



**Monday, April 6, 2020
5:30 PM
City Council Chambers**

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, but pursuant to Governor's Executive Order No. 2020-10 and CDC guidelines, no more than 10 audience members will be allowed in the rear of 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) members of the public may be in the chambers at any one time, seating for these 10 will observe social distancing rules, and all of them 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 10 members of the public have already been seated 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 10 people already in the chamber. Public comments can be emailed in advance of the meeting to the City Clerk at kalthoff@decaturil.gov.

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 March 16, 2020 City Council Meeting

IV. Unfinished Business

V. New Business

1. 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
2. Financial Relief Measures Related to COVID-19 Disruption
3. Resolution Approving a Grant Agreement between the Howard G. Buffett Foundation and the City of Decatur for Revitalization of the Johns Hill Neighborhood
4. Resolution Authorizing Agreement - Central Illinois Land Bank Authority
5. Resolution Repealing Resolution R2020-49 and Authorizing Change Order No. 1 to the Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation City Project 2019-40
6. Resolution Authorizing Water Services Agreement with the Village of Mt. Zion

VI. Other Business

VII. Adjournment

ATTACHMENTS:**Description****Type**

Minutes of March 16, 2020 City Council Meeting

Backup Material

CITY COUNCIL MINUTES
Monday, March 16, 2020

On Monday, March 16, 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 Lisa Gregory, David Horn and Rodney Walker. Council Members Pat McDaniel, Bill Faber and Chuck Kuhle were absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following individuals provided comments to the Council: Marc Girdler, John Phillips Jr., and Ana Taylor.

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

The minutes of the February 24, 2020 City Council meeting were presented. Councilwoman Lisa Gregory moved the minutes be approved as written; seconded by Councilman David Horn and on call of the roll, Council members Lisa Gregory, David Horn, Rodney Walker 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.

Motion Adopting City Council Policies, was presented. Councilwoman Lisa Gregory moved that the motion do pass, seconded by Councilman David Horn.

City Manager Wrighton gave an overview of the following three City Council policies: Annexations, Disposition of Surplus Property and Voluntary Demolitions.

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

2020-51 Ordinance Amending Zoning Ordinance-Section XXI. Exceptions to Height and Area Requirements, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Ordinance.

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

2020-52 Ordinance Rezoning Property from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District – 500 to 800 Blocks of West Eldorado Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

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

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

R2020-43 Resolution Authorizing an Amendment to the Services Agreement with Johnson Controls, Inc., was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave a brief overview of the Resolution.

Mr. Bruce Combs with Johnson Controls, Inc. gave an update of the timeline of completing the project.

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

R2020-44 Resolution Authorizing the Purchase of 1980 North Brush College Road for Improvements of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-0093, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

Public Works Director Matt Newell explained that this was the largest piece of property and the most expensive which was part of the Freight Grant the city received for this specific property.

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

R2020-45 Resolution Authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR,

was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

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

R2020-46 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for Decatur Public Transit System Concrete Bus Shelter Pad Improvement Project, City Project 2019-1, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

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

R2020-47 Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the Meadowlark Bridge/Caterpillar Ditch (SN 058-6022) City Project 2020-02 Section No. 20-00002-00-BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution. Items nine and ten on the agenda coincide together.

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

R2020-48 Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz, Inc. to perform Bridge Design Services for the Meadowlark Bridge/Caterpillar Ditch (SN 058-6022) City Project 2020-02 Section No. 20-00002-00BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

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

R2020-49 Resolution Authorizing Change Order No. 1 to the Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation City Project 2019-40, was presented. Councilwoman Gregory moved the Resolution do pass and be adopted seconded by Councilman Horn.

Public Works Director Matt Newell gave a brief overview of the Resolution.

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

Resolution Accepting the Bid Price of Schimmer Ford Lincoln Hyundai for the Purchase of Six (6) 2020 Ford Explorer Police Interceptor Vehicles, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution. City Manager Wrighton explained that this Resolution can be delayed. The bid is good until June.

Police Chief Getz agreed with City Manager Wrighton. It will take seven or eight months to receive the vehicles because of back log.

Motion to amend the Resolution to purchase three vehicles instead of six was made by Councilman Walker, seconded by Councilman Horn.

Upon call of the roll, Council members David Horn, Rodney Walker, and Mayor Moore Wolfe voted aye. Council member Lisa Gregory voted nay. Mayor Moore Wolfe declared the motion failed.

Councilwoman Lisa Gregory expressed that she would like to vote on the Resolution as presented.

Councilman David Horn made a motion to table the Resolution, seconded by Councilman Rodney Walker.

Upon call of the roll, Council members David Horn, Rodney Walker, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2020-50 Resolution Authorizing Weed Removal Contract Jandi Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the following four Resolutions as they all relate to authorizing weed removal.

Neighborhood Services Manager Susan Kretsinger explained the bidding process. The mowing process runs from April until October.

Councilman Horn questioned whether the City Council should table the Resolution until the effects of COVID-19 are known.

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

R2020-51 Resolution Authorizing Weed Removal Contract Azuish Enterprise, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

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

R2020-52 Resolution Authorizing Weed Removal Contract Phillip Turner, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

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

R2020-53 Resolution Authorizing Weed Removal Contract Brad Franzen, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

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

2020-53 Ordinance Annexing Territory Entirely Surrounded by the City Limits-2333, 2305, 2251 Captain Ln., 2294, 2278, 2242, 2263, Wilcox Ln, 3424, 3409, 3373, 3355, 3331 Sullivan Dr., was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the following four Ordinances as they all relate to annexations.

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

2020-54 Ordinance Annexing Territory Entirely Surrounded by the City Limits-2324 Dunes Dr., was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

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

2020-55 Ordinance Annexing Territory Entirely Surrounded by the City Limits-3338, 3335, 3345 Desert Inn Rd., 2233, 2221 Sands Dr., was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

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

2020-56 Ordinance Annexing Territory Entirely Surrounded by the City Limits-4115, 4116 N. Doneta Ave (AKA 4115, 4116 Doneta Ave., was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

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

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through K. and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman Horn requested to remove Item A. from the Consent Calendar. The Clerk read items B. through K.

Item B. R2020-55 Resolution Receiving and Filing the 2019 Official Zoning Map
Item C. R2020-56 Resolution Approving Appointment – Electrical Commission
Item D. Receiving and Filing of Minutes of Boards and Commissions
Item E. 2020-57 Ordinance Annexing Territory 3290 Burt Drive.
Item F. 2020-58 Ordinance Annexing Territory 3322 Burt Drive.
Item G. 2020-59 Ordinance Annexing Territory 4160 Dean Drive
Item H. 2020-60 Ordinance Annexing Territory 3205 Las Vegas Drive
Item I. 2020-61 Ordinance Annexing Territory 4250 Needle Road
Item J. 2020-62 Ordinance Annexing Territory 3708 Ravina Park Road
Item K. 2020-63 Ordinance Authorizing Consumption of Alcoholic Liquor 2100 Block East Cantrell Street Between 21st Street and 22nd Street-Wild Dog Saloon-Russ Garver Benefit

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

Item A. R2020-54 Resolution Regarding Temporary Closure of Certain Downtown Sidewalks-Decatur Celebration, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

Council member Horn asked whether there would be any changes to the fencing in 2020 compared to 2019.

Mr. Jarrod Cox from the Decatur Celebration gave a brief overview of the changes.

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

Mayor Moore Wolfe called for Other Business.

City Manager Wrighton suggested that the Study Session should be cancelled on March 23rd due to the Coronavirus. There is a scheduled Study Session on April 13th where items can be pushed to that date. In attempting to comply with the direction of the White House and Governor, the Civic Center will be closed to the public beginning Thursday March 19, 2020. Press Releases addressing the temporary closure of the Civic Center to the general public and available resources to businesses will be issued. Between now and the next City Council meeting on April 6th, the city will wait on the directives from the state. Mayor Moore Wolfe expressed that she is in favor of supporting and helping small businesses during this time. City Manager Wrighton explained that functions and responsibilities of staff will continue.

Councilwoman Gregory thanked the Howard G. Buffet Foundation for committing up to one million dollars to help with supplies for COVID-19. She also thanked City Manager Wrighton, Interim Director of Community Development Richelle Irons and Deputy City Manager Jon Kindseth for the creation of the side lot program.

Mayor Moore Wolfe expressed condolences to Councilman McDaniel who lost his mother after a long illness.

With no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session Under Open Meetings Act Section 2 (c)(5) for the purpose of discussing the purchase or lease of real property for the use of the public body.

Councilwoman Gregory moved to Recess to Closed Executive session, seconded by Councilman Horn.

Upon call of the roll, Council Members David Horn, Rodney Walker, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City meeting following Closed Executive Session. Councilwoman Lisa Gregory moved the regular meeting be adjourned; seconded by Councilman David Horn. All were in favor by voicing no objections.

Mayor Julie Moore Wolfe declared the regular Council meeting adjourned at 7:42 P.M.

Approved _____
Angela Harper
Deputy City Clerk

Legal Department

DATE: 4/2/2020

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT:

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.

SUMMARY RECOMMENDATION: In light of Governor Pritzker's extension of emergency orders running through April 30, 2020 to prevent the spread of coronavirus and to maintain public health, it is recommended that the City Council affirm or amend the Mayor's existing emergency declaration so that it remains in force, but only through the end of the designated emergency.

BACKGROUND:

On March 23, 2020, under authority granted by State Statute and local ordinance, Mayor Moore Wolfe declared a public health emergency in Decatur related to the COVID-19 pandemic. Illinois mayors are granted limited emergency powers so that they can immediately act to protect the public safety and health of the community without waiting for the next City Council meeting. However, these powers extend only to the next meeting of the City Council--at which time the governing body may affirm, alter, expand, amend or repeal the Mayor's emergency decisions and actions based on their assessment of the emergency, and the ongoing need for immediate action and time-sensitive responses.

The local nature of the COVID-19 pandemic emergency continues to change, and new strategies to protect the health of citizens, maintain essential services, and blunt the economic impacts of the emergency emerge quickly. The Mayor, City Manager and both public safety chiefs participate in daily meetings with other Macon County local governments, health care providers and social service agencies to discuss and determine the best strategies for managing the emergency locally (via conference call; and known as the Crisis Communications Group). New methods for carrying out the Governor's orders through April 30 (some as yet unknown) may continue to require rapid response. For this reason, it is recommended that some or all of the emergency powers contained in the March 23 declaration be retained.

To the fullest extent possible, senior staff and the Mayor will consult with City Council members before carrying out actions that in normal circumstances would be reserved to the governing body by majority vote at a regular council meeting. As discussed under item #2 of this meeting agenda, some of these still await council discussion and action.

In accordance with the March 23 declaration, staff has already implemented fare changes for public transit buses that protect the health of drivers, suspended some parking enforcement in the downtown area, suspended water disconnections due to non-payment, promulgated policies concerning sale of alcoholic beverages at curbside, shut public buildings to the general public, and taken other actions where a rapid response to emergency conditions warranted such action.

However, even in the midst of such an emergency, some decisions can wait until the City Council convenes its next meeting, e.g., determining whether certain fees, permits, licenses and regular charges assessed by the city can be waived or postponed in the interests of providing financial relief to those most directly impacted by the current emergency, or whether the city can take other measures to assist small businesses from being shuttered by the rapidly changing elements of the pandemic and the impacts of the 'stay-at-home' order (see agenda item #2).

In anticipation that staff would maintain a periodic dialogue with council members about how and where emergency actions are taken, and postpone certain decisions that are less time sensitive to the next council meeting, the language of this ordinance is broad--so that it can cover unanticipated circumstances and developments, while still maintaining proper accountability for short-term emergency decision-making.

PRIOR COUNCIL ACTION: None

ATTACHMENTS:

Description	Type
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	Ordinance

ORDINANCE NO. _____

**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**

WHEREAS, a new and significant outbreak of Coronavirus Disease 2019 (“COVID-19”), a novel severe acute respiratory illness that can spread among people through respiratory transmissions, emerged in late 2019; and,

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency and declared it a worldwide pandemic on March 11, 2020; and,

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and,

WHEREAS, the Governor of the State of Illinois issued a Gubernatorial Disaster Proclamation declaring all counties in the State of Illinois as a disaster area on March 9, 2020 and has activated the State Emergency Operations Center; and,

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and,

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 virus; and,

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 entitled Executive Order in Response to COVID-19 (COVID-19 Executive Order No 8), a Stay At Home Order; and,

WHEREAS, on March 31, 2020, the Governor of the State of Illinois issued an Executive Order extending the Stay At Home Order; and

WHEREAS, it is necessary and appropriate for the City of Decatur, Illinois to take measures to protect the public’s health in response to the COVID-19 virus; and,

WHEREAS, it is necessary and desirable to modify, suspend or otherwise temporarily alter the provisions of various City ordinances and promulgated rules during the pendency of this emergency; and,

WHEREAS, 20 ILCS 3305/10(j) of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Emergency Act and Chapter 46 of the City Code of the City of Decatur, Illinois provide certain emergency authority; and,

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

NOW, THEREFORE, in accordance with Section 3 of Chapter 46 of the City Code of the City of Decatur, Illinois and the relevant provisions of the Illinois Compiled Statutes, it is hereby proclaimed and declared:

SECTION 1. That there is a public health emergency caused by the contagious COVID 19 virus.

SECTION 2. The public health emergency is related to the COVID-19 virus which is causing or anticipated to cause widespread impacts on the health and well-being of members of the community.

SECTION 3. That the directives in this Ordinance adopt and rely upon each and every matter and governmental action recited in the preamble, which is hereby incorporated by reference.

SECTION 4. That the following actions are authorized as set forth specifically:

- A. The City Manager, in consultation with and concurrence of the Mayor may determine whether and what public buildings and facilities will be open, determine the hours of operation public buildings will be open and designate those persons that may access public buildings and facilities.
- B. The City Manager may determine the essential governmental functions needed to ensure the continuing operation of the City or to provide for or support the health, safety and welfare of the public, including contractors performing essential governmental services, and identify those employees and/or contractors necessary to the performance of those functions.
- C. The City Manager may determine the manner of operations for City employees and contractors performing essential governmental functions including place and manner of work ensuring the continuity of essential governmental functions.
- D. The City Manager is authorized to suspend or alter the provisions of any regulatory ordinance prescribing procedures for the conduct of the government or affairs of the City, if strict compliance there with would prevent, hinder or delay action necessary to cope with the emergency including, but not limited to parking enforcement, utility payments and disconnections, code enforcement, issuance or renewal of permits and fees and other similar

governmental acts including, but not limited to the following suspension or alteration of City Code provisions:

- i. Termination of water service for failure to pay for such service shall be suspended for those accounts with payment due dates on or after March 14, 2020 during the pendency of this Ordinance.
 - ii. Late fees and penalties for failure to pay for water service for those accounts with payment due dates on or after March 14, 2020 shall be waived during the pendency of this Ordinance.
 - iii. Renewals of sign hanger licenses, hotel/motel licenses and Vehicle for Hire licenses shall be extended from April 30, 2020 to June 30, 2020.
 - iv. Penalties for the failure to file and pay food and beverage taxes, local motor fuel taxes, and hotel/motel use taxes for those due and owing on or after March 20, 2020 shall be waived during the pendency of this Ordinance.
 - v. Penalties for violations of the City Code pertaining to parking restrictions and enforcement of time limited parking on the public parking lots, alleys and streets in the downtown business area shall be suspended as set forth and determined by the Chief of Police of the City of Decatur
- E. The City Council Policies are amended so as to adopt the Open Meeting Act electronic attendance provisions set forth in the Governor's Executive Order 2020-07.
- F. To perform other governmental functions set forth in further Declarations and Proclamations as needed.

SECTION 5. That all actions as described above which have been taken prior to the date of this Ordinance and during the pendency of this emergency are authorized as if this Ordinance were in effect at the time the actions were taken.

SECTION 6. This Ordinance shall be effective for the period of the declaration of emergency unless terminated at any time prior by the City Council. All amendments, activities and/or authorizations permitted pursuant to this Ordinance shall cease and become void upon termination of this Ordinance.

SECTION 7. Any and all actions or prosecutions of a violation of this Ordinance and/or Code section impacted by this Ordinance shall continue in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of April, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

City Manager

DATE: 4/2/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Financial Relief Measures Related to COVID-19 Disruption.

SUMMARY RECOMMENDATION: No specific action is recommended, or needs to be moved to commence council discussion. Based on discussions, the City Council may elect to approve a motion authorizing staff to proceed with one or more of the measures listed in the staff report.

BACKGROUND: On March 23, the Mayor issued an emergency declaration to expedite certain responses to the emergency. Continuation of this authority is item #1 of the April 6 agenda. Although some of the actions listed in the attached staff report can be implemented under the authority of the emergency order, the mayor and city manager seek consensus with the governing body wherever and whenever it is possible to do so. The purpose of this item is to discuss and provide direction on additional measures not yet implemented.

ATTACHMENTS:

Description	Type
Financial Relief Measures	Cover Memo

April 2, 2020

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Financial Relief Measures Related to Coronavirus Disruption

States and localities across the country are trying to evaluate the short and long-term financial impacts on their citizens, and their own government budgets, from the COVID-19 pandemic. As the Decatur City Council tries to evaluate what the local impacts could be, here are some of the parameters and context for immediate and eventual policy decisions:

- All of Decatur's largest manufacturing and industrial production employers remain open and in operation. Some have experienced only limited employment disruption as staff members juggle childcare because of school and daycare closings, elder care disruptions managed by employees, and/or take more sick leave as a precaution against COVID-19 infections; but most employees in these businesses have not been idled.
- Most local governments, healthcare providers, social and senior service agencies and several private businesses remain in operation (even if access to the public is limited) either because they are considered essential service entities, or because they have been able to move most of their employees to off-site/home-based work arrangements; so, most employees in these organizations have not been idled.
- Hospitality, specialty retail, bars, entertainment, dine-in restaurants, lodging, personal services, recreation/fitness and related businesses that involve (by the very nature of the business) having groups of people together for extended periods of time where it is difficult or impossible to practice social distancing—are the hardest hit businesses, and they have seen most of the local employment layoffs, furloughs and business shut-downs. It is still too early to know exactly how many local residents have had their employment idled, eliminated or reduced by the stay-at-home and business closure orders. While many restaurants have switched to pick-up/delivery/curbside sales, some dine-in establishments have simply closed. Cooks and owners at restaurants may be working, but their waiters/waitresses have all been idled, and the impact on businesses that support/supply restaurants and hospitality businesses cannot be calculated yet.
- All in-person educational institutions are closed, kindergarten through higher education, and this has idled education support workers and many teachers; those faculty members still working have had to immediately adapt to delivery of online instruction.
- The combined effects of reduced dine-in food and beverage sales, hoard-buying, increased online purchases, and stay-at-home impacts on water consumption and utility taxes, cannot be accurately assessed until mid-May when the city starts to receive actual data from the Illinois Department of Revenue. Some may be up; most will be down. But the hard data will give insight into the new tax and spending picture painted by these new developments.

- Income tax revenues will almost certainly be down significantly due to a postponement in the State income tax filing date, and the idling of employment in the hospitality, specialty retail, restaurant, lodging and related businesses that have closed.
- While the economic disruptions and dislocations in Decatur will not impact everyone in the same way or to the same degree—the economic effects will fall, and are falling, disproportionately on persons with lower income levels, many of whom work in service industries. As of today, nationwide unemployment claims exceed 6.6 million; a disproportionate number of these are likely in the service sector, though there is a growing number of white collar jobs included in this number.
- Several State and Federal Emergency Relief programs (already approved or likely to be approved in the near future) will provide direct or indirect financial assistance to small businesses (generally with assets of less than \$1 million). These programs will help sustain many small businesses; but some businesses will likely close forever anyway. So far, none of the announced State and Federal relief programs fund the almost certain revenue shortfalls that will be experienced by local government (except cities with populations over 500,000).
- The aggregate cost of healthcare in the United States will increase due to the expenses of treating an unknown number of COVID-19 sufferers, with initial estimates for hospitalizations ranging from \$10K - \$30K per patient.
- Delivery businesses may be surging, but their costs may increase to cover expenses required to protect workers and customers from COVID-19, as well as many increasing wages to keep employees working.

As more information becomes available, the City Council and staff can take additional decisions to mitigate negative impacts in Decatur. It is recommended that the City Council deal with decisions related to how the Decatur 2020 budget will need to be adjusted ***later in the Spring, beginning in May or June***, when more reliable data is available about revenue and expenditure patterns. In the meantime, senior staff are already holding back on non-essential spending, capital purchases, and new hires.

What I believe is most imperative now, however, is to decide on the most appropriate and useful economic relief measures the city can reasonably offer to help those citizens, families and small businesses most effected by the economic disruptions caused by COVID-19, and the stay-at-home and closure orders issued by the State of Illinois.

In addition to the measures listed on the attached sheet, it may eventually be necessary to create a new fund to help pay the utility and other bills of those who have lost their jobs. The local existing resources traditionally supplied by charities, churches and social service agencies to help the less fortunate when they cannot pay all of their household bills will be insufficient to meet the increased local demand created by this crisis. It may be that the additional CDBG funds recently announced by Congressman Davis, or other private, State and/or Federal relief programs, could be used to provide the extra capital to fund such a short-term relief program. Staff is still researching how these one-time funds can be used to result in the greatest positive impact in Decatur. Until the capitalization of such a relief fund can be arranged, however, it is recommended that the measures on the attached sheet be approved, in whole or in part.

Proposed Utility, License, Permit and other fee adjustments – April 2020

Utility Bills

- Temporary suspension of water shutoffs for failure to pay utility bill effective March 13, 2020 until April 30, 2020 or later(already implemented)
- Waiver and suspension of late fees and penalties for bills with due date March 13, 2020 until April 30, 2020, or later. Account balances remain, and customers should pay their fees and charges if they are able to do so, to avoid accumulating a large outstanding balance; but customers who are unable to pay due to local economic disruptions will not incur fees and penalties during this time period. (already implemented)
- Implement new ordinance providing limited relief to landlords in the form of revised deposit rules (staff and the landlord's association has been working on this for months). It provides more relief for landlords than it does for tenants, however, so council may want to delay implementation depending on whether tenants or landlords are considered more vulnerable during the current emergency.

Licensing

- Sign hanger licenses expiring April 30, 2020 will be extended to June 30, 2020, upon which license renewals will be effective July 1, 2020 to April 30, 2021, with license fee payment for this period to be the same as the normal full year license fee payment.
- Push back future deadlines for garbage hauler permit fees for those contractors who are cooperating with the city's solid waste related COVID-19 strategies.
- Hotel/motel licenses expiring April 30, 2020 will be extended to June 30, 2020, upon which license renewals will be effective July 1, 2020 to April 30, 2021, with license fee payment for this period to be same as the normal full year license fee payment.
- Vehicle for hire licenses expiring April 30, 2020 will be extended to June 30, 2020, upon which license renewals will be effective July 1, 2020 to April 30, 2021, with license fee payment for this period to be same as the normal full year license fee payment.
- Vehicle for hire drivers licenses expiring April 30, 2020 will be extended to June 30, 2020, upon which license renewals will be effective July 1, 2020 to April 30, 2021, with license fee payment for this period to be same as the normal full year license fee payment.
- Revise taxi ordinance to simplify the certification requirements, and apply the new rules to Uber, Lyft and similar transportation sharing services uniformly (proposed during the City Council's June 2019 strategic planning retreat).
- Pet registrations will continue to be processed upon receipt. City will suspend issuance of citations and penalties for failure to obtain pet registrations until after May 1, 2020, or later (already implemented).

Local Tax Return Filing and Payment (food & beverage tax, local motor fuel tax, hotel/motel use tax)

- Tax returns and payments for these taxes are due March 20. Those businesses able to pay them should do so. However, failure to file and pay on March 20 will not be subject to penalties and interest, and the new deadline for filing and payment will be extended to

April 20, or later (already implemented). Tax returns and tax payments will be due April 20 as normal, or as otherwise extended by the Council.

- Postpone collection of local video gaming license fees until the State of Illinois allows use of the machines again.

Actions by Other Entities

- Decisions by Macon County to delay property tax payments, or by the State of Illinois to delay sales tax or motor fuel tax payments to the Department of Revenue are outside the control of the city of Decatur, but will result in revenue receipt delays for the city.
- Drawn out utility payments will, for a limited period of time, result in remitting less to the Sanitary District of Decatur. We will discuss this with SDD officials.
- We have suspended collection of fares from the fixed route transit system in order to better protect our drivers from becoming infected by riders through allowing them to board through back doors of buses.

City Clerk

DATE: 4/2/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Approving a Grant Agreement between the the Howard G. Buffett Foundation and the City of Decatur for Revitalization of the Johns Hill Neighborhood.

SUMMARY RECOMMENDATION: See attached memorandum and supporting documentation.

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution	Resolution Letter
Supporting Documentation	Backup Material

April 2, 2020

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

FROM: Scot Wrighton, City Manager

RE: Johns Hill Neighborhood Revitalization Agreement with Buffett Foundation

The Howard G. Buffett Foundation has offered to participate directly in the city's ongoing neighborhood revitalization initiative by focusing on the Johns Hill Neighborhood (for purposes of this project, this means an approximately 24-square block area bounded by MLK Jr. Drive, East Wood Street, East Cantrell Street, and South Jasper). A map of the described area is attached. Much of this area lies inside the city's revitalization "target zone;" all of it is inside the city's urban core; and the proposed project scope is compatible with the neighborhood revitalization "framework and roadmap" set forth by the City Council in 2019. The Johns Hill Neighborhood enhancement project is in addition to other neighborhood revitalization initiatives currently underway and already announced.

As envisioned, this Johns Hill Neighborhood project has three phases:

Phase One: Applying the second \$1 million grant made by the HGB Foundation to the city in 2019, concentrate city actions to demolish and clear abandoned and debris-effected tracts in this 24-square block area, and simultaneously accelerate acquisition of Macon County Trustee lots and other foreclosure lots into city ownership, along with other delinquent and/or abandoned lots in this area (so long as no residents are involuntarily relocated/dislocated).

Phase Two: Rebuild the public infrastructure in this 24-square block area. This will include streets, curbs, gutters, sidewalks, street lighting, allies, surveillance cameras and some underground utilities that may be disrupted by surface infrastructure work. The city and the HGB Foundation also envision including a public-private tree program in this phase, whereby trees are planted on public right-of-ways and on adjoining privately owned front yards—but only where the property owners desire front yard trees.

Phase Three: Construction (and possibly rehabilitation) of moderate-income housing appropriate to the neighborhood that helps attract residents and additional investment into the neighborhood—most of it on vacant in-fill tracts and lots voluntarily acquired by, or donated to, the city (or other entities partnering with the city during Phase One).

The attached agreement (and resolution to approve the agreement) only pertain to Phase One, but it is important to put this first phase into the larger project context negotiated with the Foundation. The Buffett Foundation's vision and approach to this revitalization project have the potential to be transformative in the southeast part of Decatur; and it could also serve as a template for how to undertake revitalization in other neighborhoods in the future. It is recommended that the resolution and agreement be approved.

RESOLUTION NO. R2020-_____

**RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE HOWARD G. BUFFETT FOUNDATION AND THE CITY OF DECATUR FOR REVITALIZATION
OF THE JOHNS HILL NEIGHBORHOOD**

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

Section 1. That the Grant Agreement between the Howard G. Buffett Foundation and the City of Decatur presented to the council herewith for a grant of \$1,247,262 be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Grant Agreement on behalf of the City of Decatur.

PRESENTED and ADOPTED this 6th day of April, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

THE HOWARD G. BUFFETT FOUNDATION

March 3, 2020

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

Dear Mr. Wrighton:

The Howard G. Buffett Foundation (HGBF) will provide the City of Decatur with a contribution up to the amount of \$1,247,262. This contribution is restricted for the neighborhood redevelopment component of the City of Decatur's "Community Revitalization Plan" more specifically, **these funds are restricted to the target area referred to as the "Johns Hill" Neighborhood Revitalization Effort and defined by South Martin Luther King, Jr. Dr, East Wood St., South Jasper St., and East Cantrell.**

This contribution is based on the following budget line-items as developed by the City of Decatur:

A. Structure Demolitions [\$522,000]

- a. Thirty-two (32) structure demolitions inside the 24-square block area, average of \$14,500 each, including environmental remediation & fees
- b. Four (4) structures immediately across MLK and Wood Streets, average of \$14,500 each, including environmental remediation & fees

B. Site and lot clean-ups [\$320,000]

- a. Eight (8) city blocks need extensive debris, garbage and tree removal, at \$32,000/city block
- b. An additional eight (8) city blocks need moderate debris, garbage and tree removal, at \$8,000/city block

C. Lot & tract voluntary acquisitions [\$291,875]

- a. Voluntary from owners of structures, 40 x at an avg. of \$6,500 ea.
- b. Voluntary from owners of vacant lots, 50 x at an avg. of \$600 ea.
- c. Macon County Trustee lots, \$75 ea. X 25 lots

D. If actual costs exceed the original project estimate of \$1,133,875, the Foundation will provide additional funding up to 10% of the original project estimate, not to exceed \$1,247,262.

a. In summary:

Structure Demolitions	\$522,000
Site and lot clean-ups	\$320,000
Lot & tract voluntary acquisitions	\$291,875
Total estimated cost	\$1,133,875
10% allowance	<u>\$113,387</u>
Total grant	<u>\$1,247,262</u>

E. If the actual costs are less than the grant amount, the grant will only cover the actual expenses and all unused grant funds will be returned to the Foundation or applied to Phase II of the "Johns Hill" Neighborhood Revitalization Effort, at the sole discretion of the Foundation.

The City of Decatur agrees to conduct all activities related to its use of the grant funds in compliance with the stipulations set forth within this agreement.

Mr. Scot Wrighton
March 3, 2020
Page 2

The City of Decatur agrees to submit a financial accounting and brief narrative summarizing the activities every three months. Thirty days after the conclusion of the project, the City of Decatur agrees to submit a final narrative report and detailed summary of all funds expended. Please send the reports directly to Charlotte Ryan, cbr@hgbfoundation.org, with a copy to compliance@hgbfoundation.org.

By accepting these funds, the City of Decatur agrees to engage only local vendors/contractors for all outside services that will not be performed by the City.

Please contact me directly with any questions.

Best regards,



Trisha A. Cook
Vice President of Operations and Treasurer

cc Charlotte Ryan
Mayor Julie Moore Wolfe

Agreed and Acknowledged by:

City of Decatur

Date

"Johns Hill" Neighborhood Revitalization Initiative Area



0 500 1,000 2,000 Feet

City Manager

DATE: 4/6/2020

MEMO: 20-06

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Intergovernmental Agreement with the Central Illinois Land Bank Authority to become members.

SUMMARY RECOMMENDATION: Staff recommends authorizing this IGA with the CILBA.

BACKGROUND:

The City has been working toward bringing Decatur into the Vermilion County Land Bank (now the Central Illinois Land Bank) for almost a year. There have been many changes to both the land bank's plans and Decatur's plans over the past year that staff has sought to incorporate in the intergovernmental agreement (IGA). On the land bank side, what started out as the Vermilion County Land Bank has been expanding and adding members throughout central Illinois, including Champaign County and Rantoul. The land bank has renamed themselves to better reflect their new geographic reach. IHDA, which has been the primary supporter of grants to land banks statewide, has indicated that they prefer regional land banks as opposed to single entity land banks. The CILBA has hired their first Executive Director to manage the day-to-day activities of the land bank, including streamlining and balancing community representation on the Board.

On the City side, the City has acquired more than 725 additional Macon County Trustee lots. The City Council has also passed new policies related to side lot usage, surplus property disposition, and made other plans related to neighborhood revitalization, which better position the city to use the land bank.

PRIOR COUNCIL ACTION:

In September of 2019, the City Council authorized the City Manager and staff to negotiate and work towards supporting and joining the CILBA. To that end we jointly applied for a grant from IHDA for land bank operational funding. The land bank was awarded \$100,000 to use during the next two years. In discussions with the Director, they are prepared to spend up to \$60,000 on demolitions that are needed in Decatur, once we join the land bank. The

City does not anticipate making any direct cash contribution to CILBA at this time, but rather we will transfer ownership of hundreds of side-lots, surplus tracts and infill lots to the land bank for them to sell or give away. Our plan is to make an effort to dispose of as many of these lots directly between the City and our residents first, sometimes through CDCs, and other nonprofit partners. Hopefully by year's, the remaining properties for which there is no local interest would be given to the CILBA. They will continue to try and dispose of these properties in consultation with City staff; revenue generated once they are transferred would stay with the land bank.

As with any joint project, the City will get out of the CILBA what we put in. The more staff commitment and support services we provide the more value that we will realize for the City of Decatur. The land bank does not have any additional authority than the City does to transfer and dispose of properties; it is a single purpose extension of City staff. While most City staff members have multiple responsibilities within the organization, the land bank's purpose will be dedicated exclusively to managing and disposing of surplus property. We believe that CILBA will be better able to focus on surplus property disposition through their real estate listing services and connections to regional and national developers. State grant monies also favor regional entities over individual cities; thus the City will continually work with the land bank to secure monies for demolition to subsidize the local money being put towards this continual effort. The City will have veto authority over any properties managed in Decatur by the land bank.

STAFF REFERENCE: Scot Wrighton or Jon Kindseth can be contacted for any questions or concerns related to this IGA.

ATTACHMENTS:

Description	Type
Resolution Authorizing CILBA IGA	Ordinance

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING AGREEMENT
-CENTRAL ILLINOIS LAND BANK AUTHORITY-**

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides authority for units of local governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) also provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Central Illinois Land Bank Authority, initially formed as the Vermillion County Land Bank Authority and established under the Intergovernmental Cooperation Act, currently operates as a land bank serving local governments in Illinois; and,

WHEREAS, the Central Illinois Land Bank has approved accepting units of local government across central Illinois; and,

WHEREAS, the City finds that it advances the City's interests to join a land bank to work with other units of local government to work to reduce blight, improve housing, economic and community development conditions and conduct vacant lot improvement programs.

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

Section 1. That the City of Decatur approves entering into an Intergovernmental Agreement pertaining to the governance of a land bank as presented Exhibit 1 attached hereto and hereby incorporated by reference.

Section 2. That the City Manager of the City of Decatur is hereby authorized to enter into and execute the Intergovernmental Agreement and any other documents necessary to join the Central Illinois Land Bank Authority, as well as appoint members to serve on the governing Board.

PRESENTED AND ADOPTED this 6th day of April 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

INTERGOVERNMENTAL AGREEMENT AND BY-LAWS

AN AGREEMENT TO ESTABLISH THE
CENTRAL ILLINOIS LAND BANK AUTHORITY

This Intergovernmental Agreement and By-Laws dated this ___ day of _____ 2020 amends and replaces the Agreement and By Laws entered by the members of the Vermilion County Land Bank Authority dated December 1, 2019, as approved by and among the undersigned units of local government (each a “Member”) for the purpose of creating and establishing an intergovernmental entity to administer and operate a land bank (“Land Bank”) to serve Vermilion County, Champaign County and other neighboring counties and municipalities in Central Illinois (the “Region”). The Land Bank will be a separate entity whose purpose will be to administer and carry out the objectives of this Agreement, in accordance with the terms of this Agreement, as written or amended in accordance with its terms. This Agreement is made pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 (the “Constitution”) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (the “Act”) and has been authorized by the corporate authorities of each Member.

WHEREAS, in recent years a substantial number of properties in the Region have become vacant, dilapidated, and non-revenue generating; and

WHEREAS, these properties contain numerous violations of health and safety ordinances, contribute to the blight and deterioration within the Region, and impose a significant economic burden upon municipalities within the Region; and

WHEREAS, there exists within the Region the need for (i) the creation of safe, decent housing for existing and future residents, (ii) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues, (iii) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, water retention and other public purposes; and

WHEREAS, the Members desire to enter into this cooperation agreement to create an intergovernmental entity as an independent land banking authority in order to address most efficiently and effectively these needs within the Region; and

WHEREAS, the Members wish to exercise their governmental powers, enumerated herein, for the benefit of the Land Bank and its Members

WHEREAS, the Members agree that the establishment of such an authority would be beneficial to the people and local governments within the Region;

NOW, THEREFORE, the Members agree to the following terms in accordance with the authority set forth in the Illinois Constitution and laws of the State of Illinois:

ARTICLE I **AUTHORITY**

Section 1.01. Authority. This Agreement is entered into pursuant to the authority set forth in Article VII, Section 10 of the Illinois Constitution and the laws of the State of Illinois set forth in 5 ILCS 220/1 *et seq.*, and the authority granted to governments by Constitutional and statutory powers.

ARTICLE II **PURPOSE**

Section 2.01. Purpose. Pursuant to and in accordance with this Agreement, the Members shall jointly form and operate a land banking authority, named Central Illinois Land Bank Authority (the “Land Bank”), which shall replace and expand the former Vermilion County Land Bank Authority, to foster the public purpose of combating community deterioration by returning property to productive use in order to provide open space, housing, industry, and employment for citizens within the Region.

Section 2.02. Duties. In carrying out its purpose, the Land Bank shall, in accordance with applicable laws, codes, policies and procedures approved by the Land Bank Board and otherwise without limitation, manage and dispose of certain real and personal property and perform other functions, services, and responsibilities as may be assigned to the Land Bank by its Members.

ARTICLE III **CREATION OF THE LAND BANK**

Section 3.01. Creation and Legal Status of the Land Bank. The Members agree to cause the creation of the Land Bank as an intergovernmental entity to implement the functions, services, and responsibilities contemplated by this Agreement.

Section 3.02. Title to Land Bank Assets. Except as otherwise provided in this Agreement, the Land Bank shall have exclusive title to all real property transferred to, purchased by, or otherwise acquired by the Land Bank. No Member shall have an ownership interest in any real or personal property held in the Land Bank’s name.

Section 3.03. Compliance with Law. The Land Bank shall comply with all applicable federal and State laws, rules, regulations, and orders.

Section 3.04. Relationship of Members. The Members agree that no Member shall be responsible or liable, in whole or in part, for the acts of the Land Bank, or the employees, agents, and servants of the Land Bank, or any other Member acting separately or in conjunction with the implementation of this Agreement. The Members shall only be bound and obligated under this Agreement as expressly agreed to by each Member. No Members may obligate any other Member. No member shall be obligated or liable for any debt, obligation, or liability of the Land Bank.

Section 3.05. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any person or entity other than a Member any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Member's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV **POWERS OF THE LAND BANK**

Section 4.01. Powers of the Land Bank. The Members hereby confer upon the Land Bank, to the full extent of the Member's constitutional and statutory authority, the authority to do all things necessary or convenient to implement the purposes, objectives, and provisions of this Agreement, and take all related actions. Among other powers, the Land Bank shall exercise and enjoy the authority of its home rule Members, including the City of Danville and Village of Rantoul, to:

- (a) Purchase, accept or otherwise acquire real and personal property from any entity, including, but not limited to, other governmental units and private third parties;
- (b) Hold real and personal in its name of the Land Bank for the purposes set forth herein;
- (c) Sell real and personal property held by the Land Bank to any entity, including, but not limited to, other governmental units and private third parties
- (d) Extinguish past due tax liens to the extent permitted by law;
- (e) Exercise the statutory authority of its Members to take removal action, lien property, foreclose on liens, and petition a Circuit Court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), an agent of an individual Member;
- (f) Sue and be sued in its own name, including, defending the actions of the Land Bank;
- (g) Borrow money and issue notes through the Land Bank;
- (h) Enter into contracts and other instruments in any capacity, necessary, incidental, or convenient to the performance of the Land Bank's duties and the exercise of its powers, including, but not limited to, agreements with Members or other local governments regarding the disposition of Land Bank properties located within their respective municipal boundaries;

- (i) Solicit and accept gifts, grants, labor, loans, and other aid from any person or entity, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;
- (j) Procure insurance or another method to reduce loss in connection with the property, assets, or activities of the Land Bank;
- (k) Invest money of the Land Bank, in instruments, obligations, securities, or property which are permitted investments of a unit of local government;
- (l) Employ legal and technical consultants, other officers, agents, or employees, to be paid from the funds of the Land Bank. The Land Bank shall determine the qualifications, duties, and compensation of those it employs. The Board of Directors of the Land Bank may delegate to one or more, officers, agents, or employees any powers or duties it considers proper;
- (m) Contract for goods and services and engage personnel as necessary, to be paid from the funds of the Land Bank;
- (n) Study, develop, and prepare any reports or plans the Land Bank considers necessary to assist it in the exercise of its powers under this Agreement and to monitor and evaluate the progress of the Land Bank under this Agreement;
- (o) Enter into contracts for the demolition of, the maintenance, management, and improvement of, the collection of rent from, or the sale of real property held by the Land Bank;
- (p) Acquire properties, without a cash bid, from county trustees within the Region for Taxing Districts, through the entity appointed as Tax Agent pursuant to 35 ILCS 200/21-90;
- (q) Partner with counties to acquire, manage and dispose of tax forfeited parcels pursuant to the counties' authority under 35 ILCS 200/21-90and
- (r) Do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

Section 4.02. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities.

Section 4.03. Non-Discrimination. The Land Bank shall comply with all applicable laws prohibiting discrimination. The Land Bank shall not fail or refuse to hire, recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan

considerations, disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Land Bank shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to receive services from the Land Bank.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Land Bank Board Composition. The Land Bank shall be governed by the Board of Directors (the “Board”), which shall be comprised of two (2) categories of directors:

A. Local Government Directors.

The local government Members shall appoint, by resolution of their governing bodies, a representative(s) to serve as a Local Government Director of the Land Bank’s Board, in accordance with the terms of this section. The Member’s Local Government Director(s) shall be either: (i) the Member’s Chairman/President/Mayor, (ii) a member of the Member’s governing council, board, planning commission or similar government body; or (iii) an employee or agent of the Member.

As a Member, any County shall appoint by resolution of its governing body three (3) representatives to serve for a three-year term as Local Government Directors of the Land Bank.

As a Member, a home rule government shall appoint by resolution of its governing body two (2) representatives to serve for a three-year term as Local Government Directors of the Land Bank.

Additional local government Members (“Additional Member”) shall each appoint, by resolution of their governing bodies, one (1) representative to serve for a three-year term as a Local Government Director of the Land Bank.

The Members and their respective number(s) of representatives shall be listed as Exhibit A, attached to this Agreement, and updated as necessary.

All Local Government Directors serve until a successor is appointed. All Local Government Directors shall have equal voting rights. A Local Government Director may assign his/her voting powers to a proxy for one or more meetings. The proxy must be an eligible Local Government Director under the criteria set forth in this Section. The temporary proxy assignment must be in written form, identify the duration of the assignment, contain an original signature of the Local Government Director, and be presented to the Chairperson of the Land Bank’s Board of Directors prior to the effective date of the assignment.

- B. Expert Directors. The Board's Local Government Directors shall appoint up to five (5) directors who have experience in fields related to the objectives and functions of the Land Bank, including real estate development, community development, economic development, finance, urban planning, affordable housing, or other related areas ("Expert Director"). Expert Directors shall serve for a term of two years and shall serve until a successor is appointed. Expert Directors shall be authorized to vote on all final Board or Land Bank actions.

The Expert Directors shall consist of at least: a) one (1) individual representing Vermilion Advantage, or a successor economic development board; b) one (1) individual representing the banking community; c) one (1) individual representing real estate development; d) one (1) individual with experience in real estate transactions; and e) one (1) individual with experience in regional or city planning who is not also an employee or designated representative of a local Member.

Section 5.02. Removal. A member of the Land Bank Board appointed under Section 5.01 may be removed for any reason deemed in the best interests of the Land Bank by action of the Board of Directors.

Section 5.03. Vacancies. Any vacancy among the Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

Section 5.04. Election and Duties of Officers. A Chairperson, Vice-Chairperson, and Secretary/Treasurer (collectively "Officers") shall be elected from the pool of Local Government Directors, by a majority vote of the Board of Directors, to serve two year terms.

- A. Chairperson. The Chairperson shall be the principal executive officer of the Land Bank and shall preside at all meetings of the Board of Directors. Subject to any policies adopted by the Board of Directors, the Chairperson shall have the right to supervise and direct the management and operation of the Land Bank and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Land Bank shall be under the Chairperson's supervision and control during such interim. The Chairperson shall give, or cause to be given, notice of all meetings of the Board of Directors. The Chairperson's duties shall include execution of all deeds, leases, and contracts of the Land Bank authorized by the Board. The Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.
- B. Vice-Chairperson. The Vice-Chairperson, shall, in the absence or disability of the Chairperson, perform the duties and have the authority and exercise the powers of the Chairperson. The Vice Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.
- C. Secretary/Treasurer. The Secretary/Treasurer shall be responsible for all of the

following tasks:

1. The Secretary/Treasurer shall take, keep, and file the minutes of all meetings. The Secretary/Treasurer shall assure that all votes, actions and the minutes of all Board meetings are recorded and shall perform like duties for the Executive and other committees when required.
2. The Secretary/Treasurer shall be responsible financial oversight of the Land Bank. The Secretary/Treasurer shall ensure the Land Bank has the custody of the Land Bank funds and securities and shall ensure that the Land Bank keeps full and accurate accounts of receipts and disbursements of the Land Bank, and shall ensure that all the deposit of monies and other valuables are in the name and to the credit of the Land Bank into depositories designated by the Board of Directors.
3. The Secretary/Treasurer shall ensure the disbursement of funds of the Land Bank as ordered by the Board of Directors, and that financial statements are prepared each month or at such other intervals as the Board of Directors shall direct.
4. The Secretary/Treasurer shall be under the supervision of the Chairperson. The Secretary/Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

Section 5.05. Meetings. The Land Bank Board shall meet at least annually. The place, date, and time of the Land Bank Board's meetings shall be determined at the discretion of the Land Bank Board in accordance with all applicable Illinois laws. The Land Bank Board may meet at any time and at any frequency that is consistent with Illinois law. Meetings may be called by the Chairperson or any two voting members of the Land Bank Board. To the extent it applies, meetings shall be held in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("Open Meetings Act").

Section 5.06. Quorum and Voting. A quorum shall be necessary for the transaction of any business by the Land Bank Board. A majority of the voting members of the Land Bank Board, which must include a majority of the Local Government Directors appointed and serving, shall constitute a quorum for the transaction of business. Except as otherwise provided in this Agreement, the Land Bank Board shall only act: 1) in meetings attended by a quorum of the Board; and 2) by a majority vote of all Local Government and Expert Director present, provided that such voting majority includes a majority of Local Government Directors appointed and serving. No action shall be approved by the Land Bank Board without the approval of a majority of Local Government Board members appointed and serving. The Board can permit electronic or remote attendance in accordance with the Open Meetings Act.

Section 5.07. Records of Meetings. Minutes shall be transcribed at all meetings, approved by the Land Bank Board, and maintained by the Land Bank.

Section 5.08. Executive Committee. The Land Bank Board may choose Directors to serve on an Executive Committee. The Executive Committee shall include the officers of the Land Bank. The Executive Committee shall exercise such powers and responsibilities as are granted it in the motion creating the Committee, and in later amendments to the motion.

Section 5.09. Other Committees. The Board of Directors may provide for such other committees consisting in whole or in part of persons who are not directors of the Land Bank, as it deems necessary or desirable, and discontinue any such committee at its pleasure. To the extent allowed by this Agreement, each such committee shall have such powers and perform such specific duties or functions prescribed to it by the Land Bank Board.

Section 5.10. Fiduciary Duty. The members of the Land Bank Board have a fiduciary duty to conduct the activities and affairs of the Land Bank in the Land Bank's best interests. The members of the Land Bank Board shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

Section 5.11. Compensation. The members of the Land Bank Board shall receive no compensation for the performance of their duties. The Land Bank may reimburse members of the Land Bank Board for actual and necessary expenses incurred in the discharge of their official duties.

Section 5.12. Conflict of Interest. No member of the Land Bank Board shall vote on any matter in which such Director or any parent, spouse, child, partner, employer (notwithstanding an employer who is a Member of the Land Bank), client or similar business or personal relationship or entity has an interest in any property or business that would be affected by such action. Directors shall annually disclose all known conflicts of interest. In the event that a Director abstains from a specific vote due to a conflict of interest, the conflict shall be identified in the Board's meeting minutes.

ARTICLE VI

PROVISIONS FOR STAFFING AND RETENTION OF OUTSIDE SERVICES

Section 6.01. Employment and Compensation of Staff. The Land Bank shall directly employ, through contract or otherwise, any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. In the event that the Land Bank employs any individual, by contract or otherwise, the Land Bank Board shall have the authority to set the terms and conditions of employment, including benefits and compensation. The Land Bank, its Board and Executive Committee may also retain independent contractors.

ARTICLE VII

PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION

Section 7.01. Acquisition of Property. Except as otherwise provided in this Agreement, the Land Bank may exercise the powers of an Illinois intergovernmental entity and the powers of its non-home rule or of its home rule Members to acquire by gift, devise, transfer, exchange,

foreclosure, purchase, or any other means real or personal property or rights or interests in real or personal property on terms and conditions and in a manner the Land Bank considers proper or necessary to carry out the purposes of this Agreement. Unless otherwise indicated by the Board, the Land Bank will exercise the authority of its home rule members, including the City of Danville and Village of Rantoul, to acquire, hold, and dispose of real property. Real property acquired by the Land Bank by purchase may be made by purchase contract, lease purchase agreement, installment sales contract, land contract, donative transfer, grant, or otherwise. Specifically, the Village of Rantoul conveys its authority to acquire and own real property outside of its corporate boundaries.

Section 7.02. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the Land Bank, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the Land Bank in accordance with policies and procedures that are approved by the Land Bank Board.

Section 7.03. Holding and Managing Property. The Land Bank may exercise the authority of its home rule Members, including the City of Danville and Village of Rantoul, to hold and own in the Land Bank's name any property acquired by the Land Bank or otherwise transferred or conveyed to the Land Bank by a government unit, an intergovernmental entity, or any other public or private person. Exercising the home rule authority of the Members, including the City of Danville and Village of Rantoul, the Land Bank may control, hold, manage, maintain, operate, repair, lease, convey, demolish, relocate, rehabilitate, or take all other actions necessary to preserve the value of the property it holds or owns.

Section 7.04. Transfer of Interests in Property. The Land Bank may exercise the authority of its home rule Members to convey, sell, transfer, exchange, lease, or otherwise dispose of property or rights or interests in property in which the Land Bank holds a legal interest to any public or private person or entity for any amount of consideration the Land Bank considers proper and fair.

Section 7.05. Local Government Director Approval and Veto Authority. Notwithstanding any other provision herein, the Land Bank may not acquire or sell any property within the corporate limits of a Member municipality without the prior consent, in writing, from the Local Government Director(s) representing that Member municipality.

ARTICLE VIII

BORROWING, CHECKS, DEPOSITS AND FUNDS

Section 8.01. Bonding and Borrowing. Any borrowing of money or notes by the Land Bank shall be approved by the Board of Directors.

Section 8.02. Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Land Bank shall be signed by such officer or officers, agent or agents, of the Land Bank and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the

Secretary/Treasurer and countersigned by the Chairperson or the Vice-Chairperson of the Land Bank. The Board of Directors shall require all individuals who handle funds of the Land Bank to qualify for a security bond to be obtained by the Land Bank, at the expense of the Land Bank, in an amount not less than \$100,000.00.

Section 8.03. Deposits. All funds of the Land Bank shall be deposited from time to time to the credit of the Land Bank in such banks, trust companies or other depositories as the Board of Directors may select.

Section 8.04. Gifts. The Land Bank may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Land Bank on terms and conditions and in a manner the Board of Directors considers appropriate.

Section 8.05. Transfers from a Member. A Member may transfer a restricted grant or other restricted funds to the Land Bank, provided any restrictions imposed on the original grant or fund allocation may survive the transfer.

ARTICLE IX

BOOKS, RECORDS, AND FINANCES

Section 9.01. Land Bank Records. The Land Bank shall keep and maintain at its principal office, all documents and records of the Land Bank, which shall be available to the Members upon request. The records shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 9.02. Annual Reports. Not less than annually, the Land Bank shall file with the Members a report detailing the activities of the Land Bank, the total income and expenses of the Land Bank, an inventory of real property held by the Land Bank, and a list of employees of the Land Bank. The Land Bank shall provide any additional information as may be reasonably requested by the Members.

Section 9.03. Freedom of Information Act. To the extent that the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*, applies to the Land Bank, the Secretary shall be the designated FOIA officer for all requests.

Section 9.04. Establishment of Budget and Annual Contribution. The Land Bank Board shall establish the Land Bank's budget annually and submit this budget to the Members for each Fiscal Year. The Budget may be amended by action of the Board. The Budget may provide for requested annual contributions, if any, from the Members, which shall be based on a formula equally applied.

Section 9.05. Financing. The Members may, but shall not be obligated to, grant or loan funds to the Land Bank for operations of the Land Bank. The Members may, but shall not be obligated to, enter into separate agreements with the Land Bank for the performance of services, functions and responsibilities. Any funding commitments or commitments of in-kind or other services made at

the time a Member votes to join the Land Bank shall be listed as Exhibit B to this adopted Agreement and recorded in the Minutes of the Land Bank meeting during which time such commitments were accepted by the Land Bank.

Section 9.06. Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Land Bank Board.

Section 9.07. Disbursements. Notwithstanding anything to the contrary herein, disbursements of funds shall be in accordance with guidelines established by the Land Bank Board.

Section 9.08. Financial Statements and Reports. The Land Bank shall annually have an audit prepared. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 9.09. Fiscal Year. The fiscal year of the Land Bank shall begin on January 1 of each year and end on the following December 31.

ARTICLE X

INDEMNITY AND INSURANCE

Section 10.01. General. Notwithstanding any provision in this Agreement to the contrary, individuals who serve as Directors, officers, employees and agents shall have all rights of indemnification and defense provided under law.

Section 10.02. Third Party Actions. The Land Bank shall hold harmless, defend and indemnify any person or Member, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Land Bank) by reason of the fact that he, she or it is or was a Director, officer, member, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Director, officer, employee, or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Land Bank, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Land Bank, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 10.03. Insurance. The Land Bank shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Land Bank, or who is or

was serving at the request of the Land Bank as a Director, officer, employee or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.

Section 10.04. No Waiver of Governmental Immunity. The Members agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Member of any governmental immunity provided under any applicable law.

ARTICLE XI

COMMENCEMENT ADDITIONAL MEMBERS AND WITHDRAWALS

Section 11.01. Commencement. The Land Bank shall commence its existence as an intergovernmental entity when two (2) or more of the Members, whose names are set forth on Exhibit “A,” attached to and made a part of this Agreement have, by acts of their Corporate Authorities, approved this Intergovernmental Agreement and By-Laws document. Once in existence, the initial term of the Land Bank shall be for the remainder of that portion of the fiscal year to come, which shall end December 31.

Section 11.02. Additional Members. The Board of Directors may admit Members as members of the Land Bank upon a concurrence of at least two-thirds (2/3) of all voting members of the Board of Directors, appointed and serving. The Member may be admitted to membership under whatever terms and conditions the Board of Directors shall establish, but such new Members shall be subject to at least the minimum requirements, which apply to all other Members. By a unanimous vote of the Board of Directors, the power to admit new Members may be assigned to the Executive Committee under whatever terms and conditions are included within the authorizing motion. Additional “Members” shall be limited to units of local government in the State of Illinois.

Section 11.03. Withdrawal as a Party. Any Member to this Agreement shall have the right to withdraw as a party to this Agreement, and thereby terminate its participation in the Land Bank at the expiration of the first term and thereafter at any subsequent one-year term by giving sixty (60) calendar days advance written notice to all other parties to this Agreement. Upon the effective withdrawal of any Member to this Agreement, the Member so withdrawing will forfeit any and all rights to whatever funds or other assets the Member has contributed to the Land Bank. To the extent that any withdrawing Member incurs an obligation to the Land Bank prior to withdrawal, said Member shall remain legally and financially responsible for that obligation after withdrawal.

Section 11.04. Expulsion of Members. By the concurring vote of at least two-thirds (2/3) of the Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors, in each case appointed and serving, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons: (a) Failure to make payments due to the Land Bank; (b) Failure to transfer property to the Land Bank which it had previously agreed in writing to do; (c) Failure to maintain or clear property, prior to transfer to

the Land Bank or at any time for which it had made a written pledge to carry out such activities; (d) Failure to carry out any obligation of a Member which impairs the ability of the Land Bank to carry out its purpose or powers. No Member may be expelled except after notice from the Chairman of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board shall set the date for hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final in the absence of fraud or a gross abuse of discretion. The Board of Directors shall select the date at which the expulsion of the Member shall be effective. If the motion to expel the Member, made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote of the Board of Directors expelling the Members. A motion to expel a Member for the reasons set forth in Subsection (a) or Subsection (d) or more than one failure to cure may be made and be effective immediately after the vote of the Board of Directors expelling the Member. After expulsion, the former Member shall continue to be fully obligated for its portion of any payments due to the Land Bank or other obligations which were created during the time of its membership.

ARTICLE XII

AMENDMENTS TO AGREEMENT

Section 12.01. Amendments. Any amendments to this Agreement shall be in writing and shall have a concurrence of at least two-thirds (2/3) of all voting Members of the Board of Directors, appointed and serving.

ARTICLE XIII

DURATION, TERMINATION AND DISSOLUTION OF AGREEMENT

Section 13.01. Duration of Agreement. Except for the initial period of the Land Bank's existence, which extends until the beginning of the first complete fiscal year on January 1st, this Agreement shall remain in full force and effect for periods of one (1) fiscal year. At the beginning of each fiscal year, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

Section 13.02. Decision to Dissolve. A decision to dissolve the Land Bank and to distribute the Land Bank's assets in a particular manner in accordance with this Agreement shall require a concurring vote of at least two-thirds (2/3) of all voting members of the Board of Directors, appointed and serving, and provided that written notice of such meeting has included a full description of the plan of dissolution.

Section 13.03. Dissolution and Distribution of Assets. In the event this Agreement is terminated, the Land Bank shall dissolve and conclude its affairs, first paying all of the Authorities' debts, liabilities, and obligations to its creditors and then paying any expenses incurred in connection with the termination of the Land Bank. If any assets remain, they shall be distributed to any successor entity, subject to a concurring vote of at least two-thirds (2/3) of the

Local Government Directors and also at least two-thirds (2/3) of the entire voting members of the Board of Directors in each case appointing and serving. In the event that no successor entity exists, the remaining assets shall be distributed to the Members or in a manner as otherwise agreed upon by them.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Member's Director shall be sent to that Member's Director by first- class mail. All correspondence shall be considered delivered to a Member as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Member shall notify the other Members of in writing pursuant to the provisions of this section:

Section 14.02. Entire Agreement. This Agreement sets forth the entire agreement between the Members and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement are contractual.

Section 14.03. Interpretation of Agreement. All powers granted to the Land Bank under this Agreement shall be interpreted broadly to effectuate the intent and purposes of the Agreement and not to serve as a limitation of powers. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning and not construed strictly for or against any Member.

Section 14.04. Severability of Provisions. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

Section 14.05. Governing Law. This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced, and governed under the laws of the State of Illinois without regard to the doctrines of conflict of laws. Jurisdiction and agreed upon venue shall be in the Circuit Court of Vermilion County.

Section 14.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 14.07. Terminology. All terms and words used in this Agreement, regardless of the number, are deemed to include any other number as the context may require.

Section 14.08. Effective Date. This Agreement shall become effective as of the date of approval

below.

Section 14.09. Binding Land Bank. The individuals executing this Agreement on behalf of the Members represent that they have the legal power, right, and actual Land Bank to bind their respective Member to the terms and conditions of this Agreement.

Section 14.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

[REMAINDER LEFT BLANK]

This Intergovernmental Contract and By-Laws Agreement was Approved by the
Corporate Authorities of the City of Decatur on the 6th day of April, 2020.

Mayor/President/Chairman

Attest

EXHIBIT A

LIST OF MEMBERS

(As of August 25, 2019)

County of Vermilion, Illinois

City of Danville, Illinois

Village of Tilton, Illinois

City of Hoopeston, Illinois

Village of Rossville, Illinois

Village of Bismarck, Illinois

Village of Potomac, Illinois

Village of Westville, Illinois

City of Georgetown, Illinois

Village Ridgefarm, Illinois

Village of Sidell, Illinois

Village of Fairmount, Illinois

Village of Catlin, Illinois

Village of Fithian, Illinois

Village of Oakwood, Illinois

Village of Rankin, Illinois

Village of Rantoul, Illinois

County of Champaign, Illinois

Village of St. Joseph

Pending Member

City of Decatur

4842-7762-3090, v. 1

EXHIBIT B

In consideration of the historic financial contributions made by Vermilion County to create and stand up the Land Bank, the following members agree to contribute the following funds and services, subject to any grant conditions identified below, within 6 months of joining as Members:

A. Champaign County:

- a. \$_____ in the form of a cash payment.
- b. Services, that shall include, but not be limited to:

B. Village of Rantoul:

- a. \$_____ in the form of a cash payment.
- b. Services, that shall include, but not be limited to:

C. City of Decatur:

- a. Transfer of ownership of hundreds of side-lots and infill lots.
- b. Services, that shall include, but not be limited to: providing office space and resources, as well as IT and GIS mapping services.

Public Works

DATE: 3/25/2020

MEMO: 2020-62

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew Newell, P.E., Director of Public Works
Keith Alexander, Water Production Manager

SUBJECT:

Resolution Repealing Resolution R2020-49 and Authorizing Change Order No. 1 to the Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation, City Project 2019-40

SUMMARY RECOMMENDATION:

City Council adopt the attached Resolution which repeals Resolution R2020-49 passed by the City Council on March 16, 2020, and re-authorizing Change Order No. 1 to the Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation for a fee not to exceed \$171,206.

BACKGROUND:

The resolution passed by the City Council on March 16, 2020, did not contain the necessary language required by State law regarding the issuance of change orders. The missing language has now been added and is contained in Section 4 and Section 5 of the new resolution.

The March 16, 2020, Council memorandum and resolution are attached hereto as Exhibit 1 for additional background.

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

ATTACHMENTS:

Description	Type
Resolution Repealing Resolution R2020-49 and Authorizing Change Order No. 1	Resolution Letter

Exhibit 1

Exhibit

RESOLUTION NO. _____

**RESOLUTION REPEALING RESOLUTION R2020-49 AND AUTHORIZING CHANGE
ORDER NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH HANSON PROFESSIONAL SERVICES INC.
FOR LAKE DECATUR DAM GATES EVALUATION
CITY PROJECT 2019-40**

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

Section 1. That Resolution R2020-49 authorizing Change Order No. 1 to the Professional Services Agreement between Hanson Professional Services Inc., and the City of Decatur, Illinois, for Lake Decatur Dam Gates Evaluation, is hereby repealed.

Section 2. That Change Order No. 1 to the Professional Services Agreement between Hanson Professional Services Inc., and the City of Decatur, Illinois, for Lake Decatur Dam Gates Evaluation, attached hereto as Exhibit A, be authorized in the amount not to exceed \$171,206.00.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Change Order No. 1 to the Professional Services Agreement between the City of Decatur, Illinois and Hanson Professional Services Inc.

Section 4. That the changes in the above-described agreements are germane to said agreement, as signed, and the change order is in the best interest of the City of Decatur and is authorized by law.

Section 5. The Director of Public Works certifies that the circumstances said to necessitate the change order were not reasonably foreseeable at the time the agreement was signed.

PRESENTED and ADOPTED this 6th day of April 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



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

Change Order

Date: 03/27/2020
 Request No. 1 ☐ Final
 Professional
 Service Hanson Professional Services Inc.
 Address: 1525 South Sixth Street
Springfield, IL 62703

I recommend that an ☒ addition of \$ 171,206.00 be made to the above contract.
☐ deduction

I recommend that an extension of See Attached Ex A-1 days be made to the above contract completion date.
 The revised completion date is now N/A.

Amount of original contract	\$	<u>153,900.00</u>
Amount of previous change orders	\$	<u>0.00</u>
Amount of current change order	\$	<u>171,206.00</u>
Amount of adjusted/final contract	\$	<u>325,106.00</u>

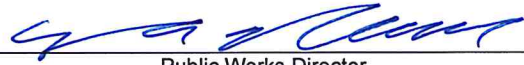
☒ addition
 Total net ☐ deduction to date \$ 171,206.00 which is 111.0 % of Contract Price

State fully the nature and reason for the change order change Initial efforts to release the rod end of the cylinder from the gate for testing were unsuccessful due to deteriorated condition of the spherical bearings & pins. It was determined the existing bearings & pins require replacement to facilitate the cylinder testing program. Change order modifies the original scope as attached in Exhibit A-1 to include full removal & replacement of eight (8) spherical bearings and connecting pins.

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

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

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

Recommended 
 Public Works Director

3-27-20
 Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

SCOPE OF WORK CHANGE ORDER NO. 1

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages "A-1", "A-2" and so on.

Project Description:

Provide professional services related gate evaluation for the Lake Decatur Dam. **Change Order No. 1 is a modification to the original scope of work which includes removal and replacement of the spherical bearings in the cylinder rod ends to facilitate the hydraulic cylinder testing. Changes to the original scope are indicated by bold italic text**

Services:

I. Gate Evaluation

A. Hydraulic Cylinder Testing

1. **Global:** Provide equipment as required to provide testing personnel access to cylinder vaults; remove & replace vault covers (up to 8 total)
2. JHF & City: Break hydraulic lines and depressurize the system for each cylinder
3. JHF: Install testing ports into existing hydraulic supply and return lines at each cylinder (2 EA. X 8 = 16 Total)
4. JHF: Conduct pressure tests in coordination with City Operators
5. **Global:** Disconnect rod end from gate at each cylinder; **remove existing spherical bearing & pin;** support cylinder during testing; **install new spherical bearing and pin;** and reconnect
6. JHF: Conduct operation test of each cylinder in coordination with City Operators
7. JHF: Report test results of findings and recommendations for repair and/or additional investigation
8. **After completion of the north gate cylinder testing and bearing-pin replacement, based on the results of the testing, the City reserves the right to cancel the testing and bearing-pin replacement on the south gate.**

B. Gate Inspection

1. Hanson: Inspect downstream face of north & south gates for visible damage
2. Hanson: Obtain survey profile of the north & south gate crest at 10 ft intervals
3. Global: Complete underwater inspection of upstream face of spillway including wingwalls, intake structure, north slopewall, bascule gates & seals
4. Hanson: Report survey results and inspection observations

C. Summary Report & Recommendations

1. Hanson: North & south gate downstream face inspection report
2. Hanson: Survey profile of north and south gate crest
3. Global: Underwater inspection report
4. JHF: Cylinder testing report
5. Hanson: Summary of rehabilitation recommendations and estimate of cost

~~C-F = Christy Foltz, General Contractor~~

JHF = John Henry Foster; Hydraulics

Global = Global Infrastructure; Diver

HANSON
Engineering | Planning | Allied Services

Original Contract Total Labor and Reimbursable Expenses	\$153,900
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Change Order No. 1 Labor and Reimbursable Expenses	\$156,206
Contingency	\$15,000
Change Order No. 1 Total	\$171,206

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South Gate = Cylinders 5 - 8

City	City of Decatur personnel
Global	Global Infrastructure
JHF	John Henry Foster

Task Owner	Task	2019					2020											
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
C-F	Mobilization																	
JHF-CF-City	Hydraulic Cylinder Testing																	
HPS	Inspect downstream face of bascule gates																	
HPS	Survey profile bascule gates																	
Global	Underwater inspection upstream side of the spillway																	
Global	NTP - Lead time on spherical bearings & pins (20 weeks)																	
Global	North Gate Mobilization - Support Bracing, Access Line, Vault Covers																	
JHF-Global-City	North Gate - Hydraulic Cylinder Testing & Bearing/Pin Replacement																	
Global	South Gate Mobilization (As Req'd) - Support Bracing, Access Line, Vault Covers																	
JHF-Global-City	South Gate (As Req'd) - Hydraulic Cylinder Testing & Bearing/Pin Replacement																	
HPS	Prepare summary report w/ recommendations & cost estimate																	

C-F	Christy-Foltz
JHF-CF-City	John Henry Foster + Christy-Foltz + City Technicians
HPS	Hanson Professional Services
Global	Global Infrastructure



Global Infrastructure, LLC. Proposal Number
Hanson Professional Services Inc
Lake Decatur-Bascule Gate Investigation

20-2006 Option #3

Assumptions & Clarifications:

1. Unless otherwise noted Global plans on working 8-hour days, Monday thru Friday until completion of the project. Minimum charges per day will be billed at 8 hours minimum.
2. Global has listed Time and Material pricing for man hours, equipment, rental gear and consumables. This information is intended for estimating purposes only, and actual billing may vary.
3. It is at the sole discretion of Global's Supervisor to evaluate on-site conditions and determine whether or not diving operations will be conducted or continued.
4. All work will be conducted within the guidelines of OSHA.
5. Work on Saturdays is billed at 1.5 times the regular rate.
6. Work on Sundays or Holidays is billed at 2.0 times the regular rate.
7. Standby rates will be billed during work stoppages outside of Global personnel's control.
8. Any deviation in site conditions, scope of work, and/or deliverables specified herein will be considered a change order and subject to negotiation prior to work continuing.
9. Access to work worksite is free from all barriers and obstructions.
10. Foliage, grass, trees and other organic material may be damaged during the project and are NOT the responsibility of GI to replace and/or repair.
11. Any permits required for this project are the sole responsibility of the client.
12. Blocking of the public walkway in the work area is allowed.
13. Depth of water column does not exceed 50 feet.
14. Materials and equipment not specified herein will be billed at cost plus 15%
15. This quote assumes one move/de-move. (Additional move/de-move for any reason will be cause for additional charges.)
16. Issuance of a PO#, Requisition #, Release #, or Contract # in relation to this quote is acceptance of our terms and conditions if not otherwise stated.
17. Payment of service is net 30-days, unless otherwise negotiated.
18. This quote is good for a period of 30 days.
19. This quote is outlined using union personnel.

Customer Acceptance _____

Date _____

Print Name and Title _____

Should you want to schedule this project or have any questions regarding this or any other project, please contact me anytime

James Rolette
Global Infrastructure LLC

President
4937 Wilshire Blvd. Country Club Hills IL 60478

jrolette@globalinfrastructure.com
219-924-6755



John Henry Foster

pneumatic and hydraulic equipment

www.jhf.com

4700 LeBourget Drive
St. Louis, MO 63134

Ph (314) 427-0600
Fax (314) 427-3502

*** THIS IS A QUOTE ***

Quote	QT-00156727
Terms	Net 20 Days
Date	2/27/2020
Ship Via	Hydraulic Repair
Secondary Ship Via	Bestway
Customer Reference	Decatur Dam

Quoted to: Mark Certa

Account # C005518

Hanson Professional Services
1525 South 6Th Street
Springfield, IL 62703

Ship to

C002654

City Of Decatur

1155 S Martin Luther King Drive
Decatur, IL 62521

Item	Description	Qty	Available	Price	Extension
CD 2272020	2020 Mid Stroke Bypass Testing	8	0	3,750.00	30,000.00
QUOTE INCLUDES: 8 DAYS OF ON SITE TESTING TWO TECHNICIANS EACH DAY TESTING TO BE PERFORMED IN ONE DAY INCREMENTS AS CYLINDERS BECOME READY FOR TEST REQUEST TO PROVIDE AS MUCH ADVANCE NOTICE AS POSSIBLE FOR SCHEDULING ON OUR END NO OVERNIGHT STAYS ARE INCLUDED IN THIS QUOTE					
Quoted by: Scott Morgan Phone: 314-593-1231 Email: smorgan@jhf.com Expires: 3/28/2020					

Review and place orders at www.jhf.com	Total	30,000.00
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EXHIBIT 1

PUBLIC WORKS MEMORANDUM
NO. 2020-60

DATE: March 10, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew Newell, P.E., Director of Public Works
Keith Alexander, Water Production Manager

SUBJECT: Resolution Authorizing Change Order No. 1 to the Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation City Project 2019-40

SUMMARY RECOMMENDATION:

City Council adopt the attached Resolution authorizing Change Order No. 1 to the Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation for a fee not to exceed \$171,206.

PAST COUNCIL ACTION:

June 17, 2019 - City Council authorized the original agreement with Hanson Professional Services for a not to exceed fee of \$153,900.

BACKGROUND:

On December 10, 2018, while operating the Lake Decatur dam bascule gates, the north bascule gate failed to raise from its full down position. The bascule gates are the long gates that span the top of the dam. Large hydraulic pistons lower or raise the gates as needed to allow water to flow over the dam to maintain the necessary lake depth. This failure created a 24-hour period during which a considerable amount of water flowed uncontrolled out of the lake. The lake lost nearly 2 feet of water overnight. On December 11, the gate finally responded to repeated activation attempts and was raised to its full up position. Since then, we have not lowered the north gate below its 60% up position. It is believed that one of the four hydraulic pistons that power the north bascule gate seized. However, there could also be other explanations, including debris blocking the front of the gate which can be underwater and out of sight during normal inspections.

Therefore, on June 17, 2019 the City Council authorized an agreement with Hanson Professional Services to review the bascule gates including the hydraulic cylinders to determine the cause of the December 2018 failure and recommend necessary repairs. Since then, the following work has been performed:

1. Gate Inspection – The structural steel and alignment of both bascule gates were examined for possible damage. A deflection (or bow) on the top of the north gate was documented.
2. Upstream Face of the Dam Inspection – Divers inspected the upstream (lake side) face of the entire dam. No major issues were observed.
3. Hydraulic Cylinder Testing – The testing of all 8 hydraulic cylinders that move the north and south bascule gates up and down was attempted. During the test of the first cylinder it was discovered that bearings and pins that attach the cylinders to the dam are in an advanced state of deterioration, and could not be removed by Christy-Foltz to continue testing. The original agreement assumed that the bearings and pins could be readily removed and reinstalled, so additional funds were not included if this was not possible. Therefore, testing was suspended.

In order to remedy the situation, Change Order No. 1 was prepared, which consists of the following:

\$170,740	Employ Global Infrastructure to remove all 8 bearings and pins and replace them with new higher quality components. Global Infrastructure successfully removed and replaced the bearings and pins several years ago during a previous dam repair project.
\$16,566	Additional testing observation, contractor coordination and report preparation by Hanson Professional Services. Dam inspection report preparation by Global Infrastructure.
\$15,000	Contingency for unforeseen items.
- \$31,100	Credit for work that Christy-Foltz will not be performing.
\$171,206	Not to exceed Change Order No. 1 cost.

The not to exceed total cost for this project (including Change Order No. 1) is \$325,106.

BUDGET/TIME IMPLICATIONS:

Change Order No. 1 services are not to exceed \$171,206 and will be paid from the Water Lake Capital Fund. These services need to be performed when the air temperature is well above freezing and water is not flowing over the dam, which is typically during the summer and fall months.

POTENTIAL OBJECTION:

None foreseen.

INPUT FROM OTHER SOURCES:

Hanson Professional Services

STAFF REFERENCE:

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

Attachments

CC: Jeff Tatarek, Hanson Professional Services

RESOLUTION NO. R2020-49

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH HANSON PROFESSIONAL SERVICES INC.
FOR LAKE DECATUR DAM GATES EVALUATION
CITY PROJECT 2019-40**

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

Section 1. That Change Order No. 1 to the Professional Services Agreement between Hanson Professional Services Inc., and the City of Decatur, Illinois, for Lake Decatur Dam Gates Evaluation, attached hereto as Exhibit A, be authorized in the amount not to exceed \$171,206.00.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Change Order No. 1 to the Professional Services Agreement between the City of Decatur, Illinois and Hanson Professional Services Inc.

PRESENTED and ADOPTED this 16th day of March 2020.



Julie Moore Wolfe, Mayor

ATTEST:



Angela Harper, Deputy City Clerk



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

Change Order

Date: 03/02/2020
Request No. 1 ☐ Final
Professional Service Hanson Professional Services Inc.
Address: 1525 South Sixth Street
Springfield, IL 62703

I recommend that an ☒ addition of \$ 171,206.00 be made to the above contract.
☐ deduction

I recommend that an extension of See Attached Ex A-1 days be made to the above contract completion date.
The revised completion date is now N/A

Amount of original contract	\$	<u>153,900.00</u>
Amount of previous change orders	\$	<u>0.00</u>
Amount of current change order	\$	<u>171,206.00</u>
Amount of adjusted/final contract	\$	<u>325,106.00</u>

☒ addition
Total net ☐ deduction to date \$ 171,206.00 which is 111.0 % of Contract Price

State fully the nature and reason for the change order change Initial efforts to release the rod end of the cylinder from the gate for testing were unsuccessful due to deteriorated condition of the spherical bearings & pins. It was determined the existing bearings & pins require replacement to facilitate the cylinder testing program. Change order modifies the original scope as attached in Exhibit A-1 to include full removal & replacement of eight (8) spherical bearings and connecting pins.

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

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

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

Recommended [Signature]
City Public Works Director

3/10/2020
Date

Approved [Signature]
Mayor
3/17/20
Date

Attested [Signature]
Deputy City Clerk
3/17/20
Date

SCOPE OF WORK CHANGE ORDER NO. 1

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages "A-1", "A-2" and so on.

Project Description:

Provide professional services related gate evaluation for the Lake Decatur Dam. **Change Order No. 1 is a modification to the original scope of work which includes removal and replacement of the spherical bearings in the cylinder rod ends to facilitate the hydraulic cylinder testing. Changes to the original scope are indicated by bold italic text**

Services:

I. Gate Evaluation

A. Hydraulic Cylinder Testing

1. **Global:** Provide equipment as required to provide testing personnel access to cylinder vaults; remove & replace vault covers (up to 8 total)
2. JHF & City: Break hydraulic lines and depressurize the system for each cylinder
3. JHF: Install testing ports into existing hydraulic supply and return lines at each cylinder (2 EA. X 8 = 16 Total)
4. JHF: Conduct pressure tests in coordination with City Operators
5. **Global:** Disconnect rod end from gate at each cylinder; **remove existing spherical bearing & pin;** support cylinder during testing; **install new spherical bearing and pin;** and reconnect
6. JHF: Conduct operation test of each cylinder in coordination with City Operators
7. JHF: Report test results of findings and recommendations for repair and/or additional investigation
8. **After completion of the north gate cylinder testing and bearing-pin replacement, based on the results of the testing, the City reserves the right to cancel the testing and bearing-pin replacement on the south gate.**

B. Gate Inspection

1. Hanson: Inspect downstream face of north & south gates for visible damage
2. Hanson: Obtain survey profile of the north & south gate crest at 10 ft intervals
3. Global: Complete underwater inspection of upstream face of spillway including wingwalls, intake structure, north slopewall, bascule gates & seals
4. Hanson: Report survey results and inspection observations

C. Summary Report & Recommendations

1. Hanson: North & south gate downstream face inspection report
2. Hanson: Survey profile of north and south gate crest
3. Global: Underwater inspection report
4. JHF: Cylinder testing report
5. Hanson: Summary of rehabilitation recommendations and estimate of cost

~~C-F = Christy Foltz, General Contractor~~

JHF = John Henry Foster; Hydraulics

Global = Global Infrastructure; Diver

HANSON
Engineering | Planning | Allied Services

Original Contract Total Labor and Reimbursable Expenses	\$153,900
--	------------------

Change Order No. 1 Labor and Reimbursable Expenses	\$156,206
Contingency	\$15,000
Change Order No. 1 Total	\$171,206

Page 68 of 83

South Gate = Cylinders 5 - 8

City	City of Decatur personnel
Global	Global Infrastructure
JHF	John Henry Foster

Task Owner	Task	2019					2020											
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
C-F	Mobilization																	
JHF-CF-City	Hydraulic Cylinder Testing																	
HPS	Inspect downstream face of bascule gates																	
HPS	Survey profile bascule gates																	
Global	Underwater inspection upstream side of the spillway																	
Global	NTP - Lead time on spherical bearings & pins (20 weeks)																	
Global	North Gate Mobilization - Support Bracing, Access Line, Vault Covers																	
JHF-Global-City	North Gate - Hydraulic Cylinder Testing & Bearing/Pin Replacement																	
Global	South Gate Mobilization (As Req'd) - Support Bracing, Access Line, Vault Covers																	
JHF-Global-City	South Gate (As Req'd) - Hydraulic Cylinder Testing & Bearing/Pin Replacement																	
HPS	Prepare summary report w/ recommendations & cost estimate																	

C-F	Christy-Foltz
JHF-CF-City	John Henry Foster + Christy-Foltz + City Technicians
HPS	Hanson Professional Services
Global	Global Infrastructure



Global Infrastructure, LLC. Proposal Number
Hanson Professional Services Inc
Lake Decatur-Bascule Gate Investigation

20-2006 Option #3

Assumptions & Clarifications:

1. Unless otherwise noted Global plans on working 8-hour days, Monday thru Friday until completion of the project. Minimum charges per day will be billed at 8 hours minimum.
2. Global has listed Time and Material pricing for man hours, equipment, rental gear and consumables. This information is intended for estimating purposes only, and actual billing may vary.
3. It is at the sole discretion of Global's Supervisor to evaluate on-site conditions and determine whether or not diving operations will be conducted or continued.
4. All work will be conducted within the guidelines of OSHA.
5. Work on Saturdays is billed at 1.5 times the regular rate.
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7. Standby rates will be billed during work stoppages outside of Global personnel's control.
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17. Payment of service is net 30-days, unless otherwise negotiated.
18. This quote is good for a period of 30 days.
19. This quote is outlined using union personnel.

Customer Acceptance _____

Date _____

Print Name and Title _____

Should you want to schedule this project or have any questions regarding this or any other project, please contact me anytime

James Rolette
Global Infrastructure LLC

President
4937 Wilshire Blvd. Country Club Hills IL 60478

jrolette@globalinfrastructure.com
219-924-6755



John Henry Foster

pneumatic and hydraulic equipment

www.jhf.com

4700 LeBourget Drive
St. Louis, MO 63134

Ph (314) 427-0600
Fax (314) 427-3502

*** THIS IS A QUOTE ***

Quote	QT-00156727
Terms	Net 20 Days
Date	2/27/2020
Ship Via	Hydraulic Repair
Secondary Ship Via	Bestway
Customer Reference	Decatur Dam

Quoted to: Mark Certa

Account # C005518

Hanson Professional Services
1525 South 6Th Street
Springfield, IL 62703

Ship to

C002654

City Of Decatur

1155 S Martin Luther King Drive
Decatur, IL 62521

Item	Description	Qty	Available	Price	Extension
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QUOTE INCLUDES: 8 DAYS OF ON SITE TESTING TWO TECHNICIANS EACH DAY TESTING TO BE PERFORMED IN ONE DAY INCREMENTS AS CYLINDERS BECOME READY FOR TEST REQUEST TO PROVIDE AS MUCH ADVANCE NOTICE AS POSSIBLE FOR SCHEDULING ON OUR END NO OVERNIGHT STAYS ARE INCLUDED IN THIS QUOTE					
Quoted by: Scott Morgan Phone: 314-593-1231 Email: smorgan@jhf.com Expires: 3/28/2020					

Review and place orders at www.jhf.com	Total	30,000.00
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Public Works

DATE: 3/27/2020

MEMO: 2020-64

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

Matt Newell, P.E., Public Works Director

Keith Alexander, Water Production Manager

Randy Miller, Water Services Manager

SUBJECT: Resolution Authorizing Water Services Agreement with the Village of Mt. Zion

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Water Services Agreement between the City of Decatur and the Village of Mt. Zion.

BACKGROUND:

It is common practice in the water utility industry to have mutually beneficial agreements between adjacent utilities to supply water on a continuous basis for customers, and during emergencies or other unique situations. Decatur and Mt. Zion have had an agreement for continuous water service in place since at least 1959. Per these agreements and city policy, Mt. Zion purchases all of their potable water from Decatur at double the water rate charged to Decatur residents and businesses. These purchases are for normal and expected quantities. The Village of Mt. Zion purchases under two percent of the city's total volume of treated and pumped water, and is the third largest purchaser of Decatur water.

City Code Chapter 64, Paragraph 12 also requires that an agreement be instituted:

Service Outside of Corporate Limits. Water may be furnished through services situated outside the corporate limits of the City only upon express agreement approved by the Council, and then only upon charges two times the charges for water furnished water services of the same classification situated within the corporate limits.

The proposed agreement differs from the previous one in two major areas:

1. The precise locations where Decatur's water main system ends, and Mt. Zion's begins, has been documented with GPS coordinates.
2. Billing and payment language was updated to reflect the City's current requirements and practices.

The agreement was approved by the Village of Mt. Zion on March 16, 2020.

A similar water services renewal agreement with the Village of Harristown was authorized by the City Council in 2018. City staff have begun discussing the renewal of the water services agreement with Long Creek Township Water Department officials.

PRIOR COUNCIL ACTION:

On May 24, 1976 the City Council approved the previous Water Services Agreement.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

Village of Mt. Zion

LEGAL REVIEW: The agreement was approved by the Legal Department on February 6, 2020.

STAFF REFERENCE: Matt Newell, Public Works Director, Gregg Zientara, Finance Director, Keith Alexander, Water Production Manager and Randy Miller, Water Services 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:

SCHEDULE: The agreement term is an initial ten year period then continued with four additional five year periods for a total of thirty years.

BUDGET IMPLICATIONS: None

COPY: Julie Miller, Mt. Zion Village Administrator

ATTACHMENTS:

Description	Type
Resolution Authorizing Agreement with Exhibit A	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING WATER SERVICES AGREEMENT
WITH THE VILLAGE OF MT. ZION**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part of hereof between the City of Decatur and the Village of Mt. Zion regarding services for potable water be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and the Village of Mt. Zion.

PRESENTED AND ADOPTED this 6th day of April, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

AGREEMENT

WHEREAS, the Village of Mt. Zion, Illinois (“Village”) owns and operates a water storage and distribution system; and,

WHEREAS, the City of Decatur, Illinois, (“City”) owns and operates a water works system; and,

WHEREAS, both parties desire to enter into an agreement to secure a supply of treated water from the system of the City for the system of the Village; and

WHEREAS, both parties have entered into similar past agreements, with the most recent agreement dated May 24, 1976.

For and in consideration of the promises and covenants respectively to be performed by the parties hereto, it is agreed by and between the Village of Mt. Zion, Illinois, and the City of Decatur, Illinois, as follows:

1. That the initial term of this Agreement will be for a period of ten (10) years from the date of execution. After the initial ten (10) year period, this Agreement shall continue in four (4) additional periods of five (5) years each.
2. That during the term of this Agreement, the Village may offer and maintain water service only within the corporate limits of the Village. The Village may furnish water to users outside the corporate limits of the Village only upon consent of the City Council expressed by ordinance or resolution.

3. That any extension or modification of the Village water system shall be constructed in compliance with the established standards used by the Illinois Environmental Protection Agency.

4. That there shall be no connection, directly or indirectly, to the Village system or any connection of any service connected to the Village system to any source of water other than that supplied by the City or the Village.

5. That no connection to the Village system for a water service or otherwise shall be made except by a plumber licensed by the State of Illinois or by an employee of the Village.

6. That the Village shall not furnish water service through its system to any premises unless said premises are served by and connected with a properly installed and operating sanitary waste disposal facility which may include a properly operating and installed septic tank system conforming with the specifications, standards and regulations of the State of Illinois regarding such systems.

7. Regulatory Agencies. It is mutually agreed between the City and the Village that they will cooperate in obtaining such permits, certificates, or the like which may be required to comply with the laws, rules, and regulation of regulatory agencies.

8. That during the term of this Agreement the City shall furnish to the Village treated and potable water meeting applicable purity standards as established by the State of Illinois (IEPA) and the United States of America (EPA) from the City water system, the delivery points as agreed upon by the City and Village and attached and labeled as Exhibits "A" and "B". The Village shall be responsible for all expenses for all delivery point connections to the City water system and connection maintenance. Plans and specifications for such delivery point

connections and maintenance shall be approved in advance by the City's Director of Public Works. The quantity of water furnished shall be limited to not to exceed an average of 600,000 gallons per day when calculated on a monthly basis.

9. That at said delivery point or points, the Village has furnished and installed to City standards and specifications metering and regulatory devices which shall remain the property of the Village and by it made accessible to the City for reading and inspection. Replacement meters or devices required by the City shall be furnished, installed and maintained by the City and shall be made accessible to the City for reading and inspection. Said metering and regulatory devices shall be sealed against tampering and unauthorized adjustment.

10. The quality of water furnished to the Village by the City shall be determined monthly at such time during the month as shall be determined by the City. Within a reasonable time after the quantity of water furnished is determined, the City shall bill the Village, and the Village shall, on or before the 14th day following the day on which the Village is billed, pay the City. The amounts charged the Village shall be determined by the application of the provisions of Chapter 64 of the City Code, which said amounts shall not exceed two (2) times the water charges for commercial services situated within the corporate limits of the City plus applicable service charges.

11. In the event that the Village shall fail to pay the City for water furnished on or before the 14th day following the day on which the Village is billed, a penalty of five percent (5%) for each period of thirty (30) days or part thereof that the amount of such bill remains due and unpaid shall be added to the amount thereof and shall be paid by the Village.

12. In the event that restrictions upon the use of water, whether as to amount or type of use or otherwise, are established by the City for use of water furnished from the City water system, the Village shall establish and enforce the same restrictions in a like manner for water furnished from the system of the Village during said period, if the Village is using City water at the time pursuant to this Agreement.

13. As is currently ordained as to all water services furnished water from the water system of the City by the provisions of Chapter 64, Sections 18 and 19 of the City Code, the City may terminate the furnishing of water to the Village for nonpayment of water charges as in said sections so provided, or as the same may be amended from time to time. In the event a violation is claimed, the claiming party shall give notice in writing thereof to the other party, which party shall be given a reasonable time in light of the nature of the violation claimed to correct the same, which time shall be not less than ten (10) days from the date of notice; provided, however, that any violation resultant upon a cause majeure shall not subject either party to liability hereunder.

14. That the provisions of this Agreement are expressly made subject to the provisions and covenants of any currently outstanding water revenue bond issues of either party, and the provisions hereof shall be so construed as to be compatible with and to conform thereto.

15. Notwithstanding any other provisions to the contrary set out in this Agreement, the City may interrupt or discontinue the furnishing of water to the Village if, in the sole opinion and determination by the City, the same jeopardizes the water supply or the distribution of water by the City.

16. In the event that the furnishing of water to the Village is interrupted or interfered with or infringed upon for whatever reason or by whatever cause, the Village does hereby release, and the Village shall indemnify and hold harmless, the City from any and all liability or responsibility for the same.

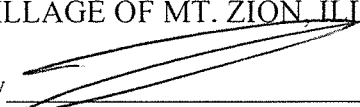
17. Except to the extent that the context thereof is patently not applicable thereto, or to the extent the parties hereto have agreed otherwise as set out herein, the provisions of general ordinance of the City with regard to water service from time to time in force and effect, the same being currently set out at Chapter 64 of said Code, shall apply during the term of this Agreement, including, but not limited to, provisions requiring payment of service charges.

18. It is further understood that the intention of the parties is to have this Agreement perpetual, except that after the initial term, it is agreed that either party may terminate without cause the agreement by giving to the other party thirty-six (36) months written notice of its intention to terminate.

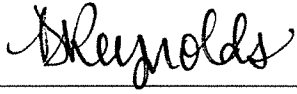
Village of Mt. Zion
Mayor
1400 Mt. Zion Parkway
Mt. Zion, IL 62549

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

SIGNED, SEALED AND ATTESTED on behalf of the Village of Mt. Zion, Illinois, as authorized and directed by the Village Board thereof, by its Mayor and Village Clerk this 16th day of March, 2020.

VILLAGE OF MT. ZION, ILLINOIS,
By 
MAYOR

ATTEST:



VILLAGE CLERK

SIGNED, SEALED AND ATTESTED on behalf on the City of Decatur, Illinois, as

authorized and directed by the Council thereof, by its Mayor and City Clerk this

16th day of March, 2020.

CITY OF DECATUR, ILLINOIS,

By _____
MAYOR

ATTEST:

CITY CLERK

MT. ZION NORTH WATER CONNECTION

EXHIBIT A

LATITUDE 39.805307 LONGITUDE -88.892091



MT. ZION SOUTH WATER CONNECTION

EXHIBIT B

LATITUDE 39.780977 LONGITUDE -88.892129

