Monday, May 4, 2020
5:30 PM
City Council Chambers

AMENDED CITY COUNCIL AGENDA

NOTICE. MEETING MODIFICATION DUE TO COVID-19
Pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Illinois Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation, members of the Decatur City Council and senior staff will be participating in this meeting through a Zoom video and audio link. The Mayor and essential members of the City staff will be physically present in the City Council Chambers, and pursuant to Governor's Executive Order No. 2020-10 and CDC guidelines, no more than ten (10) people will be allowed in the City Council Chambers at any one time. Members of the media have been provided notice of this and other city meetings and may be given priority to attend the meeting. However, members of the media are encouraged to view the meeting remotely on the city's live video link, available on the city's website or via Government Channel 18. To facilitate media coverage, and after the meeting, in-person city representatives will make themselves available for comments and questions using social distancing. The City Council Chambers will be open to those wishing to personally attend through the normal public entrance on the west side of the Chambers, but no more than ten (10) people may be in the chambers at any one time, social distancing rules will be observed, and audience members must sit in the rear half of the seating area to create a separation zone between public seating and the in-person city participants of the meeting. The podium for Appearance of Citizens has been moved to the rear of the chamber. Persons arriving after ten (10) people have already entered the chambers will be asked to wait in the anteroom of the City Council Chambers where they can watch the live feed and wait until a seat is made available by the departure of one or more of the ten (10) people already in the chamber. Public comments can be emailed in advance of the meeting to the City Clerk at kalthoff@decaturil.gov, and will be provided to the City Council and others requesting them. Self-produced videos of no more than three minutes that include the name and image of the speaker, will be aired if they are received by the City Clerk by 3:00 pm on the day of the meeting and conform to the council's existing rules.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:
A 30-minute time period is provided for citizens to appear and express their views

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

III. Approval of Minutes

Approval of Minutes of April 20, 2020 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Submittal of the Application Dated May 4, 2020 for a Public Transportation Capital Assistance Grant under the IDOT's General Authority to Make Such Grants
2. Resolution Accepting a Grant from the Illinois Housing Development Authority's Affordable Housing Trust Fund Single Family Rehabilitation Program
3. Resolution Authorizing Five Year Extension of Agreement with Izaak Walton League of America, Decatur, Illinois Chapter
4. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co, Inc. for 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2020-09
5. Resolution Authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the Relocation of Utilities and the Purchase of Right of Way for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-00933-01-BR
6. Resolution Accepting the Bid Price of Jandi Services for Oakley Sediment Basin Mowing Services
7. Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for MUNIS Enterprise Financial Software System Suite
8. Resolution Authorizing Approval to Renew Annual License and Support Agreement from ESRI for Geographical Information System (GIS)
9. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Lime Sludge Removal with Evergreen F.S., Inc. - City Project - PUR2020-03

VI. Other Business

VII. Adjournment

Council Information - Lake Decatur Watershed Protection Program 1st Quarter Report

SUBJECT: Approval of Minutes of April 20, 2020 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of April 20, 2020 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, April 20, 2020

On Monday, April 20, 2020 the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, David Horn and Chuck Kuhle participating through electronic attendance pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

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

The minutes of the April 6, 2020 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

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

Finance Director Gregg Zientara presented the Treasurer's Financial Report. A study session will likely occur in early May to discuss the financial impact COVID-19 has placed on the city's budget.

2020-65 Ordinance Regarding Renewal of Liquor Licenses Supplementing Ordinance Declaring Emergency Pursuant to Chapter 46 of the City Code of the City of Decatur, Illinois Pertaining to a Public Health Emergency Caused by the COVID-19 Virus, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

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

R2020-61 Resolution Appointing a New Bond Underwriter - Robert W. Baird & Co. Incorporated, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-62 Resolution Authorizing FTA Capital Grant Agreement, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Deputy City Manager Jon Kindseth gave a brief overview of the Resolution.

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

2020-66 Ordinance Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, and Related Matters, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

Planning and Development Manager Greg Crowe gave a brief overview of the Ordinance.

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

R2020-63 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for the Storm Drainage Project – 2802 N Main Street Junction Chamber, City Project 2015-21, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-64 Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality Under the Illinois Highway Code, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Public Works Director Matt Newell responded to questions from Council relating to salt usage costs and the performance of the pothole repair machine.

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

R2020-65 Resolution Authorizing the Purchase of Right-of-Way on the Southeast Corner of Water Street and King Street from Community Health Improvement Center d/b/a Crossing Healthcare, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

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

Item A. 2020-67 Ordinance Annexing Territory 1505 West Ash Avenue
Item B. 2020-68 Ordinance Annexing Territory 3346 Burt Drive
Item C. 2020-69 Ordinance Annexing Territory 2442 Captain Lane
Item D. 2020-70 Ordinance Annexing Territory 2393 Carriage Lane
Item E. 2020-71 Ordinance Annexing Territory 3939 West Division Street
Item F. 2020-72 Ordinance Annexing Territory 3432 Greenview Drive
Item G. 2020-73 Ordinance Annexing Territory 3435 Greenview Drive
Item H. 2020-74 Ordinance Annexing Territory 2295 Hulett Drive
Item I. 2020-75 Ordinance Annexing Territory 2440 Hulett Drive
Item J. 2020-76 Ordinance Annexing Territory 2444 Hulett Drive
Item K. 2020-77 Ordinance Annexing Territory 4240 Needle Road
Item L. 2020-78 Ordinance Annexing Territory 2090 Solar Avenue
Item M. 2020-79 Ordinance Annexing Territory 3155 North Westlawn Avenue
Item N. 2020-80 Ordinance Annexing Territory 3220 North Westlawn Avenue
Item O. 2020-81 Ordinance Annexing Territory 2476 Wilcox Lane
Item P. 2020-82 Ordinance Annexing Territory 1460 West Ash Avenue
Item Q. 2020-83 Ordinance Annexing Territory 3110 North Westlawn Avenue
Item R. Receiving and Filing of Minutes of Boards and Commissions

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

Mayor Moore Wolfe called for Other Business.

Mayor Moore Wolfe offered her appreciation to Senator Andy Manar, Senator Chapin Rose, and the Illinois Department of Public Health for their efforts in obtaining COVID-19 testing for Fair Havens Nursing Home staff and residents.

Councilman Kuhle thanked Mayor Moore Wolfe in her efforts of managing the COVID-19 crisis.

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

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

Approved _____________
Kim Althoff
City Clerk

City Manager

DATE: 5/4/2020

MEMO:

TO: Mayor Julie Moore Wolfe and City Council

FROM: Deputy City Manager, Jon Kindseth

SUBJECT: 2020 Public Transportation Capital Assistance Grant

ATTACHMENTS:

Description	Type
Memo for Capital Assistance Grant 2020	Cover Memo
Resolution	Resolution Letter

OFFICE OF THE MAYOR
MEMORANDUM

May 4, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot, Wrighton, City Manager
Jon Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator
Michelle Alexander, Grants and Procurement Manager

SUBJECT: Resolution Authorizing Submittal of the Application dated May 4, 2020 for a Public Transportation Capital Assistance Grant Under IDOT's General Authority to Make such Grants.

RECOMMENDATION: It is recommended that this item be approved and application submitted.

BACKGROUND: The City of Decatur is making application to the (IDOT) Illinois Department of Transportation for Capital Assistance Grant funding. The amount applied for this fiscal year is $1,140,000. These funds will cover the costs for repairs or replacements of items that the Federal government has asked transit systems, to list on their mandated Transit Asset Management plan. These items are also accounted in the (CNA) Capital Needs Assessment survey, that is submitted annually, to Illinois Department of Transportation. IDOT, utilizes this information to determine capital projects that will receive funding. The projects that we have included in this application consist of, a new farebox collection system that will integrate with apps such as mobile ticketing and provide less contact and more efficient fare payments, extending previous work on improving bus stop accessibility for individuals with disabilities, parking lot resurfacing at the Transit Administration building, HVAC replacement and/or renovation as warranted, replacement of work truck that is beyond its useful life and a tire lift system that will deliver safety and efficiency when changing tires, brakes and other maintenance purposes. These items are also included in the DUATS (TIP) Transportation Improvement Plan.

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 Jon Kindseth at 450-2323 or Jkindseth@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov; Michelle Alexander at 542-3559 or Malexander@decaturil.gov

BUDGET/TIME IMPLICATIONS: No local match required, entirely State funded Capital grant.

RESOLUTION NO. ____________

RESOLUTION AUTHORIZING SUBMITTAL OF THE APPLICATION DATED MAY 4, 2020 FOR A PUBLIC TRANSPORTATION CAPITAL ASSISTANCE GRANT UNDER THE IDOT'S GENERAL AUTHORITY TO MAKE SUCH GRANTS.

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That an application be made to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois (The Department), for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of the City of Decatur, Illinois

Section 2. That the City Manager of the City of Decatur, Illinos is hereby authorized and directed to sign and submit such application on behalf of the City of Decatur, Illinois.

Section 3. That the Grants and Procurment Manager of the City of Decatur, Illinos is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That Mayor of the City of Decatur, Il is hereby authorized and directed to execute on behalf of the City of Decatur the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That Mass Transit Administrator of the City of Decatur is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENTED AND ADOPTED this 4th day of May 2020.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim Althoff, City Clerk

Community Development

DATE: 5/4/2020

MEMO: No. 20-20

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Richelle D. Irons, Interim Director, Community Development
Vickie Buckingham, Neighborhood Services Administrator

SUBJECT:
Grant from the Illinois Housing Development Authority (IHDA)- Affordable Housing Trust Fund Single Family Rehab Program

SUMMARY RECOMMENDATION:
Staff recommends approval of the attached resolution to accept a state grant to assist with rehabilitation of owner-occupied houses.

BACKGROUND:
In February 2020, the City applied for IHDA grant funding as part of the Affordable Housing Trust Fund Single Family Rehab Program to assist with the local priority of rehabilitation of owner occupied structures and addressing blight in the community. The City was awarded a grant of $470,000 to assist in covering the cost of roof repair and/or replacement. The funding was provided as part of a competitive statewide application process based upon our being able to prove need, capacity, impact, and being ready to proceed.

Part of the grant administration process requires the passage of the attached resolution accepting the grant and providing authorization for staff to sign the required legal documents.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:
Illinois Housing Development Authority

STAFF REFERENCE: Any additional questions may be forwarded to Richelle D. Irons at 217-424-2864 (rirons@decaturil.gov) or Vickie Buckingham at 217-424-2777 (vbuckingham@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. 2020- ____________________

RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S AFFORDABLE HOUSING TRUST FUND SINGLE FAMILY REHAB PROGRAM

WHEREAS, the City of Decatur (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Illinois Affordable Housing Program (the "Program").

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

Section 1. The Illinois Housing Development Authority has issued to the City of Decatur that certain Conditional Commitment Letter (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to issue a grant from the Illinois Affordable Housing Program to the City of Decatur in an amount not to exceed Four Hundred Seventy Thousand Dollars ($470,000) and the City of Decatur will use the Grant funds solely and exclusively for eligible activities in connection with Program and for no other purpose;

Section 2. That the Mayor of the Sponsor, the City Manager, Deputy City Manager and/or the Director of Community Development of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Commitment, the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement;

Section 3. That the Mayor, the City Manager, Deputy City Manager and/or Director of Community Development be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions;

Section 4. That the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed regarding the Grant and the Agreement, including those acts taken prior to the date hereof.

PRESENTED AND ADOPTED this ______ day of _________, 2020.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
CITY CLERK

TRUST FUND
SINGLE FAMILY
LOANS

April 24, 2020

City of Decatur
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attn: Julie Moore Wolfe, Mayor

Re: Conditional Commitment Letter (this "Letter")
Single Family Rehab Program
City of Decatur (STF-51681)

Dear Honorable Wolfe:

The Illinois Housing Development Authority ("IHDA") is the program administrator of the Illinois Affordable Housing Program (the "Trust Fund"), as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq*., as amended from time to time (the "Trust Fund Act"), and the rules promulgated under the Trust Fund Act, as amended and supplemented from time to time (the "Rules"). All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Trust Fund Act, and if not defined there, the meanings established in the Rules.

City of Decatur, an Illinois unit of local government ("Sponsor"), has applied to IHDA for, and IHDA agrees to make, funds available in the maximum amount of Four Hundred Seventy Thousand and 00/100 Dollars ($470,000.00) (the "Funds") from the Trust Fund, pursuant to Section 8 of the Trust Fund Act, to make forgivable mortgage loans ("Loans") to certain Low Income Households (defined as a household income at or below 80% of the area median income) and Very Low Income Households (defined as a household income at or below 50% of the area median income) in connection with making repairs (the "Rehabilitation") to their homes (the "Households") by (i) replacing costly maintenance items for the purpose of removing health and safety hazards (the "Health and Safety Rehabilitation"); or (ii) if no such health and safety hazards are present, repairing or replacing the roof to mitigate damage and deterioration so that the home is insurable (the "Roof Rehabilitation"), to approximately eighteen (18) single family homes (the "Homes"), located in Marion County, Illinois, to be identified at a later date (the "Project").

The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

A. <u>CONTINGENCIES</u>: IHDA's performance of its obligations under this Letter is contingent upon:

1. <u>Availability of Appropriations</u> (30 ILCS 500/20-60). IHDA shall use its best efforts to secure sufficient appropriations to fund the Loans. However, IHDA's obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to IHDA by the Illinois General Assembly to allow IHDA to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by IHDA, at IHDA's sole discretion, are insufficient to complete the Project. IHDA shall give the Sponsor notice of insufficient funding as soon as practicable. The Sponsor's obligation to perform shall cease upon receipt of the notice.

2. **Other Contingencies**. IHDA's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon the Sponsor's completion or satisfaction of each and all of the terms and conditions listed below to IHDA's sole satisfaction. IHDA's performance is also contingent upon its determination, in its sole discretion, on the Closing Date (as hereinafter defined) and each date thereafter upon which Funds are to be disbursed, that the (a) funds received from all sources listed above, plus any additional funds provided by the Sponsor or any other funding source, will be sufficient to complete the Rehabilitation of the Homes constituting the Project; and (b) Sponsor, its constituent or related entities, or its members, shareholders or other related individual, not being in default under the terms of any other loan or grant made by IHDA under the Trust Fund or any other IHDA program, or not having been in default under the terms of any other loan or grant made by IHDA under any IHDA program and failed to cure that default.

B. **GENERAL CONDITIONS:** This Letter and the Funds shall be subject to the terms and conditions of the Trust Fund Act, the Rules, the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq*., as amended from time to time (the "Act"), and the rules, policies and procedures now or hereafter adopted by IHDA pursuant to the Act, all as amended and supplemented from time to time. In addition, the Sponsor shall review and become familiar with the program requirements as set forth in that certain Trust Fund Single Family Rehabilitation with Roof-Only Option Program Manual (as amended and supplemented from time to time, the "Program Manual"). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request.

C. **TERMS AND CONDITIONS OF THE FUNDS:** The provision of the Funds shall be subject to the following terms and conditions:

1. **Amount of Funds.** The Funds shall be in the amount of FOUR HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS ($470,000.00).

2. **Conditions of Funds.** As set forth above, Loans to Low Income Households and Very Low Income Households for Health and Safety Rehabilitation shall (a) not exceed Forty-Five Thousand and No/100 Dollars ($45,000.00) each, (b) bear no interest, (c) have a term of five (5) years (as applicable, the "Term"), and (d) be forgiven at the rate of one-sixtieth ($1/60^{th}$) of the amount of the Loan at the end of each month throughout the Term. Loans to Low Income Households for Roof Rehabilitation shall (i) not exceed Sixteen Thousand Five Hundred and No/100 Dollars ($16,500.00) each, (ii) bear no interest, (iii) have a term of three (3) years (as applicable, the "Term"), and (iv) be forgiven at the rate of one thirty-sixth ($1/36^{th}$) of the amount of the Loan at the end of each month throughout the Term. The unforgiven, outstanding amount of each Loan shall be payable in accordance with the note and mortgage upon the earlier of (w) the sale or transfer of the Home, other than by inheritance to a co-owner of the Home or by operation of law upon the death of a joint tenant owner or to a spouse as a result of a divorce of co-owners or (x) the Home is no longer the principal residence of the Household or (y) a refinancing of the Home resulting in the Household being allowed to receive a cash payment. To the extent Loan funds are available, Households may transfer such available funds from Roof Rehabilitation to Health and Safety Rehabilitation if health and safety issues are discovered in the Home; however, these two rehabilitation options may not be combined and the total funding may not exceed Forty-Five Thousand and No/100 Dollars ($45,000.00) per Home.

3. Closing Date. The closing of the Funds shall occur at such time (the "Closing Date") as: (a) the Sponsor has satisfied all of the requirements set forth in this Letter, as determined in IHDA's sole discretion; and (b) IHDA has issued its internal closing memo authorizing the closing of the Funds. Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than **September 30, 2020** (the "Outside Closing Date"). **If the closing of the Funds does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

4. Purpose of Funds. The Sponsor shall enter into a funding agreement (the "Funding Agreement") with IHDA setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to, the following:

a. Use of Funds. The Sponsor shall use the Funds to make Loans to Households approved by the Sponsor to participate in the Project. The proceeds of the Loans shall be used to address health and safety issues of the property or to mitigate roof damage and deterioration so that the property is insurable. Funds may not be used for institutional properties, but must be for independently-owned residences.

b. Conditions of Loans. As set forth in **Paragraph C.2**, along with the other conditions provided herein, the Loans shall not exceed Forty-Five Thousand and No/100 Dollars ($45,000.00) each for Health and Safety Rehabilitation or Sixteen Thousand Five Hundred and No/100 Dollars ($16,500.00) each for Roof Rehabilitation. Each Loan shall be governed by an Owner Agreement entered into by and between the Sponsor and the Household and further evidenced by a Note and a Mortgage from the Household, each in favor of IHDA.

c. Project Completion Date. All Loans shall be made no later than twenty-four (24) months of the Closing Date (the "Termination Date"). Any unexpended Funds as of the Termination Date shall be retained by IHDA.

5. Disbursement Date. Funds will be disbursed upon submission of payout documentation acceptable to IHDA, as more fully described in the Program Manual.

6. Funds Documents. Prior to the Closing Date, the Sponsor shall deliver to IHDA two (2) original copies of the Funding Agreement executed by the Sponsor and such other documents as IHDA may reasonably require, in its sole discretion. This Letter, the Funding Agreement, and all other documents governing or securing the Funds are collectively referred to in this Letter as, the "Funding Documents".

7. Sponsor's Eligible Fees.

a. The Sponsor may retain a maximum of five percent (5%) of the Funds for reimbursement of administrative costs (as further described in the Program Manual); provided, however, that such administrative costs are eligible costs to be determined by IHDA in its sole discretion.

b. The Sponsor may retain a portion of the Funds to pay for the administrative costs of each Project ("Project Delivery") (as further described in the Program Manual) in an amount not to exceed a fifteen percent (15%) of the total amount of (i) the respective Loan plus (ii) any and all soft costs of the respective Project (as defined in the Program Manual); provided, however, that the costs for Project Delivery are eligible costs to be determined by IHDA in its sole discretion.

8. Other Showings. Not less than ten (10) business days prior to the Closing Date, the Sponsor shall, at its sole cost and expense, deliver to IHDA, the following documents, in form and substance satisfactory to IHDA:

a. Resolution or ordinance of the Sponsor, certified by the clerk or other authorized municipal official acceptable to IHDA within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project; Certificate of Incumbency of the Sponsor indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Sponsor, as of a date within thirty (30) days prior to the Closing Date;

b. Participant Selection Plan;

c. Drug-Free Workplace Certification in the form attached to this Letter as **Exhibit A**;

d. Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**; and

e. Any and all other documents and showings requested by IHDA or its counsel, in their sole discretion.

9. Privacy Act Certification. The Sponsor certifies, to the best of its knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy ("Privacy Policy") that: (a) complies with the Gramm-Leach-Bliley Act (the "GLB Act"); (b) complies with the Federal Trade Commission's established policies and procedures for safeguarding information for applicants and individual participants ("Participants") of the Project (the "Safeguard

Rule"); (c) includes appropriate measures to dispose of applicants' and Participants' information in compliance with the foregoing (the "Disposal Rule"); and (d) complies with the Personal Information Act (the "PIP Act") (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act shall be collectively referred to herein as the "Privacy Legislation").

The Sponsor additionally certifies, to the best of its knowledge and belief, that the undersigned's Privacy Policy: (i) creates a form of privacy notice that is in compliance with the Privacy Legislation ("Privacy Notice); (ii) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Sponsor regardless of whether or not a loan is extended to this individual; (iii) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing Participants under the Project and yearly thereafter for the duration of the relationship with the Participants; (iv) provides that if the Sponsor changes its Privacy Policy that the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Participants; and (v) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Sponsor by IHDA.

The Sponsor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

D. LIMITATIONS ON USE OF THE FUNDS. All of the Homes shall be occupied by Low Income Households or Very Low Income Households. A copy of the current income guidelines is available on IHDA's website at https://www.ihda.org/my-community/revitalization-programs. The Sponsor shall obtain evidence, satisfactory to IHDA, of each prospective Household's income prior to the disbursement of any Loan.

E. GENERAL PROVISIONS.

1. Assignment. This Letter is not assignable by the Sponsor, in whole or in part.

2. Termination. If the closing of the provision of the Funds does not take place on or before the Outside Closing Date, this Letter shall immediately terminate and be of no further force and effect.

3. No Personal Liability. No member, officer, agent or employee of IHDA or the Trust Fund Advisory Commission, or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.

4. Indemnification of IHDA. The Sponsor agrees to defend and indemnify and hold harmless IHDA from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that IHDA may incur or suffer by reason of or in connection with the Project. The Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of the Sponsor under this **Paragraph E.4** shall survive the provision of the Funds.

5. **<u>State Debt</u>.** By signing and accepting this Letter, the Sponsor is hereby declaring and certifying that it and its affiliates and related entities are not delinquent in the payment of any debt to the State of Illinois (or if delinquent, has entered into a deferred payment plan to pay the debt) and the Sponsor and its affiliates and related entities acknowledge that IHDA may declare this Letter null and void if this certification is false or if the Sponsor, its affiliates or related entities later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

6. **<u>Time for Acceptance</u>.** The terms and conditions of this Letter shall not become effective unless the Sponsor unconditionally accepts it by executing two (2) copies of this Letter in the space provided below and returning them to the Illinois Housing Development Authority, 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, Attention: Legal Department, within sufficient time so that IHDA actually receives them within fourteen (14) days of the date of this Letter. If not accepted unconditionally and received by IHDA as provided above, this Letter shall automatically become void and of no legal effect.

7. **<u>Publicity</u>.** IHDA reserves the right to publicize the issuance of this Letter and the provision of the Funds. The Sponsor agrees that IHDA may use photographs of the interior and exterior of the Project for its future marketing and public relations purposes. The Sponsor shall notify IHDA immediately of any formal publicity in connection with the Project that is arranged or promoted by the Sponsor or any other party participating in the financing or development of the Project. Formal publicity includes, but is not limited to, participation in news conferences and media events such as ground breaking and dedication ceremonies. IHDA shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. The use of IHDA's name in any signage, advertising or in any other manner is subject to IHDA's prior written consent.

8. **<u>Survival of Obligations</u>.** The Sponsor's obligations as set forth in this Letter shall survive the Closing Date and the Sponsor shall continue to cooperate with IHDA and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, IHDA shall determine which document shall control.

9. **<u>Notices</u>.** Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

The Sponsor:

City of Decatur
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attn: Julie Moore Wolfe, Mayor

IHDA:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attn: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) days after proper deposit with the United States Postal Service.

10. Errors and Omissions. IHDA reserves the right, in its sole and absolute discretion, to change or insert terms and conditions contained in this Letter which are incorrect or which were omitted herein, based upon errors and omissions of IHDA.

11. Counterparts. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. IHDA reserves the right, in its sole and absolute discretion, to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Sponsor, hereby waives any rights to object to the validity of their signature based upon IHDA's determination as aforesaid.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: ___________________________________
Kristin Faust, Executive Director

Signed on ___________________, 2020

Approved as to form:

By:____
Maureen G. Ohle, General Counsel

By:____
Edward Gin, Chief Financial Officer

Accepted by the Sponsor this

____ day of ___________________, 2020

CITY OF DECATUR,
an Illinois unit of local government

By:____________________________
Name: _________________________
Its:_____________________________

Exhibits:

A: Drug-Free Workplace Certification

B: Taxpayer Identification Number Certificate

EXHIBIT A

STATE OF ILLINOIS

Drug Free Workplace Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee’s or contractor’s policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF DECATUR,
Printed Name of Organization

____
Signature of Authorized
Representative

____
Printed Name and Title ___________________
Date: __________________________

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

- *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
- *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
- *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
- *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
- *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: ____

Business Name: ____

Taxpayer Identification Number:

Social Security Number ____

OR

Employer Identification Number ____

Legal Status (*check one*):

☐ Individual

☐ Sole Proprietor

☐ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing medical and/or health care services

☐ Corporation NOT providing or billing medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)

☐ D = disregarded entity
☐ C = corporation
☐ P = partnership

Signature: ____ **Date:** ________

DATE: 4/24/2020

MEMO: 2020-86

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Work Director
Keith Alexander, Water Production Manager

SUBJECT: Resolution Authorizing Five Year Extension of Agreement with Izaak Walton League of America, Decatur, Illinois Chapter

SUMMARY RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution authorizing a five year extension of the agreement with Izaak Walton League of America, Decatur, Illinois Chapter.

BACKGROUND:
Since 1954 the Izaak Walton League of America, Decatur, Illinois Chapter (Izaak Walton) has had an agreement with the City to use approximately 4 acres of City owned property for recreational camping, boat docks, boat ramp, fishing and miscellaneous club functions. The site is located south of Rea's Bridge Road on the east shore of Lake Decatur adjacent to Angle Crossing Road (also called Sangamon Road).

The current agreement approved by the City Council in 2005 provides for Izaak Walton to request five-year extensions of the agreement. In 2010 and 2015, these extensions were approved administratively by staff. Staff considered it to be prudent for Council to be reminded of the 15 year old agreement and approve the 2020 5-year extension, and determine whether the lease should be extended, as is their prerogative under the terms of the original 2005 lease.

A copy of the agreement with a site map on the last page is attached. Per the agreement, Izaak Walton also provided a current list of officers, 2019 monthly financial reports and insurance and liability coverage.

As required by the agreement, Izaak Walton annually reimburses the City for the real estate taxes assessed on the 4 acre site. Last year's reimbursement was $670.48. The City also receives annual pier (dock) permit fees from Izaak Walton for docks at the site. Last year's fees were $1,260.00.

Izaak Walton properly manages and maintains the site and abides by the agreement's requirements. Therefore, City staff recommends that the five-year extension be approved.

PRIOR COUNCIL ACTION:
On May 16, 2005 the City Council approved the Izaak Walton agreement.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:
Wendy Morthland, Corporation Counsel, Gregg Zientara, Finance Director.

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

BUDGET/TIME IMPLICATIONS:
There are no significant budget implications. Izaak Walton would like the extension approved so members can prepare the site for the upcoming camping season.

COPY: Steve Wooten, Izaak Walton League of America, Decatur, Illinois Chapter President

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. ____________

RESOLUTION AUTHORIZING FIVE YEAR EXTENSION OF AGREEMENT WITH IZAAK WALTON LEAGUE OF AMERICA, DECATUR, ILLINOIS CHAPTER

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

Section 1. That a Five Year Extension to the Agreement between Izaak Walton League of America, Decatur, Illinois Chapter, and the City of Decatur, Illinois, attached hereto as Exhibit A, be authorized.

Section 2. That the term of the Five Year Extension is May 16, 2020 to May 15, 2025.

PRESENTED and ADOPTED this 4th day of May 2020.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

AGREEMENT

THIS AGREEMENT made and entered into this 16th day of May, 2005 by and between the City of Decatur, a municipal corporation, hereinafter referred to as City and Izaak Walton League of America, Decatur, Illinois Chapter hereinafter referred to as Izaak Walton.

WITNESSETH:

WHEREAS, Izaak Walton is organized for the purpose of conserving, maintaining, protection and restoring the natural resources of the United States of America, including particularly, but not exclusively, forests, soil, waters and wildlife. To promote means and opportunities for the education of the public with respect to such resources and the enjoyment and wholesome utilization thereof and

WHEREAS, Izaak Walton desires to use approximately 4 acres of land owned by City in order to promote and advance said purposes, such land being hereinafter referred to as Premises and being described as follows:

> Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-Three (33), Township Seventeen (17) North, Range Three (3), East of the Third Principal Meridian, bounded on the North by Lake Decatur, on the East by the 80 foot County Highway right of way, on the South by the Decatur Park District, and on the West by Lake Decatur, as identified in Exhibit A.

WHEREAS, City is agreeable to the conditions and covenants hereinafter set forth,

All use of facilities or grounds shall be in the best interest of the public as shall be determined from time to time by the City Council of City.

NOW THEREFORE, in consideration of the above and the mutual covenants hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. **PERMISSION AND CONDITIONS:** City grants permission to Izaak Walton to use said premises on an annual basis, subject to the following covenants conditions:

   (A) Izaak Walton shall comply with and observe all of the applicable rules and regulations promulgated by City from time to time.

   (B) Izaak Walton shall use said premises only in connection with its purpose as set forth above.

   (C) Izaak Walton shall make no improvements, repairs or alterations of said premises without first obtaining the prior written consent of City. Where consent is granted by City, Izaak Walton shall provide adequate assurance that any plans and specifications submitted by it to City shall be strictly followed in the construction or erection of any such improvements, repairs or alterations, and in addition shall provide adequate assurances to City that all labor and materials utilized in connection with any such improvement, repair or alteration can and will be promptly paid. Any alterations or improvements shall be to the maximum extent feasible and usable by individuals with disabilities. Design, construction, or alterations shall conform to Americans with Disabilities Act Accessibility Guideline for buildings and facilities (ADAAG) App. A to 28 CFR part 36. In addition, Izaak Walton agrees and understands that any and all improvements, repairs or alterations made by it will be subject to the provisions of paragraph 3 following.

(D) Izaak Walton shall allow no harmful or illegal drugs to be sold, dispersed or used on said premises nor shall Izaak Walton permit any gambling thereon.

(E) In connection with its activities, Izaak Walton shall at all times keep said premises in clean, orderly and sanitary condition.

(F) Izaak Walton shall in no way discriminate against any person because of such person's race, color, creed, nationality or disability as defined in Section 3 of Americans with Disabilities Act of 1990.

(G) Izaak Walton shall provide the City with a Certificate of Insurance naming the City of Decatur as an added insured in all instances. Izaak Walton's insurance shall be primary. The minimum amounts of insurance shall be:

$1,000,000	Combined Single Limit for Bodily Injury and Property Damage
	or
$500,000	Bodily Injury per person
$1,000,000	Bodily Injury per occurrence
$500,000	Property Damage Liability per occurrence

In exchange for the use of the Premises, Izaak Walton agrees to indemnify and save harmless the City and its officers, agents and employees against any and all loss, damage, or expense of any kind whatsoever that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, and/or injury to, or death of any person or persons, including the officers, employees, agents, and volunteers of Izaak Walton, which may arise, or alleged to arise, in connection with the use and/or possession of said property by Izaak Walton, its representatives, or any other parties whatsoever, from the underwritten date forward.

(H) Izaak Walton shall notify the City of any conditions on the premises that are or could be considered a safety hazard.

(I) Premises is approximately 80% of the area of a parcel identified by the Macon County Supervisor of Assessments Office as ID #18-08-33-400-010. Izaak Walton shall annual pay the City 80% of the real estate tax bill due for this parcel, within 30 days written notice by the City, beginning with the 2003 tax bill, upon execution of this agreement.

2. **TERM RENEWAL:** The term of this agreement shall be for five years from the date hereof though Izaak Walton may request to extend said five year term for additional five year periods upon filing a written request for each additional five year extensions with City no later than 90 days prior to the expiration or each five year period provided Izaak Walton submits to City with each extension request a list of its current officers and their addresses and also furnishes at such time a report of its financial condition setting forth the sources of all of its income and expenditures.

Notwithstanding the above, it is agreed that the City may terminate this agreement or any extension thereof of any time hereafter by service of a 15 day written notice of such intention to so terminate, such notice to be served by certified mail and addressed to the then secretary of Izaak Walton at their last current address as listed by Izaak Walton. Service of such notice shall be presumed to have been made on the date said certified notice is post marked.

3. **REMOVAL OF IMPROVEMENTS, ETC.:** All improvements, alterations or repairs made by Izaak Walton on or to said premises shall remain on said premises upon the termination of this agreement as herein set forth unless City elects in writing to have same or part of same removed there-from in which event Izaak Walton agrees to remove those that are specified by City in any such election within 15 days following the date of termination of this agreement as herein above determined.

4. **ASSIGNMENT:** Izaak Walton agrees that this agreement may not be assigned or otherwise transferred by it to any other person or entity.

5. **PRIOR AGREEMENT:** This agreement supersedes, takes precedence over and nullifies all prior agreements between the two parties whether written, oral or implied and constitutes the full and complete agreements between the parties hereto.

6. **NOTICES:** Written correspondence between Izaak Walton and the City regarding this Agreement shall be mailed to: President, Izaak Walton League, Decatur, IL Chapter, 606 N. Carolina Ave., Decatur, IL 62522 and Director of Water Management, City of Decatur, #1 Gary Anderson Plaza, Decatur, IL, 62523.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed by their respective presidents and secretaries on the date here and above written.

CITY OF DECATUR

BY____________________
Mayor

Attest:

BY____________________
City Clerk

Izaak Walton League of America,
Decatur, Illinois Chapter

BY____________________
President

Attest:

BY____________________
Secretary

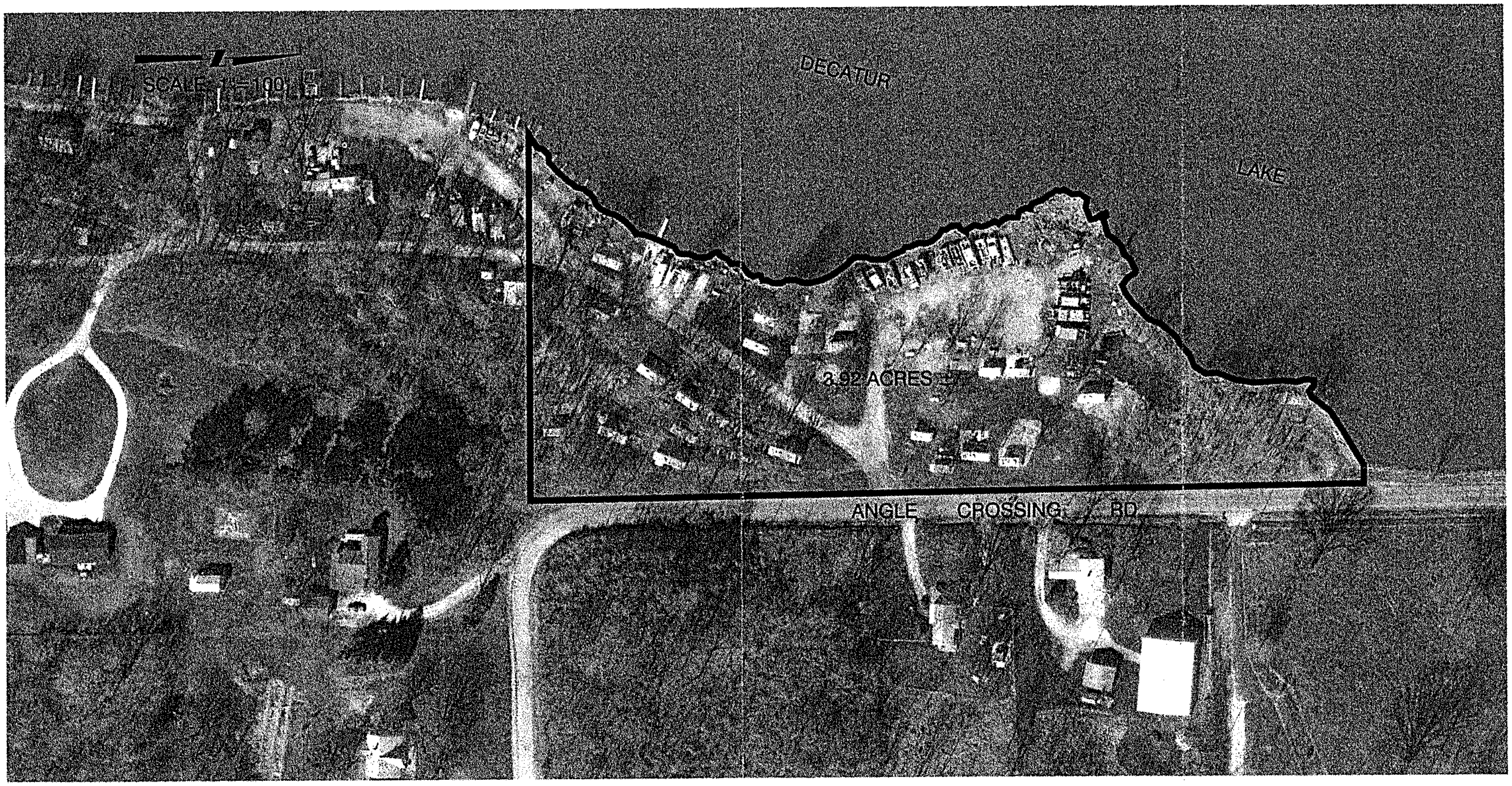

EXHIBIT A
IZAAK WALTON LEAGUE LEASE

Public Works

DATE: 4/23/2020

MEMO: 2020-88

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

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co, Inc. for 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2020-09

SUMMARY RECOMMENDATION: Please see attached Council Memo and related documents to City Project 2020-09 Miscellaneous Sanitary and Storm Sewer Improvements Project.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution Accepting Bid with Exhibit A	Resolution Letter
Council Bid Tab 2020-09	Backup Material

Public Works Memorandum
NO. 2020-88

DATE: **April 22, 2020**

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

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

SUBJECT: **Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co, Inc. for 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project,**
City Project 2020-09

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2020-09, to Entler Excavating Co, Inc., (Entler) as the lowest responsive and responsible bidder in the amount of $627,140.00 and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

PRIOR COUNCIL ACTIONS:

The Miscellaneous Sanitary & Storm Sewer Improvement Project is an annual project for the City and has been approved by the City Council for many years.

BACKGROUND:

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

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

The 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project primarily addresses priority numbers 3 and 4, system operation and maintenance and small diameter sewer rehabilitation. The project is an annual project prepared by the Public Works Department to assist with both emergency repairs and normal improvements to the City's sanitary sewer system.

Storm Sewer Priorities
The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

In April 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. In addition to providing for rapid response work for storm sewer problems, the 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project will address some of items 1 and 2 above.

Project Description
The 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project works to resolve sanitary and storm sewer concerns as they are identified through televised inspections, routine maintenance and public observation. This project enables the City to respond in a rapid manner as problems within the sanitary and storm sewer system arise and must be addressed quickly. Having unit bid prices in place for sewer repairs enables the City to move rapidly to address collapsed pipe or sink holes as they are located in the sewer system, and before they turn into major public problems. This also reduces the number of emergency time and material repair contracts that must be brought before the City Council.

The 2020 Miscellaneous Sanitary & Storm Sewer Improvement project will repair both storm and sanitary sewers under one contract. All the repair costs at each location will be separated between storm and sanitary improvements and will be paid for under the Sewer Fund (sanitary sewer work) or Stormwater Fund (storm sewer work). Approximately 80% of the project is expected to be sanitary sewer related and 20% of the project storm sewer related.

Public Letting Results
The project specifications were prepared by the Public Works Department. The project was advertised Wednesday April 1, 2020, and bids were opened on April 23, 2020. The results for the letting are as follows:

Bidder	Base Bid	Alt A Bid	Base +Alt A Bid Price	Compared to Engineer's Est. Over/(Under)
Entler Excavating Co., Inc.	**$586,355.00**	**$40,785.00**	**$627,140.00**	**(2.27%)**
Burdick Plumbing & Heating Co. Inc.	$614,675.00	$47,740.00	$662,415.00	2.45%
Engineer's Estimate	$599,980.00	$34,803.00	$634,783.00	-----

Two contractors took out bid packages and two contractors submitted a bid proposal for the 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project. Entler Excavating Company, Inc. provided the lowest responsive and responsible bid at 2.27% below the Engineer's Estimate. The 2020 storm sewer work will replace a failed storm sewer culvert across Country Club Rd at Sheridan Dr. and establishes unit prices for typical work items needed to complete sewer repairs.

Entler has successfully completed storm and sanitary sewer projects for the City. Staff recommends that the City Council approve a contract with Entler Excavating Company, Inc. to perform the 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project.

MINORITY PARTICIPATION GOALS:

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

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

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

Subcontracting is not required for a City project. Entler will self-preform an estimated 88.1% of the contract and subcontract 11.9% of the work for trucking, manhole adjustments, concrete patching with 0.6 % being performed by a Minority Business Enterprise. Entler provided documentation that a good faith effort was made to comply with the City's goals.

SCHEDULE:

Work on this project will begin in June and is to be completed by June 1, 2021.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is currently allocated from the Sanitary Sewer Fund at $486,355 for sanitary sewer work, and the Stormwater Fund at $140,785 for storm sewer and drainage work. The Sewer Fund is supported by sanitary sewer user fees and the Stormwater Fund is supported by stormwater utility fees. The total project cost is $627,140.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project.

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

INPUT FROM OTHER SOURCES: None

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

LEGAL REVIEW: The plans and specifications for the 2020 Miscellaneous Sanitary and Storm Sewer Improvement Project were forwarded to Legal for review on March 11, 2020.

This memorandum was prepared by Paul Caswell, P.E., City Engineer.

Attach: 2

RESOLUTION NO. ___________

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH ENTLER EXCAVATING CO. INC. FOR 2020 MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT CITY PROJECT 2020-09

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

Section 1. That the tabulation of bids received for City Project 2020-09, 2020 Miscellaneous Sanitary and Storm Sewer Improvement project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Co. Inc. in the amount of $627,140 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavating Company, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $627,140.

PRESENTED and ADOPTED this 4th day of May 2020.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2020 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2020-09

April 2020

a project of the

CITY OF DECATUR, ILLINOIS
PUBLIC WORKS DEPARTMENT

1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523

FOR BIDDING

CITY OF DECATUR

2020 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

CITY COUNCIL

Julie Moore Wolfe, Mayor

Rodney Walker	Pat McDaniel
Lisa Gregory	Bill Faber
Chuck Kuhle	David Horn

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

CITY OF DECATUR

2020 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2020-09

INDEX

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***10:00 a.m., Wednesday, April 22, 2020***, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2020 MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2020-09

The proposed project herein specified and described includes the following work:

This work shall consist of making point repairs in the City's storm and sanitary sewer system at various locations around the City including the installation of new manholes as required. This project will perform a majority of the City's rapid response storm and sanitary sewer system repairs through June 1, 2020, along with any additional storm and sanitary sewer repair work identified by the City. The work also includes pavement removal and restoration along with traffic control, and other items of restoration.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID** will be held by ***CONFERENCE CALL ONLY*** on **APRIL 7, 2020, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project. To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**

2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**

3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**

4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	**City of Decatur**
Plans & Portals	**Engineering Division**
Public Projects	**#1 Gary K. Anderson Plaza**
DFS Public Plan Room	**Decatur, Illinois 62523**

5. The City of Decatur will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/Public Works/Contractor Project Bid Information, and Decatur Blue Print's web site, www.Decaturblue.com Plans & Portals / City of Decatur / Project, after the award of a contract.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid, or BID BOND, in the same amount.

7. The Contractor and all subcontractors shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.

8. Before the Contractor and any Subcontractor commence work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

9. The City Code requirements for **Minority Participation Goals for Public Works Contracts** are in effect for this contract. These include the following:

   (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,

   (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

   All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation forms are included in the Project Manual and should be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

April 1, 2020	Matt Newell, P.E.
Date Advertised	Director of Public Works

INFORMATION FOR BIDDERS

For Construction of:	**2020 Miscellaneous Sanitary & Storm Sewer Improvement Project**
City Project No.:	**2020-09**
Owner:	**City of Decatur, Illinois**

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

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

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

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

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

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, located on the third floor of the Civic Center, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **<u>All bids received from bidders not on the pre-bid attendance list will be returned unopened.</u>**

5. All bidders who desire to be present at the bid opening may wait in the City Engineering office.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Matthew C. Newell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, an e-mail notification will be sent to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on the City's web site at www.decaturil.gov /Department/ Public Works / Contractor Project Bid Information and www.Decaturblue.com.

The City of Decatur maintains City project information on the City's web site at www.decaturil.gov /Departments/Public Works /Contractor Project Bid Information. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site, and at www.Decaturblue.com, under the Public Project portal for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

REQUIREMENTS FOR GOOD-FAITH EFFORTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
2. Minority workers should perform **18%** of the total hours worked.

B. Failure to submit a **Subcontractor Utilization Statement,** the **Minority Business Enterprise Participation Waiver Request** or **MBE Subcontractor Information Form** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Subcontractor Utilization Statement** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

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

SECTION 10-2. DEFINITIONS:

A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

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

A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
   (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
   (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City’s minority participation goals.
C. A contractor shall provide evidence of meeting the City’s minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.

E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

- (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
- (ii) Outreach and recruitment efforts of MBE and minority workers;
- (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
- (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
- (v) Negotiating in good faith with MBE and firms that employ minority workers;
- (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
- (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
- (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
- (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
- (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
- (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. <u>PROGRAM ADMINISTRATION:</u>

A. The Public Works Director, or his designee, shall:

- (i) Administer and enforce the provisions of this Article;
- (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. <u>PENALTIES:</u>

A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
- (ii) Assess a fine or penalty not to exceed $2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;
- (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;

(iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   - (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   - (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   - (i) The project is essential for city operations;
   - (ii) Emergency circumstances require a waiver;
   - (iii) Evidence of a good faith effort by the contractor;
   - (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

BID PROPOSAL

RETURN WITH BID

For Construction of:	**2020 Miscellaneous Sanitary & Storm Sewer Improvement Project**
City Project No.:	**2020-09**
Owner:	**City of Decatur, Illinois**

Prospective Bidder:

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

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. **For this project, quantities have been estimated to cover potential rapid response work and additional work that may be necessary through June 1, 2020. The listed quantities are estimates of needed work over that time period and will not be exact.**

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

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

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

BID PROPOSAL

RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addendum #	Dated	Initial
#1	4-9-2020	SE

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

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

	SUBCONTRACTOR	TYPE OF WORK
1.	C.L. Rhodes	Concrete
2.	Burdick Plumbing	manhole adjustment
3.		
4.		

Date 4-22- **, 2020**

RETURN WITH BID

(If an Individual) (SEAL)
Signature of Bidder

Tax ID #:

Business Address &
Email Address

(If a Co-Partnership)
Firm Name (SEAL)

By:

Business Address &
Email Address

Names of All
Members of Firm

(If a Corporation)
Corporate Name Entler Excavating (SEAL)

By: X [signature]
~~Vice-~~President

Business Address &
Email Address
819 N Sunnyside Rd Decatur, IL 62522
Karenentlerex@gmail.com

Names of Officers
Stuart Entler
President

Stuart Entler
Secretary

Stuart Entler
Treasurer

Attest: X [signature]
Secretary

BID PROPOSAL

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
For
2020 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
CITY PROJECT 2020-09

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	700	45.00	31,500.00
21400100	GRADING & SHAPING DITCHES	FOOT	100	5.00	500.00
25000100	SEEDING, CLASS 1	SQ YD	4,500	2.50	11,250.00
25100105	MULCH, METHOD 1	SQ YD	4,500	2.50	11,250.00
25100630	EROSION CONTROL BLANKET	SQ YD	30	5.00	150.00
25200100	SODDING	SQ YD	30	30.00	900.00
28000510	INLET PROTECTION	EACH	5	1.00	5.00
28000900	FENCE (EROSION CONTROL)	FOOT	75	5.00	375.00
40800010	BITUMINOUS MATERIALS (PRIME COAT)	GAL	50	15.00	750.00
40800040	INCIDENTAL BITUMINOUS SURFACING	TON	45	450.00	20,250.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	SQ YD	175	125.00	21,875.00
42000101	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 6 INCH	SQ YD	400	20.00	8,000.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	125.00	6,250.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	175	30.00	5,250.00
44000100	PAVEMENT REMOVAL	SQ YD	350	25.00	8,750.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	50	25.00	1,250.00
44000600	SIDEWALK REMOVAL	SQ FT	175	10.00	1,750.00

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
44001700	COMBINATION CONCRETE CURB AND GUTTER REM. AND REPLACEMENT	FOOT	75	130.00	9750.00
44213200	SAW CUTS	FOOT	850	5.00	4250.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	FOOT	25	140.00	3,500.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	FOOT	25	160.00	4,000.00
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	FOOT	25	185.00	4,625.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	FOOT	25	195.00	4,875.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	FOOT	25	260.00	6,500.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	80	110.00	8,800.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	5000.00	40,000.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	5500.00	22,000.00
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	FOOT	10	600.00	6,000.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	FOOT	3	700.00	2,100.00
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	EACH	2	2400.00	4,800.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	2	2700.00	5,400.00
60238700	INLETS, TYPE B, TYPE 1, FRAME AND GRATE	EACH	2	2800.00	5,600.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	EACH	2	3000.00	6,000.00
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	5	3000.00	15,000.00
60255801	MANHOLE TO BE ADJUSTED W/ NEW TYPE 1 FRAME, CLOSED LID IN PAVEMENT	EACH	5	5000.00	25,000.00
67100100	MOBILIZATION	EACH	25	1500.00	37,500.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	EACH	15	1000.00	15,000.00

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	EACH	8	2000.00	16,000.00
Z0001000	SUSPENSION OF WORK	HOUR	25	600.00	15,000.00
Z0018900	DOWEL BARS	EACH	100	15.00	1,500.00
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	FOOT	40	115.00	4,600.00
Z0059600	SEWER, TYPE 2 & 3, 8 INCH	FOOT	90	160.00	14,400.00
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	FOOT	90	170.00	15,300.00
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	FOOT	65	180.00	11,700.00
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	FOOT	25	200.00	5,000.00
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	FOOT	20	220.00	4,400.00
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	FOOT	20	245.00	4,900.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	EACH	1	**$40,000.00**	**$40,000.00**
Z0064600	SELECTIVE CLEARING	ACRE	0.2	5000.00	1,000.00
XX000541	EXPLORATORY EXCAVATION	EACH	13	1000.00	13,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	15	1000.00	15,000.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	EACH	8	500.00	4,000.00
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	EACH	1	1000.00	1,000.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 INCH)	EACH	32	800.00	25,600.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	EACH	10	1400.00	14,000.00
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	EACH	5	1700.00	8,500.00

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
XX004209	SANITARY SERVICE CONNECTION	EACH	10	1,000.00	10,000.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	FOOT	20	35.00	700.00
				TOTAL BASE BID	$86,355.00

Five hundred Eighty-six thousand Three hundred fifty-five Dollars

TOTAL BASE BID (IN WORDS)

Alt. A -Country Club Storm Sewer Replacment Special Project

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	35	45.00	1,575.00
21400100	GRADING AND SHAPING DITCHES	FOOT	20	15.00	300.00
25000100	SEEDING, CLASS 1	SQ YD	120	6.50	780.00
25100105	MULCH METHOD 1	SQ YD	120	6.50	780.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	LBS	10	50.00	500.00
40603310	HOT-MIX ASPHALT SUREFACE COURSE, MIX “C”, N50, 2 INCH	TON	2.2	1000.00	2200.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	SQ YD	20	125.00	2500.00
44000100	PAVEMENT REMOVAL	SQ YD	20	25.00	500.00
44213200	SAW CUTS	FOOT	55	5.00	275.00
54248510	CONCRETE COLLAR	EACH	1	1750.00	1,750.00
55100900	STORM SEWER REMOVAL, 18 INCH	FOOT	75	50.00	3,750.00
67100100	MOBILIZATION	EACH	1	2000.00	2000.00

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LSUM	1	1000.00	1000.00
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	1	1,000.00	1,000.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	$5,000.00	$5,000.00
Z0056612	STORM SEWER (WATER MAIN REQ) 18 INCH	FEET	75	225.00	16,875.00
			TOTAL ALT. A	40,785.00	
			TOTAL BASE BID + ALT. A	627,140.00	

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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	4-22-2020	Project Title:	2020 Miscellaneous Sanitary + Storm Sewer Imp Project
Total Contract Value:	627,140.00	Project Number:	2020-09

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating

Address: 819 N Sunnyside Rd
Decatur IL 62522

Phone: 217-428-1865

Contact Person: Stuart Entler

Email: Karenentlerex@gmail.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Loyalty Services	MBE	4000.00	0.637	Trucking
C.L. Rhodes	NonMBE	42,365.00	6.755	Concrete
Burdick Plumbing	NonMBE	28,000.00	4.464	manhole adjustment
Totals		74,365.00	11.857	

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
N/A		

Section III Continued: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Garcia+Sons Const Co.	Phone call + emailed job info	did not bid
Meccor Indust.	phone call + emailed job info	did not bid
Loyalty Services	phone call	bid

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

Section V:

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

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

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

X [signature] 4-22-2020

Signature of Prime Contractor Date

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise Participation Waiver Request

Date:	4-22-2020	Project Title:	2020 Miscellaneous Sanitary & Storm Sewer Imp Project
		Project Number:	2020-09

Prime Contractor: Entler Excavating

Address: 819 N Sunnyside Rd
Decatur Il 62522

Phone: 217-428-1865

Contact Person: Stuart Entler

Email: Karenentlerex@gmail.com

We hereby request that the City waive the Minority Business Enterprise (MBE) participation goals on the above named project for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading.

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

☒	An insufficient number of MBEs responded to our invitation to bid. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting opportunities exist. (Attach explanation)
☐	The award of subcontract(s) is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)

X [signature]
Signature of Prime Contractor

4-22-2020
Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

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

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

REVIEWED BY:

Public Works Director

Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	4-22-2020	Project Title:	2020 Miscellaneous Sanitary + Storm Sewer Imp Project
Total Contract Value:	627,140.00	Project Number:	2020-09

Section I: MBE Subcontractor Information

Subcontractor: Loyalty Services

Address: 3722 Tulane
Decatur Il 62522

Phone: 217-853-2204

Contact Person: JJ Rhodes

Email:

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	4,000.00	0.637

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
X [signature]	Stuart Entler
Title	**Date**
President	4-22-2020

Subcontractor Signature	Print
[signature]	Jeff Rhodes
Title	**Date**
Owner	4-22-2020

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF IL)
) ss
COUNTY OF Macon)

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

Signed: x [signature]

Title President

Subscribed and sworn to before me this 22nd day of April, 2020.

(SEAL) "OFFICIAL SEAL"
KAREN S ROHMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06-15-2021

Karen S Rohman
Notary Public

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

ENTLER EXCAVATING COMPANY INC
819 N. SUNNYSIDE ROAD
DECATUR, IL 62522

Telephone (217) 428-1865
Fax (217) 428-1895
Entlerex.com

04-22-2020

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

Re: 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project CP2020-09

To Whom It May Concern,

We contacted by phone:

- Garcia & Sons Const. Co. (Concrete): made phone call and emailed job info – did not bid
- Meccor Industries (Concrete): made phone call and emailed job info – did not bid
- Loyalty Services (Trucking): bidding

Sincerely,
Stuart Entler
President
Entler Excavating Co., Inc.

Pre-Bid Sign-In Sheet

2020 Miscellaneous Sanitary & Storm Sewer Improvement Project
2020-09

April 7, 2020 10:00 a.m., Conference Call Only

Name ----------- Email Address	Representing	Phone Number ----------- Fax Number
1) Sarah Blaine	City of Decatur	217-424-2747
Email: sblaine@decaturil.gov		217-424-2799
2) Paul Caswell	City of Decatur	217-424-2747
Email: pcaswell@decaturil.gov		217-424-2799
3) Katie	Kinney Contractors	217-229-3322
Email: kinney@roadbuilder.net		
4) Matt Peters	Burdick Plumbing	217-429-2385
Email: jared@burdickplumbing.com		
5) Jeff Entler	Entler Excavating	217-428-1865
Email: entler@comcast.net		217-428-1895
6) Don Cisco	City of Decatur	217-424-2747
Email: dcisco@decaturil.gov		217-424-2799
7) Daniel Luka	Luka Company	217-519-1202
Email: dluka33@aol.com		
8)		
Email:		
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14)		
Email:		
15)		
Email:		

Pre-bid Meeting Minutes
for

2020 MISC SANITARY AND STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2020-09

Conference Call
10:00 a.m., Tuesday, April 6, 2020

I. Introduction

Sarah Blaine Introduced the project

II. Project Review

This work shall consist of making point repairs in the City's storm and sanitary sewer system at various locations around the City including the installation of new manholes as required. This project will perform a majority of the City's rapid response storm and sanitary sewer system repairs through June 1, 2020, along with any additional storm and sanitary sewer repair work identified by the City. The work also includes pavement removal and restoration along with traffic control, and other items of restoration.

A. Country Club Storm Sewer Special Project

Special project was discussed

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion).

A. Policy

*The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist, **and** 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed.*

B. Definitions

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

C. Project Goals and Good Faith Efforts

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

2. The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. Discuss options to assist in "actively and aggressively" seeking this participation.

It is expected that a demonstration of "active" and "aggressive" will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

3. The City's expectation of what will be required to demonstrate a Good Faith Effort.

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

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

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

The City tracks this goal through ePrismSoft and prevailing wage reports when required.

IV. Other Items

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

The Bid submittal time and place will remain the same at the City's Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. The City Building (Civic Center) is under lockdown due to COVID 19, it is recommended the Bidder provide additional time to allow for delays when submitting the Bid. No bids will be accepted after the required submittal time. Bids will still be publicly read in the front room of the Civic Center – Rm 100

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

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

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

SECTION 10-2. DEFINITIONS:

A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

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

A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
   (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
   (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals.

C. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.

E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

(i) Soliciting through all reasonable and available means the interest of MBE and minority workers;

(ii) Outreach and recruitment efforts of MBE and minority workers;

(iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;

(iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

(v) Negotiating in good faith with MBE and firms that employ minority workers;

(vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

(vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

(viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;

(ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

(x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; *[This is provide through Prevailing Wage documentation]*

(xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, or his designee, shall:

(i) Administer and enforce the provisions of this Article;

(ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

(i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
(ii) Assess a fine or penalty not to exceed $2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;
(iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;
(iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
(i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
(ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
(i) The project is essential for city operations;
(ii) Emergency circumstances require a waiver;
(iii) Evidence of a good faith effort by the contractor;
(iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

BOND # **ENT4-22-20**

KNOW ALL MEN BY THESE PRESENTS, that we
ENTLER EXCAVATING CO., INC.
819 N Sunnyside Rd Decatur, IL 62522
(Here insert full name ,and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and
Granite Re, Inc.
14001 Quailbrook Dr Oklahoma City, OK 73134
a corporation duly organized under the laws of the State of **OK** as Surety, hereinafter called the Surety, are held and firmly bound unto
City Of Decatur
#1 Gary K. Anderson Plaza Decatur, IL 62523
(Here insert full name ,and address or legal title of Owner)
as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid**--------------------------Dollars 10.00%**%**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
2020 Miscellaneous Sanitary Storm Sewer Improvement Project - # 2020-09
(Here insert full name, address and description of project)
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **22nd** day of **April, 2020**

Karen Lohman (Witness)	**ENTLER EXCAVATING CO., INC.** (Principal) (Seal) (Title) President
Dawn R. Tucker (Witness)	**Granite Re, Inc.** (Surety) (Seal) **Charles R. McQuiggan, Attorney-in-Fact**

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEVE G. MCQUIGGAN; HOLLY V. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEVE G. MCQUIGGAN; HOLLY V. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

GRANITE RE INC CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

KATHLEEN E. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 22nd day of April, 2020.

GRANITE RE INC CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

State of *Illinois*
County of *Madison*

On this 22nd day of April, 2020 before me, Holly V. Johnson, a Notary Public within and for the above mentioned county, personally appeared ***Charles R McQuiggan,*** to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

Allegheny Casualty Company
American Contractors Indemnity Company
Berkley Insurance Company
Contractors Bonding and Insurance Company
Developers Surety and Indemnity Company
Fidelity and Deposit Company of Maryland
First National Insurance Company of America
Granite Re, Inc.
Hartford Casualty Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Philadelphia Indemnity Insurance Company
Star Insurance Company
State Auto Insurance Company
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
Westchester Fire Insurance Company
Western Surety Company
Western National Insurance Group

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said ***Charles R. McQuiggan***, acknowledged the said instrument to be the free act and deed of the said corporation.

Official Seal

Holly V. Johnson
Notary Public, State of Illinois
My Commission Expires **January 30, 2021**

By: Holly V. Johnson
Notary Public

CONTRACT

THIS CONTRACT, made and entered into this 4th day of May 2020 by and between the City of Decatur, Illinois, hereinafter called “Owner”, and Entler Excavating Co. Inc., hereinafter called the “Contractor”.

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **“2020 MISCELLANEOUS SANITARY & STORM SANITARY SEWER IMPROVEMENT PROJECT, CITY PROJECT 2020-09”,** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor’s Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

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

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

4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is June 1, 2021.**

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

   Advertisement for Bids
   Information for Bidders
   Bid Proposal
   Performance Bond
   Non-Collusion Affidavit
   Contract (This Instrument)
   Contract Change Orders
   Addenda dated April 9, 2020
   General Conditions
   Special Conditions
   Standard Specifications
   Project Drawings
   Special Provisions
   Supplemental Specifications
   Appendix(s)

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

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

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

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

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

ATTEST: CITY OF DECATUR, ILLINOIS

______________________________ By ______________________________

CITY CLERK MAYOR

ENTLER EXCAVATING CO. INC.

______________________________ By ______________________________

SECRETARY (Corporate Seal) PRESIDENT

City of Decatur, Illinois **Contract Bond**

Project 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project

Project Number 2020-09

We, Entler Excavating Co. Inc.

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the ________________ ,

as PRINCIPAL, and ____

____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of Six Hundred Twenty-Seven Thousand One Hundred Forty and 00/100---

--- Dollars ($627,140.00), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

Entler Excavating Co. Inc.	
(Company Name)	(Company Name)
By: ______	By: ______
(Signature & Title)	(Signature & Title)
Attest: ______	Attest: ______
(Signature & Title)	(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF ______

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

______

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires ______ ______ **(SEAL)**

Notary Public

SURETY

______	By: ______
(Name of Surety)	(Signature of Attorney-in-Fact)

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF ______

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

______

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires ______ ______ **(SEAL)**

Notary Public

CITY OF DECATUR

Approved this 4th day of May, A.D. 2020

Attest:

	City Council
Kim Althoff, City Clerk	City of Decatur, Illinois
City Clerk	
	Julie Moore Wolfe, Mayor

Project Name: 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project Project Number: 2020-09 Bid Date: 04/23/2020 Time: 10:00 a.m. Fund: Sewer, Storm Water Organization Code: 79487906, 78487806 Object Code: 489030, 489040				Engineer's Estimate City Engineering Division		Entler Excavating Co. Inc. 819 N Sunnyside Rd Decatur, IL 62522 217-428-1865		Burdick Plumbing & Heating Co. Inc. 1175 N 20th St P.O. Box 496 Decatur, IL 62525 217-429-2385	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	ALTERNATE A								
21400100	TRENCH BACKFILL	35	CY YD	$45.00	$1,575.00	$45.00	$1,575.00	$45.00	$1,575.00
21400100	GRADING AND SHAPING DITCHES	20	FOOT	$10.00	$200.00	$15.00	$300.00	$20.00	$400.00
25000100	SEEDING, CLASS 1	120	SQ YD	$1.60	$192.00	$6.50	$780.00	$3.75	$450.00
25100115	MULCH METHOD 2	120	SQ YD	$1.10	$132.00	$6.50	$780.00	$3.00	$360.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	10	LBS	$1.00	$10.00	$50.00	$500.00	$20.00	$200.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50, 2 INCH	2	TON	$120.00	$264.00	$1,000.00	$2,200.00	$600.00	$1,320.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	20	SQ YD	$115.00	$2,300.00	$125.00	$2,500.00	$175.00	$3,500.00
44000100	PAVEMENT REMOVAL	20	SQ YD	$22.00	$440.00	$25.00	$500.00	$20.00	$400.00
44213200	SAW CUTS	55	FOOT	$8.00	$440.00	$5.00	$275.00	$12.00	$660.00
54248510	CONCRETE COLLAR	1	EACH	$500.00	$500.00	$1,750.00	$1,750.00	$1,500.00	$1,500.00
55100900	STORM SEWER REMOVAL, 18 INCH	75	FOOT	$70.00	$5,250.00	$50.00	$3,750.00	$20.00	$1,500.00
67100100	MOBILIZATION	1	EACH	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	1	LSUM	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	1	EACH	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EA	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Z0056612	STORM SEWER (WATER MAIN REQUIEMENTS) 18 INCH	75	FOOT	$180.00	$13,500.00	$225.00	$16,875.00	$325.00	$24,375.00
	TOTAL BASE BID (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE				$599,980.00		$586,355.00 -2.27%		$614,675.00 2.45%
	TOTAL ALTERNATE A BID (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE				$34,803.00		$40,785.00 17.19%		$47,740.00 37.17%
	TOTAL BASE BID + ALTERNATE A (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE				$634,783.00		$627,140.00 -1.20%		$662,415.00 4.35%

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

4/23/2020
Date

Project Name: 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project

Project Number: 2020-09

Bid Date: 04/23/2020

Time: 10:00 a.m.

Fund: Sewer, Storm Water

Organization Code: 79487906, 78487806
Object Code: 489030, 489040

				Engineer's Estimate City Engineering Division		Entler Excavating Co. Inc. 819 N Sunnyside Rd Decatur, IL 62522 217-428-1865		Burdick Plumbing & Heating Co. Inc. 1175 N 20th St P.O. Box 496 Decatur, IL 62525 217-429-2385	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	700	CU YD	$45.00	$31,500.00	$45.00	$31,500.00	$43.00	$30,100.00
21400100	GRADING & SHAPING DITCHES	100	FOOT	$10.00	$1,000.00	$5.00	$500.00	$15.00	$1,500.00
25000100	SEEDING, CLASS 1	4,500	SQ YD	$1.60	$7,200.00	$2.50	$11,250.00	$1.25	$5,625.00
25100105	MULCH, METHOD 1	4,500	SQ YD	$1.10	$4,950.00	$2.50	$11,250.00	$1.00	$4,500.00
25100630	EROSION CONTROL BLANKET	30	SQ YD	$8.00	$240.00	$5.00	$150.00	$10.00	$300.00
25200100	SODDING	30	SQ YD	$35.00	$1,050.00	$30.00	$900.00	$40.00	$1,200.00
28000510	INLET PROTECTION	5	EACH	$75.00	$375.00	$1.00	$5.00	$125.00	$625.00
28000900	FENCE (EROSION CONTROL)	75	FOOT	$9.00	$675.00	$5.00	$375.00	$10.00	$750.00
40800010	BITUMINOUS MATERIALS (PRIME COAT)	50	GAL	$15.50	$775.00	$15.00	$750.00	$10.00	$500.00
40800040	INCIDENTAL BITUMINOUS SURFACING	45	TON	$450.00	$20,250.00	$450.00	$20,250.00	$465.00	$20,925.00
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	175	SQ YD	$130.00	$22,750.00	$125.00	$21,875.00	$95.00	$16,625.00
42000301	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 8 INCH	400	SQ YD	$20.00	$8,000.00	$20.00	$8,000.00	$17.00	$6,800.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	50	SQ YD	$100.00	$5,000.00	$125.00	$6,250.00	$95.00	$4,750.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	175	SQ FT	$25.00	$4,375.00	$30.00	$5,250.00	$25.00	$4,375.00
44000100	PAVEMENT REMOVAL	350	SQ YD	$22.00	$7,700.00	$25.00	$8,750.00	$18.00	$6,300.00
44000200	DRIVEWAY PAVEMENT REMOVAL	50	SQ YD	$22.00	$1,100.00	$25.00	$1,250.00	$18.00	$900.00
44000600	SIDEWALK REMOVAL	175	SQ FT	$10.00	$1,750.00	$10.00	$1,750.00	$10.00	$1,750.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	75	FOOT	$115.00	$8,625.00	$130.00	$9,750.00	$112.00	$8,400.00
44213200	SAW CUTS	850	FOOT	$8.00	$6,800.00	$5.00	$4,250.00	$7.00	$5,950.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	25	FOOT	$130.00	$3,250.00	$140.00	$3,500.00	$225.00	$5,625.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	25	FOOT	$150.00	$3,750.00	$160.00	$4,000.00	$250.00	$6,250.00
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	25	FOOT	$180.00	$4,500.00	$185.00	$4,625.00	$275.00	$6,875.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	25	FOOT	$200.00	$5,000.00	$195.00	$4,875.00	$300.00	$7,500.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	25	FOOT	$250.00	$6,250.00	$260.00	$6,500.00	$350.00	$8,750.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	80	CU YD	$125.00	$10,000.00	$110.00	$8,800.00	$125.00	$10,000.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	8	EACH	$5,250.00	$42,000.00	$5,000.00	$40,000.00	$4,950.00	$39,600.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	4	EACH	$5,775.00	$23,100.00	$5,500.00	$22,000.00	$6,200.00	$24,800.00
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	10	FOOT	$610.00	$6,100.00	$600.00	$6,000.00	$650.00	$6,500.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	3	FOOT	$720.00	$2,160.00	$700.00	$2,100.00	$750.00	$2,250.00
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	2	EACH	$2,500.00	$5,000.00	$2,400.00	$4,800.00	$2,500.00	$5,000.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	$2,775.00	$5,550.00	$2,700.00	$5,400.00	$2,750.00	$5,500.00
60238700	INLETS, TYPE B, TYPE 1 FRAME AND GRATE	2	EACH	$2,850.00	$5,700.00	$2,800.00	$5,600.00	$3,000.00	$6,000.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	2	EACH	$3,100.00	$6,200.00	$3,000.00	$6,000.00	$3,200.00	$6,400.00
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	5	EACH	$3,000.00	$15,000.00	$3,000.00	$15,000.00	$2,600.00	$13,000.00
60255801	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, IN PAVEMENT	5	EACH	$5,100.00	$25,500.00	$5,000.00	$25,000.00	$3,000.00	$15,000.00
67100100	MOBILIZATION	25	EACH	$2,100.00	$52,500.00	$1,500.00	$37,500.00	$2,000.00	$50,000.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	15	EACH	$1,100.00	$16,500.00	$1,000.00	$15,000.00	$1,500.00	$22,500.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	8	EACH	$2,500.00	$20,000.00	$2,000.00	$16,000.00	$2,500.00	$20,000.00
Z0001000	SUSPENSION OF WORK	25	HOUR	$675.00	$16,875.00	$600.00	$15,000.00	$700.00	$17,500.00
Z0018900	DOWEL BARS	100	EACH	$17.00	$1,700.00	$15.00	$1,500.00	$20.00	$2,000.00
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	40	FOOT	$65.00	$2,600.00	$115.00	$4,600.00	$75.00	$3,000.00
Z0059600	SEWER, TYPE2 & 3, 8 INCH	90	FOOT	$110.00	$9,900.00	$160.00	$14,400.00	$100.00	$9,000.00
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	90	FOOT	$120.00	$10,800.00	$170.00	$15,300.00	$120.00	$10,800.00
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	65	FOOT	$130.00	$8,450.00	$180.00	$11,700.00	$140.00	$9,100.00
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	25	FOOT	$150.00	$3,750.00	$200.00	$5,000.00	$160.00	$4,000.00
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	20	FOOT	$170.00	$3,400.00	$220.00	$4,400.00	$180.00	$3,600.00
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	20	FOOT	$200.00	$4,000.00	$245.00	$4,900.00	$200.00	$4,000.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EACH	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
Z0064600	SELECTIVE CLEARING	0.2	ACRE	$5,500.00	$1,100.00	$5,000.00	$1,000.00	$6,250.00	$1,250.00
XX000541	EXPLORATORY EXCAVATION	13	EACH	$1,050.00	$13,650.00	$1,000.00	$13,000.00	$1,500.00	$19,500.00
XX003424	CONNECT TO EXISTING STRUCTURE	15	EACH	$1,500.00	$22,500.00	$1,000.00	$15,000.00	$1,750.00	$26,250.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	8	EACH	$525.00	$4,200.00	$500.00	$4,000.00	$750.00	$6,000.00
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	1	EACH	$1,100.00	$1,100.00	$1,000.00	$1,000.00	$1,250.00	$1,250.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 Inch)	32	EACH	$840.00	$26,880.00	$800.00	$25,600.00	$1,000.00	$32,000.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	10	EACH	$1,450.00	$14,500.00	$1,400.00	$14,000.00	$1,600.00	$16,000.00
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (8-24 INCH)	5	EACH	$1,800.00	$9,000.00	$1,700.00	$8,500.00	$1,900.00	$9,500.00
XX004209	SANITARY SERVICE CONNECTION	10	EACH	$1,250.00	$12,500.00	$1,000.00	$10,000.00	$1,500.00	$15,000.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	20	FOOT	$45.00	$900.00	$35.00	$700.00	$75.00	$1,500.00

Public Works

DATE: 4/28/2020

MEMO: 2020-83

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

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

SUBJECT:
Resolution Authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the Relocation of Utilities and the Purchase of Right of Way for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks,
City Project 2009-33,
Section 09-00933-01-BR

SUMMARY RECOMMENDATION: Please see attached Council Memorandum 2020-83 and related attachments.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution Authorizing Amendment #2 with Exhibit A	Resolution Letter
Appendix A	Backup Material

PUBLIC WORKS MEMORANDUM
NO. 2020-83

DATE: **April 28, 2020**

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

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

SUBJECT: **Resolution Authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the Relocation of Utilities and the Purchase of Right of Way for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks,**
City Project 2009-33
Section 09-00933-01-BR

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes $1,390,000 in Grade Crossing Protection Funds to provide the City's match for $2,760,000 in Federal funds allocated for Utility relocation costs provided from the $25 million Illinois Competitive Freight Program grant awarded to the City. This frees up corresponding funds that are currently dedicated in the City's allocation of State Motor Fuel Tax funds.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

BACKGROUND:

On June 5, 2018, the City received the announcement of the award of a $25 million grant through the Illinois Competitive Freight Program for the Brush College / Faries Parkway Grade Separation Project. On August 19, 2019, the City Council authorized a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement. The agreement authorized the expenditure of $3.6 million in Federal funds and $3.218 million in State Motor Fuel Tax (MFT) funds allocated to the City.

On November 20, 2017, the Illinois Commerce Commission informed the City that $12 million in Grade Crossing Protection Funds had been programmed for the construction of the Brush College Grade Separation. On January 21, 2020, the Commission approved the release of $2,950,000 of the $12 million to fund engineering design services and utility relocation costs for the project.

The City currently has two separate agreements with the Illinois Department of Transportation for the Brush College Project, one for engineering services and one for right of way and utility relocation costs. Amendment #2 to the August 19, 2019, City-State Agreement authorizes the use of Grade Crossing Protection Funds to pay the City's portion of the utility relocation costs. This will free up $1,390,000 in State Motor Fuel Tax Funds that were allocated at the time of the initial Agreement. The unexpended State MFT funding will be available for right of way purchases or construction costs which otherwise may be threatened with the expected reduction in State MFT funds due to the current COVID-19 crisis.

In the coming months, it is expected that the Illinois Commerce Commission will approve the expenditure of the remaining Railroad Grade Crossing Protection Funds for construction and possibly right of way purchase.

Project Funding Summary
The current status of project funding is provided in Table 1 below.

Table 1. Preliminary Project Estimates

Project Phase	Total Estimated Cost	Proposed Freight Funds	Illinois Jobs Now! Funds	Proposed ICC Funds	Proposed City Funds (State MFT)
Right of Way Acquisition	$5,742,000	$3,040,000	$2,000,000	$610,000	$92,000
Engineering**	$3,350,000	$2,400,000		$950,000	
Utility Relocation**	$4,150,000	$2,760,000		*$1,390,000	
Construction Engineering	$950,000			$50,000	$900,000
Construction	$27,100,000	$16,800,000		$9,000,000	$1,300,000
Totals	**$41,292,000**	**$25,000,000**	**$2,000,000**	**$12,000,000**	**$2,292,000**

* Funding to be approved with the current resolution and agreement

** Agreements are in place for these costs. The estimated Ameren substation relocation cost has been reduced by $668,000.

<u>POTENTIAL OBJECTION:</u> There are no known objections.

<u>INPUT FROM OTHER SOURCES:</u> Illinois Department of Transportation

<u>LEGAL REVIEW:</u> The agreement is a standard IDOT form.

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

<u>SCHEDULE: DESIGN AND CONSTRUCTION:</u>

Design work is over 30% complete. The design is to be completed for an early 2021 IDOT project letting. Construction is planned to begin spring of 2021.

BUDGET IMPLICATIONS:

Budget Impact: Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation, authorizes $1,390,000 in Grade Crossing Protection Funds to provide the City's match for $2,760,000 in Federal funds allocated for Utility relocation costs provided from the $25 million Illinois Competitive Freight Program grant awarded to the City.

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

Attach: 3

CITY OF DECATUR
Section No.: 09-00933-01-BR
Job No.: R-97-006-19
Amendment #2

RESOLUTION NO. ________________

RESOLUTION AUTHORIZING AMENDMENT #2 TO THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION FOR THE RELOCATION OF UTILITIES AND THE PURCHASE OF RIGHT OF WAY FOR THE IMPROVEMENT OF BRUSH COLLEGE ROAD OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR

WHEREAS, the City of Decatur endeavors to improve a segment of Brush College Road by construction of a grade separation at Faries Parkway, that is approximately 0.01 miles in length and known to the Illinois Department of Transportation as MFT Section Number 09-00933-01-BR and State Job Number D-97-009-19.

WHEREAS, the cost of said improvement has necessitated the use of federal funds, and;

WHEREAS, the federal fund source requires a match of local funds, and;

WHEREAS, the use of federal funds requires a joint funding AGREEMENT with the Department of Transportation.

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes Amendment #2 to the Local Public Agency Agreement for Federal Participation for one million three hundred and ninety thousand dollars ($1,390,000) in Grade Crossing Protection Funds for the relocation of utilities and the purchase of right of way for the aforementioned project known as Section Number 09-00933-01-BR.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned Amendment #2 to the Local Public Agency Agreement for Federal Participation and any other such documents related to advancement and completion of said project, hereto attached as Exhibit A.

PRESENTED and ADOPTED this 4th day of May 2020.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM L. ALTHOFF, CITY CLERK

Exhibit A

Illinois Department of Transportation

Local Public Agency Amendment # 2 for Federal Participation

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
NHFP		DUATS	DEC19-09

☐ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☒ Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
				R-97-006-19	D48I(568)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Brush College Road	FAU 7448	0.01 mi.	2.93	2.94

Location Termini

Over Faries Parkway and Norfolk Southern Railroad

Current Jurisdiction	Existing Structure Number(s)
City of Decatur	n/a

Add Location Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

1. Location Map
2. Division of Cost

Add Row

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the amendment shall remain in full force and effect and the amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this amendment and all addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)
Julie Moore Wolfe

Title of Official
Mayor

Signature	Date

The above signature certifies the agency's Tin number is 376001308 conducting business as a Governmental Entity.

Duns Number 075613000

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary	Date

By:

Director of Planning & Programming	Date

Director of Planning & Programming	Date

Philip C. Kaufmann, Chief Counsel	Date

Chief Fiscal Officer (CFO)	Date

<u>NOTE:</u> if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Construction Job Number	Construction Project Number	Engineering Job Number	Engineering Project Number	Right of Way Job Number	Right of Way Project Number
				R-97-006-19	D48I(568)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Right-Of-Way	NHFP	$3,040,000.00	*				Local	$760,000.00	BAL	$3,800,000.00
Utilities	NHFP	$2,760,000.00	*	GCPF	$1,390,000.00	**	Local	$0.00	BAL	$4,150,000.00
Total		$5,800,000.00		Total	$1,390,000.00		Total	$760,000.00		$7,950,000.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 80% NHFP funding NTE $5,800,000
** GCPF funding NTE $1,390,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Instructions for BLR 05311 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submit.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. This form serves as an amendment to BLR 05310. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Amendment No.	Insert the amendment number as it applies to this amendment.
Local Public Agency	
Name of LPA	Insert the name of the LPA
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	Insert the name of the Metropolitan Planning Organization (MPO) in which the LPA is located if applicable. If not, select "N/A".
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Day Labor	Check this box if the project will be constructed using day labor.
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.
Right-of-Way	Check this box if Right-Of-Way is part of the project.
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Engineering	
Job Number	Insert the job number assigned for the engineering portion of this project.
Project Number	Insert the project number assigned to the engineering portion of this project.
Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
Location	Use the add location button to add additional locations if needed.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.

Existing Structure Number(s) — Insert the existing structure number(s) for this project.

Add Location — Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.

Addenda

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map — Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost — Insert the division of cost page (see separate instructions for completing this document).
3. LPA Appropriation Resolution — For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
4. IDOT Fiscal Approval Signature Page

Approved

Local Public Agency — The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number.

Illinois Dept of Transportation — The appropriate IDOT official shall sign and date here.

Division of Cost Table

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum $60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
Lump-sum to be utilized second not to exceed $20,000 EDP funds.
Lump-sum to be utilized third not to exceed $40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example:

Maximum STR participation 80% not to exceed $100,000
Lump-sum SMA not to exceed $20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work — Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.

Federal Funds — If federal funds are being used on this project complete the following for federal funds.

- Fund Type — Choose the type of federal fund type from the drop down.
- Amount — Insert the amount of federal funds for the type listed under fund type.
- % — Insert the percentage of federal funds for this type.

State Funds — If state funds are being used on this project complete the following for state funds.

- Fund Type — Choose the type of State Funds from the drop down.
- Amount — Insert the amount of state funds for the type listed under fund type.
- % — Insert the percentage of state funds for this type.

Instructions for BLR 05311 - Page 1 of 3

Local Public Agency Funds

Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
Bureau of Local Roads Central Office (2)

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for $811,000 and was paid for by an "Illinois Jobs Now!" grant from the State of Illinois.

2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide $811,000 to fund the design agreement between the City and URS Corporation.

3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional $587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to $1,398,714.35.

4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of $26,845 to review and comment on the preliminary design for the proposed rail yard crossing.

5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional $39,998. The total design agreement increased to $1,438,712.35.

6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of $2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.

7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund $2,006,014 of the project costs through an Illinois Jobs Now! Grant.

8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a $2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.

9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed $168,375.

10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is $2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for $168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to $2,400,000 in Federal funds which represents 80% of $3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.

12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating $600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.

13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $3,349,667, with an expected reimbursement of $2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).

14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $3,349,667, with an expected reimbursement of $2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).

15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of $339,311 which is added to the original fee of $168,375 for a total fee of $507,686.

16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of $120,000 in State Motor Fuel Tax funds which included $80,000 for purchase of the property and $40,000 for anticipated relocation reimbursement.

17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating $3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City's portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

20. **October 21, 2019 –** City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for $250,000 in State Motor Fuel Tax funds which includes $200,000 for purchase of the property and $50,000 for anticipated relocation reimbursement.

21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for $194,600 in State Motor Fuel Tax funds which includes $164,600 for purchase of the property and $30,000 for anticipated relocation reimbursement.

22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for $5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.

23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional $874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of $120,000 in State Motor Fuel Tax funds which included $80,000 for purchase of the property and $40,000 for anticipated relocation reimbursements. The anticipated $40,000 allocated for relocation and moving reimbursements will total $40,874.89 which exceeded the authorized amount by $874.89.

24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional $2.2 million for a total of $5.8 million in Federal funds from the $25 million Illinois Competitive Freight Program grant awarded to the City.

25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for $2,000,000 in State Motor Fuel Tax funds which includes $900,000 for purchase of the property and $1,100,000 for anticipated relocation reimbursement.

Public Works

DATE: 4/24/2020

MEMO: 2020-87

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Work Director
Keith Alexander, Water Production Manager
Deborah Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid Price of Jandi Services for Oakley Sediment Basin Mowing Services

SUMMARY RECOMMENDATION:
It is recommended that the City Council adopt the attached Resolution awarding a contract in the amount of $113,400.00 to Jandi Services for Oakley Sediment Basin Mowing Services. This amount is the full three-year cost (see bid tab).

BACKGROUND:
The City owns approximately 529 acres of property in Oakley Township commonly referred to as the Oakley Sediment Basin (Basin) consisting of 396 acres of detention basin, drainage ways, etc.; 50 acres of farm land that First Illinois Ag Group manages for the City; and 83 acres of non-farm land that must be mowed regularly from April through September per the 2014 Macon County Special Use Permit that the City obtained for the recently completed dredging project. A site map is attached. During the six year project, the dredging contractor was required to mow the site. Since the project is in the final stage of completion, it is now the City's responsibility to regularly mow.

City staff curently mows a significant amount of land throughout the City each mowing season and is not staffed or equipped to mow the additional 83 acres of land at the Sediment Basin. Therefore, bids were requested to mow the 83 acres of non-farm land around the site. A three year mowing contract was requested with the expectation of receiving lower bids since bidders would receive payments for three years which would allow them (if need be) to invest in the type of equipment needed to properly mow the site, which has a significant amount of steep slopes. Additionally, it is likely to take at least 3 years for the sediment basin to dry sufficiently to allow the berms to be breached and another maintenance plan to be established for the site.

PRIOR COUNCIL ACTION:
On February 3, 2014 the City Council authorized the recently completed dredging project.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Matt Newell, Public Works Director, Keith Alexander, Water Production Manager, Joe Nihiser, Lake Maintenance Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Funding for this project is in the current Water Fund Lake Services budget. It is requested that the City Council approve this bid so that mowing can begin in a timely manner.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. __________

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH JANDI SERVICES FOR OAKLEY SEDIMENT BASIN MOWING SERVICES

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

Section 1. That the bid received for Jandi Services for Oakley Sediment Basin Mowing Services be presented to the Council herewith as Exhibit A and made part hereof be, received and placed on file.

Section 2. That the bid of Jandi Services in the amount of $113,400.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Jandi Services attached hereto and made a part hereof, for said plan, in the amount of $113,400.00.

PRESENTED and ADOPTED this 4th day of May 2020.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim L. Althoff, City Clerk

EXHIBIT A

Project Name: Mowing at Oakley Sediment Storage Site Bid Date: April 10, 2020 Time: 4:00 p.m.				Jandi Services Macon, IL		Azuish Enterprises Decatur, IL	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
	Year 2020 April - September	6	months	$6,200.00	$37,200.00	$9,974.40	$59,846.40
	Year 2021 April - September	6	months	$6,300.00	$37,800.00	$9,974.40	$59,846.40
	Year 2022 April - September	6	months	$6,400.00	$38,400.00	$9,974.40	$59,846.40

TOTAL $113,400.00 $179,539.20

No Bids: Twin County Mowing
Macon Resources
DeAngelo Brothers

DATE: 5/4/2020

MEMO: 2020-03

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: James Edwards, IT Director

SUBJECT: Resolution Authorizing City Manager to Execute and Enter into annual Support and License Agreement with Tyler Technologies, Inc. for the MUNIS Enterprise Resource Planning (ERP) Financial Software System.

SUMMARY RECOMMENDATION: City staff recommends that City Council approve the attached resolution authorizing the City Manager to enter into an annual Support and License Agreement with Tyler Technologies, Inc. MUNIS Division for software license and maintenance services for the period May 1, 2020 to April 30, 2021.

BACKGROUND:
This is the annual support agreement between the City of Decatur and Tyler Technologies, Inc., MUNIS Division, for licensed use of the integrated software system that supports financial accounting, purchasing, payroll, personnel, budget preparation, inventory control, fixed assets, business licensing, general billing, accounts payable and other transactions/functions, including reporting. The attached agreement extends the City's software license and maintenance agreement for an additional year. The agreement further grants the City rights to receive application updates, upgrades, and technical and operational support.
When payment was approved in 2019, City Manager and City Council tasked the Information Technology department with evaluating other vendors who could replace the Tyler MUNIS system for less ongoing cost. After evaluating the market for similar systems, it has been determined that the upfront capital cost of replacing the system we have will range between 1 and 1.5 million dollars plus annual software license and maintenance costs. If we were to go through the large labor effort of replacing the system, it is likely our ongoing costs could be reduced 10 or 20 percent. It will take the City more than 43 years to re-coop the up front capital investment.

On a dual track, the Information Technology Department has been negotiating with Tyler to reduce our annual license and maintenance costs for MUNIS. After a lot of negotiation, the City was able to secure a 10% discount on this year's license and maintenance invoice netting a savings to the City of $17,295.20. I recommend we receive this discount as a good faith effort from Tyler to work with us going forward but also continue to investigate other vendors who can provide a similar system in the upcoming year. IT will continue to work with Tyler to further reduce costs in the meantime.

PRIOR COUNCIL ACTION:
City has maintained an Annual License and Support Agreement with Tyler for the MUNIS ERP system since the system was originally purchased in 2003.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director

BUDGET/TIME IMPLICATIONS:
This annual support expense in the amount of $155,656.81is included in the 2020 Information Technology Department general fund budget. This agreement reflects a 10% decrease on the attached Tyler invoice or 6.01% decrease from the 2019 invoice for a total savings to the City of $17,295.20.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Tyler Renewal Invoice	Backup Material

RESOLUTION NO. R___________

RESOLUTION AUTHORIZING APPROVAL TO RENEW ANNUAL LICENSE AND SUPPORT AGREEMNT FROM TYLER TECHNOLOGIES, INC. FOR MUNIS ENTERPRISE FINANCIAL SOFTWARE SYSTEM SUITE

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

Section 1. That the invoice presented to the City Council herewith and marked Exhibit A from Tyler Technologies, Inc. for the Annual License and Support renewal for the MUNIS Enterprise Financial Software System Suite, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and he is thereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed $155,656.81 on behalf of the City of Decatur for annual license and support for the MUNIS Enterprise Financial Software System Suite.

PRESENTED and ADOPTED this 4th day of May 2020.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

EXHIBIT A

tyler technologies

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

Invoice

Invoice No	*Date*	*Page*
045-295545a	04/01/2020	1 of 2

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

Bill To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Ship To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Cust No.-BillTo-ShipTo	*Ord No*	*PO Number*	*Currency*	*Terms*	*Due Date*
41741 - 18521 - 18521	135513		USD	NET30	05/01/2020

Date	Description	Units	Rate	Extended Price
Contract No.: Decatur, IL				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	28,510.56	28,510.56
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	7,839.87	7,839.87
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	7,128.04	7,128.04
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	8,625.02	8,625.02
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	3,564.03	3,564.03
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	7,128.04	7,128.04
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	8,625.02	8,625.02
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	7,672.09	7,672.09
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	5,880.32	5,880.32
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	11,760.61	11,760.61
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	6,486.26	6,486.26
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	8,553.32	8,553.32
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	6,057.85	6,057.85
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,950.23	4,950.23
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	14,611.20	14,611.20
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	25,258.86	25,258.86
	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,100.69	4,100.69
	TYLER UNLIMITED CAL UPGRADE MAINTENANCE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	6,200.00	6,200.00

EXHIBIT A

tyler technologies

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Tyler Technologies, Inc.
(FEIN 75-2303920)
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Attn: City Treasurer
1 Gary K. Anderson Plaza
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41741 - 18521 - 18521	135513		USD	NET30	05/01/2020

Date	Description	Units	Rate	Extended Price

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

Subtotal	172,952.01
Credit Issued	-17,295.20
Invoice Total	155,656.81

Page 2 of 2

tyler technologies

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(FEIN 75-2303920)
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	Maintenance: Start: 01/May/2020, End: 30/Apr/2021			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	8,625.02	8,625.02
	Maintenance: Start: 01/May/2020, End: 30/Apr/2021			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	3,564.03	3,564.03
	Maintenance: Start: 01/May/2020, End: 30/Apr/2021			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	7,128.04	7,128.04
	Maintenance: Start: 01/May/2020, End: 30/Apr/2021			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	8,625.02	8,625.02
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	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	6,486.26	6,486.26
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	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	8,553.32	8,553.32
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	TYLER UNLIMITED CAL UPGRADE MAINTENANCE	1	6,200.00	6,200.00
	Maintenance: Start: 01/May/2020, End: 30/Apr/2021			

tyler technologies

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Date	Description	Units	Rate	Extended Price

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

Subtotal	172,952.01
Credit Issued	-17,295.20
Invoice Total	155,656.81

DATE: 5/4/2020

MEMO: 2020-04

TO: Honorable Mayor and City Council Members

FROM: James Edwards, IT Director

SUBJECT: Resolution Authorizing the City Manager to execute and enter into an annual Support and License Agreement with ESRI for the Geographic Information System (GIS).

SUMMARY RECOMMENDATION: City staff recommends that City Council approve the attached resolution authorizing the City Manager to pay ESRI $25,798.76 to renew the GIS software maintenance and license agreement beginning June 9, 2020 and ending June 8, 2021.

BACKGROUND: GIS is a valuable resource to the City of Decatur and has been utilized by the City for 20+ years. The annual software agreement has not traditionally been presented to the City Council because it was below the $20,000 spending threshold. IT has expanded GIS use City wide over the past several years through development of mobile data collection applications including expanding mobile licenses for neighborhood revitalization. The licenses purchased late last year for the neighborhood revitalization effort increased the annual cost of this solution over the $20,000 threshold and therefore is before you today for consideration. This is the solution that documents and produces maps of City infrastructure. ESRI supported GIS supports all of the external service delivery departments of the city.

PRIOR COUNCIL ACTION: City Council has maintained a Software Maintenance and Support agreement for the ESRI GIS software for 20+ Years.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: The total cost of this item is more than allocated in the FY2020 budget due to late purchases of Field Data Collection Licenses for the Neighborhood Revitalization Effort. The total cost of this one-year renewal is $25,798.76. The additional funding required for this purchase will be taken from other accounting areas in IT and will be total budget neutral at the end of this fiscal year.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
ESRI Renewal Quote	Backup Material

RESOLUTION NO. R__________________

RESOLUTION AUTHORIZING APPROVAL TO RENEW ANNUAL LICENSE AND SUPPORT AGREEMNT FROM ESRI FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS)

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

Section 1. That the invoice presented to the Decatur City Council herewith from ESRI for the City of Decatur's annual License and Software renewal agreement, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and is thereby, authorized and directed to make payment to ESRI in an amount not to exceed $25,798.76 on behalf of the City of Decatur for annual license and support for the GIS system.

PRESENTED and ADOPTED this 4th day of May 2020.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 03/10/2020
To: Seth Stark
Organization: City of Decatur
MIS Dept
Fax #: 217-424-2772 **Phone #:** 217-450-2218

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted (including this cover sheet): 6

Quotation #25952013
Document Date: 03/10/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www. esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www. esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751533
Fax #: 909-307-3083

Quotation

Date: 03/10/2020 **Quotation Number:** 25952013 **Contract Number:** 00235721.8

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

City of Decatur
MIS Dept
1 Gary K Anderson Plz
Decatur IL 62523-1196
Attn: Seth Stark

Customer Number: 26839
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 06/09/2020 End Date: 06/08/2021	3,000.00	3,000.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 05/09/2020 End Date: 06/08/2021	1,301.92	1,301.92
2010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 06/09/2020 End Date: 06/08/2021	700.00	700.00
3010	2	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 06/09/2020 End Date: 06/08/2021	500.00	1,000.00
4010	1	87232	500.00	500.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751533
Fax #: 909-307-3083

Quotation

Date: 03/10/2020 **Quotation Number:** 25952013 **Contract Number:** 00235721.8

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 06/09/2020 End Date: 06/08/2021		
5010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 06/09/2020 End Date: 06/08/2021	500.00	500.00
6010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 06/09/2020 End Date: 06/08/2021	400.00	400.00
7010	6	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 06/09/2020 End Date: 06/08/2021	300.00	1,800.00
8010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 06/09/2020 End Date: 06/08/2021	500.00	500.00
9010	5	153147 ArcGIS Online Viewer (Formerly Named User Level 1) Term License Start Date: 03/26/2020 End Date: 06/08/2021	120.55	602.74
10010	2	153147 ArcGIS Online Viewer (Formerly Named User Level 1) Term License Start Date: 04/09/2020 End Date: 06/08/2021	116.71	233.42
11010	6	153147 ArcGIS Online Viewer (Formerly Named User Level 1) Term License Start Date: 06/09/2020 End Date: 06/08/2021	100.00	600.00
12010	1	153148 ArcGIS Online Creator (Formerly Level 2 Named User) Term License Start Date: 03/26/2020 End Date: 06/08/2021	602.74	602.74
13010	1	161328	5,000.00	5,000.00

[CSBATCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751533
Fax #: 909-307-3083

Quotation

Date: 03/10/2020 **Quotation Number:** 25952013 **Contract Number:** 00235721.8

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 06/09/2020 End Date: 06/08/2021		
14010	2	165531 ArcGIS Online Editor Term License Start Date: 03/26/2020 End Date: 06/08/2021	241.10	482.19
15010	2	165531 ArcGIS Online Editor Term License Start Date: 06/09/2020 End Date: 06/08/2021	200.00	400.00
16010	8	165533 ArcGIS Online Field Worker Term License Start Date: 03/26/2020 End Date: 06/08/2021	421.92	3,375.34
17010	3	165533 ArcGIS Online Field Worker Term License Start Date: 04/09/2020 End Date: 06/08/2021	408.49	1,225.48
18010	1	165533 ArcGIS Online Field Worker Term License Start Date: 05/24/2020 End Date: 06/08/2021	365.34	365.34
19010	1	165536 ArcGIS Online GIS Professional Standard Term License Start Date: 04/09/2020 End Date: 06/08/2021	3,209.59	3,209.59

Item Subtotal		25,798.76
Estimated Taxes		918.87
Total	**USD**	**26,717.63**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751533
Fax #: 909-307-3083

Quotation

Date: 03/10/2020 **Quotation Number:** 25952013 **Contract Number:** 00235721.8

Item	Qty	Material#	Unit Price	Extended Price

Renewal Options:

- Online: Renew through My Esri site at https://my.esri.com
    - Credit Card
    - Purchase Order
    - Email Authorization

- Email or Fax: Email Authorization, Purchase Order or signed quote to:
    - Fax: 909-307-3083
    - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[CSBATCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751533
Fax #: 909-307-3083

Quotation

Date: 03/10/2020 **Quotation No:** 25952013 **Customer No:** 26839 **Contract No:** 00235721.8

Item	Qty	Material#	Unit Price	Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD_________________ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_______________________________________ ________________________
Signature of Authorized Representative Date

_______________________________________ ________________________
Name (Please Print) Title

[CSBATCHDOM]

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Lime Sludge Removal with Evergreen F.S., Inc. - City Project - PUR2020-03

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution	Resolution Letter
Bid Summary	Backup Material
Contract Agreement	Backup Material

PURCHASING & INTERNAL SERVICES MEMORANDUM

#20-01

April 22, 2020

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Gregg Zientara, Financial Management Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Lime Sludge Removal Bids

SUMMARY RECOMMENDATION: Staff recommends awarding contract to Evergreen F.S., Inc. to furnish lime sludge removal for a five-year period from June 1, 2020 to May 31, 2025.

BACKGROUND: In May of 2015, City Council awarded a contract to Evergreen F.S., which will expire at the end of May 2020. Evergreen F.S. has provided lime sludge removal for at least 20 years previously. They have performed well and provided the service we need.

Lime sludge is a by-product of the lime softening process used at the City's South Water Treatment Plant. The lime sludge is removed by the vendor with a dredge, which is floated on the sludge ponds. The sludge is then pumped into a mix tank, and from there loaded into the vendor's semi-tanker trucks. The trucks then transport the product to farm fields where it is applied to the fields with big-tired spreaders. When applied to the fields, the sludge stabilizes the soil, changes the pH, and adds nutrients. Since the weather determines when the sludge can be field applied, the amount of time available for the whole process to be completed is relatively short, typically from September until early December.

In addition, lime sludge must be removed so the City doesn't violate its IEPA permit that is required to operate the lime sludge storage facility.

Evergreen F.S. has provided the necessary insurance and bonding requirements annually for this project.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: The Water Production Division of Public Works requested this service and wrote the bid specifications. They recommend approval of the bid.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863, Chaundra Smith, Water Production Operations Supervisor, 424-2831. Matt will be at the council meeting to answer any questions the council may have about this purchase.

BUDGET: Water Operating Fund.

RESOLUTION NO. _____________

RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING LIME SLUDGE REMOVAL WITH
– EVERGREEN F.S. INC. –
CITY PROJECT – PUR2020-03

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

Section 1. That the tabulation of the bid received for furnishing Lime Sludge Removal, City Project PUR2020-03 with Evergreen F.S. Inc. in the amounts listed below per ton be, and is hereby, received and placed on file.

Year 1 - $31.40
Year 2 - $31.70
Year 3 - $32.03
Year 4 - $32.35
Year 5 - $32.67

Section 2. That the bid of Evergreen F.S. Inc. be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Evergreen F.S. Inc. for their bid price of $2,562.400.00.

PRESENTED AND ADOPTED THIS 4th day of May, 2020.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim Althoff, City Clerk

Project Name: Lime Sludge Removal Project Number: PUR2020-03 Bid Date: April 6, 2020 Time: 10:00 a.m.				Evergreen FS Inc. Bloomington, IL		Customized Environmental Solutions, Inc. dba Telum West Des Moines, IA		J. Oros Environmental Carlinville, IL		Stewart Spreading Inc. Sheridan, IL	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	Lime Sludge Removal										
	Year 1 - 6/1/20 - 5/31/21	16,000	TONS	$31.40	$502,400.00	$32.00	$512,000.00	$49.90	$798,400.00	$59.25	$948,000.00
	Yearr 2 - 6/1/21 - 5/31/22	16,000	TONS	$31.70	$507,200.00	$32.00	$512,000.00	$51.40	$822,400.00	$60.48	$967,680.00
	Year 3 - 6/1/22 - 5/31/23	16,000	TONS	$32.03	$512,480.00	$33.00	$528,000.00	$52.94	$847,040.00	$61.95	$991,200.00
	Year 4 - 6/1/23 - 5/31/24	16,000	TONS	$32.35	$517,600.00	$33.00	$528,000.00	$54.53	$872,480.00	$63.18	$1,010,880.00
	Year 5 - 6/1/24 - 5/31/25	16,000	TONS	$32.67	$522,720.00	$33.50	$536,000.00	$56.17	$898,720.00	$65.20	$1,043,200.00
	TOTAL				$2,562,400.00		$2,616,000.00		$4,239,040.00		$4,960,960.00

LIME SLUDGE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of May 2020 by and between the City of Decatur, Illinois ("City"), and Evergreen F.S., Inc. WITNESSETH:

WHEREAS City Water Treatment Plant lagoons accumulate large quantities of lime sludge that must be removed periodically as part of the water treatment process, and;

WHEREAS City desires to secure a reliable provider of lime sludge removal services at a reasonable and guaranteed price, and;

WHEREAS Evergreen F.S., Inc. has the product knowledge, experience, local farm knowledge, and capability to fulfill the City's lime sludge removal requirements, and;

WHEREAS Evergreen F.S., Inc. is the responsible bidder which submitted the responsive bid with the lowest price term.

NOW THEREFORE, City and Evergreen F.S., Inc. agree as follows:

1. The provisions of the City's "INVITATION TO BID", including "NOTICE TO BIDDERS"; "TERMS & CONDITIONS"; "SPECIAL PROVISIONS"; "BIDDER'S PROPOSAL (as completed and submitted by Evergreen F.S., Inc.); "BID SIGNATURE PAGE"; "NON-COLLUSION AFFIDAVIT OF PRIME BIDDER"; and "EQUAL EMPLOYMENT OPPORTUNITY 'EXHIBIT A'", are hereby

incorporated into, and made a part of this AGREEMENT as if fully set forth herein.

2. As a condition of the City making payments under this Agreement, Evergreen F.S., Inc. shall comply with the “SPECIAL PROVISIONS”, including but not limited to providing City copies of all required EPA and IEPA permits

3. The term of this Agreement shall be from June 1, 2020 to May 31, 2025.

4. Assignment. No assignment by a party hereto of any rights under or interests in the contract will be binding on the other party to this contract without the written consent of the party sought to be bound.

5. Amendment. Neither this Agreement, nor any document incorporated herein may be amended without the mutual consent of the Parties evidenced by a written amendment.

6. Limited Liability of City to Others for Evergreen F.S., Inc. Expenses. There shall be no obligation by the City to make any payments to any person other than Evergreen F.S., Inc., nor shall the City be obligated to make direct payments to any contractor, subcontractor, mechanic or materialman providing services or equipment to Evergreen F.S., Inc. for the work contemplated by this Agreement.

7. Waiver. Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be

deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

8. Notices. All notices, demands, requests, consents, approvals or other instruments permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

TO: Evergreen F.S., Inc.	TO CITY:
Attn: Brent Owen	City of Decatur
402 N. Hershey Road	Attn. Purchasing Division
P.O. Box 1367	#1 Gary K. Anderson Plaza
Bloomington, IL 61702	Decatur, IL 62523-1196

9. Successors in interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, heirs, and assigns.

10. Legal Challenge. If any action is brought by any entity before any court of competent jurisdiction, or any administrative agency having regulatory or other responsibility for the matter, challenging the validity of any provision of this Agreement, Evergreen F.S., Inc. shall indemnify and hold harmless the City for all costs and expenses related to the defense of such action, including reasonable attorney's fees.

11. Default. In the event of a default under this Agreement, which default is not cured within the cure period provided for below, the other party shall have

an action in damages, or, in the event damages would not fairly compensate the non-defaulting party, the non-defaulting party shall have such other rights and remedies as are available at law or equity. In the event a defaulting party fails to perform any condition hereunder, it shall not be deemed in default if it shall have cured such default within 30 days of its receipt of a notice from the non-defaulting party specifying the nature of the default. Upon a breach of this Agreement, the non-defaulting party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may enforce this Agreement or may be awarded damages for failure of performance, including attorney's fees and professional fees, or both, and costs.

12. Force Majeure. Neither party shall be deemed in default of this Agreement if such default is due to any civil disorder, riots, insurrections, war, major casualties, severe weather, Act of God, or any other cause beyond the reasonable control of the City or Evergreen F.S., Inc. ("Force Majeure"). A force majeure event shall be claimed in writing, if at all, within 20 days of the event thereof, and otherwise may not be claimed.

13. Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

14. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall to any extent be invalid or enforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of the same to parties or

circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

15. The persons affixing their signatures to this agreement certify that they have full authority to bind their respective parties.

CITY OF DECATUR, ILLINOIS,	Evergreen F.S., Inc.
BY:	BY:
______________________________	______________________________
Julie Moore Wolfe, Mayor	It's ___________________________

ATTEST:

____

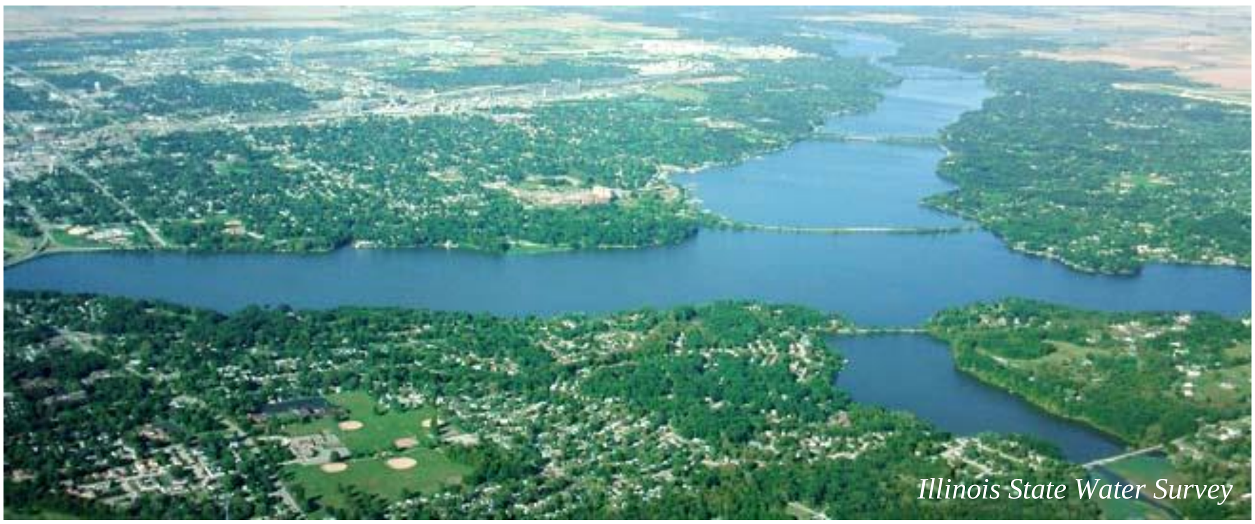
Kim Althoff, City Clerk

ATTACHMENTS:

Description	Type
Lake Decatur Watershed - 1st Quarter Report 2020	Backup Material
Lake Decatur Watershed - 1st Quarter Report 2020 Financial Statement	Backup Material

TO: **Honorable Mayor, Julie Moore Wolfe**
FROM: Angela Daily, Watershed Specialist, Macon County SWCD
DATE: April 20, 2020
SUBJECT: 1st Quarter Report
PERIOD: January 1, 2020 – March 31, 2020

CITY OF DECATUR
LAKE DECATUR WATERSHED PROGRAM



Better Reflections through Soil Conservation

1st Quarter Report on the Lake Decatur Watershed Program
January 1, 2020 – March 31, 2020
Macon County SWCD

CC: Councilman Bill Faber
Councilman David Horn
Councilman Chuck Kuhle
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilman Rodney Walker
Mr. Scot Wrighton, City Manager
Mr. Matt Newell, Public Works Director
Mr. Keith Alexander, Water Production Manager

Conservation Cost-Share Programs

Lake Decatur Watershed Program

The Lake Decatur Watershed Program (LDWP) provides $25,000 of funding to the SWCD to administer implementation of conservation practices that reduce soil erosion and sedimentation within the Lake Decatur Watershed. Applications for the program are taken year-round and then ranked each March(April this year) to determine the cost effectiveness of the practice. This year, 4 projects were ranked and approved by the SWCD board for funding through the LDWP. The program offers 60% cost-share while landowners pay for the remaining 40% of the cost.

County	Township	Practice	Tons of Soil Saved/year	LBS of "P" Saved /year	LBS of "N" Saved /year
Piatt	Willow Branch South	Grassed Waterway	40	40	79
Macon	Long Creek	Shoreline Stabilization	3	3	7
Macon	Mt. Zion	Grassed Waterway	330	330	660
Piatt	Sangamon	Sediment Basin	155	20	41

Partners for Conservation Program

Funding for the Partners for Conservation Program (PFC) comes from the Illinois Department of Agriculture. **FY20 cost share funds are very small this year and all though they were approved for payment by IDOA in August of 2019, no funds have been received by any district in Illinois.** The PFC program offers 60% cost share requiring landowners to pay for the remaining 40% of the cost of the project. This year, 2 projects were ranked and approved by the SWCD board for funding through PFC.

County	Township	Practice	Tons of Soil Saved/year	LBS of "P" Saved /year	LBS of "N" Saved /year
Macon	Harristown	Grassed Waterway	105	105	210
Macon	Blue Mound	Grassed Waterway	50	50	100

Streambank Stabilization & Restoration Program

Funding for SSRP comes from the Illinois Department of Agriculture. **FY20 cost share funds are very small this year and all though they were approved for payment by IDOA in August of 2019, no funds have been received by any district in Illinois.** Funding for SSRP is capped at a max of $10,000 per project. This year, 2 projects were ranked and approved by the SWCD board for funding through SSRP.

County	Township	Practice	Tons of Soil Saved/year	LBS of "P" Saved /year	LBS of "N" Saved /year
Macon	South Wheatland	Streambank Stabilization	153	153	306
Macon	Mt. Zion	Streambank Stabilization	60	60	119

TOTAL IMPACT OF FY20 APPROVED BMP PRACTICES

ACRES AFFECTED	TONS OF SOIL SAVED PER YEAR	POUNDS OF "P" SAVED PER YEAR	POUNDS OF "N" SAVED PER YEAR
684.30	896	761	1522

Watershed Activities

MS4 Agreement:

Since 2009, the MS4 communities of the City of Decatur, the Villages of Forsyth and Mt. Zion have worked in partnership with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding BMPs, construction site inspections for the Land Disturbance Permit program, and inspection of detention basins. This quarter, 7 land disturbance permits were issued.

Saving Tomorrow's Agricultural Resources (STAR):

The SWCD entered into a license agreement with the Champaign County SWCD to offer the STAR Program within Macon County near the end of FY19. The STAR Program is a free tool to assist farm operators and land owners in evaluating their nutrient and soil loss management practices on individual fields by assigning points for each cropping, tillage, nutrient application and soil conservation activity used on that field. The total points are used in a scale to determine a rating of 1 to 5 stars for each individual field. To date Macon County SWCD has guided producer enrollment of 1,209.54 acres in the STAR Program.

Technical Assistance:

The Watershed Staff are available to answer erosion and flooding complaints in the City of Decatur and the watershed. In the past quarter, staff received 4 requests for assistance pertaining to several different items.

Grants

USDA's Regional Conservation Partnership Program:

RCPP Grant Proposals can be submitted on annual basis and with strong partnerships, careful planning and adequate landowner interest, Macon County could be positioned to submit a fresh, new proposal in the near future. Deadlines and information for this round of RCPP has yet to be released.

IEPA 319 Grant Planning & Implementation Grants

The larger Sangamon River Watershed has been designated a priority watershed for 319 Implementation Grant funding in 2022 by the IEPA, with grant applications due in August 2021.

Public Education Programs

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. SWCD staff and board members provide time and energy in these efforts. This year, the following education programs were hosted or participated in as educators:

Date	***Name of Event***	***Program Presented***	***People in Attendance***
1/9/20	Lady Landowners	Women in Agriculture	34
1/27/20	Contractor Pipeline Safety	Pipeline Safety	13
2/20/20	SWCD Annual Meeting	Ag Nuances and GMO's	31
3/6/20	Women Changing the Face of Agriculture	Careers in Agriculture	675
3/12/20	Lady Landowners	Women in Agriculture	33
Total Reached in FY20			786
Education events which SWCD usually hosts or participates in after the date of March 12 have been cancelled, postponed or rescheduled due to COVID-19			

Aside from these educational programs, the SWCD staff serve in the following capacity to enhance educational outreach throughout the county and the watershed:

- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification and presenting at meetings
- Participate in and perform secretarial duties for the Heart of the Sangamon River Ecosystem Partnership meetings
- Update and maintain the SWCD website and Facebook pages with information that is pertinent to the mission of the District as well as the MS4 website.

Closing Comments

We have included the financial report for the quarter ending March 31, 2020 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.
The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to visit us at the USDA Service Center at 3342 N. President Howard Brown Blvd., Decatur, Illinois 62521. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3.

Board of Directors
David Carr, Chairman
Eric Veech, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Chase Brown, Director
Mark Lillpop, Director

Staff
Manny Wei, Watershed Technician

Angela Daily, Watershed Specialist

FINANCIAL STATEMENT

Lake Decatur Watershed Protection Program

City Allocation for MCSWCD Vendor # 796

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	12/31/2020	
	January 1 - March 31, 2020	April 1 - June 30, 2020	July 1- September 30, 2020	October 1 - December 31, 2020	Total Invoiced to City	
Operational Expenses	**1st Qtr.**	**2nd Qtr.**	**3rd Qtr.**	**4th Qtr.**	**FY ending 12/31/2020**	Percent of Contract $
Watershed Salaries	19,864.24				$ 19,864.24	13%
Payroll taxes	2,859.20				$ 2,859.20	2%
Benefits	560.71				$ 560.71	0%
BMP Implementation					$ -	0%
Meetings and Training	190.00				$ 190.00	0.1%
Professional fees	466.97				$ 466.97	0.3%
Insurance					$ -	0.0%
Outreach	50.00				$ 50.00	0.0%
Education	770.52				$ 770.52	0.5%
Internet	25.31				$ 25.31	0.0%
Truck/ Insurance	9.58				$ 9.58	0.0%
Office Equipment	544.89				$ 544.89	0.4%
Office Expenses	100.78				$ 100.78	0.1%
Postage	87.07				$ 87.07	0.1%
Total Expenses	25,529.27				$ 25,529.27	17%
	1st Qtr.	**2nd Qtr.**	**3rd Qtr.**	**4th Qtr.**	**YTD 2020**	
	1st Qtr.	**2nd Qtr.**	**3rd Qtr.**	**4th Qtr.**		**Percentage Complete**
Agreement Amount	$ 154,508.00					
Total Invoiced to City	$ 25,529.27					17%
Agreement Balance	$ 128,978.73					