



**Monday, March 16, 2020
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 who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of February 24, 2020 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Motion Adopting City Council Policies
3. Ordinance Amending Zoning Ordinance - Section XXI. Exceptions to Height and Area Requirements
4. Ordinance Rezoning Property from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District - 500 to 800 Blocks of West Eldorado Street
5. Resolution Authorizing an Amendment to the Services Agreement with Johnson Controls, Inc. for HVAC Improvements at the Decatur Public Library
6. Resolution Authorizing the Purchase of 1980 North Brush College Road for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-00933
7. Resolution Authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR
8. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for Decatur Public Transit System Concrete Bus Shelter Pad Improvement Project, City Project 2019-17

9. Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the Meadowlark Bridge / Caterpillar Ditch (SN 058-6022) City Project 2020-02 Section No. 20-00002-00-BR
10. Resolution Authorizing A Professional Engineering Services Agreement with Clark Dietz, Inc. to Perform Bridge Design Services for the Meadowlark Bridge / Caterpillar Ditch (SN 058-6022) City Project 2020-02 Section No. 20-00002-00-BR
11. Resolution Authorizing Change Order No. 1 to the Professional Services Agreement with Hanson Professional Services Inc. for Lake Decatur Dam Gates Evaluation City Project 2019-40
12. Resolution Accepting the Bid Price of Schimmer Ford Lincoln Hyundai for the Purchase of Six (6) 2020 Ford Explorer Police Interceptor Vehicles
13. Resolution Authorizing Weed Removal Contract Jandi Services
14. Resolution Authorizing Weed Removal Contract Azuish Enterprise LLC
15. Resolution Authorizing Weed Removal Contract Phillip Turner
16. Resolution Authorizing Weed Removal Contract Brad Franzen
17. Ordinance Annexing Territory Entirely Surrounded by the City Limits-2333, 2305, 2251 Captain Ln, 2294, 2278, 2242, 2263 Wilcox Ln, 3424, 3409, 3373, 3355, 3331 Sullivan Dr
18. Ordinance Annexing Territory Entirely Surrounded by the City Limits-2324 Dunes Dr
19. Ordinance Annexing Territory Entirely Surrounded by the City Limits-3338, 3335, 3345 Desert Inn Rd, 2233, 2221 Sands Dr
20. Ordinance Annexing Territory Entirely Surrounded by the City Limits-4115, 4116 N Doneta Ave (AKA 4115, 4116 Doneta Ave)
21. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Resolution Regarding Temporary Closure of Certain Downtown Sidewalks - Decatur Celebration
 - B. Resolution Receiving and Filing the 2019 Official Zoning Map
 - C. Resolution Approving Appointment - Electrical Commission
 - D. Receiving and Filing of Minutes of Boards and Commissions
 - E. Ordinance Annexing Territory 3290 Burt Drive
 - F. Ordinance Annexing Territory 3322 Burt Drive
 - G. Ordinance Annexing Territory 4160 Dean Drive
 - H. Ordinance Annexing Territory 3205 Las Vegas Drive
 - I. Ordinance Annexing Territory 4250 Needle Road

- J. Ordinance Annexing Territory 3708 Ravina Park Road
- K. Ordinance Authorizing Consumption of Alcoholic Liquor 2100 Block
East Cantrell Street Between 21st Street and 22nd Street - Wild Dog
Saloon- Russ Garver Benefit

VI. Other Business

- VII.** Recess to Closed Executive Session under Open Meetings Act Section 2 (c) (5)
for the purpose of discussing the purchase or lease of real property for the use of
the public body.

VIII.Adjournment

Monthly Reports for February, 2020

SUBJECT: Approval of Minutes of February 24, 2020 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of February 24, 2020 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, February 24, 2020

On Monday, February 24, 2020 the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Bill Faber. 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.

IT Director Jim Edwards gave a brief overview of the time clock that was installed in the Council Chamber to manage citizen comment.

The following individuals provided comments to the Council: Marc Girdler and Cameron Williams.

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

The minutes of the February 3, 2020 City Council meeting and February 10, 2020 Special City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

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

Finance Director Gregg Zientara presented the Treasurer's Financial Report.

R2020-22 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Co., Inc. for 2020 Annual Water Main Replacement Project, Hillcrest Subdivision, City Project 2020-10, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

Public Works Director Matt Newell responded to questions from Council regarding Minority Business Enterprise goals; it was noted that a City Council study session will be held in the future to discuss Minority Business Enterprise and related topics.

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

R2020-23 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2020 Annual Valve & Hydrant Replacement Project, Various Locations, City Project 2020-23, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Mr. Marc Girdler approached the podium and asked to speak.

A discussion was held by Council regarding the Public Participation Rules and Procedures adopted by Council at the February 3, 2020 City Council meeting.

Councilman Faber made a motion to suspend the Public Participation Rules and Procedures until the community has time to adjust to the new rules, seconded by Councilman Horn.

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

Upon call of the roll of the Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2020 Annual Valve & Hydrant Replacement Project, Various Locations, City Project 2020-23, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2020-24 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for Annual Street Restoration City Project 2020-08, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Public Works Director Matt Newell responded to questions from Council regarding cold in-place recycling and the project timeframe.

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

R2020-25 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, a Division of Tyrolt, Inc. for 2020 Local Motor Fuel Tax Street

Improvement Project, City Project 2020-25, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

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

R2020-26 Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to Improvement of Portions of Various Public Highways in Macon County, Illinois, Between the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

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

2020-37 Ordinance Regulating Encroachment on Public Right-of-Way in the City of Decatur, Macon County, Illinois U.S. 36 (Eldorado Street) from its Intersection with 19th Street East to Approximately 0.4 Miles East of its Intersection with Airport Road in Decatur, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the following three Ordinances as they relate to the same project.

Public Works Director Matt Newell provided additional information on the projects.

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

R2020-27 Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvement of U.S. 36 (Eldorado Street) from its intersection with 19th Street to Approximately 0.4 Miles East of Airport Road by Municipality Under the Illinois Highway Code City Project 2019-36 Section No.19-00936-00-TL, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

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

R2020-28 Resolution Authorizing an Agreement with the State of Illinois for Improvements to U.S. 36 (Eldorado Street) from its Intersection with 19th Street East to Approximately 0.4 Miles East of its Intersection with Airport Road City Project 2019-36, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

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

R2020-29 Resolution Authorizing Amendment No. 1 to the City and State Agreement for the Improvement of U.S. 36 (Eldorado Street) from Fairview Avenue to Church Street Section NO. 19-00932-00-TL City Project 2019-32, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

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

R2020-30 Resolution Authorizing the Purchase of Twelve Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

Deputy Chief Pruitt explained the purpose and primary function of the Preemption System.

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

R2020-31 Resolution to Appropriate Motor Fuel Tax Funds to Pay the City's Portion to Improve Taylor Road Bridge Over Ward Branch SN: 058-6002 City Project 2018-05, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the following two Resolutions as they both relate to Taylor Road Bridge.

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

R2020-32 Resolution Authorizing a Local Public Agency Agreement for Federal Participation with the State of Illinois to Improve the Taylor Road Bridge over Ward Branch SN: 058-6002 City Project 2018-05, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

R2020-33 Resolution Accepting the Bid Price of Bob Ridings Inc. for the Purchase of One (1) 2020 Ford F-250 Pickup Truck with a Lift Gate and Snowplow, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Public Works Director Matt Newell gave an overview of the Resolution and responded to questions from Council regarding the use of the pickup truck.

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

R2020-34 Resolution Authorizing the Purchase of Peristaltic Hose Pump from Vandevanter Engineering Co. for the South Water Treatment Plant, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Public Works Director Matt Newell gave an overview of the Resolution.

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

R2020-35 Resolution Authorizing a Professional Engineering Services Agreement with Northwater Consulting Inc. for Lake Decatur Watershed Management Plan Phase 1 City Project 2019-38, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution and responded to questions from Council regarding strategies to reduce future sediment going into Lake Decatur.

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

R2020-36 Resolution Authorizing the Execution of a Grant Agreement with the Federal Transit Administration and Operating Administration of the United States Department of Transportation, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

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

R2020-37 Resolution Amending the Contract with Christy-Foltz, Inc. for the Fire Station No. 5 Construction Project, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

Deputy Chief Pruitt explained that the change order is necessary because of modifications in the construction of the project.

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

R2020-38 Resolution Authorizing the Execution of a Purchase Order with Pierce Manufacturing for the Repair of a City of Decatur Ladder Truck, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

Deputy Chief Pruitt explained that Pierce Manufacturing has been experiencing a rust issue with several of their trucks and answered questions from Council.

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

R2020-39 Resolution Authorizing Payment of the Invoice from the Macon County Law Enforcement Training Center for the Cost of New Police Recruit Officer Academy Training, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

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

R2020-40 Resolution Accepting the Bids and Authorizing the Execution of Purchase Orders for Furnishing Ammunition to the Decatur Police Department, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

Deputy Chief Walker noted that the department will explore a joint purchasing agreement for bulk ammunition.

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

2020-38 Ordinance Amending City Code Chapter 70 - Property Maintenance Code, Sections 8, 9, 10, 11, 12, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council.

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

R2020-41 Resolution Approving Planned Fiber Extension Routes documented on the submitted Municipal Fiber Optic Network Map, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the Resolution.

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

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

Item A. 2020-39 Ordinance Annexing Territory 2490 Captain Lane

Item B. 2020-40 Ordinance Annexing Territory 3305 Las Vegas Drive
Item C. 2020-41 Ordinance Annexing Territory 1790 Plainview Street
Item D. 2020-42 Ordinance Annexing Territory 1951 North Sunnyside Road
Item E. 2020-43 Ordinance Annexing Territory 1960 North Sunnyside Road
Item F. 2020-44 Ordinance Annexing Territory 4170 North Taylor Road
Item G. 2020-45 Ordinance Annexing Territory 2250 Thunderbird Drive
Item H. 2020-46 Ordinance Annexing Territory 2254 Thunderbird Drive
Item I. 2020-47 Ordinance Annexing Territory 3660 Catherine Street
Item J. 2020-48 Ordinance Annexing Territory 4146 Dean Drive
Item K. 2020-49 Ordinance Annexing Territory 1919 North Sunnyside Road
Item L. 2020-50 Ordinance Annexing Territory 2436 Wilcox Lane
Item M. R2020-42 Resolution Approving Appointment - Electrical Commission

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

Mayor Moore Wolfe called for Other Business.

City Manager Wrighton announced that the March 2, 2020 City Council meeting may be cancelled. In the event that the meeting is cancelled, the next regular scheduled City Council meeting will be held on March 16, 2020 followed by a City Council study session on March 23, 2020.

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

Mayor Moore Wolfe declared the Council meeting adjourned at 6:43 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Financial report	Cover Memo



Fiscal Year 2020

Fiscal Period Ending February 2020

City of Decatur

Treasurer's Financial Report

Report Distribution:

***Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk***

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: February 2020

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	8,296,671.37	5,260,695.19	4,273,523.30	(7,865.37)		9,275,977.89		9,275,977.89	0.00
17	Special Revenue Funds HOME FUND	58,170.72	7,349.86	2,353.17	0.00		63,167.41		63,167.41	
18	CDBG FUND	6,590.33	116,653.79	114,203.20	0.00		9,040.92		9,040.92	
22	DUATS FUND	334.80	271,432.21	208,565.78	0.00		63,201.23		63,201.23	
25	STATE DRUG ENFORCEMENT	203,516.64	31,530.25	8,929.72	2,600.00		228,717.17		228,717.17	
26	DUI FINES AND FEES FUND	229,506.68	6,263.35	24,727.00	0.00		211,043.03		211,043.03	
27	POLICE LAB & PROGRAMS	209,759.52	310.78	19.12	0.00		210,051.18		210,051.18	
30	FEDERAL DRUG ENFORCEMENT	132,237.43	85.34	0.00	(2,600.00)		129,722.77		129,722.77	
34	BUILDING FUND	930,822.93	48,452.63	265,948.27	0.00		713,327.29		713,327.29	
35	LIBRARY FUND	1,174,592.39	52,788.81	279,410.42	0.00		947,970.78		947,970.78	
36	MUNICIPAL BAND FUND	34,835.41	1,079.61	575.50	0.00		35,339.52		35,339.52	
37	FOREIGN FIRE INSURANCE FUND	199,065.59	141.45	18,385.51	0.00		180,821.53		180,821.53	
42	LOCAL STREETS & ROADS	2,154,046.75	145,714.34	598,559.84	0.00		1,701,201.25		1,701,201.25	
46	MOTOR FUEL TAX FUND	1,997,792.58	237,956.94	624,661.66	0.00		1,611,087.86		1,611,087.86	
58	LIBRARY CAPITAL	331,333.64	215.95	0.00	0.00		331,549.59		331,549.59	
59	LIBRARY TRUST FUNDS	200,783.29	430.31	2,014.94	0.00		199,198.66		199,198.66	
82	DCDF FUND	141,107.17	2,580.62	5,237.91	0.00		138,449.88		138,449.88	
84	COMMUNITY REVITALIZATION	638,818.80	501.60	45,404.50	0.00		593,915.90		593,915.90	
85	GRANT FUND	0.00	0.00	0.00	0.00		0.00		0.00	
	Total Special Revenue Funds	8,643,314.67	923,487.84	2,198,996.54	0.00	0.00	7,367,805.97	0.00	7,367,805.97	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	78,935.74	51.45	0.00	0.00		78,987.19		78,987.19	
20	SE PLAZA TIF FUND	19,444.16	6,990.13	26,417.79	0.00		16.50		16.50	
21	WABASH CROSSING TIF	826,964.51	538.99	0.00	0.00		827,503.50		827,503.50	
23	EASTGATE TIF FUND	264,002.69	18,995.63	0.00	0.00		282,998.32		282,998.32	
24	SOUTHSIDE TIF FUND	89,833.41	58.55	0.00	0.00		89,891.96		89,891.96	
28	PINES SHOPPING CENTER TIF	98,532.06	2,076.31	100,510.97	0.00		97.40		97.40	
29	GRAND & OAKLAND TIF	166,878.04	(40.66)	166,672.88	0.00		164.50		164.50	
	Total TIF & Redevelpmnt Funds	1,544,590.61	28,670.40	293,601.64	0.00	0.00	1,279,659.37	0.00	1,279,659.37	0.00
40	Capital Funds PEG CAPITAL FUND	88,440.07	15,271.53	4,079.50	0.00		99,632.10		99,632.10	
44	2018 PROJECT FUND	6,153,750.61	560.22	2,696.96	0.00		232,861.60	5,918,752.27	6,151,613.87	
45	CAPITAL PROJECT FUND	650,895.55	30,408.94	76,924.36	0.00		604,380.13		604,380.13	(1,681,816.00)
61	EQUIPMENT REPLACEMENT	1,044,228.87	632.56	147,392.55	0.00		897,468.88		897,468.88	
	Total Capital Funds	7,937,315.10	46,873.25	231,093.37	0.00	0.00	1,834,342.71	5,918,752.27	7,753,094.98	(1,681,816.00)

City of Decatur
Treasurer's Cash Report

Month of: February 2020

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,417,334.55	31,861.38	1,264,350.63	0.00		184,845.30		184,845.30	0.00
60	Internal Service Funds FLEET MAINTENANCE	221,030.05	243,916.32	194,466.03	0.00		270,480.34		270,480.34	
64	RISK MANAGEMENT	2,114,005.35	276,411.91	176,600.39	0.00		2,213,816.87		2,213,816.87	
65	INSURANCE FUND	2,488,079.43	821,109.84	714,878.87	0.00		2,594,310.40		2,594,310.40	
	Total Internal Service Funds	4,823,114.83	1,341,438.07	1,085,945.29	0.00	0.00	5,078,607.61	0.00	5,078,607.61	0.00
70	Enterprise Funds MASS TRANSIT -OPERATION	(434,008.52)	1,738,891.97	1,356,151.67	0.00		(51,268.22)		(51,268.22)	
77	FIBER OPTICS	116,598.27	974.74	4,736.14	0.00		112,836.87		112,836.87	
78	STORM WATER	2,681,840.42	114,785.35	63,129.81	0.00		2,733,495.96		2,733,495.96	
79	SEWER FUND	9,435,199.26	1,005,327.06	586,188.11	0.00		9,854,338.21		9,854,338.21	
80	WATER FUND	6,183,301.79	2,393,664.57	8,125,300.70	(59,051.00)		392,614.66		392,614.66	
81	WATER CAPITAL	2,677,432.03	9,782.51	336,452.96	0.00		2,350,761.58		2,350,761.58	1,681,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	132,534.98	56,515.54	64,954.38	0.00		124,096.14		124,096.14	
89	WATER BOND	371,155.13	241.91	0.00	0.00		371,397.04		371,397.04	
	Total Enterprise Funds	33,664,053.36	5,320,183.65	10,536,913.77	(59,051.00)	0.00	28,388,272.24	0.00	28,388,272.24	1,681,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	497,904.66	146,153.69	696,239.00	0.00	300,000.00	247,819.35		247,819.35	
90	FIRE PENSION INVESTMENTS	72,110,344.20	315,031.26	21,100.45	0.00	(300,000.00)		72,104,275.01	72,104,275.01	
	TOTAL FIRE PENSION	72,608,248.86	461,184.95	717,339.45	0.00	0.00	247,819.35	72,104,275.01	72,352,094.36	
91	POLICE PENSION FUND CASH	914,743.32	167,023.29	750,410.39	0.00		331,356.22		331,356.22	
91	POLICE PENSION INVESTMENTS	98,599,675.31	209,914.19	(1,730.01)	0.00			98,811,319.51	98,811,319.51	
	TOTAL FIRE PENSION	99,514,418.63	376,937.48	748,680.38	0.00	0.00	331,356.22	98,811,319.51	99,142,675.73	
	Total Trust & Agency Funds	172,122,667.49	838,122.43	1,466,019.83	0.00	0.00	579,175.57	99,882,194.95	171,494,770.09	0.00
	Total City Funds	238,449,061.98	13,791,332.21	21,350,444.37	(66,916.37)	0.00	53,988,686.66	105,800,947.22	230,823,033.45	0.00
Memorandum Items										
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,443,007.91	10,443,007.91	
	City Funds ex Trust & Agency	66,326,394.49	12,953,209.78	19,884,424.54	(66,916.37)	0.00	53,409,511.09	16,361,760.18	59,328,263.36	0.00

City of Decatur
Monthly Fund Balance History

Period Ending: February 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
10 General	2018	5,066,069	6,185,096	6,779,372	6,627,214	6,617,971	7,183,136	7,087,728	7,699,920	8,289,094	6,711,578	6,015,050	5,195,823
	2019	6,482,379	7,562,036	7,322,260	7,212,146	7,656,151	7,851,747	7,452,516	8,031,145	8,500,532	7,629,111	8,267,828	8,339,798
	2020	8,296,671	9,275,978										
12 Econonic Develop	2018	289,208	296,382	317,833	191,284	181,475	201,914	222,225	208,341	236,589	130,686	143,267	102,887
	2019	108,548	79,069	39,032	34,670	29,388	(8,300)	7,473	476,484	(14,818)	(16,848)	(56,290)	-
17 HOME	2018	85,812	85,841	87,505	94,274	97,348	97,312	49,364	49,716	53,697	55,227	56,264	57,267
	2019	56,988	67,392	53,424	54,544	55,535	68,928	70,396	71,451	76,144	81,445	82,254	77,286
	2020	58,171	63,167										
18 CDBG	2018	3,435	5,393	(2,750)	5,552	14,421	(3,934)	(197,646)	6,138	6,138	6,529	6,540	6,164
	2019	5,824	5,824	(452)	7,446	4,629	238	(197,495)	(200,500)	(203,009)	8,604	8,789	6,256
	2020	6,590	9,041										
19 Olde Towne TIF	2018	12,398	12,398	12,399	12,645	89,284	(169,380)	307,092	307,171	273,937	655,040	655,507	1,691
	2019	(99,371)	(99,371)	(99,371)	(99,371)	(99,371)	(356,181)	526,910	527,364	998,764	983,459	984,157	78,883
	2020	78,936	78,987										
20 Southeast TIF	2018	36,536	45,837	52,761	62,218	71,582	80,944	268,906	275,378	284,739	435,012	444,210	453,345
	2019	29,054	38,381	9,069	18,117	27,124	14,005	143,278	651	163,887	172,925	988	10,854
	2020	19,444	17										
21 Wabash TIF	2018	155,441	155,445	155,453	155,647	155,735	102,781	375,308	375,405	375,487	521,134	521,526	307,126
	2019	448,978	449,339	449,686	450,406	451,035	400,981	476,653	477,064	547,716	548,268	548,658	826,410
	2020	826,965	827,504										
22 DUATS	2018	60,327	62,432	62,435	62,093	62,122	61,671	61,585	61,600	61,335	61,307	60,436	60,366
	2019	62,049	61,694	62,705	62,603	62,467	62,316	60,709	47,815	33,055	33,092	32,805	335
	2020	335	63,201										
23 East Gate TIF	2018	50,963	67,572	17,128	33,965	50,792	67,753	170,291	33,278	49,487	170	16,981	33,792
	2019	50,128	66,374	16,894	33,717	50,557	67,393	171,917	188,862	215,295	232,296	229,159	246,771
	2020	264,003	282,998										
24 Southside TIF	2018	50,503	50,504	50,506	50,556	50,581	50,604	68,488	68,506	68,521	70,635	70,695	70,740
	2019	70,805	60,473	60,520	60,617	60,702	60,749	89,225	89,302	89,420	89,509	89,572	89,773
	2020	89,833	89,892										
25 State Drug	2018	718,866	606,758	635,136	686,201	813,877	783,713	756,054	830,745	822,491	792,285	511,664	315,095
	2019	302,371	279,791	311,959	308,564	264,579	249,649	250,756	228,288	242,016	264,869	211,563	203,973
	2020	203,517	228,717										
26 DUI	2018	185,059	190,813	188,665	191,823	196,075	205,632	211,998	211,937	205,924	193,799	196,688	170,717
	2019	175,872	181,317	187,218	197,245	206,709	215,014	218,032	217,959	223,592	229,262	232,596	234,223
	2020	229,507	211,043										
27 Police Lab	2018	62,737	59,399	59,426	51,749	61,263	60,503	57,174	56,294	56,209	56,865	220,823	219,501

City of Decatur
Monthly Fund Balance History

Period Ending: February 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
	2019	219,812	219,935	220,305	208,768	209,028	209,567	209,737	209,628	210,090	209,279	209,528	209,519
	2020	209,760	210,051										
28 Pines TIF	2018	102,387	105,050	2,679	5,374	8,047	10,719	49,532	53,129	55,801	91,359	93,794	96,217
	2019	99,019	101,760	2,549	4,956	7,354	11,845	49,119	50,383	87,700	90,152	93,114	95,937
	2020	98,532	97										
29 Grand/Oakland TIF	2018	183,957	188,901	4,974	9,976	14,940	19,903	88,796	84,477	89,436	151,430	156,079	160,708
	2019	165,894	170,969	4,841	9,442	14,031	15,130	81,859	84,296	151,101	152,919	155,301	161,288
	2020	166,878	165										
30 Federal Drug	2018	-	-	-	-	-	-	-	-	-	-	121,547	118,042
	2019	136,918	134,226	129,334	122,041	122,151	134,762	131,991	131,004	134,012	132,419	132,513	132,149
	2020	132,237	129,723										
33 Police Capital	2018	418,025	503,686	500,766	486,103	426,298	430,960	368,222	454,016	451,915	376,008	372,030	360,318
	2019	358,614	296,882	311,917	217,270	217,981	236,445	446,573	431,700	429,373	392,971	390,254	-
34 Building	2018	160,525	175,997	188,383	205,249	211,212	222,791	254,281	244,770	236,593	257,619	180,349	114,165
	2019	158,797	151,686	156,799	171,427	189,116	204,665	195,113	207,472	221,600	65,421	(179,607)	891,406
	2020	930,823	713,327										
35 Library	2018	755,181	535,940	332,400	194,523	(67,191)	(293,324)	1,100,434	881,986	664,473	1,624,684	1,294,656	1,063,511
	2019	1,027,534	827,400	603,765	423,331	202,473	(17,809)	1,392,329	1,181,417	1,970,149	1,736,720	1,488,252	1,362,863
	2020	1,174,592	947,971										
36 Band	2018	29,008	28,751	29,408	30,090	19,938	6,952	20,998	450	(4,943)	13,895	29,239	29,911
	2019	33,927	34,341	35,111	33,900	32,142	13,225	24,684	7,485	21,084	18,657	29,761	35,464
	2020	34,835	35,340										
37 Foreign Fire Ins	2018	-	-	-	-	-	-	-	172,235	172,235	165,827	315,584	227,610
	2019	215,510	202,420	194,396	169,866	141,199	137,676	133,004	127,768	120,338	259,795	244,646	210,564
	2020	199,066	180,822										
40 PEG	2018	265,489	60,962	58,291	60,442	72,794	70,139	71,572	66,518	63,826	64,758	77,581	61,526
	2019	59,100	72,104	74,147	75,426	86,602	84,662	67,068	80,210	78,372	75,074	90,854	87,531
	2020	88,440	99,632										
42 Local Streets	2018	2,139,422	1,702,245	1,823,404	1,956,905	2,100,125	2,254,394	2,408,144	1,982,131	2,141,560	2,255,966	2,407,963	2,494,146
	2019	2,649,551	2,182,487	2,320,390	2,472,400	2,625,608	2,762,097	3,155,021	2,710,536	2,684,192	2,751,803	2,918,646	2,001,070
	2020	2,154,047	1,701,201										
44 2018 Project	2018	-	-	-	-	-	-	8,673,497	8,493,686	8,485,808	8,437,538	8,395,357	8,379,081
	2019	8,302,118	8,157,047	8,156,028	8,005,691	8,030,861	7,840,396	7,620,196	7,378,090	7,422,472	6,747,802	6,747,710	6,343,397
	2020	6,153,751	6,151,614										
45 Capital	2018	21,986	21,987	21,988	22,008	22,018	22,028	22,037	2,004,115	2,004,553	805,372	783,877	784,310

City of Decatur
Monthly Fund Balance History

Period Ending: February 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
	2019	800,390	918,593	529,457	230,139	230,585	222,079	255,217	295,835	853,957	871,870	867,488	655,457
	2020	650,896	604,380										
46 MFT	2018	1,881,296	1,977,681	2,067,250	2,120,578	2,248,622	2,343,409	2,418,098	2,537,798	2,623,091	1,669,522	1,306,990	1,388,590
	2019	1,535,917	1,605,343	1,691,937	1,790,003	1,880,347	2,059,890	2,118,186	1,884,455	2,036,387	2,134,759	1,807,708	1,727,301
	2020	1,997,793	1,611,088										
47 Major Moves	2018	98,691	107,418	107,424	97,524	92,569	20,509	27,501	41,561	31,409	(31,866)	26,043	444
	2019	(25,208)	(45,513)	(39,015)	81,591	102,841	(32,459)	(119,019)	84,279	22,074	-	-	-
49 Fire Capital	2018	165,148	(86,170)	10,616	23,441	(32,684)	829,379	821,636	678,688	872,919	888,399	804,081	613,687
	2019	643,711	562,070	599,369	381,629	382,265	396,141	407,070	420,279	389,061	262,720	264,695	-
50 Debt	2018	739,116	67,688	88,280	109,470	130,285	92,259	656,769	723,551	585,487	1,203,768	1,223,715	987,082
	2019	1,059,523	116,000	131,360	141,413	157,611	106,612	1,132,526	869,733	1,559,115	1,576,328	1,591,702	1,385,237
	2020	1,417,335	184,845										
58 Library Capital	2018	130,785	130,788	130,795	130,902	130,960	131,015	131,072	131,106	131,135	131,292	131,413	131,499
	2019	131,578	131,684	131,785	131,989	132,168	132,271	132,418	132,532	132,718	132,854	132,949	331,111
	2020	331,334	331,550										
59 Library Trust	2018	245,986	243,552	240,899	238,713	233,692	231,935	227,868	235,558	233,631	232,116	230,035	227,172
	2019	225,402	223,863	222,919	220,601	217,477	214,552	212,568	209,433	209,190	206,337	204,678	202,575
	2020	200,783	199,199										
60 Fleet Maintenance	2018	294,689	245,688	255,095	278,908	219,244	268,303	265,161	248,344	248,894	250,691	234,515	161,869
	2019	213,971	184,667	196,282	206,134	198,180	225,521	226,064	232,729	251,186	204,367	172,085	113,378
	2020	221,030	270,480										
61 Equip Replacement	2018	623,399	592,572	593,507	587,736	578,070	578,426	578,798	542,786	523,893	496,568	487,673	488,275
	2019	488,678	452,993	454,271	455,317	448,571	449,035	452,062	417,127	418,153	418,917	409,554	1,077,196
	2020	1,044,229	897,469										
64 Risk Management	2018	1,094,644	1,236,467	1,066,695	1,126,190	1,103,147	1,220,718	1,251,795	1,534,824	1,656,141	1,282,867	1,419,886	1,586,610
	2019	1,702,788	1,922,596	1,752,591	1,838,678	1,917,757	2,021,936	2,046,423	2,192,629	2,356,018	1,799,730	1,930,972	2,003,152
	2020	2,114,005	2,213,817										
65 Employee Benefit	2018	3,634,835	3,293,660	3,304,316	2,845,005	3,030,818	2,647,178	2,630,706	2,609,060	2,363,653	2,384,244	2,507,179	2,169,081
	2019	2,110,106	2,076,069	2,045,004	2,099,670	2,354,275	2,343,750	2,337,447	2,281,313	2,241,833	2,675,476	2,547,603	2,521,938
	2020	2,488,079	2,594,310										
70 Mass Transit	2018	(2,407,080)	(540,480)	1,271,769	694,509	87,621	(404,467)	(899,938)	(1,386,603)	(2,178,237)	(2,881,425)	(2,172,445)	18,669
	2019	(891,591)	(1,350,190)	(593,324)	1,258,830	1,198,391	601,778	309,071	(166,204)	367,670	1,073,023	613,608	1,487,977
	2020	(434,009)	(51,268)										
77 Fiber Optics	2018	270,965	79,398	77,302	97,548	95,511	101,137	86,759	276,561	274,521	397,747	395,940	394,067
	2019	391,752	370,408	122,660	120,843	118,970	116,962	115,016	114,347	111,958	110,423	108,401	115,171

City of Decatur
Monthly Fund Balance History

Period Ending: February 2020

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	2020	116,598	112,837										
78 Storm Water	2018	1,719,050	1,935,034	1,823,310	1,947,191	2,016,343	2,070,132	2,101,657	2,032,954	2,340,529	2,086,394	2,077,865	2,071,375
	2019	2,129,964	2,335,028	2,381,775	2,485,453	2,416,662	2,464,739	2,648,123	2,674,389	2,738,154	2,776,967	2,558,848	2,613,438
	2020	2,681,840	2,733,496										
79 Sewer	2018	7,002,359	6,205,798	6,410,916	6,060,006	6,319,968	6,665,835	6,761,813	7,025,537	7,073,859	6,733,449	6,889,611	7,153,254
	2019	7,292,114	7,200,684	7,270,972	7,335,872	7,624,827	7,882,365	8,069,981	8,403,829	8,147,549	8,304,295	8,479,203	8,684,892
	2020	9,435,199	9,854,338										
80 Water	2018	5,401,859	931,487	2,152,609	3,389,166	4,128,780	4,876,604	4,280,612	3,880,264	5,358,170	6,241,273	6,604,480	4,854,519
	2019	6,775,922	817,902	1,881,502	3,195,760	3,755,576	3,694,713	4,003,055	3,278,286	4,115,589	5,522,697	5,976,079	4,889,501
	2020	6,183,302	392,615										
81 Water Capital	2018	3,752,143	3,744,117	4,569,134	4,562,823	4,434,263	4,355,544	6,141,376	4,105,296	3,414,956	3,867,111	3,820,772	3,778,676
	2019	2,950,244	2,888,378	3,775,594	3,400,297	2,884,905	3,786,299	3,999,546	3,531,661	3,570,397	2,984,062	2,563,282	2,710,252
	2020	2,677,432	2,350,762										
82 DCDF	2018	124,031	123,584	124,001	125,526	123,321	124,711	124,245	127,001	126,585	127,555	129,656	129,545
	2019	131,969	129,281	131,594	132,607	135,137	131,653	132,146	134,771	134,914	136,313	137,692	138,586
	2020	141,107	138,450										
83 Neighborhood	2018	29,668	29,332	29,258	29,287	28,831	22,294	16,062	16,066	15,716	8,799	2,004	2,008
	2019	2,009	2,011	2,012	1,690	1,694	1,696	(4,214)	(6,993)	-	-	-	-
84 Community Revit	2018	1,086,423	1,086,448	1,086,506	1,087,140	1,087,652	1,088,139	1,388,764	1,389,124	1,389,527	1,391,262	1,386,479	1,350,709
	2019	1,329,124	1,206,328	1,145,623	1,243,899	1,221,748	1,147,888	1,149,280	1,150,470	1,126,741	1,120,591	999,942	715,742
	2020	638,819	593,916										
85 Grants	2020	-	-	-	-	-	-	-	-	-	-	-	-
86 Water Debt	2018	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
	2019	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
	2020	12,500,000	12,500,000										
88 Recycling	2018	58,267	62,719	66,384	75,376	79,873	77,254	69,972	86,130	80,548	84,708	87,464	88,256
	2019	94,548	95,743	95,507	97,521	111,039	109,420	112,483	108,131	112,370	119,032	115,518	121,100
	2020	132,535	124,096										
89 Water Bond	2018	5,770,182	5,762,786	5,748,832	5,743,281	5,221,852	3,761,066	21,286,561	15,253,075	15,244,431	13,939,120	12,728,383	11,715,538
	2019	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	370,906
	2020	371,155	371,397										
Total City Funds	2018	55,069,788	50,876,951	55,103,066	55,066,211	55,129,443	55,068,591	85,363,779	79,210,623	80,055,766	76,938,321	75,969,447	72,694,983
	2019	71,625,155	59,812,694	61,218,592	63,230,675	64,266,864	64,359,002	68,538,740	67,028,169	71,330,387	71,352,234	70,470,032	66,010,661
	2020	66,326,394	59,328,263	-	-	-	-	-	-	-	-	-	-

City of Decatur
Monthly Fund Balance History

Period Ending: February 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
90 Fire Pension	2018	68,458,830	68,167,518	67,819,881	67,474,280	67,292,276	67,144,739	69,611,560	69,349,829	69,009,608	70,539,729	70,167,290	71,277,108
	2019	70,923,905	70,560,268	70,330,145	69,862,562	69,399,940	69,470,831	71,589,079	71,156,026	72,615,714	72,215,728	71,818,849	73,065,526
	2020	72,608,249	72,352,094										
91 Police Pension	2018	92,948,576	92,631,813	92,903,098	92,578,667	92,140,343	92,305,730	93,990,866	93,573,611	93,439,900	94,939,332	94,549,049	97,497,378
	2019	97,129,427	96,716,696	96,607,488	96,236,493	95,815,176	95,812,807	97,846,481	97,377,885	98,858,178	98,463,934	98,020,333	99,882,195
	2020	99,514,419	99,142,676										
Total All Funds	2018	216,477,194	211,676,282	215,826,045	215,119,157	214,562,063	214,519,060	248,966,206	242,134,063	242,505,274	242,417,382	240,685,787	241,469,469
	2019	239,678,487	227,089,657	228,156,224	229,329,730	229,481,980	229,642,640	237,974,300	235,562,080	242,804,279	242,031,895	240,309,214	238,958,382
	2020	238,449,062	230,823,033	-	-	-	-	-	-	-	-	-	-

City of Decatur
Treasurer's Investment Report

February, 2020

Water Bond
Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2019	YTD Interest Received 2020	Estimated Income
Total Investment(s)			(0.00)	(0.00)	0.00	(0.00)	292,902.39	0.00	292,902.39	26,180.49	0.00	0.00

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2019	YTD Interest Received 2020	Estimated Income
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00 ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00	0.00 ok
US Treasury Bond	04/30/17	0.87500%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00	0.00 ok
US Treasury Bond	06/30/17	0.62500%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00	0.00 ok
US Treasury Bond	10/31/17	0.75000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00	0.00 ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00	0.00 ok
US Treasury Bond	03/31/18	0.75000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	0.00	0.00	0.00 ok
US Treasury Bond	06/15/18	1.12500%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	0.00	0.00	0.00 ok
US Treasury Bond	10/15/18	0.87500%	0.00	0.00	0.00	0.00	44,222.17	(0.00)	44,222.17	0.00	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	9,793.96	0.00	9,793.96	0.00	0.00	0.00 ok
US Treasury Bond	04/15/19	0.87500%	0.00	0.00	0.00	0.00	17,069.67	0.00	17,069.67	4,375.00	0.00	0.00 ok
US Treasury Bond	06/30/19	1.25000%	0.00	0.00	0.00	0.00	37,500.00	0.00	37,500.00	9,375.00	0.00	0.00 ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	24,965.47	0.00	24,965.47	12,500.00	0.00	0.00 ok
US Treasury Bond	11/30/19	1.50000%	0.00	0.00	0.00	0.00	38,221.15	0.00	38,221.15	23,250.00	0.00	0.00 ok
US Treasury Bond	02/29/20	1.37500%	1,000,000.00	990,703.13	0.00	990,703.13	11,993.82	6,875.00	5,118.82	5,118.82	0.00	13,750.00 ok
US Treasury Bond	03/31/20	1.37500%	1,500,000.00	1,472,929.70	0.00	1,472,929.70	39,334.09	8,622.00	30,712.09	20,625.00	0.00	20,625.00 ok
US Treasury Bond	05/31/20	1.37500%	1,600,000.00	1,563,937.50	0.00	1,563,937.50	37,448.11	5,530.08	31,918.03	22,000.00	0.00	22,000.00 ok
US Treasury Bond	09/30/20	1.37500%	1,750,000.00	1,699,384.01	0.00	1,699,384.01	32,997.70	10,059.00	22,938.70	22,938.70	0.00	24,062.50 ok
US Treasury Bond	06/30/21	1.12500%	1,500,000.00	1,480,513.76	0.00	1,480,513.76	11,173.74	2,827.95	8,345.79	8,345.79	0.00	16,875.00 ok
US Treasury Bond	09/30/21	1.12500%	1,000,000.00	989,203.38	952.87	990,156.25	3,750.03	4,702.90	0.00	0.00	0.00	11,250.00 ok
US Treasury Bond	11/30/21	1.50000%	2,225,000.00	2,220,567.38	273.57	2,220,840.95	8,115.79	8,389.36	0.00	0.00	0.00	33,375.00 ok
Federated US Treasury Cash Reserves	Liquid		291,210.18	291,210.18	(265,667.57)	24,542.61	21,473.69	24.45	21,449.24	12,181.54	448.28	333.67 ok
Total Investment(s)			10,866,210.18	10,708,449.04	(265,441.13)	10,443,007.91	476,582.89	47,030.74	430,778.59	140,709.85	448.28	142,271.17

Fire Capital Bond
Account # 1001006774
Fund 44

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2019	YTD Interest Received 2020	Estimated Income
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	0.00	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	1,639.34	0.00	1,639.34	0.00	0.00	0.00 ok
US Treasury Bond	12/31/18	1.37500%	0.00	0.00	0.00	0.00	4,231.49	0.00	4,231.49	0.00	0.00	0.00 ok
US Treasury Bond	02/28/19	1.12500%	0.00	0.00	0.00	0.00	4,883.66	0.00	4,883.66	4,218.75	0.00	0.00 ok
US Treasury Bond	03/31/19	0.99800%	0.00	0.00	0.00	0.00	3,013.39	0.00	3,013.39	3,013.39	0.00	0.00 ok
US Treasury Bond	05/31/19	1.12500%	0.00	0.00	0.00	0.00	9,313.52	0.00	9,313.52	5,625.00	0.00	0.00 ok
US Treasury Bond	08/31/19	1.00000%	0.00	0.00	0.00	0.00	10,788.04	0.00	10,788.04	10,000.00	0.00	0.00 ok
US Treasury Bond	09/30/19	1.37500%	0.00	0.00	0.00	0.00	5,722.87	0.00	5,722.87	5,722.87	0.00	0.00 ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	5,095.11	0.00	5,095.11	5,095.11	0.00	0.00 ok
US Treasury Bond	11/30/19	1.00000%	0.00	0.00	0.00	0.00	13,278.69	0.00	13,278.69	10,000.00	0.00	0.00 ok
US Treasury Bond	02/29/20	1.37500%	1,000,000.00	980,742.19	0.00	980,742.19	21,708.56	6,875.00	14,833.56	13,750.00	0.00	13,750.00 ok
US Treasury Bond	03/31/20	1.37500%	1,000,000.00	997,343.75	0.00	997,343.75	6,724.78	5,748.00	976.78	0.00	0.00	13,750.00 ok
US Treasury Bond	04/30/20	1.12500%	1,000,000.00	997,539.06	0.00	997,539.06	3,770.60	3,770.60	0.00	0.00	0.00	11,250.00 ok
US Treasury Bond	05/31/20	1.37500%	1,000,000.00	977,070.31	0.00	977,070.31	21,714.50	3,456.30	18,258.20	13,750.00	0.00	13,750.00 ok
US Treasury Bond	08/31/20	1.37500%	750,000.00	729,990.23	0.00	729,990.23	16,309.47	5,184.30	11,125.17	10,312.50	0.00	10,312.50 ok
US Treasury Bond	09/30/20	1.37500%	1,000,000.00	997,812.50	2,404.37	1,000,216.87	3,343.63	5,748.00	0.00	0.00	0.00	13,750.00 ok
Federated US Treasury Cash Reserves	Liquid		120,891.10	120,891.10	113,165.43	234,056.53	6,190.76	258.18	5,932.58	4,009.53	745.63	3,485.10 ok
Total Investment(s)			5,870,891.10	5,801,389.14	115,569.80	5,916,958.94	138,645.53	31,040.38	110,009.52	86,473.93	745.63	80,047.60

GRAND TOTALS:	16,737,101.28	16,509,838.18	(149,871.33)	16,359,966.85	908,130.81	78,071.12	833,690.50	253,364.27	1,193.91	222,318.77
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Notes:

Initial investments for 2015 proceeds settled on 11/25/15, and those for 2016 proceeds on 11/25/16, and 2018 proceeds on 07/31/18 (08/01/18 for Fire Capital).

Total Invested = Tax Cost Amount + Accrued Interest Purchased

Interest Received YTD = cash received

Estimated Income = projected annual interest income

Pooled Cash maturity on 6/15/16 was re-invested with a 6/30/17 maturity.

Pooled Cash maturity on 12/15/16 was re-invested with maturities of 6/30/17 and 11/30/18.

Pooled Cash maturity on 04/30/17 was re-invested with a maturity of 4/15/18.

Water Bond maturity on 05/15/17 was divided: \$700,000 moved to cash and \$2 million re-invested with a maturity of 12/15/17.

Water Bond maturity on 06/15/17 was divided: \$1 million moved to cash and \$1 million re-invested with a maturity of 1/15/18.

Pooled Cash maturity on 06/30/17 was re-invested with a maturity of 6/30/19.

Pooled Cash maturity on 10/31/17 was re-invested with a maturity of 10/31/19.

Pooled Cash maturity on 12/15/17 was re-invested with a maturity of 11/30/19.

Pooled Cash maturity on 03/31/18 was re-invested with a maturity of 03/31/20.

Pooled Cash maturity on 06/15/18 was re-invested with a maturity of 05/31/20.

Pooled Cash maturity on 10/15/18 was re-invested with a maturity of 09/30/20.

Pooled Cash maturity on 11/30/18 was re-invested with a maturity of 11/30/19.

Water Bond maturity on 11/30/18 was re-invested with a maturity of 04/30/19.

Fire Capital maturity on 11/30/18 was re-invested with a maturity of 09/30/19.

Fire Capital maturity on 12/31/18 was re-invested with a maturity of 03/31/19.

Fire Capital maturity on 05/31/19 was re-invested with a maturity of 10/31/19.

Pooled Cash maturity on 04/15/19 was re-invested with a maturity of 02/29/20.

Pooled Cash maturity on 06/30/19 was re-invested with a maturity of 06/30/21.

Fire Capital maturity on 08/31/19 was re-invested with a maturity of 03/31/20.

Pooled Cash maturity on 10/31/19 was re-invested with a maturity of 09/30/21.

Fire Capital maturity on 10/31/19 was re-invested with a maturity of 04/30/20.

Pooled Cash maturity on 11/30/19 was re-invested with a maturity of 11/30/21.

Fire Capital maturity on 11/30/19 was re-invested with a maturity of 09/30/20.

		debt liquidated															gz approved	
Debt Instrument	Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref) Issue	Debt at 1/1/2019	New Draws in 2019	FY19 Principal Payments	FY19 Interest Payments	Debt at 12/31/2019	FY19 Total Debt Payments			
							1st	2nd										
Bond Debt																		
Amort sch #										input	input	input	input					
11	2010A Bonds	LOC Payoff-Reynolds Building	2005/2008	2010	2020	50	Tax Levy +	6/15	12/15	8,715,000.00	7,235,000.00		6,715,000.00	225,653.75	520,000.00	6,940,653.75	ok	
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	2010		2030	80/50/19	80/TL/19	6/15	12/15	28,270,000.00	20,645,000.00		1,325,000.00	1,205,217.54	19,320,000.00	2,530,217.54	ok	
13	2010C Bonds	Parking Garage Renovation	2010		2024	19/50	19/TL	6/15	12/15	2,800,000.00	1,430,000.00		215,000.00	57,200.00	1,215,000.00	272,200.00	ok	
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000.00	4,860,000.00		645,000.00	104,231.26	4,215,000.00	749,231.26	ok	
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	80	80	3/1	9/1	17,220,000.00	10,840,000.00		1,325,000.00	498,975.00	9,515,000.00	1,823,975.00	ok	
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000.00	20,745,000.00		920,000.00	934,837.50	19,825,000.00	1,854,837.50	ok	
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000.00	20,860,000.00		865,000.00	870,350.00	19,995,000.00	1,735,350.00	ok	
39	2016 Bonds	Lake Decatur Dredging	2016		2036	80	80	3/1	9/1	22,205,000.00	21,205,000.00		785,000.00	939,056.26	20,420,000.00	1,724,056.26	ok	
48	2017 Bonds	Refunding of 2008 GO Bonds	2017		2024	80	80	6/15	12/15	6,275,000.00	5,375,000.00		925,000.00	205,750.00	4,450,000.00	1,130,750.00	ok	
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018		2038	80/50	80/TL	3/1	9/1	25,810,000.00	25,810,000.00		785,000.00	1,240,700.00	25,025,000.00	2,025,700.00	ok	
53	2019 Bonds	Refunding of 2010A GO Bonds	2019		2030	50	Tax Levy +	6/15	12/15	6,720,000.00	-	6,720,000.00	115,000.00	61,923.21	6,605,000.00	176,923.21	ok	
54	2019B Bonds	Library Projects / Police Radio refund	2019		2034	34/50	34/10	6/15	12/15	2,300,000.00	-	2,300,000.00	-	-	2,300,000.00	-	ok	
xxx																		
xxx																		
Total Bond Debt										175,705,000.00	139,005,000.00	9,020,000.00	14,620,000.00	6,343,894.52	133,405,000.00	20,963,894.52		
Promissory Notes & Loans Payable																		
6	HUD Section 108	Wabash Crossing	2002		2022	50	18/Pilot	2/1	8/1	3,000,000.00	810,000.00		810,000.00	24,429.50	-	834,429.50	Refunded	
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002		2022	80	80	6/1	12/1	7,172,169.35	1,492,449.94		444,204.82	40,152.90	1,048,245.12	484,357.72	ok	
16	IEPA Water Loan	Water Projects (L172552)	2011		2031	80	80	1/10	7/10	6,993,328.01	4,701,847.51		361,680.58	-	4,340,166.93	361,680.58	ok	
23	2013 Promissory Note	Jonson Controls Initiative	2013		2028	various	80/10/60/70	Qtry	Qtry	17,212,394.00	14,311,177.81		903,449.15	485,050.85	13,407,728.66	1,388,500.00	ok	
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013		2034	79	79	4/16	10/16	7,589,672.70	6,301,984.12		339,698.44	119,997.12	5,962,285.68	459,695.56	ok	
29	Busey Bank	DPD Furniture & Technology (17355)	2014		2019	10	10	Qtry	Qtry	1,500,000.00	156,940.69		156,940.69	1,195.47	-	158,136.16	Liquidated	
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015		2022	49	49	5/4		439,939.77	259,932.14		62,783.58	5,978.45	197,148.56	68,762.03	ok	
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015		2035	79	79	1/8	7/8	2,172,218.21	1,905,232.65		95,165.02	37,537.12	1,810,067.63	132,702.14	ok	
35	Soy Capital	Motorola Radio System	2015		2022	10/70	10/70	1/5		1,000,000.00	585,232.07		144,385.92	16,614.08	440,846.15	161,000.00	ok	
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016		2023	42	42	2/15	8/15	7,500,000.00	5,089,834.59	267,308.29	1,071,428.56	128,663.98	4,285,714.32	1,200,092.54	ok	
43	Busey Bank	Police Vehicles - Interceptor (12) (26385)	2017		2019	33	33	Qtry	Qtry	460,011.46	174,647.97		174,647.97	1,740.62	-	176,388.59	Liquidated	
44	Busey Bank	Public Works Heavy Equipment (26530)	2017		2022	61	61	Qtry	Qtry	180,624.00	138,170.52		35,221.47	4,064.17	102,949.05	39,285.64	ok	
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016		2038	79	79	3/17	9/17	8,540,318.96	8,364,038.43		363,332.54	144,788.02	8,000,705.89	508,120.56	ok	
46	IEPA Contruction Loan	Nelson Park Storm Sewer (L175315)	2017		2038	78	78	5/21	11/21	3,581,182.00	2,339,458.10	1,241,723.90	127,951.93	50,829.17	3,453,230.07	178,781.10	ok	
51	Busey Bank	Police Vehicles - Interceptor (6) (26535)	2019		2021	33	33	Qtry	Qtry	261,460.00	-	261,460.00	63,911.95	3,670.85	197,548.05	67,582.80	ok	
52	HUD Section 108	Wabash Crossing	2019		2022	18	18	2/1	8/1	810,000.00	-	810,000.00	195,000.00	7,062.32	615,000.00	202,062.32	ok	
55	IEPA Contruction Loan	McKinley Sewer (L175498)	2019		2040	79	79	5/1	11/1	5,911,143.31	-	-	-	-	-	-	ok	
xxx																		
Total Notes & Loans Payable										74,324,461.77	46,630,946.54	2,580,492.19	5,349,802.62	1,071,774.62	43,861,636.11	6,421,577.24		
Capital Leases																		
26	Busey Bank	Water Service Truck (1) (17360)	2014		2019	80	80	Qtry	Qtry	25,150.00	1,318.97		1,318.97	6.61	-	1,325.58	Liquidated	
27	Busey Bank	Traffic Service Truck (1) (17365)	2014		2019	10	10	Qtry	Qtry	31,114.00	1,631.41		1,631.41	8.14	-	1,639.55	Liquidated	
36	Busey Bank	Fire Vehicles Interceptor (2) (23250)	2016		2019	49	49	Qtry	Qtry	62,859.84	10,740.48		10,740.48	79.60	-	10,820.08	Liquidated	
40	De Lage Landen	VOIP Telephone System	2016		2021	10	10	1/22		351,560.24	211,517.28		66,764.71	11,638.55	144,752.57	78,403.26	ok	
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017		2023	49	49	3/1		428,380.00	361,167.20		68,833.30	8,707.74	292,333.90	77,541.04	ok	
42	Presidio Technology Capital	IT Data Storage Equipment	2017		2019	10	10	7/1		285,965.66	95,321.88		95,321.88	-	-	95,321.88	Liquidated	
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)	2018		2024	61	61	3/2	9/2	331,508.00	284,721.99		43,582.43	9,222.79	241,139.56	52,805.22	ok	
50	Motorola Solutions Credit	Police Radios & ancillary equipment	2018		2019	33	33	12/15		1,004,370.24	1,004,370.24		1,004,370.24	-	-	1,004,370.24	Liquidated	
xxx																		
xxx																		
xxx																		
xxx																		
xxx																		
Total Capital Leases										2,520,907.98	1,970,789.45	-	1,292,563.42	29,663.43	678,226.03	1,322,226.85		
Total City Debt										252,550,369.75	187,606,735.99	11,600,492.19	21,262,366.04	7,445,332.57	177,944,862.14	28,707,698.61		
											debt in period							

Note(s)
1
2
3

City of Decatur
Water Bond Issue - Status of Water Bond Fund 89

[home](#)

Month of: **February 2020**

Bond Issuance 2018	
Par Value of Bonds	16,210,000
Premium	1,561,921
Total Source of Funds	17,771,921
Total Use of Funds	17,771,921
Underwriter's Discount	113,470
Bond Insurance	51,964
Closing Costs	84,636
Bond Proceeds	17,521,851

Fund Description Accounts for capital improvements that are financed by the proceeds from the issuance of bonds

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase IV of the Lake Decatur Dredging Project.

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	17,521,851
Other	-
Total Scope	17,521,851

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	-	-	-	17,521,851	17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	
Revenues													
Interest Income							-	1,704	185	20,837	22,523	37,695	82,943
Expenditures													
Dredging - Great Lakes Dredge							-	2,270,480	-	1,315,112	1,218,447	1,041,863	5,845,901
Dredging - Chastain & Assoc							-	-	8,829	11,036	14,814	8,677	43,356
Total Expenditures	-	-	-	-	-	-	-	2,270,480	8,829	1,326,148	1,233,260	1,050,540	5,889,257
Ending cash available	-	-	-	-	-	-	17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	11,715,538	

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	11,715,538	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	
Revenues													
Interest Income	17,893	2,679	1,012	31,104	2,271	3,168	3,264	3,038	3,015	2,904	2,508	1,370	74,229
Expenditures													
Dredging - Great Lakes Dredge	2,811,807	4,749,324	-	549,649	-	105,948	-	-	-	2,716	-	3,165,438	11,384,881
Dredging - Chastain & Assoc	9,799	-	-	22,132	-	2,048	-	-	-	-	-	-	33,979
Total Expenditures	2,821,606	4,749,324	-	571,781	-	107,996	-	-	-	2,716	-	3,165,438	11,418,861
Ending cash available	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	370,906	

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	370,906	371,155	371,397	371,397	371,397	371,397	371,397	371,397	371,397	371,397	371,397	371,397	
Revenues													
Interest Income	249	242											491
Expenditures													
Dredging - Great Lakes Dredge	-	-											-
Dredging - Chastain & Assoc	-	-											-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending cash available	371,155	371,397	371,397	371,397	371,397	371,397	371,397	371,397	371,397	371,397	371,397	371,397	

City of Decatur
City Treasurer's Financial Report
General Fund Summary

Period Ending: February 2020

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget
REVENUE														
Actual	4,920,493	5,260,695	-	-	-	-	-	-	-	-	-	-	10,181,189	
Budget Projection	5,032,962	5,281,198	-	-	-	-	-	-	-	-	-	-	10,314,160	70,500,000
Vs budget in month	(112,468)	(20,503)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(112,468)	(132,971)	-	-	-	-	-	-	-	-	-	-	(132,971)	
EXPENSE														
Personnel Expense														
Actual	3,350,344	3,312,650	-	-	-	-	-	-	-	-	-	-	6,662,993	
Budget Projection	3,480,129	3,380,129	-	-	-	-	-	-	-	-	-	-	6,860,259	6,860,259
Vs budget in month	(129,786)	(67,480)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(129,786)	(197,265)	-	-	-	-	-	-	-	-	-	-	(197,265)	
Operating Expense														
Actual	1,621,339	960,874	-	-	-	-	-	-	-	-	-	-	2,582,213	
Budget Projection	1,249,016	1,040,199	-	-	-	-	-	-	-	-	-	-	2,289,214	2,289,214
Vs budget in month	372,323	(79,325)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	372,323	292,998	-	-	-	-	-	-	-	-	-	-	292,998	
TOTAL EXPENSE														
Actual	4,971,683	4,273,523	-	-	-	-	-	-	-	-	-	-	9,245,206	
Budget Projection	4,729,145	4,420,328	-	-	-	-	-	-	-	-	-	-	9,149,473	70,300,000
Vs budget in month	242,538	(146,805)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	242,538	95,733	-	-	-	-	-	-	-	-	-	-	95,733	
Surplus / (Deficit)														
Actual	(51,189)	987,172	-	-	-	-	-	-	-	-	-	-	935,982	
Budget Projection	303,817	860,870	-	-	-	-	-	-	-	-	-	-	1,164,687	200,000
Vs budget in month	(355,006)	126,302	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(355,006)	(228,704)	-	-	-	-	-	-	-	-	-	-	(228,704)	
Beginning Cash Balance														
Actual	8,339,798	8,296,671	-	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments	8,063	(7,865)	-	-	-	-	-	-	-	-	-	-		
Ending Cash Balance	8,296,671	9,275,978	-	-	-	-	-	-	-	-	-	-		

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: February 2020

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	-	-											-	14,358,416	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-	-											-	1,944,384	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	16,302,800	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	880,608	856,677											1,737,285	10,466,000	17%
var	STATE SALES TAX	var	984,354	955,006											1,939,361	11,561,000	17%
	OTHER TAXES TOTAL		1,864,963	1,811,683	-	-	-	-	-	-	-	-	-	-	3,676,646	22,027,000	17%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	16,892	229,481											246,373	971,000	25%
301203	FOOD & BEVERAGE TAX	10	284,618	257,752											542,371	3,427,500	16%
301204	HOTEL AND MOTEL TAX	10	47,544	60,919											108,463	991,000	11%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-											-	15,000	0%
301103	PROPERTY TAX	10	-	-											-	9,000,000	0%
301202	TELEPHONE UTILITY TAX	10	118,281	149,194											267,475	1,555,000	17%
301209	UTILITY TAX - ELECTRIC & GAS	10	399,612	446,586											846,198	4,805,000	18%
	Sub Total		866,947	1,143,931	-	-	-	-	-	-	-	-	-	-	2,010,879	20,764,500	10%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	3,598	3,113											6,712	43,000	16%
302121	CANNABIS TAX	10	-	-											-	25,000	0%
301205	LOCAL SALES TAX	10	862,508	839,293											1,701,801	10,249,000	17%
301207	LOCAL USE TAX	10	244,618	229,171											473,789	2,764,000	17%
302105	STATE INCOME TAX	10	696,621	717,710											1,414,331	8,396,000	17%
302104	STATE REPLACEMENT TAX	10	175,190	1,981											177,171	1,190,000	15%
301201	STATE SALES TAX	10	968,804	945,787											1,914,592	11,396,000	17%
301210	VIDEO GAMING TAX	10	135,374	133,358											268,732	1,720,000	16%
	Sub Total		3,086,714	2,870,413	-	-	-	-	-	-	-	-	-	-	5,957,127	35,783,000	17%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	-	-											-	410,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	410,000	0%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	146,101	146,101											292,202	1,753,209	17%
303608	RISK & EE BENEFIT SERVICES	10	14,468	14,468											28,936	173,616	17%
303621	ADMIN SERVICES	10	160,679	160,679											321,358	1,928,148	17%
303622	PUBLIC WORKS SERVICES	10	126,802	126,802											253,604	1,521,624	17%
303626	BLDG INSPECTION SERVICES	10	13,763	13,763											27,526	165,156	17%
303628	SEWER FUND-EPA	10	28,458	28,458											56,916	341,496	17%
306700	IT SERVICES	10	66,839	66,839											133,678	802,068	17%
306707	CDBG PERSONNEL/EXP REIMB	10	44,838	40,479											85,318	390,192	22%
306751	HOME PERSONNEL/EXP REIMB	10	6,438	2,169											8,607	104,041	8%
306753	DUATS PERSONNEL/EXP REIMB	10	-	114,869											114,869	207,359	55%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	29,162	39,065											68,227	550,000	12%
303606	WATER STREET CUTS	10	39,655	20,515											60,170	311,000	19%
	Sub Total	10	677,203	774,208	-	-	-	-	-	-	-	-	-	-	1,451,410	8,247,909	18%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: February 2020

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759												921,000	0%
303510	ELECTRIC AGGREGATION ADMIN	10	11,304	14,811												185,000	0%
Sub Total			88,064	91,570	-	-	-	-	-	-	-	-	-	-	-	1,106,000	0%
Grants																	
302106	FEDERAL	10	17,655	-												110,933	0%
302114	POLICE OT REIMBURSEMENTS	10	13,244	-												119,000	0%
302107	STATE GRANTS OR OTHER	10	5,882	9,380												155,000	0%
Sub Total			10	36,782	9,380	-	-	-	-	-	-	-	-	-	-	384,933	0%
Fees for Services External																	
304300	ANIMAL REGISTRATION LATE FEES	10	815	620												7,000	0%
304302	GARBAGE HAULERS	10	-	-												27,000	0%
304303	CONTRACTOR LICENSES	10	7,125	1,275												25,000	0%
304304	LIQUOR LICENSES	10	3,717	1,287												527,000	0%
304305	RENTAL PROGRAM INCOME	10	-	-												25,000	0%
304306	BOAT LICENSES	10	-	-												70,000	0%
304307	OTHER LICENSES	10	20,015	12,328												137,000	0%
304401	BUILDING PERMITS	10	27,997	8,619												514,000	0%
304402	PIER PERMITS	10	-	-												39,500	0%
303301	ON STREET PARKING	10	309	295												7,000	0%
303302	PARKING LOT 1	10	2,215	1,432												22,000	0%
303306	PARKING LOT 10	10	870	713												9,000	0%
303308	GARAGE C	10	8,407	3,475												87,000	0%
303310	RESIDENTIAL PARKING	10	300	240												2,000	0%
303312	DOWNTOWN EMPL PARKING PERMIT	10	1,993	1,800												23,000	0%
304490	ADMIN COURT FINES	10	5,430	2,792												138,000	0%
305500	ADMINISTRATIVE COURT FEES	10	3,100	1,136												74,000	0%
305501	COURT FINES	10	9,438	10,777												229,000	0%
305502	BOOT FEE	10	105	-												7,000	0%
305503	WEED CUTTING FEES	10	3,957	522												64,000	0%
305505	ILLEGAL USE OF VEHICLE	10	27,770	29,250												347,000	0%
305506	OVERTIME PARKING FEES	10	6,370	7,989												231,000	0%
305507	VARIANCE AND ZONING	10	150	790												11,000	0%
305513	OTHER FINES AND FEES	10	7,377	6,414												4,000	0%
305516	PET CITATIONS	10	6,129	4,815												73,000	0%
305517	DUCK BLIND FEES	10	-	-												500	0%
305520	TRASH & CLEAN UP FINES	10	2,504	4,299												37,000	0%
305521	VACANT PROPERTY FEE	10	-	-												118,558	0%
303415	PROFESSIONAL STANDARDS	10	787	93												5,500	0%
306700	TRANSFER FROM OTHER FUNDS	10	-	-												-	-
308801	RENTAL OF CITY PROPERTY	10	100	100												1,200	0%
308802	SALE OF CITY PROPERTY	10	-	-												130,500	0%
308803	SALE OF OTHER PROPERTY	10	(154)	-												40,400	0%
308807	DEMOLITION PAYMENTS	10	2,832	3,196												45,000	0%
308810	DAMAGE TO CITY PROPERTY	10	-	-												2,500	0%
308814	INVENTORY REIMBURSEMENTS	10	-	-												-	-
308817	NOISE ORDINANCE FINES	10	-	-												1,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-	8,013												5,000	0%
308898	BANK RECONCILIATION ADJ	10	-	260												-	-
308899	MISCELLANEOUS INCOME	10	4,749	3,567												40,000	0%
310010	FIRE PROGRAMS	10	2,133	-												5,000	0%
305512	FIRE & BURGLAR ALARMS	10	360	-												2,000	0%
305514	POLICE RECORDS	10	1,400	465												12,000	0%
302401	STATE ROUTE MAINTENANCE	10	861	31,504												127,000	0%
303405	SCHOOL DISTRICT REIMB	10	-	217,114												431,000	0%
Sub Total			159,159	365,180	-	-	-	-	-	-	-	-	-	-	-	3,703,658	0%
Investment/Other Income																	
307101	INTEREST INCOME	10	5,487	5,703												11,189	11%
307141	INVESTMENT INCOME	10	138	310												448	-
Sub Total			5,625	6,013	-	-	-	-	-	-	-	-	-	-	-	11,638	12%
General Fund Total			4,920,493	5,260,695	-	-	-	-	-	-	-	-	-	-	-	9,431,053	70,500,000 13%
Development Services																	

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: February 2020

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
various HOME PROGRAM	17	21,883	7,350											29,233	1,037,884	3%
various CDBG	18	124,443	116,654											241,097	2,169,815	11%
various DUATS	22	0	271,432											271,432	349,120	78%
various PEG PROJECTS	40	3,437	15,272											18,709	79,850	23%
various MASS TRANSIT	70	2,776,556	1,738,892											4,515,448	13,849,521	33%
various DCDF	82	3,153	2,581											5,734	18,000	32%
various COMMUNITY REVITALIZATION	84	654	502											1,156	1,365,000	0%
various RECYCLING	88	59,991	56,516											116,507	692,550	17%
Sub Total		2,990,119	2,209,197	-	-	-	-	-	-	-	-	-	-	5,199,316	19,561,740	27%
Redevelopment & TIF																
various OLDE TOWNE TIF	19	53	51											104	984,960	0%
various SE PLAZA TIF	20	8,590	6,990											15,580	379,106	4%
various WABASH CROSSING TIF	21	555	539											1,094	551,409	0%
various EASTGATE TIF	23	17,231	18,996											36,227	308,009	12%
various SOUTHSIDE TIF	24	60	59											119	28,392	0%
various PINES SHOPPING CENTER TIF	28	2,595	2,076											4,672	100,725	5%
various GRAND & OAKLAND TIF	29	5,590	(41)											5,549	168,243	3%
Sub Total		34,675	28,670	-	-	-	-	-	-	-	-	-	-	63,345	2,520,844	3%
Public Safety																
various STATE DRUG ENFORCEMENT	25	1,341	31,530											32,872	192,700	17%
various DUI COURT FINES	26	3,253	6,263											9,517	120,300	8%
various POLICE PROGRAMS/LAB	27	241	311											551	3,300	17%
various FEDERAL DRUG ENFORCEMENT	30	89	85											174	85,200	0%
various FOREIGN FIRE INSURANCE	37	525	141											666	137,000	0%
various 2018 PROJECT FUND	44	560	560											1,120	65,500	2%
Sub Total		6,008	38,891	-	-	-	-	-	-	-	-	-	-	44,900	604,000	7%
Debt Service																
various DEBT SERVICE	50	32,097	31,861											63,959	2,830,600	2%
Public Works & Capital																
various LOCAL STREETS & ROADS	42	154,047	145,714											299,762	1,956,528	15%
various CAPITAL STREET PROJECTS	45	438	30,409											30,847	485,000	6%
various MFT PROJECTS	46	623,961	237,957											861,918	10,123,755	9%
various FLEET MAINTENANCE	60	237,762	243,916											481,679	3,112,580	15%
various EQUIPMENT REPLACEMENT	61	824	633											1,456	550,100	0%
various STORMWATER PROJECTS	78	128,580	114,785											243,365	1,710,552	14%
various SEWER PROJECTS	79	1,041,347	1,005,327											2,046,674	11,273,155	18%
Sub Total		2,186,959	1,778,742	-	-	-	-	-	-	-	-	-	-	3,965,701	29,211,670	14%
Library																
various LIBRARY OPERATIONS	35	103,194	52,789											155,983	3,992,487	4%
various LIBRARY CAPITAL	58	222	216											438	250,150	0%
various LIBRARY TRUST FUNDS	59	185	430											616	33,000	2%
Sub Total		103,602	53,435	-	-	-	-	-	-	-	-	-	-	157,037	4,275,637	4%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: February 2020

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Other Miscellaneous																
various BUILDING FUND	34	48,528	48,453											96,981	1,077,160	9%
various BAND	36	1,080	1,080											2,160	96,581	2%
various RISK MANAGEMENT	64	274,137	276,412											550,549	3,351,600	16%
various EMPLOYEE BENEFIT	65	831,418	821,110											1,652,528	11,090,900	15%
various FIBER OPTICS	77	1,428	975											2,402	825,975	0%
various GRANTS	85	-	-											-	75,000	0%
Sub Total		1,156,592	1,148,029	-	-	-	-	-	-	-	-	-	-	2,304,620	16,517,216	14%
Water Utility & Capital																
various WATER	80	2,463,686	2,393,665											4,857,350	30,639,302	16%
various WATER CAPITAL	81	10,116	9,783											19,898	4,230,000	0%
various WATER BOND FUND	89	249	242											491	15,000	3%
Sub Total		2,474,050	2,403,689	-	-	-	-	-	-	-	-	-	-	4,877,739	34,884,302	14%
Fudiciary Trust & Agency																
various FIRE PENSION	90	265,335	461,185											726,520	10,574,230	7%
various POLICE PENSION	91	378,803	376,937											755,741	11,194,777	7%
Sub Total		644,138	838,122	-	-	-	-	-	-	-	-	-	-	1,482,260	21,769,007	7%
Grand Total Revenues		14,548,733	13,791,332	-	-	-	-	-	-	-	-	-	-	27,589,930	202,675,016	14%

City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

home

Net Assessed Value \$: 837,844,671 not certified
City Tax Rate: 1.69327% not certified

Assessed Value Year
Pay Year

2019
2020
PENDING

note	Tax Levy Item	Fund	Net Assessed Value not certified	input	input	input	Billed \$ Amount not certified
				Tax Rate not certified	Tax Levy \$ Amount ordinance	Extension \$ Amount not certified	
	General Obligation Bond Debt	50	837,844,671	0.25327%	2,122,000.00	2,122,000.00	2,122,000.00
	General Purpose	10	837,844,671	0.00000%	-	-	-
	Fire Pension	10	837,844,671	0.60870%	5,100,000.00	5,100,000.00	5,100,000.00
	Police Pension	10	837,844,671	0.47742%	4,000,000.00	4,000,000.00	4,000,000.00
	City Library	35	837,844,671	0.34613%	2,900,000.00	2,900,000.00	2,900,000.00
	Municipal Band	36	837,844,671	0.00776%	65,000.00	65,000.00	65,000.00
	Public Transit	70					
	xxxxx	xx					
1	Total City		837,844,671	1.69327%	14,187,000.00	14,187,000.00	14,187,000.00
		xx	xx	xx	xx	1.69327	xx
	TIF District (tax code district)		AV Increment Value not certified	Tax Rate not certified	AV Increment \$ Amount	Extension \$ Amount not certified	Billed \$ Amount not certified
	ZTF3 Pines TIF (4062)	28		10.50657%	-	-	-
	ZTF4 SE Plaza TIF (9542)	20		9.51727%	-	-	-
	ZTF5 Olde Towne TIF (4555)	19		10.50657%	-	-	-
	ZTF6 Near North TIF (4455)	21		10.50657%	-	-	-
	ZTF8 Eastgate TIF (9543)	23		9.83341%	-	-	-
	ZTF0 Grand & Oakland (4062)	29		10.50657%	-	-	-
	ZTFA SS Redevelopment (xxxx)	24		10.47230%	-	-	-
2	Redevelopment TIF		-		-	-	-
		xx	xx	xx	xx	xx	xx
	Total Property Tax Levy				14,187,000.00	14,187,000.00	14,187,000.00

Note(s)

- 1 Data per City of Decatur 2019 Tax Levy - certification and extension dated May xx, 2020 certified May xx, 2020 received by City May xx, 2020
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated May xx, 2020 received by City May xx, 2020

Prepared By:
Office of the City Treasurer

**City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Tax Collections**

**Assessed Value Year
Pay Year**

**2019
2020
PENDING**

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input	input	input	Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 6/xx/2020	Distribution 2 9/xx/2020	Distribution 3 12/xx/2020			
General Obligation Bond Debt	50	2,122,000.00	99.0%	2,100,780.00				-	2,100,780.00	0.0%
General Purpose	10	-	99.0%	-				-	-	-
Fire Pension	10	5,100,000.00	99.0%	5,049,000.00				-	5,049,000.00	0.0%
Police Pension	10	4,000,000.00	99.0%	3,960,000.00				-	3,960,000.00	0.0%
City Library	35	2,900,000.00	99.0%	2,871,000.00				-	2,871,000.00	0.0%
Municipal Band	36	65,000.00	99.0%	64,350.00				-	64,350.00	0.0%
Mass Transit		-						-	-	
Public Building Bonds		-						-	-	
Total City		14,187,000.00		14,045,130.00	-	-	-	-	14,045,130.00	0.0%
City Collection Rate:								0.0%		
ZTF3 Pines TIF (4062)	28	-	100.0%	-				-	0	-
ZTF4 SE Plaza TIF (9542)	20	-	100.0%	-				-	0	-
ZTF5 Olde Towne TIF (4555)	19	-	98.0%	-				-	0	-
ZTF6 Near North TIF (4455)	21	-	100.0%	-				-	0	-
ZTF8 Eastgate TIF (9543)	23	-	100.0%	-				-	0	-
ZTF0 Grand & Oakland (xxxx)	29	-	100.0%	-				-	0	-
ZTFA SS Redevelopment (xxxx)	24	-	100.0%	-				-	0	-
Redevelopment TIF		-		-	-	-	-	-	-	-
City Collection Rate:								#DIV/0!		
Total Property Tax Levy		14,187,000.00		14,045,130.00	-	-	-	-	14,045,130.00	0.0%
City Collection Rate:								0.0%		

Note(s)

- 1 Payment received 06/xx/2020 from Macon County Treasurer with check distribution / checks xxxxx, dated June xx, 2020
- 2 Payment received 09/xx/2020 from Macon County Treasurer with check distribution / checks xxxxx, dated September xx, 2020
- 3 Payment received 12/3xx/2020 from Macon County Treasurer with check distribution / checks xxxxx, dated December xx, 2020

Footnote (Not a part of City Tax Levy)

Decatur Road & Bridge Tax Distribution	10-0831-301102
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input	input	input	Total
Distribution 1	Distribution 2	Distribution 3	Distribution
6/xx/2020	9/xx/2020	12/xx/2020	

Total County Distribution to Civil City

XX XX XX

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106
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Distribution to City including TIF & Mobile Home

XX XX XX

test s/b "0"

Prepared By:

Office of the City Treasurer

General Obligation Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-
General Purpose	10-0231-301103	-	ZTF4 SE Plaza TIF (9542)	20-43200-301103	-
Fire Pension	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-
Police Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-
City Library	35-59350-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-
Municipal Band	36-43360-301103	-	ZTF0 Grand & Oakland (xxxx)	29-43291-301103	-
			ZTFA SS Redevelopment (xxxx)	24-43241-301103	-

City of Decatur
City Treasurer's Financial Report
Grant Tracking Schedule

Period Ending: February 2020

Grant ID	Div	Grant Name	State	Federal	In Budget	Status	Grant Amount
55	015 Executive	02-1439-17758 BICYCLE PLAN, STATEWIDE PLANNING & RESEARCH FUND		X	Y	PENDING	60,000
62	015 Executive	AJCY203066 IPHCA CENSUS GRANT (SUB RECIPIENT)	n/a	n/a	Y	ACTIVE	25,000
1	050 Planning & Sustainability	702202 ITEP DECATUR CORRIDOR MONUMENT		X	Y	ACTIVE	1,000,000
45	050 Planning & Sustainability	19-1009-6847 TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	ACTIVE	277,090
46	050 Planning & Sustainability	19-1009-6847 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	ACTIVE	69,272
48	050 Planning & Sustainability	BROWNFIELDS COMMUNITY WIDE ASSESSMENT GRANT		X	N	DENIED	300,000
52	050 Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	ACTIVE	279,297
53	050 Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	ACTIVE	69,824
58	050 Planning & Sustainability	MUELLER COMPANY EXPANSION	X			ACTIVE	500,000
42	053 Neighborhood Services	APP-51418 ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELIEF PROGRAM	n/a		Y	ACTIVE	125,000
56	053 Neighborhood Services	APP-1589 ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELIEF PROGRAM	n/a		Y	ACTIVE	55,000
C2016	054 Neighborhood Outreach	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,268,061
C2017	054 Neighborhood Outreach	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,262,045
C2018	054 Neighborhood Outreach	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,378,744
C2019	054 Neighborhood Outreach	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	
H2016	054 Neighborhood Outreach	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	327,118
H2017	054 Neighborhood Outreach	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	330,899
H2018	054 Neighborhood Outreach	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	444,741
H2019	054 Neighborhood Outreach	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	
32	065 Police	2017 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	26,954
43	065 Police	AP-19-0072 STEP		X	Y	ACTIVE	69,540
49	065 Police	AP-20-0069 STEP		X	Y	ACTIVE	125,742
63	065 Police	AP-21-xxxx STEP PENDING		X	Y	PENDING	101,118
44	065 Police	2018 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	28,400
54	065 Police	2019 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	15,099
59	070 Fire	EMW-2018-FO-05460 ASSISTANCE TO FIREFIGHTERS GRANT		X	Y	ACTIVE	80,932
09334	082 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W	X		Y	ACTIVE	2,006,014
09335	082 Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP		X	N	ACTIVE	25,000,000
09336	082 Public Works	PENDING-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEGE	X		N	PENDING	12,000,000
12221	082 Public Works	IEPA L17-5315 WATER POLLUTION CONTROL-NELSON PARK SEWER		X	Y	ACTIVE	4,844,000
1406	082 Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
14062	082 Public Works	17 751 04201 SUPPLY CHAIN NETWORK PLANNING & OPTIMIZATION STRATEGY		X	N	ACTIVE	230,020
1507	082 Public Works	IEPA L17-5329 WATER POLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
1706	082 Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES		X	N	ACTIVE	2,000,000
1722	082 Public Works	IEPA L17-5498 WATER POLLUTION CONTROL-MCKINLEY SEWER		X	Y	ACTIVE	5,911,143
L2018	350 Library	FY2018 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	CLOSED	95,152
L2019	350 Library	FY2019 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	ACTIVE	95,153
L2020	350 Library	FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	PENDING	
47	350 Library	19-2032-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	14,600
61	350 Library	20-pnd-PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	14,900
F16-1	700 Mass Transit	IL-2016-027-00 FY1 OPERATING ASSISTANCE/CAPITAL		X	Y	ACTIVE	1,651,807
F17-2	700 Mass Transit	IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS		X	Y	ACTIVE	153,802
F19	700 Mass Transit	IL-2019-006-00 2017-2019 OPERATING ASSISTANCE		X	Y	ACTIVE	3,350,000
F20	700 Mass Transit	IL-2020-xxx-xx OPERATING ASSISTANCE		X	Y	PENDING	1,800,000
FC18	700 Mass Transit	IL-2018-PND FY18 CAPITAL		X	Y	SUBMITTED	152,000
FC19	700 Mass Transit	IL-2019-PND FY19 CAPITAL		X	Y	SUBMITTED	148,400
FC191	700 Mass Transit	IL-2019-010-00 BUS PROCUREMENT GRANT		X	N	ACTIVE	4,662,000
FC20	700 Mass Transit	IL-2020-010-01 PENDING FY20 CAPITAL		X	Y	SUBMITTED	296,100
S18	700 Mass Transit	OP-18-08-IL #4876 FY-2018 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	10,051,800
S19	700 Mass Transit	OP-19-08-IL #4953 FY-2019 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	11,057,000
S20	700 Mass Transit	OP-20-47-IL #5063 FY-2020 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	12,162,700
SC14	700 Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,190,000
50	700 Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS		X	Y	ACTIVE	60,000
51	700 Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS	X		Y	ACTIVE	15,000

Bold print indicates information updated from previous month's report

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February 2020

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	8,357	2,507											10,864	63,000	63,000	17%
015	EXECUTIVE	10	56,242	51,188											107,429	697,661	697,661	15%
016	HUMAN RESOURCES	10	41,111	36,689											77,800	568,577	568,577	14%
017	INFORMATION TECHNOLOGIES	10	167,074	126,221											293,296	1,993,326	1,993,326	15%
018	CITY CLERK	10	1,027	415											1,443	11,130	11,130	13%
020	LEGAL	10	71,827	69,229											141,056	928,072	928,072	15%
035	FINANCE	10	104,434	97,229											201,662	1,547,756	1,547,756	13%
037	PURCHASING	10	20,080	17,429											37,510	280,114	280,114	13%
038	CIVIC CENTER	10	17,520	17,062											34,581	206,594	206,594	17%
039	CITY GENERAL ADMINISTRATIVE	10	138,500	35,365											173,865	1,700,254	1,700,254	10%
Sub Total			626,172	453,333	-	-	-	-	-	-	-	-	-	-	1,079,505	7,996,484	7,996,484	13%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	42,232	38,553											80,785	651,371	651,371	12%
052	BUILDING INSPECTIONS	10	47,654	48,246											95,901	669,412	669,412	14%
053	NEIGHBORHOOD INSPECTIONS	10	52,335	54,314											106,649	965,179	965,179	11%
054	REVITALIZATION & HOUSING SERV	10	26,884	29,451											56,335	388,308	388,308	15%
055	ECONOMIC DEVELOPMENT	10	115,322	122,772											238,094	472,106	472,106	50%
Sub Total			284,427	293,337	-	-	-	-	-	-	-	-	-	-	577,763	3,146,376	3,146,376	18%
Public Safety																		
065	POLICE	10	2,009,203	1,651,990											3,661,194	28,240,407	28,240,407	13%
070	FIRE	10	1,202,818	1,115,596											2,318,414	20,752,278	20,752,278	11%
Sub Total			3,212,021	2,767,586	-	-	-	-	-	-	-	-	-	-	5,979,608	48,992,685	48,992,685	12%
Public Works																		
080	PUBLIC WORKS ADMIN	10	162,885	29,185												584,288	584,288	0%
082	ENGINEERING	10	86,214	84,400												1,389,888	1,389,888	0%
083	MUNICIPAL SERVICES	10	367,224	382,485												4,895,768	4,895,768	0%
084	STREETS	10	81,780	79,045												1,059,969	1,059,969	0%
086	TRAFFIC & PARKING	10	116,862	151,046												1,647,407	1,647,407	0%
088	URBAN FORESTRY	10	34,097	33,107												587,135	587,135	0%
Sub Total			849,063	759,267	-	-	-	-	-	-	-	-	-	-	-	10,164,455	10,164,455	0%
General Fund Expenditure Total			4,971,683	4,273,523	-	-	-	-	-	-	-	-	-	-	7,636,876	70,300,000	70,300,000	11%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February 2020

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Original	Revised	YTD
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget	% of Budget
Development Services																	
170 HOME PROGRAM	17	6,447	2,300											8,747	364,628	364,628	2%
171 PROGRAM DELIVERY COSTS	17	34,551	53											34,604	673,256	673,256	5%
181 PROJECTS	18	33,614	29,178											62,792	1,094,600	1,094,600	6%
183 REHAB PROJECTS	18	67,417	67,192											134,609	605,624	605,624	22%
184 ADMINISTRATION	18	23,079	17,833											40,911	469,591	469,591	9%
220 DUATS	22	-	208,566											208,566	349,120	349,120	60%
400 PEG PROJECTS	40	2,528	4,080											6,608	79,397	79,397	8%
701 MT-OPERATIONS	70	80,454	54,992											135,445	6,948,878	6,948,878	2%
702 MT-MAINTENANCE	70	69,246	20,813											90,058	450,136	450,136	20%
703 MT-TRANSPORTATION	70	93,441	65,219											158,661	706,294	706,294	22%
704 MT-INSURANCE	70	26,241	1,075											27,316	70,400	70,400	39%
705 MT-CAPITAL	70	4,429,161	1,214,053											5,643,214	6,104,000	6,104,000	92%
820 DCDF	82	632	5,238											5,870	155,000	155,000	4%
840 COMMUNITY REVITALIZATION	84	-	-											-	278,000	278,000	0%
841 COMM REVITALIZATION GRANT	84	77,578	45,405											122,983	2,164,000	2,164,000	6%
880 RECYCLING	88	48,517	64,954											113,471	657,067	657,067	17%
Sub Total		4,992,904	1,800,950	-	-	-	-	-	-	-	-	-	-	6,793,854	21,169,991	21,169,991	32%
Redevelopment & TIF																	
190 OLDE TOWNE TIF	19	-	-											-	984,960	984,960	0%
200 SE PLAZA TIF	20	-	26,418											26,418	379,106	379,106	7%
210 WABASH CROSSING TIF	21	-	-											-	1,116,000	1,116,000	0%
230 EASTGATE TIF	23	-	-											-	308,009	308,009	0%
241 SOUTHSIDE TIF	24	-	-											-	60,200	60,200	0%
281 PINES SHOPPING CENTER TIF	28	-	100,511											100,511	100,725	100,725	100%
291 GRAND & OAKLAND TIF	29	-	166,673											166,673	168,243	168,243	99%
Sub Total		-	293,602	-	-	-	-	-	-	-	-	-	-	293,602	3,117,243	3,117,243	9%
Public Safety																	
251 STATE DRUG ACTIVITIES	25	21,618	8,930											30,548	321,360	321,360	10%
260 DUI COURT FINES	26	7,969	24,727											32,696	151,000	151,000	22%
270 POLICE PROGRAMS/LAB	27	-	19											19	41,000	41,000	0%
302 FEDERAL DRUG ENFORCEMENT	30	-	-											-	150,000	150,000	0%
371 FOREIGN FIRE INSURANCE	37	12,023	18,386											30,409	137,000	137,000	22%
440 2018 PROJECT FUND	44	190,206	2,697											192,903	6,261,016	6,261,016	3%
Sub Total		231,816	54,758	-	-	-	-	-	-	-	-	-	-	286,575	7,061,376	7,061,376	4%
Debt Service																	
504 DS-2018 BOND-FIRE STATIONS	50	-	465,800											465,800	656,200	656,200	71%
505 DS-2018 BOND-FIRE RENOVATIONS	50	-	94,175											94,175	132,250	132,250	71%
506 DS-2019 BOND	50	-	-											-	276,480	276,480	0%
516 DS-2010A BOND	50	-	-											-	545,700	545,700	0%
518 DS-2010C BOND	50	-	-											-	137,800	137,800	0%
521 DS-2012 GO BOND	50	-	704,376											704,376	746,322	746,322	94%
Sub Total		-	1,264,351	-	-	-	-	-	-	-	-	-	-	1,264,351	2,494,752	2,494,752	51%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

February 2020

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Works & Capital																		
420	LOCAL MFT INITIATIVE PROJECTS	42	1,070	417											-			
421	LOCAL STREET CAP PROJECTS	42	-	598,143											1,487	1,655,004	1,655,004	0%
451	CAPITAL STREET PROJECTS	45	5,000	76,924											598,143	1,191,429	1,191,429	50%
460	MFT PROJECTS	46	353,470	624,662											81,924	1,042,250	1,042,250	8%
601	FLEET OPERATIONS	60	107,611	138,262											978,131	10,699,966	10,699,966	9%
602	FLEET INVENTORY	60	22,499	56,204											245,874	1,697,302	1,697,302	14%
611	POLICE CAPITAL	61	33,791	3,677											78,702	1,225,600	1,225,600	6%
612	FIRE CAPITAL	61	-	77,541											37,469	684,639	684,639	5%
613	PUBLIC WORKS CAPITAL	61	-	66,174											77,541	186,303	186,303	42%
780	STORM WATER PROJECTS	78	60,178	63,130											66,174	268,711	268,711	25%
782	STORM DEBT SERVICE-2017 IEPA	78	-	-											123,307	2,157,100	2,157,100	6%
790	SEWER PROJECTS	79	224,688	586,188											-	206,332	206,332	0%
792	SEWER DEBT SERVICE-2013 IEPA	79	-	-											810,876	13,529,122	13,529,122	6%
793	SEWER DEBT SERVICE-2015 IEPA	79	66,351	-											-	459,695	459,695	0%
794	SEWER DEBT SERVICE-2015 IEPA	79	-	-											66,351	132,702	132,702	50%
															-	508,121	508,121	0%
Sub Total			874,658	2,291,322	-	-	-	-	-	-	-	-	-	-	3,165,980	35,644,276	35,644,276	9%
Library																		
351	LIBRARY OPERATIONS	35	291,465	279,410											570,875	3,985,458	3,985,458	14%
582	LIBRARY CAPITAL PROJECTS	58	-	-											-	250,000	250,000	0%
591	DPL-CANTONI TRUST	59	-	-											-	-	-	-
592	DPL-MEYER TRUST	59	1,977	2,015											3,992	47,000	47,000	8%
594	DPL-DONATIONS	59	-	-											-	30,000	30,000	0%
Sub Total			293,441	281,425	-	-	-	-	-	-	-	-	-	-	574,867	4,312,458	4,312,458	13%
Other Miscellaneous																		
340	BUILDING FUND	34	9,112	265,948											275,060	1,080,010	1,080,010	25%
360	BAND	36	1,709	576											2,285	96,581	96,581	2%
641	RISK MANAGEMENT	64	25,201	16,186											41,387	429,493	429,493	10%
642	WORKER'S COMPENSATION	64	176,355	141,928											318,283	2,004,250	2,004,250	16%
643	LIABILITY PROPERTY & CASUALTY	64	(38,271)	18,486											(19,785)	732,000	732,000	-3%
651	MEDICAL INSURANCE	65	865,276	714,879											1,580,155	11,812,424	11,812,424	13%
653	UNEMPLOYMENT INSURANCE	65	-	-											-	18,000	18,000	0%
770	FIBER OPTICS	77	-	4,736											4,736	866,000	866,000	1%
850	GRANTS	85	-	-											-	75,000	75,000	0%
Sub Total			1,039,381	1,162,739	-	-	-	-	-	-	-	-	-	-	2,202,120	17,113,758	17,113,758	13%
Water Utility & Capital																		
801	WATER PRODUCTION	80	272,592	465,548											738,140	5,428,244	5,428,244	14%
802	WATER LAKE SERVICES	80	85,819	100,407											186,226	1,457,389	1,457,389	13%
803	WATER ADMINISTRATION	80	331,747	332,369											664,115	6,803,233	6,803,233	10%
804	WATER SERVICES	80	269,253	269,094											538,347	3,583,346	3,583,346	15%
805	UTILITY CUSTOMER SERVICE	80	69,262	87,037											156,299	994,379	994,379	16%
808	WATER DEBT SERV-GO BONDS	80	-	6,539,409											6,539,409	11,176,272	11,176,272	59%
809	WATER DEBT-NITRATE FACILITY	80	-	-											-	484,538	484,538	0%
808	WATER DEBT-MAIN&FRANK TANK	80	180,840	-											180,840	361,681	361,681	50%
80C	WATER DEBT-ENERGY PROJECT	80	-	331,436											331,436	1,335,101	1,335,101	25%
811	WATER NON LAKE CAPITAL	81	13,371	336,453											349,824	5,790,186	5,790,186	6%
812	WATER LAKE CAPITAL	81	29,565	-											29,565	1,140,000	1,140,000	3%
890	WATER BONDS	89	-	-											-	3,303,547	3,303,547	0%
Sub Total			1,252,449	8,461,754	-	-	-	-	-	-	-	-	-	-	9,714,202	41,857,916	41,857,916	23%
Fudiciary Trust & Agency																		
900	FIRE PENSION	90	722,612	717,339											1,439,951	9,292,580	9,292,580	15%
910	POLICE PENSION	91	746,579	748,680											1,495,260	9,522,476	9,522,476	16%
Sub Total			1,469,191	1,466,020	-	-	-	-	-	-	-	-	-	-	2,935,211	18,815,056	18,815,056	16%
Grand Total Expenditures			15,125,524	21,350,444	-	-	-	-	-	-	-	-	-	-	34,867,638	221,886,826	221,886,826	16%

City of Decatur
Water Utility Financial Report
Operating Fund Statement of Revenue and Expense

Month of: February 2020

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	2,333,114	2,249,443	83,671	2,242,273	90,841
UCB Billing Reimb	43,885	45,326	(1,441)	40,058	3,827
Tapping Fees	151	6,220	(6,069)	5,688	(5,537)
Interest Income	-	10,969	(10,969)	2,995	(2,995)
Other Income	16,514	1,644	14,870	3,080	13,434
Total Revenue	2,393,664	2,313,602	80,062	2,294,094	99,570
Cost of Service					
Water Production	465,548	414,205	51,343	386,056	79,492
Water Services	269,094	272,255	(3,161)	250,421	18,673
Total Cost of Service	734,642	686,460	48,182	636,477	98,165
% of Revenue	30.7%	29.7%		27.7%	
Water Gross Margin	1,659,022	1,627,142	31,880	1,657,617	1,405
% of Revenue	69.3%	70.3%		72.3%	
Operating Expense					
Lake Management	100,407	92,758	7,649	60,724	39,683
Water Administration	332,369	433,402	(101,033)	434,584	(102,215)
Customer Service	87,037	73,218	13,819	78,192	8,845
Total Operating Expense	519,813	599,378	(79,565)	573,500	(53,687)
% of Revenue	21.7%	25.9%		25.0%	
Margin Before Debt Service	1,139,209	1,027,764	111,445	1,084,117	55,092
% of Revenue	47.6%	44.4%		47.3%	
Debt Service					
GO Bond Debt	6,539,409	6,539,034	375	6,734,934	(195,525)
IEPA - Nitrate Facility	-	-	-	-	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	331,436	331,436	-	322,548	8,888
Total Debt Service	6,870,845	6,870,470	375	7,057,482	(186,637)
% of Revenue	287.0%	297.0%		307.6%	
Operating Income	(5,731,636)	(5,842,706)	111,070	(5,973,365)	241,729
% of Revenue	-239.5%	-252.5%		-260.4%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Income after Capital Transfer	(5,731,636)	(5,842,706)	111,070	(5,973,365)	241,729
% of Revenue	-239.5%	-252.5%		-260.4%	

Balance Sheet Items (Operating Fund)					
Cash	392,615		817,902		
Interfund AR	-		-		
Investments	-		-		
Total Cash & Investments	392,615		817,902		
Accounts Receivable	2,574,603		2,571,327		

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
4,747,685	4,608,303	139,382	4,593,615	154,070
88,071	89,484	(1,413)	79,017	9,054
151	6,258	(6,107)	5,723	(5,572)
4,929	23,518	(18,589)	6,421	(1,492)
16,514	2,343	14,171	4,468	12,046
4,857,350	4,729,906	127,444	4,689,244	168,106
738,140	618,889	119,251	564,616	173,524
538,347	521,357	16,990	481,146	57,201
1,276,487	1,140,246	136,241	1,045,762	230,725
26.3%	24.1%		22.3%	
3,580,863	3,589,660	(8,797)	3,643,482	(62,619)
73.7%	75.9%		77.7%	
186,226	243,651	(57,425)	156,524	29,702
664,116	759,235	(95,119)	760,845	(96,729)
156,299	145,668	10,631	155,116	1,183
1,006,641	1,148,554	(141,913)	1,072,485	(65,844)
20.7%	24.3%		22.9%	
2,574,222	2,441,106	133,116	2,570,997	3,225
53.0%	51.6%		54.8%	
6,539,409	6,539,034	375	6,735,987	(196,578)
-	-	-	-	-
180,840	180,840	-	180,840	-
331,436	331,436	-	322,548	8,888
7,051,685	7,051,310	375	7,239,375	(187,690)
145.2%	149.1%		154.4%	
(4,477,463)	(4,610,204)	132,741	(4,668,378)	190,915
-92.2%	-97.5%		-99.6%	
-	-	-	-	-
(4,477,463)	(4,610,204)	132,741	(4,668,378)	190,915
-92.2%	-97.5%		-99.6%	

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Capital Fund Statement of Revenue and Expense

Month of: February 2020

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,750,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	-	-	-	1,000,000	Actual ADM cost share
IEPA Loan draw down	-	-	-	-	-	
Other	9,783	19,899	19,795	104	275,538	
Total Revenue	9,783	19,899	19,795	104	4,025,538	

CapEx Project Spending					
Operating CapEx	-	-	-	-	300,000
Professional Services	-	-	-	-	247,000
Capital Equipment	-	-	-	-	500,000
Water Distribution	-	-	-	-	34,000
Pump Stations	-	-	-	-	-
Water Main Replacement	305,694	305,892	682,279	(376,387)	4,000,000
Water System Improv	30,759	39,999	105,064	(65,065)	350,897
SWTP CapEx	-	3,933	-	3,933	642,186
Lake Operating	-	29,565	-	29,565	10,000
Other Equipment	-	-	-	-	30,000
EPA Non Source	-	-	-	-	25,000
Lakefront Development	-	-	-	-	430,000
Sediment Control	-	-	-	-	35,000
Additional Water Supply	-	-	50,561	(50,561)	237,324
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	336,453	379,389	837,904	(458,515)	6,841,407

Surplus (Deficit)	(326,670)	(359,490)	(818,109)		(2,815,869)
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Capital Fund Cash Position

Cash at January 1, 2019	3,778,676			
Current Cash Position	2,350,762	Cash Position Target at December 31, 2019		962,807
Interfund AR	1,681,816			
included in cash above	-			

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,465	24,550											52,015	
Industrial	32	32											64	
Commercial	2,740	2,544											5,284	
Total	30,237	27,126	-	-	-	-	-	-	-	-	-	-	57,363	97.8%
Delinquent Bills														
Residential	8,038	6,813											14,851	
Industrial	-	-											-	
Commercial	369	254											623	
Total	8,407	7,067	-	-	-	-	-	-	-	-	-	-	15,474	98.9%
Total Bill Count	38,644	34,193	-	-	-	-	-	-	-	-	-	-	72,837	98.1%
Cubit Feet Consumption Billed														
Residential	11,707,150	10,372,676											22,079,826	94.2%
Industrial	40,279,029	41,245,674											81,524,703	98.0%
Commercial	9,711,877	9,498,783											19,210,660	99.3%
Total	61,698,056	61,117,133	-	-	-	-	-	-	-	-	-	-	122,815,189	97.5%
Water Shut Offs														
Customer Service Telephone Calls	458	350											808	119.0%
	5,497	4,608											10,105	107.1%
Water Billed \$														
Residential	\$ 703,504	\$ 624,756											\$ 1,328,260	96.8%
Industrial	\$ 1,071,513	\$ 1,094,639											\$ 2,166,152	103.7%
Commercial	\$ 498,734	\$ 476,749											\$ 975,483	102.3%
Total	\$ 2,273,751	\$ 2,196,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,469,894	101.3%
Penalty \$	\$ 12,927	\$ 10,837											\$ 23,765	96.1%
Total Billed	\$ 2,286,678	\$ 2,206,981	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,493,659	101.2%
Water Gallonage														
Gallons (000)	311,890	302,030											613,920	116.7%
\$ Billed	\$ 94,815	\$ 91,817											\$ 186,632	116.7%
Water Billed vs Cash Receipts														
Billed \$	\$ 2,381,493	\$ 2,298,798	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,680,291	101.8%
Cash Revenue \$	\$ 2,414,571	\$ 2,333,114											\$ 4,747,685	103.4%
% Cash to Billed	101.4%	101.5%	-	-	-	-	-	-	-	-	-	-	101.4%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	27,735	25,525	26,305	27,644	28,607	23,764	28,621	27,007	24,637	27,701	24,026	28,618	320,190	
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384	
Commercial	2,765	2,541	2,649	2,689	2,831	2,443	2,783	2,697	2,496	2,787	2,381	2,873	31,935	
Total	30,532	28,098	28,986	30,365	31,470	26,239	31,436	29,736	27,165	30,520	26,439	31,523	352,509	
Delinquent Bills														
Residential	7,993	6,901	6,706	6,950	8,032	6,910	7,749	8,147	7,136	8,437	6,086	8,592	89,639	
Industrial	-	-	-	-	-	-	-	25	2	-	-	-	27	
Commercial	376	375	287	305	350	377	333	324	345	390	356	366	4,184	
Total	8,369	7,276	6,993	7,255	8,382	7,287	8,082	8,496	7,483	8,827	6,442	8,958	93,850	
Total Bill Count	38,901	35,374	35,979	37,620	39,852	33,526	39,518	38,232	34,648	39,347	32,881	40,481	446,359	
Cubit Feet Consumption Billed														
Residential	12,041,691	11,407,635	10,584,868	11,506,204	12,111,824	11,249,039	14,021,911	14,869,628	12,152,490	12,930,056	10,566,313	12,114,225	145,555,884	
Industrial	41,841,009	41,375,005	37,010,223	43,526,726	42,700,648	44,404,008	45,261,989	45,128,038	45,878,359	43,707,149	38,624,948	40,522,893	509,980,995	
Commercial	9,753,438	9,597,629	9,383,432	10,020,604	10,261,031	10,785,982	12,932,760	14,513,563	14,131,344	13,628,215	10,645,390	10,358,306	136,011,694	
Total	63,636,138	62,380,269	56,978,523	65,053,534	65,073,503	66,439,029	72,216,660	74,511,229	72,162,193	70,265,420	59,836,651	62,995,424	791,548,573	
Water Shut Offs														
Customer Service Tphone Calls	339	340	300	341	317	286	370	361	344	385	318	365	4,066	
	4,819	4,615	4,383	4,780	5,124	4,787	5,481	5,443	5,231	5,376	4,846	5,576	60,461	
Water Billed \$														
Residential	\$ 707,015	\$ 664,990	\$ 628,859	\$ 681,520	\$ 717,380	\$ 665,840	\$ 818,685	\$ 850,040	\$ 709,288	\$ 759,172	\$ 632,034	\$ 727,674	\$ 8,562,497	
Industrial	\$ 1,052,018	\$ 1,037,122	\$ 944,448	\$ 1,115,622	\$ 1,073,867	\$ 1,136,982	\$ 1,154,858	\$ 1,183,611	\$ 1,168,646	\$ 1,120,429	\$ 1,013,463	\$ 1,053,726	\$ 13,054,792	
Commercial	\$ 485,581	\$ 467,965	\$ 463,160	\$ 491,233	\$ 509,097	\$ 516,558	\$ 602,414	\$ 652,443	\$ 630,888	\$ 624,932	\$ 508,457	\$ 527,206	\$ 6,479,934	
Total	\$ 2,244,614	\$ 2,170,077	\$ 2,036,467	\$ 2,288,375	\$ 2,300,344	\$ 2,319,380	\$ 2,575,957	\$ 2,686,094	\$ 2,508,822	\$ 2,504,533	\$ 2,153,954	\$ 2,308,606	\$ 28,097,223	
Penalty \$	\$ 12,791	\$ 11,939	\$ 10,836	\$ 10,622	\$ 12,709	\$ 11,456	\$ 13,507	\$ 40,523	\$ 13,902	\$ 16,313	\$ 11,404	\$ 15,200	\$ 181,202	
Total Billed	\$ 2,257,405	\$ 2,182,016	\$ 2,047,303	\$ 2,298,997	\$ 2,313,053	\$ 2,330,836	\$ 2,589,464	\$ 2,726,617	\$ 2,522,724	\$ 2,520,846	\$ 2,165,358	\$ 2,323,806	\$ 28,278,425	
Water Gallonage														
Gallons (000)	265,330	260,890	288,360	265,660	273,250	297,130	347,210	326,990	340,010	321,630	293,080	303,380	3,582,920	
\$ Billed	\$ 80,660	\$ 79,311	\$ 87,661	\$ 80,761	\$ 83,068	\$ 90,328	\$ 105,552	\$ 99,405	\$ 103,363	\$ 97,776	\$ 89,096	\$ 92,228	\$ 1,089,208	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,338,065	\$ 2,261,327	\$ 2,134,964	\$ 2,379,758	\$ 2,396,121	\$ 2,421,164	\$ 2,695,016	\$ 2,826,022	\$ 2,626,087	\$ 2,618,622	\$ 2,254,454	\$ 2,416,034	\$ 29,367,633	
Cash Revenue \$	\$ 2,351,452	\$ 2,242,273	\$ 2,222,173	\$ 2,394,054	\$ 2,355,840	\$ 2,366,561	\$ 2,664,736	\$ 2,726,050	\$ 2,696,817	\$ 2,672,361	\$ 2,267,038	\$ 2,436,758	\$ 29,396,115	
% Cash to Billed	100.6%	99.2%	104.1%	100.6%	98.3%	97.7%	98.9%	96.5%	102.7%	102.1%	100.6%	100.9%	100.1%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February 2020

	2020 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive	6	6	6											4
Finance	22	21	21											20
Human Resources	4	4	4											4
Information Technology	10	10	10											10
Corporation Counsel	7	7	7											7
Economic & Community Dev	20	19	18											20
Public Safety	267	268	268											258
Public Works	113	111	111											110
Total Full Time	449	446	445	0	0	0	0	0	0	0	0	0	0	433
Part Time Staffing														
Executive														0
Legislative	7	7	7											7
Finance														0
Human Resources														0
Information Technology														0
Corporation Counsel														0
Planning & Building Services														0
Neighborhood Services														0
Public Safety	2	2	2											2
Public Works														1
PW Water Management														0
Total Temporary	9	9	9	0	0	0	0	0	0	0	0	0	0	10
Total City Staff Headcount	458	455	454	0	0	0	0	0	0	0	0	0	0	443

Note: Above report includes all City Staff, Full Time and Temporary W-2 EE's

Supplementary Statistics - Full Time Staffing

General Fund Only	375	388	387											375
Staffing Increase		13	2											28
Staffing Decrease		2	5											28
Turnover Rate - Year to Date		0.5%	1.8%											7.5%
All Other Funds	58	58	58											58
Staffing Increase		2	0											2
Staffing Decrease		0	0											2
Turnover Rate - Year to Date		0.0%	0.0%											3.4%
		-	-	-	-	-	-	-	-	-	-	-	-	-

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February 2020

	2020 Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staff														
Executive														
Executive	3	3	3											3
City Clerk	1	1	1											1
Mass Transit	2	2	2											0
Total	6	6	6	0	0	0	0	0	0	0	0	0	0	4
Financial Management														
Finance	13	12	12											11
Purchasing	2	2	2											2
Water Customer Service	7	7	7											7
Total	22	21	21	0	0	0	0	0	0	0	0	0	0	20
Human Resources	4	4	4											4
Information Technology	10	10	10											10
Corporation Legal Counsel	7	7	7											7
Economic & Community Devel														
Planning & Sustainability	6	5	5											5
Building Inspections	6	6	6											6
Neighborhood Inspection	5	5	4											5
Revitalization & Housing Serv	3	3	3											3
Mass Transit	0													1
Total	20	19	18	0	0	0	0	0	0	0	0	0	0	20
Public Safety														
Fire	109	109	109											109
Police	158	159	159											149
Total	267	268	268	0	0	0	0	0	0	0	0	0	0	258
Public Works														
PW Administration	2	2	2											2
PW Engineering	12	11	11											11
PW Municipal Services	47	47	47											47
Fleet Maintenance	8	8	8											8
Water Production (Admin)	2	2	2											2
Water Production (Lake)	4	4	4											4
Water Production	15	14	14											13
Water Services	23	23	23											23
Total	113	111	111	0	0	0	0	0	0	0	0	0	0	110
Total City Staffing	449	446	445	0	0	0	0	0	0	0	0	0	0	433

Note: Above report includes all Full Time W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: February 2020

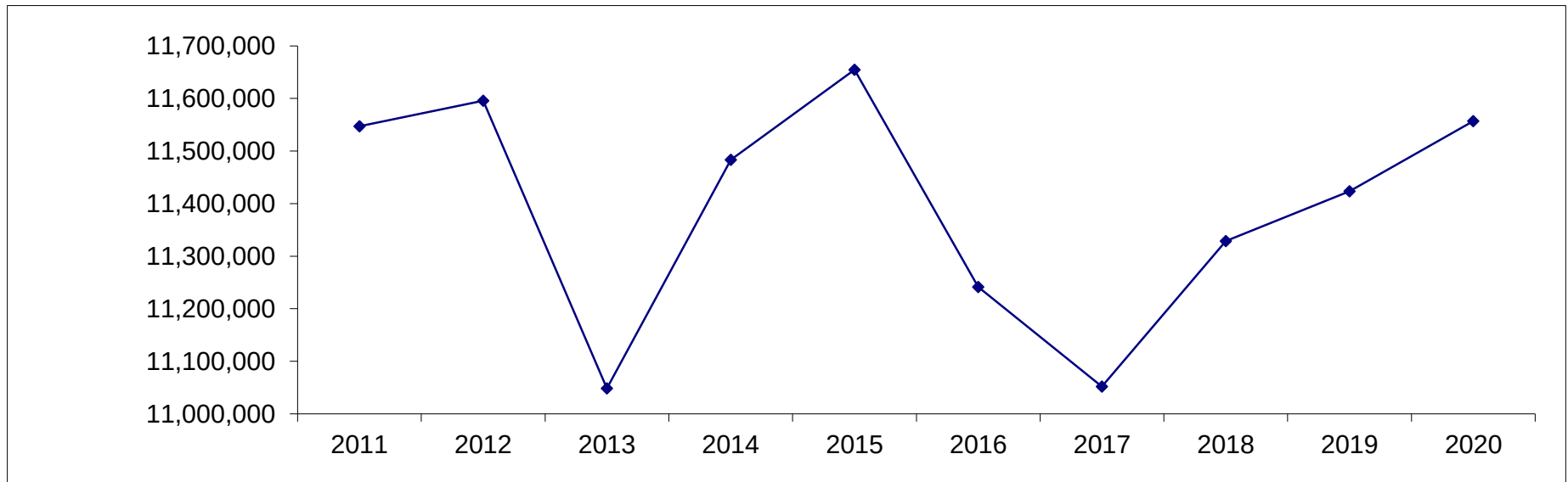
	2020 Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Part Time / Temporary Staff														
Executive														
City Clerk														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Legislative	7	7	7											7
Financial Management														
Finance														
Purchasing														
Risk Management														
Water Customer Service														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Information Technology														0
Human Resources														0
Corporation Legal Counsel														0
Economic & Community Devel														
Planning & Sustainability														
Building Inspections														
Neighborhood Inspection														
Revitalization & Housing Serv														
Mass Transit														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Safety														
Fire														
Police	2	2	2											2
Police Communications														
Total	2	2	2	0	0	0	0	0	0	0	0	0	0	2
Public Works														
Administration														
Engineering														1
Municipal Services														
Water Administration														
Water Production														
Water Services														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total City Staffing	9	9	9	0	0	0	0	0	0	0	0	0	0	10

Note: Above report includes all Temporary W-2 EE's

Projected Revenues

STATE SALES TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	916,053	939,211	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354	A
FEBRUARY	1,104,610	935,641	880,247	914,587	941,678	904,631	899,838	917,921	935,303	955,006	A
MARCH	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,107,133	B
APRIL	844,138	871,624	856,724	825,291	857,417	824,458	789,769	840,607	801,923	811,571	B
MAY	851,665	986,897	884,323	868,465	877,404	867,538	837,972	819,180	845,440	855,611	B
JUNE	941,869	1,021,804	954,864	974,156	978,888	940,736	957,693	978,292	975,295	987,029	B
JULY	966,695	918,786	922,915	935,127	944,686	887,325	906,452	942,693	968,093	979,740	B
AUGUST	942,384	991,930	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	1,023,646	B
SEPTEMBER	976,252	951,845	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	941,469	B
OCTOBER	942,225	911,934	925,873	981,740	991,641	933,239	891,372	943,494	979,187	990,967	B
NOVEMBER	955,438	1,001,513	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	978,934	B
DECEMBER	965,215	906,055	919,141	969,684	976,633	916,175	935,863	935,419	930,430	941,624	B
TOTALS	11,547,387	11,595,938	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,557,085	

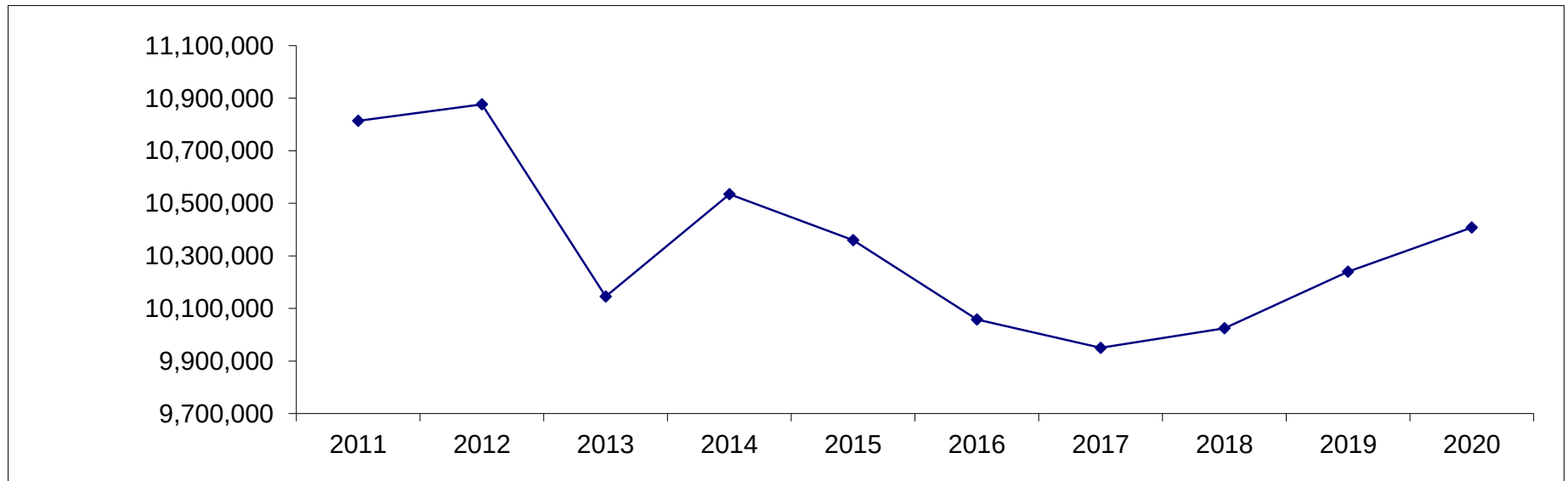


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	841,530	914,456	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608 A
FEBRUARY	880,959	911,162	880,506	862,759	863,243	833,995	838,995	837,288	864,722	856,677 A
MARCH	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	984,504 B
APRIL	767,991	758,516	773,089	739,227	739,805	703,472	702,734	712,309	698,869	714,300 B
MAY	761,238	929,937	775,938	779,506	764,685	744,767	729,878	716,975	739,341	755,666 B
JUNE	863,436	942,726	853,033	865,335	832,374	840,488	855,602	852,317	858,115	877,061 B
JULY	925,802	864,230	846,702	864,489	833,551	791,839	814,658	807,532	860,421	879,418 B
AUGUST	959,067	927,747	619,512	957,423	906,467	867,107	877,154	909,719	920,833	941,164 B
SEPTEMBER	950,587	899,635	901,318	916,077	911,765	904,129	852,928	890,655	873,345	892,628 B
OCTOBER	898,365	838,868	860,182	882,079	875,986	822,711	779,788	836,215	868,200	887,369 B
NOVEMBER	916,686	902,358	897,029	884,609	882,605	854,078	835,747	866,834	875,836	895,174 B
DECEMBER	942,430	898,532	864,499	872,277	860,119	810,233	849,336	827,137	824,656	842,864 B
TOTALS	10,814,030	10,876,609	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	10,407,433



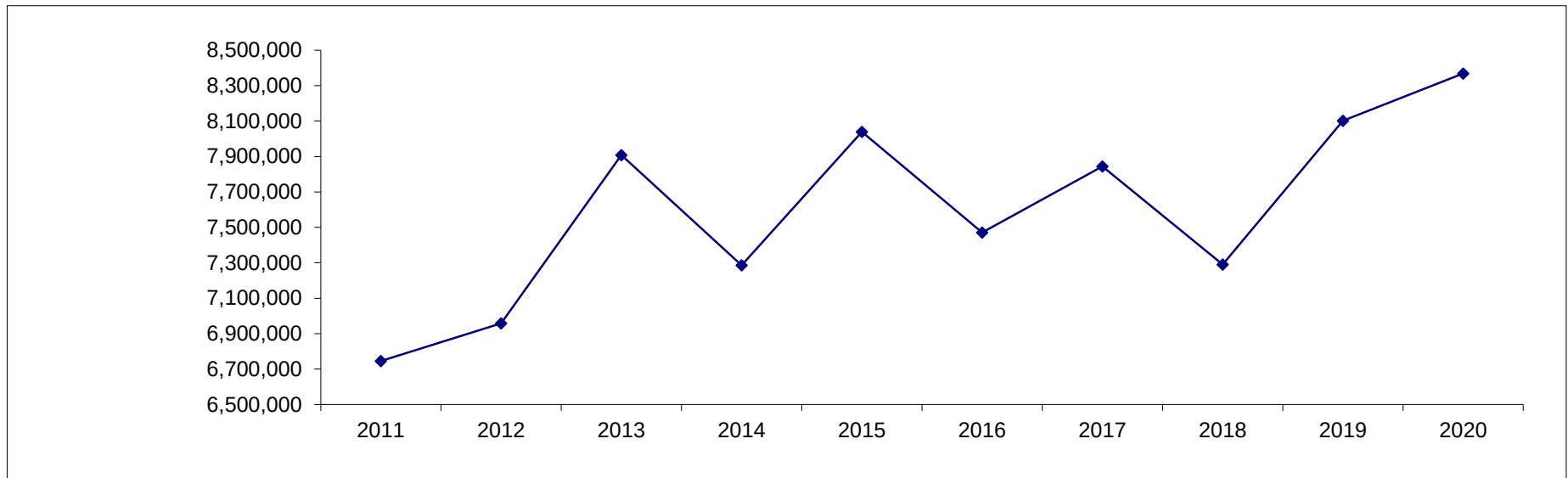
Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand & Oakland TIF funds.

State imposed 2% administrative fee for SFY18 began with September 2017 distribution; decreased to 1.5% for SFY19 and continued at 1.5% for SFY20.

Projected Revenues

STATE INCOME TAX

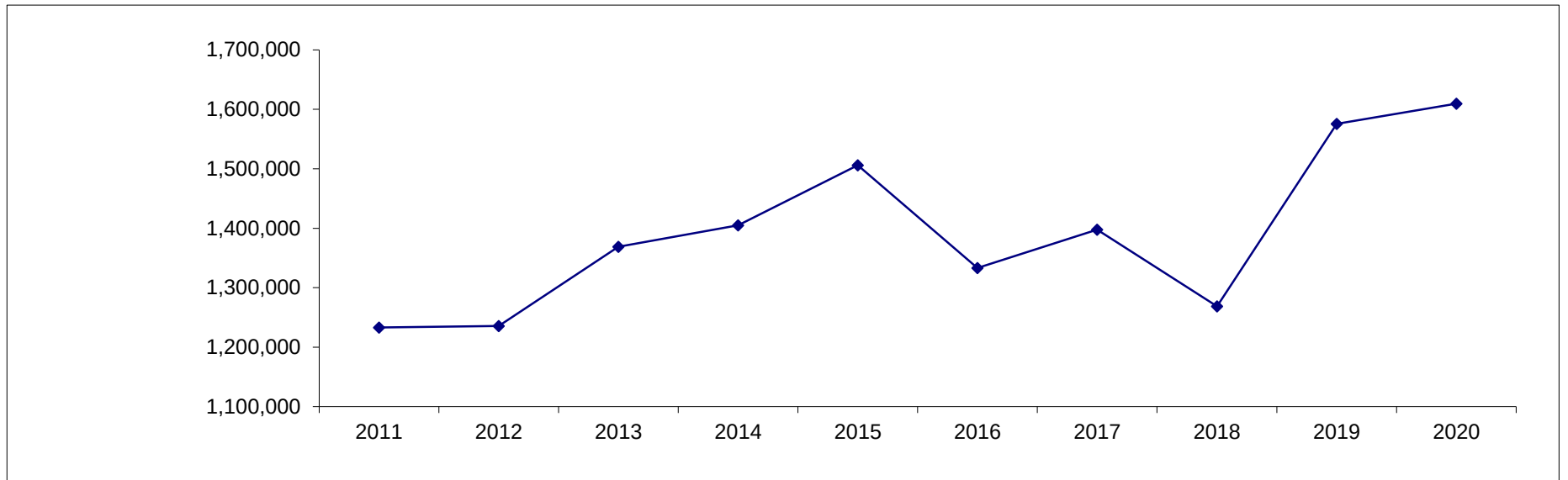
MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	805,061	761,050	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621	A
FEBRUARY	1,038,247	0	478,227	0	0	0	0	837,319	759,834	717,710	A
MARCH	493,074	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	474,099	B
APRIL	562,140	394,295	1,333,938	742,236	925,184	822,346	0	646,373	734,870	761,503	B
MAY	0	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	1,584,036	B
JUNE	694,679	424,269	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	494,688	B
JULY	942,538	658,753	1,298,806	1,150,541	1,364,531	0	1,547,903	652,113	713,920	739,794	B
AUGUST	761,549	956,491	441,258	428,542	566,667	496,310	698,009	478,694	511,760	530,307	B
SEPTEMBER	454,403	502,880	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	469,348	B
OCTOBER	0	645,769	419,882	818,347	0	0	599,068	726,093	808,115	837,403	B
NOVEMBER	588,653	405,227	409,627	0	441,918	450,551	450,852	522,953	527,420	546,535	B
DECEMBER	404,975	401,952	714,661	721,926	776,691	665,793	396,923	433,456	498,389	516,452	B
	10 ct-5 mo delay	13 ct-4 mo delay	13 ct-3 mo delay	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay			
TOTALS	6,745,318	6,957,316	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,368,496	



State's 10% reduction for SFY18 began with August 2017 distribution; reduction of 5% for SFY19; retained 5% reduction for SFY20.

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	134,079	180,082	185,383	233,315	202,878	195,051	217,463	143,616	153,006	226,930	A
FEBRUARY	7,154	1,565	1,605	2,024	717	0	0	0	0	1,981	A
MARCH	78,877	61,281	62,898	80,778	70,137	83,788	147,880	132,622	67,368	65,382	B
APRIL	262,367	276,320	303,821	309,261	364,335	271,921	352,780	260,085	301,619	292,726	B
MAY	188,640	187,031	265,561	227,806	293,618	219,695	227,189	269,213	365,884	355,096	B
JUNE	3,923	5,417	937	0	2,501	12,343	0	0	3,173	3,079	B
JULY	176,542	238,582	260,211	229,514	238,695	239,680	239,384	206,222	217,352	210,943	B
AUGUST	43,808	28,828	29,295	24,688	32,169	27,902	10,712	20,842	26,075	25,306	B
SEPTEMBER	381	3,931	0	6,877	2,356	4,554	0	0	0	0	B
OCTOBER	292,298	181,562	188,719	227,489	239,950	218,004	160,071	190,221	376,967	365,852	B
NOVEMBER	2,542	1,579	0	0	0	1,876	0	0	1,332	1,293	B
DECEMBER	42,441	69,220	70,395	63,058	58,604	58,514	42,179	46,033	62,824	60,972	B
TOTALS	1,233,053	1,235,400	1,368,825	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,609,559	

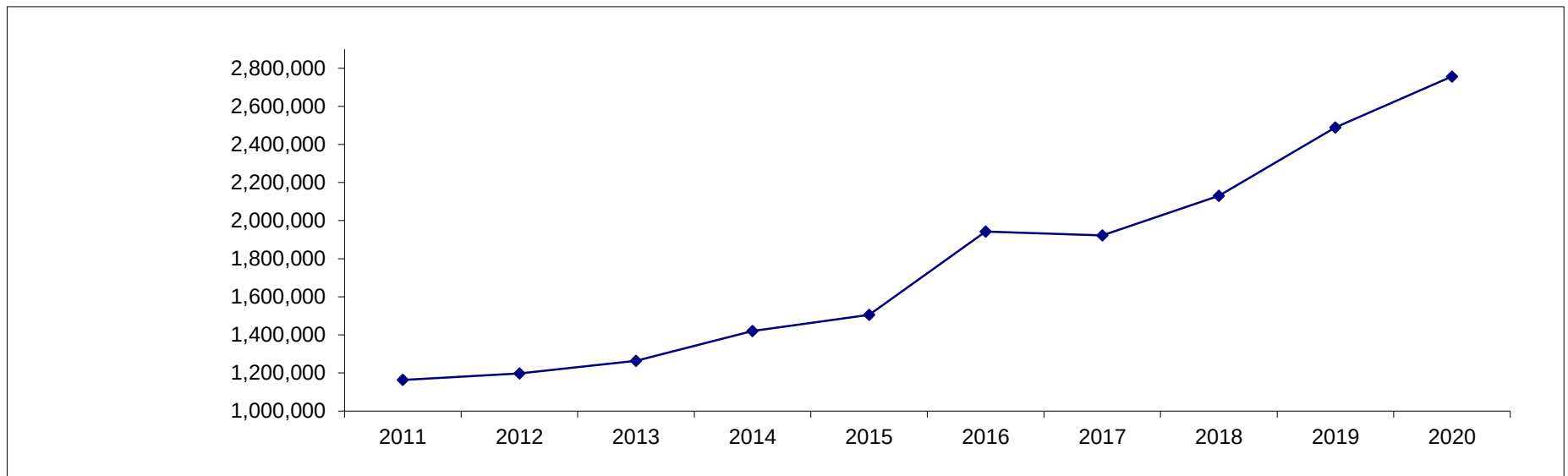


Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	118,641	89,854	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618	A
FEBRUARY	92,228	90,475	103,364	108,961	129,837	146,086	155,199	192,590	227,498	229,171	A
MARCH	145,191	138,269	147,635	171,437	196,801	208,903	241,170	243,593	275,101	305,564	B
APRIL	88,796	88,358	102,769	90,904	69,628	128,350	139,319	145,000	159,583	177,254	B
MAY	95,460	98,119	76,976	89,241	135,902	130,832	131,114	149,116	183,842	204,199	B
JUNE	98,268	103,364	96,618	117,824	143,287	153,738	170,503	180,080	208,996	232,139	B
JULY	91,809	91,336	106,037	108,621	140,649	149,743	146,418	157,169	197,817	219,723	B
AUGUST	89,450	102,769	93,637	115,406	133,971	145,710	147,521	171,381	198,672	220,672	B
SEPTEMBER	98,836	86,379	124,363	128,816	0	164,340	156,033	183,541	201,970	224,336	B
OCTOBER	79,105	106,791	106,986	109,843	0	130,791	149,381	178,049	207,636	230,628	B
NOVEMBER	94,213	98,487	99,965	118,956	0	142,584	158,864	169,331	198,926	220,955	B
DECEMBER	71,453	102,979	107,849	144,341	419,237	146,571	167,420	194,248	222,795	247,467	B
TOTALS	1,163,451	1,197,181	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	2,756,726	



2015 Delays in Distribution of State Use Tax due to State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2018 Actual	2019 Actual	2020	
JANUARY	578,461.18	631,574.05	696,620.69	A
FEBRUARY	837,319.00	759,834.38	717,709.93	A
MARCH	420,940.73	457,517.76	474,099.00	B
APRIL	646,372.81	734,869.77	761,503.00	B
MAY	1,044,018.62	1,528,634.61	1,584,036.00	B
JUNE	482,298.07	477,386.66	494,688.00	B
JULY	652,113.37	713,919.69	739,794.00	B
AUGUST	478,693.62	511,759.62	530,307.00	B
SEPTEMBER	476,185.57	452,932.41	469,348.00	B
OCTOBER	726,092.64	808,114.84	837,403.00	B
NOVEMBER	522,953.38	527,419.79	546,535.00	B
DECEMBER	433,455.92	498,388.97	516,452.00	B

TOTALS **7,874,917.89** **8,102,352.55** **8,368,495.62**

*Listed by month reported -
receipts delayed by State
until September 2017*

Current Budget **8,396,000.00**

Projected Amt Over (Under) **-27,504.38**

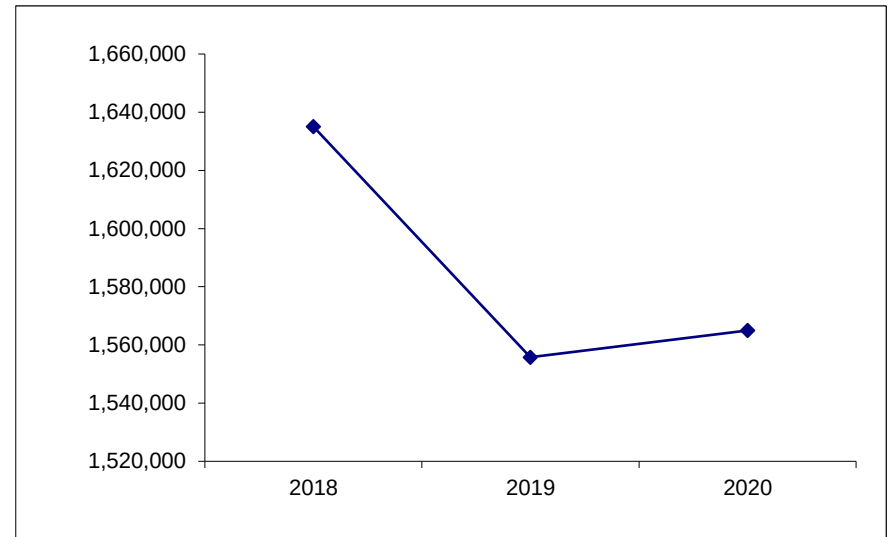
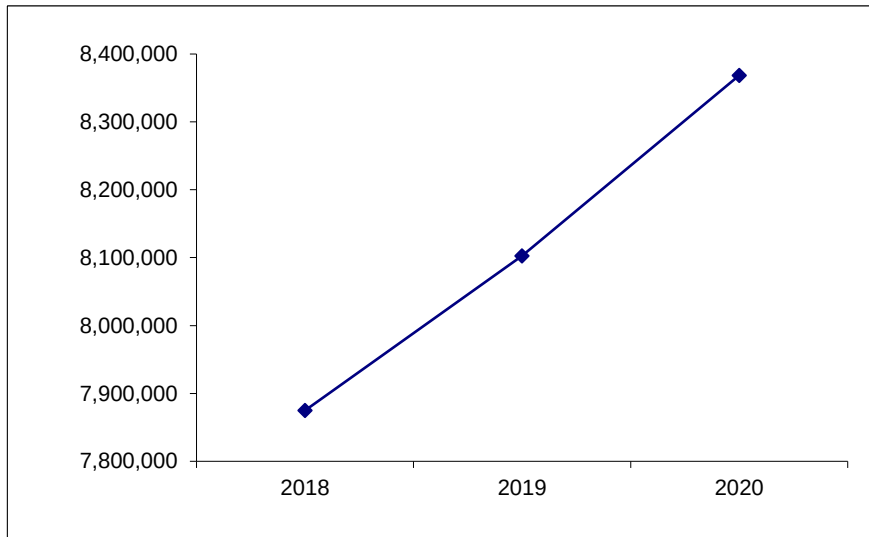
TELEPHONE COMMUNICATIONS TAX

MONTH	2018 Actual	2019 Actual	2020	
JANUARY	141,050.48	131,097.92	118,280.74	A
FEBRUARY	141,599.21	126,545.99	149,193.90	A
MARCH	142,413.54	132,658.65	132,592.56	B
APRIL	138,930.51	122,033.21	121,972.41	B
MAY	137,565.64	196,226.34	196,128.58	B
JUNE	140,820.63	124,244.24	124,182.34	B
JULY	133,121.01	119,318.01	119,258.57	B
AUGUST	134,839.16	130,876.05	130,810.85	B
SEPTEMBER	135,127.35	118,590.23	118,531.15	B
OCTOBER	136,261.81	118,666.69	118,607.57	B
NOVEMBER	130,339.54	122,438.19	122,377.19	B
DECEMBER	122,968.75	113,079.57	113,023.23	B

TOTALS **1,635,037.63** **1,555,775.09** **1,564,959.09**

Current Budget **1,555,000.00**

Projected Amt Over (Under) **9,959.09**



Projected Revenues

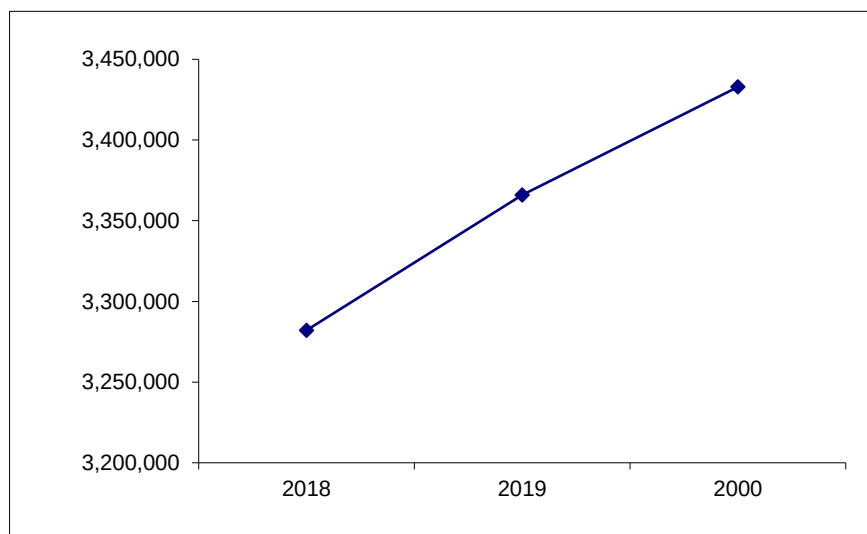
FOOD & BEVERAGE TAX

MONTH	2018 Actual	2019 Actual	2000	
JANUARY	286,060.40	294,706.90	284,618.41	A
FEBRUARY	240,877.75	240,384.13	258,899.56	A
MARCH	238,794.28	252,281.45	257,492.73	B
APRIL	293,459.52	288,754.51	294,719.19	B
MAY	267,164.91	284,579.72	290,458.17	B
JUNE	289,225.82	298,383.41	304,546.99	B
JULY	280,926.34	295,849.03	301,960.26	B
AUGUST	279,641.19	276,904.83	282,624.74	B
SEPTEMBER	291,559.59	299,251.55	305,433.07	B
OCTOBER	263,629.18	280,242.30	286,031.15	B
NOVEMBER	280,238.16	278,898.03	284,659.11	B
DECEMBER	270,560.22	275,734.66	281,430.40	B

TOTALS	3,282,137.36	3,365,970.52	3,432,873.78
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Current Budget	3,435,500.00
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Projected Amt Over (Under)	-2,626.22
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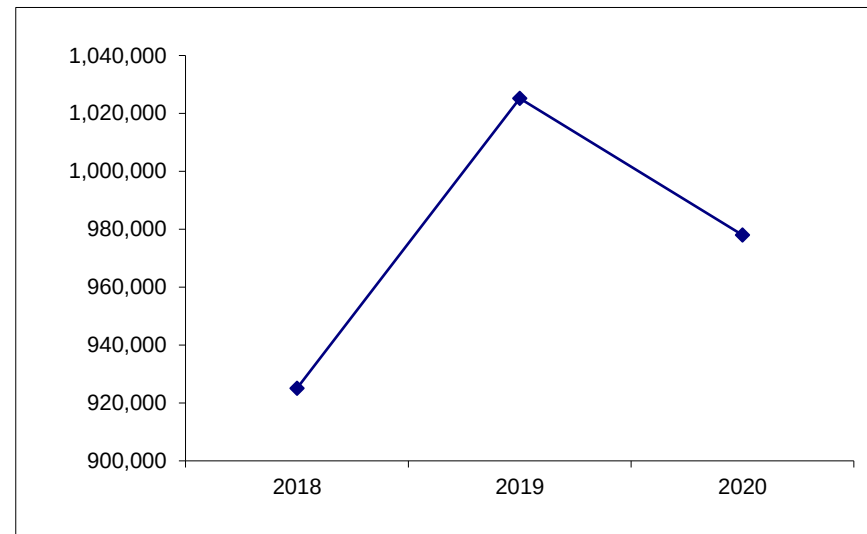
**HOTEL & MOTEL TAX**

MONTH	2018	2019	2020	
	Actual	Actual		
JANUARY	43,682.49	64,313.97	47,544.23	A
FEBRUARY	52,237.60	61,319.56	60,918.66	A
MARCH	58,641.79	63,485.43	61,367.93	B
APRIL	73,099.04	74,250.77	71,774.20	B
MAY	85,446.49	83,140.95	80,367.85	B
JUNE	87,171.79	79,405.50	76,756.99	B
JULY	90,273.57	96,564.51	93,343.68	B
AUGUST	89,609.64	90,070.41	87,066.18	B
SEPTEMBER	97,965.63	146,062.89	141,191.08	B
OCTOBER	82,857.49	101,000.09	97,631.31	B
NOVEMBER	90,311.56	86,882.70	83,984.80	B
DECEMBER	73,736.68	78,697.75	76,072.85	B

TOTALS	925,033.77	1,025,194.53	978,019.76
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Current Budget	991,000.00
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Projected Amt Over (Under)	-12,980.24
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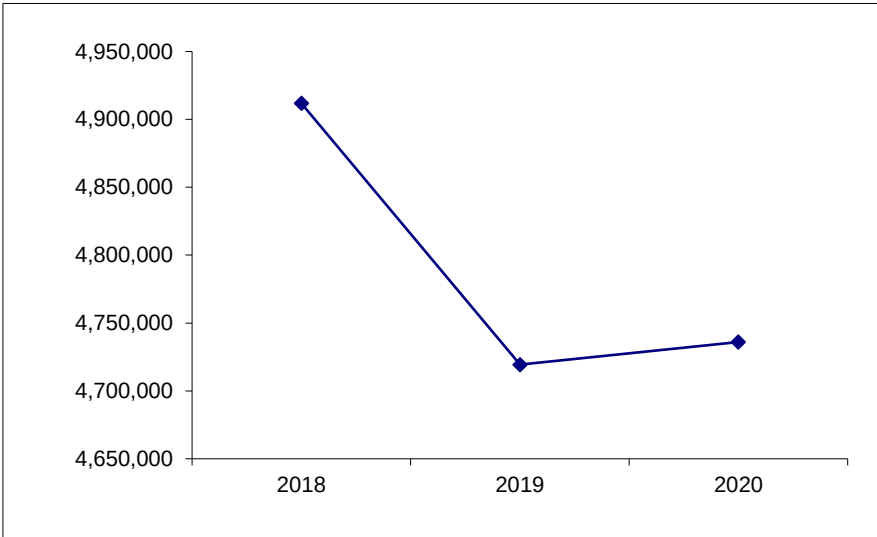


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	448,826.92	438,576.84	399,612.04
FEBRUARY	526,653.98	460,352.65	446,585.67
MARCH	480,198.77	474,658.04	483,270.22
APRIL	439,274.73	428,432.85	436,206.32
MAY	447,828.03	382,951.79	389,900.05
JUNE	374,471.63	337,615.83	343,741.52
JULY	375,577.99	395,280.45	402,452.41
AUGUST	389,378.27	352,256.43	358,647.76
SEPTEMBER	361,434.20	369,474.99	376,178.73
OCTOBER	365,581.97	378,627.06	385,496.86
NOVEMBER	338,504.71	343,270.07	349,498.35
DECEMBER	364,095.86	357,874.87	364,368.14

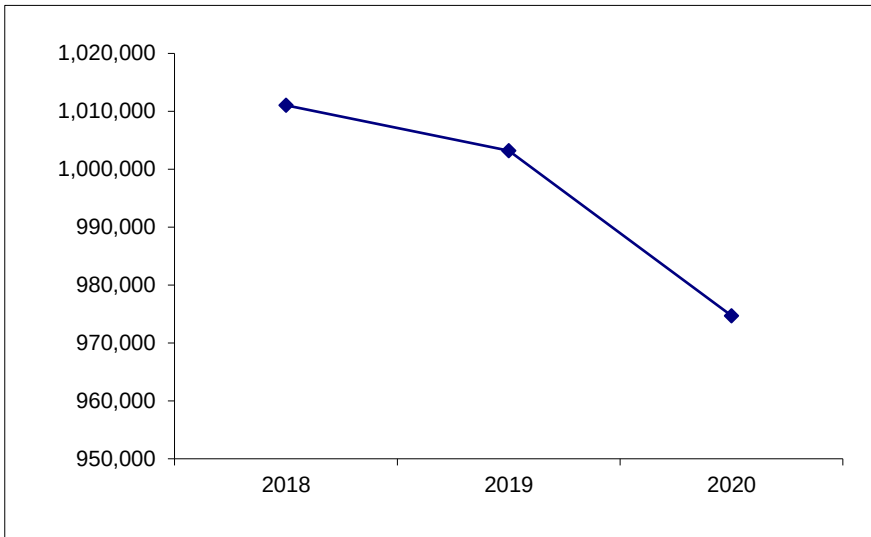
TOTALS	4,911,827.06	4,719,371.87	4,735,958.07
		Current Budget	4,805,000.00
		Projected Amt Over (Under)	-69,041.93



CABLE TV TAX

MONTH	2018 Actual	2019 Actual	2020
JANUARY	0.00	23,697.48	16,892.00
FEBRUARY	255,933.94	230,959.41	229,480.67
MARCH	0.00	-3,949.58	0.00
APRIL	21,185.00	20,506.15	19,847.32
MAY	231,760.00	232,638.55	225,164.30
JUNE	0.00	0.00	0.00
JULY	20,461.45	19,025.90	18,414.63
AUGUST	232,277.05	231,423.76	223,988.54
SEPTEMBER	0.00	0.00	0.00
OCTOBER	19,657.00	0.00	0.00
NOVEMBER	229,769.92	248,930.35	240,932.67
DECEMBER	0.00	0.00	0.00

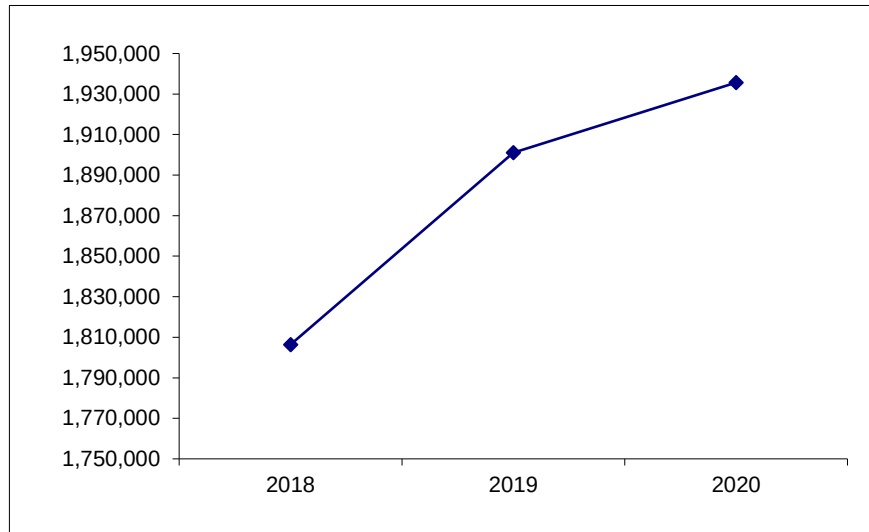
TOTALS	1,011,044.36	1,003,232.02	974,720.13
		Current Budget	971,000.00
		Projected Amt Over (Under)	3,720.13



10 - LOCAL MOTOR FUEL TAX

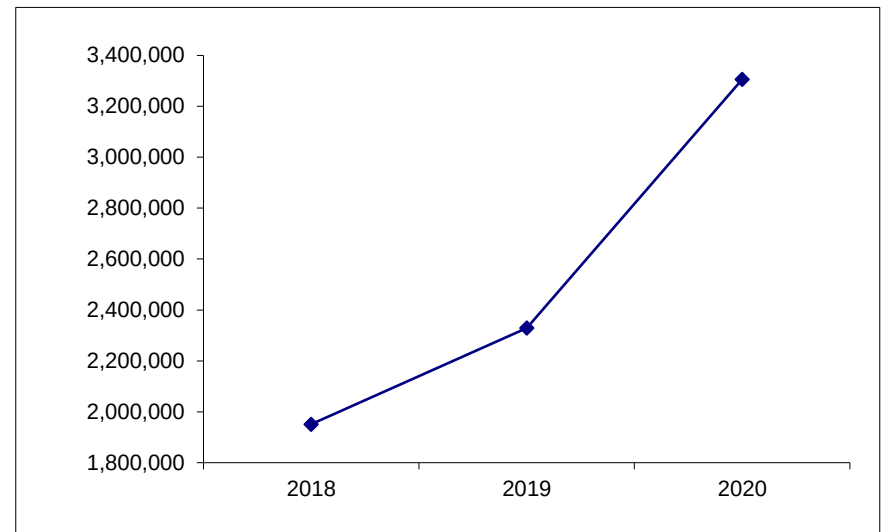
MONTH	2018 Actual	2019 Actual	2020	
JANUARY	149,553.75	159,147.06	153,946.96	A
FEBRUARY	137,640.35	152,188.41	145,620.25	A
MARCH	136,597.89	138,319.82	142,350.67	B
APRIL	150,285.42	151,298.12	155,707.17	B
MAY	148,104.17	157,917.70	162,519.66	B
JUNE	154,254.29	168,607.04	173,520.50	B
JULY	153,748.88	168,748.40	173,665.98	B
AUGUST	153,476.52	159,400.50	164,045.67	B
SEPTEMBER	159,427.41	172,356.13	177,378.85	B
OCTOBER	146,477.86	154,095.48	158,586.05	B
NOVEMBER	162,946.06	167,371.05	172,248.49	B
DECEMBER	153,884.42	151,637.75	156,056.70	B

TOTALS	1,806,397.02	1,901,087.46	1,935,646.96
		Current Budget	1,956,488.00
		Projected Amt Over (Under)	-20,841.04

**46 - STATE MOTOR FUEL TAX**

MONTH	2018 Actual	2019 Actual	2020	
JANUARY	168,202.81	165,334.41	334,151.36	A
FEBRUARY	172,208.28	165,152.12	236,781.25	A
MARCH	149,193.94	150,206.84	205,600.52	B
APRIL	147,896.35	143,644.07	196,617.51	B
MAY	174,263.56	168,492.75	230,629.95	B
JUNE	160,430.31	154,413.09	211,357.96	B
JULY	147,026.88	140,768.08	192,680.90	B
AUGUST	172,563.52	175,952.19	240,840.30	B
SEPTEMBER	166,400.46	253,135.80	346,487.89	B
OCTOBER	139,001.37	274,957.42	376,356.94	B
NOVEMBER	182,371.66	252,289.78	345,329.87	B
DECEMBER	171,702.76	284,087.42	388,853.93	B

TOTALS	1,951,261.90	2,328,433.97	3,305,688.38
		Current Budget	3,187,120.00
		Projected Amt Over (Under)	118,568.38

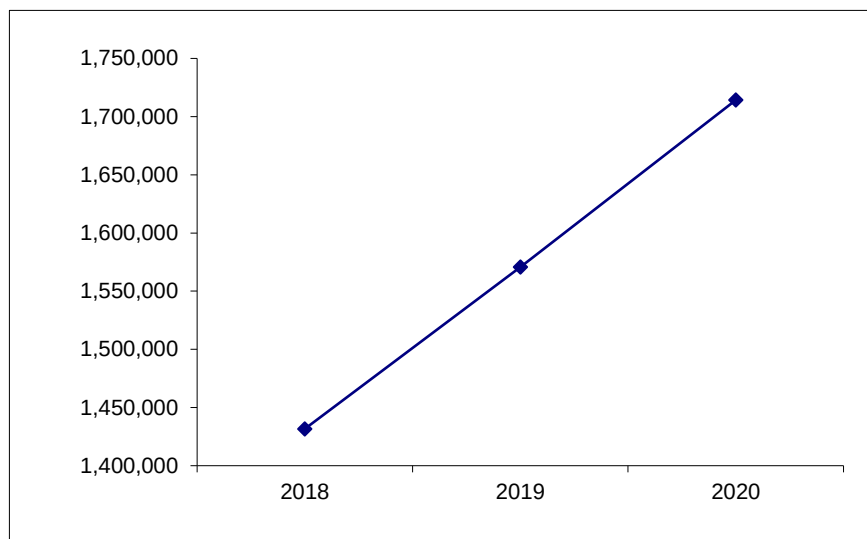


Projected Revenues

VIDEO GAMING TAX

MONTH	2018	2019	2020	
	Actual	Actual		
JANUARY	110,674.81	121,069.82	135,374.20	A
FEBRUARY	112,057.54	129,642.72	133,358.14	A
MARCH	106,182.77	116,228.18	127,271.57	B
APRIL	123,418.04	130,548.27	142,952.28	B
MAY	146,340.22	157,988.48	172,999.72	B
JUNE	123,295.17	135,512.70	148,388.41	B
JULY	120,942.14	135,376.29	148,239.04	B
AUGUST	116,396.36	122,730.26	134,391.45	B
SEPTEMBER	117,722.43	127,226.43	139,314.82	B
OCTOBER	121,370.11	129,578.06	141,889.89	B
NOVEMBER	113,870.50	127,002.06	139,069.13	B
DECEMBER	119,417.04	137,851.82	150,949.78	B

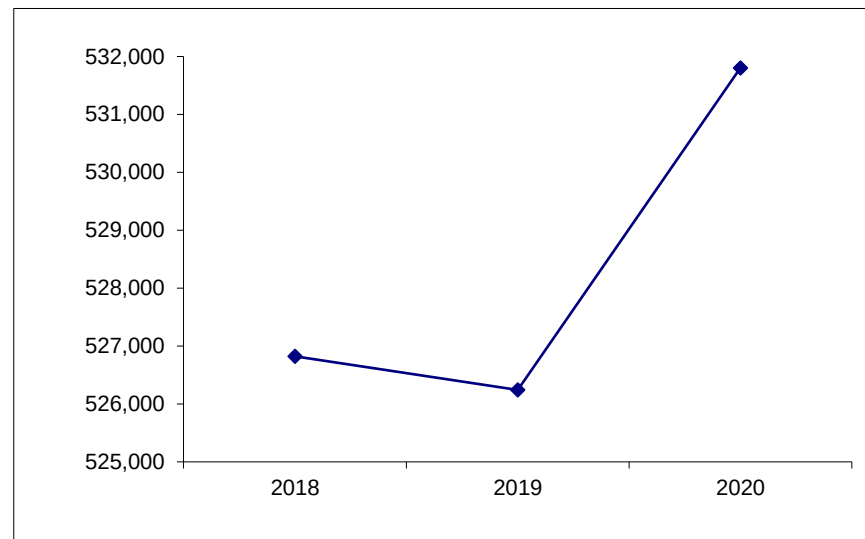
TOTALS	1,431,687.13	1,570,755.09	1,714,198.41
		Current Budget	1,720,000.00
		Projected Amt Over (Under)	-5,801.59



LIQUOR LICENSES

MONTH	2018 Actual	2019 Actual	2020
JANUARY	3,557.82	0.00	3,717.17
FEBRUARY	-1,242.18	200.00	1,287.22
MARCH	2,135.75	2,879.01	2,883.16
APRIL	19,600.00	14,200.00	14,220.45
MAY	248,925.00	291,950.00	292,370.54
JUNE	237,660.00	201,025.00	201,314.56
JULY	4,811.46	5,000.00	5,007.20
AUGUST	2,470.86	2,856.29	2,860.40
SEPTEMBER	200.00	5,931.68	5,940.22
OCTOBER	7,129.20	2,200.00	2,203.17
NOVEMBER	200.00	0.00	0.00
DECEMBER	1,374.90	0.00	0.00

TOTALS	526,822.81	526,241.98	531,804.10
		Current Budget	527,000.00
	Projected Amt Over (Under)		4,804.10



Projected Revenues

BUILDING PERMITS

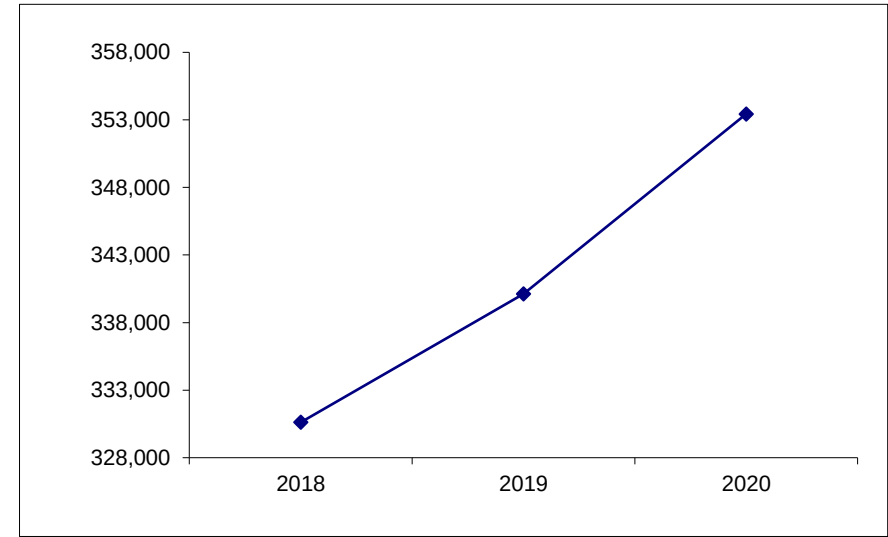
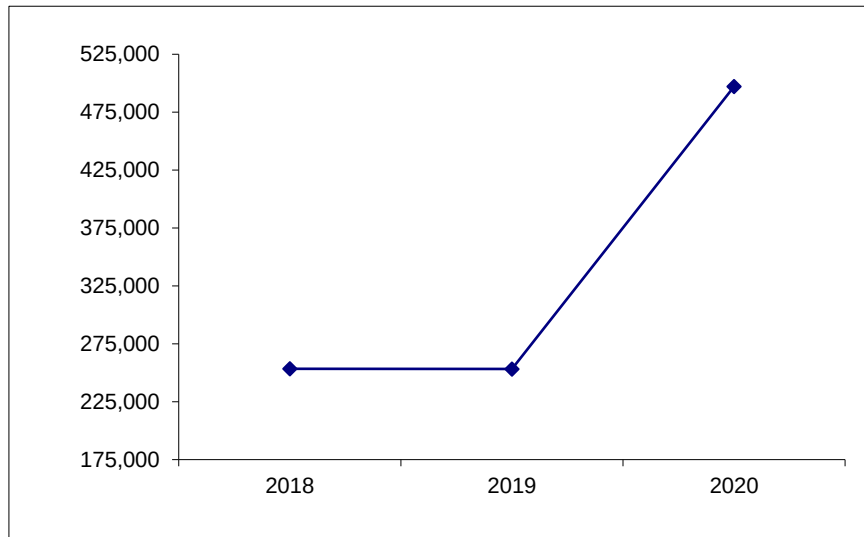
MONTH	2018 Actual	2019 Actual	2020	
JANUARY	14,620.20	5,682.20	27,996.70	A
FEBRUARY	18,038.60	20,701.00	8,618.73	A
MARCH	7,954.30	18,438.40	37,417.70	B
APRIL	23,408.65	23,076.00	46,828.95	B
MAY	9,785.80	19,706.30	39,990.70	B
JUNE	14,818.50	26,387.40	53,548.89	B
JULY	34,945.00	33,233.00	67,440.91	B
AUGUST	48,329.20	28,323.90	57,478.70	B
SEPTEMBER	24,195.00	32,655.20	66,268.36	B
OCTOBER	16,196.10	16,181.35	32,837.39	B
NOVEMBER	30,409.97	16,721.70	33,933.94	B
DECEMBER	10,605.60	12,178.40	24,714.06	B

TOTALS	253,306.92	253,284.85	497,075.06	
		Current Budget	514,000.00	
		Projected Amt Over (Under)	-16,924.94	

ILLEGAL USE OF VEHICLE

MONTH	2018 Actual	2019 Actual	2020	
JANUARY	25,185.00	27,000.00	27,770.00	A
FEBRUARY	22,135.00	22,575.00	29,250.00	A
MARCH	29,625.00	38,610.00	39,391.01	B
APRIL	21,770.00	28,085.00	28,653.11	B
MAY	30,500.00	30,830.00	31,453.63	B
JUNE	23,700.00	29,000.00	29,586.62	B
JULY	29,500.02	24,500.00	24,995.59	B
AUGUST	33,750.00	26,300.00	26,832.00	B
SEPTEMBER	26,765.00	23,900.00	24,383.45	B
OCTOBER	30,000.00	44,320.00	45,216.51	B
NOVEMBER	28,910.00	21,750.00	22,189.96	B
DECEMBER	28,775.00	23,250.00	23,720.30	B

TOTALS	330,615.02	340,120.00	353,442.19	
		Current Budget	347,000.00	
		Projected Amt Over (Under)	6,442.19	

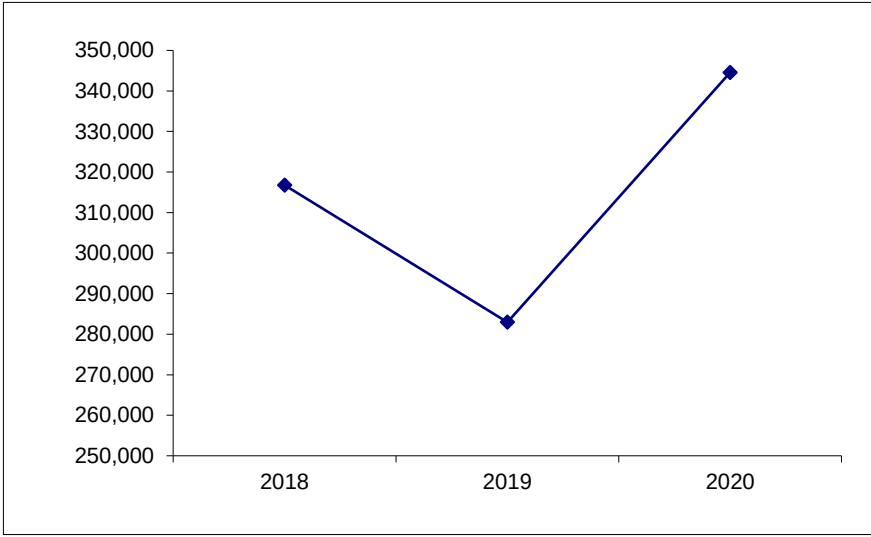


Projected Revenues

PARKING

MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	25,619.67	22,100.52	20,568.04
FEBRUARY	23,129.88	36,218.34	15,945.38
MARCH	26,877.78	24,445.60	33,521.73
APRIL	23,927.45	22,961.08	31,486.04
MAY	25,863.39	21,383.85	29,323.22
JUNE	26,511.27	19,655.23	26,952.80
JULY	24,812.73	17,112.90	23,466.55
AUGUST	43,872.98	15,433.81	21,164.05
SEPTEMBER	28,082.95	49,619.31	68,041.90
OCTOBER	23,231.48	19,012.76	26,071.79
NOVEMBER	22,420.50	14,374.26	19,711.12
DECEMBER	22,432.56	20,629.94	28,289.40

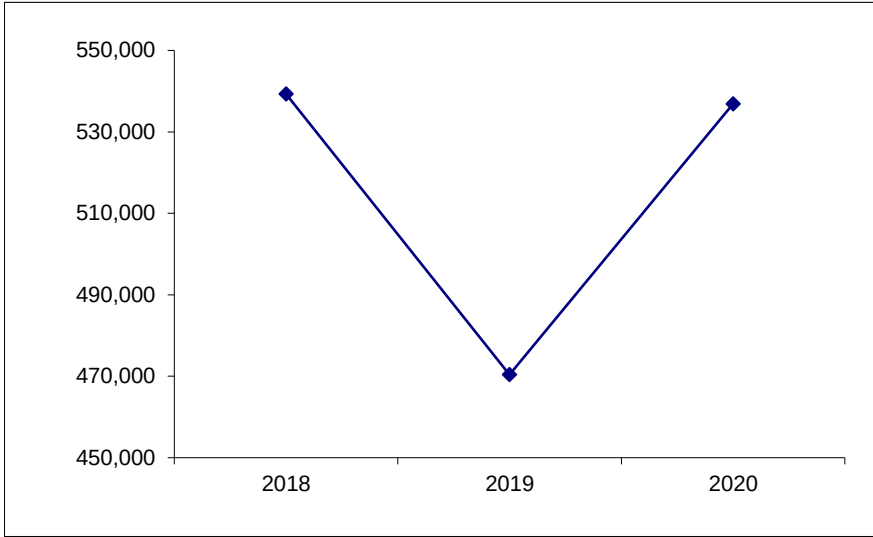
TOTALS	316,782.64	282,947.60	344,542.01
		Current Budget	388,000.00
		Projected Amt Over (Under)	-43,457.99



70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2018 Actual	2019 Actual	2020
JANUARY	45,559.71	45,046.44	46,954.06
FEBRUARY	43,625.01	32,929.29	41,038.71
MARCH	48,998.55	46,096.19	52,729.34
APRIL	42,816.48	38,771.73	44,350.91
MAY	47,228.27	44,000.59	50,332.19
JUNE	46,871.57	46,396.46	53,072.82
JULY	49,084.46	35,804.71	40,956.94
AUGUST	42,846.16	42,181.48	48,251.31
SEPTEMBER	36,585.25	30,246.82	34,599.28
OCTOBER	46,566.68	40,495.88	46,323.16
NOVEMBER	47,131.72	38,620.64	44,178.07
DECEMBER	41,983.35	29,802.22	34,090.70

TOTALS	539,297.21	470,392.45	536,877.49
		Current Budget	538,081.00
		Projected Amt Over (Under)	-1,203.51

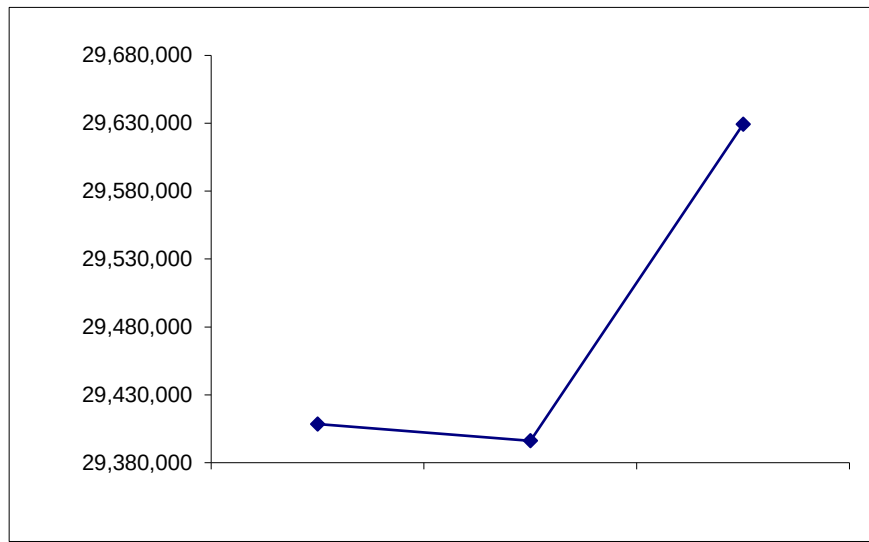


Projected Revenues

80-WATER SALES

MONTH	2018	2019	2020	
	Actual	Actual		
JANUARY	2,293,291.51	2,351,451.94	2,414,570.62	A
FEBRUARY	2,442,137.29	2,242,273.32	2,333,114.00	A
MARCH	2,261,077.95	2,222,173.29	2,229,270.47	B
APRIL	2,266,796.70	2,394,053.83	2,401,699.96	B
MAY	2,369,942.81	2,355,839.83	2,363,363.91	B
JUNE	2,419,949.18	2,366,560.96	2,374,119.28	B
JULY	2,728,893.44	2,664,736.42	2,673,247.06	B
AUGUST	2,713,394.06	2,726,050.06	2,734,756.52	B
SEPTEMBER	2,537,524.98	2,696,817.45	2,705,430.55	B
OCTOBER	2,694,323.29	2,672,361.18	2,680,896.17	B
NOVEMBER	2,309,920.81	2,267,038.41	2,274,278.88	B
DECEMBER	2,371,261.26	2,436,757.98	2,444,540.50	B

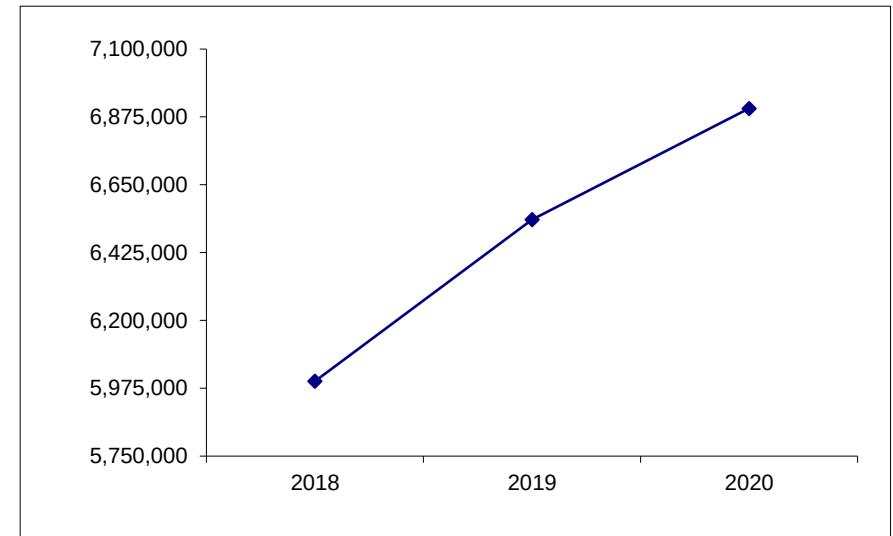
TOTALS	29,408,513.28	29,396,114.67	29,629,287.92
		Current Budget	29,490,000.00
	Projected Amt Over (Under)		139,287.92



79-SEWER USER FEE

MONTH	2018	2019	2020	
	Actual	Actual		
JANUARY	415,444.15	536,929.35	573,125.57	A
FEBRUARY	442,619.44	528,670.89	574,513.49	A
MARCH	478,868.69	514,248.22	541,250.81	B
APRIL	466,503.07	484,357.08	509,790.12	B
MAY	470,323.66	522,758.72	550,208.18	B
JUNE	473,070.74	480,711.53	505,953.14	B
JULY	573,124.51	586,273.31	617,057.85	B
AUGUST	605,402.59	589,053.26	619,983.77	B
SEPTEMBER	523,184.44	587,880.58	618,749.52	B
OCTOBER	551,480.24	605,410.18	637,199.58	B
NOVEMBER	491,779.35	529,941.64	557,768.27	B
DECEMBER	506,416.61	567,824.26	597,640.06	B

TOTALS	5,998,217.49	6,534,059.02	6,903,240.37
		Current Budget	6,877,155.00
		Projected Amt Over (Under)	26,085.37

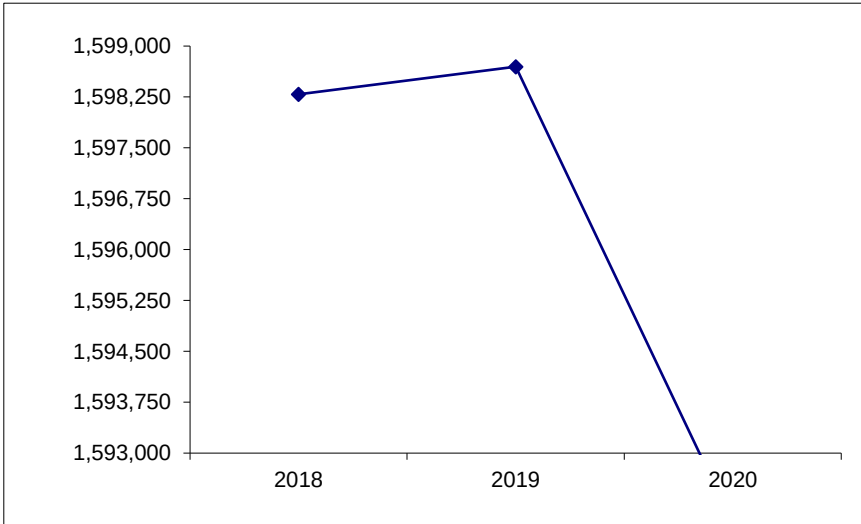


Projected Revenues

78-STORM WATER FEE

MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	130,857.73	128,336.24	126,803.53
FEBRUARY	115,722.81	115,551.12	113,021.16
MARCH	119,204.08	121,497.63	121,258.68
APRIL	178,640.07	180,885.60	180,529.85
MAY	143,262.25	146,945.78	146,656.78
JUNE	116,699.68	110,937.68	110,719.50
JULY	125,217.69	128,040.18	127,788.36
AUGUST	126,195.38	120,877.20	120,639.47
SEPTEMBER	104,206.95	111,254.53	111,035.72
OCTOBER	186,458.32	173,107.53	172,767.07
NOVEMBER	134,557.14	133,818.93	133,555.74
DECEMBER	117,265.90	127,443.79	127,193.14

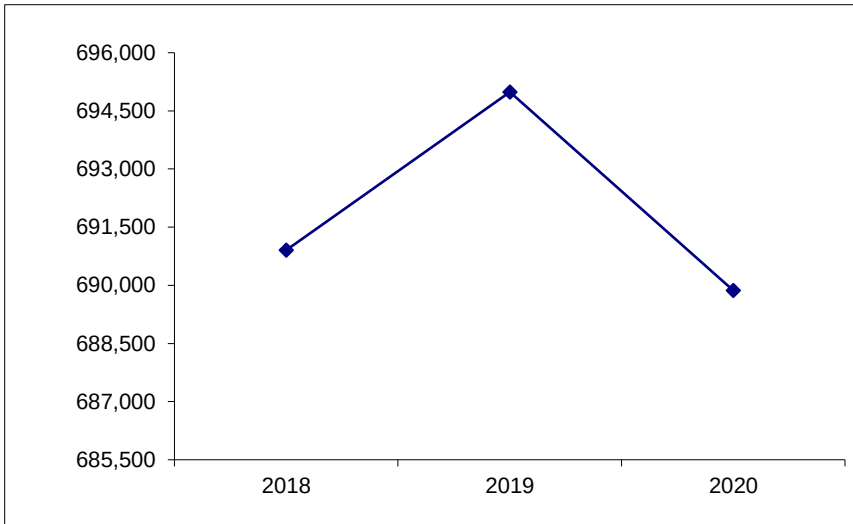
TOTALS	1,598,288.00	1,598,696.21	1,591,968.99
		Current Budget	1,595,552.00
		Projected Amt Over (Under)	-3,583.01



88-RECYCLING FEES

MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	63,834.61	64,222.17	59,906.09
FEBRUARY	53,318.46	54,592.12	56,431.94
MARCH	59,585.33	57,077.42	56,815.76
APRIL	58,097.70	58,071.44	57,805.22
MAY	61,352.11	62,593.43	62,306.48
JUNE	55,252.91	51,718.30	51,481.20
JULY	57,379.32	61,473.86	61,192.04
AUGUST	64,706.87	56,684.01	56,424.15
SEPTEMBER	47,989.41	57,404.79	57,141.62
OCTOBER	61,664.86	59,210.00	58,938.56
NOVEMBER	56,683.15	52,679.15	52,437.65
DECEMBER	51,046.09	59,259.39	58,987.72

TOTALS	690,910.82	694,986.08	689,868.43
		Current Budget	691,800.00
	Projected Amt Over (Under)		-1,931.57



City Manager

DATE: 3/12/2020

MEMO:

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Motion Adopting City Council Policies

SUMMARY RECOMMENDATION: See attached memo and proposed policy statements.

ATTACHMENTS:

Description	Type
Memo-City Council Policies	Cover Memo
Annexations	Backup Material
Demolition Policy	Backup Material
Policy for Property Disposition and Side Lots	Resolution Letter

March 12, 2020

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager



RE: City Council Policies

On February 10, the City Council amended and gave tentative approval to three new City Council Policies (dealing with annexation, demolition, and disposition of surplus lots). Final versions of these policy statements are now ready for final adoption and are attached.

Once approved, these new policies will be added to other City Council policies adopted by the governing body. Later this year, staff will provide council members with a complete set of policies so they can be easily referenced when desired.

Annexations*

All owners of property to be annexed as a surrounded area must be notified by mail of such impending City Council action.

When property which is the subject of a water service agreement or other type of ~~pre~~-annexation agreement becomes contiguous with the City's corporate boundary, an action by the City Council for annexation will be initiated no more than 6 months after contiguity is achieved in accordance with the provisions of 65 ILCS 5/11-15.1-1 et. seq.

From and after February 1, 2020, property owners located outside the city limits and requesting to receive water connection, or any other service, will be required to annex into the city as a condition of provision of service (unless specifically waived by the City Council). If the requesting land owner's property is not physically contiguous with the city corporate boundary, the requesting property owner will be required to meet with property owners who would create or permit a contiguous connection in order to become contiguous, and satisfy the city that all reasonable steps have been taken to try and achieve a contiguous connection. If the city agrees that it is not possible to obtain a contiguous connection, the city, at its sole discretion, may elect to decline extension of city service, or will require the execution of an annexation agreement, in accordance with state statutes, or water service agreement, requiring annexation of the subject parcel when it becomes contiguous with the City's corporate boundary. All future annexation agreements and water service agreements will be filed with the Macon County Recorder of Deeds Office.

The Department of Community Development shall be responsible for the notification of surrounding tracts. The Public Works Department shall be responsible for initiating annexation actions for properties covered by ~~pre~~-annexation and water service agreements.

The city may elect to pursue group, or neighborhood-wide, annexations via majority petition procedures provided in state statute. To facilitate such petitions, all future annexation agreements and water service agreements shall include provisions stipulating that the property owner agrees, in addition to annexation whenever physical contiguity is achieved, to also execute any lawful group petition for annexation submitted to them by the city.

*Only underlined language is new

DEMOLITION POLICY

As the availability of funds permit, the city will accept applications for voluntary demolition and removal of derelict and unsafe residential structures in the city of Decatur. If an application is approved, the city will arrange for the removal and clearing of a residential building in accordance with the same standards for demolition and site clearing that are used for condemned and involuntarily demolished residential structures. Applications will be made on forms provided by the city, and must include the following:

1. The legal description of the property
2. Proof of ownership (copy of deed)
3. Signed waiver of liability by the owner, releasing the city from any claims arising from a demolition and specifically granting the right to the city to demolish
4. Relocation plan to be completed by the owner in advance of any demolition (if there are residents in the house)

In determining whether to approve an application, the city's evaluation will include, but not be limited to, the following criteria:

1. Availability of funds
2. Whether the proposed demolition advances the objectives of the city's neighborhood revitalization goals, and is located in a distressed neighborhood
3. Whether the city wants to protect a right to acquire the property through foreclosure or purchase of delinquent taxes at a later time
4. Whether the residential structure warrants demolition in the first place
5. Whether or not the city should demolish the structure without the ability to recover costs
6. Whether the applicant has submitted multiple requests for voluntary demolition

The city will consider accepting donations of property, with or without improvements, so long as the lots, tracts and properties are free of liens and other title encumbrances. Property donations will be accepted completely at the city's discretion, and nothing in this policy shall obligate the city to accept transfer/ownership of any property.

Generally, this policy is intended to accelerate the removal of dangerous and unsafe residential structures.

POLICIES GOVERNING DISPOSITION OF SURPLUS LOTS

The City Council relies on city management and staff to make prudent and discretionary decisions in carrying out policies governing the sale, trade, or donation of property to which the City has title. This policy serves to provide parameters for disposition of certain surplus properties. The City will work with local organizations and community members to proactively transfer certain properties to private or public organizations, or residents, to be put back into highest and best use. The purpose of this policy is to provide predictability, uniformity and transparency over the disposition of City property.

The City actively manages surplus property it owns throughout the city. These properties, which are primarily residential, but some of which have or could have commercial uses, are best classified into four categories. The four categories of surplus property which the City will proactively seek to dispose of are as follows: 1.) Side-lots, or adjacent properties; 2.) Critical Mass, or Assemblage Opportunities; 3.) Developable in-fill lots; 4.) Rehab structures and parking lots.

Side lot properties are best understood as properties which have productive use to adjoining property owners that have an interest in acquiring the lot. This is typically going to be a residential homeowner that acquires the lot or lots to expand their side yard. The second category are those areas of the City where there is critical mass of properties already owned by the City where the City could assemble large numbers of adjoining properties. These properties are likely to be full or partial blocks in the urban core available for the right redevelopment project, and that can be held for longer terms. The third category, in-fill lots, is likely to be similar to side-lot properties but not sold to adjoining property owners and sold as sites that will support autonomous developments, primarily residential. The last category are rehab properties which have an existing use or structure on the property worth preserving or investing in. This category is primarily rehab houses but potentially could include parking lots or even commercial buildings. With these four categories, one can better understand the best potential for each individual property as the City considers disposition of the property. Properties may move between different categories with property transfers, changing economic terms and the City's cost of ownership. As with any other property in the City, the City always retains zoning and land use control.

It is the policy of the City of Decatur to dispose of surplus property in a manner that protects the integrity of adjoining land uses balanced with the goals and objectives of the City's zoning and master planning documents, while affording property owners the ability and prerogative to enlarge their land holdings through acquisition of adjacent lots, or to permit the repurposing and/or reuse of property previously used for another purpose or as public right-of-way, including by persons and firms that do not own adjoining tracts.

Disposition of vacant and/or unimproved rights-of-way that connect two active rights-of-way corridors must consider long term plans of the City for future utilities or roadways, pedestrian facilities or any other reasonably contemplated plan of the City and shall be reviewed by City Planning, City Engineering and the City Manager's offices of the City. The City may vacate ROWs but likely will retain full or partial easement rights for the property. The remaining vacant and unimproved ROWs that have no short-term or long-term benefit of the City may be disposed of as a side-lot property. The transfer of ROW property will likely require a survey, and said cost shall be borne by the city or seller(s) as may be negotiated. The City shall retain rights on how such ROWs are subdivided to multiple property owners, if it elects to do so.

The City reserves the right to sell vacant lots to adjoining owners, or place vacant lots in reserve for future use by the city or the assemblage of potential future development sites, or to add them permanently to the city's land inventory. The existence of a vacant and unused lot owned by the City does not and will not obligate the city of Decatur to sell or transfer said lot to an adjoining owner.

The City will strive to sell all properties for fair market value when possible, but recognizes that the City may also sell property for a \$10 nominal fee, as negotiated and determined to be in the best interests of the City. Fair market value will be determined by the assessed valuation from tax bills, or the City may elect to appraise a lot, or use any other reasonable method of determining value. The City may, in its discretion, transfer property to strategic community partners (like the Central Illinois Landbank, local community development corporations or Habitat for Humanity), as determined to be in the best interests of the City. The City anticipates transferring some properties from the rehab and infill lot categories from above to the landbank and local entities after determining if there is interest in these entities taking ownership.

When a vacant parcel owned by the city is offered or proposed for sale, the City will strive to notify adjoining land owners by letter from the city, or through a contact made by a proposed buyer—in which instance the proposed buyer will seek signatures from adjoining owners that they have been made aware of plans to transfer ownership of the subject tract. The City may elect to sell a piece of property to any owner it deems to have the capability to put the property to its highest and best use and is not obligated to subdivide a parcel. Preference may be given to the smallest adjoining property owner to create a larger property more in conformance with minimum zoning requirements. The City will also prefer commercial use when it makes sense and where it may benefit the adjacent neighborhood. No property owner shall have a vested right in being provided the opportunity to acquire adjoining City owned rights-of-way.

In all cases, the buyer of lots covered by this policy shall be responsible for expenses of recording and filing plats and purchase contracts with the Macon County Recorder. The city may charge a reasonable fee for preparation, printing of plat documents, and recordation fees or the buyer may contract for their own preparations of the required documents. All land sales with an appraised value of \$20,000 or more will be approved by simple majority vote of the City Council except as otherwise required by State Law. Sales or transactions of individual properties covered by this Surplus Property Disposition Policy valued less than \$20,000 will be within the authority granted to the City Manager.

Decatur Side-lot Program Requirements and Details

The City of Decatur desires to encourage a robust side-lot program allowing City owned surplus lots to be sold to adjacent property owners. The purchase of a vacant side-lot enables homeowners to expand their yard, increasing the overall value of their property, and giving them space for additional improvements. It is also an efficient way to promote neighborhood stabilization and return these properties to the tax roll to benefit the entire community. This policy outlines generally the requirements for the disposition of side-lot properties to adjoining owners.

Requirements:

- The applicant must own the property adjoining a side-lot parcel, in such a way that joining the side lot to it creates a compact and buildable site.
- The applicant must not have outstanding code violations or have received any violations in the previous year from the City for their adjoining property and other properties owned in the City.
- The applicant must be current on all real estate taxes and assessments for their adjoining property and must be current on real estate taxes and assessments for other properties he or she owned within the City.
- The applicant must not have any outstanding debts owed to the City, not covered by an agreed upon payment plan.
- The applicant must be able to maintain the lot in accordance with all local building, property maintenance and zoning codes.

The City will provide an application for a person interested in a potential side-lot transfer that includes verification of the above statements. Staff will then verify the information provided in the application and inspect the site. The City will sell the properties through quit claim deed and will not provide any warranty to title of these properties. The applicant will pay for all costs associated with the property transfer and recordation in addition to the agreed upon property sale price.

Rights provided under Zoning Code:

Side lots may be used for gardens, placement of portable sheds, play equipment and other passive uses, and may be fenced without filing revised plats or obtaining a change in land classification. However, it will not allow for construction or installation of permanent structures such as home additions, garages, or inground pools without first consolidating the side-lot with the principal use property.

Community Development

DATE: 3/16/2020

MEMO: No. 20-14

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Richelle D. Irons, Interim Community Development Director
Greg Crowe, AICP, Planning and Development Manager

SUBJECT: Ordinance Amending Section XXI.C. Exceptions to Yard Setbacks – General Provisions of the Zoning Ordinance to Allow Small Accessory Structures on Adjacent Side Lots and in Yard Setbacks.

SUMMARY RECOMMENDATION: Staff recommends approval of this ordinance, Amending Section XXI.C. Exceptions to Yard Setbacks – General Provisions of the Zoning Ordinance to provide exceptions for the placement of small non-permanent accessory structures in residential zoned district yard setbacks and on adjacent lots under the same ownership and contiguous with the lot containing the principal residence. The City Plan Commission voted 7-0 to recommend approval of the petition at the March 5, 2020 meeting. The minutes of the meeting are attached.

BACKGROUND: The proposed amendment to the Zoning Ordinance would allow residential property owners to place small non-permanent accessory structures, such as children's play equipment, open pergolas, fences, small utility and garden sheds and movable dog houses within yard setbacks including front, side and rear yard setbacks and to be placed on adjacent lots under the same ownership and contiguous with the lot containing the principal residence. Since these accessory structures are movable, small and not permanent, adjacent property owners would not be adversely affected by the encroachment onto adjacent side lots and in yard setbacks.

This amendment should serve as an incentive for prospective property owners interested in acquiring an adjacent vacant side lot. The expense and time allotment for the City's Minor Subdivision Plat procedures, which is currently required of adjacent lot owners to place these small, portable accessory structures, has been a barrier for property owners interested in acquiring vacant side lots adjacent to their lot and residence. City staff feels that this amendment will advance the disposition of current City owned lots allowing homeowners to place these accessory structures on the adjacent lot while also providing the City with a private owner to maintain the vacant side lot.

Disposition of City owned side lots to adjacent property owners is a City Council

Neighborhood Revitalization priority to shift maintenance expenses to private residents and provide extra outdoor living space for homeowners and their families. This amendment provides a solution to small, non-permanent accessory structures being placed on adjacent side lots which, based off initial feedback from residents, makes up the majority of intended uses for property owners interested in acquiring side lots owned by the City.

Permanent structures, such as detached garages and larger sheds, have also been mentioned as intended uses for adjacent side lots. City Staff is researching and discussing with County Staff, surrounding communities and local surveyors other procedural solutions to adjoin lots versus the City’s formal Minor Subdivision Plat procedures. The intent is to create a less costly and more efficient procedure for property owners to adjoin adjacent lots while also providing the City sufficient assurance that the lot containing only the permanent accessory structure cannot be divided and sold off without the City’s review and approval since it could then be used as an illegal use in a Residential Zoned District.

For further details, please refer to the attached Plan Commission staff report.

PRIOR COUNCIL ACTION: Summary of this Zoning Ordinance Amendment was presented to City Council at the February 10, 2020 Study Session under the Proposed Side Lot Program Rules as part of the Neighborhood Revitalization Update.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: The Ordinance Amendment was reviewed by the City’s Legal Department.

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe (217-424-2786 or gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE AMENDING ZONING ORDINANCE
- SECTION XXI. EXCEPTIONS TO HEIGHT AND AREA
REQUIREMENTS**

WHEREAS, on the 5TH day of March, 2020 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Richelle Irons, Interim Director Community Development, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, by amending Section XXI. EXCEPTIONS TO HEIGHT AND AREA REQUIREMENTS thereof, so that said Section XXI. as modified and amended shall provide as set forth herein.

XXI. Exceptions to Height and Area Requirements

C. Exceptions to Yard Setbacks - General

9. Exempt accessory structures.

The following structures are exempt from the accessory structure front, rear and/or side yard setback requirements in any Residence District, as noted below. These exempt accessory structures may also be located on an adjacent lot in any Residence District that is under the same ownership and contiguous with the lot containing the residence.:

- a. Planters. Planter boxes and masonry planters with a maximum height of 42 inches are allowed within all required setbacks including front, rear and side yards.
- b. Play Equipment, Pet Shelters and Open Pergolas. Children's play equipment, movable dog houses, open pergolas and similar structures may be placed within a required rear and side yard setback but not within a required front yard setback.
- c. Fences. Fences may be located within all required setbacks in accordance with the requirements of Section XXXIV Fences.
- d. Small Utility and Garden Sheds. Sheds, no greater than 100 square feet and not greater than 9 feet in height may be placed within a required rear and side yard setback but not within a required front yard setback.
- e. Book Exchange Box. A book exchange book where books and recorded performing arts and media are kept for public and/or exchanges with no

fees or sales and are publicly accessible are allowed within the front yard setback.

- f. Similar Exempt Accessory Uses. Those uses that are determined by the Zoning Administrator to be similar to the uses enumerated herein and are consistent with the purpose and intent of this section.

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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

Section 1. That the report and recommendations of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and approved.

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified at Section XXI.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK

PUBLISHED this ____ day of _____, 2020.

DEPUTY CITY CLERK

ADDITIONS AND DELETIONS
- ZONING ORDINANCE -

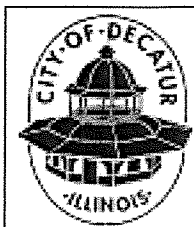
SECTION XXI. EXCEPTIONS TO HEIGHT AND AREA REQUIREMENTS

C. EXCEPTIONS TO YARD SETBACKS - GENERAL

9. Exempt accessory structures.

The following structures are exempt from the accessory structure front, rear and/or side yard setback requirements in any Residence District, as noted below. These exempt accessory structures may also be located on an adjacent lot in any Residence District that is under the same ownership and contiguous with the lot containing the residence.:

- a. Planters. Planter boxes and masonry planters with a maximum height of 42 inches are allowed within all required setbacks including front, rear and side yards.
- b. Play Equipment, Pet Shelters and Open Pergolas. Children's play equipment, movable dog houses, open pergolas and similar structures may be placed within a required rear and side yard setback but not within a required front yard setback.
- c. Fences. Fences may be located within all required setbacks in accordance with the requirements of Section XXXIV Fences.
- d. Small Utility and Garden Sheds. Sheds, no greater than 100 square feet and not greater than 9 feet in height may be placed within a required rear and side yard setback but not within a required front yard setback.
- e. Book Exchange Box. A book exchange box where books and recorded performing arts and media are kept for public and/or exchanges with no fees or sales and are publicly accessible are allowed within the front yard setback.
- f. Similar Exempt Accessory Uses. Those uses that are determined by the Zoning Administrator to be similar to the uses enumerated herein and are consistent with the purpose and intent of this section.



City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Richelle Irons, Interim Director of Community Development				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone	217-424-2727	Fax		E-mail	rirons@decaturil.gov
Property Owner	N/A				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	N/A				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

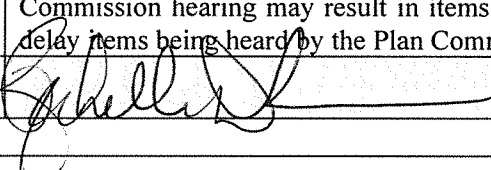
Street Address	N/A					
Legal Description	N/A					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:	Amend Zoning Ordinance (Ord. #3512, as amended)					

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
To provide exceptions for the placement of small non-permanent accessory structures in residential zoned district yard setbacks and on adjacent lots under the same ownership and contiguous with the lot containing the principal residence, when appropriate.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
The proposed amendment to the Zoning Ordinance would allow residential property owners to place small non-permanent accessory structures, such as, children's play equipment, open pergolas, fences, small utility and garden sheds and movable dog houses within yard setbacks including front, side and rear yard setbacks, when appropriate. For example, fences would be allowed in all three yard setbacks in accordance with the requirements of Section XXXIV Fences, but many of the other structures would only be allowed in the side and rear yard setbacks. The non-permanent structures would also be allowed to be placed on adjacent lots under the same ownership and contiguous with the lot containing the principal residence for property owners who currently own vacant side lots and serve as an incentive for prospective property owners interested in acquiring a vacant side lot. Since these accessory structures are movable, small and not permanent, adjacent property owners would not be adversely affected by the encroachment onto adjacent side lots and yard setbacks.

SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	
Date	2/13/20

NOTES:
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

**ADDITIONS AND DELETIONS
- ZONING ORDINANCE -**

SECTION XXI. EXCEPTIONS TO HEIGHT AND AREA REQUIREMENTS

C. EXCEPTIONS TO YARD SETBACKS - GENERAL

9. Exempt accessory structures.

The following structures are exempt from the accessory structure front, rear and/or side yard setback requirements in any Residence District, as noted below. These exempt accessory structures may also be located on an adjacent lot in any Residence District that is under the same ownership and contiguous with the lot containing the residence.:

- a. Planters. Planter boxes and masonry planters with a maximum height of 42 inches are allowed within all required setbacks including front, rear and side yards.
- b. Play Equipment, Pet Shelters and Open Pergolas. Children's play equipment, movable dog houses, open pergolas and similar structures may be placed within a required rear and side yard setback but not within a required front yard setback.
- c. Fences. Fences may be located within all required setbacks in accordance with the requirements of Section XXXIV Fences.
- d. Small Utility and Garden Sheds. Sheds, no greater than 100 square feet and not greater than 9 feet in height may be placed within a required rear and side yard setback but not within a required front yard setback.
- e. Book Exchange Box. A book exchange book where books and recorded performing arts and media are kept for public and/or exchanges with no fees or sales and are publicly accessible are allowed within the front yard setback.
- f. Similar Exempt Accessory Uses. Those uses that are determined by the Zoning Administrator to be similar to the uses enumerated herein and are consistent with the purpose and intent of this section.

STAFF REPORT
Decatur City Plan Commission

Hearing Date	March 05, 2020
Calendar No.	20-07
Proposal	Amendments to Zoning Ordinance (Ordinance #3512, as amended) including but not be limited to Section XXI.C. Exceptions to Yard Setbacks – General to provide exceptions for the placement of small non-permanent accessory structures in residential zoned district yard setbacks and on adjacent lots under the same ownership and contiguous with the lot containing the principal residence, when appropriate.
Petitioner	Richelle Irons, Interim Community Development Director

BACKGROUND

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Over time, Staff has determined certain amendments are necessary to make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment while keeping the charge of making Decatur a quality place to live, work and play.

This proposed amendment to the Zoning Ordinance would provide exceptions for the placement of small non-permanent accessory structures in residential zoned district yard setbacks and on adjacent lots under the same ownership and contiguous with the lot containing the principal residence, when appropriate.

DESCRIPTION/ANALYSIS

The proposed amendment to the Zoning Ordinance would allow residential property owners to place small non-permanent accessory structures, such as, children's play equipment, open pergolas, fences, small utility and garden sheds and movable dog houses within yard setbacks including front, side and rear yard setbacks, when appropriate. For example, fences would be allowed in all three yard setbacks in accordance with the requirements of Section XXXIV Fences, but many of the other structures would only be allowed in the side and rear yard setbacks. The exempt accessory structures to be added to Section XXI.C. Exceptions to Yard Setbacks – General are noted below:

- a. Planters. Planter boxes and masonry planters with a maximum height of 42 inches are allowed within all required setbacks including front, rear and side yards.
- b. Play equipment, pet shelters. Children's play equipment, movable dog houses, open pergolas and similar structures may be placed within a required rear and side yard setback but not within a required front yard setback.
- c. Fences. Fences may be located within all required setbacks in accordance with the requirements of Section XXXIV Fences.
- d. Small Utility and Garden Sheds. Sheds, no greater than 100 square feet and not greater than 9 feet in height may be placed within a required rear and side yard setback but not within a required front yard setback.
- e. Book Exchange Box. A book exchange book where books and recorded performing arts and media are kept for public and/or exchanges with no fees or sales and are publicly accessible are allowed within the front yard setback.

- f. Similar exempt accessory uses. Those uses that are determined by the Zoning Administrator to be similar to the uses enumerated herein and are consistent with the purpose and intent of this section.

The non-permanent structures would also be allowed to be placed on adjacent lots under the same ownership and contiguous with the lot containing the principal residence for property owners who currently own vacant side lots and serve as an incentive for prospective property owners interested in acquiring a vacant side lot. The cost of a Minor Subdivision Plat, which is currently required of adjacent lot owners to place these small, portable accessory structures, has been a barrier for property owners interested in acquiring vacant side lots adjacent to their lot and residence. City staff feels that this amendment will advance the disposition of current City owned lots allowing homeowners to place these accessory structures on the adjacent lot while also providing the City with a private owner to maintain the vacant side lot.

Since these accessory structures are movable, small and not permanent, adjacent property owners would not be adversely affected by the encroachment onto adjacent side lots and yard setbacks.

STAFF RECOMMENDATION

Staff recommends approval of the amendments as proposed.

PLAN COMMISSION ACTION

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 20-07 to City Council with a recommendation of approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Community Development Department, City of Decatur.

ATTACHMENTS

1. Petition
2. Mark-Up

Excerpts from Plan Commission Meeting of March 5, 2020

Case No. 20-07 Petition of RICHELLE IRONS, INTERIM DIRECTOR OF COMMUNITY DEVELOPMENT, for proposed amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) to Section XXI.C. Exceptions to Yard Setbacks – General to provide exceptions for the placement of small non-permanent accessory structures in residential zoned district yard setbacks and on adjacent lots under the same ownership and contiguous with the lot containing the principal residence, when appropriate.

It was moved and seconded (Newton/ Johnson) to forward Case No. 20-07 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Greg Crowe was sworn in by Ms. Kylie Reynolds.

Mr. Greg Crowe discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Discussion amongst the Plan Commission members and City Staff followed Mr. Crowe's presentation including the potential placement of some of the small accessory structures in the front yard setback. Mr. Crowe indicated that the amendment restricts many of the small accessory structures to be placed only in the side and rear yard setbacks.

There were no objectors present.

Upon call of the roll, Commission members Steven Kline, Kent Newton, Bill Clevenger, Jason Drake, Bruce Frantz, and Chairman Susie Peck voted aye. Chairman Peck declared the motion carried.

Community Development

DATE: 3/16/2020

MEMO: No. 20-13

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Richelle D. Irons, Interim Community Development Director
Greg Crowe, AICP, Planning and Development Manager
Joselyn Stewart, Planner

SUBJECT: Ordinance Rezoning Property from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District located in the 500-800 Blocks of West Eldorado Street

SUMMARY RECOMMENDATION: Staff recommends approval of this ordinance for re-zoning. The City Plan Commission voted 7-0 to recommend approval of the petition at the March 5, 2020 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is located between the 500-800 Blocks of West Eldorado Street and currently zoned both M-1 Intense Commercial-Light Industrial District and M-2 Heavy Industrial District. It consists of approximately 6.57 acres and is currently being re-developed.

The petitioner proposes to rezone the northern portion of the site from M-2 Heavy Industrial District to M-1 Intense Commercial – Light Industrial District to create a uniform zoning district for the site.

The proposed M-1 zoning would be compatible and consistent with the surrounding and US-36/Eldorado St. Corridor zoning and uses. Also, rezoning the “M-2” District portion of the site to “M-1” District would bring uniformity in zoning for the entire site, i.e. M-1 District. As a result, this would allow zoning conformance to the existing industrial facility and any of its future development.

For further details, please refer to the attached Plan Commission staff report.

PRIOR COUNCIL ACTION: N/A

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: The petition has been reviewed by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart (jstewart@decaturil.gov) or Greg Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
M-2 HEAVY INDUSTRIAL DISTRICT TO M-1 INTENSE COMMERCIAL/LIGHT
INDUSTRIAL DISTRICT
- 500 to 800 BLOCKS OF WEST ELDORADO STREET -**

WHEREAS, on the 5th day of March 2020, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of CENTRAL ILLINOIS DEVELOPMENT CONSORTIUM, LLC to rezone premises legally described as:

PARCEL 1:

Lot Two (2) of Mueller Co., 1951 Resurvey of Factory Grounds, as per Plat recorded in Book 982, page 26 of the Records in the Recorder's Office of Macon County, Illinois.

PIN: 04-12-15-127-001

PARCEL 2:

Lot 11 and the South 127 feet of the West 81 feet of Lot 12 in Block 2 of S.K. Thompson's 2nd Addition to the City of Decatur, as per Plat recorded in Book U, Page 623 of the Records in the Recorder's Office of Macon County, Illinois, except the West 50 feet of said Lot 11, and except that part of Lot 11 conveyed to the Wabash Railroad Company by deed recorded in Book 381, Page 5, and except that part deeded to the State of Illinois in Warranty Deed recorded in Book 2174, Page 502 as Document No. 1191496.

Subject to the easement and use restrictions as contained in Warranty Deed dated April 26th, 2002 and recorded February 9, 2016 in Book 4482, Page 395 as Document No. 1899400.

PIN: 04-12-15-127-014

PARCEL 3:

The East 10 feet of the West 60 feet of Lot 11 Block 2 of S.K. Thompson's Second Addition.

PIN 04-12-15-127-013

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby rezoned from M-2 Heavy Industrial District to M-1 Intense Commercial-Light Industrial District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be hereby amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK

**City of Decatur, Illinois****PETITION FOR REZONING***Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois*

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type**SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION**

Petitioner	Central Illinois Development Consortium, LLC				
Address	101 S. Main Street				
City	Decatur	State	IL	Zip	62523
Telephone	217-422-9520	Fax		E-mail	rmccrady@
Property Owner	See attached Property Owners document. decaturedc.com				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	Jonas Ozier, Chastain & Associates LLC				
Address	5 N. Country Club Road				
City	Decatur	State	IL	Zip	62521
Telephone	217-422-8544	Fax	217-422-0398	E-mail	jozier@
	chastainengineers.com				

SECTION TWO: SITE INFORMATION

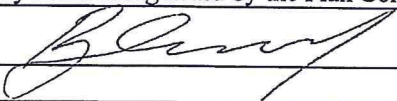
Street Address	west of intersection of N. Monroe and W. Eldorado Streets					
Legal Description	See attached Legal Description.					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☒ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	6.57	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:						

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
This property is currently dual-zoned for M-1 and M-2. The proposal is to rezone to a consistent M-1.	

SECTION FOUR: JUSTIFICATION	
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):	
Petitioner is seeking to rezone the referenced parcels in order to create consistent zoning and the ability to create a one-lot subdivision. The petitioner leases the property to Mueller Company in order to allow for them to build a new parking lot for their existing facility east of Monroe Street. Mueller intends to move their existing rooftop parking to this new parking facility to alleviate maintenance issues on their existing facility.	

SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date	2-5-2020

NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

PROPERTY OWNERS

Central Illinois Development Consortium, LLC
101 S. Main Street
Decatur IL 62523
217-422-9520
Ryan McCrady, rmccrady@decaturedc.com

Mueller Company
500 W. Eldorado Street
Decatur IL 62522
217-521-7482
Cristy Mceldowney, cmceldowney@muellerwp.com

LEGAL DESCRIPTION

PARCEL 1:

Lot Two (2) of Mueller Co., 1951 Resurvey of Factory Grounds, as per Plat recorded in Book 982, page 26 of the Records in the Recorder's Office of Macon County, Illinois.

PIN: 04-12-15-127-001

PARCEL 2:

Lot 11 and the South 127 feet of the West 81 feet of Lot 12 in Block 2 of S.K. Thompson's 2nd Addition to the City of Decatur, as per Plat recorded in Book U, Page 623 of the Records in the Recorder's Office of Macon County, Illinois, except the West 50 feet of said Lot 11, and except that part of Lot 11 conveyed to the Wabash Railroad Company by deed recorded in Book 381, Page 5, and except that part deeded to the State of Illinois in Warranty Deed recorded in Book 2174, Page 502 as Document No. 1191496.

Subject to the easement and use restrictions as contained in Warranty Deed dated April 26th, 2002 and recorded February 9, 2016 in Book 4482, Page 395 as Document No. 1899400.

PIN: 04-12-15-127-014

PARCEL 3:

The East 10 feet of the West 60 feet of Lot 11 Block 2 of S.K. Thompson's Second Addition.

PIN 04-12-15-127-013

STAFF REPORT
Decatur City Plan Commission

Hearing Date	March 5, 2020
Case No.	20-06
Property Location	500-800 Blocks of West Eldorado Street
Request	Rezoning at West of the Intersection of North Monroe Street and West Eldorado Street from M-2 Heavy Industrial District to M-1 Intense Commercial- Light Industrial District
Petitioner	Central Illinois Development Consortium, LLC
Representative	Jonas Ozier, Chastain & Associates, LLC

BACKGROUND

The subject site is located between the 500-800 Blocks of West Eldorado Street and currently zoned both M-1 Intense Commercial-Light Industrial District and M-2 Heavy Industrial District. It consists of approximately 6.57 acres and is currently being re-developed.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Re-developing	M-1, M-2	Employment
North	Industrial	M-2	Employment
South	Commercial	B-2	Employment
East	Industrial/Mueller Company	B-2, M-2	Employment
West	Industrial/Commercial Uses	M-1, M-2	Employment

PROJECT DESCRIPTION

The petitioner proposes to rezone the northern portion of the site from M-2 Heavy Industrial District to M-1 Intense Commercial – Light Industrial District to create a uniform zoning district for the site.

STAFF ANALYSIS

The surrounding zoning includes M-2 Heavy Industrial District to the north, B-2 Commercial District and M-2 Heavy Industrial District to the east, B-2 Commercial District to the south, and M-1 Intense Commercial – Light Industrial District and M-2 Heavy Industrial District to the west. Per the Macon County and Decatur Comprehensive Plan, the Future Land Use: Planning District 7 shows this area as Employment. Also, most of the zoning along the US-36/Eldorado Street Corridor from Oakland Avenue to 22nd Street is B-2 Commercial District or M-1 Intense Commercial – Light Industrial District.

The proposed M-1 zoning would be compatible and consistent with the surrounding and US-36/Eldorado St. Corridor zoning and uses. Also, rezoning the “M-2” District portion of the site to “M-1” District would bring uniformity in zoning for the entire site, i.e. M-1 District. As a result, this would allow zoning conformance to the existing industrial facility and any of its future development.

The subject site is located within a mixed-use area and down-zoning to M-1 Intense Commercial – Light Industrial District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the petition.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 20-06 to City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Development Division, Community Development Department, City of Decatur.

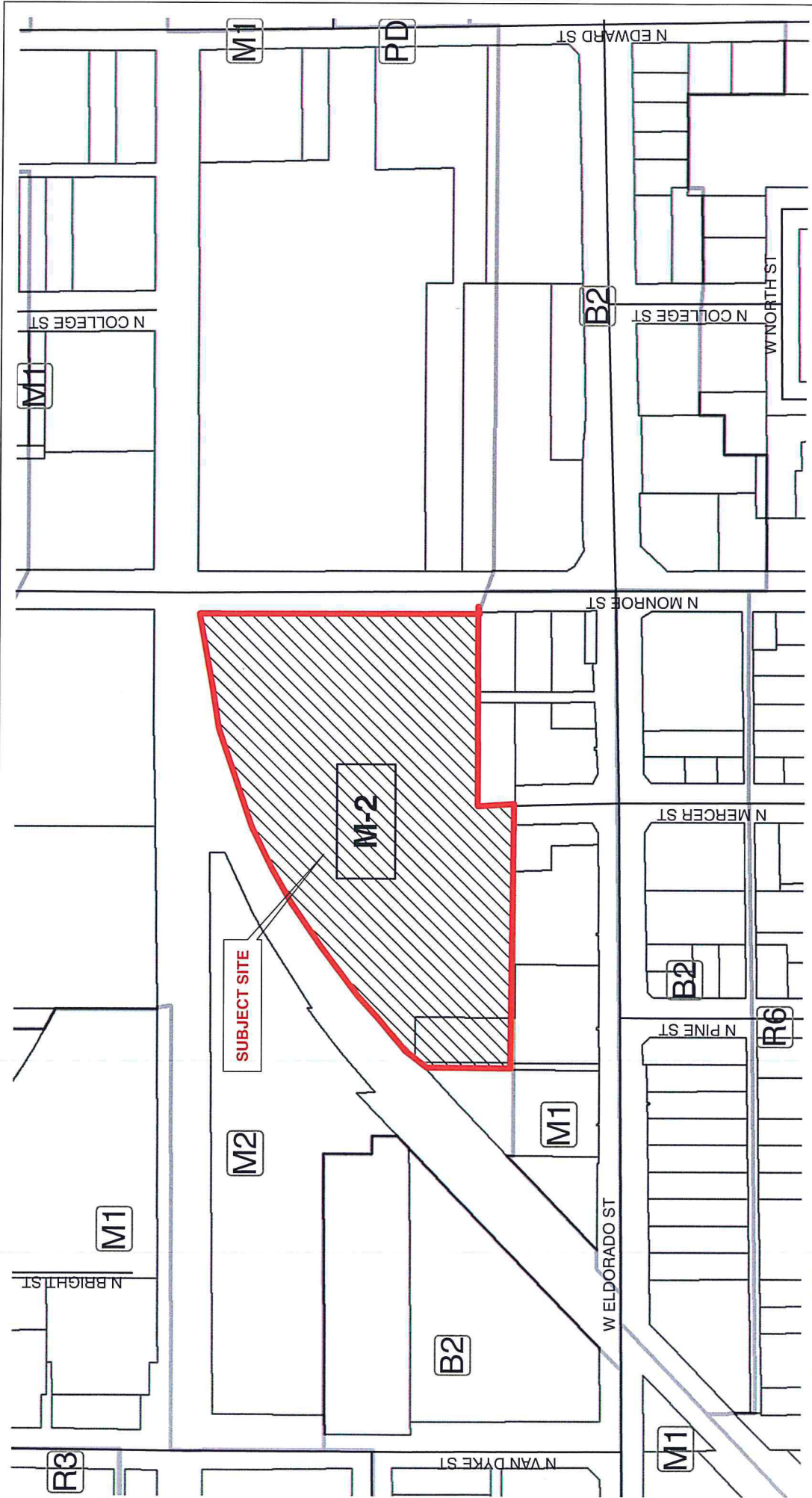
Joselyn Stewart
Planner

ATTACHMENTS

1. Petition
2. Location Map

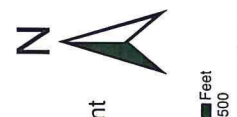
Decatur City Plan Commission

500-800 Blocks of West Eldorado Street



Legend

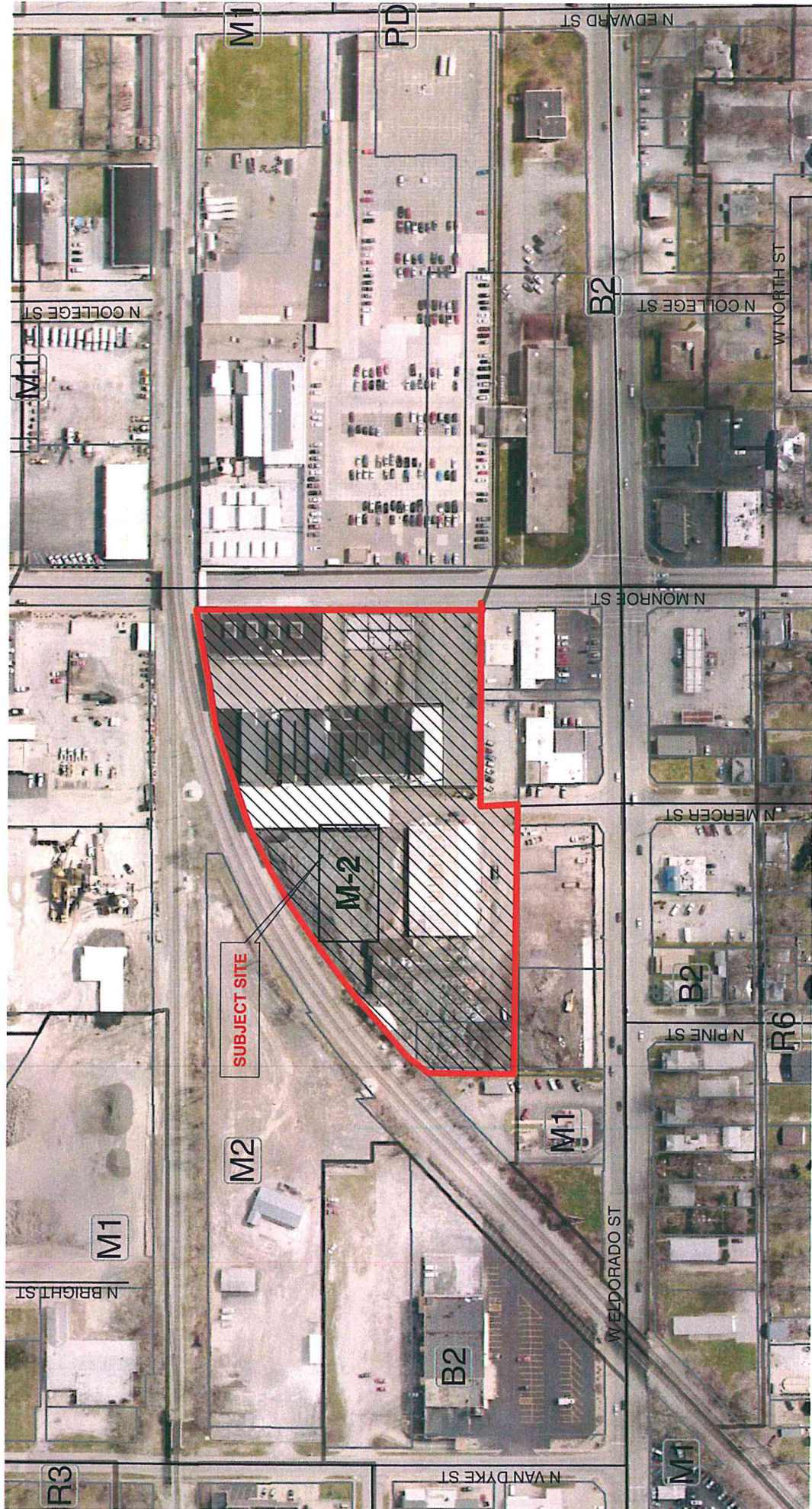
- Decatur Roads
- Decatur Zoning
- Subject Site



Case No.: 20-06
 Date: March 5, 2020
 Petition of: Central Illinois Development Consortium LLC
 Requested Action: Rezoning from M-2 to M-1

Decatur City Plan Commission

500-800 Blocks of West Eldorado Street



Case No.:

20-06

Date:

March 5, 2020

Petition of:

Central Illinois Development Consortium LLC

Requested Action:

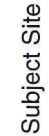
Rezoning from M-2 to M-1

Legend

— Decatur Roads



Decatur Zoning



Subject Site



Excerpts from Plan Commission Meeting of March 5, 2020

Case No. 20-06 Petition of CENTRAL ILLINOIS DEVELOPMENT CONSORTIUM, LLC, to rezone the property located WEST OF THE INTERSECTION OF NORTH MONROE STREET AND WEST ELDORADO STREET (500 – 800 Blocks of West Eldorado Street) from M-2 Heavy Industrial District to M-1 Intense Commercial - Light Industrial District.

It was moved and seconded (Frantz/ Peck) to forward Case No. 20-06 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Ms. Kylie Reynolds.

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

Discussion amongst the Plan Commission members and City Staff followed Mrs. Stewart's presentation including the intended use of the property by the petitioner. Mr. Greg Crowe indicated that the City has not received any development plans for the property and the property owner may be able to use the site for permitted uses under the M-1 Zoning District, but the petitioner may be able to provide more details of their intended use of the site.

Mr. Jonas Ozier, a representative for the petitioner, was sworn in by Ms. Reynolds.

Mr. Ozier stated that the petitioner leases the property to Mueller Co and they are wanting to move the existing rooftop parking to a new parking facility to alleviate maintenance issues on their existing facility and possibly develop a Research and Development Facility in the future. They are requesting consistent zoning to M-1.

There were no objectors present.

Upon call of the roll, Commission members Steven Kline, Kent Newton, Bill Clevenger, Jason Drake, Bruce Frantz, Rick Johnson and Chairman Susie Peck voted aye. Chairman Peck declared the motion carried.

Financial Management

DATE: 3/12/2020

MEMO: Letter to the Decatur City Council

TO: Honorable Mayor Moore Wolfe,
City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

ATTACHMENTS:

Description	Type
Council Letter	Cover Memo
Resolution	Cover Memo
Exhibit C	Cover Memo
Project Proposal	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Financial Management Department
#2020 – 1

DATE: March 11, 2020

TO: Honorable Mayor Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution Authorizing an Amendment to the Service Agreement with Johnson Controls, Inc.

SUMMARY RECOMMENDATION

City Administration recommends City Council approval of the attached resolution authorizing an amendment to the Energy Savings Performance Contract between the City of Decatur and Johnson Controls, Inc.

The original Agreement was approved by City Council Resolution R2013-62 dated June 17, 2013, for City Public Works project to implement certain city facility energy improvement measures, and to enable the implementation of the Water Utility AMI (Automated Meter Infrastructure) project. The AMI project included the deployment of new water meters in residential, commercial and industrial locations.

The original Agreement was amended by City Council Resolution R2018-96 dated August 6, 2018, for City Public Works project to upgrade City owned street lights, City owned parking lot lights, Civic Center office and Library facility interior and exterior lighting with LED lighting technology, and improve HVAC system controls at the Library facility.

This amendment to the Johnson Control Agreement will approve the City Public Works project to affect required improvements to the air handling system in the Library facility.

BACKGROUND

The Library Facility air handling system repair and maintenance improvement project was previously discussed with the City Council in 2019, in connection with Council discussion of the parking lot improvement project. City staff decided at that time to defer presentation to Council for decision on the air handling repair and maintenance improvement project to 2020.

PROJECT

The facility was designed, constructed and the present facility air handling system installed in 1967. The air handling system continues to operate in accordance to facility requirements. However, the system is old, with certain elements beyond expected life, with certain system elements having deteriorated from efficient and cost effective operation, resulting in inefficient operation and cost to operate. In addition, the system has deteriorated to such level that presents concern of risk to effective air handling operations in the facility.

The project will provide required repair and maintenance to air handling system, securing the system, and provide electricity energy cost savings in the operation of the facility.

FINANCIALS

	\$
Project cost	613,457
Funding:	
State capital grant	300,000
2019 Series B bond proceeds	212,731
Ameren project rebate	35,000
JCI guaranteed savings year 1	26,717
Operational savings year 1	1,700
City out of pocket	37,309
Total funding	613,457

The State capital grant funding was approved by the State of Illinois and is expected for release to the City before close of the State fiscal year at June 30, 2020.

The 2019 Series B bond proceeds are available for the project as approved by the Council.

Energy savings measure project rebates are available to finance the project from Ameren.

Energy savings in electricity costs are guaranteed by Johnson Controls.

The City will incur out of pocket cost of \$37,309, funded within the cash reserves of the Building Fund..

POTENTIAL OBJECTIONS

None

STAFF REFERENCE

Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

RESOLUTION NO. R2020 - _____

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE SERVICES
AGREEMENT WITH JOHNSON CONTROLS, INC.**

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

Section 1. That the Energy and Water Efficiency Services Agreement between the City of Decatur and Johnson Controls, Inc. made and entered into and effective on the 17th day of June 2013 and approved by Resolution R2013-62 and amended by Resolution R2018-96 on the 6th day of August 2018, be and is hereby modified and amended as set forth in Exhibit C.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Amendment to the Services Agreement between the City of Decatur, Illinois and Johnson Controls, Inc.

PRESENTED AND ADOPTED THIS 16th day of March, 2020.

Julie Moore Wolfe
Mayor

ATTEST:

Angela Harper, Deputy City Clerk

Exhibit C



PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this **20th day of March, 2020** between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
3007 Malmo Drive
Arlington Heights, IL 60005

and

CITY OF DECATUR ("Customer")
One Gary K. Anderson Plaza
Decatur, IL 62523

AMMENDMENT: The following is an Amendment to the original Performance Contract between the Parties signed and dated June 17, 2013 and attached hereto.

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

- 1. SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

- 2. AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work
 Schedule 2 – Assured Performance Guarantee
 Schedule 3 – Customer Responsibilities
 Schedule 4 – Price and Payment Terms
 Attachment 1 – Notice to Proceed
 Attachment 2 – Change Order
 Attachment 3 Certificate of Substantial Completion
 Attachment 3A – Certificate of Final Completion

- 3. NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be:

- (a) the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3;

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels, or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

CITY OF DECATUR

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCOPE OF WORK**General:**

1. All Work being performed by customer shall be separate from this agreement.
2. Scope of work to be provided is based on the Description of Work below.

Energy Conservation Measures (ECMs)
ECM-1 Air Handling Unit Upgrade
ECM-2 Replacement of Ventilation Dampers
ECM-3 Replace Reheat Coils with FPVAV Boxes

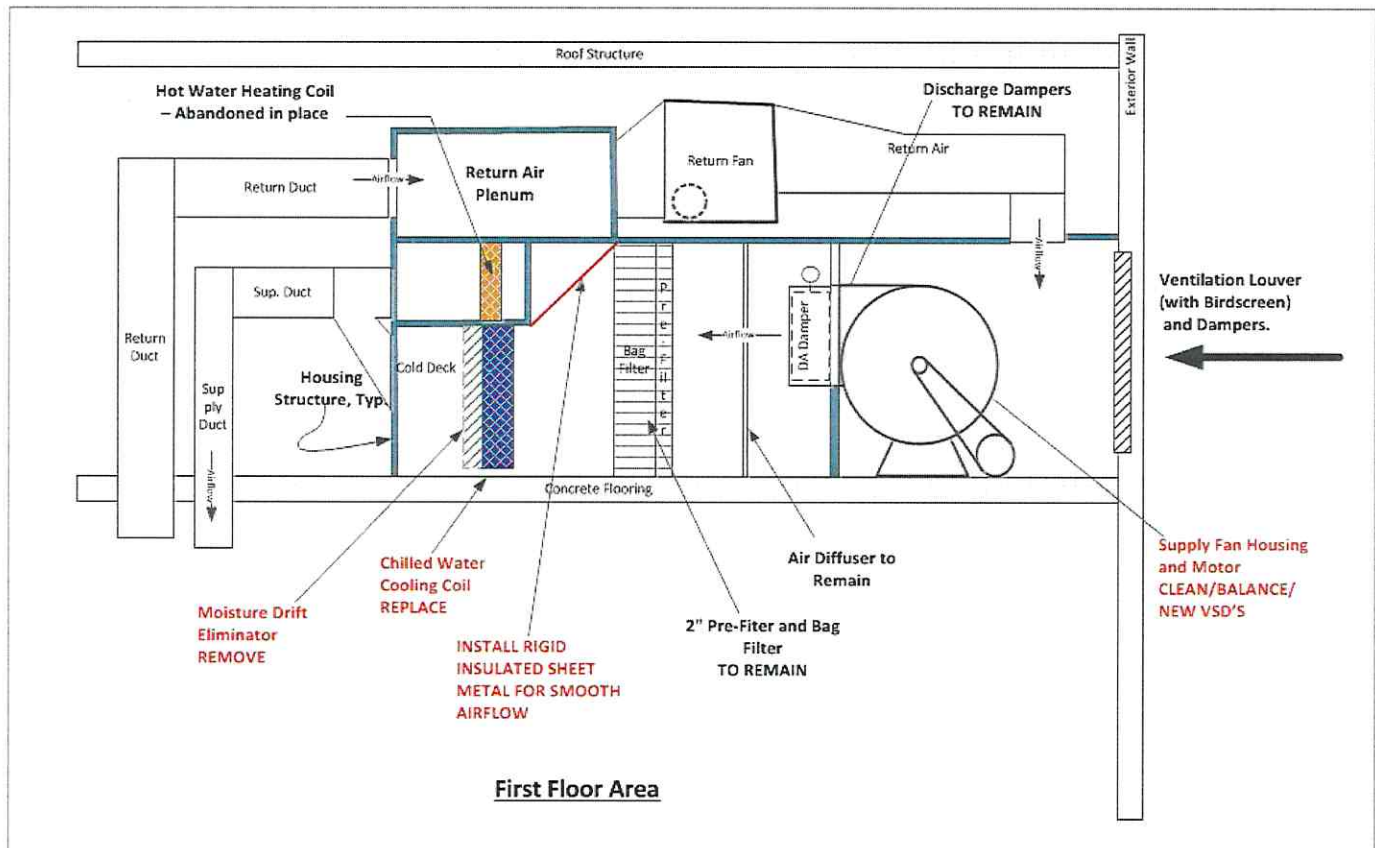
Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Description of Work:**ECM-1 AIR HANDLING UNIT UPGRADE**

The intent of this scope is to upgrade the Air Handling Unit (AHU) that includes replacement of the chilled water coil, removes specified components from the AHU to reduce static pressure losses, installs new DDC controls and installs Variable Speed Drives (VSDs) on the supply and return fans as shown in the drawing on the following page.

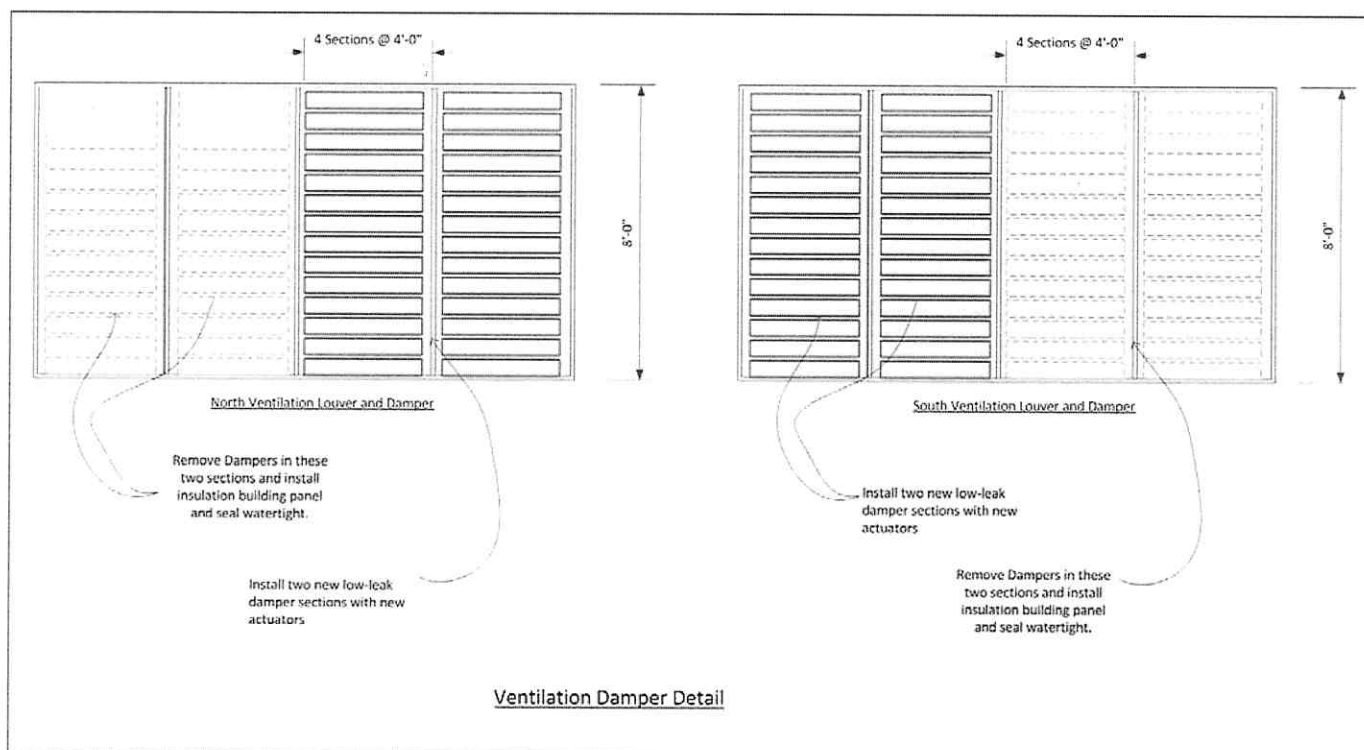
- 1) Drain the water from the chilled water coil and remove the chilled water cooling coil from site.
 - a) Remove the condensate drain pan and install a new condensate stainless steel drain pan. Disconnect the condensate drain piping from the supply air plenum and route new condensate piping to floor drain outside of air handler.
 - b) Install a new 6-row cooling coil section with new shut off valves. Existing temperature control valve to remain in place.
 - c) Install new chilled water piping with insulation and vapor barrier as required for the new coil arrangement.
 - d) Install insulated sheet metal panels in place of unused cooling coil Sections after installation of new coil. Install coil sections to allow installation of stainless steel drain pan and condensate drain piping to floor drain outside of unit.
 - e) Install new shut off valve on chilled water supply and return piping, balance valve and air vents.
- 2) Remove Moisture Drift Eliminator panel.
- 3) Disconnect and remove steam humidification nozzles and related steam/condensate piping in Supply Air (SA) plenum.
- 4) Clean the supply and return fan housings.
- 5) Fill system with water and glycol (20% solution) and remove air.
- 6) Provide air balancing for three (3) supply fans and three (3) return fans to include airflow for supply and return fans and pressure readings across each of the AHU sections.
- 7) Provide water balancing of new chilled water coil.
- 8) Temperature Controls
 - a) Install controllers, sensors, hardware, software, programming and graphics interface for new points associated with the AHU including communication of new points and alarms to the BAS.
 - b) Install new low limit and wiring across existing air diffuser panel to shut fans down when MAT < 40 F.
 - c) Install new air temperature sensors (MA-T, SA-T and RA-T)
 - d) Install differential pressure sensor across filter section.
 - e) Install pressure sensor for supply air plenum (after fans).
 - f) Install new actuators for return air dampers (3). Provide programming for mixed air operation sequence.
 - g) Install actuators for fan discharge air dampers (3) and interlock with respective supply fan.
 - h) Install pressure sensor in ductwork 2/3 down max run of ductwork.
 - i) Provide programming for new control sequence for HVAC fans; Proposed operation to include the operation of two (2) supply fans and two (2) return fans to operate to serve the library. HVAC fan VSDs speed controlled by pressure sensor setpoint (1.5" – Adj.). Fan VSD speed to be set to 50% fixed speed during unoccupied hours.
 - j) Control dampers for occupied (minimum OAD position) / unoccupied (OAD 100% closed) operation and Economizer Control (OAD 100% Open).
 - k) Install new control wiring to the existing CHW Coil control valve and tie into the AHU controller.
 - l) Provide startup, 2 hours training and validation for the new control system.
- 9) Supply and Return Fan VSD Installation:
 - a) Provide electrical labor and material for turnkey operation.
 - b) Disconnect and Remove the VSD on the supply fan (SF-2) and return fan (ER-2).
 - c) Install Variable Speed Drives on three (3) individual supply fans (40 HP each) and three (3) individual return fans (20 HP each).



ECM-2 REPLACEMENT OF VENTILATION DAMPERS

The intent of this scope is to replace the ventilation dampers with new low-leak dampers, model Ruskin CD60 and meets AMCA Class 1A, and damper actuators. See drawing below.

- 1) Disconnect and remove all eight (8) damper sections. The existing louver and birdscreen to remain. Clean the existing louvers and birdscreen free of debris and repair damaged areas to the birdscreen.
- 2) Install 4 new low-leak damper sections per the drawing below.
- 3) Install new damper actuators. Install new control wiring between actuators and controller to operate dampers "Open" during occupied hours and "Closed" during unoccupied hours.
- 4) Install new insulated rigid panels in areas where dampers are no longer required and seal watertight.
- 5) Provide testing and validation of damper control.



ECM-3 REPLACE REHEAT COILS WITH FPVAV BOXES

The intent of this scope of work is to replace the duct mounted reheat coils with new Fan Powered VAV Boxes (FPVAV's) including new digital controls. See drawing "FPVAV Box Layout_v1.pdf", provided to Customer in electronic format.

- 1) Drain water as required to isolate area of piping included in new work.
- 2) Disconnect ductwork and piping from fourteen (14) duct mounted reheat coils and remove reheat coil from site.
- 3) Install fifteen (15) new FPVAV boxes with reheat coil, per the drawings, FPVAV-RH boxes.
- 4) Install transition ductwork from existing supply ductwork to the round inlet and square outlet of the FPVAV-RH .
- 5) Provide removal and re-installation of ceiling panels and grid as required for new work.
- 6) Make new connection to existing hot water supply & return piping and extend to new reheat coil with new balance valve, control valve, shut off valve and vent.
- 7) Install unit heater in the large storage room on the upper level. Make new connections to the HWS&R piping and extend to the new unit with valves, control valves and balance valve.
- 8) Install a new horizontal ceiling hung cabinet heater in the stairway on the upper level adjacent to the large storage room. Make new connections to the HWS&R piping and extend to the new unit with valves, control valves and balance valve.
- 9) Provide system fill and one time chemical treatment, remove air.
- 10) Provide air balancing for each new FPVAV-RH box.
- 11) Install controllers, sensors, hardware, software, programming and graphics interface for new points associated with the new FPVAV boxes including communication of new points and alarms to the BAS.
 - a) Install new FPVAV box controllers, reconnect thermostat wiring to controller.
 - b) Install new BacNet communication trunk to connect to all new controllers.
 - c) Provide startup. 2 hours training and validation for the new control system.
 - d) Install controllers to control the cabinet heater and unit heater. Install new thermostat and wiring to control each unit.

Exclusions for HVAC and Temperature Controls Scope of Work

- Asbestos abatement is excluded
- Removal of the existing ductwork and diffusers is excluded except as noted on drawings.
- Resolution of existing design, service, and or distribution conditions known or unknown is excluded
- Correction of any existing applicable building code violations and Federal Americans with Disabilities Act (ADA) violations identified by JCI during the execution of the Work is excluded. Such violations will be brought to the attention of the Customer for remedy
- Excludes carbon monoxide and Combustible Gas Detectors
- Temporary space conditioning and temporary domestic hot water are the responsibility of the Customer
- Repair or replacement of defective mechanical, electrical and controls equipment and electrical distribution system is the responsibility of the Customer, except the equipment described in the Scope of Work (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer).
- Repair or replacement of temperature controls on existing equipment that is not included in this scope of work is excluded.
- Any building system design or code issues not related to the FIM Scope of Work is the responsibility of the Customer.
- Test and balance of existing air and water HVAC systems is Customer's Responsibility unless otherwise noted in a specific FIM Scope of Work.
- Duct cleaning and coil cleaning unless otherwise identified in a FIM Scope of Work.
- Duct work repair and/or replacement for air handling units will be limited to the confines of the mechanical room unless otherwise identified in a FIM Scope of Work.
- Any building system design issues not related to the FIM Scope of Work is the responsibility of the Customer unless noted otherwise in the FIM Scope of Work.
- Repairs/replacement of insulation, piping or ductwork found to be corroded or rusted and unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work.
- Connection to the Owners Wide-Area Network to be coordinated with Client's IT Services.
- The Owner will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to the Contractor, for monitoring, tuning, and making system changes to the building automation system connected to the HVAC Systems or Equipment.
- Non-Johnson Controls software upgrades (such as Microsoft, Norton Antivirus, etc.) for the Customer's front-end unless otherwise noted in the Scope of Work.
- Ongoing annual fees associated with licenses and access fees.

ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits may be outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Added Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Phase 3 Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$719,145 in Non-Measured Utility Cost Avoidance Project Benefits during the term of this Agreement, for a Total Project Benefits of \$ 719,145 as set forth in the table below.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

Total Added Benefits

Year	Utility Cost Avoidance (Non-Measured)*
1	\$27,451
2	\$28,206
3	\$28,982
4	\$29,779
5	\$30,597
6	\$31,439
7	\$32,303
8	\$33,192
9	\$34,105
10	\$35,042
11	\$36,006
12	\$36,996
13	\$38,014
14	\$39,059
15	\$40,133
16	\$41,237
17	\$42,371
18	\$43,536
19	\$44,733
20	\$45,963
Total	\$719,145

The table above is indicative of the savings associated with the scope of work detailed herein and is to be considered in addition to the previously executed Performance Contract, dated June 17, 2013, and subsequent Amendment, dated August 6, 2018.

* As detailed in Sections II and III, Utility Cost Avoidance includes only Non-Measured Project Benefits. Utility Cost Avoidance figures in the table above are based on mutually agreed upon fixed annual escalation rates, detailed in Section IV. Baseline Calculations and Utility Rates, effective starting in year 1.

Upon completion of installation of the ECMs listed in Schedule 1, the Benefits listed in the table above are deemed to be achieved in the years as shown. Within sixty (60) days of the commencement of the Guarantee Term, JCI will deliver the Post-Installation Report which will culminate JCIs reporting responsibilities. JCI will provide no further savings calculations or subsequent reporting during the term of this Agreement.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

II. NON-MEASURED PROJECT BENEFITS

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Energy Conservation Measures (ECMs)
ECM-1 Air Handling Unit Upgrade
ECM-2 Replacement of Ventilation Dampers
ECM-3 Replace Reheat Coils with FPVAV Boxes

Utility Cost Avoidance

The following non-measured utility cost avoidance benefits are based upon engineering calculations that have been reviewed with the City administration and operations personnel.

Source of Non-Measured Project Benefits	First Year Utility Cost Avoidance
ECM-1 Air Handling Unit Upgrade	\$16,192
ECM-2 Replacement of Ventilation Dampers	\$2,369
ECM-3 Replace Reheat Coils with FPVAV Boxes	\$8,890
Total	\$27,451

ECM-1 Air Handling Unit Upgrade:

Savings are derived from a reduction in electric energy consumption as a result of modifications to allow the future operation of two supply and return fans versus the three fan systems currently in operation. Energy savings and control sequences are based on the 2nd floor South area not being served by AHU-1.

Fan Motor Demand Calculation

Demand Saved = Peak kW (Pre-Retrofit) – Peak kW (Post-Retrofit)

Fan Motor Energy Calculation

Energy Saved (kWh) = ((kW (Pre-Retrofit Occupied) – kW (Post-Retrofit Occupied)) x (Occupied Operating hours) + ((kW (Pre-Retrofit Unoccupied) – kW (Post-Retrofit Unoccupied)) x (Unoccupied Operating hours))

Energy and Demand Cost Saved = Demand Saved (kW) x Demand Rate (\$/kW) + Energy Saved (kWh) x Electric Rate (\$/kWh) [see Section IV]

Parameter variables to be agreed upon (see tables on following pages)

- kW
 - Pre-retrofit Occupied
 - Post-retrofit Occupied
 - Pre-retrofit Unoccupied
 - Post-retrofit Unoccupied
- Hours

- Occupied Operating hours = see Section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT
- Unoccupied Operating hours = see Section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

ECM-1 Air Handling Unit Upgrade - Occupied Period

***Basis of Savings: Operate 2 Supply Fans and 2 Return Fans to serve HVAC Load
In Lieu of 3 Supply Fans and 3 Return Fans***

Baseline Electrical Consumption for 3 Supply Fans and 3 Return Fans

Total Supply Fan and Return Fan kW	124 kW
Occupied Hours of Operation	3,224 Hours/Year
Electrical Energy Consumption	400,421 kWh/Year

Post Electrical Energy Consumption for 2 Supply Fans and 2 Return Fans

Total Supply Fan and Return Fan kW	83 kW
Occupied Hours of Operation	3,224 Hours/Year
Electrical Energy Consumption	266,947 kWh/Year

Savings = Baseline Electrical Energy Consumption - Post Electrical Energy Consumption

Electrical kWh Reduction =	133,474 kWh / Year
Electric Demand Reduction =	497 kW / Year

ECM-1 Air Handling Unit Upgrade - Un Occupied Period

***Basis of Savings: Operate 2 Supply Fans and 2 Return Fans to serve HVAC Load
In Lieu of 3 Supply Fans and 3 Return Fans***

Baseline Electrical Consumption for 3 Supply Fans and 3 Return Fans

Total Supply Fan and Return Fan kW (VSD = 84% Speed)	79 kW
Un-Occupied Hours of Operation	5,536 Hours/Year
Electrical Energy Consumption	436,962 kWh/Year

Post Electrical Energy Consumption for 2 Supply Fans and 2 Return Fans

Total Supply Fan and Return Fan kW (84% Speed)	53 kW
Un-Occupied Hours of Operation	5,536 Hours/Year
Electrical Energy Consumption	291,308 kWh/Year

Savings = Baseline Electrical Energy Consumption - Post Electrical Energy Consumption

Electrical kWh Reduction =	145,654 kWh / Year
Electric Demand Reduction =	- kW / Year

Note: Unoccupied baseline assumes VSDs are operational per the Phase 2 contract scope of work as to not double count savings.

ECM-2 Replacement of Ventilation Dampers:

Savings are derived from a reduction in electric and natural gas energy consumption as a result of reduced airflow during unoccupied hours which is achieved via replacement of the AHU-1 ventilation dampers with low-leakage ventilation dampers and new controls. These savings are cascaded after ECM 1 savings.

Where:

Pre-Retrofit Ventilation Rate (CFM) = Supply Air CFM x Pre-Retrofit Damper Leakage (%)

Post-Retrofit Ventilation Rate (CFM) = Supply Air CFM x Post-Retrofit Damper Leakage (%)

Cooling Energy Cost Saved = (Pre-Retrofit Ventilation Rate (CFM) – Post-Retrofit Ventilation Rate (CFM)) x (OAT – Supply Air Temperature) x Cooling System Efficiency (kW/ton) / 12000 BTU/ton x Unoccupied Hours (Bin Hours) x Electric Rate (\$/kWh) [see Section IV]

Heating Energy Cost Saved = ((Pre-Retrofit Ventilation Rate (CFM) x (1 + Pre-Retrofit Damper Leakage (%))) – ((Post-Retrofit Ventilation Rate (CFM) x (1 + Post-Retrofit Damper Leakage (%)))) x (Supply Air Temperature - OAT) x Unoccupied Hours (Bin Hours) / Heating System Efficiency / 100,000 BTU/therm x Natural Gas Rate (\$/therm) [see Section IV]

Parameter variables to be agreed upon (see table on the following page)

- Pre-retrofit Damper Leakage
- Post-retrofit Damper Leakage
- AHU-1 Airflow Rate
- Supply Air Temperature
- Heating System Efficiency = 90%
- Cooling System Efficiency = 1.1 kW per ton
- Hours
 - Occupied Operating hours = see Section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT
 - Unoccupied Operating hours = see Section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

ECM-2 Replacement of Ventilation Dampers							
Supply Air CFM =		120,000					
Supply Air Temperature =		55					
Existing Dampers Leakage Rate (8%) =		8.0%		9600 Ventilation Airflow (CFM)			
Proposed Damper Leakage Rate (4%) =		4.0%		4800 Ventilation Airflow (CFM)			
OAT	Bin Hours	Existing Cooling Tons	Proposed Cooling Tons	kWh Saved	Existing Heating Btuh	Proposed Heating Btuh	therms Saved
87	1	28	14	14	-	-	-
82	11	24	12	131	-	-	-
77	68	19	10	658	-	-	-
72	176	15	7	1316	-	-	-
67	270	11	5	1426	-	-	-
62	335	0	0	0	-	-	-
57	291	0	0	0	-	-	-
52	283	0	0	0	-	-	-
47	275	0	0	0	82,944	41,472	127
42	276	0	0	0	134,784	67,392	207
37	375	0	0	0	186,624	93,312	389
32	499	0	0	0	238,464	119,232	661
27	379	0	0	0	290,304	145,152	611
22	264	0	0	0	342,144	171,072	502
17	171	0	0	0	393,984	196,992	374
12	130	0	0	0	445,824	222,912	322
7	83	0	0	0	497,664	248,832	229
2	66	0	0	0	549,504	274,752	201
-3	41	0	0	0	601,344	300,672	137
-8	18	0	0	0	653,184	326,592	65
Totals	4012			3545			3,826

ECM-3 Replace Reheat Coils with FPVAV Boxes:

Savings are derived from a reduction in electric energy consumption as a result of modifications to replace the existing reheat coils with fan powered VAV boxes. These savings are cascaded after ECM 1 savings.

Energy Saved = ((kW (Pre-retrofit Occupied) – kW (Post-retrofit Occupied)) x Occupied Operating hours) + ((kW (Pre-retrofit Unoccupied) – kW (Post-retrofit Unoccupied)) x Unoccupied Operating hours)

Where: The kW for a VFD controlled Fan is calculated according to $kW_{VSD} = kW_{motor} \times Speed^{2.6}$

$kW_{post} = AHU_{Post} + FPVAV \text{ Penalty}$

Energy Cost Saved = Energy Saved x Electric Rate (\$/kWh) [see Section IV]

Parameter variables to be agreed upon (see tables on following pages)

- kW
 - Pre-retrofit Occupied
 - Post-retrofit Occupied
 - Pre-retrofit Unoccupied
 - Post-retrofit Unoccupied

- Post Retrofit Fan Powered VAV box penalty equal to 3.5 kW
- Hours
 - Occupied Operating hours = see Section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT
 - Unoccupied Operating hours = see Section V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

ECM-3 Replace Reheat Coils with FPVAV Boxes - Occupied Period

Basis of Savings:

New Supply Fan VSDs Modulate Fan Speed to maintain Static pressure setpoint

Baseline Electrical Consumption for 2 Supply Fans and 2 Return Fans

Total Supply Fan and Return Fan kW (VSD Speed = 100%)	83	kW
Occupied Hours of Operation	3224	Hours/Year
Electrical Energy Consumption	266,947	kWh/Year

Post Electrical Energy Consumption for 2 Supply Fans and 2 Return Fans

Total Supply Fan and Return Fan kW (Avg. VSD Speed = 92%)	70	kW
Occupied Hours of Operation	3224	Hours/Year
Electrical Energy Consumption	226,202	kWh/Year
FPVAV Box Savings Penalty	3.5	kW

Savings = Baseline Electrical Energy Consumption - Post Electrical Energy Consumption

Electrical kWh Reduction =	40,745	kWh / Year
Electric Demand Reduction =	0	kW / Year

ECM-3 Replace Reheat Coils with FPVAV Boxes - Unoccupied Period***Basis of Savings:****New Supply Fan VSDs Modulate Fan Speed to maintain Static pressure setpoint***Baseline Electrical Consumption for 2 Supply Fans and 2 Return Fans**

Total Supply Fan and Return Fan kW (VSD Speed = 84%)	53	kW
Un-Occupied Hours of Operation	5536	Hours/Year
Electrical Energy Consumption	291,308	kWh/Year

Post Electrical Energy Consumption for 2 Supply Fans and 2 Return Fans

Total Supply Fan, Return Fan and FPVAV box kW (VSD Speed = 55%)	21	kW
Un-Occupied Hours of Operation	5536	Hours/Year
Electrical Energy Consumption	116,242	kWh/Year
FPVAV Box Savings Penalty	3.5	kW

Savings = Baseline Electrical Energy Consumption - Post Electrical Energy Consumption

Electrical kWh Reduction =	175,067	kWh / Year
Electric Demand Reduction =	0	kW / Year

**CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE
AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet local building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by local building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above and travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date that the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation, but such escalation shall be no less than the mutually agreed "floor" escalation rate of two and three-quarter percent (2.75%). The Base Utility Cost for electric energy is consistent with the baseline rates associated with the Performance Contract Amendment, dated August 6, 2018. The Base Utility Cost for natural gas is based upon estimated natural gas cost during the 2018 baseline period.

Utility Type	Library
Electric Energy	\$0.0661 / kWh
Electric Demand	\$8.48 / kW
Natural Gas	\$0.60 / therm

Utility Type	Start of Escalation	Annual Escalation Rate
Electric Energy	Year-1	2.75%
Natural Gas Energy	Year-1	2.75%

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Library (Air Handling Unit #1)

	Pre-Retrofit HVAC		Post Retrofit HVAC	
	Time On	Time Off	Time On	Time Off
Monday	9:00 AM	8:00 PM	9:00 AM	8:00 PM
Tuesday	9:00 AM	8:00 PM	9:00 AM	8:00 PM
Wednesday	9:00 AM	8:00 PM	9:00 AM	8:00 PM
Thursday	9:00 AM	8:00 PM	9:00 AM	8:00 PM
Friday	9:00 AM	5:30 PM	9:00 AM	5:30 PM
Saturday	9:00 AM	5:30 PM	9:00 AM	5:30 PM
Sunday	Closed	Closed	Closed	Closed
Holidays	Closed	Closed	Closed	Closed

Occupied Room Temperature During Heating Season: 72 degrees F

Unoccupied Low Temperature Limit During Heating Season: 68 degrees F

Heating season is November to May

Occupied Room Temperature During Cooling Season: 74 degrees F

Unoccupied High Temperature Limit During Cooling Season: 78 degrees F

Cooling season is May to October

VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Energy Solutions Performance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period to Customer within 60 days of the commencement of the Guarantee Term. Delivery of the Post-Installation Report will culminate JCI's reporting responsibilities and JCI will provide no further savings calculations or subsequent reporting during the term of this Agreement.

CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work, the Assured Performance Guarantee, and M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of electrical system as needed to accomplish the Work;
3. Provide timely removal of furnishings to meet the installation schedule
4. Provide areas on site for setting of the storage trailers.
5. Providing timely reviews and approvals of design submissions and other project documents;
6. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:
 - a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 - b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
 - c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
 - d. a legal description of the project site;
 - e. as-built and record drawings of any existing structures at the project site; and
 - f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
7. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are JCI's responsibility to obtain as set forth in Schedule 1;
8. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;
9. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
10. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within ten (10) days of Customer receipt and/or generation or JCI's request therefor;
11. Providing all records relating to energy and/or water usage and energy-related maintenance of the premises and relevant equipment requested by JCI;
12. Providing and maintaining a dedicated telephone line, TCP/IP and/or VPN remote connection to facilitate remote monitoring of relevant equipment;
13. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;
14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;

Schedule 3

15. If any equipment under control is changed out it is the responsibility of the customer to move the controls and the controls programming to the new equipment.
16. Customer shall be responsible for making changes related to the HVAC system, including increasing outside air supply, if usage for the Upper Floor Storage Area changes.

PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Work. The price to be paid by Customer for the Work shall be **\$ 613,457** Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

Construction Payment Schedule		
Payment	Payment Amount	Due Date
First Payment	\$300,000.00	4/15/2020
Second Payment	\$275,000.00	5/15/2020
Third Payment	\$38,457.00	6/15/2020

M&V Services. Delivery of the Post-Installation Report will culminate JCI's reporting responsibilities and JCI will provide no further savings calculations or subsequent reporting during the term of this Agreement.

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

NOTICE TO PROCEED

Johnson Controls, Inc.
3007 Malmo Drive
Arlington Heights, IL 60005
ATTN: Bruce Combs

Re: Notice to Proceed for City of Decatur Phase 3 Performance Contract

Dear Bruce Combs:

This Notice to Proceed is being issued by CITY OF DECATUR ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

CITY OF DECATUR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGED & AGREED TO:**JOHNSON CONTROLS, INC.**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

CHANGE ORDER

Performance Contract dated _____, 20____ between Johnson Controls, Inc. and Customer	Change Order No. _____	Date (mo/day/yr) _____
Customer City of Decatur		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
Scope of Work changed as follows:		
Total amount of this Change Order	\$ _____	
Total Performance Contract amount as revised by this Change Order		
Total Performance Contract amount as revised by this Change Order		\$ _____
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:		(mo, day, yr) _____
[check if applicable] Assured Performance Guarantee changed as follows:		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
JOHNSON CONTROLS, INC.	CUSTOMER	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3007 Malmo Drive
Arlington Heights, IL 60005

CITY OF DECATUR ("Customer")
One Gary K. Anderson Plaza
Decatur, IL 62523

PROJECT: City of Decatur Phase 2 Performance Contract; Performance Contract dated _____, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):
 - ☐ punch list attached
 - ☐ punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 2020.

CUSTOMER:**JOHNSON CONTROLS, INC.**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3007 Malmo Drive
Arlington Heights, IL 60005

CITY OF DECATUR ("Customer")
One Gary K. Anderson Plaza
Decatur, IL 62523

PROJECT: City of Decatur Phase 2 Performance Contract; Performance Contract dated [REDACTED] 2020 between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated [REDACTED], 2020.

CUSTOMER:

Signature: _____

Printed Name: _____

Title: _____

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____



Before



After LED upgrade

City of Decatur

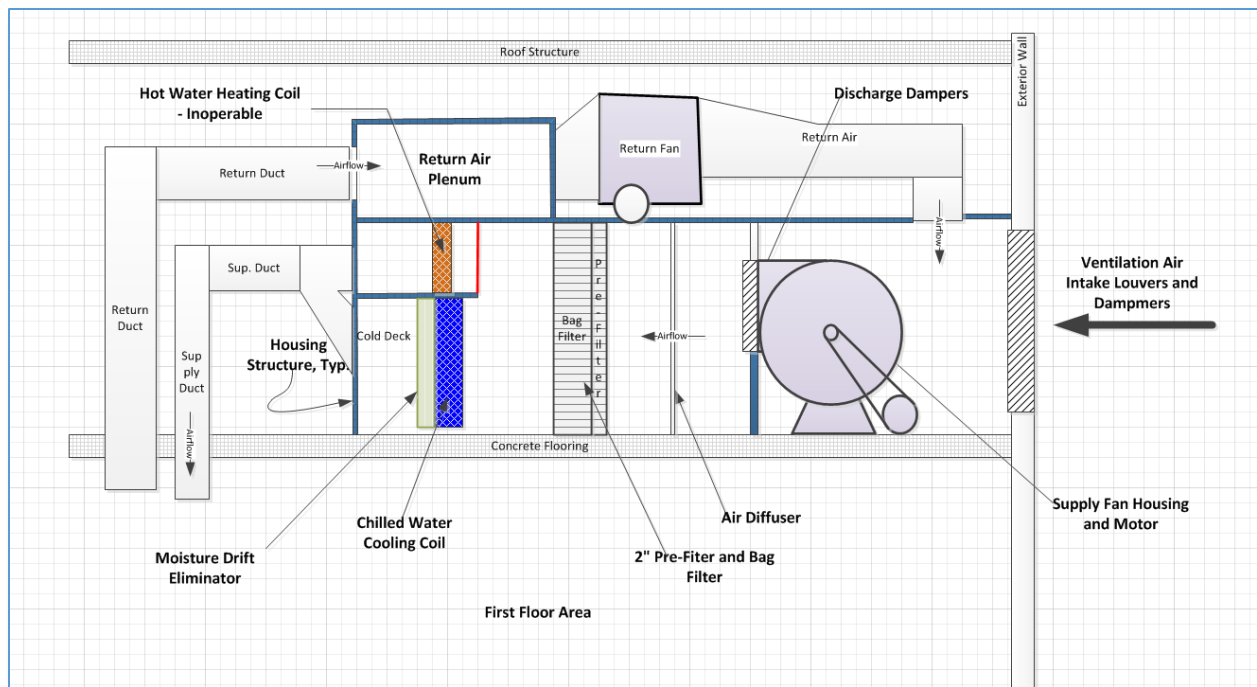
Library Improvements Review

March 11th, 2020



Review of Library Systems

Air Handling Unit AH-1



ECM-1 Air Handling Unit (AHU) Upgrades

The majority of the library occupied space is served by a large custom built air handling unit. The unit was installed in 1967 and is approximately 51 years old. The housing is a 1-1/2" thick double wall sheet insulated structure and is in good condition.

- ✓ Remaining Life Expectancy: The housing structure has significant life remaining, greater than 20 years.
- ✓ Recommendations: Cleaning and Disinfection of the interior of the housing structure.

There are supply fans, located in the mixed air plenum, that supplies treated air to the space and three return fans, mounted on top of the air handling unit housing, that draws return air from the space and discharges back to the supply fans. The fans were designed and sized to supply air for a retail space. With the current space utilized as a library, the air flow requirements for the space can be reduced. The fan blades and fan housings are in good condition though over the years have accumulated a buildup of dirt and dust that can reduce fan efficiency and airflow. Each fan is equipped with a 2-position damper on the discharge of the fans. This damper closes when the fan is off to prevent short cycling of the supply air into the mixed air plenum. The



*Chilled Water Cooling Coil and
Condensate Drain Pan*



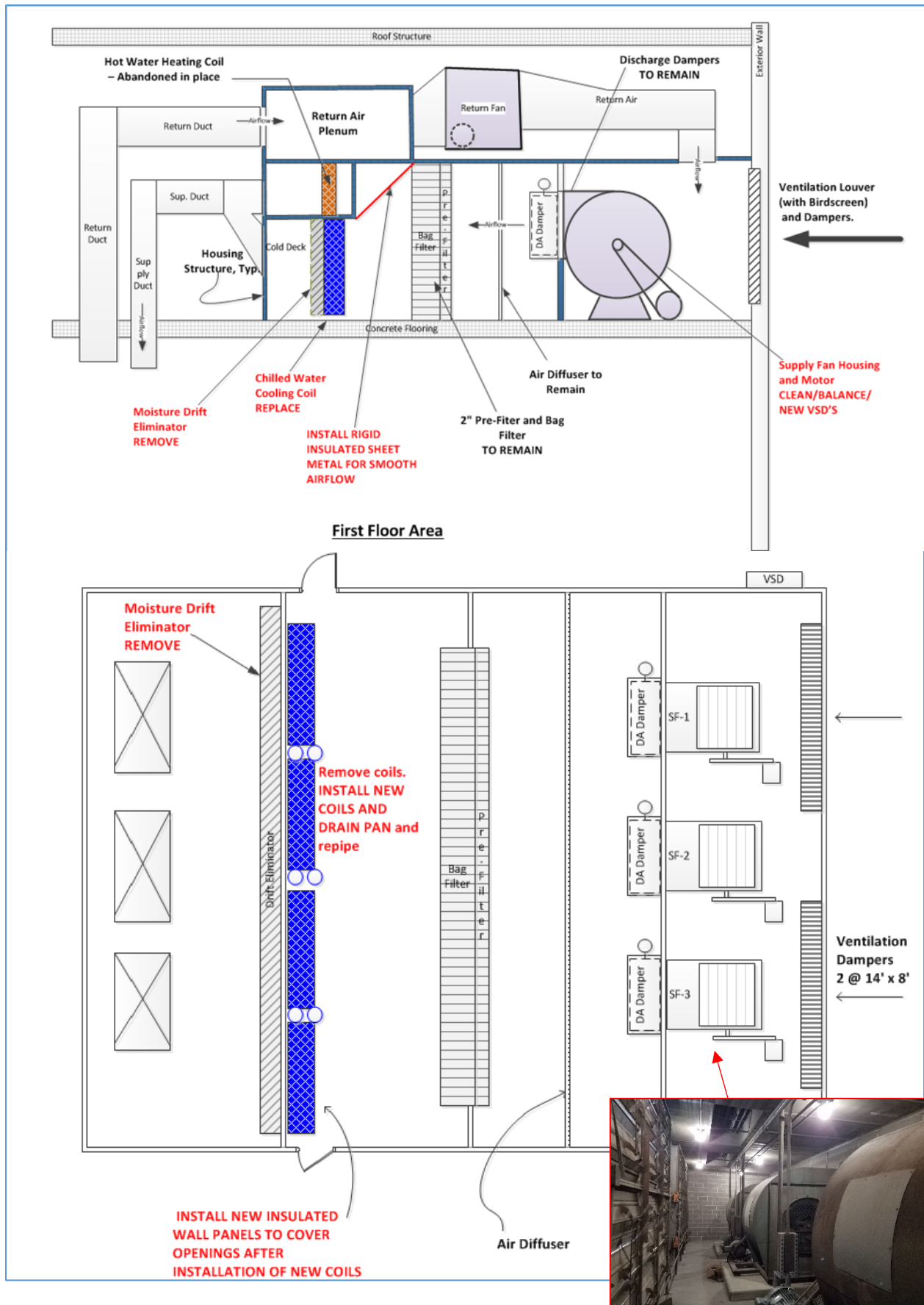
supply fans are centrifugal double inlet type while the return fans are single inlet type. One supply fan and one return fan are equipped with a Variable Speed Drive (VFD). All six fans operate simultaneously 24 hours per day year-round. In the current setup the VFDFs are unable to be controlled in varying speeds and provide no control.

The air handling unit was originally designed for a multizone operation. The multizone section consists of a hot deck and cold deck, airflow is then directed through one or both coils depending on the space requirements. The hot deck heating section has been blocked off and are no longer used. The cold deck consists of chilled water cooling coils and a condensate drain pan that are original to the building. The unit no longer operates as a multizone unit and is now operated as a single zone variable air volume unit with heating provided by duct mounted hot water reheat coils.

The chilled water cooling coils are in very poor condition with significant surface corrosion. Many of the coil fins are crumbling to the touch. The heat transfer efficiency for both coils is very poor which reduces its ability to remove moisture, increases fan energy due to high static pressure loss and requires higher chilled water flow rates to maintain space temperature. Many of the valves and some chilled water piping do not have insulation or a vapor barrier and are rusting due to the excessive moisture in the air, condensing on the equipment.

Recommendations:

- 1) Drain the water from the piping and remove the chilled water cooling coils from site.
- 2) Remove the condensate drain pan and install a new condensate stainless steel drain pan
- 3) Install a new cooling coil section with new shut off valves.
- 4) Install new chilled water piping with insulation and vapor barrier as required for the new coil arrangement.
- 5) Install insulated sheet metal panels in place of unused cooling coil Sections after installation of new coils. Install coil sections to allow proper installation of stainless steel drain pan and condensate drain piping to floor drain outside of unit.
- 6) Install new chilled water supply and return off valves, balance valves and air vents.
- 7) Install a new Variable Frequency Drives on supply fan motors and return fan motors.
- 8) Install new controls to integrate VFD for fans into the existing DDC controller including programming, hardware and software.
- 9) Remove Moisture Drift Eliminator panel.
- 10) Disconnect and remove steam humidification nozzles and related steam/condensate piping in SA plenum.
- 11) Provide cleaning and disinfection of the supply and return fan housings.
- 12) Fill system with water and glycol and remove air from pipe system and clean all strainers in system.
- 13) Provide air balancing for supply fans and three return fans.
- 14) Provide water balancing of chilled water coils.
- 15) Provide As-Built drawings for new work.





ECM-2 Replacement of Ventilation Dampers



The ventilation intake louvers are located in the exterior wall and are equipped with motorized ventilation dampers to modulate ventilation intake. The dampers are in need of replacement. The damper actuators are not operational and remain closed, due to their poor condition. Due to their condition, they currently are allowing approximately 10-20% ventilation air to be constantly drawn into the mixed air section during occupied and un-occupied hours of operation.

Remaining Life Expectancy: The dampers are past their useful life. Poor dampers may pose freeze issues during winter operation. New dampers will provide better ventilation control and provide economizer control (free-cooling operation) which would result in lower utility cost.

Recommendations:

- 1) Replace dampers, actuators and controls with new damper section sized for the new airflow requirements. Louver/Damper sections no longer required would be blanked off with insulation panels.
- 2) Disconnect and remove damper sections, louver and birdscreen to remain. Repair damaged areas in birdscreen.
- 3) Install new low-leak damper sections.
- 4) Install new insulated rigid panels in areas where dampers are no longer required and seal watertight.
- 5) Install new damper actuators.
- 6) Install new controls, programming, graphics, commissioning, hardware and software to control the dampers in Occupied, Un-Occupied and Economizer Mode.
- 7) Provide start, balancing and training



ECM-3 Replace Reheat Coils with Fan Powered Variable Air Volume (FPVAV) Boxes

Air supply from the air handling unit is distributed through secondary branch ductwork with either Fan Powered Variable Air Volume (FPVAV) boxes with reheat coils or duct mounted reheat coils. Approximately 50% of the spaces are served by FPVAV's. This combination of unitary devices make it difficult to control fan pressure. Replacing the duct mounted reheat coils with FPVAV boxes would allow for the proper control of supply air, improve comfort for all spaces, improve dehumidification and reduce fan energy by slowing down the fans during low load conditions. The unoccupied storage area could be controlled independently with reduced air flow and temperature setback control. There is inadequate heating in the second floor storage area and the adjacent stairway. Remaining Life Expectancy of the reheat coils is approximately 10 years.

Recommendations

- 1) Disconnect ductwork and piping duct mounted reheat coils and remove reheat coils from site.
- 2) Install new FPVAV boxes with reheat coil, FPVAV-Re Heat (RH) boxes.
- 3) Reconfigure Ductwork serving FPVAV boxes to improve air flow and zone control
- 4) Install new piping and extend to new FPVAV boxes including new valves and DDC controls
- 5) Install new ductwork and transitions for the New FPVAV boxes and connect to the new supply duct branches.
- 6) Install transition ductwork from existing ductwork to the round inlet and FPVAV-RH outlet to the existing ductwork.
- 7) Make new connection to existing hot water supply & return piping and extend to new reheat coil with new balance valve, control valve, shut off valves and vents.
- 8) Install a new balance damper on the supply and return air ductwork serving the large storage room and balance to design airflow shown on drawing.
- 9) Provide and Install unit heater in the large storage room on the upper level. Make new connections to the HWS&R piping and extend to the new unit with valves, control valves and balance valve. Extend electric feed from nearby panel to new unit.
- 10) Provide and install a new horizontal ceiling hung cabinet heater in the stairway on the upper level adjacent to the large storage room. Make new connections to the HWS&R piping and extend to the new unit with valves, control valves and balance valve. Extend electric feed from nearby panel to new unit.
- 11) Provide lifts for installation of FPVAV boxes and replace all damaged ceiling tile.
- 12) Fill system with water, remove air and provide balancing for each new FPVAV-RH box.
- 13) Provide for balancer to balance/validate operation and air flow for each FPVAV box selected sample of existing FPVAV-RH boxes per the original design airflows.
- 14) Install new DDC controllers on each FPVAV box including thermostat, programming and wiring.
- 15) Install a new duct mounted pressure sensor to maintain a constant duct static pressure and vary the fan VFDs.
- 16) Provide air & water balancing for each new FPVAV-RH box.
- 17) Provide As built drawings for project

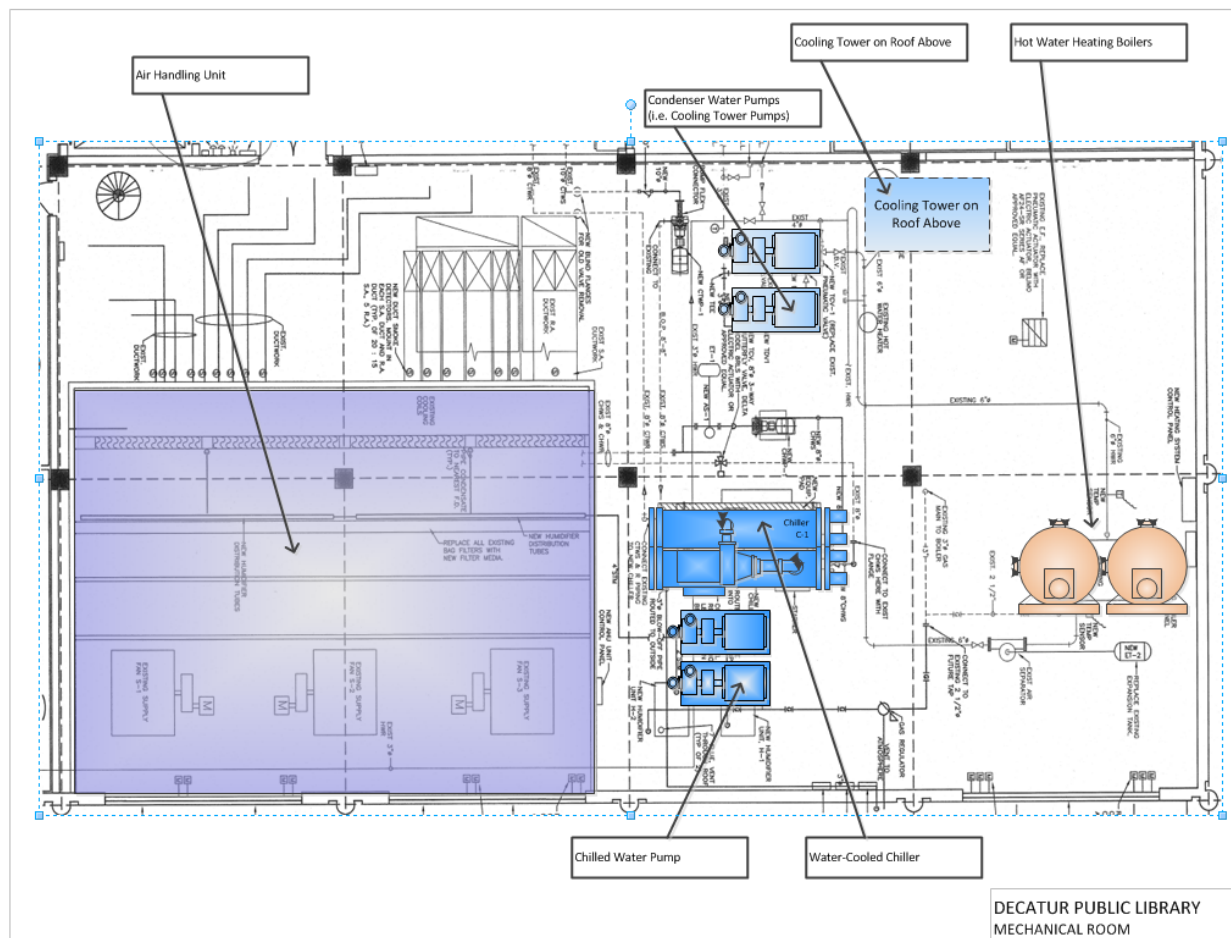


Introduction to the Heating and Cooling Plant

Heating is provided by two boilers that were recently replaced. It was observed that the current piping and pumps configuration were not installed per recommended practices and could shorten the life of the boilers. This configuration also contributes to poor hot water temperature control and shortened equipment life. The current setup also has limitations in resetting the hot water supply temperature that is necessary for the FPVAV reheat coils to provide optimum control.

Cooling is provided by a water-cooled chiller consisting of an updraft cooling tower, condenser water pumps and chilled water pumps. The cooling equipment is approximately 20 years old and is less efficient than today's technology. A cooling tower requires a significant amount of maintenance, the chiller will require a significant cost for a rebuild and the current chiller refrigerant is being phased out (only recycled R-22 will be available after 2020).

Remaining Life Expectancy: Chiller-5 to 10 Years, Pumps-15 Years, Cooling Tower-5 Years





Library project updates 3/11/2020

Improvements 1, 2 and 3 with Second & Third Shift Labor

Energy Conservation Measure (ECM) 2nd & 3rd SHIFT LABOR COSTS	ECM Cost	Year 1 Annual Savings			
		Utility Cost Savings	Rebates	Total Savings	IL Grant
ECM-1 Air Handling Unit Upgrades	\$ 310,874	\$ 16,192	\$ 30,000	\$ 46,192	
ECM-2 Replacement of Ventilation Dampers	\$ 63,214	\$ 2,369	\$ -	\$ 2,369	
ECM-3 Replace Reheat Coils with FPVAV Boxes	\$ 239,369	\$ 8,890	\$ 5,000	\$ 13,890	
ECM-4 Boiler Piping Improvements				\$ -	
ECM-5 Install Low Load Boiler				\$ -	
Contract Amount	\$ 613,457	\$ 27,451	\$ 35,000	\$ 62,451	\$300,000
Grants and Rebates	\$ (35,000)				
Construction Savings	\$ (4,763)				
Utility Cost Savings	\$ (27,451)				
Net Project Cost	\$ 546,243				

Additional Notes

Cost above includes all engineering, permits fees, delivery, Labor and material, project management start up, commissioning and training.

ECM 3, based on final engineering it was determined that there were more FPVAV boxes than originally determined. Originally the existing VSD controlled all fan motors, after further investigation the VSD served only one fan motor and the new scope includes 3 VSDs on the supply fans and 3 VSDs on the return fans.

Several FPVAV boxes were split into two ducted systems to reduce size of FPVAV to fit in the existing ceiling area. This added additional ductwork and piping cost.

It was discovered there was inadequate heating in the 2nd floor storage area and adjacent stairway that may cause freeze condition to nearby domestic piping and sprinkler piping. Additional hot water unit heaters had to be added to improve the current situation.

The existing piping on several reheat coils required an increase in size.



Cash Flow Option #1 Update 3/11/2020
Includes 2nd and 3rd shift Labor

ECM- 1 AHU-1 Upgrade

ECM- 2 Replacement of Ventilation Dampers

ECM- 3 Replace Reheat Coils with FPVAV Boxes

Loan Interest Rate is 3%

\$300,000 grant from State of Illinois included in cashflow

Project Term		Utility Savings	Rebate	Total Savings	Loan Payment	Performance Management	Balance
Construction Years	Year 0	\$ 4,763	\$ -	\$ 4,763	\$ -	\$ -	\$ 4,763
	Year 1	\$ 27,451	\$ 35,000	\$ 62,451	\$ 20,763	\$ -	\$ 41,688
Performance Years	Year 2	\$ 28,206	\$ -	\$ 28,206	\$ 20,763	\$ -	\$ 7,443
	Year 3	\$ 28,982	\$ -	\$ 28,982	\$ 20,763	\$ -	\$ 8,219
	Year 4	\$ 29,779	\$ -	\$ 29,779	\$ 20,763	\$ -	\$ 9,016
	Year 5	\$ 30,598	\$ -	\$ 30,598	\$ 20,763	\$ -	\$ 9,835
	Year 6	\$ 31,439	\$ -	\$ 31,439	\$ 20,763	\$ -	\$ 10,676
	Year 7	\$ 32,304	\$ -	\$ 32,304	\$ 20,763	\$ -	\$ 11,541
	Year 8	\$ 33,192	\$ -	\$ 33,192	\$ 20,763	\$ -	\$ 12,429
	Year 9	\$ 34,105	\$ -	\$ 34,105	\$ 20,763	\$ -	\$ 13,342
	Year 10	\$ 35,043	\$ -	\$ 35,043	\$ 20,763	\$ -	\$ 14,280
	Year 11	\$ 36,006	\$ -	\$ 36,006	\$ 20,763	\$ -	\$ 15,243
	Year 12	\$ 36,996	\$ -	\$ 36,996	\$ 20,763	\$ -	\$ 16,233
	Year 13	\$ 38,014	\$ -	\$ 38,014	\$ 20,763	\$ -	\$ 17,251
	Year 14	\$ 39,059	\$ -	\$ 39,059	\$ 20,763	\$ -	\$ 18,296
	Year 15	\$ 40,133	\$ -	\$ 40,133	\$ 20,763	\$ -	\$ 19,370
	Year 16	\$ 41,237	\$ -	\$ 41,237	\$ 20,763	\$ -	\$ 20,474
	Year 17	\$ 42,371	\$ -	\$ 42,371	\$ 20,763	\$ -	\$ 21,608
	Year 18	\$ 43,536	\$ -	\$ 43,536	\$ 20,763	\$ -	\$ 22,773
	Year 19	\$ 44,733	\$ -	\$ 44,733	\$ 20,763	\$ -	\$ 23,970
	Year 20	\$ 45,964	\$ -	\$ 45,964	\$ 20,763	\$ -	\$ 25,201
Total		\$ 723,910	\$ 35,000	\$ 758,910	\$ 415,260	\$ -	\$ 343,650

Public Works

DATE: 3/6/2020

MEMO: 2020-61

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Authorizing the Purchase of 1980 North Brush College Road for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33
Section 09-00933-01-BR

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor, City Manager, or an authorized designee, to sign the documents related to the purchase of 1980 North Brush College Road for \$2,000,000, which includes \$900,000 for the purchase of the property and \$1,100,000 for anticipated relocation costs. It is expected that the City will be reimbursed up to \$1,600,000 from the Illinois Competitive Freight Program.

BACKGROUND:

On August 19, 2019, the City Council approved an agreement with the State of Illinois to allocate \$2,000,000 for the purchase of right of way for the Brush College / Faries Parkway Grade Separation Project. The expenditure includes \$1,600,000 in Federal funds from the \$25 million grant awarded to the City through the Illinois Competitive Freight Program. The balance of the required funds, estimated to be \$400,000, would be paid from the City's allocation of State Motor Fuel Tax funds.

1980 North Brush College Road

The appraisal performed by the City's land acquisition engineer, Crawford, Murphy & Tilley, Inc. (CMT), initially set the fair market value for this property at \$763,600. As part of the negotiation process, SJ Smith performed a newer appraisal which estimated their value at \$950,000. CMT reviewed the appraisal from SJ Smith which used more recent property information and recommended that \$850,000 would be a reasonable fair market value, in

their estimation. After negotiation, an agreement was made with the owner to sell the property to the City for \$900,000. A memo from CMT is attached that details the negotiation process required by the State and Federal governments for right of way purchase on Federally funded projects. As part of the process, the City will be required to reimburse the costs for the relocation of the business. The final relocation costs will not be known until it is completed but are estimated to be \$1,100,000 at this time.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Crawford, Murphy & Tilly, Inc.

LEGAL REVIEW: The agreements are standard IDOT documents.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The resolution authorizes the expenditure of \$2,000,000 for the purchase of 1980 North Brush College Road with an expected reimbursement of up to \$1,600,000 from the Illinois Competitive Freight Program.

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

Schedule, Design and Construction: This purchase will be executed upon approval by the Council. Construction for the Brush College improvement is planned to begin in 2021.

ATTACHMENTS:

Description	Type
Resolution Authorizing Purchase 1980 Brush College Road	Resolution Letter
CMT Memo	Backup Material
Appendix A	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF 1980 NORTH BRUSH
COLLEGE ROAD FOR THE IMPROVEMENT OF BRUSH COLLEGE ROAD OVER
FARIES PARKWAY AND THE NORFOLK SOUTHERN RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

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

Parcel 1: The South 125 feet of the North 235.5 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, as per Plat recorded in Book 335 at Page 591 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT the East 1003.67 feet thereof. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). Situated in Macon County, Illinois.

Parcel 2: The West 123.66 feet of the North 110.5 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, as per Plat recorded in Book 334 on Page 591 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT that portion thereof conveyed to Macon County, acting by and through the Highway Department of Macon County, by Dedication of Right of Way for Public Road Purposes dated June 25, 1993 and recorded November 16, 1993 in Book 2515, Page 12 as Document No. 1376449. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). Situated in Macon County, Illinois.

Parcel 3: The West 1/2 of the West 446.77 feet of the East 1003.67 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, as per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, EXCEPT the North 110.5 feet thereof, AND EXCEPT the South 54 feet of the North 164.5 feet of the East 143.385 feet thereof. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). Situated in Macon County, Illinois.

Commonly known as, 1980 North Brush College Road for highway purposes, specifically the Warranty Deed, Receipt of Conveyance Documents and Disbursement Statement, and PTAX Illinois Real Estate Transfer Declaration.

Section 2. That there is hereby authorized the expenditure of \$2,000,000 of State Motor Fuel Tax funds for the purpose of purchasing said property for \$900,000 and reimbursing estimated relocation expenses for \$1,100,000 with an expected \$1,600,000 reimbursement from the Illinois Competitive Freight Program.

PRESENTED and ADOPTED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK



MEMORANDUM

TO: Matt Newell, City of Decatur
FROM: Ambra Knox, C.M.
CC: Pat Holtrop
DATE: February 26, 2020
SUBJECT: Parcel 37_Smith Family Partnership, LLC_1980 N Brush College Rd

As there are federal dollars in the Brush College Road improvement program, the Uniform Relocation Assistance and Real Property Act (Uniform Act) must be adhered to when acquiring the necessary property and relocating businesses, personal property and residences.

Per the Uniform Act, the Smith Family Partnership, LLC, property was appraised and the Fair Market Value (FMV) was determined to be \$763,600. This appraisal was then sent to an independent review appraiser who concurred with the value. Per regulations, the City then made an offer to Smith Family Partnership, LLC, for the appraised value of \$763,600. Through negotiations, a settlement of \$900,000 was reached. This represents an increase of approximately 18% over the offer value. When considering the expense of continued negotiations, potential re-appraising, court costs, and other associated expenses if this parcel were to go through eminent domain proceedings for acquisition, it seems prudent and fiscally responsible to settle at the negotiated amount.

Per the Uniform ACT, Smith Family Partnership, LLC, is also entitled to relocation benefits. These benefits provide reimbursement for moving expenses. There are rules, regulations and oversight for them to be able to claim these benefits. CMT is estimating an additional \$1,100,000 to move the personal property/contents and dispose of items in an environmentally safe and lawful manor, as needed.

Therefore, the total cost of acquiring this Parcel is estimated to be:

Real Estate (negotiated price)–	\$900,000
Relocation (estimated cost) -	<u>\$1,100,000</u>
TOTAL	\$2,000,000

APPENDIX A

PRIOR COUNCIL ACTION:

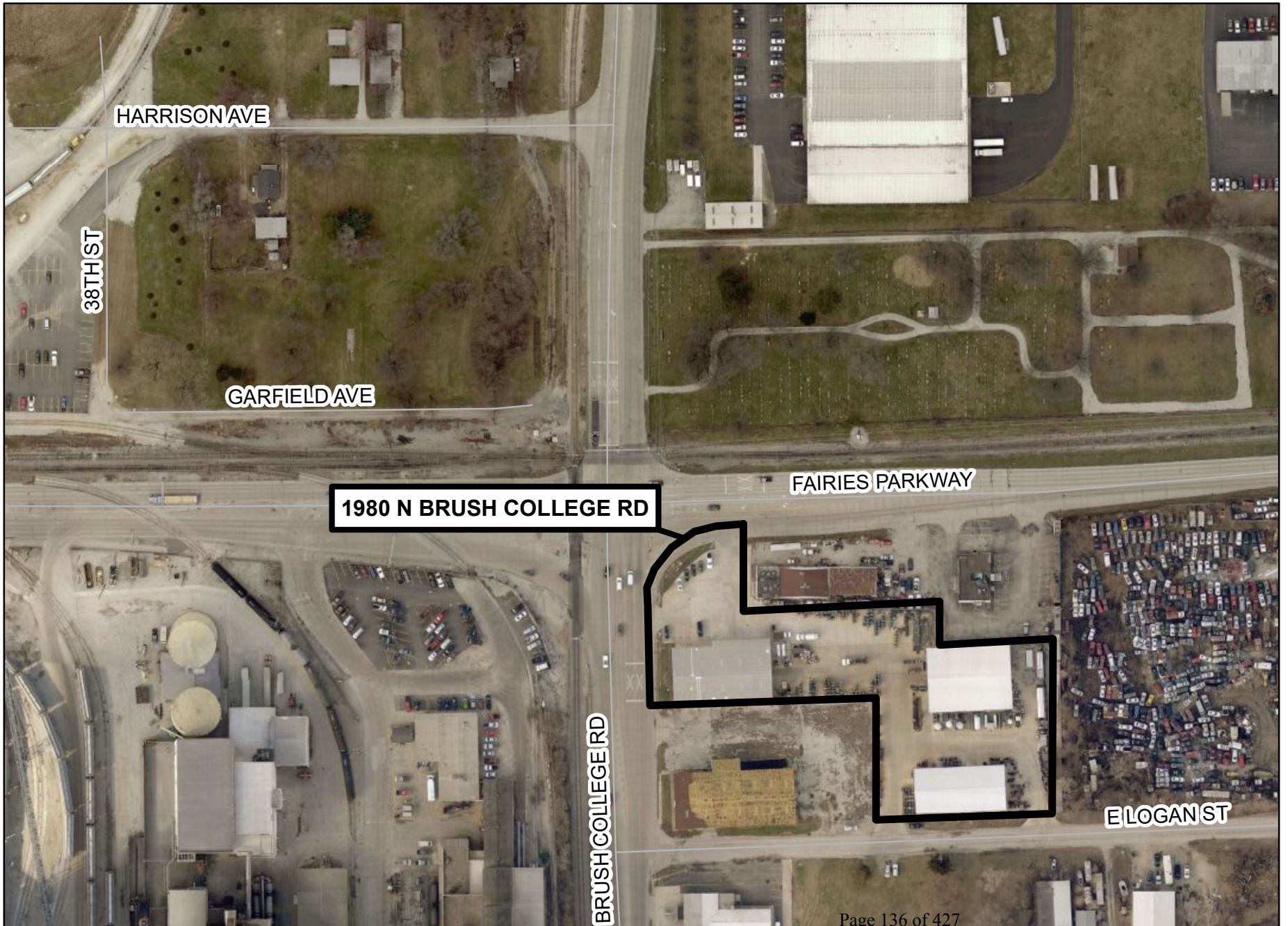
1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

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

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 30, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.

**PROPERTY PURCHASE
1980 N BRUSH COLLEGE RD**



Engineering

DATE: 2/28/2020

MEMO: 2020-41

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

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

SUMMARY RECOMMENDATION: Please see attached Memorandum 2020-41 and related attachments regarding City Project 2009-33.

ATTACHMENTS:

Description	Type
Council Memo 2020-41	Cover Memo
Resolution Authorizing Amendment #1	Resolution Letter
Appendix A	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2020-41**

DATE: February 28, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

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

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to Amendment #1 to the Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes \$950,000 in Grade Crossing Protection Funds to provide the City's match for \$2.4 million in Federal funds allocated for design services and provided from the \$25 million Illinois Competitive Freight Program grant awarded to the City.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

BACKGROUND:

On June 5, 2018, the City received the announcement of the award of a \$25 million grant through the Illinois Competitive Freight Program for the Brush College / Faries Parkway Grade Separation Project. On October 1, 2018, the City Council authorized a Local Public Agency Agreement for Federal Participation for design services for the improvement. At the same meeting the City Council approved a \$3,349,667 agreement with AECOM Technical Services to perform the design of the proposed grade separation structure and roadway improvements. Design work for the project has passed 30% completion and is expected to reach 60% completion by June of this year.

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

The City has two separate agreements with the Illinois Department of Transportation for the Brush College Project, one for engineering services and one for right of way and utility relocation costs. Amendment #1 to the October 1, 2018, City-State Agreement authorizes the use of Grade Crossing Protection Funds to pay the City's portion of the design services costs. This will free up \$600,000

in State Motor Fuel Tax Funds that were allocated at the time of the initial Agreement. At the time, the State advised that the full \$950,000 not be allocated in State MFT funds until the Grade Crossing Protection Funds were approved. The \$600,000 in freed up State MFT funding will be available for right of way purchases or construction costs.

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

Project Funding Summary

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

Table 1. Preliminary Project Estimates					
Project Phase	Total Estimated Cost	Proposed Freight Funds	Illinois Jobs Now! Funds	Proposed ICC Funds	Proposed City Funds (State MFT)
Right of Way Acquisition	\$5,800,000	\$3,040,000	\$2,000,000		\$760,000
Engineering**	\$3,350,000	\$2,400,000		*\$950,000	
Utility Relocation**	\$4,818,000	\$2,760,000		\$2,000,000	\$58,000
Construction Engineering	\$950,000			\$50,000	\$900,000
Construction	\$27,100,000	\$16,800,000		\$9,000,000	\$1,300,000
Totals	\$42,018,000	\$25,000,000	\$2,000,000	\$12,000,000	\$3,018,000

* Funding to be approved with the current resolution and agreement

** Agreements are in place for these costs.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation, Illinois Commerce Commission

LEGAL REVIEW: The agreement is a standard IDOT form.

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

SCHEDULE: DESIGN AND CONSTRUCTION:

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

BUDGET IMPLICATIONS:

Budget Impact: Amendment #1 to the Local Public Agency Agreement authorizes the use of \$950,000 in Grade Crossing Protection Funds to reimburse the City for its costs. The City typically pays all engineering, utility, relocation and right of way costs and is then reimbursed by approved State and Federal funding.

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

Attach: 3

CITY OF DECATUR
Section No.: 09-00933-01-BR
Job No.: D-97-009-19
Amendment #1

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT #1 TO THE LOCAL PUBLIC AGENCY
AGREEMENT FOR FEDERAL PARTICIPATION FOR DESIGN SERVICES FOR THE
IMPROVEMENT OF BRUSH COLLEGE ROAD OVER FARIES PARKWAY AND THE
NORFOLK SOUTHERN RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

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

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

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

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes Amendment #1 to the Local Public Agency Agreement for Federal Participation for nine hundred and fifty thousand dollars (\$950,000) in Grade Crossing Protection Funds for design services for the aforementioned project known as Section Number 09-00933-01-BR.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned Amendment #1 to the Local Public Agency Agreement for Federal Participation and any other such documents related to advancement and completion of said project, hereto attached as Exhibit A.

PRESENTED and ADOPTED this 16th day of March 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Decatur		Macon	09-00933-01-BR
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name
NHFP/GCPF			DUATS
		MPO TIP Number	
		DEC19-09	

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

Construction

Engineering

Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-97-009-19	6WGY(165)		

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

LOCATION

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

Location Termini

Over Faries Parkway and Norfolk Southern Railroad

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Decatur	N/A	Remove

LOCAL PUBLIC AGENCY APPROPRIATION

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

ADDENDA

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

☒	1.	Location Map
☒	2.	Division of Cost
☐		
Add Row		

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

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Julie Moore Wolfe

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's Tin number is

376001308 conducting business as a Governmental Entity.

Duns Number 075613000

APPROVED

State of Illinois

Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

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

ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
City of Decatur		Macon		09-009333-01-BR	
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-97-009-19	6WGY(165)		

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency		
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
Preliminary Engineering	NHFP	\$2,400,000.00	*	GCPF	\$950,000.00	**			
Total		\$2,400,000.00		Total	\$950,000.00		Total		
									\$3,350,000.00

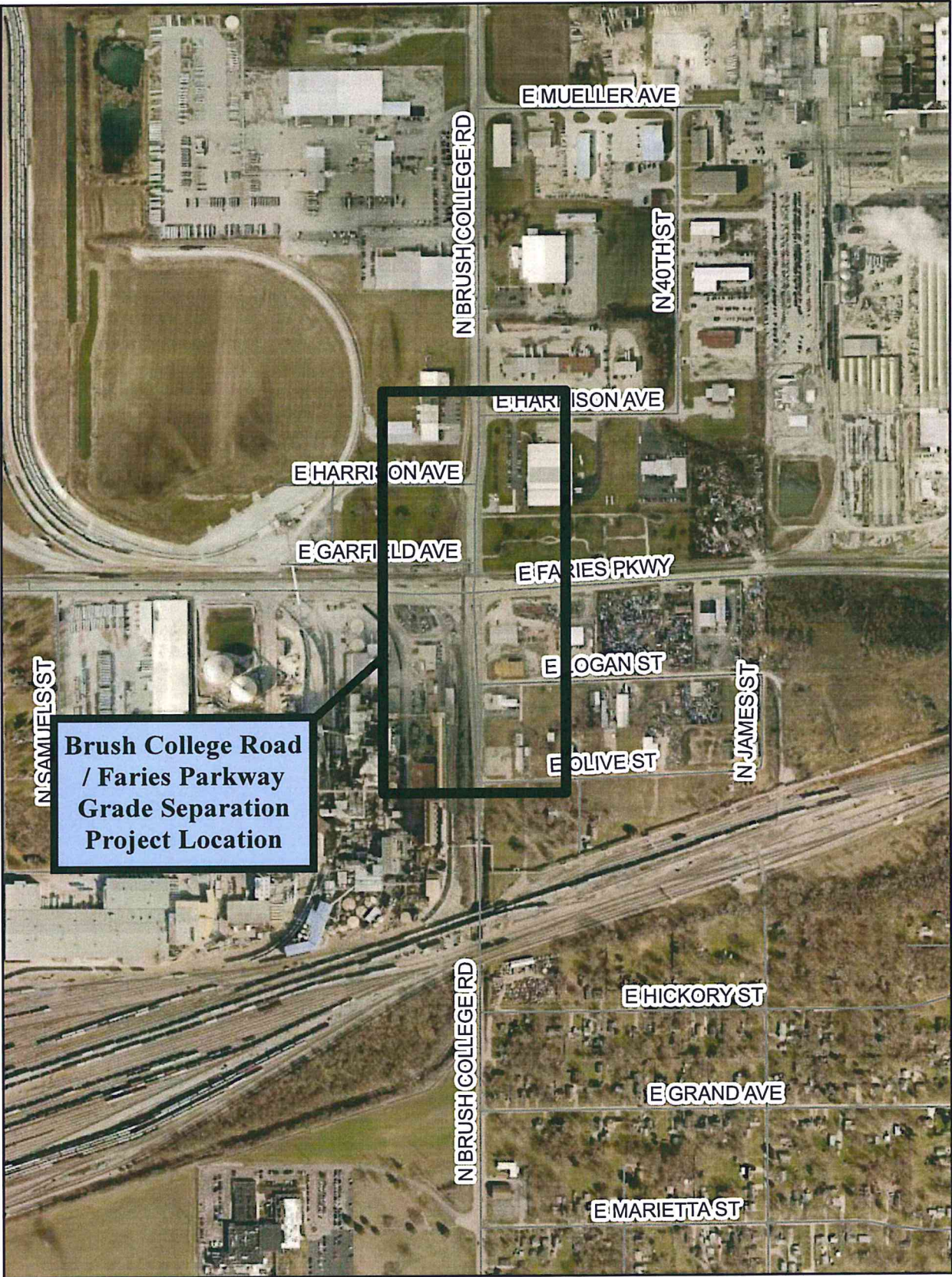
Add

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

* 80% NHFP funding NTE \$2,400,000
 ** GCPF NTE \$950,000

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

ADDENDA NUMBER 1



BRUSH COLLEGE ROAD
IMPROVEMENT PROJECT

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

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

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 30, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.

Public Works

DATE: 3/3/2020

MEMO: 2020-52

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director
John W. Williams, Mass Transit Administrator

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for Decatur Public Transit System Concrete Bus Shelter Pad Improvement Project, City Project 2019-17

SUMMARY RECOMMENDATION: Please see attached Council Memorandum 2020-52 and related documents in regard to 2019-17, DPTS Bus Shelter Pad Improvement Project.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution Accepting Bid Executing Contract	Resolution Letter
Council Bid Tab	Backup Material
Location Map 1	Backup Material
Location Map 2	Backup Material
Location Map 3	Backup Material

Public Works Memorandum
NO. 2020-52

DATE: March 3, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director
John W. Williams, Mass Transit Administrator

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for Decatur Public Transit System Concrete Bus Shelter Pad Improvement Project, City Project 2019-17

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution awarding the contract for the Decatur Public Transit System (DPTS) Concrete Bus Shelter Pad Improvement Project, City Project 2019-17, to Kinney Contractors, Inc., as the lowest, responsible bidder in the amount of \$96,666.10 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

PRIOR COUNCIL ACTION:

No previous Council actions have been taken on this project.

BACKGROUND:

Project Description

The DPTS Concrete Bus Shelter Pad Improvement Project is funded by a Federal Transit Administration Grant provided to the City of Decatur Public Transit System for the improvement of the bus shelters that are heavily utilized, as determined by the number of passengers boarding and alighting. The purpose of the project is to replace the existing undersized concrete bus pads with larger pads to accommodate the new shelters and to provide improved Americans with Disabilities Act (ADA) compliance at the bus stops. The work includes removing the existing concrete pads along with sections of nearby sidewalks and installing new concrete pads and connecting sidewalks meeting ADA standards. Following the construction, Decatur Public Transit staff will install the new bus shelters.

Project Locations

The proposed bus shelter pad reconstruction work will be conducted at the following locations (See attached location maps):

1. N Water St and Larry Dr

2. E Pershing Rd and N Charles St
3. Pershing Ct and Pershing Rd
4. 3000 N Water St (Planet Fitness)
5. 510 E Pershing Rd (Aldi)
6. Woodford and Runnin Red Blvd
7. Alternate A – **Not Recommended for Award** – Monroe and McKinley
8. 1155 N Jasper (UHAUL East side)
9. 1155 N Jasper (UHAUL West side)
10. 4725 N MLK Jr Drive
11. Alternate B – **Recommended for Award** - 2905 N Main St (Across from Casa Fuentes)
12. 22nd St and E Hickory St
13. 4625 E Maryland St

Letting Results

The project plans and specifications were prepared by the Engineering Division with input from the Decatur Public Transit staff. The project was advertised on February 5, 2020 and bids were opened on February 28, 2020.

The project was separated into a base bid and two alternate locations to allow for more flexibility to adjust the project if the bid prices were over/under the Engineer's estimate in order to match transit's federal funding. Alternate B (#11 above) is recommended to be included to upgrade the location with a new shelter and to meet ADA standards. Alternate A is not recommended due to budget restraints. The Alternate A site already meets ADA standards. The work at this location was to provide the bus drivers additional traffic safety by moving the stop away from the intersection.

The results of the letting are as follows (bid tabulation attached):

	Kinney Contractors	Otto Baum Co., Inc.	Engineer's Estimate
Base Bid Price	\$88,303.10	\$140,620.96	\$86,640.35
Alternate A Bid Price	\$19,139.80	\$18,096.88	\$14,385.90
Alternate B Bid Price	\$8,363.00	\$10,072.26	\$7,007.00
Base Bid + Alternate B Bid	\$96,666.10	\$150,693.22	\$93,647.35
Compared to Engineer's Estimate Over/-Under	3.2%	60.9%	----

Three contractors took out bid packages for the DPTS Concrete Bus Shelter Improvement Project, and two submitted bids. Kinney Contractors provided the lowest responsible bid at 3.2% above the engineer's estimate. Kinney Contractors has successfully completed many projects of this type for the City.

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

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

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

Subcontracting is not a requirement for City Projects. Kinney Contractors will self-perform all the concrete bus shelter pad improvement work.

SCHEDULE:

Following approval of the contract by the City Council, work on this project shall begin after a “Notice to Proceed” has been issued from the City. The DPTS Concrete Bus Shelter Pad Improvement Project is scheduled to be complete in November 2020.

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department on January 29, 2020. Pre-bid and pre-award concurrence were approved by the State of Illinois.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is provided through a Federal Transit Administration grant given to the City of Decatur Public Transit System. The total contract amount is \$96,666.10.

Staff Impact: Staff time has been allocated for this project.

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

INPUT FROM OTHER SOURCES: Decatur Public Transit System

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

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

Attach: 4

cc: Kinney Contractors, Inc.
Otto Baum Co., Inc.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH KINNEY CONTRACTORS, INC. FOR DECATUR
PUBLIC TRANSIT SYSTEM CONCRETE BUS SHELTER PAD IMPROVEMENT
PROJECT,
CITY PROJECT 2019-17**

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

Section 1. That the tabulation of bids received for City Project 2019-17, DPTS Concrete Bus Shelter Pad Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Kinney Contractors, Inc. in the amount of \$96,666.10 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Kinney Contractors attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$96,666.10.

PRESENTED and ADOPTED this 16th day of March 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Angela Harper, Deputy City Clerk

EXHIBIT A

PROJECT MANUAL

2019 DPTS CONCRETE BUS SHELTER PAD IMPROVEMENT PROJECT

CITY PROJECT 2019-17

February 2020

a project of the



**CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT
and the
DECATUR PUBLIC TRANSIT SYSTEM
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR

2019 DPTS CONCRETE BUS SHELTER PAD
IMPROVEMENT PROJECT

Julie Moore Wolfe, Mayor

Rodney Walker
Bill Faber
David Horn

Pat McDaniel
Lisa Gregory
Chuck Kuhle

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

CITY OF DECATUR
2019 DPTS CONCRETE BUS SHELTER PAD
IMPROVEMENT PROJECT

CITY PROJECT 2019-17

INDEX

	<u>No. of Pages</u>
Advertisement for Bids	3 to 4
Information for Bidders	5 to 8
Minority Participation Goals for Public Works Contracts.....	9 to 12
Bid Proposal.....	13 to 25
Non-Collusion Affidavit	26
Certification Regarding Debarment and Suspension	27
Lobbying Certification.....	28
Contract.....	29 to 30
Contract Bond	31 to 32
General Conditions	33 to 44
Special Conditions	45 to 81
Special Provisions and Standard Specifications	82 to 86
Supplemental Specifications	87 to 88
Standard Drawings.....	

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 A.M., February 28, 2020**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2019 DPTS CONCRETE BUS SHELTER PAD IMPROVEMENT PROJECT CITY PROJECT 2019-17

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

The placement of over 4,000 square feet of sidewalks and concrete bus shelter pads. The work will include sidewalk removal, curb & gutter removal and replacement, restoration, traffic control, and other related work items.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON **February 13, 2020**, AT 1:30 P.M. IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

**www.decaturbblue.com
Plans & Portals
Public Projects
DFS Public Plan Room**

**City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523**

ADVERTISEMENT FOR BIDS

5. The City of Decatur hereinafter referred to as “City” or “Owner”, will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City’s web site at www.decaturlil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print’s web site at [www.decaturlil.gov/Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs](http://www.decaturlil.gov/Plans%20&%20Portals/Public%20Projects/DFS%20Public%20Plan%20Room/City%20of%20Decatur%20Bid%20Tabs), after the award of a contract has been approved by the City of Decatur’s City Council.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER’S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by Davis-Bacon.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

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

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

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

REJECTION OF BIDS:

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

February 5, 2020

Date Advertised

Matthew C. Newell, PE

Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2019 DPTS CONCRETE BUS SHELTER PAD
IMPROVEMENT PROJECT**

City Project No.: **2019-17**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, located on the third floor of the Civic Center, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**
5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than five (5) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com.

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

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

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

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

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Subcontractor Utilization Statement**, the **Minority Business Enterprise Participation Waiver Request** or **MBE Subcontractor Information Form** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Subcontractor Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise Participation Waiver Request.**
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.
- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

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

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
- (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - (ii) Outreach and recruitment efforts of MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - (v) Negotiating in good faith with MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, shall:
- (i) Administer and enforce the provisions of this Article;
 - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;

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

- (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;
- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - (i) The project is essential for city operations;
 - (ii) Emergency circumstances require a waiver;
 - (iii) Evidence of a good faith effort by the contractor;
 - (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

BID PROPOSAL

RETURN WITH BID

For Construction of: **2019 DPTS CONCRETE BUS SHELTER PAD
IMPROVEMENT PROJECT**

City Project No.: **2019-17**

Owner: City of Decatur, Illinois

Prospective Bidder: **10 AM Feb 28, 2020**

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

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

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

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

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

BID PROPOSAL
RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
Addendum #1	2/20/2020	

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

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

	SUBCONTRACTOR	TYPE OF WORK
1.	None	
2.		
3.		
4.		

RETURN WITH BID

DATE Feb 28, 2020

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

Kinney Contractors

(SEAL)

By:

William L. Kinney
President

Business Address &
E-mail Addresses

19342 East Frontage Rd

Raymond, IL 62560

Names of Officers

William L. Kinney
President

Robert J. Kinney
Secretary

William L. Kinney
Treasurer

Attest:

Robert J. Kinney
Secretary

BID PROPOSAL
RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2019 DPTS CONCRETE BUS SHELTER PAD
IMPROVEMENT PROJECT
CITY PROJECT 2019-17

Base Bid Locations: 1, 2, 3, 4, 5, 6, 8, 9, 11, 12					
<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
35200600	Earth Excavation	CU YD	52.7	<u>70.00</u>	<u>3689.00</u>
42400200	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	2721.5	<u>17.00</u>	<u>46,265.50</u>
42400300	Portland Cement Concrete Sidewalk, 6 Inch	SQ FT	726.0	<u>17.00</u>	<u>12,342.00</u>
42400800	Detectable Warnings	SQ FT	36.0	<u>40.00</u>	<u>1440.00</u>
44000600	Sidewalk Removal	SQ FT	822.2	<u>8.00</u>	<u>6577.60</u>
44001700	Combination Concrete Curb and Gutter Removal and Replacement	FOOT	89.0	<u>56.00</u>	<u>4984.00</u>
44213200	Saw Cuts	FOOT	122.0	<u>12.00</u>	<u>1464.00</u>
X0301339	Remove Existing Parking Block	EACH	1.0	<u>120.00</u>	<u>120.00</u>
X5220090	Concrete Structures (Retaining Wall)	FOOT	26.0	<u>80.00</u>	<u>2080.00</u>
78001110	Paint Pavement Marking 4 Inch	FOOT	170.0	<u>3.00</u>	<u>510.00</u>
78001100	Paint Pavement Marking Letters & Symbols	SQ FT	58.0	<u>7.00</u>	<u>406.00</u>
44000300	Curb Removal	FOOT	17.0	<u>25.00</u>	<u>425.00</u>
70102625	Traffic Control	LSUM	1.0	<u>3000.00</u>	<u>3000.00</u>
Z0009000	Alterations, Cancellations, Extensions, Deductions and Extra Work	LSUM	1.0	<u>\$5,000.00</u>	<u>\$5,000.00</u>

Total Base Bid: \$ 88,303.10

BID PROPOSAL
RETURN WITH BID

Alternate A: Location 7 (Monroe & McKinley)					
WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
35200600	Earth Excavation	CU YD	13.0	<u>70.00</u>	<u>910.00</u>
42400200	Portland Cement Concrete Sidewalk 5 Inch	SQ FT	577.4	<u>17.00</u>	<u>9815.80</u>
44000600	Sidewalk Removal	SQ FT	96.0	<u>8.00</u>	<u>768.00</u>
70102620	Traffic Control	LSUM	1.0	<u>3500.00</u>	<u>3500.00</u>
42400300	Portland Cement Concrete Sidewalk 6 inch	SQ FT	66.0	<u>17.00</u>	<u>1122.00</u>
X5220090	Concrete Structures (Retaining Wall)	Foot	33.0	<u>80.00</u>	<u>2640.00</u>
44213200	Saw Cuts	Foot	32.0	<u>12.00</u>	<u>384.00</u>
Total Alternate A Bid:					\$ 19,139.80

Alternate B: Location 10 (2905 N Main St Across from Casa Fuentes)					
WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
35200600	Earth Excavation	CU YD	4.5	<u>70.00</u>	<u>315.00</u>
42400200	Portland Cement Concrete Sidewalk 5 Inch	SQ FT	246.0	<u>17.00</u>	<u>4182.00</u>
42400300	Portland Cement Concrete Sidewalk 6 Inch	SQ FT	66.0	<u>17.00</u>	<u>1122.00</u>
70102625	Traffic Control	LSUM	1.0	<u>1600.00</u>	<u>1600.00</u>
44000600	Sidewalk Removal	SQ FT	143.0	<u>8.00</u>	<u>1144.00</u>
Total Alternate B Bid:					\$ 8363.00
Total Base Bid + Alternate A Bid + Alternate B Bid:					\$ 115,805.90



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	Feb 28, 2020	Project Title:	2019 DPTS Bus Shelter Project
Total Contract Value:	\$115,805.90	Project Number:	2019-17

Section I: Prime Contractor Information

Prime Contractor: Kinney Contractors Inc.
 Address: 19342 East Frontage Rd
Raymond, IL 62560
 Phone: (217) 229-3322
 Contact Person: William L. Kinney
 Email: Kinney@roadbuilder.net

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
None				
Totals				

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
None		

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
None		
If more firms submitted quotes, please copy this form and attach the additional information.		

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
None		
If more firms were contacted, please copy this form and attach the additional information.		

Section V:

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

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

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


Signature of Prime Contractor

Feb 28, 2020
Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise Participation Waiver Request

Date:	Feb 28, 2020	Project Title:	2019 Bus Shelter Project
		Project Number:	2019-17

Prime Contractor: Kinney Contractors Inc.
 Address: 19342 East Frontage Rd
Raymond, IL 62560
 Phone: (217) 229-3322
 Contact Person: William L. Kinney
 Email: Kinney@roadbuilder.net

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

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

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

William L. Kinney Feb 28, 2020
 Signature of Prime Contractor Date

FOR OFFICIAL USE ONLY

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

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

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

REVIEWED BY:

[Signature] 3-2-20
 Public Works Director Date

19342 E. Frontage Road
Raymond, IL 62560
Tel: 217-229-3322
Fax: 217-229-3609



4765 Industrial Dr.
Springfield, IL 62703
Tel: 217-679-0818
Fax: 217-679-2679

February 28, 2020

RE: 2019 DPTS Concrete Bus Shelter Pad Improvement Project
2019-17

Kinney Contractors, Inc. will not be awarding any DBE/MBE subcontracts in the above mentioned project. There were no opportunities to be awarded.

Sincerely,

KINNEY CONTRATORS, INC.

A handwritten signature in black ink, appearing to read "Robert Kinney".

Robert J. Kinney
Vice-President

Final Subcontractor Participation Documentation

Date:	Feb 28, 2020	Project Title:	2019 Concrete Bus Shelter
Total Contract Value:	\$115,805.90	Project Number:	2019-17

Section I: Prime Contractor Information

Prime Contractor: Kinney Contractors
 Address: 19342 East Frontage Rd
Raymond, IL 62560
 Phone: (217) 229-3322
 Contact Person: William L. Kinney
 Email: Kinney@roadbuilder.net

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
None				
Non-MBE Subcontractor Total				

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

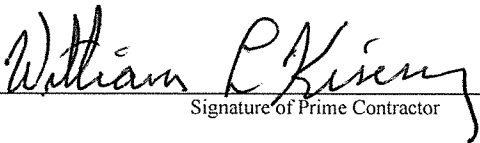
Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
None				
MBE Subcontractor Totals				

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

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

☐	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☒	Other – (State reason and attach explanation) No Subcontracting Opportunities Exist

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



Signature of Prime Contractor

Feb 28, 2020

Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois

COUNTY OF Montgomery

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

Signed: William L. Kinney
President
Title

Subscribed and sworn to before me this 28 day of Feb, 2020.

(SEAL)

OFFICIAL SEAL
KATHERINE A KINNEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/10/2023

Katherine A. Kinney
Notary Public

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

RETURN WITH BID

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

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

By signing and submitting its bid, the Bidder certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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

THE BIDDER, Kinney Contractors, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: William L. Kinney

Signature: William L. Kinney

Date: Feb 28, 2020 DUNS Number: # 10-219-4248

Subscribed and sworn to before me this 28 day of Feb, 2020

Notary Public in and for the State of Illinois
residing in Montgomery Co

OFFICIAL SEAL
KATHERINE A KINNEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/10/2023

LOBBYING CERTIFICATION

RETURN WITH BID

Attachment

Lobbying Certification

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

William L. Kinney Signature of Contractor's Authorized Official

William L. Kinney Name and Title of Contractor's Authorized Official

Feb 28, 2020 Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kinney Contractors, Inc.
19342 East Frontage Road
Raymond, IL 62560

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

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

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

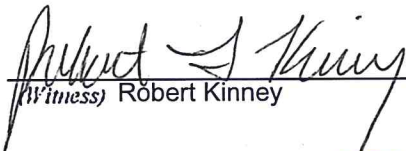
2019 DPTS Concrete Bus Shelter Pad Improvements Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of February, 2020


(Witness) Robert Kinney

Kinney Contractors, Inc.

(Principal)

(Seal)

By: 

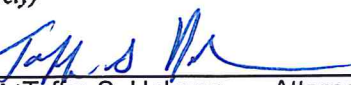
(Title) William Kinney

President

Western Surety Company

(Surety)

(Seal)

By: 

(Title) Taffra S. Holman

Attorney-in-Fact

Illinois Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of February, 2020.



WESTERN SURETY COMPANY

L. Nelson

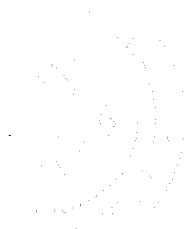
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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





Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 2/27/2020
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	72L30	74932	76L80	72L25		
Contract With	IDOT	IDOT	IDOT	IDOT	Spfld Airport	
Estimated Completion Date	6/1/20	9/1/20	9/1/20	7/1/20	10/1/20	
Total Contract Price	167,694.00	465,234.00	566,144.00	278,033.00	1,420,200.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	167,694.00	465,234.00	566,144.00	278,033.00	1,420,200.00	2,897,305.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		2,897,305.00

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

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

						Accumulated Totals
Earthwork					175,000.00	175,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			72,000.00			72,000.00
Clean & Seal Cracks/Joints	167,694.00			278,033.00		445,727.00
Aggregate Bases & Surfaces					75,000.00	75,000.00
Highway, R.R. and Waterway Structures			40,000.00			40,000.00
Drainage			7,000.00		300,000.00	307,000.00
Electrical					20,000.00	20,000.00
Cover and Seal Coats						0.00
Concrete Construction		465,234.00	437,144.00		120,200.00	1,022,578.00
Landscaping					50,000.00	50,000.00
Fencing					580,000.00	580,000.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (water line)						0.00
Block pavers					100,000.00	100,000.00
						0.00
Totals	167,694.00	465,234.00	556,144.00	278,033.00	1,420,200.00	2,887,305.00

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



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	1	2	3	4	Awards Pending	
Contract Number	68C63	72L34	93729		74935	
Contract With	IDOT	IDOT	IDOT	MCHA	IDOT	
Estimated Completion Date	10/1/19	5/1/20	10/31/20	2/1/20	8/1/20	
Total Contract Price	734,500.00	162,895.00	1,735,500.00	270,250.00	556,668.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	219,200.00	155,770.00	1,475,433.00	15,000.00	556,668.00	5,319,376.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
						5,319,376.00

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

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						Accumulated Totals
Earthwork	80,000.00		80,000.00			335,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						72,000.00
Clean & Seal Cracks/Joints						445,727.00
Aggregate Bases & Surfaces			19,500.00			94,500.00
Highway, R.R. and Waterway Structures						40,000.00
Drainage			51,433.00			358,433.00
Electrical						20,000.00
Cover and Seal Coats						0.00
Concrete Construction		155,770.00	839,500.00		556,668.00	2,574,516.00
Landscaping						50,000.00
Fencing						580,000.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction -waterline						0.00
Door replacement				15,000.00		115,000.00
						0.00
Totals	80,000.00	155,770.00	990,433.00	15,000.00	556,668.00	4,685,176.00

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	1	2	3	4	Awards Pending	
Contract Number	76L57	19-028	68D10	72L50	95864	
Contract With	IDOT	EFFINGHAM	IDOT	IDOT	IDOT	
Estimated Completion Date	8/30/19	6/1/20	11/1/19	7/1/20	11/1/20	
Total Contract Price	529,985.00	375,233.00	979,988.00	284,610.00	1,269,880.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	100.00	7,320.00	100.00	284,610.00	1,269,880.00	6,881,386.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						6,881,386.00

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						Accumulated Totals
Earthwork		1,000.00	100.00		40,000.00	376,100.00
Portland Cement Concrete Paving					30,000.00	30,000.00
HMA Plant Mix						0.00
HMA Paving	100.00			25,000.00		97,100.00
Clean & Seal Cracks/Joints						445,727.00
Aggregate Bases & Surfaces					30,000.00	124,500.00
Highway, R.R. and Waterway Structures						40,000.00
Drainage					140,000.00	498,433.00
Electrical					380,000.00	400,000.00
Cover and Seal Coats						0.00
Concrete Construction		5,320.00		259,610.00	564,880.00	3,404,326.00
Landscaping		1,000.00			9,000.00	60,000.00
Fencing					21,000.00	601,000.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)					30,000.00	30,000.00
Other Construction (NonSpl Waste)					25,000.00	25,000.00
Block pavers						115,000.00
Poly Urethane						0.00
Totals	100.00	7,320.00	100.00	284,610.00	1,269,880.00	6,247,186.00

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Illinois Department of Transportation

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	1	2	3	4	Awards Pending	
Contract Number	76M66	19-007	72L39	70E73	72G57	
Contract With	IDOT	Halverson	Broughton	IDOT	Cullinan	
Estimated Completion Date	12/1/19	3/1/20	6/1/20	2/14/20	8/1/20	
Total Contract Price	380,724.44	144,968.00	54,000.00	522,980.00	372,224.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	255,400.00			200,000.00		7,336,786.00
Uncompleted Dollar Value if Firm is the Subcontractor		50,000.00	54,000.00		372,224.00	476,224.00
						7,813,010.00

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

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						Accumulated Totals
Earthwork						376,100.00
Portland Cement Concrete Paving						30,000.00
HMA Plant Mix						0.00
HMA Paving			54,000.00			151,100.00
Clean & Seal Cracks/Joints	255,400.00					701,127.00
Aggregate Bases & Surfaces						124,500.00
Highway, R.R. and Waterway Structures						40,000.00
Drainage						498,433.00
Electrical						400,000.00
Cover and Seal Coats						0.00
Concrete Construction		50,000.00		200,000.00	372,224.00	4,026,550.00
Landscaping						60,000.00
Fencing						601,000.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						30,000.00
Other Construction (Storm sewer)						25,000.00
Door replacement						115,000.00
						0.00
Totals	255,400.00	50,000.00	54,000.00	200,000.00	372,224.00	7,178,810.00

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

	1	2	3	4	Awards Pending	
Contract Number	19-017	93682	72L21	76E13		
Contract With	Effingham	IDOT	IDOT	Keeley		
Estimated Completion Date	5/1/20	12/1/19	11/1/19	12/1/20		
Total Contract Price	840,640.00	821,741.30	184,672.00	1,298,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	300,000.00	150,000.00	100.00	898,000.00		8,684,886.00
Uncompleted Dollar Value if Firm is the Subcontractor						476,224.00
						9,161,110.00

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

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

						Accumulated Totals
Earthwork	1,000.00	31,000.00				408,100.00
Portland Cement Concrete Paving						30,000.00
HMA Plant Mix						0.00
HMA Paving						151,100.00
Clean & Seal Cracks/Joints						701,127.00
Aggregate Bases & Surfaces						124,500.00
Highway, R.R. and Waterway Structures						40,000.00
Drainage						498,433.00
Electrical						400,000.00
Cover and Seal Coats						0.00
Concrete Construction	47,000.00		100.00	898,000.00		4,971,650.00
Landscaping						60,000.00
Fencing	32,000.00					633,000.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						30,000.00
Other Construction (Storm sewer)						25,000.00
Door replacement						115,000.00
						0.00
Totals	80,000.00	31,000.00	100.00	898,000.00	0.00	8,187,910.00

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



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 2/27/2020
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						8,684,886.00
Uncompleted Dollar Value if Firm is the Subcontractor						476,224.00
						9,161,110.00

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

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

						Accumulated Totals
Earthwork						408,100.00
Portland Cement Concrete Paving						30,000.00
HMA Plant Mix						0.00
HMA Paving						151,100.00
Clean & Seal Cracks/Joints						701,127.00
Aggregate Bases & Surfaces						124,500.00
Highway, R.R. and Waterway Structures						40,000.00
Drainage						498,433.00
Electrical						400,000.00
Cover and Seal Coats						0.00
Concrete Construction						4,971,650.00
Landscaping						60,000.00
Fencing						633,000.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						30,000.00
Other Construction (Storm sewer)						25,000.00
Block pavers						115,000.00
						0.00
Totals	0.00	0.00	0.00	0.00	0.00	8,187,910.00

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

Part III. Work Subcontracted to Others

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
Officer or Director Title

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Central Landscaping		RightWay		
Type of Work	Seeding		T/C Signs		
Subcontract Price	20,000.00		19,000.00		
Amount Uncompleted	20,000.00		13,000.00		
Subcontractor	Durdell and Sons		Wissehr		
Type of Work	Tree Removal		Electrical		
Subcontract Price	12,400.00		379,000.00		
Amount Uncompleted	0.00		379,000.00		
Subcontractor	Kadilex Const		Xtreme		
Type of Work	Tying rebar		Seeding		
Subcontract Price	9,400.00		12,000.00		
Amount Uncompleted	0.00		12,000.00		
Subcontractor	Midwest Const Svc		Zone		
Type of Work	Traffic Control		Pvt Mk		
Subcontract Price	39,150.00		21,000.00		
Amount Uncompleted	15,000.00		21,000.00		
Subcontractor	Millennia Prof		CSD		
Type of Work	Const Layout		NonSpl Waste		
Subcontract Price	4,740.00		80,000.00		
Amount Uncompleted	2,000.00		60,000.00		
Subcontractor	Tazwell Co Asp				
Type of Work	Asphalt				
Subcontract Price	101,500.00				
Amount Uncompleted	91,500.00				
Subcontractor	Varsity				
Type of Work	Pavmnt Mark				
Subcontract Price	10,700.00				
Amount Uncompleted	10,700.00				
Total Uncompleted	139,200.00	0.00	485,000.00	0.00	0.00

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 20 ____.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

My commission expires: _____

(Notary Seal)

Signed _____

Company _____

Address _____

Part III. Work Subcontracted to Others

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

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

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Bodine	Asphalt Stone			
Type of Work	Electrical	Milling			
Subcontract Price	185,000.00	5,000.00			
Amount Uncompleted	185,000.00	5,000.00			
Subcontractor	MCS	Clevengers			
Type of Work	Traffic Control	Guardrail			
Subcontract Price	16,000.00	50,000.00			
Amount Uncompleted	16,000.00	50,000.00			
Subcontractor	Varsity	KE Vas			
Type of Work	Pavt Mk	Asphalt			
Subcontract Price	15,000.00	50,000.00			
Amount Uncompleted	15,000.00	50,000.00			
Subcontractor	Xtreme	P&P			
Type of Work	Seeding	Waterproof Membrane			
Subcontract Price	4,000.00	10,000.00			
Amount Uncompleted	4,000.00	10,000.00			
Subcontractor		PJR			
Type of Work		Tying Steel			
Subcontract Price		5,000.00			
Amount Uncompleted		0.00			
Subcontractor		Xtreme			
Type of Work		Seeding			
Subcontract Price		4,000.00			
Amount Uncompleted		4,000.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	220,000.00	119,000.00	0.00	0.00	0.00

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

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

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

OFFICIAL SEAL
KATHERINE A KINNEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/10/2023

Address 19342 E Frontage Rd
Raymond IL 62560

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2019 DPTS CONCRETE BUS SHELTER PAD IMPROVEMENT PROJECT
CITY PROJECT 2019-17
DATED FEBRUARY 2020**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated February 20, 2020, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on February 13, 2020

AD-1-3 SC-29 Prevailing Wage Rates

- 3.01 Replace General Decision Number IL20200015 1/24/2020 starting on page 59 with the attached General Decision Number IL2020015 2/14/2020.

Please make the proper acknowledgment of **addenda #1** on page **15** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:



Date:

2/20/2020

Pre-bid Meeting Minutes
for
**DPTS Concrete Bus Shelter Pad Improvement Project
City Project 2019-17**

Public Works Conference Room
1:30 p.m. Thursday, February 13, 2020

I. Introductions

II. Project Review and Questions

Reviewed the project and 12 locations for new shelter pads

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

A. Policy

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

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

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

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

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

The City regards a good faith effort, at a minimum, to include direct contacts with 2-3 MBE subcontractors for each subcontracting opportunity until the goal is met. The contacts must be with subcontractors that provide the type of work that is being subcontracted. Mass e-mail contacts alone are not considered a good faith effort. Documented follow up requests are required if no response is received. The bidder is to provide all work, all contacts, the method of

*contact (email, phone, personal, etc.), and the results of each contact. **Email requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.***

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

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

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

IV. Federal Transit Special Conditions

Attention was pointed to the Federal Special conditions

V. Other Items

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

End 1:45

Pre-Bid Sign-In Sheet

2019 DPTS Bus Shelter Pad Improvement Project

2019-17

February 13th, 2020 1:30 p.m., Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) MITCH GREEN	OTTO BAUM CO. INC.		(P)
Email: mitchgreen@ottobaum.com			C
2) MICHELLE ALEXANDER	TRANSIT		(P)
Email: malexander@decaturil.gov			C
3) KYLE HOUSTON	Public Works		(P)
Email: khouston@decaturil.gov			C
4) KATIE	KENNEY CONTRACTING		P
Email: kenny@roadbuilder.com			(C) X
5) PAUL CUNELL	City		(P) X
Email:			C
6)			P
Email:			C
7)			P
Email:			C
8)			P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

- C. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - (ii) Outreach and recruitment efforts of MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - (v) Negotiating in good faith with MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; *[This is provide through Prevailing Wage documentation]*
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, shall:
 - (i) Administer and enforce the provisions of this Article;
 - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - (i) The project is essential for city operations;
 - (ii) Emergency circumstances require a waiver;
 - (iii) Evidence of a good faith effort by the contractor;
 - (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

"General Decision Number: IL20200015 02/14/2020

Superseded General Decision Number: IL20190015

State: Illinois

Construction Types: Heavy and Highway

Counties: Adams, Brown, Cass, Champaign, Christian, Clark, Coles, Cumberland, De Witt, Douglas, Edgar, Logan, Macon, Mason, Menard, Morgan, Moultrie, Piatt, Pike, Sangamon, Schuyler, Scott, Shelby and Vermilion Counties in Illinois.

DE WITT COUNTY:

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects) & HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction, other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020
3	02/14/2020

BRIL0008-011 05/01/2018

LOGAN, MORGAN and SCOTT COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.29	21.13

CARP0237-012 05/01/2019

MASON COUNTY

	Rates	Fringes
CARPENTER.....	\$ 32.90	28.77
PILEDRIVERMAN.....	\$ 33.90	28.77

CARP0237-021 05/01/2017

DE WITT COUNTY

	Rates	Fringes
CARPENTER.....	\$ 34.04	26.47
PILEDRIVERMAN.....	\$ 34.04	26.47

CARP0243-001 05/01/2017

CHAMPAIGN, EDGAR, AND VERMILION COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.20	21.92
PILEDRIVERMAN.....	\$ 37.20	21.92

CARP0243-006 05/01/2017

COLES, CUMBERLAND, MOULTRIE, and SHELBY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 33.00	25.12
PILEDRIVERMAN.....	\$ 34.00	25.12

CARP0243-009 05/01/2017

DOUGLAS COUNTY

	Rates	Fringes
CARPENTER.....	\$ 33.00	25.12
PILEDRIVERMAN.....	\$ 34.00	25.12

CARP0243-014 05/01/2017

CLARK COUNTY

	Rates	Fringes
CARPENTER.....	\$ 36.20	21.92
PILEDRIVERMAN.....	\$ 37.20	21.92

CARP0270-004 05/01/2017

CHRISTIAN, MENARD, AND SANGAMON (Except Illiopolis) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 32.15	25.97
PILEDRIVERMAN.....	\$ 33.15	25.97

CARP0270-007 05/01/2017

ADAMS COUNTY

	Rates	Fringes
CARPENTER.....	\$ 31.55	25.97
PILEDRIVERMAN.....	\$ 32.55	25.97

 CARP0270-016 05/01/2017

MACON, MOULTRIE (North of Rt #133), PIATT (Southwestern Half),
 SANGAMON (Illioopolis) AND SHELBY (Moweaqua & North thereof)
 COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 32.15	25.97
PILEDRIVERMAN.....	\$ 33.15	25.97

 CARP0270-021 05/01/2017

LOGAN COUNTY

	Rates	Fringes
CARPENTER.....	\$ 32.15	25.97
PILEDRIVERMAN.....	\$ 33.15	25.97

 CARP0270-024 05/01/2017

BROWN, CASS, MORGAN, PIKE, AND SCOTT COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 32.15	25.97
PILEDRIVERMAN.....	\$ 33.15	25.97

 CARP0270-026 05/01/2017

SCHUYLER COUNTY

	Rates	Fringes
CARPENTER.....	\$ 32.15	25.97

 ELEC0034-012 03/01/2019

MASON (Except Bath, Crane Creek, Kilbourne, Lynchburg, Mason
 City, & Salt Creek TWPS) COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 37.51	21.67

 ELEC0034-015 03/01/2019

ADAMS COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	18.40

 ELEC0051-003 01/06/2020

ADAMS, BROWN, CASS, CHAMPAIGN, CHRISTIAN, DEWITT, DOUGLAS,

EDGAR, LOGAN, MACON, MASON, MENARD, PIATT, SCHUYLER, SCOTT, VERMILION, COLES (East Oakland, Humboldt, Morgan, North Okaw, and Seven Hickory TWPS), MORGAN, MOULTRIE (Except Whitley TWP), PIKE, SANGAMON, & SHELBY (that portion West of Holland, Prairie, Richland, and Windsor TWPS) COUNTIES

	Rates	Fringes
Line Construction		
Groundman/Equipment		
Operator (All crawler type equipment larger than D-4, 15 ton crane or larger).....	\$ 46.09	32.5%+6.50
Groundman/Truck Driver.....	\$ 34.95	32.5%+6.50
Lineman and Substation Technician.....	\$ 51.29	32.5%+6.50

ELEC0146-003 06/01/2016

CHRISTIAN, COLES, CUMBERLAND, DE WITT (Harp, Wapella, Barnett, Clintonia, De Witt, Turnbridge, Texas, Creek & Nixon TWPS), DOUGLAS (Arcola, Burbon, Garrett TWPS & the portion of Tuscola lying West of the City of Tuscola & Illinois Central Railroad tracks), MACON, MOULTRIE, PIATT (Goose Creek, Willow Branch, Cerro Gordo, Bement & Unity TWPS), AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.27	16.36

ELEC0193-004 12/04/2019

	Rates	Fringes
ELECTRICIAN		
CASS, LOGAN, MASON (Bath, Crane Creek, Kilbourne, Lynchburg, Mason City & Salt Creek TWPS), MENARD, MORGAN, SANGAMON and SCOTT COUNTIES.....	\$ 36.63	4.5%+17.80

ELEC0193-010 01/06/2020

CASS, LOGAN, MASON (Townships of Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek, and Mason), MENARD, MORGAN, SCOTT, AND SANGAMON COUNTIES

	Rates	Fringes
Line Construction		
Groundman - Equipment		
Operator (Class I, all crawler type equipment larger than D-4, 15 ton crane or larger).....	\$ 47.47	29.5%+6.50
Groundman - Truck Driver (with winch, may operate diggers, 5th wheel type trucks, crawler-type equipment, D-4 and smaller, backhoe 3/4 yard		

ELEC0197-003 06/01/2019

ELEC0538-008 01/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 35.30	21.36

ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE (Excludes portion North Avena), GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH (Except Red Bud Twps), RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND WILLIAMSON COUNTIES;
CLARK, COLES (Southern Half), CUMBERLAND, MOULTRIE (Whitley TWP), and SHELBY (Except West of Holland, Prairie, Richland, & Windsor TWPS) COUNTIES;
BOND (Eastern Half), and WASHINGTON (OKAWVILLE & VENDY TWPS) COUNTIES

ENGI0649-006 04/01/2017

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 39.69	31.23+A
Group 2.....	\$ 36.83	31.23+A
Group 3.....	\$ 32.12	31.23+A

GROUP 1: Cranes: Overhead Cranes; Hydro Crane; Shovels;
Crane type Backfiller; Tower Cranes-Mobile, Crawler,

Stationary; Derricks, Hoist (3 drum); Draglines; Drott Yumbo & similar types considered as Cranes; 360 Degrees Swing Excavator, Backhoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive Cranes; Road Pavers (Single Drum, Dual Drum, Tri Batcher); Motor Patrol & Power Blades (Dunmore, Elevating & similar types); Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operator and Plant Engineer; Gradall; Caisson Rigs; Skimmer Scoop, Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls (all & similar types); Concrete and all recycle machines, Multiple Unit Earth Movers; 75 cents per hour for each scoop over one; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Material Crusher (outside pits and quarries); Screening Plants (outside pits and quarries); Tunnel Boring Machine; Heavy Equipment Greaser (Top Greaser on Spread); CMI, Auto Grade, CMI Belt Placer (3 track & similar types); Side Booms; Starting Engineer on Pipeline or Construction (eleven 11 pieces or more); Asphalt Heater & Planer Combination; Wheel Tractors with Dozer, Hoe or End Loader attachments; CAT Earthwork Compactors and similar types; Blaw Knox Spreader & similar types; Trench Machines; Pump Crete, Belt Crete, Squeeze Crete, Screw Type Pumps & Gypsum; Creter Crane; Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or similar types; Screedman on Laydown Machine; Vermeer Concrete Saw; Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or similar type; Hydro-Boom Truck; Guard Rail Machine.

GROUP 2: Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Carts, powered haul unit for a boring machine; P-H one Pass Soil Cement Machines and similar types; Wheel Tractor; Back Fillers; Euclid Loader; Fork Lifts; Jeep with Ditching Machines or other attachments; Tuneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills Soil Testing and similar types); Pugmill with Pump; All 1 and 2 Drum Hoists; De-watering Systems; Straw Blower; Hydro Seeder; Bump Grinders, Self Propelled; Assistant Heavy Equipment Greaser; Apsco Spreader Tractors (Track-Type w/o Power Units pulling Rollers); Rollers on Asphalt, Brick, or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers & similar types self-propelled; Mechanical Bull-Floats; Self-Propelled Concrete Saw; Truck Mounted Power Saws; Curb Cutters; Mixers over 3 bags to 27E; Winch & Boom Trucks; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule pulling Rollers; Pugmill w/o Pump; Barber Greene or similar Loaders; Track Type Tractor with power unit attached; Fireman; Spray Machine on paving; Curb Machine; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer (6 to 10 pieces).

GROUP 3: Straight Framed Truck and Truck Mounted Vac Unit, Starting Engineer (3 to 5 pieces); Trac Air Machine w/o attachments; Rollers, 5 tons & under on earth & gravel; Form Grader; Bulk Cement Plant; Oilers.

- Escalated Rate on Crane, Derrick Booms, and Tower Cranes: Additional \$1.00 per hour over scale when Crane or Derrick is positioned 50 ft. or more above adjacent ground level or water level. \$.05 per hour, per foot, over 90 feet including jib. \$.02 per hour, per ton - over 50-ton capacity.

- Operating engineers who operate Lattice Boom Crawler Cranes, Lattice Boom Truck Cranes, Telescopic Boom Cranes less than 17.5 Tons, Tower Cranes, Overhead Cranes and have been Certified by the National Commission for the Certification of Crane Operators on the equipment they operate shall receive \$1.60 per hour over scale.

A. On designated Hazardous Waste jobs, operators shall receive:
Level A add \$4.00 to the appropriate group rate; Levels B and C add \$3.00 to the appropriate group rate; and Level D add \$2.00 to the appropriate group rate.

* ENGI0841-003 04/01/2019

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS EDGAR, MOULTRIE, and VERMILION COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 41.65	22.00
GROUP 2.....	\$ 26.55	22.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinney Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub

Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and Similar Type of Equipment).

 ENGI0965-002 05/01/2019

ADAMS, BROWN, CASS, CHRISTIAN, DE WITT, LOGAN, MACON, MENARD, MORGAN, PIATT, PIKE, SANGAMON, SCHUYLER, SCOTT, and SHELBY COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 44.07	24.55
Group 2.....	\$ 39.34	24.55
Group 3.....	\$ 32.06	24.55
Group 4.....	\$ 45.57	24.55

PREMIUM PAY -

CRANES WITH BOOMS 120-200 ft. 1.00 per hour;

.02 Per Foot for each foot above 200

MULTIPLE UNIT MACHINE - 1.00 per hour;

UNDERGROUND WORK - 1.00 per hour;

UNDER AIR PRESSURE - 1.00 per hour;

HAZARDOUS WASTE OR ASBESTOS REMOVAL PROJECTS - 1.00 per hour
 for Level C work;

1.50 per hour for Level B work;

2.00 per hour for Level A work;

LONG BOOM ON A STATIONARY CRANE 1.00 per hour above long Boom Scale

Level A: (highest level of respiratory, skin, and eye protection)

Level B: (same as Level A, but a lower level of skin protection)

Level C: (same as Level B, but a lower level of respiratory protection)

OPERATING ENGINEER CLASSIFICATIONS:

GROUP 1: Asphalt Plant Engineer; Asphalt screed man; Apsco concrete spreader; Asphalt paver; Asphalt roller on bituminous contrete; Athey loaders; Cableways; Cherry Picker; Clam Shell; C.M.I. & Similar Type Autograde Formless Paver, Autgrade Placer & Finisher; Concrete Breaker; Concrete plant Oper; Concrete Pumps; Cranes; Derricks; Derrick boats; Draglines; Earth auger boring machine, Elevating Graders; Engineers on dredge; Gravel processing machines; Head equipment greaser; High lift or fork lift; Hoist with two drums or 2 or more loadlines; Locomotive; Mechanics; Motor graders or auto patrols; Operators or levelman on dredges; Power boat oper; Pug mill operator; (Asphalt plat); Orange peels; Overhead cranes; Paving mixer; Piledrivers; Pipe wrapper & Painting machines; Push dozers, or Push cats; Rock crusher; Ross carrier or similar machine; Scoops; Skimmers 2 cu yd capacity & Under: Sheep foot roller (self propelled); Shovels; Skimmer; Scoops; Test hole drilling machines; Tower machine; Tower mixer; Track Tupe & Loaders; Track type forklifts or high lifts; Track jacks & Tampers; Trackors; Sideboom; Trenching machine; Ditching machine; Tunnel lugger; Wheel type end loader; Winch cat; Scoops (All or tournapull).

GROUP 2: Asphalt booster & Heater; Asphalt distributor; Asphalt plant fireman; Building Elevator; Bull float or flexplane; Concrete finshing machine; Concrete saw, self propelled; Concrete spreader machine; Gravel or stone spreader, Power operated; Hoist automatic; Hoist with one drum & one load line; Oiler on 2 paving mixers when used in tandem boom or winch truck; Ost hole diggers; Mechanical; Road or street sweeper, Self-propelled; Scissors hoist; Seaman tiller; Straw machine; Vibratory compactor; Well drill machine; & Mud jacks.

GROUP 3: Air compressor, Track or self-propelled; Bulk cement batching- plants; Conveyors; Concrete mixers (Except Plant, Paver, Tower) Firement, Generators; Greasers; Light plants; Mechanical theater; Oilers; Power from graders; Power sub-grader; Pug mill, When used other than asphalt operation; Roolers (Except bituminous); Tractors w/o Power attachments regardless of size or type; Truck crane oiler; & driver (one man); Vibratory hammer; Water pump; Welding machine (one 300 amp or over) Combinations of five of any air compressors; Conveyors, Welding Machines, Water pumps; Light plants or Generators shall be in batteries or with in 300 ft.

Group 4: Lattice Boom crawler crane, Lattice Boom truck crane, Telescopic truck mounted crane, Tower crane.

IRON0022-006 06/01/2019

CLARK, COLES, CUMBERLAND, EDGAR, SHELBY, AND VERMILION COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.54	22.90

IRON0046-002 08/01/2019

BROWN, CASS, CHRISTIAN, DEWITT (Western Half), LOGAN, MACON
(Except portion East of Decatur), MASON, MENARD, MORGAN, PIKE,
SANGAMON, SCHUYLER (Eastern Half), SCOTT, AND SHELBY (Western
Half) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.64	27.66

IRON0380-003 05/01/2018

MACON COUNTY (East of Decatur)

	Rates	Fringes
IRONWORKER.....	\$ 32.86	24.34

IRON0577-004 08/01/2018

ADAMS and SCHUYLER (Western Half) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 26.25	23.10

LAB00159-003 05/01/2018

CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MACON, MOULTRIE, AND
SHELBY COUNTIES

	Rates	Fringes
LABORER.....	\$ 29.65	24.98

LAB00231-009 05/01/2019

ADAMS COUNTY

	Rates	Fringes
LABORER.....	\$ 29.00	25.09

LAB00231-011 05/01/2019

BROWN, MASON, PIKE, AND SCHUYLER COUNTIES

	Rates	Fringes
LABORER.....	\$ 29.00	25.09

LAB00477-002 05/01/2018

CASS, CHRISTIAN, LOGAN, MENARD, MORGAN, SANGAMON, AND SCOTT
COUNTIES

	Rates	Fringes
LABORER.....	\$ 29.38	24.06

LABO0703-002 05/01/2018		

CHAMPAIGN, DE WITT, PIATT, and VERMILION COUNTIES

	Rates	Fringes
LABORER.....	\$ 31.72	23.63

PAIN0058-008 05/01/2017		

PIKE COUNTY

	Rates	Fringes
PAINTER (Bridge).....	\$ 32.45	17.12
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		

PAIN0090-002 05/01/2017		

ADAMS, BROWN, CASS, LOGAN, MENARD, MORGAN, and SCOTT COUNTIES

	Rates	Fringes
PAINTER.....	\$ 31.13	17.18
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		
All work over 40 ft. above floor or ground level - \$1.00 Premium		

PAIN0090-006 05/01/2017		

Sangamon County

	Rates	Fringes
PAINTER.....	\$ 31.13	17.18
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		
All work over 40 ft. above floor or ground level - \$1.00 Premium		

PAIN0157-001 07/01/2018		

FULTON, MARSHALL, MASON, PEORIA, SCHUYLER, TAZEWELL AND
WOODFORD COUNTIES

	Rates	Fringes
PAINTER		
Brush, Spray, Pressure		
Roller, Sandblasting,		

Bridges, & New Structural

Steel Work.....\$ 36.85 21.80

PAIN0288-002 05/01/2017

DE WITT, MACON, MOULTRIE, PIATT, and SHELBY COUNTIES

Rates Fringes

PAINTER

Brush and Roller,

Paperhanging and Drywall

Taping.....\$ 29.00 19.30

Paperhanging and Drywall

Taping.....\$ 28.75 18.50

Spray and Sandblasting.....\$ 29.75 19.30

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

Work over 50 ft. above ground or floor level - \$1.00 Premium

PAIN0363-001 05/01/2017

CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, and VERMILION COUNTIES

Rates Fringes

PAINTER.....\$ 35.29 14.50

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PAIN1705-002 09/01/2018

CLARK and EDGAR COUNTIES

Rates Fringes

PAINTER

Blasting, Spraying &

Pressure Washing.....\$ 28.37 21.05

Brush & Roller and Wall

Covering Drywall Preparing..\$ 27.37 21.05

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

Brush & Roller work over 30' above ground or floor level -
\$0.80 PremiumBrush & Roller work over 100' above ground or floor level -
\$1.80 PremiumBlasting, Spraying & Pressure work over 30' above ground
level - \$2.30 PremiumBlasting, Spraying & Pressure work over 100' above ground
level - \$3.30 Premium-----
PLAS0018-003 05/01/2017

DEWITT (North of Route 10)

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 33.46	22.22
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 PLAS0018-021 05/01/2017

DE WITT (South of Route 10) & MACON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 30.69		23.29

 PLAS0018-032 05/01/2017

ADAMS, BROWN, CASS, CHRISTIAN, MENARD, PIKE, and SANGAMON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 28.64		24.57

 PLAS0143-003 05/01/2017

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE, PIATT, SHELBY, AND VERMILION COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 33.71		18.91

 TEAM0026-004 05/01/2019

CHAMPAIGN, COLES, DEWITT, DOUGLAS, MOULTRIE (East of a line from the Northeast corner of the county extending Southeast in the direction of Findlay (Shelby County) to a point that intersects the Shelby County line), PIATT (East of a line from where the DeWitt County line intersects Route 10 in a Southeast direction towards the Southeast corner of the county), SHELBY (East of an imaginary line beginning at the Northeast border with Moultrie County extending Southwest in the direction of Findlay and continuing to an imaginary point 2.5 miles South of Middlesworth that parallels the Cumberland County line), COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....\$ 38.06		19.62
Group 2.....\$ 38.61		19.62
Group 3.....\$ 38.87		19.62
Group 4.....\$ 39.23		19.62
Group 5.....\$ 40.27		19.62

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks;

Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0135-008 05/01/2019

CLARK and EDGAR COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 34.30	12.00+A
Group 2.....	\$ 34.70	12.00+A
Group 3.....	\$ 34.80	12.00+A
Group 4.....	\$ 35.15	12.00+A
Group 5.....	\$ 35.90	12.00+A

FOOTNOTE: A. \$36.20 per day

CLASSIFICATIONS:

Group 1 - Drivers on 2 axle truckshauling less than 9 ton; Air compressor and welding machines and brooms, including those pulled by separate units; Truck Driver Helpers; Warehouse employees; Mechanic helpers; Greasers and tiremen; fork lifts up to 6,000 pounds capacity

Group 2 - 2 or 3 axle trucks hauling more than 9 ton but hauling less than 16 ton; A-frame winch trucks; Hydrolift trucks; Vactor trucks or similar equipment when used for transportation purposes; Fork lifts over 6,000 pound capacity; Winch trucks; 4 axle combination units; In the event the Employer desires to use ticket writers that classification shall come under Group II

Group 3 - 2, 3, or 4 axle trucks hauling 16 ton or more; Drivers on water pulls; Articulated Dump Trucks; Mechanics and working forepersons; 5 axle or more combination units

Group 4 - Low Boy; Oil Distributors

Group 5 - Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0279-003 05/01/2019

CHRISTIAN,MACON, MOULTRIE (West of a line from the Northeast corner extending straight Southeast inthe direction of Findlay - Shelby County - to a point that intersects the Shelby County line), PIATT (West of a line from where the DeWitt County line intersects Route 10 in a Southeast direction towards the Southeast corner of the county), SHELBY (West of an imaginary line beginning at the Northeast border with Moultrie County extending Southwest in the direction of Findlay and continuing

to the same point 2.5 miles South of Middlesworth then towards the Northeast corner of Fayette County) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 36.45	21.35
Group 2.....	\$ 37.00	21.35
Group 3.....	\$ 37.27	21.35
Group 4.....	\$ 37.63	21.35
Group 5.....	\$ 38.65	21.35

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0627-003 05/01/2019

MASON COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.06	19.62
Group 2.....	\$ 38.61	19.62
Group 3.....	\$ 38.87	19.62
Group 4.....	\$ 39.23	19.62
Group 5.....	\$ 40.27	19.62

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0916-003 05/01/2019

LOGAN, MENARD, MORGAN, PIKE, SANGAMON, SCHUYLER, SCOTT COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 38.17	19.85
Group 2.....	\$ 38.71	19.85
Group 3.....	\$ 39.01	19.85
Group 4.....	\$ 39.34	19.85
Group 5.....	\$ 40.39	19.85

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CONTRACT

THIS CONTRACT, made and entered into this 16th day of March, 2020, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Kinney Contractors, Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2019 DPTS CONCRETE BUS SHELTER PAD IMPROVEMENT PROJECT, CITY PROJECT 2019-17"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by November 15, 2020.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda No. 1 dated 02/20/2020

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

CONTRACT

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

In case of discrepancy, the order of precedence is as follows:

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

DEPUTY CITY CLERK

By _____
MAYOR

KINNEY CONTRACTORS INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2019 DPTS Concrete Bus Shelter Pad Improvement

Project Number 2019-17

We, Kinney Contractors, Inc.

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

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Ninety-Six Thousand, Six Hundred Sixty-Six and 10/100-----

----- Dollars (\$96,666.10), lawful money of the
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

_____ Kinney Contractors, Inc. By: _____ (Signature & Title) Attest: _____ (Signature & Title)	_____ (Company Name) By: _____ (Signature & Title) Attest: _____ (Signature & Title)
---	---

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

STATE OF ILLINOIS,

COUNTY OF _____

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

 (Insert names of individuals signing on behalf of PRINCIPAL)

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

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

My commission expires _____
 _____ Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS.

COUNTY OF _____

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

 (Insert names of individuals signing on behalf of SURETY)

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

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

My commission expires _____
 _____ Notary Public (SEAL)

CITY OF DECATUR

Approved this _____ 16th _____ day of _____ March _____, A.D. 2020

Attest:

 Angela Harper, Deputy City Clerk

 City Clerk

 City Council

 City of Decatur, Illinois

 Mayor

Project Name: 2019 DPTS Concrete Bus Shelter Pad Improvement Project Number: 2019-17 Bid Date: 02/28/2020 Time: 10:00 a.m. Fund: Organization Code: Object Code:				Engineer's Estimate City Engineering Division		Kinney Contractors 19342 East Frontage Rd Raymond, IL 62560 Ph: 217.229.3322 kinney@roadbuilder.net		Otto Baum Co., Inc. 866 N Main St. Morton, IL 61550 Ph: 309-266-7114 mitchgreen@ottobaum.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
35200600	Earth Excavation	53	CU YD	\$40.00	\$2,108.00	\$70.00	\$3,689.00	\$195.25	\$10,289.68
42400200	Portland Cement Concrete Sidewalk 5 Inch	2,722	SQ FT	\$13.50	\$36,740.25	\$17.00	\$46,265.50	\$19.41	\$52,824.32
42400300	Portland Cement Concrete Sidewalk 6 Inch	726	SQ FT	\$14.50	\$10,527.00	\$17.00	\$12,342.00	\$34.50	\$25,047.00
42400800	Detectable Warnings	36	SQ FT	\$40.00	\$1,440.00	\$40.00	\$1,440.00	\$34.19	\$1,230.84
44000600	Sidewalk Removal	822	SQ FT	\$5.00	\$4,111.00	\$8.00	\$6,577.60	\$10.01	\$8,230.22
44001700	Combination Concrete Curb and Gutter Rem. And Repl.	89	FOOT	\$52.00	\$4,628.00	\$56.00	\$4,984.00	\$72.60	\$6,461.40
44213200	Saw Cuts	122	FOOT	\$5.00	\$610.00	\$12.00	\$1,464.00	\$5.38	\$656.36
X0301339	Remove Existing Parking Block	1	EACH	\$250.00	\$250.00	\$120.00	\$120.00	\$210.67	\$210.67
X5220090	Concrete Structures (Retaining Wall)	26	FOOT	\$80.00	\$2,080.00	\$80.00	\$2,080.00	\$199.67	\$5,191.42
78001110	Paint Pavement Marking 4 Inch	170	FOOT	\$1.20	\$204.00	\$3.00	\$510.00	\$3.23	\$549.10
78001100	Paint Pavement Marking Letters & Symbols	58	SQ FT	\$7.45	\$432.10	\$7.00	\$406.00	\$10.76	\$624.08
44000300	Curb Removal	17	FOOT	\$10.00	\$170.00	\$25.00	\$425.00	\$24.78	\$421.26
70102625	Traffic Control	1	LSUM	\$18,340.00	\$18,340.00	\$3,000.00	\$3,000.00	\$23,884.62	\$23,884.62
Z0009000	Alterations, Cancellations, Extensions, Deductions & Extra Work	1	LSUM	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Alternate A									
35200600	Earth Excavation	13	CU YD	\$40.00	\$520.00	\$70.00	\$910.00	\$129.64	\$1,685.32
42400200	Portland Cement Concrete Sidewalk 5 Inch	577	SQ FT	\$13.50	\$7,794.90	\$17.00	\$9,815.80	\$9.93	\$5,733.58
44000600	Sidewalk Removal	96	SQ FT	\$5.00	\$480.00	\$8.00	\$768.00	\$8.57	\$822.72
70102620	Traffic Control	1	LSUM	\$1,834.00	\$1,834.00	\$3,500.00	\$3,500.00	\$2,274.60	\$2,274.60
42400300	Portland Cement Concrete Sidewalk 6 Inch	66	SQ FT	\$14.50	\$957.00	\$17.00	\$1,122.00	\$33.07	\$2,182.62
X5220090	Concrete Structures (Retaining Wall)	33	FOOT	\$80.00	\$2,640.00	\$80.00	\$2,640.00	\$158.36	\$5,225.88
44213200	Saw Cuts	32	FOOT	\$5.00	\$160.00	\$12.00	\$384.00	\$5.38	\$172.16
Alternate B									
35200600	Earth Excavation	5	CU YD	\$40.00	\$180.00	\$70.00	\$315.00	\$187.27	\$842.72
42400200	Portland Cement Concrete Sidewalk 5 Inch	246	SQ FT	\$13.50	\$3,321.00	\$17.00	\$4,182.00	\$15.31	\$3,766.26
42400300	Portland Cement Concrete Sidewalk 6 Inch	66	SQ FT	\$14.50	\$957.00	\$17.00	\$1,122.00	\$33.19	\$2,190.54
70102625	Traffic Control	1	LSUM	\$1,834.00	\$1,834.00	\$1,600.00	\$1,600.00	\$2,274.60	\$2,274.60
44000600	Sidewalk Removal	143	SQ FT	\$5.00	\$715.00	\$8.00	\$1,144.00	\$6.98	\$998.14
TOTAL BASE BID (AS CORRECTED)					\$86,640.35		\$88,303.10		\$140,620.96
Percent Over Under ENGINEER'S ESTIMATE							1.92%		62.30%
TOTAL ALTERNATE A BID (AS CORRECTED)					\$14,385.90		\$19,139.80		\$18,096.88
Percent Over Under ENGINEER'S ESTIMATE							33.05%		25.80%
TOTAL ALTERNATE B BID (AS CORRECTED)					\$7,007.00		\$8,363.00		\$10,072.26
Percent Over Under ENGINEER'S ESTIMATE							19.35%		43.75%
TOTAL BASE + ALT A + ALT B BIDS (AS CORRECTED)					\$108,033.25		\$115,805.90		\$168,790.10
Percent Over Under ENGINEER'S ESTIMATE							7.19%		56.24%


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

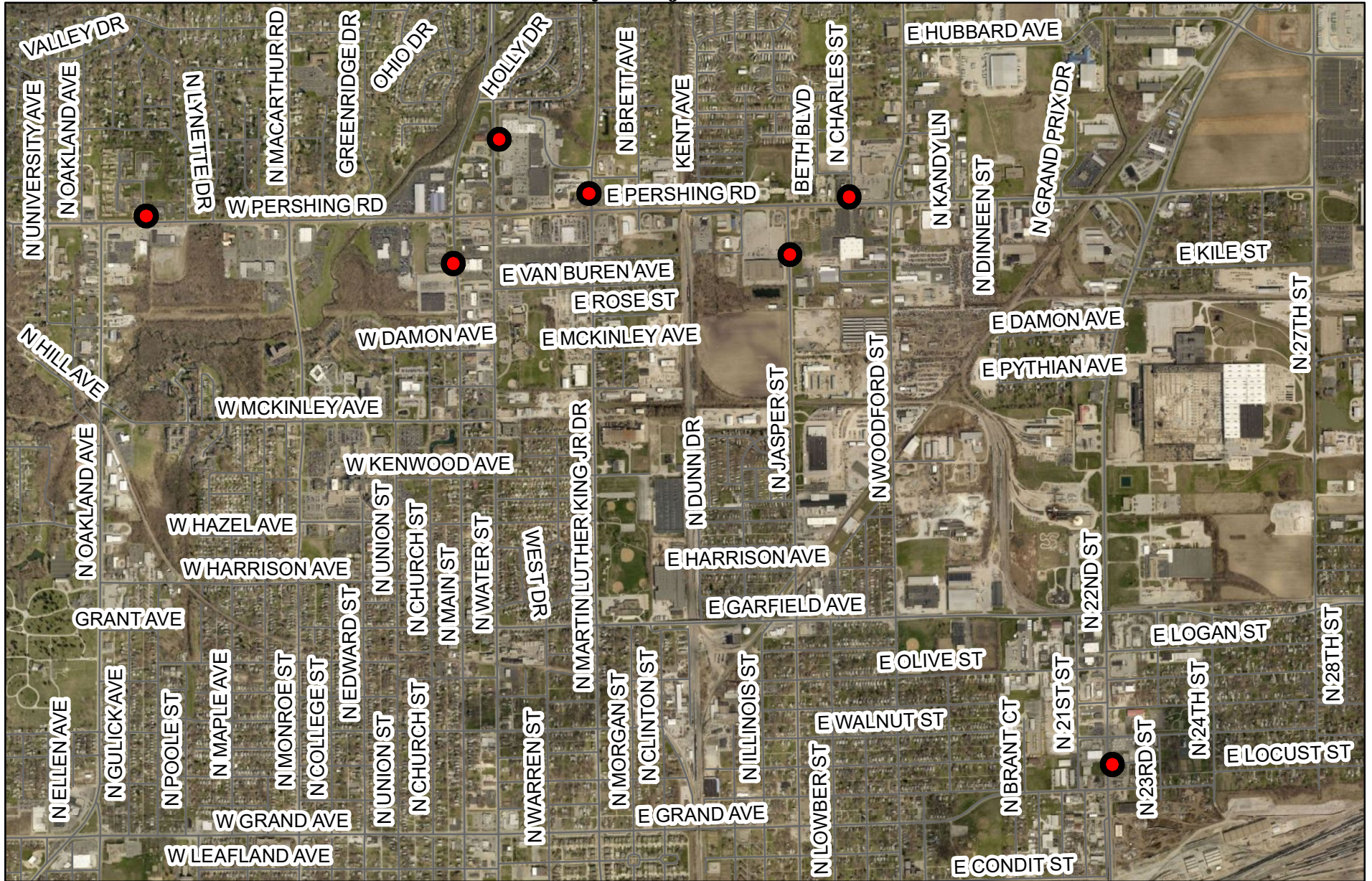

Date

City Project 2019-17

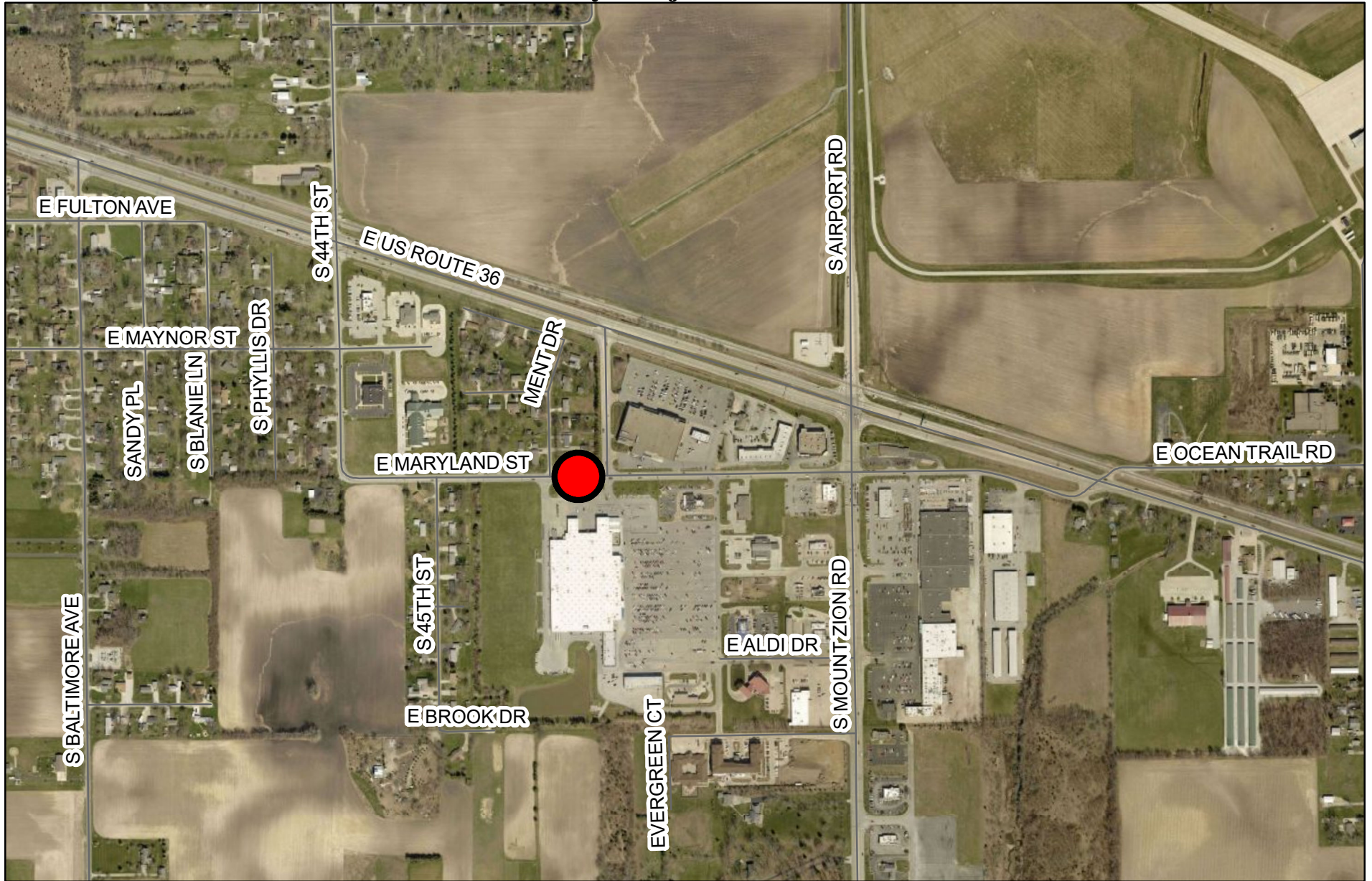


Engineering Division

2019 DPTS Concrete Bus Shelter Pad Improvement Project Locations City Project 2019-17



2019 DPTS Concrete Bus Shelter Pad Improvement Project Locations City Project 2019-17



Public Works

DATE: 3/4/2020

MEMO: 2020-59

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the Meadowlark Bridge / Caterpillar Ditch (SN 058-6022) City Project 2020-02
Section No. 20-00002-00-BR

SUMMARY RECOMMENDATION:

ATTACHMENTS:

Description	Type
Resolution to Approve Preliminary Engineering Services Agreement and Appropriate MFT	Resolution Letter
Photo Log	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION TO APPROVE PRELIMINARY ENGINEERING SERVICES
AGREEMENT AND APPROPRIATE MOTOR FUEL TAX FUNDS
FOR THE MEADOWLARK BRIDGE / CATERPILLAR DITCH (SN 058-6022)
CITY PROJECT 2020-02
SECTION NO. 20-00002-00-BR**

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

Section 1. That the Preliminary Engineering Services Agreement for Motor Fuel Taxes for design services for the Meadowlark Bridge/Caterpillar Ditch, presented to the Council herewith, as Exhibit A and made part hereof, between the City of Decatur and Clark Dietz, Inc. be, and the same 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 Preliminary Engineering Services Agreement for Motor Fuel Tax Funds between the City of Decatur and the State of Illinois, acting through the Illinois Department of Transportation.

Section 3. That there is hereby appropriated the sum of \$98,265 of State Motor Fuel Tax funds for the purpose of paying the City's portion of engineering costs for the Meadowlark Bridge / Caterpillar Ditch, under the applicable provisions of the Illinois Highway Code.

Section 4. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Meadowlark Bridge / Caterpillar Ditch Improvement Project, are eligible for State Motor Fuel Tax funds.

Section 5. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 6. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit B and made part hereof, and transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 16th day of March, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Angela Harper, Deputy City Clerk

Municipality City of Decatur	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Clark Dietz, Inc.
Township				Address 125 W.Church Street
County Macon County				City Champaign
Section 20-00002-00-BR				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Meadowlark Bridge Replacement

Route n/a Length _____ Mi. _____ FT (Structure No. 058-6022)

Termini Whippoorwill Drive and Hummingbird Drive

Description:

Replacement of bridge 058-6022, carrying Meadowlark Drive over Caterpillar Ditch. The existing bridge is proposed to be replaced with a two-cell box culvert.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☒ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☒ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- ## The LA Agrees,

- ### Schedule for Percentages Based on Awarded Contract Cost

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- BLR 05510 (Rev. 11/06)
-
- Page 235 of 427

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the

ENGINEER for his actual costs plus 183 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 183 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
5. This AGREEMENT is subject to the attached City of Decatur Professional Engineering Services Agreement.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Decatur of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____
Clerk
(Seal)

By _____
Title _____

Executed by the ENGINEER:

CLARK DIETZ, INC

ATTEST:

By Melody Garland
Title Sr. Administrative Assistant

By M. C.
Title VICE PRESIDENT

Approved _____ Date Department of Transportation _____ Regional Engineer
--

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Clark Dietz, Inc.
Prime
Sean Widener

DATE 03/05/20
PTB-ITEM# 0

CONTRACT TERM 12 MONTHS

START DATE 5/1/2020
RAISE DATE 1/1/2021

END DATE 4/30/2021

OVERHEAD RATE 183.14%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2020	1/1/2021	8	66.67%
1	1/2/2021	5/1/2021	4	34.33%

The total escalation = 1.00%

PAYROLL RATES

FIRM NAME Clark Dietz, Inc. DATE 03/05/20
PRIME/SUPPLEMENT Prime
PTB-ITEM # 0

ESCALATION FACTOR 1.00%

Note: Rates should be capped on the AVG 1 tab as necessary

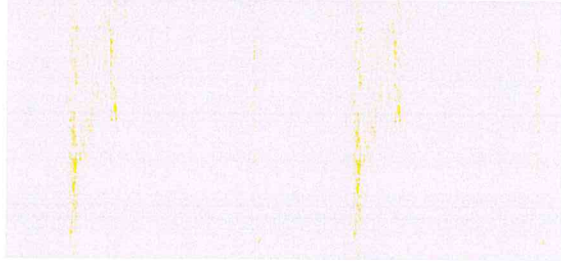
CLASSIFICATION	IDOT	CALCULATED RATE
	PAYROLL RATES ON FILE	
Principal/Project Director	\$75.00	\$75.75
Sr. Project Manager	\$70.39	\$71.09
Project Mngr. / Sr. Engr.	\$60.07	\$60.67
Project Mngr. / Proj. Engr.	\$52.29	\$52.81
Project Engineer	\$44.08	\$44.52
Engineer	\$37.91	\$38.29
Sr. Technician	\$38.63	\$39.02
Technician	\$31.03	\$31.34
Administrative	\$28.64	\$28.93

Subconsultants

FIRM NAME Clark Dietz, Inc.
PRIME/SUPPLEMENT Prime
PTB-ITEM # 0

DATE 03/05/20

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------



Total

0.00

0.00

Bureau of Design and Environment
Prepared By: Consultant

03/05/20

183.14%

10

DBE 0.00%

Clark Dietz, Inc.

DATE 03/05/20

SHEET 1 OF 5

Page 242 of 427

AVERAGE HOURLY PROJECT RATES

FIRM	PTB-ITEM#	PRIME/SUPPLEMENT
Clark Dietz, Inc.	0	Prime

DATE 03/05/20

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Roadway Design			Utility Analysis			Roadway Plans			Structure Plans			Special Provisions			Estimates		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Project Director	75.75																		
Sr. Project Manager	71.09																		
Project Mngr. / Sr. Engr.	60.67																		
Project Mngr. / Proj. Engr.	52.81	6	37.50%	19.80	18	69.23%	36.56	40	34.48%	18.21	4	3.45%	2.09	16	25.00%	13.20	24	66.67%	35.21
Project Engineer	44.52																		
Engineer	38.29																		
Sr. Technician	39.02	10	62.50%	24.39	8	30.77%	12.01	72	62.07%	24.22	28	43.75%	17.07				5	26.32%	10.27
Technician	31.34																		
Administrative	28.93																		
TOTALS		16.0	100%	\$44.19	26.0	100%	\$48.57	116.0	100%	\$44.52	64.0	100%	\$45.19	36.0	100%	\$50.95	19.0	100%	\$50.01

AVERAGE HOURLY PROJECT RATES

FIRM	Clark Dietz, Inc.
PTB-ITEM#	0
PRIME/SUPPLEMENT	Prime

DATE 03/05/20

SHEET 3 **OF** 5

PAYROLL		AVG HOURLY RATES	Bidding						Administration											
CLASSIFICATION			Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Project Director		75.75																		
Sr. Project Manager		71.09																		
Project Mngr. / Sr. Engr.		60.67																		
Project Mngn. / Proj. Engr.		52.81	24	85.71%	45.27	24	100.00%	52.81												
Project Engineer		44.52																		
Engineer		38.29																		
Sr. Technician		39.02	4	14.29%	5.57															
Technician		31.34																		
Administrative		28.93																		
TOTALS			28.0	100%	\$50.84	24.0	100%	\$52.81	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

FIRM	Clark Dietz, Inc.
PTB-ITEM#	0
PRIME/SUPPLEMENT	Prime

FIRM	Clark Dietz, Inc.
PTB-ITEM#	0
PRIME/SUPPLEMENT	Prime

DATE 03/05/20

SHEET 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Project Director	75.75												
Sr. Project Manager	71.09												
Project Mngr. / Sr. Engr.	60.67												
Project Mngr. / Proj. Engr.	52.81												
Project Engineer	44.52												
Engineer	38.29												
Sr. Technician	39.02												
Technician	31.34												
Administrative	28.93												
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

SHEET **5** **OF** **5**

Page 246 of 427



COMPANY NAME: **Clark Dietz, Inc.**

PTB NUMBER: **0**

TODAY'S DATE: **3/5/2020**

[illegible]

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND
W.O. = Work Order
J.S. = Job Specific



Resolution for Improvement
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	20-00002-00-BR

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Decatur, Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+					

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+	Meadowlark Bridge	058-6022		Near Whippoorwill	Caterpillar Ditch

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Removal of the existing Meadowlark Bridge structure and replacement with a box culvert including necessary approach roadway work.

2. That there is hereby appropriated the sum of Ninety-Eight Thousand Two Hundred Sixty Five and 00/100-----
----- Dollars (\$98,265.00) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Angela Harper City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Decatur, Illinois in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur, at a meeting held on March 16, 2020
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of March, 2020
Day Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date

	Photo 1: Cracking and delamination along the west edge of Beam 2. 3/4" gap between Beams 1 and 2.
	Photo 2: Longitudinal crack along most of the beam length of Beam 1.
	Photo 3: 16" wide area delaminated in the south quarter of Beam 4. Part of it has popped out exposing a strand



Photo 4: Longitudinal crack with delaminated concrete along Beam 9. Rust stains around the crack.



Photo 5: Edge spalling along Beams 9 and 10. Multiple strands and stirrups exposed.



Photo 6: 5' x 1.5' Spall along the side of beam 11 with strands and stirrups exposed.



Photo 7: Concrete spall exposing timber pile and reinforcement.



Photo 8: View of one of the exposed timber piles showing some decay.

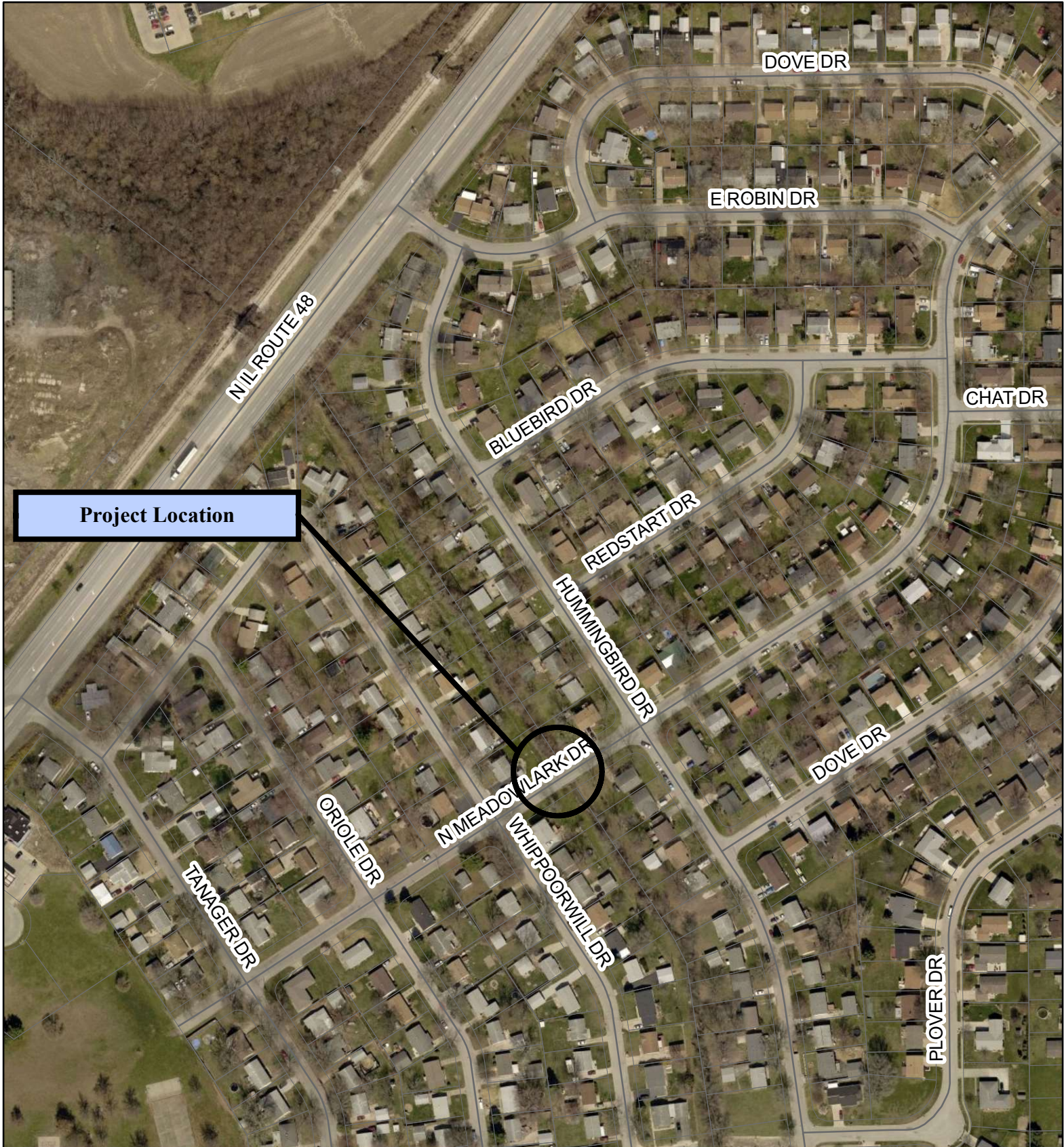


Photo 9: Longitudinal cracking through the wearing surface. Alligator cracking near the approach joints.

Meadowlark Bridge Replacement Project

Location Map

City Project 2020-02



Public Works

DATE: 3/4/2020

MEMO: 2020-59

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz, Inc, to Perform Bridge Design Services for the Meadowlark Bridge / Caterpillar Ditch (SN 058-6022)
City Project 2020-02
Section No. 20-00002-00-BR

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items:

1. Resolution authorizing a professional engineering services agreement between the City of Decatur and Clark Dietz, Inc. to perform bridge design services for the Meadowlark Bridge / Caterpillar Ditch for a fee of \$98,265.00.
2. Resolution approving a preliminary engineering services agreement and appropriating \$98,265.00 in State Motor Fuel Tax (MFT) funds to pay for the agreement with Clark Dietz, Inc. to perform bridge design services for the subject bridge.

BACKGROUND:

The Meadowlark Bridge over the Caterpillar Ditch was constructed in 1962 with precast prestressed concrete deck beams. With the decline of the bridge's condition, the frequency of inspection was set by IDOT to be 12 months. During last year's inspection, the City discovered additional deterioration requiring removal of all vehicle loads from the east edge of the bridge. Under the National Bridge Inspection System (NBIS) guidelines required by the Federal Highway Administration, the Meadowlark Bridge has a superstructure rating of "3" (Serious Condition) on a scale of 0-9 (0=Required Closure, 9=New).

Request for Proposals

On September 25, 2019, the Public Works Department issued a request for proposals and qualifications from engineering firms to provide design services to replace the Meadowlark Bridge and Center St Bridge. Proposals were received on October 17, 2019. Nine firms submitted formal statements of qualifications. Public Works Department staff reviewed the proposals, interviewed the top three and recommended WHKS & Co., of Springfield, IL for Center Street and Clark Dietz, Inc. of Champaign, IL, for Meadowlark as the firm best able to serve the City in performing the requested design services.

Engineering Services Agreement

The Meadowlark Bridge Replacement design services are to prepare design drawings and obtain IDOT and FHWA approvals to perform the bridge construction work as soon as 2021.

The Design Services Agreement will include the following services to replace the existing bridge with a precast box culvert:

1. Perform topographic surveys of the project site. This work will also include gathering information on the Caterpillar Drainage Ditch in particular.
2. Prepare a hydraulic report for the Meadowlark Bridge to identify any effect the structure may have on the ditch and determine if there are scour concerns with the structure.
1. Complete the design and construction plans for bidding; the bridge demolition, installation of the new culvert, and any approach and channel modifications.
1. Prepare the project specifications with the bidding information required by IDOT.
1. Coordinate the closure of the bridge with area schools and residents. This will include public notification to provide the details of the closure during construction.
1. Provide construction bidding assistance to the City as needed.

The proposed fee is \$98,265.00, which will be paid from the State Motor Fuel Tax Fund.

PRIOR COUNCIL ACTION:

June 20, 2016 – The City Council was given a memorandum detailing the condition and status of the City's bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges that were known to City staff as having structural concerns. The following bridges were identified, including the Meadowlark Bridge over Caterpillar Ditch.

Mound Road / Spring Creek (East) Bridge (Deck Replaced 2018)

Mound Road / Spring Creek (West) Bridge (Deck Replaced 2019)

Mound Road / Spring Creek (Middle) Bridge (Deck Replaced 2019)
Center Street / Stevens Creek Bridge (Bridge Replacement Design Services under contract with WHKS)

Meadowlark Bridge (Bridge Replacement Design Services proposed with Clark Dietz)

Taylor Road Bridge (Bridge Replacement Construction Est summer 2020)
Grove Road Bridge (AECOM under contract for a bridge condition report)
Garfield Avenue Bridge / Illinois Central Railroad Yard
Garfield Avenue / 22nd Street Bridge
Country Club / Lake Decatur Bridge

October 11, 2019 – The City Council was given a memorandum detailing the updated condition of the Meadowlark bridge, requiring the removal of vehicular traffic from the east side of the bridge.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Clark Dietz, Inc.

LEGAL REVIEW: The agreement was approved by the Corporation Counsel on February 20, 2020.

STAFF REFERENCE: Matt Newell, Public Works Director. Matt will attend 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 Clark Dietz is for \$98,265.00. Funding for this project is allocated in the State Motor Fuel Tax Fund. The design was originally budgeted for FY 2022 in the FY 2020 Capital Improvement Plan. The fund will be adjusted to allow for design in FY 2020.

Construction is estimated at \$350,000. It is proposed that next year's FY 2021 Capital Improvement Plan be updated to allow for the construction to start Spring of 2021.

Schedule: Design and Construction

Design work will begin upon approval of the agreement by the City Council. The design is to be completed by January of 2021. Construction is currently budgeted for FY 2023 in the FY 2020 Capital Improvement Plan but is proposed to be moved up to spring of 2021 in next year's budget due to the condition of the bridge.

ATTACHMENTS:

Description	Type
Resolution Authorizing PSA Clark Dietz	Resolution Letter
Photo Log	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING
SERVICES AGREEMENT WITH CLARK DIETZ, INC. TO
PERFORM BRIDGE DESIGN SERVICES FOR THE MEADOWLARK BRIDGE /
CATERPILLAR DITCH (SN 058-6022)
CITY PROJECT 2020-02
SECTION NO. 20-00002-00-BR**

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

Section 1. That the Agreement authorizing the Professional Engineering Services to provide design services for the Meadowlark Bridge / Caterpillar Ditch, presented to the Council herewith, as Exhibit 1 and made a part hereof, between the City of Decatur and Clark Dietz, 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 Agreement between the City of Decatur, Illinois and Clark Dietz, Inc. for a fee not to exceed \$98,265.00.

PRESENTED and ADOPTED this 16th day of March 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Angela Harper, Deputy City Clerk

Exhibit 1

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR
MEADOWLARK BRIDGE REPLACEMENT
SECTION 20-00002-00-BR; SN 058-6022

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

Clark Dietz, Inc.
125 W Church St
Champaign, IL 61820

_____,
("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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 work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (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 contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order 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 change orders 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. PRELIMINARY DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.
2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, 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 utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall

consist of Part 3 “Technical Specifications” of the City’s standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.

2. Approvals of Governmental Entities. Furnish to the City’s Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City’s Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include 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 allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City’s standard CICC. The Consulting Engineer shall prepare Part 3 “Technical Specification” of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City’s standard contract document without the permission of the City’s Representative. The City’s Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City’s Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City’s Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City’s Representative within the time period set forth in Exhibit C, Project Timeline.

C. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City’s Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City’s Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City’s Contractors, (“Contractors”), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City’s Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) 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 Work"), 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 Agreements 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 work 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 contract.
- 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 contract, 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 contract, 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 work. 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 Contract, 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 contract 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. 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 183.14 plus fixed fee 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 1.0.
- 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 WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work 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. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work 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. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and 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. 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. Upon satisfactory completion of the work 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. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. 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 _____, 2020

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: 

SCOPE OF WORK

The Phase I and II project involves the replacement of bridge 058-6022, an existing single span deck beam bridge, carrying Meadowlark Drive over Caterpillar Ditch. The existing bridge is structurally deficient and is proposed to be replaced with a two-cell box culvert meeting the required hydraulic design criteria. The work will encompass approximately 150 to 200 feet of roadway between Whippoorwill Drive and Hummingbird Drive including the structure location. The proposed structure replacement will be designed according to the policies of the IDOT Bureau of Bridges and Structures and the current AASHTO LRFD Bridge Design Specifications. The existing roadway features will remain the same except as needed to provide roadside safety for the hazard presented by the culvert.

Professional Engineering and Structural Engineering Services shall be provided by Clark Dietz, Inc. as directed and authorized by the City of Decatur. Engineering services for this project shall utilize Local and Motor Fuel Tax (MFT) funding. Construction for this project will also consist of MFT funding. Phase I Preliminary Engineering and Phase II Final Design services will be done concurrently in accordance with all applicable state and federal design criteria.

A. FIELD SURVEY

1. Coordinate & conduct joint utility meeting.
 2. Coordinate design needs for survey.
 3. Develop survey plan for hydraulic & topographic surveys.
 4. Perform hydraulic survey for channel (3 upstream & 3 downstream sections) and downstream structure(s).
 5. Perform property pin search along Meadowlark Dr. to define roadway ROW.
 6. Set vertical benchmark, survey control points with GPS, run level circuit through all. Topo & cross sections for 200' along roadway (100' north & south of bridge) and basic bridge elements.
 7. Pickup survey, pavement cores/soil borings locations and set roadway centerline and ties.
 8. Survey delineated wetlands.
 9. Prepare photo log.
 10. Download & reduce survey data. Create tin model. Create base cadd file with existing ROW.
- A6. the work effort assumes that a GPS observation will be used to establish the vertical datum.*
- A8. survey of the delineated wetlands will be performed if required at additional cost. refer to element E9 for additional information.*

B. PRELIMINARY STRUCTURE DESIGN

1. Inspection of Existing Bridge for Plan Development
 2. Structure Type Evaluation (culvert preferred).
 3. Plan.
 4. Elevation.
 5. Cross Section.
 6. General Notes and Waterway Information.
 7. Review of Geotechnical Report.
 8. QA/QC.
- B. TSL needed for urban structure, submitted with PBDHR, becomes GPE for final plans*

C. HYDRAULIC ANALYSIS

1. Obtain and review quad maps, GIS contours, and flood insurance study.

2. Verify drainage area.
 3. Verify peak discharges for design, 100, and 500 year floods.
 4. Modify ISWS HEC-RAS model with bridge cross sections obtained from the survey.
 5. Verify dimensions of the bridge contained in the ISWS HEC-RAS Model.
 6. Perform hydraulic analysis for natural water surface.
 7. Input proposed bridge and perform hydraulic analysis.
 8. Perform scour analysis.
- C. the hydraulic analysis and scour analysis will be performed using HEC-RAS.*
- C1. the work effort assumes that GIS contour information will be provided by the City.*
- C3. discharges will be verified/determined using StreamStats in accordance with the 2004 regression equations.*

D. PROJECT STUDIES

1. develop design criteria for MFT funded local agency project.
 2. prepare preliminary plan & profile and typical section exhibits.
 3. prepare preliminary bridge design and hydraulic report (BLR 10210) and submit to IDNR and IDOT.
 4. prepare joint application form (NCR 426) and submit to USACOE, IEPA, IDNR, and IDOT.
 5. prepare environmental survey request form for biological and cultural surveys.
 6. subconsultant coordination & document review for special waste screening and preliminary environmental site assessment.
 7. QA review of submittals.
 8. incorporate Agency and QA review comments.
- D. the work effort assumes that a bi-monthly coordination meetings, crash analysis, and PDR will not be required.*
- D. the work effort assumes that wetland screening and delineation will be performed by BDE if required.*
- D6. the work effort assumes that phase 1 or 2 preliminary site investigations will not be required.*

E. BASE SHEETS

1. plan sheets and plan & profile sheets.
2. cross section sheets.

F. ROADWAY DESIGN

1. determine proposed geometry and vertical alignment.
 2. determine existing and proposed typical section elements.
 3. perform cross section analysis.
 4. determine roadside barrier layout.
- F2. the work effort assumes that the City will provide material types and thicknesses for pavement resurfacing and pavement design will not be required.*

G. UTILITY ANALYSIS

1. call for design locate. coordinate with utility companies for utility mapping. prepare database of utility owner contact information.
2. plot utility locations based on mapping information.
3. analyze utility conflicts and revise designs as possible to mitigate.
4. prepare status of utilities to be adjusted.
5. coordinate with utility companies for relocations of their facilities.
6. meet with utility companies for additional information as required.

7. review utility relocation plans. advise the City on issuing permits.
G1. assumes utility coordination by phone & email.
G5. assumes plans and status of utilities will be distributed by email.
G6. assumes 1 meeting on site.

H. ROADWAY PLANS

1. title sheet (1 sheet).
2. general notes (1 sheet).
3. highway standards and legend (1 sheet).
4. summary of quantities (1 sheet).
5. schedule of quantities (1 sheet).
6. typical sections (1 sheet).
7. removal plan (1 sheet @ 1"=20').
8. plan & profile (1 sheet @ 1"=20').
9. traffic control plan (1 detail sheet).
10. erosion control plan (1 sheet @ 1"=20').
11. miscellaneous details (1 sheet).
12. cross sections (2 sheets @ 1"=10' H & 1"=5' V).
13. QA/QC review.
14. incorporate QA/QC review comments.
15. preliminary submittal to the City & IDOT. incorporate review comments.
16. final revisions for additional comments and updates to IDOT documents.
H. assumes pavement markings are not included based on existing conditions.
H8. includes centerline control points.
H9. assumes only a road closure plan is required.

I. STRUCTURE PLANS

1. Plan & Elevation
2. Bill of Material and General Notes
3. Wingwall / End Section Details
4. Culvert Details
5. Soil Borings
6. Structural QA/QC
7. Incorporate QA/QC and City Comments

J. SPECIAL PROVISIONS

1. prepare technical special provisions and SWPPP.
2. prepare proposal book.
3. QA/QC review.
4. incorporate QA/QC review comments.
5. preliminary submittal to the City. incorporate review comments.
6. final revisions for additional comments and updates to IDOT documents.

K. ESTIMATES

1. determine pay items and calculate quantities.
2. estimate construction cost.
3. estimate construction time.
4. QA/QC review.
5. incorporate QA/QC review comments.

6. preliminary submittal to the City. incorporate review comments.
K1. additional work effort is included under project element J8.
K2. additional work effort is included under project element J8.

L. BIDDING ASSISTANCE

1. Prepare and post electronic bid documents.
2. Prepare advertisement for bids.
3. Prepare and submit BLR 10100 & BLR 12310.
4. Evaluate prequalification of bidders.
5. Address bidder questions; issue clarifications and addenda.
6. Attend prebid meeting.
7. Attend bid opening.
8. Review bids and prepare tabulation of bids.
L1. The bid documents will be distributed electronically using Quest online bidding service. Paper copies will be available for viewing only.
L2. The project will have a local letting with advertising performed by the City.
L4. IDOT prequalification will be required for all bidders.
L6. The work effort assumes that a prebid meeting is not required.

M. ADMINISTRATION

1. project set-up and project work plan.
2. one meeting with the City and meeting minutes.
3. twelve months of general project administration.

Exhibit A

03/05/20

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A-5

Page 273 of 427

AVERAGE HOURLY PROJECT RATES

Exhibit A

FIRM Clark Dietz, Inc.
 PTB-ITEM# 0
 PRIME/SUPPLEMENT Prime

DATE 03/05/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Field Survey			Preliminary Structure Des			Hydraulic Analysis			Project Studies			Base Sheets		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Project Director	75.75	0.0																	
Sr. Project Manager	71.09	0.0																	
Project Mngr. / Sr. Engr.	60.67	30.0	4.88%	2.96	4	4.26%	2.58	2	4.00%	2.43				12	15.00%	9.10			
Project Mngr. / Proj. Engr.	52.81	262.0	42.60%	22.50	2	2.13%	1.12	32	64.00%	33.80	32	64.00%	33.80	32	40.00%	21.13			
Project Engineer	44.52	100.0	16.26%	7.24	40	42.55%	18.95	8	16.00%	7.12	18	36.00%	16.03	8	10.00%	4.45			
Engineer	38.29	0.0																	
Sr. Technician	39.02	223.0	36.26%	14.15	48	51.06%	19.92	8	16.00%	6.24				28	35.00%	13.66	12	100.00%	39.02
Technician	31.34	0.0																	
Administrative	28.93	0.0																	
		0.0																	
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TOTALS		615.0	100%	\$46.85	94.0	100.00%	\$42.57	50.0	100%	\$49.59	50.0	100%	\$49.83	80.0	100%	\$48.33	12.0	100%	\$39.02

Exhibit A

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Roadway Design			Utility Analysis			Roadway Plans			Strucutre Plans			Special Provisions			Estimates		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal/Project Director	75.75																		
Sr. Project Manager	71.09																		
Project Mngr. / Sr. Engr.	60.67							4	3.45%	2.09	4	6.25%	3.79	2	5.56%	3.37	2	10.53%	6.39
Project Mngr. / Proj. Engr.	52.81	6	37.50%	19.80	18	69.23%	36.56	40	34.48%	18.21	16	25.00%	13.20	24	66.67%	35.21	12	63.16%	33.36
Project Engineer	44.52										16	25.00%	11.13	10	27.78%	12.37			
Engineer	38.29																		
Sr. Technician	39.02	10	62.50%	24.39	8	30.77%	12.01	72	62.07%	24.22	28	43.75%	17.07				5	26.32%	10.27
Technician	31.34																		
Administrative	28.93																		
TOTALS		16.0	100%	\$44.19	26.0	100%	\$48.57	116.0	100%	\$44.52	64.0	100%	\$45.19	36.0	100%	\$50.95	19.0	100%	\$50.01

Exhibit A

Clark Dietz, Inc.

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Prime

03/05/20

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PAYROLL	AVG	Bidding			Administration														
CLASSIFICATION	HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Project Director	75.75																		
Sr. Project Manager	71.09																		
Project Mngr. / Sr. Engr.	60.67																		
Project Mngr. / Proj. Engr.	52.81	24	85.71%	45.27	24	100.00%	52.81												
Project Engineer	44.52																		
Engineer	38.29																		
Sr. Technician	39.02	4	14.29%	5.57															
Technician	31.34																		
Administrative	28.93																		
TOTALS		28.0	100%	\$50.84	24.0	100%	\$52.81	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	Clark Dietz, Inc.
City Project Name:	Meadlowlark Bridge Replacement
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 contract. 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

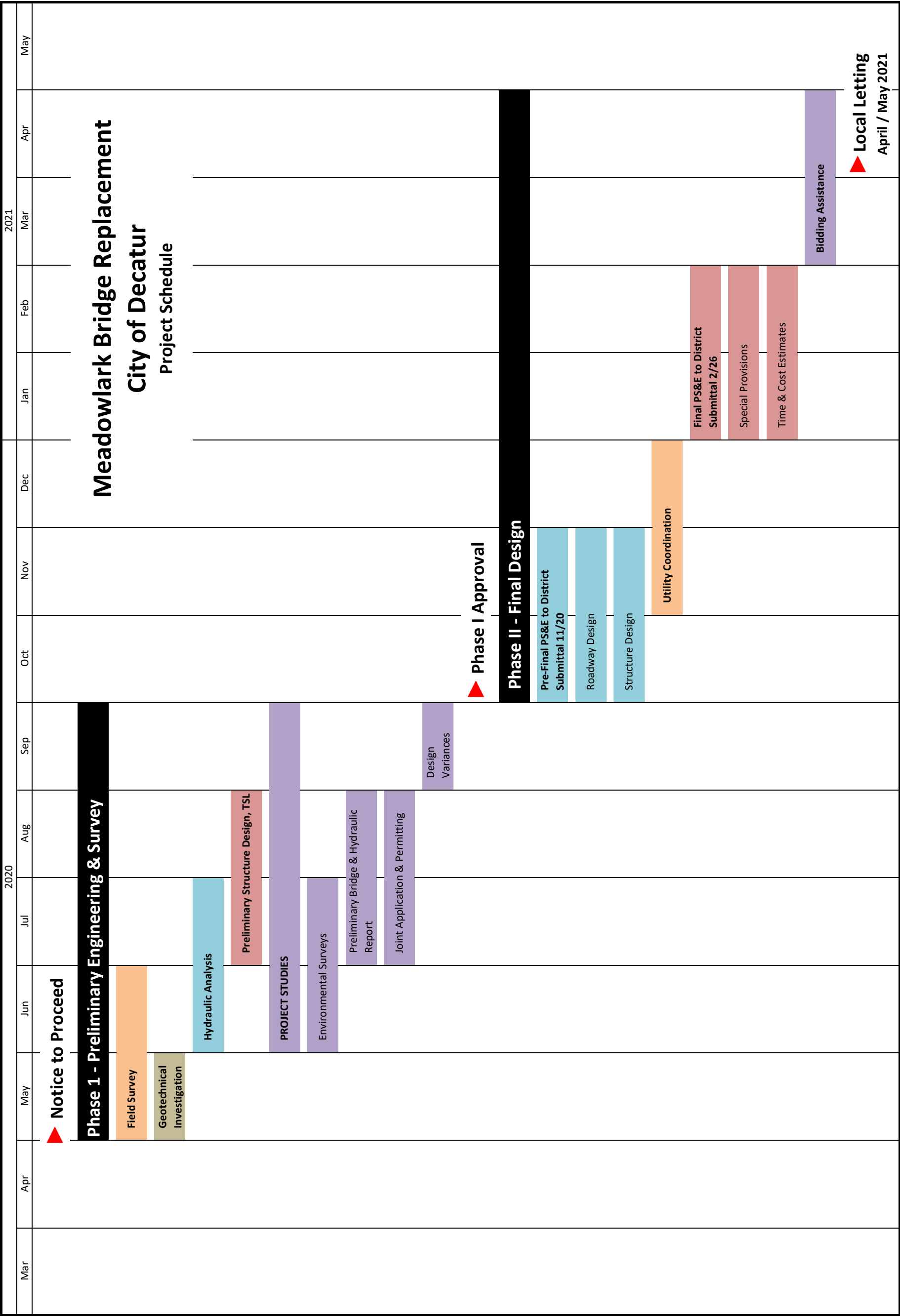
Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this _____ day of _____, 20____.





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

Change Order

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 contract \$ _____
 Amount of previous change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2020

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 and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito / Rachel Stein PHONE (A/C, No. Ext): 309-282-3903 FAX (A/C, No): 866-501-3945 E-MAIL ADDRESS: lbomarito@holmesmurphy.com														
INSURED Clark Dietz, Inc. 125 West Church Street Champaign, IL 61820		<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: TWIN CITY FIRE INS CO CO</td><td>29459</td></tr><tr><td>INSURER B: HARTFORD ACCIDENT & IND CO</td><td>22357</td></tr><tr><td>INSURER C: SENTINEL INS CO LTD</td><td>11000</td></tr><tr><td>INSURER D: XL SPECIALTY INS CO</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TWIN CITY FIRE INS CO CO	29459	INSURER B: HARTFORD ACCIDENT & IND CO	22357	INSURER C: SENTINEL INS CO LTD	11000	INSURER D: XL SPECIALTY INS CO	37885	INSURER E:		INSURER F:	
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INSURER D: XL SPECIALTY INS CO	37885															
INSURER E:																
INSURER F:																

COVERAGES**CERTIFICATE NUMBER: 58693034****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:			83SBWAC5936	11/01/19	11/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 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			83UEGZV4783	11/01/19	11/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			83SBWAC5936	11/01/19	11/01/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	83WEGAA6ZXX	11/01/19	11/01/20	☒ 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
D	Professional Liability Claims Made			DPR9950565	11/01/19	11/01/20	Each Claim 5,000,000 Aggregate 5,000,000

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

Project: Meadowlark Bridge Replacement

The City of Decatur and its officers and employees are named as additional insured parties as it pertains to the General Liability Insurance policy on a primary and non-contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur 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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EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this 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.

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF Illinois)
) ss.
 COUNTY OF Champaign)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Clark Dietz, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is _____.

B. CORPORATION

The State of Incorporation is Illinois

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Chip Craddock</u> Name	_____ Company Address, Principal Office
<u>125 W. Church Street</u> Address	_____ City, State, Zip
<u>Champaign, IL, 61820</u> City, State, Zip	_____ Telephone Facsimile
<u>217.373.8900</u> Telephone	_____ Website

The corporate officers are as follows:

President: see attached

Vice President: see attached

Secretary: see attached

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 Contract 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 contract except as listed on a separate attached sheet to this affidavit.

Clark Dietz Officers and Directors

Tuesday, February 25, 2020

3:01:46 PM

Clark Dietz, Inc.

Full Name	Corporate Title	Office Location
Board of Directors: No		
Mr. John M Farrar PLS	Vice President	Indianapolis
Mr. Michael D Farrar	Vice President	Indianapolis
Mr. Chester F Kochan PE	Vice President	Oakbrook Terrace
Mr. Hans J Peterson PE *	Senior Vice President	Indianapolis
Mr. Allen J Staron PE, M ASCE	Senior Vice President	Oakbrook Terrace
Board of Directors: Yes		
Mr. John I Boldt PE	Chairman of the Board	Kenosha
Mr. Charles E Craddock PE *	President / Chief Executive Officer	Champaign
Mr. Wesley E Christmas PE, ENV SP	Senior Vice President / Treasurer	New Albany
Mr. Mustafa Z Emir PhD, PE	Senior Vice President / Secretary	Milwaukee
Mr. Jon B Howaniec SHRM-CP	Vice President	Chicago
Mr. Kevin M Hetrick PE		Indianapolis
Ms. Stacie L Dovalovsky PE	Vice President	Oakbrook Terrace
Mr. Jerald T Payonk PE *	Executive Vice President	Champaign
Mrs. Tonia S Westphal PE, LEED AP		Wausau
Mr. Sean M Widener PE, PTOE	Vice President	Champaign

* Shareholders owning five percent (5%) or more stock

- 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

Sean M. Widener

Printed Name

Vice President

Title

SUBSCRIBED and SWORN to before me this 5th day of March, 2020.



Notary Public



Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: Meadlowlark Bridge Replacement		
Consulting Engineer: Clark Dietz, Inc.		
Classification	Minimum	Maximum
Principal / Project Director	75.00	75.00
Senior Project Manager	65.00	74.00
Project Manager / Senior Engineer	51.00	65.00
Project Manager / Project Engineer	48.25	57.70
Project Engineer	40.50	47.35
Engineer	36.00	42.75
Senior Technician	32.35	42.80
Technician	22.50	39.25
Clerical	16.50	45.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
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:

	Photo 1: Cracking and delamination along the west edge of Beam 2. 3/4" gap between Beams 1 and 2.
	Photo 2: Longitudinal crack along most of the beam length of Beam 1.
	Photo 3: 16" wide area delaminated in the south quarter of Beam 4. Part of it has popped out exposing a strand



Photo 4: Longitudinal crack with delaminated concrete along Beam 9. Rust stains around the crack.



Photo 5: Edge spalling along Beams 9 and 10. Multiple strands and stirrups exposed.



Photo 6: 5' x 1.5' Spall along the side of beam 11 with strands and stirrups exposed.



Photo 7: Concrete spall exposing timber pile and reinforcement.



Photo 8: View of one of the exposed timber piles showing some decay.

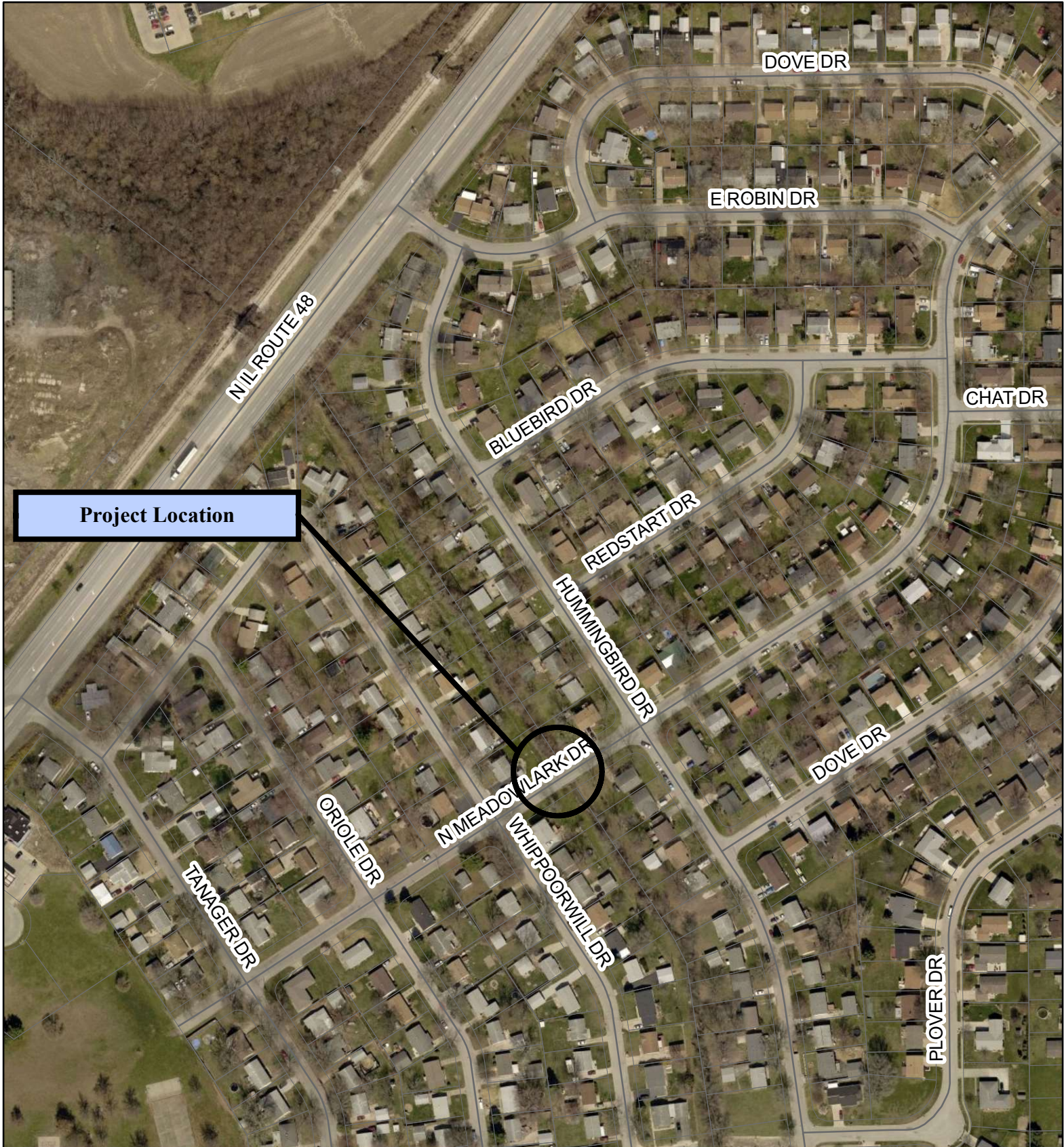


Photo 9: Longitudinal cracking through the wearing surface. Alligator cracking near the approach joints.

Meadowlark Bridge Replacement Project

Location Map

City Project 2020-02



Public Works

DATE: 3/10/2020

MEMO: 2020-60

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

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

SUMMARY RECOMMENDATION: Please see Council Memo 2020-60 and related attachments in regard to City Project 2019-40.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution Authorizing Change Order No. 1	Resolution Letter

**PUBLIC WORKS MEMORANDUM
NO. 2020-60**

DATE: March 10, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

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

SUMMARY RECOMMENDATION:

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

PAST COUNCIL ACTION:

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

BACKGROUND:

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

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

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

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

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

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

BUDGET/TIME IMPLICATIONS:

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

POTENTIAL OBJECTION:

None foreseen.

INPUT FROM OTHER SOURCES:

Hanson Professional Services

STAFF REFERENCE:

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

Attachments

CC: Jeff Tatarek, Hanson Professional Services

RESOLUTION NO. _____

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

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

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

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

PRESENTED and ADOPTED this 16th day of March 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Angela Harper, Deputy City Clerk



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

Change Order

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

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

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

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

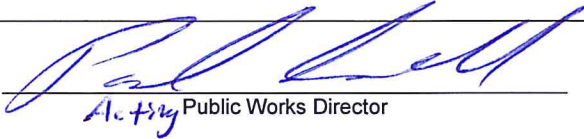
☒ addition
 Total net ☐ deduction to date \$ 171,206.00 which is 111.0 % of Contract Price

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

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

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

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

Recommended 
 Acting Public Works Director

3/10/2020
 Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

SCOPE OF WORK CHANGE ORDER NO. 1

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

Project Description:

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

Services:

I. Gate Evaluation

A. Hydraulic Cylinder Testing

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

B. Gate Inspection

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

C. Summary Report & Recommendations

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

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

JHF = John Henry Foster, Hydraulics

Global = Global Infrastructure; Diver

HANSON
Engineering | Planning | Allied Services

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

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

Page 301 of 427

South Gate = Cylinders 5 - 8

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

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

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



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

20-2006 Option #3

Assumptions & Clarifications:

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

Customer Acceptance _____

Date _____

Print Name and Title _____

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

James Rolette
Global Infrastructure LLC

President
4937 Wilshire Blvd. Country Club Hills IL 60478

jrolette@globalinfrastructure.com
219-924-6755



John Henry Foster

pneumatic and hydraulic equipment

www.jhf.com

4700 LeBourget Drive
St. Louis, MO 63134

Ph (314) 427-0600

Fax (314) 427-3502

*** THIS IS A QUOTE ***

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

Quoted to: Mark Certa

Account # C005518

Hanson Professional Services

1525 South 6Th Street
Springfield, IL 62703

Ship to

C002654

City Of Decatur

1155 S Martin Luther King Drive
Decatur, IL 62521

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

Review and place orders at www.jhf.com

Total

30,000.00

Public Works

DATE: 3/4/2020

MEMO: 2020-51

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Jim Getz, Police Chief
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid Price of Schimmer Ford Lincoln Hyundai for the Purchase of Six (6) 2020 Ford Explorer Interceptor Utility Vehicles.

SUMMARY RECOMMENDATION:

Staff recommends awarding a contract in the amount of \$320,969.40 to Schimmer Ford Lincoln Hyundai for six (6) 2020 Ford Explorer Interceptor Utility Vehicles. The bid amount includes the cost of the vehicle along with the Police Department required upfitting.

BACKGROUND:

The City of Decatur Police Department has requested six (6) new vehicles to replace three (3) Chevrolet Impalas and three (3) Ford Explorer Interceptor utility vehicles.

The vehicles being replaced are:

Unit 841 a 2015 Ford Explorer Interceptor with 104,809 miles.

Unit 842 a 2016 Ford Explorer Interceptor with 106,451 miles.

Unit 844 a 2016 Ford Explorer Interceptor with 100,542 miles.

Unit 864 a 2008 Chevrolet Impala with 70,829 miles.

Unit 871 a 2006 Chevrolet Impala with 83,885 miles.

Unit 882 a 2007 Chevrolet Impala with 106,632 miles.

The replacement vehicles are estimated to be delivered in 120 days.

Upfitting

The upfitting for the police vehicles includes all emergency lights and siren/speaker, prisoner cage, weapon mounting rack, equipment connections for the computer and camera systems, communication antennas, battery chargers for wireless microphones and necessary wiring and hardware as required for installation.

Computer Components

The City will need to acquire computers and cameras for the police vehicles around the time of the expected delivery in 3-4 months. It is estimated that these future costs will be about \$12,000 per vehicle and will be presented to Council at a future meeting.

DISPOSAL OF REPLACED UNITS: The above vehicles are being replaced due to age and condition and will be sold/auctioned.

PRIOR COUNCIL ACTION:

None

OTHER BIDDERS: Bob Ridings, Inc and Morrow Brothers Ford, Inc.

LEGAL REVIEW: There are no contracts for Legal to review.

POTENTIAL OBJECTIONS: There are no known objections

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote bid specifications based on Police Department requirements.

STAFF REFERENCE: Matthew Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt Newell will be in attendance to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY2020 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid Price of Schimmer Ford Lincoln Hyundai for the Purchase of Six (6) 2020 Ford Explorer Interceptor Utility Vehicles	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF SCHIMMER FORD LINCOLN
HYUNDAI FOR THE PURCHASE OF SIX (6) 2020 FORD EXPLORER
INTERCEPTOR UTILITY VEHICLES**

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

Section 1. That the bid received for six (6) 2020 Ford Explorer Interceptor Utility Vehicles, presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price of Schimmer Ford Lincoln Hyundai, in the amount of \$320,969.40 be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Schimmer Ford Lincoln Hyundai, for their bid price of \$320,969.40.

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 16th day of March 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Angela Harper, Deputy City Clerk

Project Name: Police Patrol Utility Vehicle				Schimmer Ford Lincoln Hyundai			Bob Ridings, Inc.			Morrow Brothers Ford, Inc.		
Project Number: PUR2020-02				Peru, IL			Taylorville, IL			Greenfield, IL		
Bid Date: February 12, 2020												
Time: 10:00 a.m.												
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total			
				2020 Ford		2020 Ford		2021 Ford				
				Police Utility		Police Interceptor		Police Interceptor				
				Interceptor		AWD		Utility AWD				
	Police Patrol Utility Vehicle	6		\$53,494.90	\$320,969.40	\$53,895.00	\$323,370.00	\$54,970.00	\$329,820.00			
TOTAL					\$320,969.40		\$323,370.00		\$329,820.00			

Community Development

DATE: 3/16/2020

MEMO: No. 20-11

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Richelle D. Irons, Interim Director of Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Weed Removal Contracts

BACKGROUND:

This is the fourth time the City has solicited bids to hire contractors to mow lots owned by the Macon County Trustee at various locations throughout the community. This is the first year bids included the mowing of City of Decatur owned property and privately owned property that has come into violation of Chapter 48, Section 8.

Staff accepted bids for removal of grass and weeds from lots owned by the Macon County Trustee and the City of Decatur to be maintained at or below 8" (eight inches) and for privately owned lots that have failed to comply with Chapter 48 Section 8 of the City Code of Decatur. The City is divided into 12 Districts with each District ranging from 50 to 88 lots.

Bid Specifications and Scope of Work are: The Contractor shall provide all labor, tools and equipment to cut weeds and grass from Macon County Trustee and City of Decatur owned lots (a lot is defined as having one Macon County tax identification number and specified in the official legal description, no other description is acceptable) in the City of Decatur. The Contractor will accept the responsibility of cutting weeds and grass cut to a height of less than three (3) inches and bushes and trees less than one and one-half (1 ½") inch in diameter cut and removed. The contract period shall be from the date of award through December 31, 2020.

The Contractor will be responsible for maintaining all Macon County Trustee and City of Decatur owned property within the awarded District beginning April 1 through October 30, 2020. The lots will not be allowed to grow in excess of eight inches (8") in height.

The City of Decatur will issue a work order on privately owned violation lots with each job assignment describing the work to be performed. The work order must be picked up within 24 hours after notification and completed within five (5) days after receipt. If, after five (5)

days, the work order has not been completed, the work order will be withdrawn and reissued to another mowing contractor. Failure to perform within five (5) days may be considered a default. The Contractor will be paid for each work order completed. The Contractor shall not complete the work if it does not match the description on the work order. The completed work orders shall be returned to the Neighborhood Inspections Division.

The Contractor will be responsible for placing any large materials and/or debris in a central location OR curbside for clean up by the City of Decatur. The Contractor will notify the Neighborhood Inspections Division, who will then initiate the appropriate process for removal.

This contract will be governed by the laws of the United States, the State of Illinois and the City of Decatur, Illinois.

STAFF REFERENCE: Any questions can be forwarded to Scot Wrighton at SWrighton@decaturil.gov or 217-424-2801, Richelle Irons at riron@decaturil.gov or 217-424-2864 or Susan Kretsinger at skretsinger@decaturil.gov or 217-424-2783.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Bid Summary	Backup Material

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-JANDI SERVICES-**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately owned violation lots which have been divided into 12 districts; and,

WHEREAS, Districts 2, 4, 5 and 6 were awarded to Jandi Services; and

WHEREAS, the services provided shall extend to December 31, 2020.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Jandi Services, upon receipt of invoice for said weed removal at violation lots at \$55 per mowing in Districts 2, 4, 5 and 6, for an estimated annual cost of \$24,200 (Twenty-four thousand two hundred dollars) and for the annual maintenance of District 2 at a cost of \$29,280 (Twenty-nine thousand two hundred eighty dollars); District 4 at a cost of \$33,600 (Thirty-three thousand six hundred dollars); District 5 at a cost of \$33,600 (Thirty-three thousand six hundred dollars); and, District 6 at a cost of \$24,480 (Twenty-four thousand four hundred eighty dollars).

PRESENTED AND ADOPTED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEPUTY CITY CLERK

2020 MOWING BIDS

CITY/MCT LOTS

DIST	1	2	3	4	5	6	7	8	9	10	11	12
NAME												
JANDI	27840.00	29280.00	42240.00	33600.00	33600.00	24480.00	26400.00	39840.00	40800.00	33120.00	37920.00	37440.00
AZUISH	27840.00	29280.00	42240.00	33600.00	33600.00	24480.00	26400.00	39840.00	40800.00	33120.00	37920.00	37440.00
TURNER			27720.00								24885.00	24570.00
NATURES	29475.00	31000.20	44721.60	35574.00	35574.00	25918.20	27951.00	42180.60	43197.00	35065.80	40147.80	39639.60
FRANZEN							13050.00					

	per lot
NAME	VIOLATION
JANDI	55.00
AZUISH	75.00
TURNER	45.00
NATURES	105.00
FRANZEN	40.00

SUBJECT: Resolution Authorizing Weed Removal Contract Azuish Enterprise LLC

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-AZUISH ENTERPRISE LLC-**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately owned violation lots which have been divided into 12 districts; and,

WHEREAS, Districts 1, 8, 9 and 10 were awarded to Azuish Enterprise LLC; and

WHEREAS, the services provided shall extend to December 31, 2020.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Azuish Enterprise LLC, upon receipt of invoice for said weed removal at violation lots at \$75 per mowing in Districts 1, 8, 9 and 10, for an estimated annual cost of \$33,000 (Thirty-three thousand dollars) and for the annual maintenance of District 1 at a cost of \$27,840 (Twenty-seven thousand eight hundred forty dollars); District 8 at a cost of \$39,840 (Thirty-nine thousand eight hundred forty dollars); District 9 at a cost of \$40,800 (Forty thousand eight hundred dollars); and, District 10 at a cost of \$33,120 (Thirty-three thousand one hundred twenty dollars).

PRESENTED AND ADOPTED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEPUTY CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract PhillipTurner

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-PHILLIP TURNER-**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately owned violation lots which have been divided into 12 districts; and,

WHEREAS, Districts 3, 11 and 12 were awarded to Phillip Turner; and

WHEREAS, the services provided shall extend to December 31, 2020.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Phillip Turner, upon receipt of invoice for said weed removal at violation lots at \$45 per mowing in Districts 3, 11 and 12, for an estimated annual cost of \$14,850 (Fourteen thousand eight hundred fifty dollars) and for the annual maintenance of District 3 at a cost of \$27,720 (Twenty-seven thousand seven hundred twenty dollars); District 11 at a cost of \$24,885 (Twenty-four thousand eight hundred eighty-five dollars); and, District 12 at a cost of \$24,570 (Twenty-four thousand five hundred seventy dollars).

PRESENTED AND ADOPTED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEPUTY CITY CLERK

SUBJECT: Resolution Authorizing Weed Removal Contract Brad Franzen

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING WEED REMOVAL CONTRACT
-BRAD FRANZEN-**

WHEREAS, the City of Decatur solicited bids to hire private contractors to provide weed removal and mowing services on lots owned by the Macon County Trustee, the City of Decatur and privately owned violation lots which have been divided into 12 districts; and,

WHEREAS, District 7 was awarded to Brad Franzen; and

WHEREAS, the services provided shall extend to December 31, 2020.

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

Section 1. That the City of Decatur, Illinois is hereby, authorized and directed to make payments to Brad Franzen, upon receipt of invoice for said weed removal at violation lots at \$40 per mowing in District 7, for an estimated annual cost of \$4,400 (Four thousand four hundred dollars) and for the annual maintenance of District 7 at a cost of \$13,050 (Thirteen thousand fifty dollars).

PRESENTED AND ADOPTED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEPUTY CITY CLERK

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-2333, 2305, 2251 Captain Ln, 2294, 2278, 2242, 2263 Wilcox Ln, 3424, 3409, 3373, 3355, 3331 Sullivan Dr

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2020-06	Cover Memo
Ordinance Annexing Territory Entirely Surrounded by the City Limits-2333, 2305, 2251 Captain Ln, 2294, 2278, 2242, 2263 Wilcox Ln, 3424, 3409, 3373, 3355, 3331 Sullivan Dr	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2020-06**

March 4, 2020

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: ANNEXATIONS-COMPLETELY SURROUNDED 60 ACRES OR LESS

RECOMMENDATION: On the Agenda are four separate ordinances annexing twenty total properties that are completely surrounded by City of Decatur boundaries and are sixty (60) acres or less. State statutes provide that property that is completely surrounded and sixty (60) acres or less in size may be annexed by the municipality that surrounds it.

On February 3, 2020, City Council passed Resolutions indicating the City's intent to annex these twenty properties at the March 16, 2020, Council Meeting and authorizing publication of notices in a local newspaper. These notices indicating the City's intent to annex the subject properties was published for all twenty properties on February 13, 2020. Statutory notices were also provided to the taxpayers of record, the owners, the appropriate Township, Fire Protection District, Public Library District, and County officials.

The annexation of these parcels is consistent with the policy previously articulated by the City Council: annex all surrounded parcels and those that are contiguous with a water service agreement in order to increase the census count and eliminate service islands.

Staff recommends approval of the Ordinances.

POTENTIAL OBJECTIONS: There are no known or expected objections, filed at the time of this report.

STAFF REFERENCE: Scot Wrighton, City Manager, at 424-2801.
Wendy Morthland, Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-CAPTAIN LANE, WILCOX LANE, SULLIVAN DRIVE-**

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit B.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit C and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK

LEGAL DESCRIPTION
-CAPTAIN LANE, WILCOX LANE, SULLIVAN DRIVE-

Tract A

Lot 49 – Wilcox Wayside Farms Addition. Commonly known as 2333 Captain Lane, PIN 04-12-05-304-013; and also,

Tract B

Lot 48 – Wilcox Wayside Farms Addition. Commonly known as 2305 Captain Lane, PIN 04-12-05-304-014; and also,

Tract C

Lot 47 – Wilcox Wayside Farms Addition. Commonly known as 2251 Captain Lane, PIN 04-12-05-304-015; and also,

Tract D

Lot 43 – Wilcox Wayside Farms Addition. Commonly known as 2294 Wilcox Lane, PIN 04-12-05-304-006; and also,

Tract E

Lot 44 – Wilcox Wayside Farms Addition. Commonly known as 2278 Wilcox Lane, PIN 04-12-05-304-007; and also,

Tract F

Lot 45 – Wilcox Wayside Farms Addition. Commonly known as 2242 Wilcox Lane, PIN 04-12-05-304-008; and also,

Tract G

Lot 31 – Wilcox Wayside Farms Addition. Commonly known as 2263 Wilcox Lane, PIN 04-12-05-303-007; and also,

Tract H

Lot 30 – Wilcox Wayside Farms Addition. Commonly known as 3424 Sullivan Drive, PIN 04-12-05-303-008; and also,

Tract I

Lot 28 – Wilcox Wayside Farms Addition. Commonly known as 3409 Sullivan Drive, PIN 04-12-05-306-002; and also,

Tract J

Lot 27 – Wilcox Wayside Farms Addition. Commonly known as 3373 Sullivan Drive, PIN 04-12-05-306-003; and also,

Tract K

Lot 26 – Wilcox Wayside Farms Addition. Commonly known as 3355 Sullivan Drive, PIN 04-12-05-306-004; and also,

EXHIBIT A

Tract L

Lot 25 – Wilcox Wayside Farms Addition. Commonly known as 3331 Sullivan Drive,
PIN 04-12-05-306-005.

AFFIDAVIT OF NOTICE OF INTENT TO TAXPAYERS

STATE OF ILLINOIS)
)
COUNTY OF MACON)

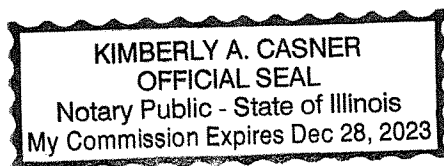
Kelly Geisler states that notice to the taxpayers of record was given of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by serving a notice by certified mail, postage paid, or by personal service to the names and addresses set forth below. The notices were mailed or served more than fifteen (15) days prior to March 16, 2020, the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

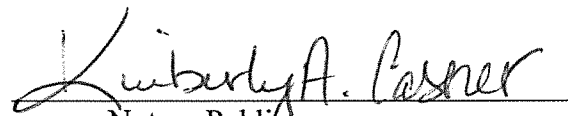
Toby Short, 2333 Captain Lane, Decatur, IL 62526
Toby Short, c/o Hickory Point Bank & Trust, P.O. Box 2548, Decatur, IL 62525-2548
James E. & Rosemary Tackaberry, 2305 Captain Lane, Decatur, IL 62526
Kevin T. Schollenbruch, 2251 Captain Lane, Decatur, IL 62526
Kevin T. & Lisa K. Schollenbruch, c/o Dewitt Savings Bank, P.O. Box 458, Clinton, IL 61727
Paula Blankenship, 3492 West Street Road, Decatur, IL 62526
Paula Blankenship, 2294 Wilcox Lane, Decatur, IL 62526
Jody Lee Bright, 2278 Wilcox Lane, Decatur, IL 62526
Kevin E Woodruff, 3883 Catherine Street, Decatur, IL 62526
Nazmi & Alba Bajrami, 2263 Wilcox Lane, Decatur, IL 62526
Bobby L. Jarrett, 3424 Sullivan Drive, Decatur, IL 62526
Steven A. Smith, 3409 Sullivan Drive, Decatur, IL 62526
Michael D. & Harla J. Reagan, 3373 Sullivan Drive, Decatur, IL 62526
Michael S. & Erin K. Hadden, 3355 Sullivan Drive, Decatur, IL 62526
Michael S. & Erin K. Hadden, c/o Prairie State Bank & Trust, 2653 West Lawrence Avenue,
Springfield, IL 62704-1289
Donald W. Curry & Mary A. Curry, 3331 Sullivan Drive, Decatur, IL 62526



Kelly Geisler

Subscribed and sworn to before me this 4th day of March, 2020.





Notary Public

EXHIBIT B

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Decatur Township, the Harristown Fire Protection District, the Barclay Public Library District and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Decatur Township Trustees, the Decatur Township Supervisor, the Decatur Township Clerk and the Decatur Township Commissioner of Highways, the Trustees of the Harristown Fire Protection District, the Trustees of the Barclay Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below, on the 7th day of February, and to the Director of the Barclay Public Library District, as set forth below, on the 24th day of February. All notices were mailed by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

DECATUR TOWNSHIP:

Ada B. Owens, Township Clerk, 603 E. Condit St., Decatur, IL 62521
Gary Brennan, Township Highway Commissioner, 1422 E. Prairie St., Decatur, IL 62521
Lisa M. Stanley, Township Supervisor, 1070 N. Dunham Ave., Decatur, IL 62522-1508
Vicki Sheets, Township Assessor, 2227 S. Franklin Street Rd., Decatur, IL 62521
Lori Randle, Trustee, 135 S. Glencoe Ave., Decatur, IL 62522
Amy Nixon Rueff, Trustee, 17 Hill Park, Decatur, IL 62521
David Chumbley, Trustee, 213 N. Westlawn Ave., Decatur, IL 62522
Michael G. Smith, Trustee, 997 W. Packard St., Decatur, IL 62522
Jeffrey R. Jurgens, Attorney at Law, Sorling Northrup, 1 North Old State Capitol Plaza,
Springfield, IL 62705

HARRISTOWN FIRE PROTECTION DISTRICT:

J. Steven Gambrill, 396 N. Sunnyside Rd., Decatur, IL 62522
Craig Jones, 5580 Union School Rd., Decatur, IL 62522
Doris Mabry, 5202 Harristown Blvd., Decatur, IL 62522
Sidney Duffer, 3963 W. Center St., Decatur, IL 62526
Darrel F. Parish, 429 Millikin Court, 132 S. Water St., Decatur, IL 62523

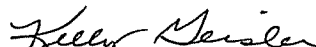
BARCLAY PUBLIC LIBRARY DISTRICT:

Rita Ham, 4540 Needle Rd., Decatur, IL 62526
Laura Philips, 5 Michelle Dr., Warrensburg, IL 62573
Kay Mason, 610 E. Fourth St., Latham, IL 62543
Susan Edie, 222 E. North St., Warrensburg, IL 62573

Jean Munson, 2140 W. Hickory Point Rd., Decatur, IL 62526
Maria Dent, 190 Hickory Point Ct., Forsyth, IL 62535
Jenny DiMauro, 30 Hickory Point Ct., Forsyth, IL 62535
Michelle Sawicki, Director, 220 S. Main St., Warrensburg, IL 62573
Ed Flynn, Attorney at Law, 101 S. State St., Ste. 240, Decatur, IL 62523

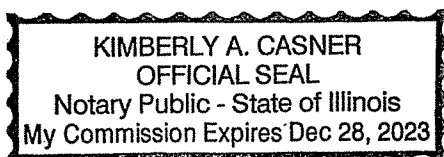
MACON COUNTY BOARD:

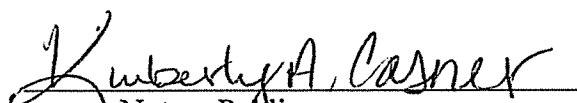
Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
Patricia Dawson, 3459 Plover Dr., Decatur, IL 62526
David M. Drobisch, 66 Green Oak Dr., Decatur, IL 62526
James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
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Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 24th day of February, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 74151

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

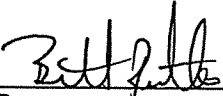
Section: Legals

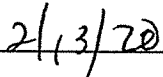
Category: 0991 Legal Inside

PUBLISHED ON: 02/13/2020

TOTAL AD COST: 160.60

FILED ON: 2/13/2020


By _____


Date _____

*** Proof of Publication ***

74151
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on March 16, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 12 tracts of property totaling approximately 5.58 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A
Lot 49 — Wilcox Wayside Farms Addition. Commonly known as 2333 Captain Lane, PIN 04-12-05-304-013; and also,

Tract B
Lot 48 — Wilcox Wayside Farms Addition. Commonly known as 2305 Captain Lane, PIN 04-12-05-304-014; and also,

Tract C
Lot 47 — Wilcox Wayside Farms Addition. Commonly known as 2251 Captain Lane, PIN 04-12-05-304-015; and also,

Tract D
Lot 43 — Wilcox Wayside Farms Addition. Commonly known as 2294 Wilcox Lane, PIN 04-12-05-304-006; and also,

Tract E
Lot 44 — Wilcox Wayside Farms Addition. Commonly known as 2278 Wilcox Lane, PIN 04-12-05-304-007; and also,

Tract F
Lot 45 — Wilcox Wayside Farms Addition. Commonly known as 2242 Wilcox Lane, PIN 04-12-05-304-008; and also,

Tract G
Lot 31 — Wilcox Wayside Farms Addition. Commonly known as 2263 Wilcox Lane, PIN 04-12-05-303-007; and also,

Tract H
Lot 30 — Wilcox Wayside Farms Addition. Commonly known as 3424 Sullivan Drive, PIN 04-12-05-303-008; and also,

Tract I
Lot 28 — Wilcox Wayside Farms Addition. Commonly known as 3409 Sullivan Drive, PIN 04-12-05-306-002; and also,

Tract J
Lot 27 — Wilcox Wayside Farms Addition. Commonly known as 3373 Sullivan Drive, PIN 04-12-05-306-003; and also,

Tract K
Lot 26 — Wilcox Wayside Farms Addition. Commonly

***** Proof of Publication *****

Farms Addition. Commonly
known as 3355 Sullivan Drive,
PIN 04-12-05-306-004; and
also,

Tract L
Lot 25 - Wilcox Wayside
Farms Addition. Commonly
known as 3331 Sullivan Drive,
PIN 04-12-05-306-005.

DATED this 3rd day of Febru-
ary, 2020.

Angela Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

Page 332 of 427

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-2324
Dunes Dr

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-2324 Dunes Dr	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-2324 DUNES DRIVE-**

WHEREAS, certain unincorporated territory described as follows:

Lot 13 Huston Forest Acres; and,

is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit A.

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

Section 1. That the annexation of said territory described territory described as follows:

Lot 13 Huston Forest Acres; and,

along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK

AFFIDAVIT OF NOTICE OF INTENT TO TAXPAYERS

STATE OF ILLINOIS)
)
COUNTY OF MACON)

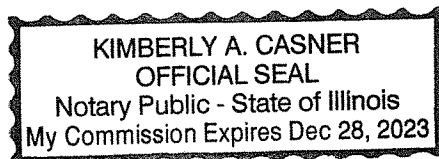
Kelly Geisler states that notice to the taxpayers of record was given of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by serving a notice by certified mail, postage paid, or by personal service to the names and addresses set forth below. The notices were mailed or served more than fifteen (15) days prior to March 16, 2020, the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

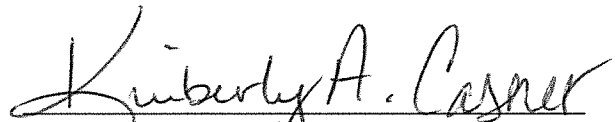
Ryan D. & Tera L. Cook, 2324 Dunes Drive, Decatur, IL 62526
Ryan D. Cook, c/o Wells Fargo Home Mortgage, 1 Home Campus MAC Y2302-04D, Des
Moines, IA 50328-0001



Kelly Geisler

Subscribed and sworn to before me this 4th day of March, 2020.





Notary Public

EXHIBIT A

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Decatur Township, the Harristown Fire Protection District, the Barclay Public Library District and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Decatur Township Trustees, the Decatur Township Supervisor, the Decatur Township Clerk and the Decatur Township Commissioner of Highways, the Trustees of the Harristown Fire Protection District, the Trustees of the Barclay Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below, on the 7th day of February, and to the Director of the Barclay Public Library District, as set forth below, on the 24th day of February. All notices were mailed by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

HICKORY POINT TOWNSHIP:

Eugene A. Garver, 1225 W. Ash Ave., Decatur, IL 62526
William R. Booker, 4681 N. Taylor Ave., Decatur, IL 62526
Brian T. Hickey, 4160 McClain Dr., Decatur, IL 62526
Brandon E. Janvrin, 429 S. Washington St., Forsyth, IL 62535
Kevin L. Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
John F. Piraino, 520 W. Buckingham Dr., Decatur, IL 62526
Steven L. Hamilton, 445 Southampton Dr., Decatur, IL 62526
James V. Dubbelde, 4091 N. Sunderland Dr., Decatur, IL 62526
Hughes, Tenney & Postlewait LLC, Attorney Carl Tenney, 240 S. Main St., Suite 200, Decatur, IL 62523

WARRENSBURG FIRE PROTECTION DISTRICT:

Keith Hackl, 447 S. Main St., Warrensburg, IL 62573
Cindy Hundley, 217 N. Durfee St., Warrensburg, IL 62573
Chris Wentworth, 4798 Wise Rd., Warrensburg, IL 62573
Kirk Riley, 335 E. Warren St., Warrensburg, IL 62573
Darrel F. Parish, Attorney at Law, Suite 429 Millikin Court, 132 S. Water St., Decatur, IL 62523

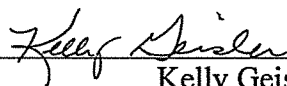
BARCLAY PUBLIC LIBRARY DISTRICT:

Rita Ham, 4540 Needle Rd., Decatur, IL 62526
Laura Philips, 5 Michelle Dr., Warrensburg, IL 62573
Kay Mason, 610 E. Fourth St., Latham, IL 62543
Susan Edie, 222 E. North St., Warrensburg, IL 62573
Jean Munson, 2140 W. Hickory Point Rd., Decatur, IL 62526
Maria Dent, 190 Hickory Point Ct., Forsyth, IL 62535
Jenny DiMauro, 30 Hickory Point Ct., Forsyth, IL 62535

Michelle Sawicki, Director, 220 S. Main St., Warrensburg, IL 62573
Ed Flynn, Attorney at Law, 101 S. State St., Ste. 240, Decatur, IL 62523

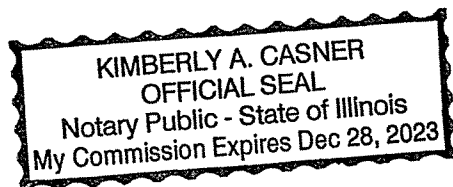
MACON COUNTY BOARD:

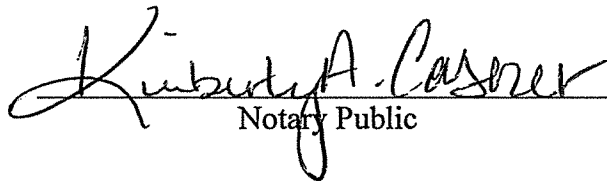
Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
Patricia Dawson, 3459 Plover Dr., Decatur, IL 62526
David M. Drobisch, 66 Green Oak Dr., Decatur, IL 62526
James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
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William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 24th day of February, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 74156

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

74156
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on March 16, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 1 tract of property totaling approximately 0.48 acre and being more commonly known as 2324 Dunes Drive (PIN 07-07-32-426-005), is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Lot 13 Huston Forest Acres.

DATED this 3rd day of February, 2020.

Angela Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

Section: Legals

Category: 0991 Legal Inside

PUBLISHED ON: 02/13/2020

TOTAL AD COST: 54.02

FILED ON: 2/13/2020

By 

Date 2/13/20

HICKORY POINT township



DATE:

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-3338, 3335, 3345 Desert Inn Rd, 2233, 2221 Sands Dr

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-3338, 3335, 3345 Desert Inn Rd, 2233, 2221 Sands Dr	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-LAS VEGAS DRIVE, DESERT INN ROAD, SANDS DRIVE-**

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit B.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit C and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK

LEGAL DESCRIPTION
-LAS VEGAS DRIVE, DESERT INN ROAD, SANDS DRIVE-

Tract A

Huston Forest Acres Lot 57. Commonly known as 3338 Las Vegas Drive, PIN 07-07-32-430-003; and also,

Tract B

Lot 58 Huston Forest Acres. Commonly known as 3335 Desert Inn Road, PIN 07-07-32-430-008; and also,

Tract C

Huston Forest Acres Lot 59. Commonly known as 3345 Desert Inn Road, PIN 07-07-32-430-007; and also,

Tract D

Lot 62 Huston Forest Acres. Commonly known as 2233 Sands Drive, PIN 07-07-32-430-006; and also,

Tract E

Lot 74 Huston Forest Acres. Commonly known as 2221 Sands Drive, PIN 07-07-32-427-001.

EXHIBIT A

AFFIDAVIT OF NOTICE OF INTENT TO TAXPAYERS

STATE OF ILLINOIS)
)
COUNTY OF MACON)

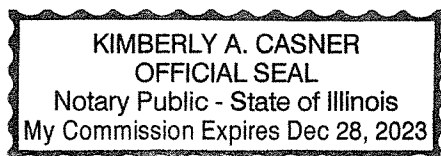
Kelly Geisler states that notice to the taxpayers of record was given of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by serving a notice by certified mail, postage paid, or by personal service to the names and addresses set forth below. The notices were mailed or served more than fifteen (15) days prior to March 16, 2020, the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

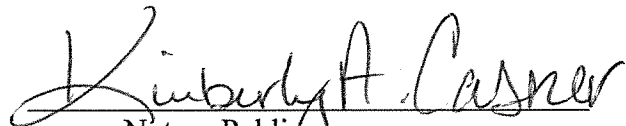
Julie R. Finke, 3338 Las Vegas Drive, Decatur, IL 62526
Thomas E. Jr. & Patricia A. Bryant, 3335 Desert Inn Road, Decatur, IL 62526
Jack A. & Lesa Woodruff, 3345 Desert Inn Road, Decatur, IL 62526
Terry D. & Cathy A. Rhodes, 1910 North Sunnyside Road, Decatur, IL 62526
John E. & Mary V. Wainwright, 2221 Sands Drive, Decatur, IL 62526



Kelly Geisler

Subscribed and sworn to before me this 4th day of March, 2020.





Notary Public

EXHIBIT B

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Decatur Township, the Harristown Fire Protection District, the Barclay Public Library District and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Decatur Township Trustees, the Decatur Township Supervisor, the Decatur Township Clerk and the Decatur Township Commissioner of Highways, the Trustees of the Harristown Fire Protection District, the Trustees of the Barclay Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below, on the 7th day of February, and to the Director of the Barclay Public Library District, as set forth below, on the 24th day of February. All notices were mailed by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

HICKORY POINT TOWNSHIP:

Eugene A. Garver, 1225 W. Ash Ave., Decatur, IL 62526
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Brian T. Hickey, 4160 McClain Dr., Decatur, IL 62526
Brandon E. Janvrin, 429 S. Washington St., Forsyth, IL 62535
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Steven L. Hamilton, 445 Southampton Dr., Decatur, IL 62526
James V. Dubbelde, 4091 N. Sunderland Dr., Decatur, IL 62526
Hughes, Tenney & Postlewait LLC, Attorney Carl Tenney, 240 S. Main St., Suite 200, Decatur, IL 62523

WARRENSBURG FIRE PROTECTION DISTRICT:

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Cindy Hundley, 217 N. Durfee St., Warrensburg, IL 62573
Chris Wentworth, 4798 Wise Rd., Warrensburg, IL 62573
Kirk Riley, 335 E. Warren St., Warrensburg, IL 62573
Darrel F. Parish, Attorney at Law, Suite 429 Millikin Court, 132 S. Water St., Decatur, IL 62523

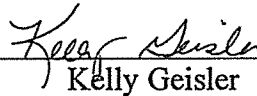
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Susan Edie, 222 E. North St., Warrensburg, IL 62573

Jean Munson, 2140 W. Hickory Point Rd., Decatur, IL 62526
Maria Dent, 190 Hickory Point Ct., Forsyth, IL 62535
Jenny DiMauro, 30 Hickory Point Ct., Forsyth, IL 62535
Michelle Sawicki, Director, 220 S. Main St., Warrensburg, IL 62573
Ed Flynn, Attorney at Law, 101 S. State St., Ste. 240, Decatur, IL 62523

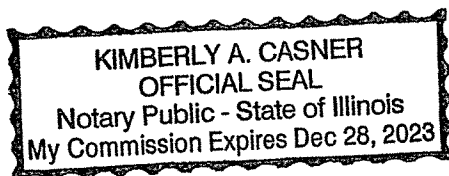
MACON COUNTY BOARD:

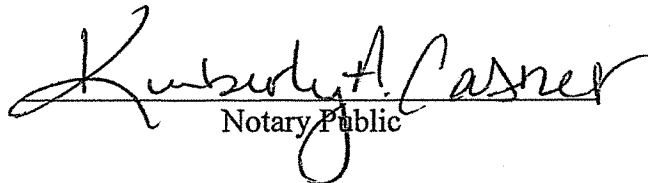
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Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522
Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 24th day of February, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 74152

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

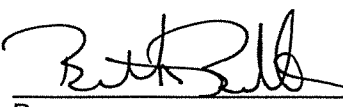
Section: Legals

Category: 0991 Legal Inside

PUBLISHED ON: 02/13/2020

TOTAL AD COST: 89.06

FILED ON: 2/13/2020

By 

Date 2/13/20

74152
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5%-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on March 16, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 5 tracts of property totaling approximately 2.33 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A
Huston Forest Acres Lot 57.
Commonly known as 3338 Las Vegas Drive, PIN 07-07-32-430-003; and also,

Tract B
Lot 58 Huston Forest Acres.
Commonly known as 3335 Desert Inn Road, PIN 07-07-32-430-008; and also,

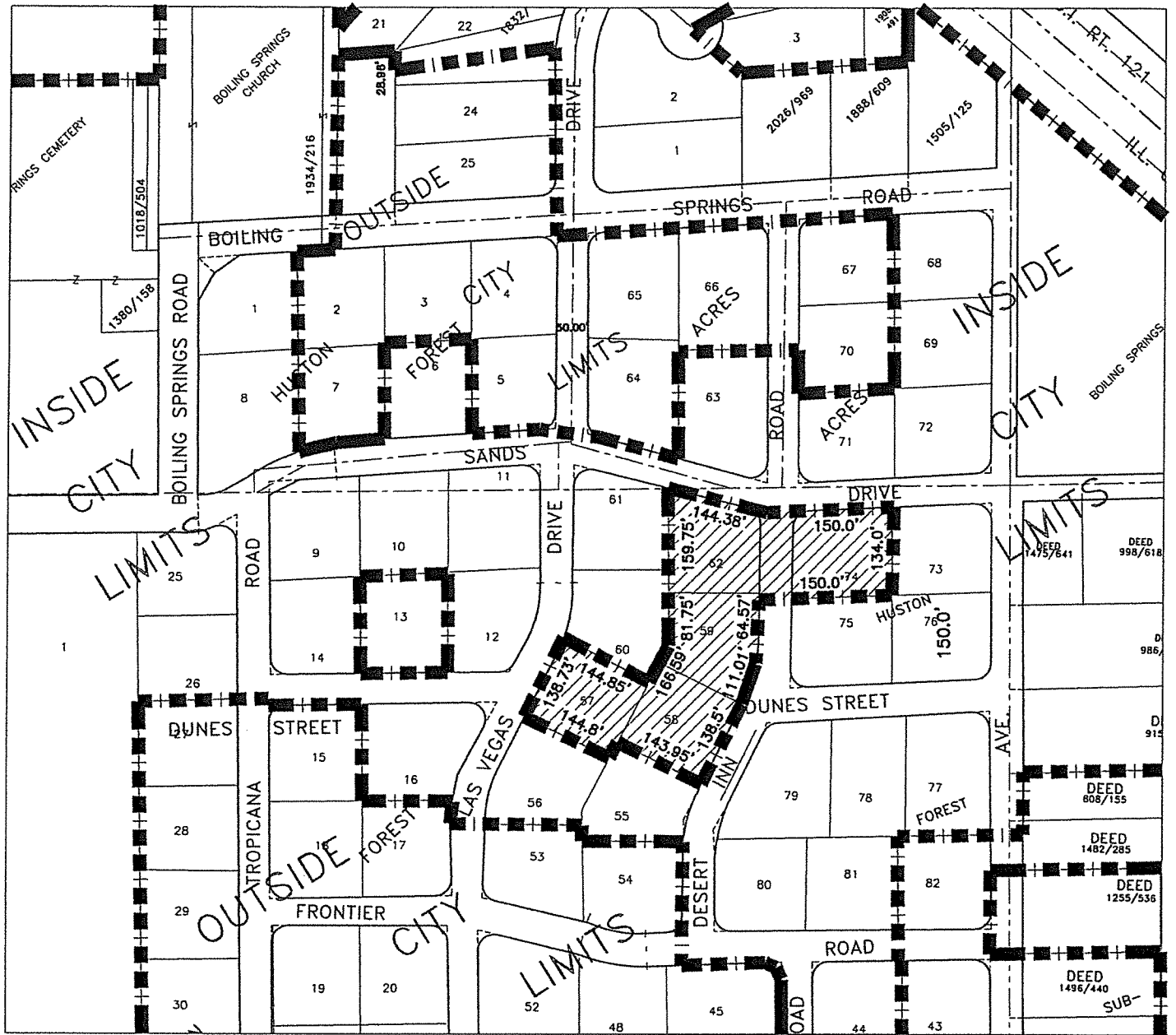
Tract C
Huston Forest Acres Lot 59.
Commonly known as 3345 Desert Inn Road, PIN 07-07-32-430-007; and also,

Tract D
Lot 62 Huston Forest Acres.
Commonly known as 2233 Sands Drive, PIN 07-07-32-430-006; and also,

Tract E
Lot 74 Huston Forest Acres.
Commonly known as 2221 Sands Drive, PIN 07-07-32-427-001.

DATED this 3rd day of February, 2020.

Angela Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
SE 32-17-2 A Plat (5 Tracts)



indicates territory annexed

indicates existing corporate limits

2.33± acres

AREA 0.0036± sq. miles

134.0± lin. ft. of public road

HICKORY POINT township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-4115, 4116 N Doneta Ave (AKA 4115, 4116 Doneta Ave)

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-4115, 4116 N Doneta Ave (AKA 4115, 4116 Doneta Ave)	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-4115 NORTH DONETA AVENUE AKA 4115 DONETA AVENUE-
-4116 NORTH DONETTA AVENUE AKA 4116 DONETA AVENUE-**

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit B.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit C and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK

LEGAL DESCRIPTION

-4115 NORTH DONETA AVENUE AKA 4115 DONETA AVENUE-
-4116 NORTH DONETTA AVENUE AKA 4116 DONETA AVENUE-

Tract A

Lot 9 Coopers 2nd Subdivision. Commonly known as 4115 North Doneta Avenue (AKA 4115 Doneta Avenue), PIN 07-07-28-303-005; and also,

Tract B

Lot 4 Coopers 2nd Subdivision. Commonly known as 4116 North Doneta Avenue (AKA 4116 Doneta Avenue), PIN 07-07-28-329-002.

EXHIBIT A

AFFIDAVIT OF NOTICE OF INTENT TO TAXPAYERS

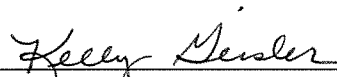
STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that notice to the taxpayers of record was given of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by serving a notice by certified mail, postage paid, or by personal service to the names and addresses set forth below. The notices were mailed or served more than fifteen (15) days prior to March 16, 2020, the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

John B. Kraft, 4115 Doneta Avenue, Decatur, IL 62526

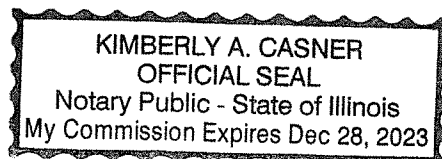
John B. Kraft, c/o Wells Fargo Home Mtg., 1 Home Campus Mac y2302-04 D, Des Moines, IA
50328-0001

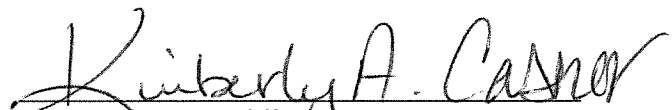
Richard G. Jr. & Debra Kay Tucker, 4116 Doneta Avenue, Decatur, IL 62526



Kelly Geisler

Subscribed and sworn to before me this 4th day of March, 2020.





Notary Public

EXHIBIT B

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Decatur Township, the Harristown Fire Protection District, the Barclay Public Library District and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Decatur Township Trustees, the Decatur Township Supervisor, the Decatur Township Clerk and the Decatur Township Commissioner of Highways, the Trustees of the Harristown Fire Protection District, the Trustees of the Barclay Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below, on the 7th day of February, and to the Director of the Barclay Public Library District, as set forth below, on the 4th day of March. All notices were mailed by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

HICKORY POINT TOWNSHIP:

Eugene A. Garver, 1225 W. Ash Ave., Decatur, IL 62526
William R. Booker, 4681 N. Taylor Ave., Decatur, IL 62526
Brian T. Hickey, 4160 McClain Dr., Decatur, IL 62526
Brandon E. Janvrin, 429 S. Washington St., Forsyth, IL 62535
Kevin L. Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
John F. Piraino, 520 W. Buckingham Dr., Decatur, IL 62526
Steven L. Hamilton, 445 Southampton Dr., Decatur, IL 62526
James V. Dubbelde, 4091 N. Sunderland Dr., Decatur, IL 62526
Hughes, Tenney & Postlewait LLC, Attorney Carl Tenney, 240 S. Main St., Suite 200, Decatur, IL 62523

WARRENSBURG FIRE PROTECTION DISTRICT:

Keith Hackl, 447 S. Main St., Warrensburg, IL 62573
Cindy Hundley, 217 N. Durfee St., Warrensburg, IL 62573
Chris Wentworth, 4798 Wise Rd., Warrensburg, IL 62573
Kirk Riley, 335 E. Warren St., Warrensburg, IL 62573
Darrel F. Parish, Attorney at Law, Suite 429 Millikin Court, 132 S. Water St., Decatur, IL 62523

BARCLAY PUBLIC LIBRARY DISTRICT:

Rita Ham, 4540 Needle Rd., Decatur, IL 62526
Laura Philips, 5 Michelle Dr., Warrensburg, IL 62573
Kay Mason, 610 E. Fourth St., Latham, IL 62543
Susan Edie, 222 E. North St., Warrensburg, IL 62573

Jean Munson, 2140 W. Hickory Point Rd., Decatur, IL 62526
Maria Dent, 190 Hickory Point Ct., Forsyth, IL 62535
Jenny DiMauro, 30 Hickory Point Ct., Forsyth, IL 62535
Michelle Sawicki, Director, 220 S. Main St., Warrensburg, IL 62573
Ed Flynn, Attorney at Law, 101 S. State St., Ste. 240, Decatur, IL 62523

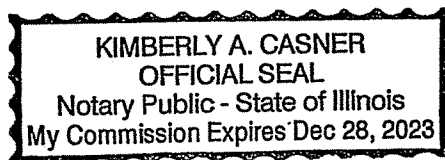
MACON COUNTY BOARD:

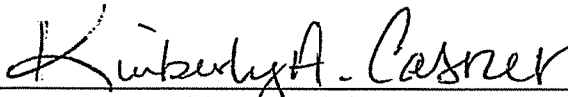
Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
Patricia Dawson, 3459 Plover Dr., Decatur, IL 62526
David M. Drobisch, 66 Green Oak Dr., Decatur, IL 62526
James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522
Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 4th day of March, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 74153

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

74153
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on March 16, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 2 tracts of property totaling approximately 0.92 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A
Lot 9 Coopers 2nd Subdivision.
Commonly known as 4115
North Doneta Avenue (AKA
4115 Doneta Avenue), PIN
07-07-28-303-005; and also,

Tract B
Lot 4 Coopers 2nd Subdivision.
Commonly known as 4116
North Doneta Avenue (AKA
4116 Doneta Avenue), PIN
07-07-28-329-002.

DATED this 3rd day of February, 2020.

Angela Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

Section: Legals

Category: 0991 Legal Inside

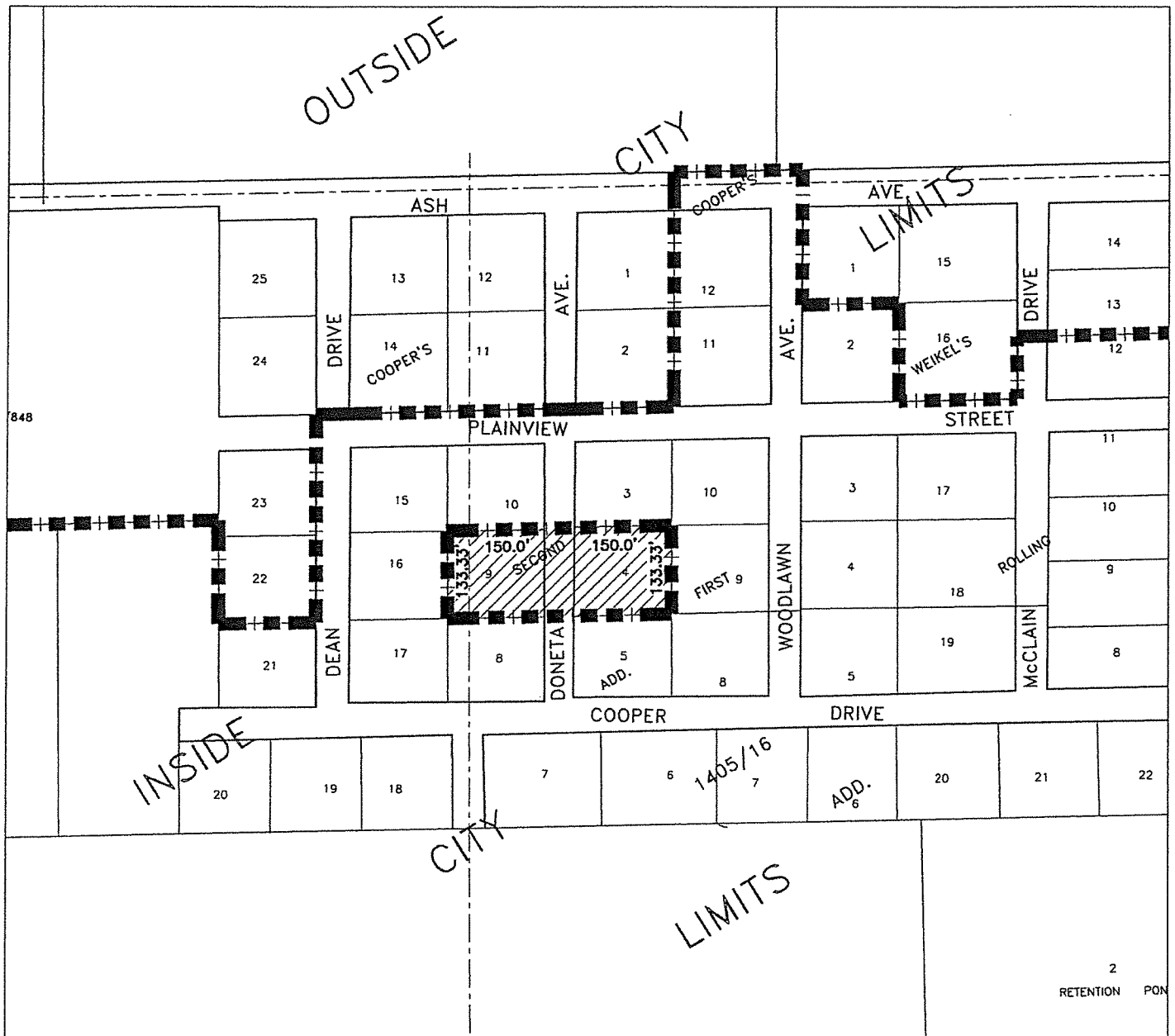
PUBLISHED ON: 02/13/2020

TOTAL AD COST: 67.16

FILED ON: 2/13/2020

By

Date



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
SW 28-17-2 Plat (2 Tracts)



indicates territory annexed

indicates existing corporate limits

0.92± acres

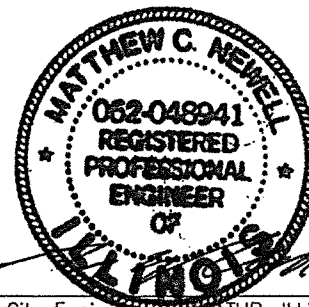
AREA 0.0014± sq. miles

133.33± lin. ft. of public road

HICKORY POINT township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

City Clerk

DATE: 3/4/2020

MEMO: 2020-05

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Regarding Temporary Closure of Certain Downtown Sidewalks -
Decatur Celebration

SUMMARY RECOMMENDATION: For the last three years, the Decatur Celebration was fenced and admission was charged as a way to provide the financial support necessary to fund the event going forward. This resolution, if approved, would facilitate the organization's ability to do so for a fourth year. A map showing the proposed locations of closures is attached.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2020-_____

**RESOLUTION REGARDING TEMPORARY
CLOSURE OF CERTAIN DOWNTOWN SIDEWALKS
-DECATUR CELEBRATION-**

WHEREAS, the City Council recognizes the many benefits, economic and other, that the annual Decatur Celebration brings to the City of Decatur and surrounding area; and,

WHEREAS, there is substantial public interest in supporting, financially and otherwise, the Decatur Celebration; and,

WHEREAS, there is substantial public benefit in supporting, financially and otherwise, the Decatur Celebration; and,

WHEREAS, the City Council recognizes that the temporary closure of certain downtown sidewalks for the Decatur Celebration will substantially benefit the Decatur Celebration and serve the public interest; and,

WHEREAS, the City of Decatur's downtown public sidewalks serve legitimate public interests including pedestrian travel and access to public and private property, including for business, employment, and recreational purposes; and,

WHEREAS, temporarily closing certain downtown sidewalks to all but paid attendees of the Celebration, downtown residents, and persons legitimately engaged in employment and/or business activities downtown will substantially benefit the Decatur Celebration; and,

WHEREAS, temporarily closing certain downtown sidewalks to all but paid attendees of the Celebration, downtown residents, and persons legitimately engaged in employment and/or business activities downtown will not unreasonably infringe upon other's rights to enjoy the said sidewalks, access public or private property, or engage in protected speech; and,

WHEREAS, temporarily closing certain downtown sidewalks to all but paid attendees of the Celebration, downtown residents, and persons legitimately engaged in employment and/or business activities downtown is a legitimate exercise of municipal authority:

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

Section 1. Those portions of the City of Decatur downtown sidewalks located within the "footprint" of the Decatur Celebration, as identified on the attached Exhibit "A", shall be temporarily closed from 4:00 A.M. on Friday, August 7, 2020, through 2:00 A.M. on Monday, August 10, 2020, to all but the following persons:

1. Paid attendees of the Decatur Celebration, and

2. Persons legitimately engaged in employment activities upon businesses located and operating within the said “footprint”, but only while engaged in business activities, and
3. Persons legitimately engaged in patronizing businesses located within, operating, and open for business within the said “footprint,” but only for the limited purpose of patronizing said businesses, and only so long as necessary to patronize said businesses, and
4. Downtown residents, and
5. Persons authorized in writing by the Executive Director of the Decatur Celebration, and
6. Authorized employees of the City of Decatur,
7. On-duty public safety officers, including police and fire personnel,
8. On-duty emergency services providers, including EMT, Ambulance, and any other medical care providers responding to an actual medical emergency within the “footprint”

Section 2. That the temporary closure shall be in compliance with the terms and conditions set forth in Exhibit “B.”

Section 3. The Hold Harmless and Indemnity Agreement, attached as Exhibit “C”, shall be entered into as a condition of the closure of the sidewalks.

PRESENTED AND ADOPTED this 16th day of March, 2020.

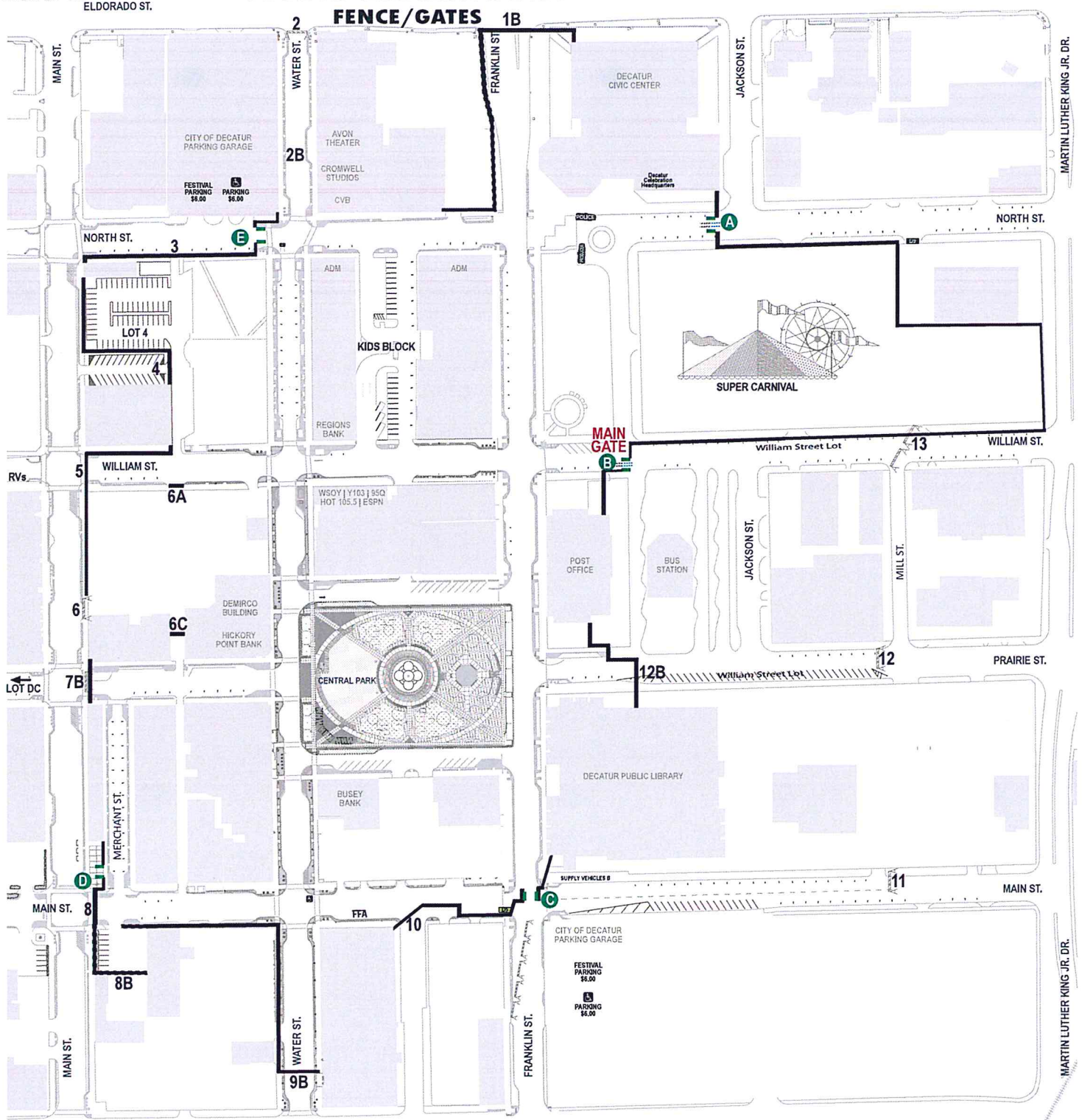
Julie Moore Wolfe, Mayor

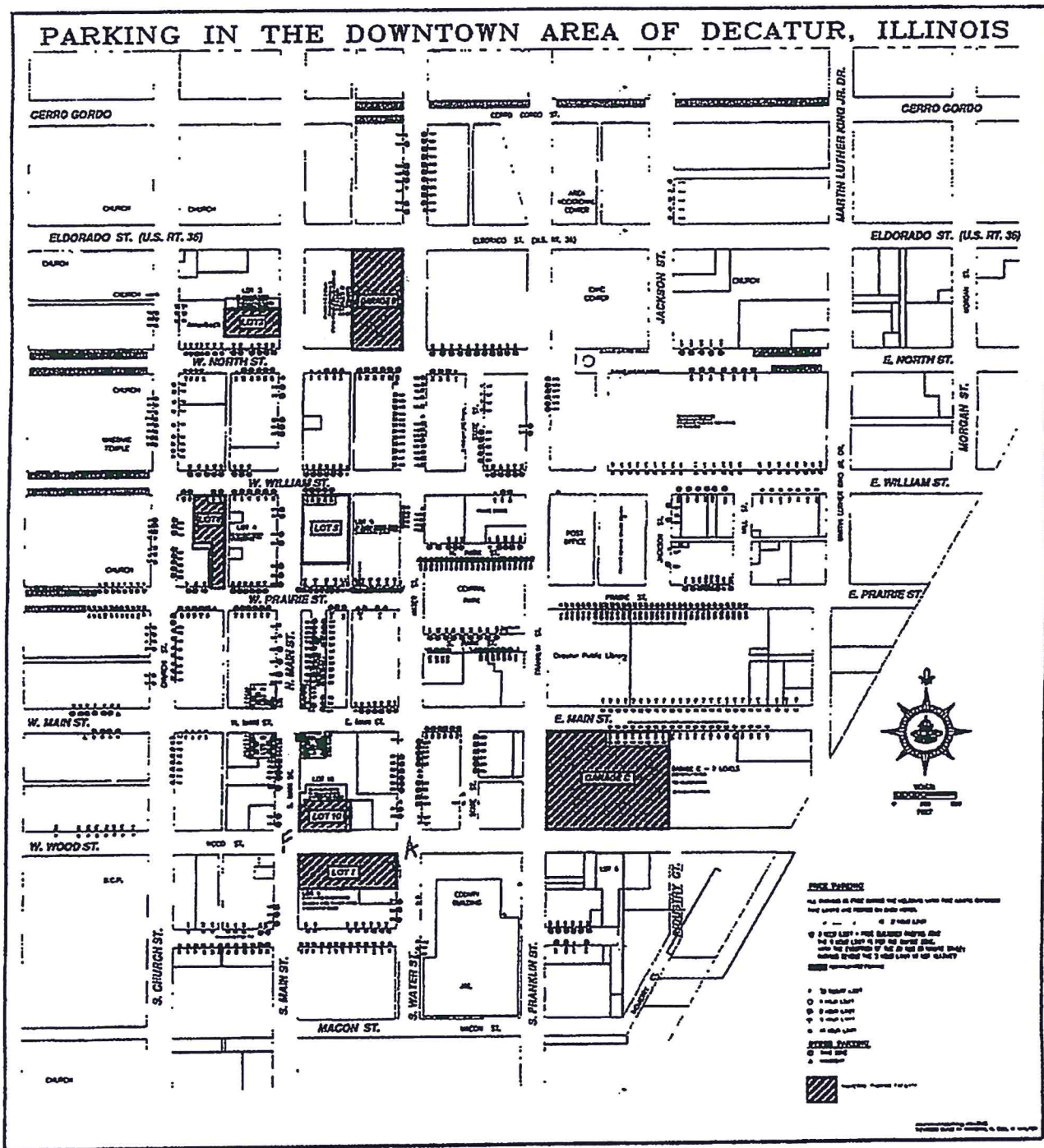
ATTEST:

Deputy City Clerk

EXHIBIT A

DECATUR CELEBRATION 2020





DECATUR CELEBRATION

Exhibit B

Midwest's Most Exciting Family Street Festival!

160 E. Main Street | Suite 200 | Decatur, Illinois 62623 | 217-423-4222

March 2, 2020

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

Dear Mr. Wrighton,

Decatur Celebration, Inc. would like to formally request the use of the following City Parking Lots and Streets in downtown area for August 7, 8, and 9, 2020.

Festival Perimeter & Fence

Again for 2020, we ask permission to fence the perimeter of the festival in order to enforce our wristband program which requires all adults 13 and up to purchase a wristband for entry into the festival grounds. The fence will be erected on Wednesday, August 5, Thursday, August 6th and Friday, August 7th with all roadways remaining clear until 4am on Friday when barricades have typically been put in place to allow for daytime set up. See included amp for fence and barricade locations.

We have adopted the following policies in order to accommodate businesses and residents within the fence perimeter. Downtown businesses will be given access wristbands as needed for employees working during the festival. Downtown residents will be given access wristbands for the number of people living in the household, as well as parking passes for the number of vehicles in the household.

Lots Requested for Public Paid Parking:

Garage B
Garage C
Surface Lot A
Surface Lot F

The spaces would be used exclusively by Decatur Celebration for paid parking at a rate of \$6 per vehicle. We have also developed a plan to accommodate Downtown Merchant Patron Parking (enclosed)

Lots Requested for Festival Non-Paid Parking:

Surface Lot 4 (adjacent to The Decatur Club)
Surface Lot 9 (Main and Main- Southeast Corner)
Surface Lot 7 (Main and Main- Northwest Corner)
Surface Lot (Corner of Industrial Court and Wood St.)
Surface Lot near Main and North Street (North of Striglos Building)

Thank you for your attention to this matter. Please call me if you have any questions.

Sincerely,



Jarrod L. Cox
Producer | Director
217-423-4222 | jarrod@decaturcelebration.com



Midwest's Most Exciting Family Street Festival!

160 E. Main Street | Suite 200 | Decatur, Illinois 62623 | 217-423-4222

Plan for Accommodating Downtown Merchant Patron Parking

In order to help assist the retail and restaurant businesses in downtown Decatur over Celebration weekend, we plan to continue the following ticket validation system. The system is offered to patrons of merchants within the following perimeters.

- North Boundary South of but not including Eldorado Street
- South Boundary North of and including Main Street
- East Boundary East of but not including Main Street (US Route 51)
- West Boundary Franklin Street

Participating Parking Areas

- Garage on Franklin & Wood
- Garage on North & Water

Ticket Validation Procedures

- Patron will enter any of the participation parking areas and pay a fee for parking
- Patron will request a validation ticket from the parking attendant
- Patron will take the validation ticket with them to the downtown merchant and exchange it for re-imbursement of their parking fee
- After the festival, the merchant will turn in all tickets to the Decatur Celebration for re-imbursement

Ticket Details

There will be no limit to the number of tickets distributed upon request. Tickets will show the perimeter for merchant participation and review the procedures.

Communication Plan

Decatur Celebration will communicate the plan to the downtown merchants within the specified boundaries and recommend to merchants that the customer be required to make a purchase in order to be validated. Downtown merchants will communicate to their customers.

Reimbursement Procedure

After festival weekend, each merchant will submit the tickets for re-imbursement with proof of purchase attached to each ticket (i.e. a ticket stub or receipt copy)

Merchants will settle with Celebration within 15 business days from the festival for their reimbursement of the fees returned to the parking patron. Reimbursement cannot be handled on Sunday night at the festival due to congestion in the bank.

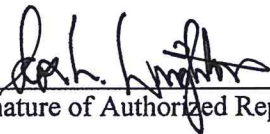
HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration of the City of Decatur's participation in, and assistance in the 2020 Decatur Celebration, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Decatur Celebration, Inc. hereafter referred to as the Celebration, for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damages, and expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of civil rights violations, property damage, injury to, or death of any persons, which may arise in connection with the use of City of Decatur property, in connection with the 2020 Decatur Celebration on August 7, 8, and 9, 2020, by the Decatur Celebration, its officers, agents, employees, and participants, except as may result from the sole negligent acts or omissions, or willful misconduct of the City of Decatur, Illinois, its officers, agents, or employees.

The Decatur Celebration agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregated, for violation of civil rights, property damage, and personal and bodily injury, including death.

In addition, evidence of liquor liability insurance coverage for the event in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate shall also be provided. The City of Decatur, Illinois shall be named as an additional insured on both policies for the duration of the event. The Decatur Celebration's insurance will be primary.

FOR THE CITY OF DECATUR, ILLINOIS



 Signature of Authorized Representative

5 March 2020

 (date)

FOR THE DECATUR CELEBRATION



 Signature of Authorized Representative

March 5, 2020

 (date)

Community Development

DATE: 3/16/2020

MEMO: No. 20-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Richelle D. Irons, Interim Community Development Director
Greg Crowe, AICP, Planning and Development Manager

SUBJECT: Resolution receiving and filing of the 2019 Official Zoning Map

SUMMARY RECOMMENDATION: Staff is sending the 2019 Official Zoning Map to City Council publication by the City of Decatur's City Clerk. This map is required by Illinois compiled Statutes Illinois Municipal Code (65 ILCS 5/11-13-19).

BACKGROUND: The annually updated zoning map reflects all zoning and boundary changes approved as of December 31, 2019. A paper copy will be available prior to the meeting for your review or you may request a copy from the City Clerk. The digital file for the zoning map is very large and can be accessed at:

https://www.decaturlil.gov/wp-content/uploads/2020/03/Zoning_map_Color_2019.pdf

PRIOR COUNCIL ACTION: N/A

POTENTIAL OBJECTIONS: N/A

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe at 424-2786 or gcrowe@decaturlil.gov.

BUDGET/TIME IMPLICATIONS: State Statutes require the said map to be published no later than March 31.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION RECEIVING AND FILING
THE 2019 OFFICIAL ZONING MAP**

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

Section 1. That the 2019 Official Zoning Map presented to the City Council herewith, be, and the same is hereby, received and placed on file.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to sign said 2019 Official Zoning Map.

PRESENTED and ADOPTED this 16th day of March, 2020.

JULIE WOLFE MOORE, MAYOR

ATTEST:

DEPUTY CITY CLERK

City Clerk

DATE: 3/9/2020

MEMO: 2020-04

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointment - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Raymond Bruns III. to the Electrical Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Raymond Bruns III

Electrical Commission

12/1/2022

DATED this 16th day of March, 2020.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2020-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 16th day of March, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Deputy City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 16th day of March, 2020.

Julie Moore Wolfe, Mayor

ATTACHMENTS:

Description	Type
HASC Minutes of October 16, 2019	Backup Material
Civil Service Commission Minutes of January 7, 2020	Backup Material

MINUTES OF THE MEETING
OF THE
HISTORICAL AND ARCHITECTURAL SITES COMMISSION

Wednesday, October 16, 2019, 4:00 P.M.
City Council Chamber, Decatur Civic Center

The October 16, 2019 meeting of the Historical and Architectural Sites Commission was called to order by Chairman Mike Couch, in the City Council Chamber, Third Floor of the Decatur Civic Center, at 4:00 P.M., who determined a quorum was present.

Members Present: Zach Anderson, Jeff Hunt, John Larcher, Bob Luther,
Pat Penhallegon, Andrew Taylor, Katherine Unruh, Mike Couch

Members Absent: Eric Bramer, Becky Damptz, Hank Norris

Staff Present: Tim Dudley, Ray Lai, Janet Poland

Secretary's Report

It was moved and seconded (Taylor/Larcher) to approve the minutes of the April 17, 2019 meeting of the Historical and Architectural Sites Commission as presented. Motion carried unanimously.

Treasurer's Report

Mr. Tim Dudley stated the expenditures were two (2) iPads and their data packages for pictures of historical homes and for neighborhood revitalization efforts. He has not received a total for those expenditures. If the budget is passed by City Council, HASC will have the same budget as last year.

New Business

Discussion and Authorization of a Memorandum of Agreement Between the United States Corps of Engineers, Rock Island District, the Illinois State Historic Preservation Office and Tate and Lyle Ingredients, LLC, Regarding the Staley Pump House and Club House Located on Lake Decatur, Macon County, Illinois -

Mr. Dudley discussed and presented slides of the site and surrounding area.

Mr. Keith Gallagher, representative for Tate & Lyle was sworn in by Mrs. Janet Poland.

Mr. Gallagher stated the pump house was built in 1919 with the intent to bring cooling water to the plant in order to cool down plant processes. In 1996 on-site cooling tower capabilities were built and the pump house was no longer used for cooling water. The Staley Fellowship Club used the building for social gatherings from 1919 to 1955. In 1955 State Route 36 was built which took away the parking lot and most of the access to the pump house.

Mr. Andrew Taylor asked if anything from a historical importance happened there. Mr. Gallagher stated not to his knowledge. Mr. Gallagher said some items have been reclaimed out of the pump house and are in the Staley Museum.

Mr. Jeff Hunt asked what motivated the demolition at this time. Mr. Gallagher said the City approached them due to the safety concerns. Concrete is dropping from the structure into the lake and people are trespassing even though they have tried to barricade it off.

Mr. Hunt asked if the entire structure would be torn down. Mr. Gallagher stated yes and they are working with the Army Corps of Engineers to meet their requirements.

Mr. Pat Penhallegon asked if the foundation would be removed. Mr. Gallagher said the majority of the foundation will be removed. They are required to go five (5) feet below the bed depth of the lake.

Mr. Bob Luther asked what the time frame was for the demolition. Mr. Gallagher stated they have already started internally doing some work and plan on the entire demolition to be completed by the end of next calendar year.

It was moved and seconded (Hunt/Taylor) to authorize the Memorandum of Agreement.

Upon call of the roll, Commission members Zach Anderson, Jeff Hunt, John Larcher, Bob Luther, Pat Penhallegon, Andrew Taylor, Katherine Unruh and Chairman Mike Couch voted aye. Chairman Couch declared the motion carried.

Other Business

Mr. Dudley informed the members of a State Historic Preservation Office Fall Conference and Annual meeting to be held on November 6th and 7th in Bloomington. Mr. Dudley will email the information to the members.

Mr. Luther asked if HASC would be doing an awards presentation or seminar next year. Mr. Dudley said the seminars were at the Home Builders show and he would like to put the awards presentation back in for next year.

Mr. Hunt asked if Habitat for Humanity would be able to use any materials out of the homes that are being demolished. Mr. Dudley said Habitat was able to get into the homes on Route 51 that were torn down for the Chipotle restaurant. Mr. Lai stated the homes that are being demolished are unfit for human habitation and it would be unsafe for people to go into the homes. Mr. Hunt stated it would be nice if someone would be able to get into the homes if they were needing some type of material the property possessed. Mr. Lai said they would look into it.

Appearance of Citizens

No citizens were present.

The next meeting will be held on November 20, 2019 at 4:00 P.M.

There being no further business, it was moved and seconded (Larcher/Penhallegon) to adjourn the meeting. Motion carried unanimously. Chairman Couch declared the meeting adjourned at 4:22 P.M.

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
January 7, 2020

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Tony Wilkins
VICE CHAIR Sheri Hagen
COMMISSIONER Todd Ray
COMMISSIONER Sarah Creek
SECRETARY Penny Rogers
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: COMMISSIONER Greg Spain

Call to Order

Chair Wilkins called the meeting to order at 11:35 a.m.

Roll Call

4 out of 5 Commissioners were present at the time of roll call. Chair Wilkins declared a quorum does exist to conduct and approve business.

Chair Wilkins called for Appearance of Citizens:

There was none.

The Minutes of the December 12, 2019 regular meeting were presented. Commissioner Ray moved that the December 12, 2019 regular meeting minutes be approved, seconded by Commissioner Creek and upon call of the roll, Commissioners Ray, Creek, Hagen and Wilkins voted aye. Secretary Rogers declared the motion carried.

Commissioner Creek moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Ray, and upon call of the roll, Commissioners Creek, Hagen, Ray and Wilkins voted aye. Secretary Rogers declared the motion carried.

Commissioner Hagen moved to return to Open Session, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Creek, Ray and Wilkins voted aye. Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

January 7, 2020

Page 2

Chair Wilkins called for Unfinished Business:

- A. Authorization Request to Approve Final Scores and Eligible Register for Water Plant Operator I, Commissioner Hagen, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners, Ray, Creek, Hagen and Wilkins voted aye. Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Final Scores and Eligible Register for Account Clerk II, Commissioner Ray, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners, Ray, Creek, Hagen and Wilkins voted aye. Secretary Rogers declared the motion carried.

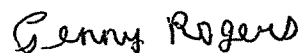
Chair Wilkins called for New Business:

- A. Receiving and Filing of Personnel Actions
Commissioner Creek moved that the appointments, oral reprimands, civil service status, request for leaves, and retirement, be received, placed on file, and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Creek, Ray and Wilkins voted aye. Secretary Rogers declared the motion carried.

Chair Wilkins called for Other Business:

There being no other business, Commissioner Hagen moved to adjourn the meeting, seconded by Commissioner Creek, and upon call of the roll, Commissioners Creek, Hagen, Ray, and Wilkins voted aye. Secretary Rogers declared the meeting adjourned at 12:00 p.m.

Respectfully Submitted,



Penny Rogers
Secretary

Public Works

DATE: 3/3/2020

MEMO: 2020-53

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3290 Burt Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 3290 Burt Drive
2. 3322 Burt Drive
3. 4160 Dean Drive
4. 3205 Las Vegas Drive
5. 4250 Needle Road
6. 3708 Ravina Park Road

BACKGROUND: The subject properties are being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3290 Burt Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3290 BURT 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 Linda S. Harner and James E. Harner, requesting that there be annexed to the City territory described as:

LOT 6 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300
PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN# 04-12-05-301-006

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY 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.) _____

Linda S. Harner James E Harner

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3290 Burt Drive, and legally described as follows:

LOT 6 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #04-12-05-301-006 _____

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

SIGNATURE

PRINTED NAME

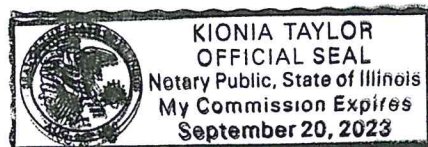
STREET ADDRESS, CITY, STATE

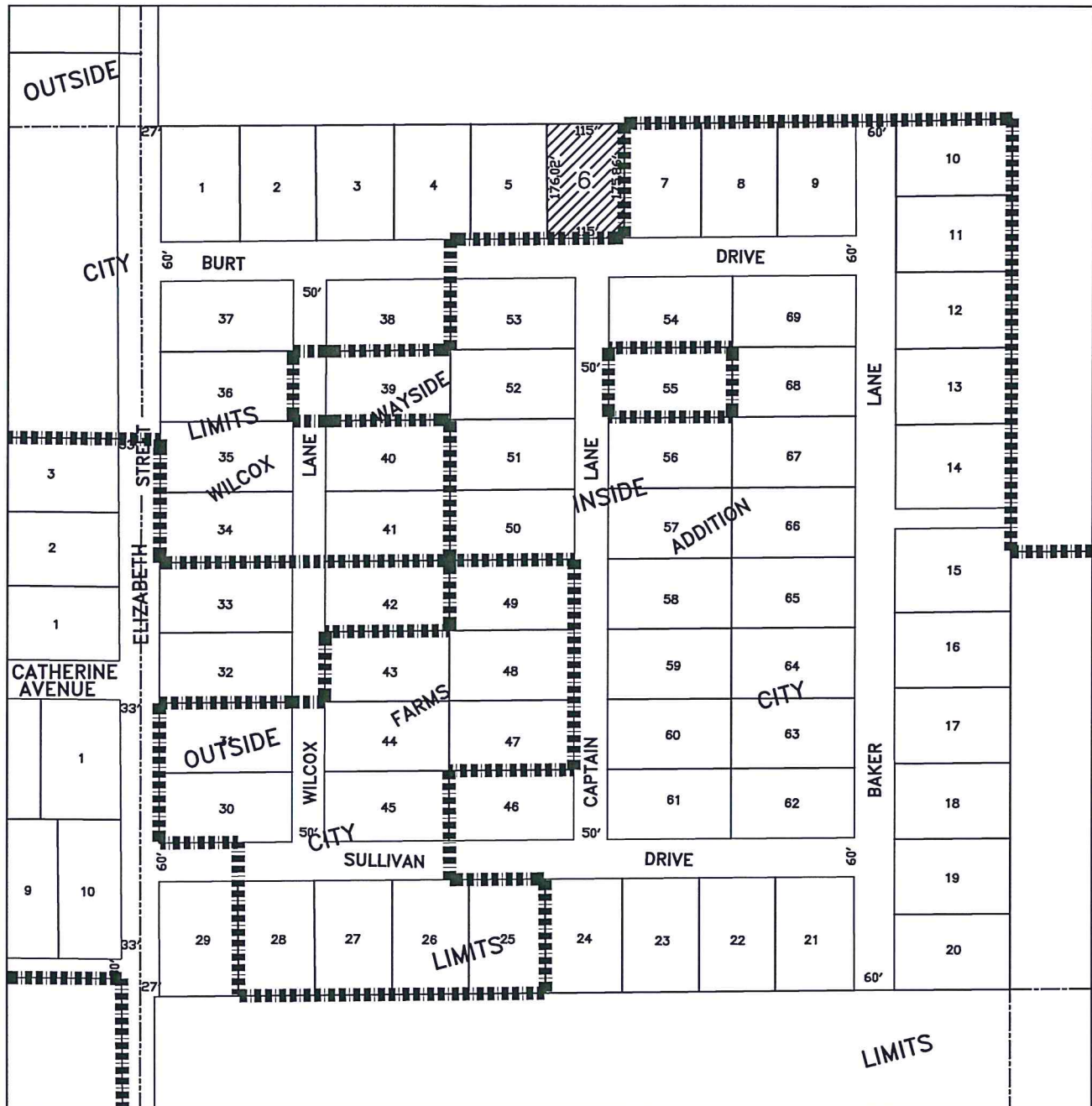
Linda S. Harner Linda Harner 3290 Burt Dr Decatur IL
James E. Harner James Harner 3290 Burt Dr Decatur IL 62526
IL 62526

Signed and sworn to before me this 5th day of February, 20 20

Kionia Taylor
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3290 BURT DRIVE



indicates territory annexed



indicates existing corporate limits

0.464± acres

AREA 0.0007± sq. miles

0 lin. ft. of public road

DECATUR township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 3/3/2020

MEMO: 2020-53

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3322 Burt Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3322 Burt Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3322 BURT 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 Anita L. Maxey Bridge and Scott E. Bridge, requesting that there be annexed to the City territory described as:

LOT 5 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300
PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN# 04-12-05-301-005

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY 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.)

Anita L. Maxey Bridge
Scott E. Bridge.

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3322 Burt Drive, and legally described as follows:

LOT 5 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #04-12-05-301-005

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

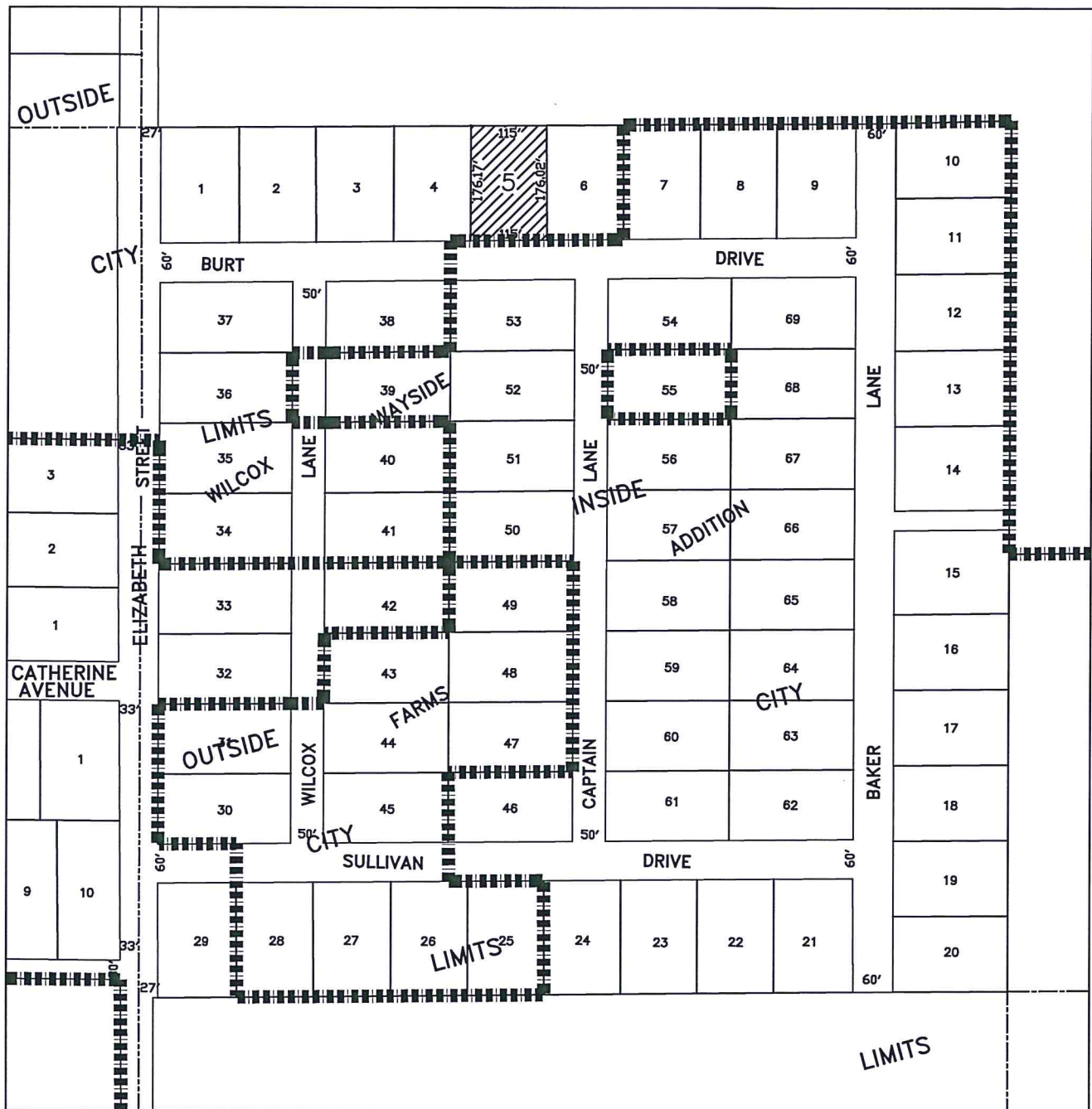
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
Anita L. Maxey Bridge	Anita L. Maxey Bridge	3322 Burt Dr Decatur, IL 62521
Scott E. Bridge	Scott E. Bridge	3322 Burt Dr Decatur, IL 62526

Signed and sworn to before me this 14th day of February, 2020

Tara R. Bachstein
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3322 BURT DRIVE



indicates territory annexed



indicates existing corporate limits

0.465± acres

AREA 0.0007± sq. miles

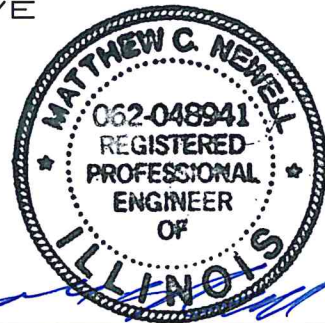
0

lin. ft. of public road

DECATUR township



N.T.S.



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, 2021

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Public Works

DATE: 3/3/2020

MEMO: 2020-53

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4160 Dean Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4160 Dean Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4160 DEAN 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 Wayne A. Stroup, requesting that there be annexed to the City territory described as:

LOT THIRTEEN (13) IN COOPER'S SECOND ADDITION, AS PER PLAT RECORDED IN BOOK 1405, PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-28-302-001

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 16th day of March 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY 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.) _____

Wayne A. Stroup

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4160 Dean Drive, and legally described as follows:

LOT THIRTEEN (13) IN COOPER'S SECOND ADDITION, AS PER PLAT RECORDED IN BOOK 1405, PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #07-07-28-302-001 _____

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

Wayne A. Stroup

Wayne A. Stroup

4160 DEAN DR., DECATUR, IL

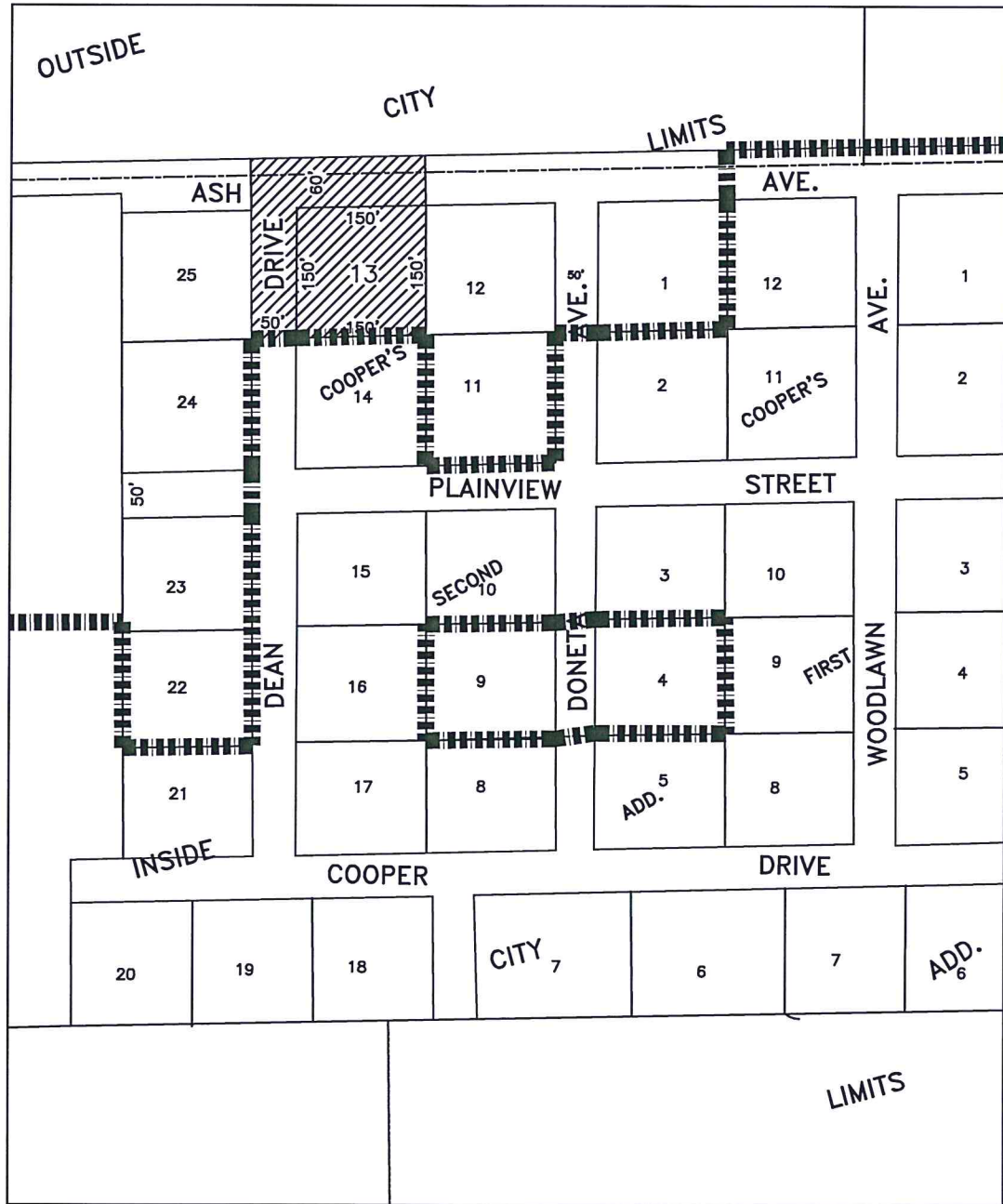
Signed and sworn to before me this 28 day of February, 2020

Kirsten A. Born

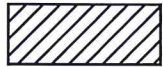
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4160 DEAN DRIVE



indicates territory annexed



indicates existing corporate limits

0.517± acres

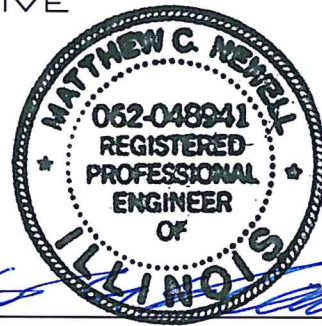
AREA 0.0008± sq. miles

300± lin. ft. of public road

HICKORY POINT township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 3/3/2020

MEMO: 2020-53

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3205 Las Vegas Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3205 Las Vegas Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3205 LAS VEGAS 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 Thomas P. Crum and Jill A. Crum, requesting that there be annexed to the City territory described as:

LOT 24 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-432-006

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY 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.) _____

Thomas P. Crow

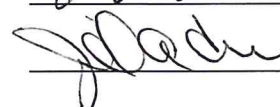
Jill A. Crow

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3205 Las Vegas Drive, and legally described as follows:

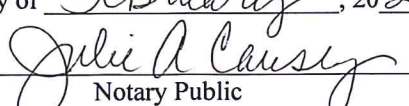
LOT 24 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

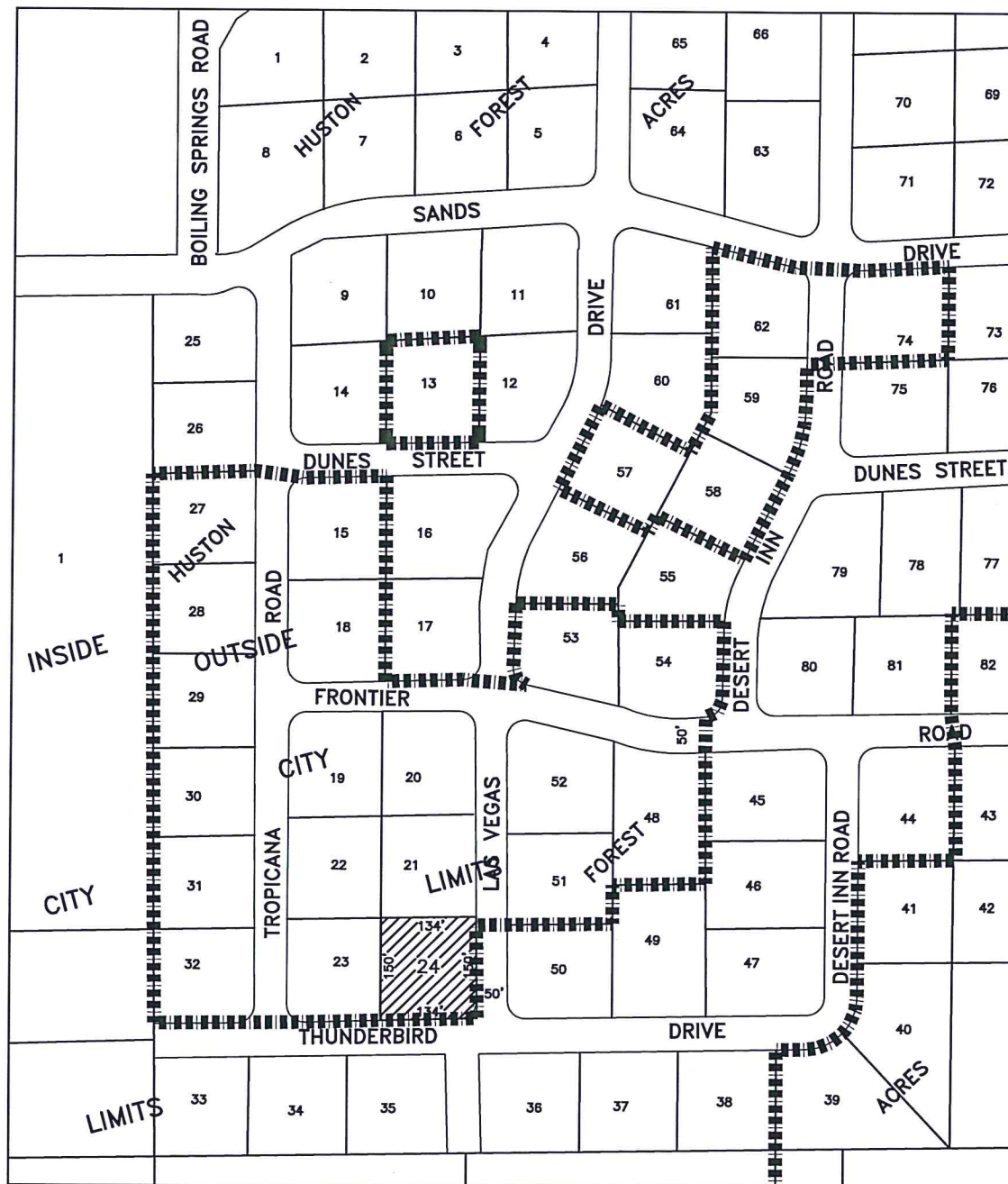
PIN #07-07-32-432-006 _____

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	Thomas P. Crow	3205 Las Vegas, Decatur, IL
	Jill A. Crow	3205 Las Vegas, Decatur, IL



Signed and sworn to before me this 24 day of February, 2020

Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3205 LAS VEGAS DRIVE



indicates territory annexed



indicates existing corporate limits

0.461± acres

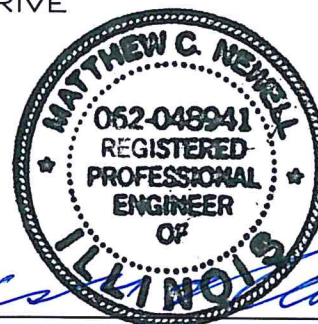
AREA 0.0007± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



3-3-20

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

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 3/3/2020

MEMO: 2020-53

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4250 Needle Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4250 Needle Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4250 NEEDLE 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 John D. Milligan and Carol A. Milligan requesting that there be annexed to the City territory described as:

LOT 3 PADDOCK VILLAGE, AS PER PLAT RECORDED IN BOOK 1575 PAGE 71 OF
THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-29-276-009

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 16th day of March 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY 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.) _____

Carol A Milligan

John D Milligan

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4250 Needle Road, and legally described as follows:

LOT 3 PADDOCK VILLAGE, AS PER PLAT RECORDED IN BOOK 1575 PAGE 71 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-29-276-009 _____

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.

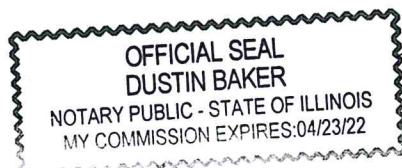
SIGNATURE

PRINTED NAME

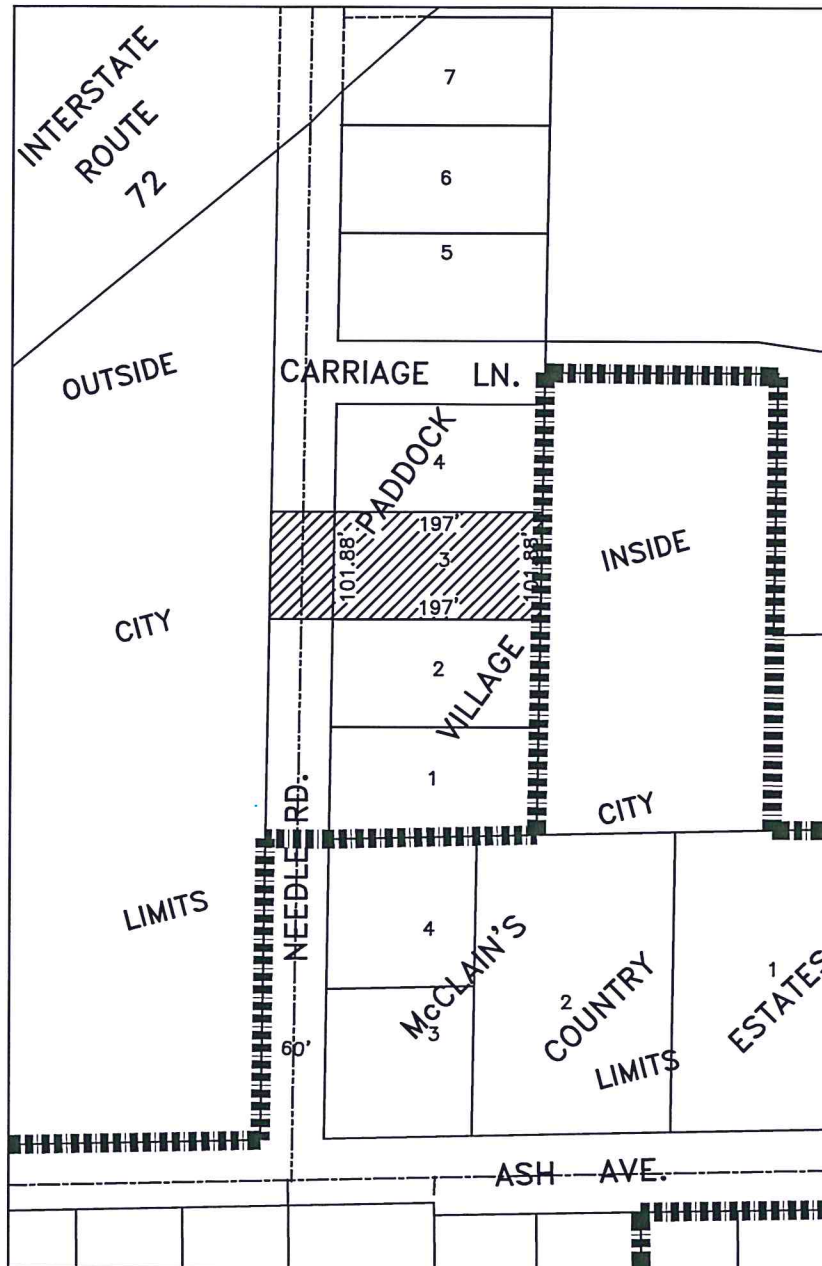
STREET ADDRESS, CITY, STATE

[Signature] John D Milligan 4250 Needle Rd Decatur IL
Carol A Milligan Carol A Milligan 4250 Needle Rd Decatur IL

Signed and sworn to before me this 15th day of February, 20 20



[Signature]
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4250 NEEDLE ROAD



indicates territory annexed



indicates existing corporate limits

0.461± acres

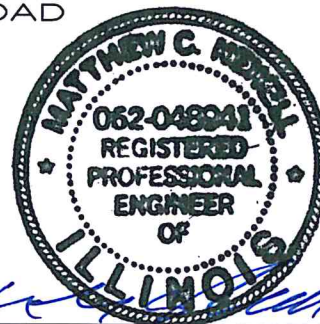
AREA 0.0007± sq. miles

102± lin. ft. of public road

HICKORY POINT township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 3/3/2020

MEMO: 2020-53

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3708 Ravina Park Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3708 Ravina Park Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3708 RAVINA PARK 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 Andrew Z. Mueller and Kelly C. Schoonover requesting that there be annexed to the City territory described as:

HANDY ACRES A RESURVEY OF LOTS 15 AND 16 OF VIRGINIA SECOND ADDITION IN SW ¼, SE ¼ SECTION OF 6 T16N.R2E OF THE 3RD P.M. AS PER PLAT RECORDED IN BOOK 300 PAGE 265 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-06-427-011

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 16th day of March 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY 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.) _____

Andrew Z. Mueller Kelly C. Schanover

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3708 Ravina Park Road, and legally described as follows:

HANDY ACRES A RESURVEY OF LOTS 15 AND 16 OF VIRGINIA SECOND ADDITION IN SW ¼, SE ¼ SECTION 6 T16N.R2E OF THE 3RD. P.M. AS PER PLAT RECORDED IN BOOK 300 PAGE 265 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #04-12-06-427-011 _____

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

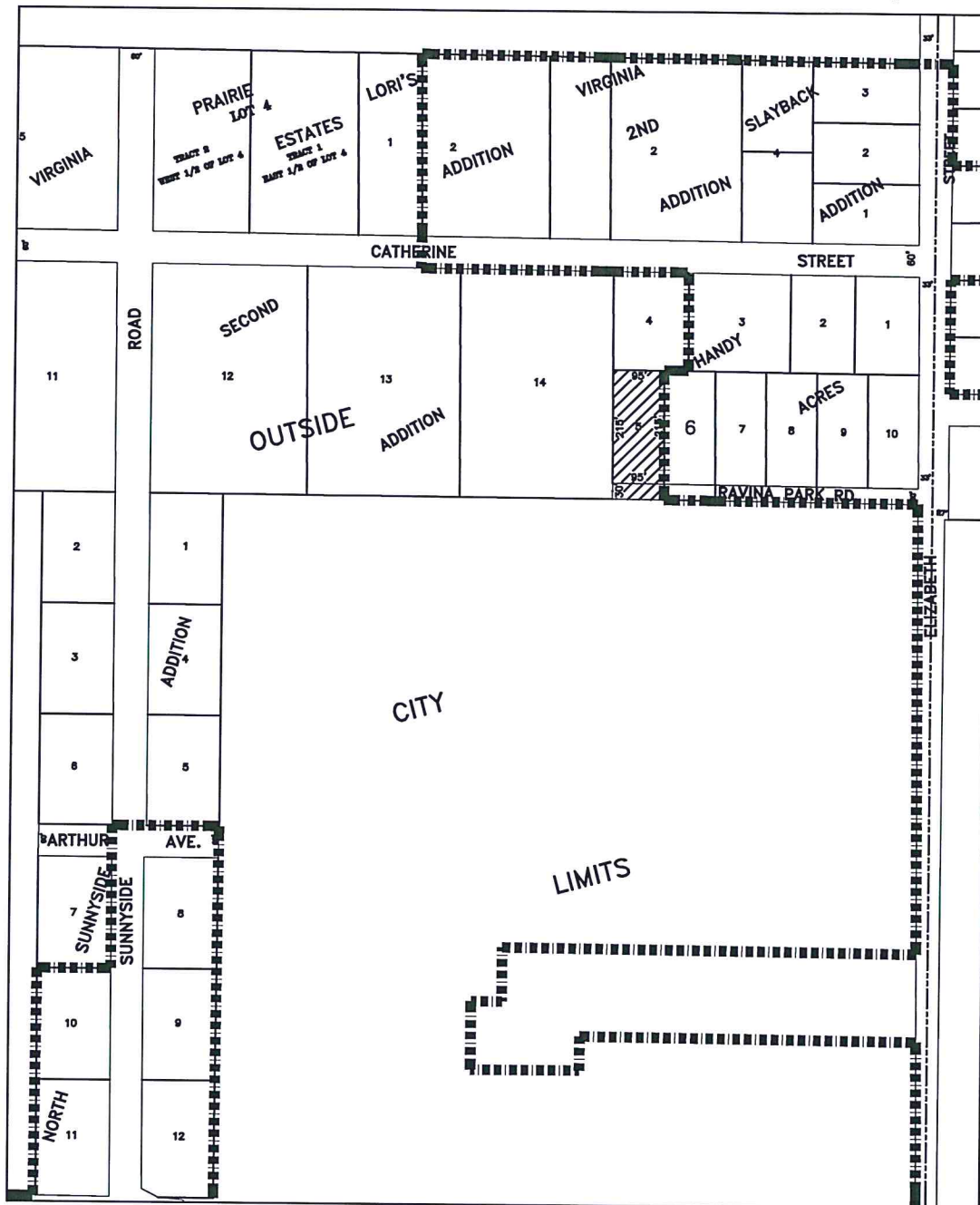
STREET ADDRESS, CITY, STATE

<u>Kelly Schanover</u>	<u>Kelly Schanover</u>	<u>3708 Ravina Park Rd Decatur, IL</u>
<u>Andrew Mueller</u>	<u>Andrew Mueller</u>	<u>3708 Ravina Park Rd Decatur, IL</u>

Signed and sworn to before me this 10th day of February, 2020

Tara R. Bachstein
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3708 RAVINA PARK ROAD



indicates territory annexed



indicates existing corporate limits

0.469± acres

AREA 0.0007± sq. miles

95± lin. ft. of public road

DECATUR township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____ Page 405 of 427

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

City Clerk

DATE: 3/10/2020

MEMO: 2020-06

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor 2100 Block East Cantrell Street Between 21st Street and 22nd Street - Wild Dog Saloon- Russ Garver Benefit

SUMMARY RECOMMENDATION: City Council is asked to approve the attached Ordinance allowing the consumption of alcohol on public rights-of-way on April 4th, 2020 during the Russ Garver Benefit.

ATTACHMENTS:

Description	Type
Ordinance and Supporting Documentation	Ordinance

ORDINANCE NO. 2020-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR 2100 BLOCK EAST CANTRELL STREET
BETWEEN 21ST STREET AND 22ND STREET
-WILD DOG SALOON – RUSS GARVER BENEFIT-**

WHEREAS, The Wild Dog Saloon has requested the closure of the 2100 block of East Cantrell Street between 21st Street and 22nd Street for the Russ Garver Benefit; and,

WHEREAS, it is the intention of Wild Dog Saloon to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor on 2100 block of East Cantrell Street requires the express approval of the City Council; and,

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

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

Section 1. That on the day listed herein, and only on such day, between the hours listed, alcoholic beverages may be consumed at, in or on the 2100 block of East Cantrell Street, said day and hour being particularly described as follows:

Saturday, April 4th, 2020

3:00 p.m. – Midnight

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

Section 3. That this ordinance is expressly conditioned and approved upon The Wild Dog Saloon providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 16th day of March, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Deputy City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

The Wild Dog Saloon, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, in the 2100 Block of East Cantrell Street for the Russ Garver Benefit on the following date and time:

Saturday, April 4th, 2020

3 p.m. – midnight

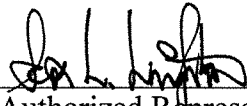
by the sponsoring agency, its officers, agents, employees, and registrants.

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

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

For City of Decatur, Illinois:

For Sponsoring Agency:
Wild Dog Saloon



Authorized Representative



Authorized Representative

10 MARCH 2020
Date

03/13/2020
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2020

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 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 Downs Insurance Agency, Inc. P. O. Box 25197 Decatur, Illinois 62525		CONTACT NAME: Brian C. Phipps PHONE (A/C, No, Ext): 217/422-2202 E-MAIL: downsins@hotmail.com ADDRESS:		FAX (A/C, No): 217/422-4834
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Wild Dog Saloon, Inc. 815 South 22nd Street Decatur, Illinois 62521		INSURER A: Lloyds Of London INSURER B: Scottsdale Insurance Company 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY		CPS3333783	1/4/20	1/4/21	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					
	EXCESS LIAB					EACH OCCURRENCE \$
	DED					AGGREGATE \$
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A			OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$
A	Liquor Liability		LIQ 229406	1/4/20	1/4/21	\$1,000,000 CSL

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

Special Event, Russ Garver Benefit - April 4, 2020
 Event location - 2100-2200 E. Cantrell St., Decatur, Illinois 62521

CERTIFICATE HOLDER

CANCELLATION

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

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 Manager

DATE: 3/10/2020

MEMO: 2020-03

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: City Manager, Scot Wrighton

SUBJECT: Monthly Reports for February 2020

ATTACHMENTS:

Description	Type
Community Development, February, 2020	Cover Memo
Fire, February, 2020	Cover Memo
IT, February, 2020	Cover Memo
Police, February, 2020	Cover Memo
Public Works, February, 2020	Cover Memo

**COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT
FEBRUARY 2020**

ECONOMIC DEVELOPMENT- Staff had 8 new and separate inquiries in February for possible projects with 7 meetings related specifically to ongoing initiatives. We have ongoing Economic Development projects both in the planning stage and under way. As of last week, there were 1385 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. Casey's General Store led the way with 91 jobs, DPS61 with 49 jobs, ADM with 38 jobs, and DMH and Heritage Behavioral Health with 32 jobs.

PLANNING AND DEVELOPMENT DIVISION

Staff typically process site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances. In February, staff in conjunction with other city departments reviewed six (6) submittals which included five (5) site plans and one (1) Final Plats including revisions. Staff along with other departments held two (2) Technical Review Committee meetings for pending developments. Staff also attended several meetings.

For the Decatur Urbanized Area Transportation Study (DUATS), staff started planning for the FY 2022 Budget and drafting the Decatur Bike Plan RFP to be funded by City of Decatur and federal transportation funds through DUATS and an Illinois Department of Transportation (IDOT) grant. Nothing else to report.

BUILDING INSPECTIONS DIVISION

For February, we issued a total of 86 permits with a total work value of \$6,772,108. Of those, we had three (3) permits each with a value of over \$200,000 [Spring Creek Tower Apartments Renovation, Southern Hills Apartments Repairs, & Orlando Apartments Repairs].

PERMIT TYPE	# ISSUED	WORK VALUE
Building	23	\$6,357,498
Demolition	7	210,098
Electrical	17	48,651
Mechanical	12	54,959
Other	0	0
Plumbing	19	38,014
Sign	2	62,188
Tent	6	700
TOTAL	86	\$6,772,108

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab and infrastructure projects.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable furnaces and electrical.
- Staff continued working with the Engineering Division of the Public Works Department on the CDBG Sidewalk project.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation and demolitions.
- Staff is preparing the 2020-24 Consolidated Plan. Public meetings are required to gather input as to gaps in community services.
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- Staff attended a neighborhood meeting for the Ravina Park & Home Park neighborhood. Residents have formed the group because of an increase of car thefts/break-ins. Several council members attended along with City staff. Over 50 residents attended the meeting.
- Staff is aggressively seeking lead contractors for city rehabilitation projects.
- Staff participated in a Blight Summit with the City of Peoria, exchanging ideas and information sharing.
- CDBG sub grantees, Old King's Orchard Community Center and Project READ continue to submit monthly reports and positive outcomes. Agreements end March 2020.
- Staff submitted a grant application from IHDA. The proposed application will request 2 million for roof replacement and housing rehabilitation.
- Staff attended meetings with outside agencies and various committees including CONO, and the Decatur Macon County Continuum of Care.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

Three (3) demolitions were completed.

See attached for a summary of the work involved during February.

ATTACHMENT
NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
FEBRUARY 2020

NEW CASES	
Health & Safety (72 Hour)	93
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	18
No Garbage Service	13
Nuisance	159
Secure of Abandoned Buildings	14
Weeds	0
TOTAL	297

DEMOLITIONS	
Year-to-Date Demolished	12
New Cases	1
Sent to Legal	9
Sent to Council	0
Out to Bid	0
Contracts Granted	0
Contract Amount	0.00
Permits Issued	0
Permits Finaled	3
Active Demolitions	181

RE-INSPECTION VISITS	
Code Enforcement	602
Weeds	0
TOTAL	602

GARBAGE SERVICE COMPLAINTS	
Received	0

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	48
Weeds	0

INVOICES*	
New Invoices	23
Dollar Amount	\$9,142.00

WEED ABATEMENT	
City Mowed - MCT lots	0
Owner Mowed	0
MCT Lots - Contractor Mowed	0
TOTAL	0

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	\$0.00

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT
MEMORANDUM
2020-05

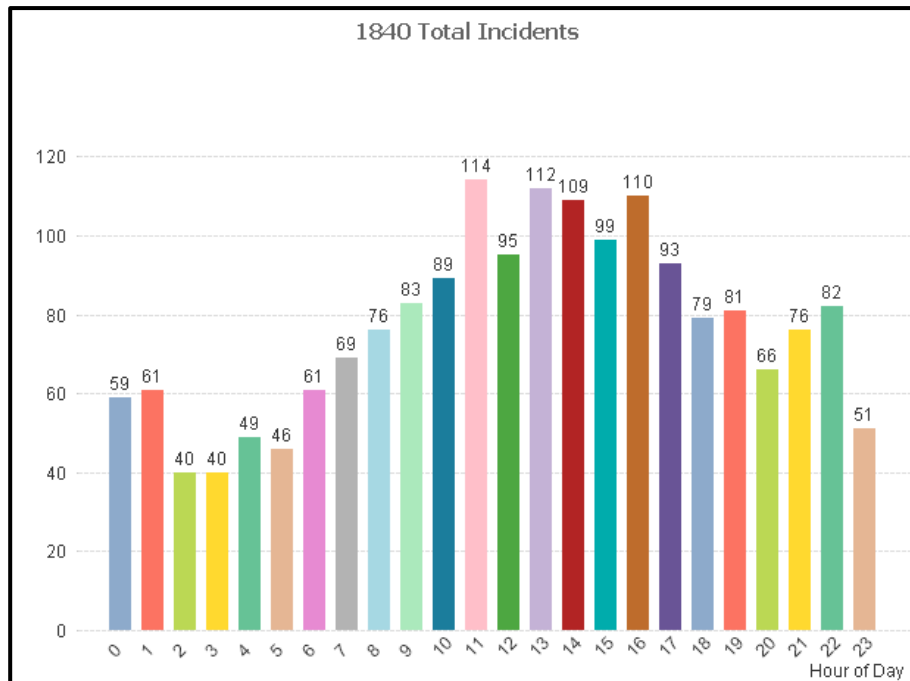
March 5, 2020

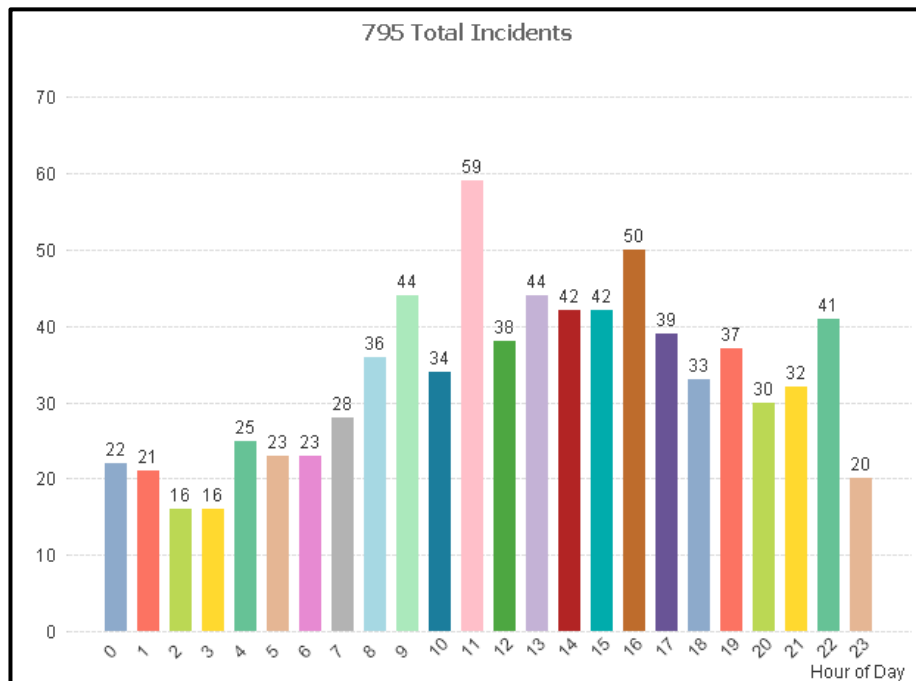
TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – February 2020

The fire department responded to 795 alarms in February. To date, the department has responded to 1840 alarms in 2020. Final preparations are being completed on the new fire station 5 so that it can open on March 6th. The open house for the community will be March 10th. Dewberry is almost finished with the bid documents for the new station 3. Truck 2 is being prepared to be sent to Pierce so that the frame rail repair can begin. The truck should be at Pierce the 2nd week of March. The department will start working on specifications for the new ladder truck that was approved in the 2020 budget.





Training Division:

The DFD firefighter training for February consisted of fire companies reviewing and discussing ice rescue techniques and SOP/SOG updates as well as completing NFPA 1021 training on how to conduct fire investigations. Additionally, firefighters received a presentation from the Fire Prevention Division covering fire scene evidence preservation, annual pre-plan inspections, and hydrant testing. Fire officer training for 2020 will focus on fire investigation.

Our EMS training for the month coincided with ice rescue, in that the emphasis was placed on management of hypothermia & cold-water submersion injuries. All companies completed a practical evolution demonstrating protocol-driven anaphylaxis management on our training manikin. In addition, we reviewed Region 6 protocols pertinent to the management of the aforementioned injuries.

Fire Prevention Division:

The Fire Prevention Division investigated (6) fires, all ruled as Accidental. They also completed (2) fire scene re-inspections; (9) key box installations & removals; (3) smoke detector installations; (1) CO detector installation; and (6) plan reviews.

Fire Prevention conducted (15) business inspections; (2) business consults and handled (2) citizen complaints. They also attended Traffic & Parking Commission, Technical Review Committee and LEPC planning meetings and delivered fire scene evidence to the ISP lab in Springfield. The entire Fire Prevention Division presented the training and assignments for 2020 pre-plan inspections and hydrant testing to all DFD members.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2020
February

This month, the Information Technology (IT) Department staff completed the following notable work:

- City phone system upgrade to the current release continues and is still targeted for completion in March.
- Preparing a request for proposal with specifications gathered from the Police Department for newer neighborhood cameras utilizing a simpler user interface for searching recorded content and artificial intelligence to trigger alerts of detected patterns.
- With the assistance of the Police Department, we evaluated several gunshot detection systems. Due to the high cost of the technology, a cost benefit analysis will be conducted.
- Advanced server-based technology supporting diskless workstations is being tested and trialed with several City end users to ensure reliability. New platform is being developed for Windows 10 requiring a higher level of graphics support.
- Spent thirteen IT labor hours extracting information for multiple FOIA requests.
- Completed and submitted Technology Grant Application for Broadband Fiber expansions to the State of Illinois.
- Added a Neighborhood Revitalization Update Section to the City Website.
- Assessment for surveillance cameras to be installed in the Parking Garage (Parking Lot C) south of the Library. Evaluating modifications to the power available at the garage so common voltage is available for electronics.
- Continuing assessment of vendors and resources for Smart City parking sensors. Eight vendors have been evaluated so far.
- Worked with GIS resource to populate and test DB2 tables with new weed districts. Used the error reports to update production tables with corrected pin numbers. Data will be loaded into production during the first week of March.
- Began evaluation of the City's Electronic Resource Planning Systems (ERP) to gather information about how to improve and simplify the solutions currently being used.
- Panasonic Arbitrator Server and all endpoints used by Police were upgraded to the most current version of Arbitrator Unified Endpoint Management and Security (UEMS).
- Software for the current Body Worn cameras currently being trailed was upgraded to the most current version.
- In response to some of the latest data security threats, City IT significantly reduced our risk of exposure by further breaking out our network into additional subnets.
- In February, IT processed 98 Help Desk tickets, resolving 48 on the initial call (48.98% First Call Resolution Rate). Four support surveys were returned where three reported Exceptional Service. The fourth support survey was returned as unacceptable. Investigation revealed the same issue was experienced two nights in a row without resolution. Unit functioned fine for the day shift user. Issue was determined to be the user's login profile and was corrected.

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton**

FROM: James E. Getz, Chief of Police

RE: February 2020 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of February 2020 staffing was at 145. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>
Police Chief	1
Deputy Chief	2
Police Lieutenant	5
Police Sergeant	17
<u>Police Patrol Officer</u>	<u>120</u>
TOTAL	145

Civilian-Non Sworn Police Staffing

At the end of February 2020 staffing was as 12. Current civilian staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>
Administrative Secretary	1
Senior Crime Analyst	1
Crime Analyst	1
Sr. Clerk Typist	2
Records Supervisor	1
Parking Enforcement	2
Part-time FOIA Officer	2
<u>Community Liaison Officer</u>	<u>2</u>
Total	12

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	3	6
Directed Patrols	22	45
Active Problem Oriented Policing Projects	1	1
Completed Problem Oriented Policing Projects	0	0
Parking Citations	60	114
Criminal Arrests	348	672
Felony Drug Arrests	26	52
Firearms Seized	17	23
Traffic Citations	943	1648
Field Interviews	211	414
Written Warnings	494	1091
Calls for Service/CAD incidents	4463	9056
Unlawful use of Motor Vehicle tows	139	257
Driving Under the Influence Arrests (DUI)	40	74
DUI involving accidents	11	18
Fatal Accidents	1	1
Traffic Accidents	218	410
Accidents with Personal Injury	28	62
City Ordinances Arrests	15	30

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
32	73	8	24

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	5750 grams	6346 grams @ \$10-gram	\$63,460
Cocaine-Powder	2 grams	29 grams @ \$100-gram	\$2,900
Cocaine-Crack	2 grams	17 grams @ \$100-gram	\$1,700
Heroin	4 grams	10 grams @ \$300-gram	\$3,000
Ecstasy	0 hits	55 hits @ \$20 hit	\$1,100
Meth	94 grams	632 grams @ 100-gram	\$63,200
K-2/Pills:	0	0	
Search Warrants: 4		YTD: 15	
US Currency Seized: \$3,472		YTD: \$28,879	
Firearms seized: 10		YTD: 22	
Vehicles seized: 0		YTD: 0	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 120	YTD: 226
Cases closed/resolved: 66	YTD: 101
Criminal Arrests: 35	YTD: 62
Homicides:0	YTD: 0
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 0	YTD: 0
Missing Person Investigations: 1	YTD: 1
Computer forensic Exams: 53	YTD: 76

Crime Analysis Unit and Investigations:

Sex Offender Registrations: 122	YTD: 252
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Freedom of Information (FOIA)

The Professional Standards Unit received 191 Freedom of Information Act requests for the month.

Total requests YTD in 2020 is 455

**Public Works Department
Monthly Activity Report
February 2020**

Engineering:

McKinley Avenue Sewer Rehabilitation Project:

Month Activity: Lining has continued along Kellar, Union and McKinley with approximately 75% of the sewer lining complete. Work has also started rehabilitating the Manholes. The project is expected to be substantially complete in March.

Project Background: Chastain and Associates completed design and submitted the plans and specifications to IEPA for approval. The Loan Ordinance was approved on November 5, 2018 for \$7.9 million. A request for qualifications and proposals was advertised on February 13, 2019 to provide the City with construction engineering services. The City receive proposals from Crawford Murphy and Tilly (CMT) and Chastain and Associates. The City selected CMT as the most qualified firm and an engineering services contract was awarded on June 3, 2019. The construction project is advertised June 20, 2019 and bids were received on August 20, 2019. The City received six bids with the low bid received from SAK Construction for \$5,222,777. IEPA approved the bid and provided the City with the loan offer for \$5,911,143.31. The City also received \$886,671.50 of the loan amount will be forgiven. SAK received the Notice to Proceed on November 4, 2019. .

Mound Road Spring Creek West and Middle Deck Replacement:

Month Activity: No work was completed in February, only restoration remains and will be completed when temperature and ground conditions allow per the specifications.

Project Background: Mound Road bridges West (between Neely Ave and Educational Park) and Middle (between Moundford Ave and Camelot Dr) over Spring Creek was advertised through the State with bids received January 18, 2019. The project replaces both bridge decks

with staged construction to allow for two-way traffic. The State received six bids with the lowest bid received from Sangamo Construction at approx. 2.5 million. The City will receive 2 million in Federal funding with the MFT Fund covering the remaining. All work is complete except final restoration and striping.

2019 Water Main Replacement Project:

Month Activity: No work was completed in February, only restoration remains and will be completed when temperature and ground conditions allow per the specifications.

Project Background: The project was designed by Engineering staff, the project is in the area bounded by Grand to the North (project will not include MacArthur High), Fairview to the East, King to the south and Taylor to the west. The project was advertised on January 30 with bids received on February 20. The resolution was awarded to Burdick Company as the lowest responsive bidder on March 4. The project is complete with all the new watermain operational and the existing abandoned.

32nd and Fulton Storm Drainage Improvement Project:

Month Activity: Farnsworth is finalizing the construction plans and the City is reviewing temporary and permanent easements required to complete the project. The project is scheduled to be bid early spring.

Project Background: The Project is in final design by Farnsworth Group. The project will provide a new storm sewer to serve the area generally bounded by Rt 36 to the North, 36th St to the East, Orchard to the South and Country Club Rd to the East to relieve flooding. The Project was the no. 3 priority on the Storm Water Master Plan.

2019 DPTS Bus Shelter Pad Project:

Month Activity: The project was re-advertised February 5, 2020 with the bids received February 28, 2020. The project was advertised with alternates to allow for the project to meet

within the Decatur Transit's budget. The project is proposed to be considered for approval at the March 16th meeting.

Project Background: Engineering Staff designed the 2019 Decatur Public Transit Project. The project was advertised on July 17 and bids were received on August 7, 2019. The bid came in higher than estimated and budgeted for by Decatur Transit.

Main Street Bridge over Stevens Creek Repair:

Month Activity: No work was completed in February, only restoration remains and will be completed when temperature and ground conditions allow per the specifications.

Project Background: WHKS designed the repair of the Main Street Bridge over Stevens Creek. During routine bridge inspection piles for the abutment were found to be exposed with some have section loss. The project's design will rehabilitate the section loss and protect the remaining piles per IDOT standards. Bid were received on September 5, 2019 and awarded to Sangamo Construction as the lowest responsible bidder on September 16, 2019. All work is complete except final restoration.

2020 State and Local MFT Project:

Month Activity: Both the State and Local MFT Project was approved on February 24 to Dunn Co. as the lowest responsive bid. The Notice to proceed and preconstruction meeting are scheduled for March.

Project Background: Engineering Staff has prepared the 2020 State and Local MFT projects. The State MFT project was advertised on February 5 with the bids received on February 19. The Local MFT project was advertised on January 15 with bids received on February 6th.

2020 Water Main Replacement Project:

Month Activity: The project was approved on February 24 to Burdick Co. as the lowest

responsive bid. The notice to proceed and preconstruction meeting are scheduled for March.

Project Background: The project was designed by Engineering staff, the project is in the area bounded by Rt 36 to the North, Moffet Ln to the East, W Main St to the south and Moffet Ave to the west. The project was advertised on January 8 with bids received on February 5.

2019 Valve and Hydrant Replacement Project:

Month Activity: The project was approved on February 24 to Entler Excavating as the lowest responsive bid. The notice to proceed and preconstruction meeting are scheduled for March.

Project Background: The project was designed by Engineering staff; the project replaces existing critical valves and hydrants at various locations within the distribution system. The project was advertised on January 8 with bids received on February 5.

Taylor Bridge Replacement over Ward Branch Creek:

Month Activity: The City approved the City/State Joint Agreement authorizing the federal funding participation. The project is currently scheduled for the April 24 state bid letting.

Project Background: WHKS was hired as the City's consultant to provide design services for replacement of the Taylor Bridge over Ward Branch Creek. Taylor Bridge is located on Taylor Rd approx. 0.6 Miles south of Rt 48. The project is a joint project with the IDOT and will receive federal funding for up to \$800,000 of the estimated \$1,050,000 construction cost.

MUNICIPAL SERVICES MONTHLY DATA 02/02/2020 – 02/29/2020

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sewers Cleaned	3667 lin. ft.	41 hrs.	
Sewers Root Cut	3,327 lin. ft.	34 hrs.	
Catch Basins Pumped	51 each	81 hrs.	
Manholes Adjusted	6 each	116 hrs.	
72 Hour Cleanups	58 each	137 hrs.	
Home Secures	13 each	9.5 hrs.	
Sidewalks	145 sq. ft.	38 hrs.	
Snow & Ice: Streets	N/A	30 hrs.	3 Ton Salt & 32 Gal. Calcium Chloride used
Snow & Ice: Traffic	N/A	94 hrs.	91 bags ice melt & 12 Ton Rock Salt used
Special Projects	N/A	20.5 hrs.	
S & S Utility Cuts Sidewalk	70 sq. ft.	6 hrs.	
WD Cuts Driveway	N/A	13 hrs.	
WD Cuts Pavement	129 sq. ft.	228 hrs.	
WD Cuts Sidewalk	145 sq. ft.	36 hrs.	
WD Cuts Brick Streets	None	N/A	
Potholes Patched	5,128 each	638hrs.	
Alley Grading	3,400 lin. ft.	16 hrs.	
Street Sweeping	0 miles	0 hrs.	
Signs Made	26 each	42 hrs.	
Signs Repaired	26 each	44.5 hrs.	

Signs Installed	28 each	50 hrs.	
Decals Made	44 each	7 hrs.	
Tree Trimming	155 each	N/A	
Tree Removals	24 each	N/A	
Stump Removals	12 each	N/A	
Fleet Equipment Availability	96.54 %	776 hrs.	

**Water Production Division
Monthly Activity Report
February 2020
(updated information in bold text)**

Lake Decatur Dredging Basins 1 through 4: Great Lakes Dredge & Dock will complete sediment storage basin drainage improvements in mid 2020 to close out the project.

Lake Decatur Landscape Maintenance: A portion of this year's project is to establish native grasses and plants with the assistance of the Macon County Conservation District (MCCD) at an area adjacent to Lake Shore Drive at M.L. King Jr. Drive. Sites for the rest of this year's project are being reviewed.

Lake Decatur Water Level: The level of Lake Decatur was maintained at an average of 612.8 feet above mean sea level (84% full) which is on target for February.

Lake Decatur Watershed Management Plan: The City Council authorized Phase I of the Plan to Northwater Consulting on February 24.

Performance Outcomes:

1. **Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.**
2. **Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred this month.**
3. Reduce the amount of sediment accumulating in the lake annually. Data for this outcome has not been obtained yet.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99% of the engineering and construction bid specifications. This project is on hold pending the recommendations of the Water Utility Long Term Sustainability Plan.

Water Production: 527.92 million gallons of potable water were pumped to customers which was 2.53% more than February 2019.

February 2020

Water Services: Staff repaired 18 water services, 3 water main failures, 4 fire hydrants and 1 system valve. Inspected 19 system valves and completed 1,426 utility billing orders and 30 distribution system orders.

Performance Measures: Data will be provided on a quarterly basis.