Monday, March 7, 2022
5:30 PM
City Council Chambers

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:
A 30-minute time period is provided for citizens to appear and express their views before the City Council. Each citizen speaking will be limited to one appearance of up to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents (if any) to the Police Officer for distribution to the Council. When the Mayor determines that all persons wishing to speak in accordance with this policy have done so, members of the City Council and key staff may make comments.

III. Approval of Minutes

Approval of Minutes of February 22, 2022 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Application Submittal and Execution of, the Illinois Rebuild II Public Transportation Capital Assistance Grant Under the IDOT's General Authority to Make Such Grants
2. Resolution Authorizing Real Estate Agreement-Angle Court
3. Resolution Accepting the Sourcewell Bid Price from Altorfer for the Purchase of Two (2) Caterpillar 926 M Wheel Loaders
4. Resolution Accepting the Bid of Paul Tree Farms LLC to Provide and Plant Trees for the City of Decatur
5. Motion Adopting City Council Policy Tree Planting Program
6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2022 Trenchless Long Lining Repairs Project
7. Resolution Accepting the Automotive Equipment Sales and Service Quote Price for the Replacement of Fleet Maintenance Garage Bay #16 Heavy Truck In Ground Lift
8. Ordinance Amending City Code Chapter 52-Alcoholic Liquor
9. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring

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

A. Ordinance Annexing City Owned Property 4219 North Neeley Avenue

B. Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent

C. Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group for the Demolition of the Vacant Building at 438 W North St.

D. Resolution Authorizing the Execution of an Agreement with GreenTrac LLC for the Demolition of the Vacant Buildings at 821-825 N. Water Street

VI. Other Business

VII. Adjournment

City of Decatur Human Relations Commission Annual Report Fiscal Year 2021

ATTACHMENTS:

Description	Type
Minutes of February 22, 2022 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Tuesday, February 22, 2022

On Tuesday, February 22, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle and Ed Culp. Councilman Bill Faber participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor Moore Wolfe that an in-person meeting of all members of the City Council is not practical or prudent because of the COVID-19 pandemic. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to the Council: Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the February 7, 2022, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report and responded to questions from Council regarding general fund revenues.

2022-05 Ordinance Providing for the Issuance of not to Exceed $26,100,000 General Obligation Bonds, Series 2022, of the City of Decatur, Macon County, Illinois, to Finance Water and Sewer Infrastructure Improvements, Authorizing Designated Officials to Sell said Bonds by the Execution of a Notification of Sale, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal and Interest on Said Bonds and Authorizing the Sale of said Bonds to Robert W. Baird & Co. Incorporated, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Mayor Moore Wolfe read a statement that provided parameters for the bond ordinance.

City Manager Wrighton gave an overview of the Ordinance.

Mr. Dan Forbes, Speer Financial Advisor, answered questions from Council about the sale of bonds.

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

Motion Approving Parameters for the Sale of Old Fire Station #3, was presented. Councilwoman Gregory moved the Motion do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Motion.

Council discussed the proposed cornhole business plan and the parameters for the disposition of former Fire Station #3.

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

R2022-26 Resolution Authorizing an Amended Lease Agreement between the City of Decatur and Flock Safety for the Deployment of 40 Additional LPR Cameras in City Neighborhoods and Adjacent Thoroughfares, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Police Chief Shane Brandel gave an overview of the Resolution and answered questions from Council regarding camera placement and the effectiveness of cameras.

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

R2022-27 Resolution Authorizing an Agreement between the City of Decatur and Power DMS for Policy and Training Management Software for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Police Chief Shane Brandel gave an overview of the Resolution.

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

R2022-28 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co. Inc. for 2022 Annual Valve and Hydrant Replacement

Project, Various Locations, City Project 2022-23, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave an overview of the Resolution and answered questions from Council regarding the engineer's estimate and minority goals.

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

R2022-29 Resolution Accepting the Bid and Authorizing the Execution of a Contract with National Water Main Cleaning Co. for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the following two Resolutions.

A concern was raised about using ARP funds as a funding source.

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

R2022-30 Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Provide Construction Services for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

2022-06 Ordinance Amending City Code Chapters 50 Licenses, 52 Alcoholic Liquor, and 73 Offenses, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Councilman Horn made a motion to table the Ordinance until the first meeting in March so that staff in consultation with the Macon County Health Department can establish metrics that can be used to activate COVID-19 safety laws when conditions worsen, seconded by Councilman Dennis Cooper.

Upon call of the roll, Council members Dennis Cooper and David Horn voted aye. Council members Lisa Gregory, Chuck Kuhle, Bill Faber, Ed Culp and Mayor Moore Wolfe voted nay. Mayor Moore Wolfe declared the motion failed.

Upon call of the original motion, Council members Lisa Gregory, Chuck Kuhle, Bill Faber, Ed Culp and Mayor Moore Wolfe voted aye. Council members Dennis Cooper and David Horn voted nay. Mayor Moore Wolfe declared the motion carried.

R2022-31 Resolution Authorizing HOME Investment Partnership (HOME) Subrecipient Agreement with Woodford Homes, Inc. (Carrie Lane), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2022-32 Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of the Vacant Building at 1566 N Church, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-33 Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of the Vacant Building at 305 W. Macon, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

Mayor Moore Wolfe called for Consent Calendar Items A. through D. and asked if any Council wished to remove an item from the Consent Agenda.

Councilman Bill Faber excused himself from the remainder of the Council meeting at 6:45 p.m.

No Council member wished to remove an item from the Consent Agenda.

The Clerk read items A. through D.:

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

Item B. R2022-34 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings
Item C. R2022-35 Resolution Approving Reappointments - Electrical Commission
Item D. R2022-36 Resolution Approving Appointment - Electrical Commission

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

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

Council discussed pothole conditions due to recent snow events and commended the Public Works Department for their efforts. To report a pothole, citizens can call the Municipal Services Center at 217-875-4820, Public Works Department at 217-424-2747, City of Decatur Information at 217-424-2700 or complete a "Citizen Request for Service form" on the City of Decatur website.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:55 p.m.

Approved _____
Kim Althoff
City Clerk

DATE: 3/3/2022

MEMO:

TO: Mayor Moore Wolfe & City Council Members

FROM: Deputy City Manager Jon Kindseth

ATTACHMENTS:

Description	Type
Memo-Rebuild Illinois	Cover Memo
Resolution	Resolution Letter

OFFICE OF THE CITY MANAGER

May 7, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Acting Transit Administrator

SUBJECT: Resolution Authorizing Application submittal and execution of the Illinois Rebuild II Public Transportation Capital Assistance Grant under the IDOT's general authority to make such grants.

RECOMMENDATION: The attached Resolution allows for the City of Decatur to submit the application and execute the Illinois Rebuild Round II Public Transportation Capital Assistance Grant in the amount of $3.7 million.

BACKGROUND: The City of Decatur applied for the Illinois Rebuild II Public Transportation Capital Assistance Grant and was awarded a total of $3.7 million. The funds were awarded for the purchase of four (4) hybrid Gillig buses in the amount of $2.7 million and the construction of a new bus barn for our paratransit fleet in the amount of $1 million. With the purchase of the new buses, City of Decatur will have replaced the remaining older buses in the fleet that were past useful life expectancy. Additionally, the paratransit fleet is currently unsheltered, and the construction of the bus barn will allow us to protect the new paratransit buses we will procure. The purchase of the buses and the bus barn project will be presented to Council at a later date, as this is the approval for the application submittal and execution of the grant only.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 217-450-2323 or jkindseth@decaturil.gov, Lacie Elzy at 217-542-3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: This action will allow for additional $3.7M in funding for capital needs in transit. This funding is not included in 2022 budget as notification was received after budget adoption. This could likely be included in a future budget amendment.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING APPLICATION SUBMITTAL AND EXECUTION OF, THE ILLINOIS REBUILD II PUBLIC TRANSPORTATION CAPITAL ASSISTANCE GRANT UNDER THE IDOT'S GENERAL AUTHORITY TO MAKE SUCH GRANTS.

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

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

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

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

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

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

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

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

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

PRESENTED AND ADOPTED this 7th day of March 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement for Property Adjacent to Lake Decatur and 2405 and 2419 Angle Court

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution Authorizing Real Estate Agreement-Angle Court	Resolution Letter
Real Estate Purchase Contract Agreement	Backup Material
Location Map	Exhibit

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-10

February 28, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Economic &Community Development Director
Greg Crowe, Assistant Director of Economic &Community Development

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement for Property Adjacent to Lake Decatur and 2405 and 2419 Angle Court

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize the sale of undeveloped land adjacent to Lake Decatur.

BACKGROUND: The City of Decatur owns undeveloped land adjacent to Lake Decatur that borders 2405 and 2419 Angle Court. The owner of those properties submitted a proposal to purchase the property, shown in the Purchase Agreement as Exhibit A, from the City for $33,976. The prospective buyer provided the City an appraisal of the property with the proposed purchase value of $33,976.

The prospective buyer intends to combine the City's property with the two lots at 2405 and 2419 Angle Ct. The combined property would be subdivided into three new lots with the current house at 2419 Angle Ct. staying as one lot, the house at 2405 Angle Ct. demolished and two new single-family homes constructed on the remaining two lots. The proposed three-lot subdivision is included in the Purchase Agreement as Exhibit B.

Since, the property is adjacent to Lake Decatur the City wants to ensure the protection of the shoreline. Specific shoreline protection provisions are contained within in the Purchase Agreement for the Buyer including the building of shoreline erosion control and stabilization work prior to or with the issuance of building permits for the proposed two new homes. In addition, any future shoreline erosion shall require remedial action by the Buyer.

INPUT FROM OTHER SOURCES: Public Works, Lake Management and Legal staff provided review and assistance in drafting the Real Estate Purchase Agreement including the shoreline protection provisions.

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

RESOLUTION NO. R2022-_____

RESOLUTION AUTHORIZING
REAL ESTATE AGREEMENT
-ANGLE COURT-

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

Section 1. That the Real Estate Purchase Agreement presented to the Council herewith, between CITY OF DECATUR, ILLINOIS AND CASA DEVELOPMENT, LLC, be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED this _____day of _____, 2022.

_____
JULIE MOORE WOLFE
MAYOR

ATTEST:

_____
KIM ALTHOFF
CITY CLERK

REAL ESTATE PURCHASE CONTRACT AGREEMENT

Unimproved Land

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and CASA Development LLC ("Buyer").

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City owns property that is undeveloped and adjacent to Lake Decatur.

D. The City Council has determined that the property is no longer needed for any public purpose.

E. The City Code of the City of Decatur provides in Chapter 33 that the City may dispose of property as the Council authorizes or approves.

F. The City desires to transfer to Buyer the property set forth in this Agreement.

G. The Buyer desires to purchase from the City the property set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.

2. The City of Decatur, Illinois, as Seller, agrees to sell and CASA Development LLC, or entity they control, as Buyer, agrees to purchase at the price of $33,976.00 the following legally described real estate premises ("Property") situated in Macon County, Illinois:

That part of the Southeast 1/4, of Section 25, Township 16 North, Range 2 East of the Third Principal Meridian, Macon County, Illinois, described as follows:

Beginning at an existing iron pin marking the Northwest corner of Lot 36, Brook's Meadow Park Second Addition, as per Plat recorded in Book 982, page 65 of the Records in the Recorder's Office of Macon County, Illinois; thence S.9°57'23"E.-135.00 feet along the West line of said Lot 36 to an existing iron pin; thence S.9°45'12"E.-68.06 feet along the West line of said Lot 36 to an existing iron pin marking the Southwest corner thereof; thence S.9°45'12"E.-185.37 feet along the Southerly extension of the West line of Lot 34 of said Brook's Meadow Park Second Addition to a point on an existing cast iron sea wall; thence N.49°27'37"W.-25.52 feet along said sea wall; thence N.33°33'29"W.-50.10 feet along said sea wall; thence N.9°04'26"E.-44.97 feet along said sea wall to an iron pin set; thence S.83°46'19"W.-47.45 feet to an iron pin set; thence S.68°19'54"W.-69.85 feet to an iron pin set; thence N.68°22'25"W.-28.83 feet to an iron pin set; thence N.33°19'46"W.-24.20 feet to an iron pin set; thence N.9°29'47"E.-58.26 feet to an iron pin set; thence N.21°48'40"E.-83.25 feet to an iron pin set; thence N.28°20'56"E.-57.56 feet to an iron pin set; thence N.18°09'52"E.-59.81 feet to an iron pin set; thence N.6°52'30"E.-36.82 feet to an iron pin set on the Westerly extension of the North line of said Lot 36; thence N.87°52'10"E.-35.00 feet along said Westerly extension of the North line of said Lot 36 to the point of beginning, containing 0.78 acres, more or less.

See Plat of Property prepared by Survey Solutions attached as Exhibit A.

3. Buyer shall pay $500.00 as earnest money to by held by Macon County Title, LLC, as Escrow Agent. Buyer shall be entitled to a refund of the earnest money so held at Settlement.

4. Buyer shall obtain a commitment for an owner's title insurance policy insuring against defects in the merchantability of title up to the value of the purchase price set forth above. Title insurance shall show that there shall be no financing statements on file affecting fixtures included in the purchase. Title may be subject to coal and mineral rights if now reserved or conveyed of record and to all easements and building and use restrictions now of record which do not restrict reasonable Use. Buyer shall promptly advise City of any claimed defects in title evidence to permit resolution before Settlement. Buyer shall pay the all title fees. Buyer and City shall furnish immediately upon request all information legally required for financing or transfer of title.

5. Buyer shall pay City the balance of the purchase price at the office of Title Company or Lender, on or upon mutual agreement before April 4th, 2022, which event is referred to herein as "Settlement". The escrow and closing fees for Settlement shall be paid by Buyer.

6. At Settlement, City shall deliver to Buyer a quitclaim deed to the Property, subject only to those matters to which the title may be subject as provided in paragraph 3 above, and conveying the benefits of all easements of record prior to the execution of this Agreement, if any, in such form and together with such documentation as shall be required for recording said deed. City shall also furnish Buyer, at Settlement, all documentation necessary to protect Buyer from mechanic's liens. Buyer agrees to pay for the transfer tax stamps, if any applicable, the preparation of the deed by an attorney and real estate transfer declaration form and any environmental disclosure requirement documents. Buyer agrees to pay for the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership.

7. Buyer shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.

8. Buyer shall be entitled to possession of the Property immediately after Settlement.

9. No notices, suits or judgments relating to the Property have been received by the City except: None.

10. The Property is part of a proposed Preliminary Plat development known as Brooks Meadow Park 3rd Addition attached as Exhibit B, wherein the Buyer currently owns the property on either side of the Property. This Agreement is subject to the approval of the Preliminary Plat Subdivision by the City.

11. The property is adjacent to Lake Decatur which necessitates certain regulations to ensure Lake Decatur shoreline protection. The Buyer agrees to follow the regulations contained in Chapter 66 of the City Code: Regulation of Lake Decatur and to the following shoreline protection regulations:

a. Buyer shall obtain a permit from the City for all non-passive recreational uses of the lake's shoreline on the Property including, but not limited to, docks, piers, ramps, stairs, pavement, structures, or shoreline stabilization.
b. Where topographically and environmentally possible, the Buyer shall maintain a vegetation buffer on the Property with a minimum width of 25 feet beginning at the high water mark along the entire length of the development's shoreline.
c. Prior to the issuance of any building permits for new single family home construction on Lots One (1), Two (2) or Three (3) of the proposed Brook's Meadow Park 3rd Addition, shoreline

erosion control and stabilization work shall be performed by Buyer and shall require a permit from the City prior to the start of construction. Sheet piling is an acceptable form of shoreline erosion control and stabilization work.

d. Any future shoreline erosion shall require remedial action by Buyer. All shoreline erosion control and stabilization work shall require a permit from the City prior to the start of construction.

12. Notice given or required in this Agreement or any addendum must be given in writing in one of the following forms:

(i) Personally;
(ii) By certified mail, return receipt requested, properly addressed and all charges prepaid; or,
(iii) By express delivery with charges prepaid and addressed to the appropriate party at the address set forth below.

All notices shall be deemed to have been received on the date of personal service or on the 3rd day following date postmarked. Notice must be served upon or addressed to any one of the City's or any one of the Buyers personally unless specified otherwise. Notice by any other means is not valid.

Buyer's current address is: 1355 N. State Highway 121, Mt. Zion, IL 62549.
Phone # 217-519-5056

City's current address is: City of Decatur, Illinois c/o City Manager, One Gary K. Anderson Plaza, Decatur, IL 62523
Phone # 217-424-2801

13. City and Buyer represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Buyer represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, andeach party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder..

14. Where "now" or "this date" is used, the latest date of signing is intended. Time is of the essence in the performance of this agreement. All agreements and warranties of this agreement, unless fully performed, survive the execution and delivery of the deed. The date of this agreement is the latest date of signing.

15. The parties agree that any signed and electronically transmitted copy of this Agreement by the party shall be binding on the parties and enforceable as original, such as (email, pdf, facsimile, etc.).

16. Buyer is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.

17. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Buyer represents that Buyer has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

18. The warranties and agreements contained herein shall extend to and be obligated upon the heirs,

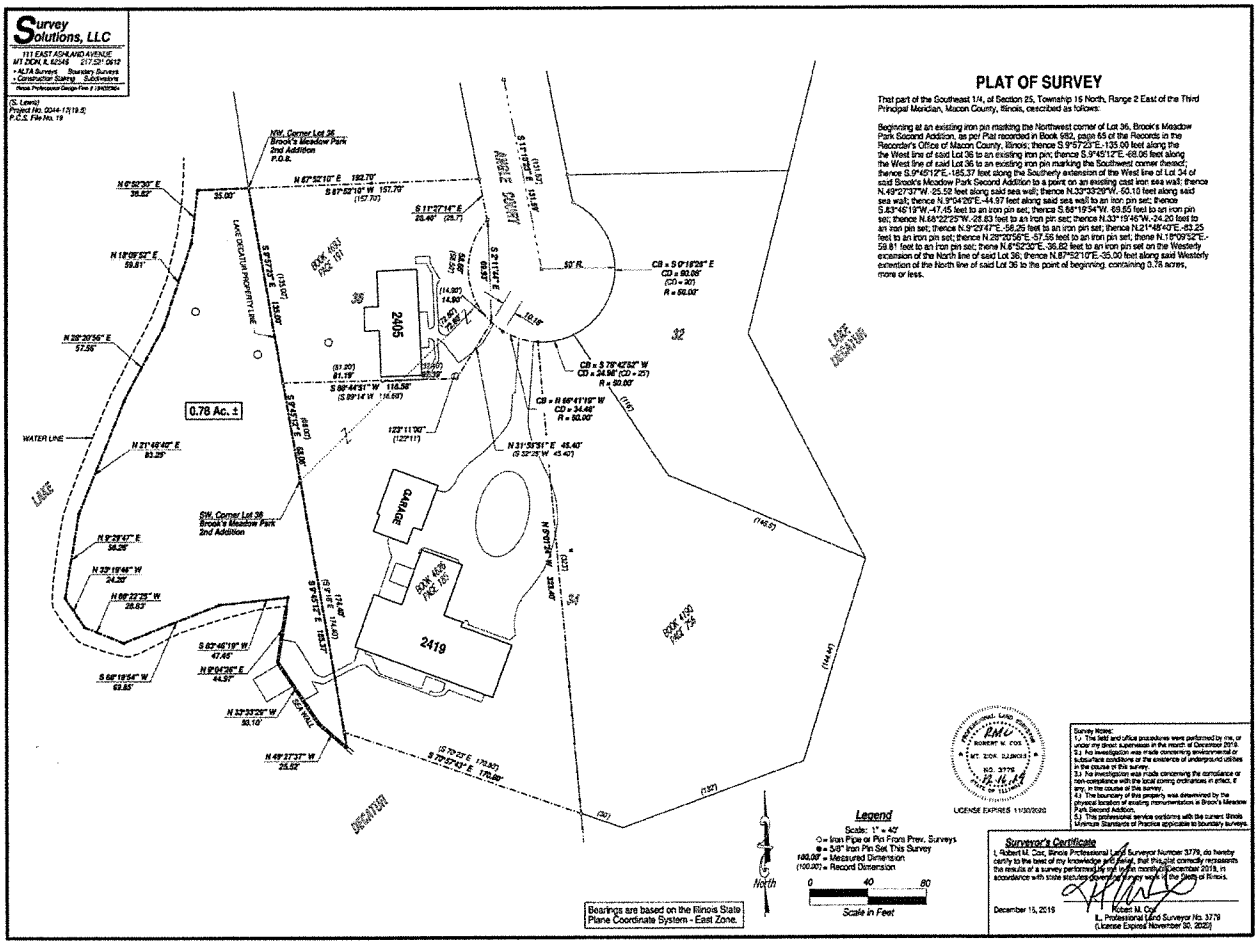
executors, administrators, successors, and assigns of the parties hereto.

19. Buyer acknowledges Buyer has inspected the property and is acquainted with the Condition thereof. Buyer accepts the same in AS IS WHERE IS CONDITION, with NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. BUYER WARRANTS THAT BUYER IS PURCHASING THE PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MADE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN WHETHER OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CITY. WITHOUT LIMITING THE GENERATLITY OF THE FOREGOING, NEITHER CITY, NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MAKES ANY REPRESENTATION OR WARRANTIES RELATING TO, OR ASSUMES ANY LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIALS PROVIDED TO PURCHASER.

20. By executing this Agreement, Buyer expressly represents and agrees that Buyer is not relying upon any representation, warranty or statement by Seller, its employees, agents, officers or directors which differs from the disclosures made in this Agreement. Buyer acknowledges that Buyer in not buying any interest in a business or operating entity of any kind by and through this Agreement. Buyer acknowledges that Buyer has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by City or others, including, buy not limited to , any relating to the description of the physical condition of the Property, or the dimensions of the Property or any other physical element thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Buyer, or any other data, except as may be specifically represented herein. Buyer has relied on Buyer's own examination and investigation thereof. No person has been authorized to make any representation or warranty on behalf of City.

CITY(S):	**BUYER(S):**
City of Decatur, Illinois, a Municipality	CASA Development LLC
By: Mayor Date	Steven A. Lewis Manager Date

EXHIBIT A

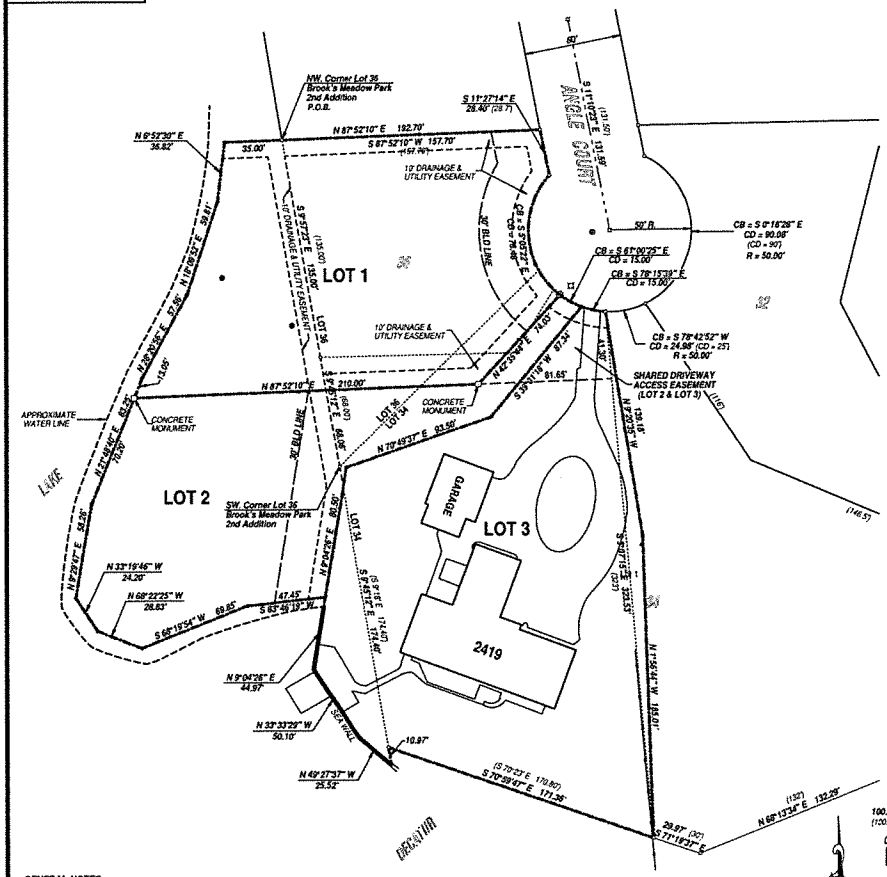

Survey Solutions, LLC
111 EAST ADA AND AVENUE
MT ZION, IL 62549 217.521.0012
• ALTA Surveys Boundary Surveys
• Construction Staking Subdivisions
Illinois Professional Design Firm # 184.005941
(S. Lewis)
Project No. 2044-1219.S
P.O.S. File No. 19
PLAT OF SURVEY
That part of the Southeast 1/4, of Section 25, Township 16 North, Range 2 East of the Third Principal Meridian, Macon County, Illinois, described as follows:
Beginning at an existing iron pin marking the Northwest corner of Lot 36, Brook's Meadow Park Second Addition, as per Plat recorded in Book 982, page 55 of the Records in the Recorder's Office of Macon County, Illinois; thence S.9°57'23"E.-135.00 feet along the the West line of said Lot 36 to an existing iron pin; thence S.9°45'12"E.-68.06 feet along the West line of said Lot 36 to an existing iron pin marking the Southwest corner thereof; thence S.9°45'12"E.-185.37 feet along the Southerly extension of the West line of Lot 34 of said Brook's Meadow Park Second Addition to a point on an existing cast iron sea wall; thence N.49°37'37"W.-25.52 feet along said sea wall; thence N.33°33'29"W.-50.10 feet along said sea wall; thence N.9°04'26"E.-44.97 feet along said sea wall to an iron pin set; thence S.83°45'19"W.-47.45 feet to an iron pin set; thence S.68°19'54"W.-69.85 feet to an iron pin set; thence N.68°22'25"W.-26.83 feet to an iron pin set; thence N.33°19'46"W.-24.20 feet to an iron pin set; thence N.9°29'47"E.-56.26 feet to an iron pin set; thence N.21°46'40"E.-83.25 feet to an iron pin set; thence N.28°20'56"E.-57.56 feet to an iron pin set; thence N.1°09'52"E.-59.81 feet to an iron pin set; thence N.8°52'35"E.-36.82 feet to an iron pin set on the Westerly excension of the North line of said Lot 36; thence N.87°52'10"E.-35.00 feet along said Westerly extension of the North line of said Lot 36 to the point of beginning, containing 0.78 acres, more or less.
NW. Corner Lot 36 Brook's Meadow Park 2nd Addition P.O.B.
N 87°52'10" E 192.70'
S 87°52'10" W 157.70'
(157.70)
S 11°37'14" E
20.40' (20.7')
N 0°56'20" E
35.82'
35.00'
N 18°09'52" E
59.81'
N 28°20'56" E
57.56'
LAKE DECATUR PROPERTY LINE
S 9°57'23" E 135.00'
S 9°45'12" E 68.06'
ROCK LINED FACE
ROCK LINED FACE 101
35
2405
36
32
50' R.
CB = S 0°15'28" E
CD = 50.05'
(CD = 50')
R = 50.00'
CB = S 78°43'55" W
CD = 24.96' (CD = 25')
R = 50.00'
CB = N 66°41'15" W
CD = 34.46'
R = 50.00'
S 89°44'31" W 116.58'
(S 89°14' W 116.69')
123°11'00"
(122°11')
N 31°33'51" E 45.40'
(S 32°25'W 45.40')
0.78 Ac. ±
WATER LINE
N 21°46'40" E
83.25'
LAKE
SW. Corner Lot 36 Brook's Meadow Park 2nd Addition
N 9°29'47" E
56.26'
N 33°19'46" W
24.20'
N 68°22'25" W
26.83'
S 82°46'19" W
47.45'
S 68°19'54" W
69.85'
N 9°04'26" E
44.97'
N 33°33'29" W
50.10'
N 49°37'37" W
25.52'
S 9°45'12" E 185.37'
S 9°57'23" E 135.00'
(S 79°23' E 179.30')
S 79°57'43" E 179.89'
DECATUR
GARAGE
2419
ROCK LINED FACE 104
(145')
(144.94')
(50')
Legend
Scale: 1" = 40'
○ = Iron Pipe or Pin From Prev. Surveys
● = 5/8" Iron Pin Set This Survey
(100.00') = Measured Dimension
100.00' = Record Dimension
North
0 40 80
Scale in Feet
Bearings are based on the Illinois State Plane Coordinate System - East Zone.
PROFESSIONAL LAND SURVEYOR
ROBERT M. COX
MT. ZION, ILLINOIS
NO. 3779
LICENSE EXPIRES 11/30/2020
Survey Notes:
1.) The field and office procedures were performed by me, or under my direct supervision in the month of December 2019.
2.) No investigation was made concerning environmental or subsurface conditions or the existence of underground utilities in the course of this survey.
3.) No investigation was made concerning the compliance or non-compliance with the local zoning ordinances in effect, if any, in the course of this survey.
4.) The boundary of this property was determined by the physical location of existing monumentation at Brook's Meadow Park Second Addition.
5.) This professional service conforms with the current Illinois Minimum Standards of Practice applicable to boundary surveys.
Surveyor's Certificate
I, Robert M. Cox, Illinois Professional Land Surveyor Number 3779, do hereby certify to the best of my knowledge and belief, that this plat correctly represents the results of a survey performed by me in the month of December 2019, in accordance with state standards governing land surveying in the State of Illinois.
December 15, 2019
Robert M. Cox
IL. Professional Land Surveyor No. 3779
(License Expires November 30, 2020)

Survey Solutions, LLC
111 EAST ASHLAND AVENUE
MT ZION, IL 62549 217.521.0612
• ALTA Surveys Boundary Surveys
• Construction Staking Subdivisions
Illinois Professional Design Firm # 184005464

(FINAL PLAT - MINOR SUBDIVISION)

BROOK'S MEADOW PARK THIRD ADDITION

SITUATED IN THE SOUTHEAST QUARTER (SE.1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS.



GENERAL NOTES

1. ALL LOT CORNERS ARE MARKED WITH IRON PINS UNLESS OTHERWISE NOTED.
2. ALL EASEMENTS ARE FOR DRAINAGE AND PUBLIC UTILITIES UNLESS OTHERWISE DESIGNATED.
3. A PART OF THE PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
4. ALL OF THIS SUBDIVISION IS LOCATED IN THE CORPORATE LIMITS OF THE CITY OF DECATUR, IL.
5. ALL DIMENSIONS ON CURVES ARE CHORD DIMENSIONS.
6. PROPERTY IS ZONED R-1 SINGLE FAMILY RESIDENCE
BUILDING SETBACKS ARE NOTED BELOW:
FRONT YARD - 30 FEET
SIDE YARD - 20/10 FEET
REAR YARD - 20 FEET
MINIMUM LOT WIDTH - 80 FEET

SURVEY NOTES

1.) The field and office procedures were performed by me, or under my direct supervision in the month of February 2022.
2.) No investigation was made concerning environmental or subsurface conditions or the existence of underground utilities in the course of this survey.
3.) No investigation was made concerning the compliance or non-compliance with the local zoning ordinances in effect, if any, in the course of this survey.
4.) The boundary of this property was determined by the physical location of existing monumentation in Section 25 and the surrounding sections.
5.) This professional service conforms with the current Illinois Minimum Standards of Practice applicable to boundary surveys.

CITY OF DECATUR

APPROVED BY: _____ DATE _____
DIRECTOR, PUBLIC WORKS DEPARTMENT

APPROVED BY: _____ DATE _____
DIRECTOR, COMMUNITY DEVELOPMENT DEPARTMENT

Legend

Scale: 1" = 40'
O = Iron Pipe or Pin From Prev. Surveys
● = 5/8" Iron Pin Set This Survey
100.00' = Measured Dimension
(100.00') = Record Dimension

0 40 80
Scale in Feet

Bearings are based on the Illinois State Plane Coordinate System - East Zone.

North

FLOOD HAZARD STATEMENT

A portion of this property lies within a Special Flood Hazard Area Zone AE. According the FEMA Flood Insurance Rate Map Panel Number 17115C0320D with an effective date of June 15, 2011.

Permanent Tax Identification Numbers
04-12-25-426-004
04-12-25-426-003

EXHIBIT B

LEGAL DESCRIPTIONS

(A RE-PLAT OF THE FOLLOWING DESCRIBED TRACTS)

(S. Lewis)
Project No. 0344-17(21)minor
P.C.S. File No. 22

A part of Lots Thirty-four (34) and Thirty-six (36) of Brook's Meadow Park Second Addition, as per Plat recorded in Book 982, page 65 of the Records in the Recorder's Office of Macon County, Illinois, described as follows:

Beginning at an iron pin at the Southwest corner of said Lot 34, thence South 70°23' East, along the South boundary line of said Lot 34, a distance of 170.80 feet to an iron pin; thence North 4°29' West (through scrivener's error sometimes previously referred to as North 0°0') to an iron pin on the Southernmost part of the circle of Angle Court, which pin is 25 feet Southwesterly on the segment of the circle of Angle Court from a pin which is the Northeast corner of said Lot 34; thence to the left around said circle, with a radius of 50 feet, along the North boundary line of said Lot 34 to an iron pin, which pin is 14.9 feet Southerly from the most Northern corner of said Lot 34 and the point of intersection with said Lot 36; thence South 32°25' West a distance of 45.4 feet to an iron pin, which is 37.4 feet East of an iron pin on the common Boundary line of said Lots 34 and 36, which point is 72.8 feet Southwesterly from the Southeast corner of said Lot 35; thence South 89°14' West to an iron pin on the West line of said Lot 36, a distance of 118.5 feet; thence South 9°18' East 68 feet along the West line of said Lot 36 to an iron pin, being the point of intersection of the West boundary lines of said Lots 34 and 36; thence continuing South 9°18' East along the West line of said Lot 34, a distance of 174.4 feet to the place of beginning.
(Legal description as shown by a Warranty Deed in Trust filed for record in Book 4626, page 185 in the records of the Recorder's Office of Macon County, Illinois.)

AND

A part of Lots 34 and 36 in Brook's Meadow Park Second Addition, as per Plat recorded in Book 982 page 65 of the Records in the Recorder's Office of Macon County, Illinois, situated in a part of the Southeast 1/4 of the Northeast 1/4 of Section 25, Township 16 North, Range 2 East of the 3rd Principal Meridian, in Macon County, Illinois, the boundary of which is described by metes and bounds as follows: Beginning at the Northeast corner of said Lot 36; thence Westerly along the North line of said Lot 36 a distance of 157.7 feet to an iron pin at the Northwest corner of said Lot 36; thence South 9°18' East along the West line of said Lot 36, a distance of 135 feet to an iron pin; thence North 89°14' East a distance of 81.2 feet to a point on the Southeasterly line of said Lot 36, which said point is 72.8 feet Southwesterly from an iron pin at the Southeast corner of said Lot 36; thence continuing on the same course of North 89°14' East a distance of 37.4 feet to an iron pin; thence North 32°25' East a distance of 45.4 feet to an iron pin on the Southwesterly line of a public highway known as Angle Court, which said line is a circle whose radius is 50 feet, and which said pin is a point on the North side of said Lot 34 a distance of 14.9 feet from the Southeast corner of said Lot 36, around a segment of said circle; thence to the left around a segment of said circle and along the North line of said Lot 34 a distance of 14.9 feet to an iron pin at the Southeast corner of said Lot 36; thence continuing to the left around a segment of said circle whose chord is 58.5 feet a distance of 62.5 feet along the Easterly line of said Lot 36 to an iron pin which is 28.7 feet Southerly from the place of beginning; thence Northerly along the East line of said Lot 36 a distance of 28.7 to the place of beginning.
(Legal description as shown by a Warranty Deed filed for record in Book 4693, page 191 in the records of the Recorder's Office of Macon County, Illinois.)

AND

That part of the Southeast 1/4, of Section 25, Township 16 North, Range 2 East of the Third Principal Meridian, Macon County, Illinois, described as follows:

Beginning at an existing iron pin marking the Northwest corner of Lot 36, Brook's Meadow Park Second Addition, as per Plat recorded in Book 982, page 65 of the Records in the Recorder's Office of Macon County, Illinois; thence S.9°57'23"E.-135.00 feet along the West line of said Lot 36 to an existing iron pin; thence S.9°45'12"E.-68.06 feet along the West line of said Lot 36 to an existing iron pin marking the Southwest corner thereof; thence S.9°45'12"E.-185.37 feet along the Southerly extension of the West line of Lot 34 of said Brook's Meadow Park Second Addition to a point on an existing cast iron sea wall; thence N.49°27'37"W.-25.52 feet along said sea wall; thence N.33°33'29"W.-50.10 feet along said sea wall; thence N.9°04'26"E.-44.97 feet along said sea wall to an iron pin set; thence S.83°46'19"W.-47.45 feet to an iron pin set; thence S.68°19'54"W.-69.85 feet to an iron pin set; thence N.68°22'25"W.-26.83 feet to an iron pin set; thence N.33°19'46"W.-24.20 feet to an iron pin set; thence N.9°29'47"E.-58.26 feet to an iron pin set; thence N.21°48'40"E.-83.25 feet to an iron pin set; thence N.28°20'56"E.-57.56 feet to an iron pin set; thence N.18°09'52"E.-59.81 feet to an iron pin set; thence N.6°52'30"E.-36.82 feet to an iron pin set on the Westerly extension of the North line of said Lot 36; thence N.87°52'10"E.-35.00 feet along said Westerly extension of the North line of said Lot 36 to the point of beginning, containing 0.78 acres, more or less.

AND

That part of Lot 34 in Brook's Meadow Park Second Addition, as per Plat recorded in Book 982, page 65 of the Records in the Recorder's Office of Macon County, Illinois, described as follows: commencing at an existing iron pin marking the Northeast corner of said Lot 34; thence along a curve to the right having a radius of 50.00 feet and a chord that bears S.78°42'52"W. for a chord distance of 24.98 feet to an existing iron pin on the Southernmost part of the circle of Angle Court, said iron pin being the point of beginning; thence S.5°07'15"E.-323.53 feet to an existing iron pin; thence N.1°56'44"W.-185.01 feet to an iron pin set; thence N.9°20'35"W.-139.16 feet to the point of beginning.

DRAINAGE CERTIFICATE

WE, THE UNDERSIGNED, RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OR OWNERS OF THE LAND SUBDIVIDED, OR THE DULY AUTHORIZED ATTORNEY OF SUCH OWNER OR OWNERS, STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISION HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER OR SUBDIVIDERS HAVE A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

STEVEN M. BAUMANN
062-053723
REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS

LICENSE EXPIRES 11/30/2023

STEVEN M. BAUMANN
REG. PROF. ENGINEER NO.062-053723 _____ DATE

OWNER: LEWIS RENTAL PROPERTIES, LLC
STEVEN A. LEWIS _____ DATE

OWNER: THE CINDY K. LEWIS TRUST
CINDY K. LEWIS _____ DATE

OWNER: CASA DEVELOPMENT, LLC
STEVEN A. LEWIS _____ DATE

ROBERT M. COX
LAND SURVEYOR
MT. ZION, ILLINOIS
NO. 3779
STATE OF ILLINOIS

LICENSE EXPIRES 11/30/2022

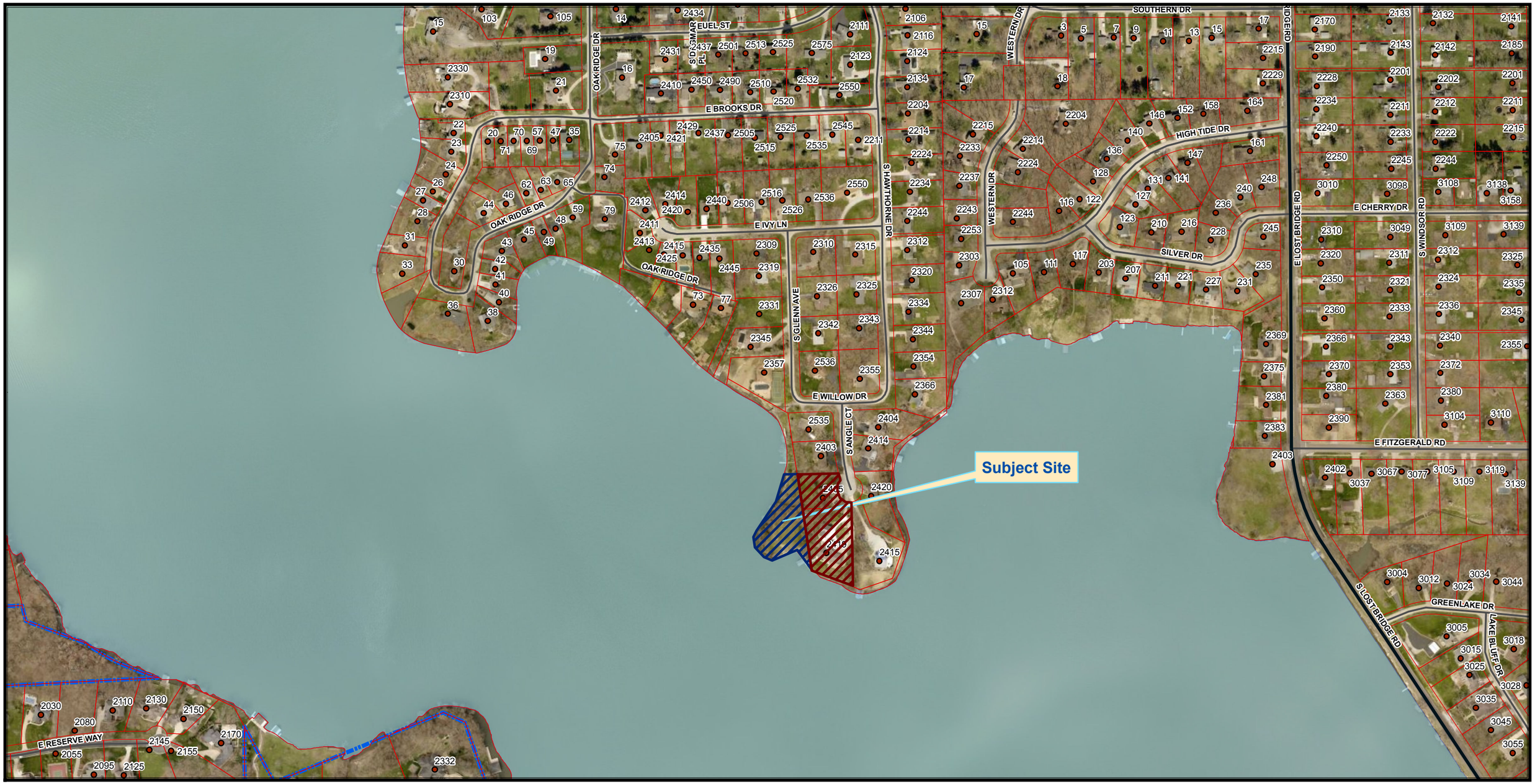
Surveyor's Certificate

I, Robert M. Cox, Illinois Professional Land Surveyor Number 3779, do hereby certify to the best of my knowledge and belief, that this plat correctly represents the results of a survey performed by me in the month of February 2022, in accordance with state statutes governing survey work in the State of Illinois.

February 17, 2022
Rev. 2.21.22

Robert M. Cox
IL. Professional Land Surveyor No. 3779
(License Expires November 30, 2022)

Real Estate Purchase Agreement for
City Property Adjacent to Lake Decatur



Legend

- Parcels
- Prospective Buyers Property
- City Property to be Sold

N W E S

1 inch = 360 feet

DATE: 2/25/2022

MEMO: 2022-14

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Jessica Taylor, Purchasing Supervisor

SUBJECT: Resolution Accepting the Sourcewell Bid Price from Altorfer for the Purchase of Two (2) Caterpillar 926M Wheel Loader's.

SUMMARY RECOMMENDATION:
Staff recommends awarding a contract in the Sourcewell awarded contract amount of $320,000 to Altorfer Cat for two (2) 2022 Caterpillar 926M Wheel Loaders to replace Vehicle #252 and #420.

BACKGROUND:
Vehicle #252 2006 Caterpillar 924G Wheel Loader & Vehicle #420 2006 Caterpillar 924GZ
The Public Works Department Municipal Services Division have requested two (2) new wheel loaders to replace two (2) wheel loaders due to their age and condition.

The replacement wheel loaders are estimated to be delivered in approximately 90 to 180 days.

It is recommended that these vehicles be purchased using Sourcewell awarded contract pricing. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies so those members do not have to duplicate the solicitation process. The City joined Sourcewell several years ago to compare prices. Looking at various bidding options, including the Illinois Joint Purchasing Agreement, the Sourcewell quote is the best option for the requested wheel loaders.

The replaced wheel loaders will be traded in on the new loaders at what staff believes is a very generous amount due to the condition of the trade ins.

PRIOR COUNCIL ACTION:
Funding was approved in the Fiscal Year 2022 Budget.

OTHER BIDDERS: None.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote bid specifications based on Municipal Services Division requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for the expenditures is available in the FY 2022 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Sourcewell Bid Price from Altorfer for the Purchase of Two (2) Caterpillar 926M Wheel Loaders	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE SOURCEWELL BID PRICE FROM ALTORFER FOR THE PURCHASE OF TWO (2) CATERPILLAR 926M WHEEL LOADERS

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

Section 1. That the Sourcewell bid provided by Altorfer for two (2) Caterpillar 926M Wheel Loaders, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell bid price provided by Altorfer, in the amount of $320,000.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Altorfer, for their Sourcewell bid price of $320,000.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 7th day of March 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

ALTORFER CAT

February 17th, 2022

City of Decatur
2600 North Jasper Street
Decatur, IL 62526-4703

We are pleased to provide the following proposal for your review:

Two (2) New CAT® 926M Wheel Loaders

Includes the following standard equipment and options:

Pressurized, Sound Suppressed ROPS/FOPS Cab
Comfort Air Suspension Fabric Seat
Air Conditioner & Heater/Defroster
Internal & Heated External Rear View Mirrors
Front & Rear Sun Visor
AM/FM Radio w/ Bluetooth
Parallel Lift, Z-Bar Loader Linkage
Ride Control
Fusion Quick Coupler
Load Sensing Hydraulics & Steering System
Three-Valve Hydraulics
Joystick Implement Control w/ Directional Control
Proportional Control Roller Switch
Automatic Bucket Positioner/ Kickout
2.0 yd^3 **Multi-Purpose Bucket** w/ Bolt-on Cutting Edge

CAT C7.1 Tier 4 Final Diesel Engine
ACERT™, Turbocharged, & Aftercooled
120V Engine Block Heater
1000 CCA Batteries
Ether Starting Aid
Hydrostatic Transmission (4 Speed Ranges)
Front Axle w/ Differential Lock
Limited Slip Rear Differential
20.5-R25 L2 Tires
Fenders
Front & Rear Halogen Work Lights
Counterweight
Rearview Camera
CAT Product Link Ready
Back-Up Alarm

Equipment Protection Plan (EPP):
60-Months / 2,500 SMH Premier EPP.

Availability:
Approx. 7-8 months, subject to change due to supply.

2022 Sourcewell Membership Selling Price:	**$372,500 for the pair**
Less Trade Value for 2006 924GZ RTA00587	**$ -27,500**
Less Trade Value for 2006 924GZ RTA00588	**$ -25,000**
City of Decatur Net Price:	**$320,000 for the pair**

Due to the ever-volatile supply chain disruptions we all are experiencing, Altorfer CAT highly suggests The City of Decatur places an order for two 926M's as soon as possible to increase the chances of securing them before the limited run is sold out, and leaves JRB with enough time to fill their portion.

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,

Brian Goudie
Machine Sales Representative - Altorfer CAT
309-824-8701 | brian.goudie@altorfer.com

DATE: 2/28/2022

MEMO: 2022-15

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Accepting the Bid of Paul Tree Farms LLC to Provide and Plant Trees for the City of Decatur.

SUMMARY RECOMMENDATION:
It is recommended by staff that the City Council approve, the Mayor be authorized to sign, and the City Clerk attest to a resolution awarding a Purchase Order to Paul Tree Farms for $145,725, as the lowest qualified bidder to provide and plant new trees at various locations.

BACKGROUND:
The City recently received bids to provide and plant trees at various locations in the City as identified below:

Replacement Trees Downtown
The City Council budgeted $80,000 for planting new trees in Fiscal Year 2022. A portion of those funds were planned to be used to replace dead trees in the downtown area. Twenty-nine trees in the downtown area have been flagged for replacement.

22nd Street Trees
In 2021, the Decatur In Bloom organization approached the City requesting assistance in getting bids to provide and plant trees within the State right-of-way on 22nd Street between Garfield Avenue and Pershing Road. The trees are mainly concentrated in front of the old Firestone building and the large island at Pershing/22nd. Thirty trees were requested. It is expected that 100% of these funds will be reimbursed by Decatur In Bloom.

John's Hill Neighborhood
The City Council entered into an agreement with the Buffet Foundation to provide trees in the John's Hill neighborhood. A portion of the funds were to provide boulevard trees and a portion for private trees. The bid was broken out into areas with possible utility conflicts requiring extra care

and areas without utility conflicts. The proposal was to provide and plant 130 trees.

Specifications were prepared by the Municipal Services Division and bids were obtained by the City's Purchasing Division. Letting results are as follows, bid tabulations are attached:

Downtown Trees	
Paul Tree Farms	**$22,165**

22nd Street Trees	
Paul Tree Farms	**$23,010**

John's Hill No Utility Conflicts	
Paul Tree Farms	**$40,035**

John's Hill Utility Conflicts	
Paul Tree Farms	**$60,515**
TOTAL	**$145,725**

Minority Participation
Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts." Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

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

Subcontracting is not required for a City project. Paul Tree Farms will self-preform all work. Their planned staffing will meet the 18% goal for total hours being performed by minority workers.

SCHEDULE: The trees are to be planted from early spring through late summer.

PRIOR COUNCIL ACTION:
The City has entered into an agreement with the Buffett Foundation to fund the installation of new trees in the Johns Hill Neighborhood.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director; Rick Baker, Municipal Services Operations Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for the proposed tree planting contracts is provided in the general operating funds allocated to the Public Works Department. Of the $145,725 authorized, it is expected that $123,560 will be reimbursed by Decatur In Bloom and the Buffett Foundation.

Staffing Impact: Staffing time is allocated for street maintenance.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of Paul Tree Farms LLC to Provide and Plant Trees for the City Resolution Accepting the Bid of Paul Tree Farms LLC to Provide and Plant Trees for the City of Decaturof Decatur	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID OF PAUL TREE FARMS LLC TO PROVIDE AND PLANT TREES FOR THE CITY OF DECATUR

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

Section 1. That the tabulation of bids received to provide and plant trees for the City of Decatur presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Paul Tree Farms LLC, in the amount of $145,725, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Paul Tree Farms LLC, for their bid price of $145,725.

PRESENTED and ADOPTED this 7th day of March 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Project Name: Tree Planting **Bid Date: February 24, 2022** **Time: 10:00 a.m.**			**Paul Tree Farms, LLC** **Pleasant Plains, IL**		
	Description	**Unit**	**Unit Price**	**Total**	**Substitution**
	Area 1- Downtown				
	Acer Freemani 'Armstrong' Maple	14	$750.00	$10,500.00	Pyramidal Hornbeams
	Gleditsia triaconthos inermis 'Skyline' Honey Locust	7	$690.00	$4,830.00	Shademaster Honey Locust
	Tilia americana 'Sentry' Linden	3	$690.00	$2,070.00	Japanese Lilac
	Ulmas X 'Prospector' Elm	4	$750.00	$3,000.00	Green Mountain Sugar Maple
	Quercus rabur 'Fastigiata' columnar English Oak	1	$750.00	$750.00	Golden Glory Dogwood
	1 year tree replacement warranty	29	$25.00	$725.00	
	added root injection	29	$10.00	$290.00	
	Total - Downtown			**$22,165.00**	
	Area 2 -New Trees on 22nd St				
	Sunset Maple	9	$750.00	$6,750.00	
	Swamp Oak	12	$750.00	$9,000.00	Green Mountain Sugar Maple
	Service Berry	9	$690.00	$6,210.00	
	1 year tree replacement warranty	30	$25.00	$750.00	
	added root injection	30	$10.00	$300.00	
	Total - 22nd St			**$23,010.00**	
	Area 3 - New Trees in Johns Hill neighborhood				
	No more than 1/3 each: Rising Sun Redbud, Amur Maple, River Birch	43	$750.00	$32,250.00	River Birch, Japanese Golden Glory Dogwood, Lilac
	No more than 1/3 each: Cleveland Pear, Red Sunset Maple, Silver Linden, American Hornbeam, Swamp White Oak	8	$750.00	$6,000.00	
	1 year tree replacement warranty	51	$25.00	$1,275.00	
	added root injection	51	$10.00	$510.00	
	Total - Johns Hill neighborhood (no gas main)			**$40,035.00**	
	Area 4 - New Trees in Johns Hill neighborhood (gas main present)				
	No more than 1/3 each: Rising Sun Redbud, Amur Maple, River Birch	54	$750.00	$40,500.00	Service Berry, River Birch, Japanese Lilac
	No more than 1/3 each: Cleveland Pear, Red Sunset Maple, Silver Linden, American Hornbeam, Swamp White Oak	25	$690.00	$17,250.00	
	1 year tree replacement warranty	79	$25.00	$1,975.00	
	added root injection	79	$10.00	$790.00	
	Total - Johns Hill neighborhood (gas main present)			**$60,515.00**	

TOTAL **$145,725.00**

DATE: 2/28/2022

MEMO: 2022-12

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Motion Adopting City Council Policy Tree Planting Program

SUMMARY RECOMMENDATION:
Over the past two fiscal years, the City Council has approved funding to plant trees. There has also been a desire for a neighborhood tree planting component to the funding. The Tree Planting Program Policy proposes to provide funding to assist property owners in planting trees on the street side of their property to enhance the street appeal of the property.

The attached policy language provides an outline for a method the City can use to cost share tree planting on the street side yards of private properties (thereby contributing to improvement of streetscapes, even when part of it lies on private property). The proposed policy gives property owners maximum choice in selecting the type and size of tree that they desire. As proposed, the property owner will own and maintain the tree. A qualified tree provider will provide and install the tree. It requires the City to inspect the final installation prior to final payment. Inspections will be conducted by the field staff of the Public Works Department.

BUDGET/TIME IMPLICATIONS: The reimbursement portions of the program will be funded from the tree planting allocations already included in the 2022 budget that are not allocated to the Paul Tree Farms contract.

ATTACHMENTS:

Description	Type
City Council Policies Tree Planting Program	Backup Material

E. INFRASTRUCTURE

2. Decatur Tree Planting Program (March 7, 2022)

Background

The City is benefited by having a robust tree canopy which improves the environment and livability of the City. To encourage the planting and growth of trees, the City has established a cost share program to assist property owners in planting trees on the street side of their residential properties. This will enhance the street appearance of the neighborhood and improve property values.

A robust tree canopy provides environmental benefits including reductions in temperature and energy use; improvement in air quality; reduced noise; reduces storm water runoff; and improved wildlife habitats. The economic and social benefits of a city's tree canopy include an improved appearance; increased property values; and better health.

To encourage an increase in tree planting and improving the overall tree canopy of the City, when sufficient funds are budgeted, the City will, from and after the date of this City Council Policy Statement, offer an 80% contribution, up to a maximum of $400 to have a tree planted on the street side of residential properties.

This policy outlines the general requirements for the approval of City contributions toward planting trees on private residential properties.

Requirements

1. When the City Council approves funding, the Public Works Department will offer an 80% contribution, to a maximum of $400, toward the installation of a tree in the street side yard of a residential property.
2. The property must be a single-family residential property.
3. The applicant's property must be within the corporate limits of the City.
4. The applicant must own the property that will receive the new tree.
5. The applicant must apply and be approved for participation in the tree program.
6. After obtaining an approved application from the City, the applicant will contract with an approved tree provider within Macon County to plant a tree of their choice within the street side yard of their residential property.
7. The tree must be a minimum of 2" caliper (diameter).
8. The tree must be provided and planted by the tree provider.
9. The tree must be planted a minimum of 10' but not more than 30' off the right of way.
10. Upon receiving an approved application from the property owner, the participating tree provider can invoice the City for its 80% contribution. Alternately, the property owner will purchase the tree and submit the approved application to the City for reimbursement.

11. Upon inspection and approval of the installation, the City will authorize payment to the tree provider or property owner.
12. The tree provider will be employed by the applicant and not the City.
13. The City of Decatur will not own, maintain, or warranty the tree. It remains under the sole ownership and maintenance of the applicant and whatever warranties or guarantees offered by the tree provider.
14. An approved tree provider will have a business located in Macon County. The business will have the documented ability and experience to provide and plant trees.

Funding for this program is appropriated in the general funds allocated the Public Works Department as part of the yearly budget approval process. Funding for private tree contributions will be allocated until all authorized funding is expended. Approvals will be on a first come first served basis.

DATE: 2/18/2022

MEMO: 2022-11

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 Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2022 Trenchless Long Lining Repairs Project, City Project 2022-28

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a contract in the amount of $903,375.49 for the 2022 Trenchless Long Lining Repairs Project, City Project 2022-28, with Insituform Technologies USA, LLC as the lowest qualified and responsible bidder, 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.

BACKGROUND:

Sanitary Sewer Priorities

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

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

The 2022 Trenchless Long Lining Repairs project primarily addresses priority number 4 by repairing deteriorated sanitary sewer pipes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2022 Trenchless Long Lining Project

The purpose of this project is to repair structural deficiencies that have been identified within the

sanitary sewer system with a minimum disruption to service and disturbance to the surface. Structural deficiencies include broken and missing pieces of pipe, offset pipe joints and voids. The project locations were identified from the annual televised inspections conducted in the City's sanitary sewer system.

The trenchless long lining process involves the insertion of a resin saturated felt tube from manhole to manhole that hardens to provide a smooth repair. The felt tube is inflated using water or air through the sewer. Water or air pressure is increased in the tube which presses it tightly against the walls of the sewer pipe. The water or air is then heated to activate the resin system within the tube, causing the pipe lining to cure and harden to form a new structural pipe within the old damaged sewer pipe. When curing is complete, private lateral lines are re-opened using a remote-controlled cutting tool. Long lining is the most cost-effective approach to repair deteriorating pipes.

The 2022 Trenchless Long Lining Repairs Project will line approximately 15,630 lineal feet of sanitary sewers ranging from 8-in to 36-in and 1,000 lineal feet of storm sewers ranging from 18-in to 36-in diameter. The work also includes lateral reinstatement, video inspection, sewer cleaning, liner testing, and traffic control.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project was advertised January 26, 2022 and bids were opened on Wednesday, February 16, 2022. The results for the letting are as follows:

Bidder	**Bid Price**	**Compared to Engineer's Est. Over (-Under)**	**Base Bid Price + Alternate A-E**	**Compared to Engineer's Est. Over (-Under)**
Insituform Technologies USA, LLC	**$744,800.44**	**(23.74%)**	**$903,375.49**	**(24.59%)**
SAK Construction, LLC	$787,195.00	(19.40%)	**$959,925.00**	**(19.87%)**
Engineer's Estimate	**$976,700.00**	-------	**$1,197.980.00**	--------

Insituform Technologies USA, LLC provided the lowest, qualified bid at 24.6% below the Engineers Estimate. Insituform is located in the St. Louis area and has successfully completed sewer lining work for the City in the past. They have completed many annual trenchless long lining projects and were the general contractor for the Lake Shore Drive Sewer Critical Sewer Rehabilitation Division B and C and Union Street Sewer Critical Sewer Rehabilitation Project. Insituform will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Insituform Technologies USA, LLC to perform the 2022 Trenchless Long Lining Repairs project.

Minority Participation
Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts." Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

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

Subcontracting is not required for a City project. Insituform will self-preform an estimated 90.9% of the contract and subcontract with the local sewer televising and cleaning firm, Tele-Scan Inc., for 9.1% of the work. Insituform provided documentation that a good faith effort was made to comply with the City's goals.

PRIOR COUNCIL ACTION:
The City Council approved the FY 2022 Budget which allocated funds for this project. This is a yearly major maintenance project for the City.

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department on January 12, 2022.

SCHEDULE: The project will begin when a Notice to Proceed has been issued following Council approval and is to be completed October 1, 2022.

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

INPUT FROM OTHER SOURCES: None.

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for this project is allocated in the Sanitary Sewer Fund at $809,335.49 and Stormwater Fund at $94,040.
The recommended bid base plus alternates is $903,375.49 . The Sanitary Sewer Fund is supported by Sanitary Sewer User Fees and the Stormwater Fund is supported by the Stormwater Utility Fees.

Staff Impact: Staff time has been allocated to provide oversight for this project.

ATTACHMENTS:
Description Type

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for the 2022 Trenchless Long Lining Repairs, City Project 2022-28	Resolution Letter
Counsel Bid Tab	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR THE 2022 TRENCHLESS LONG LINING REPAIRS, CITY PROJECT 2022-28

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

Section 1. That the tabulation of bids received for City Project 2022-28, 2022 Trenchless Long Lining Repairs, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Insituform Technologies USA, LLC, in the amount of $903,375.49 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 Insituform Technologies USA, LLC, attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $903,375.49.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of $50,000 as a bonus.

PRESENTED and ADOPTED this 7th day of March 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

PROJECT MANUAL

2022 TRENCHLESS LONG LINING REPAIRS PROJECT

CITY PROJECT 2022-28

January 2022

a project of the

CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523

FOR BIDDING

CITY OF DECATUR
2022 TRENCHLESS LONG LINING REPAIRS

Julie Moore Wolfe, Mayor

Ed Culp	David Horn
Chuck Kuhle	Dennis R. Cooper
Lisa Gregory	Bill Faber

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

CITY OF DECATUR

2022 TRENCHLESS LONG LINING REPAIRS

CITY PROJECT 2022-28

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***10:00 A.M., Wednesday, February 16, 2022,*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2022 TRENCHLESS LONG LINING REPAIRS

CITY PROJECT 2022-28

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

The proposed improvement consists of performing approximately 16,630 feet of cured in place pipe long linings to repair damaged and failed sections of 8", 10", 12", 15", 18", 21", 24", 27", 30" and 36" sanitary and storm sewers at various locations throughout the City. The work also includes sewer cleaning, video inspection, lateral reinstatement, mobilization and traffic control.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID** will be held by ***CONFERENCE CALL ONLY*** on **February 2, 2022, at 10:30 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project. To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**

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

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

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

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

5. The City of Decatur will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at https://www.decaturil.gov/departments/public-works/contractor-project-bid-information/ after the award of a contract.

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

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

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

9. The 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 if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

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

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

REJECTION OF BIDS:

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

January 26, 2022	Matthew C. Newell, PE
Date Advertised	Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2022 Trenchless Long Lining Repairs**

City Project No.: **2022-28**

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.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee, 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
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

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
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

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 five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com.

The City of Decatur maintains City project information on the City's web site at https://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. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Minority workers should perform **18%** of the total hours worked.

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

C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of $50,000.

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 **Minority Business Enterprise (MBE) 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 (MBE) 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 Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

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

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

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. 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 and written procurement contracts awarded based on formal submission of bids;
C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
D. Promoting the use of MBE and minority workers in City public works projects;
E. Ensuring that 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 inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

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.
C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

A. As allowed by law, Contractors for City public works 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/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. 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 in the selection of subcontractors.

D. 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.

E. 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 sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. 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 and to MBEs and minority workers;
   iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
   iv. Providing interested MBEs 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 MBEs and firms that employ minority workers;
   vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
   vii. Assisting interested MBEs 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 MBEs and minority workers;
   ix. If an MBE 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.

G. 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.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, 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.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or 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. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

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 MBEs 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.

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
INSITUFORM TECHNOLOGIES USA, LLC
17988 Edison Avenue
Chesterfield, MO 63005

OWNER:
(Name, legal status and address)
City of Decatur, Illinois
1 Gary K. Anderson Plaza
Decatur, IL 62523

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty And Surety Company Of America
One Tower Square
Hartford, CT 06183

Mail Notices To:
Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183

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

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

BOND AMOUNT: Ten Percent of the Amount Bid ---------- dollars ($ 10% of Amount Bid)

PROJECT: 2022 Trenchless Long Lining Repairs Project; Project No. 2022-28

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

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 (I) 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 **16th** day of **February, 2022.**

(Witness)
Christlanda Adkins
Contracting & Attesting Officer

(Witness) Ashley Miller, Witness

INSITUFORM TECHNOLOGIES USA, LLC
(Principal) ***(Seal)***

(Title) Janet Hass, Contracting & Attesting Officer

Travelers Casualty And Surety Company Of America
(Surety) ***(Seal)***

(Title) Andrew P. Thome, Attorney-In-Fact

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State of **Missouri**
County of **St. Louis**

On **2/16/2022**, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Andrew P. Thome** known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

_____
Ashley Miller, Notary Public

ASHLEY MILLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES DEC. 21, 2025
ID #13556557

My Commission Expires: _____

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **CHESTERFIELD**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16** day of **February**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID PROPOSAL

RETURN WITH BID

For Construction of: **2022 Trenchless Long Lining Repairs**

City Project No.: **2022-28**

Owner: City of Decatur, Illinois

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions 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
1	2/10/2022	SJA

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.	Clean/TV - TeleScan Inc	$68,047.50 Base
2.		$82,432.50 Base + Alts
3.		
4.		

RETURN WITH BID

DATE February 16 **, 2022**

(If an Individual)
Signature of Bidder _____ (SEAL)

Tax ID #: _____

Business Address &
Email Address _____

_____

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

By: _____

Business Address &
Email Address _____

_____

Names of All
Members of Firm _____

_____

(If a Corporation)
Corporate Name Insituform Technologies USA, LLC (SEAL)

By: Janet Hass Janet Hass, Contracting & Attesting Officer
Vice-President

Business Address &
Email Address 17988 Edison Avenue, Chesterfield, MO 63005
jhass@aegion.com

_____

Names of Officers Ralph E. Western
President

Monta M. Bolles
Secretary

John Heggemann
Treasurer

Attest: Jana Lause Jana Lause, Contracting & Attesting Officer
Secretary

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2022 TRENCHLESS LONG LINING REPAIRS
CITY PROJECT 2022-28

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	SANITARY SEWER LINER, 8 INCH	FOOT	6,760	23-	155,480-
2	SANITARY SEWER LINER, 10 INCH	FOOT	870	31-	26,970-
3	SANITARY SEWER LINER, 12 INCH	FOOT	2,285	31-	70,835-
4	SANITARY SEWER LINER, 15 INCH	FOOT	700	45-	31,500-
5	SANITARY SEWER LINER, 18 INCH	FOOT	700	75-	52,500-
6	SANITARY SEWER LINER, 21 INCH	FOOT	385	75-	28,875-
7	SANITARY SEWER LINER, 24 INCH	FOOT	1,055	104-	109,720-
8	SANITARY SEWER LINER, 27 INCH	FOOT	155	150-	23,250-
9	STORM SEWER LINER, 12 INCH	FOOT	280	47-	13,160-
10	STORM SEWER LINER, 18 INCH	FOOT	520	54-	28,080-
11	STORM SEWER LINER, 36 INCH	FOOT	200	215-	43,000-
12	PROTRUDING LATERAL CUT-OUT	EACH	14	260-	3,640-
13	LATERAL REINSTATEMENT	EACH	299	50-	14,950-
14	FINAL PROJECT REPORT	L SUM	1	500-	500-
15	CURED-IN-PLACE LINER TESTING	EACH	44	0.01	0.44
16	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	$40,000.00	$40,000.00
17	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	13,555	7-	94,885-
18	INITIAL SEWER CLEANING & VIDEO INSPECTION > 24"	FOOT	355	21-	7,455-
				TOTAL BASE BID	744,800.44

TOTAL BASE BID IN WORDS Seven hundred fourty four thousand, eight hundred dollars and 44/100 cents

RETURN WITH BID

ALTERNATE "A"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
A.1	SANITARY SEWER LINER, 36 INCH	FOOT	390	137-	53,430-
A.2	LATERAL REINSTATEMENT	EACH	5	225-	1,125-
A.3	CURED-IN-PLACE LINER TESTING	EACH	1	0.01	0.01
A.4	INITIAL SEWER CLEANING & VIDEO INSPECTION > 24"	FOOT	390	21-	8,190-
				TOTAL ALTERNATE "A"	62,745.01

TOTAL ALTERNATE "A" IN WORDS Sixty two thousand, seven hundred forty five and 01/100 cents

ALTERNATE "B"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
B.1	SANITARY SEWER LINER, 8 INCH	FOOT	450	21-	9,450-
B.2	LATERAL REINSTATEMENT	EACH	6	50-	300-
B.3	CURED-IN-PLACE LINER TESTING	EACH	1	0.01	0.01
B.4	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	450	7-	3,150-
				TOTAL ALTERNATE "B"	12,900.01

TOTAL ALTERNATE "B" IN WORDS Twelve thousand, nine hundred and 01/100

ALTERNATE "C"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
C.1	SANITARY SEWER LINER, 18 INCH	FOOT	890	37-	32,930-
C.2	LATERAL REINSTATEMENT	EACH	1	50-	50-
C.3	CURED-IN-PLACE LINER TESTING	EACH	1	0.01	0.01
C.4	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	890	7-	6,230-
				TOTAL ALTERNATE "C"	39,210.01

TOTAL ALTERNATE "C" IN WORDS Thirty nine thousand two hundred ten and 01/100 cents

RETURN WITH BID

ALTERNATE "D"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
D.1	SANITARY SEWER LINER, 12 INCH	FOOT	615	31-	19,065-
D.2	LATERAL REINSTATEMENT	EACH	1	50-	50-
D.3	CURED-IN-PLACE LINER TESTING	EACH	1	0.01	0.01
D.4	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	615	7-	4,305-

TOTAL ALTERNATE "D" 23,420.01

TOTAL ALTERNATE "D" IN WORDS Twenty three thousand, four hundred twenty and 01/100 cents

ALTERNATE "E"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
E.1	SANITARY SEWER LINER, 12 INCH	FOOT	375	47-	17,625-
E.2	LATERAL REINSTATEMENT	EACH	1	50-	50-
E.3	CURED-IN-PLACE LINER TESTING	EACH	1	0.01	0.01
E.4	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	375	7-	2,625-

TOTAL ALTERNATE "E" 20,300.01

TOTAL ALTERNATE "E" IN WORDS Twenty thousand, three hundred and 01/100 cents

TOTAL BASE BID + ALTERNATES "A-E" 903,375.49

TOTAL BASE BID +ALTERNATES "A-E" IN WORDS Nine hundred three thousand, three hundred seventy five and 49/100 cents

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	February 16, 2022	Project Title:	2022 Trenchless Long Lining REpairs
Total Contract Value:	903,375.49	Project Number:	2022-28

Section I: Prime Contractor Information

Prime Contractor: Insituform Technologies USA, LLC

Address: 17988 Edison Avenue, Chesterfield, MO 63005

Phone: 636-530-8000

Contact Person: Janet Hass

Email: jhass@aegion.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
TeleScan Inc	NON	82,432.50	9.12%	clean/TV
Totals				

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
NA			
Totals			

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
DAVID MASON & ASSOC	Clean/TV	Twice the price of TSI
• If more firms submitted quotes, please copy this form and attach the additional information.		

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Blue Nile	Email & Phone	Did not want to bid
GLS Diversified	Email & Phone	Did not want to bid
• If more firms were contacted, please copy this form and attach the additional information.		

Section V:
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for 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 and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE 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 MBE's 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 or MBEs.

Janet Hass
Signature of Prime Contractor

February 16, 2022
Date

Janet Hass, Contracting & Attesting Officer

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	February 16, 2022	Project Title:	2022 Trenchless Long Lining Repairs
		Project Number:	2022-28

Prime Contractor: Insituform Technologies USA, LLC

Address: 17988 Edison Avenue, Chesterfield, MO 63005

Phone: 636-530-8000

Contact Person: Janet Hass, Contracting & Attesting Officer

Email: jhass@aegion.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

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

☒	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☒	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Janet Hass, Contracting & Attesting Officer — Signature of Prime Contractor

February 16, 2022 — Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

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

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

REVIEWED BY:

Public Works Director — Date

Insituform Technologies USA, LLC is a subsidiary of Aegion Corporation

Insituform Technologies USA, LLC

580 Goddard Avenue
Chesterfield, MO 63005
www.insituform.com

Name: Greg Patton
Title: Business Development Manager
Phone: (314) 409-5069

Fax: 636-898-5094
Email: gpatton@insituform.com

February 16, 2022

Matt Newell
Director of Public Works
1 Gary K. Anderson Plaza
Decatur, IL 62523
mnewell@decaturil.gov
(217) 424-2747

REFERENCE: City of Decatur, IL 2022 Trenchless Long Lining Repairs
City Project 2022-28

Dear Mr. Newell,

In reference to the above project, Insituform Technologies USA, LLC., needs to submit a request for a waiver on the 10% MBE goal listed in the specifications for dollars spent on contract based upon the following reasons:

1) The only subcontracting opportunities on this project are bid items 12 (Protruding Lateral Cut-out), 17 (Initial Sewer Cleaning & Video Inspection 8" – 24"), and 18 (Initial Sewer Cleaning & Video Inspection > 24"). Among the alternates proposed, those three items (protruding lateral, cleaning/inspecting 8" – 24", and cleaning/inspecting > 24") remain the only subcontracting opportunities

2) As you are aware, these three bid items are a highly specialized concentration, and there are only a handful of companies that perform this type of work. The only MBE companies that service our area are:

David Mason & Associates
800 South Vandeventer
St. Louis, MO 63110
MBE – African American
(314) 534-1030

Blue Nile Contractors
95 South Drake
Claycomo, MO 64119
MBE – African American
(816) 505-1302

GLS Diversified Contractors
900 Coffey Street
Indianapolis, IN 46221
(317) 292-9622
MBE – African American

We contacted all three of the above companies, via email and phone, but only David Mason & Associates was interested in bidding the project. Henok Tekeste, President of Blue Nile stated that he has enough backlog and he is not interested in quoting a project so far from his base location of Birmingham MO. Granville Singh of GLS stated that Decatur is further than he would like to travel at this time so he would pass on providing a quote.

David Mason & Associates did provide a quote for the project, however they were not competitive in comparison to the only other quote we received for this scope (with David Mason being more than 37% higher than Tele Scan Inc.), and utilizing David Mason's bid, instead of the low bid from TSI, would quote probably have put our bid out of the running, due to the excessive costs.

3) We reached out to Laborers' Local 159 to verify that there were no other MBE Clean and TV companies in our area. We also searched on the Illinois UCP Directory to verify there were new Clean and TV companies in our area that we may have been unaware of.

4) In summary, despite every attempt to find qualified MBE contractors to bid the project, because of the unique scope of work, and lack of capacity, we received only one MBE bid. The awarding of the subcontract to DMA (as a MBE) is impracticable because it would increase our bid price, and therefore cost the City of Decatur more and more than probably put us over our competitors pricing.

For these reasons, we are not able to meet the MBE requirement, and respectfully request a waiver from the required participation in said program.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Greg Patton
Business Development Manager

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

Notification of Change in Participation

Date:	February 16, 2022	Project Title:	2022 Trenchless Long Lining Repairs
		Project Number:	2022-28

Prime Contractor: Insituform Technologies USA, LLC

Address: 17988 Edison Avenue, Chesterfield, MO 63005

Phone: 636-530-8000

Contact Person: Janet Hass, Contracting & Attesting Officer

Email: jhass@aegion.com

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:		To Name:	
Address:		Address:	
Phone:		Phone:	
Status:	☐ MBE ☐ Non-MBE	Status:	☐ MBE ☐ Non-MBE
		Contract Amount:	
Will the scope of work change?	☐ Yes ☐ No		

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Janet Hass — Signature of Prime Contractor — Janet Hass — February 16, 2022 — Date

Jana Lause — Signature of Prime Contractor — Jana Lause — February 16, 2022 — Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	February 16, 2022	Project Title:	2022 Trenchless Long Lining Repairs
Total Contract Value:		Project Number:	2022-28

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

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

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Janet Hass	Janet Hass
Title	**Date**
Contracting & Attesting Officer	February 16, 2022

Minority Business Enterprise Signature	Print
Title	**Date**
	February 16, 2022

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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	February 16, 2022	Project Title:	2022 Trenchless Long Lining Repairs
Total Contract Value:		Project Number:	2022-28

Section I: Prime Contractor Information

Prime Contractor: Insituform Technologies USA, LLC

Address: 17988 Edison Avenue, Chesterfield, MO 63005

Phone: 636-530-8000

Contact Person: Janet Hass, Contracting & Attesting Officer

Email: jhass@aegion.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				
If more MBE's 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 of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☐	Other – (State reason and attach explanation)

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.

Janet Hass

Signature of Prime Contractor

February 16, 2022

Date

Janet Hass, Contracting & Attesting Officer

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF MISSOURI)
) ss
COUNTY OF ST. CHARLES)

Janet Hass, being first duly sworn, deposes and says that they are Contracting & Attesting Officer (sole owner, partner, president, secretary, etc.) of Insituform Technologies USA, LLC, 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: Janet Hass Janet Hass

Contracting & Attesting Officer
Title

Subscribed and sworn to before me this 16 day of February, 2022.

(SEAL)

KAREN L. SACK
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Aug. 28, 2025
Commission # 17500031

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.

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF _____)
) ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says that they are _____ (sole owner, partner, president, secretary, etc.) of _____, 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:

_____
Title

Subscribed and sworn to before me this _____ day of _____, 2022.

(SEAL) _____
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.

CONTRACT

THIS CONTRACT, made and entered into this 7th day of March, 2022, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Insituform Technologies USA, LLC, 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 **"2022 Trenchless Long Lining Repairs, City Project 2022-28,** 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 October 1, 2022.**

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	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provision
Contract Change Orders	Supplemental Specifications
Performance Bond	Appendix(s)
Addenda No. 1, Dated 2/10/22	

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

In case of discrepancy, the order of precedence is as follows:

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

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

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

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

ATTEST: CITY OF DECATUR, ILLINOIS

_____ By _____

CITY CLERK MAYOR

INSITUFORM TECHNOLOGIES
USA, LLC

_____ By _____

SECRETARY (Corporate Seal) PRESIDENT

City of Decatur, Illinois

Contract Bond

Project 2022 Trenchless Long Lining Repairs

Project Number 2022-28

We, Insituform Technologies, USA, LLC

17988 Edison Avenue, Chesterfield, MO 63005

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

as PRINCIPAL, and _____

_____ as SURETY,

Nine Hundred Three Thousand, Three Hundred Seventy-Five Dollars and 49/100----------

---------- Dollars ($903,375.49), 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. 2022

PRINCIPAL

Burdick Plumbing & Heating Co. Inc.
(Company Name)

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 or PRINCIPAL)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

SURETY

_____
(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. **(SEAL)**

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

CITY OF DECATUR

Approved this 22nd day of February, A.D. 2022

Attest:

_____
Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

_____
Julie Moore Wolfe, Mayor

Project Name: 2022 Trenchless Long Lining Repairs

Project Number: 2022-28

Bid Date: February 16, 2022

Time: 10:00 a.m.

Fund: Sewer Fund & Storm Sewer Fund

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

Item Number	Pay Item	Quantity	Unit	Engineer's Estimate City Engineering Division Unit Price	Total	Insituform Technologies USA, LLC 17988 Edison Avenue Chesterfield, MO 63005 Unit Price	Total	SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 Unit Price	Total
1	SANITARY SEWER LINER, 8 INCH	6,760	FOOT	$30.00	$202,800.00	$23.00	$155,480.00	$24.50	$165,620.00
2	SANITARY SEWER LINER, 10 INCH	870	FOOT	$35.00	$30,450.00	$31.00	$26,970.00	$36.50	$31,755.00
3	SANITARY SEWER LINER, 12 INCH	2,285	FOOT	$40.00	$91,400.00	$31.00	$70,835.00	$36.50	$83,402.50
4	SANITARY SEWER LINER, 15 INCH	700	FOOT	$65.00	$45,500.00	$45.00	$31,500.00	$61.00	$42,700.00
5	SANITARY SEWER LINER, 18 INCH	700	FOOT	$75.00	$52,500.00	$75.00	$52,500.00	$75.50	$52,850.00
6	SANITARY SEWER LINER, 21 INCH	385	FOOT	$90.00	$34,650.00	$75.00	$28,875.00	$83.50	$32,147.50
7	SANITARY SEWER LINER, 24 INCH	1,055	FOOT	$150.00	$158,250.00	$104.00	$109,720.00	$107.50	$113,412.50
8	SANITARY SEWER LINER, 27 INCH	155	FOOT	$165.00	$25,575.00	$150.00	$23,250.00	$194.50	$30,147.50
9	STORM SEWER LINER, 12 INCH	280	FOOT	$115.00	$32,200.00	$47.00	$13,160.00	$37.00	$10,360.00
10	STORM SEWER LINER, 18 INCH	520	FOOT	$140.00	$72,800.00	$54.00	$28,080.00	$76.00	$39,520.00
11	STORM SEWER LINER, 36 INCH	200	FOOT	$200.00	$40,000.00	$215.00	$43,000.00	$214.00	$42,800.00
12	PROTRUDING LATERAL CUT-OUT	14	EACH	$300.00	$4,200.00	$260.00	$3,640.00	$250.00	$3,500.00
13	LATERAL REINSTATEMENT	299	EACH	$100.00	$29,900.00	$50.00	$14,950.00	$50.00	$14,950.00
14	FINAL PROJECT REPORT	1	L SUM	$2,000.00	$2,000.00	$500.00	$500.00	$250.00	$250.00
15	CURED-IN-PLACE LINER TESTING	44	EACH	$300.00	$13,200.00	$0.01	$0.44	$275.00	$12,100.00
16	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
17	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8"-24"	13,555	FOOT	$7.00	$94,885.00	$7.00	$94,885.00	$5.00	$67,775.00
18	INITIAL SEWER CLEANING AND VIDEO INSPECTION >24"	355	FOOT	$18.00	$6,390.00	$21.00	$7,455.00	$11.00	$3,905.00
	TOTAL BASE BIDS (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE				$976,700.00		$744,800.44 -23.74%		$787,195.00 -19.40%
	ALTERNATE "A"								
A.1	SANITARY SEWER LINER, 36 INCH	390	FOOT	$190.00	$74,100.00	$137.00	$53,430.00	$162.00	$63,180.00
A.2	LATERAL REINSTATEMENT	5	EACH	$100.00	$500.00	$225.00	$1,125.00	$50.00	$250.00
A.3	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$0.01	$0.01	$250.00	$250.00
A.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION >24"	390	FOOT	$18.00	$7,020.00	$21.00	$8,190.00	$11.00	$4,290.00
	TOTAL ALTERNATE "A" BIDS (AS CORRECTED)				$81,920.00		$62,745.01		$67,970.00
	ALTERNATE "B"								
B.1	SANITARY SEWER LINER, 8 INCH	450	FOOT	$30.00	$13,500.00	$21.00	$9,450.00	$24.50	$11,025.00
B.2	LATERAL REINSTATEMENT	6	EACH	$100.00	$500.00	$50.00	$300.00	$50.00	$300.00

Project Name: 2022 Trenchless Long Lining Repairs

Project Number: 2022-28

Bid Date: February 16, 2022

Time: 10:00 a.m.

Fund: Sewer Fund & Storm Sewer Fund

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

Item Number	Pay Item	Quantity	Unit	Engineer's Estimate City Engineering Division Unit Price	Total	Insituform Technologies USA, LLC 17988 Edison Avenue Chesterfield, MO 63005 Unit Price	Total	SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 Unit Price	Total
B.3	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$0.01	$0.01	$250.00	$250.00
B.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8"-24"	450	FOOT	$7.00	$3,150.00	$7.00	$3,150.00	$5.00	$2,250.00
	TOTAL ALTERNATE "B" BIDS (AS CORRECTED)				$17,450.00		$12,900.01		$13,825.00
	ALTERNATE "C"								
C.1	SANITARY SEWER LINER, 18 INCH	890	FOOT	$75.00	$66,750.00	$37.00	$32,930.00	$50.00	$44,500.00
C.2	LATERAL REINSTATEMENT	1	EACH	$100.00	$500.00	$50.00	$50.00	$50.00	$50.00
C.3	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$0.01	$0.01	$250.00	$250.00
C.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8"-24"	890	FOOT	$7.00	$6,230.00	$7.00	$6,230.00	$5.00	$4,450.00
	TOTAL ALTERNATE "C" BIDS (AS CORRECTED)				$73,780.00		$39,210.01		$49,250.00
	ALTERNATE "D"								
D.1	SANITARY SEWER LINER, 12 INCH	615	FOOT	$40.00	$24,600.00	$31.00	$19,065.00	$36.50	$22,447.50
D.2	LATERAL REINSTATEMENT	1	EACH	$100.00	$500.00	$50.00	$50.00	$50.00	$50.00
D.3	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$0.01	$0.01	$250.00	$250.00
D.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8"-24"	615	FOOT	$7.00	$4,305.00	$7.00	$4,305.00	$5.00	$3,075.00
	TOTAL ALTERNATE "D" BIDS (AS CORRECTED)				$29,705.00		$23,420.01		$25,822.50
	ALTERNATE "E"								
E.1	SANITARY SEWER LINER, 12 INCH	375	FOOT	$40.00	$15,000.00	$47.00	$17,625.00	$36.50	$13,687.50
E.2	LATERAL REINSTATEMENT	1	EACH	$100.00	$500.00	$50.00	$50.00	$50.00	$50.00
E.3	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$0.01	$0.01	$250.00	$250.00
E.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	375	FOOT	$7.00	$2,625.00	$7.00	$2,625.00	$5.00	$1,875.00
	TOTAL ALTERNATE "E" BIDS (AS CORRECTED)				$18,425.00		$20,300.01		$15,862.50
	TOTAL (BASE BID + ALTERNATES "A-E") (AS CORRECTED) **Percent Over Under ENGINEER'S ESTIMATE**				**$1,197,980.00**		**$903,375.49** **-24.59%**		**$959,925.00** **-19.87%**

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

2/18/22
Date

DATE: 3/2/2022

MEMO: 2022-16

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Chris Bergschneider, Fleet Maintenance Supervisor
Jessica R. Taylor, Purchasing Supervisor

SUBJECT: Resolution Accepting the Automotive Equipment Sales and Service Quote Price for the Replacement of Fleet Maintenance Garage Bay #16 Heavy Truck In Ground Lift.

SUMMARY RECOMMENDATION:
It is recommended by staff that the City Council approve the attached resolution approving an expenditure of $53,194.83 to Automotive Equipment Sales and Service for the replacement of the Fleet Maintenance garage bay #16 heavy truck lift.

BACKGROUND:
The City Municipal Services Center which includes the Fleet Maintenance Facility is 34 years old and the bay #16 heavy truck lift requires replacement due to its condition which currently renders it unreliable. Fleet Maintenance received quotes from two area companies to replace the hydraulic heavy truck lift in bay #16. Those quotes are tabulated below:

Heavy Truck Lift Quotes	
Automotive Equipment Sales and Service	$53,194.83
Illinois Oil Marketing Equipment, Inc.	$75,495.03

There is approximately a four to six week lead time on the parts to replace lift and technicians will be at the shop for five to seven working days for replacement.

Minority Participation
Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts." Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

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

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

Subcontracting is not required for a City project. Automotive Equipment Sales and Service will self-preform all work. They are a family owned business with a non-minority work force and do not propose to hire additional employees for this work and will therefore not meet the total hours worked goal.

STAFF REFERENCE: Matt Newell, Director of Public Works Dan Mendenall, Municipal Services Manager and Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Funding for the expenditure is $53,194.83 and will be paid from the FY2022 Fleet-Large Capital Expense budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Automotive Equipment Sales and Service Quote Price for the Replacement of Fleet Maintenance Garage Bay #16 Heavy Truck In Ground Lift	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE AUTOMOTIVE EQUIPMENT SALES AND SERVICE QUOTE PRICE FOR THE REPLACMENT OF FLEET MAINTENANCE GARAGE BAY #16 HEAVY TRUCK IN GROUND LIFT

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

Section 1. That the Automotive Equipment Sales and Service quote received for the replacement of Fleet Maintenance Garage Bay #16 Heavy Truck In Ground Lift, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Automotive Equipment Sales Service, in the amount of $53,194.83, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Automotive Equipment Sales and Service at their quote price of $53,194.83.

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 7th day of March 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Automotive Equipment Sales & Service,

161 U.S. Highway 51
PANA, IL 62557

Ph. 877-562-4940 Fax 217-562-7080

Bay 16

CITY OF DECATUR
ATTN: ACCOUNTING DIVISION
#1 GARY K ANDERSON PLAZA
DECATUR, IL 62523-1196

Estimate

19330

DATE	P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT
2/9/2022		DUE ON RECEIPT	1/15/2021	BJH		

ITEM	DESCRIPTION	QTY	TOTAL
	PREVAILING WAGE		
Inground - AV/BE	REMOVAL OF EXISTING CYLINDERS AND FRAME AND INSTALLATION OF NEW UNIT (WILL USE THE EXISTING HEAD) In Ground Lift installation. Does not include any air or electrical connections. Does not include group 24 batteries for Shockwave lifts. Any unseen underground conditions, i.e. high water table, underground utilities, underground foundations, etc., will be invoiced as an extra at our usual time and material rates. We will notify the owner immediately upon encountering any of these conditions. Inground lift install includes 5 ton fill gravel and finish concrete. Customer provides roll-off for debris & 19 quarts of Dexron III ATF fluid. Standard lift color is Rotary blue unless otherwise specified.	1	13,529.75
CON	PURCHASE OF CONCRETE AND ROCK-TO BE DETERMINED AT TIME OF ORDER	1	0.00T
ROT JK1413	ENVIROGUARD 10 X 70 DUAL JACK ASSEMBLY	1	27,760.00T
ROT FA2105BK	STRUT FRONT & REAR	2	2,770.00T
ROT FD6493BK	REAR JACK FRAME (HOUSING)	1	2,922.00T
ROT FA2396	DUAL LATCH KIT	1	2,286.00T
ROT FD5268	BOLT BAG	1	54.00T
ROT SS	Rotary Steel Surcharge	1	3,393.08T
FRT	SHIPPING CHARGES-TO BE DETERMINED AT TIME OF ORDER	1	0.00
Forklift	BOBCAT, EXCAVATOR AND BREAKER-2 DAYS	1	480.00
Estimate Disclaimer	Estimate does not include any additional labor or parts that is found needed while conducting the estimated repairs.		0.00

WWW-AUTOMOTIVE-EQUIPMENT-SALES.COM **TOTAL**

A.E.S.S. does accept credit card payments. However, the vendor charges us a 4% processing fee on all payments. We will add a 4% convenience fee to all invoice amounts exceeding $1000.00.

Automotive Equipment Sales & Service,

161 U.S. Highway 51
PANA, IL 62557

Ph. 877-562-4940 Fax 217-562-7080

CITY OF DECATUR
ATTN: ACCOUNTING DIVISION
#1 GARY K ANDERSON PLAZA
DECATUR, IL 62523-1196

Estimate

19330

DATE	P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT
2/9/2022		DUE ON RECEIPT	1/15/2021	BJH		

ITEM	DESCRIPTION	QTY	TOTAL
	CUSTOMER MUST PROVIDE OIL AND IS RESPONSIBLE FOR PROVIDING CONTAINERS FOR THE REMOVED ROCK AND CONCRETE. THIS QUOTE ASSUMES THE CURRENT HEAD WILL FIT AND WORK WITH THE NEW PARTS IF SADDLE AND ADAPTERS NEED REPLACED IT WILL BE AN ADDITIONAL $2567.00 PLUS TAX, SURCHARGE AND SHIPPING FD2345YL SADDLE $1,522.00 FD2344YL BOTTOM PLATE FOR DUAL JACKS $303.00 FD2337ECYL FLIP UP ADAPTER $371.00 (WILL NEED 2 OF THESE) Tax Exempt Status		0.00

WWW-AUTOMOTIVE-EQUIPMENT-SALES.COM	TOTAL	$53,194.83

A.E.S.S. does accept credit card payments. However, the vendor charges us a 4% processing fee on all payments. We will add a 4% convenience fee to all invoice amounts exceeding $1000.00.

DATE: 3/3/2022

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT:
Amendment of the Liquor Code to require that sales of alcoholic beverages through exterior business windows end at 10:00 pm, beginning July 1, 2022.
July 1st is when the new permit year for liquor licenses commences.

BACKGROUND:
The causes of violent crime are multi-faceted and have many different causes. Consequently, the City Council has provided additional funding for specialized police equipment, allocated funds for youth intervention, embarked on long-term reinvestment in distressed neighborhoods, job retraining/workforce development, and more. The council's intention is that these and other strategies will, over time, reduce the incidence of violent crime. Another strategy to add to the mix is limiting last-minute and impulse sales of alcoholic beverages.

By itself, ending drive-up or walk-up window sales of alcoholic beverages will not result in a huge reduction in alcohol-related crime. But by constraining last-minute and impulse purchases, or the later transfer of alcohol to minors, early closure of drive-up and window sales could aid the Police Department in dealing with alcohol-related crime--especially late at night.

POTENTIAL OBJECTIONS: Establishments with drive-up and walk-up window sales of alcohol have not been polled, but they could object.

INPUT FROM OTHER SOURCES: The city does not have data on how many existing liquor license holders have drive-up or walk-up window sales. The annual liquor license application will be amended to request this information from all license holders. Failure to comply with the ordinance after July 1, if adopted, would be a matter for the Liquor Commissioner to enforce.

ATTACHMENTS:

Description	Type
Memo-Ordinance Amending City Code Chapter 52	Cover Memo
Ordinance Amending City Code Chapter 52-Alcoholic Liquor	Ordinance

CITY COUNCIL MEMORANDUM
NO. 2022-

March 2, 2022

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 52 – HOURS

RECOMMENDATION: Staff has been asked to draft an ordinance to restrict the hours a business may sell alcoholic liquor by means of a drive through window. This amendment shall take effect on July 1, 2022.

POTENTIAL OBJECTIONS: The liquor license holders.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS:

ORDINANCE AMENDING CITY CODE
- CHAPTER 52 –
- ALCOHOLIC LIQUOR –

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 17, so that Section 17 as so modified and amended, shall provide as follows:

17. **HOURS.** No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in the premises licensed hereunder with a liquor license except for Class H between 2:00 A.M. and 6:00 A.M. on Mondays through Sundays except that alcoholic liquor may be sold or consumed until 3:00 A.M. on January 1, each year, and, as of July 1, 2022, no alcoholic liquor may be sold between 10:00 P.M. and 6:00 A.M. by means of a window, porthole, aperture or similar opening accessible to persons from outside of the premises. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class H license before 10:00 a.m. or after 11:00 p.m. on any day.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of March, 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2022.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 52
- ALCOHOLIC LIQUOR –

17. **HOURS.** No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in the premises licensed hereunder with a liquor license except for Class H between 2:00 A.M. and 6:00 A.M. on Mondays through Sundays except that alcoholic liquor may be sold or consumed until 3:00 A.M. on January 1, each year, and, as of July 1, 2022, no alcoholic liquor may be sold between 10:00 P.M. and 6:00 A.M. by means of a window, porthole, aperture or similar opening accessible to persons from outside of the premises. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class H license before 10:00 a.m. or after 11:00 p.m. on any day.

DATE: 2/25/2022

MEMO: 2022-13

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing City Owned Property 4219 North Neeley Avenue

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing City owned property, be approved.

BACKGROUND:
The subject property was purchased years ago for the proposed future extension of Ash Avenue.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing City Owned Property 4219 North Neeley Avenue	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING CITY OWNED PROPERTY
4219 NORTH NEELEY AVENUE

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Matthew C. Newell, Public Works Director for the City of Decatur requesting that there be annexed to the City property described on said petition.

WHEREAS, said properties are owned by and 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 properties described on Exhibit A, 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 plats of said annexed property are 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 7th day of March 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4219 North Neeley Avenue, and legally described as follows:

LOT TWENTY-FOUR (24) OF VIRGINIA THIRD ADDITION, AS PER PLAT RECORDED IN BOOK 802 PAGE 161 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE NORTH TWO (2) ACRES THEREOF. SITUATION IN MACON COUNTY, ILLINOIS.

PIN #07-07-26-176-010

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
	Matthew C. Newell	#1 Gary K. Anderson Plaza

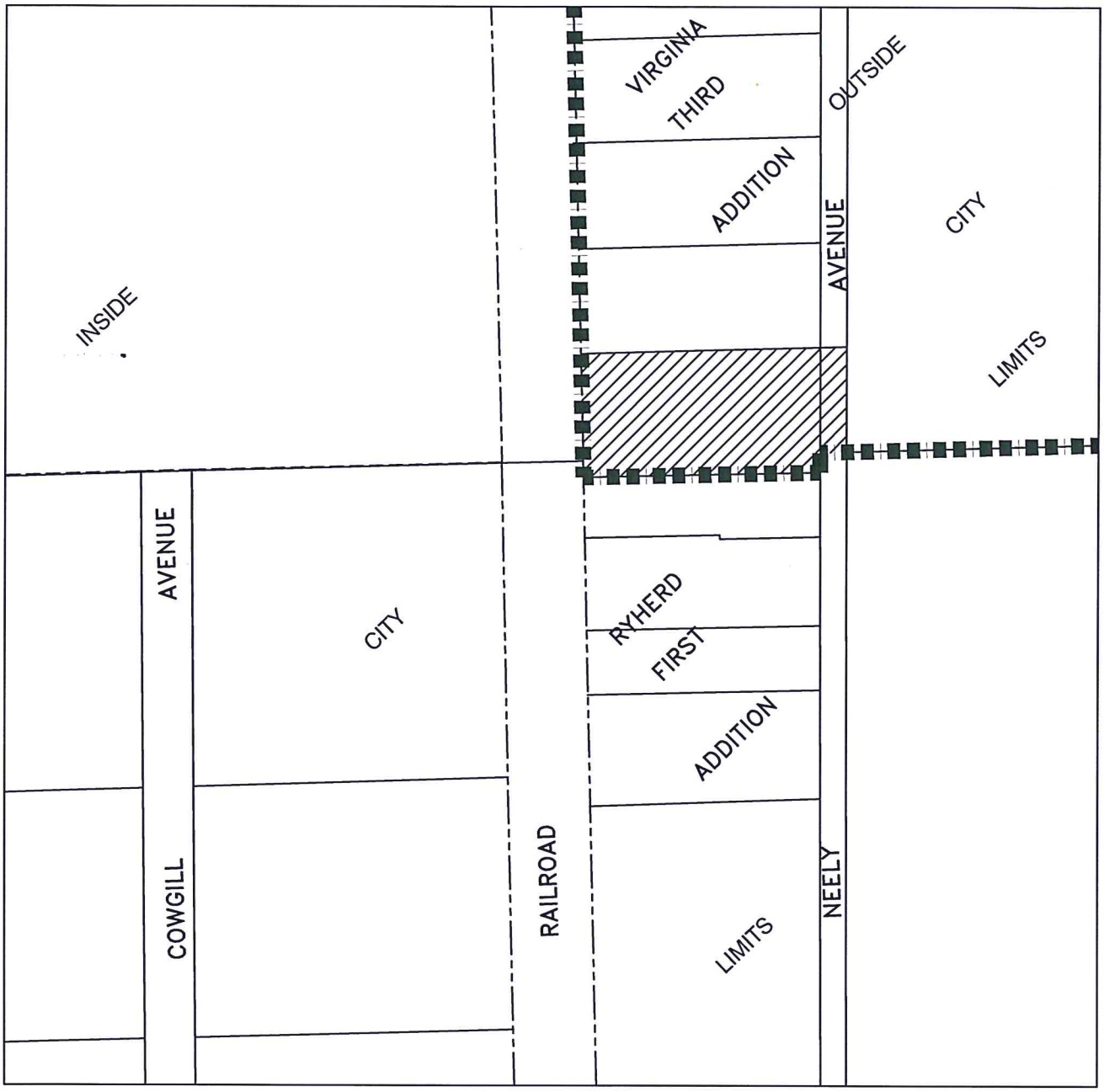
TARA R. BACHSTEIN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 12, 2023

Signed and sworn to before me 25th day of February, 2022

Tara R Bachstein
Notary Public

(Rev. 1/2019)

K:\Common\CVCPW\Annexations\Unforced Annexations\4219 N Neely Ave\4219 N Neely Ave Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4219 N. NEELY AVENUE

indicates territory annexed

indicates existing corporate limits

0.88± acres

AREA 0.00138± sq. miles

114± lin. ft. of public road

Hickory Point township

N.T.S.

MATTHEW C. NEWELL
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

2-25-22

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

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: _____

DATE: 3/1/2022

MEMO: Finance Department

TO: Honorable Mayor Julie Moore Wolfe,
Member of the City Council

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

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Resolution	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: March 1, 2022

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Council Resolution, whereas such resolution will designate Gregg Zientara, City Treasurer & Director of Finance, as its Authorized Agent with the Illinois Municipal Retirement Fund ("IMRF").

The City Comptroller serves as the city's Authorized Agent to the IMRF. The employment resignation of the City Comptroller requires the city to appoint an Authorized Agent. The appointment of Mr. Zientara will be in an interim capacity, whereby, upon replacement of the City Comptroller position, the new Comptroller will by appointment and action of the City Council, serve as the city Authorized Agent.

RESOLUTION NO. R2022 -_____

RESOLUTION AUTHORIZING SIGNATORY AUTHORITY ILLINOIS MUNICIPAL RETIREMENT FUND - APPOINTMENT OF AUTHORIZED AGENT

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

Section 1. That the City of Decatur Illinois Municipal Retirement Fund Program Application designate Gregg D. Zientara, City Treasurer & Director of Finance, as its Authorized Agent, and that said Application be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Authorized Agent and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Application on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 7th day of March, 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group for the Demolition of the Vacant Building at 438 W North St.

ATTACHMENTS:

Description	Type
COUNCIL MEMO	Cover Memo
RESOLUTION	Resolution Letter
EXHIBIT A	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-12

March 7, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental Group for the Demolition of the Vacant Building at 438 W North St.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreement for demolition of said dwelling.

BACKGROUND: The commercial building at 438 W. North Street was put out to bid along with the commercial buildings at 821-825 N. Water Street.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Susan Kretsinger, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl "Pat" Patrick or Susan Kretsinger at 217-450-2347 or skretsinger@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PARKLAND ENVIRONMENTAL GROUP FOR THE DEMOLITION OF THE VACANT BUILDING AT 438 W. NORTH STREET

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 438 W. North Street, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental Group in the amount of $126,700 for 438 W. North Street be hereby accepted, and purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Parkland Environmental Group for their total bid price of $126,700 for 438 W. North Street.

PRESENTED and ADOPTED this 7th day of March 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Property - 438 W North St Bid No.: PUR2022-01 Bid Date: 2/23/2022 Time: 10:00 a.m.		S Shafer Excavating Pontoon Beach, IL	Parkland Env. Group Decatur, IL	JRH Services LLC Decatur, IL	GreenTrac LLC Bunker Hill, IL	Clancy Coleman Exc. Pana, IL	Steve's Trucking Decatur, IL	Hutchins Excavating Decatur, IL
	Description	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
	Demolition of Property -							
	Demolition		$125,300.00		$172,915.00		$246,100.00	
	Asbestos		$900.00		$500.00			
	Plumbing		$500.00		$1,250.00		$3,500.00	
TOTAL		$82,000.00 Withdrawn	$126,700.00	$161,205.00	$174,665.00	$204,786.00	$249,600.00	$278,900.00

SUBJECT: Resolution Authorizing the Execution of an Agreement with GreenTrac LLC for the Demolition of the Vacant Buildings at 821-825 N. Water Street

ATTACHMENTS:

Description	Type
COUNCIL MEMO	Cover Memo
RESOLUTION	Resolution Letter
EXHIBIT A	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-11

March 7, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing the Execution of an Agreement with GreenTrac LLC for the Demolition of the Vacant Buildings at 821-825 N. Water Street

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The commercial buildings at 821-825 N. Water Street were put out to bid as a package due to the fact they share a common wall.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Susan Kretsinger, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl "Pat" Patrick or Susan Kretsinger at 217-450-2347 or skretsinger@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GREENTRAC LLC FOR THE DEMOLITION OF THE VACANT BUILDINGS AT 821-825 N. WATER STREET

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

Section 1. That the tabulation of bids received for the demolition of the vacant buildings at 821-825 N. Water Street, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of GreenTrac LLC in the amount of $64,460 for 821-825 N. Water Street be hereby accepted, and purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and GreenTrac LLC for their total bid price of $64,460 for 821-825 N. Water Street.

PRESENTED and ADOPTED this 7th day of March 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Property - 821 & 825 N Water Bid No.: PUR2022-01 Bid Date: 2/23/2022 Time: 10:00 a.m.		GreenTrac LLC Bunker Hill, IL	Parkland Env. Group Decatur, IL	JRH Service LLC Decatur, IL	Steve's Trucking Decatur, IL	Hutchins Excavating Decatur, IL	Clancy Coleman Exc. Pana, IL	S Shafer Excavating Pontoon Beach, IL
	Description	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
	Demolition of Property -							
	821 N Water							
	Demolition	$45,770.00			$119,000.00			
	Asbestos	$1,500.00						
	Plumbing	$975.00			$500.00			
	Total	$48,245.00		$68,086.00	$119,500.00			
	Demolition of Property -							
	825 N Water							
	Demolition	$15,440.00			$5,000.00			
	Asbestos							
	Plumbing	$775.00			$500.00			
	Total	$16,215.00		$33,902.00	$5,500.00			
	Demolition of Property -							
	COMBINED							
	Demolition	$61,210.00	$62,300.00		$124,000.00			
	Asbestos	$1,500.00	$900.00					
	Plumbing	$1,750.00	$7,000.00		$1,000.00			
	Total	$64,460.00	$70,200.00	$101,988.00	$125,000.00	$142,500.00	$189,165.00	$290,883.00
	Total:	**$64,460.00**	**$70,200.00**	**$101,988.00**	**$125,000.00**	**$142,500.00**	**$189,165.00**	**$290,883.00**

DATE: 3/1/2022

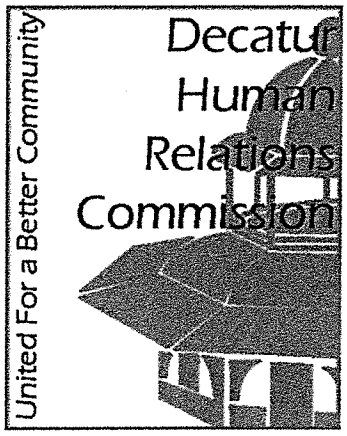
MEMO:

TO: Mayor Moore Wolfe and City Council

FROM: Penny Rogers, HR

ATTACHMENTS:

Description	Type
City of Decatur Human Relations Commission Report	Backup Material



CITY OF DECATUR HUMAN RELATIONS COMMISSION
ANNUAL REPORT FISCAL YEAR 2021

Included in this report is a synopsis of the cases processed in 2021 and a letter from the Human Relations Commission Chair highlighting the Commission's events for the year.

Under the provisions of Chapter 28, titled "Unlawful Discrimination", there are nine members who serve as Human Relations Commissioners, appointed by the Mayor and approved by the City Council. All Commissioners serve without compensation. The Human Rights Investigator, Fred Spannaus, is an independent contractor who the City pays to review and investigate claims that are turned in to the Human Resources office. Acting Human Resources Manager Penny Rogers serves as liaison to the Commission. The Commission meets at 4:00 p.m. the third Thursday of each month in the City Council Chamber. The meetings are open to the public. The Commission continued recording its monthly meetings for broadcast on Comcast Channel 18 and the City's website.

At the end of the fiscal year, the Human Relations Commission consisted of 7 commissioners whose names are listed below. In February 2022, Vivian Goodman was appointed to the Commission; therefore, there is currently only one vacancy.

Derrick Thaxton (Chair), Nikki Garry (Vice Chair), Byron Hansbro, Francie Johnson, Joyce Keller, Gina Taylor and Richard Zaker.

Commissioners Anay Hunt and Marty Watkins resigned from the Commission during the fiscal year.

CITY OF DECATUR HUMAN RELATIONS COMMISSION
ANNUAL REPORT FISCAL YEAR 2021

COMPLAINTS

The following is a synopsis of cases processed in 2021.

Case #	Type	Date Filed	Disposition
#190725	Race discrimination in employment (discharge) and retaliation	07/25/2019	Found probable cause in 2020 and set a public hearing. The parties reached an "agreement in principle" a few days before the scheduled hearing. They finalized the settlement agreement in July. Case was closed.
#200928	Race discrimination and retaliation in employment (discharge)	09/28/2020	Fred conducted a mediation, but the parties could not reach an agreement. Respondent filed a motion to dismiss, which was rejected by the Hearing Officers. The Public Hearing was held on December 16. Both parties agreed to submit closing arguments by written briefs by February 3, 2022.
#201120	Sexual harassment	11/22/2020	While the investigation was underway, both parties requested mediation. Fred conducted a mediation meeting on August 6. The parties agreed to a settlement. The case is closed.
#210601	Discharge	6/1/2021	Fred conducted the initial interview and found that there was no allegation of a violation of the Unlawful Discrimination ordinance. Case was dismissed.

Case #	Type	Date Filed	Disposition
#210611	Disability discrimination (public accommodations)	6/11/2021	Respondent requested that Fred mediate this case via telephone and email. The Complainant then agreed to withdraw the charge on August 26. This case is closed.
#211014	Discrimination in employment (layoff)	10/14/2021	Fred conducted the initial interview and found that there was no allegation of a violation of the Unlawful Discrimination ordinance. Case was dismissed.

City of Decatur Human Relations Commission
Annual Report of Fiscal Year 2021

Letter from the Human Relations Commission Chair

Mayor and Decatur City Council Members:

The Human Relations Commission continues with its duty to uphold the provisions set forth in Chapter 28, "Unlawful Discrimination" of the Decatur City Code.

The Human Rights Investigator, Fred Spannaus, is an independent contractor who the City pays to review and investigate claims that are turned in to the Human Resources office. There was one hearing in 2021 and Commissioners Nikki Garry and Byron Hansbro served as hearing officers.

Due to Covid-19, the annual Rev. Dr. Martin Luther King, Jr. luncheon and Freedom March were cancelled.

In February, the Commission held a virtual event for Black History Month. The theme of this event was "Decatur – Walking and Talking Together into our Future." The keynote speaker was Commissioner Byron Hansbro who is also the Pastor at Greater Mt. Olive Missionary Baptist Church. The essay and poem contest for Decatur Public School students was held and the winners in each category for each grade level read their essays and poems.

In June, the Commission had an information table at the annual Juneteenth event at Central Park organized by the African-American Cultural and Genealogical Society.

We welcome visitors to attend our meetings which are held on the third Thursday of the month at 4:00 p.m. in the Council chambers, located on the 3rd floor of the Decatur Civic Center.

Respectfully,

Derrick Thaxton, Commission Chair