency:

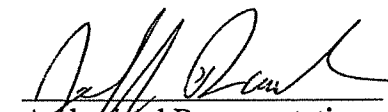
Decatur Lodge #401 of the Benevolent and Protective
Order of Elks of the Unites States of America



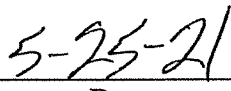
Authorized Representative



Date



Authorized Representative



Date

Community Development

DATE: 6/7/2021

MEMO: NO. 21-23

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl Patrick, Director, Community Development Department
Richelle L. Dunbar, Neighborhood Services Manager

SUBJECT:
Resolution approving DCDF, Inc., Reappointments

SUMMARY RECOMMENDATION:
Council is asked to pass the proposed Resolution approving the reappointment of William Francisco, Scot Wrighton, Tony Wilkins, Gregg Zientara, Julie Moore Wolfe to the DCDF, Inc. Board of Directors.

STAFF REFERENCE: Additional questions can be forwarded to Richelle L. Dunbar at (217) 424-2864 or e-mail: riron@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as members of the boards or commissions set opposite their respective names, to serve terms expiring upon the dates set opposite their respective names or until their respective successors are appointed and qualified:

Julie Moore Wolfe	DCDF	05/01/2022
Scot Wrighton	DCDF	05/01/2022
Gregg Zientara	DCDF	05/01/2022
Tony Wilkins	DCDF	05/01/2022
William Francisco	DCDF	05/01/2022

DATED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021_____

RESOLUTION APPROVING REAPPOINTMENTS

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

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

PRESENTED AND ADOPTED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

Community Development

DATE: 6/7/2021

MEMO: No. 21-22

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl Patrick, Director, Community Development
Richelle L. Dunbar, Neighborhood Services Manager

SUBJECT: Resolution approving DCDF, Inc., Appointment

SUMMARY RECOMMENDATION:

Council is asked to pass the proposed Resolution approving the appointment of Cordaryl Patrick to the DCDF, Inc. Board of Directors.

STAFF REFERENCE: Additional questions can be forwarded to Richelle L. Dunbar at (217) 424-2864 or e-mail: riron@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Cordaryl Patrick

DCDF

05/01/2022

DATED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021_____

RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 7th day of June, 2021.

Julie Moore Wolfe, Mayor

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Zoning Board of Appeals Minutes of April 8, 2021	Backup Material

**MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS**

Thursday, April 8, 2021 4:00 P.M.
Civic Center Theatre, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The, April 8, 2021 meeting of the Decatur Zoning Board of Appeals was called to order at 4:00 P.M. by Chairman Julie Lamb who determined a quorum was present.

Members Present: Kim Aukamp, Chris Brodnicki,
Zane Peterson, Jeff Taylor, Julie Lamb

Jeff Taylor participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(c)(2) and a determination made by Mayor Julie Moore Wolfe that in-person meeting of all members of the Zoning Board of Appeals is not practical or prudent because of the COVID-19 pandemic.

Members Absent: Leslie Risby

Staff Present: Greg Crowe, Joselyn Stewart, Amy Waks, Janet Poland

II. Approval of Minutes: January 14, 2021

It was moved and seconded (Taylor/Aukamp) to approve the minutes of the January 14, 2021 meeting of the Zoning Board of Appeals. Motion carried unanimously.

III. New Business

Case No. 21-02 Petition of BENDSEN SIGNS & GRAPHICS, for a variance in the provisions of the Zoning Ordinance (Ordinance #3512 as amended, Sections XXV.B.2. and XXV.B.9.b.) to reduce the required setback line of an Electronic Message Unit from 100 feet to 84 feet from the boundary of a residentially zoned district or residential use to allow for the construction of a sign with an electronic message unit for the existing church at 2400 SOUTH FRANKLIN STREET

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

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

1. Electronic message unit signs located in any residentially zoned district shall only be permitted in an electronic message unit monument style sign structure and constructed of stone and/or masonry.

Discussion amongst the Zoning Board of Appeals members and City Staff followed Mrs. Stewart's presentation including construction materials for the electronic message unit. Mr. Crowe stated the construction is stone and/or masonry. If there is surrounding metal they normally apply a veneer to the monument structure.

There were no objectors present.

It was moved and seconded (Petersom/Aukamp) to approve Case. No. 21-02 as recommended by staff.

Upon call of the roll, Commission members Kim Aukamp, Chris Brodnicki, Zane Peterson, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the motion carried.

IV.. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No Commission members expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Peterson/Taylor) to adjourn the meeting.

Upon call of the roll, Commission members Kim Aukamp, Chris Brodnicki, Zane Peterson, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the meeting adjourned at 4:07 P.M.