



**Monday, May 6, 2019
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Swearing in of Mayor
2. Swearing in of Newly Elected Council Member and Re-Elected Council Members
3. Roll Call
4. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of April 15, 2019 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing the Execution of a Purchase Order with Cummins Crosspoint for the Purchase and Installation of a Remanufactured Engine for a City of Decatur Public Bus Engine in an Amount not to Exceed \$22,917.00
2. Resolution Authorizing the Execution of a Purchase Order with Cummins Crosspoint for the Rebuilding of a City of Decatur Public Bus Engine in an Amount not to Exceed \$29,465.00
3. Resolution Authorizing an Agreement to Purchase On-Board Video Surveillance System for Transit Fleet of Vehicles Between the City of Decatur, IL and IVS, Inc. DBA Angeltrax in an Amount Not to Exceed \$129,801.76
4. Resolution Authorizing the Execution of a Grant Agreement with the Federal Transit Administration and Operating Administration of the United States Department of Transportation for Federal Transportation Assistance Authorized by 49 U.S.C. Chapter 53, Title 23, United States Code or Other Federal Statutes Administered by the Federal Transit Administration

5. Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to the Pavement Striping of Roadways in Macon County, IL, between the City of Decatur and the County of Macon, Illinois, City Project 2019-03
6. Motion to Approve the Proposed 2019 Local Motor Fuel Tax Street Project Street List and Other Expenditures, City Project 2019-25
7. Resolution Authorizing Funds for Neighborhood Safety, Cleanup and Activities

VI. Informational Items for Discussion: Informational items are topics or reports directly or indirectly responsive to council requests on which discussion is anticipated.

- A. Professional Services Agreement with GovHR for Council Retreat Facilitator and Recruitment Assistance

VII. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

- A. Resolution Approving Reappointments - Plan Commission
- B. Resolution Approving Appointment - Plan Commission
- C. Ordinance Approving Appointment - City Clerk
- D. Ordinance Approving Appointment - City Treasurer
- E. Ordinance Approving Appointment - Mayor Pro Tempore
- F. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-Of-Way and In Central Park
- G. Resolution Amending the Real Estate Contract for Property Located in the 200-300 Blocks of East Orchard Street, the 200-300 Blocks of East Marietta Street and the 1000 Block of North Warren Street in the Wabash Crossing Redevelopment Area
- H. Ordinance Annexing Territory-3343 Tropicana Road
- I. Ordinance Annexing Territory-2229 Captain Lane
- J. Ordinance Annexing Territory-2383 West Ash Ave
- K. Ordinance Annexing Territory-3309 Greenview Drive
- L. Ordinance Annexing Territory-2580 South Forest Crest Road

VIII. Other Business

IX. Adjournment

CITY COUNCIL MINUTES
Monday, April 15, 2019

On Monday, April 15, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance.

Mayor Julie Moore Wolfe called for Appearance of Citizens.

Mr. Bruce Bullamore invited the City Council to attend the Old King's Orchard Neighborhood Development Center Conference on April 24, 2019 from 9am-4pm at Grace United Methodist Church.

Mr. John Phillips, Jr. congratulated individuals that were elected and re-elected to the Decatur City Council. Mr. Phillips, Jr. voiced his dissatisfaction with the low voter turnout and believes the low voter turnout shows a disconnect between city officials and citizens.

Mayor Julie Moore Wolfe called for Approval of Minutes.

The minutes of the April 1, 2019 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray and on call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Unfinished Business.

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

Finance Director Gregg Zientara presented the Treasurer's Financial Report and responded to questions from council.

R2019-52 Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for MUNIS Enterprise Financial Software System Suite, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-53 Resolution Rescinding Resolution No. R2019-17 Accepting the Bid Price of Bob Ridings, Inc. for the Purchase of One (1) 2019 Dodge Pickup Truck, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-54 Resolution Accepting the State of Illinois Bid Price of Morrow Brother's Ford, Inc. for the Purchase of One (1) 2019 Ford Pickup Truck, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-55 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc. for M.L. King Watermain Flow Meter Test Vault Project, City Project 2019-01, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Public Works Director Matt Newell reported that the flow meter project is designed to verify that the meter inside the building is reading the same.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-56 Resolution Authorizing a Support Services Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-57 Resolution to Appropriate Motor Fuel Tax Funds to Pay the City's Portion for the Improvement of U.S. 36 (Eldorado Street) from Fairview Avenue to Church Street by Municipality Under the Illinois Highway Code, City Project 2019-32, Section No. 19-00932-00-TL, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Public Works Director Matt Newell reported that design work is currently being done on Route 51 and there could still be some time for council input if there are any concerns.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2019-16 Ordinance Regulating Encroachment on Public Right-of-Way in the City of Decatur, Macon County, Illinois U.S. 36 (Eldorado Street) from Fairview Avenue to Church Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-58 Resolution Authorizing the Plan Approval of Improvements to U.S. 36 (Eldorado Street) from Fairview Avenue to Church Street, City Project 2019-32, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-59 Resolution Authorizing an Agreement with the State of Illinois for Improvements to U.S. 36 (Eldorado Street) from Fairview Avenue to Church Street, City Project 2019-32, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2019-17 Ordinance Amending City Code Chapter 30 Historical and Architectural Sites Commission, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2019-18 Ordinance Vacating an Alley South of 800 Block West King Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2019-19 Ordinance Rezoning Property From M-2 Heavy Industrial District to M-1 Intense Commercial-Light Industrial District 805 West Green Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2019-20 Ordinance Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues and Related Matters, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-60 Resolution Approving an Intergovernmental Lease Agreement with the City of Charleston, IL for the Lease of a 1994 Ladder Truck, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie 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 Calendar. Council did not request to have any items removed. The Clerk read Items A through E:

Item A: Receiving and Filing of Minutes of Boards and Commissions

Item B: R2019-61 Resolution Approving Reappointment - Heating, Air Conditioning and Refrigeration Commission

Item C. R2019-62 Resolution Approving Appointment - Plan Commission

Item D. R2019-63 Resolution Approving Appointment - Zoning Board of Appeals

Item E. R2019-64 Resolution Approving Appointment - Human Relations Commission

Councilman Pat McDaniel moved Items A through E be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe announced that the City of Decatur will hold a Study Session on April 29th at 5:30pm in the City Council Chamber.

City Manager Scot Wrighton announced that the City of Decatur will start holding monthly Study Sessions and the second Study Session will be held on May 13th at Macarthur High School.

Councilman McDaniel agreed with John Phillips Jr. regarding the low voter turnout but doesn't feel that there was any sort of disconnect between city officials and citizens.

Councilman Faber recognized the Decatur Police Department for their work in handling delicate and intense situations over the last month. Councilman Faber also relayed a message from a concerned resident who would like to see additional enforcement on distracted driving.

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

Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:20 p.m.

Approved _____
Kim Althoff
City Clerk

Economic & Community Development

DATE: 5/6/2019

MEMO: No. 19-28

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing the Execution of a Purchase Order with Cummins Crosspoint for the acquisition and installation of a remanufactured engine for a City of Decatur Public Bus Engine in an amount not to exceed \$22,917.00

SUMMARY RECOMMENDATION:

Staff recommends approval of this item for the purchase and installation of the bus engine.

BACKGROUND:

This vehicle is one of the 2001 buses that is scheduled for replacement. The bus lost oil pressure, spun a rod bearing and has a broken block, which requires a remanufactured engine. Replacement costs will be paid with Federal and State funding

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Should the City Council have any questions, they may contact Ray Lai, Director of Economic and Community Development at 424-2727 or rlai@decaturil.gov; or John William, Mass Transit Administrator, at 424-3552 or jwilliams@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
-------------	------

Resolution
Supporting Documentation

Resolution Letter
Backup Material

RESOLUTION N0. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER
WITH CUMMINS CROSSPOINT FOR THE PURCHASE AND INSTALLATION OF A
REMANUFACTURED ENGINE FOR A CITY OF DECATUR PUBLIC BUS ENGINE
IN AN AMOUNT NOT TO EXCEED \$22,917.00**

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

Section 1. That the estimate from Cummins Crosspoint of Normal, Illinois for the purpose of purchasing a remanufactured engine, including parts and labor, for a 2001 City of Decatur Public Transit System bus, be, and the same is hereby approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order on behalf of the City of Decatur in the amount not to exceed \$22,917.00 to Cummins Crosspoint of Normal, Illinois, for purchase and installation, parts and labor included of said bus engine.

PRESENTED AND ADOPTED this 6th day of May, 2019.

JULIE MOORE WOLFE, CITY MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO

ESTIMATE

REMIT TO: NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OD

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-APR-2019		13-SEP-2013	ISC CM554		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		16-APR-2019	60327880	CPL223600	PHANTOM
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
203255			20492 / 0		9101

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 090432

COMPLAINT

LOST OIL PRESSURE
MAKING KNOCK NOISE

CORRECTION

ESTIMATE FOR TROUBLESHOOTING, SPUN ROD BEARING, BOKEN LINER BLOCK DAMAGED. REMOVE ENGINE NAD TRANSMISSION, SPLIT APART. SPEC OUT RECON ENGINE, HOOK UP GRANSMISSION, REINSTALL IN UNIT. FILL FLUIDS, STEAM OFF REPAIRS, RUN FOR ENGINE BREAK IN. ROAD TEST CHECK OVER REPAIRS FOR LEAKS, TOP OFF FLUIDS, DELIVER UNIT BACK TO DECATUR TRANSIT.

CUSTOMER TO SUPPLY ANY OEM PARTS NEEDED, MOTOR MOUNTS, AIR FILTER ELEMENT, MOLDED HOSES, ETC.

DIAGNOSTIC CHARGE: 0.00

1	0	TOW IN SHOP	TOW IN SHOP	C1-NSPART2	137.70	137.70
				PO E3Q1013850		
1	0	DR6236RX	ENG ISC 8.3 98 B 280@2200	DRC	14,566.63	14,566.63
1	0	DR1342D	ENG 6CTAA 8.3 C	CLEAN	5,000.00	5,000.00
-1	0	DR1342D	ENG 6CTAA 8.3 B	DIRTY	5,000.00	- 5,000.00
1	0	FREIGHT	ENGINE FREIGHT @ COST	C1-FREIGHT	400.00	400.00
				ENGINE FREIGHT AT COST		
1	0	3288834	BELT,V RIBBED	CECO	55.15	55.15
1	0	3944793	HOSE,FLEXIBLE	CECO	85.10	85.10
1	0	3925482	HOSE,PLAIN	CECO	9.46	9.46
1	0	4994314	TENSIONER,BELT	CECO	108.63	108.63
1	0	3288634	BELT,V RIBBED	CECO	46.94	46.94
1	0	3283548	HOSE,FLEXIBLE	CECO	66.75	66.75
2	0	43828	CLAMP,HOSE	CECO	5.26	10.52

Completion date : 17-Apr-2019 09:54AM. Estimate expires : 16-May-2019 10:02AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____ Page 11 of 214



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTH TOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO

ESTIMATE

REMIT TO: NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OD

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-APR-2019		13-SEP-2013	ISC CM554		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		16-APR-2019	60327880	CPL223600	PHANTOM
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
203255			20492 / 0		9101

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		090432					
1	0	3912473		SEAL,O RING	CECO	3.30	3.30
1	0	3910260		SEAL,O RING	CECO	4.82	4.82
1	0	3939353		GASKET,REAR COVER	CECO	6.87	6.87
1	0	3934486		RR CRANKSEAL SERV KIT	CECO	74.87	74.87
1	0	3912473		SEAL,O RING	CECO	3.30	3.30
1	0	3883284		SEAL,O RING	CECO	4.91	4.91
1	0	3905216		CLAMP,V BAND	CECO	30.11	30.11
1	0	5332563		GASKET,OIL PAN	CECO	40.66	40.66
1	0	3939352		GASKET,OIL SUC CONNECTION	CECO	3.22	3.22
6	0	VV705290		PREM BLUE 15W-40 BULK	C1-VALVOLINE	9.85	59.10
1	0	3824421		CLEANER,SOLVENT (JUG)	CECO	27.53	27.53
2	0	3823258		PAD, CLEANING	CECO	1.86	3.72
1	0	3824510		CLEANER, QD CONTACT	CECO	23.37	23.37
1	0	3164067		SEALANT	CECO	15.04	15.04
1	0	3163075		PAINT	CECO	14.60	14.60
1	0	MISC HOSE & CLAMPS		MISC HOSE & CLAMPS	C1-NSPART2	299.70	299.70

PARTS: 16,102.00
PARTS COVERAGE CREDIT: 0.00 CR
TOTAL PARTS: 16,102.00
SURCHARGE TOTAL: 0.00
LABOR: 6,514.40

Completion date : 17-Apr-2019 09:54AM. Estimate expires : 16-May-2019 10:02AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____ Page 12 of 214



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO

ESTIMATE

REMIT TO: NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OD

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-APR-2019		13-SEP-2013	ISC CM554		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		16-APR-2019	60327880	CPL223600	PHANTOM
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
203255			20492 / 0		9101

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 090432

LABOR COVERAGE CREDIT:		0.00	CR
TOTAL LABOR:	6,514.40		
MISC.:		300.00	
MISC. COVERAGE CREDIT:		0.00	CR
TOTAL MISC.:	300.00		
ELECTRONIC TOOLING FEE		50.00	
HAZ WASTE DISPOSAL		100.00	
SHOP SUPPLIES		150.00	

TAX EXEMPT NUMBERS:

LOCAL 0.00

Completion date : 17-Apr-2019 09:54AM. Estimate expires : 16-May-2019 10:02AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 22,916.40

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 22,916.40

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____ Page 13 of 214

Economic & Community Development

DATE: 5/6/2019

MEMO: No. 19-29

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution authorizing the execution of a purchase order with Cummins Crosspoint for the rebuilding of a City of Decatur Public Bus Engine in an amount not to exceed \$29,465.00

SUMMARY RECOMMENDATION:

Staff recommends approval of this item rebuilding of the bus engine.

BACKGROUND:

This vehicle is one of the 2001 buses that is scheduled for replacement. The bus has had excessive oil leaks at both the front and rear seals resulting in blowby. Due to these issues, the engine needs rebuilding. Repair costs will be paid with Federal and State funding.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Should the City Council have any questions, they may contact Ray Lai, Director of Economic and Community Development at 424-2727 or rlai@decaturil.gov; or John William, Mass Transit Administrator, at 424-3552 or jwilliams@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER
WITH CUMMINS CROSSPOINT FOR THE REBUILDING OF A CITY OF DECATUR
PUBLIC BUS ENGINE IN AN AMOUNT NOT TO EXCEED \$29,465.00**

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

Section 1. That the estimate from Cummins Crosspoint of Normal, Illinois for rebuilding an engine, including parts and labor, for a 2001 City of Decatur Public Transit System bus, be, and the same is hereby approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order on behalf of the City of Decatur in the amount not to exceed \$29,465.00 to Cummins Crosspoint of Normal, Illinois, for rebuilding of said bus engine.

PRESENTED AND ADOPTED this 6th day of May, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTH TOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
REMIT TO: NW 7686 PO Box 1450 Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 1 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
*****		24-AUG-2012	ISC CM554		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		03-APR-2019	46153495	CPL223600	G18
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
202954			305017 / 0		9103

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 090434

COMPLAINT

OIL LEAKS AT BOTH FRONT AND REAR CRANK SEAL AREAS
CHECK FOR OTHER OIL LEAKS
CHECK ENGINE BLOWBY AND ADVISE
CHECK ENGINE LIGHT IS ON

CORRECTION

ESTIMATE FOR RECORD UNIT INFORMATION, RECORD FAULTS, EXCESSIVE FAULTS FOR FUEL PUMP ISSUES. ADD OIL DYE STEAM OFF, EXCESSIVE OIL LEAKS ALL OVER ENGINE, FRONT GEAR HOUSING LEAKING, BROKEN BOLT IN GEAR HOUSING, OIL COOLER LEAKING, REAR CAM PLUG LEAKING AND POSSIBLE REAR MAIN SEAL. INACCURATE READING FOR BLOWBY DUE TO EXCESSIVE OIL LEAKS. PERFORM NOW OVERHAUL PREINSPECTION. DISCONNECT ENGINE AND TRANSMISSION, REMOVE FROM VEHICLE AND SPLIT APART ENGINE AND TRANSMISSION. DISASSEMBLE ENGINE TO BARE BLOCK, MEASURE LINER PROTRUSION, CUT BLOCK AND ADD SHIMS TO LINERS IF NEEDED. REASSEMBLE ENGINE WITH NEW PISTONS, RINGS, LINERS, ROD & MAIN BEARINGS, OIL PUMP, WATER PUMP, THERMOSTAT, CAMSHAFT, FRONT GEAR HOUSING, FRONT COVER, VIBRATION DAMPER, TURBOCHARGER, REAR CAM PLUG RECON CYL HEAD, INJECTORS, FUEL PUMP, AIR COMPRESSOR. HOOK UP TRANSMISSION, INSTALL IN VEHICLE AND HOOK UP ENGINE AND TRANS. STEAM OFF REPAIRS, HOOK TO DYNO AND RUN FOR BREAK IN. UNHOOK FROM DYNO, ROAD TEST. CHECK OVER REPAIRS FOR LEAKS, TOP OFF FLUIDS, DELIVER UNIT BACK TO DECATUR MASS.

DIAGNOSTIC CHARGE: 0.00

2	0	3376891	ADDITIVE,LEAK TEST DYE	CECO		19.05	38.10
				GIVE 2 TIM B			
7	0	5283368	BUSHING	CECO		16.84	117.88
		ORDERED ITEM	3945329 CECO				
1	0	3800343	KIT,LOWER ENGINE GASKET	CECO		288.97	288.97
1	0	3948583RX	HEAD, CYL ISC	DRC		2,365.17	2,365.17
1	0	3944590D	HEAD, CYL ISC	CLEAN		375.00	375.00

Completion date : 04-Apr-2019 10:04AM. Estimate expires : 03-May-2019 11:58AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTH TOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
REMIT TO: NW 7686 PO Box 1450 Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OD

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 2 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
*****		24-AUG-2012	ISC CM554		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		03-APR-2019	46153495	CPL223600	G18
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
202954			305017 / 0		9103

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		090434					
-1	0	3944590D	HEAD, CYL ISC	DIRTY		375.00	- 375.00
1	0	3938163	CAMSHAFT	CECO		501.23	501.23
1	0	4997721	HOUSING, GEAR	CECO		257.71	257.71
1	0	3948072	PUMP, LUBRICATING OIL	CECO		303.45	303.45
1	0	4376359	KIT, WATER PUMP	CECO		158.41	158.41
1	0	3926048	SEAL, O RING	CECO		4.43	4.43
1	0	3901969	PLUG, EXPANSION	CECO		5.55	5.55
1	0	3902332	KEY, PLAIN WOODRUFF	CECO		5.06	5.06
1	0	3944001	SUPPORT, CAMSHAFT THRUST	CECO		8.06	8.06
11	0	3944593	SCREW, HEX FLANGE HEAD CAP	CECO		3.07	33.77
1	0	3944655	SCREW, STUDDED FLANGE CAP	CECO		6.37	6.37
6	0	3948527RX	INJ, BOS ISC 6MI 7MT EF	DRC		130.98	785.88
6	0	3944208D	INJ, ISC BOS 6MI 7MT EF	CLEAN		43.75	262.50
-6	0	3944208D	INJ, ISC BOS 6MI 7MT EF	DIRTY		43.75	- 262.50
6	0	3936953	CONNECTOR, MALE	CECO		34.73	208.38
1	0	LF9009	PAC, LF	FLG		29.13	29.13
6	0	VV705290	PREM BLUE 15W-40 BULK	C1- VALVOLINE		9.85	59.10
1	0	FS1022	PAC, FS	FLG		18.77	18.77
4	0	3818824	NUT, REGULAR HEXAGON	CECO		2.49	9.96
6	0	3928031	NOZZLE, PISTON COOLING	CECO		6.03	36.18
1	0	3943813	COVER, GEAR	CECO		90.60	90.60

Completion date : 04-Apr-2019 10:04AM. Estimate expires : 03-May-2019 11:58AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
REMIT TO: NW 7686 PO Box 1450 Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 3 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
*****		24-AUG-2012	ISC CM554		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		03-APR-2019	46153495	CPL223600	G18
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
202954			305017 / 0		9103

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		090434					
1	0	3925570		DAMPER,RUBBER VIBRATION	CECO	248.39	248.39
1	0	WF2071		WF PKG	FLG	8.01	8.01
1	0	4025037		TURBO,HX40 WASTEGATE	CECO	1,330.08	1,330.08
3	0	3926846		SCREW,HEX FLANGE HEAD CAP	CECO	2.84	8.52
3	0	3943885		SCREW,HEX FLANGE HEAD CAP	CECO	3.09	9.27
1	0	3944496		TUBE,CPR WATER INLET	CECO	73.52	73.52
1	0	3944498		TUBE,CPR WATER OUTLET	CECO	55.78	55.78
1	0	5266603		COUPLING,ELBOW HOSE	CECO	32.05	32.05
1	0	5255251		CONNECTOR,MALE	CECO	22.14	22.14
1	0	185848		GASKET,AIR COMPRESSOR	CECO	2.57	2.57
1	0	3940245		GASKET,HYDRAULIC PUMP	CECO	10.81	10.81
2	0	3046201		SEAL,O RING	CECO	2.22	4.44
2	0	3824421		CLEANER,SOLVENT (JUG)	CECO	27.53	55.06
3	0	3823258		PAD, CLEANING	CECO	1.86	5.58
2	0	3824510		CLEANER, QD CONTACT	CECO	23.37	46.74
3	0	ROLOC		3M SCOTCH DISCS	E4-OTHER	1.86	5.58
1	0	3164067		SEALANT	CECO	15.04	15.04
4	0	3818823		STUD	CECO	10.33	41.32
12	0	3944174		ROD,PUSH	CECO	13.30	159.60
1	0	3944222		HEATER,ENGINE	CECO	268.24	268.24
1	0	3903475		SEAL,RECTANGULAR RING	CECO	3.65	3.65

Completion date : 04-Apr-2019 10:04AM. Estimate expires : 03-May-2019 11:58AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTH TOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
REMIT TO: NW 7686 PO Box 1450 Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 4 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
*****		24-AUG-2012	ISC CM554		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		03-APR-2019	46153495	CPL223600	G18
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
202954			305017 / 0		9103

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		090434					
2	0	3936876		SEAL,RECTANGULAR RING	CECO	3.28	6.56
4	0	3824514		PAINT	CECO	10.23	40.92
3	0	32107		5/8 FUEL LINE HOSE	E4-DELCO	2.36	7.08
1	0	4988280		GASKET,HYDRAULIC PUMP	CECO	2.79	2.79
6	0	030-0010		ANTIFREEZE (GAL JUG)	E4-OTHER	16.19	97.14
1	0	DCA65-L		CHEM. PKG.	FLG	13.69	13.69
2	0	3925332		HOSE,PLAIN	CECO	30.54	61.08
1	0	CAP		NOW WARRANTY	C1-CERTIFICATE	1,050.00	1,050.00
		CERTIFICATES			S		
1	0	4955185		KIT,OVERHAUL	CECO	2,148.34	2,148.34
12	0	3945866		TAPPET,VALVE	CECO	14.64	175.68
6	0	3924447		SHIM	CECO	24.57	147.42
1	0	5284903		THERMOSTAT	CECO	53.90	53.90
1	0	3925343		KIT,SEAL	CECO	119.09	119.09
1	0	3926126		KIT,SEAL	CECO	98.03	98.03
1	0	3288834		BELT,V RIBBED	CECO	55.15	55.15
1	0	3286499		HOSE,PLAIN	CECO	22.79	22.79
1	0	3899283		SEAL,O RING	CECO	7.58	7.58
1	0	3917892		GASKET,CONNECTION	CECO	6.05	6.05
1	0	29546229		GROMMET TRANS DIPSTICK	C1-NSPART1	8.17	8.17
1	0	3288634		BELT,V RIBBED	CECO	46.94	46.94

Completion date : 04-Apr-2019 10:04AM. Estimate expires : 03-May-2019 11:58AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
REMIT TO: NW 7686 PO Box 1450 Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OD

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 5 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
*****		24-AUG-2012	ISC CM554		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		03-APR-2019	46153495	CPL223600	G18
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
202954			305017 / 0		9103

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		090434					
1	0	27101-GAL		TRANSYND GAL JUG	E4-OTHER	72.26	72.26
1	0	MISC HOSE & CLAMPS		MISC HOSE & CLAMPS	C1-NSPARTC	169.11	169.11
1	0	5301094RX		COMPRESSOR,1 CYL AIR	DRC	1,089.43	1,089.43
1	0	3944525D		COMP,AIR ISC/ISL 18.7 CFM	CLEAN	125.00	125.00
-1	0	3944525D		CPR, AIR ISC/ISL 18.7 CFM	DIRTY	125.00	- 125.00
1	0	OR275491BXR		GOVERNOR-D2	E4-OTHER	28.79	28.79
2	0	3920447		SCREW,HEX FLANGE HEAD CAP	CECO	4.59	9.18
1	0	4076441RX		PUMP,FUEL	DRC	3,676.13	3,676.13
1	0	4010173D		PUMP,FUEL CAPS	CLEAN	1,125.00	1,125.00
-1	0	4010173D		PUMP,FUEL CAPS	DIRTY	1,125.00	- 1,125.00

PARTS:	16,951.85
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	16,951.85
SURCHARGE TOTAL:	0.00
LABOR:	12,212.80
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	12,212.80
MISC.:	300.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	300.00
ELECTRONIC TOOLING FEE	50.00
HAZ WASTE DISPOSAL	100.00
SHOP SUPPLIES	150.00

Completion date : 04-Apr-2019 10:04AM. Estimate expires : 03-May-2019 11:58AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO

ESTIMATE

REMIT TO: NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OD

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN JAMES GILLUM
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 6 OF 6

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
*****		24-AUG-2012	ISC CM554		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		03-APR-2019	46153495	CPL223600	G18
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
202954			305017 / 0		9103

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 090434

TAX EXEMPT NUMBERS:

LOCAL

0.00

Completion date : 04-Apr-2019 10:04AM. Estimate expires : 03-May-2019 11:58AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 29,464.65

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 29,464.65

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

Economic & Community Development

DATE: 5/6/2019

MEMO: No. 19-27

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing an Agreement to Purchase On-Board Video Surveillance System for Transit Fleet of Vehicles between the City of Decatur, Il and IVS, Inc. d/b/a AngelTrax in an amount not to exceed \$129,801.76

SUMMARY RECOMMENDATION: It is recommended by staff that this item be approved.

BACKGROUND:

In the Fall of 2018, a Request for Proposals (RFP) was issued to seek proposals for an on-board video surveillance system from a qualified, responsive, and responsible firm to manufacture, deliver, and install a high quality, reliable and effective on-board video surveillance system for the entire fleet which currently includes 20 fixed-route buses and 8 Paratransit vans. Evaluations were completed based upon technical approach, technical skills, response to functionality, warranty, qualifications and price. AngelTrax was the top scorer out of three companies bidding, although not the lowest bidder. The Federal Transit Administration allows recipients of FTA 5307 funds to accept bids which are greater than the lowest bid price.

AngelTrax's proposal offers some optional modules that will benefit transit. Some of those features include providing the ability to automate passenger counting, which consists of boarding and alighting vehicles, GPS capabilities for real time passenger information, data reporting, live viewing and monitoring of operator behavior, to indicate aggressive or distracted driving.

DPTS has determined that to adequately mitigate risk it was best to replace the surveillance system for the entire fleet. FTA Federal grant funding will pay for the purchase of the on-board video surveillance system. The entire cost of this acquisition is covered by grant

funds, and the equipment can be easily transferred to the new buses.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT TO PURCHASE ON-BOARD
VIDEO SURVEILLANCE SYSTEM FOR TRANSIT FLEET OF VEHICLES
BETWEEN THE CITY OF DECATUR, IL AND IVS, INC. D/B/A ANGELTRAX IN AN
AMOUNT NOT TO EXCEED \$129,801.76**

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

Section 1. That the Agreement to purchase on-board video surveillance from IVS, Inc. d/b/a AngelTrax, herewith attached as Exhibit A, be received and approved, and a purchase order be awarded accordingly.

Section 2. That the Mayor be, and is hereby, authorized and directed to execute the Agreement for the purchase and installation of on board video surveillance camera systems in the Decatur Public Transit System (DPTS) fixed route buses and paratransit vans, with all necessary hardware, for a cost not to exceed \$129,801.76

PRESENTED AND ADOPTED this 6th day of May, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Agreement to Purchase
On Board Video Surveillance

This Agreement, for the purchase, delivery, installation, and support of On Board Video Surveillance System as detailed in the Request for Proposal, RFP #DPTS 2018-01 (hereinafter "Agreement" or "Contract"), made this 6th day of May 2019, is hereby entered by and between City of Decatur, an Illinois municipality (hereinafter referred to as "City"), and IVS, Inc dba AngelTrax, a privately-owned corporation (hereinafter referred to as the "Contractor"). City's office is located at 1 Gary K Anderson Plaza, Decatur, IL, 62523, with the Transit Office located at 555 E Wood St, Decatur, IL, 62523. Contractor's office is located at 119 South Woodburn Dr., Dothan, AL 36305.

WHEREAS, City desires to have certain goods provided, services and/or tasks performed, as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

WHEREAS, Contractor is qualified and possess sufficient skills and the necessary capabilities, including technical and professional expertise, to provide and perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance standards contained or referenced herein, City and Contractor, agree as follows.

Article 1

Purpose

The Purpose of the Agreement is to define the conditions and terms by which City will engage Contractor to purchase, deliver, install and support of On Board Video Surveillance System, as defined in the Request for Proposals (RFP) issued by the City (RFP #DPTS 2018-01) on September 4, 2018, and Contractor's Proposal submittal documents received on October 25, 2018 (original), cost proposal documents on December 14, 2018, January 25, 2019, and April 4, 2019.

Article 2

Scope of Work

City and Contractor do hereby agree to the following Scope of Work for this Agreement:

1. Contractor shall perform such work and accomplish such tasks, including the purchase, delivery, installation, and support of On Board Surveillance System as described in the RFP and provide all related materials and labor necessary for full performance as detailed in Contractor's responsibilities throughout the RFP documents and Contractor's written Proposal submittal documents (as may be amended by written Change Order.)
2. Both City and Contractor agree that the purchase is pursuant to and governed by the RFP documents and Contractor's Proposal, and all other Contractual Provisions including modifications to the RFP terms during contract negotiations, which are referenced hereto and made a part of this Agreement for the purchase, delivery, installation, and support of the On-Board Video Surveillance.
3. Contractor shall comply with all terms and conditions prescribed for third party contracts, which are referred to in the financial assistance agreements between City and the United States Department of Transportation, and between City and the Illinois Department of Transportation, as described in this Agreement and the RFP documents and attachments.

4. That the items identified in the Contractor's Proposal submittal documents, which were required to be returned with the Proposal submittal, will be deemed attachments to this Agreement for the purchase, delivery, installation, and support of On Board Video Surveillance.

Article 3

Compensation

City agrees to pay the Contractor in accordance with the Contractor's Cost Proposal documents, for an amount not to exceed **\$129,801.76** for the purchase, delivery, installation, and support of the On-Board Video Surveillance System and all related equipment, work and material, which are described in the Proposal submittal documents.

The total compensation shall be based upon the acceptance and completion of the work described in the RFP documents. Materials and labor provided, as well as approved changes in quantities or services, will become written amendments to this agreement and may result in an adjustment to the amount of compensation to which the City and Contractor initially agreed.

Payments

Payments for the purchase, delivery, installation and support of the On-Board Video Surveillance System provided hereunder, shall be made in accordance with the terms and conditions specified in the Agreement, following the performance of such services and the delivery of such equipment, unless otherwise permitted by law and approved in writing by City. No payment shall be made for any materials, or services provided or rendered by the Contractor, except for materials, or services identified and set forth in this Agreement.

Contractor shall submit a request for payment itemized invoice to City in accordance with the procedures noted in the RFP and any subsequent contract.

City shall make payments to the Contractor for only services rendered and equipment delivered during the periods under the provision of the contract. All original invoices shall be submitted to the City for payment. The correspondence address is:

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

Article 4

Term of Agreement

This Agreement shall be for three (3) years for the purchase, delivery and installation beginning upon commencement of work, which will be no later than thirty (30) calendar days after the execution of this Agreement, or as determined by the City. Additionally, this Agreement includes on-call assistance for the life of the equipment, five (5) years for Warranty Service Agreement, and the option to purchase a Preventative Maintenance contract for \$160.00 per bus, annually. An Annual Software Licensing charge will apply at the following rate: 1-25 vehicles (\$1000.00/annually) and 26-50 vehicles (\$1500.00/annually).

Article 5

Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. The sole venue for dispute resolution involving litigation arising out of this Agreement shall be the Circuit Court of Macon County, Illinois.

Article 6

Entire Agreement

City and Contractor understand and agree that this Agreement, including those items cited by reference, are the complete expression of the terms and conditions of a transaction between said parties, and that any oral presentations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the first Date written above.

CITY

BY: _____

Name: Julie Moore Wolfe

Title: Mayor

DATE: _____

ATTEST: _____

Name: Kim Althoff

Title: City Clerk

DATE: _____

CONTRACTORBY: Tina Rouse

Name: Tina Rouse

Title: Government and Education Manager

DATE: 4/25/2019ATTEST: Lani Gomez

Name: Lani Gomez

Title: Government and Education Assistant

DATE: 4/25/2019



ISSUE DATE.:

04/05/2019

EXPIRY DATE.:

07/03/2019

PREPARED FOR:

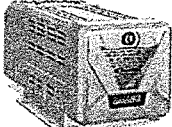
BILLING DETAILS	SHIPPING DETAILS
Decatur Public Transit System City Purchasing Division Decatur Public Transit System, IL One Gary K. Anderson Plaza Decatur, IL 62523 United States (217) 424-2814 malexander@decaturil.gov	Decatur Public Transit System City Purchasing Division Decatur Public Transit System, IL One Gary K. Anderson Plaza Decatur, IL 62523 United States (217) 424-2814 malexander@decaturil.gov

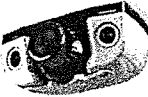
PREPARED BY:
Dave Breslin

Great Lakes Sales Executive

119 South Woodburn Drive
Dothan, AL 36305
Cell: 574.292.4305Corporate Office: 1.800.673.1788
dave.breslin@angeltrax.com

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
FIXED ROUTE BUSES			
AngelTrax VULCANV12HC Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	20	\$4,846.96	\$96,939.20
 V12HCNVR-1204 Vulcan Hybrid Component Series 12 Channel IP Mobile Network Video Recorder with 2TB SATA Hard Drive • 12 Channels IP 720P, 1080P, up to 4MP • Patented Hybrid Component Modular Design • 2TB SATA Hard Drive with SD Card Slot for Redundant Recording • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264/H.265 Compression • Includes HDD/2TB 2TB SATA Hard Drive • Includes configuration of built-in Wi-Fi module per user specifications	1		
 SD64GB 64GB SD Solid-State Memory Card	1		

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
VULPBH Vulcan HD Panic Button Housing PC color	1		
 IPWS4000 Vulcan HC Series IPWS4000 IP Windshield Camera • 4.0mm Lens with Adjustable Angle Lens Casing • Windshield Mounted for Exterior View • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover	1		
 PARLX4K (4) Vulcan HC Series Parallax 4K IP Camera • 2.8mm, 4MP Lens • 210-Degree Horizontal Field of View • Interior Camera • Rated IP65 and IK08 • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant, Steel Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	4		
 IPI2500 (2) Vulcan HC Series Anvil 2500 IP Camera • 2.5mm Lens with Fully Articulated Lens Casing • Interior Camera • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	2		
 IPX4000 (2) Vulcan HC Series Anvil 4000 IP Camera • 4.0mm Lens • Adjustable Lens Housing for Mounting on Either Side of Vehicle • IP67 Rated Waterproof Exterior Camera • 1080P Resolution • 2 Megapixels • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Super Infrared	2		
 IPC2500HC Vulcan HC Series Anvil 2500 IP Camera • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 2.12 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
CAT625CBL (4) CAT6 Shielded Camera Cable, 25 ft • Compatible only with Vulcan Series HCNVRs	4		

QUOTED PRODUCTS

MODEL & DESCRIPTION

QTY

UNIT PRICE

TOTAL PRICE

CAT650CBL

(6) CAT6 Shielded Camera Cable, 50 ft
• Compatible only with Vulcan Series HCNVRs

6

TRIMDANT

Tri-Mode Roof-Mounted Antenna
• Wi-Fi, Cellular and Passive GPS Antenna
• Roof-Mounted

1

VUPS

Uninterruptible Power Supply for Vulcan Series

1



GFACC1

External G-Force Antenna for Vulcan Series

1

SI4GM

Sierra 4G Wireless Cellular Modem
To include AT&T SIM Card

1

CONTLABOR-Wireless

Configuration of AngelTrax Wireless Components with the MDVR, per system. This quote does not include charges for the removal of any existing camera systems or equipment. *If quote is for multiple systems, pricing is based upon the configuration of (# of systems) AngelTrax Wireless Components at the same time and location. Wireless components must be configured by a Certified AngelTrax IT Professional.

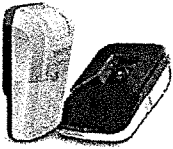
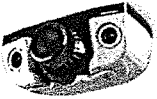
1

CONTLABOR

Fixed Route Bus Installation of AngelTrax Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.

1

PARATRANSIT VEHICLES ALTERNATE CONFIGURATION

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
AngelTrax VULCANV6X3 Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)	8	\$2,149.32	\$17,194.56
 V6X3-300 Vulcan Series 6 Channel HD/IP Mobile Digital Video Recorder • 6 Channels with 4 Channels D1, WD1, 720P, or up to 1080P + 2 Channels IP up to 1080P • 1TB Platter Hard Drive with SD Card Slot for Redundant Recording • Built-in Wi-Fi Module • Built-in G-Force Sensor • Vandal-Resistant Locking Front Cover • Panic Button • H.264 Compression	1		
 SD64GB 64GB SD Solid-State Memory Card	1		
VULPBH Vulcan HD Panic Button Housing PC color	1		
 IPWS4000 Vulcan HC Series IPWS4000 IP Windshield Camera • 4.0mm Lens with Adjustable Angle Lens Casing • Windshield Mounted for Exterior View • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover	1		
 HD2500V (2) Vulcan Series Anvil 2500 HD Low Profile Camera • 2.5mm Lens with 360-Degree Articulating Lens Casing for Image Orientation • IP68 Rated Waterproof Interior/Exterior Camera • 1080P HD • 3 Megapixels • Noise-Gated Microphone • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	2		
HD4CBL 13.12 ft. HD Camera Cable	1		
HD12CBL 39.37 ft. HD Camera Cable	1		

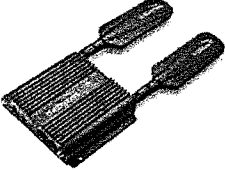
QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
IPC4CBL 13.12 ft. IP Camera Cable	1		
RJ45PTCONV Converter Cable for IP Camera from DIN to RJ45 for Vulcan HC Series	1		
TRIMDANT Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted	1		
 VUPS Uninterruptible Power Supply for Vulcan Series	1		
GFACC1 External G-Force Antenna for Vulcan Series	1		
SI4GM Sierra 4G Wireless Cellular Modem To include AT&T SIM Card	1		
CONTLABOR-Wireless Configuration of AngelTrax Wireless Components with the MDVR, per system. This quote does not include charges for the removal of any existing camera systems or equipment. *If quote is for multiple systems, pricing is based upon the configuration of (# of systems) AngelTrax Wireless Components at the same time and location. Wireless components must be configured by a Certified AngelTrax IT Professional.	1		
CONTLABOR Paratransit Bus Installation of AngelTrax Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.	1		

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 CP4 Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming Vulcan DVR systems	1	\$175.44	\$175.44
 VULSECKEY PC Color Security Key USB 3.0 for Vulcan Series V5, V5X3, & V6X3 MDVRs	1	\$0.00	\$0.00
PRO8CMSLCFEE-2 Pro 8 Central Management System Annual Licensing Fee • Annual License Fee Per Year (26-50 Vehicles)	1	\$1,500.00	\$1,500.00
EXTWARRANTY 5 Year System Warranty	28	\$0.00	\$0.00
BIDPRICING #DPTS 2018-01	1	\$0.00	\$0.00
SHIPPING/HANDLING Shipping and Handling Charges * Optional items are not included in the calculation.*	1	\$0.00	\$0.00
TOTAL			\$115,809.20

QUOTED PRODUCTS - OPTIONAL ITEMS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
PMCONTRACT Preventative maintenance of AngelTrax systems and components. Includes parts and labor for a one-time Fleet Assessment by one or more engineers to update units and repair/replace worn warrantied parts at the same time and location. This quote does not include the cost of non-warranty parts or un-installing/re-installing complete systems. NOTICE: THIS PM CONTRACT WILL AUTOMATICALLY RENEW ANNUALLY UNLESS ANGELTRAX RECEIVES NOTICE IN WRITING AT LEAST 30 DAYS PRIOR TO THE PM CONTRACT RENEWAL DATE, WHICH IS THE DATE OF THE INVOICE FOR THE PM CONTRACT. (Optional)	28	\$160.00	\$4,480.00

QUOTED PRODUCTS				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
HDD2TB 2TB Platter Hard Drive (Optional)		28	\$167.93	\$4,702.04
SSD2TB-UPGRADE 2TB Solid-State Hard Drive (Optional)		28	\$854.91	\$23,937.48
OPTIONAL ATX DATAPLAN W/MOTOTRAX				
ATTDATA AngelTrax/AT&T Monthly 2GB Data ONLY Plan • Annual Charge per Vehicle If usage exceeds 2GB during the monthly billing cycle, customer is responsible for the overage amount and will be invoiced for \$0.08 per MB for data exceeding 2GB. (Optional)		28	\$480.00	\$13,440.00
	MotoTrax-SETUP MotoTrax Online Surveillance Management Software • Track Your Entire Fleet • Instant Event Notifications • View Live Camera Feeds • Simple, Logical User Interface • Create Custom Reports • Import/Export Data • (\$25.00 Initial Setup Fee per Vehicle) (Optional)	28	\$0.00	\$0.00
	MotoTrax-Home MotoTrax Home • View an Overview of Your Fleet's MDVR/MNVR System Health Events & Alerts (Optional)	28	\$0.00	\$0.00
	MotoTrax-My Fleet MotoTrax My Fleet • Monitor Each Onboard MDVR/MNVR System's Connection & On/Off Status • Create Custom Reports (Optional)	28	\$0.00	\$0.00
	MotoTrax-EH MotoTrax Event History • Monitor Driver Behavior and Vehicle Status • Monitor On-Board MDVR/MNVR System Health • Create Custom Reports (Optional)	28	\$0.00	\$0.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MotoTrax-DB MotoTrax Driver Behavior • Monitor Driver Actions Indicating Aggressive or Distracted Driving • Create Custom Reports (Optional)	28	\$0.00	\$0.00
MotoTrax-LT MotoTrax Live Tracking • Track Your Entire Fleet • Create Custom Reports (Optional)	28	\$0.00	\$0.00
MotoTrax-Routing MotoTrax Routing • Monitor Arrival & Departure Times • Track Route & Vehicle Performance • Send Route Announcements • Create Custom Reports (Optional)	28	\$0.00	\$0.00
MotoTrax-PC MotoTrax Passenger Count • Monitor Total Entering & Exiting Passenger Door • One Per Door • Create Peak Times Reports (Optional)	28	\$0.00	\$0.00
PCCAMERA PC Camera (Optional Passenger Counter) Cable included at no additional charge *1 camera required per entry/exit door (Optional)	56	\$499.90	\$27,994.40
MotoTrax-LV MotoTrax Live View • Stream Live Video From Your Fleet • Remote System Setup (Optional)	28	\$180.00	\$5,040.00
MotoTrax-RFID MotoTrax Radio Frequency Identification Tracking • Monitor RFID Card Check-ins (Optional)	28	\$60.00	\$1,680.00
 VULRFID RFID Card Reader for Vulcan Series MDVRs and HCNVRs (Optional)	28	\$169.90	\$4,757.20

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
RFIDCARD Student Transit RFID Card (Optional)	28	\$15.00	\$420.00
MotoTrax-OBDI MotoTrax-OBDI MotoTrax On-Board Diagnostics • Monitor On-Board Engine Diagnostics ***OBDI NOT INCLUDED IN MOTOTRAX COSTS ***REQUIRES ADDITIONAL CUSTOMER PURCHASE OF OBDI (Optional) OPTIONAL DPTS DATAPLAN W/ATX MOTOTRAX	28	\$60.00	\$1,680.00
 IBR650LP4 3G/4G Verizon/AT&T Cellular Modem -Built-in air card -Provides connectivity through cellular towers and mobile networks -External module attached via RJ45 cable to the RJ45 port -Includes POWL031 power cable (Optional)	28	\$359.90	\$10,077.20
 MotoTrax-SETUP MotoTrax Online Surveillance Management Software • Track Your Entire Fleet • Instant Event Notifications • View Live Camera Feeds • Simple, Logical User Interface • Create Custom Reports • Import/Export Data • (\$25.00 Initial Setup Fee per Vehicle) (Optional)	28	\$25.00	\$700.00
MotoTrax-CD MotoTrax Online Surveillance Management Software • Data Plan Provided by Customer • \$108.00 Annually per Vehicle (Optional)	28	\$108.00	\$3,024.00

Signed and endorsed by:

Printed Name

CORPORATE & FREIGHT POLICIES

The information in this document is to be held confidential by the receiving party. Disclosure of this information is permitted only to persons with the need to know the information for the intended purpose of this document, for the sole and exclusive benefit of the disclosing party. Specifications and prices are subject to change without notice. Please allow three to four weeks for delivery on special order items. Net 30 days from date of invoice to approved accounts. A handling fee is charged for customers who request third party billing freight. Items will be shipped UPS or FedEx, ground delivery, unless otherwise requested. No returns will be accepted after 30 days from invoice date. A 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc. Items deemed used or "B" goods will be returned to customer freight collect.

This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing are subject to change.

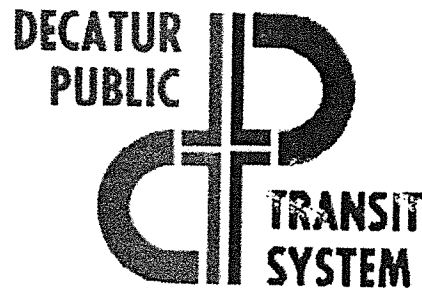
The customer will be responsible for all applicable taxes.

Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.

License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.

TITLE & OWNERSHIP POLICY

**Title/Ownership* of any item described in the quote or invoice does not pass to purchaser until such time as the invoice is paid in full. Seller has no duty to provide back office software support, warranty support or any monitoring for any item described in the unpaid invoice. Seller has the right to immediate possession of all items not paid for. Purchaser agrees to deliver to seller each item described in the invoice upon demand of seller at purchaser's expense. Delivery of the product described in the invoice shall not in any way terminate purchaser's obligation to pay for products ordered by purchaser and delivered to purchaser by seller. By accepting the product described on the invoice, buyer agrees that, should civil litigation arise due to non-payment, buyer expressly consents to jurisdiction in the State of Alabama and venue in Houston County, Alabama.*



REQUEST FOR PROPOSALS

ON BOARD VIDEO SURVEILLANCE SYSTEM

**CITY OF DECATUR
DECATUR PUBLIC TRANSIT SYSTEM
555 E WOOD ST., DECATUR, IL 62523-1325**

Proposal Due Date: October 25, 2018

Contents

REQUEST FOR PROPOSAL- COVER PAGE.....	8
INTERESTED PROPOSER REGISTRATION FORM.....	9
DEFINITION OF WORDS AND TERMS	10
LEGAL NOTICE.....	12
SECTION 1 INSTRUCTIONS TO PROPOSERS.....	13
1-1 INTRODUCTION.....	13
1-2 PURPOSE.....	13
1-3 GENERAL INFORMATION.....	13
1-4 PROPOSAL SUBMISSION.....	14
1-5 PROPOSAL FORMAT AND REQUIRED CONTENT.....	15
1-6 PROPOSAL SIGNATURE.....	16
1-7 INQUIRIES	16
1-8 PROCUREMENT SCHEDULE	17
1-9 PRE-PROPOSAL CONFERENCE	17
1-10 INTERVIEWS & PRESENTATIONS.....	17
1-11 PROPOSAL SPECIFICS.....	17
1-12 EXAMINATION OF RFP AND CONTRACT DOCUMENTS.....	17
1-13 INTERPRETATION OF RFP AND CONTRACT DOCUMENTS	18
1-14 COST OF PROPOSALS.....	18
RFP #DPTS 2018-01 On Board Video Surveillance	2

1-15	SAMPLES	18
SECTION 2- SCOPE OF WORK		18
2-1	GENERAL REQUIREMENTS.....	19
2-2	USEFUL LIFE	20
2-3	PROJECT COORDINATION.....	20
2-4	REPAIR OR REPLACEMENT OF FAULTY COMPONENTS.....	20
2-5	WARRANTY	20
2-6	SYSTEM-WIDE REPLACEMENT	21
2-7	OPTIONS FOR ADDITIONAL EQUIPMENT PURCHASE	21
2-8	SPECIFICATIONS	21
SECTION 3 – PROPOSAL SUBMISSION PROVISIONS		28
3-1	POSTPONEMENT, AMENDMENT AND/OR CANCELLATION OF REQUEST FOR PROPOSALS.....	28
3-2	REJECTION OF PROPOSALS.....	28
3-3	CLARIFICATION OF PROPOSALS.....	28
3-4	APPROVED EQUALS/REQUEST FOR DEVIATION	28
3-5	MODIFICATION OR WITHDRAWAL OF PROPOSALS AND LATE PROPOSALS.....	29
3-6	ERRORS AND ADMINISTRATIVE CORRECTIONS.....	29
3-7	COMPLIANCE WITH RFP TERMS AND ATTACHMENTS	29
3-8	COLLUSION	29
3-9	PRICING, TAXES AND EFFECTIVE DATE.....	30

3-10	PROPOSAL ALTERNATIVES.....	30
3-11	SINGLE PROPOSAL RESPONSE	30
3-12	EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS	30
3-13	PROTEST PROCEDURES	30
3-14	INSURANCE REQUIREMENTS.....	31
SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD		32
4-1	GENERAL.....	32
4-2	ELIGIBILITY FOR AWARD / PRELIMINARY PROPOSAL REVIEW	32
4-3	EVALUATION OF PROPOSALS	33
4-4	SCORING AND EVALUATION CRITERIA.....	33
4-5	COMPETITIVE RANGE.....	34
4-6	NEGOTIATIONS.....	34
4-7	CONTRACT AWARD	34
4-8	PUBLIC DISCLOSURE OF PROPOSALS	35
SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS		35
5-1	ADMINISTRATION.....	35
5-2	NOTIFICATION OF DELAY.....	35
5-3	REQUEST FOR EXTENSION	35
5-4	CONTRACT CHANGES	36
5-5	INSTRUCTIONS BY UNAUTHORIZED THIRD PERSONS.....	36

5-6	COST OR PRICE ANALYSIS	36
5-7	LACK OF FUNDS.....	36
5-8	FORCE MAJEURE	36
5-9	TAXES, LICENSES, LAWS, AND CERTIFICATE REQUIREMENTS.....	37
5-10	DEFECTIVE WORK, MATERIALS OR SERVICES.....	37
5-11	ASSIGNMENT	37
5-12	INDEMNIFICATION AND HOLD HARMLESS	38
5-13	CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES	38
5-14	CONFLICTS OF INTEREST – CURRENT AND FORMER EMPLOYEES	38
5-15	OTHER PUBLIC AGENCY ORDERS	39
5-16	SEVERABILITY	39
5-17	USE OF DPTS’S NAME IN PROPOSER ADVERTISING OR PUBLIC RELATIONS	39
5-18	ASSIGNMENT OF SERVICES/SUBCONTRACTING.....	39
5-19	SUBCONTRACTS	39
	SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS.....	39
6-1	CONTRACT	39
6-2	CONTRACT DOCUMENTS AND PRECEDENCE.....	40
6-3	CONTRACT TERM	40
6-4	PAYMENT PROCEDURES.....	40
6-5	ADVANCE PAYMENT PROHIBITED.....	41
	RFP #DPTS 2018-01 On Board Video Surveillance	5

6-6	PRICE ADJUSTMENTS	41
6-7	SHIPPING CHARGES.....	41
6-8	DELIVERY POINTS	41
6-9	SUMMARY REPORT	41
6-10	WARRANTY PROVISIONS.....	41
6-11	EXPRESS WARRANTIES FOR SERVICES	41
6-12	WARRANTY REMEDIES	41
6-13	INDEPENDENT STATUS OF PROPOSER.....	42
6-14	NOTICES.....	42
6-15	NON-DISCLOSURE OF DATA	42
6-16	PATENTS AND ROYALTIES.....	42
6-17	CONTRACTUAL RELATIONSHIPS.....	43
	SECTION 7 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS.....	43
7-1	NO OBLIGATION BY THE FEDERAL GOVERNMENT	43
7-2	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.....	43
7-3	ACCESS TO RECORDS AND REPORTS.....	43
7-4	CHANGES TO FEDERAL REQUIREMENTS.....	44
7-5	TERMINATION.....	44
7-6	CIVIL RIGHTS REQUIREMENTS.....	45
7-7	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.....	46

7-8	INCORPORATION OF FTA TERMS.....	46
7-9	DEBARMENT AND SUSPENSION	46
7-10	ENERGY CONSERVATION	46
7-11	RECYCLED PRODUCTS.....	46
7-12	ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES.....	47
7-13	PROMPT PAYMENT	47
7-14	LOBBYING.....	47
7-15	CARGO PREFERENCE	47
7-16	FLY AMERICA.....	48
	SECTION 8 ATTACHMENTS	49
	ATTACHMENT A – VENDOR CHECKLIST	49
	ATTACHMENT B – PROPOSAL AFFIDAVIT.....	50
	ATTACHMENT C – RECEIPT OF ADDENDUM	51
	ATTACHMENT D – REQUEST FOR DEVIATIONS / APPROVED EQUALS	51
	ATTACHMENT E – SPECIAL REQUIREMENTS AND CONDITIONS ASSURANCE CERTIFICATION	53
	ATTACHMENT F - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.....	54
	ATTACHMENT G – AFFIDAVIT OF NON-COLLUSION.....	55
	ATTACHMENT H- REFERENCE LIST.....	56
	ATTACHMENT I – PROPOSAL PRICING EXAMPLE FORM.....	57
	ATTACHMENT J- LOBBYING CERTIFICATE	59

REQUEST FOR PROPOSAL- COVER PAGE

(To be returned with your Proposal)

Title: DPTS On Board Video Surveillance System

Reference Number: #DPTS 2018-01

Issuing and Using Agency:

City of Decatur
Decatur Public Transit System
Attn: Michelle Alexander, Grants and Procurement Manager
555 E Wood St.
Decatur, IL 62523

Proposals for Furnishing the Product(s)/Service(s) Described Herein will be Received Until:

10:00 AM on October 25, 2018

All Inquiries for Information Should Be Directed to:

Address listed Above or Phone (217) 424-2814

PROPOSALS MUST BE SUBMITTED TO:

CITY PURCHASING DIVISION, ONE GARY K. ANDERSON PLAZA, DECATUR, IL 62523

The Title and Reference Number, as reflected above, must clearly appear on the face of the returned proposal package.

In Compliance with This Request for Proposals and To All Conditions Imposed Therein and Hereby Incorporated by Reference, The Undersigned Offers and Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date: _____

By: _____

(Signature in ink)

_____ Zip Code: _____

Name: _____

(Please Print)

Telephone: () _____

Title: _____

Fax Number: () _____

FEI/FIN Number: _____

DUNS Number: _____

E-Mail Address: _____

INTERESTED PROPOSER REGISTRATION FORM
DPTS On Board Video Surveillance System #DPTS 2018-01

(notification of interest to be emailed)

To: INTERESTED PROPOSER

Subject: DPTS On Board Video Surveillance System RFP #DPTS 2018-01

To Proposers:

The REQUEST FOR PROPOSALS (RFP) may be obtained from **Michelle Alexander, Grants and Procurement Manager, Decatur Public Transit System, 555 E. Wood St., Decatur, Illinois, 62523, (217) 424-2814** via email malexander@decaturil.gov. Additionally, please submit the following information to malexander@decaturil.gov, when requesting an RFP.

Name of FIRM:

Name of Contact Person:

Title of Contact Person:

Street Address/Post Office Box:

City, State, Zip Code:

Telephone Number:

Fax Number:

E-Mail Address (MANDATORY):

Website Address:

Date:

This information is requested to ensure that every Interested Proposers receives issued addenda(s) for this REQUEST FOR PROPOSALS. Failure to register may result in a rejection of the proposal due to non-compliance with addenda requirements. See **ATTACHMENT C - ADDENDUM PAGE**, which must be completed and submitted with the proposal that you provide to the Decatur Public Transit System.

Thank you for your interest. We look forward to receiving your proposal.

Sincerely,

Michelle Alexander, Grants and Procurement Manager

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine the words and terms.

Acceptance or Accepted: Written documentation of DPTS's determination that the Proposer's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by DPTS during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by DPTS to Proposer, which reflects internal DPTS procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information, and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Buyer: Individual designated by DPTS to conduct the Contract solicitation process, draft and negotiate contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by DPTS, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between DPTS and the Proposer for completion of the Work.

Contract Period: The period during which the Proposer shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Proposer under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with DPTS for the performance of Services or Work under the Contract, used interchangeably with the term Proposer.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

DBE: Disadvantage Business Enterprise.

Documentation: Technical publications relating to the use of the Work to be provided by Proposer under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Proposer to DPTS.

DOT: Department of Transportation.

DPTS: Decatur Public Transit System.

Final Acceptance: The point when DPTS acknowledges that the Proposer has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Procurement Manager: The individual designated by DPTS to administer the Contract and be the Proposer's primary point of contact. The Procurement Manager has no contracting authority.

Project Manager: The individual designated by DPTS to manage the project daily and who may represent DPTS for Contract Administration.

Proposer or Offeror or Bidder or Contractor or Vendor: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the work.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that is available to Proposers for information and reference in preparing proposals but not as part of this Contract.

RFP or Solicitation: Request for proposals; also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Request for Proposals consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured good.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Proposer or DPTS, as applicable, and means that the Proposer or DPTS, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Proposer to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Procurement Manager in accordance with the Scope of Work/Specifications.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

LEGAL NOTICE

September 4, 2018

REQUEST FOR PROPOSALS

DPTS On Board Video Surveillance System RFP #DPTS 2018-01

The Decatur Public Transit System (DPTS) is seeking proposals for an On-Board Video Surveillance System. The scope of work/specifications are outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

The RFP, which includes the procurement schedule, may be obtained from **Michelle Alexander, Grants and Procurement Manager, Decatur Public Transit System, 555 E. Wood St., Decatur, Illinois, 62523, (217) 424-2814**, via email malexander@decaturil.gov.

All questions should be directed to:

Michelle Alexander, Grants and Procurement Manager
Decatur Public Transit System
555 E Wood St.
Decatur, IL 62523-1325
(217) 424-2814
E-mail: malexander@decaturil.gov

All proposals must be received on or before **10:00 am (CST) on October 25, 2018**. Sealed proposals described herein will be received at the **City Purchasing Division on the first floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, IL, 62523**.

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for proposers. The Council further reserves the right to award the contract to the proposer which, in the opinion of the Council, will best serve the public interest, and the criteria listed herein shall be subordinate to the discretion of Council with regard thereto. At the discretion of the Council, required items may be submitted after the proposal opening if there is sufficient compliance with instructions at the time of the proposal opening to permit the City to determine the price proposal.

Any contract resulting from these proposals is subject to and contingent upon a financial assistance contract between the DPTS and the United States Department of Transportation, Federal Transit Administration, and the Illinois Department of Transportation. Proposer will be required to comply with all applicable Federally required clauses.

A Pre-Proposal Meeting will be held on **September 13, 2018 at 10:00 am (CST)**, at the DPTS Administrative office, 555 E Wood St., Decatur, IL, 62523.

SECTION 1 INSTRUCTIONS TO PROPOSERS

1-1 Introduction

The Decatur Public Transit System (DPTS) is the primary public transportation provider for the greater Decatur area. DPTS operates 15 fixed routes and maintains an active fleet of 20 fixed-route buses and 2 trolleys. Additionally, DPTS provides ADA paratransit service (Operation Uplift) within the service area and owns 10 medium duty vans. DPTS has three (3) facilities comprised of an Administrative Building and Maintenance Building located at 555 E Wood St., and a Transit Center located at 353 E William St.

1-2 Purpose

The purpose of this Request for Proposals (RFP) is for DPTS to procure a qualified, responsive, and responsible firm to manufacture, deliver, and install a high quality, reliable, and effective high definition on board video surveillance system for the fixed-route bus fleet. This system shall be a turn-key system that shall monitor and record events that occur in the interior and exterior of the DPTS transit vehicles at all times that the vehicle is powered on.

All labor, equipment, and materials shall be furnished in strict accordance with the specifications, instructions, terms and conditions as stated in the RFP documents. All manner of workmanship and material used in the production of the product and provision of the services and not herein contained or specified shall be of the Proposer's standard. Proposers shall conform in material, design, and workmanship to the best practices known in the industry. The Proposer will assume responsibility for all equipment and assembly used in project. This includes: services, equipment, materials, supplies, and labor (whether it is manufactured or provided by the Proposer or purchased ready made from a source outside the Proposer's company). All equipment and work provided under any subsequent contract will be fully completed and ready for use when delivered and accepted. It is the sole responsibility of the Proposer to read, understand, and comply with the specifications.

The procurement of this project shall be accomplished through a third- party contract awarded to the most qualified, responsive and responsible Proposer submitting the best or highest ranked Proposal, based on fair and open competition, through formal advertisement and solicitation of Proposal. Proposals will not be opened publicly. Scoring will be determined by a DPTS Evaluation Committee.

1-3 General Information

- A. **Ethics and No Contact Policy.** After issuance of this RFP, Proposers or anyone acting directly or indirectly on behalf of a Proposer or potential Proposer or Subcontractor shall not discuss or submit inquiries about this RFP in any way with any of DPTS's employees, City of Decatur employee's, elected or non-elected City of Decatur officials, or a member of the Decatur City Council, other than the Procurement Manager, **Michelle Alexander**, malexander@decaturil.gov. Any communication with the Procurement Manager must be in writing, and submitted as required in this RFP. The foregoing restriction expires once the **On-Board Video Surveillance System Contract** has been executed. Violation of this restriction may result in disqualification of the Proposer for the award of **On-Board Video Surveillance System Contract**.
- B. **No Liability for Costs.** DPTS, nor the City of Decatur, shall not be liable for any costs incurred by the Proposer or any other person about the preparation or submission of the proposal or any other materials required pursuant to this RFP.
- C. **Accuracy and Completeness.** By submitting a proposal pursuant to this RFP, the Proposer represents that the information contained in such proposal is true, accurate and complete at the time of submission and warrants that such information will remain true, accurate and complete

throughout the life of the procurement process and any contract awarded to the Proposer pursuant to this RFP.

- D. **Misrepresentation.** If DPTS finds the Proposer has either knowingly misrepresented any information or failed to provide requested information in a timely manner, then this may constitute sufficient grounds for DPTS to deem the Proposer non-responsible or non-responsive.
- E. **Cancellation of RFP.** DPTS reserves the right to accept or reject all proposals received as a result of this RFP, to negotiate with all or selected Proposers, or to cancel, in part or in whole, this RFP if it is in the best interest of DPTS to do so.

1-4 Proposal Submission

- A. **Procurement Manager.** Mrs. Michelle Alexander is the contact for this RFP and all contact regarding any aspect of this RFP shall be made to Mrs. Michelle Alexander in writing. All contact shall occur by e-mail to malexander@decaturil.gov, except otherwise authorized herein.
- B. **Submission of Questions.** All questions, comments, requests for information or clarifications regarding this RFP must be submitted in as indicated below no later than **3:00pm, on September 28, 2018.** All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph number (s) to which the question refers, and include the identity of the sender, firm name, mailing address, telephone number, and e-mail address.
- C. **Response to Questions.** All responses to questions submitted to DPTS shall be answered by **October 9, 2018 by 4:00pm** in written format.
- D. If clarification of any answer provided by DPTS is required, then the inquiry must be made no later than 4:00pm on October 12, 2018, and only one round (if needed) of clarification is permitted. DPTS shall be the sole judge of whether an answer is sufficiently clear.

DPTS reserves the right to make modifications or amendments to the RFP, either at the request of a Proposer or upon DPTS's own initiative. If DPTS determines it is appropriate to revise any portion of this RFP, then it will issue a written amendment to the RFP. Proposers shall submit a signed copy of the "Receipt of Addendum" for addendum issued with their proposal submittals. (Attachment C)

If an amendment requires significant changes in the Scope of Work to be performed under the contract, then the date for receipt of proposals may be postponed at DPTS's discretion.

- E. **Submission of Proposals.** Proposals must be received by the **Purchasing Division** of the City of Decatur located on the first floor of the Civic Center, **One Gary K. Anderson Plaza, Decatur, IL, by 10:00am (CST) on October 25, 2018.** Late proposals will not be accepted. Proposals received after the time and date will be returned unopened at the Proposer's expense and the Proposer will be disqualified. Proposer shall submit the Proposal in two parts; the technical proposal and the pricing proposal. The Proposal shall consist of:

1. One (1) original signed hard copy of the technical proposal and one (1) original signed hard copy of the pricing proposal in a separate, sealed envelope marked "Price Proposal."
2. One (1) pdf digital copy of the Proposer's technical proposal.
3. Mark parcel as "**Proposal for DPTS On Board Video Surveillance System RFP #DPTS 2018-01**" AND "Do Not Open with Regular Mail."

Original and required copies, complete with all signed affidavits and certifications, will be bound together. Oversize pages used for drawings or similar purposes are allowed. The package containing the proposal must be clearly marked with the words "**Proposal for DPTS On Board Video Surveillance System RFP #DPTS 2018-01**" and the time and date proposals are due.

- F. **Opening of Proposals.** At the designated time for receipt of the proposals, the proposal packages will be opened and listed for the record of receipt. The packages will be secured and made available exclusively to the Evaluation Committee, and select support staff.
- G. **Start-Up.** Unless otherwise agreed upon during contract negotiations, the Proposer is expected to start providing services under the contract beginning the first Monday of the month after the contract is executed or at such other time as the start date is set by DPTS.
- H. **Reservation of Rights.** DPTS reserves the right to seek clarification and to request supporting documentation and records, and proposers shall comply with these requests.
- I. **Restrictions of Proposals.** Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become the property of the City of Decatur. This RFP is governed by the public record laws of the State of Illinois.
- J. **Award Notification.** Notice of "intent to award" will be sent via email to all proposers that submitted a proposal. Any amendment to this solicitation will also be provided to all known interested proposers. Award will be made to the most responsive and responsible Proposer whose proposal provides the best value and is determined to be most advantageous to DPTS. Proposer agrees to adhere to all applicable State, Federal, and Local Laws and Regulations. The successful Proposer will be required to sign a standard "Affidavit of Non-Collusion" (Attachment G) and "Certification Regarding Debarment and Suspension" form (Attachment F).
- K. **Protests.** Protests to this solicitation or contract award must be in accordance with DPTS protest procedures contained in the RFP.

1-5 Proposal Format and Required Content

Proposals shall be prepared in a clear, concise, and economical manner. Proposers must be capable of meeting the terms, conditions, and requirements of the RFP package by providing services, equipment, materials, supplies, and labor necessary to complete the On-Board Camera Surveillance System.

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFP. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read or are deemed illegible by DPTS may be rejected.

It is the Proposer's responsibility that all forms are filled out completely and signed by an official that is authorized to enter into a contract on behalf of the Proposer.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

- a. Request for Proposal Cover Page (page 10) and all executed, applicable Attachments
- b. Cover Letter, providing the following information:
 - 1. Identification of the Proposer(s), including name, address and telephone number of the appropriate contact person at each company/firm.
 - 2. Proposed working relationship among proposing companies/firms, i.e. prime-subcontractors, if applicable.
 - 3. Signature of a person authorized to bind the proposing firm/company to the terms and conditions of the proposal.
- c. Qualifications and Capabilities of the Company

1. Name(s) and title(s) of all key personnel proposed for the duration of the contract. If oral presentations are conducted, then identify the designated key personnel who will be required to attend along with other representatives of the Proposer, if applicable.
 2. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization and a general description of the Proposer's financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to complete the project.
 3. Identify all qualifications and organizational capabilities that will establish the Proposer as a satisfactory provider of the required product or service because of its strength and stability.
 4. Identify all subcontractors, including the company name, address, contact person, telephone number and project function(s).
- d. References
1. Proposers should include the Proposer's contracts, for transit and other fleet operations, which have occurred within the last three years. Be sure to include the agencies' names and addresses as well as the name, phone, and email address of the agencies' contacts. DPTS may contact these agencies for reference. DPTS reserves the right to check references or to make the award without references, solely at its discretion. References may be listed on Attachment H.
- e. Technical Proposal (to include)
1. Proposers must demonstrate their understanding of the project, describe their project approach and explain how they will meet DPTS's goals and objectives.
 2. Provide, in narrative form, a plan of how your organization, would approach this project if awarded the contract. This should include, but not be limited to, complete compliance with the Scope of Work, identification of potential shortfalls in your understanding of the requirements, and your ideas which would improve the likelihood of success for the both parties.
 3. Where the Scope of Work permits alternative means, methods, and/or materials to be employed, the proposal shall indicate the choice of the Proposer.
 4. A comprehensive list of any disclaimers or caveats pertaining to the provision of services as described in DPTS's Scope of Work/Specifications. Except where clearly stated, it shall be assumed that DPTS's Scope of Work shall supersede all such specifications that may be described and/or included in the proposal.
- f. Price Proposal
1. The Price Proposal should identify and respond to each item in the Scope of Work, as a price for the entire proposal is required, as well as pricing for additional camera purchases. The price proposal shall not include any taxes in the estimated price as DPTS is a tax-exempt organization.
- g. Schedule of Work
1. Proposers shall provide a "draft" schedule which should indicate a proposed beginning date, ending date, and include major milestones. For planning purposes relative to a Project Schedule, a schedule will be assumed to start after contract award and continue through completion of the deliverables identified in the Scope of Work.

1-6 Proposal Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority.

1-7 Inquiries

The Proposer is required to show on all correspondence with the DPTS with the following: "**Proposals for RFP #DPTS 2018-01**". Any communication with DPTS should be written and directed to: Michelle

Alexander, Grants and Procurement Manager, 555 E Wood St, Decatur, IL, 62523. Written communication can be sent via email to malexander@decaturil.gov. Correspondence will not be accepted by any other means or by any other DPTS or City of Decatur staff member.

1-8 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available:	September 4, 2018
Pre-Proposal Meeting at 10:00 am:	September 13, 2018
Deadline for questions and clarifications:	September 28, 2018
Deadline for <u>responses</u> to questions and clarifications:	October 9, 2018
Proposals due by 10:00 am :	October 25, 2018
Evaluation of proposals & possible interviews:	October 25 to October 31, 2018
Recommend Contract Award at City Council Meeting:	December 17, 2018
Anticipated start-up date:	January 7, 2019

1-9 Pre-Proposal Conference

There will be a non-mandatory pre-proposal meeting on **September 13, 2018 at 10:00 am** at DPTS's Administrative Office located at 555 E Wood St, Decatur, Illinois 62523. All potential Proposers attending will attend at their own cost and should bring a hardcopy of this solicitation. At this meeting Proposers will be given the opportunity to ask questions and familiarize themselves with all the conditions that may affect the time or cost of performance. DPTS may conduct a site visit for all Proposers so it will not be necessary later for Proposers to make a subsequent claim or request a contract modification because of facts not known when the proposal was submitted.

1-10 Interviews & Presentations

DPTS may schedule interviews and presentations for Proposers submitting proposals for this project after proposals are received. These interviews and presentations will allow selected Proposers to present their proposals and approaches to this project in greater depth.

DPTS will expect the Project Manager to take an active part in making the presentation at the Proposer's interview. The Project Manager would have day-to-day responsibility conducting services contracted or very closely supervising others' work for the services contracted, if awarded.

The interview and presentation will last approximately one hour. Your presentation should be limited to approximately 20 minutes. The remainder of the time will be used for follow-up discussion and questions.

The presentations will be at the DPTS Administrative offices on 555 E Wood St, Decatur, IL.

1-11 Proposal Specifics

The Evaluation Committee reserves the right to reject any or all proposals.

1-12 Examination of RFP and Contract Documents

Proposers are expected to examine the Scope of Work, scope of services required, specifications, schedules, RFP #DPTS 2018-01 On Board Video Surveillance

compliance requirements and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to provide product(s)/service(s) of first quality, and the workmanship must be the best obtainable in the various trades. The product(s)/service(s) proposed must be high quality in all respects. No advantage will be taken by the Proposer in the omission of any part or detail, which goes to make the product/service(s) complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Proposer will assume responsibility for all equipment used in the proposal item, whether the same is manufactured by the Proposer or purchased ready made from a source outside the Proposer's company. It is the sole responsibility of the Proposer to read the Scope of Work/Specifications and understand them.

The submission of a proposal shall constitute an acknowledgment upon which DPTS may rely on that the Proposer has thoroughly examined and is familiar with the solicitation, instructions and Scope of Work, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

1-13 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach all Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable to all Proposers who have registered to submit a proposal on this RFP and to whom the RFP has been issued. **All addenda will become part of the RFP and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by the DPTS before the award of the Contract will not be binding.

1-14 Cost of Proposals

DPTS is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

1-15 Samples

Samples of items, when called for, must be furnished free of charge. Samples must be labeled with the Proposer's name, manufacturer's brand name and number, proposal number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after proposal opening date. If instructions are not received within this time, then the commodities shall be disposed of by DPTS.

SECTION 2- SCOPE OF WORK

The purpose of this Request for Proposals (RFP) is for DPTS to procure a qualified, responsive, and responsible firm to manufacture, deliver, and install a high quality, reliable, and effective high definition mobile video surveillance system for its fleet. This system shall be a turn-key system that shall monitor and record events that occur in the interior and the exterior of DPTS transit vehicles at all times that the vehicle is powered on.

This on-board camera surveillance system procurement will include the installation to

- **five (5) fixed-route 30' heavy-duty, low floor 2001 Gillig Buses,**
- **four (4) fixed-route 30' heavy duty, low floor 2009 Gillig Buses,**
- **four (4) fixed-route, 35' heavy duty, low floor 2010 Gillig Buses,**
- **and should include the option to purchase equipment for new or existing 30' heavy-duty, low floor fixed-route buses or paratransit/support vehicles for a three (3) year period following contract award.**

The current remaining fleet consists of:

- seven (7) fixed-route 30' heavy-duty, low floor 2001 Gillig Buses
- ten (10) paratransit vans, including Eldorado National, Ford E450 Super Duty, and Starcraft Paratransit Vans

Proposers should include a unit price for additional equipment purchases (including any applicable escalation costs) in their detailed pricing information, as well as additional options for Warranty and Preventative maintenance past the initial warranty period.

Currently, DPTS operates Seon Mobile Surveillance vMax Video Management Software and HD Reader, and Explorer EX8 Plus Mobile DVR System on eight (8) buses, while the remaining bus fleet does not have video surveillance. On the eight (8) buses, the current system will be removed by DPTS prior to installation.

DPTS anticipates continued growth in the amount and complexity of services it provides, and desires to purchase a system with full-featured capabilities that allows for planned fleet and technology expansions. The successful Proposer will be required to demonstrate backwards and forwards software compatibility with multiple generations of hardware, to avoid unnecessary software and equipment expenses in the future.

The successful Proposer shall be responsible for providing project coordination and management activities necessary to facilitate project development, manufacture, delivery, and installation within the project schedule. The Proposer shall also be responsible for training designated personnel on any equipment or software included in this procurement. The minimum training is that which is necessary to bring administrative, operations, and maintenance employees to proficiency required to perform their duties on the mobile video surveillance system.

Technical specifications are provided in Section 2-8. This solicitation has been prepared with the intent of identifying and describing required elements and specifications without unduly restricting competition. When brand names are used, then the Brand name shall also mean "or approved equal."

Interested Proposers are required to conduct a thorough evaluation and review of the "Request for Proposals for On-Board Video Surveillance System RFP#DPTS 2018-01." Proposers must meet all Proposal requirements.

Proposer is responsible for the installation of all new equipment, brackets, cabling, harnesses, fittings, and cameras required to bring the system into operation, with a detailed spreadsheet listing Make, Model, and Serial Numbers of Video Recorder, Hard Drive, router, and cameras assigned to each bus.

2-1 General Requirements

If applicable, Proposers are required to obtain or use:

All permits at Proposer's expenses for proposed work; New equipment and materials shall be the product of reputable manufactures of electrical equipment; All cameras shall be manufactured with a tamper-resistant casing; encapsulating electronics; All exterior cameras shall operate in extreme temperatures (between -14°F to +140°F); and references for similar size projects within the previous three (3) years are requested. Proposer shall also supply any documentation of actual field use of components in a qualified mass transit environment of similar size. Qualifications are considered in Scoring and Evaluation Criteria of this RFP.

Proposals must be compliant with each of the following specifications. Any variation to the specifications provided should be approved by DPTS using Attachment D, Request for Deviations/Approved Equals.

2-2 Useful Life

All hardware components provided by the Proposer shall have a useful life of at least five (5) years. During this useful life, all hardware components must be able to function properly and adequately. The Proposer shall make sure that all on board and off board components must be compatible to install all software patches and updates throughout the useful life of the provided hardware components.

2-3 Project Coordination

The successful Proposer shall be responsible for providing project coordination and management activities necessary to facilitate project development, manufacture, delivery, and installation within the project schedule.

2-4 Repair or Replacement of Faulty Components

During the warranty period, the Proposer shall repair or replace any faulty components, with the cost included in the warranty price. The DPTS will ship each faulty component to the Proposer, who shall return a new or repaired component within one week of originally receiving it.

All components repaired or replaced in the last year of warranty shall carry an additional one-year warranty.

2-5 Warranty

The warranty period shall run for the entire system and workmanship, including, onboard video surveillance equipment, backend equipment, software, and servers for a minimum of three (3) years from the date of project acceptance with two (2) one (1) year options. The price of the optional warranty extension must be listed in the Proposal. Warranty and warranty options are considered in Scoring and Evaluation Criteria of this RFP.

The Proposer shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment and as a critical tool in operator training and safety.

The Proposer shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide with all information necessary to maintain the system.

If there is a change in the production configuration of any equipment or software being installed prior to installation, then DPTS requires that all previously installed equipment and software be upgraded to match the updated configuration.

The Proposer shall warrant that its employees, agents and sub-contractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed.

During the warranty period, the Proposer shall, at no cost to DPTS, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.

The Proposer shall provide any software upgrades, fixes, updates, or version changes at no cost to DPTS during the warranty period.

In addition to the foregoing warranties, the Proposer shall assign to, and shall have the benefit of, all sub-contractors and equipment supplier warranties and representations with respect to the deliverables provided. The Proposer shall provide a single point of contact for all warranty administration during the warranty period.

The Proposer shall warrant to DPTS that DPTS shall acquire all equipment and software provided under the Contract, free and clear of all liens and encumbrances.

2-6 System-Wide Replacement

If at least 25% of a given component requires repair or replacement within the minimum three (3) year warranty period or the awarded term, then the component shall be deemed to warrant system-wide replacement. System-wide replacement shall require the Proposer to replace all units of the suspect component throughout the system, whether they have exhibited any fault.

2-7 Options for Additional Equipment Purchase

Option to purchase equipment for new or existing fixed-route buses or paratransit/support vehicles for a three (3) year period following contract award. Proposers should include a unit price for additional equipment purchases in their detailed pricing information.

2-8 Specifications

A. Recorder
1. The system shall be provided in compatible and interchangeable formats that support simultaneous recording all installed cameras and microphones.
2. The system must support two additional audio channels capable of synchronizing to user-selectable cameras.
3. The Recorder must support up the amount of installed high definition camera inputs with the optional video encoder and shall have options up to twelve (12) high definition camera inputs with optional video encoder(s).
4. The system must be capable of recording all cameras at the highest resolution and quality at a minimum of 30 images per second per camera.
5. The Recorder must be vandal-resistant and securable with lockable recording media without the need for an additional enclosure.
6. The system must include a driver event switch that features a system health indicator light to prevent the vehicle from going into service without a functional on-board video surveillance system.

7. The system must be capable of simultaneous recording, playback, and remote access allowing multiple users to review video without interruption of recording.
8. The system must have the serial number of the hard disk drive to the system log to record and track the replacement of the recording media.
9. The system must record onto a removable hard disk drive of a minimum of 2.0TB with an option for up to 4.0TB of storage.
10. The system must come equipped with a server to house the data.
11. The system must record onto a removable hard disk drive equipped with a key lock to prevent tampering, and shall be 'swappable' for use in any same model Recorder, regardless of the number of cameras supported.
12. The system must be capable of maintaining twenty-one (21) days of recorded high definition video at a rate of 30 images per second on every camera simultaneously on a single on-board drive.
13. The system must be entirely made of new materials and must be engineered and constructed with rugged materials to protect the system from environmental elements including shock, dust, and humidity.
14. The Recorder must be Mil-Spec Rated: STD-810F and SAE Rated: J1455 for vibration and shock and include a shock absorbing mounting kit.
15. The system must be capable of configuring video quality, resolution and recording speed individually for each camera.
16. The Recorder shall record video in user adjustable resolution setting of HD (1280x720), W-D1 (864x480), Q (640x360) or W-CIF (432x240).
17. The system must not require defragmentation, maintenance, or any other housekeeping operations that may interrupt recording when the vehicle ignition is powered on.
18. All recorded data must be immediately available on the removable storage media; the system shall not require a waiting period of completion of any processes prior to obtaining access.
19. The Recorder must feature an eSATA port for virtually unlimited on-board storage options.
20. The system must include an optional built-in heater for operating in temperatures as low as -14°F. Systems that require additional enclosure to comply with this requirement are not acceptable.

21. The system must have an optional hard disk player and software to allow for transferring of files directly from the HDD to a PC, where the images can be printed, emailed or saved onto another storage media.
22. The system shall feature a built-in 3-axis accelerometer capable of tagging video or sending alarm notification when the vehicle exceeds a pre-determined G-force setting.
23. The system must be FCC approved and shall be powered by 12 or 24 VDC vehicle power supply connected by 12-gauge wire and protected from spikes, surges and reverse polarity operating between 9 and 36 VDC.
24. The Recorder must meet the requirements of ISO 7637-2 "Electrical disturbances from conduction and coupling." The Recorder shall provide regulated 12-volt power for all peripherals (up to 40 watts).
25. The Recorder shall have the option to remain operating for a pre-determined length of time after the vehicle power is terminated, up to two hours.
26. The system shall feature a built-in GPS receiver.
27. The Recorder shall include a functional Gigabit Ethernet port for system configuration and transmission of video using software over 802.11, LAN/WAN, or cellular networks.
28. The system must be able to support automatic upload of "Event" video and associated audio and metadata; automatic upload of any "Requested Video", and associated audio and metadata; and automatic upload of "Health Check" data from the vehicles upon return to the DPTS Maintenance Garage, 555 E Wood St., Decatur, IL 62523.
29. The system shall feature pre-event recording that allows the system to record up to five (5) minutes of video prior to system activation (manually, motion activation, etc.)
30. The Recorder must be equipped with a minimum of two USB ports to allow for exporting video clips using CDRW, HDD, or USB Flash memory.
31. The Recorder must feature H.264 "Main Profile" video compression for superior video quality, network performance and recording duration. "Constrained Baseline Profile" or "Baseline Profile" type H.264 is not acceptable.
32. The system must be capable of on board viewing, downloading, and control via laptop using the included software.
33. The Recorder dimensions shall not exceed 4.5x12x15 (HxWxD).
34. The Recorder must be compatible with a facility-based Recorder system provided by the Successful Proposer and allow for software interoperability between vehicle and facility recording systems.

35. On Board system components must be removable/replaceable as an entire component to minimize vehicle down times and simplify maintenance.
36. Proposers shall explain how IP cameras are set-up and configured for use during initial set up and for field replacement and/or adding additional cameras if needed at a later time, and must include all necessary documentation.
37. The system shall be capable of maintaining video on a single 4.0TB hard disk drive for up to 520 hours, recording all cameras simultaneously with a resolution of at least 1280x720 and a frame of a least 30ips (210ips system-wide).
38. The system must include a maintenance-free uninterruptible power supply (UPS) that will continue to power the system in the event of a power loss, allowing the Recorder to perform a safe shutdown. The UPS unit must feature error detection and reporting to provide voltage input data. Lead, acid, or other battery based backup solutions will not be considered.

B. HD Cameras
1. All cameras shall utilize 48 volt PoE (Power over Ethernet), supplied by the Recorder.
2. Interior cameras must be high definition, low light, IR Illuminating with a lux rating of 0.
3. Interior cameras must be color during daylight hours.
4. Camera resolution setting options shall be HD (1280x720), W-D1 (864x480), QHD (640x360), or W-CIF (432x240).
5. Exterior cameras must be impact and tamper-resistant and rated a minimum of IP66 for proven durability in exterior mobile applications.
6. Exterior cameras must feature a UV coated dome for additional exterior protection.
7. DPTS's fixed-route vehicle fleet consists of 30' 2001 Gillig Medium-Duty, Low Floor transit coaches. These thirteen (13) fixed-route vehicles are to be equipped with sufficient cameras to cover the following Interior and Exterior areas listed in boxes 8-11.
8. (Interior): High resolution color camera capable of audio recording with varifocal lens and adjustable mount covering the following areas: facing forward to windshield.
9. (Interior): High resolution day/night color camera with IR Illumination and built-in microphone covering the following areas: front entrance door and rear exit door, as well as coverage for the entire length of the interior.
10. (Exterior): High resolution color camera covering the following areas: entire left and right side of the Bus.

11. (Exterior): High Resolution color camera covering the following areas: rear of the bus, including what is right behind the bus, and what is approaching the bus.

C. Software/Firmware

1. License-free software that is capable of live viewing, playback, calendar, and event searches, administration must be provided, and shall be compatible with Windows® 7, Windows® 8 and Windows®10.

2. All future software updates for license-free software must be included in the Proposal.

3. The software must provide various levels of user access rights that allow and restrict access to various functions. The software shall feature 256 user passwords and 63 user groups. The software must keep audit log of user events and changes.

4. When equipped with GPS, the system must provide historical and live software mapping display routes of the vehicle location and speed charts.

5. When equipped with GPS, the system software must be capable of connecting to pre-recorded video by selecting a point on the map or selecting a point on the speed chart to view from the speed or location.

6. To retrieve recorded video, the software must provide searches by: event, time lapse, time and date, vehicle location and vehicles speed. Optional software shall allow for easy fleet-wide searches and wireless download of video based solely upon the date and a general map location.

7. The software must display the current time and date on the video.

8. When events are detected, the unit must display the event information and allow users to access the remote site directly to search the image associated with the event.

9. The system shall feature software for automated event video upload to a central server repository.

10. The system must include optional software with advanced backend capabilities for automatic download of video clips and the ability to classify event video data.

11. The software must allow for automated software upgrades and simultaneous updates to multiple sites.

12. Image adjustments, PTZ control and alarm out controls shall be administered utilizing the software.

13. The software must be capable of synchronizing the time of all Recorder systems utilizing a "master Recorder" or to GPS time (if applicable). Daylight savings adjustments shall be automatic.

14. Software settings must allow the system (when networked) to send email notification for any system event including video loss, camera obstruction, hard drive "full status", etc.
15. Options for archiving/retrieving video must include: saving a video clip as a Windows® Media Player (.avi) file, image (.bmp) file, self-executable format (.exe) file, or any other commonly used video file type.
16. Video clips saved using the self-executable format (.exe) must be watermarked, encrypted, and provide the ability to easily transfer secure video evidence.
17. Video clips must include the option of viewing a single camera or multiple cameras on a single screen.
18. Executable video clips must display GPS map location and vehicle speed upon playback and metadata from other on-board systems.
19. Video clips must provide the option of saving a portion of the video clip (shorter in length and/or reducing the number of cameras) to make a smaller video clip from the original.
20. The software must feature the option to archive video clips requiring a password for viewing.

D. Video Management System
1. Management software must provide fleet-wide status reports, event logs, on-demand and automated video clip retrieval for easy fleet-wide video management.
2. Software licenses must be provided on a per-vehicle basis, and must include 36 months of maintenance (software updates).
3. Software must include a client-based user interface option.
4. Users must be capable of programming the software to automatically download video clips based on specific event types.
5. Once the video clips have been uploaded to server, all data logs and video clips shall be available for viewing.
6. Users shall be capable of requesting download of custom video clips.
7. Users must be able to view vehicle connection status and system logs.
8. Software must allow for email notification of system events.

9. Software must supply health information of the video system with error logs, reports, and automatic notification for: video blind events, video loss events, disk errors, disk temperature events, fan errors, recorder errors, disk almost full and disk S.M.A.R.T. (Self-monitoring, analysis, and reporting technology) events.
10. Video clips scheduled or manually requested must automatically download when the vehicle connects to the network.
11. Software shall provide "connection status" to easily determine if a vehicle has not recently connected to the network.
12. The user must be capable of requesting multiple video clips simultaneously from multiple sites.
13. Software must provide chain of custody reports with a complete history of system and user actions with each video clip.
14. Users with granted permission rights must be able to classify reviewed video clips to save to temporary or long-term storage, including video clips associated with error events.
15. Administrative users must be able to program the software with an adjustable time period for the event log, temporary storage, long-term storage and deletion grace period.
16. Management software must be compatible with all Recorder systems proposed.
17. Software must provide customizable categories that will allow users to classify video clips based upon pre-determined criteria.
18. Software must support sorting of video clips based upon classification status.
19. A user tasked with categorizing clips shall be able to quickly locate video clips not yet classified.
20. Users must be able to view the last location of each vehicle on the fleet with intuitive mapping, with retention of AVL details for up fourteen (14) days.
21. Users must be able to request clips by location for video uploads of all vehicles in proximity of a user defined section on a map.

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Postponement, Amendment and/or Cancellation of Request for Proposals

The DPTS reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments will be furnished to the Proposer's email address submitted on the Interested Proposer's Registration. If the revisions or addenda require changes in requested information or the format for proposal submission, then the established date for submission of proposals contained in this RFP may be postponed by such number of days as, in the DPTS's opinion, shall enable Proposers adequate time to revise their proposals.

DPTS reserves the right to cancel this RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

3-2 Rejection of Proposals

DPTS reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

3-3 Clarification of Proposals

The DPTS reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in the proposal's rejection.

3-4 Approved Equals/Request for Deviation

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection.

If potential Proposers believe that their product is equal to the product specified or if they choose to deviate from the scope of work, then they must submit a written request to DPTS on the provided form (Attachment D) and this request will be approved or rejected by DPTS at least seven (7) calendar days prior to the due date of proposals. Requests for approved equals and deviation of specifications must be received by DPTS in writing a minimum of fifteen (15) days before the proposal opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to DPTS to determine whether the Proposer's product is or is not equal to that specified.

3-5 Modification or Withdrawal of Proposals and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at DPTS's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

3-6 Errors and Administrative Corrections

DPTS will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by DPTS, if applicable. DPTS reserves the right to request an extension of the proposal period from a Proposer or Proposers.

DPTS reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the Proposer must be initialed by the person signing the proposal.

3-7 Compliance with RFP Terms and Attachments

DPTS intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. An exception is not a response to a RFP requirement. If an exception is taken, then a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

DPTS may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected, may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if DPTS determines that a Contract is in the best interest of DPTS. The Notice of Exception will be used as part of DPTS's evaluation of the proposal, and, therefore, must be made known during the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the proposal process and the award of a contract. Failure to submit a marked-up copy of the form agreement with a proposal will be interpreted by DPTS as the Proposer's acceptance of the form agreement provided herein.

3-8 Collusion

The Proposer guarantees that the proposal submitted is not a product of collusion with any other Proposer, and no effort has been made to fix the proposal price of any Proposer or to fix any overhead, profit, or cost element of any proposal price (Affidavit of Non-Collusion, Attachment G). Failure to submit the signed affidavit at the time of proposal opening shall be grounds for disqualification of the Proposer's offer.

If DPTS determines that collusion has occurred among Proposers, then none of the proposals from the participants in such collusion shall be considered. DPTS's determination shall be final.

3-9 Pricing, Taxes and Effective Date

The price to be quoted in any proposal will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of DPTS. Price proposals shall include all freight charges, FOB to the designated delivery points.

DPTS is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The price quoted by the proposing companies/firms will not change for a period of ninety (90) days, beginning from the date the proposal is opened.

3-10 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, DPTS may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in DPTS's best interests. Proposal alternatives must be clearly identified.

3-11 Single Proposal Response

If only one Proposal is received in response to the RFP, then a sample of two (2) Proposals, if available, awarded to the Proposer within the past two (2) years may be requested of the single Proposer. A cost/price analysis and/or audit may be performed of the cost proposal to determine if the price is fair and reasonable.

3-12 Exclusionary or Discriminatory Specifications

DPTS agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. DPTS further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

3-13 Protest Procedures

Protests may be made by prospective Proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. The DECATUR PUBLIC TRANSIT SYSTEM (DPTS) will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Decatur Public Transit System 555 E Wood Street, Decatur, Illinois, 62523-1325. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- a. Name, address, and telephone number of protestor;
- b. Identification of contract solicitation number;
- c. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- d. A statement as to what relief is requested.

Protests must be submitted to the DPTS in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

A protestor may file a protest with FTA. FTA's review of protests will generally be limited to allegations that (1) DPTS does not have or fails to follow its protest procedures; (2) DPTS failed to review a complaint or protest; or (3) the issue involves violations of Federal law or regulation. When raising Federal matters with the FTA, protesters are advised to clearly articulate the Federal concern, the prejudice to the protester that will result if FTA does not resolve the Federal matter immediately, and provide any other relevant documents or materials. The FTA is not obligated to review any protest.

Notice to the FTA of proposal protests regarding procurements with substantial federal funds involved is advised.

Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the DPTS. The protest filed with FTA shall:

- a. Include the name and address of the protestor;
- b. Identify the DPTS's project number and the number of the contract solicitation;
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow DPTS's protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible;
- d. Include a copy of the local protest filed with DPTS and a copy of the DPTS's decision, if any.
- e. An appeal to FTA must be received by the FTA regional office within five (5) working days of the date the protester knew or should have known of the violation.

3-14 Insurance Requirements

The Proposer, prior to the execution of the contract, shall obtain and keep in force during the performance of all work under the contract, the following insurance coverages, provided by companies acceptable to the DPTS and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract.

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

Workers compensation insurance shall be provided according to the provisions of the Illinois Worker Compensation Act, as amended.

Employers Liability

- | | |
|----------------------------|-----------|
| a. Each Accident | \$500,000 |
| b. Disease – policy limit | \$500,000 |
| c. Disease – each employee | \$500,000 |

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products – Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the Proposer, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over under-lying policies to meet the required limits of coverage.

COMMERCIAL AUTOMOBILE LIABILITY:

Bodily Injury & Property Damage, Combined Single Limit \$1,000,000

The policy shall cover owned, non-owned, and hired vehicles.

If awarded the contract, then the Proposer will provide the DPTS with certified copies of all insurance policies and all accompanying endorsements. The Proposer shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the DPTS, its officers and employees as an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the Proposer's obligation to obtain and keep in force the required insurance.

It shall be an affirmative obligation upon the Proposer to advise the City's Purchasing Division at Fax No. (217)-424-2772, or mail to Purchasing, #1 Gary K. Anderson Plaza, Decatur, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD

4-1 General

DPTS shall employ an evaluation-based selection in a negotiated purchase method in making the award for this procurement. Technical information and price information will be evaluated.

Proposers will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview Proposers to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, then the evaluation team may reevaluate the proposals of those firms interviewed. DPTS expects all Proposers to fully cooperate with its evaluation process.

Proposals will be evaluated by a panel of three to five DPTS and City of Decatur Staff members familiar with the subject matter of the project. The Procurement Manager will serve as the Facilitator, and decision maker in the event of a tie. The panel will make a recommendation to the City Council for final approval of a Proposer and negotiation of a contract.

4-2 Eligibility for Award / Preliminary Proposal Review

The preliminary review is the initial step in the proposal review process and the purpose is to gauge the responsiveness of the Proposer. The proposals will be preliminarily evaluated according to the following criteria:

- The completeness of the proposal,
- The Proposer has submitted proposal on or before the required due date and time,

- The required forms, certifications, and deliverables have been submitted.

Failure to meet any or all the above criteria will result in a nonresponsive proposal and said proposal will be rejected in its entirety.

To qualify as a Responsible Proposer, in addition to the other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of the DPTS that it has the integrity, skill, and experience to faithfully perform the conditions of the contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.

To be considered skilled and experienced, the Proposer must show, among other requirements of the DPTS, that it has satisfactorily supplied services of the same general type and scope as that which is called for in the RFP.

The Proposer shall maintain at all times, the necessary licenses, permits or certifications required and may be required to furnish evidence of the same.

4-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each Proposer will be ranked in numerical sequence, from the highest to the lowest score. DPTS may then select the proposal that is considered to be the most advantageous to DPTS.

4-4 Scoring and Evaluation Criteria

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining the costs and quality associated with this service. Conversely, the proposal receiving the highest total score shall be deemed the proposal in the opinion of DPTS, and best meets the established criteria listed herein. Proposals will be rated on a scale from one (lowest rating) to ten (highest rating) about each evaluation criterion. The evaluation criteria are listed as follows:

- Technical Proposal / Project Approach for Installation and Testing:
Plan for technical and management coordination with the DPTS; Proposed project schedule; Demonstration of a well-considered installation approach; Potential impact on the DPTS operations; Proposed installation timeline; the DPTS resource requirements to support installation; Testing plans and procedures; Proposer's overall understanding of DPTS' needs and objectives; Suitability of the proposed technological solution to DPTS requirements; Quality and performance of hardware and components; Software features and functionality; Features unique to the Proposer's solution; Reliability and maintainability as evidence by use of a proven design; Ability to integrate with future bus technologies; Suitability of alternative approaches proposed.
- Responsiveness to DPTS Functional Requirements:
Degree of compliance with the Technical Requirements; Impact of noncompliant features on overall system functionality and value; Impact of features that exceed requirements on overall system functionality and value; Training and documentation approach;
- Warranty and Service Agreement:
Items covered and not covered by the Proposer's Warranty and Service Agreement; Preventative maintenance plan; Remedial maintenance response time; Availability of trained technicians and parts; Enhancements and upgrades; Engineering maintenance and support services.

- Proposers Qualification, Reputation and Financial Responsibility:

Qualifications of proposed project staff; References for Proposer's project manager and subcontractors. Technical experience in performing work on services of similar nature; Experience working with public agencies; Financial stability and strength; Competency of subcontractors; assessment by client references; References with demonstrated success in providing similar services; Reputation for providing high-quality products and services.

- Price Proposal

The Price comprises the overall cost of the base contract, including the system warranty, installation, training, maintenance costs and other reoccurring costs/fees. DPTS prefers the cost of the project to be paid in a one-time payment.

The Scope of Work, as amended through the request for approved equals or exception process, and any addenda thereto, will set forth the minimum requirements of the components, warranty, service, support, and other deliverables DPTS requires through this procurement.

The award of this contract shall be made to the Proposer whose proposal, in the opinion of DPTS, best meets the established criteria listed herein.

4-5 Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer, or negotiations.

4-6 Negotiations

DPTS may undertake concurrent negotiations with Proposers determined to be within a competitive range. However, DPTS does reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by DPTS if, in the sole opinion of DPTS, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

Concurrent negotiations with all Proposers whose proposals are within the competitive range may be conducted by DPTS. Negotiations may be entered into with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, DPTS may initiate negotiations with the next ranking Proposer or reject proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. The DPTS may elect to submit a revised cost as part of the negotiation process based on current market values.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to the Decatur City Council as the successful Proposer for award.

4-7 Contract Award

Contract award, if any, will be made by DPTS to the responsible Proposer whose proposal best meets the RFP #DPTS 2018-01 On Board Video Surveillance

requirements of the RFP, and will be the most advantageous to DPTS with respect to operational plan, quality, and other factors as evaluated by DPTS. DPTS shall have no obligations until a Contract is signed between the Proposer and DPTS.

Contract award will occur when DPTS signs the Contract or issues a purchase order. No other act of DPTS shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document, but will not be the authorization for Proposer to proceed.

4-8 Public Disclosure of Proposals

DPTS is subject to the Illinois Freedom of Information Act. Therefore, the contents of this RFP and the Proposer's proposal submitted in response to this RFP shall be considered public documents and are subject to the Illinois FOIA statutes. As such, all proposals submitted to DPTS will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Proposer's proposal, then each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") to indicate your claims to an exemption provided in the Illinois FOIA. It is DPTS's sole right and responsibility; however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA statutes.

All data, documentation and innovations developed because of these contractual services shall become the property of DPTS.

SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS

5-1 Administration

The Contract is between DPTS and the Proposer who will be responsible for providing the goods and/or performing the services described herein. DPTS is not party to defining the division of work between the Proposer and its Subcontractors, if any, and the Specifications and/or Scope of Services has not been written with this intent.

Proposer represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Proposer's performance under the Contract may be monitored and reviewed by a Procurement Manager appointed by DPTS. Reports and data required to be provided by Proposer shall be delivered to the Procurement Manager. Questions by Proposer regarding interpretation of the terms, provisions, and requirements of the Contract shall be addressed to the Procurement Manager for response.

5-2 Notification of Delay

Proposer will notify DPTS's Procurement Manager as soon as Proposer has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Proposer will confirm such notice in writing furnishing as many details as is available.

5-3 Request for Extension

Proposer agrees to supply, as soon as such data are available, any reasonable proofs that are required by DPTS's Procurement Manager to decide of any request for extension. DPTS's Procurement Manager will examine the request and any documents supplied by Proposer and will determine if Proposer is entitled to an extension and the duration of such extension. DPTS's Procurement Manager will notify Proposer of the

decision in writing. It is expressly understood and agreed that Proposer will not be entitled to damages or compensation, and will not be reimbursed for losses because delays resulting from any cause under this provision.

5-4 Contract Changes

Any proposed change in the contract will be submitted to DPTS for its prior written approval and DPTS will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule, and may require approval of the City Council. No oral order or conduct by DPTS will constitute a Change Order unless confirmed in writing by DPTS.

5-5 Instructions by Unauthorized Third Persons

In accordance with subsection 5-4, Contract Changes, of the solicitation, DPTS's Transit Administrator or his authorized representative are the only persons authorized to make changes within the general scope of the Contract.

Any instructions, written or oral, given to Proposer by someone other than DPTS's Transit Administrator or his authorized representative, which are a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of the Proposer taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

5-6 Cost or Price Analysis

DPTS reserves the right to conduct a cost or price analysis for any purchase. DPTS may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single proposal being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on proposal prices. DPTS may require a Pre-Award Audit and potential Proposer shall be prepared to submit data relevant to the proposed work which will allow DPTS to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and DPTS reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, then DPTS reserves the right to reject the single proposal. Contract change orders or modifications will be subject to a cost analysis.

5-7 Lack of Funds

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in the Contract or in any amendment hereto, DPTS may, upon written notice to Proposer, terminate the Contract in whole or in part. Such termination shall be in accordance with DPTS's rights to terminate for convenience or default.

5-8 Force Majeure

The timely receipt of DPTS's requirements is important. If the requirements are not received on time in accordance with the delivery schedule, then DPTS may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Proposer any increased costs, thereby incurred together with all resulting incidental and consequential damages. DPTS may also terminate for cause,

purchase substitute requirements elsewhere and recover costs and damages for breach of Proposer obligations.

The Proposer shall be entitled to a reasonable extension of time from DPTS for the delays caused by damage to Proposer's and/or DPTS's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Proposer and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than ones mentioned above shall constitute a breach of Proposer's contractual obligations.

5-9 Taxes, Licenses, Laws, and Certificate Requirements

Proposer shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Proposer and any subcontractors and shall secure and always maintain all such valid licenses and permits as may be required to provide the services or supplies under the Contract. If for any reason, Proposer's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time the Contract becomes effective, Proposer shall immediately notify DPTS in writing of such condition.

Proposer will give all notices and comply with all federal, state, and local laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in the Contract and any other Contract Documents, including all applicable laws and ordinances of Decatur, Macon County, Illinois. If the Contract Documents are at variance therewith in any respect, then any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by DPTS in the Contract Documents shall be construed as an oversight and shall not relieve the Proposer from his obligations to meet such fully and completely. Upon request, Proposer shall furnish to DPTS certificates of compliance with all such laws, orders and regulations. Proposer shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and DPTS, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

5-10 Defective Work, Materials or Services

When and as often as DPTS determines that the work, materials, or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Proposer. Within seven (7) calendar days of receiving such written notification, Proposer must supply DPTS with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within acceptable limits of the Contract. DPTS may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Proposer at Proposer's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to DPTS by law, including those available under the Uniform Commercial Code.

5-11 Assignment

Proposer shall not assign any interest, obligation, or benefit under or in the Contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of DPTS. If an assignment is

approved, this Contract shall be binding upon and inure to the benefit of the successors of Proposer. This provision shall not prevent Proposer from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Proposer, known and unknown, under this Contract and applicable law.

DPTS may assign its rights and obligations under the Contract to any successor to the rights and functions of DPTS or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent DPTS deems necessary or advisable under the circumstances.

5-12 Indemnification and Hold Harmless

The Proposer agrees to indemnify and hold the DPTS, its directors, officers, agents, and employees from and against all claims, damages, suits or judgments, including attorneys' fees and other costs and expenses incident thereto because of harm (including but not limited to harm arising from libel and/or slander) injury or death to persons or loss, damage or destruction to property, including property of the City of Decatur, the Agreement and third persons, resulting from a breach of contract or the negligence of Proposer or its directors, officers, agents or employees while such person is acting in the scope of this Agreement.

5-13 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest – Proposer by entering into the Contract with DPTS to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under the Contract and that it shall not employ any person or agent having any such interest. If Proposer or its agents, employees or representative's hereafter acquires such a conflict of interest, then they shall immediately disclose such interest to DPTS and act immediately to eliminate the conflict or to withdraw from the Contract, as DPTS may require.
- B. Contingent Fees and Gratuities – Proposer, by entering into the Contract with DPTS to perform or provide work, services, or materials, has thereby covenanted:
 - 1. No person or selling agency except bona fide employees or designated agents or representatives of Proposer has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
 - 2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Proposer or any of its agents, employees, or representatives, to any official, member or employee of DPTS or other governmental agency with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Contract.

5-14 Conflicts of Interest – Current and Former Employees

DPTS seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former DPTS employees in transactions with DPTS. Consistent with this policy, no current or former DPTS employee may contract with, influence, advocate, advise, or consult with a third party about a DPTS transaction, or assist with the preparation of proposals submitted to DPTS while employed by DPTS or within one (1) year after leaving DPTS's employment, if he/she participated in determining the work to be done or

process to be followed while a DPTS employee.

Furthermore, no member, officer, or employee of DPTS during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in the Contract or the proceeds thereof.

5-15 Other Public Agency Orders

Other federal, state, county, and local entities may utilize the terms and conditions established by the Contract. DPTS does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

5-16 Severability

Whenever possible, each provision of the Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

5-17 Use of DPTS's Name in Proposer Advertising or Public Relations

DPTS reserves the right to review and approve all DPTS-related copy prior to publication. Proposer will not allow DPTS-related copy to be published in Proposer's advertisements or public relations programs until submitting DPTS-related copy and receiving prior written approval from DPTS's Transit Administrator. Proposer will agree that published information on DPTS or its program will be factual, and in no way, imply that DPTS endorses Proposer's firm, service, or product.

5-18 Assignment of Services/Subcontracting

The Proposer shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the DPTS. It is hereby understood and agreed that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed agreement. The DPTS reserves the right to accept or reject any such assignment, although DPTS acceptance shall not be unreasonably withheld. Acceptance of subcontractors is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

5-19 Subcontracts

The Proposer shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the DPTS. All such subcontracts and agreements shall be approved by the DPTS.

SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

6-1 Contract

Contract shall define and authorize the work specified in RFP# DPTS 2018-01 by Proposer based on the firm fixed prices agreed to by DPTS. A purchase order will be issued referencing the work specified in **RFP# DPTS 2018-01**, as well as the proposal price. The Contract(s) issued by DPTS may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 5-4, Contract Changes.

6-2 Contract Documents and Precedence

The documents constituting the Contract between DPTS and Proposer are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- 1) Any required federal, state or local regulations that may not be altered by DPTS;
- 2) Contract amendments;
- 3) Results of negotiations;
- 4) Solicitation and all issued addenda and approved equals;
- 5) Any optional federal regulations elected by DPTS as expressly set forth herein;
- 6) Clarifications of and amendments to Proposer's proposal as accepted by DPTS; and
- 7) Proposer's proposal and Attachments, and all clarifications and amendments issued prior to contract award.

6-3 Contract Term

The term of the Contract shall be for one (1) year after the notice to proceed has been issued. A warranty and maintenance agreement contract will be issued for a minimum three (3) year term with two (2) one (1) year options that shall be renewed at the sole discretion of DPTS.

6-4 Payment Procedures

Payment for services rendered and expenses incurred shall be made after presentation of Proposer's invoices issued upon completion of delivery and installation in satisfactory condition as agreed upon by DPTS. Such invoices shall be computed in accordance with the fee schedule agreed to by DPTS and Proposer, and incorporated into the final contract, and are due and payable within net thirty (30) days of receipt of a correct invoice as agreed upon by DPTS. Each invoice shall contain Proposer's list of items delivered. Proposer also agrees to supply, with each invoice, additional information as may be requested by DPTS.

Invoices should clearly identify the DTPS purchase order number. DPTS may, at any time, conduct an audit of any and/or all records kept by the Proposer for this project. Any overpayment uncovered in such an audit may be charged against the Proposer's future invoices. DPTS may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. Invoices should be submitted to:

City of Decatur
Accounts Payable
T. Clark
RFP# DPTS 2018-01
#1 Gary K. Anderson Plaza
Decatur, IL 62523
tclark@decaturil.gov

6-5 Advance Payment Prohibited

No advance payment shall be made for the work furnished by Proposer pursuant to this Contract.

6-6 Price Adjustments

Price adjustments either upward or downward may be negotiated only at the time of renewal unless DPTS requests a contract modification.

6-7 Shipping Charges

All prices shall include freight FOB to the designated delivery point. DPTS shall reject requests for additional compensation for freight charges.

6-8 Delivery Points

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to any authorized DPTS-related facility, and will be determined at the time of order at the sole discretion of DPTS.

6-9 Summary Report

Proposer shall, if requested, submit to DPTS a quarterly report of services provided to DPTS under the Contract. The report, in a format acceptable to DPTS, shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

6-10 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for a work, or acceptance or final acceptance of the work by DPTS shall not constitute a waiver of any rights under this Contract or in law. The termination of the Contract shall in no way relieve Proposer from its warranty/guarantee responsibility.
- B. Warranty: Proposer warrants that the work performed under the Contract shall be free from defects in material and workmanship, and shall conform to all requirements of the Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors: Proposer shall ensure that the warranty requirements of the Contract are enforceable through and against Proposer's suppliers, vendors, distributors, and subcontractors. Proposer is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to DPTS by Proposer and those extended to Proposer by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Proposer's full compliance with its obligations under the Contract. Proposer shall cooperate with DPTS in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

6-11 Express Warranties for Services

Proposer warrants that the services shall in all material respects conform to the requirements of the Contract. Proposer warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Proposer warrants that the services shall follow all applicable laws, rules, and regulations.

6-12 Warranty Remedies

If at any time before Final Acceptance of any work covered by this Contract, Proposer or DPTS discovers one

or more material defects or errors in the work of any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein, Proposer shall, at its own expense and within thirty (30) days of notification of the defect by DPTS, correct the defect, error, or nonconformity.

Notice Required – DPTS shall give written notice of any defect to Proposer. If Proposer has not corrected the defect within thirty (30) days after receiving the written notice, then DPTS, in its sole discretion, may correct the defect itself. In the case of an emergency where DPTS believes delay could cause serious injury, loss, or damage, then DPTS may waive the written notice and correct the defect. In either case, DPTS, shall charge-back the cost for such warranty repair to Proposer.

Proposer is responsible for all costs of repair or replacement to restore the work to the applicable Contract requirements or scope of work, including shipping charges, for work found defective before Final Acceptance, regardless of who corrects the defect.

6-13 Independent Status of Proposer

In the performance of the Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent proposer relationship shall be created by the Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Proposer shall not make any claim or right, privilege or benefit, which would accrue to an employee.

6-14 Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

Decatur Public Transit System
Procurement Manager
555 E Wood St
Decatur, IL 62523-1325

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

6-15 Non-Disclosure of Data

Data provided by DPTS either before or after Contract award shall only be used for its intended purpose. Proposers, vendors, and subcontractors shall not utilize or distribute the DPTS data in any form without the prior express written approval of DPTS.

6-16 Patents and Royalties

Proposer is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing the Contract. Before final payment is made on the Contract, Proposer shall, if requested by DPTS, furnish acceptable proof of a proper release from all such fees or claims.

6-17 Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between DPTS and the Proposer.

SECTION 7 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

7-1 No Obligation by the Federal Government

1. The DPTS and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the DPTS, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7-2 Program Fraud and False or Fraudulent Statements or Related Acts

1. The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.
2. The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.
3. The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7-3 Access to Records and Reports

- 7-3.1 **Record Retention.** The Proposer will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 7-3.2 **Retention Period.** The Proposer agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Proposer shall maintain all books, records, accounts and reports required under the Contract for a period of at not less than three (3) years after the date of

termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- 7-3.3 **Access to Records.** The Proposer agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- 7-3.4 **Access to the Sites of Performance.** The Proposer agrees to permit FTA and its contractors access to the sites of performance under the contract as reasonably may be required.

7-4 Changes to Federal Requirements

Proposer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between DPTS and FTA, as they may be amended or promulgated from time to time during the term of the contract. Proposer's failure to so comply shall constitute a material breach of the contract.

7-5 Termination

- 7-5.1 **Termination for Convenience (General Provision)** The DPTS may terminate the contract, in whole or in part, at any time by written notice to the Proposer when it is in the best interest of DPTS. The Proposer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Proposer shall promptly submit its termination claim to DPTS to be paid the Proposer. If the Proposer has any property in its possession belonging to the DPTS, the Proposer will account for the same, and dispose of it in the manner the DPTS directs.

- 7-5.2 **Termination for Default [Breach or Cause]** If the Proposer does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Proposer fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the DPTS may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Proposer is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the DPTS that the Proposer had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Proposer, the DPTS, after setting up a new delivery of performance schedule, may allow the Proposer to continue work, or treat the termination as a termination for convenience.

- 7-5.3 **Opportunity to Cure** The DPTS in its sole discretion may, in the case of a termination for breach or default, allow the Proposer 10 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Proposer fails to remedy to DPTS's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) days after receipt by Proposer of written notice from DPTS setting forth the nature of said breach or default, DPTS shall have the right to terminate the Contract without any further obligation to Proposer. Any such termination for default shall not in any way operate to preclude DPTS from also pursuing all available remedies against Proposer.

- 7-5.4 **Waiver of Remedies for any Breach** In the event that DPTS elects to waive its remedies for any breach by Proposer of any covenant, term or condition of this Contract, such waiver by DPTS shall

not limit DPTS's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

7-5.5 Termination for Convenience or Default (Cost-Type Contracts) The DPTS may terminate the contract, or any portion of it, by serving a notice of termination on the Proposer. The notice shall state whether the termination is for convenience of the DPTS or for the default of the Proposer. If the termination is for default, the notice shall state the way the proposer has failed to perform the requirements of the contract. The Proposer shall account for any property in its possession paid for from funds received from the DPTS, or property supplied to the Proposer by the DPTS. If the termination is for default, the DPTS may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Proposer shall promptly submit its termination claim to the DPTS and the parties shall negotiate the termination settlement to be paid the Proposer.

If the termination is for the convenience of the DPTS, the Proposer shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

7-6 Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

- c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.
3. The Proposer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7-7 Disadvantaged Business Enterprise (DBE) Participation

The Proposer must comply with the DBE program requirements of 49 C.F.R. part 26. The Proposer shall not discriminate based on race, color, national origin, or sex in the performance of the contract. The Proposer shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Proposer from future bidding as non-responsible. 49 C.F.R. part 26.13(b).

7-8 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Proposer shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

7-9 Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the proposer is required to verify that none of the proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

7-10 Energy Conservation

The Proposer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7-11 Recycled Products

Recovered Materials - The Proposer agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

7-12 Access Requirements for Persons with Disabilities

The Proposer agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Proposer also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities.

7-13 Prompt Payment

The Proposer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Proposer receives from the DPTS, meeting the requirements of 49 C.F.R. Part 26.29(a).

The Proposer must promptly notify the DPTS whenever a Disadvantaged Business Enterprise subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another Disadvantaged Business Enterprise subcontractor to perform at least the same amount of work. The Proposer may not terminate any Disadvantaged Business Enterprise subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the DPTS.

The DPTS may conduct prompt payment audits that require the Proposer to submit appropriate documentation to verify compliance with this provision.

7-14 Lobbying

Proposers who apply or proposal for an award of \$100,000 or more shall file the certification required by the U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20 to the extent consistent with 31 U.S.C. §1352, as amended, and other applicable federal laws, regulations, and guidance prohibiting the use of Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, as amended. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

7-15 Cargo Preference

The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; and to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the RFP #DPTS 2018-01 On Board Video Surveillance

47

contractor in the case of a subcontractor's bill-of-lading); and to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7-16 Fly America

The Proposer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Proposer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SECTION 8 ATTACHMENTS
ATTACHMENT A – Vendor Checklist

Please, complete this form and return with the technical proposal.

	<u>Vendor Check-Off</u>	<u>DPTS Check-Off</u>
Cover Letter	_____	_____
Request for Proposal Cover Page	_____	_____
Notice of Exceptions (if applicable)	_____	_____
Qualifications and Capabilities of the Company	_____	_____
Technical Proposal in separate envelope	_____	_____
Price Proposal in separate envelope	_____	_____
Schedule of Work	_____	_____
Attachment A: Vendor Checklist	_____	_____
Attachment B: Proposal Affidavit	_____	_____
Attachment C: Addendum Page	_____	_____
Attachment D: Request for Clarification/ Approved Equals (if applicable) (to be submitted at least 15 days prior to proposal due date)	_____	_____
Attachment E: Special Requirements and Conditions Assurance Certification	_____	_____
Attachment F: Certification Regarding Debarment and Suspension	_____	_____
Attachment G: Affidavit of Non-Collusion	_____	_____
Attachment H: Reference List	_____	_____
Attachment J: Lobbying Certificate, if applicable (applies only to bids over \$100,000)	_____	_____

ATTACHMENT B – Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope of Work, the Specifications, Warranty, and Terms and Conditions with all supporting certificates and affidavits, for the provision of services specified at the prices stated in the fee proposal. The undersigned hereby certifies that the work equipment offered in this Proposal meets or exceeds the requirements of the Technical Specifications and are determined suitable for the intended purposes specified. Pricing is valid for a minimum period of ninety (90) calendar days after Proposal Opening.

Offer (to be completed by Proposer)

Signature _____ Official's Title _____

Company Name	State of Incorporation	FEIN (Number used on Employer's Quarterly Federal Tax Return)

Address	City	State	Zip Code
---------	------	-------	----------

Telephone	Fax Number	Email Address
-----------	------------	---------------

Notice of Award(to be completed by Agency)

By executing this document, DPTS accepts the Proposal Offer noted herein, as approved by the Decatur City Council on _____.

Signature	Official's Title
-----------	------------------

Official's Name	Date of Award
-----------------	---------------

ATTACHMENT C – Receipt of Addendum

The undersigned acknowledges receipt of the following addenda to this RFP. (Include the number and date for each entry.)

Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, and may require rejection of the proposal.

Note: A signed acknowledgment of this addendum must be received at the location of the RFP either prior to the proposal due date and hour OR attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

_____ Name of Firm	
_____ Signature/Title	_____ Date

ATTACHMENT D – Request for Deviations / Approved Equals
(To be submitted at least 15 days before proposal due date)

Date: _____

Proposing Company: _____

Section of the RFP: _____ Page Number: _____

Proposer's Request: _____

DPTS Response: _____

Approved _____

Denied _____

Comments: _____

Signature: _____ Date: _____

ATTACHMENT E – Special Requirements and Conditions Assurance Certification

By endorsing this certification, the undersigned duly authorized signer of the Proposer hereby declares that he/she is duly authorized by the firm to make the certifications and assurances on behalf of the Proposer and bind the Proposer to comply with them. Thus, when it's authorized signer signs this document, the Proposer agrees to comply with all State and Federal statutes, regulations, executive orders, and administrative guidance, including without limitation those listed directly or by reference in the Federal Transit Administration (FTA) Master Agreement between the City of Decatur and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. This includes assurances of compliance with the Proposal Instructions, General Contract Requirements, Technical Specifications, and Special Requirements and Conditions, as delineated within the Proposal for the procurement of Services, Equipment, Materials, Supplies, and Work required for the Project.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Proposer are true and correct, to the best of my knowledge.

Authorized Official: _____

Authorized Official's Title: _____

Signature: _____

Company: _____

Date: _____

ATTACHMENT F - Certification Regarding Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the DPTS. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the DPTS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Official: _____

Signature: _____

Date: _____

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this proposal.

The Proposer, _____, certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

Authorized Official: _____

Signature: _____

Date: _____

ATTACHMENT G – Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition relative to the price to be proposed, and the proposal is made without reference to any other proposal.
3. That the contents of this proposal have not been communicated by the Proposer or its employees or agents to any person nor an employee or agent of the Proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

Dated this _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____ by
_____. (name of person).

(Notary Public Signature)

My Commission Expires: _____
RFP #DPTS 2018-01 On Board Video Surveillance

ATTACHMENT H- Reference List

This form shall be completed and returned with your Proposal submittal. The proposal should include the Proposer's contract, for transit and other fleet operations, which have occurred within the past three years. Be sure to include the agencies' names and addresses as well as the name, phone, and email address of the agencies' contacts. DPTS may contact these agencies for reference. DPTS reserves the right to check references or to make the award without references, solely at its discretion.

Provide the names of Transit or Public Properties, Name and Title of Contact Person, including telephone number and address.

Property/Agency

Contact Name and Title

Address Telephone #

Property/Agency

Contact Name and Title

Address Telephone #

Property/Agency

Contact Name and Title

Address Telephone #

ATTACHMENT I – Proposal Pricing Example Form

The undersigned hereby declares that he/she has carefully read and examined the Public Notice, the Request for Proposal, terms, and requirements, with all supporting certificates and affidavits, for the goods and services noted herein, and that he/she will enter into contract negotiations for said provision of goods and services, as specified, using the costs identified herein, as the basis for those contract negotiations. **Applicable detailed cost information shall be attached and meet the requirements as described in the Proposal. The Proposer may recreate this form, but must maintain the same content, and provide unit costs.**

Item Description	Quantity Installed	Unit Cost	Total Installed Cost (Quantity x Unit Cost)
Type of Cameras:			
Forward facing camera (add description: angle degree, expected useful life, etc.)			
Interior cameras (add description: angle degree, expected useful life, etc.)			
Exterior cameras (add description: angle degree, expected useful life, etc.)			
Other cameras - specify			
Equipment:			
Recorder/Processor - List features included, storage type and capacity, etc.			
Cabling and power supply			
Router - Add description			
Antenna & GPS			
Software & Server			
Installation			
Other Equipment - specify			
Required Proposed Services:			
Training			
Warranty- Initial			

Item Description	Quantity/ Hours / Years	Unit Costs	Extended Amount
Additional Preventative Maintenance			
Other Options:			
Extended Warranty	1 st Year 2 nd Year		
Extended Preventative Maintenance	1 st Year 2 nd Year		
On-Call Assistance			
Other Required Monthly or Annual Fees/Licenses/Costs - specify			
Additional equipment purchased within 3 years of Final Acceptance - Add description and costs for additional buses and paratransit vans			
Other suggested - specify			

Signature

Company Name

Official's Title

Address

Date

Telephone Number

ATTACHMENT J- Lobbying Certificate

The undersigned Proposer, _____ certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Date

Name and Title of Proposer's Authorized Official

Economic & Community Development

DATE: 5/6/2019

MEMO: No. 19-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing the Execution of a grant agreement with the Federal Transit Administration and Operating Administration of the United States Department of Transportation for Federal Transportation Assistance Authorized by 49 U.S.C. Chapter 53, Title 23, United States Code or Other Federal Statutes Administered by the Federal Transit Administration

SUMMARY RECOMMENDATION:

It is recommended by staff that this item be approved.

BACKGROUND:

Application is made each year to the Federal Transit Administration on behalf of the City of Decatur, Il for 5307 Urban Formula apportionments. These funds are apportioned to the City of Decatur and are utilized for operational assistance. The City of Decatur made application for two Federal fiscal years of apportionment FY17 and FY18. Fiscal year 17 apportionment is in the amount of \$1,650,000 and Fiscal year 18 in the amount of \$1,700,000. These funds will be utilized to provide operational assistance to the City of Decatur Public Transit System from July 1, 2017 through June 30, of 2019. This project is included in the DUATS TIP (Transportation Improvement Plan) for FY2018-2021 as project# 2020-OP.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description

Resolution

Type

Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT
WITH THE FEDERAL TRANSIT ADMINISTRATION AND OPERATING
ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF
TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE
AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE OR
OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT
ADMINISTRATION**

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement, herewith attached as Exhibit A, for Federal financial assistance will impose certain obligations upon the City of Decatur, and may require the City of Decatur to provide the local share of the project cost;

WHEREAS, the City of Decatur has provided all the annual certifications and assurances to the Federal Transit Administration required for the project;

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

1. That the Mass Transit Administrator and/or Procurement and Grants Manager is authorized to execute a grant agreement for Federal operating assistance in the amount of \$1,650,000 for FY 17 apportionment and \$1,700,00 for FY18 apportionment on behalf of the City of Decatur with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Mass Transit Administrator and/or Procurement and Grants Manager is authorized to execute and file with the application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Mass Transit Administrator and/or Procurement and Grants Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 6th day of May 2019

JULIE MOORE WOLF, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-25, October 1, 2018)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(25), October 1, 2018, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: DECATUR, CITY OF

Recipient ID: 1274

DUNS No: 075613000

Award Information

Federal Award Identification Number: IL-2019-006-00

Award Name: 2017 -2019 City of Decatur Operating Grant Assistance

Award Start Date: 4/25/2019

Award End Date: 3/29/2022

Award Executive Summary: City of Decatur will use \$1,650,000 Federal FY2017 Section 5307 Urban Formula apportionment funds for operating assistance for inclusive dates of July 1, 2017- June 30, 2018. Local Match funds come from State DOAP in the amount of \$4,729,309. This project is included in the DUATS TIP for FY2018-2021, as project #2019-OP.

Additionally, City of Decatur will utilize \$1,700,000 Federal FY2018 Section 5307 apportionment funds for operating assistance for the inclusive dates of July 1, 2018- June 30, 2019. Local Match funds come from State DOAP in the amount of \$4,910,966. This project is included in the DUATS TIP for FY2018-2021, as project #2020-OP.

The total amount requested for 5307 funds in this grant for Operating Assistance is \$3,350,000.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$12,990,275.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,350,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$9,640,275.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,350,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$9,640,275.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,350,000
Local			\$9,640,275
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$12,990,275

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 4/18/2019

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Kelley Brookins

Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: kelley.brookins@dot.gov
Award Date: 4/25/2019

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Michelle Alexander
Grants and procurement manager
DECATUR, CITY OF
4/25/2019

Public Works

DATE: 4/25/2019

MEMO: 2019-30

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to the Pavement Striping of Roadways in Macon County, IL, Between the City of Decatur and the County of Macon, Illinois, City Project 2019-03

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution accepting the intergovernmental agreement for the sharing of certain costs related to the pavement striping of roadways between the City of Decatur and Macon County.

BACKGROUND:

City staff has the capability to stripe City streets; but contractors are better equipped to stripe certain busy streets that need frequent refreshing. Starting in 2018, the City has partnered with the County to stripe various City streets under a joint City/County project. Typically, the County hires a contractor to stripe many of their streets. The City's quantities are relatively low, so by partnering with the County, prices for striping would be much lower than if the City hired a contractor by itself.

The following are the City maintained streets which will be striped as part of the joint project. (See attached maps):

- Brush College Road from the Brush College Underpass to Faries Parkway.
- Faries Parkway from 27th Street to the railroad crossing east of Brush College Road.
- Ash Avenue from Water Street to Martin Luther King Jr. Drive.
- Prospect Avenue from Ash Avenue to Shutter Drive.

- Intersection of Lost Bridge Road and Country Club Road.
- Boyd Road from IL Route 48 to east of the Pilot Station.

LEGAL REVIEW: The proposed agreement was reviewed by the Legal Department on April 25, 2019. The agreement was approved by the Macon County Board on April 11, 2019.

SCHEDULE: Macon County Highway Department is handling the letting of the joint project. Striping will take place at some time between now and November.

PRIOR COUNCIL ACTION:

March 18, 2019 – Council approved Resolution R2019-36 appropriating \$15,000 in State Motor Fuel Tax funds for pavement striping on various streets in cooperation with the Macon County Highway Department.

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

INPUT FROM OTHER SOURCES: Macon County Highway Department.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact:

\$15,000 of State Motor Fuel Tax Funds have been allocated for the City/County joint project.

Staff Impact:

Staff time has been allocated for this project.

COPY: Macon County Highway Department

ATTACHMENTS:

Description	Type
Resolution Authorizing IGA for Sharing of Certain Costs for Pavement Striping	Resolution Letter
Attachment 1 Location Map	Backup Material
Attachment 2 Location Map	Backup Material
Attachment 3 Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO THE PAVEMENT STRIPING OF
ROADWAYS IN MACON COUNTY, IL, BETWEEN THE CITY OF DECATUR AND
THE COUNTY OF MACON, ILLINOIS
CITY PROJECT 2019-03**

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

Section 1. That the Intergovernmental Agreement for the sharing of certain costs related to the pavement striping of roadways in Macon County, IL, between the City of Decatur and the County of Macon, Illinois, presented to the Council herewith as Exhibit A and made a part hereof be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 6th day of May, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**Intergovernmental Agreement for the Sharing of
Certain Costs Related to the Pavement Striping of
Roadways in Macon County, IL, Between the City of
Decatur and the County of Macon, Illinois.**

RESOLUTION NO. H-2164-4-19

WHEREAS, the County of Macon is desirous of pavement striping improvements to various County Highways in Macon County; and

WHEREAS, the City of Decatur is desirous of pavement striping improvements to various roadways in the City of Decatur; and

WHEREAS, Macon County is proposing to perform a roadway striping contract for various roadways in Macon County; and

WHEREAS, the County of Macon is a body politic and corporate in the State of Illinois; and

WHEREAS, the City of Decatur is a body politic and corporate in the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 ILCS 220/3 provide authority for intergovernmental co-operation;

WHEREAS, the Decatur City Council believes the pavement striping improvements will be of benefit to the health, safety and welfare of the residents of Macon County; Illinois, and

WHEREAS, the Chairman and Macon County Board believe the pavement striping improvements will be of benefit to the health, safety and welfare of the residents of Macon County; Illinois.

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City of Decatur and the County of Macon agree as follows, subject to actual construction costs:

1. The County of Macon agrees to assemble and let the pavement striping contract in accordance with all applicable laws, ordinances and regulations and agrees to indemnify and hold harmless the City for any costs, awards or damages for its failure to properly do so.
2. The City of Decatur agrees to supervise the striping work performed on their roadways.
3. The County of Macon agrees to supervise the striping work performed on their roadways.
4. The County of Macon agrees to be billed directly from the contractor for work performed and the City of Decatur agrees to reimburse the County for the City's share of the work.

FILED

APR 12 2019

**JOSH TANNER
COUNTY CLERK MACON COUNTY**

**Intergovernmental Agreement for the Sharing of
Certain Costs Related to the Pavement Striping of
Roadways in Macon County, IL, Between the City of
Decatur and the County of Macon, Illinois.**

5. This agreement shall be in full force and effect upon its approval by the City of Decatur and the Macon County Board, and shall inure to the benefit of the City of Decatur, its successors and assigns, and the Macon County Board, until the roadway improvements are completed and all related costs therefore are paid or the project is cancelled.

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon the adoption thereof.

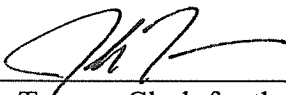
PRESENTED, PASSED, AND APPROVED this 11th day of April, 2019.

AYES 17 NAYS 0

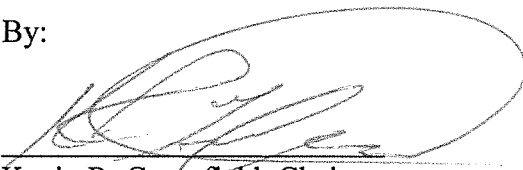
MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:



Joshua Tanner, Clerk for the
County of Macon, State of Illinois



Kevin R. Greenfield, Chairman
Macon County Board

ATTEST:

By:

Kim Althoff, City Clerk
City of Decatur, State of Illinois

Julie Moore Wolfe, Mayor
Decatur City Council

Attachment #1



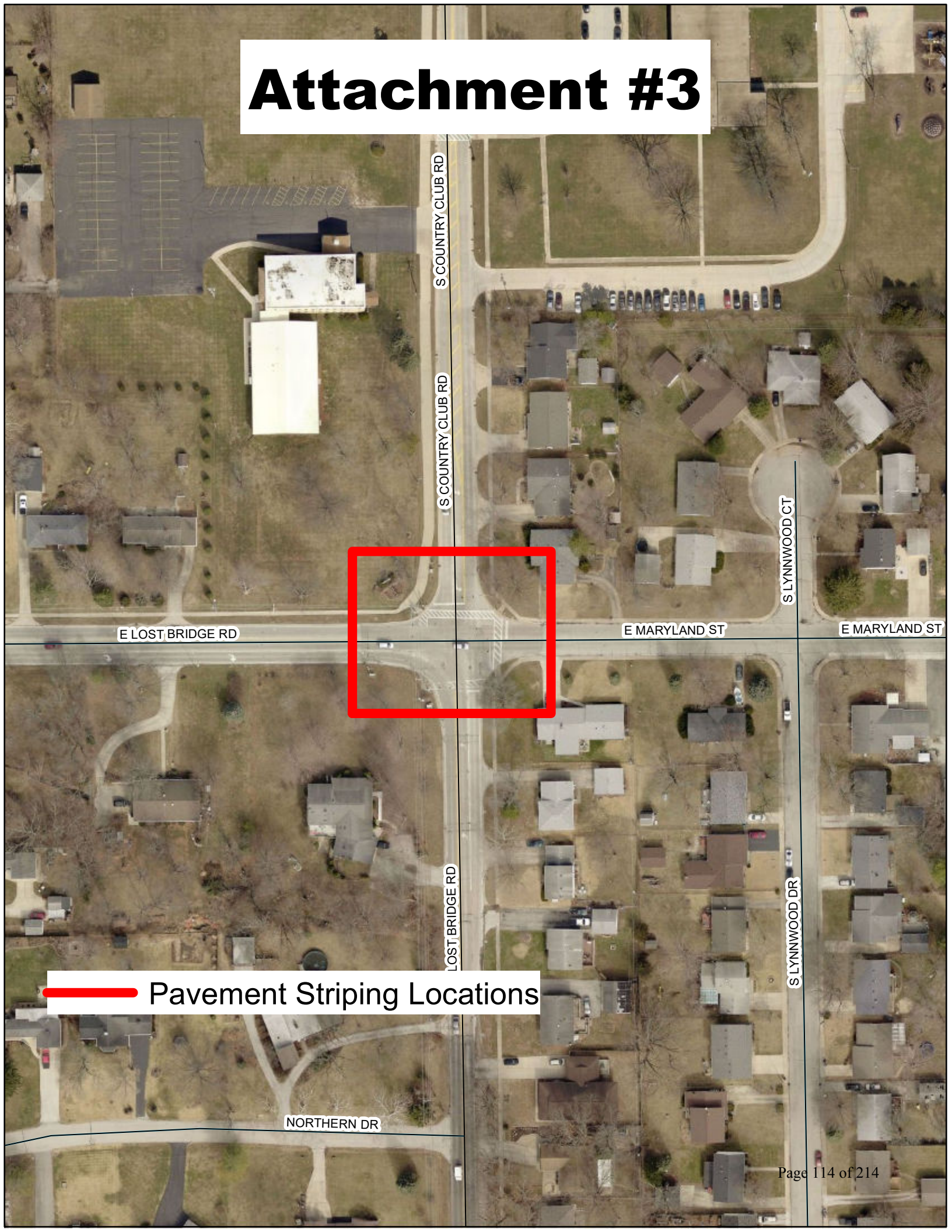
 Pavement Striping Locations

Attachment #2



— Pavement Striping Locations

Attachment #3



— Pavement Striping Locations

Attachment #4



 Pavement Striping Locations

Public Works

DATE: 4/26/2019

MEMO: 2019-29

TO:

Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

Matthew C. Newell, P.E., Public Works Director

SUBJECT:

Motion to Approve the Proposed 2019 Local Motor Fuel Tax Street Project Street List and Other Expenditures, City Project 2019-25

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2019-29 and related attachments.

ATTACHMENTS:

Description	Type
Council Memo 2019-29 Motion to Approve Propsed 2019 LMFT Street Project Street List & Other Expenditures, CP2019-25	Cover Memo
Figure 3, Proposed LMFT Street Project Locations	Backup Material
Attachment 1, 1-3 Pothole Patching Machines	Backup Material

PUBLIC WORKS MEMORANDUM
No. 2019-29

DATE: April 26, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Motion to Approve the Proposed 2019 Local Motor Fuel Tax Street Project
Street List and Other Expenditures
City Project 2019-25

SUMMARY RECOMMENDATION:

Since the details of the 2019 Street Improvement Program were not included in the 2019 municipal budget approved by the City Council, it is recommended that these details be approved, by motion, on May 6. In the future, the Public Works Department will prepare a detailed 5-Year street plan as a part of the annual budget process so governing body members will be able to review which street improvements are planned, and for which year, during budget deliberations.

The proposed 2019 street program includes recommended street sections, and “alternate” street sections. Alternate street sections are ones that do not score quite as high, but some of these could be improved if bids come in below the engineer’s estimate. Alternate street sections are also the most likely ones, based on pavement conditions, that could be switched-out for recommended street sections if, in the opinion of the City Council, one or more alternate street sections warranted improvement ahead of the recommended sections.

Finally, the 2019 street program includes the purchase of equipment that will enable the Public Works Department to make maintenance repairs that bond with existing street surfaces more effectively and last considerably longer than existing street patching methods.

It is recommended by staff that the City Council approve by motion the following items:

1. The proposed street list for the 2019 Local Motor Fuel Tax Street Improvement Project.
2. The authorization for staff to specify and bid the purchase of a spray injection patch machine to assist in providing long term pothole repairs.

PRIOR COUNCIL ACTIONS:

The 2019 Capital Improvements Plan includes an allocation of funds for this project.

BACKGROUND:

Street Determination Process

The City Public Works staff inspects half of the City's streets each year. These inspections assign a rating number to each block of every City maintained street, called a Pavement Condition Index (PCI). The PCI rating is a number between 0 and 100 that is based on the various pavement distress features present on each street. This information is maintained in a database using software specifically designed to inspect and manage street condition.

General Rating	Pavement Condition Index (PCI)
Excellent	90-100
Good	80-90
Fair	70-80
Poor	60-70
Very Poor	50-60
Fail	0-50

Table 1. Pavement Condition Index

The yearly capital improvement list generally focuses on City streets with a PCI rating of less than 75. Roughly 41% of the City's streets fall below this rating. The City's overall street condition is graphed in Figure 1. The graph shows that over the past 6 years the overall condition of the City's streets has declined from an average PCI score of 82 to a current average score of 78.

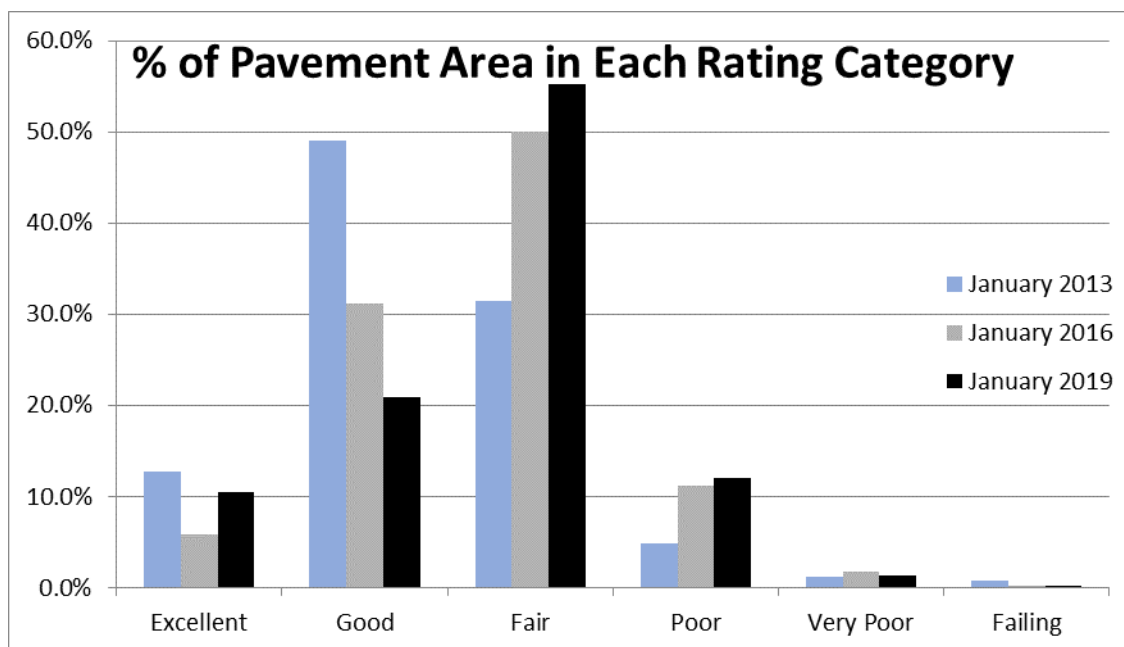


Figure 1. Pavement Condition from 2013 to 2019

The City Council has directed that Local Motor Fuel Tax funds be used on residential streets using a "worst first" improvement approach. Public Works staff uses the street database program to help identify those streets that are worst in the City. Since there are more "worst first" streets identified

than can be done with the available funding, staff uses the following information to refine the list and determine the recommended streets each year.

1. Residential vs. non-residential. Staff generally uses State Motor Fuel Tax funds on streets that are mostly non-residential and uses City Motor Fuel Tax funds on streets that are mostly residential or have a significant residential nature to them.
2. Traffic volume on the street. Lower traffic volumes generally mean a slower deterioration of the street, meaning that the street with a lower traffic volume can often be deferred if needed.
3. Future work. We will recommend holding off on a street if future water main, sewer, storm drainage or other construction work is planned that will potentially damage the new street surface.
4. Complicating issues are identified. Occasionally during the initial design review, complicating issues are identified that will take more design work which could cause a project delay. If we identify additional work that is needed such as a significant intersection design, accessibility work, storm drainage, etc., we will defer the street to allow time for that work to be designed and completed either separately or as part of the project.
5. Too costly. Some streets are deferred because they are too costly to repair within available funding. Many brick streets and some concrete streets fall into this category. If it is the desire of residents that a brick street remain brick, the costs for repair or improvement will often exceed available funding.
6. Asphalt streets generally take precedence. In general, concrete and brick streets deteriorate much slower than asphalt. An asphalt street's condition can change drastically from one year to the next. We don't normally see these wide swings in the condition of concrete or brick streets.
7. Ongoing maintenance requirements. We consult with the City's maintenance crews on which streets are proving too taxing on their manpower and materials or they do not have the necessary equipment to adequately maintain a street.
8. Proximity. Occasionally we will propose to add some blocks that are not "worst first" into a project that is working on adjacent blocks in order to keep the street at the same condition and not require a second project 2 or 3 years later to pick up the extra blocks that were skipped. Since each block is rated separately, they all tend to have different ratings. We will try to group blocks together rather than end up with a quilt pattern of improved and unimproved streets.

Three years ago, when the City Council approved a Local Motor Fuel Tax to help fund additional street repairs, the Council also approved a \$7.5 million loan to give an initial "kick start" to the City's street improvement program. At the time Council implemented the Local MFT, the Pavement Condition Index was in a steep decline from a high of 87 in 2007, to nearly 79 in 2015. As detailed on Figure 2, the past 3-year, \$7.5 million boost appears to have stopped the free fall, temporarily stabilizing the City's PCI at nearly 78.

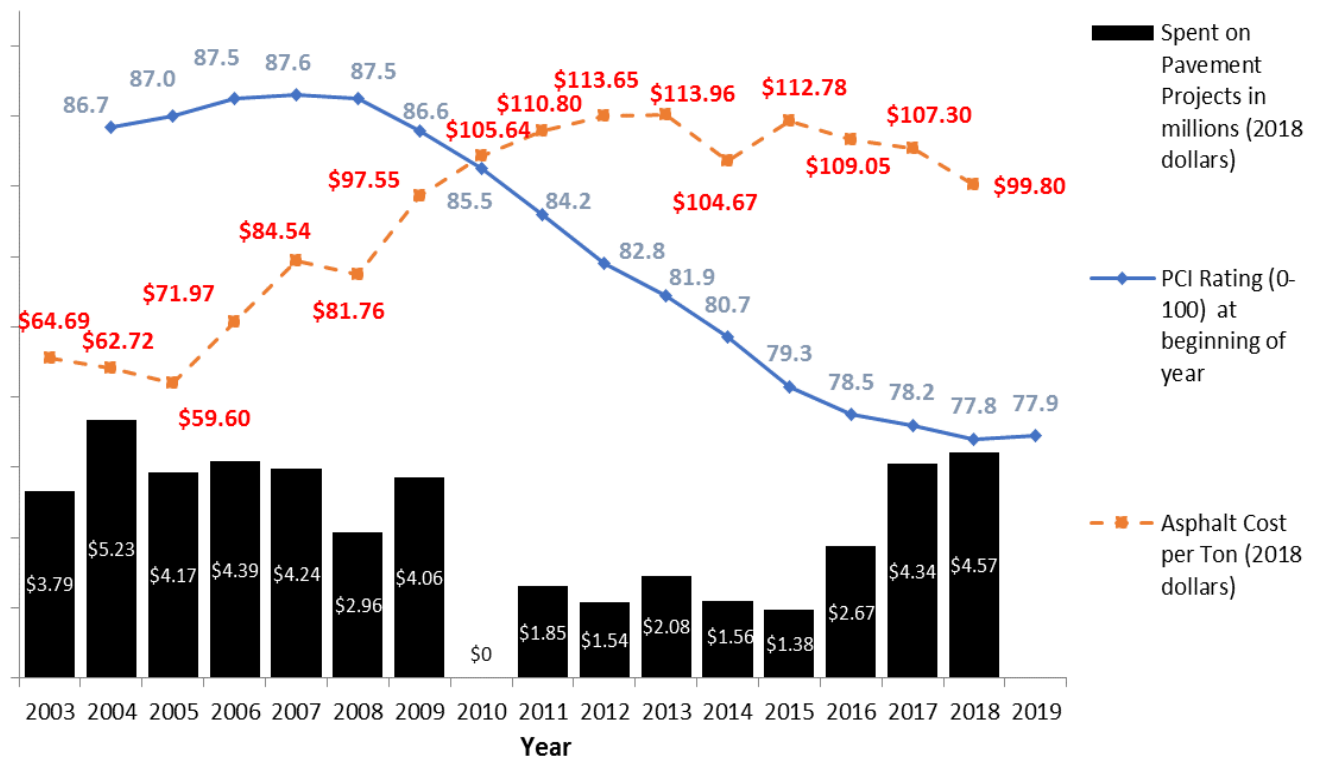


Figure 2. Pavement Condition vs. Funding

The loaned funds have now been expended and the Local Motor Fuel Tax funding will be significantly reduced over the coming years as the loan is paid off. Table 2 outlines the 5-year funding estimation allocated in the 2019 Capital Improvement Plan approved by the City Council.

Fiscal Year	Anticipated Funding
2019	\$1,500,000
2020	\$1,000,000
2021	\$600,000
2022	\$600,000
2023	\$600,000

Table 2. Local MFT 5-Year Funding Plan

2019 Local Motor Fuel Tax Street List (See Figure 3 attached)

The proposed 2019 Local MFT project is identified on Table 3. The main street on the project is proposed to be Wood Street between Jasper Street and 22nd Street. Wood Street has nearly 80 partial lead water services which will need to be replaced as part of the project. With the water main in the center of the street, the water service work will require the closure of portions of Wood Street to be closed to all traffic as water services are replaced.

Pavement Type	Description	Length (ft)	Maintenance Type	Est. Total Cost
2019 LMFT SELECTED LOCATIONS				
Asphalt	E CENTRAL AV, END OF STREET to N WARREN ST	500	Mill & Overlay	\$220,000.00
Asphalt	N WARREN ST, E CENTRAL AV to E KING ST	355	Mill & Overlay	\$44,000.00
Asphalt	E DIVISION ST, N 34TH ST to N 35TH ST	430	Reconstruction	\$63,000.00
Asphalt	E WOOD ST, S JASPER ST to S 22ND ST	3888	Mill & Overlay	\$700,000.00
			Utilities	\$367,000.00
Miscellaneous				
Asphalt	N MLK JR DR, WABASH CROSSING		Turn Lane and Patching	\$80,000.00
Asphalt	E WOOD ST, N MLK JR DR to N MAFFIT ST		Patches	\$100,000.00
Asphalt	BAYVIEW, COUNTRY MANOR, LAKERIDGE, and BAKER WOODS NEIGHBORHOODS		Patches	\$200,000.00
			Contingency	\$50,000.00
Estimated Total Street Cost (budget = \$1.4 million LMFT Fund)				\$1,457,000.00
Est. Total Utility Cost (Storm Fund, Sewer Fund, Water Main Repl. Fund)				\$367,000.00
Estimated Total 2019-25 Project Cost				\$1,824,000.00
Alternate Streets				
Asphalt	N OAKLAND AVE, ELDORADO ST to LEAFLAND AVE	2684	Mill & Overlay	\$410,000.00
Asphalt	W LEAFLAND AVE, N OAKLAND AVE to N VAN DYKE ST	1286	Mill & Overlay	\$25,000.00
Asphalt	E WELLINGTON WAY, N PORTAGE PL to N WOOFORD ST	981	Mill & Overlay	\$42,000.00
Asphalt	E DECATUR ST, MLK JR DR to MAFFIT ST	1303.4	Mill & Overlay	\$87,000.00
Asphalt	E DIVISION ST, N 24TH ST to N 27TH ST	1326	Mill & Overlay	\$45,000.00
Asphalt	N 33RD ST, E DIVISION ST to E FARIES PKWY	1300	Mill & Overlay	\$50,000.00

Asphalt	N 33RD ST, S LAKE SHORE DR to E WILLIAM STREET RD	2160	Mill & Overlay	\$105,000.00
Asphalt	N 34TH ST, E PRAIRIE ST to E WILLIAM STREET RD	1365	Mill & Overlay	\$68,000.00
Asphalt	N 35TH ST, E PRAIRIE ST to E WILLIAM STREET RD	1164.4	Mill & Overlay	\$69,000.00
Asphalt	E ELDORADO ST, N 33RD ST to N LAKE SHORE DR	973	Mill & Overlay	\$40,000.00
Asphalt	E PRAIRIE ST, END OF STREET to N 35TH ST	986	Mill & Overlay	\$25,000.00
Estimated Total Alternate LMFT Projects Cost				\$966,000.00

Table 3. 2019 Proposed Street List with Alternates

Some of the alternate streets will be included in the bid package to add to the project if favorable bids are received, otherwise they will be included in future annual projects.

Pothole Patching

The cost of pothole patching varies from year to year depending on the weather. Potholes are formed by water getting into the pavement and freezing. When warm weather arrives after a hard freeze, potholes begin to bloom throughout the City. Table 4 shows the City's cost for pothole patching for the last three years:

	Year			
Task	2016	2017	2018	2019
Equipment	\$21,002	\$17,249	\$26,896	\$14,498
Labor	\$214,220	\$181,472	\$316,390	\$169,038
Material	\$36,477	\$23,234	\$53,591	\$22,925
Total	\$271,699	\$221,955	\$396,877	\$206,461

Table 4. Pothole Patching Costs

Pothole patching occurs under all weather conditions. Most of the work is “throw and go”, meaning the crew throws a shovel full of asphalt into the hole and moves on. This is not the best way to patch potholes but is often the only way to patch a large number of potholes in a short amount of time. Because of the time constraints when the “pothole bloom” is upon us, we will never fully get away from the throw and go method of patching.

As funding for street improvements decreases, the City's ability to provide a better pothole patching method is becoming increasingly critical to our ability to maintain a safe and reliable street system. Over the past year, the Public Works Department has researched patching systems to determine a way to provide a higher quality, long lasting patch at less cost and at a high rate of productivity.

The spray injection patching process has been identified as a leading method to provide a long-lasting patch with a rapid application rate. The spray patching process involves removing water and debris from the patch area, spraying on a tack coat of hot asphalt, blowing hot asphalt coated aggregate into the patch area. This method is successfully used by the Illinois Department of

Transportation and has been shown to provide a high-quality patch that will last significantly longer and can be installed at a very good rate of application. Testing performed by other transportation departments have borne this out.

A spray injection patching system has the potential to save the City \$20,100 annually in productivity and materials costs over traditional patching. Costs are further reduced by reducing the number of times a street needs to be patched. For instance, the City patches many of the major streets multiple times over the course of a season: Jasper-23 times, Martin Luther King-28 times, MacArthur-10 times. When a more permanent patch is placed, these repeat trips will effectively end, or be significantly reduced. If the system works for the City as anticipated, it may be beneficial to add additional spray patch units to the fleet in coming years.

The estimated cost for a spray patching system will be around \$100,000 for a trailer mounted applicator and an emulsion tank. Typical spray patching machines from different vendors are attached for Council's information. It is staff's recommendation, that in a time of increased budget pressure for pavement maintenance, the City would be better served by acquiring an improved repair system to maintain its pavements than to overlay one additional street this year. The City's ability to perform long lasting patches will ultimately improve the overall condition of the City's street system by slowing deterioration and enabling the Department to catch and strengthen pothole prone areas before they fall apart.

SCHEDULE:

The Local MFT Street Improvement Project is planned to be advertised within the next two weeks. Work is planned to begin in July with an early fall completion.

If the spray patching machine is approved, staff will prepare bid specifications with the intention of bringing a machine to Council for purchase approval within the next 3-4 months.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Local Motor Fuel Tax Fund.

Staff Impact: Staff has allocated time to manage this project.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: None

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

LEGAL REVIEW: Not applicable.

Attach: 2

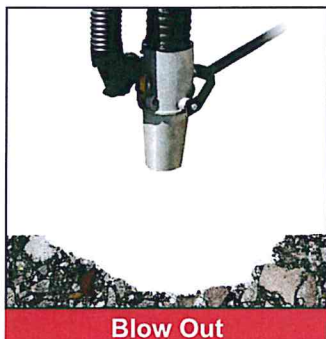


2019 Motor Fuel Tax (MFT)
Proposed Street Project Locations
FIGURE 3

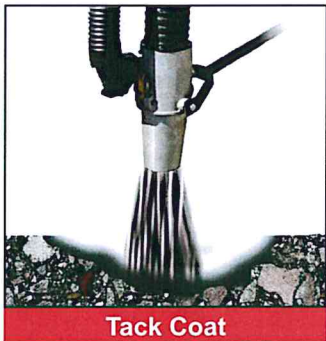
- State MFT Project 2019-08
- LMFT Selected Locations
- Alternate LMFT Streets

State MFT SELECTED LOCATIONS								
Pavement Type	Width (ft)	Lanes	Description	Length (ft)	Area (sy)	Classification	Maintenance Type	Est. Total Cost
Major Street Rehab								
Asphalt	26	2	SOUTH SHORES DR, 8TH DR to SHORE OAK DR	5682.5	16416	Arterial	Mill & Overlay	\$240,000.00
Miscellaneous								
Asphalt			Various City Streets				Pavement Stripping	\$15,000.00
Asphalt			Various City Streets				Pavement Patching	\$95,000.00
Total 2019-08 Project Cost (budget = \$0.35 million)								\$350,000.00
LMFT SELECTED LOCATIONS								
Local Street Rehab								
Asphalt	30	2	E CENTRAL AV, END OF STREET to N WARREN ST	500	1667	Residential	Mill & Overlay	\$220,000.00
Asphalt	29	2	N WARREN ST, E CENTRAL AV to E KING ST	355	1155.89	Residential	Mill & Overlay	\$44,000.00
Asphalt	21	2	E DIVISION ST, N 34TH ST to N 35TH ST	430	1003	Residential	Reconstruction	\$63,000.00
Asphalt	34	2	E WOOD ST, S JASPER ST to S 22ND ST	3888	14688	Arterial	Mill & Overlay Utilities	\$700,000.00 \$367,000.00
Miscellaneous								
Asphalt			N MLK JR DR, WABASH CROSSING				Turn Lane and Patching	\$80,000.00
Asphalt			E WOOD ST, N MLK JR DR to N MAFFIT ST				Patches	\$100,000.00
Asphalt			BAYVIEW, COUNTRY MANOR, LAKERIDGE, and BAKER WOODS NEIGHBORHOODS				Patches	\$200,000.00
							Contingency	\$50,000.00
Total Street Cost (budget = \$1.4 million LMFT Fund)								\$1,457,000.00
Total Utility Cost (Storm Fund, Sewer Fund, Water Main Repl. Fund)								\$367,000.00
Total 2019-25 Project Cost								\$1,824,000.00
Alternate Streets								
Asphalt	28	2	N OAKLAND AVE, ELDORADO ST to LEAFLAND AVE	2684	8350	Collector	Mill & Overlay	\$410,000.00
Asphalt	17	2	W LEAFLAND AVE, N OAKLAND AVE to N VAN DYKE ST	1286	2430	Residential	Mill & Overlay	\$25,000.00
Asphalt	26	2	E WELLINGTON WAY, N PORTAGE PL to N WOOFORD	981	2834	Residential	Mill & Overlay	\$42,000.00
Asphalt	26	2	E DECATUR ST, MLK JR DR to MAFFIT ST	1303.4	3765	Residential	Mill & Overlay	\$87,000.00
Asphalt	18	2	E DIVISION ST, N 24TH ST to N 27TH ST	1326	2652	Residential	Mill & Overlay	\$45,000.00
Asphalt	19	2	N 33RD ST, E DIVISION ST to E FARIES PKWY	1300	2744.4	Residential	Mill & Overlay	\$50,000.00
Asphalt	22	2	N 33RD ST, S LAKE SHORE DR to E WILLIAM STREET RD	2160	5373	Residential	Mill & Overlay	\$105,000.00
Asphalt	23	2	N 34TH ST, E PRAIRIE ST to E WILLIAM STREET RD	1365	3488	Residential	Mill & Overlay	\$68,000.00
Asphalt	22	2	N 35TH ST, E PRAIRIE ST to E WILLIAM STREET RD	1164.4	2846.3	Residential	Mill & Overlay	\$69,000.00
Asphalt	21	2	E ELDORADO ST, N 33RD ST to N LAKE SHORE DR	973	2270	Residential	Mill & Overlay	\$40,000.00
Asphalt	24	2	E PRAIRIE ST, END OF STREET to N 35TH ST	986	2629	Residential	Mill & Overlay	\$25,000.00
Total Alternate LMFT Projects Cost								\$966,000.00

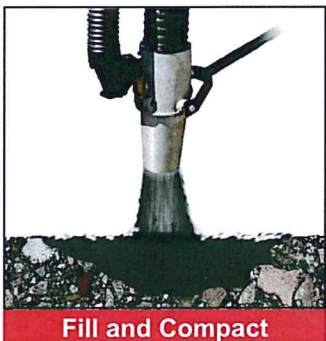
Magnum™ Spray Injection Patcher



Blow Out



Tack Coat



Fill and Compact



Crafco's Magnum Spray Injection Patcher effectively repairs a wide variety of pavement conditions including potholes, deteriorated shoulders, utility cuts, fissures, and alligator cracked areas. The Magnum Spray Injection Patcher's integrated operation cleans the area to be repaired, applies a tack coat, coats the aggregate with asphalt emulsion and then applies the mixture, all in one easy continuous operation. Using high velocity air in conjunction with screw auger, the coated aggregate material is compacted during application, leaving virtually no voids in the final pavement repair, and making a long lasting patch that is superior to conventional methods as proven by government studies. The Magnum will place over seven tons per hour. The aggregate material for the trailer mounted Magnum is supplied from a dump truck that is equipped with a live tailgate, which provides a uniform material supply for uninterrupted production. A counterbalance folding boom sweeps a 360° arc that extends 18 ft (5.5 m) from the back of the unit covering an unprecedented **1,275 square foot (118 square meters) work area**. All controls are positioned at the operators' fingertips giving the operators complete control. The Magnum Spray Injection Patcher features a "maintenance free" emulsion feed line and a machined aluminum application nozzle, which contains **an internal pressurized spray ring that assures 100% coating of the aggregate while using far less emulsion**. Crafco Magnum Spray Injection Patchers give you complete control of pavement preservation, from the smallest repair to the largest, quickly, effectively and efficiently.

P2



A Permanent Patch in 4 Easy Steps:

Patch in almost any weather conditions and eliminate labor-intensive, poor performing patches with the DuraPatcher 4 step process.



1. Clean:
Use high volume low pressure air to clean the patch of debris.



2. Tack:
Prep the patch with a coating of emulsion.



3. Fill:
Inject emulsion coated aggregate and fill pothole.



4. Coat:
Apply a light coating of clean aggregate and open to traffic.

Low Maintenance/Hi-Performance:

The DuraPatcher air-driven system utilizes virtually no moving parts in the delivery system. No augers, conveyors or other wear parts are required making it the most reliable in the industry. Aggregate is gravity fed from the tow vehicle completing the worry-free package. The system will deliver aggregate up to 2.5 inches in diameter without plugging or adjustment.

Ergonomic No-Stress Boom:

The 3 piece boom design provides the ultimate in support for the operator moving the delivery hose. The boom/slide system easily moves throughout the entire 18-foot working radius allowing for smooth patching anywhere in the work zone.

Vent-Flo Nozzle:

The specially designed Vent-Flo nozzle properly coats the aggregate with the right amount of emulsion regardless of aggregate size. The mix is applied at an angle to the repair allowing maximum placement and best operator safety. The vent holes diffuse/slow down the air stream to minimize rock overspray and maximize placement into the repair.

Spray Patcher Street Max™

Road and Asphalt Repair Unit

Emulsion Heating System: During Operation engine coolant keeps the emulsion at, or near 150 degrees. Can patch in cold temperatures.

Mix on Demand: Eliminates the end users dependency of commercially premixed materials

Modular Componentry: Reduced Repair time, and cost of ownership

Optional Pothole Vacuum: Cleans out wet or dirty potholes for better quality patch

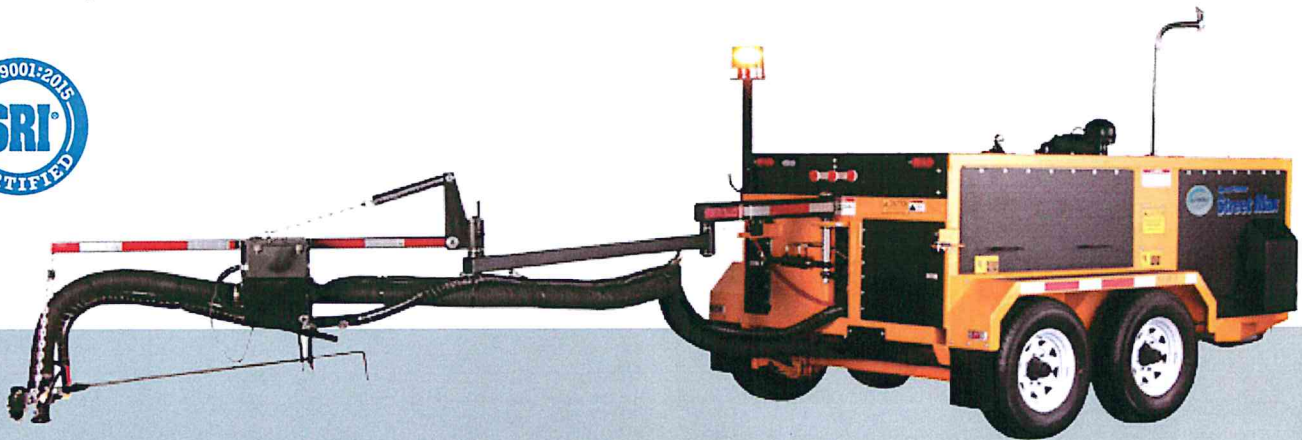
Custom Made-to-Order Hydraulic Hoses: Reduces the opportunity for contamination in Hydraulic System



Cleans – Dust and debris is blown from the pothole by a high velocity blower. The Operator is located in the cab eliminating being exposed to traffic and reducing the risk of potential personal injury.



Tacks – Asphalt emulsion is sprayed to seal the surface and create a binder for the repair. A nozzle tilt allows for more efficient movement of rock when cleaning the repair and reduces rock bounce.



Unibody Construction: Durable construction designed for long life and low cost of ownership

300 Gallon Emulsion Tank: Allows for fewer refills during the day for better productivity



Economic & Community Development

DATE: 5/1/2019

MEMO: No. 19-25

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Raymond Lai, Director of Economic and Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT: Resolution Authorizing funds for Neighborhood Safety, Cleanup and Activities

SUMMARY RECOMMENDATION:

Staff recommends authorization to spend up to \$33,000 for Neighborhood Safety, Cleanup and Activities.

BACKGROUND:

The City of Decatur reallocated funding from neighborhood grants and remaining funds from hosting the Regional Neighborhood Network Conference (RNNC) to fund neighborhood activities including: RNNC expenses, National Night Out, and the annual City-wide Cleanups. That funding has now diminished to less than \$3,000. The 2019 budget did not include allocating funds to pay for expenses associated with those line items. Efforts by management to restrict spending have resulted in sufficient savings to reallocate funding to this element of neighborhood revitalization. It is recommended that the extra expenditure be authorized.

For the last several years, the City of Decatur has hosted 4 cleanups per year. The events have grown in participation. In 2018, 1,514 tires were collected along with 289,440 pounds of trash.

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle D. Irons, Neighborhood Services Manager, at 424-2864 or e-mail riron@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

Staff has secured a \$1,000 grant from the Macon County Environmental Management Department to assist with costs.

ATTACHMENTS:

Description
Resolution

Type
Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
FUNDS FOR NEIGHBORHOOD SAFETY, CLEANUP AND ACTIVITIES**

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

Section 1. That funds not to exceed \$33,000 be set aside to fund Neighborhood activities
to include: safety, cleanups and activities.

PRESENTED AND ADOPTED this May 6, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

SUBJECT: Professional Services Agreement with GovHR for Council Retreat Facilitator and Recruitment Assistance

ATTACHMENTS:

Description	Type
Council Memorandum and Agreement with GovHR	Cover Memo

EXECUTIVE DEPARTMENT
No. 2019-05

Date: May 2, 2019

To: Honorable Mayor Moore Wolfe and City Council Members

From: Scot Wrighton, City Manager

Subject: Professional Services Agreement with GovHR for Council Retreat Facilitator and Recruitment Assistance

BACKGROUND:

The City Council has requested that a long-range planning/strategic retreat be conducted following the April Municipal Election and seating of new governing body members. In accordance with previous discussions with the Council, I have incorporated professional services for a retreat facilitator and recruitment assistance for hiring a new deputy city manager into the same professional services agreement (to save money, and because I propose that the services for both projects be performed by the same GovHR associate).

Retreat facilitation services include planning, advance meetings with the city manager, one-on-one interviews in advance with each member of the governing body, preparation of retreat materials, travel costs, conducting the retreat and issuing a post-retreat report. [\$4,000]

Recruitment services leading to the hiring of a new deputy city manager include helping to develop position advertisements and related recruitment materials, deploying the GovHR professional network to find the best applicants and personally encouraging prospects with best-fit-profiles to participate in the Decatur recruitment, travel costs, coordination of interviews and post-interview negotiations, and other assistance to the city manager as needed. [\$13,500]

The normal cost for a GovHR executive recruitment is approximately \$20,000. We have reduced the cost by identifying several tasks that can be performed in-house by the city's Human Resources Department. These are delineated in the professional services agreement. The total, not-to-exceed, cost for both retreat facilitation and deputy city manager recruitment services will be \$17,500. While this amount is below the expenditure threshold requiring City Council approval, I have elected to include it on the council's agenda anyway because it is responsive to specific requests of the City Council.

May 1, 2019

Mr. Scot Wrighton
City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

Dear Mr. Wrighton:

Thank you for the opportunity to provide you with a proposal for the Deputy City Manager Limited Scope recruitment and selection process along with a proposal for a Goal-Setting Project for the City of Decatur. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public sector. We have 11 full time and 8 part time employees and 27 project consultants. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities. Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 29 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding* and indicate that they plan to use our services or highly recommend us in the future.
- Our state of the art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.
- The firm has a total of twenty-seven consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Michigan, and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public-sector leaders.

630 Dundee Road, Suite 130, Northbrook, Illinois 60062
847.380.3240 | GovHRUSA.com

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees previously spent 8 years with the nationally recognized public-sector consulting firm, The PAR Group, and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 250 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, with ten years as the Village Manager for the Village of Wilmette, IL. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Consultant Assigned

GovHR Vice President Mark Peterson will be responsible for your recruitment and selection process. His biography is attached to this Proposal and his contact information is:

Mark R. Peterson
Vice President
GovHR USA LLC
Telephone: 224-282-8311
MPeterson@GovHRusa.com

A complete list of GovHR's clients is available on our website at www.govhrusa.com

Scope of Work - Recruitment

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your Deputy City Manager search. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

GovHR suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Position Announcement and Brochure Development

Phase I will include the following steps:

- Client will develop the **Recruitment Brochure**, GovHR will review and edit.
- Client will develop a **Position Announcement**, GovHR will review and edit.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

Phase II – Advertising, Candidate Recruitment and Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following steps:

- Client will place the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources.
- The development of a database of potential candidates from across the country unique to the position and to the City of Decatur, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

Candidates will be interviewed by video to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the Deputy City Manager. We will ask follow up questions and probe specific areas. By utilizing video interviews we will have an assessment of their verbal skills and their level of energy for and interest in the position.

- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the City of Decatur's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.
- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

Phase V –Interviewing Process

Phase V will include the following steps:

- After the Recruitment Report is presented, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample or oral presentation.
- GovHR will develop the first and second round interview questions for your review and comment. GovHR will provide you with interview books that include the credentials each candidate submits, a set of questions with room for interviewers to make notes, and evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.
- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the City, the schedule will incorporate a tour of City of Decatur's facilities and interviews with senior staff, if the City so desires.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.
- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.
- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Leadership/Personality Assessments

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Typically these tools cost \$300 per candidate to administer. This fee is not included in our proposal.

One-Way Video Interviews

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded for an additional fee. The Board can then review these interviews at your convenience prior to make a decision on which candidates to invite for interview.

Optional 360° Evaluation

As a service to the City of Decatur, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed Deputy City Manager at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire.

Our typical recruitment process includes the following milestones and deliverables:

➤ Weeks 1 - 2	Client preparation of Recruitment Brochure and Job Announcement.
➤ Weeks 3 - 8	Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant
➤ Week 9	Consultant recommendation to the City of qualified candidates Deliverable: recruitment report
➤ Week 10	Selection of candidate finalists by the City; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets
➤ Weeks 11-12	Interviews of selected finalist candidates; recommendation of final candidate; negotiation, offer, acceptance and appointment

For the purpose of clarity, the following recruitment activities will be performed by the City:

- Development of Position Announcement
- Development of Recruitment Brochure
- Placement of advertisements in and on appropriate publications, web sites & social media platforms
- Perform or caused to be performed all usual and customary background checks and reference checks on the final candidates.

The following activities will be performed by GovHR USA:

- Review and suggest edits to the Position Announcement
- Review and suggest edits to the Recruitment Brochure.
- Recommend to the City various publications, web site and social media platforms for advertising the position
- Utilize professional contacts as well as GovHR USA's data base to identify and reach out to good potential candidates for the position and encourage him/her to submit application materials.
- Screen and evaluate all applications and submit recommendations to the City Manager and the Human Resources Director as to which candidates best meet the desirable criteria outlined in the Position Announcement.
- Coordinate the interview process and be available during candidate interviews.
- Assist, as needed, in final negotiations with the selected candidate

Summary of Costs – Deputy City Manager Recruitment	Price
Recruitment Fee:	\$11,000
Recruitment Expenses: (not to exceed) ➤ Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts. copying etc.	2,500
Total:	\$13,500**

**This fee does not include travel and accommodations for candidates interviewed.

The above cost proposal is predicated on three consultant visits to the City; the first to present recommended candidates; and the second and third for the candidate interview process (second round interviews are often scheduled a week or so following the first round interviews). Any additional consultant visits requested by the City will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses and the costs for printing the Recruitment Brochure will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Goal-Setting Project

The Goal-Setting Project will include the following process:

- Kick-off meeting with Mayor and City Manager (1.5 hours)
- Interview the all City Council Members (6) via telephone (4.5 hours)
- Interview key staff (as directed by City Manager) via telephone (3.0 hours)
- Prepare for one-day goal setting meeting (3.0 hours)
- Participate in goal-setting session (8.0 hours)
- Draft final report (8.0 hours)

Total - 28.0 hours

Summary of Costs – Goal-Setting Project	Price
Professional Fee:	\$3,500
Project Expenses (not to exceed):	500
Total:	\$4,000

Philosophy

Executive search is an important decision-making process for an organization and our primary goal is to provide our client with the information to make the best hiring decision. Our firm's executive recruitment philosophy embraces a professional process of integrity, trust, and respect toward all parties involved, and complete commitment toward meeting the expressed needs and desires of our client. All of our services are handled by principals of the firm who have established and well-regarded reputations in the search field, as well as actual operating experience in the public management fields in which they now consult. Each has impeccable professional credentials and unblemished personal reputations. Keeping both our client and prospective candidates informed on the status of the recruitment on a regular basis is also an important part of our recruitment process. Our work is carried out in an open manner with particular attention given toward seeking out critical factors of a client's organization and governance, and utilizing such information respectfully and discreetly in seeking out candidates who truly have the ability to meet the expectations and needs of the client—working strenuously in developing a fully qualified, "best match" candidate pool for client consideration. Our process includes assistance in the critical final interview and selection phases of the recruitment, and availability to both client and candidate for months following the appointment. Our process was developed and refined over the years to meet the special, and often unique, needs and circumstances facing our local government, public management, and related not-for-profit clients.

Why Choose GovHR?

We ask you to consider the following as you deliberate:

- We are a leader in the field of local government recruitment and selection with experience in more than 29 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of Women Leading Government, the Local Government Hispanic Network, the California Network of Asian Public Administrators, and the National Forum for Black Public Administrators.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have video interviewed them, conducted reference calls, and media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.
- We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates.

- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Heidi J. Voorhees
President
GovHR USA

Attachment: Consultant Biography

ACCEPTED BY THE CITY OF DECATUR, ILLINOIS

BY: _____
TITLE: _____
DATE: _____

CONSULTANT BIOGRAPHY

MARK R. PETERSON **Vice President**

Mark R. Peterson is a Vice President with GovHR USA. Mark's career in local government management spans four decades in three midwestern states... Iowa, Missouri and Illinois. He matriculated at the University of Iowa where he received a BA Degree in Political Science and an MPA Degree in Public Affairs.

Following relatively brief local government assignments in Iowa (Ankeny and Coralville), Mark served for four years as the Assistant to the City Administrator in Liberty, Missouri. Mark came to Illinois in early 1988 when he was appointed as the Assistant City Manager of Normal, Illinois. Ten years later, he was named the City Manager in that same community. He retired in 2018 having served the Town of Normal for over 30 years.

The Town of Normal is a full service municipality in central Illinois with a population of 56,500. It has an annual budget of \$110 million and 420 full time employees. The Town carries a AAA bond rating. Normal is also home to Illinois State University with an annual enrollment of 22,000 full time students.

While serving as its City Manager, Normal established a national reputation for sustainable urban development practices. In 2001, the Town of Normal launched a robust central business district redevelopment initiative. Over the ensuing 15 years, the downtown district, later rebranded as Uptown Normal, was transformed with over \$100 million in public investment, including \$35 million from various state and federal sources, and over \$200 million in private investment including the development of a full service, four Diamond, Marriott Hotel & Conference Center, a Hyatt Place hotel, a multi-modal transportation center, a Children's Discovery Museum and a number of private mixed use projects involving retail, residential and office uses.

Normal's "Uptown Renewal Project" has won national awards for planning, sustainable infrastructure, and innovative development partnerships. Mark Peterson and members of his former staff have been invited to present on Normal's central business revitalization project at numerous regional and national conferences and symposiums. Further, this very successful initiative is routinely cited by the U.S. Department of Transportation as a model for transportation oriented development (TOD) that other cities should emulate.

Under Peterson's leadership, the Town of Normal has also been recognized both regionally and nationally for several other innovative programs and practices including the effective use of public/private partnerships, successful town/gown relations, innovative urban planning initiatives, and electric vehicle technology deployment.

During his career, Mark also developed significant expertise in the following areas of local government operations: insurance administration, capital improvement funding, state and federal grant procurement, economic development analysis, strategic planning, financial management, community policing and intergovernmental collaboration.

Throughout his long career, Mark has remained an active member of the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA) having served in various leadership capacities including the President of ILCMA in 1998-99.

Educational background:

- Bachelor of Arts Degree, Political Science, University of Iowa, Iowa City, IA
- Master of Arts Degree in Public Administration, Local Government Management, University of Iowa, Iowa City, IA

Professional Work Experience:

- Administrative Intern, City of Ankeny, Iowa 1978
- Administrative Intern, City of Coralville, Iowa 1980 – 1981
- Assistant to the City Administrator,
City of Liberty, Missouri 1984 – 1988
- Assistant City Manager, Town of Normal, Illinois 1988 – 1998
- City Manager, Town of Normal, Illinois 1998 – 2018

Professional Affiliations:

Former Treasurer	Municipal Insurance Cooperative Association (MICA)
Former Chair	Metro McLean County Centralized Communications Board (Metcom)
Former Trustee	Bloomington-Normal Public Transit Systems Board (BNPTS)
Past President	Illinois City/County Management Association (ILCMA)
Past Chair	Illinois Municipal League Managers Committee
Past Member	Bloomington-Normal Economic Development Council (BNEDC)
Past Chair	Central Illinois Regional Broadband Network Board (CIRBN)

City Clerk

DATE: 4/28/2019

MEMO: 2019-13

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Reappointments - Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Bruce Jeffery and Kent Newton to the City Plan Commission.

ATTACHMENTS:

Description	Type
Resolution Approving Reappointments - Plan Commission	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Bruce Jeffery	Plan Commission	4/30/22
Kent Newton	Plan Commission	4/30/22

DATED this 6th day of May, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

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

PRESENTED AND ADOPTED this 6th day of May, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 6th day of May, 2019.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 4/29/2019

MEMO: 2019-17

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: City Manager Scot Wrighton
City Clerk Kim Althoff

SUBJECT: Resolution Approving Appointment - Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Rick Johnson to Plan Commission.

ATTACHMENTS:

Description	Type
Resolution Approving Appointment - Plan Commission	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:

Rick Johnson

Plan Commission

4/30/2021

DATED this 6th day of May, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-_____
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 6th day of May, 2019.

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 6th day of May, 2019.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 4/26/2019

MEMO: 2019-14

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Ordinance Approving Appointment - City Clerk

SUMMARY RECOMMENDATION: Council's approval of the appointment by the Mayor of the following named person to the office designated is hereby requested: Kimberly L. Althoff, City Clerk.

ATTACHMENTS:

Description	Type
Ordinance Approving Appointment - City Clerk	Ordinance

ORDINANCE NO. 2019-_____

**ORDINANCE APPROVING APPOINTMENT
CITY CLERK**

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

Section 1. That the request for approval of appointment by the Mayor of Kimberly L. Althoff, City Clerk, be received and placed on file.

Section 2. That said request be, and the same is hereby, approved, and said person be, and she is hereby, authorized and directed to be appointed to said office for the term of four years commencing May 1, 2019 and continuing to April 30, 2023 or until her respective successors is appointed and qualified.

Section 3. That the existing provisions of applicable ordinances in conflict with the provisions of this ordinance, to the extent of such conflict be, and the same are hereby modified to conform with the provisions hereof, otherwise to remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

City Clerk

DATE: 4/26/2019

MEMO: 2019-15

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Ordinance Approving Appointment - City Treasurer

SUMMARY RECOMMENDATION: Council's approval of the appointment by the Mayor of the following named person to the office designated is hereby requested: Gregg Zientara, City Treasurer

ATTACHMENTS:

Description	Type
Ordinance Approving Appointment - City Treasurer	Ordinance

ORDINANCE NO. 2019-_____

**ORDINANCE APPROVING APPOINTMENT
CITY TREASURER**

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

Section 1. That the request for approval of appointment by the Mayor of Gregg Zientara, City Treasurer, be received and placed on file.

Section 2. That said request be, and the same is hereby, approved, and said person be, and he is hereby, authorized and directed to be appointed to said office for the term of four years commencing May 1, 2019 and continuing to April 30, 2023 or until his respective successors is appointed and qualified.

Section 3. That the existing provisions of applicable ordinances in conflict with the provisions of this ordinance, to the extent of such conflict be, and the same are hereby modified to conform with the provisions hereof, otherwise to remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

City Clerk

DATE: 4/26/2019

MEMO: 2019-16

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Ordinance Approving Appointment - Mayor Pro Tempore

SUMMARY RECOMMENDATION: Council's approval of the appointment by the Mayor of the following named person to the office designated is hereby requested: Patrick McDaniel, Mayor Pro Tempore

ATTACHMENTS:

Description	Type
Ordinance Approving Appointment - Mayor Pro Tempore	Ordinance

ORDINANCE NO. 2019-_____

**ORDINANCE APPROVING APPOINTMENT
MAYOR PRO TEMPORE**

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

Section 1. That the request for approval of appointment by the Mayor of Patrick McDaniel, Mayor Pro Tempore, be received and placed on file.

Section 2. That said request be, and the same is hereby, approved, and said person be, and he is hereby, authorized and directed to be appointed to said office for the term of four years commencing May 1, 2019 and continuing to April 30, 2023 or until his respective successors is appointed and qualified.

Section 3. That the existing provisions of applicable ordinances in conflict with the provisions of this ordinance, to the extent of such conflict be, and the same are hereby modified to conform with the provisions hereof, otherwise to remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

City Clerk

DATE: 4/26/2019

MEMO: 2019-17

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-Of-Way and In Central Park

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing consumption of alcoholic liquor on public rights-of-way and in Central Park for the Smokin' BBQ Festival.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2019-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC RIGHTS-OF-WAY AND IN CENTRAL PARK
-DECATUR SMOKIN' BBQ FESTIVAL-**

WHEREAS, the Decatur Smokin' BBQ Festival, has requested the closure of public streets and Central Park in downtown Decatur beginning Friday, September 13, 2019 and continuing through Saturday, September 14, 2019; and,

WHEREAS, it is the intention of the Decatur Smokin' BBQ Festival to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor on public rights-of-way and 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 Smokin' BBQ Festival and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the days listed herein, and only on such days, between the hours listed opposite each, alcoholic beverages may be consumed at, in or on those portions of public rights-of-way described in Section 2 hereof, and in Central Park located in downtown Decatur, said days and hours being particularly described as follows:

Friday, September 13, 2019	5:00 p.m. -10:00 p.m.
Saturday, September 14, 2019	11:00 a.m. – 10:00 p.m.

Section 2. That those portions of public rights-of-way at, in, or on which the above named alcoholic liquor may be consumed, on the days and during the hours listed in Section 1 hereof, are described as follows:

Central Park
North Park Street from Water Street to Franklin Street
South Park Street from Water Street to Franklin Street
Water Street from Main Street to William Street
Prairie Street from Alley to Water Street

Section 3. That no alcoholic liquor may be consumed as provided herein unless such alcoholic liquor is in a plastic cup, paper cup or aluminum can.

Section 4. That this ordinance is expressly conditioned and approved upon Decatur Smokin' BBQ Festival 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 5. That all debris shall be removed by Decatur Smokin' BBQ Festival prior to reopening public rights-of-way.

Section 6. That except as otherwise provided here, 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 6th day of May, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur's Smokin' BBQ Festival, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, for the Decatur's Smokin' BBQ Festival, on the following dates and times:

Friday, September 13, 2019, 5:00 p.m. – 10:00 p.m.

Saturday, September 14, 2019, 11:00 a.m. – 10:00 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:

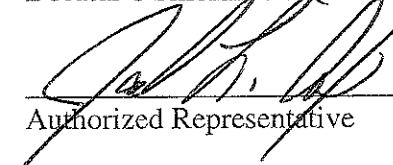


Authorized Representative

4/26/2019

Date

For Sponsoring Agency:
Decatur's Smokin' BBQ Festival



Authorized Representative

3/25/19

Date



DECASMO-01

MMASSEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2019

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

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

PRODUCER J.L. Hubbard Insurance and Bonds 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Mackenzie Massey		
	PHONE (A/C, No, Ext): (217) 877-3344	FAX (A/C, No): (217) 877-0795	
	E-MAIL ADDRESS: mmassey@jlhubbard.com		
INSURED Decatur's Smokin' BBQ Festival 202 E North St Decatur, IL 62523	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual Insurance Company		15350
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE ☒ OCCUR	X		A589719	4/1/2019	9/17/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			A589732	4/1/2019	9/17/2019	Limit 1,000,000

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

Re: Special Event - Central Park, Decatur Civic Center Parking Lot, North Street from Jackson Street to Gary K. Anderson Plaza, South Park Street - North Parking Spots Only (Friday Only), South Park Street from Franklin Street to Water, Water Street from Main Street to William Street, North Park Street from Franklin Street to Water Street, Prairie Street from Alley to Water Street, William Street from Water to Franklin Street and North Street from Water to Franklin Street.

City of Decatur is named as additional insured under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Economic & Community Development

DATE: 5/6/2019

MEMO: No. 19-30

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

FROM: Scot Wrighton, City Manager
Raymond Lai, Director of Economic & Community Development
Tim Dudley, Development & Revitalization Specialist

SUBJECT:

Resolution Amending the Real Estate Contract for Property Located in the 200-300 Blocks of East Orchard Street, the 200-300 Blocks of East Marietta Street and the 1000 Block of North Warren Street in Wabash Crossing Redevelopment Area.

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached resolution authorizing an amendment to the agreement dated February 12, 2019 with DMCOCC to extend the closing date to not more than sixty (60) days after the effective date of this Amendment and to add an additional parcel 04-12-11-304-014 to the sale contract which was inadvertently left off the original contract.

BACKGROUND:

DMCOCC purchased land owned by the City in the original contract approved by the City Council to consolidate many of its operations into a new proposed building to be constructed just south of its Wee Folks Daycare on Orchard Street in Wabash Crossing, as part of the Community Care Campus which is being developed. Subsequently, the proposed building and the additional parcels involved will be included in new petitions for an amended Planned Development (PD) District and certain street vacations to be filed and processed in the near future.

PRIOR COUNCIL ACTION:

Council approved moving forward with the original resolution for approval of the agreement on January 31, 2019.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Scot Wrighton at Wrighton@decaturil.gov or 424-2801 Raymond Lai, at RLai@decaturil.gov or 424-2727 Tim Dudley, at TDudley@decaturil.gov or 450-2337

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R_____

**RESOLUTION AMENDING THE REAL ESTATE CONTRACT FOR PROPERTY
LOCATED IN THE 200-300 BLOCKS OF EAST ORCHARD STREET, THE 200-300
BLOCKS OF EAST MARIETTA STREET AND THE 1000 BLOCK OF NORTH
WARREN STREET IN THE WABASH CROSSING REDEVELOPMENT AREA**

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

Section 1. That the Agreement between the City of Decatur and DMCOC, dated February 12, 2019 regarding the sale of property more fully described on Exhibit A of said Agreement, previously approved by Resolution R2019-24, be and it is hereby, amended to extend the closing date to not more than sixty (60) days after the effective date of this Amendment and to add an additional parcel 04-12-11-304-014 to the original sale contract.

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

PRESENTED and ADOPTED this 6th day of May, 2019

JULIE MOORE WOLFE, MAYOR

ATTEST:

Kim Althoff, City Clerk

AMENDMENT TO CONTRACT OF SALE

THIS AMENDMENT to the CONTRACT OF SALE previously entered into by the CITY OF DECATUR, an Illinois municipal corporation ("Seller") and the DECATUR MACON COUNTY OPPORTUNITIES CORPORATION, an Illinois Not for Profit Corporation ("Buyer") is entered into under the consideration, terms and conditions previously entered into and is hereby amended as follows:

1. Paragraph 5 of the CONTRACT OF SALE shall be amended to extend the closing to sixty (60) days after the effective date of this AMENDMENT as follows,

‘5. Closing. The time and place of settlement ("closing") shall be fixed by mutual agreement of the parties not more than sixty (60) days after the effective date of this Amendment.’

with all remaining language of Paragraph 5 remaining as set forth in the original CONTRACT OF SALE.

2. Exhibit A to the CONTRACT OF SALE previously entered into shall be amended to include an additional parcel 04-12-11-304-014.

3. All other terms and conditions of the CONTRACT OF SALE shall remain in full force and effect.

DATED this _____ day of _____, 2019.

SELLER:

CITY OF DECATUR

BUYER:

DECATUR MACON COUNTY

OPPORTUNITIES CORPORATION

By: _____

Mayor Julie Moore Wolfe

By: _____

EXHIBIT A
CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is by and between the CITY OF DECATUR, an Illinois municipal corporation ("Seller"), and the DECATUR MACON COUNTY OPPORTUNITIES CORPORATION, an Illinois Not-for-Profit Corporation, 1122 E. MARIETTA ST., DECATUR, IL 62521, FEIN # 37-0864527 ("Buyer").

WITNESSETH:

Seller agrees to sell and Buyer agrees to purchase on the terms and conditions hereinafter set forth, the unimproved real estate situated in Macon County, Illinois, described on Exhibit A attached hereto (the "Premises").

1. Purchase Price. The purchase price for the Premises is Six Hundred Fifty (\$650) Dollars with purchase price for the property to be paid at closing, subject to closing adjustments.

2. No Representations. Seller has not made and does not make any representations, warranties or guarantees of any kind concerning the Premises or its condition or suitability for Buyer's proposed use, whether express or implied, oral or written. Buyer agrees that it is purchasing the Premises "as is" with all faults and defects and based solely on Buyer's inspection, testing and investigation of the Premises. Buyer acknowledges that the disclaimers, agreements and other statements set forth in this section are an integral portion of this Contract and that Seller would not agree to sell the Premises to Buyer for the purchase price without the disclaimers, agreements and other statements set forth in this Paragraph 2 and that the disclaimers, agreements and other statements in this Paragraph 2 shall survive the closing of the sale under this Contract.

3. Conditions Precedent.

(A) Seller's obligations under this Contract are subject to the following conditions:

(1) Buyer promptly commencing construction of structure to house a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social

services and residential or institutional uses, that are consistent with the national CDBG objectives, on or within 250 feet of the Premises.

(2) Seller approving Buyer's site plan and landscape plan for Seller's proposed development of the Property.

(3) Buyer obtaining all approvals and permits from all governmental authorities having jurisdiction over the Premises customarily required for projects similar to Buyer's proposed development of the Premises.

(4) Buyer maintaining all utility easements within, or relocate all utilities from the right of way to be vacated along East Orchard Street between North Water Street and North Warren Street described in Exhibit A attached hereto.

(5) The foregoing conditions shall be completed to Seller's satisfaction no later than the end of the 12th month following the effective date of this Contract. If all of the foregoing conditions are not satisfied to Seller's satisfaction on or before the end of the 12th month following the effective date of this Contract, then Buyer shall be in default. As used herein, "effective date" shall mean the date the Contract is last executed by a party. If Seller terminates this contract for Buyer's default, Seller shall be entitled to record a deed as described in paragraph 10 below. Buyer shall also pay any costs associated with remediating any changes or improvements made to the premises by Buyer, its successors and assigns, as deemed necessary in the sole discretion of the Seller. Such costs may include but not be limited to removal of any structures constructed on site, either partial or complete, or remediation of any hazards created during Buyer's ownership of property.

(6) In the event the construction described herein is not substantially completed within two years of the date of closing, Buyer shall be in default, unless any failure, or delay in construction completion shall be due to strikes, walk-outs, acts of God, enemy action, civil commotion, or other similar acts beyond the reasonable control of Buyer.

(7) Buyer shall execute a quitclaim deed which shall be delivered to Seller at closing, conveying Buyer's interest in the Premises in fee simple back to the City of Decatur. Said deed may be recorded in the event of Buyer's default following reasonable notice and failure to cure, as provided in the default paragraph of this

Contract. If Buyer defaults and fails to cure, Buyer shall be responsible for and pay any and all costs associated with the transfer, including real estate taxes due and unpaid from the date of closing to the date the deed from Buyer to the City of Decatur is recorded, which taxes shall be computed using the most recent property tax bill for the Premises, and all costs associated with remediating any changes or improvements made to premises by Buyer, its successors and assigns, as deemed necessary in the sole discretion of the Seller.

(8) The Premises shall, for a period of not less than ten (10) years from the date of closing, be used exclusively by a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives., which agreement shall not be unreasonably withheld. Buyer shall allow Seller or its designee adequate access at reasonable hours and upon reasonable notice, to allow Seller to monitor compliance with the use requirements. These requirements shall survive the closing, and shall be specifically enforceable by Seller for a period of not less than ten (10) years following the date of closing.

(9) In conjunction with the development of the Premises, Seller shall agree to vacate the right of way along East Orchard St. between North Warren Street and North Water Street as described in Exhibit A attached hereto. Seller shall also agree to rezone the properties as legally described in Exhibits A and B attached hereto to facilitate development as defined in section 3 (A) (1) of this agreement.

4. Buyer represents that it is adequately informed as to the state of title to the Premises, and that it has had adequate opportunity, at its sole expense and option, to obtain such title reports and surveys regarding the Premises as Buyer may choose. Buyer may, at its expense and option, obtain such title reports and surveys as to the Premises as Buyer may desire. Buyer shall advise Seller in writing within 30 days after the effective date of this agreement concerning any defect in the

condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to Buyer shall be delayed pending Sellers efforts to resolve the same. In event Seller is unable or unwilling to cure such defects within a reasonable time after notice thereof, Buyer or Seller may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, Seller shall refund to Buyer all sums paid hereunder if Buyer shall so elect. Failure to notify Seller of any objectionable title defect as above said shall constitute a waiver thereof. Notwithstanding the foregoing, Seller makes no representations regarding the condition of title, and offers only to convey title "as is", without exceptions.

5. Closing. The time and place of settlement ("closing") shall be fixed by mutual agreement of the parties not more than 60 days after the effective date of this agreement.

(A) Not later than the date of the closing, Buyer shall deliver to Seller or cause to be paid:

- (i) All documents as Seller's counsel may reasonably require; and
- (ii) The fee for recording any release of any lien in favor of the City of Decatur, only; and
- (iii) The fee for recording the quit claim deed conveying Seller's interest to Buyer and memoriam of this contract for sale; and
- (iv) The amount of Illinois Revenue Stamps required for the transaction; and
- (v) The purchase price for the Premises (\$650.00)

(B) Not later than the date of closing, Seller shall deliver to buyer:

- (i) its executed quitclaim deed to the Premises in substantially the same form as Exhibit C attached hereto, conveying the premises in fee simple, subject to: 2018 real estate taxes and assessments and subsequent years not yet due and payable; easements, agreements, restrictions and other matters of record, with no exceptions, and subject to the conditions set forth below.
- (ii) A sufficient release of any lien or liens in favor of the City of Decatur; and,

(C) The deed shall require Buyer, its successors and assigns to:

(i) Except for the City of Decatur, restrict use of the premises for a period of not less than 10 years to use by a not-for-profit corporation to provide a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives, which agreement shall not be unreasonably withheld.

(ii) Allow Seller or its designee for the period of the use restriction to monitor compliance with the use of the Premises requirement, as may be required by the U.S. Department of Housing and Urban Development and allowed under federal law; and

(iii) Substantially complete construction of said structure within two (2) years of the date of closing (subject to force majeure delays); and

(iv) Transfer ownership from Buyer back to the City of Decatur in the event Buyer fails to substantially complete construction of the structure within two (2) years of the date of closing.

(D) Buyer shall record a Memorandum of Agreement of this contract in substantially the same form as Exhibit C attached hereto.

6. Substantial Completion. Substantial completion shall mean complete construction of the shell and core, with finished interiors of common areas. Substantial completion shall be evidenced by issuance of a certificate of occupancy under applicable codes of the City of Decatur, excluding minor and ancillary alterations, or additional work.

7. Use Restriction. The requirements: (a) that a structure be constructed and operated by a not-for-profit corporation providing a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S.

Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives, which agreement shall not be unreasonably withheld and (b) that Buyer, its successors and assigns allow Seller or its designee, for the period of the use restriction, reasonable access to the Premises to monitor compliance with this requirement, shall survive the date of closing and shall be specifically enforceable by the Seller for not less than ten (10) years from the date of closing.

8. Buyer's Access to the Premises. At any time after the effective date of this Contract, with advanced approval of Seller, architects and engineers of Buyer shall have reasonable access to the Premises during business hours for the purpose of measurement and preparation of design plans for Buyer. Buyer shall indemnify and hold Seller harmless from and against all losses, costs, damages and liabilities arising out of Buyer or any of its employees, agents or contractors entering the Premises.

9. Possession. Buyer shall take possession of the Premises on completion of the closing.

10. Buyer's Right to Terminate. Within 60 days after signing this contract, Buyer shall: a.) conduct any necessary examinations, inspections and tests of the Premises to determine the feasibility of proceeding with construction and use of the intended improvements; and b.) if, based on the written opinion of Buyer's architects, or engineers, the Premises is not suitable for the intended construction and use, notify Seller of Buyer's intent to terminate this Agreement. Upon timely notice and written opinion as described herein, this Agreement shall terminate without further obligation.

11. Actions Affecting the Premises. While this Contract is in effect, Seller shall not:

(a) Enter into, or amend any contracts, options, leases, easements or other agreements adversely affecting the Premises; or

(b) Take any action which would adversely affect the ownership or condition of the Premises.

12. Title Commitment. Buyer shall obtain a current title commitment for an owner's title insurance policy for the Premises at its sole expense. Buyer shall pay all title examination fees or other expenses of the Title Company for issuing such title commitment.

13. Environmental Concerns. Neither Buyer nor Seller has knowledge of any environmental concerns on or about the Premises. Seller makes no representations or warranties

regarding the condition of the Premises other than the above, and Buyer agrees it shall make no claim against Seller should any environmental concern be discovered. The provisions of this paragraph shall survive closing.

14. Default. Either party's failure to comply with, and/or abide by any material term or condition of this Contract shall constitute default. In addition to requirements contained elsewhere in this contract, events of default shall include but not be limited to the following:

- (i) Misrepresentation - If any material representation made by the Buyer or the Seller in this Agreement, or in any certificate, notice, demand or request made by the Buyer or the Seller in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
- (ii) Breach - Breach by the Buyer or the Seller of any material covenant, warranty or obligation set forth in this Agreement.

Remedies Upon Default. In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, execution and recording of deed by Seller as specified in paragraph 3 (A) 7 of this agreement and/or initiating proceedings to compel specific performance by the party in default of its obligations.

14. Assignment. Neither Seller nor Buyer may assign this Agreement or any interest in the Premises without the prior written consent of the other. The terms of this agreement and shall be binding on the parties, their respective successors, personal representatives, heirs and assigns.

15. Miscellaneous

- (a) This Contract shall be void if not fully executed within sixty (60) days following contract approval by the Decatur City Council.

(b) Any notice which either party may be required to give hereunder or which either party is permitted or may desire to give to the other party shall be in writing and given either personally or by mailing the same by registered or certified mail, return receipt requested, to the party to whom notice is directed at the address of such party as follows:

Seller: City Manager
1 Gary K. Anderson Plaza
Decatur, IL 62523

Buyer: Executive Director
DMCOC
1122 E Marietta St.

Any notice served by mail shall be deemed given on the day in which the same is postmarked. Either party may change the party or address to which any such notice is to be addressed by giving written notice to the other party of such change. Any time limitation provided for in this Contract shall begin on the date of postmark.

(c) This Contract constitutes the entire agreement between Seller and Buyer, and there are no other covenants, agreements, or conditions, either oral or written, between them concerning the Premises other than those set forth in this Contract. No subsequent change, deletion or addition to this Contract shall be binding unless in writing and signed by both parties.

(d) The headings, captions, numbering systems, etc., are inserted only as a matter of convenience and shall not be considered in interpreting the provisions of this Contract.

(e) All of the provisions of this Contract shall be binding upon the personal representatives, heirs, successors and permitted assigns of both parties.

(f) If any of the dates or time periods in this Contract fall or end on a Saturday, Sunday or U.S. bank holiday, then such date or time period shall be extended until the next business day other than a Saturday, Sunday or U.S. bank holiday.

(g) This contract shall be interpreted using the laws of the State of Illinois. The sole venue for resolution of any dispute arising under this contract shall be the Circuit Court in and for the County of Macon.

DATED this 6th day of February, 2019.

SELLER:
CITY OF DECATUR

Buyer
DECATUR MACON COUNTY
OPPORTUNITIES CORP.

By: [Signature]

By: [Signature]

Dated: Feb 6, 2019

Dated: 2/12/19

Address: 1 Gary K. Anderson Plaza
Decatur GA 30033

Address: 1122 E. Marietta St.
Decatur, GA 30031

**CITY OF DECATUR/Decatur Macon County
Opportunities Corporation Contract of sale**

EXHIBITS

Exhibit A - Project Legal Description

Exhibit B -- Description of Buyer's Property

Exhibit C - Quitclaim Deed

Exhibit D - Memorandum of Contract of Sale

Exhibit A

Legal Description of Premises

All of Lots One (1) Thru Eight (8) in Block Seven (7) of Higgin's Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Legal Description of ROW to be Vacated

Beginning at the Northwest corner of Lot Eight (8) in Block Seven (7) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence North 60 feet to the Southwest corner of Lot Twenty-Three (23) in Block Six (6) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the North Right of Way line of East Orchard Street to the Southeast corner of Lot Thirty (30) in Block Six (6) of said addition; thence South 60 feet to the Northeast corner of Lot One (1) in Block Seven (7) of said addition; thence West along the South Right of Way line of East Orchard Street to the point of beginning.

Parcel Numbers

12-11-304-019
12-11-304-016
12-11-304-018
12-11-304-015
12-11-304-017
12-11-304-013
12-11-304-012
12-11-304-011
12-11-304-008
12-11-304-009
12-11-304-010
12-11-304-007

EXHIBIT B

DESCRIPTION OF BUYER'S PROPERTY

Higgins Addition Lot 1-2-29 & 30 and Lots 28 & South ½ of Vacated Alley Lying and Adjacent Block 6 As per Plat recorded In Book 97 Page 115 of the recorded in the Recorder's Office of Macon County, Illinois.

EXHIBIT C

QUIT CLAIM DEED

STATUTORY DOCUMENT NO.

Tax Bill To: Decatur Macon County Opportunities Corp.
1122 E. Marietta St.
Decatur, IL 62526

TAX EXEMPT

THE GRANTOR, CITY OF DECATUR, ILLINOIS, a Municipal Corporation, for and in consideration of Six Hundred Fifty Dollars (\$650.00) and other good and valuable consideration in hand paid, conveys to GRANTEE the DECATUR MACON COUNTY OPPORTUNITIES CORPORATION, an Illinois Not for Profit Corporation, the real estate legally described in Exhibit A attached hereto and hereby made a part hereof, which is situated in the County of Macon, State of Illinois, with the following restrictions:

Buyer, its successors and assigns (excluding Seller), shall: (1) Utilize the premises to house a not-for-profit corporation operating a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives; and (2) Upon request allow monitoring of records as may be required by the U.S. Department of Housing and Urban Development as allowed under federal law; and (3) fulfill all obligations as established in section three (3) of the Contract for Sale between buyer and seller executed on _____; and (4) Substantially complete construction of said structure to be operated by a not for profit corporation and used exclusively for providing services described in (1) above within one (2) years of the date of closing (subject only to force majeure delay); and (4) If Buyer, its successors or assigns (except Seller), fails to substantially complete said structure within one (2) years of the date of closing or fulfill all of the obligations as established in Section three (3) of said Contract for Sale, Buyer shall be in default and be required to transfer ownership of the Premises back to Seller or its assignee. Buyer has executed a quitclaim deed, conveying Buyer's interest in the Property in fee simple back to the City of Decatur. Said deed shall only be recorded in the event of Buyer's default, and only following reasonable notice and failure to cure, as provided in the default paragraph of the contract for sale. If Buyer defaults and is required to transfer the Premises to Seller, Buyer shall be responsible for any and all costs associated with the transfer, including transfer taxes, recording fees, closing costs, due and unpaid real estate taxes, and all costs associated with remediating any changes or improvements made to the Premises by Seller, its successors and assigns as

deemed necessary in the sole judgment of Seller. Substantial Completion or Substantially Complete means complete construction of the shell and core, with finished interiors of common areas to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work. The requirements to utilize the Premises to house a not-for-profit corporation operating a not-for-profit commercial kitchen for federally qualified senior nutrition programs and associated intergenerational community center space serving at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or similar not-for-profit use as agreed to in writing by the Seller and to allow monitoring of records in (1) and (2) above shall survive the delivery of this deed for a period of ten (10) years and shall be specifically enforceable by Seller.

Subject to conditions, covenants, easements, and restrictions of record, including but not limited to utility easements in the right-of-way vacated by the City of Decatur, but only for so long as utility infrastructure shall remain in said right-of-way, and upon removal of said infrastructure, said utility easements shall cease and be extinguished, and also subject to all prior reservations, exceptions, or conveyances if any, of the coal, gas, oil, or other mineral title, and real estate taxes and assessments not due and payable as of the date hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 6th day of February, 2019.

CITY OF DECATUR, ILLINOIS,
a Municipal Corporation,

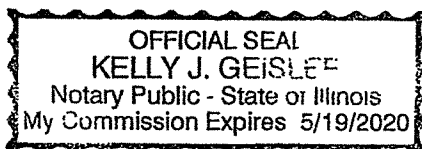
By

Julie Moore Wolfe
JULIE MOORE WOLFE, Mayor

STATE OF ILLINOIS)
COUNTY OF MACON)

The foregoing Quit Claim Deed was acknowledged before me this 6th day of February, 2019 by Julie Moore Wolfe, Mayor of the City of Decatur, Illinois, for the purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 6th day of February, 2019.



Kelly J. Geisler
Notary Public

DOCUMENTARY STAMP

"Exempt under provisions of b, Section 31-45,

DOCUMENTARY STAMP

"Exempt under provisions of b, Section 31-45,
Property Tax Code (35 ILCS 200/31-45)."

Date _____ Buyer, Seller or Representative _____
Deed prepared by _____

Billy Tyus
Deputy City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217.424.2727

LEGAL DESCRIPTION – EXHIBIT A

Legal Description of Property

Lots One (1) Thru Eight (8) in Block Seven (7) of Higgin's Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Legal Description of ROW to be Vacated

Beginning at the Northwest corner of Lot Eight (8) in Block Seven (7) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence North 60 feet to the Southwest corner of Lot Twenty-Three (23) in Block Six (6) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the North Right of Way line of East Orchard Street to the Southeast corner of Lot Thirty (30) in Block Six (6) of said addition; thence South 60 feet to the Northeast corner of Lot One (1) in Block Seven (7) of said addition; thence West along the South Right of Way line of East Orchard Street to the point of beginning.

EXHIBIT D

Prepared By:

Billy Tyus
Interim City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

MEMORANDUM OF CONTRACT OF SALE

The Decatur Macon County Opportunities Corporation ("The Buyer") and the City of Decatur (the "Seller") have entered into a Contract for Sale dated as of February 12, 2019, (the "Agreement") with respect to certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Premises"). The Contract provides that the Buyer, subject to certain terms and conditions set forth in the Contract, shall develop a project as described in the Contract (the "Project") on the Premises.

Dated: February 12, 2019

CITY OF DECATUR
an Illinois municipal corporation

By: Julie Morley Walsh
Mayor

Attest: Kim Attkisson
By:

Decatur Macon County Opportunities Corporation
an Illinois Corporation

By: Tara Murray

Print Name: Tara Murray

Title: Executive Director

Its City Clerk

By: _____

Print Name: _____

Title: _____

Attest:

By: _____

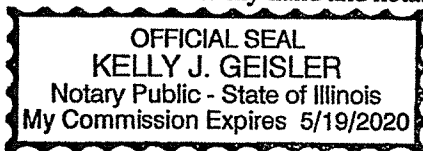
Print Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Julie Moore Wolfe & Kim Althoff, personally known to me to be the Mayor and City Clerk, respectively, of the City of Decatur, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Mayor and City Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 6th day of February, 2019



Kelly J. Geisler
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of _____, an Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument

as his free and voluntary act as such _____ and _____, and as the free and voluntary act of _____, for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2019.

Notary Public

LEGAL DESCRIPTION – EXHIBIT A

Legal Description of Property

Lots One (1) Thru Eight (8) in Block Seven (7) of Higgin's Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Legal Description of ROW to be Vacated

Beginning at the Northwest corner of Lot Eight (8) in Block Seven (7) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence North 60 feet to the Southwest corner of Lot Twenty-Three (23) in Block Six (6) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the North Right of Way line of East Orchard Street to the Southeast corner of Lot Thirty (30) in Block Six (6) of said addition; thence South 60 feet to the Northeast corner of Lot One (1) in Block Seven (7) of said addition; thence West along the South Right of Way line of East Orchard Street to the point of beginning.

Public Works

DATE: 4/18/2019

MEMO: 2019-24

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory-3343 Tropicana Road

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 3343 Tropicana Road be approved.

BACKGROUND:

The subject property adjoins Decatur City limits on the north. The east, west and south property is in the County. The lot contains approximately 0.615 acres. The lot is improved with a residence. The following information is relevant to the areas in question:

1. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 3.5 miles and 7.5 minutes, respectively.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: The plat and annexation request have been reviewed by Engineering, Finance, Fire, Legal, Macon County Health Department, Municipal Services Division, Planning & Building Services, Neighborhood Services, and Water Services. All the reviewers recommend the annexation be approved.

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

BUDGET/TIME IMPLICATIONS: Based on current assessed value, from the Finance Department, approximately \$734 in real estate, \$67 in motor fuel and \$206 in state income taxes may be realized annually by annexing the property.

ATTACHMENTS:

Description	Type
2019-24 Ordinance Annexing Territory- 3343 Tropicana Road	Ordinance
2019-24 Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3343 TROPICANA ROAD**

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

LOT 26 OF HUSTON FOREST ACRES, SITUATED IN MACON COUNTY, ILLINOIS.
COMMONLY KNOWN AS 3343 TROPICANA ROAD.

PIN # 07-07-32-428-002

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Gary O. Habeck - Evelyn L. Habeck

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3343 Tropicana Road, and legally described as follows:

LOT 26 OF HUSTON FOREST ACRES.

PIN # 07-07-32-428-002

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Gary Habeck

Gary Habeck

3343 Tropicana Road - Decatur, IL ⁸⁷⁷⁻⁰²⁴⁶

Evelyn L. Habeck

Evelyn L. Habeck

3343 Tropicana Rd
Decatur, IL 62526

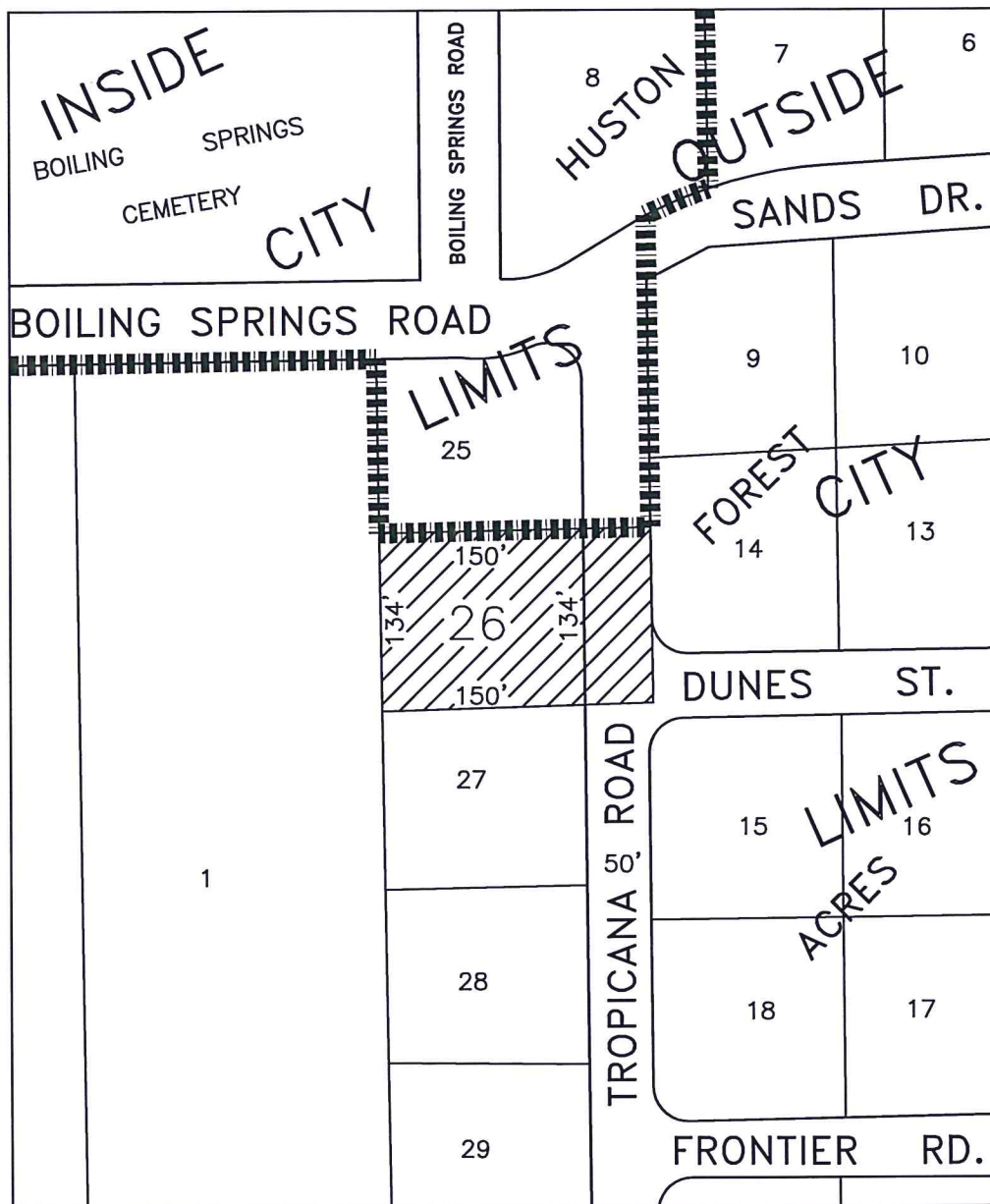
Signed and sworn to before me this 12th day of March, 20 19

Tara R Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3343 TROPICANA ROAD



indicates territory annexed



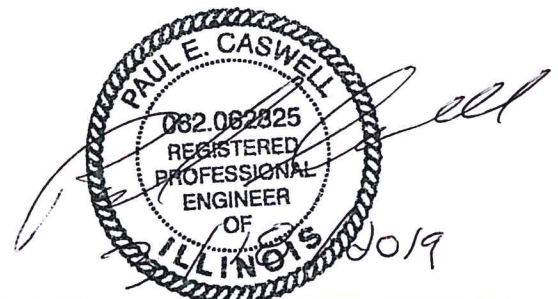
indicates existing corporate limits

0.615± acres

AREA 0.001± sq. miles

134± lin. ft. of public road

HICKORY POINT township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

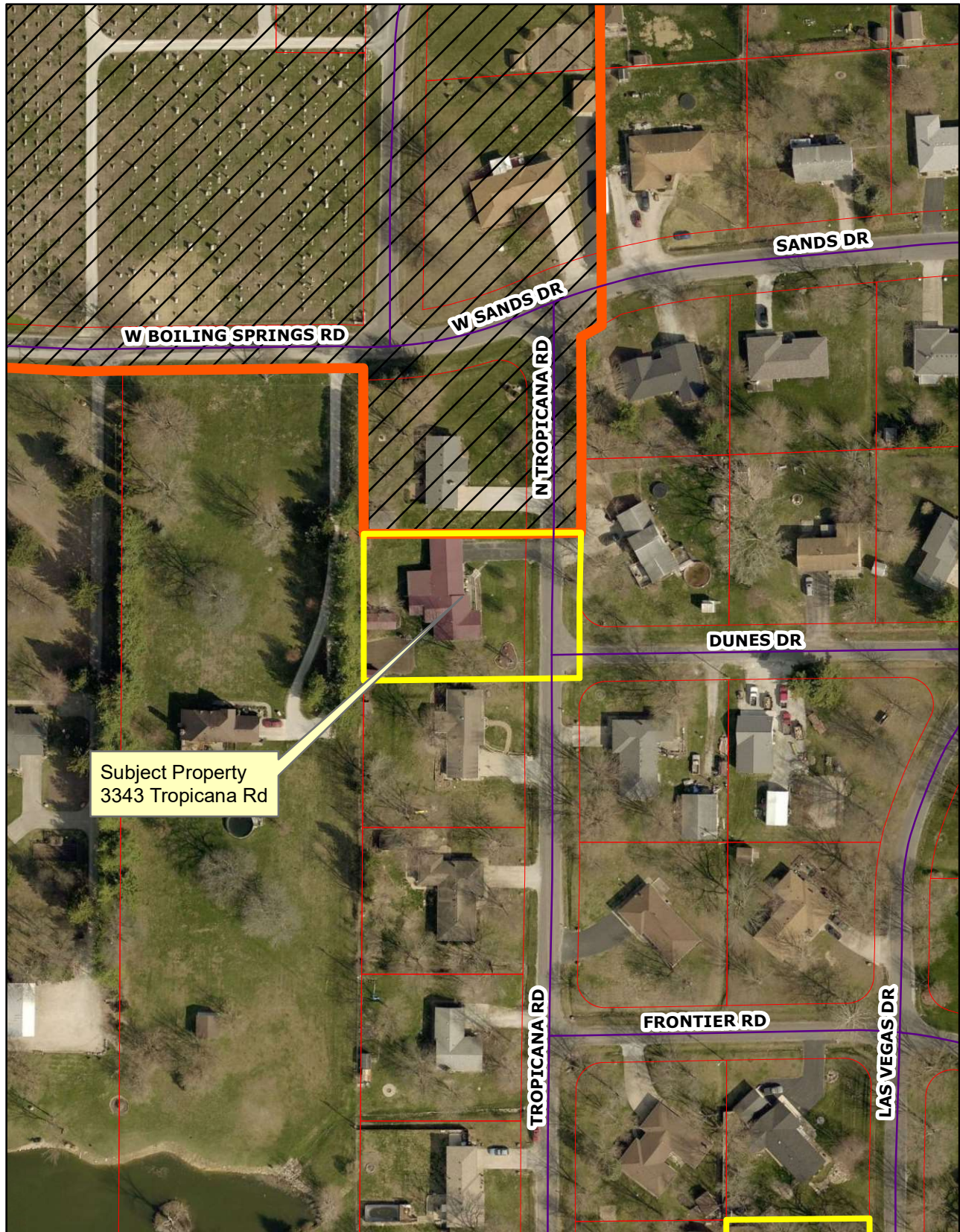
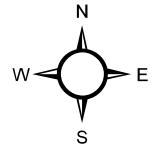
ORDINANCE NO: _____

DATE: _____ Page 185 of 214

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Property Proposed To Be Annexed Vicinity Map For 3343 Tropicana Rd



Public Works

DATE: 4/18/2019

MEMO: 2019-25

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory-2229 Captain Lane

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 2229 Captain Lane be approved.

BACKGROUND:

The subject property adjoins Decatur City limits on the east. The west, north and south property is in the County. The lot contains approximately 0.658 acres. The lot is improved with a residence. The following information is relevant to the areas in question:

1. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 3.9 miles and 8.5 minutes, respectively.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: The plat and annexation request have been reviewed by Engineering, Finance, Fire, Legal, Macon County Health Department, Municipal Services Division, Planning & Building Services, Neighborhood Services, and Water Services. All the reviewers recommend the annexation be approved.

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

BUDGET/TIME IMPLICATIONS: Based on current assessed value, from the Finance Department, approximately \$307 in real estate, \$67 in motor fuel and \$206 in state income taxes may be realized annually by annexing the property.

ATTACHMENTS:

Description	Type
2019-25 Ordinance Annexing Territory- 2229 Captain Lane	Ordinance
2019-25 2229 Captain Lane Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2229 CAPTAIN LANE**

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

LOT FORTY-SIX (46) OF WILCOX WAYSIDE FARMS ADDITION, SITUATED IN MACON COUNTY, ILLINOIS. COMMONLY KNOWN AS 2229 CAPTAIN LANE.

PIN # 04-12-05-304-016

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Janet L. Polley

Thomas A. Polley

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2229 Captain Lane, and legally described as follows:

LOT FORTY-SIX (46) OF WILCOX WAYSIDE FARMS ADDITION

PIN # 04-12-05-304-016 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Janet L. Polley
Thomas A. Polley

Janet L. Polley
THOMAS A. Polley

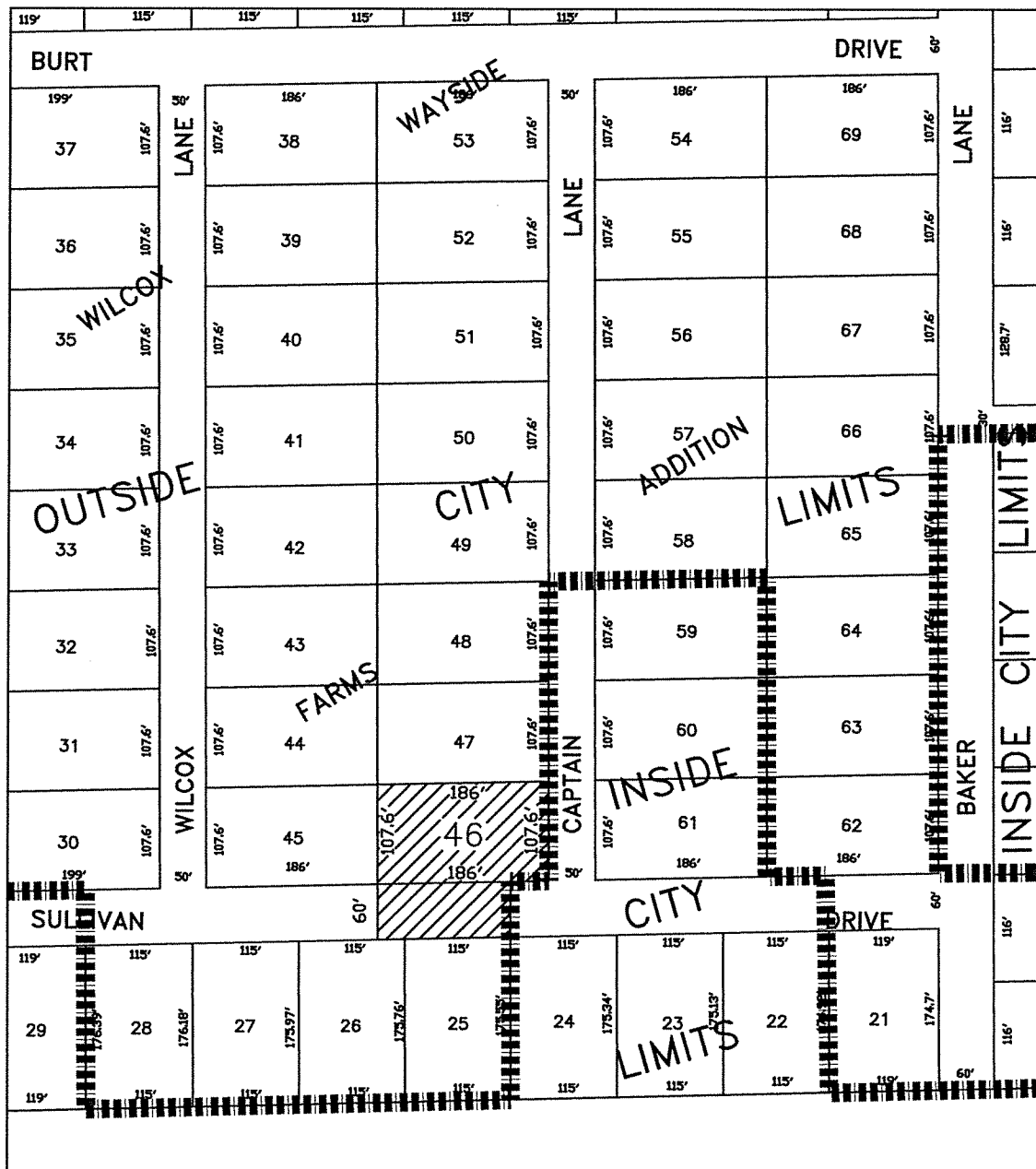
2229 Captain Ln. Decatur IL.
2229 Captain Ln. Decatur IL. 62526

Signed and sworn to before me this 18 day of March, 20 19

Tara R. Bachstein
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2229 CAPTAIN LANE



indicates territory annexed



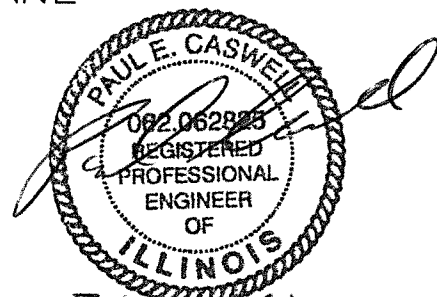
indicates existing corporate limits

0.658± acres

AREA 0.001± sq. miles

144± lin. ft. of public road

DECATUR township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

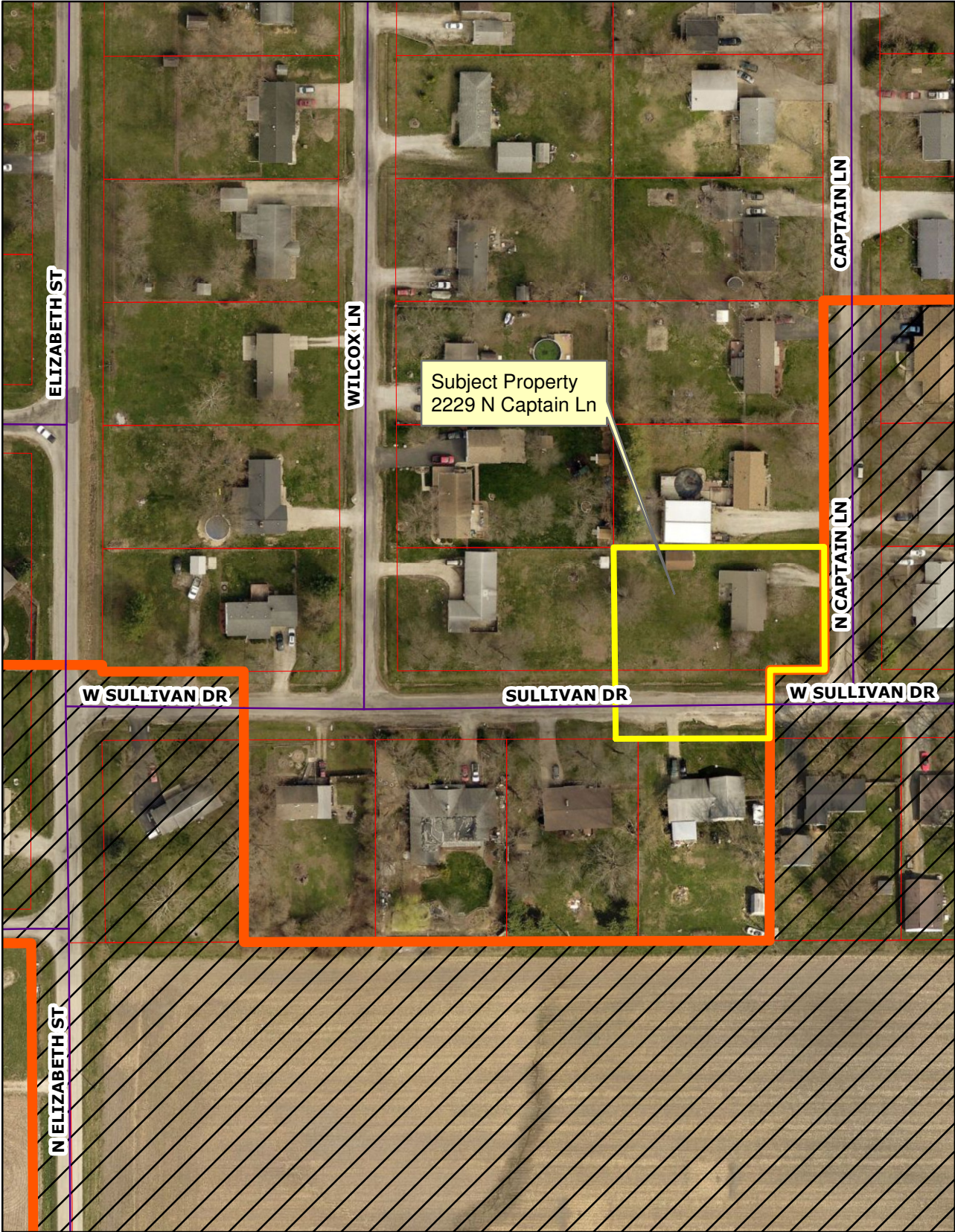
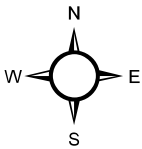
ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed To Be Annexed
Vicinity Map For 2229 N Captain Ln



Public Works

DATE: 4/18/2019

MEMO: 2019-26

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory-2383 West Ash Avenue

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 2383 West Ash Avenue be approved.

BACKGROUND:

The subject property adjoins Decatur City limits on the west. The east, north and south property is in the County. The lot contains approximately 1.45 acres. The lot is improved with a residence. The following information is relevant to the areas in question:

1. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 4.9 miles and 5.0 minutes, respectively.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: The plat and annexation request have been reviewed by Engineering, Finance, Fire, Legal, Macon County Health Department, Municipal Services Division, Planning & Building Services, Neighborhood Services, and Water Services. All the reviewers recommend the annexation be approved.

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

BUDGET/TIME IMPLICATIONS: Based on current assessed value, from the Finance Department, approximately \$1,210 in real estate, \$67 in motor fuel and \$206 in state income taxes may be realized annually by annexing the property.

ATTACHMENTS:

Description	Type
2019-26 Ordinance Annexing Territory- 2383 West Ash Avenue	Ordinance
2019-26 2383 West Ash Avenue Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2383 WEST ASH AVENUE**

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

LOT 2 GARVER ESTATES SECOND ADDITION, SITUATED IN MACON COUNTY, ILLINOIS.
COMMONLY KNOWN AS 2383 WEST ASH AVENUE.

PIN # 07-07-29-428-003

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

BONNIE C HAWKINS

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2383 West Ash Avenue, and legally described as follows:

LOT 2 GARVER ESTATES SECOND ADDITION

PIN # 07-07-29-428-003

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Bonnie C Hawkins

BONNIE C HAWKINS

2383 W. ASH AVE.

DECATUR IL 62526

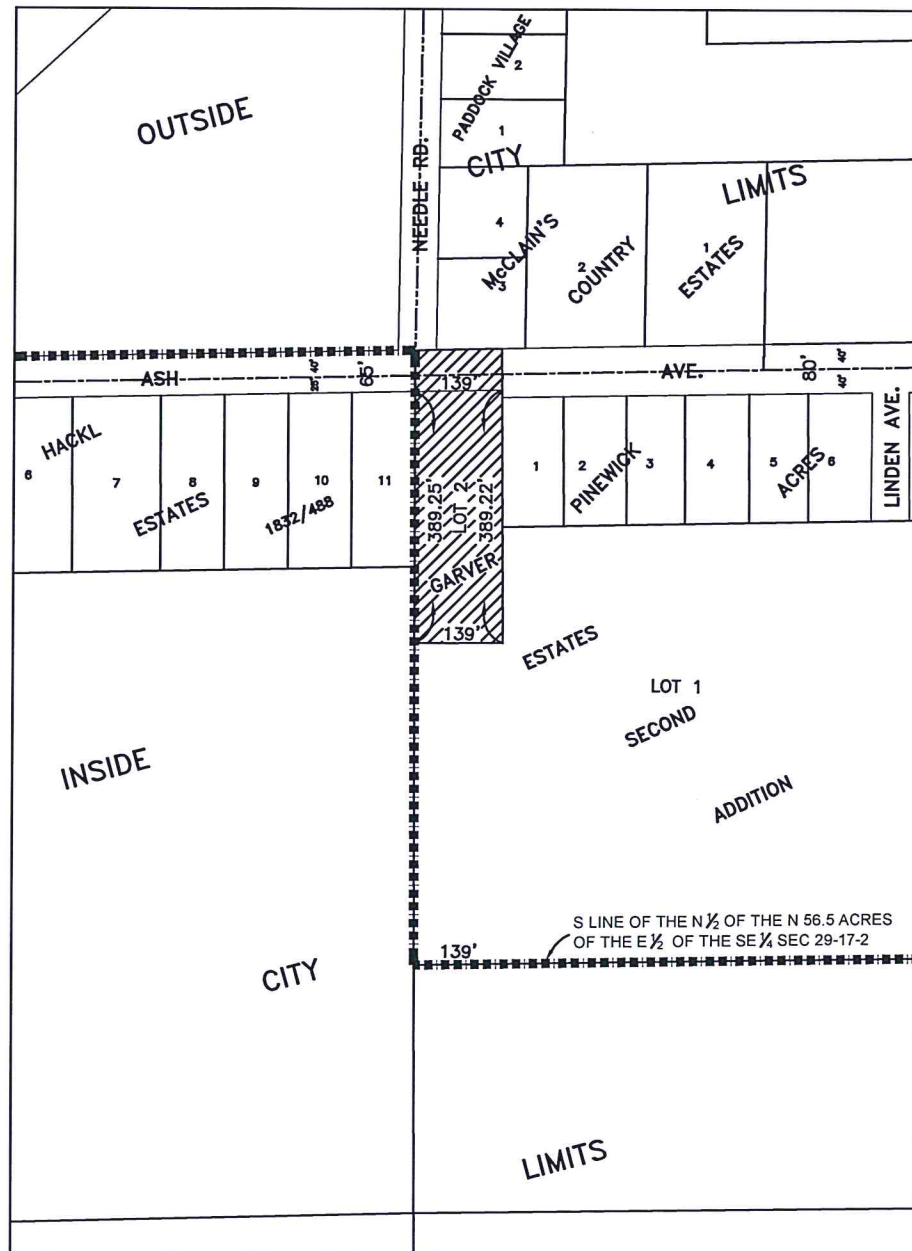
Signed and sworn to before me this 25th day of March, 20 19

Tara R Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2383 WEST ASH AVENUE



indicates territory annexed



indicates existing corporate limits

1.45± acres

AREA 0.0023± sq. miles

139± lin. ft. of public road

HICKORY POINT township



N.T.S.



DIRECTOR OF PUBLIC WORKS— DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2019

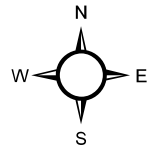
ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed To Be Annexed Vicinity Map For 2383 W. Ash Ave.



Public Works

DATE: 4/18/2019

MEMO: 2019-27

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory-3309 Greenview Drive

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 3309 Greenview Drive be approved.

BACKGROUND:

The subject property adjoins Decatur City limits on the north. The east, west and south property is in the County. The lot contains approximately 0.724 acres. The lot is improved with a residence. The following information is relevant to the areas in question:

1. City water is currently available and connected to the subject property. The property is being annexed due to a water service agreement.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 5.2 miles and 5.0 minutes, respectively.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to the City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: The plat and annexation request have been reviewed by Engineering, Finance, Fire, Legal, Macon County Health Department, Municipal Services Division, Planning & Building Services, Neighborhood Services, and Water Services. All the reviewers recommend the annexation be approved.

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

BUDGET/TIME IMPLICATIONS: Based on current assessed value, from the Finance Department, approximately \$671 in real estate, \$67 in motor fuel and \$206 in state income taxes may be realized annually by annexing the property.

ATTACHMENTS:

Description	Type
2019-27 Ordinance Annexing Territory- 3309 Greenview Drive	Ordinance
2019-27 3309 Greenview Drive Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3309 GREENVIEW DRIVE**

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

LOT FORTY-FOUR (44) OF SOUTH HILLTOP SUBDIVISION, SITUATED IN MACON COUNTY, ILLINOIS. COMMONLY KNOWN AS 3309 GREENVIEW DRIVE.

PIN # 17-12-33-302-005

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Rebecca A. Westwater

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3309 Greenview Drive, and legally described as follows:

LOT FORTY-FOUR (44) OF SOUTH HILLTOP SUBDIVISION

PIN # 17-12-33-302-005 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Rebecca A. Westwater Rebecca A. Westwater 3309 Greenview Dr.
Decatur, IL 62521

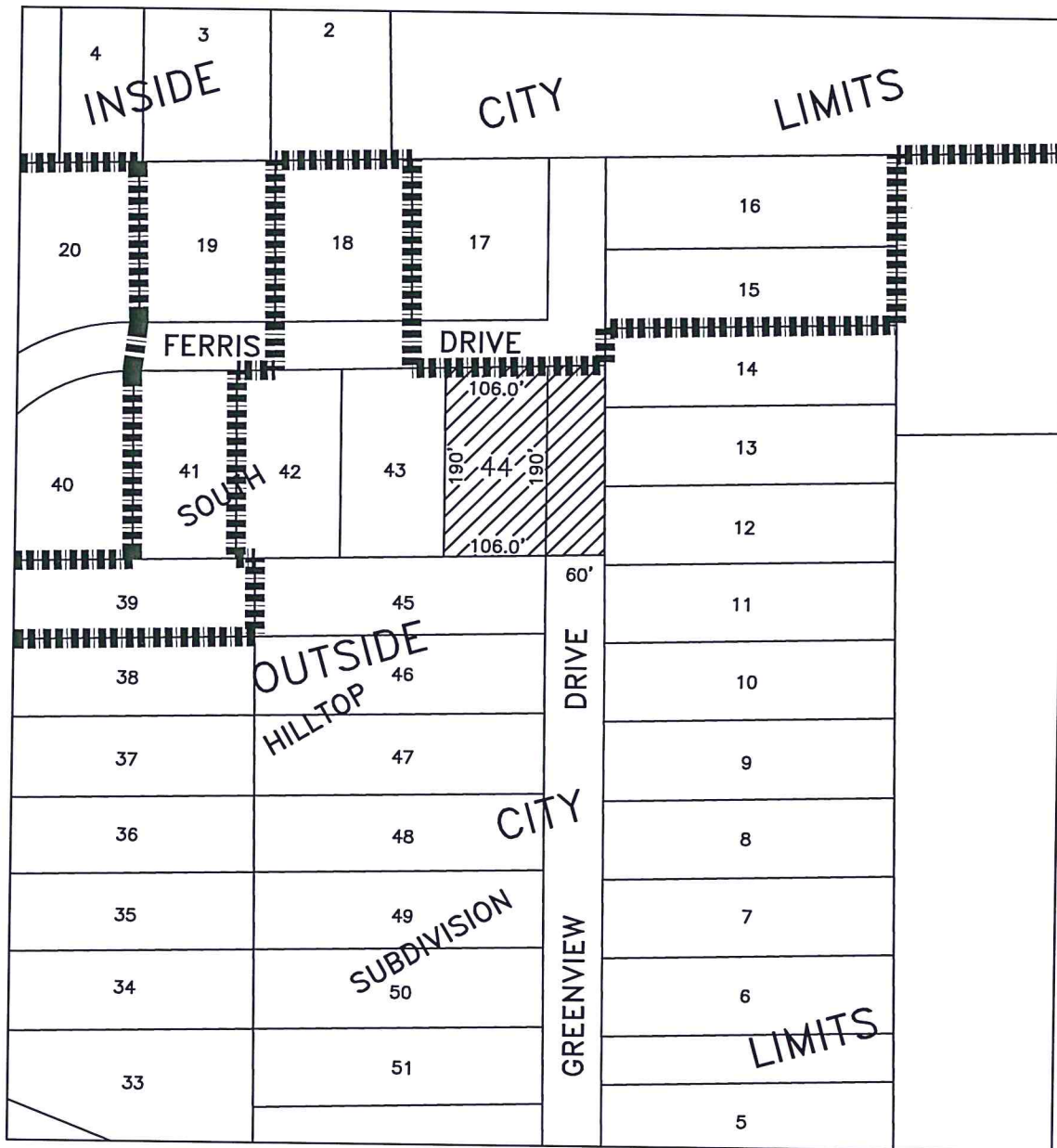
Signed and sworn to before me this 25th day of March, 20 19

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3309 GREENVIEW DRIVE



indicates territory annexed



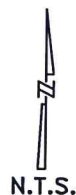
indicates existing corporate limits

0.724± acres

AREA 0.0011± sq. miles

190± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



DIRECTOR OF PUBLIC WORKS- DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2019

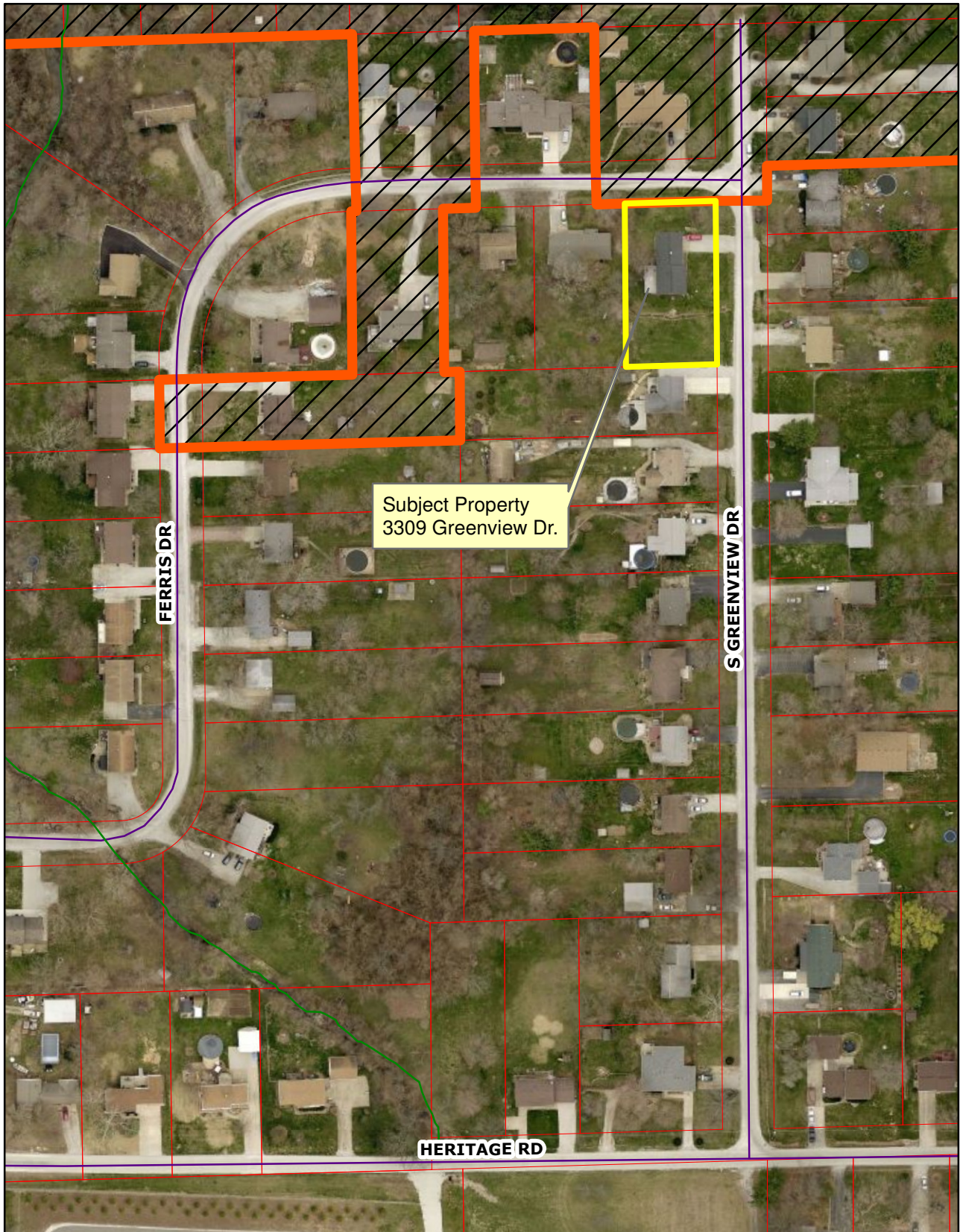
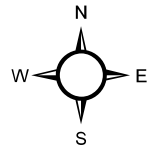
ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Property Proposed To Be Annexed Vicinity Map For 3309 Greenview Dr.



Public Works

DATE: 4/18/2019

MEMO: 2019-28

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory-2580 South Forest Crest Road

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 2580 South Forest Crest Road be approved.

BACKGROUND:

The subject property adjoins Decatur City limits on the north, south and east. The west property is in the County. The lot contains approximately 0.645 acres. The lot is improved with a residence. The following information is relevant to the areas in question:

1. City water is currently available and connected to the subject property. The property is being annexed due to a water service agreement.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 4.1 miles and 5.0 minutes, respectively.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: The plat and annexation request have been reviewed by Engineering, Finance, Fire, Legal, Macon County Health Department, Municipal Services Division, Planning & Building Services, Neighborhood Services, and Water Services. All the reviewers recommend the annexation be approved.

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

BUDGET/TIME IMPLICATIONS: Based on current assessed value, from the Finance Department, approximately \$509 in real estate, \$67 in motor fuel and \$206 in state income taxes may be realized annually by annexing the property.

ATTACHMENTS:

Description	Type
2019-28 Ordinance Annexing Territory- 2580 South Forest Crest Road	Ordinance
2019-28 2580 South Forest Crest Road Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2580 SOUTH FOREST CREST ROAD**

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

THE NORTH 104 FEET OF THE WEST 250 FEET OF THE SOUTH 2.25 ACRES OF THE NORTH 15 ACRES OF THE WEST ½ OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M., SITUATED IN MACON COUNTY, ILLINOIS. COMMONLY KNOWN AS 2580 SOUTH FOREST CREST ROAD.

PIN # 17-12-29-426-008

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

JERRY A. GREEN

HELEN K. GREEN

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2580 Forest Crest Drive, and legally described as follows:

THE NORTH 104 FEET OF THE WEST 250 FEET OF THE SOUTH 2.25 ACRES OF THE NORTH 15 ACRES OF THE WEST ½ OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M.

PIN # 17-12-29-426-008 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Jerry A. Green

JERRY A. GREEN

2580 S. FOREST CREST RD DECATUR

Helen K. Green

HELEN K. GREEN

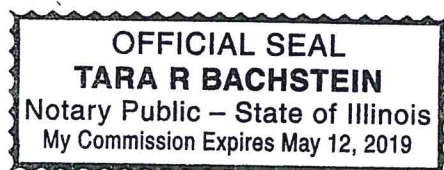
2580 S. FOREST CREST RD DECATUR
ILL

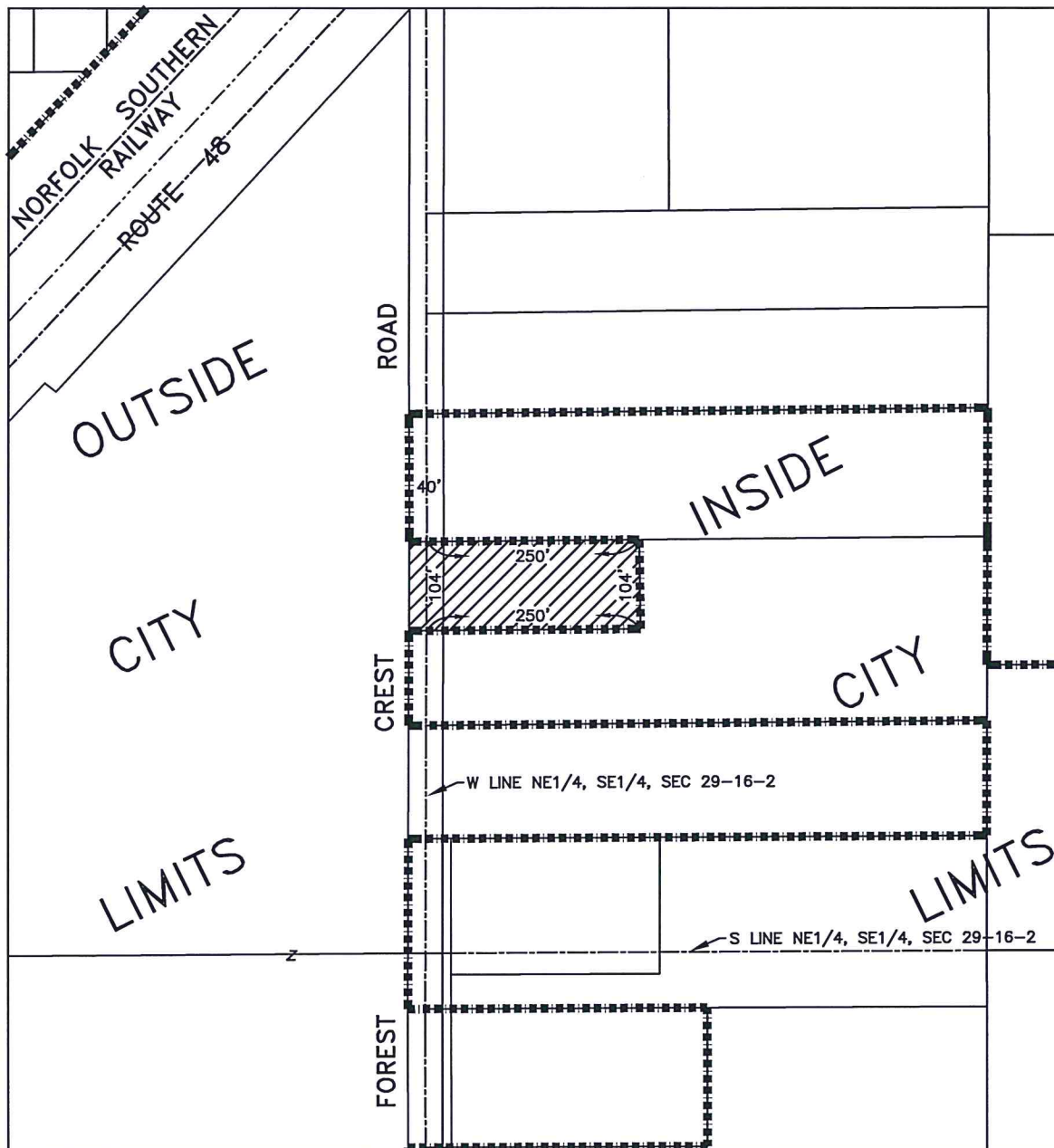
Signed and sworn to before me this 27th day of March, 20 19

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2580 FOREST CREST ROAD



indicates territory annexed



indicates existing corporate limits

0.645± acres

AREA 0.001± sq. miles

104± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



DIRECTOR OF PUBLIC WORKS— DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Property Proposed To Be Annexed Vicinity Map For 2580 Forest Crest Rd

