



**Monday, April 3, 2023
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 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 20, 2023 City Council Meeting

IV. Unfinished Business

1. Ordinance Amending City Code Chapter 64 - Water Service

V. New Business

1. Resolution Authorizing an Agreement with Architectural Expressions, LLP, for Municipal Services Center Improvements City Project 2023-07
2. Resolution Authorizing an Agreement with Architectural Expressions, LLP, for Decatur Public Library Improvements
3. Resolution Authorizing an Agreement with Architectural Expressions, LLP, for Decatur Civic Center Improvements
4. Resolution Authorizing an Intergovernmental Agreement between the City of Decatur, Illinois and Richland Community College Regarding Student Use and Transit Fares
5. Ordinance Amending City Code Chapter 53 Ambulance Service
6. Resolution Approving an Amended Agreement Between the City of Decatur and the Public Safety Training Foundation for the Use of the VIRTRA V-300 Training Simulator and Grain Safety Facility
7. Resolution Authorizing Payment to Central Square for Annual Software Maintenance Fees

8. Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of Ten (10) Ford F250 Trucks and Two (2) Ford F150 Trucks
9. Resolution Accepting Sloan's Implement Sourcewell Contract #110719-JDC for One (1) John Deere 6135E Cab Tractor
10. Resolution Accepting the Bid Price of S&R Marine and Equipment for the Purchase of One (1) 2023 SeaArk VFX 2072 Deluxe Patrol Boat, Trailer and Accessories
11. Resolution Approving the Expenditure of City Funds for the Purchase of Traffic Signal Video Vehicle Detection Systems
12. Resolution Approving an Agreement with Strand Associates, Inc. for Professional Services for the Northwest Quadrant Water System Modeling Study, City Project 2023-04
13. Resolution Authorizing Execution of Programmatic Partnership Agreement with U.S. Department of Agriculture Natural Resources Conservation Service for the Regional Conservation Partnership Program
14. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 2344 Mesa Drive
 - B. Ordinance Annexing Property South of 2225 South Taylor Road
 - C. Resolution Accepting the Bid and Awarding a Contract to Waste Management of Illinois, Inc. for Garbage Service at City Facilities
 - D. Receiving and Filing of Minutes of Boards and Commissions

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of March 20, 2023 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of March 20, 2023 City Council Meeting

Backup Material

CITY COUNCIL MINUTES
Monday, March 20, 2023

On Monday, March 20, 2023, 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 Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn and Chuck Kuhle. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Jim Taylor, Ayn Owens, Bret Robertson, Abeer Motan and Dr. Charles Stone.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the March 6, 2023, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

2023-14 Ordinance Rezoning Property from O-1 Office District to PD Planned Development District - 888 South 16th Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report.

R2023-47 Resolution Authorizing a Redevelopment Agreement Concerning Property at Martin Luther King Drive and Sangamon Streets to Facilitate Investment and New Job Creation, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution and introduced Mr. Mike Bever, Executive Vice President of Operations for Tillamook.

Mr. Bever gave a brief presentation and provided background information on Tillamook.

Council members thanked Tillamook for their plans to open an ice cream manufacturing facility in Decatur.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2023-15 Ordinance Amending City Code Chapter 9 Transportation Services Department, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-48 Resolution Authorizing Execution of a Professional Services Agreement for the Transit Comprehensive Operations Analysis Between Alfred Benesch & Company and the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Ms. Lacie Elzy, Mass Transit Administrator, answered questions from Council members concerning project funding.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Ordinance Amending City Code Chapter 64 Water Service, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Council members held a discussion on the proposed water rate increase, inflation rates, water deposit requirements for tenants and other updates to the water and sewer codes.

Councilwoman Gregory moved to table the item until additional information concerning the code amendment was provided, seconded by Councilman Kuhle.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2023-16 Ordinance Amending City Code Chapter 74 Sanitary Sewer System, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Council members held a discussion on sewer rates.

Mr. Jon Kindseth, Deputy City Manager, explained the timeframe for adopting new rates.

Councilwoman Gregory made a motion to amend the sewer rate from 6.0 percent to 5.0 percent, seconded by Councilman Kuhle.

Upon call of the roll on the amendment, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Upon call of the roll on the motion as amended, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-49 Resolution Authorizing Cash Rent Farm Lease with Tiger Fiber Inc. for Oakley Sediment Basin Interior, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2023-17 Ordinance Authorizing Negotiation and Execution of Negotiated Easement with Archer-Daniels-Midland Company for the Underground Injection and Sequestration of CO₂, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Greg Florian, Vice-President at Richland Community College, spoke about the partnership between Richland Community College and Archers Daniel Midland Company.

Ms. Sally Greenberg, Illinois Geological Survey at the University of Illinois, highlighted the global contribution made by the City of Decatur for the study of carbon capture and storage and explained the process of carbon capture sequestration.

Mr. Chris Cutty, Senior Vice President of Archers Daniel Midland Company, spoke about the expansion of ADM's current CCS well capacity and economic growth resulting from the proposed project.

The following citizens provided comments to the Council regarding the sequestration project: Judith Parrish, Verlyn Rosenberger, Nicole Bateman and Tom Brinkoetter.

Ms. Greenberg answered questions concerning the project's safety risks.

Council members held a discussion concerning the proposed easement, terms and conditions, and future proposals for interstate piping projects.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-50 Resolution Authorizing a Real Estate Purchase Agreement for Properties Between Una Mae Eldridge and Una Mae Eldridge Living Trust and the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-51 Resolution Authorizing Agreement with Love Learning and Laughter Daycare (LLLD), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Cordaryl "Pat" Patrick, Director of Economic and Community Development gave an overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-52 Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Transit Buildings at 300 E. Macon (Former Tommy House Tire), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-53 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Sutton Ford Inc. for the Purchase of Four (4) 2023 Ford Interceptor Utility Vehicles and Two (2) 2023 Ford F-150 Police Responders, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Police Lieutenant Ed Hurst answered questions from Council members about using electric vehicles.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through F. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. No Council member requested to remove an item from the Consent Agenda Calendar. The Clerk read items A. through F.:

Item A. 2023-18 Ordinance Annexing Territory 2375 Mesa Drive

Item B. R2023-54 Resolution Authorizing Action Regarding Unsafe Structures

Item C. 2023-19 An Ordinance Reserving 2023 Volume Cap for Private Activity Bond Issues, and Related Matters

Item D. R2023-55 Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 1004 W. Wood

Item E. R2023-56 Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 445 W. King

Item F. R2023-57 Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of One (1) 2023 Ford F-150 Crew Cab Pick-up Truck

Councilwoman Gregory moved Items A. through F. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Council members held a discussion concerning the City Council policy that requires four members of the City Council to bring an item before Council for consideration.

With no Other Business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 8:30 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Ordinance Amending City Code Chapter 64 - Water Service

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance Amending City Code Chapter 64 Water Service	Ordinance

March 30, 2023

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

FROM: Scot Wrighton, City Manager

RE: Adjustments & Amendments to Water System Ordinances

This item was tabled at the March 20, 2023 meeting.

The Decatur City Code provides that local water rates be adjusted annually by 2.5% **OR** by the annual inflation rate as determined by the U.S. Bureau of Labor Statistics for Midwest Cities, **whichever is higher**. Last year the Federal government's fiscal and energy policies drove the regional inflation rate to more than eight percent. To partially insulate Decatur water customers from having to bear the full impact of such an unprecedented inflationary increase, the City Council elected in 2022 **only**, to increase water rates by just 2.5%. The council's action only modified the 2022 rate adjustment. The base ordinance language remains in effect. Currently the BLS Midwest Cities inflation rate for Decatur is 6.0%. Staff's report to the City Council for the March 20 meeting detailed how actual water capital and operations costs have gone up substantially more than the 6% rate reflected in the Labor Department's generalized consumer inflation rates—perhaps by as much as three times the normal inflation rate by the end of 2023. For this reason, staff recommended that the 6% rate hike be allowed to go into effect—as this would still buffer customers from the full effects of utility and construction inflation sustained by the city. The City Council modified staff's recommended sewer rate hike from 6% to 5% on March 20 by formal amendment, and then adopted this modified increase along with other recommended changes to the Sewer Code (Chapter 74) only. The proposed water ordinance revisions included in the April 3 council packet retain the recommended 6% rate; it too can be amended at the council meeting, if desired. A 6% water and sewer rate hike will increase the **aggregated (all services)** average residential customer's bill by \$2.06/month. A 5% water and sewer rate hike results in an average increase of \$1.72/month (total bill).

The City Council should be commended for trying to insulate local utility customers from the full impact of runaway inflation last year, and it can continue this practice to a limited extent. But if the council absorbs most of the increases again, it will soon find itself (again) in a situation where low rates exhaust utility reserves, requiring the City Council to enact multi-year increases substantially higher than increases recommended now, just to keep pace with current and future operational and capital demands. It is recommended that the City Council allow the Midwest BLS inflation percentage (six percent) to go into effect, as provided by the current ordinance, as this amount is still well below the actual non-personnel inflationary rate increases the water fund will pay in the year ahead. In short, the city's water fund will still be losing money even by adopting the Midwest BLS inflation percentage. If the City Council believes that the recommended increase would still create too great a burden on utility customers, then it should, at a minimum, increase rates by at least five percent (5%).

Approval of the recommended water ordinance changes will have no impact or effect on the city's raw water agreement with ADM. The raw water agreement is a contract, not an ordinance; therefore, any revisions to the raw water agreement must be negotiated by both parties, and both parties must consent to any revisions. Increases in raw water fees are adjusted in accordance with BLS inflation rates—and are not pegged, or to tied, to rates enacted for other city water customers. Staff recommends that the August 2022 raw water agreement not be changed; changes to the raw water agreement are not included on the council's agenda. Therefore, ADM's raw water rate will increase by 6% this year, unless council directs staff to re-open the raw water agreement.

OTHER ORDINANCE REVISIONS

Per council's request, the proposed ordinance revisions also add language requiring that when the BLS regional inflation rate exceeds five percent (5%) in any given year then the matter must be returned to the City Council for a formal vote.

Also, per council's request, the proposed ordinances enact a \$100 water deposit requirement for new water customers that are renting, and for *all* water customers that have had two or more delinquencies leading to water shut-offs in the last 12-month period. Fully enacting this provision will take until October 1st to administratively implement, but it will reduce the extent to which property owners/landlords end up paying delinquent water account balances for their former tenants. City staff has been working on this ordinance revision for more than two years. It was tabled for an extended period due to pandemic; but we communicated regularly with the Decatur Landlord Association as we moved forward. Some members of the Decatur Landlord association would like the city to assume all the responsibility for collecting delinquent water/sewer bills created by their tenants. I strongly recommend that the City Council NOT pursue this policy approach for several reasons:

1. It would decrease water revenues and force the City Council to recover these losses from other rate payers.
2. Word would quickly spread locally that tenants could skip-out on their last 2 months of utility costs because the city writes off these losses as a matter of policy.
3. Almost all other cities contacted by our staff make the landowner/landlord responsible (one way or another) for paying whatever unpaid portion of a utility bill remains after deposits, collection agency remittances and other efforts at collection are exhausted.
4. Although the majority of local landlords are good stewards of their properties and carefully select their tenants, some are not. The city does not participate in the screening of tenants; nor does it oversee rental leases to make sure that measures are in place to prevent leaks, arrange for quick repairs and other matters between the landlord and tenant that impact water bills.

The President of the Decatur Landlord Association will be attending the April 3 meeting and I have asked her to participate in the council's discussion of this issue. The Association would like

to have: a) a deposit paid by tenants that at least buffers landlords from the full costs of utility bill delinquencies, b) a better system for recovering delinquent balances abandoned and left unpaid by former tenants when they seek a new rental arrangement elsewhere in Decatur, and c) more information sharing with the city so that landlords can make more informed decisions about whether to rent to prospective tenants. I believe the city can do these things over the next 6 months with the revisions proposed in the recommended ordinance.

The Landlord Association would like to see a deposit of more than \$100 because delinquent balances can exceed \$100. City staff found that \$100 was a common amount charged by other mid-sized Illinois cities who operate water utilities (e.g., Waukegan, Naperville; Bloomington does not have a deposit but charges a \$10 account transfer fee and requires that the landowner bring all accounts to a zero balance before a new tenant customer is entered into the system). It could be that the City Council should evaluate the amount of the deposit from time to time. At present, however, a higher deposit amount could act as a barrier to access to affordable housing.

The proposed ordinances also increase the fees for in-person service calls during regular business hours and during off-business hours from \$35 and \$50 respectively, to \$50 and \$100 respectively.

The proposed ordinance also makes numerous non-substantive updates to the Water Code including new definitions, revises language concerning how water meters are read, prohibits customers from opening fire hydrants and turning on water shut off by the city, and adds other clarifications.

ORDINANCE AMENDING CITY CODE
-CHAPTER 64-
-WATER SERVICE-

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

Section 1. That Chapter 64 of the City Code of the City of Decatur Illinois be and the same is hereby modified and amended by amending Chapter 64 as so modified and amended, shall provide as follows:

1. **DEFINITIONS.** For the purposes of this Chapter, unless context clearly indicates otherwise, the following definitions shall apply in the interpretation and enforcement of this Chapter.

A. Administrator: The Administrator of the U.S. Environmental Protection Agency.

B. Applicant: The person(s), business or corporation applying for a permit or for water service.

C. Charges for Utility Services: Include charges appearing on the City Utility bill including water service fees, Sanitary District fees, sanitary sewer fees, recycling fees, storm water utility fees, and water meter damage fees, reconnection fees and other associated and related fees.

D. City: The City of Decatur, an Illinois Municipal Corporation

E. Commercial Service: All water service other than residential water service or industrial water service.

F. Customer: The owner(s) of the premises to which water service is provided, or the owner(s) and owner authorized occupant(s) or person(s) in possession or control of such premises jointly and severally. Whenever an occupant or person in possession or control of premises is a customer, they are presumed to be authorized by the owner to obligate owner for

the payment of the water service bill jointly and severally with such occupant or person in possession or control of premises.

G. Disconnect: To stop the supply of water to a customer.

H. Federal Act: The Federal 1996 Safe Drinking Water Acts Amendments.

I. Industrial Service: Water services to which more than one million (1,000,000) gallons or 133,680.55 cubic feet per day are furnished, averaged over the one year period immediately preceding the effective billing date.

J. Monthly: A period of twenty-eight, twenty-nine, thirty, or thirty-one days as the case may be, whether the same commences or ends on the first day of a calendar month or otherwise.

K. Owner: The person(s) having an ownership interest alone, or jointly or severally with others in premises connected to the public water system by being (1) the legal title holder or holders to the premises or dwelling units, with or without accompanying actual possession thereof; (2) the beneficial owner(s) of an Illinois Land Trust if legal title is held by such a trust; (3) the purchaser under a real estate installment sales contract; (4) any person serving as executor, administrator, trustee, or guardian of an estate if legal title is held by the estate; or (5) any person, including the agent of the legal title holder, who is authorized or entitled to control, manage or dispose of any premises.

L. Premise: The property, dwelling, dwelling unit, lot, building or a part of a building or any other parcel or tract of land to which the City provides water service. Any property, dwelling, dwelling unit, lot, building or part of a building or any other parcel or tract of land which has its own water service connection and/or water meter shall be considered a separate premise for purposes of this definition.

M. Residential Service: Water services from the water system to a single-family residence or a two-family residence.

N. State Act: The Illinois Anti-Pollution Bond Act and for making such loans as filed with the Illinois Secretary of State.

O. Utility Bill: The amounts charged by the City for the use of water, Sanitary District, sewer user fee, storm water utility, recycling, water meter damage fees, reconnection fees and other associated and related fees as set forth in the City Code.

P. Water Fund: The principal accounting designation of all revenues received in the operation of the water system.

Q. Water Service: The pipeline providing water from the water system of the City to customer premises.

R. Water Service Line: The necessary tap, pipe, stop boxes, test plugs, stop cocks, hydrants, bypasses, meters, fixtures and appurtenances between the City water main and the discharge side of the water meter. Unmetered service lines for fire protection purposes shall be considered water service lines for the entire length thereof.

S. Public Water System: The water main pipes, pumps valves, hydrants and necessary components that deliver potable water to the public. (Amended, Ordinance No. 2001-17, March 19, 2001)

2. **WATER FURNISHED**. Water service shall be furnished by the City only in compliance with, and subject to , the provisions of this Chapter and other applicable provisions and ordinances of the City and rules, regulations, and directives authorized thereby, and then only upon application for the same made and approved by the City upon forms furnished by the City. (Amended, Ordinance No. 2009-39) Amended, Ordinance No. 2005-112)

3. **CUSTOMER RESPONSIBILITY.** The customer shall be responsible for the payment of all charges for utility service thereto and said customer shall accept and abide by all of the provisions of this Code, or of other ordinances, rules, regulations, and directives of the City applicable to utility service. The owner shall also meet all applicable requirements of the State of Illinois including but not limited to those contained in the EPA Rules for Public Water Supplies (Title 35 of the Illinois Administrative Code Part 651 through 654) and the Illinois Plumbing Code (Title 77 of the Illinois Administrative Code Part 890).
(Amended, Ordinance No. 2005-112, December 19, 2005)

4. **APPLICATION FOR WATER SERVICE.** Effective September 1, 2023, every customer applying for water service shall file an application on forms provided by the City Finance Department. There shall be separate application filed for each premise for which a customer desires water service. New applications shall be required for any changes in owner(s) or occupant(s) or person(s) in possession or control of such premises. Applications shall be required regardless of whether the City already provides water service to a premise and regardless of whether the customer has an application on file or is a customer for a different premise. Applications for premises that are not owner occupied shall require authorization of both the owner and occupant(s) or person(s) in possession or control of such premises. Failure to file an application and/or provide all of the information requested shall be cause for the City to deny water service and disconnect same.

5. **INELIGIBILITY.** No person shall be eligible for water service for any use whatsoever if that person, at the time of application, has any outstanding indebtedness to the City for past utility bill.

6. **DEPOSIT.**

A. Effective October 1, 2023, each application for residential water service for properties where the customer is the owner(s) and owner authorized occupant(s) or person(s) in possession or control of such premises shall be accompanied by a deposit in the amount of One Hundred Dollars (\$100.00). Failure to provide this deposit shall be cause for the City to deny water service and disconnect same.

B. Effective October 1, 2023, those customers with existing residential water service that have had a utility service disconnected two (2) or more times in a twelve (12) month period shall be required to pay a One Hundred Dollar (\$100.00) deposit to the City in addition to all past due water service bill amounts and service reconnection charge to resume water service to premises.

C. Deposits for water service shall be retained by the City to ensure payment of final water service bills only. Unpaid monthly water service bills shall be considered delinquent. While the deposit is retained by the City, the customer shall not be entitled to interest on the deposit regardless of time held by the City.

D. When water service to the customer is discontinued permanently, the deposit shall be refunded to customer without interest less any amount still due the City for the utility bill. In the event customer is owner and occupant(s) or person(s) in possession or control of premises, City will make reasonable attempts to refund any remaining deposit to the person or entity receiving the utility bill at the last known address through the U.S. Mail Service of any portion of deposit available for refund.

E. Upon receipt of the deposits required by this Section, the customer shall be issued a receipt in the amount of the deposit received.

F. Deposits made by occupant(s) or person(s) in possession or control of such premises shall be presumed to be made by the owners and occupant or person in possession or control of such premises jointly and severally.

7. **LIABILITY OF CITY.** The City shall not be liable for or on account of the interruption, for any reason whatsoever, of water service to any water user or other person or entity, and the officers or employees of the City shall not be liable for or on account of the interruption, for any reason whatsoever, of water service to any such user or other person or entity, except for the intentional or will full misconduct of such officer or such employee.

Revised 02/2017

8. **WATER METERS.** Water furnished from the water system of the City shall be measured by meters tested and approved by the Public Works Department and furnished by the water user, which Department shall repair or replace all meters in services of one inch or smaller. Meters in services larger than one inch shall be tested, repaired or replaced in accordance with rules and regulations promulgated by the City Manager. Said rules may provide for the frequency of testing or inspection and the manner thereof; the cost or expense or charges for testing, inspection, repair or replacement and the allocation thereof, the place of such operations and the responsibility for production of meters thereat, or of testing or repair equipment at meter sites; the limitation of the makes of meters to specific manufacturers which may be placed in service; the establishment of reasonable time limits for, and procedures to, carry out the mechanics of such testing, inspection, repair and replacement and the administration thereof. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

9. **WATER SERVICE LINE.** The water service line shall be originally supplied by the owner of the premise served thereby. The City shall maintain and keep in repair residential water service lines from the City main to the discharge side of the curb stop. The owner of the premise served thereby shall maintain and keep in repair residential service lines from the discharge side of the curb stop to the intake side of the water meter, and keep in repair unmetered services lines, commercial service lines and industrial service lines from the tap at the City mains to the discharge side of the water meter, subject to the other provisions of this Chapter. If repairs to a water service line become necessary in the judgment of City Personnel, the City may cause such repairs to be made, and if the same would otherwise be the responsibility of said owner of the premise, the cost thereof may be added to the water bill for that service. Not more than one lot or parcel of ground shall be served by each service line, except as provided elsewhere herein, and whenever a lot or parcel of ground being served by a service line is divided into separate ownership, water service after such division shall be provided by a separate service line for each of the respective parts thereof. Where two or more single-family residence buildings or two-family residence buildings having water service of the residential classification are located on one lot or parcel of ground, a separate water service line shall be provided for each such building whether the same are owned by one person or entity or otherwise. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 90-12, January 29, 1990)

10. **COMMERCIAL SERVICE LINE.** Water service classified as commercial service will be supplied through a single service line to each building situated on one lot or parcel of ground or on contiguous lots or parcels of ground under single ownership and the

water furnished thereto will be measured by a single meter for each service line. The owner may request in writing to the Public Works Director that more than one service line or more than one meter be utilized to furnish the water service in this section. The director shall approve or deny such requests in writing to the owner prior to service line installation. The intervening of a street, alley, or public easement or way between such lots or parcels of ground under single ownership shall be ignored in determining the contiguity thereof. In the event any part of such lot or parcel, or such contiguous lots or parcels, is separate service lines and meters. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2055-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

11. **WATER METER INSTALLATION AND MAINTENANCE.** All existing and newly installed water meters shall be located or relocated, at the expense of the owner of the premises served, so as, in the determination of the Public Works Director, to control the entire supply of water to the premises and in a clean, dry safe place so that the meter or meters not be subject to great temperature variance and be properly protected from freezing and other hazards, and be easily accessible for installation, maintenance, reading, and replacement. All meters shall at the time of installation be equipped with a device, approved by said director, which will permit said meter to be read without entry into the building or other enclosure wherein the meter is located, said device being known as a communication module. After original installation, the City shall test, inspect, repair, or replace water meters and communication modules as needed. The City may charge the owner of the premises served for service and/or replacement costs for water meters and accessories that are damaged due to improper protection from freezing and other hazards by said owner.

(Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

12. **ESTIMATED BILLING.** If at any time a meter shall fail to accurately measure and register the amount of water passing through the same, or the meter is not read by the City due to labor shortage, equipment failure, inclement weather, or other unforeseen circumstances, the quantity of water used may be estimated as an amount equal to the amount property and correctly registered during a previous reading period determined by the City to be a period of substantially similar water usage. (Amended, Ordinance No. 2005-112)

13. **CLASSIFICATION OF WATER SERVICES.** Water services from the water system of the City are hereby classified as residential monthly services, commercial monthly services, and industrial monthly services.

Classifications shall be assigned at the determination of the Public Works Director. If there is insufficient actual measurement of water furnished to determine the average use as aforesaid, classification pending determination based on actual use, may be made on the basis of reasonable estimate. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 200-63, July 17, 2000) (Amended, Ordinance No. 98-55, August 31, 1998) (Amended, Ordinance No. 90-35, March 19, 1990)

14. **WATER CHARGES.** The water charges shall be based upon the classification of service, the meter size and the quantity of water furnished monthly as follows:

<u>METER CHARGE</u>	5/1/22	5/1/23
RESIDENTIAL SERVICE:	\$4.38	\$4.64

<u>Meter Size</u>	<u>Monthly – Per Meter</u>	
5/8" – 3/4"	\$11.87	\$12.58
1" – 1 1/4" – 1 1/2"	\$43.84	\$46.47
2" – 3" – 4"	\$154.65	\$163.93
6" – 7" – 8" – 10" – 12"	\$721.81	\$765.12
14" – 16" – 18"	\$2964.56	\$3,142.43

QUANTITY CHARGE

5/1/2022

5/1/2023

RESIDENTIAL AND COMMERCIAL SERVICE:

<u>Cubic Feet Monthly</u>		<u>Charge Per 100 Cubic Feet</u>	
First	700	\$5.41	\$5.73
Next	1,500	\$4.92	\$5.22
Next	12,900	\$4.39	\$4.65
Next	18,300	\$3.52	\$3.73
Next	133,300	\$2.76	\$2.93
Next	833,300	\$2.62	\$2.78
Next	1,000,000	\$2.19	\$2.32
All Over	2,000,000	\$1.53	\$1.62

INDUSTRIAL SERVICE:

<u>Cubic Feet Monthly</u>		<u>Charge Per 100 Cubic Feet</u>	
First	700	\$8.31	\$8.81
Next	1,500	\$7.53	\$7.98
Next	12,900	\$6.69	\$7.09
Next	18,300	\$5.39	\$5.71
Next	133,300	\$4.26	\$4.52
Next	833,300	\$3.97	\$4.21
Next	1,000,000	\$3.33	\$3.53
All Over	2,000,000	\$2.37	\$2.51

The monthly charge shall consist of the meter charge plus the quantity charge rounded to the nearest whole one cent.

The meter charge shall accrue for each monthly period during which water service is available and has not been shut off without regard to whether water service is furnished through the same.

Effective May 1, 2016, and continuing annually on May 1 thereafter, all water meter, water quantity, fire hydrant and water station charges contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding January 1 to December 31 time period, whichever is greater except for year 2023 for which the increase will be 2.5 percent. The City Council must authorize any annual increase that is 5.0 percent or higher. (Amended, Ordinance No. 2022-12, April 4, 2022) (Amended, Ordinance No. 2013-33, April 15, 2013) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 98-55, August 31, 1998) (Amended, Ordinance No. 93-28, May 17, 1993) (Amended, Ordinance No. 89-05, January 17, 1989)

15. **NOT FOR PROFIT INSTITUTIONS.** Water service to public and semi-public entities, organizations and institutions not operated for profit including, but not limited to, religious, educational, eleemosynary, philanthropic and other similar entities or organizations with U.S. Internal Revenue Code Section 501(c)(3) recognition of exemption from federal income taxation may be, as determined by the Public Works Director, classified as residential for meter charges only in accordance with such classification. Water quantity charge classifications for not for profit institutions are not affected by this section. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

16. **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 of the City.

17. **REGULAR BILLING.** The Public Works Department, upon such schedule as shall be determined by the Director thereof, shall cause each water meter to be read regularly each classification period applicable to each meter and shall promptly return such readings to the Department of Finance. The Department of finance shall compute the appropriate charges for water furnished in accordance with this ordinance and shall bill for the same. The water services bill shall set forth the period during which the charges shown thereon accrued, the amount of the service charge, the amount of the water-furnished charge, the amount of water furnished, the due date of payment and any other charges connected with such service including the amount and the reason for same. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

18. **SPECIAL METER READING.** In the event a meter is not functioning correctly or not accessible to be read at the time usually scheduled for such reading so that the same is not read, charges may be based on an amount of water estimated to have been furnished through said meter determined in the same manner as provided in Section 12 hereof. Not more than two (2) bills based on an estimate shall be permitted in a twelve (12) month period. It shall be the duty of the customer to arrange with the Public Works Department for a special time at which the meter will be accessible for such purpose at the usually scheduled time for such reading for the billing period succeeding the estimated bill. A fee of Fifty Dollars (\$50.00) shall be charged for each special reading requested to be made during

regular departmental working hours and a fee of One Hundred Dollars (\$100.00) for each special reading requested to be made during a time other than departmental working hours. Failure to cause the required reading to be timely made shall be a delinquency and shall result in the same penalty and admit of the same notice consequences as late payment as elsewhere provided herein. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

19. **ACTIVATION OF SERVICE.** The Public Works Department shall initially activate a new service, or restore service upon customer request during usual business hours, at no cost to the customer for the initial service call. Each additional service call made by the City after the initial call will be charged to the customer as Fifty Dollars (\$50.00) fee. If the customer request is for a time other than the usual business hours of the Department, a fee of One Hundred Dollars (\$100.00) shall be charged for each service call, which said fee may be waived under circumstance(s) which in the opinion of the Public Works Director constitute an emergency. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

20. **PAYMENT FOR CHARGES.** Charges for water furnished from the City water system and other charges relating to water service shall be payable at the office of the City Treasurer and shall not be considered paid until payment is actually received in said office. The failure to receive a bill for charges for any particular period or periods shall not affect

liability to pay such charges when due or excuse the accrual of penalty for delinquent payment or non-payment.

21. **DELINQUENT PAYMENTS.** Water service bills including charges for water furnished and other charges relating to such services, for all routes at least partially comprised of residential customers, shall be due and payable on or before the 21st day following the day on which the same are billed. Water service bills including charges for water furnished and other charges relating to such services, for all other routes, shall be due and payable on or before the 14th day following the day on which the same are billed. Water service bills paid after the applicable due date shall have added thereto a late payment charge of Five Percent (5%) of said charges. On the next business day after the due date aforesaid, the Finance Department shall cause a delinquency notice to be sent or given the person or entity named upon any past due bill. Such delinquent notice shall set out that water service which is the subject of such delinquency shall be shut off after the 14th day. Delinquent charges for furnishing water, and delinquent other charges relating to any water service or the water service bill, shall be a lien upon the premises served. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005)

22. **SERVICE SHUT OFF.** Unless all charges for water furnished and any other charges relating to a water service or the water service bill are paid on or before 14 days after the date of a delinquency notice relating thereto, the Public Works Department shall cause such service to be shut off and water shall not be furnished through such service until such time as any and all such charges and penalties are fully paid. In addition to such charges, a fee for restoring the furnishing of water in such service shall be paid in advance which said fee shall be Fifty Dollars (\$50.00) if restoration of service is requested to be made during the

usual business hours of the Public Works Department or One Hundred Dollars (\$100.00) if such restoration of service is requested to be made at hours other than usual departmental business hours. If the customer requires more than one service call for the services stated in this section, the customer will be charged on their next bill for each separate service call made by the City. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

23. **WATER FROM HYDRANT.** After issuance of a permit, water may be furnished through a City fire hydrant in circumstances wherein, in the opinion of the Director of Public Works Department, such furnishing by other means is not practicable. Application for such permit shall be upon forms furnished by said Department which shall show the name of the applicant; the location of the hydrant to be used; the circumstances requiring such permit; the purpose for, and the location at, which the water is to be used; the estimated amount of water to be furnished; the estimated duration of hydrant use; and such other pertinent information as said Director may deem appropriate. Such application shall be accompanied with a deposit of cash, bank draft or certified check in the amount of One Hundred Dollars (\$100.00). Quantities and service sizes shall be determined either by estimates fixed by the Director or by temporary installation of a meter. If a hydrant location requires additional City services or resources, a site-specific hydrant charge shall be determined by said Director and billed to said applicant. All charges shall be paid within fifteen (15) days of the billing date otherwise the permit and furnishing of water shall terminate and the deposit be forfeited. Upon the payment of all charges and the return, in good working condition, of any equipment

furnished by the Department, the deposit shall be returned to the applicant. All costs to the City for non-working, damaged, lost or missing equipment will be billed to the applicant. All connections to fire hydrants for water shall comply with the appropriate backflow prevention requirements of the State of Illinois Plumbing Code, City Code and City policies. .

(Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

24. **WATER FURNISHED AT WATER STATIONS.** Water may be furnished other than through a water service or fire hydrant, as provided in this Code, only at a City water station. Effective May 1, 2013, the monthly rate shall be \$5.08 per 100 cubic feet (\$0.68 per 100 gallons). Effective May 1, 2014 the monthly rate shall be \$6.60 per 100 cubic feet (\$0.88 per 100 gallons), and on May 1, 2015 the monthly rate shall be \$8.25 per 100 cubic feet (\$1.10 per 100 gallons). Charges not paid within 30 days of the billing date will result in the termination of water station use by said customer. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005)

25. **RULES AND REGULATIONS.**

A. In order to implement and administer the provisions of this Chapter and other applicable provisions of ordinance and to administer the concerned departments of the City, the City Manager is authorized and empowered to cause reasonable rules, regulations, and directives, not contrary to said provisions, to be promulgated and enforced, the same to

be filed with the city Clerk, and kept and made available for public inspection at the office of said Clerk.

B. In addition to the authority granted in paragraph A hereof, the City Manager is hereby further authorized to issue and promulgate rules and regulations which limit the amount of water which may be consumed by the various classifications of water services established herein. Such limitations may be for specific periods of time or may be indefinite in duration, may prohibit or limit certain types of water use and must be uniform as to all users within a particular water service classification. Said rules and regulations shall be filed with the City Clerk as provided in subsection A hereof.

26. **PROHIBITED ACTIONS.** In addition to the prohibitions set forth in this Chapter, the following actions shall be prohibited.

A. No person shall connect or cause the connection of a water service to the water system of the City except as provided by the City Code.

B. No person shall restore water service from the water system of the City after such service has been turned off by the Public Works Department without first obtaining written permission from the City to do so.

C. No person shall resell water furnished through a water service from the water system of the City except upon express contract in writing approved by the City Council.

D. No person other than an authorized employee of the city or an authorized permittee of the City shall open, take water from, or interfere with City fire hydrants.

E. No person shall use or consume water in violation of any duly authorized rule or regulation established pursuant to Section 26 hereof.

27. **PENALTY.**

A. Any person or firm or corporation who shall violate any provision of Section 27 above shall be guilty of a misdemeanor and shall be fined not less than Two Hundred Fifty Dollars (\$250.00) no more than One Thousand Dollars (\$1,000.00) and each day upon which a continuing violation occurs shall be viewed as a separate offense.

B. In addition to the penalties set forth in subsection (A) above, any customer, person, firm or corporation found to be in violation of any of the provisions of this Chapter, or any regulation duly established hereunder, may, by such violation, be deemed to have forfeited the privilege or right, as the case may be, of being furnished water from the water system of the City, and any and all water service of such person may be shut off or disconnected from said water system. The City may also institute any other action provided by law for the recovery of the value of any water appropriated from the City water system in violation of any provision of this Chapter. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2011-73, October 31, 2011) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

28. **SEWER USER CHARGES.** Sewer user charges of the Sanitary District of Decatur, or of the City, including stormwater utility fees, and sanitary sewer connection charges of the City are and shall be recognized and treated as other charges relating to water service along with all other such charges as provided for in this Code. (Amended, Ordinance 2014-15, April 21, 2014)

29. **TAMPERING WITH WATER INFRASTRUCTURE.** Any person who tampers, injures, alters, obstructs, prevents the action of, or breaks the seal on any City water

infrastructure components, including, but not limited to water meters and their accessories, curb stops, water mains, water valves, air release valves, hydrants, storage reservoirs, elevated tanks and treatment facilities served by the City without the permission of the City, or who, without such permission, by-passes or jumps a water infrastructure component shall be fined not less than Five Hundred Dollars (\$500.00) no more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense and each day upon which a continuing violation occurs shall be viewed as separate offense. Said conviction is grounds for the termination of water service to that meter and to any other water service carried in the name of the person, firm or corporation, so convicted. (Amended, Ordinance No. 2011-73, October 31, 2011) (Amended, Ordinance No. 2005-112, December 19, 2005)

30. **ANNUAL AUDIT.** The water fund shall be reviewed, not less often than annually, by Certified Public Accountants for the City in the annual audit report. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2001-17, March 19, 2001)

31. **REVENUES.** All revenues and moneys derived from the operation of the water system shall be deposited in the water account of the water fund. . (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2001-17, March 19, 2001)

32. **ACCOUNTS.** The City Treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the water system, and at regular annual intervals shall cause to be made and audit by an independent auditing concern of the books to show the receipts and disbursements of the water system.

In addition to the customary operating statements, the annual financial report shall also reflect the revenues and operating expenses of the water facilities. The financial information to be shown in the annual financial report shall include the following:

1. Billing data to show total number of gallons billed per fiscal year.
2. Debt service for the next succeeding fiscal year.
3. Number of users connected to the system.

(Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2001-17, March 19, 2001)

33. **ACCESS TO RECORDS.** The Director of the Illinois Environmental Protection Agency, or his authorized representative, shall have access to any books, documents, papers and records of the City which are applicable to the City's system of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the State Loan. (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2001-17, March 19, 2017)

34. **APPEALS.** The method of computation of rates and service charges established for user charges in this Chapter shall be made available to a user within ten (10) days of a written request for such. Any disagreement over the method used or in the computations thereof shall be resolved by the Finance Director within thirty (30) days after notification of a formal written appeal outlining the discrepancies. (Amended, Ordinance No. 2001-17, March 19, 2001)

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of April, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 64

WATER SERVICE

1. **DEFINITIONS.** For the purposes of this Chapter, unless context clearly indicates otherwise, the following definitions shall apply in the interpretation and enforcement of this Chapter.
 - A. Administrator: The Administrator of the U.S. Environmental Protection Agency.
 - B. Applicant: The person(s), business or corporation applying for a permit or for water service.
 - C. Charges for Utility Services (which will require changes throughout Chapter): Include charges appearing on the City Utility bill including water service fees, Sanitary District fees, sanitary sewer fees, recycling fees, storm water utility fees, and water meter damage fees, reconnection fees and other associated and related fees.
 - D. City: The City of Decatur, an Illinois Municipal Corporation
 - E. Commercial Service: All water service other than residential water service or industrial water service.
 - F. Customer: The owner(s) of the premises to which water service is provided, or the owner(s) and owner authorized occupant(s) or person(s) in possession or control of such premises jointly and severally. Whenever an occupant or person in possession or control of premises is a customer, they are presumed to be authorized by the

owner to obligate owner for the payment of the water service bill jointly and severally with such occupant or person in possession or control of premises.

G. Disconnect: To stop the supply of water to a customer.

H. Federal Act: The Federal 1996 Safe Drinking Water Acts Amendments.

I. Industrial Service: Water services to which more than one million (1,000,000) gallons or 133,680.55 cubic feet per day are furnished, averaged over the one year period immediately preceding the effective billing date.

J. Monthly: A period of twenty-eight, twenty-nine, thirty, or thirty-one days as the case may be, whether the same commences or ends on the first day of a calendar month or otherwise.

K. Owner: The person(s) having an ownership interest alone, or jointly or severally with others in premises connected to the public water system by being (1) the legal title holder or holders to the premises or dwelling units, with or without accompanying actual possession thereof; (2) the beneficial owner(s) of an Illinois Land Trust if legal title is held by such a trust; (3) the purchaser under a real estate installment sales contract; (4) any person serving as executor, administrator, trustee, or guardian of an estate if legal title is held by the estate; or (5) any person, including the agent of the legal title holder, who is authorized or entitled to control, manage or dispose of any premises.

L. Premise: The property, dwelling, dwelling unit, lot, building or a part of a building or any other parcel or tract of land to which the City provides water service. Any property, dwelling, dwelling unit, lot, building or part of a building or any other parcel or tract of land which has its own water service connection and/or water meter shall be considered a separate premise for purposes of this definition.

M. Residential Service: Water services from the water system to a single-family residence or a two-family residence.

N. State Act: The Illinois Anti-Pollution Bond Act and for making such loans as filed with the Illinois Secretary of State.

O. Utility Bill: The amounts charged by the City for the use of water, Sanitary District, sewer user fee, storm water utility, recycling, water meter damage fees, reconnection fees and other associated and related fees as set forth in the City Code.

P. Water Fund: The principal accounting designation of all revenues received in the operation of the water system.

Q. Water Service: The pipeline providing water from the water system of the City to customer premises.

R. Water Service Line: The necessary tap, pipe, stop boxes, test plugs, stop cocks, hydrants, bypasses, meters, fixtures and appurtenances between the City water main and the discharge side of the water meter. Unmetered service lines for fire protection purposes shall be considered water service lines for the entire length thereof.

S. Public Water System: The water main pipes, pumps valves, hydrants and necessary components that deliver potable water to the public. (Amended, Ordinance No. 2001-17, March 19, 2001)

4.2. **WATER FURNISHED.** Water service shall be furnished by the City only in compliance with, and subject to, the provisions of this Chapter and other applicable provisions and ordinances of the City and rules, regulations, and directives authorized thereby, and then only upon application for the same made and approved by the City ~~to the Public Works Department by the owner, or the duly authorized agent of the owner, of the~~

~~premises to be served~~, upon forms furnished by the City. (Amended, Ordinance No. 2009-39)
Amended, Ordinance No. 2005-112)

2-3. **CUSTOMER RESPONSIBILITY. OWNER RESPONSIBILITY.** The ~~customer owner of the premises to be served~~ shall be responsible for the payment of all charges for ~~water or~~ utility service thereto and said ~~customer owners, and the person or entity in possession of the premises if other than the owner, severally and jointly,~~ shall accept and abide by all of the provisions of this Code, or of other ordinances, rules, regulations, and directives of the City applicable to utility service. The owner shall also meet all applicable requirements of the State of Illinois including but not limited to those contained in the EPA Rules for Public Water Supplies (Title 35 of the Illinois Administrative Code Part 651 through 654) and the Illinois Plumbing Code (Title 77 of the Illinois Administrative Code Part 890). (Amended, Ordinance No. 2005-112, December 19, 2005)

4. **APPLICATION FOR WATER SERVICE.** Effective September 1, 2023, every customer applying for water service shall file an application on forms provided by the City Finance Department. There shall be separate application filed for each premise for which a customer desires water service. New applications shall be required for any changes in owner(s) or occupant(s) or person(s) in possession or control of such premises. Applications shall be required regardless of whether the City already provides water service to a premise and regardless of whether the customer has an application on file or is a customer for a different premise. Applications for premises that are not owner occupied shall require authorization of both the owner and occupant(s) or person(s) in possession or control of such premises. Failure to file an application and/or provide all of the information requested shall be cause for the City to deny water service and disconnect same.

5. **INELIGIBILITY.** No person shall be eligible for water service for any use whatsoever if that person, at the time of application, has any outstanding indebtedness to the City for past utility bill.

6. **DEPOSIT.**

A. Effective October 1, 2023, each application for residential water service for properties where the customer is the owner(s) and owner authorized occupant(s) or person(s) in possession or control of such premises shall be accompanied by a deposit in the amount of One Hundred Dollars (\$100.00). Failure to provide this deposit shall be cause for the City to deny water service and disconnect same.

B. Effective October 1, 2023, those customers with existing residential water service that have had a utility service disconnected two (2) or more times in a twelve (12) month period shall be required to pay a One Hundred Dollar (\$100.00) deposit to the City in addition to all past due water service bill amounts and service reconnection charge to resume water service to premises.

C. Deposits for water service shall be retained by the City to ensure payment of final water service bills only. Unpaid monthly water service bills shall be considered delinquent. While the deposit is retained by the City, the customer shall not be entitled to interest on the deposit regardless of time held by the City.

D. When water service to the customer is discontinued permanently, the deposit shall be refunded to customer without interest less any amount still due the City for the utility service bill. In the event customer is owner and occupant(s) or person(s) in possession or control of premises City will make reasonable attempts to refund any

remaining deposit to the person or entity receiving the utility bill at the last known address through the U.S. Mail Service of any portion of deposit available for refund.

E. Upon receipt of the deposits required by this Section, the customer shall be issued a receipt in the amount of the deposit received.

F. Deposits made by occupant(s) or person(s) in possession or control of such premises shall be presumed to be made by the owners and occupant or person in possession or control of such premises jointly and severally.

37. LIABILITY OF CITY. The City shall not be liable for or on account of the interruption, for any reason whatsoever, of water service to any water user or other person or entity, and the officers or employees of the City shall not be liable for or on account of the interruption, for any reason whatsoever, of water service to any such user or other person or entity, except for the intentional or will full misconduct of such officer or such employee.

Revised 02/2017

48. WATER METERS. Water furnished from the water system of the City shall be measured by meters tested and approved by the Public Works Department and furnished by the water user, which Department shall repair or replace all meters in services of one inch or smaller. Meters in services larger than one inch shall be tested, repaired or replaced in accordance with rules and regulations promulgated by the City Manager. Said rules may provide for the frequency of testing or inspection and the manner thereof; the cost or expense or charges for testing, inspection, repair or replacement and the allocation thereof, the place of such operations and the responsibility for production of meters thereat, or of testing or repair equipment at meter sites; the limitation of the makes of meters to specific manufacturers which may be placed in service; the establishment of reasonable time limits

for, and procedures to, carry out the mechanics of such testing, inspection, repair and replacement and the administration thereof. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

59. WATER SERVICE LINE. ~~A water service line shall consist of the necessary tap, pipe, stop boxes, test plugs, stop cocks, hydrants, bypasses, meters, fixtures and appurtenances between the City water main and the discharge side of the water meter.~~ Unmetered service lines for fire protection purposes shall be considered water service lines ~~for the entire length thereof.~~ The water service line shall be originally supplied by the owner of the premise property served thereby. The City shall maintain and keep in repair residential water service lines from the City main to the discharge side of the curb stop. The owner of the premise property served thereby shall maintain and keep in repair residential service lines from the discharge side of the curb stop to the intake side of the water meter, and keep in repair unmetered services lines, commercial service lines and industrial service lines from the tap at the City mains to the discharge side of the water meter, subject to the other provisions of this Chapter. If repairs to a water service line become necessary in the judgment of City Personnel, the City may cause such repairs to be made, and if the same would otherwise be the responsibility of said owner of the premise property, the cost thereof may be added to the water bill for that service. Not more than one lot or parcel of ground shall be served by each service line, except as provided elsewhere herein, and whenever a lot or parcel of ground being served by a service line is divided into separate ownership, water service after such division shall be provided by a separate service line for each of the respective parts thereof. Where two or more single-family residence buildings or two-family residence buildings

having water service of the residential classification are located on one lot or parcel of ground, a separate water service line shall be provided for each such building whether the same are owned by one person or entity or otherwise. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 90-12, January 29, 1990)

610. COMMERCIAL SERVICE LINE. Water service classified as commercial service will be supplied through a single service line to each building situated on one lot or parcel of ground or on contiguous lots or parcels of ground under single ownership and the water furnished thereto will be measured by a single meter for each service line. The owner may request in writing to the Public Works Director that more than one service line or more than one meter be utilized to furnish the water service in this section. The director shall approve or deny such requests in writing to the owner prior to service line installation. The intervening of a street, alley, or public easement or way between such lots or parcels of ground under single ownership shall be ignored in determining the contiguity thereof. In the event any part of such lot or parcel, or such contiguous lots or parcels, is separate service lines and meters. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2055-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

711. WATER METER INSTALLATION AND MAINTENANCE. All existing and newly installed water meters shall be located or relocated, at the expense of the owner of the premises served, so as, in the determination of the Public Works Director, to control the entire supply of water to the premises and in a clean, dry safe place so that the meter or meters not be subject to great temperature variance and be properly protected from freezing

and other hazards, and be easily accessible for installation, maintenance, reading, and replacement. All meters shall at the time of installation be equipped with a device, approved by said director, which will permit said meter to be read without entry into the building or other enclosure wherein the meter is located, said device being known as a communication module. After original installation, ~~said the City Department~~ shall test, inspect, repair, or replace water meters and communication modules as needed. ~~The City Said Department~~ may charge the owner of the premises served for service and/or replacement costs for water meters and accessories that are damaged due to improper protection from freezing and other hazards by said owner. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

812. ESTIMATED BILLING. If at any time a meter shall fail to accurately measure and register the amount of water passing through the same, or the meter is not read by the City due to labor shortage, equipment failure, inclement weather, or other unforeseen circumstances, the quantity of water used may be estimated as an amount equal to the amount property and correctly registered during a previous reading period determined by the City ~~Water Customer Service Office~~ to be a period of substantially similar water usage. (Amended, Ordinance No. 2005-112)

913. CLASSIFICATION OF WATER SERVICES. Water services from the water system of the City are hereby classified as residential monthly services, commercial monthly services, and industrial monthly services. ~~The term “monthly” as used in this Chapter, unless some other meaning is clearly intended from the context in which the same is used, means a~~

~~period of twenty eight, twenty nine, thirty, or thirty one days, as the case may be, whether the same commences or ends on the first day of a calendar month or otherwise.~~

~~Water services from said system to a single family residence or a two family residence are residential services. Water services to which more than one million (1,000,000) gallons or 133,680.55 cubic feet per day are furnished, averaged over the one year period immediately proceeding the effective billing date, are industrial services. Except as otherwise provided herein, all other services are commercial services. Classifications shall be assigned at the determination of the Public Works Director. If there is insufficient actual measurement of water furnished to determine the average use as aforesaid, classification pending determination based on actual use, may be made on the basis of reasonable estimate.~~ (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 200-63, July 17, 2000) (Amended, Ordinance No. 98-55, August 31, 1998) (Amended, Ordinance No. 90-35, March 19, 1990)

4014. WATER CHARGES. The water charges shall be based upon the classification of service, the meter size and the quantity of water furnished monthly as follows:

<u>METER CHARGE</u>	<u>5/1/13</u>	<u>5/1/22</u>	<u>5/1/14</u>	<u>5/1/23</u>	<u>5/1/15</u>
RESIDENTIAL SERVICE:		<u>\$4.38</u>		<u>\$4.64</u>	
<u>Meter Size</u>			<u>Monthly – Per Meter</u>		
<u>4H</u>		<u>\$2.27</u>	<u>\$2.95</u>		<u>\$3.69</u>
<u>5/8" – 3/4"</u>		<u>\$11.87</u>	<u>\$12.58</u>		
<u>1" – 1 1/4" – 1 1/2"</u>		<u>\$43.84</u>	<u>\$46.47</u>		
<u>2" – 3" – 4"</u>		<u>\$154.65</u>	<u>\$163.93</u>		
<u>6" – 7" – 8" – 10" – 12"</u>		<u>\$721.81</u>	<u>\$765.12</u>		
<u>14" – 16" – 18"</u>		<u>\$2964.56</u>	<u>\$3,142.43</u>		

QUANTITY CHARGE 5/1/13 5/1/2022 5/1/14 5/1/2023 5/1/15

RESIDENTIAL AND COMMERCIAL SERVICE:

<u>Cubic Feet Monthly</u>		<u>Charge Per 100 Cubic Feet</u>	
First	700	-\$2.81 <u>\$5.41</u>	\$3.65 <u>\$5.73</u>
Next	1,500	-\$2.55 <u>\$4.92</u>	\$3.32 <u>\$5.22</u>
Next	12,900	\$2.28 <u>\$4.39</u>	\$2.96 <u>\$4.65</u>
Next	18,300	\$1.82 <u>\$3.52</u>	\$2.37 <u>\$3.73</u>
Next	133,300	\$1.43 <u>\$2.76</u>	\$1.86 <u>\$2.93</u>
Next	833,300	\$1.35 <u>\$2.62</u>	\$1.76 <u>\$2.78</u>
Next	1,000,000	\$1.13 <u>\$2.19</u>	\$1.47 <u>\$2.32</u>
All Over	2,000,000	-\$.80 <u>\$1.53</u>	\$1.04 <u>\$1.62</u>

INDUSTRIAL SERVICE:

<u>Cubic Feet Monthly</u>		<u>Charge Per 100 Cubic Feet</u>	
First	700	\$4.31 <u>\$8.31</u>	\$5.60 <u>\$8.81</u>
Next	1,500	\$3.90 <u>\$7.53</u>	\$5.07 <u>\$7.98</u>
Next	12,900	\$3.47 <u>\$6.69</u>	\$4.51 <u>\$7.09</u>
Next	18,300	\$2.79 <u>\$5.39</u>	\$3.63 <u>\$5.71</u>
Next	133,300	\$2.21 <u>\$4.26</u>	\$2.87 <u>\$4.52</u>
Next	833,300	\$2.05 <u>\$3.97</u>	\$2.67 <u>\$4.21</u>
Next	1,000,000	\$1.73 <u>\$3.33</u>	\$2.25 <u>\$3.53</u>
All Over	2,000,000	\$1.23 <u>\$2.37</u>	\$1.60 <u>\$2.51</u>

The monthly charge shall consist of the meter charge plus the quantity charge rounded to the nearest whole one cent.

The meter charge shall accrue for each monthly period during which water service is available and has not been shut off without regard to whether water service is furnished through the same.

Effective May 1, 2016, and continuing annually on May 1 thereafter, all water meter, water quantity, fire hydrant and water station charges contained in this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding ~~May 1~~ January 1 to ~~April 30~~ December 31 time period, whichever is greater, except for the year ~~May 1, 2022~~ 2023 to ~~April 20, 2023~~ for which

the increase will be 2.5 percent. The City Council must authorize any annual increase that is 5.0 percent or higher. (Amended, Ordinance No. 2022-12, April 4, 2022) (Amended, Ordinance No. 2013-33, April 15, 2013) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 98-55, August 31, 1998) (Amended, Ordinance No. 93-28, May 17, 1993) (Amended, Ordinance No. 89-05, January 17, 1989)

~~44~~15. **NOT FOR PROFIT INSTITUTIONS.** Water service to public and semi-public entities, organizations and institutions not operated for profit including, but not limited to, religious, educational, eleemosynary, philanthropic and other similar entities or organizations with U.S. Internal Revenue Code Section 501(c)(3) recognition of exemption from federal income taxation may be, as determined by the Public Works Director, classified as residential for meter charges only in accordance with such classification. Water quantity charge classifications for not-for-profit institutions are not affected by this section. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

~~42~~16. **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 of the City.

~~43~~17. **REGULAR BILLING.** The Public Works Department, upon such schedule as shall be determined by the Director thereof, shall cause each water meter to be read regularly

each classification period applicable to each meter and shall promptly return such readings to the Department of Finance. The Department of finance shall compute the appropriate charges for water furnished in accordance with this ordinance and shall bill for the same. The water services bill shall set forth the period during which the charges shown thereon accrued, the amount of the service charge, the amount of the water-furnished charge, the amount of water furnished, the due date of payment and any other charges connected with such service including the amount and the reason for same. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

1418. SPECIAL METER READING. In the event a meter is not functioning correctly or not accessible to be read at the time usually scheduled for such reading so that the same is not read, charges may be based on an amount of water estimated to have been furnished through said meter determined in the same manner as provided in Section 812 hereof. Not more than two (2) bills based on an estimate shall be permitted in a twelve (12) month period. It shall be the duty of the customer ~~owner of the premises or the person in the possession thereof~~ to arrange with the Public Works Department for a special time at which the meter will be accessible for such purpose at the usually scheduled time for such reading for the billing period succeeding the estimated bill. A fee of ~~Thirty Five Dollars (\$35.00)~~ Fifty Dollars (\$50.00) shall be charged for each special reading requested to be made during regular departmental working hours and a fee of ~~Fifty Dollars (\$50.00)~~ One Hundred Dollars (\$100.00) for each special reading requested to be made during a time other than departmental working hours. Failure to cause the required reading to be timely made shall be a delinquency and shall result in the same penalty and admit of the same notice consequences

as late payment as elsewhere provided herein. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

~~15. — ANNUAL READING REQUIRED. Each meter in each service shall be read at least once annually by Public Works Department employees. After one bill reflecting charges based upon the reading of a meter by other than Public Works Department employees it shall be the duty of the customer wherein such meter is located to arrange for a special reading of said meter by a departmental employee for the next billing period, unless said meter will be accessible to be read by said departmental employee at the time usually scheduled for the reading thereof. The special reading fee provided elsewhere in this ordinance shall be charged. Failure to cause the required reading to be timely made shall be a delinquency and shall result in the same penalty and admit of the same notice and consequences as late payment as elsewhere provided herein. (Amended, Ordinance No. 2017-08, February 6, 2017) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)~~

~~16~~19. **ACTIVATION OF SERVICE.** The Public Works Department shall initially activate a new service or restore service upon customer request during usual business hours, at no cost to the customer for the initial service call. Each additional service call made by the City after the initial call will be charged to the customer as ~~Thirty Five Dollars (\$35.00)~~ Fifty Dollars (\$50.00) fee. If the customer request is for a time other than the usual business hours of the Department, a fee of ~~Fifty Dollars (\$50.00)~~ One Hundred Dollars (\$100.00) shall be charged for each service call, which said fee may be waived under circumstance(s) which in

the opinion of the Public Works Director of ~~said Department~~ constitute an emergency.
(Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20,
April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended,
Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

~~1720.~~ **PAYMENT FOR CHARGES.** Charges for water furnished from the City water system and other charges relating to water service shall be payable at the office of the City Treasurer and shall not be considered paid until payment is actually received in said office. The failure to receive a bill for charges for any particular period or periods shall not affect liability to pay such charges when due or excuse the accrual of penalty for delinquent payment or non-payment.

~~1821.~~ **DELINQUENT PAYMENTS.** Water service bills including cCharges for water furnished and other charges relating to such services, for all routes at least partially comprised of residential customers, shall be due and payable on or before the 21st day following the day on which the same are billed. Water service bills including cCharges for water furnished and other charges relating to such services, for all other routes, shall be due and payable on or before the 14th day following the day on which the same are billed. Water service bills charges paid after the applicable due date shall have added thereto a late payment charge of Five Percent (5%) of said charges. On the next business day after the due date aforesaid, the Finance Department shall cause a delinquency notice to be sent or given the person or entity named upon any past due bill. Such delinquent notice shall set out that water service which is the subject of such delinquency shall be shut off after the 14th day. Delinquent charges for furnishing water, and delinquent other charges relating to any water service or the water service bill, shall be a lien upon the premises served. (Amended,

Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005)

~~1922~~. **SERVICE SHUT OFF.** Unless all charges for water furnished and any other charges relating to a water service or the water service bill are paid on or before 14 days after the date of a delinquency notice relating thereto, the Public Works Department shall cause such service to be shut off and water shall not be furnished through such service until such time as any and all such charges and penalties are fully paid. In addition to such charges, a fee for restoring the furnishing of water in such service shall be paid in advance which said fee shall be ~~Thirty Five Dollars (\$35.00)~~ Fifty Dollars (\$50.00) if restoration of service is requested to be made during the usual business hours of the Public Works Department or ~~Fifty Dollars (\$50.00)~~ One Hundred Dollars (\$100.00) if such restoration of service is requested to be made at hours other than usual departmental business hours. If the customer requires more than one service call for the services stated in this section, the customer will be charged on their next bill for each separate service call made by the City. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

~~2023~~. **WATER FROM HYDRANT.** After issuance of a permit, water may be furnished through a City fire hydrant in circumstances wherein, in the opinion of the Director of Public Works Department, such furnishing by other means is not practicable. Application for such permit shall be upon forms furnished by said Department which shall show the name of the applicant; the location of the hydrant to be used; the circumstances requiring such permit; the purpose for, and the location at, which the water is to be used; the estimated amount of water

to be furnished; the estimated duration of hydrant use; and such other pertinent information as said Director may deem appropriate. Such application shall be accompanied with a deposit of cash, bank draft or certified check in the amount of One Hundred Dollars (\$100.00). Quantities and service sizes shall be determined either by estimates fixed by the Director or by temporary installation of a meter. ~~Effective May 1, 2013, the monthly rate shall be \$5.08 per 100 cubic feet (\$0.68 per 100 gallons). Effective May 1, 2014 the monthly rate shall be \$6.60 per 100 cubic feet (\$0.88 per 100 gallons), and on May 1, 2015 the monthly rate shall be \$8.25 per 100 cubic feet (\$1.10 per 100 gallons).~~ If a hydrant location requires additional City services or resources, a site-specific hydrant charge shall be determined by said Director and billed to said applicant ~~customer~~. All charges shall be paid within fifteen (15) days of the billing date otherwise the permit and furnishing of water shall terminate and the deposit be forfeited. Upon the payment of all charges and the return, in good working condition, of any equipment furnished by the Department, the deposit shall be returned to the applicant ~~depositor~~. All costs to the City for non-working, damaged, lost or missing equipment will be billed to the applicant. All connections to fire hydrants for water shall comply with the appropriate backflow prevention requirements of the State of Illinois Plumbing Code, City Code and City policies. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

2424. WATER FURNISHED AT WATER STATIONS. Water may be furnished other than through a water service or fire hydrant, as provided in this Code, only at a City water station. Effective May 1, 2013 the monthly rate shall be \$5.08 per 100 cubic feet (\$0.68 per

100 gallons). Effective May 1, 2014 the monthly rate shall be \$6.60 per 100 cubic feet (\$0.88 per 100 gallons), and on May 1, 2015 the monthly rate shall be \$8.25 per 100 cubic feet (\$1.10 per 100 gallons). Charges not paid within 30 days of the billing date will result in the termination of water station use by said customer. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2008-42, June 16, 2008) (Amended, Ordinance No. 2005-112, December 19, 2005)

2225. RULES AND REGULATIONS.

A. In order to implement and administer the provisions of this Chapter and other applicable provisions of ordinance and to administer the concerned departments of the City, the City Manager is authorized and empowered to cause reasonable rules, regulations, and directives, not contrary to said provisions, to be promulgated and enforced, the same to be filed with the city Clerk, and kept and made available for public inspection at the office of said Clerk.

B. In addition to the authority granted in paragraph A hereof, the City Manager is hereby further authorized to issue and promulgate rules and regulations which limit the amount of water which may be consumed by the various classifications of water services established herein. Such limitations may be for specific periods of time or may be indefinite in duration, may prohibit or limit certain types of water use and must be uniform as to all users within a particular water service classification. Said rules and regulations shall be filed with the City Clerk as provided in subsection A hereof.

26. PROHIBITED ACTIONS. In addition to the prohibitions set forth in this Chapter, the following actions shall be prohibited.

C. No person shall connect or cause the connection of a water service to the water system of the City except as provided by the City Code.

D. No person shall restore water service from the water system of the City after such service has been turned off by the Public Works Department without first obtaining written permission from the City to do so.

E. No person shall resell water furnished through a water service from the water system of the City except upon express contract in writing approved by the City Council.

F. No person other than an authorized employee of the city or an authorized permittee of the City shall open, take water from, or interfere with City fire hydrants.

G. No person shall use or consume water in violation of any duly authorized rule or regulation established pursuant to Section 26 hereof.

~~2327. PENALTY. No person shall connect or cause the connection of a water service to the water system of the City except as provided by the City Code. No person shall restore water service from the water system of the City after such service has been turned off by the Public Works Department without first obtaining written permission from the City to do so. No person shall resell water furnished through a water service from the water system of the City except upon express contract in writing approved by the City Council. No person other than an authorized employee of the City or an authorized permittee of the City shall open, take water from, or interfere with City fire hydrants. No person shall use or consume water in violation of any duly authorized rule or regulation established pursuant to Section 22 hereof.~~

A. Any person or firm or corporation who shall violate any provision of Section 27 ~~this section~~ shall be guilty of a misdemeanor and shall be fined not less than Two Hundred Fifty Dollars (\$250.00) no more than One Thousand Dollars (\$1,000.00) and each day upon which a continuing violation occurs shall be viewed as a separate offense.

B. In addition to the penalties set forth in subsection (A) above, ~~thereto~~ any customer, person, firm or corporation who ~~shall violate this section, or~~ found to be in violation of any of the ~~other~~ provisions of this Chapter, or any regulation duly established hereunder, may, by such violation, be deemed to have forfeited the privilege or right, as the case may be, of being furnished water from the water system of the City, and any and all water service of such person may be shut off or disconnected from said water system. The City may also institute any other action provided by law for the recovery of the value of any water appropriated from the City water system in violation of any provision of this Chapter. (Amended, Ordinance 2017-08, February 16, 2017) (Amended, Ordinance No. 2011-73, October 31, 2011) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2000-63, July 17, 2000) (Amended, Ordinance No. 90-35, March 19, 1990)

2428. SEWER USER CHARGES. Sewer user charges of the Sanitary District of Decatur, or of the City, including stormwater utility fees, and sanitary sewer connection charges of the City are and shall be recognized and treated as other charges relating to water service along with all other such charges as provided for in this Code. (Amended, Ordinance 2014-15, April 21, 2014)

2529. TAMPERING WITH WATER INFRASTRUCTURE. Any person who tampers, injures, alters, obstructs, prevents the action of, or breaks the seal on any City water infrastructure components, including, but not limited to water meters and their accessories,

curb stops, water mains, water valves, air release valves, hydrants, storage reservoirs, elevated tanks and treatment facilities served by the City without the permission of the City, or who, without such permission, by-passes or jumps a water infrastructure component shall be fined not less than Five Hundred Dollars (\$500.00) no more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense and each day upon which a continuing violation occurs shall be viewed as separate offense. Said conviction is grounds for the termination of water service to that meter and to any other water service carried in the name of the person, firm or corporation, so convicted. (Amended, Ordinance No. 2011-73, October 31, 2011) (Amended, Ordinance No. 2005-112, December 19, 2005)

~~2630~~. **ANNUAL AUDIT.** The water fund shall be reviewed, not less often than annually, by Certified Public Accountants for the City in the annual audit report. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2001-17, March 19, 2001)

~~2731~~. **REVENUES.** All revenues and moneys derived from the operation of the water system shall be deposited in the water account of the water fund. (Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2001-17, March 19, 2001)

~~2832~~. **ACCOUNTS.** The City Treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the water system, and at regular annual intervals shall cause to be made and audit by an independent auditing concern of the books to show the receipts and disbursements of the water system.

In addition to the customary operating statements, the annual financial report shall also reflect the revenues and operating expenses of the water facilities, ~~including replacement costs.~~ The financial information to be shown in the annual financial report shall include the following:

1. Billing data to show total number of gallons billed per fiscal year.
2. Debt service for the next succeeding fiscal year.
3. Number of users connected to the system.

(Amended, Ordinance No. 2013-20, April 1, 2013) (Amended, Ordinance No. 2001-17, March 19, 2001)

2933. ACCESS TO RECORDS. The Director of the Illinois Environmental Protection Agency, or his authorized representative, shall have access to any books, documents, papers and records of the City which are applicable to the City's system of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the State Loan. (Amended, Ordinance No. 2005-112, December 19, 2005) (Amended, Ordinance No. 2001-17, March 19, 2017)

3034. APPEALS. The method of computation of rates and service charges established for user charges in this Chapter shall be made available to a user within ten (10) days of a written request for such. Any disagreement over the method used or in the computations thereof shall be resolved by the Finance Director within thirty (30) days after notification of a formal written appeal outlining the discrepancies. (Amended, Ordinance No. 2001-17, March 19, 2001)

31. — **DEFINITIONS.** Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

“Federal Act” means the Federal 1996 Safe Drinking Water Acts Amendments.

“Administrator” means the Administrator of the U.S. Environmental Protection Agency.

“State Act” means the Illinois Anti-Pollution Bond Act of 1970.

“Director” Means the Director of the Illinois Environmental Protection Agency.

“State Loan” shall mean the State of Illinois participation in the financing of the construction of water works as provided for by the Illinois Anti-Pollution Bond Act and for making such loans as filed with the Secretary of State of the state of Illinois.

“City” means the City of Decatur, Illinois

“Water Fund” is the principal accounting designation of all revenues received in the operation of the water system. (Amended, Ordinance No. 2001-17, March 19, 2001)

City Clerk

DATE: 3/13/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Matt Newell, Public Works Director

SUBJECT: Resolution Authorizing an Agreement with Architectural Expressions, LLP, For
Municipal Services Center Improvements City Project 2023-07

ATTACHMENTS:

Description	Type
Memo-AEX	Cover Memo
Resolution MSC Improvements	Resolution Letter
AEX-MSC Agreement	Backup Material

**Public Works Memorandum
NO. 2022-22**

DATE: April 3, 2023

TO: Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing an Agreement with Architectural Expressions, LLP, for Municipal Services Center Projects
City Project 2023-07

SUMMARY RECOMMENDATION:

It is recommended that Council adopt the attached resolutions authorizing the following:

1. An Agreement with Architectural Expressions (AEX) to design and perform construction oversight of an addition to the Municipal Services Center and improvements to the roof, City Project 2023-07, for a fee not to exceed \$100,000.00
2. An Agreement with Architectural Expressions to design and oversee construction of improvements to the Decatur Public Library, for a fee not to exceed \$120,000.00
3. An Agreement with Architectural Expressions to design safety improvements and perform space needs analysis at the Decatur Civic Center, for a fee not to exceed \$55,000.00

PRIOR COUNCIL ACTION:

There have been no prior Council actions on these projects, other than study session discussions.

BACKGROUND:

Municipal Services Center Addition and Roof Improvements – The MSC was constructed in 1987. A facility study was completed by AEX in 2017. Two of the major items addressed in the study were the condition of the roof and better internal employee circulation. In 2022, staff analyzed its long-term facility needs and determined that they can use the existing MSC site for another 36 plus years if comparatively minor upgrades are made. This is also made possible by some Public Works use of newly required buildings on the transit campus. Accordingly, the City Council authorized MSC improvements in the 2023 budget.

The MSC roof is original to the structure and was coated with a water proofing material in 2002. The roof is now in need of major improvements which could entail a new coating or full replacement. As part of these professional services, AEX will recommend and design a roof improvement. In the future (not part of this project), it is recommended that solar panels be added, and other roofing improvements be made to better protect city vehicles and equipment.

The MSC has two main entryways, one for the Municipal Services Division and the other for the Water Services Division. Staff members must go through the men's and women's restrooms to move between the main office areas. The 2017 AEX facility study recommended that this internal circulation be improved. The proposed professional services include design of an addition to the front of the building to create a more direct access between the two major office areas.

Decatur Public Library Improvements – The City needs to upgrade the Library Buildings HVAC system, recoat the roof, and make other site upgrades. The City Council authorized these improvements in the 2023 budget. As part of this work, it is proposed that AEX perform the following services:

- Provide design services to re-roof the building.
- Provide design services to repair the masonry planter walls around the perimeter of the building.
- Provide contracting assistance to replace or upgrade the building's main chiller.

Decatur Civic Center Improvements within City utilized space – As discussed in previous meetings, the City would like to upgrade security screening at the City offices in the Civic Center, while simultaneously anticipating facility improvements recommended by the H&LA "highest and best uses" report for the Civic Center. The City Council allocated \$200,000 in the 2023 budget for Civic Center facilities planning and security enhancements. Staff recommends that the first phase of this project consist of designing spaces for additional meeting rooms and other recommendations from the H&LA report; "hardening" existing entrances, tightening procedures for access points and meeting venues, and mitigating security other vulnerabilities. To move offices around, we need to conduct a comprehensive space analysis of all City of Decatur uses of the Civic Center. It is proposed that AEX perform the following services to get the city started on these phase one tasks:

- Provide space analysis of the building.
- Provide a security assessment and recommendation to reduce our vulnerabilities.
- Oversee the access "hardening" upgrades coming from the security assessment.

Other than security improvements, no remodeling is anticipated in 2023 (this would be phase two work)

POTENTIAL OBJECTION: None foreseen. Staff will coordinate with library and Civic Center leadership.

STAFF REFERENCE: Jon Kindseth, Deputy City Manager, Matt Newell, Public Works Director, 217-424-2747. Jon and Matt will be in attendance at the City Council meeting to answer any questions of the Council on these items.

BUDGET/TIME IMPLICATIONS: These project expenditures were included in the City Council adopted 2023 budget. Staff time is allocated to manage the agreement.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ARCHITECTURAL
EXPRESSIONS, LLP, FOR MUNICIPAL SERVICES CENTER IMPROVEMENTS
CITY PROJECT 2023-07**

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

Section 1. That the Agreement for Municipal Services Center Improvements, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Architectural Expressions, LLP, 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 Architectural Expressions, LLP, for a fee not to exceed \$100,000.00

PRESENTED and ADOPTED this 3rd day of April 2023.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk



AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of March in the year Two Thousand Twenty-Three

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Telephone Number: (217) 424-2700

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Architectural Expressions, LLP, Limited Liability Partnership
113 Illini Drive
Forsyth, IL 62535
Telephone Number: (217) 877-4620
Fax Number: (217) 877-4625

for the following Project:
(Name, location and detailed description)

Municipal Services Center - 2023 Projects
2600 N Jasper St.
Decatur, IL 62526

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The city proposes to add a new corridor to the Municipal Service Center (MSC) and replace the roof. This project will consist of the following design services:

- Provide design services for a Corridor Addition on the west side of the facility as recommended in the Facilities Integration Study completed in 2017.
- Provide design services for reroofing the office and maintenance building as recommended in the Facilities Integration Study completed in 2017.

These services will be provided under a full-service agreement that will include the development of construction documents, bidding assistance, construction administration, and project closeout services.

Following is a detailed list of professional services that are to be provide under this agreement:

- Design Services, including:
 - Building Code Analysis
 - Architectural Design (and associated interiors)
 - Mechanical Design
 - Illinois Energy Compliance (COMCheck)
- Construction Documents, including Specifications
- Bidding Assistance
- Local Agency Review and Permitting Assistance
- Construction phase services, including:
 - Progress meetings / site visits
 - Contractor payment app review
 - Shop drawing review/supplemental documentation

Init.

- Contractor inquiries/requests for information (RFIs)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Exhibit C - Certificate of Insurance for coverage limits.

.2 Automobile Liability

See Exhibit C - Certificate of Insurance for coverage limits.

.3 Workers' Compensation

See Exhibit C - Certificate of Insurance for coverage limits.

.4 Professional Liability

See Exhibit C - Certificate of Insurance for coverage limits.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written

notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Services under Article 4 shall be provided under the same terms as Basic Services.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

~~**§ 4.2.2** The Architect has included in Basic Services () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

~~§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.~~

~~§ 4.2.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 ~~COPYRIGHTS AND LICENSES~~

~~§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~

~~§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the

place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

No termination fee is required.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

No license fee is required.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Not applicable.

.2 Percentage Basis
(Insert percentage value)

Not applicable.

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Compensation shall be by time & material based on the hourly billing rates provided in Exhibit B, not-to-exceed \$100,000.00

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be by time & material based on the hourly billing rates provided in Exhibit B

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be by time & material based on the hourly billing rates provided in Exhibit B

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

The Architect does not intend to utilize outside consultants on this project. If it is later determined that a consultant is needed, the Architect will obtain offers for the client's approval and compensation shall be by time & material based on the consultant's hourly rates.

~~**§11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

Design Phase	percent (	%)
Construction Documents Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

~~**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

The hourly billing rates are attached as Exhibit B

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.00 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

0.00 %

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

See Exhibit A for other terms and conditions that modify this agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A - Other Terms and Conditions
Exhibit B - Hourly Billing Rates
Exhibit C - Certificates of Insurance

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Scot Wrighton, City Manager
(Printed name and title)

ARCHITECT (Signature)

Lawrence R. Livergood, FAIA
(Printed name, title, and license number, if required)

EXHIBIT A

OTHER TERMS AND CONDITIONS

Delete Article 7 and replace with the following paragraphs:

ARTICLE 7 COPYRIGHTS AND LICENSES

7.1 The Architect and its consultant's Instruments of Service, including drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not. The Architect shall have no liability for changes made to the drawings, specifications, and other documents by others subsequent to the completion of the contract. City shall require that any such change be sealed, dated, and signed by the architect or engineer making that change and shall be appropriately marked to reflect what was changed or modified.

7.2 The Owner recognizes that the Architect's Instruments of Service contain information created by the Architect and its consultants prior to development of documents specific to this agreement and that the City's ownership of these documents shall not prevent the Architect and its consultants from continued use of this information to develop documents for other clients and projects.

12.1 EQUAL EMPLOYMENT OPPORTUNITY.

Add the following paragraph to Article 12.1:

12.1.1 The Architect agrees to abide by and comply with the City's Equal Employment Opportunity Clause, effective February 9, 1981.

12.2 LATE PAYMENT

12.2.1 The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City.

12.3 INDEMNIFICATION.

12.3.1 Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, the Architect's only obligation with regard to indemnification shall be to indemnify, but not defend, the Client, its officers, directors, employees and agents from and against damages arising out of third-party claims that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error or omission of the Architect or anyone for whom the Architect is legally responsible, subject to the limitations of liability contained in 12.4.

12.4 LIMITATION OF LIABILITY

12.4.1 The Owner agrees to limit the liability of the Architect and its consultants for all claims so that the total aggregate liability shall not exceed the limits of the insurance coverage requirements in paragraph 2.2.

EXHIBIT B

HOURLY BILLING RATES

JANUARY 1, 2023

STAFF POSITION	HOURLY RATE
ARCHITECTURAL	
Principal (Architect)	\$175
Architect III	\$165
Architect II	\$145
Architect I	\$115
Architectural Designer III	\$105
Architectural Designer II	\$95
Architectural Designer I	\$85
Architectural Technician III	\$85
Architectural Technician II	\$75
Architectural Technician I	\$65
Interior Designer III	\$115
Interior Designer II	\$100
Interior Designer I	\$85
Project Assistant	\$75
ENGINEERING	
Principal (Engineer)	\$175
Electrical Engineer III	\$170
Electrical Engineer II	\$145
Electrical Engineer I	\$115
Mechanical Engineer III	\$165
Mechanical Engineer II	\$145
Mechanical Engineer I	\$105
Engineering Technician III	\$90
Engineering Technician II	\$85
Engineering Technician I	\$80



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - IL 6035 N. Knoxville Suite 103A Peoria, IL 61614		1-800-527-9049	CONTACT NAME: Jake Winkler PHONE (A/C. No. Ext): 800-527-9049 E-MAIL ADDRESS: jwinkler@holmesmurphy.com	FAX (A/C. No.):
INSURED Architectural Expressions, LLP 113 Illini Drive Forsyth, IL 62535		INSURER(S) AFFORDING COVERAGE		
		INSURER A: CHARTER OAK FIRE INS CO		NAIC # 25615
		INSURER B: TRAVELERS IND CO OF AMER		25666
		INSURER C: TRAVELERS PROP CAS CO OF AMER		25674
		INSURER D: XL SPECIALTY INS CO		37885
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 67247849

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			6806H05148A	01/01/23	01/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA3R149898	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP6G78935A	01/01/23	01/01/24	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Professional Liability Claims Made			DPR 9995315	06/28/22	06/28/23	Each Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Matt Newell 1 Gary K Anderson Plaza Decatur, IL 62523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula A. Dixon</i>
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Page 80 of 127



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Sabrana Merriman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: smerriman@firstmid.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Accident Fund Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Architectural Expressions, LLP 113 Illini Drive Forsyth, IL 62535	NAIC # 10166

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		WCP100081089	1/1/2023	1/1/2024	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCLUDED OFFICERS UNDER WORKERS COMPENSATION: Jim Fouse, Lawrence Livergood, Brian Kesler, J Ryan Anderson and Patrick Corrigan

RE: All Work

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Matt Newell 1 Gary K Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

City Clerk

DATE: 3/13/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing an Agreement with Architectural Expressions, LLP, for
Decatur Public Library Improvements

ATTACHMENTS:

Description	Type
Resolution-Library	Resolution Letter
AEX-DPL Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ARCHITECTURAL
EXPRESSIONS, LLP, FOR DECATUR PUBLIC LIBRARY IMPROVEMENTS**

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

Section 1. That the Agreement for Decatur Public Library Improvements, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Architectural Expressions, LLP, 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 Architectural Expressions, LLP, for a fee not to exceed \$120,000.00

PRESENTED and ADOPTED this 3rd day of April 2023.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk



AIA[®] Document B104[®] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of March in the year Two Thousand Twenty-Three

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Telephone Number: (217) 424-2700

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Architectural Expressions, LLP, Limited Liability Partnership
113 Illini Drive
Forsyth, IL 62535
Telephone Number: (217) 877-4620
Fax Number: (217) 877-4625

for the following Project:
(Name, location and detailed description)

Decatur Public Library - 2023 Projects
130 N. Franklin St.
Decatur, IL 62523

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The city proposes to make major HVAC upgrades, install a new roof surface in a manner that will accommodate the later installation of solar panels, and other library site improvements. Specific project elements include:

- Provide design services for re-roofing the library building.
- Provide design services for repairing the masonry planter walls around the perimeter of the building.
- Provide contracting assistance in replacing or upgrading the building's main chiller.
- Services shall include the development of construction documents, bidding assistance, construction administration, and project closeout services.

Following is a more detailed list of professional services that are included under this agreement:

- Design Services, including:
 - Architectural Design
 - Mechanical Design
- Construction Documents, including Specifications
- Bidding Assistance
- Permitting Assistance
- Construction phase services, including:
 - Progress meetings / site visits
 - Contractor payment app review
 - Shop drawing review/supplemental documentation

Contractor inquiries/requests for information (RFIs)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for

the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Exhibit C - Certificate of Insurance for coverage limits.

.2 Automobile Liability

See Exhibit C - Certificate of Insurance for coverage limits.

.3 Workers' Compensation

See Exhibit C - Certificate of Insurance for coverage limits.

.4 Professional Liability

See Exhibit C - Certificate of Insurance for coverage limits.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by

the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not

have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Services under Article 4 shall be provided under the same terms as Basic Services.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 ~~The Architect has included in Basic Services () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

~~§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.~~

~~§ 4.2.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 – COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the

place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

No termination fee is required.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

No license fee is required.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Not applicable.

.2 Percentage Basis
(Insert percentage value)

Not applicable.

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Compensation shall be by time & material based on the hourly billing rates provided in Exhibit B, not-to-exceed \$120,000.00

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be by time & material based on the hourly billing rates provided in Exhibit B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be by time & material based on the hourly billing rates provided in Exhibit B

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

The Architect does not intend to utilize outside consultants on this project. If it is later determined that a consultant is needed, the Architect will obtain offers for the client's approval and compensation shall be by time & material based on the consultant's hourly billing rates.

~~**§11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

Design Phase	percent (	%)
Construction Documents Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

~~**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

The hourly billing rates are attached as Exhibit B

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.00 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

0.00 %

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

See Exhibit A for other terms and conditions that modify this agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A - Other Terms and Conditions

Exhibit B - Hourly Billing Rates

Exhibit C - Certificates of Insurance

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Scot Wrighton, City Manager

(Printed name and title)

ARCHITECT (Signature)

Lawrence R. Livergood, FAIA

(Printed name, title, and license number, if required)

EXHIBIT A

OTHER TERMS AND CONDITIONS

Delete Article 7 and replace with the following paragraphs:

ARTICLE 7 COPYRIGHTS AND LICENSES

7.1 The Architect and its consultant's Instruments of Service, including drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not. The Architect shall have no liability for changes made to the drawings, specifications, and other documents by others subsequent to the completion of the contract. City shall require that any such change be sealed, dated, and signed by the architect or engineer making that change and shall be appropriately marked to reflect what was changed or modified.

7.2 The Owner recognizes that the Architect's Instruments of Service contain information created by the Architect and its consultants prior to development of documents specific to this agreement and that the City's ownership of these documents shall not prevent the Architect and its consultants from continued use of this information to develop documents for other clients and projects.

12.1 EQUAL EMPLOYMENT OPPORTUNITY.

Add the following paragraph to Article 12.1:

12.1.1 The Architect agrees to abide by and comply with the City's Equal Employment Opportunity Clause, effective February 9, 1981.

12.2 LATE PAYMENT

12.2.1 The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City.

12.3 INDEMNIFICATION.

12.3.1 Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, the Architect's only obligation with regard to indemnification shall be to indemnify, but not defend, the Client, its officers, directors, employees and agents from and against damages arising out of third-party claims that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error or omission of the Architect or anyone for whom the Architect is legally responsible, subject to the limitations of liability contained in 12.4.

12.4 LIMITATION OF LIABILITY

12.4.1 The Owner agrees to limit the liability of the Architect and its consultants for all claims so that the total aggregate liability shall not exceed the limits of the insurance coverage requirements in paragraph 2.2.

EXHIBIT B

HOURLY BILLING RATES

JANUARY 1, 2023

STAFF POSITION	HOURLY RATE
ARCHITECTURAL	
Principal (Architect)	\$175
Architect III	\$165
Architect II	\$145
Architect I	\$115
Architectural Designer III	\$105
Architectural Designer II	\$95
Architectural Designer I	\$85
Architectural Technician III	\$85
Architectural Technician II	\$75
Architectural Technician I	\$65
Interior Designer III	\$115
Interior Designer II	\$100
Interior Designer I	\$85
Project Assistant	\$75
ENGINEERING	
Principal (Engineer)	\$175
Electrical Engineer III	\$170
Electrical Engineer II	\$145
Electrical Engineer I	\$115
Mechanical Engineer III	\$165
Mechanical Engineer II	\$145
Mechanical Engineer I	\$105
Engineering Technician III	\$90
Engineering Technician II	\$85
Engineering Technician I	\$80



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - IL 6035 N. Knoxville Suite 103A Peoria, IL 61614		1-800-527-9049	CONTACT NAME: Jake Winkler PHONE (A/C. No. Ext): 800-527-9049 E-MAIL ADDRESS: jwinkler@holmesmurphy.com	FAX (A/C. No.):
INSURED Architectural Expressions, LLP 113 Illini Drive Forsyth, IL 62535		INSURER(S) AFFORDING COVERAGE		
		INSURER A: CHARTER OAK FIRE INS CO		NAIC # 25615
		INSURER B: TRAVELERS IND CO OF AMER		25666
		INSURER C: TRAVELERS PROP CAS CO OF AMER		25674
		INSURER D: XL SPECIALTY INS CO		37885
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 67247849

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☒ LOC OTHER:			6806H05148A	01/01/23	01/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA3R149898	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP6G78935A	01/01/23	01/01/24	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Professional Liability Claims Made			DPR 9995315	06/28/22	06/28/23	Each Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Matt Newell 1 Gary K Anderson Plaza Decatur, IL 62523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Page 10 of 101527



EXHIBIT C

ARCHEXP-01

MERSA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Sabrana Merriman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: smerriman@firstmid.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Accident Fund Insurance Co.
	NAIC # 10166
INSURED Architectural Expressions, LLP 113 Illini Drive Forsyth, IL 62535	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		WCP100081089	1/1/2023	1/1/2024	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCLUDED OFFICERS UNDER WORKERS COMPENSATION: Jim Fouse, Lawrence Livergood, Brian Kesler, J Ryan Anderson and Patrick Corrigan

RE: All Work

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Matt Newell 1 Gary K Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City Clerk

DATE: 3/29/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

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

SUBJECT: Resolution Authorizing an Agreement with Architectural Expressions, LLP, for
Decatur Civic Center Improvements

ATTACHMENTS:

Description	Type
Resolution Decatur Civic Center	Resolution Letter
AEX-Decatur Civic Center	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ARCHITECTURAL
EXPRESSIONS, LLP, FOR DECATUR CIVIC CENTER IMPROVEMENTS**

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

Section 1. That the Agreement for Decatur Civic Center Improvements, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Architectural Expressions, LLP, 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 Architectural Expressions, LLP, for a fee not to exceed \$55,000.

PRESENTED and ADOPTED this 3rd day of April 2023.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk



AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of March in the year Two Thousand Twenty-Three

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Telephone Number: (217) 424-2700

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Architectural Expressions, LLP, Limited Liability Partnership
113 Illini Drive
Forsyth, IL 62535
Telephone Number: (217) 877-4620
Fax Number: (217) 877-4625

for the following Project:
(Name, location and detailed description)

Decatur Civic Center - 2023 Projects
1 Gary K. Anderson Plaza
Decatur, IL 62523

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The city proposes that the consultant develop detailed plans and specifications for future building remodeling intended to relocate most direct-facing customer service operations to the first floor, install security barriers, doors, and other safety enhancements, and provide larger and modern meeting room spaces on the second floor.

- The consultant will conduct a space analysis to determine where and how certain city offices can be moved or relocated to make better and more efficient use of the city's office space at the Civic Center.
- The consultant will develop construction-ready plans and specifications, based on meetings with the city and the Civic Center Authority, to make recommendations for a) better space utilization, b) security enhancements to increase employee safety, and c) a multi-year plan for improving security and increasing public utilization of the Civic Center.
- The consultant is to provide, or recommend to the city, a building security assessment.

These services will be provided under a full-service agreement that will include the development of construction documents, bidding assistance, construction administration, and project closeout services.

Following is a detailed list of professional services that are being included under this proposal:

- Design Services, including:
 - Building Code Analysis
 - Architectural Design (and associated interiors)
 - Mechanical Design
 - Illinois Energy Compliance (COMCheck)
- Construction Documents, including Specifications
- Bidding Assistance
- Local Agency Review and Permitting Assistance
- Construction phase services, including:
 - Progress meetings / site visits

- Contractor payment app review
- Shop drawing review/supplemental documentation
- Contractor inquiries/requests for information (RFIs)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Exhibit C - Certificate of Insurance for coverage limits.

.2 Automobile Liability

See Exhibit C - Certificate of Insurance for coverage limits.

.3 Workers' Compensation

See Exhibit C - Certificate of Insurance for coverage limits.

.4 Professional Liability

See Exhibit C - Certificate of Insurance for coverage limits.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance

with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Services under Article 4 shall be provided under the same terms as Basic Services.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

~~§4.2.2 The Architect has included in Basic Services (—) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

~~§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.~~

~~§4.2.4 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment,

donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 — COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute ~~resolution~~ resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

No termination fee is required.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

No license fee is required.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

Not applicable.

.2 Percentage Basis

(Insert percentage value)

Not applicable.

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

(Describe the method of compensation)

Compensation shall be by time & material based on the hourly billing rates provided in Exhibit B, not-to-exceed \$55,000.00

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be by time & material based on the hourly billing rates provided in Exhibit B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be by time & material based on the hourly billing rates provided in Exhibit B

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

The Architect may utilize outside consultants on this project. If it is later determined that a consultant is needed, the Architect will obtain offers for the client's approval and compensation shall be by time & material based on the consultant's hourly billing rates.

~~**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

Design Phase	percent (	%)
Construction Documents Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

~~**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

The hourly billing rates are attached as Exhibit B

Employee or Category

Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0.00 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

0.00 %

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

See Exhibit A for other terms and conditions that modify this agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)
Exhibit A - Other Terms and Conditions
Exhibit B - Hourly Billing Rates
Exhibit C - Certificates of Insurance
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Scot Wrighton, City Manager
(Printed name and title)

ARCHITECT (Signature)

Lawrence R. Livergood, FAIA
(Printed name, title, and license number, if required)

EXHIBIT A

OTHER TERMS AND CONDITIONS

Delete Article 7 and replace with the following paragraphs:

ARTICLE 7 COPYRIGHTS AND LICENSES

7.1 The Architect and its consultant's Instruments of Service, including drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not. The Architect shall have no liability for changes made to the drawings, specifications, and other documents by others subsequent to the completion of the contract. City shall require that any such change be sealed, dated, and signed by the architect or engineer making that change and shall be appropriately marked to reflect what was changed or modified.

7.2 The Owner recognizes that the Architect's Instruments of Service contain information created by the Architect and its consultants prior to development of documents specific to this agreement and that the City's ownership of these documents shall not prevent the Architect and its consultants from continued use of this information to develop documents for other clients and projects.

12.1 EQUAL EMPLOYMENT OPPORTUNITY.

Add the following paragraph to Article 12.1:

12.1.1 The Architect agrees to abide by and comply with the City's Equal Employment Opportunity Clause, effective February 9, 1981.

12.2 LATE PAYMENT

12.2.1 The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City.

12.3 INDEMNIFICATION.

12.3.1 Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, the Architect's only obligation with regard to indemnification shall be to indemnify, but not defend, the Client, its officers, directors, employees and agents from and against damages arising out of third-party claims that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error or omission of the Architect or anyone for whom the Architect is legally responsible, subject to the limitations of liability contained in 12.4.

12.4 LIMITATION OF LIABILITY

12.4.1 The Owner agrees to limit the liability of the Architect and its consultants for all claims so that the total aggregate liability shall not exceed the limits of the insurance coverage requirements in paragraph 2.2.

EXHIBIT B

HOURLY BILLING RATES

JANUARY 1, 2023

STAFF POSITION	HOURLY RATE
ARCHITECTURAL	
Principal (Architect)	\$175
Architect III	\$165
Architect II	\$145
Architect I	\$115
Architectural Designer III	\$105
Architectural Designer II	\$95
Architectural Designer I	\$85
Architectural Technician III	\$85
Architectural Technician II	\$75
Architectural Technician I	\$65
Interior Designer III	\$115
Interior Designer II	\$100
Interior Designer I	\$85
Project Assistant	\$75
ENGINEERING	
Principal (Engineer)	\$175
Electrical Engineer III	\$170
Electrical Engineer II	\$145
Electrical Engineer I	\$115
Mechanical Engineer III	\$165
Mechanical Engineer II	\$145
Mechanical Engineer I	\$105
Engineering Technician III	\$90
Engineering Technician II	\$85
Engineering Technician I	\$80



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - IL 6035 N. Knoxville Suite 103A Peoria, IL 61614	1-800-527-9049	CONTACT NAME: Jake Winkler PHONE (A/C. No. Ext): 800-527-9049 E-MAIL ADDRESS: jwinkler@holmesmurphy.com	FAX (A/C. No.):
INSURED Architectural Expressions, LLP 113 Illini Drive Forsyth, IL 62535		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: CHARTER OAK FIRE INS CO	25615
		INSURER B: TRAVELERS IND CO OF AMER	25666
		INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER D: XL SPECIALTY INS CO	37885
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 67247849

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO- JECT ☒ LOC OTHER:			6806H05148A	01/01/23	01/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA3R149898	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP6G78935A	01/01/23	01/01/24	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Professional Liability Claims Made			DPR 9995315	06/28/22	06/28/23	Each Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Matt Newell 1 Gary K Anderson Plaza Decatur, IL 62523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula A. Dixon</i>
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Page 122 of 127



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Sabrana Merriman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: smerriman@firstmid.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Accident Fund Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Architectural Expressions, LLP 113 Illini Drive Forsyth, IL 62535	NAIC # 10166

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		WCP100081089	1/1/2023	1/1/2024	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCLUDED OFFICERS UNDER WORKERS COMPENSATION: Jim Fouse, Lawrence Livergood, Brian Kesler, J Ryan Anderson and Patrick Corrigan

RE: All Work

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Matt Newell 1 Gary K Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City Clerk

DATE: 3/13/2023

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur, Illinois and Richland Community College Regarding Student Use and Transit Fares

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Richland Community College Agreement	Resolution Letter
	Backup Material

OFFICE OF THE CITY MANAGER

DATE: April 6, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing an Intergovernmental Agreement Between Richland Community College Regarding Student Use and Transit Fares

RECOMMENDATION: The attached Resolution allows for the City of Decatur to execute an Intergovernmental Agreement with RCC for a quarterly reimbursement for RCC student fares.

BACKGROUND: The Transportation Services Department proposes an intergovernmental agreement with Richland Community College that would allow all RCC students to travel anytime, on City of Decatur buses, with no restrictions, as long as they have a valid RCC school ID. In return, Richland Community College will reimburse the City on a quarterly basis for actual RCC student ridership counts.

This Agreement will simplify how Richland Students ride transit. Since students will no longer pay the fares, they may be encouraged to ride the bus for more than just trips to school. RCC passengers will be able to use City transportation for access to employment, appointments, entertainment, etc. The proposed change is projected to increase ridership and have no noticeable effect on transit revenues since RCC will continue to pay for their students to ride.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes the IGA between City of Decatur and Richland Community College.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND RICHLAND COMMUNITY
COLLEGE REGARDING STUDENT USE AND TRANSIT FARES**

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

SECTION 1. That the Intergovernmental Agreement presented herewith to the City Council, between the City of Decatur and Richland Community College, 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 sign, seal, and attest Intergovernmental Agreement on behalf of the City.

PRESENTED AND ADOPTED this 3rd day of April 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR,
ILLINOIS AND RICHLAND COMMUNITY COLLEGE REGARDING
STUDENT USE AND TRANSIT FARES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”), entered into between the Board of Trustees of Richland Community College (hereinafter “RCC”), and the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter “City”);

WHEREAS, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter “transit system”) operating in the City; and,

WHEREAS, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

WHEREAS, RCC is a community college providing educational opportunities for students in the City; and,

WHEREAS, RCC students are responsible for their transportation to the RCC campus including utilization of public transit operated by the City; and

WHEREAS, the cost of public transit transportation is often a challenge and barrier for RCC students in need of that mode of transportation through the transit system for attendance at RCC and at times other than for school attendance and for purposes other than school attendance; and,

WHEREAS, the parties have agreed upon mutually agreeable terms and conditions relating to the use of the transit system by RCC’s students and the parties wish to reflect their agreement in writing;

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

3. **City Obligations.**

A. The City shall permit RCC's current enrolled students with a current valid RCC ID to use the transit system at all times the transit system is in operation without payment by the individual RCC student so long as the current valid RCC ID is presented while using the transit system.

B. City will track and record the number of RCC students presenting a current valid RCC ID for the term of this Agreement and invoice RCC on a quarterly basis for those students.

4. **Rate.** City shall bill RCC for each RCC student utilizing the City's transit system at the adult rate in effect at the time of use by the student.

5. **RCC Obligations.** Upon receipt of an invoice from the City RCC agrees to pay to the City the amount invoiced within thirty (30) days of date of invoice.

6. **Term.** This Agreement shall initially be for the period beginning May1, 2023 and terminating June 30, 2023 and shall thereafter automatically renew for successive annual terms of July 1 to June 30 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.

7. **Severability.** If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

9. **Amendment.** This Agreement may only be amended by a written instrument signed by each party hereto.

10. **Notice.** Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

City of Decatur
Attn: City Clerk
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Richland Community College
Attn: President
1 College Park
Decatur, IL 62521

11. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

12. **Termination.** This Agreement may be terminated by either party if the non-terminating party is in default of the terms of this Agreement or for the convenience of either party by giving the non-terminating party notice to the other no later than March 1 of the year prior to the expiration of the annual term.

DATED at Decatur, Illinois, this _____ day of _____, 2023.

CITY OF DECATUR, ILLINOIS

MAYOR

CITY CLERK

RICHLAND COMMUNITY COLLEGE

PRESIDENT

Fire Department

DATE: 3/29/2023

MEMO: 2023-04

TO: Honorable Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT:
Ordinance Amending City Code Chapter 53 – Ambulance Service

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached revision of City Code Chapter 53 Ambulance Service.

BACKGROUND:

The ordinance was last updated in 2018 by the City Council, and the ordinance needs to be updated.

PRIOR COUNCIL ACTION: August 20, 2018

STAFF REFERENCE: Scot Wrighton, City Manager and Jeff Abbott, Fire Chief

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 53 - Ambulance Service	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

**-CHAPTER 53-
-AMBULANCE SERVICE-**

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

Section 1. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amended Section 3, so that Section 3 as so modified and amended, shall provide as follows:

3. AMBULANCE SERVICE DEFINED. "Ambulance service within the City" means the transportation by medical transport vehicle from a place within the City to some other place of persons who are sick, injured, wounded or otherwise incapacitated or helpless whether in emergency or otherwise in vehicles based within the City. Ambulance means any publicly or privately owned vehicle that is specifically designed, constructed, or modified and equipped, and is intended to be used for, and maintained and operated for the emergency transportation of persons who are sick, injured, wounded or otherwise incapacitated or helpless (Emergency Medical Services (EMS) Systems Act, 210 ILCS 50). It does not include transportation of such persons from outside the City to hospitals or other places within the City by ambulance services based outside the City, or the transportation of such persons from hospitals or other places within the City to places in locales where such ambulance services are based outside the City, nor does it include transportation of handicapped persons under programs operated by or on behalf of the City.

Section 2. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amended Section 5, so that Section 5 as so modified and amended, shall provide as follows:

5. LICENSE FEE. All applications for licenses or renewal thereof shall be accompanied by an application fee of One Thousand Dollars (\$1000) for the license year which shall commence on October 1 and end the following September 30.

Section 3. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amended Section 9, so that Section 9 as so modified and amended, shall provide as follows:

9. LICENSED VEHICLES. At all times when an ambulance is in use in the City as an ambulance, the same shall:

(a) Be currently licensed by the Division of Highway Safety and EMS of the Illinois Department of Public Health and be equipped and staffed as provided by the Act and the rules and regulations promulgated thereunder.

(b) Be equipped with a mobile data computer (MDC) and an automatic vehicle locator (AVL) that is interoperable with the Decatur Fire Department's CAD system. The MDC, and AVL, shall be working at all times the ambulance is in-service.

(c) Be adequately insured with liability insurance in the amounts listed below, to sufficiently protect the public and naming the City of Decatur as an additional insured.

	Each Occurrence	Aggregate
General liability (including bodily injury and property damage)	\$1,000,000	\$3,000,000
Automobile liability	\$1,000,000	\$1,000,000
Worker's compensation		
Each occurrence	\$1,000,000	
Disease – policy limit	\$1,000,000	
Disease – each employee	\$1,000,000	

Section 4. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amended Sections 11-13, so that Sections 11-3 as so modified and amended, shall provide as follows:

11. EMERGENCY MEDICAL TECHNICIANS. Each licensed ambulance service operating within the City of Decatur shall provide a minimum of four Illinois licensed Emergency Medical Technicians (EMT) on duty at all times with an additional two such Illinois licensed Emergency Medical Technicians on immediate reserve. The Illinois licensed Emergency Medical Technicians who are functioning at any EMT level with the ambulance service must be affiliated with the local or other EMS Resource Hospital and be approved to function within the EMS System which serves the City and be approved to function under the supervision of the EMS Resource Hospital's EMS Project Medical Director. The total number of EMTs operating will be determined by the number of ambulances required to operate in the City as determined by the City Manager.

12. EMERGENCY MEDICAL TECHNICIAN'S REQUIREMENTS. Each Illinois licensed Emergency Medical Technician who is functioning at any EMT level with the ambulance must:

(a) Be affiliated with the local or other EMS Resource Hospital and be approved to function within the EMS System which serves the City and be approved to function under the supervision of the EMS Resource Hospital's EMS Project Medical Director. (Amended, Ordinance No. 98-06, February 16, 1998).

(b) Be trained annually on the Decatur Fire Department's Incident Command System with proof of such initial training provided to the Decatur Fire Chief by August 7, 2019, and annually thereafter.

(c) Be trained in Hazardous Material Awareness by August 7, 2019.

(d) Be trained in Technical Rescue Awareness by August 7, 2019.

(e) Be trained to the National Incident Management System (NIMS) 100 and 700 level within 90 days of their date of hire.

(f) Be trained and certified under the NIMS compliant with or equivalent to NIMS 100, 200, 300, 400, 700, and 800 if acting in a management or supervisory role as defined in NIMS laws, rules and regulations.

(g) Be trained in International Trauma Life Support.

(h) Proof of the completed training as required will be sent to the Decatur Fire Chief for each EMT covered herein.

13. CONTINUOUS OPERATION. Each licensed ambulance service shall be operated continuously at all hours of every day and shall be so constituted as to provide on continuous duty two Mobile Intensive Care Units equipped and staffed so as to be capable of performing Advanced Life Support. The City Manager will determine the total number of ambulances required to operate in the city of Decatur.

Section 5. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amended Section 16, so that Section 16 as so modified and amended, shall provide as follows:

16. RESPONSE TIME PERFORMANCE. Each ambulance service licensed to operate within the City of Decatur shall meet specific response criteria. Response times shall be calculated from the hour, minute, and second the call is given by the dispatching agency to the ambulance service, to the hour, minute, and second the ambulance service's ALS transport unit arrives on scene. Each incident will be counted as a single response regardless of the number of units that respond.

(a) The ALS ambulance must arrive at the scene of all calls categorized as class B, C, D, or E as defined by the emergency medical dispatch system within eight (8) minutes of the time the call was received by the ambulance service from the dispatch agency, no less than ninety (90) percent of the time for all calls received during the calendar month.

(b) All non-code responses to calls categorized as class A or O as defined by the emergency medical dispatch system shall arrive on scene within twelve (12) minutes of the time the call was received by the ambulance service from the dispatching agency, no less than ninety (90) percent of the time all calls received during each calendar month.

(c) Any ambulance service licensed to operate within the City of Decatur shall provide to the Decatur Fire Chief or designee, a written quarterly report of response time performance.

(d) At the reasonable request of the Fire Chief, an audit of response times provided by an ambulance service may be conducted. The cost of the audit will be charged to the ambulance service.

Section 6. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amended Section 19, so that Section 19 as so modified and amended, shall provide as follows:

19. MANNER OF DISPATCH AND CALLS FOR SERVICE. In the event there is more than one licensed ambulance service in the City of Decatur, the City's Fire Department shall determine the manner of dispatch utilizing a method to dispatch the closest ambulance to the call for service location. No ambulance service licensed by the City, or the personnel thereof, shall respond to a call for service directed to another such ambulance service unless requested so

to do by the ambulance service originally called. Calls for service requiring an ambulance in the city of Decatur shall receive responses from companies with a license issued by the city as provided herein, unless the City fire department or licensed ambulance provider requests outside assistance.

(a) Each licensed ambulance service shall comply with all emergency dispatch procedures established by the City's Fire Department and any dispatching agency assisting the Fire Department.

(b) If for any reason a licensed ambulance service is not able to comply with the operational requirements set forth in this article it shall immediately report that status to the Fire Department in accordance with the Decatur Fire Chief's emergency dispatch procedures.

(c) An ambulance service shall not respond to any requests for emergency assistance unless it is in compliance with the operational requirements set forth in this article and it's specifically authorized to respond by the Decatur Fire Chief or the designee as provided for in the Decatur Fire Chief's emergency dispatch procedures.

(d) Personnel affiliated with a licensed ambulance service or hospital who wish to respond to an emergency scene in an emergency vehicle other than an ambulance must:

(1) Identify their response to the Central Illinois Regional Dispatch Center;

(2) Be in compliance with all City, State, or Federal laws and regulations in regard to emergency response;

(3) Be in compliance with the current Emergency Medical Dispatch System; and shall not respond to Alpha, Bravo, or Omega calls with the use of lights and sirens;

(4) Have insurance naming the City as an additional insured.

(e) An ambulance service licensed to operate within the Decatur City limits shall have in place and utilize the current system used for Emergency Medical Dispatch (EMD).

Section 7. That the City Clerk be, and is hereby authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this ____ day of April 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 53

AMBULANCE SERVICE

3. **AMBULANCE SERVICE DEFINED.** "Ambulance service within the City" means the transportation by medical transport vehicle from a place within the City to some other place of persons who are sick, injured, wounded or otherwise incapacitated or helpless whether in emergency or otherwise in vehicles based within the City. Ambulance means any publicly or privately owned vehicle that is specifically designed, constructed or modified and equipped, and is intended to be used for, and maintained and operated for the emergency transportation of persons who are sick, injured, wounded or otherwise incapacitated or helpless (Emergency Medical Services (EMS) Systems Act, 210 ILCS 50). It does not include transportation of such persons from outside the City to hospitals or other places within the City by ambulance services based outside the City, nor the transportation of such persons from hospitals or other places within the City to places in locales where such ambulance services are based outside the City, nor does it include transportation of handicapped persons under programs operated by or on behalf of the City.

5. **LICENSE FEE.** All applications for licenses or renewal thereof shall be accompanied by an application fee of One Thousand Dollars ~~Four Hundred Dollars (\$400.00-\$1000)~~ for the license year which shall commence on October 1 and end the following September 30.

9. **LICENSED VEHICLES.** At all times when an ambulance is in use in the City as an ambulance, the same shall:

(a) Be currently licensed by the Division of Highway Safety and EMS of the Illinois Department of Public Health and be equipped and staffed as provided by the Act and the rules and regulations promulgated thereunder.

(b) Be equipped with a mobile data computer (MDC) and an automatic vehicle locator (AVL) that is interoperable with the Decatur Fire Department's CAD system. The MDC, and AVL, shall be working at all times the ambulance is in-service.

(c) Be adequately insured with liability insurance in the amounts listed below, to sufficiently protect the public and naming the City of Decatur as an additional insured.

	Each Occurrence	Aggregate
General liability (including bodily injury and property damage)	\$1,000,000	\$3,000,000
Automobile liability	\$1,000,000	\$1,000,000
Worker's compensation		
Each occurrence	\$1,000,000	
Disease – policy limit	\$1,000,000	
Disease – each employee	\$1,000,000	

11. EMERGENCY MEDICAL TECHNICIANS. Each licensed ambulance service operating within the City of Decatur shall provide a minimum of four Illinois licensed Emergency Medical Technicians (EMT) on duty at all times with an additional two such Illinois licensed Emergency Medical Technicians on immediate reserve. The Illinois licensed Emergency Medical Technicians who are functioning at any EMT level with the ambulance service must be affiliated with the local or other EMS Resource Hospital and be approved to function within the EMS System which serves the City and be approved to function under the supervision of the EMS Resource Hospital's EMS Project Medical Director. The total number of EMTs operating will be determined by the number of ambulances required to operate in the City as determined by the City Manager.

12. EMERGENCY MEDICAL TECHNICIAN'S REQUIREMENTS. Each Illinois licensed Emergency Medical Technician who is functioning at any EMT level with the ambulance must:

(a) Be affiliated with the local or other EMS Resource Hospital and be approved to function within the EMS System which serves the City and be approved to function under the supervision of the EMS Resource Hospital's EMS Project Medical Director. (Amended, Ordinance No. 98-06, February 16, 1998).

(b) Be trained annually on the Decatur Fire Department's Incident Command System with proof of such initial training provided to the Decatur Fire Chief by August 7, 2019 and annually thereafter.

(c) Be trained in Hazardous Material Awareness by August 7, 2019.

(d) Be trained in Technical Rescue Awareness by August 7, 2019.

(e) Be trained to the National Incident Management System (NIMS) 100 and 700 level within 90 days of their date of hire.

(f) Be trained and certified under the NIMS compliant with or equivalent to NIMS 100, 200, 300, 400, 700, and 800 if acting in a management or supervisory role as defined in NIMS laws, rules and regulations.

(g) Be trained in International Trauma Life Support.

(h) Proof of the completed training as required will be sent to the Decatur Fire Chief for each EMT covered herein.

13. CONTINUOUS OPERATION. Each licensed ambulance service shall be operated continuously at all hours of every day and shall be so constituted as to provide on continuous duty two Mobile Intensive Care Units equipped and staffed so as to be capable of performing Advanced

Life Support. The City Manager will determine the total number of ambulances required to operate in the city of Decatur.

16. RESPONSE TIME PERFORMANCE. Each ambulance service licensed to operate within the City of Decatur shall meet specific response criteria. Response times shall be calculated from the hour, minute, and second the call is given by the dispatching agency to the ambulance service, to the hour, minute, and second the ambulance service's ALS transport unit arrives on scene. Each incident will be counted as a single response regardless of the number of units that respond.

(a) The ALS ambulance must arrive at the scene of all calls categorized as class B, C, D, or E as defined by the emergency medical dispatch system within eight (8) minutes of the time the call was received by the ambulance service from the dispatch agency, no less than ninety (90) percent of the time for all calls received during the calendar month.

(b) All non-code responses to calls categorized as class A or O as defined by the emergency medical dispatch system shall arrive on scene within twelve (12) minutes of the time the call was received by the ambulance service from the dispatching agency, no less than ninety (90) percent of the time all calls received during each calendar month.

(c) Any ambulance service licensed to operate within the City of Decatur shall provide to the Decatur Fire Chief or designee, a written ~~monthly~~ quarterly report of response time performance.

(d) At the reasonable request of the Fire Chief, an audit of response times provided by an ambulance service may be conducted. The cost of the audit will be charged to the ambulance service.

19. **MANNER OF DISPATCH AND CALLS FOR SERVICE.** In the event there is more than one licensed ambulance service in the City of Decatur, the City's Fire Department shall determine the manner of dispatch utilizing a method to dispatch the closest ambulance to the call for service location. No ambulance service licensed by the City, or the personnel thereof, shall respond to a call for service directed to another such ambulance service unless requested so to do by the ambulance service originally called. Calls for service requiring an ambulance in the city of Decatur shall receive responses from companies with a license issued by the city as provided herein, unless the City fire department or licensed ambulance provider requests outside assistance.

(a) Each licensed ambulance service shall comply with all emergency dispatch procedures established by the City's Fire Department and any dispatching agency assisting the Fire Department.

(b) If for any reason a licensed ambulance service is not able to comply with the operational requirements set forth in this article it shall immediately report that status to the Fire Department in accordance with the Decatur Fire Chief's emergency dispatch procedures.

(c) An ambulance service shall not respond to any requests for emergency assistance unless it is in compliance with the operational requirements set forth in this article and it's specifically authorized to respond by the Decatur Fire Chief or the designee as provided for in the Decatur Fire Chief's emergency dispatch procedures.

(d) Personnel affiliated with a licensed ambulance service or hospital who wish to respond to an emergency scene in an emergency vehicle other than an ambulance must:

- (1) Identify their response to the Central Illinois Regional Dispatch Center;
- (2) Be in compliance with all City, State, or Federal laws and regulations in regard to emergency response;

(3) Be in compliance with the current Emergency Medical Dispatch System; and shall not respond to Alpha, Bravo, or Omega calls with the use of lights and sirens;

(4) Have insurance naming the City as an additional insured.

(e) An ambulance service licensed to operate within the Decatur City limits shall have in place and utilize the current system used for Emergency Medical Dispatch (EMD).

Police Department

DATE: 3/17/2023

MEMO: 23-05

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT:

The purpose of this memorandum is to request the City of Decatur enter into an amended agreement with the Public Safety Training Foundation for the use of the VirTra training simulator and grain safety building.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the amended agreement with the Public Safety Training Foundation for use of the VirTra V-300 Training System and Grain Safety Building.

BACKGROUND:

The VirTra V-300 System is a state of art training simulator which puts officers in real life training scenarios. The Officers are forced to use their judgement, experiences, and training to make split second decisions in a training environment. The City of Decatur Police Department continues to recognize the need for current and real- life training.

The amended agreement would allow the Decatur Police Department to continue to have access to the VirTra System housed in the Grain Safety Building to use for training as needed but would eliminate the department's responsibility to wholly use and maintain the system. The ownership and maintenance of the system would transfer to the Public Safety Training Foundation and would also allow the MCLETC use of the system for academy training to help facilitate the increased training demands and requirements associated with the police reform bill and the increased academy length.

PRIOR COUNCIL ACTION: The City Council approved the first agreement for the use of the VirTra system and Grain Safety Building on May 3, 2021, under resolution R2021-80.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Scot Wrighton, City Manager and Shane G. Brandel, Chief of Police

BUDGET/TIME IMPLICATIONS: There are no costs associated with this request. The agreement would take effect immediately upon execution.

COPY: N/A

ATTACHMENTS:

Description	Type
Briefing Memo	Cover Memo
VirTra Resolution	Resolution Letter
Agreement	Backup Material

Date: March 17, 2023

To: Mayor Julie Moore Wolfe
Decatur City Council Members

From: City Manager Scot Wrighton
Chief Shane G. Brandel

Subject: Amended agreement between the City of Decatur and the Public Safety Training Foundation for the use of the VirTra V-300 Training System and the Grain Safety Building

BRIEFING MEMO

RECOMMENDED ACTION:

It is recommended that the City Council approve the amended agreement with the Public Safety Training Foundation for use of the VirTra V-300 Training System and the Grain Safety Building.

BACKGROUND:

The VirTra V-300 System is a state of art training simulator which puts officers in real life training scenarios. The Officers are forced to use their judgement, experiences, and training to make split second decisions in a training environment. The City of Decatur Police Department continues to recognize the need for current and real- life training.

The amended agreement would allow the Decatur Police Department to continue to have access to the VirTra System housed in the Grain Safety Building to use for training as needed but would eliminate the department's responsibility to wholly use and maintain the system. The ownership and maintenance of the system would transfer to the Public Safety Training Foundation and would also allow the MCLETC use of the system for academy training to help facilitate the increased training demands and requirements associated with the police reform bill and the increased academy length.

RESOLUTION NO. R2023-_____

**RESOLUTION APPROVING AN AMENDED AGREEMENT BETWEEN THE CITY OF
DECATUR AND THE PUBLIC SAFETY TRAINING FOUNDATION FOR THE USE OF
THE VIRTRA V-300 TRAINING SIMULATOR AND GRAIN SAFETY FACILITY**

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

Section 1. That the agreement presented to the City Council herewith between the City of Decatur and the Public Safety Training Foundation be adopted, 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 agreement on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED and RECORDED this 3rd day of April 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**AGREEMENT BETWEEN THE PUBLIC SAFETY TRAINING FOUNDATION
AND THE CITY OF DECATUR, ILLINOIS,
FOR USE OF THE
VIRTRA V-300 LE TRAINING SIMULATOR AND GRAIN SAFETY FACILITY**

This Agreement (“**Agreement**”) is made by THE PUBLIC SAFETY TRAINING FOUNDATION, a not-for-profit corporation (the “**PSTF**”), and THE CITY OF DECATUR, ILLINOIS, a body politic and corporate under the laws of the State of Illinois, (the “**City**”), with reference to the following facts, and subject to the following terms and conditions:

RECITALS

- A. The PSTF owns the VirTra V-300 LE Training Simulator (the “**System**”) within the Grain Safety and Rescue Building located at 920 W. Grove Road Decatur, IL (the “**Facility**”).
- B. The PSTF now desires to allow the Police Department of the City (“**DPD**”) to use the System and Facility, subject at all times to the terms and conditions of this Agreement.

ARTICLE ONE – GENERAL TERMS

- A. In consideration for the City’s covenants hereinafter expressed and made, the PSTF grants to the DPD non-exclusive access to and use of the System, on days determined and agreed to by the PSTF or Richland Community College (RCC). If a conflict arises it will be deferred to the PSTF for resolution. PSTF’s use will take precedence over any other agency or organization.
- B. The City agrees that the PSTF shall maintain control of the System and Facility and further agrees to abide by the PSTF’s operational rules for the System and Facility, which rules and subsequent amendments shall be provided by the Chief Operating Officer of the PSTF to the DPD personnel in charge of oversight of the System.

ARTICLE TWO – PARTICULAR TERMS AND CONDITIONS

- A. The System and Facility is available to the City only for training of law enforcement officers employed by the DPD.
- B. The DPD acknowledges that other parties may use other areas of the Facility from time to time for a variety of training and DPD’s use of the System cannot interfere with the other training at the Facility.
- C. DPD personnel shall use personal safety equipment, to include but not limited to, hearing and eye protection and relevant body gear, at all times when training.
- D. NO LIVE AMMUNITION WILL BE PERMITTED IN THE BUILDING.**
- E. For all uses of the VirTra equipment, no more than 15 individuals may be in attendance at any one time.

ARTICLE THREE – LIMITATIONS

The nature of this grant is a license. This Agreement is not assignable or otherwise transferable. As part of the consideration of the PSTF entering into this Agreement, the City agrees that the Decatur City Council shall first pass a resolution whereby the City approves the terms of this Agreement and fully indemnifies the PSTF, as more fully set forth below, which obligations shall survive the termination or expiration of this Agreement.

ARTICLE FOUR – LIABILITY

The City agrees to assume liability for any loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property arising from the acts or omissions of any DPD personnel related to the City's use of the System and Facility, including tortious acts or omissions resulting in injury to or death of persons, including the officers, agents and employees of either party herein.

Notwithstanding the indemnity obligations contained herein or assumed by this Agreement, the City has no liability, and shall not be responsible to indemnify any party, for any demand, claim, suit or judgment arising out of the acts or omissions of the PSTF or their respective employees, agents, and contractors.

ARTICLE FIVE – TERMINATION

This initial Agreement is effective upon the last to occur of the City passing its approving resolutions and shall end on the last day of the twelfth full calendar month falling after such commencement. This Agreement shall automatically be renewed thereafter for successive twelve-month periods, provided that this Agreement may be terminated by either party hereto at any time, for any reason, by giving ten (10) days prior written notice to the other party at the address shown on the signature page.

ARTICLE SIX – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the PSTF and the City as to the System and Facility and the matters set forth herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PSTF:

PUBLIC SAFETY TRAINING
FOUNDATION

By: _____
Name: _____
Title: _____
Date: _____

Public Safety Training Foundation
1087 W. Rotary Way
Decatur, Illinois 62521

CITY:

THE CITY OF DECATUR

By: _____
Name: _____
Title: _____
Date: _____

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

Police Department

DATE: 3/17/2023

MEMO: 23-06

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to Central Square for annual software maintenance fees.

SUMMARY RECOMMENDATION:

It is recommended that the annual Central Square invoice for software maintenance fees, at a total cost of \$111,650.30 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$108,256.13 from Decatur Police Department line item and \$3,394.17 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$17,462.11 and from the Village of Mt. Zion in the amount of \$2,489.80, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$19,951.91.

BACKGROUND:

The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. SunGard Public Sector Inc. was acquired by, and is currently operated by, Central Square. The agreement is renewed annually. The last renewal period was approved on April 4, 2022, for the commencement date of June 1, 2022 and expiring on May 31, 2023. The contract now needs renewed for the period covering June 1, 2023, through May 31, 2024.

PRIOR COUNCIL ACTION:

Prior Council action has approved similar requests for prior years. Renewal in 2022 was approved under Council Resolution R2022-64.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Shane Brandel, Chief of Police and Brad Allen, Deputy Chief of Police

BUDGET/TIME IMPLICATIONS:

The costs for this renewal have been budgeted in the 2023 fiscal year.

COPY: N/A

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Invoice	Backup Material
User Fees	Backup Material
Intergovernmental Agreement	Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING PAYMENT TO CENTRAL SQUARE FOR ANNUAL
SOFTWARE MAINTENANCE FEES**

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

Section 1. That the invoice presented to the City Council herewith with Central Square for software annual maintenance fees be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Central Square, in an amount not to exceed \$111,650.30 for the period of June 1, 2023, and expiring May 31, 2024.

PRESENTED, PASSED, APPROVED, AND RECORDED this 3rd day of April 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Renewal Order #: Q-125327
Start Date: June 1, 2023
End Date: May 31, 2024
Billing Frequency: Yearly
Subsidiary: Superior, LLC**Renewal Order prepared for:**
Jon Thomas, Director CIRDC
Decatur Police Department
707 South Side Drive
Decatur, IL 62521-4021
(217) 519-3974

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ONESolution Accident Annual Maintenance Fee	1	615.39 USD
2.	ONESolution Accident Wizard Annual Maintenance Fee	1	2,215.38 USD
3.	ONESolution Accident Wizard Base Server License Annual Maintenance Fee	1	1,230.77 USD
4.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	5	1,962.99 USD
5.	ONESolution Barcoding Server License Annual Maintenance Fee	1	615.39 USD
6.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	2	830.78 USD
7.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	1,523.06 USD
8.	ONESolution Calls For Service Annual Maintenance Fee	1	187.44 USD
9.	ONESolution Crime Analysis Annual Maintenance Fee	1	3,076.92 USD
10.	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	1,222.17 USD
11.	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	1,126.32 USD
12.	ONESolution Gang Annual Maintenance Fee	1	0.00 USD
13.	ONESolution Link Analysis Annual Maintenance Fee	1	1,222.17 USD
14.	ONESolution MCT Client AVL License Annual Maintenance Fee	60	2,215.70 USD
15.	ONESolution MCT Client AVL License Annual Maintenance	1	9,692.28 USD

Fee			
16.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	65	15,920.48 USD
17.	ONESolution MCT Client-MAPS Annual Maintenance Fee	65	3,200.96 USD
18.	ONESolution MCT to ACS FIREHOUSE Interface Annual Maintenance Fee	1	2,076.92 USD
19.	ONESolution MFR Client Annual Maintenance Fee	55	13,471.17 USD
20.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	55	6,769.33 USD
21.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	25	3,076.97 USD
22.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	5,538.44 USD
23.	ONESolution Mobile Server Software Annual Maintenance Fee	1	7,615.35 USD
24.	ONESolution Notification Annual Maintenance Fee	60	4,675.88 USD
25.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	6,153.80 USD
26.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	6,153.80 USD
27.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	3,076.92 USD
28.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
29.	ONESolution Property & Evidence Annual Maintenance Fee	1	1,353.86 USD
30.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	3,692.28 USD
31.	ONESolution RMS-Laserfiche Integration Annual Maintenance Fee	1	1,137.38 USD
Renewal Order Total:			111,650.30 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

CENTRAL SQUARE ANNUAL MAINTENANCE AGREEMENT FEES – 2023

The total invoice for 2023 is \$111,650.30

INVOICE LIABILITIES

Decatur Police pays 79.09% which is \$88,304.22

Decatur Fire pays 3.04% which is \$3,394.17

Mt. Zion PD pays 2.23% which is \$2,489.80

MSO pays 15.64% which is \$17,462.11

AGREEMENT

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

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

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

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

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

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

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

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

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

SECTION 1: EQUIPMENT

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

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

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

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

SECTION 2: PURCHASE

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

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

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

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

SECTION 3: MAINTENANCE

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

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

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

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

SECTION 4: TERM OF AGREEMENT

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

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

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

SECTION 5: ASSIGNMENT

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

SECTION 6: MISCELLANEOUS PROVISIONS

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

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

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

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

SECTION 7: NOTICES

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

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

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

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

CITY OF DECATUR, ILLINOIS, a
municipal corporation.

By

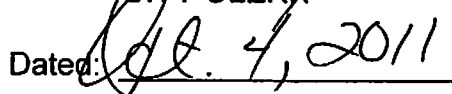
Mayor

ATTEST:



CITY CLERK

Dated:

 4, 2011

MACON COUNTY, ILLINOIS,

By Jay A. Dunn
Its _____

ATTEST:

[Signature]
Its Sharon B. Clark

Dated: 10-13-11

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

By [Signature]
Its Mayor

ATTEST:

[Signature]
Its Janet A. Hense
Village Clerk

Dated: 10/18/11

Public Works

DATE: 3/17/2023

MEMO: 2023-29

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Jessica Coleman, Chief Procurement Officer

SUBJECT:

Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of (10) Ford F250 Trucks and (2) Ford F150 Trucks.

SUMMARY RECOMMENDATION:

Staff recommends awarding a contract in the amount of \$734,592 to Morrow Brothers Ford, Inc. for ten (10) 2023 Ford F250 4x4's, two (2) 2023 Ford F150 4x4's. This also includes the upfitting of (2) Utility Beds, (7) Lift Gates, (5) Snowplow's, and other accessories such as warning lights, non-slip running boards, etc.

BACKGROUND:

The Municipal Services Division and Water Services Division have requested Twelve (12) new vehicles to replace (12) existing Vehicles due to age, condition and mileage. All of the replacements were included in the Equipment Purchase Plan provided to the City Council as part of the Fiscal Year 2023 budget.

The vehicles being replaced are:

No.	Vehicle	Mileage	Replacement Vehicle	Cost	Division
#109	2006 Ford F250	124,400	2023 Ford F250 4x4 w/8'bed & lift gate	\$56,767	Water Services
#118	2008 Ford F150	133,790	2023 Ford F150 4x4 w/8' bed	\$40,075	Water Services
#147	2014 Ford F250	169,255	2023 Ford F250 4x4 ext.cab 8' bed w/ lift gate	\$62,985	Water Services
#285	2017 Ford F250	107,353	2023 Ford F250 4x4 ext.cab 8' bed w/lift gate	\$62,985	Streets and Sewers

#413	2008 Chevy Uplander	105,312	2023 Ford F150 4x4	\$40,315	Fleet
#445	2006 Ford F250	175,598	2023 Ford F250 4x4 w/8' bed w/snowplow	\$64,020	Land & Building
#446	2006 Ford F250	93,962	2023 Ford F250 4x4 w/8' bed w/snowplow	\$64,020	Land & Building
#447	2006 Ford F250	137,611	2023 Ford F250 4x4 w/8' bed w/snowplow	\$64,020	Land & Building
#507	2009 Ford F250	98,167	2023 Ford F250 4x4 w/8' bed, liftgate & snowplow	\$66,225	Traffic
#514	2009 Ford F250	119,424	2023 Ford F250 4x4 w/8' bed, liftgate & snowplow	\$66,225	Traffic
#517	2006 Ford F250	75,750	2023 Ford F250 4x4 ext.cab w/ utility bed & lift gate	\$83,970	Traffic
#519	2006 Ford F250	85,774	2023 Ford F250 4x4 ext.cab w/ 8' bed & lift gate	\$62,985	Traffic
			Total	\$734,592	

The replacement vehicles are estimated to be delivered within 90-180 days.

DISPOSAL OF REPLACED UNITS: The above vehicles are being replaced due to mileage and condition and will be sold/auctioned.

LEGAL REVIEW: There are no contracts for Legal to review.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote bid specifications based on Municipal Services Division and Water Distribution Division requirements.

STAFF REFERENCE: Matt Newell, Public Works Director; Byron Bowman, Municipal Services Manager; Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:

Funding for these expenditures is available in the FY2023 budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of Ten (10) Ford F250 Trucks and Two (2) Ford F150 Trucks	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
CONTRACT HOLDER BID PRICE OF MORROW BROTHERS FORD INC. FOR THE
PURCHASE OF TEN (10) FORD F250 TRUCKS AND TWO (2) FORD F150 TRUCKS**

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

Section 1. That the State of Illinois Joint Purchasing bid received for ten (10) Ford F250 Trucks and two (2) Ford F150 Trucks, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Morrow Brothers Ford Inc., in the amount of \$734,592.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Inc., for their State of Illinois Joint Purchasing bid price of \$734,592.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 3rd day of April 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 18, 2023

City of Decatur Illinois

Unit 109

Chris Bergschneider

P: 217-875-5718

rbergschneider@decaturil.gov

We have figured the following for your consideration.

1-New 2023 Ford F250 Regular Cab 4x4 8' Bed

Z1 White Exterior, AS Vinyl 40/20/40 Seat

41H Block Heater, 96V Fog/Chrome

85S Spray in Bed Liner, 66S Upfitter Switches

Extra Key with Remote, 592 Roof Marker Lights

43C In Dash 120V/400W, CDS Service Manual

WTX WeatherTech Liners, 43B Rear Defrost/Dark Tint

Whelen 54" Liberty II Lightbar

Cab Guard/Headache Rack

1,500# Aluminum Platform Liftgate

New M License/Title, DL1 Delivery to DPW

All other standard equipment

Illinois Government Price \$56,257.00 + \$ 510.00 = \$ 56,767.00

Recommended Options:

Grip Strut Running Boards

Add \$510.00

TBM All-Terrain Tires

Add \$160.00

E-Locking Rear Axle

Add \$390.00

Additional options can be added as required. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp

Government Sales Manager

Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____ PO: _____

Please submit this quote along with your purchase order and a copy of your Illinois Tax Exempt Letter.



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February 18, 2023

City of Decatur Illinois
Chris Bergschneider
P: 217-875-5718
rbergschneider@decaturil.gov

Units [REDACTED] 118

We have figured the following for your consideration.

1-NEW 2023 FORD F150 Extended Cab 4x4 8' Bed

To include the following optional equipment:

YZ White Exterior, AS Vinyl 40/20/40 Seating
375 HP EcoBoost, 10-Speed Automatic
58C WeatherTech Floor Liners
413 Skid Plates, 18B Running Boards
New M License/Title, Delivery to DPW
All other standard equipment

Illinois Government Price \$40,075.00 Each

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____ Date: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.



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(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 18, 2023

City of Decatur Illinois
Chris Bergschneider
P: 217-875-5718
rbergschneider@decaturil.gov

Unit 413

We have figured the following for your consideration.

1-NEW 2023 FORD F150 Regular Cab 4x4 8' Bed

To include the following optional equipment:

White Exterior, AS Vinyl 40/20/40 Seating
375 HP EcoBoost, 10-Speed Automatic
58C WeatherTech Floor Liners
53A Tow Package, 18B Running Boards
595 Fog Lights, 96W Spray in Bed Liner
KNR 1 Extra Key No Remote
Whelen 4 Corner LED Warning
New M License/Title, Delivery
All other standard equipment

Illinois Government Price \$40,315.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____ Date: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.



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February 18, 2023

City of Decatur Illinois Units 445, 446, 447
Chris Bergschneider
P: 217-875-5718
rbergschneider@decaturil.gov

We have figured the following for your consideration.

1-New 2023 Ford F250 Regular Cab 4x4 8' Bed

Z1 White Exterior, AS Vinyl 40/20/40 Seat
47B Plow Prep Package, 41H Block Heater
96V Fog/Chrome, 85S Spray in Bed Liner
61N Wheel Well Liners, 66S Upfitter Switches
Extra Key with Remote, 592 Roof Marker Lights
43C In Dash 120V/400W, CDS Service Manual
WTX WeatherTech Liners, 43B Rear Defrost/Dark Tint
Western 8' Pro Plus Snowplow, LED Plow Lights
Snow Deflector, Whelen 54" Liberty II Lightbar
Cab Guard/Headache Rack, Locking Aluminum Toolbox
New M License/Title, DL1 Delivery to DPW
All other standard equipment

Illinois Government Price \$63,510.00 + \$ 510.00 = \$ 64,020.00^{EX} x 3 = \$ 192,060.00

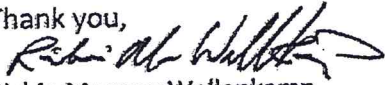
Recommended Options:

Grip Strut Running Boards Add \$510.00

TBM All-Terrain Tires Add \$160.00

E-Locking Rear Axle Add \$390.00

Additional options can be added as required. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____ PO: _____

Please submit this quote along with your purchase order and a copy of your Illinois Tax Exempt Letter.



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February 18, 2023

City of Decatur Illinois Units 507, 514
Chris Bergschneider
P: 217-875-5718
rbergschneider@decaturil.gov

We have figured the following for your consideration.

1-New 2023 Ford F250 Regular Cab 4x4 8' Bed

Z1 White Exterior, AS Vinyl 40/20/40 Seat
47B Plow Prep, 41H Block Heater
96V Fog/Chrome, 66S Upfitter Switches
85S Spray in Bed Liner, 592 Roof Marker Lights
43C In Dash 120V/400W, CDS Service Manual
WTX WeatherTech Liners, Whelen 54" Liberty II Lightbar
Cab Guard/Headache Rack, 1,500# Aluminum Platform Liftgate
Western 8' Pro PLUS Snowplow, LED Plow Lights, Snow Deflector
New M License/Title, DL1 Delivery to DPW
All other standard equipment

Illinois Government Price \$65,715.00 + \$510.00 = \$66,225.00 x 2 = \$132,450.00

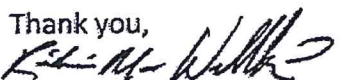
Recommended Options:

Grip Strut Running Boards Add \$510.00

TBM All-Terrain Tires Add \$160.00

E-Locking Rear Axle Add \$390.00

Additional options can be added as required. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____ PO: _____

Please submit this quote along with your purchase order and a copy of your Illinois Tax Exempt Letter.



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February 18, 2023

City of Decatur Illinois
Chris Bergschneider
P: 217-875-5718
rbergschneider@decaturil.gov

Units 517

We have figured the following for your consideration.

1-New 2023 Ford F250 Extended Cab 4x4 56" CA

Z1 White Exterior, AS Vinyl 40/20/40 Seat
41H Block Heater, 47B Plow Prep Package
TBM All-Terrain Tires, 18B Running Boards
66S Upfitter Switches, E-Locking Rear Axle
Extra Key with Remote, 592 Roof Marker Lights
43B Rear Defrost/Dark Tint, 76C Back-Up Alarm
43C In Dash 120V/400W, CDS Service Manual
WTX WeatherTech Liners, 43B Rear Defrost/Dark Tint
Whelen 54" Liberty II Lightbar, Cab Guard/Headache Rack
8' Service Body, Flip Tops, Hook Set, Spray Liner FWGB
CTech Drawer Units All 3 Passenger Side Compartments
1,500# Aluminum Platform Liftgate
New M License/Title, DL1 Delivery to DPW
All other standard equipment

Illinois Government Price **\$83,970.00**

Recommended Option:

43K Pro-Power Onboard 2kW Add \$1,310.00

Additional options can be added as required. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____ PO: _____

Please submit this quote along with your purchase order and a copy of your Illinois Tax Exempt Letter.



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(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 18, 2023

City of Decatur Illinois Units 285, 147, 519
Chris Bergschneider
P: 217-875-5718
rbergschneider@decaturil.gov

We have figured the following for your consideration.

1-New 2023 Ford F250 Extended Cab 4x4 8' Bed

Z1 White Exterior, AS Vinyl 40/20/40 Seat
41H Block Heater, 66S Upfitter Switches
96V Fog/Chrome, 85S Spray in Bed Liner
Extra Key with Remote, 592 Roof Marker Lights
CDS Service Manual, WTX WeatherTech Liners
Whelen 54" Liberty II Lightbar
Cab Guard/Headache Rack
1,500# Aluminum Platform Liftgate
New M License/Title, DL1 Delivery to DPW
All other standard equipment

Illinois Government Price \$62,475.00 + \$510.00 = \$62,985 EA. x 3 = \$188,955.00

Recommended Options:

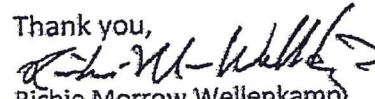
Grip Strut Running Boards Add \$510.00

TBM All-Terrain Tires Add \$160.00

E-Locking Rear Axle Add \$390.00

Additional options can be added as required. Let me know if you have any questions.

Thank you,


Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____ PO: _____

Please submit this quote along with your purchase order and a copy of your Illinois Tax Exempt Letter.

Public Works

DATE: 3/28/2023

MEMO: 2023-33

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Jessica Coleman, Chief Procurement Officer

SUBJECT:
Resolution Accepting Sloan's Implement Sourcewell Contract #110719-JDC For One (1) John Deere 6135E Cab Tractor

SUMMARY RECOMMENDATION:

Staff recommends authorizing the Resolution accepting the quote of Sloan's Implement for one (1) new John Deere 6135E for the Municipal Services Division for the sum of \$77,428.32 replacing one (1) 2012 Kabota Tractor being traded in.

BACKGROUND:

As part of the 2023 budget, the Municipal Services Division requested a tractor mower to replace its existing 2012 Kabota mower which is being replaced due to its age and condition. This vehicle was included in the 2023 Equipment Purchase Plan.

Competitive quotes were solicited from area dealers:

Vendor	Quote
Woody's Municipal Supply Co.	\$96,620.25
Sloan Implement	\$77,428.32

Sloan Implement has the Sourcewell contract for this tractor mower.

Unit being replaced:

Unit#	Asset#	Year	Description	Hours	VIN#	Condition
-------	--------	------	-------------	-------	------	-----------

434 593 2012 Kabota M9540 1545 3022393702 Fair

Vehicle is expected for delivery within 60 days.

DISPOSAL OF VEHICLES: Vehicle will be traded to Sloan’s Implement.

LEGAL REVIEW: There are no contracts for legal to review.

PRIOR COUNCIL ACTION: None

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:
Funding for this expenditure is available in the FY2023 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting Sloan's Implement Sourcewell Contract #110719-JDC for One (1) John Deere 6135E Cab Tractor	

RESOLUTION NO. _____

**RESOLUTION ACCEPTING SLOAN'S IMPLEMENT SOURCEWELL CONTRACT
#110719-JDC FOR ONE (1) JOHN DEERE 6135E CAB TRACTOR**

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

Section 1. That the Sloan Implement Sourcewell Contact quote received for one (1) John Deere 6135E Cab Tractor, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Sloan Implement, in the amount of \$77,428.32, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Sloan Implement, for their quote price of \$77,428.32.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 3rd day of April 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

3/24/2023

City of Decatur
Sloan Implement

Prices using Sourcewell contract # 110719-JDC

	6135E	
List Price	\$	122,932.00
Sourcewell Discount		24%
Subtotal	\$	93,428.32
Set up	\$	500.00
Trade Value (Unit 434)	\$	(16,500.00)
Selling Price	\$	77,428.32

6135E Cab Tractor (114 PTO hp)

15-Mar-2023



JOHN DEERE

Build Codes

Code	Description	Qty
334FP	6135E Cab Tractor (114 PTO hp)	1
	EX-WORKS Saltillo, Coah. Mexico	
Option Codes		
0202	United States	1
0409	English Operator's Manual North America	1
7700	Shipping Preparation for Truck	1
0500	Less Package	1
2050	Cab Standard	1
2100	Cab Seat Mechanical Suspension	1
182B	GreenStar™ Ready	1
183B	Less JDLink™ Hardware	1
185A	JDLink™ Connectivity	1
1880	Less Receiver	1
1900	Less Display	1
1950	Less Application	1
1385	24F/12R PowrReverser™ Plus Transmission, Wet Clutch, EH PTO, 40 Km/h	1
3340	Triple Deluxe SCV with ISO Breakaway Couplers	1
4120	Telescopic Draft Links	1
4015	Standard Hitch	1

4315	Standard Drawbar	1
4420	Sway Chains	1
6045	MFWD (4 Wheel Drive) Front Axle, electro-hydraulic activation.	1
5212	460/85R34 In. 8PR R1 Radial	1
6210	340/85R24 In. 8PR R1 Radial	1
8726	Rotating Warning Light (Beacon Light)	1

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.

MODEL	6135E Tractor FT4 (Model year 2023)	Select a Model to Compare
Key Specs		
Engine description	John Deere PowerTech™ PWS (B20 diesel compatible)	
Engine displacement	4.5 L 275 cu in.	
Rated engine power	97/68EC: 99 kW 135 hp	
Rated PTO power (hp SAE)	86 kW 115 hp	
Transmission type	Standard: John Deere 12F/12R PowrReverser™ transmission: 30 km/h 19 mph	
	Optional: John Deere 12F/12R PowrReverser transmission with creeper: 30 km/h John Deere 24F/12R PowrReverser Transmission: 40 km/h 25 mph	
Hydraulic pump rated output	36.5 cc pump: 75.7 L/min 20 gpm	
Rear hitch category (SAE designation)	Standard Category 2 standard lift at 610mm (24 in.) behind hitch point: 2500 kg 5500 lb Optional: Category 2 heavy- duty lift at 610 mm (24 in.) behind hitch point: 3318 kg 7300 lb	
Engine specifications		
Description	John Deere PowerTech PWL (B20 diesel compatible)	
Engine type	Diesel, in-line, 4-cylinder, wet- sleeve cylinder liners with four valves in head	

https://dlrdoc.deere.com/sales/salesmanual/en_NA/tractors/2023/model/6e/6135e.html

Page 177 of 327

Engine specifications

Engine family

HJDXLO6.8302

Rated speed

2200 rpm

Aspiration

Turbocharged, wastegate
Turbocharger with air to air
aftercooling and cooled
exhaust gas recirculation

Emission level

Final Tier 4

After treatment type

Diesel oxidation catalyst
(DOC)/diesel particulate filter
(DPF)/selective catalytic
reduction (SCR)

Displacement

4.5 L
275 cu in.**Engine performance**

Rated power

97/68EC: 99 kW
135 hp

Rated PTO power (hp SAE)

86 kW
115 hp

Engine peak torque

At 1,600 rpm: 539 Nm
397 lb-ft

PTO torque rise

30 percent

Transmission

Type

Standard: John Deere 12F/12R
PowrReverser transmission: 30
km/h
19 mph
Optional: John Deere 12F/12R
PowrReverser transmission
with creeper: 30 km/h
John Deere 24F/12R
PowrReverser Transmission:
40 km/h
25 mph**Hydraulic system**

Type

Open-center

Hydraulic system

Gear driven

Pump rated output

36.5 cc pump: 75.7 L/min
20 gpmAvailable flow at a single rear
SCV75.7 L/min
20 gpmNumber of rear selective
control valves (SCVs)Standard: Two ISO couplers
Optional: Three ISO couplers

SCV control

Mechanical

Rear hitchHitch category (SAE
designation)Standard Category 2 standard
lift at 610mm (24 in.) behind
hitch point: 2500 kg
5500 lb
Optional: Category 2 heavy-
duty lift at 610 mm (24 in.)
behind hitch point: 3318 kg
7300 lbMaximum lift capacity behind
lift pointsStandard: Category 2 with
heavy-duty lift: 3318 kg
7300 lb

Sensing type

Optional

Drawbar

Drawbar category

Standard: Category 2
Optional: Category 2 heavy
duty

Maximum vertical load

Standard: Category 2 1000-
1250 kg
2205-2756 lb
Optional: Category 2 heavy
duty: 1200-1900 kg
2645-4189 lb
*NOTE: Maximum vertical load
is dependent on drawbar
position.***Rear power take-off (PTO)**

Type

Independent

Rear power take-off (PTO)

Standard: 35 mm (1.375 in.)
540 rpm/1000 rpm reversible
shaft

Engine rpm (at rated PTO
speeds)

2085 engine rpm at 540 rpm
PTO
2067 engine rpm at 1000 rpm
PTO

Rear axle

Type

Flange

Final drive type

Inboard Planetary

Rear differential lock

Full-locking mechanical

Front axle

Type

Standard: Mechanical front-
wheel drive (MFWD)

Front axle differential lock

2WD: None
MFWD: limited slip

Tires

Wheel tread range

MFWD: 1516-2016 mm
59.7-79.4 in.

Steering

Type

Standard: Hydrostatic power

Electrical system

Alternator size

90 amp

Battery options

12 V

Total cold cranking amps

925 CCA

Operator station

Seat

Standard: Mechanical
suspension cloth seat
Optional: Air suspension

Instructional seat

Optional

Operator station

Display

LCD instrument cluster

Dimensions

Wheelbase

MFWD: 2450 mm
96.5 in.Approximate shipping weight,
Open; CabMFWD Cab: 4645 kg
10,240 lb**Weight**

Maximum ballast level

6464 kg
14,250 lb**Capacities**

Crankcase oil volume

15 L
4 U.S. gal.

Fuel tank

168 L
44.4 U.S. gal.

Cooling system

Open station: 18.6 L
4.7 U.S. gal.
Cab: 19.1 L
5.0 U.S. gal.

Transmission-hydraulic system

58 L
15.3 U.S. gal.**Serviceability**

Interval for engine oil change

500 hours

Interval for
hydraulic/transmission oil
change

1,000 hours

Interval for engine coolant
change

5,000 hours

Miscellaneous

Country of manufacture

Mexico

Additional information

Additional information

Date collected

2-Oct-19

+

Sourecwell Contract #070821-DMM
Maturity Date: 08/09/2025

Item	Type	Description
6135E	QU	Diamond 6135E
		Dia - John Deere 6135E
		2023 6135E
		4WD: —
		Beacon Light
		Front Tires: 340/85R24 —
		ISO Breakaway Couplers:
		Mech Suspension Seat: —
		Rear Tires: 460/85R34 —
		Telescopic Draft Links:
		Transmission: 24F/12R Power Reverser —
		Triple Deluxe SCV: —
		Total 6135E
Totals		

Quote good for 30 days

Public Works

DATE: 3/23/2023

MEMO: 2023-27

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager
Jessica Coleman, Chief Procurement Officer

SUBJECT: Resolution Accepting the Bid Price of S&R Marine and Equipment for the Purchase of One (1) 2023 SeaArk VFX 2072 Deluxe Patrol Boat, Trailer and Accessories.

SUMMARY RECOMMENDATION:

It is proposed that the City Council approve the resolution awarding a contract in the amount of \$50,900.00 to S&R Marine and Equipment for the purchase of (1) 2023 SeaArk VFX 2072 Deluxe Patrol Boat, Trailer, and Accessories.

BACKGROUND:

The City Lake Patrol operates three 1980's era patrol boats that have reached the end of their useful service lives. It is proposed that we replace one boat annually over the next three years.

Bids were received by the Purchasing Division on March 14. The bid results were provided on the attached bid tabulation. S&R Marine and Equipment was the sole bidder.

DISPOSAL OF REPLACED UNITS: The replaced equipment will be sold or auctioned after the new equipment is put into service.

OTHER BIDDERS: None.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: City of Springfield, Illinois Lake Services.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander,

Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt will be present at the Council meeting. LEGAL REVIEW: There are no documents for Legal to review.

BUDGET/TIME IMPLICATIONS:

Funding for this expense is included in this year's Lake Services Operating Budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Boat Pictures	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF S&R MARINE AND EQUIPMENT
FOR THE PURCHASE OF ONE (1) 2023 SEAARK VFX 2072 DELUXE PATROL
BOAT, TRAILER, AND ACCESSORIES**

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

Section 1. That the tabulation of the bids received for one (1) 2023 SeaArk VFX 2072 deluxe patrol boat, trailer, and accessories presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of S&R Marine and Equipment, in the amount of \$50,900.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and S&R Marine and Equipment, for their bid price of \$50,900.00.

PRESENTED and ADOPTED this 3rd day of April 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Boat/Trailer and Accessories Bid Date: March 14, 2023 Time: 4:00 p.m.			S&R Marine and Equipment Beardstown, IL	
	Description			Total
1	2023 SeaArk VFX 2072 Deluxe			\$27,343.95
1	2023 Mercury 150 XL Pro XS Four Stroke Motor			\$11,883.31
1	Enforcement Package			\$3,263.25
1	Hummingbird Helix 12 CHIRP MEGA SI Plus GPS G4N			\$2,699.99
1	2023 Marine Master Tandem Axel Trailer w/Deluxe Package			\$5,709.50

TOTAL**\$50,900.00**

BIDDER'S PROPOSAL

TO: Purchasing Supervisor, City of Decatur

I, WE S+R MARINE, propose to furnish a Lake Patrol boat, trailer and accessories with noted specifications with deviations (if any) and to accept in compensation therefore the price indicated below.

ATTACHMENT

Attach completed "Bidder's Proposal" and manufacturer's brochures and warranties, etc.

We are bidding:

2023 SeaArk VFX 2072 Deluxe, Smoked Quartz

\$ 27,343.⁹⁵

2023 Mercury 150 XL Pro XS Four Stroke Motor

\$ 11,883.³¹

Enforcement Package

\$ 3,263.²⁵

Hummingbird Helix 12 CHIRP MEGA SI plus GPS G4N

\$ 2,699.⁹⁹

2023 Marine Master Tandem Axel Trailer
with Deluxe Package

\$ 5,709.⁵⁰

TOTAL

\$ 50,900.⁰⁰

REJECTION/AWARD

The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City.

DEADLINE

Sealed bids are due on March 14, 2023 until 10:00 a.m. at the Purchasing Office, 1st floor, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.

BID IDENTIFICATION

Mark outside of bid envelope "SEALED BID BOAT, TRAILER AND ACCESSORIES – BID #PUR2023-02".

Technical Specifications

City of Decatur, IL Lake Patrol

Boat: **2023 SeaArk VFX 2072 Deluxe, Smoked Quartz**

- Aluminum Flat Top Console with Stainless Steel grab Rail, Front Storage Box, and Storage Box Cushion (must be able to clear 10 feet bridge clearance)
- ✓ Minimum .125 gauge Treadplate Floor
- ✓ All welded Aluminum hull (no rivets or fasteners)
- ✓ Bow & Anchor Storage Locker
- ✓ Rear Bench with Storage
- ✓ Side Wall Panels
- ✓ 28 gallon Built in Belly Fuel Tank
- ✓ Flush Rear Lid
- ✓ Windshield
- ✓ Cleats
- ✓ Electrical Package with Bilge Pump
- ✓ LED Navigation Lights
- ✓ Bow Tilt/ Trim Switch
- ✓ Console Switch Panel
- ✓ 12 Volt Accessory Outlet with USB Port
- ~ • Line-X Interior Non-Slip Coating
- ~ • Stryker SG300 T-Top with Electronics Box
- ~ • Stryker Floor Mounted Leaning Post with Backrest (formally known as Neptune III Seat) ✓
- ~ • SeaStar Hydraulic Steering ✓
- ~ • Tachometer and Fuel Gauge
- ~ • Transom Mounted Flotation Pods with Stainless Steel Telescopic Ladder ✓

Motor: **2023 Mercury 150XL Pro XS Four Stroke**

Enforcement Package:

- Requires T-Top and Electronics Box- Includes Light Bar, Siren, PA System, and Spot Light.
- The height must clear a 10 foot bridge clearance.

GPS: **Hummingbird Helix 12 CHIRP MEGA SI plus GPS G4N**

Trailer: **2023 Marine Master Tandem Axle Trailer with Deluxe Package**

- LED Light & Backup Combo
- Fulton F2 Jack with F2 Winch
- GatorHyde (Line-X) Chip Resistant Coating
- Aluminum Wheel Upgrade & Aluminum Spare

BID SIGNATURE PAGE

If a Corporation

Corporate Name

By Registered Agent

Business Address:

Name of Officers:

Sole Proprietor

Firm Name

Signature of Bidder:

Business Address:

If a Partnership

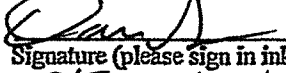
Firm Name

By:

Business Address:

Name of all
Members of Firm

S&R Marine and Equipment

 Daren Sheppard

815 E 15th St

Beardstown IL 62618

217-323-2730

Daren Sheppard 8775 Chandler Rd Beardstown IL 62618

Brenda Sheppard 8775 Chandler Rd Beardstown IL 62618

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF IL)
COUNTY OF Cass) SS.

Daren Sheppard, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
S & R Marine & Equipment, Inc., the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

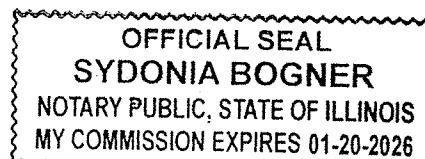
5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
Owner / President
Title

Subscribed and sworn to before me this 1 day of March,
2023.

[Signature]
Notary Public
Title

My Commission expires 1-20-26.









Public Works

DATE: 3/24/2023

MEMO: 2023-30

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew Newell, P.E., Public Works Director
Byron Bowman, Municipal Services Manager

SUBJECT:

Resolution Approving the Expenditure of City Funds for the Purchase of Traffic Signal Video Vehicle Detection Systems.

SUMMARY RECOMMENDATION:

It is proposed that the City Council approve the attached resolution authorizing the Mayor to sign and the City Clerk to attest to the expenditure of City funds in the amount of **\$49,978.00** to Traffic Signal Corporation for the purchase of two Autoscope video vehicle detection systems.

BACKGROUND:

The traffic signal vehicle detection systems located at the intersections of Pershing / MacArthur and Pershing / 27th St. are currently not operational. These systems consist of wire loops cut into the pavement which detect the metal in vehicles passing over them. Deteriorating pavement makes keeping these loops active very difficult resulting in traffic congestion and delays.

Video based vehicle detection systems are proposed for these intersections. The two main video detection systems used in Illinois are the Iteris System and the Autoscope System. The City has 11 signalized intersections with video detection. Our experience with each system has determined that the Autoscope system functions better and we are moving to use that system over the Iteris system. The Autoscope systems have fewer parts and the system has proven to be more durable. The Autoscope systems run about \$1,000 more vs. the Iteris System (\$24,989 Autoscope vs. \$23,911 Iteris). We believe the added cost is justified in the improved operation and clean installation.

It is recommended that two (2) Autoscope video detection systems be purchased at a cost of \$49,978.00.

SCHEDULE:

Following approval by the City Council, the video detection systems will be purchased, and the installation scheduled. The new video detection systems should be installed and commissioned within 60 days of the receipt of the equipment.

POTENTIAL OBJECTIONS: None foreseen

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt Newell will be present at the Council meeting to answer any question of the Council on this item.

BUDGET/TIME IMPLICATIONS:

The City budgets traffic signal material expenses in the State Motor Fuel Tax fund. In order to avoid the lengthy bidding process required to use State MFT funds, it is proposed that we use Local MFT funds to purchase the video detection equipment and add the allocated State MFT funds to the annual paving project to offset the use of Local MFT funds.

ATTACHMENTS:

Description	Type
Resolution Approving the Expenditure of City Funds for the Purchase of Traffic Signal Video Vehicle Detection Systems	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION APPROVING THE EXPENDITURE OF CITY FUNDS FOR THE
PURCHASE OF TRAFFIC SIGNAL VIDEO VEHICLE DETECTION SYSTEMS**

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

Section 1. That the Traffic Signal Corporation quote received for two Autoscope video vehicle detection systems, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Traffic Signal Corporation, in the amount of \$49,978.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Traffic Signal Corporation, for their price of \$49,978.00.

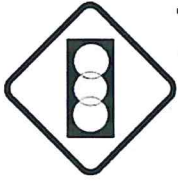
Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 3rd day of April 2023

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



**TRAFFIC CONTROL
CORPORATION**
10435 ARGONNE WOODS DRIVE
WOODRIDGE, IL 60517
P: 630-543-1300 F: 630-543-5050

QUOTATION

Number **649869**

Page: 1 of 1

To: 10236

DECATUR, CITY OF
1 GARY K ANDERSON PLAZA
ACCOUITING DIVISION
DECATUR IL 62523 USA

Attn:
Email:
Phone: 217-424-2708 **Fax:** 217-424-2772

Quote Date: 1/19/2023 **Expires:** 3/20/2023
Terms: NET 30 BASED ON APPROVED CREDIT
FOB: DESTINATION-FRT INCLUDED
Salesperson: ANDRE SANTOS
Email: AS@TCC1.com
Phone: (630) 361-2113

Letting Date:

Location:

Book / Call / Item:

Description: VIDEO VEHICLE DET SYSTEM - AUTOSCOPE VISION

Contract No:

Part Number / Description	Unit Price	Qty/UM	Net Price
A61548 VIDEO VEHICLE DETECTION SYSTEM - VISION 4 DIRECTION INCLUDES 1000' OF CABLE 10 INCH TABLET AG-3055-62-PNC CLAMP KITS	24,989.00	2.00 EA	49,978.00

Item Total: 49,978.00

Misc Charges and Adjustments: 0.00

Quote Total: 49,978.00

*Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order.
Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.*

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Exhibit A

Public Works

DATE: 3/28/2023

MEMO: 2023-32

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Approving an Agreement with Strand Associates, Inc. for Professional Engineering Services for the Northeast Quadrant Water System Modeling Study, City Project 2023-04.

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 professional engineering services agreement between the City of Decatur and Strand Associates, Inc., to provide professional services for the water system modeling of the northeast quadrant, for a fee not to exceed \$65,000.

BACKGROUND:

The Northeast Quadrant generally includes the area of the city lying north of Garfield Ave, and east of 22nd Street. This section of the city, as a result of intentional land use and infrastructure planning, is home to numerous existing and future industrial facilities. Because most of the recently announced, and yet-to-be announced, new industrial developments will locate in the Northeast Quadrant, the city should take steps sooner rather than later to assure sufficient water supplies to support more economic development in this area.

A thorough and up-to-date understanding of existing water system capacity, the timeline for potential capacity improvements, and the estimated cost for water improvements to increase capacity in the Northeast Quadrant, are all vital to planning for water system-supported economic development.

The City Council has already authorized measures to gradually enlarge the city's water supply; and the city's South Water Treatment already possesses excess capacity. What the city may lack is a large enough water distribution system to deliver increased volumes of treated water into the Northeast Quadrant throughout the city's water system planning horizon (2050). The proposed Strand study will guide planning for making future capital needs specifically related to delivering

more water to the Northeast Quadrant.

Strand Associates, Inc. (Strand) has been providing the City with water system modeling and master planning services since 2000. In 2018, Strand updated the City's water system model to include hourly information from the automatic metering system. Strand's experience with City's water system allows them to provide the City with high quality and efficient professional services.

Engineering Services Agreement

The Northeast Quadrant Water System Modeling Study will provide the City with modeling scenarios of existing and increased water usage in the area. The scope of services for Strand's includes:

1. Provide system model updates since last update.
2. Provide model scenarios with current and planned demands for the area.
3. Develop future model scenarios for additional demands in the area (for both potable and non-potable water).
4. Perform steady state, fire flow, and extended period simulation for additional demands.
5. Provide opinion of probable construction cost for selected alternatives.
6. Provide a final report with recommendations.

LEGAL REVIEW: The proposed Agreement was approved by the Legal Department on March 20, 2023.

PRIOR COUNCIL ACTION:

This work is budgeted in the FY 2023 Capital Improvement Plan.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Strand Associates, Inc.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with Strand Associates Inc. is for a cost of \$65,000. Funding for this project is allocated in the Water Fund.

Staffing Impact: Staff time is allocated to manage and review.

SCHEDULE: Work will start in April with the final report submitted in October 2023.

ATTACHMENTS:

Description	Type
Resolution Approving an Agreement with Strand Associates, Inc. for Professional Services for the Northwest Quadrant Water System Modeling Study, City Project 2023-04	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH STRAND ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE NORTHEAST
QUADRANT WATER SYSTEM MODELING STUDY
CITY PROJECT 2023-04**

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

Section 1. That the Agreement approving the professional engineering services for the Northeast Quadrant Water System Modeling Study, City Project 2023-04, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Strand Associates, Inc. be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Engineering Services Agreement between the City of Decatur, Illinois and Strand Associates, Inc., for a fee not to exceed \$65,000.00.

PRESENTED and ADOPTED this 3rd day of April 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT

NORTHEAST QUADRANT WATER SYSTEM MODELING STUDY CITY PROJECT 2023-04

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and Strand Associates Inc., ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF SERVICES

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of services.
- E. EXTRA SERVICES AND AMENDMENTS. The Consulting Engineer shall only perform the Services authorized by this Agreement and defined in the Scope of Services (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this Agreement or defined in the Scope of Services, the Consulting Engineer shall obtain written authorization in the form of a Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve Amendments to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.
5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Services, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Services"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this Agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.

- b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

- 1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior

written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the Services and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this Agreement.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this Agreement, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this Agreement, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be

necessary for the Consulting Engineer's proper protection in the prosecution of the Services. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.05 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.15.

- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR SERVICES COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for Services satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
 2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of Services completed based on the approved scope of Services and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the Agreement, the planned time of completion, the estimated completion to date, the percentage of the approved Agreement amount earned, the percentage of elapsed time, and the currently forecasted amount of Services required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the Services performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be

reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

This Agreement is made between the City and the Consulting Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2023

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER

By: _____

EXHIBIT A

NORTHEAST ZONE WATER SYSTEM MODELING AND DEVELOPMENT PLAN

Scope of Services

Consulting Engineer will provide the following Services to City:

1. Conduct a face-to-face kickoff meeting for the project and collect additional information, including the following:
 - a. Distribution system improvements installed by City since the 2018 modeling.
 - b. Updated water system demand data for the last three years.
 - c. Current and proposed City zoning map for the area of development to be considered as part of the evaluation.
 - d. Planning reports by others indicating future population and demand projections for City's water system.
 - e. Proposed distribution system improvements included in City's capital improvement program.
 - f. South Water Treatment Plant capacity-related information and design criteria.
 - g. Other information necessary for water system modeling.
2. Review data requested from City and develop probable water system basic supply capacity and demands for serving the proposed development areas for use in water system modeling for approval by City.
3. Update City's water system model with current and future planned improvements using the additional water system demands for the proposed development.
4. Develop current and future model scenarios, with input from City, based on increased demands resulting from new City developments in the Northeast Zone.
5. Perform steady state and extended period simulations (EPS), using the updated model calibrated as of 2018, to predict the performance of the distribution system based on:
 - a. Simulated growth in the Northeast Zone without additional water system modifications.
 - b. Simulated growth in Northeast Zone with previously evaluated modifications.
 - c. Simulated growth in the Northeast Zone as a separate pressure zone and with previously evaluated modifications.
 - d. One additional scenario if the need for additional system modifications to meet projected demand in the Northeast Zone development area is greater than those previously evaluated.

6. Prepare a draft technical memorandum describing the steady state and EPS conditions modeled in the four scenarios above for review and discussion with City via videoconference.
7. Perform additional modeling for the two scenarios selected by City based on technical memorandum review comments and input.
8. Prepare draft report of updated supply capabilities, modeling scenarios, potential system modifications, and associated opinions of probable construction costs for City to review and comment. Attend a face-to-face meeting to review comments with City.
9. Incorporate comments, as appropriate, and provide electronic copies of the final report to City.

If-Authorized Services

The following If-Authorized Services will be provided by the Consulting Engineer as authorized by City in writing.

Additional water system modeling scenarios and modifications as agreed to in writing with City.

Compensation

City shall compensate Consulting Engineer for Services performed on an hourly rate basis plus expenses for an estimated fee not to exceed \$55,000.

If-Authorized Services will be as agreed to by City in writing for an estimated fee not to exceed \$10,000.

Task	Project Manager	Quality Control and Technical Assistance	Project Engineer	Total Hours Including Support Staff	Estimated Fee
1	14	14	4	37	\$ 7,500
2	4	2	8	16	\$ 3,500
3	4	2	8	16	\$ 3,500
4	7	4	32	45	\$ 9,500
5	7	4	24	47	\$10,000
6	9	6	8	27	\$ 3,000
7	26	26	8	64	\$14,000
8	7	4	8	23	\$ 4,000
Totals	78	62	100	275	\$55,000
If-Authorized Services					\$10,000
Total					\$65,000



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed Agreement. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this ____ day of _____, 20____.
--

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged. BY: _____ (Signature) (Title) Dated this ____ day of _____, 20____.

EXHIBIT C
PROJECT TIMELINE

The following represents the anticipated timeline and deliverables for the project.

Description	Date
Kickoff Meeting	May 1, 2023
Technical Memorandum	August 15, 2023
Draft Report	September 29, 2023
Final Report	December 15, 2023



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

Amendment No

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____.

Amount of original Agreement \$ _____
 Amount of previous amendments \$ _____
 Amount of current amendment \$ _____
 Amount of adjusted/final Agreement \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the amendment change _____

When the net increase or decrease in the cost of the Agreement 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 Agreement as signed, because:

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this Agreement (contract).

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The corporate officers are as follows:

President: Matthew S. Richards

Vice President: Jeffrey L. Kronser

Secretary: Joseph M. Bunker

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in this Agreement X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this Agreement except as listed on a separate attached sheet to this affidavit.

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

Signature

Joseph M. Bunker
Printed Name

Corporate Secretary
Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20 ____.

Notary Public

Exhibit H

DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER

As of the date of this Agreement

Project Name: Northeast Zone Water System Modeling and Development Plan

Consulting Engineer: Strand Associates, Inc.®

Classification	Minimum	Maximum
Principal	\$101.33	\$126.00
Senior Project Manager	\$69.00	\$102.33
Project Manager	\$39.00	\$72.33
Project Engineers and Scientists	\$30.33	\$48.67
Technicians and Drafters	\$17.00	\$58.33
Office Production	\$35.33 (average)	
Rates adjusted on July 1st of each year		

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project: Northeast Zone Water System Modeling and Development Plan

(Consulting Engineer Name & Address)

Strand Associates, Inc.[®]
 910 West Wingra Drive
 Madison, WI 53715

City Project No.: 2023-04

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Agreement

\$65,000

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Agreement Multiplier	3.05	3.05	3.05
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier	1.15	1.15	1.15
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
 Signature:

Title:

Public Works

DATE: 3/24/2023

MEMO: 2023-26

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Resolution Authorizing Execution of Programmatic Partnership Agreement with U.S. Department of Agriculture Natural Resources Conservation Service for the Regional Conservation Partnership Program.

SUMMARY RECOMMENDATION:

It is recommended that Council adopt the attached resolution authorizing Execution of Programmatic Partnership Agreement (PPA) with the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) for the Regional Conservation Partnership Program (RCPP). This is the agreement that governs the USDA watershed grant.

The RCPP Grant includes a \$7,000,211.77 cost share from the USDA (71%), \$2,882,905.23 in time and material assistance from the project partners and the City (29%). The program total is \$9,883,117.00.

BACKGROUND:

The Programmatic Partnership Agreement (PPA) is between the U.S Department of Agriculture Natural Resources Conservation Service (NRCS) and the City of Decatur for the RCPP. Under the agreement, the City agrees to provide assistance to the NRCS for conservation benefits within the Lake Decatur Watershed.

The City will assist the NRCS in targeting farmers/landowners who are not currently enrolled in other government cost share programs and where the greatest sediment and nutrient loads flowing into the lake are originating. A farmer peer to peer network will be established to provide vital technical assistance and reach specific fields and growers prioritized by our subwatershed plans, and in alignment with the Lake Decatur Watershed Long-Term Strategy. The RCPP will incentivize cover crops, nutrient and tillage management throughout the watershed over the next 5 years ending in 2027. These practices will reduce sediment and nutrient loading to Lake Decatur.

The City will also track approximately 50 partner contributions that were offered as part of this

program. These contributions include items such as agricultural equipment rental, critical habitat restoration, nitrogen fertilizer trials, nutrient management and technical assistance.

RCPP Financials:

	<u>Amount</u>	<u>Percentage of Grant</u>
Federal Assistance (Direct Cost Share)	\$7,000,211.77	71%
Technical Assistance (For Partners & City)	\$2,882,905.23	29%
TOTAL	\$9,883,117.00	100%

Direct Cost Share items are paid by the NRCS directly to the farmers or property owners after working with the City to implement the funded program. The Technical Assistance items are matching contributions by the City and our program partners. The City contributions consist of work we are currently performing in the watershed including the current Northwater agreement.

PRIOR COUNCIL ACTION:

On February 24, 2020 the City Council authorized a Professional Engineering Services Agreement with Northwater Consulting for the Lake Decatur Watershed Management Plan which included Northwater assisting the City to apply for the USDA Regional Conservation Partnership Program (RCPP). The application was submitted on April 13, 2022.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item. **LEGAL REVIEW:** The agreement documents were submitted to the Legal Department for review on March 14, 2023.

BUDGET/TIME IMPLICATIONS:

This expenditure is included in the Water Lake Capital budget. Staff time is allocated to manage the agreement. It is anticipated that the partnership objectives will be completed by April of 2027. A one year extension may be available if some of the objectives are not met by then.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF PROGRAMMATIC
PARTNERSHIP AGREEMENT WITH U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE FOR THE REGIONAL
CONSERVATION PARTNERSHIP PROGRAM**

WHEREAS, the improvement of Lake Decatur water quality is essential to public health, safety and welfare; and

WHEREAS, the U.S. Department of Agriculture Natural Resources Conservation Service has the authority to make such partnership and makes funds available for improving Lake Decatur water quality; and

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

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

Section 1. That the Programmatic Partnership Agreement, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and U.S. Department of Agriculture Natural Resources Conservation Service for the Regional Conservation Partnership Program 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 Programmatic Partnership Agreement between the City of Decatur, Illinois and the U.S. Department of Agriculture Natural Resources Conservation Service for the Regional Conservation Partnership Program.

PRESENTED AND ADOPTED this 3rd day of April 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

PROGRAMMATIC PARTNERSHIP AGREEMENT
Between the
USDA Natural Resources Conservation Service (NRCS)
And
City of Decatur IL

Introduction:

This Programmatic Partnership Agreement (PPA) is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth “NRCS”, and the City of Decatur IL, henceforth named “Lead Partner”. Under the terms of this PPA, NRCS and Lead Partner agree to provide complementary and compatible assistance related to delivery of targeted conservation benefits resulting from addressing resource concerns in the project area. Collectively, NRCS and Lead Partner are referred to as “Parties”. NRCS assistance under this PPA will be provided as Regional Conservation Partnership Program (RCPP) financial and technical assistance to implement eligible activities through provisions of RCPP. Lead Partner assistance (contributions) under this PPA may include cash or in-kind assistance provided directly by the Lead Partner and/or assistance provided by supporting partners to generate RCPP project conservation benefits. This PPA does not obligate funding but instead describes the relationship between NRCS and Lead Partner and establishes the responsibilities of each partner in implementing the RCPP project and delivering the conservation benefits described herein.

I. Authority

This PPA is entered into in accordance with RCPP and related statutory and regulatory authorities in place as of the date of the final signature on this agreement including:

- Subtitle I of Title XII of the Food Security Act of 1985 as amended by the Agriculture Improvement Act of 2018 (2018 Farm Bill; P.L 115-334)
- The Commodity Credit Corporation Charter Act (15 USC 714 et seq.)
- 7 CFR Part 1464

II. Background

RCPP is a voluntary conservation program that provides authority for NRCS and an eligible partner to collaborate on a project that addresses one or more resource concern categories in a project area.

The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS. Program requirements are established by the RCPP statute, regulation, policy, and agency contracts and agreements.

NRCS helps agricultural producers and landowners implement conservation on private land. In carrying out this role, NRCS provides voluntary technical and financial assistance to farmers, ranchers, and other landowners to address natural resource concerns on the Nation's private and nonfederal land.

Lead Partner submitted a proposal for RCPP funding to help generate conservation benefits in the Project area as shown in (Attachment A). Lead Partner satisfies the RCPP eligibility requirements for participation in a partnership agreement as a State or unit of local government.

This agreement describes the framework for implementing the project titled Lake Decatur Water Quality Initiative.

III. Purpose

The purpose of this PPA is to establish a partnership framework for cooperation between NRCS and Lead Partner on implementation of eligible activities to obtain approved conservation benefits by addressing resource concerns through program contracts with eligible producers and partners within the approved project area. The PPA was developed based on a proposal received under Announcement of Program Funding # (incorporated herein by reference) and selected by the Chief of NRCS for funding.

Parties agree that in addition to the other requirements outlined in this agreement, eligible activities shall be limited to work within the project area (see Attachment A: Project Area Map) reasonably expected to address the resource concerns listed below:

- Field sediment, nutrient pathogen loss
- Long term protection of l
- Terrestrial habitat

IV. Responsibilities of the Parties

A. NRCS will:

1. Deliver RCPP assistance for eligible activities as identified in 7 CFR Part 1464. NRCS will provide financial and technical assistance in accord with program policy and Attachment B.
2. RCPP Financial Assistance will be provided via producer contracts, supplemental agreements with eligible partners, or third party contracts under one or more of the five eligible activity types: Land Management/Improvement/Restoration (Land Management), Rental, Conservation Easements Held the United States (US Held Easements), Conservation Easements Held by Eligible Entities (Entity Easements), or Watersheds/Public Works. Obligations and expenditures will follow RCPP program requirements which vary based on activity and award type.
3. Carry out the following minimum Technical Assistance activities associated with RCPP-funded actions—compliance checks required for program eligibility under 7 CFR part 12 and part 1400, subpart F; National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and Endangered Species Act (ESA) compliance activities. Additional RCPP Technical Assistance may be provided by NRCS, eligible partner(s), third parties, or any combination of these entities.
4. Retain responsibility and authority for determining methods and availability of RCPP technical and financial assistance in this project. Where NRCS elects to provide technical and financial assistance funding through RCPP programmatic instruments, RCPP producer contracts or supplemental agreements may be utilized. Once executed, RCPP producer contracts and/or partner supplemental agreements entered into under the general framework of this PPA shall be managed in accordance with RCPP program requirements, as well as the terms of the specific contract or supplemental agreement. Except as noted in those instruments, they shall operate independently of this PPA, under terms and conditions established therein.

5. Actively participate in the development of the Table of Deliverables establishing RCPP fund and activity specific budgets and typical activities in this project, and documenting details of partner contribution delivery.
6. Within program authorities, make every reasonable effort to accommodate Lead partner project recommendations and project expectations documented in Exhibits 1-6 into RCPP FA and TA awards.
7. Provide annual reviews and recommendations to Lead Partner on ways to improve implementation of both RCPP-assisted and contribution-related conservation activities, and to report on NRCS uses of RCPP technical and financial assistance funds.
8. As part of Technical Assistance commitments, provide support for modeling/monitoring/measuring and reporting of outcomes as described in Attachment C: Data Collection and Outcomes Reporting.

B. City of Decatur IL will:

1. Deliver all partner contributions as identified in Attachment, including those provided directly by Lead Partner and those provided indirectly by contributing partners. B Table of Deliverables and report them in a timely fashion according to negotiated technical requirements and valuation methods
2. Acknowledge that NRCS retains final authority with respect to determining the eligibility and valuation of partner contributions provided as part of this project with respect to RCPP reporting and agreement compliance purposes. NRCS considerations in making these determinations shall be informed by, but not limited to, maintaining relationship between contributions and addressing project resource concerns in the project area during the project life.
3. Notify NRCS of any contribution-related deviations from the Attachment B Table of Deliverables as soon as they are known, and no later than the end of the year in which they occur. When factors beyond Lead Partner's control prevent delivery of contributions, Lead Partner may propose scheduling changes and or substitute contribution. However, Lead Partner acknowledges that NRCS retains sole authority to determine if such changes or substitutions will be allowed.
4. Support, complete, or ensure completion of inventories and analysis of all contributions which would not be undertaken but for the RCPP project and all supplemental agreement related RCPP funded activities as determined necessary to fulfil social, economic, and environmental (SEE) impact requirements under the National Environmental Policy Act and related legislation. Generally, where RCPP FA and contribution activities will be implemented concurrently, SEE analysis shall be a shared technical and financial responsibility and may be (partially or wholly) supported by RCPP TA funding. Where contributions are not directly tied to RCPP FA and contribution related activities would not occur but for the RCPP project, Lead Partner assumes added responsibility of developing and providing to NRCS sufficient information to ensure agency SEE analysis requirements are satisfied; analysis in support of "contribution only" partner activities will not generally be supported by RCPP Implementation TA.
5. Actively participate in the development and maintenance of the Table of Deliverables establishing budget and plan for RCPP fund type and activity specific obligations and documenting details of partner contribution delivery.
6. Actively participate in the development of Exhibits 1-6 (as applicable) to help inform NRCS administration of RCPP funded activities within the project.

7. Where Technical Assistance, Watershed Financial Assistance Activities or supplemental agreements to support reatly services are included in the Schedule of Deliverables (Attachment B), lead partner shall assist NRCS in ranking, developing and managing supplemental agreements. In general, where these activities are present in the project, the expectation is that the lead partner shall be responsible for 1) collaborating with NRCS on potential obligations, which shall ultimately be managed by NRCS based on program and project specific eligibility considerations, and SA negotiations , 2) participating in supplemental agreement negotiations and providing concurrence on proposed supplemental agreement deliverables where necessary, and 3) monitoring and reporting of the impact of supplemental agreements on the project as a whole as described in Attachment C and Exhibits as applicable.
8. Submit annual project progress reports and a final report, based on guidance provided by NRCS as further detailed in Attachment C: RCPP Reporting Requirements.
9. Measure/monitor/model and report on the conservation outcomes of the project, as described in Attachment E: Project Outcomes. Guidelines for reporting on the economic/financial and social outcomes of the project will also be included in Attachment E, as applicable. Economic/financial reporting will only be required when such activities were included in a partner proposal as selected, or developed during RCPP project negotiations and documented in the Table of Deliverables.
10. Acknowledge NRCS assistance in public relations or communications materials or events related to RCPP project activities. To the extent possible, provide draft copies of such information to the relevant NRCS State office (potentially to be shared/reviewed by NRCS National Headquarters staff) for review and comment before public release.
11. Lead Partner is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between Lead Partner and third parties to carry out project activities.

C. It is mutually agreed upon by the Parties that:

1. The NRCS Program Portal (defined here to include or any replacement of the existing system implemented by NRCS) will be used to track, monitor, implement and manage this project agreement. The Parties shall maintain access to and be expected to use the software platform to assist in fulfilling their responsibilities under this PPA, including but not limited to communications related to project management, project reporting, and outcome assessment and documentation.
2. The Parties and their respective agencies and offices will manage their own activities and funding in pursuing the objectives of this PPA. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations., and the operations of its agency or employees under this PPA, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this PPA. NRCS reserves the right and authority to reduce or discontinue RCPP assistance based on funding availability.
3. While funds obligated via producer contracts or supplemental agreements shall generally remain available for those purposes, NRCS reserves the right to cancel or terminate such awards if Lead Partner's failure to deliver contributions would negate the value of NRCS expenditures.
4. Nothing in this PPA commits either NRCS or Lead Partner to obligate or transfer any funds or financial assistance that NRCS may provide to eligible producers or landowners. Specific actions that may involve

the transfer of funds, services, or property among Lead Partner and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds and technical services. This PPA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable policies, statutes and regulations. This PPA does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

5. Adhere to the privacy requirements associated with federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this project agreement. Project specific details, including needed information sharing, is further addressed in Attachment D.

6. NRCS authority to implement or support project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements not individually addressed in this PPA, including but not limited to the Food Security Act of 1985, as amended, and associated regulations, the National Environmental Policy Act (NEPA) and associated environmental laws, Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this PPA, the Parties will either agree to such adjustments or NRCS will terminate this PPA.

V. Expected Accomplishments and Deliverables

RCPP-funded and contribution-based deliverables are listed in the Attachment B: Table of Deliverables. RCPP funded activities implemented under the framework of this PPA must comply with applicable agency policies, including NRCS practice or activity standards and specifications. Upon request, NRCS may consider waiving policy based (non-statutory) requirements, if the agency determines that doing so would result in equal or greater conservation benefits consistent with RCPP purposes and the objectives, would not create an undue administrative burden, and would not unduly contribute to actual or perceived perceptions of inequality or unfairness among similarly situated partners or producers. Partner contributions are not necessarily subject to these same requirements unless directly associated with NRCS assistance provided via a producer contract or supplemental agreement, or explicitly identified in the Attachment B Table of Deliverables so as to indicate such requirements apply.

VI. Technical and Administrative Contacts

Technical and/legal representatives of this project at the time of award shall be those identified in NRCS Program Portal, and any revisions shall be managed in according to policies set by NRCS. Changes to Lead Partner contact(s) shall require notice from duly authorized partner representative to NRCS via NRCS Programs Portal, and may require amendment to this PPA as determined necessary by NRCS.

VII. Duration

This PPA takes effect on the date of the final signature of the original PPA agreement by authorized NRCS and Lead Partner officers and shall remain in effect for five years or through _____ (where a longer or shorter project is explicitly approved by NRCS and documented in the original programmatic agreement) as shown in the portal. This PPA may be extended by mutual agreement once (and no more than once), if determined necessary by NRCS; the extension may not exceed 12 months from the original PPA end date.

Start Date: _____ End Date: _____

VIII. Project Changes: Minor Changes, Amendments, and Termination

Either party may request changes to this PPA during the agreement life. The Parties acknowledge that minor deviations from the project Schedule in Attachment B may be necessary; where such issues are limited to accelerated implementation of out-year RCPP funded or contribution deliverables, or delays not greater than 12-months (and not occurring during the final year of the PPA), such deviations may be noted in project management files, and updates to the project agreement records may not be required unless determined necessary by NRCS or requested by the partner. Where lengthier delays or other substantive changes are needed, including changes or additions to Exhibits 1-6, one of the following methods shall be used to initiate and/or document changes.

Minor Changes: By mutual consent, minor changes can be requested, negotiated and if approved by NRCS, documented in the agency software without necessity of a new agreement or hard copy signatures. NRCS will only approve minor changes when the agency determines changes are consistent with program rules and policy, and would not affect key components of project scope e.g. updates to agreement contracts or exhibits could be a “minor change” while changes in total RCPP funding, a decline in the ratio of contributions to RCPP funding, an increase in the size of the project area, changes in targeted conservation benefits/resource concerns, or replacement of the lead partner would not be minor changes.

Amendment: By mutual consent, more substantive changes affecting key components of project scope may be allowed in limited circumstances if such changes are accepted by NRCS as consistent with program authorities and with the original intent of the project. At NRCS discretion any substantive change to project scope, including but not limited to a decline in total partner contributions, may constitute basis for project termination under Part IX (3) below, and/or adversely affect lead partner’s ranking in future competitions for RCPP assistance.

IX. Ending Project Prior to Agreement End Date: Termination

Terminations.

(1) Lead partners may request that NRCS terminate the partnership agreement, provided the request for termination is in writing, and includes the reasons for termination.

(2) NRCS may terminate a partnership agreement if—

(i) Justified by the reasons provided by the lead partner;

(ii) NRCS determines that a modification of the partnership agreement is necessary to comply with applicable law and the partner does not concur with such modification; or

(iii) The lead partner fails to correct noncompliance with a term of the partnership agreement.

(3) A termination may be justified by circumstances beyond the lead partners’ control that prevents completion of one or more provisions of the partnership agreement, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.

(4) If a program agreement is terminated, the lead partner forfeits all rights to any unobligated technical or financial assistance remaining under the partnership agreement.

(5) Effect on other agreements. Termination of a partnership agreement under this section will—

(i) Not affect the validity of any program contract that was entered into within the project area encompassed by the partnership agreement; and

(ii) Result in the termination of a supplemental agreement unless NRCS determines that the supplemental agreement would continue to provide necessary program implementation assistance to producers with program contracts or otherwise advance an eligible program activity within the project area.

(6) Refund and right to future assistance. If NRCS terminates a partnership agreement due to noncompliance with its terms or conditions, the lead partner will forfeit any right to any assistance under the partnership agreement and may as determined by NRCS be required, per terms of a Supplemental Agreement, to refund all or part of any payments received directly by the lead partner, plus interest.

(7) Liquidated damages.

(i) NRCS may include terms in a supplemental partnership agreement that allow for the assessment of liquidated damages against the lead partner in the event of an intentional breach.

(ii) The amount of any liquidated damages will be set at an amount reasonably calculated to reimburse NRCS for its foreseeable losses in the event of noncompliance and will not be punitive in nature.

X. Attachments

RCPP Partnership Agreement Specific Forms:

Attachment A: Project Area Map

Attachment B: Table of Deliverables (and any supporting documents, fee schedules. etc.)

Attachment C: RCPP Reporting Requirements Reporting

Attachment D: Privacy

Attachment E: Project Outcomes

Exhibit : Land Management Activity Expectations

Exhibit : Rentals Activity Expectations

Exhibit : Enhancement TA Activity Expectations

XI. Signatures:

A. Lead Partner (Sign First)

By signature below signatory certifies that 1) the lead partner is an eligible partner entity as defined in the RCPP statute, and 2) s/he has legal authority to enter into this agreement on behalf of the lead partner:

Signature

Date

Name

Title**B. NRCS (Sign Last)**

By signature below signatory certifies project agreement has been reviewed and approved by the State Conservationist or Designee, and that all attachments hereto are an accurate record or approved negotiated RCPP project agreement as of the date of execution.

Signature

Date

Name

Title (Attach Designation if not State
Conservationist)

Attachment B: Table of Deliverables

FA Deliverables

Total Allocated FA:		Total Entered FA:	
\$7,000,211.77		\$7,000,211.77	
Allocated for Land Management	Allocated % for Land Management	Entered for Land Management \$3,500,105.92	Entered % for Land Management 35%
Allocated for Easement - US Held	Allocated % for Easement - US Held	Entered for Easement - US Held \$0.00	Entered % for Easement - US Held 0%
Allocated for Easement - Entity Held	Allocated % for Easement - Entity Held	Entered for Easement - Entity Held \$0.00	Entered % for Easement - Entity Held 0%
Allocated Watershed	Allocated % Watershed	Entered Watershed \$0.00	Entered % Watershed 0%
Allocated Rentals	Allocated % Rentals	Entered Rentals \$3,500,105.85	Entered % Rentals 35%

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
1	2024	IL	Land Management	Producer Contracts	Cover crops, nutrient management, tillage management, and a limited number of structural and edge-of-field practices.	\$700,021.17
2	2025	IL	Land Management	Producer Contracts	Cover crops, nutrient management, tillage management, and a limited number of structural and edge-of-field practices.	\$700,021.24
3	2026	IL	Land Management	Producer Contracts	Cover crops, nutrient management, tillage management, and a limited number of structural and edge-of-field practices.	\$700,021.17
4	2027	IL	Land Management	Producer Contracts	Cover crops, nutrient management, tillage management, and a limited number of structural and edge-of-field practices.	\$700,021.17
5	2023	IL	Rentals	Producer Contracts	Perennial grasses and hemp as field borders and filter strips and on marginal ground. Land rental for transition to organic.	\$700,021.17
6	2025	IL	Rentals	Producer Contracts	Perennial grasses and hemp as field borders and filter strips and on marginal ground. Land rental for transition to organic.	\$700,021.17
7	2024	IL	Rentals	Producer Contracts	Perennial grasses and hemp as field borders and filter strips and on marginal ground. Land rental for transition to organic.	\$700,021.17
8	2026	IL	Rentals	Producer Contracts	Perennial grasses and hemp as field borders and filter strips and on marginal ground. Land rental for transition to organic.	\$700,021.17
9	2027	IL	Rentals	Producer Contracts	Perennial grasses and hemp as field borders and filter strips and on marginal ground. Land rental for transition to organic.	\$700,021.17
10	2023	IL	Land Management	Producer Contracts	Cover crops, nutrient management, tillage management, and a limited number of structural and edge-of-field practices.	\$700,021.17

TA Deliverables

Total Allocated TA:		Total Entered TA:	Minimum TA-I NRCS
\$2,882,905.23		\$2,882,905.23	\$494,155.85
Allocated TA-I Partner: \$1,704,837.68	Allocated TA-I Partner %: 17%	Entered TA-I Partner: \$1,704,935.00	Entered TA-I Partner % 17%
Allocated TA-E \$609,788.32	Allocated TA-E % 6%	Entered TA-E \$610,000.00	Entered TA-E % 6%
Allocated TA-I NRCS \$568,279.23	Allocated TA-I NRCS % 6%	Entered TA-I NRCS \$567,970.23	Entered TA-I NRCS % 6%

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
9	2027	IL	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$5,000.00
10	2026	IL	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$5,000.00
11	2025	IL	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$5,000.00
12	2024	IL	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$5,000.00
13	2023	IL	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$5,000.00
14	2023	IL	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$70,000.00
18	2027	IL	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$50,000.00
15	2024	IL	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$52,970.23
16	2025	IL	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$50,000.00
17	2026	IL	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$50,000.00
19	2023	IL	NRCS Implementation TA	NRCS use	TA-I to support Rental Activities	\$70,000.00
20	2024	IL	NRCS Implementation TA	NRCS use	TA-I to support Rental Activities	\$50,000.00
21	2025	IL	NRCS Implementation TA	NRCS use	TA-I to support Rental Activities	\$50,000.00
22	2026	IL	NRCS Implementation TA	NRCS use	TA-I to support Rental Activities	\$50,000.00
23	2027	IL	NRCS Implementation TA	NRCS use	TA-I to support Rental Activities	\$50,000.00
24	2027	IL	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$80,000.00
25	2027	IL	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$80,000.00
1	2027	IL	Enhancement TA	Supplemental Agreements	Project Management	\$220,000.00
2	2027	IL	Enhancement TA	Supplemental Agreements	Other Eligible Purposes	\$80,000.00
3	2027	IL	Enhancement TA	Supplemental Agreements	Outreach and Education	\$100,000.00
4	2027	IL	Enhancement TA	Supplemental Agreements	Communication and Coordination	\$50,000.00
5	2027	IL	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$852,467.50
6	2027	IL	Partner Implementation TA	Supplemental Agreements	TA-I to support Rental Activities	\$852,467.50

Partners and Contributions

Partner Contribution ratio: 2	Entered Contribution ratio: 2
Total Proposed Contributions Amount: \$15,331,239.00	Total Entered Contributions Amount: \$16,902,637.00
Total Proposed TA Contributions Amount: \$6,907,003.00	Total Entered TA Contributions Amount: \$9,314,947.00
Total Proposed FA Contributions Amount: \$8,424,236.00	Total Entered FA Contributions Amount: \$7,587,690.00

Partners

Partner/Entity Name	Partner/Entity Type	Contact Name	Contact Email	Contact Phone	Total Contribution
Tiger Fiber	Third-Party	James Forbes	james@tigerfiberhemp.com	314-482-2433	\$1,085,000.00
Anuvia	Third-Party	Hugh MacGillivray	hmacgillivray@anuvianutrients.com	3527207070	\$36,000.00
City of Decatur, Illinois	State or unit of local government	Keith Alexander	kalexander@decaturil.gov	217-424-2863	\$7,657,510.00
United States Geological Survey	State or unit of local government	Kelly L Warner	klwarner@usgs.gov	217-328-9727	\$72,000.00
ManPlan Inc.	Third-Party	Molly Ann Godar	djgodar@gmail.com	217-498-8817	\$40,000.00
EcoMetrics	Third-Party	Edwin Pinero	ed.pinero@ecometricsllc.com	717-572-0426	\$15,000.00
Piatt County Soil & Water Conservation District	Conservation district	Jerry Edwards	jonah.cooley@il.nacdnet.net	217-762-2146	\$50,000.00
McLean County Soil & Water Conservation District	Conservation district	Mike Kelley	mcleancountyswcd@gmail.com	309-452-3848	\$5,000.00
Sloan Implement	Third-Party	Jeff Sloan	jsloan@sloans.com	217-965-3333	\$151,250.00
Clarkson Grain Company	Third-Party	Lynn Clarkson	lynn.clarkson@clarksongrain.com	217-763-2861	\$69,000.00
Economic Development Corporation of Decatur-Macon County	Third-Party	Nicole Bateman	nbateman@decaturedc.com	217-422-9520	\$36,500.00
DeWitt County Soil and Water Conservation District	Conservation district	Shelley Finrock	shelley.finrock@il.nacdnet.net	217-935-2181	\$3,500.00
FarmRaise	Third-Party	Sami Tellatin	sami@farmraise.us	417-840-2422	\$88,750.00
Allerton Park and Retreat Center	Institution of higher education	Nate Beccue	nbeccue@illinois.edu	217-333-3287	\$167,500.00
Crop-Tech Consulting	Third-Party	Ken Ferrie	website@croptechconsulting.com	309-824-8667	\$92,200.00
Northwater Consulting	Third-Party	Jeff Boeckler	jeff@northwaterco.com	217-725-3181	\$10,000.00
University of Illinois - Critical Zone Observatory	Institution of higher education	Praveen Kumar Ph.D.	kumar1@illinois.edu	217-333-4688	\$1,000,000.00
Illinois Land Improvement Contractors Association	Established history of working cooperatively with producers on agricultural land	Ryan Arch	ryan@illica.net	309-932-1230	\$150,000.00
Illinois Association of Soil & Water Conservation Districts	Association or other group of producers	Grant Hammer	grant.hammer@aiswcd.org	217-494-4340	\$1,000.00
Macon County Soil and Water Conservation District	Conservation district	Angela Daily	angela@maconcountyswcd.com	217-877-5670	\$10,000.00
Champaign County Soil and Water Conservation District	Conservation district	Joe Rothermel	rothermeljoe@gmail.com	217-352-3536	\$48,000.00
Sanitary District of Decatur	Municipal water or wastewater treatment entity	David Collard	davidc@sddcleanwater.org	217-620-1433	\$62,660.00
Agri Drain Coproration	Third-Party	Charlie Schafer	charlie@agridrain.com	641-742-5211	\$78,400.00
Growmark Inc.	Farmer cooperative	Liz Hobart	lhobart@growmark.com	309-557-6353	\$6,500.00
Evergreen FS	Third-Party	Todd Wibben	twibben@evergreen-fs.com	217-794-2247	\$20,000.00
FDC Enterprises	Third-Party	Fred Circle	fred@fdcenterprises.com	866-270-4833	\$2,397,250.00
First Illinois Ag Group	Established history of working cooperatively with producers on agricultural land	James W. Schroeder	jim.schroeder@firstillinoisaggroup.com	217-872-6292	\$19,800.00
Macon County Conservation					

District	Conservation district	Jerry Culp	jculp@maconcountyconservation.org	217-423-7708	\$1,163,796.00
Sand County Foundation	Established history of working cooperatively with producers on agricultural land	Bartlett Durand	bdurand@sandcountyfoundation.org	608-333-1251	\$126,000.00
American Farmland Trust	Established history of working cooperatively with producers on agricultural land	Kris Reynolds	kreynolds@farmland.org	217-556-1896	\$158,000.00
Kcoe Isom/Martin Engineering	Third-Party	Tyler Walker	tyler@digsassociates.com	217-768-4930	\$99,000.00
National Hemp Association	Association or other group of producers	Erica Stark	erica@nationalhempassociation.org	610-468-2311	\$114,500.00
Illinois Fertilizer & Chemical Association	Association or other group of producers	Kevin Johnson	kj@ifca.com	309-827-2774	\$174,000.00
National Great Rivers Research and Education Center	Institution of higher education	Dr. Gary Rolfe	grolfe@lc.edu	618-468-2900	\$89,323.00
Northern Star Integrated Services, LLC	Third-Party	Brent Fitzmorris	brent@northernstaris.com	765-491-8855	\$146,250.00
Illinois Hemp Growers Association	Association or other group of producers	Rachel Berry	rachel@illinoisgha.com	815-719-3928	\$165,000.00
Ecosystem Service Exchange	Third-Party	Charlie Schafer	charlie@agridrain.com	800-232-4742	\$94,500.00
CoverCress Inc	Third-Party	Mike DeCamp	mdecamp@covercress.com	314-616-7836	\$440,000.00
Farm Credit Illinois	Third-Party	Casey McClure	mcclure@farmcrediti.com	217-590-2108	\$25,000.00
Water Management Solutions LLC	Third-Party	Stephen M. Anderson	stephen@wmsag.com	217-821-3559	\$1,250.00
Illinois Nutrient Research & Education Center	Institution of higher education	Julie Hewitt	julie@illinoisnrec.org	309-212-0047	\$421,800.00
Illinois Farm Bureau	Association or other group of producers	Lauren Lurkins	llurkins@ifb.org	309-557-3153	\$108,750.00
Wand-TV	Third-Party	Clay Koenig	clay.koenig@wandtv.com	217-706-9502	\$60,000.00
Ducks Unlimited	Third-Party	Dane Cramer	drcramer@ducks.org	734-646-7869	\$7,648.00
Corteva Agriscience	Third-Party	Aly Wells	alywells@corteva.com	317-995-0803	\$35,000.00
Nutrien	Third-Party	Mike Nemeth	michael.nemeth@nutrien.com	403-225-7465	\$100,000.00

Partner Contributions

#	Calendar Year	State	Activity Type	Funding Source	Lead	Typical Activity	Extent	Measurement Unit	Budget	Cash/In-Kind	M Cor
444	2027	IL	TA: "Other" TA per APF	Non-Lead Partner (Non-Federal Funds)	Tiger Fiber	Assisting with distribution of Hemp seed on licensed sites.	200000.0	Dollars	\$200,000.00	In-Kind	
445	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Tiger Fiber	Technical assistance, outcome measurement, program promotion, in-person educational events, coordination with RCPP team and outreach activities.	75000.0	Dollars	\$75,000.00	In-Kind	
446	2027	IL	FA: "Other" FA per APF	Non-Lead Partner (Non-Federal Funds)	Tiger Fiber	Planting, harvest, processing, and transportation of hemp.	225000.0	Dollars	\$225,000.00	In-Kind	
447	2027	IL	FA: RCPP Rental Activity Related FA Expenditures	Non-Lead Partner (Non-Federal Funds)	Tiger Fiber	Additional incentive payments to farmers.	500000.0	Dollars	\$500,000.00	Cash	
448	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Tiger Fiber	Hemp test plot on City-owned ground in watershed.	85000.0	Dollars	\$85,000.00	In-Kind	
449	2027	IL	FA: RCPP Land Management Activity Related FA Expenditures	Non-Lead Partner (Non-Federal Funds)	Anuvia	Provision of bio-based plant nutrient products and microbial technology for climate smart field trials.	14000.0	Dollars	\$14,000.00	In-Kind	

450	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Anuvia	Technical Expertise and support and related climate smart nutrient management and integration of innovative plant nutrient products. Also includes coordination with RCPP team.	22000.0	Dollars	\$22,000.00	In-Kind	
1	2024	IL	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	City of Decatur, Illinois	State or Partner Program Expenditures on Eligible Activities	25500.0	Dollars	\$25,500.00	In-Kind	
3	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	City of Decatur, Illinois	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	30152.0	Dollars	\$30,152.00	In-Kind	
9	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	City of Decatur, Illinois	Project management and partnership development to accomplish project goals (C, E)	2272168.0	Dollars	\$2,272,168.00	In-Kind	
14	2027	IL	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	City of Decatur, Illinois	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	152000.0	Dollars	\$152,000.00	In-Kind	
21	2027	IL	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	City of Decatur, Illinois	Other RCPP project enhancement activities	993000.0	Dollars	\$993,000.00	In-Kind	
23	2027	IL	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	City of Decatur, Illinois	Project management and partnership development to accomplish project goals (C, E)	248000.0	Dollars	\$248,000.00	In-Kind	
33	2023	IL	FA: "Other" FA per APF	Lead Partner (Non-Federal Funds)	City of Decatur, Illinois	State or Partner Program Expenditures on Eligible Activities.	229690.0	Dollars	\$229,690.00	In-Kind	
43	2027	IL	FA: RCPP Land Management Activity Related FA Expenditures	Lead Partner (Non-Federal Funds)	City of Decatur, Illinois	Additional Payments to Producers	3650000.0	Dollars	\$3,650,000.00	Cash	
61	2027	IL	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	City of Decatur, Illinois	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	57000.0	Dollars	\$57,000.00	In-Kind	
67	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Federal Funds - Non-NRCS)	United States Geological Survey	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	72000.0	Dollars	\$72,000.00	In-Kind	
72	2023	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	ManPlan Inc.	Technical assistance to producers for planning directly related to installation or management of eligible conservation activities (C,I)	40000.0	Dollars	\$40,000.00	In-Kind	
76	2026	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	EcoMetrics	Development and calculation of quantifiable project outcomes (C, E)	15000.0	Dollars	\$15,000.00	In-Kind	
78	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Piatt County Soil & Water Conservation District	Communications activities (C, I)	10000.0	Dollars	\$10,000.00	In-Kind	
84	2027	IL	FA: RCPP Land Management Activity Related	Non-Lead Partner (Non-Federal Funds)	Piatt County Soil & Water Conservation	Additional Payments to Producers	40000.0	Dollars	\$40,000.00	Cash	

			FA Expenditures	Funds)	District						
88	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	McLean County Soil & Water Conservation District	Communications activities (C, I)	5000.0	Dollars	\$5,000.00	In-Kind	
94	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Sloan Implement	Other RCPP implementing award related	151250.0	Dollars	\$151,250.00	In-Kind	
99	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Clarkson Grain Company	Developing/maintaining connections to related conservation efforts (C).	43000.0	Dollars	\$43,000.00	In-Kind	
102	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Clarkson Grain Company	Communications activities (C, I).	26000.0	Dollars	\$26,000.00	In-Kind	
113	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Economic Development Corporation of Decatur-Macon County	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E).	36500.0	Dollars	\$36,500.00	In-Kind	
118	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	DeWitt County Soil and Water Conservation District	Communications activities (C, I)	3500.0	Dollars	\$3,500.00	In-Kind	
122	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	FarmRaise	Develop and manage RCPP agreements with NRCS (C, E)	88750.0	Dollars	\$88,750.00	In-Kind	
127	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Allerton Park and Retreat Center	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	25000.0	Dollars	\$25,000.00	In-Kind	
129	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Allerton Park and Retreat Center	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	7500.0	Dollars	\$7,500.00	In-Kind	
131	2027	IL	FA: RCPP Land Management Activity Related FA Expenditures	Non-Lead Partner (Non-Federal Funds)	Allerton Park and Retreat Center	Activities and projects working on in the Watershed.	135000.0	Dollars	\$135,000.00	In-Kind	
140	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Crop-Tech Consulting	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E).	10000.0	Dollars	\$10,000.00	In-Kind	
146	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Crop-Tech Consulting	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	33700.0	Dollars	\$33,700.00	In-Kind	
150	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Crop-Tech Consulting	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	36000.0	Dollars	\$36,000.00	In-Kind	
156	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Crop-Tech Consulting	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	12500.0	Dollars	\$12,500.00	In-Kind	
						Other RCPP project					

160	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Northwater Consulting	related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	10000.0	Dollars	\$10,000.00	In-Kind	
162	2023	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Federal Funds - Non-NRCS)	University of Illinois - Critical Zone Observatory	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	1000000.0	Dollars	\$1,000,000.00	In-Kind	
165	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Land Improvement Contractors Association	Other RCPP implementing award related	150000.0	Dollars	\$150,000.00	In-Kind	
171	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Association of Soil & Water Conservation Districts	Communications activities (C, I)	1000.0	Dollars	\$1,000.00	In-Kind	
172	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Macon County Soil and Water Conservation District	Communications activities (C, I)	10000.0	Dollars	\$10,000.00	In-Kind	
178	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Champaign County Soil and Water Conservation District	Communications activities (C, I)	30000.0	Dollars	\$30,000.00	In-Kind	
190	2027	IL	FA: RCPP Land Management Activity Related FA Expenditures	Non-Lead Partner (Non-Federal Funds)	Champaign County Soil and Water Conservation District	Additional Payments to Producers	18000.0	Dollars	\$18,000.00	Cash	
194	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Sanitary District of Decatur	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	62660.0	Dollars	\$62,660.00	In-Kind	
201	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Agri Drain Coproration	Actual products supplied to producer.	6500.0	Dollars	\$6,500.00	In-Kind	
205	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Agri Drain Coproration	Other RCPP implementing award related	71900.0	Dollars	\$71,900.00	In-Kind	
212	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Growmark Inc.	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	6500.0	Dollars	\$6,500.00	In-Kind	
218	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Evergreen FS	Project management and partnership development to accomplish project goals (C, E)	20000.0	Dollars	\$20,000.00	In-Kind	
223	2027	IL	FA: RCPP Rental Activity Related FA Expenditures	Non-Lead Partner (Non-Federal Funds)	FDC Enterprises	Additional Payments to Producers	1070000.0	Dollars	\$1,070,000.00	Cash	
226	2027	IL	FA: RCPP Rental Activity Related FA Expenditures	Non-Lead Partner (Non-Federal Funds)	FDC Enterprises	RCPP Watershed Activity Related Expenditures	1236000.0	Dollars	\$1,236,000.00	In-Kind	
234	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	FDC Enterprises	Other RCPP implementing award related	71250.0	Dollars	\$71,250.00	In-Kind	
			TA: "Enhancement"	Non-Lead Partner	FDC	Communications					

237	2027	IL	Expenditures per APF	(Non-Federal Funds)	Enterprises	activities (C, I)	20000.0	Dollars	\$20,000.00	In-Kind	
244	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	First Illinois Ag Group	Development of innovative conservation approaches (C, E)	17500.0	Dollars	\$17,500.00	In-Kind	
249	2026	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	First Illinois Ag Group	Communications activities (C, I)	2300.0	Dollars	\$2,300.00	In-Kind	
254	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Macon County Conservation District	Activities and projects working on in the Watershed.	1163796.0	Dollars	\$1,163,796.00	In-Kind	
262	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Sand County Foundation	Development of innovative conservation approaches (C, E)	126000.0	Dollars	\$126,000.00	In-Kind	
266	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	American Farmland Trust	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E).	50000.0	Dollars	\$50,000.00	In-Kind	
270	2027	IL	TA: "Other" TA per APF	Non-Lead Partner (Non-Federal Funds)	American Farmland Trust	Developing/maintaining connections to related conservation efforts (C)	40000.0	Dollars	\$40,000.00	In-Kind	
276	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	American Farmland Trust	Development and calculation of quantifiable project outcomes (C, E)	40000.0	Dollars	\$40,000.00	In-Kind	
278	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	American Farmland Trust	Providing information or tools needed by NRCS to support Agency ranking (C,I)	28000.0	Dollars	\$28,000.00	In-Kind	
283	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Kcoe Isom/Martin Engineering	Technical assistance to producers for planning directly related to installation or management of eligible conservation activities (C,I)	28000.0	Dollars	\$28,000.00	In-Kind	
290	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Kcoe Isom/Martin Engineering	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	6000.0	Dollars	\$6,000.00	In-Kind	
292	2023	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Kcoe Isom/Martin Engineering	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	45000.0	Dollars	\$45,000.00	In-Kind	
295	2027	IL	TA: "Other" TA per APF	Non-Lead Partner (Non-Federal Funds)	Kcoe Isom/Martin Engineering	Develop and enter into Financial Assistance program contracts with producers with non-NRCS funds (C)	20000.0	Dollars	\$20,000.00	In-Kind	
297	2027	IL	FA: RCPP Rental Activity Related FA Expenditures	Non-Lead Partner (Non-Federal Funds)	National Hemp Association	RCPP Watershed Activity Related Expenditures	10000.0	Dollars	\$10,000.00	Cash	
301	2026	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	National Hemp Association	Development of innovative conservation approaches (C, E)	25000.0	Dollars	\$25,000.00	In-Kind	
			TA:	Non-Lead Partner		Technical assistance to producers for planning directly related to					

304	2027	IL	"Implementation" TA per APF	(Non-Federal Funds)	National Hemp Association	installation or management of eligible conservation activities (C,I)	32500.0	Dollars	\$32,500.00	In-Kind	
308	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	National Hemp Association	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	35000.0	Dollars	\$35,000.00	In-Kind	
310	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	National Hemp Association	Development and calculation of quantifiable project outcomes (C, E)	12000.0	Dollars	\$12,000.00	In-Kind	
315	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Fertilizer & Chemical Association	Providing information or tools needed by NRCS to support Agency ranking (C,I)	3000.0	Dollars	\$3,000.00	In-Kind	
320	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Fertilizer & Chemical Association	Other RCPP project enhancement activities	32000.0	Dollars	\$32,000.00	In-Kind	
328	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Fertilizer & Chemical Association	Communications activities (C, I)	30000.0	Dollars	\$30,000.00	In-Kind	
331	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Fertilizer & Chemical Association	Technical assistance to producers for planning directly related to installation or management of eligible conservation activities (C,I)	105000.0	Dollars	\$105,000.00	In-Kind	
334	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Fertilizer & Chemical Association	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	4000.0	Dollars	\$4,000.00	In-Kind	
341	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	National Great Rivers Research and Education Center	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	89323.0	Dollars	\$89,323.00	In-Kind	
346	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Northern Star Integrated Services, LLC	Materials or Labor Provided to Producers	146250.0	Dollars	\$146,250.00	In-Kind	
357	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Hemp Growers Association	Technical assistance to producers for planning directly related to installation or management of eligible conservation activities (C,I)	40000.0	Dollars	\$40,000.00	In-Kind	
359	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Hemp Growers Association	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	40000.0	Dollars	\$40,000.00	In-Kind	
364	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Hemp Growers Association	Development of innovative conservation approaches (C, E)	40000.0	Dollars	\$40,000.00	In-Kind	
368	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Hemp Growers Association	Environmental monitoring to support partner responsibility to track and report on project outcomes (C, E)	40000.0	Dollars	\$40,000.00	In-Kind	
			FA: RCPP Land Management	Non-Lead Partner	Illinois Hemp	Watershed related					

371	2027	IL	Activity Related FA Expenditures	(Non-Federal Funds)	Growers Association	activity expenses	5000.0	Dollars	\$5,000.00	Cash	
376	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Ecosystem Service Exchange	Technical assistance to producers for planning directly related to installation or management of eligible conservation activities (C,I)	94500.0	Dollars	\$94,500.00	In-Kind	
381	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	CoverCress Inc	Development of innovative conservation approaches (C, E)	40000.0	Dollars	\$40,000.00	In-Kind	
384	2027	IL	FA: RCPP Watershed Activity Related Expenditures	Non-Lead Partner (Non-Federal Funds)	CoverCress Inc	Watershed related activity expenditures	400000.0	Dollars	\$400,000.00	Cash	Yes
389	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Farm Credit Illinois	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	20000.0	Dollars	\$20,000.00	In-Kind	
394	2027	IL	FA: "Other" FA per APF	Non-Lead Partner (Non-Federal Funds)	Farm Credit Illinois	Private Sector Expenditures on Eligible Activities	5000.0	Dollars	\$5,000.00	Cash	
399	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Water Management Solutions LLC	Technical assistance to producers for planning directly related to installation or management of eligible conservation activities (C,I)	1250.0	Dollars	\$1,250.00	In-Kind	
401	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Nutrient Research & Education Center	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	421800.0	Dollars	\$421,800.00	In-Kind	
411	2027	IL	FA: RCPP Land Management Activity Related FA Expenditures	Non-Lead Partner (Non-Federal Funds)	Illinois Farm Bureau	Funds to assist with cost share and other projects in the watershed.	50000.0	Dollars	\$50,000.00	Cash	
415	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Illinois Farm Bureau	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	58750.0	Dollars	\$58,750.00	In-Kind	
422	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Wand-TV	Other RCPP project enhancement activities	60000.0	Dollars	\$60,000.00	In-Kind	
425	2026	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Ducks Unlimited	Other RCPP project enhancement activities	7648.0	Dollars	\$7,648.00	In-Kind	
430	2027	IL	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Corteva Agriscience	Other RCPP implementing award related	30000.0	Dollars	\$30,000.00	In-Kind	
435	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Corteva Agriscience	Other RCPP project related outreach and education, including inventories, analyses and tools needed to inform outreach (C,E)	5000.0	Dollars	\$5,000.00	In-Kind	
441	2027	IL	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Nutrien	Communications activities (C, I)	100000.0	Dollars	\$100,000.00	In-Kind	

Attachment E: Project Outcomes

Conservation Outcomes Deliverables

Outcome Title	Resource Concern	Treatment	Outcome Metric	Measurement Type	Reference/Source	Description
				Monitoring		Analysis of water quality data annually and at project closeout to determine the change in annual loading and concentrations of total nitrogen, total phosphorus, and sediment. Data will be reported from a minimum of 4 stream monitoring locations and 3 in-lake monitoring stations. Change in frequency of water quality exceedances will be reported from in-lake data and will include trends in phosphorus concentrations exceeding 0.05 mg/L and nitrate concentrations exceeding 10 mg/L. A baseline lake bathymetry survey was completed in 2022. An minimum of one additional bathymetry survey will be performed prior to the 5-year RCPP duration to calculate and report changes in sediment deposition rates. EcoMetrics will also include this in their Environmental and Natural Resources Outcomes analysis.
				Other (Describe)		It is estimated that only about 5% of the watershed cropland targeted for RCPP funding is in cover crops and 30 plus percent is using conventional tillage. Over 50% of all crop nutrients are applied in the fall and although some level of nutrient management is being practiced, it is estimated that at least 25% of tilled fields in the watershed can benefit from split application. To achieve the desired reductions, a four fold increase in the use of cover crops (in addition to maintaining current use) and a doubling of no-till and nutrient management is needed, especially on those fields contributing the greatest loads. This equates to roughly 200 new landowners/growers and 20,000-50,000 additional acres per year for infield practices. A 30% increase in structural practice adoption is also being targeted through the City of Decatur funded cost-share program. An online mapping system will be used to track the footprint (field/partial field) of approved and executed conservation practices. Outputs will include: acres by practice type for infield measures and and location, quantity, area treated and type of structural practice. S.T.A.R. data will be used to report on increases in adoption of conservation activity from a baseline and number of new participating landowners/growers. S.T.A.R is a nationwide tool and evaluation system that assigns points for management activities on an annual basis. Participants answer a series of simple questions about their crop rotation, tillage, nutrient applications, and use of conservation practices to generate their overall field score.
				Modeling		Annual and total accumulated load reductions will be calculated and reported by practice/field, practice type and by geographic location (IE by subwatershed). An online interface will be developed for managers to store, track, and report this data. EcoMetrics will also include this in their Environmental and Natural Resources Outcomes analysis.
				Monitoring		We will track and report the extent of all terrestrial habitat improvements throughout the duration of the RCPP. This will include all invasive species removal, Timber Stand Improvement, prescribed fire, prairie and vegetated buffer establishment, and tree planting. The analysis performed by EcoMetrics will also look at financial proxies for habitat and biodiversity (e.g., pollinator habitat value).
				Monitoring		It is estimated that only about 5% of the watershed cropland targeted for RCPP funding in cover crops and 30 plus percent is in conventional or reduced tillage. A 40% reduction in sediment and a 20% reduction in phosphorus and nitrogen is being sought from just cover crops and tillage management. Before, mid contract and year 4/5 soil monitoring will be conducted to quantify improvements in soil health and help to validate overall reductions in sediment and nutrients to Lake Decatur. Up to 20 fields participating in the RCPP will be assessed. Individual landowner reports and a summary report of the entire program will be provided. EcoMetrics will also incorporate this into their Environmental and Natural Resources Outcomes analysis.

Economic Outcomes Deliverables

Outcome Title	Treatment	Outcome Metric	Measurement Type	Reference/Source	Description
			Other (Describe)		EcoMetrics analytics measures the full value of environmental, social and economic outcomes generated by ecosystem restoration, and reports on those outcomes in monetary terms. Data will be used to report quantified outcomes to and to encourage future private sector investments. Financial: private funding leveraged to access public funding, value of carbon sequestered, nitrogen and phosphorus offsets, easement payments, local employment, social “license of operate”, savings on costs associated with water treatment and disaster relief, and reduced government subsidies. Manufactured: enhanced water protection and treatment, flood control, and others. Natural: water and air quality, improved soil health and nutrient cycling, erosion control, and increased biological diversity. The EcoMetrics Analysis accounts for, in monetized terms, all the derived value (positive and negative) that is realized relative to investment. The model captures the full value of project’s environmental, social and economic impacts and is fully documented, 3rd party verified and ready for audit.

Social Outcomes Deliverables

Outcome Title	Treatment	Outcome Metric	Measurement Type	Reference/Source	Description
			Monitoring		The Lead Partner will aggregate statistics and outcomes on the results of meetings, events and trainings to support execution of the RCPP and advance conservation and water quality improvements.
			Other (Describe)		EcoMetrics analytics measures the full value of environmental, social and economic outcomes generated by ecosystem restoration, and reports on those outcomes in monetary terms. Data will be used to report quantified outcomes to and to encourage future private sector investments. Intellectual: increased educational programs and opportunities. Human: enhanced recreational opportunities. Social and Relationship: positive impact on funder reputations, positive impacts on communities, value of direct and induced jobs, and value to local businesses. The EcoMetrics Analysis accounts for, in monetized terms, all the derived value (positive and negative) that is realized relative to investment. The model captures the full value of project's environmental, social and economic impacts and is fully documented, 3rd party verified and ready for audit.

Exhibits

Exhibit 1: Land Management / Land Treatment / Land Restoration (Land Management)

Introduction: NRCS management of RCPP Land Management Activity awards is informed by project level expectations (documented here), award templates, program requirements, and related policy (including NRCS practice and activity standards and other federal requirements such as standards of fiduciary responsibility, privacy laws, and environmental requirements).

Expectations established during the initial Program Partnership Agreement (PPA) negotiations may be revisited or adjusted during the term of the PPA where NRCS determines that changes are consistent with program requirements.

Purpose: This Exhibit documents negotiated project level expectations of Land Management activity awards.

Background: NRCS will generally follow processes associated with the planning, assessment, ranking, and contract management of similar Farm Bill programs in the administration of RCPP Land Management activities. However, a key feature of RCPP projects is the opportunity for partners to help NRCS identify alternative procedures to deliver conservation benefits while meeting policy requirements.

Items in this exhibit are subject to NRCS lead state discretion and the specific needs of each project, unless they are included in the “Required on All Projects ...” section of the Table below. These required items are non-discretionary and must be addressed at the time of initial agreement execution.

Section 1A - Financial Assistance Expectations for Land Management Activity Awards:

Table 1A: Financial Assistance Expectations for Land Management Activity Awards

Land Management FA Awards	Contracting Expectations: Land Management awards will be made via producer contracts for work on eligible land (as determined by NRCS). Land Management awards will generally be limited to eligible producers, potentially to include eligible partners (with control of land) where similar contracting authorities exist in related covered programs. Producer Cost Share and Contributions: Producer provided cost share in Land Management contracts cannot be included as RCPP PPA partner contributions.

Principal Resource Concerns	Each FA award in RCPP must address one or more project conservation benefit as identified in the proposal. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified during project negotiations, and documented elsewhere in the PPA Is Land Management Activity Funding available for all project resource concern (benefit) categories? No If No, identify the primary resource concern categories for this activity type: Field Sediment, Nutrient, and Pathogen Loss; Please Describe any other resource concern related considerations (e.g. describe project specific issues such as "within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat") Sheet and rill erosion, ephemeral and classic gully erosion, compaction, organic matter depletion, soil organism habitat loss or degradation, nutrients transported to surface water, sediment transported to surface water.
Assessment and Ranking: Historically Underserved (HU) Involvement	Did this project proposal receive ranking points for HU Involvement? Yes If the answer to the above is "Yes", document how HU priority will be managed for Land Management applicants (e.g. via ranking questions to award points): Via ranking questions to award points, through direct communication to encourage participation, by providing technical assistance, with additional cost-share incentives.
Conflict of Interest	Will the lead or contributing partner make application for Financial Assistance in this activity type? No Note: If "Yes", NRCS will limit partner input into RCPP award management to elements included in original project proposals to minimize potential for conflict of interest. If yes, document specifically how potential conflicts of interest will be managed.

Potentially Optional (at Lead State Discretion)

	If activities will be targeted to a limited set of land uses, identify targeted land uses here: Crop;
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Land Uses	Document other Land Use Related Considerations (e.g. funds in this activity type should be targeted toward buffers on farm lands adjacent to Section 404(D) water courses; or rangeland habitat improvements within historical range of Lesser Prairie Chicken) No other Land Use related considerations
Assessment and Ranking: General Considerations	NRCS will use established application ranking and assessment processes to support Land Management awards. Document negotiated assessment and ranking considerations here, including: Any Workload Prioritization (screening) criteria Yes CART considerations by type as applicable (Vulnerability, Practice Points, Efficiency, Program Questions, Resource Questions) Yes If Yes, What Type? Practice Points;Program Questions;Resource Questions; Intent to provide ranking points for eligible land management applicants whose applications directly support other RCPP award types No Intent to provide ranking points for project specific purposes not captured elsewhere Yes Other 1) annual total per acre sediment, nitrogen and phosphorus loading 2) expected annual sediment, nitrogen and phosphorus load reductions 3) identified in an approved subwatershed plan 4) identified as a “critical” practice in an approved subwatershed plans (cost/benefit - practices that are expected to generate the greatest reductions for the lowest cost) 4) of strategic importance to the City of Decatur 5) HU producer 6) practice stacking 7) producer willingness to plant cover crops on same field over consecutive years 8) for tillage management, extra points for no-till versus other reduced tillage methods 9) extra points for development of a soil health plan and completion of a S.T.A.R form.
Assessment and Ranking: Lead Partner Bundling	Will Project include bundled partner applications? Yes Note: points available to prioritize a partner's bundled applications shall not exceed 25% of Program points available in applicable CART template. Document how lead Partner will identify bundles and coordinate delivery of bundled applications to NRCS. Include: Partner methods/tools, means of communications, timing,etc Landowners will be targeted in priority subwatersheds and bundling is proposed in situations where a grouping is critical to the success of

	the RCPP and will generate greater outcomes and better achieve program goals. Document how NRCS will prioritize partner bundles during assessment and ranking (e.g. via ranking questions or another method) Within ranking questions. Extra points for producer bundles assembled by the Lead Partner.
Planning Considerations	Discuss and document planning expectations for Land Management awards. For example, should NRCS seek to: Does the project want to prioritize shorter duration contracts (via ranking and/or scheduling with producers?) No Project require integration of RCPP Land Management activity awards with other RCPP activity awards? Yes Other Planning Expectations No however examples of where the project requires integration of Land Management activity awards with other RCPP activities awards, we propose integration with Land Rental activities.
Sign-up and Obligation Considerations	RCPP will generally follow standard application processes allowing for continuous sign-ups with periodic cut-offs/funding cycles. Additionally, producer contracting activity may also be subject to annual software or policy limitations. Will NRCS attempt to accelerate obligations based on applicant demand? Yes If No, NRCS will follow scheduled RCPP FA obligations per Table of Deliverables If Do Not Agree, then explain what should be done Please describe other timing related considerations: We propose either continuous signup or a minimum of 2 batching periods.
	Document any practice or activity-based considerations not captured above: Are there any additional Priority Practices that are not captured above? Yes Yes, Please Describe Cover crop, nutrient management plans and nutrient management activities, tillage management, soil health management plans, saturated buffers, and Drainage Water Management with automated water control technology. Are there any additional Priority Activities that are not captured above?

Practice/Activity/Payment Scenario Considerations	Yes Yes, Please Describe 100% of practice cost. The landowners and growers being targeted for this program do not currently engage with the NRCS or participate in existing programs, largely a result of financial constraints associated with a major change in management practice (IE cover crops) which adds additional risk. Higher payment rates will allow us to help landowners/growers better manage risk and adopt practices that will ultimately become part of their farming operations. Are there any additional Priority Payment Scenarios that are not captured above? No Yes, Please Describe Up to 100% of practice cost. Practices/activities/payment scenarios potentially contrary to project purposes (Please list any practices/activities/payment scenarios that a partner does not want to include) none. Other Practice related Considerations? Provision to include new species of cover crop such as covercress, and ability to enroll partial fields for cover crops and tillage management such as on HEL soil units or as field borders, and some reasonable flexibility in cover crop seeding rates and timing if supported by field trials in the area. Ability to evaluate the efficacy for new Climate Smart fertilizers under the umbrella of a nutrient management practice. Ability to utilize or harvest cover crops in certain situations. Other activity related considerations? none. Other Payment Scenario considerations? Ability to fund development of soil health management plans - this is not currently available in Illinois.
	Discuss NRCS payment rate methodology, and expectation of comparability with rates in other NRCS program. Document atypical payment rate needs by practice/activity (e.g. above or below related covered program payment percentages) The need for this is based on several factors. Inflation is running high and expected to do so well into the future and current payment rates are not keeping up. NRCS is behind at least a year in updating cost scenarios. Our program is targeting landowners that DO NOT currently participate in USDA programs or deploy conservation practices on their ground and are the responsible for the majority of sediment and nutrient loading in the watershed. Lack of participation is typically the result of inadequate incentives and the time and

Payment Rate Recommendations/Rationale	paperwork involved. Maximizing incentives along with a streamlined application process will allow us to reach and work on those fields that will generate the greatest reduction at the lowest unit cost. Furthermore, HU producer engagement warrants consideration of higher payment percentages. Above Covered Program Payment Percentages Yes Below Covered Program Payment Percentages No Provide an explanation for the deviation from similar covered program payment rates. Inflation is running high and expected to do so well into the future and current payment rates are not keeping up. NRCS is behind at least a year in updating cost scenarios. Our program is targeting landowners that DO NOT currently participate in USDA programs or deploy conservation practices on their ground and are the responsible for the majority of sediment and nutrient loading in the watershed. Lack of participation is typically the result of inadequate incentives and the time and paperwork involved. Maximizing incentives along with a streamlined application process will allow us to reach and work on those fields that will generate the greatest reduction at the lowest unit cost. Furthermore, HU producer engagement warrants consideration of higher payment percentages. State conservationists may approve rates equivalent to the highest rates available for similar activities in the state (e.g. 90% for p-practices, standard CSP rates for enhancements); higher rates (not to exceed 100%) may be allowed, but only with national review and express written approval.
Adjusted Gross Income (Producer Contracts)	Project/activity wide AGI applicably waiver: Partner requesting AGI applicability waiver for all producer participants in this activity type? Yes If yes, document justification below. NRCS to process waiver request per NRCS policy, and parties to update exhibit based on NRCS determination: Many large landowners operate in the Lake Decatur Watershed and are known to have ground being targeted under this RCPP. Exclusion based on AGI will severely limit our ability to execute the program in scope and on fields critical to achieving our nutrient and sediment reduction goals. Application/participant level AGI waivers (Do not complete if "applicability" waiver is approved for this RCPP Activity Type, or the project generally.) : Document Lead partner support (or lack of support) for AGI waivers in this project at the application/participant level. (Required if first question "yes") Not applicable.

Other conservation flexibilities: Contracting Considerations	Document Flexibilities not captured elsewhere 1) Flexible cover crop seeding rates. 2) Provision of an online management system capable of tracking practice progress and implementation, load reductions against established targets, and expenditures. This system would be secure and only available to the Lead Partner, NRCS staff and contributing partners. 3) Ability to conduct socioeconomic outcome measurement.
Other Conservation Innovations	In circumstances where existing tools, methods, and flexibilities are insufficient to address project needs, a project may include negotiated conservation innovations. • Unusual uses of existing payment scenarios. For example, Documentation of an NRCS technical determination identifying a specific existing payment scenario that is most analogous to an innovative project- related activity that otherwise satisfies a practice standard but for which no obvious payment scenario is available. • Proposals for new or modified payment scenarios by practice, • Proposals for new interim practices, • Proposals for new tools for identification of eligible lands, assessment or ranking, or • Other directly related agreed-to items (e.g. simultaneous partner TA or FA awards to producers, etc.). Proposed innovations will be considered on a case-by-case basis and shall not be approved for use during initial project negotiations. Rather each proposed innovation will be evaluated once a signed PPA is in place. Factors NRCS may consider in reviewing proposed innovations include but are not limited to: potential impacts to anticipated conservation benefits; compatibility with existing technical and environmental analysis requirements; cost effectiveness of proposed innovations (particularly where compared to existing alternatives); demonstrated success of proposed methods elsewhere; provider and/or delivery method; potential impacts on project schedules; RCPP programmatic requirements; and, other federal requirements. Are there any proposed innovations to the Land Management Awards that have not already been discussed? Yes If Yes, Please describe them We propose two innovations to improve efficiency in delivering RCPP funds and to provide an additional level of outcome reporting. 1) Currently, RUSLE2 is used to quantify erosion rates before and after a given practice for a given field and required for completion of the necessary job sheets for cover crops and tillage management. The

RCPP team has developed a map-based erosion prediction and quantification model using the old USLE methodology. This model will be used to quantify reductions to Lake Decatur from the application of RCPP practices, making RUSLE2 potentially redundant. Furthermore, the map-based model can be used to run endless simulations on a field or groups of fields thereby substantially increasing efficiency. If agreed upon by NRCS, we propose comparing results to a series of RUSLE2 runs, and if the numbers are found to be statistically similar, utilize the model in lieu of the RUSLE2 requirement. This could potentially save up to 2 hours of staff time per contract. 2) Currently RUSLE2 is used to quantify soil erosion (and soil saved) edge-of-field and does not account for delivery to Lake Decatur. Furthermore, RUSLE2 does not include associated nitrogen and phosphorus loading. Using the model described previously, our team will supplement results from each field to quantify delivered sediment to Lake Decatur versus just edge-of-field and report/quantify reductions in total nitrogen and total phosphorus.

Section 1B – Technical Assistance (TA) Expectations for Land Management Activities

General Expectations. The principal role of the PPA agreement in general with respect to TA is to document expectations related to the division of the available TA into NRCS and partner TA pools as detailed in the negotiated Table of Deliverables. Though some movement between these pools (and financial assistance [FA] activity types) is allowable once PPA is in place, projects based on realistic expectations and carefully developed Tables of Deliverables will face fewer delays and complications.

Technical Assistance funding for supplemental agreements (Partner TA-I or PTA-I) may be budgeted only to support one or more eligible RCPP FA activities. NRCS will consider Partner TA-I requests in terms of ensuring that the limited TA-I available in this project is used appropriately to support implementation of FA activities. NRCS lead state shall be responsible for determining when, and under what terms, partner provided TA-I will be available.

Table 1B-1 documents common TA-I tasks associated with NRCS administration of Land Management related TA related project activities.

Table 1B-1: RCPP Land Management: Required and Typical TA Tasks

NRCS will retain TA-I for the following tasks:

- Project and agreement management to include:
 - Developing and managing PPA with Lead Partner

- Managing RCPP supplemental agreements
 - Third-party arrangements with non-lead partners
 - Other third-party arrangements (engineering, archaeologists, etc.)
- Land Management activity contract management to include:
 - Establishing software configurations
 - Processing and managing applications
 - Contracting activities
 - Contract life-cycle management activities
 - Contract reviews
 - Correspondence letters
 - Modifications
 - Payments
 - Handling program appeals
- Inherently Governmental functions to include:
 - Highly Erodible Land and Wetland (HEL/WC) compliance
 - Adjusted Gross Income (AGI) eligibility
 - Responsible Federal Official for environmental compliance activities
 - National Environmental Policy Act compliance
 - National Historic Preservation Act Section 106 (Section 106) consultations
 - Endangered Species Act (ESA) consultations

Implementation TA (negotiable) - Additional TA tasks are commonly needed to support Land Management FA awards. These tasks are listed below. Where these tasks have not been completed by other means, including contributions or Conservation Technical Assistance (CTA) funding, TA-I may be used to support them.

Subject to NRCS determination that the TA-I retained for the tasks listed above, and for NRCS use generally, is adequate to support NRCS delivery of RCPP FA, TA-I for delivery of the tasks below may be negotiated and budgeted to support supplemental agreement negotiations. TA-I supplemental agreement negotiations are subject to additional statutory and programmatic considerations.

TA tasks identified below must be performed by appropriately trained and qualified individual(s), as determined by NRCS. As a result, these TA tasks will typically be completed by NRCS staff familiar with agency policies and processes. RCPP funding is not available for training partners to complete these activities; therefore unless NRCS opts to use a supplemental agreement to acquire services from qualified partner(s), the limited RCPP funding available in the project will be not be budgeted for supplemental agreements:

- Steps 1 and 2 – identify resource concerns and opportunities, determine objectives;
 - Landowner interview

- Initial site visits and assessment
- Steps 3 and 4 – inventory resources and analyze resource data;
 - Additional site visits
 - Documenting resource concerns
 - Preparing maps
 - Database research
 - Perform assessments using the appropriate business tools
- Step 5 and 6 – formulate and evaluate alternatives;
 - Prepare preliminary designs
 - Prepare proposed conservation plan
 - Conduct additional applicant interviews
 - Conduct additional site visits
- Step 7- make decisions;
 - Document applicant decisions
 - Assess any Land Management activity applications
 - Digitize plan
 - Final conservation plan
 - Final maps
 - Select Land Management activity applications
 - Complete any Land Management contracting activities
- Step 8 – implement the plan;
 - Planning
 - Uses must be directly related to installation or management of Land Management activities
 - Design
 - Site survey
 - Geologic investigations, test pits, and other geotechnical tests and software runs
 - Detailed analysis and Final Design
 - Job-sheets
 - Cost estimates
 - Engineering review
 - Installation
 - Site layout
 - Pre-construction meetings
 - On-site oversight
 - Evaluating changes/updating designs/processing modifications
 - Checkout
 - Documentation of installed/completed activities meeting NRCS standards
 - Processing payments
 - Finalize/Provide Operation and Maintenance Requirements
 - Support appropriate 900 series practice payments (in producer contracts)
- Step 9 – evaluate the plan;
 - Follow-up visits for operation and maintenance
 - Evaluation, monitoring, and reporting

- Any post-project covered program land management contract support

Many of the activities listed above may be exceed the duration of the project agreement, at which point NRCS must reserve adequate TA to continue management of the activities after agreement expiration

Table 1B-2: Cross reference Table 2B-1 (above) and RCPP TA-I practice types (as included in Project Partner TA-I Deliverables) and use Table 2B-2 to document proposed TA-I activities, and the rationale for their inclusion in the project.

Table 1B-2: RCPP Land Management, Partner Use TA-Implementation (TA-I)

	Description and rationale should cover each FA Land Management related RCPP TA practice type for which Partner TA-I funds are budgeted. Rationale may include, but are not limited to 1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or 2) expectation of partner ability to deliver standard NRCS TA at rates comparable with NRCS costs on an accelerated schedule. Describe the RCPP RT-Practice for which Partner- TAI funds are budgeted: Rational for budgeted TA-I funds: 1) known and severe limitations on NRCS staffing to accomplish critical tasks in the project area within available time. Currently it can take anywhere between 12 and 20 hours (potentially half of an entire week) to complete just 1 producer contract for cover crops. There is no possible way that current field office staff can even absorb a fraction of the RCPP workload given they have other responsibilities and programs to administer. 2) Expectation of partner ability to deliver standard NRCS TA at rates comparable with NRCS costs on an accelerated schedule and in a targeted fashion. 3) Qualified partners and contributions are available for TA-I. Services must be performed to realize contributions. TA categories and services for which funds are budgeted and requested include: 1) Steps 1 and 2 - identify resource concerns and opportunities, determine objectives. This will include individual and targeted landowner meetings, an initial site visit and assessment to gauge willingness for practices sought by Partners and to discuss the sign-up process and partner/landowner/grower/NRCS expectations. Client objectives and a description of need for action will be entered into the CPA-52 form by a third party consisting of qualified and experienced individuals and registered TSPs and then provided to the local DC to review for accuracy and sign off on. 2) Steps 3 and 4 – inventory resources and analyze resource data. This will include but not be limited to any additional site visits to document and map the location of resource concerns beyond those already identified by the Lead Partner, preparing maps of proposed practice locations, database research, pre-planning, and collection of needed operational data such as past conservation efforts, cropping history, current tillage or nutrient management practices, extent of tiling etc., and nutrient and sediment load reduction calculations. Applicable information will be entered into the CPA-52 form by qualified and experienced individuals and registered TSPs. 3) Step 5 and 6 – formulate and evaluate alternatives. These steps will result in a conservation and cost-share opportunity plan for the landowner or
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TA Category

tenant farmer to consider prior to sign-up. Outputs include: field/conservation plan and map (similar to those produced by NRCS staff but formatted in a slightly different fashion), a description of proposed practices and extent, estimated costs and a reimbursement/cost-share schedule and amount (including additional partner incentives if applicable), management and maintenance considerations and requirements (if applicable), and a description of next steps sent to NRCS staff to enter into CD and CART for ranking purposes. The applicable information will be entered into the CPA-52 form by qualified and experienced individuals and registered TSPs and reviewed and approved by the local DC/NRCS staff. 4) Step 7- make decisions. The Lead Partner and other qualified staff will work with the applicant to select and finalize activities and the "plan," and determine responsible entities for implementation such as needed contractors. Note: steps 1-7 will be performed by qualified and experienced individuals and registered TSPs (IE Level 1-3 Conservation Planner) and follow NRCS standards, rules and specifications as applicable to the proposed task. 5) Step 8 - implement the plan. Given the focus of the Decatur RCPP is on in-field management practices including cover crops, tillage and nutrient management, structural design services will be limited. For structural practices, all survey, testing, analysis, final design, job sheets, and cost estimates will be prepared by registered TSP's for a given practice. As noted in previous Exhibit questions, we are requesting strong coordination between NRCS and work performed by a registered TSP, especially when completing CPA-52 forms. We feel it is unnecessary for NRCS staff to take on this entire burden if TSPs and qualified individuals can assist. It is understood that review and approval from the local DC/staff will be required. All designs will meet or exceed NRCS standards and specifications. Installation activities including site layout, pre-construction meetings, on-site oversight, design modifications, operation and maintenance plans, checkout and associated documentation will be performed by registered TSPs retained by the Lead Partner. The NRCS will process landowner/grower payments. For in-field practices (cover crops, tillage and nutrient management), qualified Lead Partner staff and contractors with demonstrated knowledge and experience as well as registered TSPs (Level 1-3 Conservation Planner) will complete needed work including job sheets, RUSLE2 calculations and outputs, usage of the Midwest Cover Crop Selection Tool, and operation and maintenance considerations. Registered TSPs will be used to complete and sign off on all Nutrient Management Plans and oversee and manage work products prepared by other qualified individuals, certified agronomists and crop advisors. Any job sheets or necessary paperwork associated with Nutrient Management Plan implementation will be completed by the same qualified team. 6) Step 9 - evaluate the plan. The Lead Partner and qualified staff or contractors will conduct follow-up visits for operation and maintenance, evaluation, monitoring and reporting. It is expected that the NRCS will perform any post-project covered program land management contract support.

As noted in agreement terms and program guidance, the purpose of this table is to document project level negotiations on the availability or limits on TA-I within the project. Specific expectations for supplemental agreements will be negotiated independently based on available funding, project needs, partner qualifications, unit costs etc. and awards are solely at NRCS discretion independent of the budgets negotiated in the partnership agreement.

Exhibit 2: Land Rental Activity Expectations

NRCS management of RCPP Rental Activity (Rental) awards informed by project level expectations (documented here), award templates, program requirements, and related policy (including NRCS practice and activity standards and other federal requirements such as standards of fiduciary responsibility, privacy laws, and environmental requirements).

Expectations established during the initial Program Partnership Agreement (PPA) negotiations may be revisited or adjusted during the term of the PPA where NRCS determines that changes are consistent with program requirements. **Purpose:** This Exhibit documents negotiated project level expectations of Rental activity awards.

Background: NRCS will generally follow processes associated with the planning, assessment, ranking, and contract management of Land Management producer contracts in the administration of RCPP Rental assistance. However, a key feature of RCPP projects is the opportunity for partners to help NRCS identify alternative procedures to deliver conservation benefits while meeting policy requirements.

Items in this exhibit are subject to NRCS lead state discretion and the specific needs of each project, unless they are included in the “Required on All Projects ...” section of the Table below. These required items are non-discretionary and must be addressed at the time of initial agreement execution.

Section 2A: Financial Assistance Expectations for RCPP Rental Activity Awards

Table 2A: Financial Assistance Expectations for RCPP Rental Activity Awards

Rental FA Awards	Rental awards will be made via producer contracts for short term rental activities on eligible land (as determined by NRCS). Producer Cost Share and Contributions: Producer provided cost share, including but not limited to unreimbursed forgone income, cannot be included as RCPP PPA partner contributions.
	Each FA award in RCPP must address one or more project conservation benefits as identified in the proposal. Conservation benefits are associated

Principal Resource Concerns	with agency resource concerns and/or resource concern categories, as specified during project negotiations, and documented elsewhere in the PPA. Is Land Rental Activity Funding available for all project resource concern(benefit) categories? No If No, identify the primary resource concern categories for this activity type: Field Sediment, Nutrient, and Pathogen Loss; Terrestrial Habitat; Please Describe any other resource concern related considerations (e.g. describe project specific issues such as "within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat") Sheet and rill erosion, ephemeral and classic gully erosion, compaction, organic matter depletion, soil organism habitat loss or degradation, nutrients transported to surface water, sediment transported to surface water.
Assessment and Ranking: Historically Underserved (HU) Involvement	Did this project proposal receive ranking points for HU involvement? Yes Document how HU priority will be managed for Rental applicants (e.g. via ranking questions to award points), or cite basis for a "No" response: Via ranking questions to award points, through direct communication to encourage participation, by providing technical assistance, with additional cost-share incentives.
Conflict of Interest	Discuss and document expectations with respect to avoidance of conflict of interest Will the lead or contributing partner make application for Financial Assistance in this activity type? No Note: If "yes", NRCS will limit partner input into RCPP award management to elements included in original project proposals to minimize potential for conflict of interest. If yes, document specifically how potential conflicts of interest will be managed.

Potentially Optional (Project Dependent, Lead State Discretion)

	If land rental activities will be targeted to a limited set of land uses, identify targeted land uses here Crop;
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Land Uses	Document other Land Use Related Considerations (e.g. funds in this activity type should be targeted toward buffers on farm lands adjacent to Section 404(D) water courses; or rangeland habitat improvements within historical range of Lesser Prairie Chicken) No other Land Use related questions
Assessment and Ranking: General Considerations	NRCS shall establish application ranking and assessment processes (e.g. CART ranking and assessment factors) to support RCPP programmatic and project goals. Document negotiated assessment and ranking considerations here Any Workload Prioritization (screening) criteria No CART considerations by type as applicable Yes If Yes, what type: Practice Points;Program Questions;Resource Questions; Intent to provide ranking points for eligible land management applicants whose applications directly support other RCPP award types No Intent to provide ranking points for project specific purposes not captured elsewhere Yes Other 1) annual total per acre sediment, nitrogen and phosphorus loading 2) expected annual sediment, nitrogen and phosphorus load reductions 3) identified in an approved subwatershed plan 4) identified as a “critical” practice in an approved subwatershed plans (cost/benefit -practices that are expected to generate the greatest reductions for the lowest cost) 4) of strategic importance to the City of Decatur 5) HU producer 6) practice stacking 7) producer willingness to plant cover crops on same field over consecutive years 8) extra points for development of a soil health plan and completion of a S.T.A.R form.
Assessment and Ranking: Lead Partner Bundling	Will the Project include bundled partner applications? Yes Note: points available to prioritize a partner’s bundled applications shall not exceed 25% of “Program” points available in applicable CART template.

Assessment and Ranking: Partner Building	Document how lead Partner will identify bundles and coordinate delivery of bundled applications to NRCS. Include: Partner methods/tools, means of communications, timing, etc Landowners will be targeted in priority subwatersheds and bundling is proposed in situations where a grouping is critical to the success of the RCPP and will generate greater outcomes and better achieve program goals. Document how NRCS will prioritize partner bundles during assessment and ranking (e.g. via ranking questions or another method) Within ranking questions.
Planning Consideration	Document planning expectations for Rental awards: Please describe Rental period rationale We propose a rental agreements ranging in duration from 1 to 5 years. The period and will depend upon needs of a particular program component. For example, our harvestable perennial grass program for marginal ground will rely on a minimum of 5-year agreements for grass establishment followed by offtake agreements from our contributing partner (FDC Enterprises). For our hemp pilot, we are requesting minimum of 1-year rental agreements up to a maximum of 4. Rates will be commensurate with needs to incentivize the producer, licensing and associated partner contribution maximums. For all other rental related activities including conversion to organic, harvestable cover crops, cover crop placement on portions of fields (strategic locations to maximize reductions in sediment and nutrient loading), we propose to offer a minimum of 2-year contracts up to a maximum of 5 years depending on landowner willingness and level of water quality benefits achieved. For example, we will encourage and issue longer term contracts for those locations that are critical from a sediment and nutrient loading perspective. Rates will be commensurate with needs to incentivize the producer, practice type and outcomes achieved. Project require integration of RCPP Rental activity awards with other RCPP activity awards? No Other Planning Expectations No.
	RCPP will generally follow standard application processes allowing for continuous sign-up periods with periodic cut-offs/funding cycles Additionally, producer contracting activity may also be subject to annual software or policy limitations. Document Expectations for Obligations Will NRCS attempt to accelerate obligations based on applicant demand?

Sign-up Timing Considerations	Yes If No, NRCS will follow scheduled RCPP FA obligations per Table of Deliverables If Do Not Agree, then explain what should be done Please describe other timing related considerations: We propose either continuous signup or a minimum of 2 batching periods.
Conservation Activity Considerations	Document any rental activity-based considerations not captured above, including: Please describe anticipated conservation benefits of rental awards Benefits will include: maximization of sediment and nutrient load reductions to Lake Decatur, stabilization of marginal grounds, expansion of climate smart crops, support for the establishment of local markets, and an expansion of organic farming in the watershed. Describe other activity and rental scenario related considerations not captured elsewhere. We propose an innovative approach to the strategic placement of cover crops, the sustainable use of those crops, and tillage management. Often times, net soil loss from a given field is greatest on HEL soil units, along field edges, in concentrated flow paths and next to streams/receiving waterbodies. For example, modeling performed in this and other watersheds show that the vast majority of sediment delivery is originating from a small number of HEL soil units. Furthermore, the sheer number of absentee landowners in the watershed is a challenge for conservation, especially on fields deemed critical from a water quality standpoint. Tenant farmers are generally less willing to invest financially in conservation as a result. We intend to use rental agreements to incentivize cover crops and tillage management placement along field borders, on HEL soil units, adjoined to streams and in concentrated flow paths. For example a dense stand of wheat or rye in a concentrated flow path in place of a grass permanent waterway for the period of the year when we receive the greatest volume of our annual runoff. Innovative incentives such as this will not only maximize the water quality benefits but provide the flexibility to work with tenant farmers and those that do not traditionally participate in NRCS programs. Finally, allowing for the harvest of these cover crops will allow us to offer lower rental rates, field test new species of climate smart crops, and incentivize transition to organic farming.
	Discuss NRCS payment rate methodology, and expectation of comparability with related covered programs (here likely CRP) Document atypical payment rate needs by practice/activity (e.g. above or below related covered program payment percentages) Above Covered Program Payment Percentages

Rental Rate Recommendations and Rationale	Yes Below Covered Program Payment Percentages No Provide an explanation for the deviation from similar covered program payment rates. Soil rental rates will not be used but rather the rate needed to supplement a producers income for practices that will benefit water quality in Lake Decatur and are otherwise restricted under traditional programs such as CRP. NRCS shall consider in light of project resource concerns, historic participation, rates necessary to encourage participation, rates in other NRCS programs, and other rationale. State conservationist may approve rates equivalent to the highest rates available for similar activities in the state (e.g. 90% for p-practices, standard CSP rates for enhancements); higher rates (not to exceed 100%) may be allowed, but only with national review and express written approval.
Adjusted Gross Income (Producer Contracts)	Project/activity wide AGI applicably waiver: Partner requesting AGI applicability waiver for all producer participants in this activity type? Yes If yes, document justification below. NRCS to process waiver request per NRCS policy, and parties to update exhibit based on NRCS determination: Many large landowners operate in the Lake Decatur Watershed and are known to have ground being targeted under this RCPP. Exclusion based on AGI will severely limit our ability to execute the program in scope and on fields critical to achieving our nutrient and sediment reduction goals. Application/participant level AGI waivers (Do not complete if “applicability” waiver is approved for this RCPP Activity Type, or the project generally.): Document Lead partner support (or lack of support) for AGI waivers in this project at the application/participant level. Not applicable.
Other conservation flexibilities: Contracting Considerations	Document Flexibilities not captured elsewhere All described elsewhere.
	In circumstances where existing tools, methods and flexibilities are insufficient to fully address project needs, a project may include negotiated conservation innovations.

Other Conservation Innovations	Innovations related to Land Rental awards may those listed below: · New Land Rental scenarios, · New tools for identification of eligible lands, assessment or ranking, or; · Other directly related eligible items (e.g. simultaneous partner FA awards to producers, etc.). Proposed innovations will be considered on a case-by-case basis and shall not be approved for use during initial project negotiations. Rather each proposed innovation will be evaluated once a signed PPA is in place. Factors NRCS may consider in reviewing proposed innovations include but are not limited to: potential impacts to anticipated conservation benefits; compatibility with existing technical and environmental analysis requirements; cost effectively of proposed innovations (particularly where compared to existing alternatives); demonstrated success of proposed methods elsewhere; provider and/or delivery method; potential impacts on project schedules; RCPP programmatic requirements; and, other federal requirements. If Yes, Please describe them Are there any proposed innovations to the Land Rental Awards that have not already been discussed? No If Yes, please describe them
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Section 2B – Technical Assistance Expectations for Land Rental Activities

General Expectations. The principal role of the PPA agreement in general with respect to TA is to document expectations related to the division of the available TA into NRCS and partner TA pools as detailed in the negotiated Table of Deliverables. Though some movement between these pools (and financial assistance [FA] activity types) is allowable once PPA is in place, projects based on realistic expectations and carefully developed Tables of Deliverables will face fewer delays and complications.

Technical Assistance funding for supplemental agreements (Partner TA-I or PTA-I) may be budgeted only to support one or more eligible RCPP FA activities. NRCS will consider Partner TA-I requests in terms of ensuring that the limited TA-I available in this project is used appropriately to support implementation of FA activities. NRCS lead state shall be responsible for determining when, and under what terms, partner provided TA-I will be available.

Table 2B-1 documents common TA-I tasks associated with NRCS administration of Rental related project TA activities.

Table 2B-1: RCPP Rentals: Required and Typical TA Tasks

NRCS will retain TA-I for the following tasks:

- Project and agreement management to include:
 - Developing and managing PPA with Lead Partner
 - Managing RCPP supplemental agreements
 - Third-party arrangements with non-lead partners
 - Other third-party arrangements (engineering, archaeologists, etc.)
- Rental activity contract management to include:
 - Establishing software configurations
 - Processing and managing applications
 - Contracting activities
 - Contract life-cycle management activities
- § Contract reviews
- § Correspondence letters
- § Modifications
- § Payments
 - Handling program appeals
- Inherently Governmental functions to include:
 - Highly Erodible Land and Wetland (HEL/WC) compliance
 - Adjusted Gross Income (AGI) eligibility
 - Responsible Federal Official for environmental compliance activities
 - National Environmental Policy Act compliance
 - National Historic Preservation Act Section 106 (Section 106) consultations
 - Endangered Species Act (ESA) consultations

Implementation TA (negotiable) – Additional TA tasks are commonly needed to support Rental FA awards. These tasks are listed below. Where these tasks have not been completed by other means, including contributions or Conservation Technical Assistance (CTA) funding, TA-I may be used to support them.

Subject to NRCS determination that the TA-I retained for the tasks listed above, and for NRCS use generally, is adequate to support NRCS delivery of RCPP FA, TA-I for delivery of the tasks below may be negotiated and budgeted to support supplemental agreement negotiations. TA-I supplemental agreement negotiations are subject to additional statutory and programmatic considerations.

TA tasks identified below must be performed by appropriately trained and qualified individual(s), as determined by NRCS. As a result, these TA tasks will typically be completed by NRCS staff familiar with agency policies and processes. RCPP funding is not available for training partners to complete these activities; therefore unless NRCS opts to use a supplemental agreement to acquire services from qualified partner(s), the limited RCPP funding available in the project will be not be budgeted for supplemental agreements:

- Steps 1 and 2 – identify resource concerns and opportunities, determine objectives;
 - Landowner interview
 - Initial site visits and assessment
- Steps 3 and 4 – inventory resources and analyze resource data;
 - Additional site visits
 - Documenting resource concerns
 - Preparing maps
 - Database research
 - Perform assessments using the appropriate business tools
- Step 5 and 6 - formulate and evaluate alternatives;
 - Prepare preliminary designs
 - Prepare proposed conservation plan
 - Conduct additional applicant interviews
 - Conduct additional site visits
- Step 7- make decisions;
 - Document applicant decisions
 - Assess any Rental activity applications
 - Digitize plan
 - Final conservation plan
 - Final maps
 - Select Rental activity applications
 - Complete any Rental contracting activities

- Step 8 – implement the plan;

- Planning

§ Uses must be directly related to installation or management of Rental activities

- Design

- Site survey
 - Installation
 - Site layout
 - Pre-construction meetings
 - On-site oversight
 - Evaluating changes/updating designs/processing modifications
 - Checkout
 - Documentation of installed/completed activities meeting NRCS standards
 - Processing payments
 - Finalize/Provide Operation and Maintenance Requirements
 - Support appropriate 900 series practice payments (in producer contracts)
 - Geologic investigations, test pits, and other geotechnical tests and software runs
 - Detailed analysis and Final Design
 - Job-sheets
 - Cost estimates
 - Engineering review

- Step 9 – evaluate the plan;

- Follow-up visits for operation and maintenance
 - Evaluation, monitoring, and reporting

- Any post-project covered program land management contract support

Many of the activities listed above may be exceed the duration of the project agreement, at which point NRCS must reserve adequate TA to continue management of the activities after agreement expiration

Table 2B-2: Cross reference Table 2B-1 (above) and RCPP TA-I practice types (as included in Project Partner TA-I Deliverables) and use Table 2B-2 to document proposed TA-I activities, and the rationale for their inclusion in the project.

Table 2B-2: RCPP Rentals, Partner Use TA-Implementation (TA-I)

	Description and rationale should cover each FA Rental Activity related RCPP TA practice type for which Partner TA-I funds are budgeted. Rationale may include, but are not limited to 1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area
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within available time or 2) expectation of partner ability to deliver standard NRCS TA at rates comparable with NRCS costs on an accelerated schedule.

Describe the RCPP RT-Practice for which Partner- TAI funds are budgeted

Rational for budgeted TA-I funds: 1) known and severe limitations on NRCS staffing to accomplish critical tasks in the project area within available time. Currently it can take anywhere between 12 and 20 hours (potentially half of an entire week) to complete just 1 producer contract for cover crops for example. There is no possible way that current field office staff can even absorb a fraction of the RCPP workload given they have other responsibilities and programs to administer. 2) Expectation of partner ability to deliver standard NRCS TA at rates comparable with NRCS costs on an accelerated schedule and in a targeted fashion. 3) Qualified partners and contributions are available for TA-I. Services must be performed to realize contributions. TA categories and services for which funds are budgeted and requested include: 1) Steps 1 and 2 - identify resource concerns and opportunities, determine objectives. This will include individual and targeted landowner meetings, an initial site visit and assessment to gauge willingness for practices sought by Partners and to discuss the sign-up process and partner/landowner/grower/NRCS expectations. Client objectives and a description of need for action will be entered into the CPA-52 form by qualified and experienced individuals and registered TSPs and reviewed/approved by the local DC and NRCS staff. 2) Steps 3 and 4 – inventory resources and analyze resource data. This will include but not be limited to any additional site visits to document and map the location of resource concerns beyond those already identified by the Lead Partner, preparing maps of proposed practice locations, database research, pre-planning, and collection of needed operational data such as past conservation efforts, cropping history, current tillage or nutrient management practices, extent of tiling etc., and nutrient and sediment load reduction calculations. 3) Step 5 and 6 – formulate and evaluate alternatives. These steps will result in a conservation and rental opportunity plan for the landowner or tenant farmer to consider prior to sign-up. Outputs include: field/conservation plan and map (similar to those produced by NRCS staff but formatted in a slightly different fashion), a description of proposed practices and extent, estimated costs and a reimbursement/rental schedule and amount (including additional partner incentives if applicable), management and maintenance considerations and requirements (if applicable), and a description of next steps. The applicable information will be entered into the CPA-52 form by qualified and experienced individuals and registered TSPs. 4) Step 7- make decisions. The Lead Partner and other qualified staff will work with the applicant to select and finalize activities and the "plan," and determine responsible entities for implementation such as needed contractors. Note: steps 1-7 will be performed by qualified and experienced individuals and registered TSPs (IE Level 1-3 Conservation Planner) and follow NRCS standards, rules and specifications as applicable to the proposed task. 5) Step 8 -

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RCPP TA Practice Type

implement the plan. Given the focus of the Decatur RCPP land rental is on incentivizing innovative conservation activities including variable coverage and placement of cover crops, tillage management where it is most needed (from an erosion control standpoint), harvestable perennial grass establishment, and alternative crops (hemp and organic), structural design services not be needed. As noted in previous Exhibit questions, we are requesting strong coordination between NRCS and work performed by a registered TSP, especially when completing CPA-52 forms. We feel it is unnecessary for NRCS staff to take on this entire burden if TSPs and qualified individuals can assist. It is understood that review and approval from the local DC/staff will be required. All designs will meet or exceed NRCS standards and specifications. Installation activities including site layout, on-site oversight, modifications, operation and maintenance plans, checkout, and associated documentation will be performed by the Lead Partner. The NRCS will process landowner/grower rental payments. Qualified Lead Partner staff and contractors with demonstrated knowledge and experience as well as registered TSPs (Level 1-3 Conservation Planner) will complete needed work including job sheets (when applicable), operation and maintenance considerations, and any other needed documentation. One-on-one technical and management assistance will be provided, especially for cover crops where expert "hand holding" will be required to ensure planting and termination success and eliminate failures that will dissuade continued participation. Project partners and local advisors such as other farmers experienced with cover crops will be retained to provide this assistance - TA-I funds are being requested to support these services.

6) Step 9 - evaluate the plan. The Lead Partner and qualified staff or contractors will conduct follow-up visits for operation and maintenance, evaluation, monitoring and reporting. It is expected that the NRCS will perform any post-project covered program land management contract support.

As noted in agreement terms and program guidance, the purpose of this table is to document project level negotiations on the availability or limits on TA-I within the project. Specific expectations for supplemental agreements will be negotiated independently based on available funding, project needs, partner qualifications, unit costs etc. and awards are solely at NRCS discretion independent of the budgets negotiated in the partnership agreement.

Exhibit 6: Enhancement Technical Assistance Activity Expectations

Section 6A TA expectations

This Exhibit 6 documents expectations to inform NRCS management of Partner Use Enhancement Technical Assistance (Partner TA-E). NRCS management of TA-E Awards is informed by project level expectations, award templates, supplemental agreement negotiations, program requirements, and related policy (including NRCS activity standards and other federal requirements such as standards of fiduciary responsibility, privacy laws, and environmental requirements).

TA-E expectations may be revisited and adjusted either during initial Program Partnership Agreement (PPA) negotiations or during the term of the PPA, where NRCS determines, after consultation with the lead partner, that revised expectations are consistent with program requirements and the project scope.

Purpose: This Exhibit documents negotiated project level expectations of for TA-E awards.

Background: NRCS will be managed according to RCPP policy, and processes developed for their negotiation and award. This process is designed to be flexible and to tie TA-E awards to purposes directly related to the RCPP project

Purpose: The following table documents project level expectations on the availability and/or limits on TA-E within the project. Each supplemental agreement will be negotiated and approved only if NRCS determines that such award is defensible based on agency assessment of applicable factors including by not limited to program authorities and policies, project scope and needs, available funding, participating partner qualifications, defensibility of proposed payment methodologies, etc. Supplemental agreement awards are not assured by deliverables, budgets or expectations documented in the partnership agreement.

Section 6A Technical Assistance Expectations for Enhancement TA Activity Awards:

	Provide a general basis for inclusion of each applicable TA-E item in this RCPP project. Rationales should support budgets and specific items in Programmatic Agreement and Supplemental Agreement Deliverables. Project Management
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Project Management: Execution, administration, and reporting of innovative cost-share programs proposed using Land Rental agreements such as perennial crops, hemp and cover crops/no-till on portions of fields contributing the greatest sediment and nutrient loads. Enhanced project management tasks will also be required to ensure the successful execution of the deliverables within the time frames reflected in the grant award. These enhanced functions include meeting USDA reporting and budget tracking requirements, managing a significant number of partners and partner contributions, managing TSPs and TA-I expenditures, providing additional levels of outcome reporting to enhance federal data reporting systems, developing and managing on-line computer systems that are user-based and ensure landowner confidentiality, and developing and overseeing education campaigns and community events. The City will contract with Northwater Consulting, and American Farmland Trust to augment the City's project management functions under direction of Jennifer Gunter, Lake and Watershed Manager. Support to procure a online service or tool for managing and tracking partner contributions is also being requested. This system will allow partners to log hours and other commitments in a simple, centralized database, receive regular reminders, and generate reports.

Communication and Coordination

Communication and Coordination: development of landowner and grower mailing lists and acquiring contact information such as phone numbers, general partner coordination and planning including regular status meetings, coordination with NRCS state office and field staff. This will also include funds to work with businesses to tap additional incentives that will compliment the RCPP and other watershed conservation efforts.

Outreach and Education

Outreach and Education: With the extent of funding allocated to the watershed, the desire to target incentives to a very specific subset of fields and landowners, and a lack of local NRCS capacity, substantial staff support will be needed to recruit landowners, develop plans and communicate and bundle incentives, educate participants on NRCS programs, and guide landowners through the process. Specific to project execution, this will include peer-to-peer landowner outreach, pre-planning (IE proposed acreage and extent of a given practice), landowner negotiations/costing, one-on-one advisory services/training related to management of cover crops especially for those without prior cover crop experience (cover crop mentoring), professional training and/or workshops for ag retailers. Our team is targeting producers that have not participate in conservation programs and have limited experience with the application of cover crops. The producers will need resources and advisors with experience to call upon when navigating how to integrate cover crops into their operations to avoid the common mistakes that lead to failure.

RCPP TA Practice Type

1) Development of a secure online management and tracking portal to report water quality outcomes against targets and monitor project status/extent. Permissions and access will be managed to protect confidentiality. 2) perform an environmental economic and social co-benefit analysis at project closeout. This work is to be performed by EcoMetrics. 3) secure staff/partners to complete S.T.A.R. forms for each field, compile data and report in aggregate. 3) conduct edge-of-field and soil health monitoring - funds are being requested to cover hard costs such as soil testing and some data collection. Partners will provide labor and reporting as in-kind. Locations and the scope of monitoring will be determined once the exact geographic extent of RCPP funding becomes clear.

Conservation Innovation

A qualified individual will be hired to support and develop efforts such as expansion of covercress in the watershed or harvestable cover crops incentivized by the private sector. This includes producer outreach/education, identification of lands suitable for covercress, and marketing to potential private sector businesses to help producers in the watershed. Additional assistance will be required through a qualified individual to develop local markets that support the hemp component of the RCPP, specifically local processing allowing farmers to sell their crops. These practices are innovative in so much as they are substantially underutilized in the watershed compared to the traditional corn/soybean rotation. Covercress has only emerged in the last year as a climate smart bioenergy crop that offers the similar soil saving and nutrient sequestering benefits of traditional cover crops without the need for government assistance. Hemp and other specialty crops are also foreign in the watershed, primarily due to a lack of local markets. Expanding local markets will incentivize more crop diversity. Furthermore, NRCS programs prohibit the harvest of a cover crop for seed or grain. Expanding or promoting opportunities for growers to try cover crops using market-based incentives is an innovative way to expand coverage in the watershed, especially for those that do not want to engage in government programs. Additional management assistance is needed to assist farmers transitioning to practices offered under the RCPP whether it be traditional practices such as cover crops or no-till or more innovative approaches such as perennial crops and cover crops/no-till on just portions of fields contributing the greatest sediment and nutrient loads. This RCPP is targeting non-traditional landowners and growers that do not participate in USDA programs and who are not familiar with conservation or how to switch to a new management system. The vast majority who do currently work with the NRCS have spent years integrating conservation into their operations and do not require additional assistance. Furthermore, NRCS staffing and time limitations do not allow for this additional level of landowner technical assistance given the volume of other administrative work being added through this RCPP. We therefore have a critical need for one-on-one management and mentoring assistance especially for the transition to cover crops where expert "hand holding" will be required to ensure planting and termination

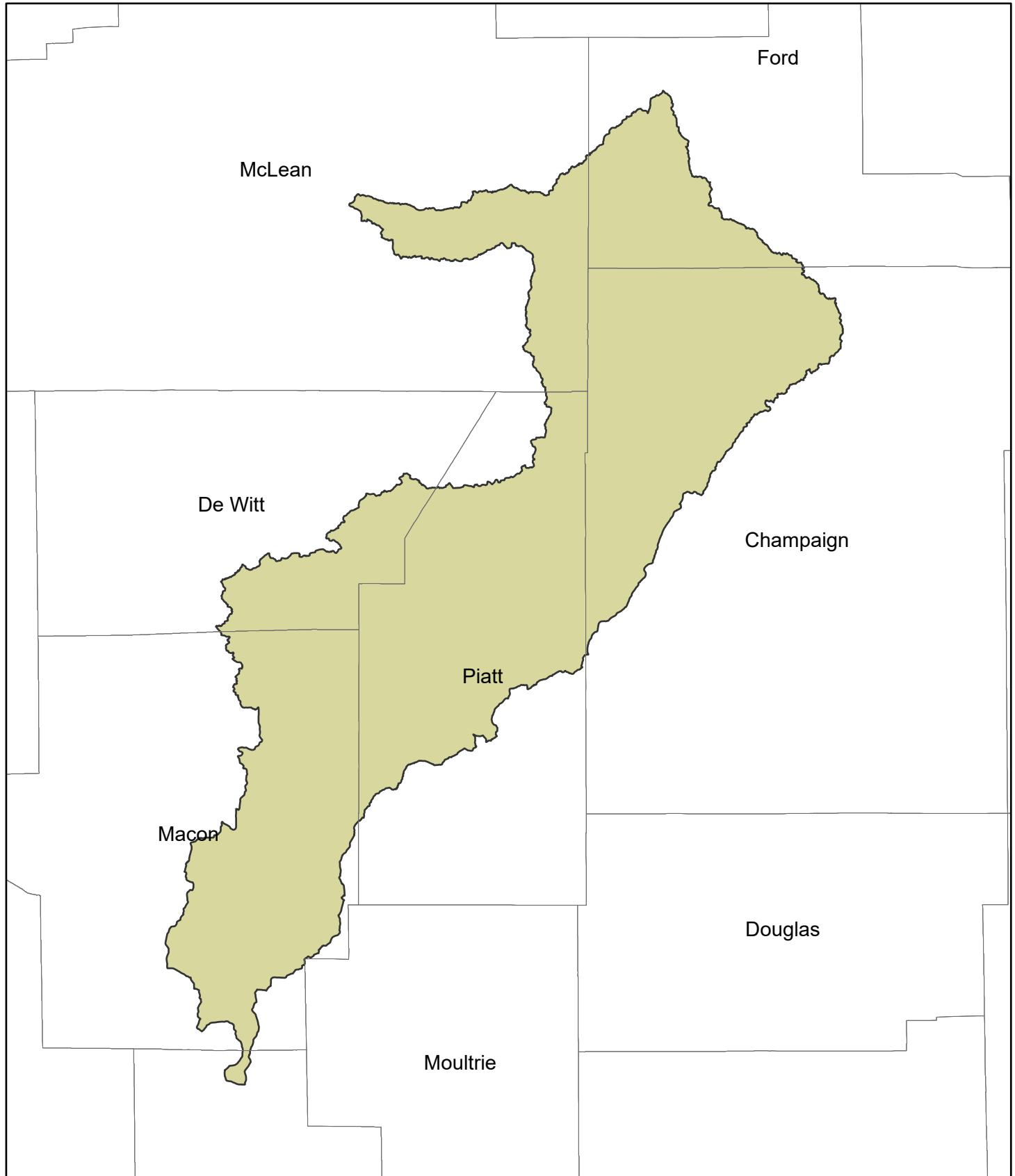
success and eliminate failures that will dissuade continued participation. This is also true for no-till where advice on equipment modifications or timing is needed. Local advisors, especially other farmers experienced with cover crops and no-till will be retained to provide this assistance.

Other Eligible Purposes

FarmRaise to develop RCPP-specific technology tools and online forms for streamlining agency and landowner "paperwork" to increase efficiency, reduce NRCS staff burden and reduce producer barriers to participation. This will be accomplished by developing online tools and forms that will collect participant information and populate official forms required by statute and regulation for RCPP and populate many of the agency planning and contracting tools.



Lake Decatur Water Quality Initiative



0 5 10 20 Miles



LakeDecaturWaterQualityInitiative

Attachment C – RCPP Reporting Requirements

Annually the lead partner will submit a report in the RCPP Portal with notable highlights and progress on delivering conservation outcomes outlined in the PPA. It will include at a minimum the following:

Project Progress

- Cumulative and annual progress on each NRCS funded deliverable included in the PPA. Provided in either dollars expended or percentage of deliverable completed.
- Cumulative and annual progress on each Partner Contribution included in the PPA. Provided in either dollars spent or percentage of deliverable completed.
- Narrative explaining any why either deliverables or contributions were not delivered on time (if applicable).

Outcomes

- Provide an update on Environmental Outcomes for each natural resource concern included in the PPA.
 - Baseline (before condition)
 - After Condition
 - Quantitative Outcomes/Benefits
 - Method (i.e. modeled estimate, field result, survey result, monitoring, scientific study)
 - Source/Expert for Method
- Optional – Provide an update for any economic or social outcomes using the same fields above.

Success Metrics

- Provide, with assistance from the lead NRCS state office, the number of contracts/supplemental agreements by activity type and the number of supplemental agreements to provide technical assistance.
- Provide the number of producers/landowners reached by partner-led activities in the following categories.

Outreach Activities	
Producers Contacted through Outreach	
Beginning Farmers/Ranchers Enrolled	
Historically Underserved Farmers/Ranchers Enrolled	
Veteran Farmers/Ranchers Enrolled	

- For Critical Conservation Areas only – Describe how this project has made progress in addressing the priority resource concerns of the CCA? This should include a discussion of any measured environmental outcomes and how they related to the CCA priority resource concerns.

Sample Table for Outcomes Reporting

Natural resource concern	Baseline (“before” condition) / qualitative or a visual assessment if quantitative not available	“After” condition or Qualitative/descriptive outcomes	Quantitative outcomes /benefits	Method [choice list: Modeled estimated; field result; survey result; monitoring; scientific study]	Source/expert
Example: Water quality			Pounds of nitrogen Pounds of phosphorous; Pounds of sediment;	Modeled estimate	SWAT
Example: Wildlife habitat			### NE Cottontail population improvement	Scientific estimate	peer-reviewed expert (insert reference)

Attachment D: Confidentiality Agreement

Introduction: NRCS, partners, and participating producers (including landowners) have expectations with respect to privacy and information sharing related to RCPP projects. Ultimately however, NRCS retains responsibility and authority to ensure that producer information is only shared when adequate measures are in place to ensure compliance with applicable Federal privacy laws.

Attachment D Overview: Confidentiality Agreement Requirements

All RCPP projects include information sharing, and most include some sharing of protected producer information as outlined in section D1 below (and discussed in greater detail in section D2). All RCPP partnership agreements must include an executed Privacy Agreement (see section D2) to safeguard protected producer information, unless NRCS provides a waiver to this requirement (see section D3).

Intended Uses of this document:

This document is the confidentiality agreement template and only contains sections D1 and D2; it is to be used to support projects with lead partners prepared to execute a standard confidentiality agreement (without any edits to this template) or in projects where lead partner is requesting specific variance(s) from the standard confidentiality agreement language. If instead a waiver to confidentiality agreement requirements will be utilized with or without producer release forms, and more limited information sharing, please use the waiver template instead.

D1. Information Sharing in this Project:

Typical information sharing needs to be associated with RCPP projects are outlined below, and further informed by specific responsibilities of parties to this agreement, including but not limited to project deliverables, outcomes and reporting responsibilities documented in the programmatic agreement and associated attachments and exhibits.

Partner to Provide Information to NRCS consistent with terms of the programmatic partnership agreement:

Partner(s) shall provide the following information to support this project:

- ✓ Detailed data on partner contributions adequately documenting completion of contribution deliverables as determined by NRCS. Documentation requirements shall include elements included in contribution deliverables as well as supporting information such as names and locations of benefitted producers as determined necessary by NRCS.
- ✓ Other reporting requirements and outcomes analysis as outlined elsewhere in this agreement (see Attachments C and E respectively).

Additionally, where supported by executed Privacy Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), Partner(s) may collect protected producer information including to support producer applications for RCPP assistance or other project purposes. Information collected under this provision shall be limited to items needed to support the project:

- Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders
- Applicable application data received from applicants
- Applicable contract data related to producer participants
- Plan and or Resource Inventory information of potential or actual participants

NRCS to provide Information to Partner consistent with terms of the programmatic partnership agreement:

NRCS shall provide the following information to support this project:

- ✓ aggregated and or non-protected producer application and award data for producer contract and supplemental agreements to support partner analysis responsibilities in this RCPP project
- ✓ annual reports on NRCS technical assistance expenditures.

Additionally, where supported by executed Privacy Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), NRCS may provide protected privacy information including those items listed below. Information shared under this provision shall be limited to items needed to support the project:

- Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders
- Applicable application data received from applicants
- Applicable contract data related to producer participants
- Plan and or Resource Inventory information of potential or actual participants

D2. Section 1619 Agreement

I. Purpose

a. The Programmatic Partnership Agreement to which this 1619 Section Agreement (Part D2) is attached is an agreement to provide *technical and financial* assistance under the Regional Conservation Partnership Program.

b. To provide this assistance, the agency has determined that Lead Partner requires access to information provided by one or more agricultural producers or owners of agricultural land, or related geospatial information, (“protected information”) as described in subsection (b)(2) of Sec. 1619 of the Food, Conservation and Energy Act of 2008, (7 U.S.C. § 8791) (Sec. 1619). When adopted and in force, Part D2 authorizes disclosure of such information as necessary to provide such assistance by Lead Partner, as a cooperating entity with a USDA program.

II. Description of Assistance to be provided under USDA program

a. The cooperating entity will assist in the delivery of the identified program(s) as described in the Programmatic Partnership Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

III. Description of Information Required to Provide Assistance

a. The parties agree that disclosure of the following protected information to the cooperating entity may be necessary to adequately and efficiently provide the assistance described in the Programmatic Partnership Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

IV. Use of the Protected Information

a. The cooperating entity will use the protected information as follows: to support delivery of RCPP assistance to interested producers, applications or RCPP awardees (including producer and supplemental agreement holders).

V. Requirements for Authorized Disclosure of Protected Information to Cooperating Entity

a. USDA is prohibited from releasing protected information by Sec. 1619, unless permitted to disclose as provided in subparagraphs (b)(3) and (4). Specifically, subparagraph (b)(3)(A) describes the circumstances under which the disclosure of protected information is permitted to a person or agency working in cooperation with the USDA. Compliance with the terms of this MOU supports the determination that the cooperating entity meets the requirements of this statute. If applicable, it has also been determined that release of this information is authorized as a routine use under the applicable agency System of Records Notice.

VI. System of Records Routine Use

a. If the information is maintained in a system of records as defined under the Privacy Act, it may only be shared as provided in 5 U.S.C. 552a(b). Typically, this requires that the information be covered by a routine use described in the applicable System of Records Notice (SORN) for the system of records. NRCS maintains producer records in Landowner, Operator, Producer, Cooperator, or Participant Files in field offices and various software platforms (including but not limited to Conservation Desktop, Protracts, and the National Easement Staging Tool (NEST)); these records may be shared per terms of this Part as required to support RCPP project implementation.

VII. Responsibilities

a. The agency agrees to:

1. Provide the protected data that has been approved for disclosure under Part D2 and the associated agreement, as described above, or authorize the collection of such information directly from the producer or owner of agricultural land; and
2. Deliver protected data to the cooperating entity in a timely and efficient manner.

b. The cooperating entity agrees:

1. Not to disclose the protected information described above to anyone—

A. not covered by this agreement; and

B. providing technical or financial assistance under a USDA program, except as provided below.

2. To use the protected data only to perform work that is directly connected to providing *technical and financial* assistance with respect to this RCPP Project. Use of the protected data to perform work that is not directly connected to the Regional Conservation Partnership Program (RCPP) is expressly prohibited.

3. Not to transfer protected information to any other individual or organization that is not directly covered by this MOU.

4. To internally restrict access to the protected data to only those individuals within the organization that have a demonstrated need to know the protected data in order to perform work on this RCPP project.

5. To notify about their obligation to abide by the terms of this MOU:

A. all current members or staff of the organization who will have access to the protected data prior to providing such access;

B. any new member or staff of the organization if that individual will be provided access to the protected data; and

C. all members or staff with access to the protected data at least twice annually to remind them of this continuing obligation.

c. The cooperating entity acknowledges the following binding restrictions:

1. Data provided in support of Part D2 is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes including the Privacy Act of 1974 (5 U.S.C. 552a - as amended), the Freedom of Information Act (5 U.S.C. § 552 - as amended), Section 1244 of the Food Security Act of 1985 (16 U.S.C. 3844), and Section 1619 of the Food, Conservation and Energy Act of 2008 (7 U.S.C. 8791).

2. Unauthorized use/unauthorized disclosure of the protected data may be a violation of applicable Federal statutes. The cooperating entity may be held contractually, administratively, civilly, and/or criminally liable if the cooperating entity discloses the protected data in violation of the applicable Federal statutes.

3. The provisions in Sec. 1619 are continuing obligations. Even when *Lead Partner* is no longer a cooperating entity, (whether through expiration or termination of the agreement) or when individuals currently affiliated with the cooperating entity leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Sec. 1619.

4. Protected information provided under this agreement cannot be released under any state law or at the order of any state official or court, including under the state's "sunshine law," "open records act," and/or version of the Freedom of Information Act. If at the time of this MOU, or at any subsequent time, any state law is interpreted to be inconsistent with this requirement, or any state official orders the release of protected information under this MOU, the cooperating entity will immediately notify the agency.

VIII. Amendments

a. This agreement may be amended at any time by the mutual written agreement of the parties.

IX. Termination and Expiration

a. Effective Period

1. Part D2 will be in effect on the date of the final signature and shall continue until the end of the Programmatic Partnership Agreement to which is it attached.

2. Part D2 will be reviewed each year until the expiration date of the Programmatic Partnership Agreement.

3. Should the need for this agreement continue beyond the identified effective period, this agreement shall be reviewed, updated as necessary, and revalidated prior to the identified expiration date. The extension of this agreement shall be documented in an appropriate addendum or new privacy agreement that is signed by both parties.

b. This Agreement may be terminated:

1. Immediately by the agency if:

A. it believes that the cooperating entity has disclosed protected data in violation of Sec. 1619;

B. it believes that the cooperating entity has used the protected data for any purpose that is not directly connected to the (replace with the name of the USDA program); or

C. the cooperating entity is no longer a USDA Cooperator requiring access to data protected by Sec. 1619.

2. Immediately at the request of the cooperating entity. If possible, notice of at least thirty calendar days shall be provided to the agency prior to the date of termination for the Memorandum.

3. At any time by the mutual written agreement of the agency and the cooperating entity or independently by the agency or the cooperating entity with a 30 calendar day written notice between both parties.

If this agreement is terminated, potential impacts to RCPP projects will be evaluated and NRCS will work collaboratively with Lead Partner to maintain viability of this partnership agreement to which Part D2 is attached, guided by RCPP policy and terms of Part D as a whole.

c. Use of the protected data for any purpose is expressly prohibited when the cooperating entity is no longer a cooperating entity. When Lead Partner is no longer a cooperating entity, any protected data provided under this MOU must be immediately destroyed. Lead Partner shall provide to the agency written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.

Signature of the cooperating entity and the Date Signed



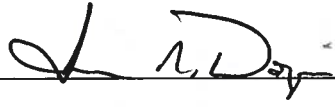
Name, Title Matthew C. Newell, P.E.
Public Works Director

1-20-23

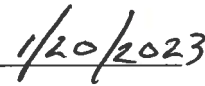
Date

Signature of the *Natural Resources Conservation Service* Approving Official and the Date Sign

After reviewing this agreement, I have determined that the protected information will not be subsequently disclosed, and that it meets the requirements for an authorized disclosure under Section 1619 of the Food, Conservation and Energy Act of 2008.

_____

Name, Title

_____

Date

If any variance from template above is requested, USDA FPAC Privacy Officer Signature is required.

Signature of the Farm Production and Conservation Privacy Officer and the Date Signed

Name, Title

Date

Section 1619 (7 U.S. C. § 8791). INFORMATION GATHERING.

(a) **GEOSPATIAL SYSTEMS.**—The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) **LIMITATION ON DISCLOSURES.**—

(1) **DEFINITION OF AGRICULTURAL OPERATION.**—In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) **PROHIBITION.**—Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) **AUTHORIZED DISCLOSURES.**—

(A) **LIMITED RELEASE OF INFORMATION.**—If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

Public Works

DATE: 3/9/2023

MEMO: 2023-24

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2344 Mesa Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 2344 Mesa Drive be approved.

BACKGROUND: The subject property is being annexed due to water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2344 Mesa Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2344 MESA DRIVE**

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

LOT FIFTEEN (15) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.
SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-201-009

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of April 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Joyce Cecil

David R Cecil

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2344 Mesa Drive, and legally described as follows:

LOT FIFTEEN (15) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-201-009

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Joyce Cecil

Joyce Cecil

2344 Mesa Decatur IL

David R Cecil

DAVID R CECIL

2344 Mesa

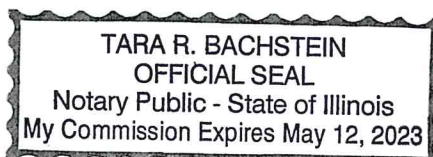
Decatur IL 62521

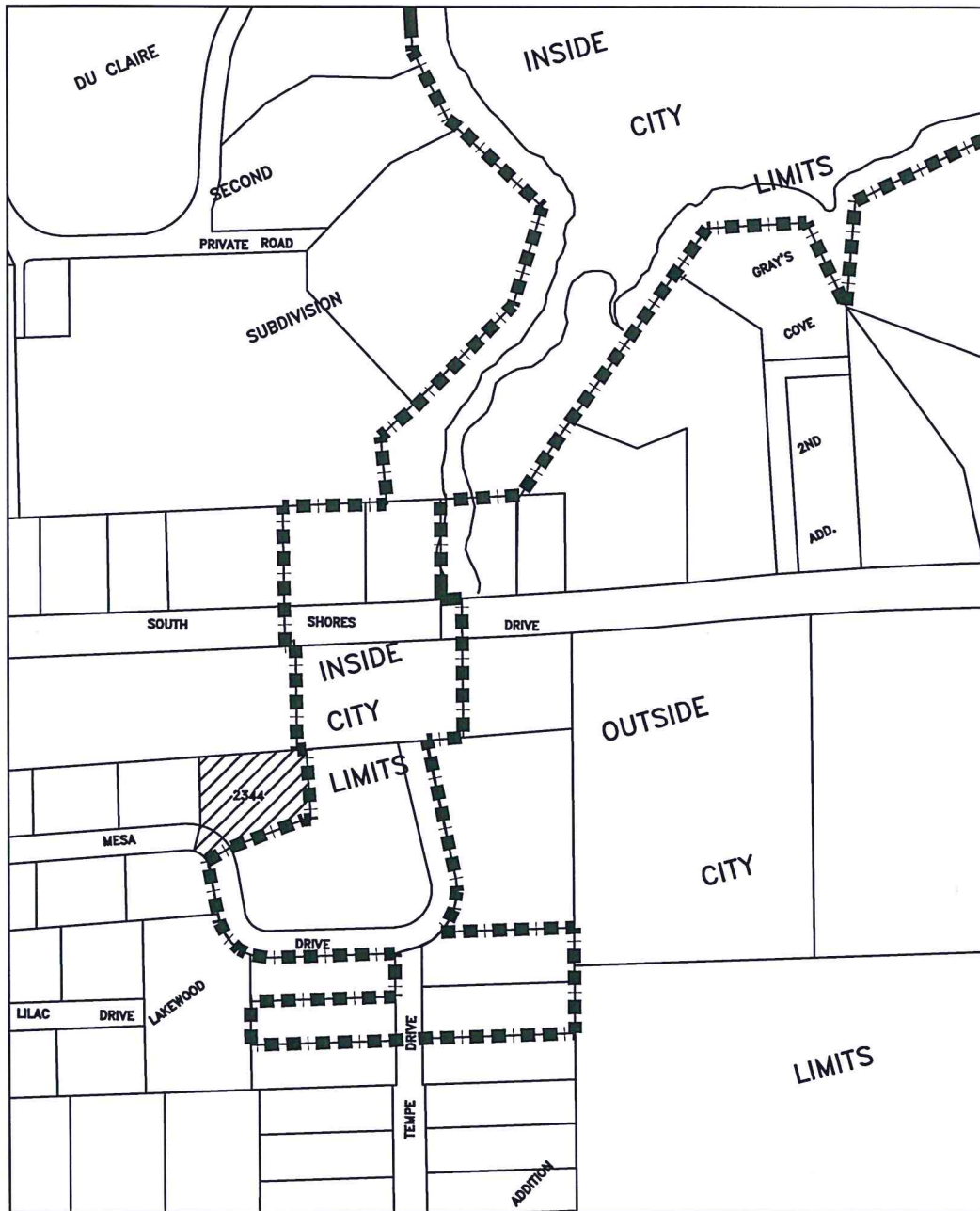
Signed and sworn to before me this 8th day of March, 2023

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2344 MESA DRIVE



indicates territory annexed



indicates existing corporate limits

0.69± acres

AREA 0.00107± sq. miles

50 lin. ft. of public road

SOUTH WHEATLAND township



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Public Works

DATE: 3/17/2023

MEMO: 2023-28

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Property south of 2225 South Taylor Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing property south of 2225 South Taylor Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Property South of 2225 South Taylor Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING PROPERTY SOUTH OF 2225 SOUTH TAYLOR ROAD

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

Tract 1: The North 22 feet of the East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) in Section Twenty-eight (28), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian. Situated in Macon County, Illinois.

Tract 2: The South 414 feet of the North 436 feet of the East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) in Section Twenty-eight (28), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian; EXCEPT the East 220 feet of the North 99 feet thereof and also EXCEPT the East 220 feet of the South 99 feet thereof. Situated in Macon County, Illinois.

Vacant Land south of 2225 South Taylor Road.

PIN # 17-12-28-176-004

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of April 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as Taylor Rd (Vacant Land), Decatur, IL 62521, and legally described as follows:

Tract 1: The North 22 feet of the East Half (E½) of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) in Section Twenty-eight (28), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian. Situated in Macon County, Illinois.

Tract 2: The South 414 feet of the North 436 feet of the East Half (E½) of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) in Section Twenty-eight (28), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian; EXCEPT the East 220 feet of the North 99 feet thereof and also EXCEPT the East 220 feet of the South 99 feet thereof. Situated in Macon County, Illinois.

Commonly known as Taylor Rd (Vacant Land), Decatur, IL 62521

PIN # 17-12-28-176-004

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Danica B. Trimby

Danica B Trimby

1820 S Phyllis Dr

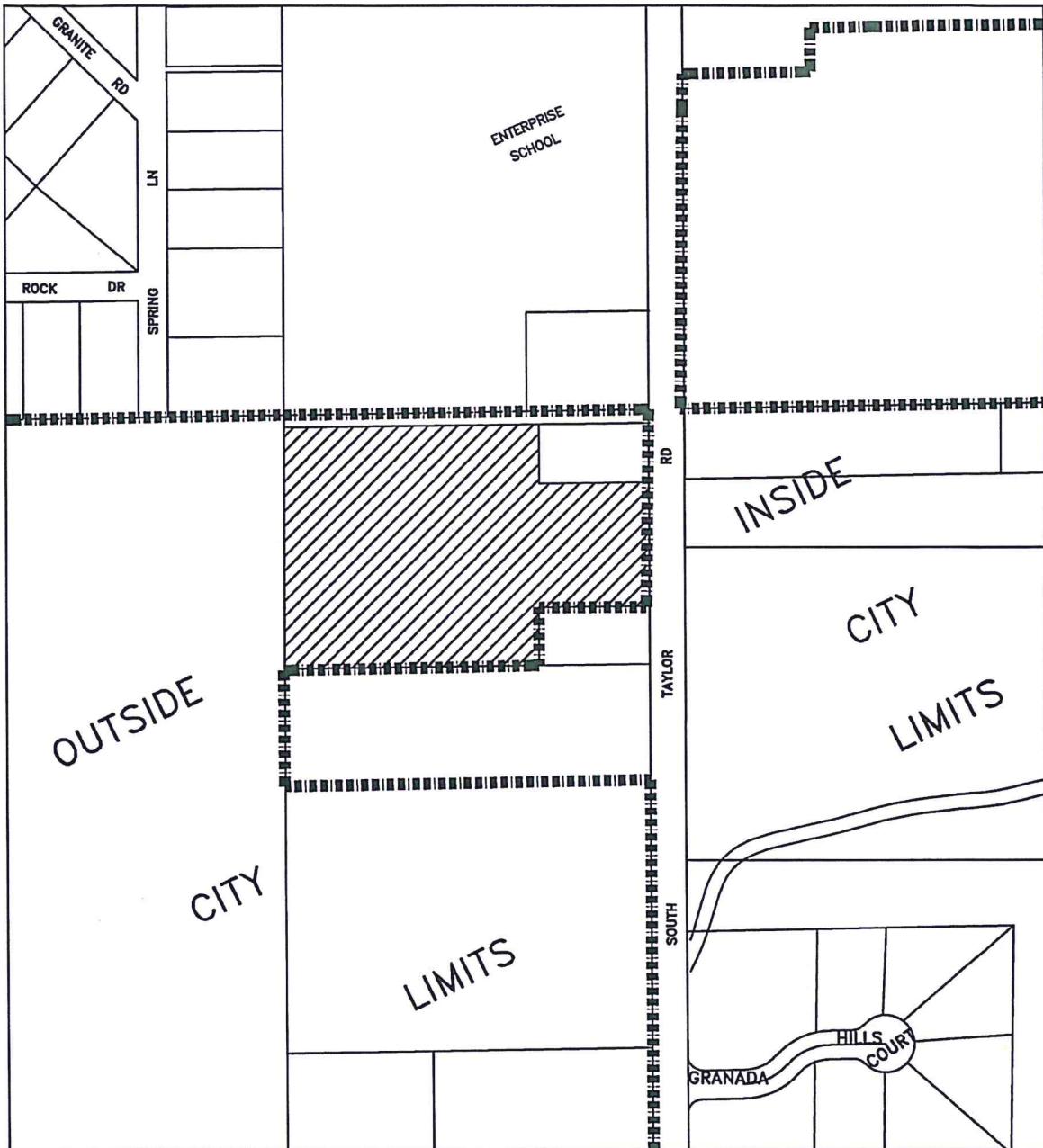
Decatur, IL 62521



(Rev. 1/2019)

Signed and sworn to before me 15th day of March, 20 23

Naomi R. Burcham
Notary Public



S TAYLOR ROAD (VACANT LOT)



indicates territory annexed

indicates existing corporate limits

5.27± acres

AREA 0.0082± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



3-17-23

All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

City Clerk

DATE: 3/30/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Accepting the Bid and Awarding a Contract to Waste Management of Illinois, Inc. for Garbage Service at City Facilities

SUMMARY RECOMMENDATION: It is recommended that the proposal from Waste Management for regular collection and disposal of solid waste via roll-off dumpster containers from various city facilities be approved.

BACKGROUND: This is a routine service for which the city contacts every year. The city bid the services twice in an effort to get more participation from area haulers; but both times only Waste Management submitted a proposal. I believe we will be able to get GFL to bid next year; so the contract before the City Council is for one year only.

ATTACHMENTS:

Description	Type
Resolution	Cover Memo
Bid Tab	Backup Material
Request for Quote	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AWARDING A CONTRACT
TO WASTE MANAGEMENT OF ILLINOIS, INC. FOR
GARBAGE SERVICE AT CITY FACILITIES**

WHEREAS, the City of Decatur solicited private garbage haulers for pricing for services to provide garbage service for the City of Decatur facilities beginning from present to October 14, 2024.

WHEREAS, Waste Management of Illinois, Inc. was the only respondent.

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

Section 1. That the bid be accepted from Waste Management of Illinois, Inc. and a contract awarded accordingly.

Section 2. That the City Manager, or designee, is hereby, authorized and directed to execute any documents necessary to effectuate this provision of service with Waste Management of Illinois, Inc. as presented.

PRESENTED AND ADOPTED this 3rd day of April, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Project Name: Garbage Service City Buildings Bid Date: March 8, 2023 Time: 4:00 p.m.				Waste Management Chicago, IL	
	Description	QTY.	Unit	Unit Price	Total
	City Buildings - Monthly Service				
	frequency as indicated in bid specs				
	Parking Garage C	12	ea	\$72.97	\$875.64
	Fire Station #1	12	ea	\$107.34	\$1,288.08
	Lake Management	12	ea	\$262.42	\$3,149.04
	Decatur Civic Center	12	ea	\$379.55	\$4,554.60
	South Water Treatment Plant	12	ea	\$107.34	\$1,288.08
	Municipal Service Center	12	ea	\$342.31	\$4,107.72
	Decatur Public Library	12	ea	\$347.27	\$4,167.24
	Decatur Mass Transit-Wood St	12	ea	\$197.55	\$2,370.60
	Decatur Mass Transit-William St	12	ea	\$95.57	\$1,146.84
	Decatur Police Department	12	ea	\$107.34	\$1,288.08
	Total				\$24,235.92
	Additional Monthly Charges				
	Landscape Waste - May-October				
	Fire Station #1	6	ea	\$22.03	\$132.18
	Decatur Public Library	6	ea	\$60.09	\$360.54
	Decatur Civic Center	6	ea	\$60.09	\$360.54
	Total				\$853.26

TOTAL

\$25,089.18

No bid:

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by
As Requested

Quote due back
March 8, 4:00 p.m.

Request for Quotation
(This is not an order)

Date: 2/28/2023

Attn:
Jessica Coleman

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.
****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name

WASTE MANAGEMENT OF ILLINOIS, INC. (WM)

By (Signature)

David M. Schaab Municipal Marketing Manager March 7, 2023

Official Title

Date

TERMS
Net 30 days

F.O.B.
Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Garbage Service for City of Decatur facilities from Present – October 14, 2024. See attached specifications.		

GARBAGE SERVICE SPECIFICATIONS

Service must be provided by licensed garbage haulers only.

DURATION OF CONTRACT

The City intends to award a two-year contract to the successful bidder to provide garbage service for the City of Decatur facilities beginning from present to October 14, 2024.

FREQUENCY/HOURS OF COLLECTION

Collection shall not start before 7:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall occur only by prior permission of the City. Vendor shall contact the contact person(s) listed for the location requiring the collection exception. Collection shall be made at the frequency listed for each City of Decatur location. Yard Waste collection shall be during the season beginning on or about May 1 and continuing through October 31, weather permitting. Vendor shall contact the appropriate City employee(s) should any receptacle be inaccessible on collection day. City employees shall make receptacle accessible, and collection will occur on next scheduled collection day. Vendor will supply City with schedule for all location pick up times/dates as listed below.

HOLIDAYS

When a Holiday falls on the day that collection will normally be made, each subsequent collection day will be delayed on day. It shall be the vendor's responsibility to inform the City in a timely manner of any change in the collection schedule as a result of a Holiday. Notification can be made to the Purchasing Department for distribution to all departments/locations.

LOCATIONS-GARBAGE AND RECYCLING

<u>Parking Garage "C"</u>	<u>101 S. Franklin</u>
Once Per week	(Qty 1) 2 cu. yard container (Garbage)
<u>Fire Station #1</u>	<u>1415 N. Water</u>
Once Per Week	(Qty 1) 4 cu. yard container (Garbage) (Qty 1) 96 gal. container (Recycling)
<u>Lake Management</u>	<u>1101 South Lake Front Rd.</u>
Three Times Per Week	(Qty 1) 4 cu. yard container (Garbage)

LOCATIONS-GARBAGE AND RECYCLING (continued)

<u>Decatur Civic Center</u>	<u>#1 Gary K. Anderson Plaza</u>
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BIDDER'S PROPOSAL

TO: Purchasing Supervisor, City of Decatur

I/WE WASTE MANAGEMENT OF ILLINOIS, INC. (WM), propose to furnish garbage, recycling, and landscape waste services in accordance with noted specification, with deviations (if any) and to accept in compensation therefore the price indicated below.

PLEASE SEE "NOTE" FOR PRICE INFORMATION

ATTACHMENT

Attach completed "Bidder's Proposal" and price per specifications listed herein.

<u>LOCATIONS-GARBAGE AND RECYCLING</u>	<u>MONTHLY CHARGE</u>
Parking Garage "C" 101 S. Franklin	\$ <u>72.97</u>
Fire Station #1 1415 N. Water	\$ <u>107.34</u>
Lake Management 1101 South Lake Front Rd.	\$ <u>262.42</u>
Decatur Civic Center #1 Gary K. Anderson Plaza	\$ <u>379.55</u>
South Water Treatment Plant 1155 S. Martin Luther King Jr. Dr.	\$ <u>107.34</u>
Municipal Service Center 2600 N. Jasper Street	\$ <u>342.31</u>
Decatur Public Library 130 N. Franklin	\$ <u>347.27</u>
Decatur Mass Transit 555 E. Wood Street	\$ <u>197.55</u>

LOCATIONS-GARBAGE AND RECYCLING (cont.) MONTHLY CHARGE

Decatur Mass Transit
353 E. William \$ 95.57

Decatur Police Department
707 South Side Dr. \$ 107.34

LOCATIONS-LANDSCAPE WASTE ADDITIONAL MONTHLY
(Seasonal May 1 – October 31) CHARGE

Fire Station #1
1415 N. Water \$ 22.03

Decatur Public Library
130 N. Franklin \$ 60.09

Decatur Civic Center
#1 Gary K. Anderson Plaza \$ 60.09

NOTE Rates presented above are for current date through October 14, 2023. Rates will increase 5% for term October 15, 2023 through October 14, 2024. Any PO extension beyond October 14, 2024 will require a 5% rate increase.

REJECTION/AWARD

The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City.

DEADLINE

Bids will be accepted until March 8, 2023 at 4:00 p.m. at the Purchasing Office, 1st floor, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523 or by email at purchasing@decaturil.gov.

BID IDENTIFICATION

Mark outside of bid envelope "Garbage/Recycling Service for City Buildings"

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as email, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed or emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

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

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is in default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

019 BID OPENING

All formal bids are opened in public by the Purchasing Supervisor or designated representative, at the stated time, date, and place included in the Invitation to Bid. Bidders, interested reporters and the public are allowed and encouraged but not required to attend the formal bid opening. The bidder's name and amount of each bid are read aloud and recorded. No decisions relating to the award of the contract will be made at the opening.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders **MUST** respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

042 LICENSES & PERMITS

It shall be the responsibility of the successful bidder to obtain at no additional cost to the City of Decatur any and all licenses and permits required to complete this bid. These licenses and permits shall be readily available for review by the Purchasing Supervisor or designated representative.

048 CERTIFICATE OF INSURANCE

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

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

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

Employers Liability

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

COMMERCIAL GENERAL LIABILITY

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

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

COMMERCIAL AUTOMOBILE LIABILITY:

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
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The policy shall cover owned, nonowned, and hired vehicles.

CERTIFICATE:

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

NOTICE:

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

049 HOLD HARMLESS CLAUSE

The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained by reason of or as a result of the products or services supplied. Contractor's insurance will be primary.

BID SIGNATURE PAGE

If a Corporation

Corporate Name

WASTE MANAGEMENT OF ILLINOIS, INC. (WM)

By Registered Agent:

David M. Schaab Municipal Marketing Manager, Representative

Business Address:

Signature (please sign in ink) **Print Name**
1145 Bear Road 11
Street **Illinois** **62522**
City **State** **Zip**
309-208-2221
Area Code **Telephone Number** Registered Agent information attached

Name of Officers:

PLEASE REFER TO ATTACHED LISTING
President **Address**
Vice President **Address**
Secretary **Address**
Treasurer **Address**

Sole Proprietor

Firm Name

Signature of Bidder:

Business Address:

Signature (please sign in ink) **Print Name**
Street
City **State** **Zip**
Area Code **Telephone Number**

If a Partnership

Firm Name

By:

Business Address:

Signature (please sign in ink) **Print Name**
Street
City **State** **Zip**
Area Code **Telephone Number**

**Name of all
Members of Firm**

Name **Address**
Name **Address**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Illinois)
COUNTY OF Peoria) SS.

David M Schaab, BEING FIRST DULY

SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
Representative, the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

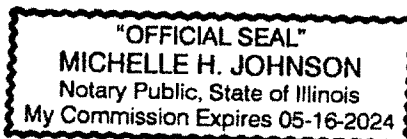
David M. Schaab

Municipal Marketing Manager
Title

Subscribed and sworn to before me this 6th day of March,
2023.

Michelle H. Johnson
Notary Public
Title

My Commission expires 5/16/2024.



EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)

Waste Management of Illinois, Inc.

OFFICERS AND DIRECTORS

January 17, 2022

Mr. Robert J. Bickel	Director	Director	01/07/2022	--	--
Mr. Robert J. Bickel	Director	Director	11/10/2014	06/07/2021	--
Mr. Robert J. Bickel	President	Officer	01/07/2022	--	--
Mr. Robert J. Bickel	Vice President and Assistant Treasurer	Officer	09/01/2012	06/07/2021	--
Mr. Robert J. Bickel	Vice President and Assistant Secretary	Officer	11/02/2020	06/07/2021	--
Mr. Robert J. Bickel	Vice President, Chief Financial Officer and Controller	Officer	11/29/2017	06/07/2021	--
Mr. Robert J. Bickel	Vice President and Treasurer	Officer	07/31/2017	06/07/2021	--
Mr. Robert J. Bickel	Vice President	Officer	07/08/2021	--	--
Mr. Robert J. Bickel	Vice President and Secretary	Officer	11/10/2014	06/07/2021	--
Mr. Robert J. Bickel	Vice President	Officer	05/11/2010	06/07/2021	--
Mr. Robert J. Bickel	Vice President	Officer	09/26/2014	06/07/2021	--
Mr. Robert J. Bickel	Assistant Treasurer	Officer	07/31/2017	06/07/2021	--
Mr. Robert J. Bickel	Assistant Secretary	Officer	11/10/2014	06/07/2021	--
Mr. Robert J. Bickel	Assistant Secretary	Officer	11/10/2014	06/07/2021	--



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)
1/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
INSURED	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING WASTE MANAGEMENT OF ILLINOIS, INC. - DECATUR 1145 BEAR RD DECATUR IL 62522	INSURER A : Indemnity Insurance Co of North America	NAIC # 43575
1300299		INSURER B : ACE American Insurance Company	22667
		INSURER C : ACE Fire Underwriters Insurance Company	20702
		INSURER D : ACE Property and Casualty Insurance Company	20699
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 19228089 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	HDO G72955924	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	MMT H25575308	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	XEU G3279242 008	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLR C70311094 (AOS) WLR C70311057 (AZ,CA & MA) SCF C70311136 (WI)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	☒ STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H25575350	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMPEN) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

19228089

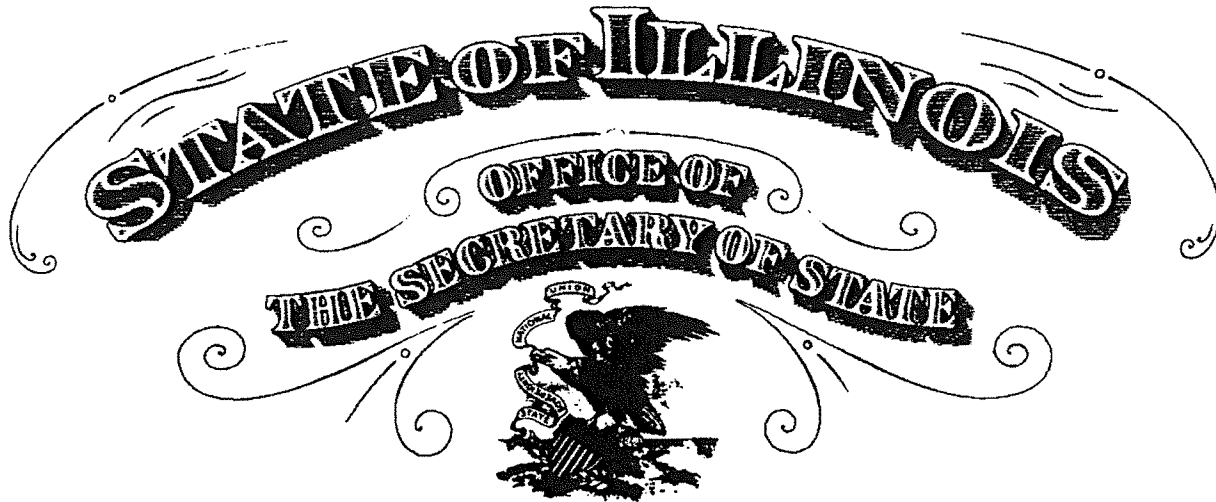
THE CITY OF DECATUR, ILLINOIS
DEPARTMENT OF FINANCE/LICENSING
#1 GARY K. ANDERSON PLAZA
DECATUR IL 62523

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

File Number

2148-499-7



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

WASTE MANAGEMENT OF ILLINOIS, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 23, 1968, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of JANUARY A.D. 2023 .

Authentication # 2301103450 verifiable until 01/11/2024
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description

Type

Civil Service Commission Minutes of
February 7, 2023

Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
February 7, 2023

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Greg Spain
COMMISSIONER Sheri Hagen
COMMISSIONER Amy Spry
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley
DIRECTOR OF HUMAN RESOURCES French Wilson
ABSENT: VICE CHAIR Todd Ray
COMMISSIONER Tony Wilkins

Call to Order

Chair Spain called the meeting to order at 11:35 a.m.

Roll Call

Three out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizens provided comments to the Commission: Abeer Motan, Mike Taylor, Paul Higar, and Jeremy Ruderman.

The Minutes of the December 6, 2022, regular meeting were presented. Commissioner Hagen moved that the December 6, 2022, regular meeting minutes be approved, seconded by Commissioner Spry and upon call of the roll, Commissioner Spry, Commissioner Hagen and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Hagen moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Spry and upon call of the roll, Commissioner Hagen, Commissioner Spry, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Hagen moved to return to Open Session, seconded by Commissioner Spry, and upon call of the roll, Commissioner Hagen, Commissioner Spry, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Parking Enforcement Officer, Commissioner Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioner Spry, Commissioner Hagen, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Parts Person/Dispatcher, Commissioner Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioner Hagen, Commissioner Spry, and Chair Spain voted aye.
- C. Authorization Request to Approve Final Scores & Eligible Register for Buyer, Commissioner Spry moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioner Hagen, Commissioner Spry, and Chair Spain voted aye.

Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Register Parts Person/Dispatcher, Commissioner Spry moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioner Hagen, Commissioner Spry, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Eligible Register for Service Worker, Commissioner Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioner Spry, Commissioner Hagen, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Job Announcement & Establish Eligible Register for Office Support Representative, Commissioner Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioner Spry, Commissioner

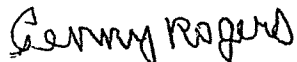
Hagen, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

- D. Authorization Request to Begin Process of Testing for Fire Inspector, Commissioner Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioner Hagen, Commissioner Spry, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.
- E. Receiving and Filing of Personnel Actions – Commissioner Hagen moved that the appointments, promotions, oral reprimands, civil service status, requests for leave, relinquish position, probationary terminations, resignations and retirements be received, placed on file, and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioner Spry, Commissioner Hagen, and Chair Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

There being no other business, Commissioner Spry moved to adjourn the meeting, seconded by Commissioner Hagen and upon call of the roll, Commissioner Hagen, Commissioner Spry, and Chair Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 12:02 p.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary