



**Monday, February 24, 2020
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 30 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes Of February 3, 2020 City Council Meeting and
Minutes of February 10, 2020 Special City Council Study Session

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Co., Inc. for 2020 Annual Water Main Replacement Project, Hillcrest Subdivision, City Project 2020-10
3. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2020 Annual Valve & Hydrant Replacement Project, Various Locations, City Project 2020-23
4. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for Annual Street Restoration City Project 2020-08
5. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, a Division of Tyrolt, Inc. for 2020 Local Motor Fuel Tax Street Improvement Project, City Project 2020-25
6. Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to Improvement of Portions of Various Public Highways in Macon County, Illinois, Between the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois.

7. Ordinance Regulating Encroachment on Public Right-of-Way in the City of Decatur, Macon County, Illinois U.S. 36 (Eldorado Street) from its Intersection with 19th Street East to Approximately 0.4 Miles East of its Intersection with Airport Road in Decatur
8. Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvement of U.S. 36 (Eldorado Street) from its intersection with 19th Street to Approximately 0.4 Miles East of Airport Road by Municipality Under the Illinois Highway Code City Project 2019-36 Section No.19-00936-00-TL
9. Resolution Authorizing an Agreement with the State of Illinois for Improvements to U.S. 36 (Eldorado Street) from its Intersection with 19th Street East to Approximately 0.4 Miles East of its Intersection with Airport Road City Project 2019-36
10. Resolution Authorizing Amendment No. 1 to the City and State Agreement for the Improvement of U.S. 36 (Eldorado Street) from Fairview Avenue to Church Street Section NO. 19-00932-00-TL City Project 2019-32
11. Resolution Authorizing the Purchase of Twelve Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems
12. Resolution to Appropriate Motor Fuel Tax Funds to Pay the City's Portion to Improve Taylor Road Bridge Over Ward Branch SN: 058-6002 City Project 2018-05
13. Resolution Authorizing a Local Public Agency Agreement for Federal Participation with the State of Illinois to Improve the Taylor Road Bridge over Ward Branch SN: 058-6002 City Project 2018-05
14. Resolution Accepting the Bid Price of Bob Ridings Inc. for the Purchase of One (1) 2020 Ford F-250 Pickup Truck with a Lift Gate and Snow Plow
15. Resolution Authorizing the Purchase of Peristaltic Hose Pump from Vandevanter Engineering Co. for the South Water Treatment Plant
16. Resolution Authorizing a Professional Engineering Services Agreement with Northwater Consulting Inc. for Lake Decatur Watershed Management Plan Phase 1 City Project 2019-38
17. Resolution Authorizing the Execution of a Grant Agreement with the Federal Transit Administration and Operating Administration of the United States Department of Transportation
18. Resolution Amending the Contract with Christy-Foltz, Inc. for the Fire Station No. 5 Construction Project
19. Resolution Authorizing the Execution of a Purchase Order with Pierce Manufacturing for the Repair of a City of Decatur Ladder Truck
20. Resolution Authorizing Payment of the Invoice from the Macon County Law Enforcement Training Center for the Cost of New Police Recruit Officer Academy Training
21. Resolution Accepting the Bids and Authorizing the Execution of Purchase Orders for Furnishing Ammunition to the Decatur Police Department
22. Ordinance Amending City Code Chapter 70 - Property Maintenance Code, Sections 8, 9, 10, 11, 12
23. Resolution Approving Planned Fiber Extension Routes Documented on the submitted Municipal Fiber Optic Network Map

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

- A. Ordinance Annexing Territory 2490 Captain Lane
- B. Ordinance Annexing Territory 3305 Las Vegas Drive
- C. Ordinance Annexing Territory 1790 Plainview Street
- D. Ordinance Annexing Territory 1951 North Sunnyside Road
- E. Ordinance Annexing Territory 1960 North Sunnyside Road
- F. Ordinance Annexing Territory 4170 North Taylor Road
- G. Ordinance Annexing Territory 2250 Thunderbird Drive
- H. Ordinance Annexing Territory 2254 Thunderbird Drive
- I. Ordinance Annexing Territory 3660 Catherine Street
- J. Ordinance Annexing Territory 4146 Dean Drive
- K. Ordinance Annexing Territory 1919 North Sunnyside Road
- L. Ordinance Annexing Territory 2436 Wilcox Lane
- M. Resolution Approving Appointment - Electrical Commission

VI. Other Business

VII. Adjournment

Monthly Reports for January 2020

SUBJECT: Approval of Minutes Of February 3, 2020 City Council Meeting and Minutes of February 10, 2020 Special City Council Study Session

ATTACHMENTS:

Description	Type
Minutes-City Council Meeting-February 3, 2020	Cover Memo
Minutes-Special City Council Meeting February 10, 2020	Backup Material

CITY COUNCIL MINUTES
Monday, February 3, 2020

On Monday, February 3, 2020 the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Bill Faber, Lisa Gregory, David Horn, Pat McDaniel and Chuck Kuhle. Council member Rodney Walker was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following individuals provided comments to the Council: Chris Funk, Dave Koshinski, Marc Girdler, Autumn Woolsey, Steven Christian, William Wetzel, Steven Luker, Jim Spaniol, Dianna Pace, Ada Owens, Brett Robertson, Eddie McKnight, Gloria Hoffer, Eric Summerlot, Cameron Williams, Renee Verry, Timothy Klein, Ruth Aufrecht, Chase Doolin and John Phillips, Sr.

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

The minutes of the January 21, 2020 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Bill Faber, David Horn, Chuck Kuhle, Lisa Gregory, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

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

Mayor Moore Wolfe called Ms. Debbie Bogle to the podium to read a proclamation titled "211 Day-United Way".

Council member Pat McDaniel made a motion to adopt City Council Policies, seconded by Council member Lisa Gregory.

City Manager Wrighton gave an overview of the three changes in the policy: Fund Reserves, Public Contacts and Sale and Purchase of Property.

Councilman Horn moved to split the items into (3) separate sections seconded by Councilman Faber.

Upon call of the roll on the motion of splitting the items into (3) separate sections Council members Bill Faber and David Horn voted aye. Council members Chuck Kuhle, Lisa Gregory, Pat McDaniel and Mayor Moore Wolfe voted nay. Motion failed.

Councilman Faber and Councilman Horn expressed concerns regarding the Public Participation Rules and Procedures.

The following citizens provided input on the Public Participation Rules and Procedures: Marc Girdler, Steven Christian, Cameron Williams, Alan Axelrod, Tim Klein, Justin Weaver, David Mohan, Dianna Pace, Ruth Aufrecht, Renee Verry, Marty Watkins.

Councilman Kuhle asked for clarification on the public comments. Councilman Horn thanked the citizens for their public participation.

Councilman Faber made a motion to amend 3A (Meeting Agenda-Agenda Items) to add the Council members to three (3) instead of four (4) to remove an item from a council agenda, seconded by David Horn.

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

Councilman Bill Faber moved to amend Study Session Item 4G, (Study Session Item) to reduce the Council members to three (3) instead of four (4) for Council members to request study session items to be made at a regularly scheduled Council meeting under New Business, seconded by David Horn.

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

Councilman Bill Faber moved to amend to Closed Session Item H (Closed Session) to omit the last line "Any and all notes taken by Council members during the Closed session shall be provided to the City Clerk prior to the end of the Closed session.", seconded by Councilman David Horn.

A discussion was held by the Council regarding confidentiality in closed sessions.

Upon call of the roll, Council members Chuck Kuhle, Lisa Gregory, David Horn, Bill Faber and Mayor Moore Wolfe voted aye. Council member Pat McDaniel voted nay. Motion carried.

Councilman Faber would like to put a recommendation together to have a second reading so there would be more time to review the packet and agenda.

Upon call of the roll on the Motion Adopting City Council Policies as amended Council members Chuck Kuhle, Lisa Gregory, Pat McDaniel and Mayor Moore Wolfe voted aye. Council members David Horn and Bill Faber voted nay. Motion carried

Councilman Bill Faber left the council chambers at 8:26 p.m.

R2020-12 Resolution Adding Territory to the Decatur Macon County Enterprise Zone-Decatur Orthopedic Center, LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman McDaniel.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-13 Resolution Approving a Grant Agreement between the Illinois Department of Transportation-Hike/Bike Off Road Trail System, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwomen Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Councilman Chuck Kuhle expressed that he has been a strong advocate to expand the bike trail.

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

R2020-14 Resolution Authorizing an Indefeasible Right of Use Agreement and Associated Sales Order with the Central Illinois Regional Dispatch Center to Obtain Dark Fiber from the City of Decatur Fiber from the City of Decatur Fiber Network, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwomen Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

2020-23 Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot South of 389 West Grove Road, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-24 Ordinance Annexing Territory Entirely Surrounded by the City Limits-5464 North Oakland Avenue, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-25 Ordinance Annexing Territory Entirely Surrounded by the City Limits-3820 East Garfield Avenue, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

2020-26 Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot-23 Feet East of 4140 East Hickory Street, Lot North of 1285 Nickey Avenue, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

Ordinance Annexing Territory Entirely Surrounded by the City Limits-North Moffett-Avenue-West Marietta Street-North Moffet Lane, was presented.

The Lynch Family expressed concerns with annexing the above property. Adrian Lynch, Megan Lynch, Mike Hammer and Nick Lynch spoke to the Council.

Councilwoman Gregory made a motion to table the Ordinance, until further research is conducted on agriculture zoning, seconded by Councilman Pat McDaniel.

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

2020-27 Ordinance Annexing Territory Entirely Surrounded by the City Limits-Boiling Springs Road-Las Vegas Drive-Desert Inn Road-Sands Drive, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

Deborah Kendall expressed concerns about being annexed into the City.

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

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

Calendar. No Council member wished to have an item removed from the Consent Calendar. The Clerk read items A. through P.

- Item A. 2020-28 Ordinance Annexing Territory 2340 West Ash Avenue
- Item B. 2020-29 Ordinance Annexing Territory 2481 Captain Lane
- Item C. 2020-30 Ordinance Territory 3626 Catherine Street
- Item D. 2020-31 Ordinance Annexing Territory 3909 West Division Street.
- Item E. 2020-32 Ordinance Annexing Territory 2073 Solar Avenue
- Item F. 2020-33 Ordinance Annexing Territory 1950 North Sunnyside Road
- Item G. 2020-34 Ordinance Annexing Territory 2255 Thunderbird Drive
- Item H. 2020-35 Ordinance Annexing Territory 2315 Thunderbird Drive
- Item I. 2020-36 Ordinance Annexing Territory 2991 North Westlawn Avenue
- Item J. R2020-15 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Captain Lane, Wilcox Lane, Sullivan Drive
- Item K. R2020-16 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2324 Dunes Drive
- Item L. R2020-17 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Las Vegas Drive, Desert Inn Road, Sands Drive
- Item M. R2020-18 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-4115 North Doneta Avenue AKA 4115 Doneta Avenue, 4116 North Doneta AKA 4116 Doneta Avenue
- Item N. R2020-19 Resolution Approving Reappointments - Electrical Commission
- Item O. R2020-20 Resolution Approving Appointment - Electrical Commission
- Item P. R2020-21 Resolution Authorizing Intergovernmental Agreement between the City of Decatur and the County of Macon

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

Mayor Moore Wolfe called for Other Business.

City Manager Scot Wrighton raised the question of the date of the next City Council meeting, since it falls on a government holiday. Council will get back with an answer in a timely manner.

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

Mayor Moore Wolfe declared the Council meeting adjourned at 9:23 p.m.

Approved _____
Angela Harper
Deputy City Clerk

SPECIAL CITY COUNCIL MINUTES

Monday, February 10, 2020

On Monday, February 10, 2020 the City Council of the City of Decatur, Illinois, met in Study Session at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Rodney Walker. 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 a Study Session for the purpose of discussing the Annexation Program and an update on Neighborhood Revitalization and Policy Initiatives.

City Manager Wrighton gave an update on the Annexation Program and answered questions from Council.

A discussion was held on the types of city services being provided to newly annexed areas.

The creation of an agricultural zone was discussed, and a policy will need to be created and brought forth to Council for consideration.

Council would like to see a cost benefit analysis.

City Manager Wrighton gave an update on Neighborhood Revitalization and Policy Initiatives.

Six different revitalization elements were discussed.

Jim Edwards, IT Director, discussed a multi-year broadband plan. Council indicated they were comfortable with moving forward with the plan. At the direction of Council, Mr. Edwards will explore ways to extend broadband to residents.

Councilman Horn exited the Council Chamber at 6:24pm and returned at 6:27pm.

Council held a discussion on voluntary demolitions.

A consensus of the Council indicated that they were comfortable with moving forward with voluntary demolitions.

Council was in favor of amending the City Code to give the local government more authority to recover insurance proceeds to defray the costs of abating and removing burned out buildings.

Deputy City Manager Kindseth held a discussion on policies for disposing of surplus properties.

Council was in favor of receiving regular updates on transactions and sales of surplus properties.

Deputy City Manager Kindseth discussed issues and concerns with bonding requirements connected to vacant and foreclosed property registrations, and Council indicated that they were comfortable with moving forward without bonding requirements.

Deputy City Manager Kindseth discussed side-lot program requirements and rights.

City Manager Wrighton gave an overview of the city's seven existing TIF Districts and proposed the creation of an additional TIF District.

Mayor Julie Moore Wolfe exited the Council Chamber at 7:45pm and returned at 7:48pm.

Deputy City Manager Kindseth discussed the disadvantages and advantages of TIF Districts.

A consensus of the Council indicated that they were comfortable with moving forward with the creation of another TIF District.

Richelle Irons, Interim Director of Community Development discussed how the city has not been able to take advantage of funding for Community Development Housing Organizations (CHDO's). It is the intent of the city to work with existing neighborhood entities to create multi-neighborhood community development corporations (CHD's).

Mayor Moore Wolfe called for Citizen Participation and the following individuals provided comments to the Council: John Phillips Jr., Alan Duesterhaus, Bruce Bullamore and John Phillips Sr.

Mayor Moore Wolfe called for Direction to Staff. City Manager Wrighton explained that no final action will be taken at Study Sessions and certain items will go back to Council for consideration.

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

Mayor Moore Wolfe declared the Council meeting adjourned at 8:17 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Financial report	Cover Memo



Fiscal Year 2020

Fiscal Period Ending January 2020

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: January 2020

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	8,339,798.24	4,920,493.49	4,971,682.98	8,062.62		8,296,671.37		8,296,671.37	0.00
17	Special Revenue Funds HOME FUND	77,285.72	21,882.92	40,997.92	0.00		58,170.72		58,170.72	
18	CDBG FUND	6,256.38	124,442.97	124,109.02	0.00		6,590.33		6,590.33	
22	DUATS FUND	334.58	0.22	0.00	0.00		334.80		334.80	
25	STATE DRUG ENFORCEMENT	203,973.06	1,341.40	21,617.82	19,820.00		203,516.64		203,516.64	
26	DUI FINES AND FEES FUND	234,222.64	3,253.38	7,969.34	0.00		229,506.68		229,506.68	
27	POLICE LAB & PROGRAMS	209,518.86	240.66	0.00	0.00		209,759.52		209,759.52	
30	FEDERAL DRUG ENFORCEMENT	132,148.73	88.70	0.00	0.00		132,237.43		132,237.43	
34	BUILDING FUND	891,406.19	48,528.32	9,111.58	0.00		930,822.93		930,822.93	
35	LIBRARY FUND	1,362,862.78	103,194.37	291,464.76	0.00		1,174,592.39		1,174,592.39	
36	MUNICIPAL BAND FUND	35,464.08	1,080.33	1,709.00	0.00		34,835.41		34,835.41	
37	FOREIGN FIRE INSURANCE FUND	210,564.14	524.61	12,023.16	0.00		199,065.59		199,065.59	
42	LOCAL STREETS & ROADS	2,001,069.57	154,047.34	1,070.16	0.00		2,154,046.75		2,154,046.75	
46	MOTOR FUEL TAX FUND	1,727,301.01	623,961.14	353,469.57	0.00		1,997,792.58		1,997,792.58	
58	LIBRARY CAPITAL	331,111.40	222.24	0.00	0.00		331,333.64		331,333.64	
59	LIBRARY TRUST FUNDS	202,574.70	185.32	1,976.73	0.00		200,783.29		200,783.29	
82	DCDF FUND	138,586.14	3,152.96	631.93	0.00		141,107.17		141,107.17	
84	COMMUNITY REVITALIZATION	715,742.37	654.43	77,578.00	0.00		638,818.80		638,818.80	
85	GRANT FUND	0.00	0.00	0.00	0.00		0.00		0.00	
	Total Special Revenue Funds	8,480,422.35	1,086,801.31	943,728.99	19,820.00	0.00	8,643,314.67	0.00	8,643,314.67	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	78,882.80	52.94	0.00	0.00		78,935.74		78,935.74	
20	SE PLAZA TIF FUND	10,854.00	8,590.16	0.00	0.00		19,444.16		19,444.16	
21	WABASH CROSSING TIF	826,409.84	554.67	0.00	0.00		826,964.51		826,964.51	
23	EASTGATE TIF FUND	246,771.34	17,231.35	0.00	0.00		264,002.69		264,002.69	
24	SOUTHSIDE TIF FUND	89,773.16	60.25	0.00	0.00		89,833.41		89,833.41	
28	PINES SHOPPING CENTER TIF	95,936.82	2,595.24	0.00	0.00		98,532.06		98,532.06	
29	GRAND & OAKLAND TIF	161,287.95	5,590.09	0.00	0.00		166,878.04		166,878.04	
	Total TIF & Redevelpmnt Funds	1,509,915.91	34,674.70	0.00	0.00	0.00	1,544,590.61	0.00	1,544,590.61	0.00
40	Capital Funds PEG CAPITAL FUND	87,531.10	3,437.43	2,528.46	0.00		88,440.07		88,440.07	
44	2018 PROJECT FUND	6,343,396.97	559.64	190,206.00	0.00		235,406.01	5,918,344.60	6,153,750.61	
45	CAPITAL PROJECT FUND	655,457.29	438.26	5,000.00	0.00		650,895.55		650,895.55	(1,681,816.00)
61	EQUIPMENT REPLACEMENT	1,077,196.39	823.88	33,791.40	0.00		1,044,228.87		1,044,228.87	
	Total Capital Funds	8,163,581.75	5,259.21	231,525.86	0.00	0.00	2,018,970.50	5,918,344.60	7,937,315.10	(1,681,816.00)

City of Decatur
Treasurer's Cash Report

Month of: January 2020

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,385,237.34	32,097.21	0.00	0.00		1,417,334.55		1,417,334.55	0.00
60	Internal Service Funds FLEET MAINTENANCE	113,377.69	237,762.22	130,109.86	0.00		221,030.05		221,030.05	
64	RISK MANAGEMENT	2,003,152.47	274,137.22	163,284.34	0.00		2,114,005.35		2,114,005.35	
65	INSURANCE FUND	2,521,937.72	831,417.98	865,276.27	0.00		2,488,079.43		2,488,079.43	
	Total Internal Service Funds	4,638,467.88	1,343,317.42	1,158,670.47	0.00	0.00	4,823,114.83	0.00	4,823,114.83	0.00
70	Enterprise Funds MASS TRANSIT -OPERATION	1,487,977.41	2,776,556.46	4,698,542.39	0.00		(434,008.52)		(434,008.52)	
77	FIBER OPTICS	115,170.52	1,427.75	0.00	0.00		116,598.27		116,598.27	
78	STORM WATER	2,613,438.01	128,579.99	60,177.58	0.00		2,681,840.42		2,681,840.42	
79	SEWER FUND	8,684,891.84	1,041,346.52	291,039.10	0.00		9,435,199.26		9,435,199.26	
80	WATER FUND	4,889,500.58	2,463,685.73	1,209,512.64	39,628.12		6,183,301.79		6,183,301.79	
81	WATER CAPITAL	2,710,252.25	10,115.64	42,935.86	0.00		2,677,432.03		2,677,432.03	1,681,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	121,100.35	59,991.18	48,516.55	(40.00)		132,534.98		132,534.98	
89	WATER BOND	370,906.18	248.95	0.00	0.00		371,155.13		371,155.13	
	Total Enterprise Funds	33,493,237.14	6,481,952.22	6,350,724.12	39,588.12	0.00	33,664,053.36	0.00	33,664,053.36	1,681,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	997,566.51	196,793.36	696,455.21	0.00		497,904.66		497,904.66	
90	FIRE PENSION INVESTMENTS	72,067,959.48	68,541.36	26,156.64	0.00			72,110,344.20	72,110,344.20	
	TOTAL FIRE PENSION	73,065,525.99	265,334.72	722,611.85	0.00	0.00	497,904.66	72,110,344.20	72,608,248.86	
91	POLICE PENSION FUND CASH	1,446,295.43	216,721.79	748,273.90	0.00		914,743.32		914,743.32	
91	POLICE PENSION INVESTMENTS	98,435,899.52	162,081.30	(1,694.49)	0.00			98,599,675.31	98,599,675.31	
	TOTAL FIRE PENSION	99,882,194.95	378,803.09	746,579.41	0.00	0.00	914,743.32	98,599,675.31	99,514,418.63	
	Total Trust & Agency Funds	172,947,720.94	644,137.81	1,469,191.26	0.00	0.00	1,412,647.98	99,882,194.95	172,122,667.49	0.00
	Total City Funds	238,958,381.55	14,548,733.37	15,125,523.68	67,470.74	0.00	61,820,697.87	105,800,539.55	238,449,061.98	0.00
Memorandum Items										
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,442,697.59	10,442,697.59	
	City Funds ex Trust & Agency	66,010,660.61	13,904,595.56	13,656,332.42	67,470.74	0.00	60,408,049.89	16,361,042.19	66,326,394.49	0.00

City of Decatur
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Period Ending: January 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
10 General	2018	5,066,069	6,185,096	6,779,372	6,627,214	6,617,971	7,183,136	7,087,728	7,699,920	8,289,094	6,711,578	6,015,050	5,195,823
	2019	6,482,379	7,562,036	7,322,260	7,212,146	7,656,151	7,851,747	7,452,516	8,031,145	8,500,532	7,629,111	8,267,828	8,339,798
	2020	8,296,671											
12 Economic Develop	2018	289,208	296,382	317,833	191,284	181,475	201,914	222,225	208,341	236,589	130,686	143,267	102,887
	2019	108,548	79,069	39,032	34,670	29,388	(8,300)	7,473	476,484	(14,818)	(16,848)	(56,290)	-
17 HOME	2018	85,812	85,841	87,505	94,274	97,348	97,312	49,364	49,716	53,697	55,227	56,264	57,267
	2019	56,988	67,392	53,424	54,544	55,535	68,928	70,396	71,451	76,144	81,445	82,254	77,286
	2020	58,171											
18 CDBG	2018	3,435	5,393	(2,750)	5,552	14,421	(3,934)	(197,646)	6,138	6,138	6,529	6,540	6,164
	2019	5,824	5,824	(452)	7,446	4,629	238	(197,495)	(200,500)	(203,009)	8,604	8,789	6,256
	2020	6,590											
19 Olde Towne TIF	2018	12,398	12,398	12,399	12,645	89,284	(169,380)	307,092	307,171	273,937	655,040	655,507	1,691
	2019	(99,371)	(99,371)	(99,371)	(99,371)	(99,371)	(356,181)	526,910	527,364	998,764	983,459	984,157	78,883
	2020	78,936											
20 Southeast TIF	2018	36,536	45,837	52,761	62,218	71,582	80,944	268,906	275,378	284,739	435,012	444,210	453,345
	2019	29,054	38,381	9,069	18,117	27,124	14,005	143,278	651	163,887	172,925	988	10,854
	2020	19,444											
21 Wabash TIF	2018	155,441	155,445	155,453	155,647	155,735	102,781	375,308	375,405	375,487	521,134	521,526	307,126
	2019	448,978	449,339	449,686	450,406	451,035	400,981	476,653	477,064	547,716	548,268	548,658	826,410
	2020	826,965											
22 DUATS	2018	60,327	62,432	62,435	62,093	62,122	61,671	61,585	61,600	61,335	61,307	60,436	60,366
	2019	62,049	61,694	62,705	62,603	62,467	62,316	60,709	47,815	33,055	33,092	32,805	335
	2020	335											
23 East Gate TIF	2018	50,963	67,572	17,128	33,965	50,792	67,753	170,291	33,278	49,487	170	16,981	33,792
	2019	50,128	66,374	16,894	33,717	50,557	67,393	171,917	188,862	215,295	232,296	229,159	246,771
	2020	264,003											
24 Southside TIF	2018	50,503	50,504	50,506	50,556	50,581	50,604	68,488	68,506	68,521	70,635	70,695	70,740
	2019	70,805	60,473	60,520	60,617	60,702	60,749	89,225	89,302	89,420	89,509	89,572	89,773
	2020	89,833											
25 State Drug	2018	718,866	606,758	635,136	686,201	813,877	783,713	756,054	830,745	822,491	792,285	511,664	315,095
	2019	302,371	279,791	311,959	308,564	264,579	249,649	250,756	228,288	242,016	264,869	211,563	203,973
	2020	203,517											
26 DUI	2018	185,059	190,813	188,665	191,823	196,075	205,632	211,998	211,937	205,924	193,799	196,688	170,717
	2019	175,872	181,317	187,218	197,245	206,709	215,014	218,032	217,959	223,592	229,262	232,596	234,223
	2020	229,507											
27 Police Lab	2018	62,737	59,399	59,426	51,749	61,263	60,503	57,184	56,104	56,209	56,865	220,823	219,501

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

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

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

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

City of Decatur
Treasurer's Investment Report

Month of: January, 2020

Water Bond
Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	YTD Interest Received 2019	Estimated Income
Total Investment(s)			(0.00)	(0.00)	0.00	(0.00)	292,902.39	0.00	292,902.39	51,132.90	26,180.49	0.00

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	YTD Interest Received 2019	Estimated Income
US Treasury Bond	08/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00 ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	6,591.53	0.00	6,591.53	0.00	0.00	0.00 ok
US Treasury Bond	04/30/17	0.87500%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00	0.00 ok
US Treasury Bond	06/30/17	0.62500%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00	0.00 ok
US Treasury Bond	10/31/17	0.75000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00	0.00 ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00	0.00 ok
US Treasury Bond	03/31/18	0.75000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	5,625.00	0.00	0.00 ok
US Treasury Bond	06/15/18	1.12500%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	14,971.15	23,250.00	0.00 ok
US Treasury Bond	10/15/18	0.87500%	0.00	0.00	0.00	0.00	44,222.17	(0.00)	44,222.17	15,312.50	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	9,793.96	0.00	9,793.96	5,000.00	0.00	0.00 ok
US Treasury Bond	04/15/19	0.87500%	0.00	0.00	0.00	0.00	17,069.67	0.00	17,069.67	8,750.00	4,375.00	0.00 ok
US Treasury Bond	06/30/19	1.25000%	0.00	0.00	0.00	0.00	37,500.00	0.00	37,500.00	28,125.00	9,375.00	0.00 ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	24,965.47	0.00	24,965.47	12,465.47	12,500.00	0.00 ok
US Treasury Bond	11/30/19	1.50000%	0.00	0.00	0.00	0.00	38,221.15	0.00	38,221.15	14,971.15	23,250.00	0.00 ok
US Treasury Bond	02/29/20	1.37500%	1,000,000.00	990,703.13	0.00	990,703.13	10,936.12	5,817.30	5,118.82	0.00	5,118.82	13,750.00 ok
US Treasury Bond	03/31/20	1.37500%	1,500,000.00	1,472,929.70	0.00	1,472,929.70	37,699.84	6,987.75	30,712.09	10,087.09	20,625.00	20,625.00 ok
US Treasury Bond	05/31/20	1.37500%	1,600,000.00	1,563,937.50	0.00	1,563,937.50	35,704.91	3,786.88	31,918.03	9,918.03	22,000.00	22,000.00 ok
US Treasury Bond	09/30/20	1.37500%	1,750,000.00	1,699,384.01	0.00	1,699,384.01	31,091.08	8,152.38	22,938.70	0.00	22,938.70	24,062.50 ok
US Treasury Bond	06/30/21	1.12500%	1,500,000.00	1,480,513.76	0.00	1,480,513.76	9,829.29	1,483.50	8,345.79	0.00	8,345.79	16,875.00 ok
US Treasury Bond	09/30/21	1.12500%	1,000,000.00	989,203.38	952.87	990,156.25	2,859.63	3,811.50	0.00	0.00	0.00	11,250.00 ok
US Treasury Bond	11/30/21	1.50000%	2,225,000.00	2,220,567.38	273.57	2,220,840.95	5,471.38	5,744.95	0.00	0.00	0.00	33,375.00 ok
Federated US Treasury Cash Reserves	Liquid		291,210.18	291,210.18	(265,977.89)	24,232.29	21,169.26	30.34	21,138.92	7,027.47	12,319.50	335.45 ok
Total Investment(s)			10,866,210.18	10,708,449.04	(265,751.45)	10,442,697.59	465,056.43	35,814.60	430,468.27	117,281.71	140,847.81	142,272.95

Fire Capital Bond
Account # 1001006774
Fund 44

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2018	YTD Interest Received 2019	Estimated Income
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	917.12	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	1,639.34	0.00	1,639.34	1,639.34	0.00	0.00 ok
US Treasury Bond	12/31/18	1.37500%	0.00	0.00	0.00	0.00	4,231.49	0.00	4,231.49	4,231.49	0.00	0.00 ok
US Treasury Bond	02/28/19	1.12500%	0.00	0.00	0.00	0.00	4,883.66	0.00	4,883.66	664.91	4,218.75	0.00 ok
US Treasury Bond	03/31/19	0.99800%	0.00	0.00	0.00	0.00	3,013.39	0.00	3,013.39	0.00	3,013.39	0.00 ok
US Treasury Bond	05/31/19	1.12500%	0.00	0.00	0.00	0.00	9,313.52	0.00	9,313.52	3,688.52	5,625.00	0.00 ok
US Treasury Bond	08/31/19	1.00000%	0.00	0.00	0.00	0.00	10,788.04	0.00	10,788.04	788.04	10,000.00	0.00 ok
US Treasury Bond	09/30/19	1.37500%	0.00	0.00	0.00	0.00	5,722.87	0.00	5,722.87	0.00	5,722.87	0.00 ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	5,095.11	0.00	5,095.11	0.00	5,095.11	0.00 ok
US Treasury Bond	11/30/19	1.00000%	0.00	0.00	0.00	0.00	13,278.69	0.00	13,278.69	3,278.69	10,000.00	0.00 ok
US Treasury Bond	02/29/20	1.37500%	1,000,000.00	980,742.19	0.00	980,742.19	20,650.86	5,817.30	14,833.56	1,083.56	13,750.00	13,750.00 ok
US Treasury Bond	03/31/20	1.37500%	1,000,000.00	997,343.75	0.00	997,343.75	5,635.28	4,658.50	976.78	0.00	0.00	13,750.00 ok
US Treasury Bond	04/30/20	1.25000%	1,000,000.00	997,539.06	0.00	997,539.06	2,874.30	2,874.30	0.00	0.00	0.00	11,250.00 ok
US Treasury Bond	05/31/20	1.37500%	1,000,000.00	977,070.31	0.00	977,070.31	20,625.00	2,366.80	18,258.20	4,508.20	13,750.00	13,750.00 ok
US Treasury Bond	08/31/20	1.37500%	750,000.00	729,990.23	0.00	729,990.23	15,488.15	4,362.98	11,125.17	812.67	10,312.50	10,312.50 ok
US Treasury Bond	09/30/20	1.37500%	1,000,000.00	997,812.50	2,404.37	1,000,216.87	2,254.13	4,658.50	0.00	0.00	0.00	13,750.00 ok
Federated US Treasury Cash Reserves	Liquid		120,891.10	120,891.10	112,757.76	233,648.86	5,834.07	309.16	5,524.91	1,177.42	4,347.49	5,346.79 ok
Total Investment(s)			5,870,891.10	5,801,389.14	115,162.13	5,916,551.27	132,245.02	25,047.54	109,601.85	22,789.96	85,835.11	80,109.29

GRAND TOTALS:	16,737,101.28	16,509,838.18	(150,589.32)	16,359,248.86	890,203.84	60,862.14	832,972.51	191,204.57	252,863.41	222,382.24
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Notes:

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

Total Invested = Tax Cost Amount + Accrued Interest Purchased

Interest Received YTD = cash received

Estimated Income = projected annual interest income

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note(s)
1
2
3

Water Bond Issue - Status of Water Bond Fund 89

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

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

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

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

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

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

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

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

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

Period Ending: January 2020

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget
REVENUE														
Actual	4,920,493	-	-	-	-	-	-	-	-	-	-	-	4,920,493	
Budget Projection	5,032,962	-	-	-	-	-	-	-	-	-	-	-	5,032,962	70,500,000
Vs budget in month	(112,468)	-	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(112,468)	-	-	-	-	-	-	-	-	-	-	-	(112,468)	
EXPENSE														
Personnel Expense														
Actual	3,350,344	-	-	-	-	-	-	-	-	-	-	-	3,350,344	
Budget Projection	3,480,129	-	-	-	-	-	-	-	-	-	-	-	3,480,129	3,480,129
Vs budget in month	(129,786)	-	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(129,786)	-	-	-	-	-	-	-	-	-	-	-	(129,786)	
Operating Expense														
Actual	1,621,339	-	-	-	-	-	-	-	-	-	-	-	1,621,339	
Budget Projection	1,249,016	-	-	-	-	-	-	-	-	-	-	-	1,249,016	1,249,016
Vs budget in month	372,323	-	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	372,323	-	-	-	-	-	-	-	-	-	-	-	372,323	
TOTAL EXPENSE														
Actual	4,971,683	-	-	-	-	-	-	-	-	-	-	-	4,971,683	
Budget Projection	4,729,145	-	-	-	-	-	-	-	-	-	-	-	4,729,145	70,300,000
Vs budget in month	242,538	-	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	242,538	-	-	-	-	-	-	-	-	-	-	-	242,538	
Surplus / (Deficit)														
Actual	(51,189)	-	-	-	-	-	-	-	-	-	-	-	(51,189)	
Budget Projection	303,817	-	-	-	-	-	-	-	-	-	-	-	303,817	200,000
Vs budget in month	(355,006)	-	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(355,006)	-	-	-	-	-	-	-	-	-	-	-	(355,006)	
Beginning Cash Balance														
Actual	8,339,798	-	-	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments														
Actual	8,063	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash Balance														
Actual	8,296,671	-	-	-	-	-	-	-	-	-	-	-		

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

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

Period Ending: January 2020

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	-												-	14,358,416	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-												-	1,944,384	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	16,302,800	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	880,608												880,608	10,466,000	8%
var	STATE SALES TAX	var	984,354												984,354	11,561,000	9%
	OTHER TAXES TOTAL		1,864,963	-	-	-	-	-	-	-	-	-	-	-	1,864,963	22,027,000	8%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	16,892												16,892	971,000	2%
301203	FOOD & BEVERAGE TAX	10	284,618												284,618	3,427,500	8%
301204	HOTEL AND MOTEL TAX	10	47,544												47,544	991,000	5%
301106	MOBILE HOME PRIVELEGE TAX	10	-												-	15,000	0%
301103	PROPERTY TAX	10	-												-	9,000,000	0%
301202	TELEPHONE UTILITY TAX	10	118,281												118,281	1,555,000	8%
301209	UTILITY TAX - ELECTRIC & GAS	10	399,612												399,612	4,805,000	8%
	Sub Total		866,947	-	-	-	-	-	-	-	-	-	-	-	866,947	20,764,500	4%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	3,598												3,598	43,000	8%
302121	CANNABIS TAX	10	-												-	25,000	0%
301205	LOCAL SALES TAX	10	862,508												862,508	10,249,000	8%
301207	LOCAL USE TAX	10	244,618												244,618	2,764,000	9%
302105	STATE INCOME TAX	10	696,621												696,621	8,396,000	8%
302104	STATE REPLACEMENT TAX	10	175,190												175,190	1,190,000	15%
301201	STATE SALES TAX	10	968,804												968,804	11,396,000	9%
301210	VIDEO GAMING TAX	10	135,374												135,374	1,720,000	8%
	Sub Total		3,086,714	-	-	-	-	-	-	-	-	-	-	-	3,086,714	35,783,000	9%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	-												-	410,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	410,000	0%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	146,101												146,101	1,753,209	8%
303608	RISK & EE BENEFIT SERVICES	10	14,468												14,468	173,616	8%
303621	ADMIN SERVICES	10	160,679												160,679	1,928,148	8%
303622	PUBLIC WORKS SERVICES	10	126,802												126,802	1,521,624	8%
303626	BLDG INSPECTION SERVICES	10	13,763												13,763	165,156	8%
303628	SEWER FUND-EPA	10	28,458												28,458	341,496	8%
306700	IT SERVICES	10	66,839												66,839	802,068	8%
306707	CDBG PERSONNEL/EXP REIMB	10	44,838												44,838	390,192	11%
306751	HOME PERSONNEL/EXP REIMB	10	6,438												6,438	104,041	6%
306753	DUATS PERSONNEL/EXP REIMB	10	-												-	207,359	0%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	29,162												29,162	550,000	5%
303606	WATER STREET CUTS	10	39,655												39,655	311,000	13%
	Sub Total	10	677,203	-	-	-	-	-	-	-	-	-	-	-	677,203	8,247,909	8%

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

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

Period Ending: January 2020

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759													921,000	0%
303510	ELECTRIC AGGREGATION ADMIN	10	11,304													185,000	0%
Sub Total			88,064	-	-	-	-	-	-	-	-	-	-	-	-	1,106,000	0%
Grants																	
302106	FEDERAL	10	17,655													110,933	0%
302114	POLICE OT REIMBURSEMENTS	10	13,244													119,000	0%
302107	STATE GRANTS OR OTHER	10	5,882													155,000	0%
Sub Total			36,782	-	-	-	-	-	-	-	-	-	-	-	-	384,933	0%
Fees for Services External																	
304300	ANIMAL REGISTRATION LATE FEES	10	815													7,000	0%
304302	GARBAGE HAULERS	10	-													27,000	0%
304303	CONTRACTOR LICENSES	10	7,125													25,000	0%
304304	LIQUOR LICENSES	10	3,717													527,000	0%
304305	RENTAL PROGRAM INCOME	10	-													25,000	0%
304306	BOAT LICENSES	10	-													70,000	0%
304307	OTHER LICENSES	10	20,015													137,000	0%
304401	BUILDING PERMITS	10	27,997													514,000	0%
304402	PIER PERMITS	10	-													39,500	0%
303301	ON STREET PARKING	10	309													7,000	0%
303302	PARKING LOT 1	10	2,215													22,000	0%
303306	PARKING LOT 10	10	870													9,000	0%
303308	GARAGE C	10	8,407													87,000	0%
303310	RESIDENTIAL PARKING	10	300													2,000	0%
303312	DOWNTOWN EMPL PARKING PERMIT	10	1,993													23,000	0%
304490	ADMIN COURT FINES	10	5,430													138,000	0%
305500	ADMINISTRATIVE COURT FEES	10	3,100													74,000	0%
305501	COURT FINES	10	9,438													229,000	0%
305502	BOOT FEE	10	105													7,000	0%
305503	WEED CUTTING FEES	10	3,957													64,000	0%
305505	ILLEGAL USE OF VEHICLE	10	27,770													347,000	0%
305506	OVERTIME PARKING FEES	10	6,370													231,000	0%
305507	VARIANCE AND ZONING	10	150													11,000	0%
305513	OTHER FINES AND FEES	10	7,377													4,000	0%
305516	PET CITATIONS	10	6,129													73,000	0%
305517	DUCK BLIND FEES	10	-													500	0%
305520	TRASH & CLEAN UP FINES	10	2,504													37,000	0%
305521	VACANT PROPERTY FEE	10	-													118,558	0%
303415	PROFESSIONAL STANDARDS	10	787													5,500	0%
306700	TRANSFER FROM OTHER FUNDS	10	-													-	-
308801	RENTAL OF CITY PROPERTY	10	100													1,200	0%
308802	SALE OF CITY PROPERTY	10	-													130,500	0%
308803	SALE OF OTHER PROPERTY	10	(154)													40,400	0%
308807	DEMOLITION PAYMENTS	10	2,832													45,000	0%
308810	DAMAGE TO CITY PROPERTY	10	-													2,500	0%
308814	INVENTORY REIMBURSEMENTS	10	-													-	-
308817	NOISE ORDINANCE FINES	10	-													1,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-													5,000	0%
308898	BANK RECONCILIATION ADJ	10	-													-	-
308899	MISCELLANEOUS INCOME	10	4,749													40,000	0%
310010	FIRE PROGRAMS	10	2,133													5,000	0%
305512	FIRE & BURGLAR ALARMS	10	360													2,000	0%
305514	POLICE RECORDS	10	1,400													12,000	0%
302401	STATE ROUTE MAINTENANCE	10	861													127,000	0%
303405	SCHOOL DISTRICT REIMB	10	-													431,000	0%
Sub Total			159,159	-	-	-	-	-	-	-	-	-	-	-	-	3,703,658	0%
Investment/Other Income																	
307101	INTEREST INCOME	10	5,487												5,487	100,000	5%
307141	INVESTMENT INCOME	10	138												138	-	-
Sub Total			5,625	-	-	-	-	-	-	-	-	-	-	-	5,625	100,000	6%
General Fund Total			4,920,493	-	-	-	-	-	-	-	-	-	-	-	4,636,489	70,500,000	7%
Development Services																	

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

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

Period Ending: January 2020

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
various HOME PROGRAM	17	21,883												21,883	1,037,884	2%
various CDBG	18	124,443												124,443	2,169,815	6%
various DUATS	22	0												0	349,120	0%
various PEG PROJECTS	40	3,437												3,437	79,850	4%
various MASS TRANSIT	70	2,776,556												2,776,556	13,849,521	20%
various DCDF	82	3,153												3,153	18,000	18%
various COMMUNITY REVITALIZATION	84	654												654	1,365,000	0%
various RECYCLING	88	59,991												59,991	692,550	9%
Sub Total		2,990,119	-	-	-	-	-	-	-	-	-	-	-	2,990,119	19,561,740	15%
Redevelopment & TIF																
various OLDE TOWNE TIF	19	53												53	984,960	0%
various SE PLAZA TIF	20	8,590												8,590	379,106	2%
various WABASH CROSSING TIF	21	555												555	551,409	0%
various EASTGATE TIF	23	17,231												17,231	308,009	6%
various SOUTHSIDE TIF	24	60												60	28,392	0%
various PINES SHOPPING CENTER TIF	28	2,595												2,595	100,725	3%
various GRAND & OAKLAND TIF	29	5,590												5,590	168,243	3%
Sub Total		34,675	-	-	-	-	-	-	-	-	-	-	-	34,675	2,520,844	1%
Public Safety																
various STATE DRUG ENFORCEMENT	25	1,341												1,341	192,700	1%
various DUI COURT FINES	26	3,253												3,253	120,300	3%
various POLICE PROGRAMS/LAB	27	241												241	3,300	7%
various FEDERAL DRUG ENFORCEMENT	30	89												89	85,200	0%
various FOREIGN FIRE INSURANCE	37	525												525	137,000	0%
various 2018 PROJECT FUND	44	560												560	65,500	1%
Sub Total		6,008	-	-	-	-	-	-	-	-	-	-	-	6,008	604,000	1%
Debt Service																
various DEBT SERVICE	50	32,097												32,097	2,830,600	1%
Public Works & Capital																
various LOCAL STREETS & ROADS	42	154,047												154,047	1,956,528	8%
various CAPITAL STREET PROJECTS	45	438												438	485,000	0%
various MFT PROJECTS	46	623,961												623,961	10,123,755	6%
various FLEET MAINTENANCE	60	237,762												237,762	3,112,580	8%
various EQUIPMENT REPLACEMENT	61	824												824	550,100	0%
various STORMWATER PROJECTS	78	128,580												128,580	1,710,552	8%
various SEWER PROJECTS	79	1,041,347												1,041,347	11,273,155	9%
Sub Total		2,186,959	-	-	-	-	-	-	-	-	-	-	-	2,186,959	29,211,670	7%
Library																
various LIBRARY OPERATIONS	35	103,194												103,194	3,992,487	3%
various LIBRARY CAPITAL	58	222												222	250,150	0%
various LIBRARY TRUST FUNDS	59	185												185	33,000	1%
Sub Total		103,602	-	-	-	-	-	-	-	-	-	-	-	103,602	4,275,637	2%

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

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

Period Ending: January 2020

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Other Miscellaneous																
various BUILDING FUND	34	48,528												48,528	1,077,160	5%
various BAND	36	1,080												1,080	96,581	1%
various RISK MANAGEMENT	64	274,137												274,137	3,351,600	8%
various EMPLOYEE BENEFIT	65	831,418												831,418	11,090,900	7%
various FIBER OPTICS	77	1,428												1,428	825,975	0%
various GRANTS	85	-												-	75,000	0%
Sub Total		1,156,592	-	-	-	-	-	-	-	-	-	-	-	1,156,592	16,517,216	7%
Water Utility & Capital																
various WATER	80	2,463,686												2,463,686	30,639,302	8%
various WATER CAPITAL	81	10,116												10,116	4,230,000	0%
various WATER BOND FUND	89	249												249	15,000	2%
Sub Total		2,474,050	-	-	-	-	-	-	-	-	-	-	-	2,474,050	34,884,302	7%
Fudiciary Trust & Agency																
various FIRE PENSION	90	265,335												265,335	10,574,230	3%
various POLICE PENSION	91	378,803												378,803	11,194,777	3%
Sub Total		644,138	-	-	-	-	-	-	-	-	-	-	-	644,138	21,769,007	3%
Grand Total Revenues		14,548,733	-	-	-	-	-	-	-	-	-	-	-	14,264,729	202,675,016	7%

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

home

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

Assessed Value Year
Pay Year

2019
2020
PENDING

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

Note(s)

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

Prepared By:
Office of the City Treasurer

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

Assessed Value Year
Pay Year

2019
2020
PENDING

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

Note(s)

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

Footnote (Not a part of City Tax Levy)

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

Total County Distribution to Civil City	-	-	-	-
	XX	XX	XX	

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	-	test s/b "0"
Distribution to City including TIF & Mobile Home		-	-	-	-	-
		XX	XX	XX		
General Obligation Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-	
General Purpose	10-0231-301103	-	ZTF4 SE Plaza TIF (9542)	20-43200-301103	-	
Fire Pension	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-	
Police Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-	
City Library	35-59350-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-	
Municipal Band	36-43360-301103	-	ZTF0 Grand & Oakland (xxxx)	29-43291-301103	-	
			ZTFA SS Redevelopment (xxxx)	24-43241-301103	-	

Prepared By:
Office of the City Treasurer

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

Period Ending: January 2020

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

Bold print indicates information updated from previous month's report

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

January 2020

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	8,357												8,357	63,000	63,000	13%
015	EXECUTIVE	10	56,242												56,242	697,661	697,661	8%
016	HUMAN RESOURCES	10	41,111												41,111	568,577	568,577	7%
017	INFORMATION TECHNOLOGIES	10	167,074												167,074	1,993,326	1,993,326	8%
018	CITY CLERK	10	1,027												1,027	11,130	11,130	9%
020	LEGAL	10	71,827												71,827	928,072	928,072	8%
035	FINANCE	10	104,434												104,434	1,547,756	1,547,756	7%
037	PURCHASING	10	20,080												20,080	280,114	280,114	7%
038	CIVIC CENTER	10	17,520												17,520	206,594	206,594	8%
039	CITY GENERAL ADMINISTRATIVE	10	138,500												138,500	1,700,254	1,700,254	8%
Sub Total			626,172	-	-	-	-	-	-	-	-	-	-	-	626,172	7,996,484	7,996,484	8%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	42,232												42,232	651,371	651,371	6%
052	BUILDING INSPECTIONS	10	47,654												47,654	669,412	669,412	7%
053	NEIGHBORHOOD INSPECTIONS	10	52,335												52,335	965,179	965,179	5%
054	REVITALIZATION & HOUSING SERV	10	26,884												26,884	388,308	388,308	7%
055	ECONOMIC DEVELOPMENT	10	115,322												115,322	472,106	472,106	24%
Sub Total			284,427	-	-	-	-	-	-	-	-	-	-	-	284,427	3,146,376	3,146,376	9%
Public Safety																		
065	POLICE	10	2,009,203												2,009,203	28,240,407	28,240,407	7%
070	FIRE	10	1,202,818												1,202,818	20,752,278	20,752,278	6%
Sub Total			3,212,021	-	-	-	-	-	-	-	-	-	-	-	3,212,021	48,992,685	48,992,685	7%
Public Works																		
080	PUBLIC WORKS ADMIN	10	162,885													584,288	584,288	0%
082	ENGINEERING	10	86,214													1,389,888	1,389,888	0%
083	MUNICIPAL SERVICES	10	367,224													4,895,768	4,895,768	0%
084	STREETS	10	81,780													1,059,969	1,059,969	0%
086	TRAFFIC & PARKING	10	116,862													1,647,407	1,647,407	0%
088	URBAN FORESTRY	10	34,097													587,135	587,135	0%
Sub Total			849,063	-	-	-	-	-	-	-	-	-	-	-	-	10,164,455	10,164,455	0%
General Fund Expenditure Total			4,971,683	-	-	-	-	-	-	-	-	-	-	-	4,122,620	70,300,000	70,300,000	6%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

January 2020

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Development Services																		
170	HOME PROGRAM	17	6,447												6,447	364,628	364,628	2%
171	PROGRAM DELIVERY COSTS	17	34,551												34,551	673,256	673,256	5%
181	PROJECTS	18	33,614												33,614	1,094,600	1,094,600	3%
183	REHAB PROJECTS	18	67,417												67,417	605,624	605,624	11%
184	ADMINISTRATION	18	23,079												23,079	469,591	469,591	5%
220	DUATS	22	-												-	349,120	349,120	0%
400	PEG PROJECTS	40	2,528												2,528	79,397	79,397	3%
701	MT-OPERATIONS	70	80,454												80,454	6,948,878	6,948,878	1%
702	MT-MAINTENANCE	70	69,246												69,246	450,136	450,136	15%
703	MT-TRANSPORTATION	70	93,441												93,441	706,294	706,294	13%
704	MT-INSURANCE	70	26,241												26,241	70,400	70,400	37%
705	MT-CAPITAL	70	4,429,161												4,429,161	6,104,000	6,104,000	73%
820	DCDF	82	632												632	155,000	155,000	0%
840	COMMUNITY REVITALIZATION	84	-												-	278,000	278,000	0%
841	COMM REVITALIZATION GRANT	84	77,578												77,578	2,164,000	2,164,000	4%
880	RECYCLING	88	48,517												48,517	657,067	657,067	7%
Sub Total			4,992,904	-	-	-	-	-	-	-	-	-	-	-	4,992,904	21,169,991	21,169,991	24%
Redevelopment & TIF																		
190	OLDE TOWNE TIF	19	-												-	984,960	984,960	0%
200	SE PLAZA TIF	20	-												-	379,106	379,106	0%
210	WABASH CROSSING TIF	21	-												-	1,116,000	1,116,000	0%
230	EASTGATE TIF	23	-												-	308,009	308,009	0%
241	SOUTHSIDE TIF	24	-												-	60,200	60,200	0%
281	PINES SHOPPING CENTER TIF	28	-												-	100,725	100,725	0%
291	GRAND & OAKLAND TIF	29	-												-	168,243	168,243	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	3,117,243	3,117,243	0%
Public Safety																		
251	STATE DRUG ACTIVITIES	25	21,618												21,618	321,360	321,360	7%
260	DUI COURT FINES	26	7,969												7,969	151,000	151,000	5%
270	POLICE PROGRAMS/LAB	27	-												-	41,000	41,000	0%
302	FEDERAL DRUG ENFORCEMENT	30	-												-	150,000	150,000	0%
371	FOREIGN FIRE INSURANCE	37	12,023												12,023	137,000	137,000	9%
440	2018 PROJECT FUND	44	190,206												190,206	6,261,016	6,261,016	3%
Sub Total			231,816	-	-	-	-	-	-	-	-	-	-	-	231,816	7,061,376	7,061,376	3%
Debt Service																		
504	DS-2018 BOND-FIRE STATIONS	50	-												-	656,200	656,200	0%
505	DS-2018 BOND-FIRE RENOVATIONS	50	-												-	132,250	132,250	0%
506	DS-2019 BOND	50	-												-	276,480	276,480	0%
516	DS-2010A BOND	50	-												-	545,700	545,700	0%
518	DS-2010C BOND	50	-												-	137,800	137,800	0%
521	DS-2012 GO BOND	50	-												-	746,322	746,322	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	2,494,752	2,494,752	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

January 2020

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Works & Capital																		
420	LOCAL MFT INITIATIVE PROJECTS	42	1,070												1,070	1,655,004	1,655,004	0%
421	LOCAL STREET CAP PROJECTS	42	-												-	1,191,429	1,191,429	0%
451	CAPITAL STREET PROJECTS	45	5,000												5,000	1,042,250	1,042,250	0%
460	MFT PROJECTS	46	353,470												353,470	10,699,966	10,699,966	3%
601	FLEET OPERATIONS	60	107,611												107,611	1,697,302	1,697,302	6%
602	FLEET INVENTORY	60	22,499												22,499	1,225,600	1,225,600	2%
611	POLICE CAPITAL	61	33,791												33,791	684,639	684,639	5%
612	FIRE CAPITAL	61	-												-	186,303	186,303	0%
613	PUBLIC WORKS CAPITAL	61	-												-	268,711	268,711	0%
780	STORM WATER PROJECTS	78	60,178												60,178	2,157,100	2,157,100	3%
782	STORM DEBT SERVICE-2017 IEPA	78	-												-	206,332	206,332	0%
790	SEWER PROJECTS	79	224,688												224,688	13,529,122	13,529,122	2%
792	SEWER DEBT SERVICE-2013 IEPA	79	-												-	459,695	459,695	0%
793	SEWER DEBT SERVICE-2015 IEPA	79	66,351												66,351	132,702	132,702	50%
794	SEWER DEBT SERVICE-2015 IEPA	79	-												-	508,121	508,121	0%
Sub Total			874,658	-	-	-	-	-	-	-	-	-	-	-	874,658	35,644,276	35,644,276	2%
Library																		
351	LIBRARY OPERATIONS	35	291,465												291,465	3,985,458	3,985,458	7%
582	LIBRARY CAPITAL PROJECTS	58	-												-	250,000	250,000	0%
591	DPL-CANTONI TRUST	59	-												-	-	-	-
592	DPL-MEYER TRUST	59	1,977												1,977	47,000	47,000	4%
594	DPL-DONATIONS	59	-												-	30,000	30,000	0%
Sub Total			293,441	-	-	-	-	-	-	-	-	-	-	-	293,441	4,312,458	4,312,458	7%
Other Miscellaneous																		
340	BUILDING FUND	34	9,112												9,112	1,080,010	1,080,010	1%
360	BAND	36	1,709												1,709	96,581	96,581	2%
641	RISK MANAGEMENT	64	25,201												25,201	429,493	429,493	6%
642	WORKER'S COMPENSATION	64	176,355												176,355	2,004,250	2,004,250	9%
643	LIABILITY PROPERTY & CASUALTY	64	(38,271)												(38,271)	732,000	732,000	-5%
651	MEDICAL INSURANCE	65	865,276												865,276	11,812,424	11,812,424	7%
653	UNEMPLOYMENT INSURANCE	65	-												-	18,000	18,000	0%
770	FIBER OPTICS	77	-												-	866,000	866,000	0%
850	GRANTS	85	-												-	75,000	75,000	0%
Sub Total			1,039,381	-	-	-	-	-	-	-	-	-	-	-	1,039,381	17,113,758	17,113,758	6%
Water Utility & Capital																		
801	WATER PRODUCTION	80	272,592												272,592	5,428,244	5,428,244	5%
802	WATER LAKE SERVICES	80	85,819												85,819	1,457,389	1,457,389	6%
803	WATER ADMINISTRATION	80	331,747												331,747	6,803,233	6,803,233	5%
804	WATER SERVICES	80	269,253												269,253	3,583,346	3,583,346	8%
805	UTILITY CUSTOMER SERVICE	80	69,262												69,262	994,379	994,379	7%
808	WATER DEBT SERV-SWTP	80	-												-	11,176,272	11,176,272	0%
809	WATER DEBT-NITRATE FACILITY	80	-												-	484,538	484,538	0%
808	WATER DEBT-MAIN&FRANK TANK	80	180,840												180,840	361,681	361,681	50%
80C	WATER DEBT-ENERGY PROJECT	80	-												-	1,335,101	1,335,101	0%
811	WATER NON LAKE CAPITAL	81	13,371												13,371	5,790,186	5,790,186	0%
812	WATER LAKE CAPITAL	81	29,565												29,565	1,140,000	1,140,000	3%
890	WATER BONDS	89	-												-	3,303,547	3,303,547	0%
Sub Total			1,252,449	-	-	-	-	-	-	-	-	-	-	-	1,252,449	41,857,916	41,857,916	3%
Fudiciary Trust & Agency																		
900	FIRE PENSION	90	722,612												722,612	9,292,580	9,292,580	8%
910	POLICE PENSION	91	746,579												746,579	9,522,476	9,522,476	8%
Sub Total			1,469,191	-	-	-	-	-	-	-	-	-	-	-	1,469,191	18,815,056	18,815,056	8%
Grand Total Expenditures			15,125,524	-	-	-	-	-	-	-	-	-	-	-	14,276,461	221,886,826	221,886,826	6%

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

Month of: **January 2020**

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	2,414,571	2,358,860	55,711	2,351,341	63,230
UCB Billing Reimb	44,186	44,158	28	38,959	5,227
Tapping Fees	-	38	(38)	35	(35)
Interest Income	4,929	12,549	(7,620)	3,426	1,503
Other Income	-	699	(699)	1,388	(1,388)
Total Revenue	2,463,686	2,416,304	47,382	2,395,149	68,537
Cost of Service					
Water Production	272,592	204,684	67,908	178,560	94,032
Water Services	269,253	249,102	20,151	230,725	38,528
Total Cost of Service	541,845	453,786	88,059	409,285	132,560
% of Revenue	22.0%	18.8%		17.1%	
Water Gross Margin	1,921,841	1,962,518	(40,677)	1,985,864	(64,023)
% of Revenue	78.0%	81.2%		82.9%	
Operating Expense					
Lake Management	85,819	150,893	(65,074)	95,800	(9,981)
Water Administration	331,747	325,833	5,914	326,261	5,486
Customer Service	69,262	72,450	(3,188)	76,924	(7,662)
Total Operating Expense	486,828	549,176	(62,348)	498,985	(12,157)
% of Revenue	19.8%	22.7%		20.8%	
Margin Before Debt Service	1,435,013	1,413,342	21,671	1,486,879	(51,866)
% of Revenue	58.2%	58.5%		62.1%	
Debt Service					
GO Bond Debt	-	-	-	1,053	(1,053)
IEPA - Nitrate Facility	-	-	-	-	-
IEPA - Water Tower	180,840	180,840	-	180,840	-
JCI - Auto Water Meter	-	-	-	-	-
Total Debt Service	180,840	180,840	-	181,893	(1,053)
% of Revenue	7.3%	7.5%		7.6%	
Operating Income	1,254,173	1,232,502	21,671	1,304,986	(50,813)
% of Revenue	50.9%	51.0%		54.5%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Income after Capital Transfer	1,254,173	1,232,502	21,671	1,304,986	(50,813)
% of Revenue	50.9%	51.0%		54.5%	

Balance Sheet Items (Operating Fund)					
Cash	6,183,302			6,775,922	
Interfund AR	-			-	
Investments	-			-	
Total Cash & Investments	6,183,302			6,775,922	
Accounts Receivable	2,593,421			2,539,715	

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
2,414,571	2,358,860	55,711	2,351,341	63,230
44,186	44,158	28	38,959	5,227
-	38	(38)	35	(35)
4,929	12,549	(7,620)	3,426	1,503
-	699	(699)	1,388	(1,388)
2,463,686	2,416,304	47,382	2,395,149	68,537
272,592	204,684	67,908	178,560	94,032
269,253	249,102	20,151	230,725	38,528
541,845	453,786	88,059	409,285	132,560
22.0%	18.8%		17.1%	
1,921,841	1,962,518	(40,677)	1,985,864	(64,023)
78.0%	81.2%		82.9%	
85,819	150,893	(65,074)	95,800	(9,981)
331,747	325,833	5,914	326,261	5,486
69,262	72,450	(3,188)	76,924	(7,662)
486,828	549,176	(62,348)	498,985	(12,157)
19.8%	22.7%		20.8%	
1,435,013	1,413,342	21,671	1,486,879	(51,866)
58.2%	58.5%		62.1%	
-	-	-	1,053	(1,053)
-	-	-	-	-
180,840	180,840	-	180,840	-
-	-	-	-	-
180,840	180,840	-	181,893	(1,053)
7.3%	7.5%		7.6%	
1,254,173	1,232,502	21,671	1,304,986	(50,813)
50.9%	51.0%		54.5%	
-	-	-	-	-
1,254,173	1,232,502	21,671	1,304,986	(50,813)
50.9%	51.0%		54.5%	

Prepared By: Office of the City Treasurer

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

Month of: **January 2020**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,750,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	-	-	-	1,000,000	Actual ADM cost share
IEPA Loan draw down	-	-	-	-	-	
Other	10,116	10,116	8,571	1,545	275,538	
Total Revenue	10,116	10,116	8,571	1,545	4,025,538	

CapEx Project Spending					
Operating CapEx	-	-	-	-	300,000
Professional Services	-	-	-	-	247,000
Capital Equipment	-	-	-	-	500,000
Water Distribution	-	-	-	-	34,000
Pump Stations	-	-	-	-	-
Water Main Replacement	198	198	682,110	(681,912)	4,000,000
Water System Improv	9,240	9,240	59,208	(49,968)	350,897
SWTP CapEx	3,933	3,933	-	3,933	642,186
Lake Operating	29,565	29,565	-	29,565	10,000
Other Equipment	-	-	-	-	30,000
EPA Non Source	-	-	-	-	25,000
Lakefront Development	-	-	-	-	430,000
Sediment Control	-	-	-	-	35,000
Additional Water Supply	-	-	10,556	(10,556)	237,324
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	42,936	42,936	751,874	(708,938)	6,841,407

Surplus (Deficit)	(32,820)	(32,820)	(743,303)		(2,815,869)
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Capital Fund Cash Position

Cash at January 1, 2019	3,778,676			
Current Cash Position	2,677,432	Cash Position Target at December 31, 2019		962,807
Interfund AR	1,681,816			
included in cash above	-			

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	27,465												27,465	
Industrial	32												32	
Commercial	2,740												2,740	
Total	30,237	-	-	-	-	-	-	-	-	-	-	-	30,237	99.0%
Delinquent Bills														
Residential	8,038												8,038	
Industrial	-												-	
Commercial	369												369	
Total	8,407	-	-	-	-	-	-	-	-	-	-	-	8,407	100.5%
Total Bill Count	38,644	-	-	-	-	-	-	-	-	-	-	-	38,644	99.3%
Cubit Feet Consumption Billed														
Residential	11,707,150												11,707,150	97.2%
Industrial	40,279,029												40,279,029	96.3%
Commercial	9,711,877												9,711,877	99.6%
Total	61,698,056	-	-	-	-	-	-	-	-	-	-	-	61,698,056	97.0%
Water Shut Offs	458												458	135.1%
Customer Service Telephone Calls	5,497												5,497	114.1%
Water Billed \$														
Residential	\$ 703,504												\$ 703,504	99.5%
Industrial	\$ 1,071,513												\$ 1,071,513	101.9%
Commercial	\$ 498,734												\$ 498,734	102.7%
Total	\$ 2,273,751	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,273,751	101.3%
Penalty \$	\$ 12,927												\$ 12,927	101.1%
Total Billed	\$ 2,286,678	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,286,678	101.3%
Water Gallonage														
Gallons (000)	311,890												311,890	117.5%
\$ Billed	\$ 94,815												\$ 94,815	117.5%
Water Billed vs Cash Receipts														
Billed \$	\$ 2,381,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,381,493	101.9%
Cash Revenue \$	\$ 2,414,571												\$ 2,414,571	102.7%
% Cash to Billed	101.4%	-	-	-	-	-	-	-	-	-	-	-	101.4%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	27,735	25,525	26,305	27,644	28,607	23,764	28,621	27,007	24,637	27,701	24,026	28,618	320,190	
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384	
Commercial	2,765	2,541	2,649	2,689	2,831	2,443	2,783	2,697	2,496	2,787	2,381	2,873	31,935	
Total	30,532	28,098	28,986	30,365	31,470	26,239	31,436	29,736	27,165	30,520	26,439	31,523	352,509	
Delinquent Bills														
Residential	7,993	6,901	6,706	6,950	8,032	6,910	7,749	8,147	7,136	8,437	6,086	8,592	89,639	
Industrial	-	-	-	-	-	-	-	25	2	-	-	-	27	
Commercial	376	375	287	305	350	377	333	324	345	390	356	366	4,184	
Total	8,369	7,276	6,993	7,255	8,382	7,287	8,082	8,496	7,483	8,827	6,442	8,958	93,850	
Total Bill Count	38,901	35,374	35,979	37,620	39,852	33,526	39,518	38,232	34,648	39,347	32,881	40,481	446,359	
Cubit Feet Consumption Billed														
Residential	12,041,691	11,407,635	10,584,868	11,506,204	12,111,824	11,249,039	14,021,911	14,869,628	12,152,490	12,930,056	10,566,313	12,114,225	145,555,884	
Industrial	41,841,009	41,375,005	37,010,223	43,526,726	42,700,648	44,404,008	45,261,989	45,128,038	45,878,359	43,707,149	38,624,948	40,522,893	509,980,995	
Commercial	9,753,438	9,597,629	9,383,432	10,020,604	10,261,031	10,785,982	12,932,760	14,513,563	14,131,344	13,628,215	10,645,390	10,358,306	136,011,694	
Total	63,636,138	62,380,269	56,978,523	65,053,534	65,073,503	66,439,029	72,216,660	74,511,229	72,162,193	70,265,420	59,836,651	62,995,424	791,548,573	
Water Shut Offs	339	340	300	341	317	286	370	361	344	385	318	365	4,066	
Customer Service Tphone Calls	4,819	4,615	4,383	4,780	5,124	4,787	5,481	5,443	5,231	5,376	4,846	5,576	60,461	
Water Billed \$														
Residential	\$ 707,015	\$ 664,990	\$ 628,859	\$ 681,520	\$ 717,380	\$ 665,840	\$ 818,685	\$ 850,040	\$ 709,288	\$ 759,172	\$ 632,034	\$ 727,674	\$ 8,562,497	
Industrial	\$ 1,052,018	\$ 1,037,122	\$ 944,448	\$ 1,115,622	\$ 1,073,867	\$ 1,136,982	\$ 1,154,858	\$ 1,183,611	\$ 1,168,646	\$ 1,120,429	\$ 1,013,463	\$ 1,053,726	\$ 13,054,792	
Commercial	\$ 485,581	\$ 467,965	\$ 463,160	\$ 491,233	\$ 509,097	\$ 516,558	\$ 602,414	\$ 652,443	\$ 630,888	\$ 624,932	\$ 508,457	\$ 527,206	\$ 6,479,934	
Total	\$ 2,244,614	\$ 2,170,077	\$ 2,036,467	\$ 2,288,375	\$ 2,300,344	\$ 2,319,380	\$ 2,575,957	\$ 2,686,094	\$ 2,508,822	\$ 2,504,533	\$ 2,153,954	\$ 2,308,606	\$ 28,097,223	
Penalty \$	\$ 12,791	\$ 11,939	\$ 10,836	\$ 10,622	\$ 12,709	\$ 11,456	\$ 13,507	\$ 40,523	\$ 13,902	\$ 16,313	\$ 11,404	\$ 15,200	\$ 181,202	
Total Billed	\$ 2,257,405	\$ 2,182,016	\$ 2,047,303	\$ 2,298,997	\$ 2,313,053	\$ 2,330,836	\$ 2,589,464	\$ 2,726,617	\$ 2,522,724	\$ 2,520,846	\$ 2,165,358	\$ 2,323,806	\$ 28,278,425	
Water Gallonage														
Gallons (000)	265,330	260,890	288,360	265,660	273,250	297,130	347,210	326,990	340,010	321,630	293,080	303,380	3,582,920	
\$ Billed	\$ 80,660	\$ 79,311	\$ 87,661	\$ 80,761	\$ 83,068	\$ 90,328	\$ 105,552	\$ 99,405	\$ 103,363	\$ 97,776	\$ 89,096	\$ 92,228	\$ 1,089,208	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,338,065	\$ 2,261,327	\$ 2,134,964	\$ 2,379,758	\$ 2,396,121	\$ 2,421,164	\$ 2,695,016	\$ 2,826,022	\$ 2,626,087	\$ 2,618,622	\$ 2,254,454	\$ 2,416,034	\$ 29,367,633	
Cash Revenue \$	\$ 2,351,452	\$ 2,242,273	\$ 2,222,173	\$ 2,394,054	\$ 2,355,840	\$ 2,366,561	\$ 2,664,736	\$ 2,726,050	\$ 2,696,817	\$ 2,672,361	\$ 2,267,038	\$ 2,436,758	\$ 29,396,115	
% Cash to Billed	100.6%	99.2%	104.1%	100.6%	98.3%	97.7%	98.9%	96.5%	102.7%	102.1%	100.6%	100.9%	100.1%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: January 2020

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

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

Supplementary Statistics - Full Time Staffing

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: January 2020

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

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: January 2020

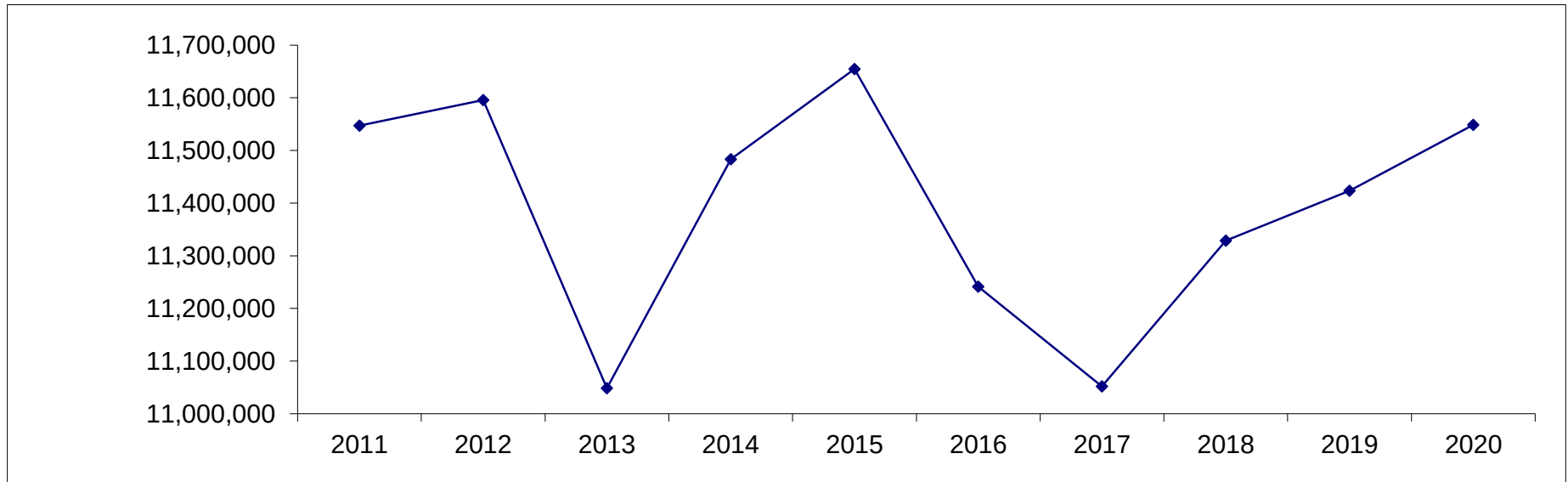
	2020 Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Part Time / Temporary Staff														
Executive														
City Clerk														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Legislative	7	7												7
Financial Management														
Finance														
Purchasing						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

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

Projected Revenues

STATE SALES TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	916,053	939,211	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354	A
FEBRUARY	1,104,610	935,641	880,247	914,587	941,678	904,631	899,838	917,921	935,303	946,556	B
MARCH	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,107,133	B
APRIL	844,138	871,624	856,724	825,291	857,417	824,458	789,769	840,607	801,923	811,571	B
MAY	851,665	986,897	884,323	868,465	877,404	867,538	837,972	819,180	845,440	855,611	B
JUNE	941,869	1,021,804	954,864	974,156	978,888	940,736	957,693	978,292	975,295	987,029	B
JULY	966,695	918,786	922,915	935,127	944,686	887,325	906,452	942,693	968,093	979,740	B
AUGUST	942,384	991,930	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	1,023,646	B
SEPTEMBER	976,252	951,845	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	941,469	B
OCTOBER	942,225	911,934	925,873	981,740	991,641	933,239	891,372	943,494	979,187	990,967	B
NOVEMBER	955,438	1,001,513	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	978,934	B
DECEMBER	965,215	906,055	919,141	969,684	976,633	916,175	935,863	935,419	930,430	941,624	B
TOTALS	11,547,387	11,595,938	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,548,634	

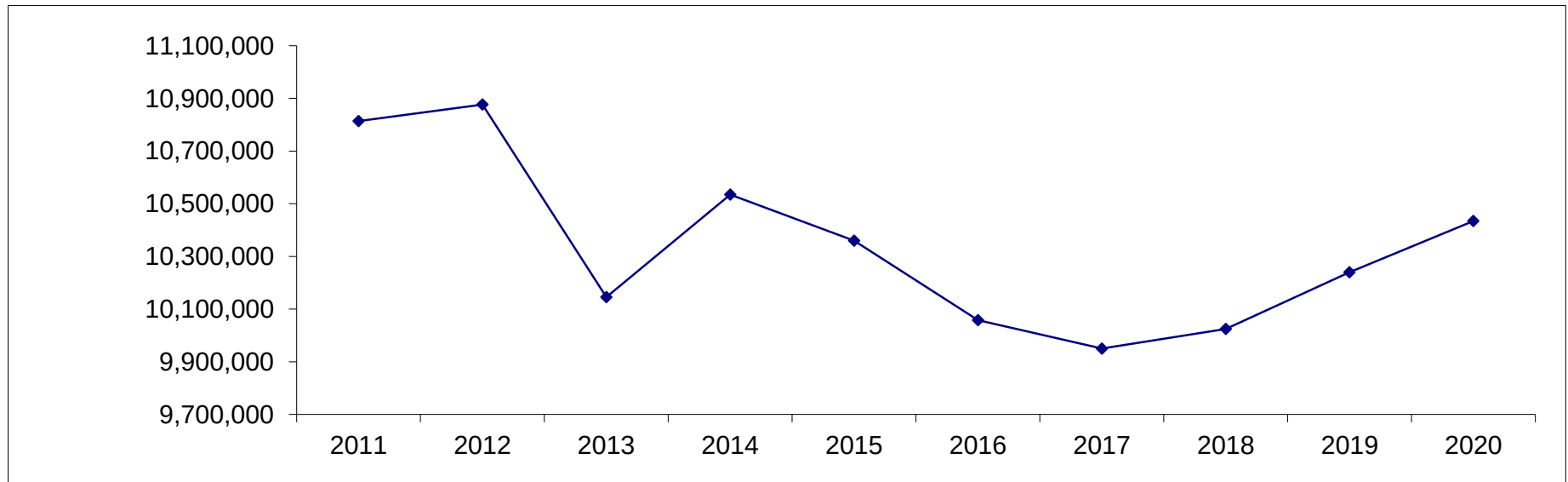


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	841,530	914,456	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608 A
FEBRUARY	880,959	911,162	880,506	862,759	863,243	833,995	838,995	837,288	864,722	883,815 B
MARCH	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	984,504 B
APRIL	767,991	758,516	773,089	739,227	739,805	703,472	702,734	712,309	698,869	714,300 B
MAY	761,238	929,937	775,938	779,506	764,685	744,767	729,878	716,975	739,341	755,666 B
JUNE	863,436	942,726	853,033	865,335	832,374	840,488	855,602	852,317	858,115	877,061 B
JULY	925,802	864,230	846,702	864,489	833,551	791,839	814,658	807,532	860,421	879,418 B
AUGUST	959,067	927,747	619,512	957,423	906,467	867,107	877,154	909,719	920,833	941,164 B
SEPTEMBER	950,587	899,635	901,318	916,077	911,765	904,129	852,928	890,655	873,345	892,628 B
OCTOBER	898,365	838,868	860,182	882,079	875,986	822,711	779,788	836,215	868,200	887,369 B
NOVEMBER	916,686	902,358	897,029	884,609	882,605	854,078	835,747	866,834	875,836	895,174 B
DECEMBER	942,430	898,532	864,499	872,277	860,119	810,233	849,336	827,137	824,656	842,864 B
TOTALS	10,814,030	10,876,609	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	10,434,571

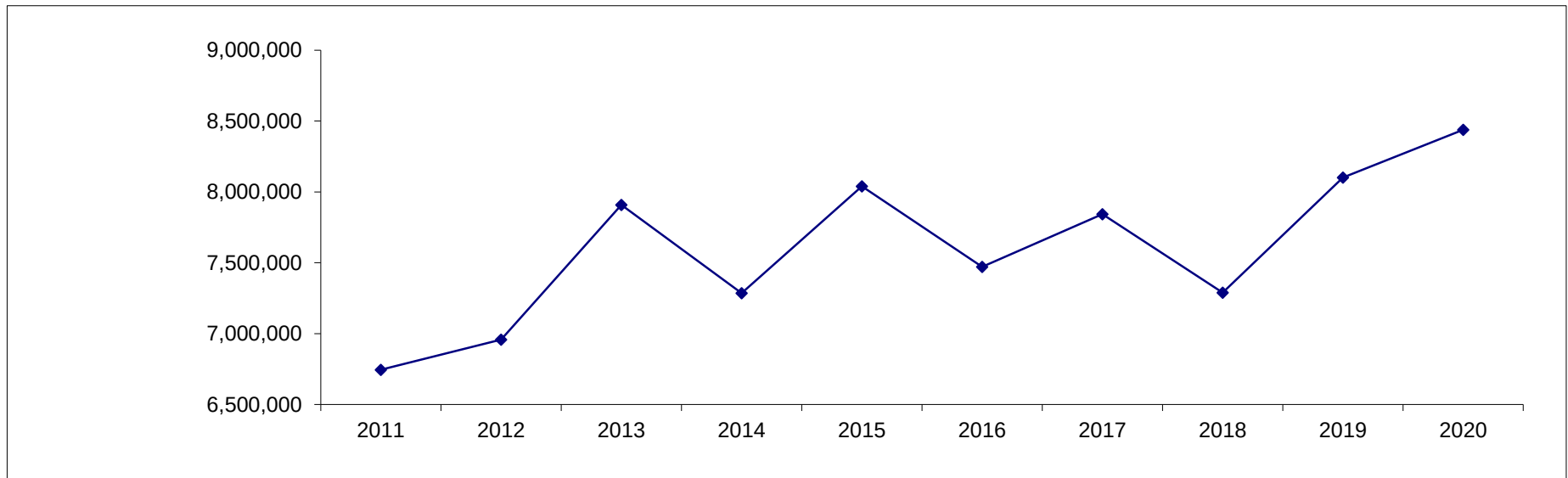


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand & Oakland TIF funds.

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

STATE INCOME TAX

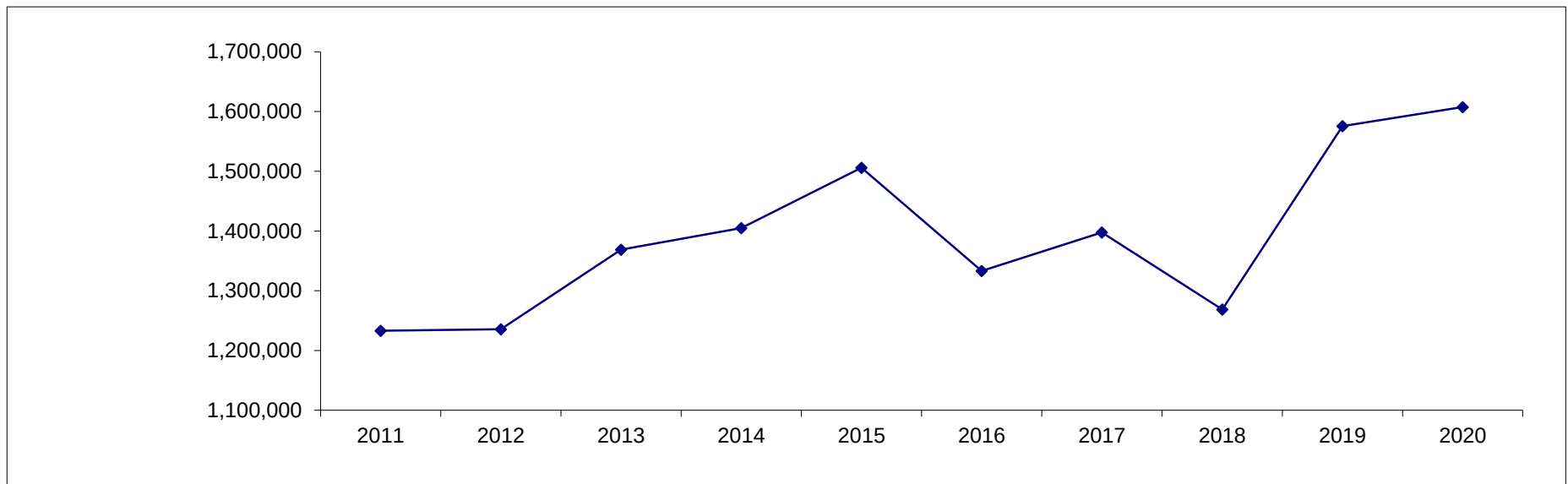
MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	805,061	761,050	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621 A
FEBRUARY	1,038,247	0	478,227	0	0	0	0	837,319	759,834	787,372 B
MARCH	493,074	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	474,099 B
APRIL	562,140	394,295	1,333,938	742,236	925,184	822,346	0	646,373	734,870	761,503 B
MAY	0	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	1,584,036 B
JUNE	694,679	424,269	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	494,688 B
JULY	942,538	658,753	1,298,806	1,150,541	1,364,531	0	1,547,903	652,113	713,920	739,794 B
AUGUST	761,549	956,491	441,258	428,542	566,667	496,310	698,009	478,694	511,760	530,307 B
SEPTEMBER	454,403	502,880	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	469,348 B
OCTOBER	0	645,769	419,882	818,347	0	0	599,068	726,093	808,115	837,403 B
NOVEMBER	588,653	405,227	409,627	0	441,918	450,551	450,852	522,953	527,420	546,535 B
DECEMBER	404,975	401,952	714,661	721,926	776,691	665,793	396,923	433,456	498,389	516,452 B
	10 ct-5 mo delay	13 ct-4 mo delay	13 ct-3 mo delay	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay		
TOTALS	6,745,318	6,957,316	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,438,158



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

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	134,079	180,082	185,383	233,315	202,878	195,051	217,463	143,616	153,006	226,930	A
FEBRUARY	7,154	1,565	1,605	2,024	717	0	0	0	0	0	B
MARCH	78,877	61,281	62,898	80,778	70,137	83,788	147,880	132,622	67,368	65,382	B
APRIL	262,367	276,320	303,821	309,261	364,335	271,921	352,780	260,085	301,619	292,726	B
MAY	188,640	187,031	265,561	227,806	293,618	219,695	227,189	269,213	365,884	355,096	B
JUNE	3,923	5,417	937	0	2,501	12,343	0	0	3,173	3,079	B
JULY	176,542	238,582	260,211	229,514	238,695	239,680	239,384	206,222	217,352	210,943	B
AUGUST	43,808	28,828	29,295	24,688	32,169	27,902	10,712	20,842	26,075	25,306	B
SEPTEMBER	381	3,931	0	6,877	2,356	4,554	0	0	0	0	B
OCTOBER	292,298	181,562	188,719	227,489	239,950	218,004	160,071	190,221	376,967	365,852	B
NOVEMBER	2,542	1,579	0	0	0	1,876	0	0	1,332	1,293	B
DECEMBER	42,441	69,220	70,395	63,058	58,604	58,514	42,179	46,033	62,824	60,972	B
TOTALS	1,233,053	1,235,400	1,368,825	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,607,579	

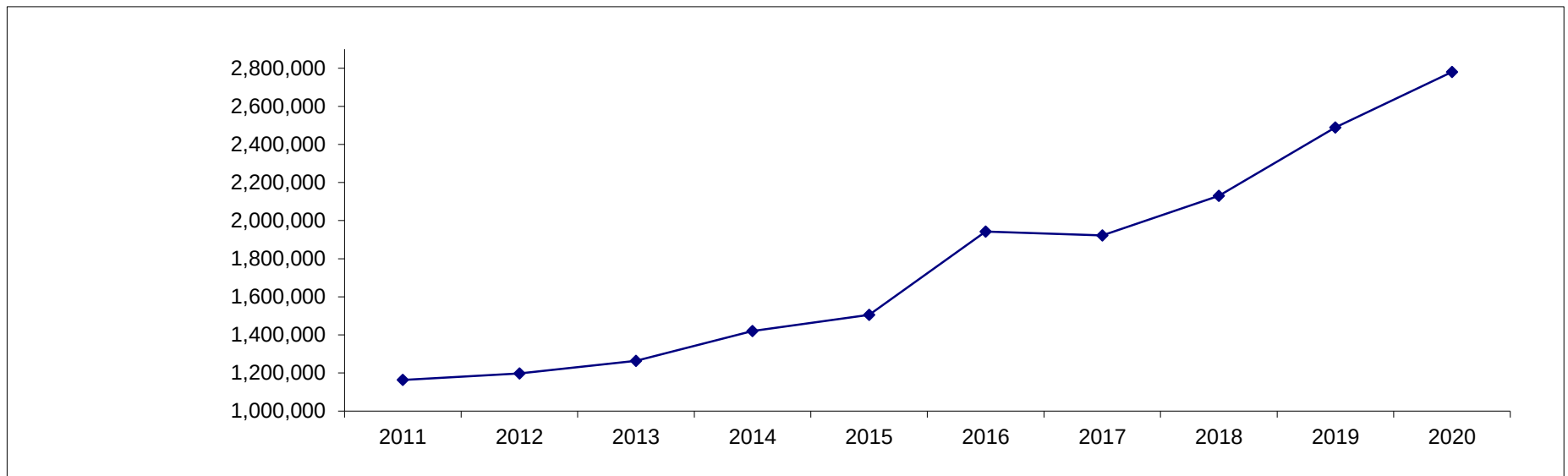


Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	118,641	89,854	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618	A
FEBRUARY	92,228	90,475	103,364	108,961	129,837	146,086	155,199	192,590	227,498	252,690	B
MARCH	145,191	138,269	147,635	171,437	196,801	208,903	241,170	243,593	275,101	305,564	B
APRIL	88,796	88,358	102,769	90,904	69,628	128,350	139,319	145,000	159,583	177,254	B
MAY	95,460	98,119	76,976	89,241	135,902	130,832	131,114	149,116	183,842	204,199	B
JUNE	98,268	103,364	96,618	117,824	143,287	153,738	170,503	180,080	208,996	232,139	B
JULY	91,809	91,336	106,037	108,621	140,649	149,743	146,418	157,169	197,817	219,723	B
AUGUST	89,450	102,769	93,637	115,406	133,971	145,710	147,521	171,381	198,672	220,672	B
SEPTEMBER	98,836	86,379	124,363	128,816	0	164,340	156,033	183,541	201,970	224,336	B
OCTOBER	79,105	106,791	106,986	109,843	0	130,791	149,381	178,049	207,636	230,628	B
NOVEMBER	94,213	98,487	99,965	118,956	0	142,584	158,864	169,331	198,926	220,955	B
DECEMBER	71,453	102,979	107,849	144,341	419,237	146,571	167,420	194,248	222,795	247,467	B
TOTALS	1,163,451	1,197,181	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	2,780,245	



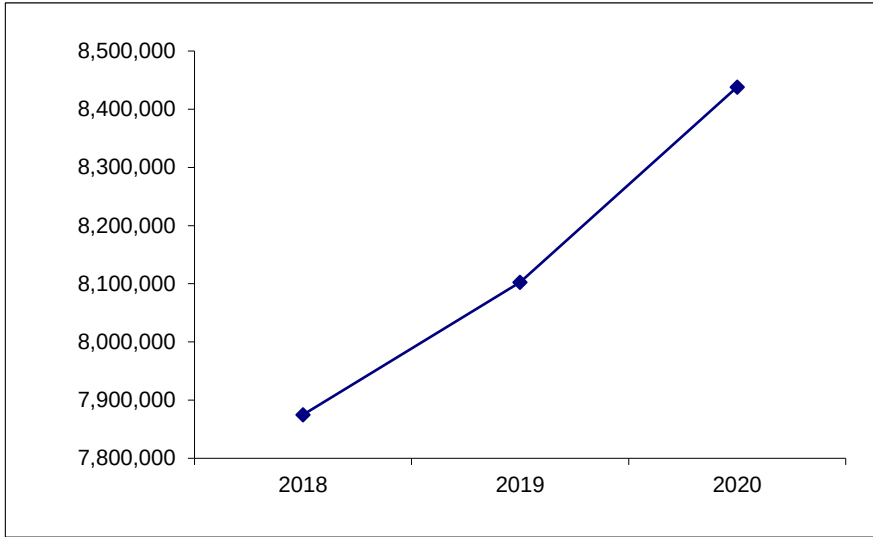
2015 Delays in Distribution of State Use Tax due to State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	578,461.18	631,574.05	696,620.69
FEBRUARY	837,319.00	759,834.38	787,372.00
MARCH	420,940.73	457,517.76	474,099.00
APRIL	646,372.81	734,869.77	761,503.00
MAY	1,044,018.62	1,528,634.61	1,584,036.00
JUNE	482,298.07	477,386.66	494,688.00
JULY	652,113.37	713,919.69	739,794.00
AUGUST	478,693.62	511,759.62	530,307.00
SEPTEMBER	476,185.57	452,932.41	469,348.00
OCTOBER	726,092.64	808,114.84	837,403.00
NOVEMBER	522,953.38	527,419.79	546,535.00
DECEMBER	433,455.92	498,388.97	516,452.00

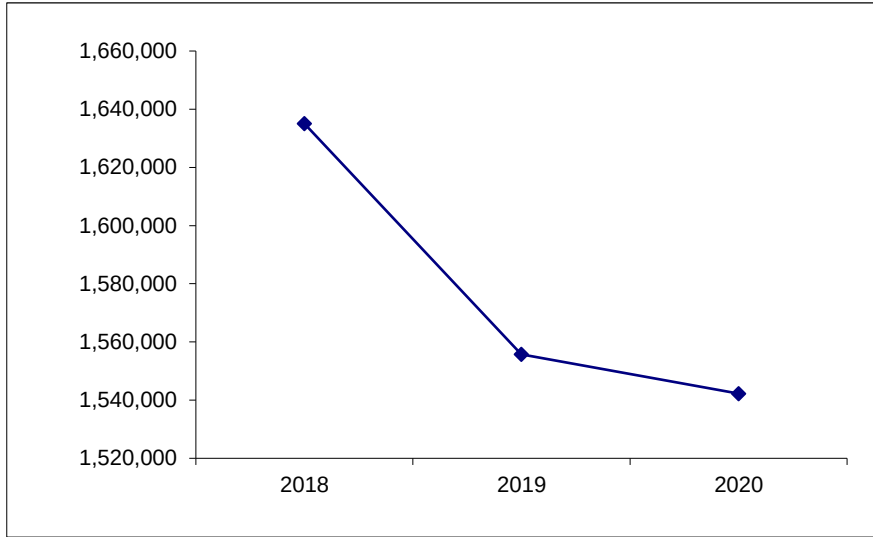
TOTALS	7,874,917.89	8,102,352.55	8,438,157.69
<i>Listed by month reported - receipts delayed by State until September 2017</i>		Current Budget	8,396,000.00
	Projected Amt Over (Under)		42,157.69



TELEPHONE COMMUNICATIONS TAX

MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	141,050.48	131,097.92	118,280.74
FEBRUARY	141,599.21	126,545.99	126,482.94
MARCH	142,413.54	132,658.65	132,592.56
APRIL	138,930.51	122,033.21	121,972.41
MAY	137,565.64	196,226.34	196,128.58
JUNE	140,820.63	124,244.24	124,182.34
JULY	133,121.01	119,318.01	119,258.57
AUGUST	134,839.16	130,876.05	130,810.85
SEPTEMBER	135,127.35	118,590.23	118,531.15
OCTOBER	136,261.81	118,666.69	118,607.57
NOVEMBER	130,339.54	122,438.19	122,377.19
DECEMBER	122,968.75	113,079.57	113,023.23

TOTALS	1,635,037.63	1,555,775.09	1,542,248.13
		Current Budget	1,555,000.00
		Projected Amt Over (Under)	-12,751.87

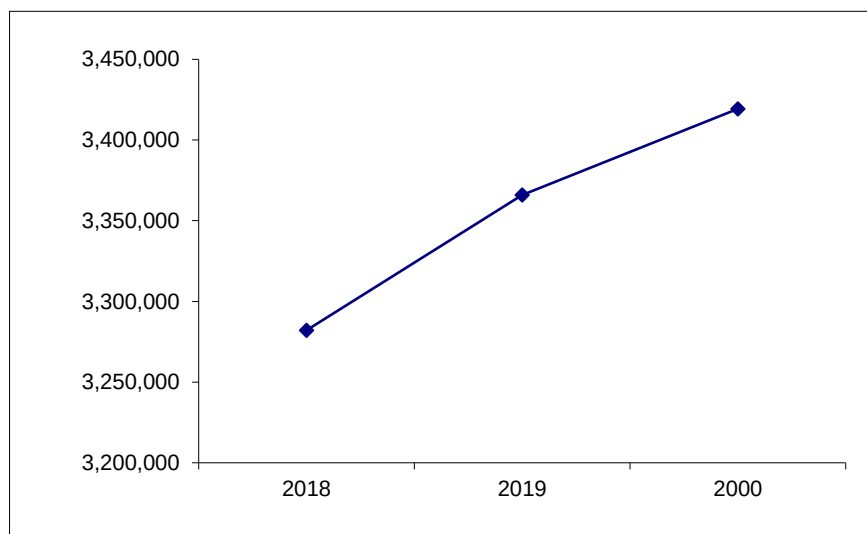


Projected Revenues

FOOD & BEVERAGE TAX

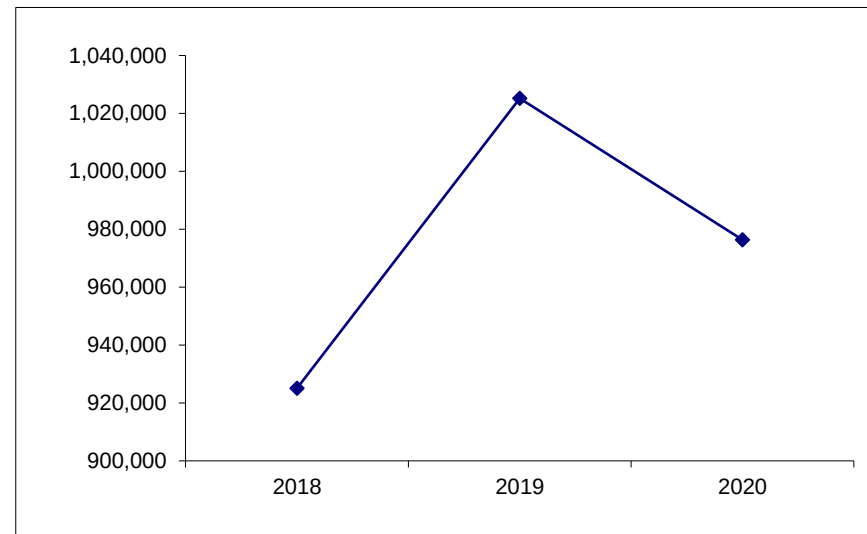
MONTH	2018 Actual	2019 Actual	2000
JANUARY	286,060.40	294,706.90	284,618.41
FEBRUARY	240,877.75	240,384.13	245,349.65
MARCH	238,794.28	252,281.45	257,492.73
APRIL	293,459.52	288,754.51	294,719.19
MAY	267,164.91	284,579.72	290,458.17
JUNE	289,225.82	298,383.41	304,546.99
JULY	280,926.34	295,849.03	301,960.26
AUGUST	279,641.19	276,904.83	282,624.74
SEPTEMBER	291,559.59	299,251.55	305,433.07
OCTOBER	263,629.18	280,242.30	286,031.15
NOVEMBER	280,238.16	278,898.03	284,659.11
DECEMBER	270,560.22	275,734.66	281,430.40

TOTALS	3,282,137.36	3,365,970.52	3,419,323.87
		Current Budget	3,435,500.00
		Projected Amt Over (Under)	-16,176.13

**HOTEL & MOTEL TAX**

MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	43,682.49	64,313.97	47,544.23
FEBRUARY	52,237.60	61,319.56	59,274.30
MARCH	58,641.79	63,485.43	61,367.93
APRIL	73,099.04	74,250.77	71,774.20
MAY	85,446.49	83,140.95	80,367.85
JUNE	87,171.79	79,405.50	76,756.99
JULY	90,273.57	96,564.51	93,343.68
AUGUST	89,609.64	90,070.41	87,066.18
SEPTEMBER	97,965.63	146,062.89	141,191.08
OCTOBER	82,857.49	101,000.09	97,631.31
NOVEMBER	90,311.56	86,882.70	83,984.80
DECEMBER	73,736.68	78,697.75	76,072.85

TOTALS	925,033.77	1,025,194.53	976,375.40
		Current Budget	991,000.00
		Projected Amt Over (Under)	-14,624.60

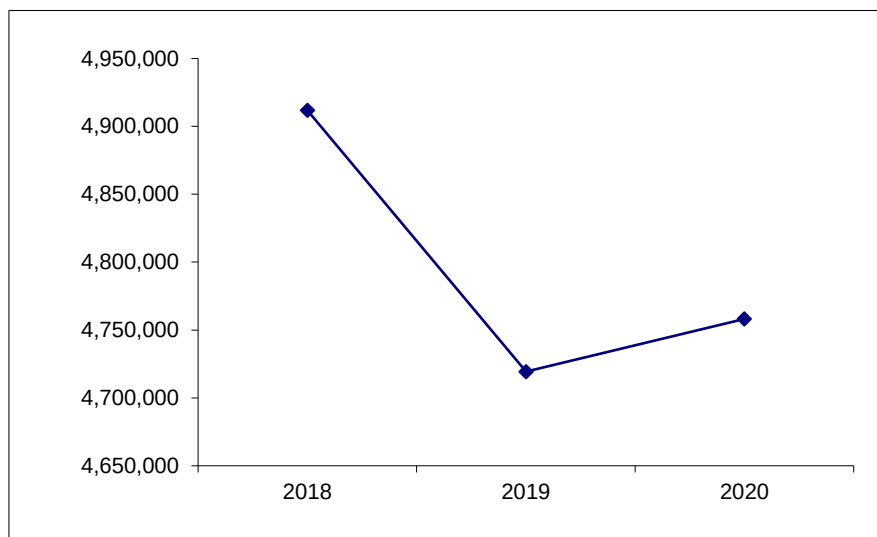


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

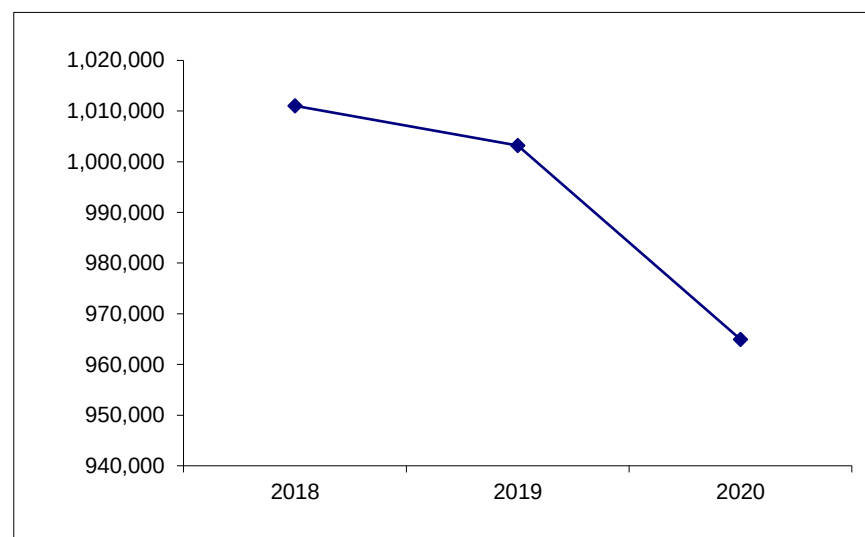
MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	448,826.92	438,576.84	399,612.04
FEBRUARY	526,653.98	460,352.65	468,705.27
MARCH	480,198.77	474,658.04	483,270.22
APRIL	439,274.73	428,432.85	436,206.32
MAY	447,828.03	382,951.79	389,900.05
JUNE	374,471.63	337,615.83	343,741.52
JULY	375,577.99	395,280.45	402,452.41
AUGUST	389,378.27	352,256.43	358,647.76
SEPTEMBER	361,434.20	369,474.99	376,178.73
OCTOBER	365,581.97	378,627.06	385,496.86
NOVEMBER	338,504.71	343,270.07	349,498.35
DECEMBER	364,095.86	357,874.87	364,368.14

TOTALS	4,911,827.06	4,719,371.87	4,758,077.68
		Current Budget	4,805,000.00
		Projected Amt Over (Under)	-46,922.32

**CABLE TV TAX**

MONTH	2018 Actual	2019 Actual	2020
JANUARY	0.00	23,697.48	16,892.00
FEBRUARY	255,933.94	230,959.41	219,716.41
MARCH	0.00	-3,949.58	0.00
APRIL	21,185.00	20,506.15	19,847.32
MAY	231,760.00	232,638.55	225,164.30
JUNE	0.00	0.00	0.00
JULY	20,461.45	19,025.90	18,414.63
AUGUST	232,277.05	231,423.76	223,988.54
SEPTEMBER	0.00	0.00	0.00
OCTOBER	19,657.00	0.00	0.00
NOVEMBER	229,769.92	248,930.35	240,932.67
DECEMBER	0.00	0.00	0.00

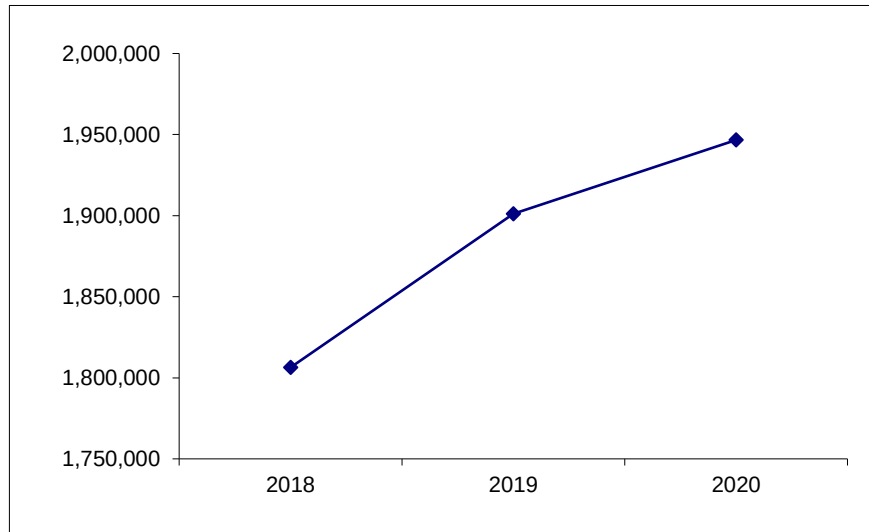
TOTALS	1,011,044.36	1,003,232.02	964,955.88
		Current Budget	971,000.00
		Projected Amt Over (Under)	-6,044.12



10 - LOCAL MOTOR FUEL TAX

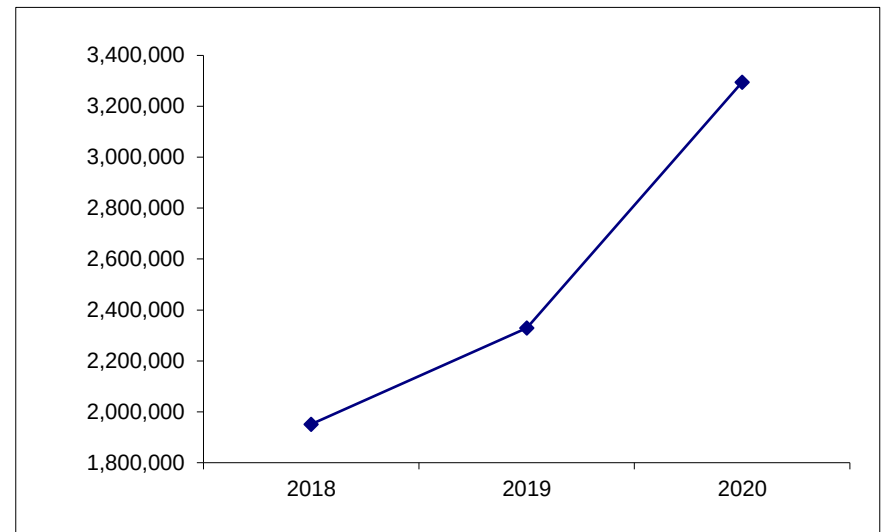
MONTH	2018 Actual	2019 Actual	2020	
JANUARY	149,553.75	159,147.06	153,946.96	A
FEBRUARY	137,640.35	152,188.41	156,623.41	B
MARCH	136,597.89	138,319.82	142,350.67	B
APRIL	150,285.42	151,298.12	155,707.17	B
MAY	148,104.17	157,917.70	162,519.66	B
JUNE	154,254.29	168,607.04	173,520.50	B
JULY	153,748.88	168,748.40	173,665.98	B
AUGUST	153,476.52	159,400.50	164,045.67	B
SEPTEMBER	159,427.41	172,356.13	177,378.85	B
OCTOBER	146,477.86	154,095.48	158,586.05	B
NOVEMBER	162,946.06	167,371.05	172,248.49	B
DECEMBER	153,884.42	151,637.75	156,056.70	B

TOTALS	1,806,397.02	1,901,087.46	1,946,650.12
		Current Budget	1,956,488.00
		Projected Amt Over (Under)	-9,837.88

**46 - STATE MOTOR FUEL TAX**

MONTH	2018 Actual	2019 Actual	2020	
JANUARY	168,202.81	165,334.41	334,151.36	A
FEBRUARY	172,208.28	165,152.12	226,057.36	B
MARCH	149,193.94	150,206.84	205,600.52	B
APRIL	147,896.35	143,644.07	196,617.51	B
MAY	174,263.56	168,492.75	230,629.95	B
JUNE	160,430.31	154,413.09	211,357.96	B
JULY	147,026.88	140,768.08	192,680.90	B
AUGUST	172,563.52	175,952.19	240,840.30	B
SEPTEMBER	166,400.46	253,135.80	346,487.89	B
OCTOBER	139,001.37	274,957.42	376,356.94	B
NOVEMBER	182,371.66	252,289.78	345,329.87	B
DECEMBER	171,702.76	284,087.42	388,853.93	B

TOTALS	1,951,261.90	2,328,433.97	3,294,964.49
		Current Budget	3,187,120.00
		Projected Amt Over (Under)	107,844.49

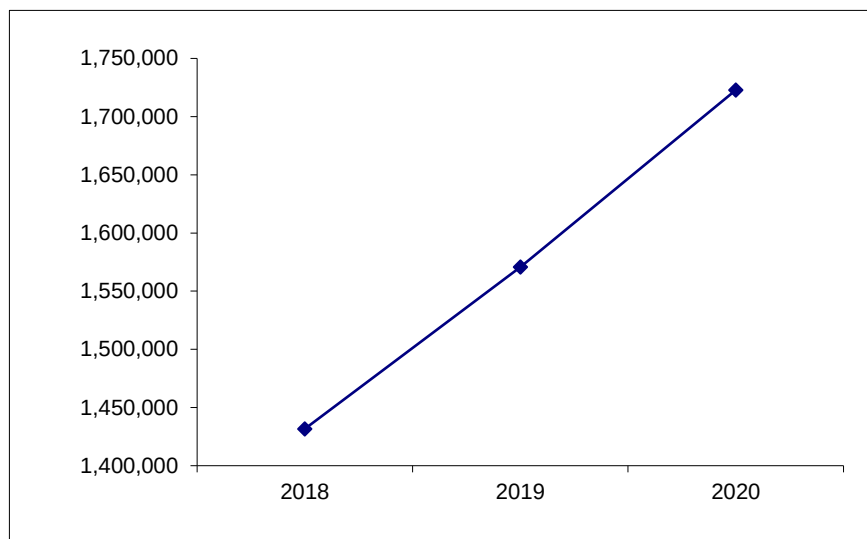


Projected Revenues

VIDEO GAMING TAX

MONTH	2018	2019	2020	
	Actual	Actual		
JANUARY	110,674.81	121,069.82	135,374.20	A
FEBRUARY	112,057.54	129,642.72	141,960.69	B
MARCH	106,182.77	116,228.18	127,271.57	B
APRIL	123,418.04	130,548.27	142,952.28	B
MAY	146,340.22	157,988.48	172,999.72	B
JUNE	123,295.17	135,512.70	148,388.41	B
JULY	120,942.14	135,376.29	148,239.04	B
AUGUST	116,396.36	122,730.26	134,391.45	B
SEPTEMBER	117,722.43	127,226.43	139,314.82	B
OCTOBER	121,370.11	129,578.06	141,889.89	B
NOVEMBER	113,870.50	127,002.06	139,069.13	B
DECEMBER	119,417.04	137,851.82	150,949.78	B

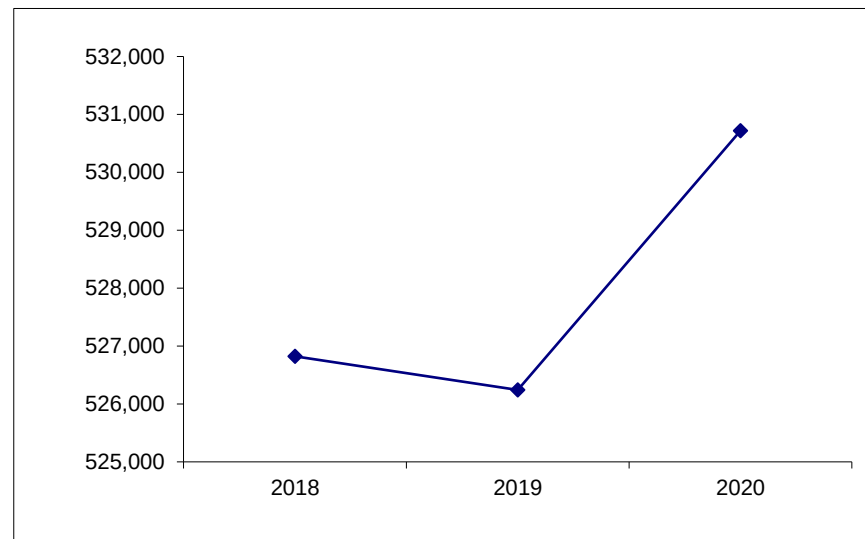
TOTALS	1,431,687.13	1,570,755.09	1,722,800.96
		Current Budget	1,720,000.00
		Projected Amt Over (Under)	2,800.96



LIQUOR LICENSES

MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	3,557.82	0.00	3,717.17
FEBRUARY	-1,242.18	200.00	200.29
MARCH	2,135.75	2,879.01	2,883.16
APRIL	19,600.00	14,200.00	14,220.45
MAY	248,925.00	291,950.00	292,370.54
JUNE	237,660.00	201,025.00	201,314.56
JULY	4,811.46	5,000.00	5,007.20
AUGUST	2,470.86	2,856.29	2,860.40
SEPTEMBER	200.00	5,931.68	5,940.22
OCTOBER	7,129.20	2,200.00	2,203.17
NOVEMBER	200.00	0.00	0.00
DECEMBER	1,374.90	0.00	0.00

TOTALS	526,822.81	526,241.98	530,717.17
		Current Budget	527,000.00
	Projected Amt Over (Under)		3,717.17

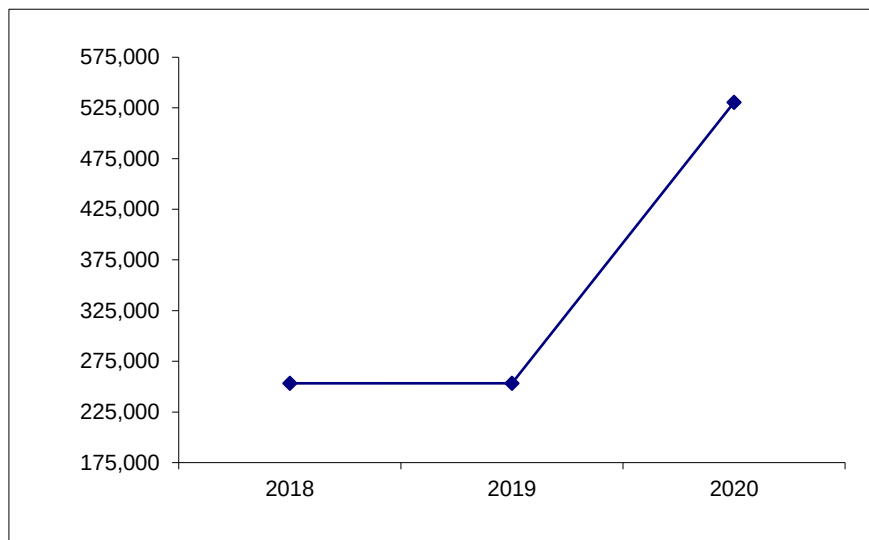


Projected Revenues

BUILDING PERMITS

MONTH	2018	2019	2020
	Actual	Actual	
JANUARY	14,620.20	5,682.20	27,996.70
FEBRUARY	18,038.60	20,701.00	42,009.28
MARCH	7,954.30	18,438.40	37,417.70
APRIL	23,408.65	23,076.00	46,828.95
MAY	9,785.80	19,706.30	39,990.70
JUNE	14,818.50	26,387.40	53,548.89
JULY	34,945.00	33,233.00	67,440.91
AUGUST	48,329.20	28,323.90	57,478.70
SEPTEMBER	24,195.00	32,655.20	66,268.36
OCTOBER	16,196.10	16,181.35	32,837.39
NOVEMBER	30,409.97	16,721.70	33,933.94
DECEMBER	10,605.60	12,178.40	24,714.06

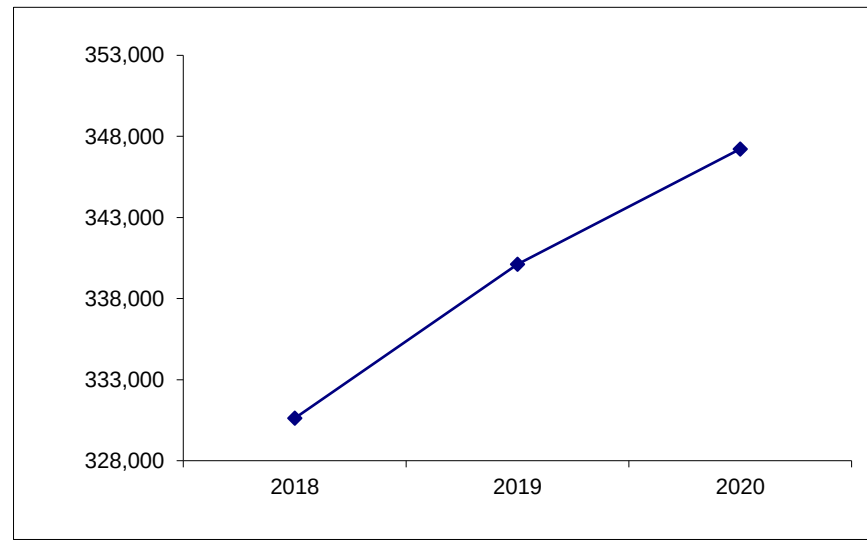
TOTALS	253,306.92	253,284.85	530,465.61
		Current Budget	514,000.00
		Projected Amt Over (Under)	16,465.61



ILLEGAL USE OF VEHICLE

MONTH	2018 Actual	2019 Actual	2020
JANUARY	25,185.00	27,000.00	27,770.00
FEBRUARY	22,135.00	22,575.00	23,031.65
MARCH	29,625.00	38,610.00	39,391.01
APRIL	21,770.00	28,085.00	28,653.11
MAY	30,500.00	30,830.00	31,453.63
JUNE	23,700.00	29,000.00	29,586.62
JULY	29,500.02	24,500.00	24,995.59
AUGUST	33,750.00	26,300.00	26,832.00
SEPTEMBER	26,765.00	23,900.00	24,383.45
OCTOBER	30,000.00	44,320.00	45,216.51
NOVEMBER	28,910.00	21,750.00	22,189.96
DECEMBER	28,775.00	23,250.00	23,720.30

TOTALS	330,615.02	340,120.00	347,223.84
		Current Budget	347,000.00
	Projected Amt Over (Under)		223.84



Projected Revenues

PARKING

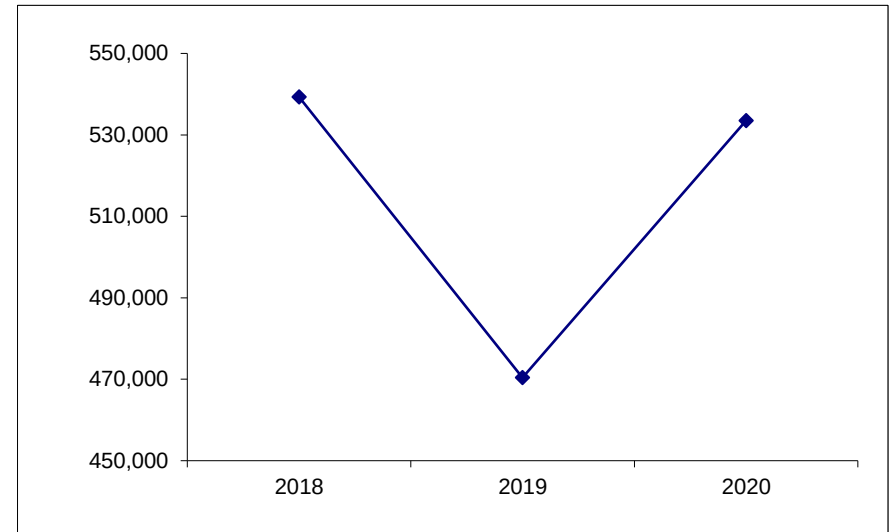
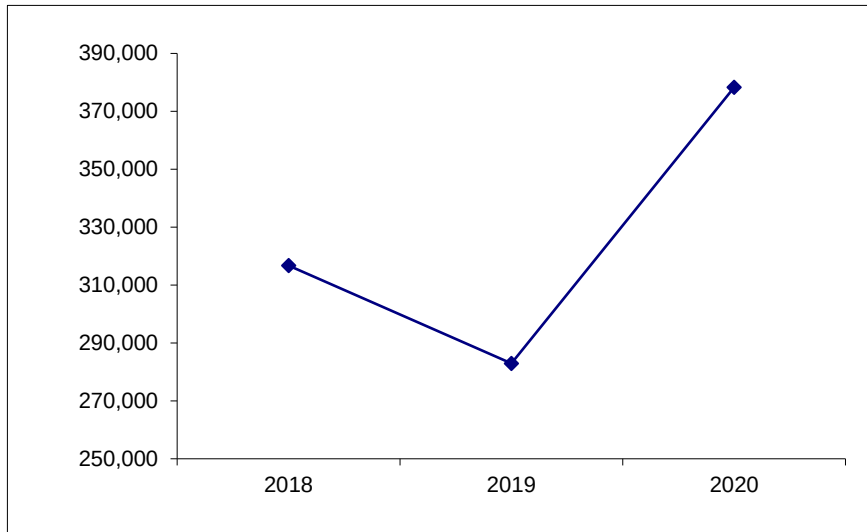
MONTH	2018 Actual	2019 Actual	2020	
JANUARY	25,619.67	22,100.52	20,568.04	A
FEBRUARY	23,129.88	36,218.34	49,665.44	B
MARCH	26,877.78	24,445.60	33,521.73	B
APRIL	23,927.45	22,961.08	31,486.04	B
MAY	25,863.39	21,383.85	29,323.22	B
JUNE	26,511.27	19,655.23	26,952.80	B
JULY	24,812.73	17,112.90	23,466.55	B
AUGUST	43,872.98	15,433.81	21,164.05	B
SEPTEMBER	28,082.95	49,619.31	68,041.90	B
OCTOBER	23,231.48	19,012.76	26,071.79	B
NOVEMBER	22,420.50	14,374.26	19,711.12	B
DECEMBER	22,432.56	20,629.94	28,289.40	B

TOTALS	316,782.64	282,947.60	378,262.07
		Current Budget	388,000.00
		Projected Amt Over (Under)	-9,737.93

70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2018 Actual	2019 Actual	2020	
JANUARY	45,559.71	45,046.44	46,954.06	
FEBRUARY	43,625.01	32,929.29	37,667.75	
MARCH	48,998.55	46,096.19	52,729.34	
APRIL	42,816.48	38,771.73	44,350.91	
MAY	47,228.27	44,000.59	50,332.19	
JUNE	46,871.57	46,396.46	53,072.82	
JULY	49,084.46	35,804.71	40,956.94	
AUGUST	42,846.16	42,181.48	48,251.31	
SEPTEMBER	36,585.25	30,246.82	34,599.28	
OCTOBER	46,566.68	40,495.88	46,323.16	
NOVEMBER	47,131.72	38,620.64	44,178.07	
DECEMBER	41,983.35	29,802.22	34,090.70	

TOTALS	539,297.21	470,392.45	533,506.53
		Current Budget	538,081.00
		Projected Amt Over (Under)	-4,574.47

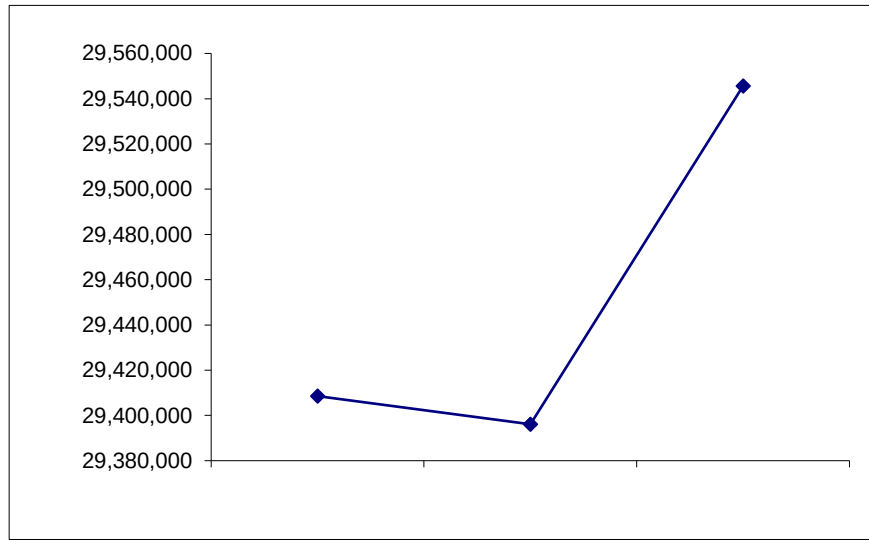


Projected Revenues

80-WATER SALES

MONTH	2018	2019	2020	
	Actual	Actual		
JANUARY	2,293,291.51	2,351,451.94	2,414,570.62	A
FEBRUARY	2,442,137.29	2,242,273.32	2,249,434.69	B
MARCH	2,261,077.95	2,222,173.29	2,229,270.47	B
APRIL	2,266,796.70	2,394,053.83	2,401,699.96	B
MAY	2,369,942.81	2,355,839.83	2,363,363.91	B
JUNE	2,419,949.18	2,366,560.96	2,374,119.28	B
JULY	2,728,893.44	2,664,736.42	2,673,247.06	B
AUGUST	2,713,394.06	2,726,050.06	2,734,756.52	B
SEPTEMBER	2,537,524.98	2,696,817.45	2,705,430.55	B
OCTOBER	2,694,323.29	2,672,361.18	2,680,896.17	B
NOVEMBER	2,309,920.81	2,267,038.41	2,274,278.88	B
DECEMBER	2,371,261.26	2,436,757.98	2,444,540.50	B

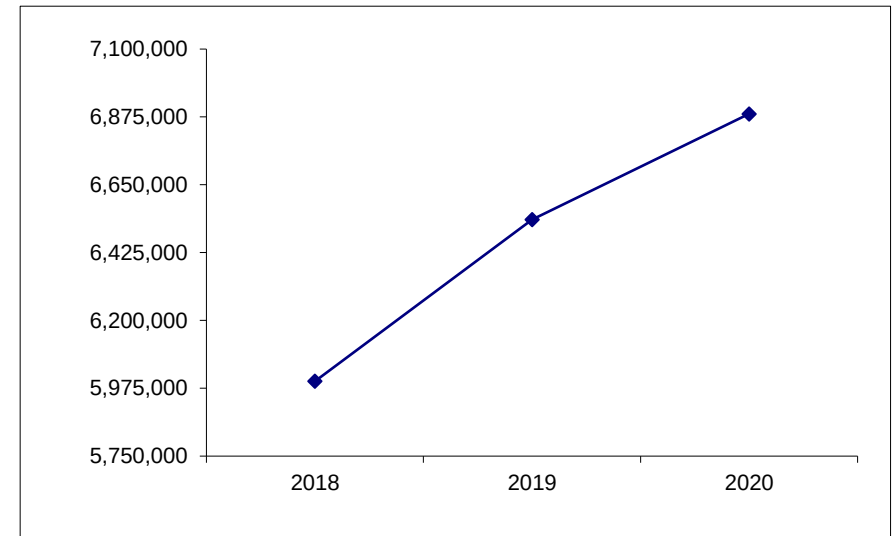
TOTALS	29,408,513.28	29,396,114.67	29,545,608.61
		Current Budget	29,490,000.00
	Projected Amt Over (Under)		55,608.61



79-SEWER USER FEE

MONTH	2018	2019	2020	
	Actual	Actual		
JANUARY	415,444.15	536,929.35	573,125.57	A
FEBRUARY	442,619.44	528,670.89	556,430.79	B
MARCH	478,868.69	514,248.22	541,250.81	B
APRIL	466,503.07	484,357.08	509,790.12	B
MAY	470,323.66	522,758.72	550,208.18	B
JUNE	473,070.74	480,711.53	505,953.14	B
JULY	573,124.51	586,273.31	617,057.85	B
AUGUST	605,402.59	589,053.26	619,983.77	B
SEPTEMBER	523,184.44	587,880.58	618,749.52	B
OCTOBER	551,480.24	605,410.18	637,199.58	B
NOVEMBER	491,779.35	529,941.64	557,768.27	B
DECEMBER	506,416.61	567,824.26	597,640.06	B

TOTALS	5,998,217.49	6,534,059.02	6,885,157.67
		Current Budget	6,877,155.00
		Projected Amt Over (Under)	8,002.67

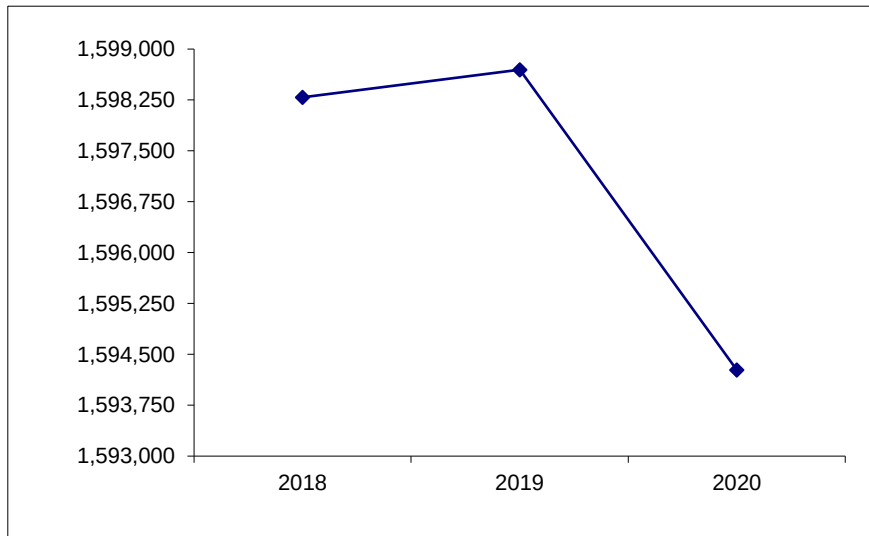


Projected Revenues

78-STORM WATER FEE

MONTH	2018 Actual	2019 Actual	2020	
JANUARY	130,857.73	128,336.24	126,803.53	A
FEBRUARY	115,722.81	115,551.12	115,323.86	B
MARCH	119,204.08	121,497.63	121,258.68	B
APRIL	178,640.07	180,885.60	180,529.85	B
MAY	143,262.25	146,945.78	146,656.78	B
JUNE	116,699.68	110,937.68	110,719.50	B
JULY	125,217.69	128,040.18	127,788.36	B
AUGUST	126,195.38	120,877.20	120,639.47	B
SEPTEMBER	104,206.95	111,254.53	111,035.72	B
OCTOBER	186,458.32	173,107.53	172,767.07	B
NOVEMBER	134,557.14	133,818.93	133,555.74	B
DECEMBER	117,265.90	127,443.79	127,193.14	B

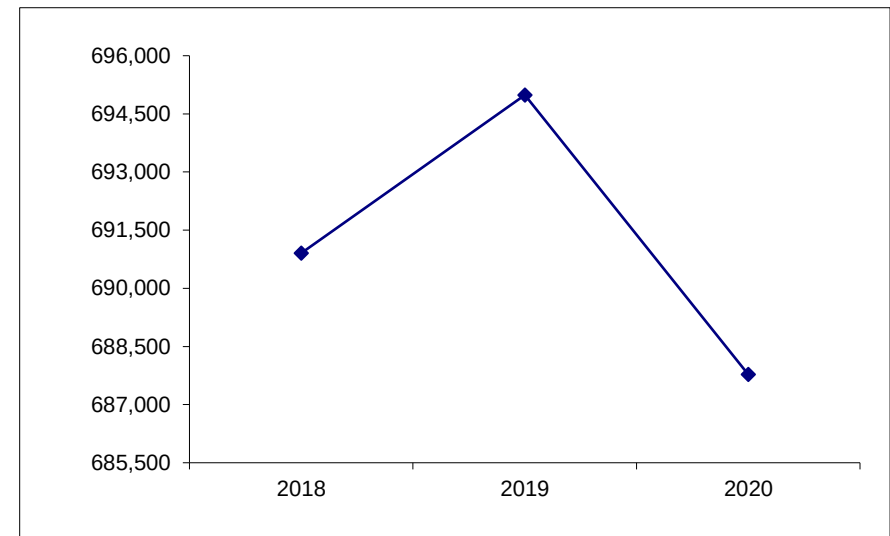
TOTALS	1,598,288.00	1,598,696.21	1,594,271.69	
		Current Budget	1,595,552.00	
		Projected Amt Over (Under)	-1,280.31	



88-RECYCLING FEES

MONTH	2018 Actual	2019 Actual	2020	
JANUARY	63,834.61	64,222.17	59,906.09	A
FEBRUARY	53,318.46	54,592.12	54,341.85	B
MARCH	59,585.33	57,077.42	56,815.76	B
APRIL	58,097.70	58,071.44	57,805.22	B
MAY	61,352.11	62,593.43	62,306.48	B
JUNE	55,252.91	51,718.30	51,481.20	B
JULY	57,379.32	61,473.86	61,192.04	B
AUGUST	64,706.87	56,684.01	56,424.15	B
SEPTEMBER	47,989.41	57,404.79	57,141.62	B
OCTOBER	61,664.86	59,210.00	58,938.56	B
NOVEMBER	56,683.15	52,679.15	52,437.65	B
DECEMBER	51,046.09	59,259.39	58,987.72	B

TOTALS	690,910.82	694,986.08	687,778.34	
		Current Budget	691,800.00	
		Projected Amt Over (Under)	-4,021.66	



Public Works

DATE: 2/6/2020

MEMO: 2020-35

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Co., Inc. for 2020 Annual Water Main Replacement Project, Hillcrest Subdivision, City Project 2020-10.

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2020 Annual Water Main Replacement Project, Hillcrest Subdivision, City Project 2020-10, to Burdick Plumbing & Heating Co., Inc. as the lowest responsive and responsible bidder in the amount of \$2,699,720, and that the Mayor be authorized to execute the contract, and the City Clerk attest. The contract documents excluding standard conditions and normal provisions are attached.

BACKGROUND:

Project Description

The 2020 Annual Water Main Replacement Project is focused in the Hillcrest Neighborhood area on the west side of the City. Water mains identified in need of replacement are prioritized by staff according to water main breaks and other maintenance needs. The water main will also be increased in diameter from 6" to 8" to meet current Illinois EPA and fire flowrate standards. The project includes the installation of new water mains, fire hydrants, valves, services and associated sitework in the Hillcrest neighborhood South of US Rt 36, East of Moffet Ave, North of West Main St, and West of Moffet Ln Fairview Ave (see the attached map).

The project also includes an alternate to connect the dead-end system on Moffet Ln on the north side of Rt 36 and the Norfolk Southern Railroad. The connection will increase water pressure north of the highway, provide system redundancy and improve water quality.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, January 8, 2020, and bids were opened on Wednesday, February 5, 2020. The results from the letting are as follows:

	Burdick Plumbing and Heating Co., Inc.	Darad Inc.	Banks Excavating, Inc.	Engineer's Estimate
Base Bid Price	\$2,399,420.00	\$2,507,543.89	\$3,136,307.00	\$2,584,580.00
Alternate A Bid Price	\$300,300.00	\$232,813.02	\$293,145.00	\$222,640.00
Base Bid + Alternate A Bid	\$2,699,720.00	\$2,740,356.91	\$3,429,452.00	\$2,807,490.00
Compared to Engineer's Estimate Over/-Under	(-3.84%)	(-2.39%)	22.15%	----

Seven contractors took out bid packages and three contractors submitted a bid proposal for the project. Burdick Plumbing & Heating Co., Inc. provided the lowest responsive and responsible bid at 3.84% below the Engineer's Estimate. The bid received is reasonable for the required work and comparable to previous year's bids.

Burdick has successfully completed several projects for the City. Staff recommends that the City Council approve a contract with Burdick Plumbing & Heating Co., Inc. to perform the 2020 Annual Water Main Replacement Project.

MINORITY PARTICIPATION GOALS:

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

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

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

workers.

Burdick has provided documentation demonstrating that they will meet the City's 10% MBE subcontractor goal.

PRIOR COUNCIL ACTION:

The 2020 Capital Improvements Plan included an allocation of funds for this project. The water main replacement project is an annual project issued by the City, and conforms to the multi-year plans approved in 2019.

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

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. **LEGAL REVIEW:** The project plans and specifications were reviewed by Legal Counsel on December 27, 2019.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Water Non-Lake Capital Fund which is supported by water fees. The total project cost is \$2,699,720.

Staff Impact: Staff has allocated time to manage this project.

SCHEDULE:

Work on this project is expected to begin in March and is to be completed in December 2020.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Co., Inc. for 2020 Annual Water Main Replacement Project, Hillcrest Subdivision, City Project 2020-10	Resolution Letter
Council Bid Tab	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH BURDICK PLUMBING AND HEATING CO., INC. FOR
2020 ANNUAL WATER MAIN REPLACEMENT PROJECT, HILLCREST
SUBDIVISION
CITY PROJECT 2020-10**

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

Section 1. That the tabulation of bids received for City Project 2020-10, 2020 Annual Water Main Replacement Project, Hillcrest Subdivision, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Burdick Plumbing and Heating Co., Inc. in the amount of \$2,699,720.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Burdick Plumbing and Heating Co., Inc. attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$2,699,720.00

PRESENTED and ADOPTED this 24th day of February 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2020 ANNUAL WATER MAIN REPLACEMENT PROJECT HILLCREST SUBDIVISION

CITY PROJECT 2020-10

JANUARY 2020

A project of the



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

FOR BIDDING

CITY OF DECATUR
2020 ANNUAL WATER MAIN REPLACEMENT PROJECT
HILLCREST SUBDIVISION

Julie Moore Wolfe
Mayor

Pat McDaniel
David Horn
Lisa Gregory

Chuck Kuhle
Rodney Walker
Bill Faber

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

CITY OF DECATUR
2020 ANNUAL WATER MAIN REPLACEMENT PROJECT
HILLCREST SUBDIVISION
CITY PROJECT 2020-10

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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 of Decatur Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 AM, February 5, 2020**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2020 ANNUAL WATER MAIN REPLACEMENT PROJECT HILLCREST SUBDIVISION CITY PROJECT 2020-10

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

Installing water main and associated appurtenances in Hillcrest Subdivision to include 7,900 feet of 8" Water Main, and 1,100' of 6" Water Main.

The work also includes erosion control, items of pavement and landscape restoration, and traffic control.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON WEDNESDAY, JANUARY 22, 2020, AT 10:00 A.M. IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

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

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

ADVERTISEMENT FOR BIDS

5. The City of Decatur hereinafter referred to as “City” or “Owner”, will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturl.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturbblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:
 - (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,
 - (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

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

REJECTION OF BIDS:

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

January 8, 2020
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2020 Annual Water Main Replacement Project
Hillcrest Subdivision**

City Project No.: **2020-10**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least 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 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 form may be completed and submitted as the Contractor's bid.

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

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

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

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

BID PROPOSAL

RETURN WITH BID

For Construction of: **2020 Annual Water Main Replacement Project
Hillcrest Subdivision**

City Project No.: **2020-10**

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	Jan 24, 2020	JB

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.	MARINO ENT	TRUCKING
2.	Dunn Co	Asphalt
3.	Kinney Contractors	Concrete / Saw Cuts
4.	BODINE Electric	Directional Boring
5.	Rainey Nursery	Final Grading / Seeding
6.	N + W Horizontal Drilling	JACK & BORE

DATE Feb 5, 2020

(If an Individual)
Signature of Bidder

(SEAL)

N/A

Tax ID #:

Business & E-mail
Address

(If a Co-Partnership)
Firm Name

(SEAL)

N/A

By:

Business & E-mail
Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

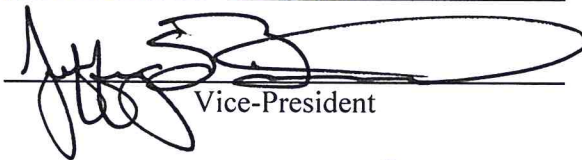
(SEAL)

Burdick Plumbing & Heating Co. Inc

1175 N 80th Decatur IL 62521

By:

Business & E-mail
Addresses


Vice-President

jeff@burdickplumbing.com

Names of Officers

Douglas W. Burdick
President

Rhonda J. Meyer
Secretary

N/A

Treasurer

Attest:

Rhonda J. Meyer
Secretary

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

**for
2020 ANNUAL WATER MAIN REPLACEMENT PROJECT
CITY PROJECT 2020-10**

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	6 INCH POLYWRAPPED D.I.P. WATER MAIN	Feet	1,100	\$ 28 ⁰⁰	\$30,800 ⁰⁰
2	8 INCH POLYWRAPPED D.I.P. WATER MAIN	Feet	7,400	\$ 32 ⁰⁰	\$236,800 ⁰⁰
3	12 INCH X 8" INCH TAPPING SLEEVE & VALVE, MJ	Ea	4	\$7,000 ⁰⁰	\$28,000 ⁰⁰
4	8 INCH VALVE, MJ WITH VALVE BOX	Ea	12	\$3,500 ⁰⁰	\$42,000 ⁰⁰
5	8 INCH 45 DEGREE BENDS, MJ	Ea	8	\$500 ⁰⁰	\$4,000 ⁰⁰
6	8 INCH 22.5 DEGREE BENDS, MJ	Ea	8	\$500 ⁰⁰	\$4,000 ⁰⁰
7	8 INCH 11.25 DEGREE BENDS, MJ	Ea	2	\$500 ⁰⁰	\$1,000 ⁰⁰
8	8 INCH X 8 INCH TEE, MJ	Ea	9	\$1,000 ⁰⁰	\$9,000 ⁰⁰
9	8 INCH X 8 INCH CROSS, MJ	Ea	1	\$1,200 ⁰⁰	\$1,200 ⁰⁰
10	8 INCH GRIP RING ACCESSORY KITS	Ea	124	\$250 ⁰⁰	\$31,000 ⁰⁰
11	8 INCH FIELD LOCK GASKETS	Ea	100	\$175 ⁰⁰	\$17,500 ⁰⁰
12	8 INCH SLEEVES, MJ	Ea	10	\$500 ⁰⁰	\$5,000 ⁰⁰
13	8 INCH X 6 INCH TEE, MJ	Ea	22	\$900 ⁰⁰	\$19,800 ⁰⁰
14	8 INCH X 6 INCH REDUCER, MJ	Ea	4	\$500 ⁰⁰	\$2,000 ⁰⁰
15	8 INCH CAP/PLUG, MJ	Ea	4	\$400 ⁰⁰	\$1,600 ⁰⁰
16	6 INCH VALVE, MJ WITH VALVE BOX	Ea	25	\$2,500 ⁰⁰	\$62,500 ⁰⁰
17	6 INCH 45 DEGREE BENDS, MJ	Ea	8	\$450 ⁰⁰	\$3,600 ⁰⁰
18	6 INCH 22.5 DEGREE BENDS, MJ	Ea	8	\$450 ⁰⁰	\$3,600 ⁰⁰
19	6 INCH GRIP RING ACCESSORY KITS	Ea	110	\$175 ⁰⁰	\$19,250 ⁰⁰
20	6 INCH FIELD LOCK GASKETS	Ea	12	\$100 ⁰⁰	\$1,200 ⁰⁰
21	6 INCH SLEEVE, MJ	Ea	4	\$400 ⁰⁰	\$1,600 ⁰⁰
22	6 INCH ANCHOR COUPLING	Ea	21	\$500 ⁰⁰	\$10,500 ⁰⁰

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
23	6 INCH OFFSET NIPPLE	Ea	7	\$500	\$3,500 "
24	FIRE HYDRANT, 4.5' BURY	Ea	22	\$3,500	\$77,000 "
25	1 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, TYPE II	Ea	78	\$1,800 "	\$140,400 "
26	1 INCH X 50 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED. TYPE II	Ea	76	\$2,900 "	\$220,400 "
27	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	Ea	18	\$1,200 "	\$21,600 "
28	ABANDON EXISTING VALVE (REMOVE VALVE BOX)	Ea	14	\$1,000 "	\$14,000 "
29	CUT AND PLUG EXISTING VALVE	Ea	4	\$3,000 "	\$12,000 "
30	TRENCH BACKFILL	Tons	9,000	\$33 "	\$297,000
31	PAVEMENT SAW CUTS	Feet	12,000	\$3 "	\$36,000 "
32	5 INCH SIDEWALK REMOVAL	Sq Ft	2,500	\$4 "	\$10,000 "
33	5 INCH PORTLAND CEMENT CONCRETE SIDEWALK REPLACEMENT	Sq Ft	2,500	\$12.50	\$31,250 "
34	REMOVE AND REPLACE EXISTING CURB & GUTTER	Feet	100	\$70 "	\$7,000 "
35	CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL)	Cu Yds	40	\$115 "	\$4,600 "
36	DETECTABLE WARNING PADS	Sq Ft	20	\$45 "	\$900 "
37	TEMPORARY PATCHES, 3 INCH	Sq Yds	500	\$80 "	\$40,000 "
38	CLASS D PATCHES, 5 INCH PAVEMENT	Sq Yds	4,000	\$89 "	\$356,000 "
39	CLASS B PATCHES, 8 INCH PAVEMENT	Sq Yds	60	\$153 "	\$9,180 "
40	CLASS B PATCHES, 6 INCH DRIVEWAYS	Sq Yds	1,000	\$110 "	\$110,000 "
41	CLASS D PATCHES, 3 INCH DRIVEWAYS	Sq Yds	1,000	\$87 "	\$87,000 "
42	1" DOWEL BARS	Each	60	\$24 "	\$1,440 "
43	AGGREGATE DRIVEWAY REPLACEMENT, 8 INCH	Tons	700	\$38 "	\$26,600 "
44	TEMPORARY EROSION CONTROL, SEEDING	LB	100	\$10 "	\$1,000 "
45	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	Feet	500	\$5 "	\$2,500 "
46	GRADING & SHAPING DITCHES	Feet	10,000	\$7 "	\$70,000 "
47	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	LB	120	\$105 "	\$12,600 "
48	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	LB	100	\$8 "	\$800 "
49	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	LB	100	\$8 "	\$800 "
50	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	LB	100	\$8 "	\$800 "
51	MULCH, METHOD 2 (2 Tons/acre)	Tons	1.5	\$1,400 "	\$2,100 "

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
52	EXPLORATION EXCAVATIONS	Ea	50	\$ 600 "	\$30,000 "
53	12 INCH CASINGS	Ft	100	\$ 160 "	\$16,000 "
54	REPACE STORM SEWER WITH PRESSURE RATED PIPE	Ft	80	\$ 100 "	\$8,000 "
55	REMOVE & REPLACE GUARD RAIL	Lump Sum	1	\$3,000 "	\$3,000 "
56	TREE & BRUSH REMOVAL	Lump Sum	1	\$2,500 "	\$2,500 "
57	TRAFFIC CONTROL	Lump Sum	1	\$27,500 "	\$27,500 "
58	MOBILIZATION	Lump Sum	1	\$80,000 "	\$80,000 "
59	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	Lump Sum	1	\$100,000	\$100,000
TOTAL BASE BID					<u>\$2,399,420⁰⁰</u>

ALTERNATE A					
<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	6 INCH POLYWRAPPED D.I.P. WATER MAIN	Feet	20	\$ 70 "	\$1,400 "
2	8 INCH POLYWRAPPED D.I.P. WATER MAIN	Feet	100	\$ 75 "	\$7,500 "
3	8 INCH TR FLEX D.I.P. WATER MAIN IN STEEL CASING PIPE	Feet	400	\$ 100 "	\$40,000 "
4	16 INCH STEEL CASING PIPE BORED & JACKED	Feet	380	\$ 600 "	\$228,000 "
5	8 INCH 45 DEGREE BENDS, MJ	Ea	6	\$ 750 "	\$4,500 "
6	8 INCH GRIP RING ACCESSORY KITS	Ea	20	\$ 250 "	\$5,000 "
7	8 INCH FIELD LOCK GASKETS	Ea	4	\$ 175 "	\$700 "
8	8 INCH SLEEVES, MJ	Ea	2	\$ 500 "	\$1,000 "
9	8 INCH X 6 INCH REDUCER, MJ	Ea	1	\$1,000 "	\$1,000 "
10	6 INCH GRIP RING ACCESSORY KITS	Ea	4	\$ 200 "	\$800 "
11	6 INCH SLEEVE, MJ	Ea	1	\$ 400 "	\$400 "
12	ALLOWANCE FOR RAILROAD EXPENSES	L SUM	1	\$10,000	\$10,000
TOTAL ALTERNATE A					<u>\$300,300 "</u>

TOTAL BASE BID + ALTERNATE A \$2,699,720⁰⁰



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	Feb 5, 2020	Project Title:	2020 Water Main Replacement Hillcrest Subdiv
Total Contract Value:		Project Number:	2020-10

Section I: Prime Contractor Information

Prime Contractor: Burdick Plumbing & Heating Co Inc
 Address: 1175 N. 20th P.O. Box 496
Decatur IL 62525
 Phone: 217-429-2385
 Contact Person: Jared Burdick
 Email: jared@burdickplumbing.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
MARCO ENT	MBE	\$300,000	12%	Trucking
Dunn Co	Non	\$390,000	16%	Asphalt
Kinney Contractors	Non	\$140,000	6%	Concrete/SAW CUTS
BODINE ELECTRIC	Non	\$50,000	2%	DIRECTIONAL BORING
RAINIER NURSERY	Non	\$15,000	.5%	FINAL GRADING / SEEDING
N+W Horizontal Drilling	Non	\$170,000	7%	Jack & Bore
Totals				

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

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

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

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

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

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

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Maplewood East	Phone	Bidding

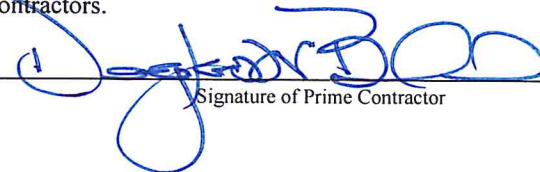
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

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

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

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



 Signature of Prime Contractor

Feb 5, 2020

 Date



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	Feb 5, 2020	Project Title:	2020 WATER MAIN REPLACEMENT Hillcrest Sub Division
Total Contract Value:		Project Number:	2020-10

Section I: MBE Subcontractor Information

Subcontractor: Burdick Plumbing & Heating Co. Inc

Address: 1175 N. 20th St P.O. Box 496
Decatur, IL 62525

Phone: 217-429-2385

Contact Person: Jared Burdick

Email: jared@burdickplumbing.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	\$300,000	12%

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

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

Prime Contractor Signature	Print
	Douglas W. Burdick
Title	Date
President	Feb 5, 2020

Subcontractor Signature	Print
	MIRNA Willoughby
Title	Date
President	2/5/2020



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

Final Subcontractor Participation Documentation

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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.				

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

☐	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☐	Other – (State reason and attach explanation)

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

Signature of Prime Contractor	Date
---	--

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois)
) ss
COUNTY OF MAcon)

Douglas W. Burdick, being first duly sworn, deposes and says that they are PRESIDENT (sole owner, partner, president, secretary, etc.) of Burdick Plumbing & Heating Co Inc, 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:

Douglas W. Burdick
Title PRESIDENT

Subscribed and sworn to before me this 5th day of FEBRUARY, 2020.

Official Seal
(SEAL) Rhonda J. Moyer
Notary Public, State of Illinois
My Commission Expires June 23, 2021

Rhonda J. Moyer
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.



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Burdick Plumbing & Heating Co. Inc.
P O Box 496
Decatur IL 62525

Surety:

(Name, Legal Status and Principal Place of Business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford CT 06183-6014

Owner:

(Name, Legal Status and Address)

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

Bond Amount: Ten percent of bid

Project:

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

City of Decatur
2020 Annual Water Main Replacement Project
Hillcrest Subdivision
City Project No.: 2020-10

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give 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 waived 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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The 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.

Signed and sealed this 5th day of February, 2020

Phonda J. Meyer
(Witness)

Catherine R. Ater
(Witness)

Burdick Plumbing & Heating Co. Inc.
(Contractor as Principal) (Seal)

[Signature]
(Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

[Signature]
(Title) Blake E. Allison Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 5th day of February, 2020 before me, Catherine L Ater, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Blake E Allison**

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 the 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.

Catherine L Ater
(Notary Public)





**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 **Blake E. Allison**, of Forsyth, Illinois, their true and lawful Attorney-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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

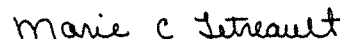

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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

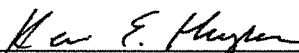
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 5th

day of February, 2020




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-in-Fact and the details of the bond to which the power is attached.**

CONTRACT

THIS CONTRACT, made and entered into this 24th day of February, 2020, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Burdick Plumbing and Heating Co., Inc. hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2020 ANNUAL WATER MAIN REPLACEMENT PROJECT, HILLCREST SUBDIVISION, CITY PROJECT 2020-10"**, 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 December 18, 2020.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda No. 1 1/24/2020

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

CONTRACT

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

BURDICK PLUMBING AND HEATING CO., INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2020 ANNUAL WATER MAIN REPLACEMENT PROJECT

Project Number 2020-10

We, Burdick Plumbing and Heating Co., Inc.

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

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

Two Million, Six Hundred Ninety-Nine Thousand Seven Hundred Twenty Dollars and 00/100-----

_____ Dollars (\$2,699,720.00), 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. 2020

PRINCIPAL

Burdick Plumbing and Heating Co., Inc.
(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(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

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

(Name of Surety)

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 24th day of February, A.D. 2020

Attest:

City Council

Kim L. Althoff, City Clerk

City of Decatur, Illinois

City Clerk

Julie Moore Wolfe, Mayor

2020 Annual Water Main Replacement Project – Hillcrest Subdivision
City Project 2020-10
January 24, 2020

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2020 ANNUAL WATER MAIN REPLACEMENT PROJECT
HILLCREST SUBDIVISION
CITY PROJECT 2020-10
DATED JANUARY 2020**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated January 24, 2020, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on January 22, 2020

AD-1-3 APPENDIX D

- 3.01 Add Appendix D - Geotechnical Exploration Report – SKS Engineers

Please make the proper acknowledgment of **addenda #1** on page **15** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:  Date: 1/24/2020

Pre-bid Meeting Minutes
for

**2020 ANNUAL WATER MAIN REPLACEMENT PROJECT
CITY PROJECT 2020-10**

Public Works Conference Room
10:00 a.m., Wednesday, January 22, 2020

I. Introduction

II. Project Review

Installing water main and associated appurtenances in Hillcrest Subdivision to include 7,900 feet of 8" Water Main, and 1,100' of 6" Water Main.

The work also includes erosion control, items of pavement and landscape restoration, and traffic control

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

A. Policy

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

1. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.
2. The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. Discuss options to assist in "actively and aggressively" seeking this participation.

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

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

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

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

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

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

IV. Other Items

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

1. GC-27 Use of Fire Hydrants
need to use a hydrant meter for any water used other than the first water main flush.
2. SP-2 Completion Date
A 90 day internal milestone for the completion of a block to block area 90 days after starting the block. Completion shall include all final restoration, seeding and pavement.
3. SP-3 Schedule of Work
Need to provide and adhere to a schedule, weekly schedule updates should be provided. Also highlighted the internal completion date to complete the work on Taylor.
4. Bore and Jack Alternate

END 10:15

Pre-Bid Sign-In Sheet

2020 Annual Water Main Replacement Project, Hillcrest Subdivision

2020-10

January 22nd, 2020 10:00 a.m. Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) Alex Truelove	Durad inc.	217-251-4013	
Email: dan.Truelove@icloud.com		217-251-4371	C
2) JARED BURDICK	BURDICK PLUMBING	217-855-0322	P
Email: JAREDBURDICKPLUMBING.COM		217-429-2385	C
3) GARY BURDINE	Kinney Contractors	217- 825 ²²⁹ -3322	(P)
Email: Kinney@roadbuilder.net		217-679-2679	C
4) Jeff Entler	Entler Excavating	217-521-3071	P
Email: entler@comcast.net			(C)
5) Daniel Barts	J.L Sullivan Services	217-519-3122	P
Email: Barts Excavating @GMail.com			C
6) DAN LUKE (LUKE EXCAVATING)	Luka	217-519-1230	P
Email: DLUKE@LUKEEXCAVATING.COM			C
7) Shari Jewell	City	217-454-6711	P
Email:			C
8) Andrew Whiteland	City	217-825-5225	P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

Appendix D

GEOTECHNICAL EXPLORATION AND FOUNDATION RECOMMENDATIONS

NEW WATERLINE UNDER BNSF RAILROAD
MOFFET LANE & ILLINOIS ROUTE 36

CITY OF DECATUR

DECATUR, MACON COUNTY, ILLINOIS

SIS
ENGINEERS, LLC
CONSULTING ENGINEERS

AUGUST 2019

Project Name: 2020 Annual Water Main Replacement Project Hillcrest Subdivision Project Number: 2020-10 Bid Date: 02/05/2020 Time: 10:00 a.m. Fund: Public Works Water Capital Organization Code: 81808118 Object Code: 488800										Engineer's Estimate City Engineering Division		Burdick Plumbing & Heating 1175 N 20th Po Box 496 Decatur, IL 62525 Ph: 217-429-2385 ibared@burdickplumbing.com		Dared Inc. 209 NW 8th St. Casey, IL 62420 Ph: 217-932-5829 trueloved@fairpoint.net		Banks Excavating Inc. 101 S. Main St. Suite 800 Decatur, IL 62523 Ph: 217-519-3122 banksexcavating@gmail.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	6 INCH POLYWRAPPED D.I.P. WATER MAIN	1,100	Feet	42.00	\$46,200.00	\$28.00	\$30,800.00	\$53.99	\$59,389.00	\$48.30	\$53,130.00						
2	8 INCH POLYWRAPPED D.I.P. WATER MAIN	7,400	Feet	48.00	\$355,200.00	\$32.00	\$238,400.00	\$64.20	\$475,080.00	\$55.08	\$407,592.00						
3	12 INCH X 8 INCH TAPPING SLEEVE & VALVE, MJ	4	Ea	10,000.00	\$40,000.00	\$7,000.00	\$28,000.00	\$4,314.74	\$17,258.96	\$8,144.00	\$32,560.00						
4	8 INCH VALVE, MJ WITH VALVE BOX	12	Ea	3,500.00	\$42,000.00	\$3,500.00	\$42,000.00	\$1,612.00	\$19,344.00	\$3,250.00	\$39,000.00						
5	8 INCH 45 DEGREE BENDS, MJ	8	Ea	5,000.00	\$40,000.00	\$5,000.00	\$40,000.00	\$669.52	\$5,356.16	\$485.00	\$3,880.00						
6	8 INCH 22.5 DEGREE BENDS, MJ	8	Ea	5,000.00	\$40,000.00	\$5,000.00	\$40,000.00	\$668.42	\$5,347.36	\$485.00	\$3,880.00						
7	8 INCH 11.25 DEGREE BENDS, MJ	2	Ea	5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$1,325.08	\$2,650.16	\$485.00	\$910.00						
8	8 INCH X 8 INCH TEE, MJ	9	Ea	1,000.00	\$9,000.00	\$1,000.00	\$9,000.00	\$970.35	\$8,733.15	\$985.00	\$8,865.00						
9	8 INCH X 8 INCH CROSS, MJ	1	Ea	1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,394.10	\$1,394.10	\$550.00	\$550.00						
10	8 INCH GRIP RING ACCESSORY KITS	124	Ea	250.00	\$31,000.00	\$250.00	\$31,000.00	\$315.78	\$39,156.72	\$145.00	\$17,980.00						
11	8 INCH FIELD LOCK GASKETS	100	Ea	250.00	\$25,000.00	\$175.00	\$17,500.00	\$116.14	\$11,614.00	\$160.00	\$16,000.00						
12	8 INCH SLEEVES, MJ	10	Ea	500.00	\$5,000.00	\$500.00	\$5,000.00	\$686.90	\$6,869.00	\$495.00	\$4,950.00						
13	8 INCH X 6 INCH TEE, MJ	22	Ea	900.00	\$19,800.00	\$900.00	\$19,800.00	\$1,056.10	\$23,234.20	\$725.00	\$15,950.00						
14	8 INCH X 6 INCH REDUCER, MJ	4	Ea	900.00	\$3,600.00	\$500.00	\$2,000.00	\$650.60	\$2,602.40	\$475.00	\$1,900.00						
15	8 INCH CAP/PLUG, MJ	4	Ea	500.00	\$2,000.00	\$400.00	\$1,600.00	\$642.90	\$2,571.60	\$1,640.00	\$6,560.00						
16	6 INCH VALVE, MJ WITH VALVE BOX	25	Ea	2,400.00	\$60,000.00	\$2,500.00	\$62,500.00	\$1,260.00	\$31,500.00	\$1,275.00	\$31,875.00						
17	6 INCH 45 DEGREE BENDS, MJ	8	Ea	500.00	\$4,000.00	\$450.00	\$3,600.00	\$647.94	\$5,183.52	\$325.00	\$2,600.00						
18	6 INCH 22.5 DEGREE BENDS, MJ	8	Ea	500.00	\$4,000.00	\$450.00	\$3,600.00	\$643.78	\$5,150.24	\$325.00	\$2,600.00						
19	6 INCH GRIP RING ACCESSORY KITS	110	Ea	150.00	\$16,500.00	\$175.00	\$19,250.00	\$645.21	\$70,973.10	\$145.00	\$15,950.00						
20	6 INCH FIELD LOCK GASKETS	12	Ea	150.00	\$1,800.00	\$100.00	\$1,200.00	\$93.86	\$1,126.32	\$160.00	\$1,920.00						
21	6 INCH SLEEVE, MJ	4	Ea	500.00	\$2,000.00	\$400.00	\$1,600.00	\$653.90	\$2,615.60	\$450.00	\$1,800.00						
22	6 INCH ANCHOR COUPLING	21	Ea	500.00	\$10,500.00	\$500.00	\$10,500.00	\$498.78	\$10,474.38	\$450.00	\$9,450.00						
23	6 INCH OFFSET NIPPLE	7	Ea	750.00	\$5,250.00	\$500.00	\$3,500.00	\$598.00	\$4,186.00	\$565.00	\$3,955.00						
24	FIRE HYDRANT, 4.5 BURY	22	Ea	5,400.00	\$118,800.00	\$3,500.00	\$77,000.00	\$6,000.00	\$132,000.00	\$5,200.00	\$114,400.00						
25	1 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, TYPE II	78	Ea	1,500.00	\$117,000.00	\$1,800.00	\$140,400.00	\$2,750.00	\$214,500.00	\$3,355.00	\$259,980.00						
26	1 INCH X 50 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED, TYPE II	76	Ea	3,500.00	\$266,000.00	\$2,900.00	\$220,400.00	\$4,000.00	\$304,000.00	\$1,500.00	\$114,000.00						
27	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	18	Ea	1,500.00	\$27,000.00	\$1,200.00	\$21,600.00	\$600.00	\$10,800.00	\$850.00	\$15,300.00						
28	ABANDON EXISTING VALVE (REMOVE VALVE BOX)	14	Ea	900.00	\$12,600.00	\$1,000.00	\$14,000.00	\$600.00	\$8,400.00	\$2,400.00	\$33,600.00						
29	CUT AND PLUG EXISTING VALVE	4	Ea	1,000.00	\$4,000.00	\$3,000.00	\$12,000.00	\$600.00	\$2,400.00	\$1,250.00	\$5,000.00						
30	TRENCH BACKFILL	9,000	Tons	35.00	\$315,000.00	\$33.00	\$297,000.00	\$28.00	\$252,000.00	\$31.75	\$285,750.00						
31	PAVEMENT SAW CUTS	12,000	Feet	4.00	\$48,000.00	\$3.00	\$36,000.00	\$2.00	\$24,000.00	\$3.00	\$36,000.00						
32	5 INCH SIDEWALK REMOVAL	2,500	Sq Ft	5.00	\$12,500.00	\$4.00	\$10,000.00	\$2.25	\$5,625.00	\$3.50	\$8,750.00						
33	5 INCH PORTLAND CEMENT CONCRETE SIDEWALK REPLACEMENT	2,500	Sq Ft	12.00	\$30,000.00	\$12.50	\$31,250.00	\$5.85	\$14,625.00	\$15.50	\$38,750.00						
34	REMOVE AND REPLACE EXISTING CURB & GUTTER	100	Feet	60.00	\$6,000.00	\$70.00	\$7,000.00	\$40.00	\$4,000.00	\$44.00	\$4,400.00						
35	CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL)	40	Cu Yds	125.00	\$5,000.00	\$115.00	\$4,600.00	\$150.00	\$6,000.00	\$200.00	\$8,000.00						
36	DETECTABLE WARNING PADS	20	Sq Ft	40.00	\$800.00	\$45.00	\$900.00	\$35.00	\$700.00	\$35.00	\$700.00						
37	TEMPORARY PAVING, 3 INCH	500	Sq Yds	90.00	\$45,000.00	\$80.00	\$40,000.00	\$73.00	\$36,500.00	\$87.60	\$43,800.00						
38	CLASS B PATCHES, 8 INCH PAVEMENT	4,000	Sq Yds	90.00	\$360,000.00	\$89.00	\$356,000.00	\$77.00	\$308,000.00	\$92.45	\$369,800.00						
39	CLASS B PATCHES, 5 INCH PAVEMENT	60	Sq Yds	125.00	\$7,500.00	\$153.00	\$9,180.00	\$67.00	\$4,020.00	\$120.00	\$7,200.00						
40	CLASS B PATCHES, 6 INCH DRIVEWAYS	1,000	Sq Yds	125.00	\$12,500.00	\$110.00	\$11,000.00	\$63.00	\$63,000.00	\$115.00	\$115,000.00						
41	CLASS D PATCHES, 3 INCH DRIVEWAYS	1,000	Sq Yds	100.00	\$10,000.00	\$87.00	\$8,700.00	\$62.00	\$62,000.00	\$73.16	\$73,160.00						
42	1" DOWEL BARS	60	Each	25.00	\$1,500.00	\$24.00	\$1,440.00	\$20.00	\$1,200.00	\$18.25	\$1,095.00						
43	AGGREGATE DRIVEWAY REPLACEMENT, 8 INCH	700	Tons	35.00	\$24,500.00	\$38.00	\$26,600.00	\$32.00	\$22,400.00	\$35.00	\$24,500.00						
44	TEMPORARY EROSION CONTROL, SEEDING	100	LB	25.00	\$2,500.00	\$10.00	\$1,000.00	\$20.00	\$2,000.00	\$30.00	\$3,000.00						
45	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	500	Feet	5.00	\$2,500.00	\$5.00	\$2,500.00	\$4.50	\$2,250.00	\$5.00	\$2,500.00						
46	GRADING & SHAPING DITCHES	10,000	Feet	7.50	\$75,000.00	\$7.00	\$70,000.00	\$2.10	\$21,000.00	\$22.35	\$223,500.00						
47	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	120	LB	55.00	\$6,600.00	\$105.00	\$12,600.00	\$25.00	\$3,000.00	\$90.00	\$10,800.00						
48	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	100	LB	3.00	\$300.00	\$8.00	\$800.00	\$3.00	\$300.00	\$5.75	\$575.00						
49	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	100	LB	3.00	\$300.00	\$8.00	\$800.00	\$3.00	\$300.00	\$5.75	\$575.00						
50	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	100	LB	3.00	\$300.00	\$8.00	\$800.00	\$3.00	\$300.00	\$5.75	\$575.00						
51	MULCH, METHOD 2 (2 Tons/Acre)	1.5	Tons	1,200.00	\$1,800.00	\$1,400.00	\$2,100.00	\$2,000.00	\$3,000.00	\$2,000.00	\$3,000.00						
52	EXPLORATION EXCAVATIONS	50	Ea	750.00	\$37,500.00	\$600.00	\$30,000.00	\$600.00	\$30,000.00	\$735.00	\$36,750.00						
53	12 INCH CASINGS	100	Ft	70.00	\$7,000.00	\$160.00	\$16,000.00	\$58.16	\$5,816.00	\$75.00	\$7,500.00						
54	REPLACE STORM SEWER WITH PRESSURE RATED PIPE	80	Ft	60.00	\$4,800.00	\$100.00	\$8,000.00	\$38.16	\$3,052.80	\$75.00	\$6,000.00						
55	REMOVE & REPLACE GUARD RAIL	1	Lump Sum	2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00						
56	TREE & BRUSH REMOVAL	1	Lump Sum	5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00						
57	TRAFFIC CONTROL	1	Lump Sum	10,000.00	\$10,000.00	\$27,500.00	\$27,500.00	\$18,000.00	\$18,000.00	\$84,000.00	\$84,000.00						
58	MOBILIZATION	1	Lump Sum	10,000.00	\$10,000.00	\$80,000.00	\$80,000.00	\$8,000.00	\$8,000.00	\$81,000.00	\$81,000.00						
59	ALTERATIONS, CANCELLATIONS, DEDUCTIONS AND EXTRA WORK	1	Lump Sum	100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00						
Alternate A																	
60	6 INCH POLYWRAPPED D.I.P. WATER MAIN	20	Feet	42.00	\$840.00	\$70.00	\$1,400.00	\$53.41	\$1,068.20	\$50.00	\$1,000.00						
61	8 INCH POLYWRAPPED D.I.P. WATER MAIN	100	Feet	48.00	\$4,800.00	\$75.00	\$7,500.00	\$61.09	\$6,109.00	\$60.00	\$6,000.00						
62	8 INCH TR FLEX D.I.P. WATER MAIN IN STEEL CASING PIPE	400	Feet	60.00	\$24,000.00	\$100.00	\$40,000.00	\$71.95	\$28,780.00	\$41.00	\$16,400.00						

Project Name: 2020 Annual Water Main Replacement Project Hillcrest Subdivision Project Number: 2020-10 Bid Date: 02/05/2020 Time: 10:00 a.m. Fund: Public Works Water Capital Organization Code: 81808118 Object Code: 488800										Engineer's Estimate City Engineering Division		Burdick Plumbing & Heating 1175 N 20th Po Box 496 Decatur, IL 62525 Ph: 217-429-2385 jared@burdickplumbing.com		Darad Inc. 209 NW 8th St Casey, IL 62420 Ph: 217-932-5829 truevalued@airpoint.net		Banks Excavating Inc. 101 S. Main St. Suite 800 Decatur, IL 62523 Ph: 217-519-3122 banksexcavating@gmail.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
63	16 INCH STEEL CASING PIPE BORED & JACKED	380	Feet	430.00	\$171,000.00	\$600.00	\$228,000.00	\$452.63	\$171,999.40	\$660.00	\$250,800.00						
64	8 INCH 45 DEGREE BENDS, MJ	6	Ea	500.00	\$3,000.00	\$750.00	\$4,500.00	\$469.52	\$2,817.12	\$485.00	\$2,910.00						
65	8 INCH GRIP RING ACCESSORY KITS	20	Ea	250.00	\$5,000.00	\$750.00	\$15,000.00	\$315.78	\$6,315.60	\$145.00	\$2,900.00						
66	8 INCH FIELD LOCK GASKETS	4	Ea	250.00	\$1,000.00	\$175.00	\$700.00	\$116.14	\$464.56	\$160.00	\$640.00						
67	8 INCH SLEEVES, MJ	2	Ea	500.00	\$1,000.00	\$500.00	\$1,000.00	\$686.90	\$1,373.80	\$495.00	\$990.00						
68	8 INCH X 6 INCH REDUCER, MJ	1	Ea	900.00	\$900.00	\$1,000.00	\$1,000.00	\$650.60	\$650.60	\$475.00	\$475.00						
69	6 INCH GRIP RING ACCESSORY KITS	4	Ea	150.00	\$600.00	\$200.00	\$800.00	\$645.21	\$2,580.84	\$145.00	\$580.00						
70	6 INCH SLEEVE, MJ	1	Ea	500.00	\$500.00	\$400.00	\$400.00	\$653.90	\$653.90	\$450.00	\$450.00						
71	ALLOWANCE FOR RAILROAD EXPENSES	1	SUM	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00						
TOTAL BASE BIDS (AS CORRECTED)				\$2,584,850.00		\$2,399,420.00		\$2,507,543.89		\$3,136,307.00							
Percent Over Under ENGINEER'S ESTIMATE						-7.17%		-2.98%		21.33%							
TOTAL ALTERNATE A (AS CORRECTED)				\$222,640.00		\$300,300.00		\$232,813.02		\$293,145.00							
Percent Over Under ENGINEER'S ESTIMATE						34.88%		4.57%		31.67%							
TOTAL BASE BID + ALTERNATE A (AS CORRECTED)				\$2,807,490.00		\$2,699,720.00		\$2,740,356.91		\$3,429,452.00							
Percent Over Under ENGINEER'S ESTIMATE						-3.84%		-2.39%		22.15%							



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

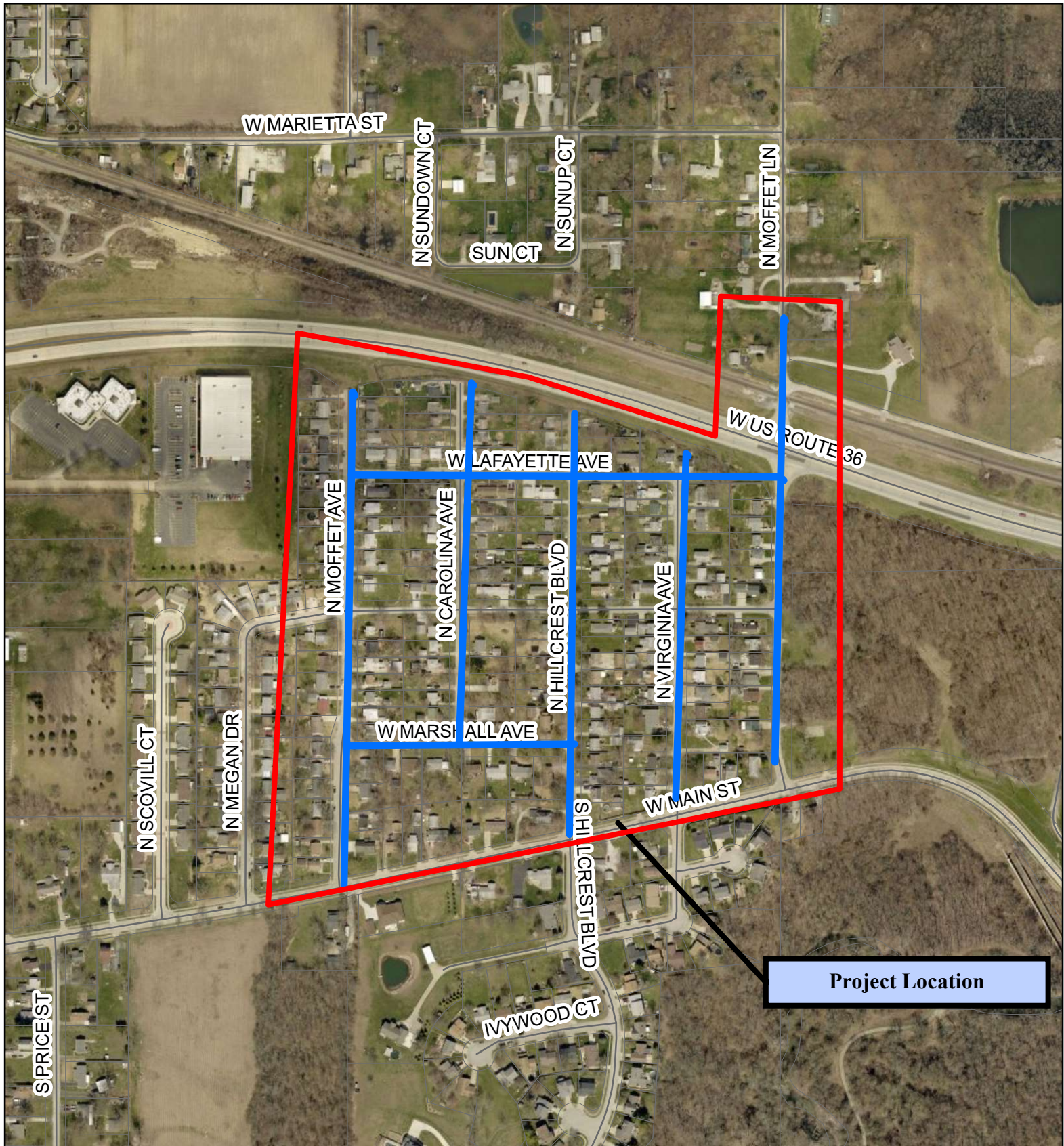
2/6/2020

Date

2020 Annual Water Main Replacement Project

Location Map

City Project 2020-10



Public Works

DATE: 2/13/2020

MEMO: 2020-36

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2020 Annual Valve & Hydrant Replacement Project, Various Locations, City Project 2020-23.

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2020 Annual Valve & Hydrant Replacement Project, Various Locations, City Project 2020-23, to Entler Excavating Co., Inc. as the lowest responsive and responsible bidder in the amount of \$379,150.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Project Description

The 2020 Annual Valve & Hydrant Replacement Project replaces valves and hydrants that have failed. The project locations are identified around the city through valve and hydrant exercising or during water main breaks. Non-operable valves and hydrants reduce the redundancy and reliability of the water system and will require larger customer outages during main failure or emergencies.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, January 8, 2020, and bids were opened on Wednesday, February 5, 2020. The results from the letting are as follows:

		Compared to Engineer's
--	--	-------------------------------

<u>Bidder</u>	<u>Bid Price</u>	<u>Est. Over/-Under</u>
Entler Excavating Co., Inc.	\$379,150.00	(-7.92%)
Kinney Contractors	\$441,965.00	7.34%
Burdick Plumbing & Heating Co., Inc.	\$476,525.00	15.73%
Engineer's Estimate	\$411,754.00	-----

Four contractors took out bid packages and three contractors submitted a bid proposal for the project. Entler Excavating Co., Inc. provided the lowest responsive and responsible bid at 7.92% below the Engineer's Estimate. The bid received is reasonable for the required work.

Entler Excavating Co., Inc. has successfully completed several projects for the City. Staff recommends that the City Council approve a contract with Entler Excavating Co., Inc. to perform the 2020 Annual Valve & Hydrant Replacement Project.

MINORITY PARTICIPATION GOALS:

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

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

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

Subcontracting is not required for a City project. Entler will self-perform an estimated 81.3% of the contract and subcontract 18.7% of the work for trucking, plumbing, concrete and asphalt patching with 1.84 % being performed by a Minority Business Enterprise. Entler provided documentation that a good faith effort was made to comply with the City's MBE goals.

SCHEDULE:

Work on this project is expected to begin in March with a completion date in December 2020.

PRIOR COUNCIL ACTION:

The 2020 Capital Improvements Plan included an allocation of funds for this project. The valve and hydrant replacement project is an annual project issued by the City.

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 and Paul Caswell, City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. **LEGAL REVIEW:** The project plans and specifications were reviewed by Legal Counsel on December 27, 2019

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Water Non-Lake Capital Fund which is supported by water billing fees. The total project cost is \$379,150.00.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2020 Annual Valve & Hydrant Replacement Project, Various Locations, City Project 2020-23	Resolution Letter
Council Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH ENTLER EXCAVATING CO., INC. FOR 2020 ANNUAL
VALVE AND HYDRANT REPLACEMENT PROJECT, VARIOUS LOCATIONS
CITY PROJECT 2020-23**

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

Section 1. That the tabulation of bids received for City Project 2020-23, 2020 Valve and Hydrant Replacement Project, Various Locations, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Co., Inc. in the amount of \$379,150.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavating Co., Inc. attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$379,150.00.

PRESENTED and ADOPTED this 24th day of February 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit A

PROJECT MANUAL

2020 VALVE & HYDRANT REPLACEMENT PROJECT VARIOUS LOCATIONS

CITY PROJECT 2020-23
December 2020

A project of the



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

FOR BIDDING

CITY OF DECATUR
2020 VALVE & HYDRANT REPLACEMENT PROJECT

Julie Moore Wolfe
Mayor

Pat McDaniel
David Horn
Lisa Gregory

Chuck Kuhle
Rodney Walker
Bill Faber

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

CITY OF DECATUR
2020 VALVE & HYDRANT REPLACEMENT PROJECT
VARIOUS LOCATIONS
CITY PROJECT 2020-23

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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 of Decatur Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 AM, February 5, 2020**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2020 VALVE & HYDRANT REPLACEMENT PROJECT VARIOUS LOCATIONS

CITY PROJECT 2020-23

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

Replacing 6" and 16" valves and a fire hydrant throughout the city. There will be 3 line stops, 2 – 6" and 2 – 16".

The work also includes items of pavement and landscape restoration, and traffic control.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON **WEDNESDAY, JANUARY 22, 2020, AT 10:00 A.M. IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.****
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

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

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

ADVERTISEMENT FOR BIDS

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

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

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

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

REJECTION OF BIDS:

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

January 8, 2020
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2020 Valve & Hydrant Replacement Project**

City Project No.: **2020-23**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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 in the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least 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 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 form may be completed and submitted as the Contractor's bid.

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

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

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

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

BID PROPOSAL

RETURN WITH BID

For Construction of: **2020 Valve & Hydrant Replacement Project**

City Project No.: **2020-23**

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
<u>#1</u>	<u>1-24-2020</u>	<u>SE</u>
<u>#2</u>	<u>1-31-2020</u>	<u>SE</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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.	<u>Loyalty Services</u>	<u>Trucking</u>
2.	<u>C.L. Rhodes</u>	<u>Concrete</u>
3.	<u>Dunn Co.</u>	<u>Asphalt</u>
4.	<u> </u>	<u> </u>

DATE 2-5-2020, 2020(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business & E-mail
Address(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business & E-mail
AddressesNames of All Members of
Firm(If a Corporation)
Corporate Name

Entler Excavating

(SEAL)

By:

X [Signature]
Vice-PresidentBusiness & E-mail
Addresses

Karenentlerex@gmail.com

819 N. Sunnyside Rd Decatur IL 62522

Names of Officers

Stuart Entler
PresidentStuart Entler
SecretaryStuart Entler
Treasurer

Attest:

Stuart Entler
Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2020 VALVE & HYDRANT REPLACEMENT PROJECT
CITY PROJECT 2020-23

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	6 INCH POLYWRAPPED D.I.P. WATER MAIN	FEET	80	<u>55.00</u>	<u>4,400.00</u>
2	16 INCH POLYWRAPPED D.I.P. WATER MAIN	FEET	80	<u>115.00</u>	<u>9,200.00</u>
3	20 INCH POLYWRAPPED D.I.P. WATER MAIN	FEET	20	<u>175.00</u>	<u>3,500.00</u>
4	6 INCH LINE STOP	EACH	2	<u>4900.00</u>	<u>9,800.00</u>
5	16 INCH LINE STOP	EACH	1	<u>18,000.00</u>	<u>18,000.00</u>
6	6 INCH VALVE, MJ, W/VALVE BOX	EACH	7	<u>2600.00</u>	<u>18,200.00</u>
7	16 INCH SIDE OPERATOR VALVE, MJ, W/VALVE BOX	EACH	5	<u>10,100.00</u>	<u>50,500.00</u>
8	20 INCH SIDE OPERATOR VALVE, MJ, W/VALVE BOX	EACH	1	<u>20,000.00</u>	<u>20,000.00</u>
9	6 INCH TEE, MJ	EACH	1	<u>900.00</u>	<u>900.00</u>
10	6 INCH PLUG, MJ	EACH	3	<u>600.00</u>	<u>1,800.00</u>
11	6 INCH SLEEVE, MJ	EACH	12	<u>500.00</u>	<u>6,000.00</u>
12	6 INCH MECHANICAL JOINT KIT	EACH	30	<u>225.00</u>	<u>6,750.00</u>
13	6 INCH GRIP RINGS	EACH	10	<u>275.00</u>	<u>2,750.00</u>
14	16 INCH SLEEVE, MJ	EACH	9	<u>900.00</u>	<u>8,100.00</u>
15	16 INCH MECHANICAL JOINT KIT	EACH	33	<u>750.00</u>	<u>24,750.00</u>
16	20 INCH SLEEVE, MJ	EACH	2	<u>2600.00</u>	<u>5,200.00</u>
17	20 INCH MECHANICAL JOINT KIT	EACH	6	<u>1000.00</u>	<u>6,000.00</u>
18	16 INCH X 6" TEE, MJ	EACH	1	<u>900.00</u>	<u>900.00</u>
19	16 INCH X 16" TEE, MJ	EACH	1	<u>1400.00</u>	<u>1,400.00</u>
20	6 INCH THRUST COLLARS	EACH	2	<u>1400.00</u>	<u>2,800.00</u>
21	16 INCH THRUST COLLARS	EACH	1	<u>2500.00</u>	<u>2,500.00</u>

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
22	FIRE HYDRANT, 4.5' BURY	EACH	2	<u>4900.00</u>	<u>9800.00</u>
23	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	EACH	1	<u>1600.00</u>	<u>1600.00</u>
24	TRENCH BACKFILL	TONS	300	<u>32.00</u>	<u>9600.00</u>
25	PAVEMENT SAW CUTS	FEET	1,400	<u>4.50</u>	<u>6300.00</u>
26	CLASS D PATCHES, 5 INCH PAVEMENT	SQ YDS	100	<u>130.00</u>	<u>13,000.00</u>
27	CLASS B PATCHES, 8 INCH PAVEMENT	SQ YDS	160	<u>110.00</u>	<u>17,600.00</u>
28	CLASS B PATCH SPECIAL	SQ YDS	40	<u>235.00</u>	<u>9400.00</u>
29	INCIDENTAL BITUMINOUS SURFACING	TONS	40	<u>500.00</u>	<u>20,000.00</u>
30	DOWEL AND TIE BARS	EACH	200	<u>30.00</u>	<u>6000.00</u>
31	CONCRETE CURB REMOVAL AND REPLACEMENT	FEET	30	<u>115.00</u>	<u>3450.00</u>
32	CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL)	CU YDS	200	<u>127.00</u>	<u>25,400.00</u>
33	SEEDING, CLASS 1 (LAWN MIXTURE) (100 LB/ACRE)	LB	6	<u>20.00</u>	<u>120.00</u>
34	PHOSPHORUS FERTILIZER NUTRIENT (90 LB/ACRE)	LB	2	<u>5.00</u>	<u>10.00</u>
35	POTASSIUM FERTILIZER NUTRIENT (90 LB/ACRE)	LB	2	<u>5.00</u>	<u>10.00</u>
36	NITROGEN FERTILIZER NUTRIENT (90 LB/ACRE)	LB	2	<u>5.00</u>	<u>10.00</u>
37	MULCH, METHOD 2 (2 TONS/ACRE)	LB	300	<u>8.00</u>	<u>2400.00</u>
38	EXPLORATION EXCAVATIONS	EA	10	<u>700.00</u>	<u>7000.00</u>
39	TRAFFIC CONTROL	LSUM	1	<u>10,000.00</u>	<u>10,000.00</u>
40	MOBILIZATION	LSUM	1	<u>4,000.00</u>	<u>4000.00</u>
41	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	LSUM	1	<u>\$30,000.00</u>	<u>\$30,000.00</u>

TOTAL BID 379,150.00



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	2-5-2020	Project Title:	2020 Valve & Hydrant Replacement Project
Total Contract Value:	379,150.00	Project Number:	2020-23

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating
 Address: 819 N Sunnyside Rd
Decatur IL 62522
 Phone: 217-428-1865
 Contact Person: Stuart Entler
 Email: Karenentlerex@gmail.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Loyalty Services	MBE	7,000.00	1.84	Trucking
Bardick Plumbing	Non-MBE	5,000.00	1.31	Plumbing
C.L. Rhodes	Non-MBE	39,000.00	10.28	Concrete
Dunn Co	Non-MBE	20,000.00	5.27	Asphalt
Totals				

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
If more firms submitted quotes, please copy this form and attach the additional information.		

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Loyalty Services	phone	submitted bid
Bryan Banks	phone	not bidding
Amador Group Inc	phone	not bidding
C.S. Const. Group	phone	not bidding
Euroclydon	phone	not bidding
AMT Const. Services	phone	not bidding
American Infrastructure Tech	phone - no return call	—
3CD Corporation	phone - disconnected	—
Minilandscaping Co	phone - no return call	—
Thorntons Care Const	phone	did not submit bid
If more firms were contacted, please copy this form and attach the additional information.		

Section V:

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

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

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

X 
 Signature of Prime Contractor

2-5-2020
 Date



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

**RETURN WITH BID WHEN
REQUIRED**

Minority Business Enterprise Participation Waiver Request

Date:	2-5-2020	Project Title:	2020 Valve & Hydrant Replacement Project
		Project Number:	2020-23

Prime Contractor: Entler Excavating

Address: 819 N Sunnyside Rd
Decatur IL 62522

Phone: 217-428-1865

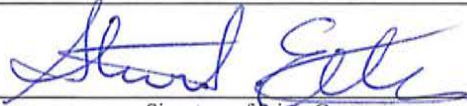
Contact Person: Stuart Entler

Email: Karenentlerex@gmail.com

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

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

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

X  2-5-2020
Signature of Prime Contractor 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.
☐	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.

REVIEWED BY:

 2-5-20
Public Works Director Date



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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	2-5-2020	Project Title:	2020 Valve & Hydrant Replacement Project
Total Contract Value:	379,150.00	Project Number:	CP 2020-23

Section I: MBE Subcontractor Information

Subcontractor: Loyalty Services

Address: 3722 Tulane
Decatur, IL 62522

Phone: 217-853-2204

Contact Person: JJ Rhodes

Email: loyaltyservices@gmail.com

Section II: Estimated Work

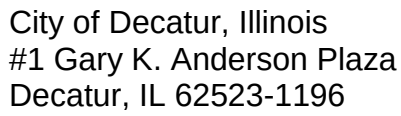
Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	7,000.00	1.84%

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

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

Prime Contractor Signature	Print
X	Stuart Entler
Title	Date
President	2-5-2020

Subcontractor Signature	Print
	JJ Rhodes
Title	Date
Owner	2-5-2020



Final Subcontractor Participation Documentation

Date:		Project Title:		
Total Contract Value:			Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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.				

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

☐	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☐	Other – (State reason and attach explanation)

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

Signature of Prime Contractor

Date

RETURN WITH BID

Page 136 of 510

ENTLER EXCAVATING COMPANY INC

819 N. SUNNYSIDE ROAD
DECATUR, IL 62522

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

02-05-2020

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

Re: 2020 Valve & Hydrant Replacement Project CP 2020-23

To Whom It May Concern,

We contacted by phone:

Bryan Banks(Plumbing) – Not Licensed and Not Union, not bidding

Amador Group, Inc.(Plumbing) – Not Union, not bidding

C.S. Construction Group - (Plumbing & Concrete) – Not Union, not bidding

Loyalty Services(Trucking) – submitted bid

Euroclydon(Concrete, Asphalt Paving) – Not Union, not bidding

AMT Construction Services - (Concrete, Asphalt Paving) – Not taking any new jobs now, Not Union

American Infrastructure Tech - (Concrete) Made call left message, no return call to us

3CD Corporation(Concrete) – Made call phone number on file has been disconnected.

Minilandscaping Co., Inc. - (Concrete, Asphalt Paving) Made call left message, no return call

Thornton Rave Const(Asphalt) – made phone call said he would bid, did not get call back

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

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2020 VALVE AND HYDRANT REPLACEMENT PROJECT
VARIOUS LOCATIONS
CITY PROJECT 2020-23**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated January 24, 2020, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 ADVERTISEMENT

- 2.01 The Pre-Bid meeting time and date was listed in the published advertisement as 10:00 AM, Friday, January 24, 2020 and is listed in the Project Manual as on 10:00 AM, Wednesday, January 22, 2020. To be eligible as a bidder you only are required to attend one of the two meetings.

AD-1-3 BID PROPOSAL

- 3.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on January 24, 2020

AD-1-4 SCHEDULE OF WORK

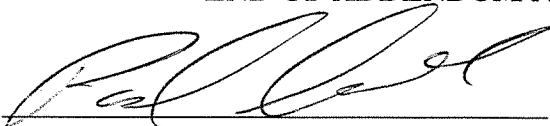
- 4.01 Add the following paragraphs to SP3-Schedule of Work

Contractor shall complete valve location V2 and V3 prior to completing V4 and V11.

Contractor shall complete valve location V2, V3, and V4 prior to completing V11.

Please make the proper acknowledgment of **addenda #1** on page 15 of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:  Date: 1/24/2020

Pre-bid Meeting Minutes
for

**2020 VALVE & HYDRANT REPLACEMENT PROJECT
CITY PROJECT 2020-23**

Public Works Conference Room
10:00 a.m., Friday, January 24, 2020

I. Introduction

II. Project Review

Replacing 6" and 16" valves and a fire hydrant throughout the city. There will be 3 line stops, 2 – 6" and 2 – 16".

The work also includes items of pavement and landscape restoration, and traffic control

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

A. Policy

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

1. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.
2. The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. Discuss options to assist in "actively and aggressively" seeking this participation.

It is expected that a demonstration of "active" and "aggressive" will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide

actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

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

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

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

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

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

IV. Other Items

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

1. GC-27 Use of Fire Hydrants
need to use a hydrant meter for any water used other than the first water main flush.
2. SP-1 General Conditions
The Contractor shall have a experienced licensed plumber onsite during all piping modification, valve replacements and hydrant replacements
3. Drawings
*Valve location V2&V3 is required prior to V4
Valve Location V2, V3, V4 is required prior to V11*

End 10:15

Pre-Bid Sign-In Sheet

2020 Valve & Hydrant Replacement Project, Various Locations

2020-23

January 24th, 2020 10:00a.m. Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) Jeff Entler Email: entler@comcast.com	Entler		P
2) Andrew Whitehead Email:	CITY	875-5705	C
3) Paul Caswell Email:	City of Decatur	404-2747	P
4) Email:			C
5) Email:			P
6) Email:			C
7) Email:			P
8) Email:			C
9) Email:			P
10) Email:			C
11) Email:			P
12) Email:			C
13) Email:			P
14) Email:			C
15) Email:			P
			C

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

ADDENDUM NO. 2

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2020 VALVE AND HYDRANT REPLACEMENT PROJECT
VARIOUS LOCATIONS
CITY PROJECT 2020-23**

AD-1-1 NOTICE

- 1.01 This Addendum No. 2 dated January 31, 2020, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

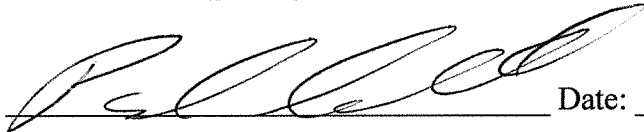
- 2.01 Remove page 17-18 of the bid proposal and replace with the attached page 17 ADD 2-18 ADD 2

Please make the proper acknowledgment of **addenda #2** on page 15 of your bidding documents.

END OF ADDENDUM NO. 2

City Engineer: _____

Date: _____

 1/31/2020

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2020 VALVE & HYDRANT REPLACEMENT PROJECT
CITY PROJECT 2020-23

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	6 INCH POLYWRAPPED D.I.P. WATER MAIN	FEET	80		
2	16 INCH POLYWRAPPED D.I.P. WATER MAIN	FEET	80		
3	20 INCH POLYWRAPPED D.I.P. WATER MAIN	FEET	20		
4	6 INCH LINE STOP	EACH	2		
5	16 INCH LINE STOP	EACH	1		
6	6 INCH VALVE, MJ, W/VALVE BOX	EACH	7		
7	16 INCH SIDE OPERATOR VALVE, MJ, W/VALVE BOX	EACH	5		
8	20 INCH SIDE OPERATOR VALVE, MJ, W/VALVE BOX	EACH	1		
9	6 INCH TEE, MJ	EACH	1		
10	6 INCH PLUG, MJ	EACH	3		
11	6 INCH SLEEVE, MJ	EACH	12		
12	6 INCH MECHANICAL JOINT KIT	EACH	30		
13	6 INCH GRIP RINGS	EACH	10		
14	16 INCH SLEEVE, MJ	EACH	9		
15	16 INCH MECHANICAL JOINT KIT	EACH	33		
16	20 INCH SLEEVE, MJ	EACH	2		
17	20 INCH MECHANICAL JOINT KIT	EACH	6		
18	16 INCH X 6" TEE, MJ	EACH	1		
19	16 INCH X 16" TEE, MJ	EACH	1		
20	6 INCH THRUST COLLARS	EACH	2		
21	16 INCH THRUST COLLARS	EACH	1		

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
22	FIRE HYDRANT, 4.5' BURY	EACH	2		
23	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	EACH	1		
24	TRENCH BACKFILL	TONS	300		
25	PAVEMENT SAW CUTS	FEET	1,400		
26	CLASS D PATCHES, 5 INCH PAVEMENT	SQ YDS	100		
27	CLASS B PATCHES, 8 INCH PAVEMENT	SQ YDS	160		
28	CLASS B PATCH SPECIAL	SQ YDS	40		
29	INCIDENTAL BITUMINOUS SURFACING	TONS	40		
30	DOWEL AND TIE BARS	EACH	200		
31	CONCRETE CURB REMOVAL AND REPLACEMENT	FEET	30		
32	CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL)	CU YDS	200		
33	SEEDING, CLASS 1 (LAWN MIXTURE) (100 LB/ACRE)	LB	6		
34	PHOSPHORUS FERTILIZER NUTRIENT (90 LB/ACRE)	LB	2		
35	POTASSIUM FERTILIZER NUTRIENT (90 LB/ACRE)	LB	2		
36	NITROGEN FERTILIZER NUTRIENT (90 LB/ACRE)	LB	2		
37	MULCH, METHOD 2 (2 TONS/ACRE)	LB	300		
38	EXPLORATION EXCAVATIONS	EA	10		
39	TRAFFIC CONTROL	LSUM	1		
40	MOBILIZATION	LSUM	1		
41	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	LSUM	1	<u>\$30,000.00</u>	<u>\$30,000.00</u>
TOTAL BID					

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # ENT2-5-20

KNOW ALL MEN BY THESE PRESENTS, that we

ENTLER EXCAVATING CO., INC.

819 N Sunnyside Rd Decatur, IL 62522

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Granite Re, Inc.

14001 Quailbrook Dr Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of **OK** as Surety, hereinafter called the Surety, are held and firmly bound unto

City Of Decatur

#1 Gary K. Anderson Plaza Decatur, IL 62523

(Here insert full name, and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of **Ten Percent of Amount Bid**-----Dollars 10.00%%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2020 Valve & Hydrant Replacement Project Various Locations; City Project 2020-23

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **5th** day of **February, 2020**

Karen Rohman
(Witness)

Marci Little
(Witness) Marci Little

ENTLER EXCAVATING CO., INC.

(Principal) [Signature] (Seal)

(Title) President

Granite Re, Inc.

(Surety) [Signature] (Seal)

Charles R. McQuiggan
Charles R. McQuiggan, Attorney-in-Fact

AIA DOCUMENT A310 BID BOND AIA ® FEBRUARY 1970 ED THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

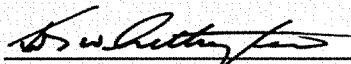
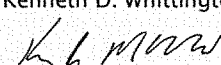
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

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

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

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

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




Kathleen E. Carlson
Notary Public

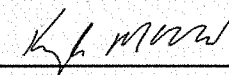
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
5th day of February, 2020.




Kyle P. McDonald, Secretary/Treasurer

State of Illinois
County of Madison

On this 5th day of February, 2020, before me, Holly V. Johnson, a Notary Public within and for the above mentioned county, personally appeared **Charles R. McQuiggan**, to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

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

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

Official Seal

Holly V. Johnson

Notary Public, State of Illinois

My Commission Expires **January 30, 2021**

By: **Holly V. Johnson**
Notary Public

CONTRACT

THIS CONTRACT made and entered into this 24th day of February 2020, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Entler Excavating Co., Inc. hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2020 VALVE & HYDRANT REPLACEMENT PROJECT, CITY PROJECT 2020-23"**, 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 December 18, 2020.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda No. 1 1/24/2020

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)
Addenda No. 2 1/31/2020

CONTRACT

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

ENTLER EXCAVATING CO., INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2020 VALVE & HYDRANT REPLACEMENT PROJECT

Project Number 2020-23

We, Entler Excavating Co., Inc.

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

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

Three Hundred Seventy – Nine Thousand, One Hundred and Fifty and no/100-----

----- Dollars (\$379,150.00), lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

Entler Excavating Co., Inc.

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf of PRINCIPAL)

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

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

My commission expires _____

Notary Public

(SEAL)

SURETY

(Name of Surety)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(SEAL)

(Insert names of individuals signing on behalf of SURETY)

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

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

My commission expires _____

Notary Public

(SEAL)

CITY OF DECATUR

Approved this 24th day of February, A.D. 2020

Attest:

Kim L. Althoff, City Clerk

City

Clerk

City Council

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

Project Name: 2020 Valve & Fire Hydrant Replacement Project, Various Locations Project Number: 2020-23 Bid Date: 02/05/2020 Time: 10:00 a.m. Fund: Public Works Water Capital Organization Code: 81808118 Object Code: 488800				Engineer's Estimate City Engineering Division		Entler Excavating 819 N Sunnyside Road Decatur, IL 62522 Ph: 217-428-1865 Karenentleres@gmail.com		Kimney Contractors 19342 E. Frontage Rd Raymond, IL 62560 Ph: 217-229-3322 Kimney@roadbuilder.net		Burdick Plumbing & Heating 1175 N. 20th Po Box 496 Decatur, IL 62525 Ph: 217-429-2385 jeff@burdickplumbing.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	6 INCH POLYWRAPPED D.I.P. WATER MAIN	80	Feet	42.00	\$3,360.00	\$55.00	\$4,400.00	\$70.00	\$5,600.00	\$65.00	\$5,200.00
2	16 INCH POLYWRAPPED D.I.P. WATER MAIN	80	Feet	120.00	\$9,600.00	\$115.00	\$9,200.00	\$150.00	\$12,000.00	\$155.00	\$12,400.00
3	20 INCH POLYWRAPPED D.I.P. WATER MAIN	20	Feet	200.00	\$4,000.00	\$175.00	\$3,500.00	\$360.00	\$7,200.00	\$195.00	\$3,900.00
4	6 INCH LINE STOP	2	Ea	8,000.00	\$16,000.00	\$4,900.00	\$9,800.00	\$9,650.00	\$19,300.00	\$6,500.00	\$13,000.00
5	16 INCH LINE STOP	1	Ea	20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$21,250.00	\$21,250.00	\$21,925.00	\$21,925.00
6	6 INCH VALVE, MJ, W/VALVE BOX	7	Ea	2,500.00	\$17,500.00	\$2,600.00	\$18,200.00	\$2,000.00	\$14,000.00	\$1,850.00	\$12,950.00
7	16 INCH SIDE OPERATOR VALVE, MJ, W/VALVE BOX	5	Ea	10,000.00	\$50,000.00	\$10,100.00	\$50,500.00	\$12,500.00	\$62,500.00	\$14,280.00	\$71,400.00
8	20 INCH SIDE OPERATOR VALVE, MJ, W/VALVE BOX	1	Ea	20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$22,500.00	\$22,500.00	\$21,500.00	\$21,500.00
9	6 INCH TEE, MJ	1	Ea	500.00	\$500.00	\$900.00	\$900.00	\$1,275.00	\$1,275.00	\$500.00	\$500.00
10	6 INCH PLUG, MJ	3	Ea	200.00	\$600.00	\$600.00	\$1,800.00	\$1,200.00	\$3,600.00	\$400.00	\$1,200.00
11	6 INCH SLEEVE, MJ	12	Ea	800.00	\$9,600.00	\$500.00	\$6,000.00	\$850.00	\$10,200.00	\$600.00	\$7,200.00
12	6 INCH MECHANICAL JOINT KIT	30	Ea	250.00	\$7,500.00	\$225.00	\$6,750.00	\$71.00	\$2,130.00	\$85.00	\$2,550.00
13	6 INCH GRIP RINGS	10	Ea	300.00	\$3,000.00	\$275.00	\$2,750.00	\$55.00	\$550.00	\$125.00	\$1,250.00
14	16 INCH SLEEVE, MJ	9	Ea	1,500.00	\$13,500.00	\$900.00	\$8,100.00	\$1,450.00	\$13,050.00	\$1,000.00	\$9,000.00
15	16 INCH MECHANICAL JOINT KIT	33	Ea	800.00	\$26,400.00	\$750.00	\$24,750.00	\$60.00	\$1,980.00	\$500.00	\$16,500.00
16	20 INCH SLEEVE, MJ	2	Ea	2,000.00	\$4,000.00	\$2,600.00	\$5,200.00	\$2,200.00	\$4,400.00	\$3,000.00	\$6,000.00
17	20 INCH MECHANICAL JOINT KIT	6	Ea	1,500.00	\$9,000.00	\$1,000.00	\$6,000.00	\$1,050.00	\$6,300.00	\$550.00	\$3,300.00
18	16 INCH X 6" TEE, MJ	1	Ea	2,000.00	\$2,000.00	\$900.00	\$900.00	\$1,900.00	\$1,900.00	\$1,400.00	\$1,400.00
19	16 INCH X 16" TEE, MJ	1	Ea	2,000.00	\$4,000.00	\$1,400.00	\$1,400.00	\$2,200.00	\$2,200.00	\$1,800.00	\$1,800.00
20	6 INCH THRUST COLLARS	2	Ea	2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	\$2,300.00	\$4,600.00	\$2,800.00	\$5,600.00
21	16 INCH THRUST COLLARS	1	Ea	2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$5,900.00	\$5,900.00	\$2,800.00	\$2,800.00
22	FIRE HYDRANT, 4.5" BURY	2	Ea	3,500.00	\$7,000.00	\$4,900.00	\$9,800.00	\$4,500.00	\$9,000.00	\$3,750.00	\$7,500.00
23	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	1	Ea	750.00	\$750.00	\$1,600.00	\$1,600.00	\$2,100.00	\$2,100.00	\$1,500.00	\$1,500.00
24	TRENCH BACKFILL	300	Tons	30.00	\$9,000.00	\$32.00	\$9,600.00	\$50.00	\$15,000.00	\$40.00	\$12,000.00
25	PAVEMENT SAW CUTS	1,400	Feet	4.00	\$5,600.00	\$4.50	\$6,300.00	\$6.00	\$8,400.00	\$8.00	\$11,200.00
26	CLASS D PATCHES, 5 INCH PAVEMENT	100	Sq Yds	125.00	\$12,500.00	\$130.00	\$13,000.00	\$135.00	\$13,500.00	\$208.00	\$20,800.00
27	CLASS B PATCHES, 8 INCH PAVEMENT	160	Sq Yds	150.00	\$24,000.00	\$110.00	\$17,600.00	\$175.00	\$28,000.00	\$195.00	\$31,200.00
28	CLASS B PATCHES, 8 INCH PAVEMENT, SPECIAL	40	Sq Yds	150.00	\$6,000.00	\$235.00	\$9,400.00	\$235.00	\$9,400.00	\$265.00	\$10,600.00
29	INCIDENTAL BITUMINOUS SURFACING	40	Tons	125.00	\$5,000.00	\$500.00	\$20,000.00	\$375.00	\$15,000.00	\$450.00	\$18,000.00
30	1" DOWEL BARS	200	Ea	25.00	\$5,000.00	\$30.00	\$6,000.00	\$25.00	\$5,000.00	\$17.50	\$3,500.00
31	CONCRETE CURB REMOVAL AND REPLACEMENT	30	Feet	60.00	\$1,800.00	\$115.00	\$3,450.00	\$75.00	\$2,250.00	\$115.00	\$3,450.00
32	CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL)	200	Cu Yds	150.00	\$30,000.00	\$127.00	\$25,400.00	\$113.00	\$22,600.00	\$125.00	\$25,000.00
33	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	6	LB	20.00	\$120.00	\$20.00	\$120.00	\$250.00	\$1,500.00	\$100.00	\$600.00
34	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	2	LB	4.00	\$8.00	\$5.00	\$10.00	\$25.00	\$50.00	\$50.00	\$100.00
35	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	2	LB	4.00	\$8.00	\$5.00	\$10.00	\$25.00	\$50.00	\$50.00	\$100.00
36	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	2	LB	4.00	\$8.00	\$5.00	\$10.00	\$25.00	\$50.00	\$50.00	\$100.00
37	MULCH, METHOD 2 (2 Tons/Acre)	300	LB	1.00	\$300.00	\$8.00	\$2,400.00	\$11.00	\$3,300.00	\$15.00	\$4,500.00
38	EXPLORATION EXCAVATIONS	10	Ea	1,500.00	\$15,000.00	\$700.00	\$7,000.00	\$1,000.00	\$10,000.00	\$1,500.00	\$15,000.00
39	TRAFFIC CONTROL	1	Lump Sum	25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00
40	MOBILIZATION	1	Lump Sum	10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00
41	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	Lump Sum	30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
TOTAL BIDS (AS CORRECTED)				\$411,754.00		\$379,150.00		\$441,965.00		\$476,525.00	
Percent Over Under ENGINEER'S ESTIMATE				-7.92%		7.34%		15.73%			


 Date: 2/6/2020
 Paul E. Caswell, P.E., City Engineer

Public Works

DATE: 2/19/2020

MEMO: 2020-48

TO: Honorable Mayor Moore Wolfe and City Council

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 Dunn Company, A Division of Tyrolt, Inc. for Annual Street Restoration City Project 2020-08

SUMMARY RECOMMENDATION: Please see attached Council Memorandum 2020-48 and related attachments for City Project 2020-08 Street Restoration Project.

ATTACHMENTS:

Description	Type
Council Memo 2020-48	Cover Memo
Resolution Accepting Bid Dunn Co. With Exhibit A	Resolution Letter
Council Bid Tab 2020-08	Backup Material
Location Maps	Backup Material

Public Works Memorandum
NO. 2020-48

DATE: February 19, 2020

TO: Honorable Mayor Moore Wolfe and City Council

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 Dunn Company, A Division of Tyrolt, Inc. for Annual Street Restoration, City Project 2020-08

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the Annual Street Restoration Project, City Project 2020-08, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$775,000 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The resolution represents an expenditure of \$725,828.42 as the low bid plus \$49,171.58 for project contingencies. The contract documents excluding project specific drawings, conditions, and provisions are attached.

PRIOR COUNCIL ACTION:

December 16, 2019 – Council approved Resolution R2019-208 appropriating \$650,000 of Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately 1/2 of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on their current and historical condition, and surface type (i.e. brick, concrete, asphalt, etc.). This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City's yearly street improvement program. Staff then determines what type of improvement would be appropriate for each street.

Project Description

The 2020 project will perform mill and overlay work along W. 1st Drive between S. Main Street and Franklin Street Road, along with E. Prairie Street from N. Hilton Street to N. Jasper Street. These roads show signs of surface fatigue due to age. The surface needs to be replaced before defects further degrade the road's base. In addition to the mill and overlays, pavement patching will be performed along portions of E. Hickory Point Road and W. Mound Road. Crack sealing will be performed along various streets in the City. In total, 3.04 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project.

The proposed street list for Street Restoration is as follows (see attached location map):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
W. 1 st Drive	S. Main Street	Franklin Street Road	Mill and Overlay	1,018	0.39
E. Prairie Street	N. Hilton Street	N. Jasper Street	Mill and Overlay	1,587	0.60
			Total Length	2,605	0.99

The proposed locations for patching as part of the Street Restoration project are as follows:

Street	Location	Length (feet)	Length (Lane Miles)
E. Hickory Point Rd.	Between the old R.R. right-of-way and Sawyer Road	3,850	1.46
W. Mound Road	Between IL Route 121 and Westlawn Avenue	1,570	0.59
	Total Length	5,420	2.05

The proposed locations for other miscellaneous work are as follows:

Street	Location	Description
E. Mound Road	Between Constant View Drive and IL Route 48	Crack Filling
N. Jasper Street	Between Sangamon Street and Condit Street	Crack Filling
W. King Street	Between Taylor Avenue and McClellan Avenue	Pavement Striping

Letting Results

The project scope and specifications were prepared by the Engineering Division and approved by the Illinois Department of Transportation (IDOT) for the use of Motor Fuel Tax funds. The project was advertised on February 5, 2020 and February 12, 2020, and bids were opened on February 19, 2020. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	Compared to Engineer's Est. Over (Under)
Dunn Company	\$725,828.42	3.07%
Engineer's Estimate	\$704,193.93	-----

Three contractors took out bid packages and only one submitted a bid. Dunn Company provided the lowest responsible bid at 3.07% over the engineer's estimate. Dunn Company has successfully completed many jobs of this type for the City. Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation for final approval in accordance with the rules governing the disbursement of State Motor Fuel Tax funds.

SCHEDULE:

Following approval of the contract by the City Council the contracts will be forwarded to the Illinois Department of Transportation (IDOT) in Effingham for approval. Work on this project shall begin after a "Notice to Proceed" has been issued from the City. The Street Restoration project is scheduled to be complete by early July 2020.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for a majority of this project is allocated in the State Motor Fuel Tax Fund. Culvert and catch basin reconstruction and adjustments will be funded out of the Storm Water Fund (\$6,987.20). Manhole adjustments will be funded out of the Sanitary Sewer Fund (\$3,135). Water service and valve box replacements will be funded out of the Water Main Replacement Fund (\$76,720.60). It is proposed that a total project expenditure of \$775,000 be authorized which includes \$629,961.21 of State Motor Fuel Tax money already allocated. This amount represents the low bid amount of \$725,828.42 plus \$49,171.58 for project contingencies.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

MINORITY PARTICIPATION GOALS ON STATE MOTOR FUEL TAX FUNDED PROJECTS:

The City receives State Motor Fuel Tax funds which are used to perform contract maintenance on streets and bridges on a regular basis. The expenditure of State MFT funds is highly regulated by the Illinois Department of Transportation. The City's minority participation goals may not be applied to State MFT projects.

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

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Matthew Newell, Public Works Director and Griffin Enyart, Assistant City Engineer. Matthew Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

LEGAL REVIEW: The plans and specifications for the Street Restoration project were forwarded to Legal on January 9, 2020.

Attach: 3

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH DUNN COMPANY, A DIVISION OF
TYROLT, INC. FOR ANNUAL STREET RESTORATION,
CITY PROJECT 2020-08**

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

Section 1. That the tabulation of bids received for City Project 2020-08, Street Restoration project be, and they are hereby, received and placed on file.

Section 2. That the bid of Dunn Company, a Division of Tyrolt, Inc. be accepted, and a contract awarded accordingly, and that said contract between Dunn Company and the City of Decatur is for a total amount of \$775,000.00.

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 Dunn Company, a Division of Tyrolt, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$775,000.00.

PRESENTED and ADOPTED this 24th day of February, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

RETURN WITH BID
EXHIBIT A



Illinois Department
of Transportation

Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Macon
City of Decatur
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various Streets
SECTION NO. 20-00008-00-FP
TYPES OF FUNDS Motor Fuel Tax

☒ SPECIFICATIONS (required)

☒ PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date 1-27-20

Department of Transportation

☒ Released for bid based on limited review

Jeffrey P. Myers
Regional Engineer

Date 1-28-2020

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**

PROPOSAL SUBMITTED BY <u>DUNN COMPANY, A</u> <u>DIVISION OF TYROLT, INC.</u>		
Contractor's Name		
<u>724 N. MERCEER STREET</u>		
Street	P.O. Box	
<u>DECATUR, IL</u>	<u>62522</u>	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Macon

City of Decatur

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various Streets

SECTION NO. 20-00008-00-FP

TYPES OF FUNDS Motor Fuel Tax

☒ SPECIFICATIONS (required)

☒ PLANS (required)

For Municipal Projects
Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation

☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

NOTICE TO BIDDERS

County Macon
 Local Public Agency City of Decatur
 Section Number 20-00008-00-FP
 Route Various Streets

Sealed proposals for the improvement described below will be received at the office of Purchasing Division,
1 Gary K. Anderson Plaza, Decatur, IL 62523 until 10:30 AM on February 19, 2020
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Engineering
1 Gary K. Anderson Plaza, Decatur, IL 62523 at 10:30 AM on February 19, 2020
 Address Time Date

DESCRIPTION OF WORK

Name Street Restoration Project Length: 8025.00 feet (1.52 miles)
 Location Various Streets as shown in the location maps
 Proposed Improvement Mill and overlay resurfacing with base failure patching. Crack filling in various locations

1. Plans and proposal forms will be available in the office of Decatur Blueprint, Inc., 230 W. Wood Street
Decatur IL 62523 IDOT Certificate of Eligibility Required
 Address

2. ☒ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. BLR 12325: Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
 - e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule 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 scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

PROPOSAL

County Macon
 Local Public Agency City of Decatur
 Section Number 20-00008-00-FP
 Route Various Streets

1. Proposal of DUNN COMPANY, A DIVISION OF TYROLT, INC.

for the improvement of the above section by the construction of Street Restoration, City Project 2020-08
Mill and overlay resurfacing with base failure patching. Crack filling in various
locations.

a total distance of 8025.00 feet, of which a distance of 8025.00 feet, (1.520 miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Decatur Engineering Division
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 07/03/2020
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:

City of Decatur Treasurer of _____
 The amount of the check is BID BOND IS ATTACHED (—).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number 20-00008-00-FP _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full
 amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.



Illinois Department of Transportation

SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County Macon
Local Public Agency City of Decatur
Section 20-00008-00-FP
Route Various Streets

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements
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Item No.	Items	Unit	Quantity	Unit Price	Total
20800150	TRENCH BACKFILL	CU YD	30	\$ 53.90	\$ 1,617.00
20600200	GRANULAR EMBANKMENT, SPECIAL	CU YD	240.54	\$ 88.40	\$ 21,243.74
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1443.3	\$ 5.45	\$ 7,865.99
28000500	INLET AND PIPE PROTECTION	EACH	20	\$ 150.00	\$ 3,000.00
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	4808.78	\$ 0.75	\$ 3,606.59
40600982	HMA SURFACE REMOVAL - BUTT JOINT	SQ YD	96.22	\$ 65.00	\$ 6,254.30
40600990	TEMPORARY RAMP	SQ YD	239	\$ 12.50	\$ 2,987.50
40603080	HMA BINDER COURSE, IL-19, N50	TON	284.89	\$ 119.50	\$ 34,044.36
40603310	HMA SURFACE COURSE, MIX "C", N50	TON	1408.89	\$ 116.50	\$ 164,135.69
42300200	PCC DRIVEWAY PVMT, 6"	SQ YD	24	\$ 126.50	\$ 3,036.00
42400200	PCC SIDEWALK 5 INCH	SQ FT	2211.5	\$ 13.53	\$ 29,921.60
42400800	DETECTABLE WARNINGS	SQ FT	160	\$ 41.80	\$ 6,688.00
44000157	HMA SURFACE REM, 2 INCH	SQ YD	11307.85	\$ 4.60	\$ 52,016.11
44000100	PAVEMENT REMOVAL, 12"	SQ YD	1443.3	\$ 22.30	\$ 32,185.59
44000200	DRIVEWAY PAVEMENT REM	SQ YD	24	\$ 30.80	\$ 739.20
44000600	SIDEWALK REMOVAL	SQ FT	2211.5	\$ 3.30	\$ 7,297.95
44001700	COMBINATION CONC CURB AND GUTTER REM AND REPL	FOOT	309.5	\$ 99.00	\$ 30,640.50
44200944	CLASS B PATCHES, TYPE IV, 8 INCH	SQ YD	220.8	\$ 166.10	\$ 36,674.88
44200966	CLASS B PATCHES, TYPE II, 10 INCH	SQ YD	56.3	\$ 181.00	\$ 10,228.10
44200994	CLASS B PATCHES, TYPE II, 12 INCH	SQ YD	75.3	\$ 198.00	\$ 14,909.40

Bidder's Proposal for making Entire Improvements

BLR 12200a (Rev. 01/24/19)
Page 167 of 510

CONTRACTOR CERTIFICATIONS

County	<u>Macon</u>
Local Public Agency	<u>City of Decatur</u>
Section Number	<u>20-00008-00-FP</u>
Route	<u>Various Streets</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.
3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Macon
 Local Public Agency City of Decatur
 Section Number 20-00008-00-FP
 Route Various Streets

(If an individual)

Signature of Bidder _____
 Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name DUNN COMPANY, A
DIVISION OF TYRALT INC.

Signed By David W. Tyralt
DAVID W. TYRALT President

Business Address 724 N. MERCER STREET
DECATUR, IN. 462522

Insert Names of Officers



President DAVID W. TYRALT

Secretary ROBERT E. DUNN

Treasurer DAVID M. PECK

Attest:

DAVID M. PECK

DAVID M. PECK, Secretary TREASURER



RETURN WITH BID

Route Various Streets
County Macon
Local Agency City of Decatur
Section 20-00008-00-FP

PAPER BID BOND

WE Dunn Company as PRINCIPAL,
and United Fire & Casualty Company as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th day of February, 2020

Principal

Dunn Company

(Company Name)

By: David W. Tyroct
DAVID W. TYROCT, PRESIDENT
(Signature and Title)

(Company Name)

By: _____
(Signature and Title)

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

Surety

United Fire & Casualty Company

(Name of Surety)

By: Blake E. Allison
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF Macon

I, Catherine L Ater, a Notary Public in and for said county,
do hereby certify that Blake E Allison

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 19th day of February, 2020

My commission expires May 7, 2023

Catherine L Ater

(Notary Public)

OFFICIAL SEAL

CATHERINE L ATER

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY, 07, 2023

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN J BREHENY, RANDY S CANNADY, TIM R PATTON, JAMES D. MORGASON, DANIEL A MARTINI, BLAKE E ALLISON, RANDY S TAYLOR, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2017

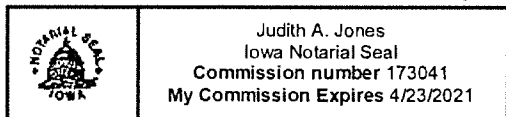


UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Notary Public
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 19th day of February, 2020.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UFI & FIC
Page 17 of 510



Return with Bid

Route Various Streets
County Macon
Local Agency City of Decatur
Section 20-00008-00-FP

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

** PLEASE SEE ATTACHED DUNN COMPANY
APPRENTICESHIP & TRAINING PROGRAMS
DOCUMENT **



A Division of Tyrolt, Inc.

PAVING • MILLING • STABILIZATION

APPRENTICESHIP & TRAINING PROGRAMS

Dunn Company is a participant in the following Apprenticeship & Training Programs:

Laborers:

United States Department of Labor – Bureau of Apprenticeship approved Apprentice & Training Program for the trade of Construction Craft Laborer through the Laborers' International Union of North America and Illinois Laborers & Contractors Joint Apprenticeship & Training Program, R.R. 3, Mt. Sterling, IL 62353

Operators:

Apprenticeship and Skill Improvement Program, Operating Engineer Local #150, 19800 W. South Arsenal Road, Wilmington, IL 60481

Peoria Operating Engineers Area Joint Apprenticeship Committee, Local #649, 6408 W. Plank Road, Peoria, IL 61804

Operating Engineers Apprenticeship and Skill Improvement Committee for Central Illinois, Local #965, 3208 Young Road, Mechanicsburg, IL 62545

International Union of Operating Engineers, Local #841, Apprenticeship and Training Program, P.O. Box 146, Universal, IN 47884

Office of Apprenticeship Training, Bureau of Apprenticeship and Training, Local #520, 516 Engineer Road, Granite City, IL 62040

International Union of Operating Engineers, Local #318 Joint Apprenticeship and Training Program, 8963 Crenshaw Road, Marion, IL 62959

Teamsters:

The Illinois Conference of Teamsters affiliated with the International Brotherhood of Teamsters, Joint Council No. 25 Training Fund.

Documentation of the above may be obtained by calling Dunn Company, (217) 429-4444.

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: DUNN COMPANY, A
DIVISION OF TYROLT INC.
Address: 724 N. MERCER STREET
DELAWARE, FL. 32522

By: David W. Tyrolt
DAVID W. TYROLT (Signature)
Title: PRESIDENT

RETURN WITH BID



Illinois Department
of Transportation

Affidavit of Illinois Business Office

County Macon
Local Public Agency City of Decatur
Section Number 20-00008-00-FP
Route Various Streets

State of ILLINOIS)
) ss.
County of MACON)

I, DAVID W. TYROLT of DECATUR, ILLINOIS,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the PRESIDENT of JUNN COMPANY, A
officer or position DIVISION OF TYROLT, INC. bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, JUNN COMPANY, A
DIVISION OF TYROLT, INC. (bidder) will maintain a
business office in the State of Illinois which will be located in MACON County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

David W. Tyrolt
(Signature)

DAVID W. TYROLT, PRESIDENT
(Print Name of Affiant)

This instrument was acknowledged before me on 13th day of FEBRUARY, 2020.

(SEAL)



Tiffany C. Crow
(Signature of Notary Public)

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF ILLINOIS)
COUNTY OF MACON)^{SS}

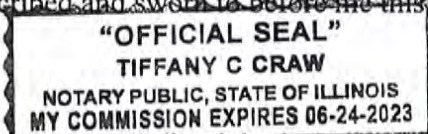
DAVID W. TYROLT, being first duly sworn, deposes and says that they are PRESIDENT (sole owner, partner, president, secretary, etc.) of DUNN COMPANY, A DIVISION OF TYROLT, INC. the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, 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:

David W. Tyrolt
DAVID W. TYROLT, Title PRESIDENT

Subscribed and sworn to before me this 13th day of FEBRUARY, 2020.

(SEAL)



Tiffany C. Crow
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



**Illinois Department
of Transportation**

Certificate of Eligibility

Dunn Company
724 North Mercer Street DECATUR, IL 62522

Contractor No 1550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EAC-1 CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$58,183,000.00

001	EARTHWORK	\$1,625,000
003	HMA PLANT MIX	\$12,150,000
006	CLEAN & SEAL CRACKS/JOINTS	\$500,000
007	SOIL STABILIZATION & MOD.	\$7,625,000
032	COLD MILL PLAN & ROTOMILL	\$5,625,000
042	COLD (IN-PLACE) RECYCLING	\$9,650,000
08A	AGGREGATE BASES & SURF. (A)	\$3,825,000
15A	COVER & SEAL COATS (A)	\$3,850,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/29/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/2/2019.

Jim Bell
Engineer of Construction



DUNNCOM-01

RTAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2020

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

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

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Randy Taylor		
	PHONE (A/C, No, Ext): (217) 877-3344 3249	FAX (A/C, No): (217) 877-0795	
	E-MAIL ADDRESS: rtaylor@firstmid.com		
INSURED Dunn Company, a Division of Tyrolt Inc 724 North Mercer Decatur, IL 62522	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual Insurance Company		15350
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		A210838	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A210838	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A210838	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A210843	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			A210838	1/1/2020	1/1/2021	Limit 690,000
A	Installation Floater			A210838	1/1/2020	1/1/2021	Limit 35,000

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

Re: Various Streets, Macon County, Section 20-00008-00-FP

City of Decatur and Various Streets, Macon County, Section 20-00008-00-FP are named as additional insureds under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

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

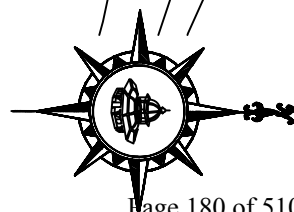
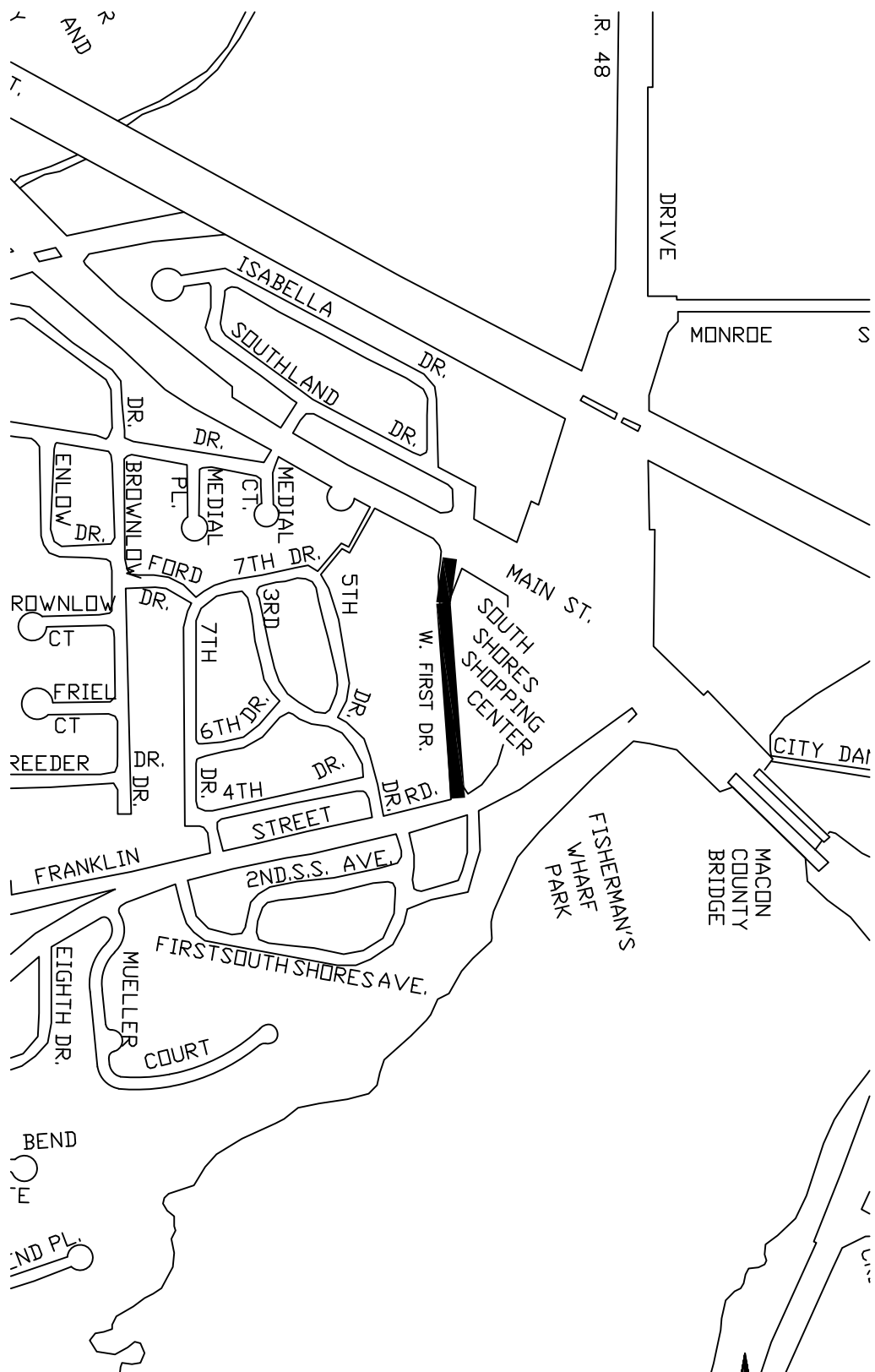
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

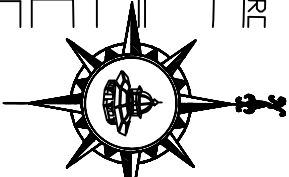
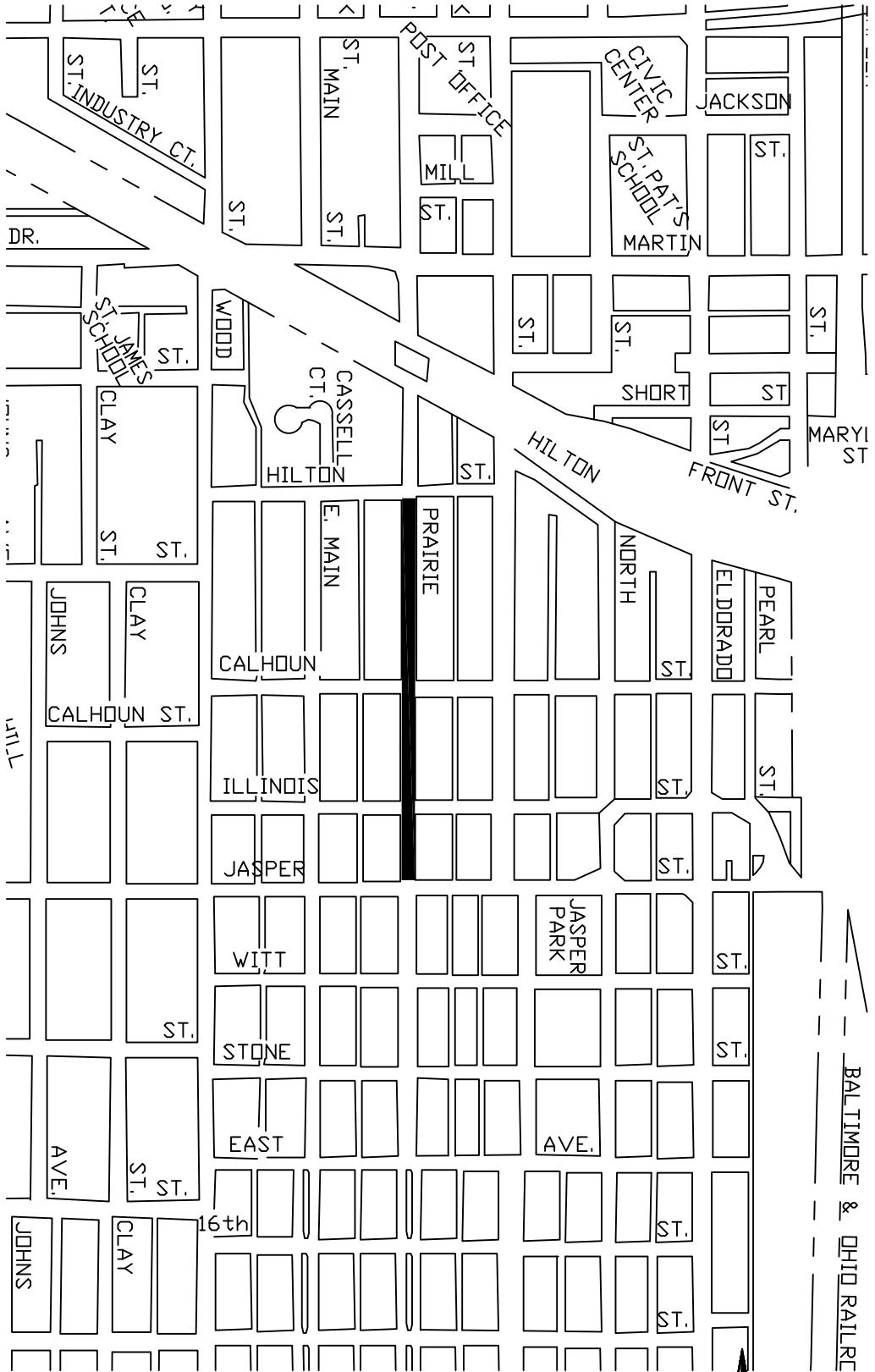
AUTHORIZED REPRESENTATIVE

Project Name: Annual Street Restoration Project Number: 2020-08 Bid Date: February 19, 2020 Time: 10:30 a.m. Fund: State MFT Organization Code: 46484606 Object Code: 489070				Engineer's Estimate City Engineering Division		Dunn Company, A Division of Tyrolt, Inc. 724 N. Mercer Street Decatur, IL 62522	
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Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	30	CU YD	\$55.00	\$1,650.00	\$53.90	\$1,617.00
20600200	GRANULAR EMBANKMENT, SPECIAL	240.54	CU YD	\$60.00	\$14,432.40	\$88.40	\$21,263.74
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	1443.3	SQ YD	\$10.00	\$14,433.00	\$5.45	\$7,865.99
28000500	INLET AND PIPE PROTECTION	20	EACH	\$50.00	\$1,000.00	\$150.00	\$3,000.00
40600290	BITUMINOUS MATERIAL (TACK COAT)	4808.78	POUND	\$0.72	\$3,462.32	\$0.75	\$3,606.59
40600982	HMA SURFACE REMOVAL - BUTT JOINT	96.22	SQ YD	\$40.00	\$3,848.80	\$65.00	\$6,254.30
40600990	TEMPORARY RAMP	239	SQ YD	\$16.00	\$3,824.00	\$12.50	\$2,987.50
40603080	HMA BINDER COURSE, IL-19, N50	284.89	TON	\$120.00	\$34,186.80	\$119.50	\$34,044.36
40603310	HMA SURFACE COURSE, MIX "C", N50	1408.89	TON	\$112.00	\$157,795.68	\$116.50	\$164,135.69
42300200	PCC DRIVEWAY PAVEMENT, 6"	24	SQ YD	\$88.00	\$2,112.00	\$126.50	\$3,036.00
42400200	PCC SIDEWALK 5 INCH	2211.5	SQ FT	\$13.50	\$29,855.25	\$13.53	\$29,921.60
42400800	DETECTABLE WARNINGS	160	SQ FT	\$38.50	\$6,160.00	\$41.80	\$6,688.00
44000157	HMA SURFACE REMOVAL, 2 INCH	11307.85	SQ YD	\$4.50	\$50,885.33	\$4.60	\$52,016.11
44000100	PAVEMENT REMOVAL, 12"	1443.3	SQ YD	\$10.00	\$14,433.00	\$22.30	\$32,185.59
44000200	DRIVEWAY PAVEMENT REMOVAL	24	SQ YD	\$20.50	\$492.00	\$30.80	\$739.20
44000600	SIDEWALK REMOVAL	2211.5	SQ FT	\$3.00	\$6,634.50	\$3.30	\$7,297.95
44001700	COMB CONC CURB AND GUTTER REM & REPL	309.5	FOOT	\$59.50	\$18,415.25	\$99.00	\$30,640.50
44200944	CLASS B PATCHES, TYPE IV, 8 INCH	220.8	SQ YD	\$160.00	\$35,328.00	\$166.10	\$36,674.88
44200966	CLASS B PATCHES, TYPE II, 10 INCH	56.3	SQ YD	\$170.00	\$9,571.00	\$187.00	\$10,528.10
44200994	CLASS B PATCHES, TYPE II, 12 INCH	75.3	SQ YD	\$190.00	\$14,307.00	\$198.00	\$14,909.40
44200998	CLASS B PATCHES, TYPE III, 12 INCH	48	SQ YD	\$190.00	\$9,120.00	\$187.00	\$8,976.00
44201000	CLASS B PATCHES, TYPE IV, 12 INCH	25.3	SQ YD	\$190.00	\$4,807.00	\$181.50	\$4,591.95
44201297	DOWEL BARS 1 INCH	92	EACH	\$19.80	\$1,821.60	\$19.80	\$1,821.60
44201299	DOWEL BARS 1 1/2 INCH	179	EACH	\$19.80	\$3,544.20	\$19.80	\$3,544.20
44213200	SAWCUTS	2065.5	FOOT	\$5.50	\$11,360.25	\$5.50	\$11,360.25
44213208	TIE BARS, 1 1/4 INCH	421	EACH	\$16.50	\$6,946.50	\$16.50	\$6,946.50
44300100	AREA REFLECTIVE CRACK CTRL TREAT, SYS A	1893.42	SQ YD	\$10.00	\$18,934.20	\$6.30	\$11,928.55
45100200	CRACK FILLING	13195.6	POUND	\$6.00	\$79,173.60	\$3.50	\$46,184.60
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	707	TON	\$50.00	\$35,350.00	\$42.20	\$29,835.40
50105220	PIPE CULVERT REMOVAL	28	FOOT	\$25.00	\$700.00	\$70.40	\$1,971.20
54262724	METAL FLARED END SECTIONS 24"	2	EACH	\$600.00	\$1,200.00	\$330.00	\$660.00
542D0229	PIPE CULVERT, CORRUGATED STEEL, TY1, 24"	28	FOOT	\$100.00	\$2,800.00	\$124.30	\$3,480.40
60250600	CATCH BASIN TO BE ADJ. W/ NEW TY3 F&G	1	EACH	\$2,000.00	\$2,000.00	\$3,025.00	\$3,025.00
60254300	CATCH BASIN TO BE RECON. W/ NEW TYPE 3 F&G	2	EACH	\$3,500.00	\$7,000.00	\$3,437.50	\$6,875.00
60255800	MANHOLES TO BE ADJ. W/ NEW TY1 FR, CL LID	1	EACH	\$3,100.00	\$3,100.00	\$3,135.00	\$3,135.00
60300410	VALVE BOX FRAMES TO BE ADJ. W/ NEW FR	5	EACH	\$3,000.00	\$15,000.00	\$2,915.00	\$14,575.00
70300100	SHORT TERM PAVEMENT MARKING	333	FOOT	\$1.00	\$333.00	\$2.10	\$699.30
70300150	SHORT TERM PAVEMENT MARKING REM	111	SQ FT	\$2.30	\$255.30	\$6.60	\$732.60
78000100	THERMOPLASTIC PAVEMENT MARKING L&S	187.2	SQ FT	\$7.20	\$1,347.84	\$12.10	\$2,265.12
78000400	THERMOPLASTIC PAVEMENT MARKING 6 INCH	3863	FOOT	\$1.75	\$6,760.25	\$2.45	\$9,464.35
78000500	THERMOPLASTIC PAVEMENT MARKING 8 INCH	57	FOOT	\$2.00	\$114.00	\$3.93	\$224.01
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	97	FOOT	\$6.88	\$667.36	\$11.77	\$1,141.69
88600100	DETECTOR LOOP, TYPE I	584	FOOT	\$45.00	\$26,280.00	\$48.10	\$28,090.40
X0001000	PCC SIDEWALK WALL	63	FOOT	\$60.50	\$3,811.50	\$137.50	\$8,662.50
X0327678	EXPLORATORY EXCAVATION	7	EACH	\$500.00	\$3,500.00	\$495.00	\$3,465.00
X5620001	3/4" COPPER SERVICE, BORED	227	FOOT	\$83.00	\$18,841.00	\$108.90	\$24,720.30
X5620010	DISCONNECT WATER SERVICE	1	EACH	\$1,400.00	\$1,400.00	\$1,897.50	\$1,897.50
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	7	EACH	\$1,700.00	\$11,900.00	\$1,787.50	\$12,512.50
X5650002	CORPORATION STOP REPLACE	3	EACH	\$1,100.00	\$3,300.00	\$1,210.00	\$3,630.00
TOTAL BIDS (AS CORRECTED)				\$704,193.93		\$725,828.42	
Percent Over Under ENGINEER'S ESTIMATE						3.07%	

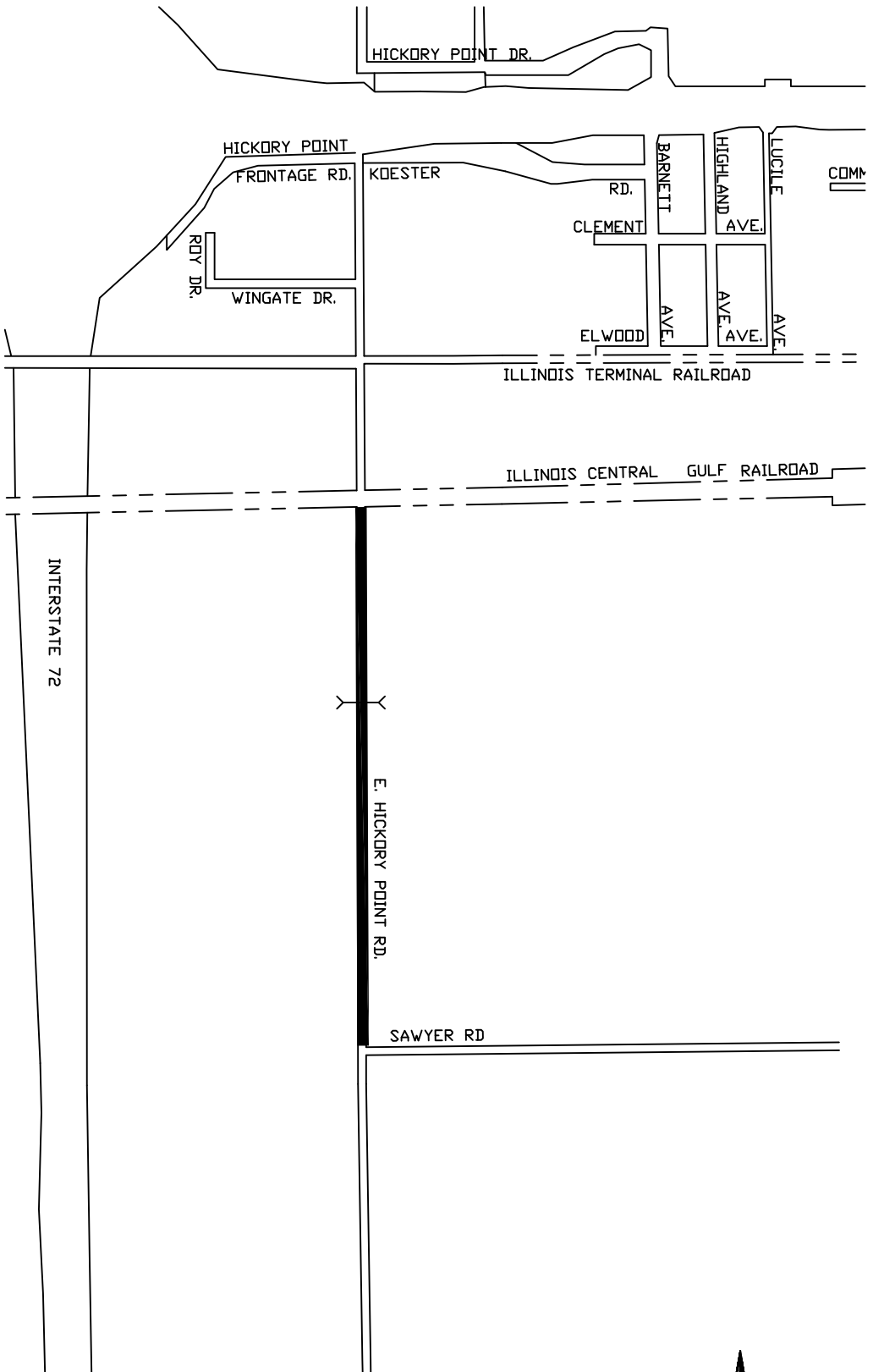
 Paul E. Caswell, P.E., City Engineer	 Date
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LEGEND

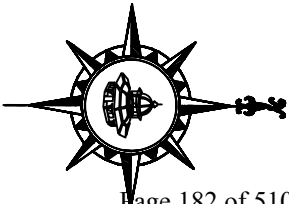
PRAIRIE ST - 2" MILL & HMA SURFACE COURSE



LEGEND

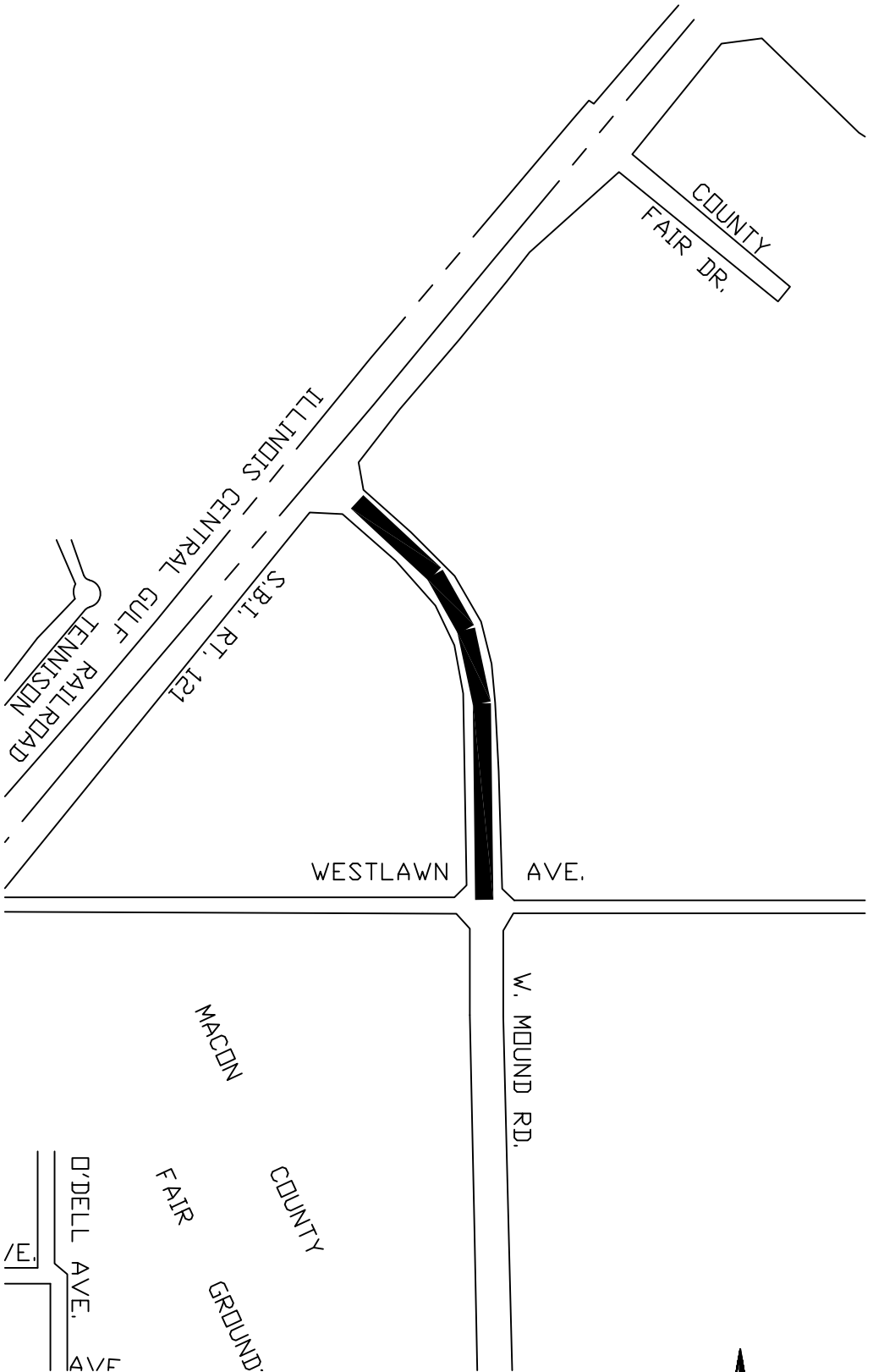
 E. HICKORY POINT RD. - SPECIAL HMA PATCHES

 PIPE CULVERT REMOVE AND REPLACE

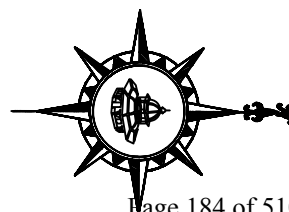
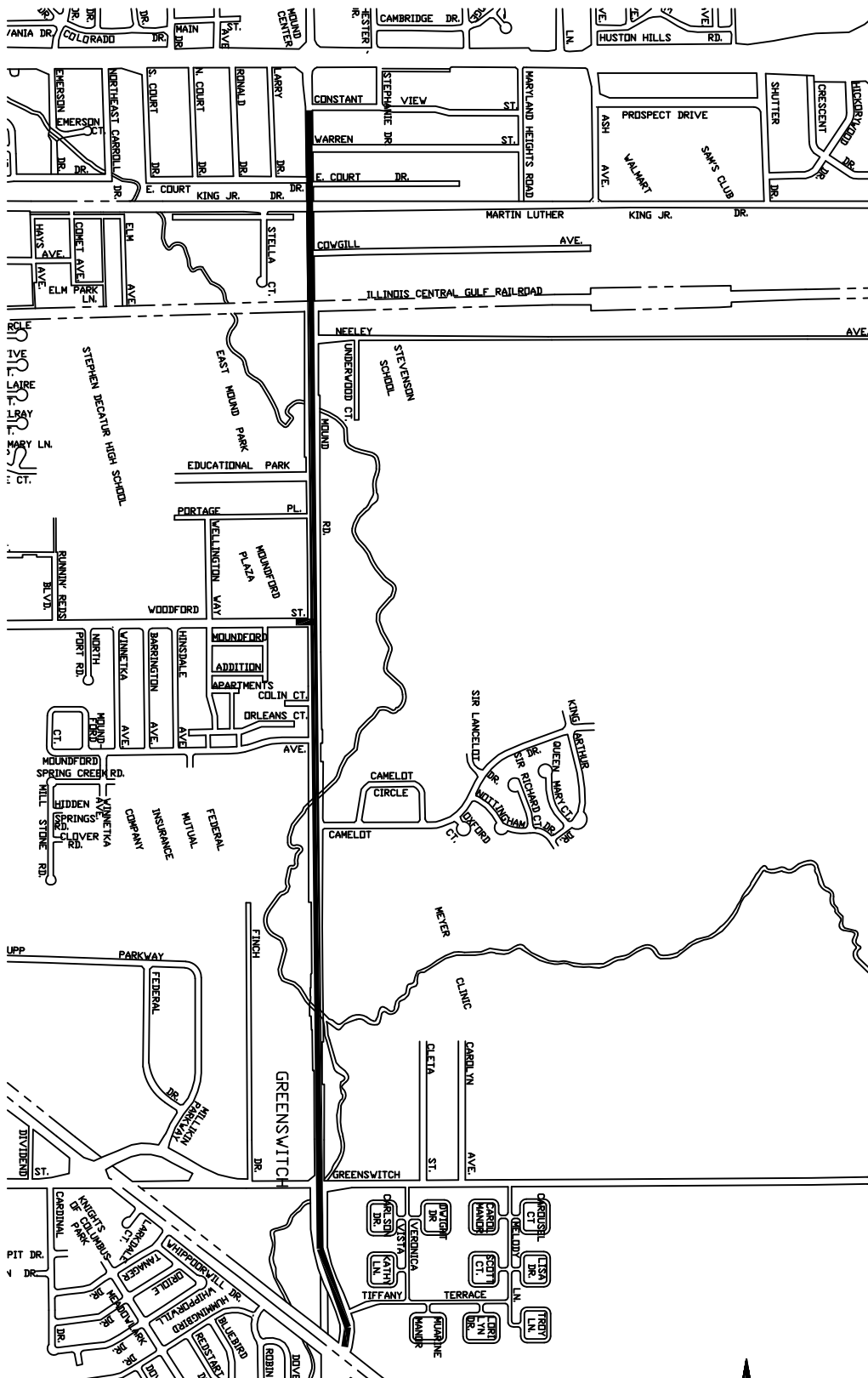


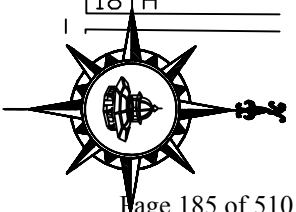
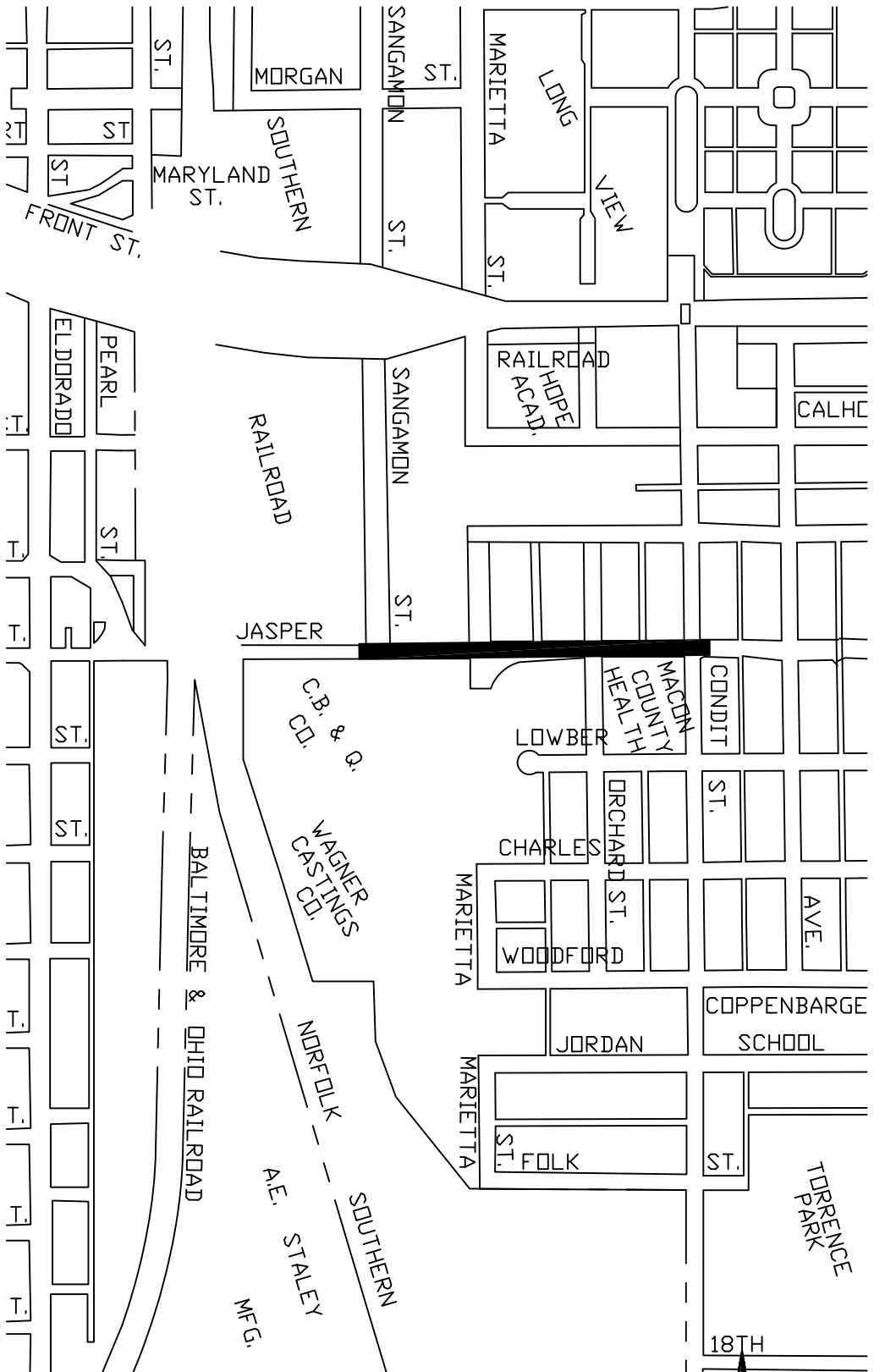
W. MOUND RD. - SPECIAL HMA PATCHES

LEGEND



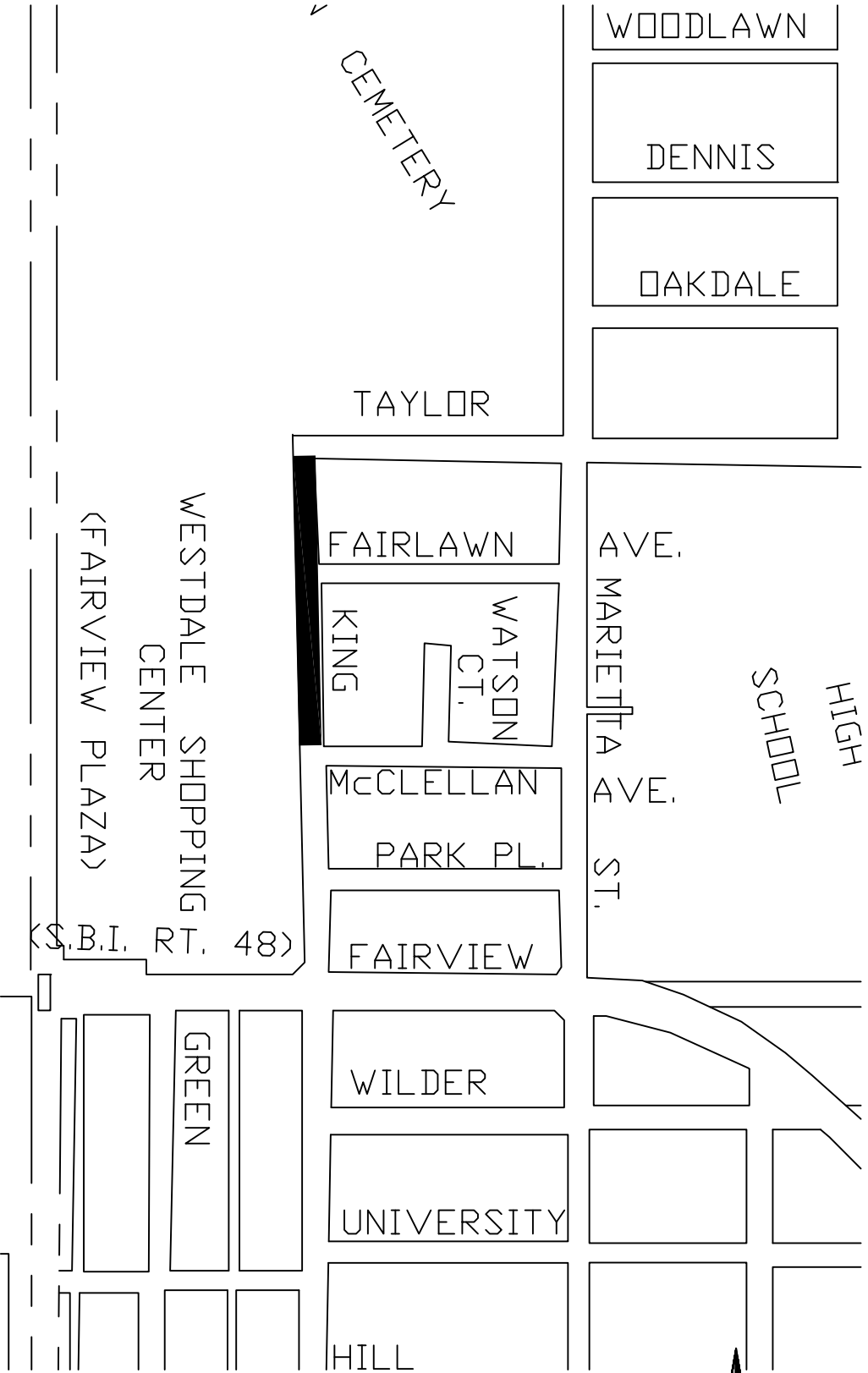
E. MOUND RD. CRACK FILLING





LEGEND

N. JASPER ST. CRACK FILLING



LEGEND

W. KING ST. NORTH LANE EDGE STRIPING

Public Works

DATE: 2/19/2020

MEMO: 2020-37

TO: Honorable Mayor Moore Wolfe and City Council

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 Dunn Company, A Division of Tyrolt, Inc. for 2020 Local Motor Fuel Tax Street Improvement Project, City Project 2020-25.

SUMMARY RECOMMENDATION: Please see attached Council Memorandum 2020-37 and related documents for City Project 2020-25, 2020 Local Motor Fuel Tax Street Improvement Project. These local road segments are proposed for approval in accordance with previous capital improvement schedules for the same included in the budget.

ATTACHMENTS:

Description	Type
2020-37 Memo	Cover Memo
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc., for 2020 Local Motor Fuel Tax Street Improvement Project, City Project 2020-25	Resolution Letter
Council Bid Tab	Backup Material
Location Maps	Backup Material

**Public Works Memorandum
NO. 2020-37**

DATE: February 6, 2020

TO: Honorable Mayor Moore Wolfe and City Council

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 Dunn Company, A Division of Tyrolt, Inc. for 2020 Local Motor Fuel Tax Street Improvement Project, City Project 2020-25

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the 2020 Local Street Improvement Project, City Project 2020-25, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$1,384,051.64 and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

February 16, 2016 – Council approved adding Chapter 51.4 of the City Code establishing a Local Motor Fuel Tax to be used to generate revenue for the construction and maintenance of municipal streets and extensions, sidewalk repairs and maintenance, curbing, grade separations and approaches and engineering services related to those items.

September 23, 2019 - Public Works presented information on the Local Street Improvement Project as part of the Public Works Capital Improvement Plan

November 4, 2019 – Public Works presented information on the Local Street Improvement Project as part of the Public Works 2020 Budget Review.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately 1/2 of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on their current and historical condition, and surface type (i.e. brick, concrete, asphalt, etc.). This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City's yearly street improvement project. The City Council has requested that Local Motor Fuel Tax funds should only be used on residential streets. Staff then determines what type of improvement would be appropriate for each street.

Project Description

The 2020 Local Street Improvement project will perform asphalt milling and overlay work along streets that have surface distresses where replacing the surface will help prevent costlier repairs in the future. One Change has been made to the list as presented to the City Council, Marietta Street from Jordan to Folk was originally a part of the project that was bid; however, a new sewer project along Marietta is being planned for the near future. It is best to defer reconstruction of Marietta until after the sewer project is complete. In exchange, 34th Street from Prairie to William Street Road will be added. This street was scheduled for 2021. In total, 2.92 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project.

The proposed street list for Street Improvement is as follows (see attached location maps):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
E. King St.	N. Water St.	N. MLK Jr. Dr.	Mill & Overlay	1,259	0.48
E. Decatur St.	S. MLK Jr. Dr.	S. Maffit St.	Mill & Overlay	1,265	0.48
N. Church St.	W. Grand Ave.	End of Street	Mill & Overlay	2,231	0.85
Regina Rd.	Brown Ave.	Huston Hills Rd.	Asphalt Overlay	694	0.26
N. Jordan St.	E. Marietta St.	E. Condit St.	Reconstruct w/ Full Depth Asphalt and Stabilized Soil	890	0.33
E. Marietta St.	N. Jordan St.	N. Folk St.	Reconstruct w/ Full Depth Asphalt and Stabilized Soil	400	0.15
34 th St.	E. Prairie St.	William Street Rd.	Mill & Overlay	1,365	0.52
Total Length				7,704	2.92

Prior to paving these streets, lead water services will be replaced where they exist. Vacant lots will have their old water services disconnected at the water main.

In addition to the paving on these streets, there will also be asphalt patching done on various miscellaneous streets to repair base failures. There will also be concrete work including sidewalk curb ramps, curb and gutter, and catch basin work.

Letting Results

The project scope and specifications were prepared by the Engineering Division. The project was advertised on January 15, 2020, and bids were opened on February 6, 2020. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Base Bid Price</u>	<u>Sum of Alternate Bids</u>	<u>Total Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Dunn Company	\$1,295,623.99	\$88,427.65	\$1,384,051.64	(1.69%)
Engineer's Estimate	\$1,321,924.58	\$85,988.90	\$1,407,913.48	-----

Two contractors out of the four that attended the pre-bid meeting took out a bid package for the Local Street Improvement Project, and one (1) submitted a bid. Dunn Company provided the lowest responsible bid at 1.69% below the engineer's estimate. The sum of alternate bid prices is for work associated with Regina Rd, Michael Ave, Brown Ave, Marlene Ave, and Huston Hills Rd. in the Windsor Village Neighborhood. These streets were listed as alternates in case bid prices came in favorably. Since the bid prices came in low enough, the alternate bid streets will be a part of this project and the total bid price will be awarded as part of this contract. Dunn Company has successfully completed many jobs of this type for the City.

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

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

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

Subcontracting is not a requirement for City Projects. Dunn Company will self-perform 43.96% of the contract and subcontract out the other 56.04% with 10.25% being performed by Minority Business Enterprises (MBE). This meets the minimum subcontracting goal.

SCHEDULE:

Following approval of the contract by the City Council, work on this project shall begin after a "Notice to Proceed" has been issued from the City. The 2020 Local Street Improvement project is scheduled to be completed in August 2020.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project will come from the Local Motor Fuel Tax Fund, the Water Fund, Sanitary Sewer Fund, and the Storm Sewer Fund. Water service replacements and valve box replacements will be funded from the Water Fund (\$271,386.50). Sanitary sewer manhole replacements will be funded from the Sewer Fund (\$9,075.00). Catch basin reconstructions will be funded from the Storm Sewer Fund (\$24,832.50). It is proposed that a total project expenditure of \$1,384,051.64 be authorized which includes \$1,078,757.64 of Local Motor Fuel Tax and the amounts from the other funds listed. These amounts represent the low bid amount of \$1,384,051.64. Any cost differences between the elimination of Marietta Street and the addition of 34th Street fit within the amount of contingency built into the contract price.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

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

INPUT FROM OTHER SOURCES: None

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

This memorandum was prepared by Griffin Enyart, Assistant City Engineer.

LEGAL REVIEW: The project plans and specifications were forwarded to Legal for review before bidding on January 9, 2020.

Attach: 4

cc: Dunn Company

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH DUNN COMPANY, A DIVISION OF TYROLT, INC. FOR
2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
CITY PROJECT 2020-25**

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

Section 1. That the tabulation of bids received for City Project 2020-25, 2020 Local Motor Fuel Tax Street Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Dunn Company, A Division of Tyrolt, Inc. in the amount of \$1,384,051.64 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 Dunn Company, A Division of Tyrolt, Inc. attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$1,384,051.64.

PRESENTED and ADOPTED this 24th day of February, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

CITY PROJECT 2020-25

January 2020

a project of the



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

FOR BIDDING

CITY OF DECATUR

2020 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT

Julie Moore Wolfe, Mayor

Rodney Walker
Bill Faber
David Horn

Pat McDaniel
Lisa Gregory
Chuck Kuhle

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

CITY OF DECATUR
2020 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT

CITY PROJECT 2020-25

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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 **11:00 A.M., Thursday, February 6, 2020**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT CITY PROJECT 2020-25

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

The placement of approximately 2,000 tons of Hot-Mix Asphalt and 4,000 square yards of soil-cement base course on various streets in the City of Decatur. There will also be about 2,000 feet of curb and gutter, 9,000 square feet of sidewalk, 1,000 square yards of Class B patches. Approximately 74 water services will need to be replaced or disconnected prior to pavement restoration. If chosen, there will be an alternate bid location with additional streets totaling an additional 150 ton of Hot-mix Asphalt with 800 square yards of Class D Patches and Crack Sealing. The work also includes utility adjustments, thermoplastic pavement marking, traffic control, landscaping, and other related work items.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON WEDNESDAY, JANUARY 22, 2020, AT 1:30 P.M. IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturlblue.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.decaturlblue.com	City of Decatur
Plans & Portals	Engineering Division
Public Projects	#1 Gary K. Anderson Plaza
DFS Public Plan Room	Decatur, Illinois 62523

ADVERTISEMENT FOR BIDS

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

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

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

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

REJECTION OF BIDS:

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

January 15, 2020
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2020 Local Motor Fuel Tax Street Improvement Project**

City Project No.: **2020-25**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least 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 www.decaturil.gov/Departments/Public Works /Contractor Project Bid Information. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

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

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

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

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

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

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

BID PROPOSAL
RETURN WITH BID

For Construction of: **2020 Local Motor Fuel Tax Street Improvement Project**

City Project No.: **2020-25**

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
<u>No 1</u>	<u>2-3-2020</u>	<u>DT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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. <u>KINNEY CONTRACTORS</u>	<u>CONCRETE</u>
2. <u>BURDICK PLUMBING</u>	<u>UNDERGROUND UTILITIES</u>
3. <u>D2K TRAFFIC</u>	<u>PAVEMENT MARKINGS</u>
4. <u>MARENCO ENTERPRISES</u> <u>(2ND TIER SUB TO BURDICK)</u>	<u>TRUCKING & EXCAVATION</u>
5. <u>RAMIREZ DIVERSIFIED SERVICES</u> <u>(2ND TIER SUB TO KINNEY)</u>	<u>DEMO & EXCAVATION</u>

2020 Local Motor Fuel Tax
Street Improvement Project
City Project 2020-25
February 3, 2020

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2020 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2020-25
DATED FEBRUARY 3, 2020**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated February 3, 2020, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on January 22, 2020.

AD-1-3 SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS

- 3.01 Sheet 29 from the Designs, Details, and Standard Drawings shall be ~~removed~~ and **replaced** with the attached sheet 29. The new cross section for Marietta and Jordan Streets clarifies depths and shows the HMA surface overlaying the gutter pan.

Please make the proper acknowledgment of **addenda #1** on page 15 of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer: 

Date: 2/3/2020

Pre-Bid Sign-In Sheet

Local MFT Street Improvement Project

City Project 2020-25

January 22nd, 2020 1:30 p.m. Public Works Conference Room

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) DARIN LIPPOLT	Dunn Co.	217-429-4444	P ✓
Email: Lippold@dunnco.com		429-7917	C
2) Ryan Huttes	Otto Baum	217-565-1493	P ✓
Email: ryanhuttes@ottobaum.com			C
3) Griffin Enyart	City	217-424-2747	P ✓
Email: griffin.enyart@decaturil.gov genyart@decaturil.gov			C
4) Paul Casner	City		P
Email:			C
5) JEFF BURDICK	Burdick	217-429-2385	P ✓
Email: jeff@burdickplumbing.com		217-429-9781	C
6) Justin Maxwell	GM Sites	217-322-7321	P
Email: jmaxwell@gmsites.com			C ✓
7) D.J. Mergeson	Dunn Co.	217-429-4444	P ✓
Email: dj.mergeson@dunnco.com		429.7917	C
8) KEX DUMMIERMUTH	CITY	424-2747	P ✓
Email: RDummiermuth@decaturil.gov			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

Pre-bid Meeting Minutes
for
2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

CITY PROJECTS 2020-25

Public Works Conference Room
1:30 p.m., Wednesday, January 22, 2020

I. Introduction

Introductions by Griffin Enyart, Assistant City Engineer. This is a mandatory pre-bid meeting. Only those bidders who are listed on the attendance sheet will be allowed to bid on the project.

II. Project Review

The Project consists of milling and overlaying various City streets, and improving the subbase of Marietta and Jordan Streets by incorporating cement into the soil. There are a considerable number of water services that will need replaced before paving work is done on most of the streets. Class B Patches a required to cap utility cuts and repair base failures before milling the rest of the street. There is an alternate bid location that includes more HMA overlays and Class D patches. There will also be sidewalk and curb work, utility adjustments, and pavement striping.

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Discussion by Paul Caswell, City Engineer)

A. Policy

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

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

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

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

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

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

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

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

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

IV. Other Items

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

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

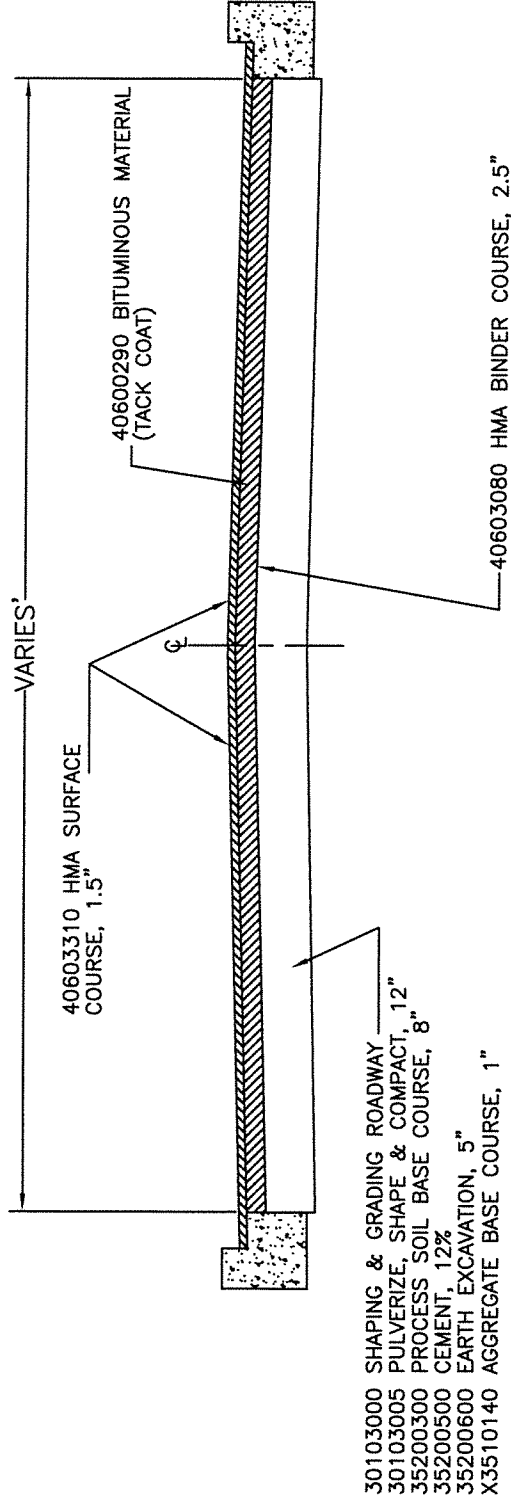
(a) **American Indian or Alaska Native** (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

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

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

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

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



STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	RETURNS (SY)	AREA (SY)
N. Jordan St	E Marietta St	Condit St	890.00	29.00	0.00	2,867.78
E. Marietta St	N Jordan St	N Folk St	400.00	30.00	0.00	1,333.33

CP2020-25 PROPOSED TYPICAL CROSS SECTION
SOIL CEMENT BASE, OVERLAY W/HMA BINDER & SURFACE HMA TYPE C N50

DATE 02-05, 2020(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

37-0901663Business Address &
E-mail Address(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail AddressesNames of All Members of
Firm(If a Corporation)
Corporate NameDUNN COMPANY, A
DIVISION OF TYROLT, INC. (SEAL)

By:

David W. Tyrolt
DAVID W. TYROLT Vice-PresidentBusiness Address &
E-mail Addresses724 N. MERCER STREET
PEORIA, IL 62522

Names of Officers

david.tyrolt@dunnco.comDAVID W. TYROLT
PresidentROBERT E. DUNN
SecretaryDAVID M. PECK
Treasurer

Attest:

Robert E. Dunn
ROBERT E. DUNN, Secretary

BID PROPOSAL
RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2020 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2020-25

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	206.00	\$ 53.90	\$11,103.40
30103000	SHAPING AND GRADING ROADWAY	SQ YD	4201.11	\$ 4.30	\$18,064.77
30103005	PULVERIZE, SHAPE AND COMPACT	SQ YD	4201.11	\$ 4.25	\$17,854.72
35200300	PROCESSING SOIL-CEMENT BASE COURSE, 8 INCH	SQ YD	4201.11	\$ 7.50	\$31,508.33
35200500	CEMENT	100 WT	2855.92	\$ 7.50	\$21,419.40
35200600	EARTH EXCAVATION	CU YD	620.20	\$ 34.10	\$21,148.82
35300700	PORTLAND CEMENT CONCRETE BASE COURSE, 12"	SQ YD	51.00	\$ 143.00	\$7,293.00
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	8517.71	\$ 0.70	\$5,962.40
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	117.54	\$ 39.00	\$4,584.06
40600990	TEMPORARY RAMP	SQ YD	30.56	\$ 27.50	\$ 840.40
40603080	HOT-MIX ASPHALT BINDER COURSE, IL- 19, N50	TON	588.16	\$ 103.30	\$ 60,756.93
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	1598.77	\$ 113.85	\$182,019.96
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	9433.50	\$ 14.30	\$134,899.05
42400800	DETECTABLE WARNINGS	SQ FT	366.00	\$ 39.60	\$14,493.60
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	SQ YD	14727.13	\$ 3.60	\$53,017.67
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	58.80	\$ 19.80	\$1,164.24
44000500	CURB REMOVAL	FOOT	124.00	\$ 19.25	\$2,387.00
44000600	SIDEWALK REMOVAL	SQ FT	9580.50	\$ 4.57	\$43,782.89
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVE AND REPLACE	FOOT	1953.00	\$ 64.90	\$126,749.70

BID PROPOSAL
RETURN WITH BID

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
44200970	CLASS B PATCHES, TYPE II, 10 INCH	SQ YD	390.70	\$121.00	\$47,274.70
44200974	CLASS B PATCHES, TYPE III, 10 INCH	SQ YD	23.20	\$119.00	\$2,760.80
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	SQ YD	670.60	\$117.00	\$78,460.20
44201297	DOWEL BARS, 1 INCH	EACH	452.00	\$20.90	\$9,446.80
44213200	SAWCUTS	FOOT	5135.00	\$5.50	\$28,242.50
44213208	TIE BARS, 1 1/4 INCH	EACH	1024.00	\$17.05	\$17,459.20
550B0040	STORM SEWERS, CLASS B, TYPE 1, 10"	FOOT	20.00	\$82.50	\$1,650.00
55100400	STORM SEWER REMOVAL	FOOT	6.00	\$27.50	\$165.00
60207105	CATCH BASIN TYPE C, TYPE 3 FRAME AND GRATE	EACH	3.00	\$3,300.00	\$9,900.00
60252710	CATCH BASIN TO BE ADJUSTED WITH SPECIAL FRAME AND GRATE	EACH	1.00	\$1,650.00	\$1,650.00
60254300	CATCH BASIN TO BE RECONSTRUCTED WITH NEW TYPE 15 FRAME AND LID	EACH	3.00	\$3,272.50	\$9,817.50
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	3.00	\$3,025.00	\$9,075.00
60300105	FRAME AND GRATES TO BE ADJUSTED	EACH	1.00	\$638.00	\$638.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	EACH	2.00	\$2,942.50	\$5,885.00
60500080	REMOVING CATCH BASINS TO MAINTAIN FLOW	EACH	3.00	\$1,705.00	\$5,115.00
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B	FOOT	109.00	\$58.30	\$6,354.70
78000600	THERMOPLASTIC PAVEMENT MARKING, 12 INCH	FOOT	300.00	\$23.65	\$7,095.00
X0327678	EXPLORATORY EXCAVATION	EACH	29.00	\$495.00	\$14,355.00
X3510140	AGGREGATE BASE COURSE, SPECIAL	TON	239.23	\$47.50	\$11,363.43
X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	53.78	\$39.00	\$2,097.42
X5620001	3/4" COPPER WATER SERVICE, BORED	FOOT	712.00	\$95.70	\$68,138.40
X5620010	DISCONNECT WATER SERVICE	EACH	45.00	\$1,457.50	\$65,587.50

BID PROPOSAL
RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	EACH	29.00	<u>\$1,677.50</u>	<u>\$48,647.50</u>
X5650002	CORPORATION STOP REPLACE	EACH	9.00	<u>\$1,155.00</u>	<u>\$10,395.00</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1.00	<u>\$75,000.00</u>	<u>\$75,000.00</u>
				TOTAL BASE BID	<u>\$1,295,623.99</u>

ALTERNATE BID A (Regina Rd, Michael Ave, Brown Ave, Marlene Ave, and Huston Hills)

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	520.50	<u>\$0.70</u>	<u>\$364.35</u>
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	48.58	<u>\$137.70</u>	<u>\$6,689.47</u>
40600982	HOT-MIX ASPHALT SURFACE REMOVAL-BUTT JOINT	SQ YD	6.67	<u>\$39.00</u>	<u>\$260.13</u>
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	97.16	<u>\$113.85</u>	<u>\$11,061.67</u>
44201705	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	22.80	<u>\$91.80</u>	<u>\$2,093.04</u>
44201709	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	62.00	<u>\$75.15</u>	<u>\$4,659.30</u>
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	681.60	<u>\$68.40</u>	<u>\$46,621.44</u>
45100200	CRACK FILLING	POUND	1924.20	<u>\$4.25</u>	<u>\$8,177.85</u>
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	TON	17.56	<u>\$160.00</u>	<u>\$2,809.60</u>
78000400	THERMOPLASTIC PAVEMENT MARKING, 6 INCH	FOOT	1388.00	<u>\$4.10</u>	<u>\$5,690.80</u>
				TOTAL ALT A BID	<u>\$88,427.65</u>
				TOTAL BASE + ALT A BID	<u>\$1,384,051.64</u>



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	02-05-2020	Project Title:	2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$1,295,623.99 (BASE BID)	Project Number:	2020-25

Section I: Prime Contractor Information

Prime Contractor: DUNN COMPANY, A DIVISION OF TYROLT, INC.
Address: 724 N. MERCER STREET
Decatur, IL 62522
Phone: (217) 429-4444
Contact Person: DAVID W. TYROLT
Email: david.tyrolt@dunnco.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
BURDICK PLUMBING	NON-MBE	\$191,239.00	14.76%	UNDERGROUND UTILITIES
KINNEY CONTRACTORS	NON-MBE	\$401,972.28	31.03%	CONCRETE
DZK TRAFFIC	MBE	\$6,450.00	0.50%	PAVEMENT MARKINGS
JAMES COX TRUCKING, INC.	MBE	\$4,100.00	0.32%	TRUCKING
SMODDIES TRUCKING	MBE	\$4,050.00	0.31%	TRUCKING
MARENCO ENT. (2ND TIER SUB TO KINNEY)	MBE	\$47,054.00	3.63%	TRUCKING & EXCAVATION
RAMIREZ DIVERSIFIED SERVICES (2ND TIER SUB TO KINNEY)	MBE	\$71,161.90	5.49%	DEMO & EXCAVATION
Totals		\$726,027.18	56.04%	

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
MARENCO ENTERPRISES	DEMO & TRUCKING	WAS NOT LOWEST RESPONSIBLE QUOTATION.

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

Dunn Company MBE Participation Outreach
City of Decatur 2020 Local Motor Fuel Tax Improvement Project, City Project #2020-25

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
O	Community Outreach	Herald & Review Newspaper	1/23/20 1:55 PM	Tiffany Crow	Email	Outreach	N/A	Dunn Company placed ad requesting MBE quotes for specific scopes of work. Dates of publication 01/25/20 - 01/27/20.
O	Community Outreach	Black Chamber of Commerce of Illinois	1/30/20 9:45 AM	Tiffany Crow	Email	Outreach	N/A	Sent email to Anthony Walker for MBE subcontractor referrals.
O	Community Outreach	Black Chamber of Commerce of Illinois	2/7/20 11:18 AM	Tiffany Crow	Phone	Outreach	N/A	Called to follow up on MBE subcontractor referrals. Phone number in Normal, IL has been disconnected.
O	Community Outreach	Black Chamber of Commerce of Illinois	2/4/20 5:57 PM	Tiffany Crow	Email	Outreach	N/A	Received email from Tamarra Fuller stating that they would get right on to our request.
O	Community Outreach	Peoria, Illinois Black Chamber of Commerce	1/30/20 10:20 AM	Tiffany Crow	Email	Outreach	N/A	Sent email to Kenya Fischer for MBE subcontractor referrals.
O	Community Outreach	Peoria, Illinois Black Chamber of Commerce	2/4/20 11:06 AM	Tiffany Crow	Phone	Outreach	N/A	Called and spoke to Mike regarding email I sent Kenya last week. He mentioned that she was out of the office, but they would get back with me this afternoon.
O	Community Outreach	Metro Black Chamber of Commerce	1/30/20 9:50 AM	Tiffany Crow	Email	Outreach	N/A	Sent email to Pat West for MBE subcontractor referrals. Received undeliverable auto reply message.
O	Community Outreach	Metro Black Chamber of Commerce	1/30/20 10:03 AM	Tiffany Crow	Phone	Outreach	N/A	Called and left a voicemail message to get correct email address.
O	Community Outreach	Metro Black Chamber of Commerce	1/30/20 12:28 PM	Tiffany Crow	Email	Outreach	N/A	Received voicemail message from Pat West with correct email address. Resent initial email for MBE subcontractor referrals.
O	Community Outreach	Metro Black Chamber of Commerce	2/4/20 10:57 AM	Tiffany Crow	Phone	Outreach	N/A	Spoke to Pat West regarding MBE referrals. She mentioned she did send out to individuals letting them know of opportunities on her end.
W	Concrete	All Area Construction Services	1/27/20 3:29 PM	Tiffany Crow	Phone	RFQ	Yes	Spoke to Kevin Cooper regarding concrete work.
W	Concrete	All Area Construction Services	1/27/20 3:31 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for concrete subcontractor opportunity.
W	Concrete	All Area Construction Services	1/29/20 4:13 PM	Tiffany Crow	In Person	RFQ	Yes	Met with Kevin Cooper in office. He handed in budget pricing to see if he was in the ball park.
W	Concrete	All Area Construction Services	1/30/20 2:10 PM	Darin Lippolt	Email	RFQ	Yes	Sent email regarding budgetary numbers clarifications.
W	Concrete	All Area Construction Services	1/31/20 8:29 AM	Darin Lippolt	Phone	RFQ	Yes	Spoke to Kevin Cooper regarding budgetary numbers. Scheduled meeting in office at 3pm today to discuss project.
W	Concrete	All Area Construction Services	1/31/20 3:00 PM	Darin Lippolt	In Person	RFQ	Yes	Met with Kevin Cooper and Phil Gehlken to discuss project. Informed them how to register with the City of Decatur, becoming signatory with labor trades, and offered assistance on how to get all items completed in time to be able to utilize their budget numbers.
W	Concrete	Areatha Construction Company, Inc.	1/23/20 3:22 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	Areatha Construction Company, Inc.	2/3/20 9:42 AM	Tiffany Crow	phone	RFQ	No	Called to follow up on RFQ email and phone number was disconnected. Looked for new phone number online.
W	Concrete	CCG Construction, LLC	1/30/20 4:33 PM	Darin Lippolt	Phone	RFQ	No	Charles Currie called into office regarding subcontractor concrete opportunity.
W	Concrete	CCG Construction, LLC	1/31/20 8:24 AM	Tiffany Crow	Phone	RFQ	No	Spoke to Charles Currie regarding concrete subcontractor opportunities.
W	Concrete	CCG Construction, LLC	1/31/20 8:29 AM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Concrete	CCG Construction, LLC	1/31/20 9:10 AM	Tiffany Crow	Phone	RFQ	No	Gave assistance to Charles Currie on how to retrieve plans online.
W	Concrete	CCG Construction, LLC	1/31/20 3:50 PM	Darin Lippolt	Phone	RFQ	No	Charles Currie called at 3:40 PM to the office. Called Charles Currie back and discussed plans.
W	Concrete	J&J Central Illinois Construction	1/29/20 2:50 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	J&J Central Illinois Construction	2/3/20 9:48 AM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email and phone number is temporary not in service. Looked for alternate phone number online.
W	Concrete	Sanchez Construction Services	1/23/20 3:20 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	Sanchez Construction Services	2/3/20 9:56 AM	Tiffany Crow	Phone	RFQ	No	Called to follow up on email and spoke to Joanne. She stated that they would not be bidding on the project.
W	Concrete	3CD Corporation	1/29/20 2:42 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	3CD Corporation	2/3/20 9:57 AM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Chuk regarding quote email that was sent. He is looking over plans, and will call me back.
W	Concrete	Veya, Inc.	1/23/20 3:52 PM	Tiffany Crow	Email	RFQ	No	Sent email for concrete subcontractor opportunity.
W	Concrete	Veya, Inc.	1/29/20 8:57 AM	Darin Lippolt	Email	RFQ	No	Received email stating that he was not interested in bidding.
W	Demo & Excavation	A And J Scott Construction, Inc.	1/23/20 3:17 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	A And J Scott Construction, Inc.	2/3/20 10:20 AM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left a voicemail message.
W	Demo & Excavation	Hurnit Construction, Inc.	1/23/20 3:24 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	Hurnit Construction, Inc.	2/3/20 10:25 AM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Alfonso regarding RFQ email. He stated he would check and call me back.
W	Demo & Excavation	Hurnit Construction, Inc.	2/3/20 4:06 PM	Tiffany Crow	Phone	RFQ	No	Juan returned my call regarding RFQ. He is looking into it and will get back with me.
W	Demo & Excavation	ICD Ironhorse, Inc.	1/23/20 3:17 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	ICD Ironhorse, Inc.	2/3/20 10:27 AM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer, and no received no voicemail option.
W	Demo & Excavation	ICD Ironhorse, Inc.	2/4/20 1:48 PM	Tiffany Crow	Phone	RFQ	No	Called again to follow up on RFQ. No answer, and no voicemail option available.
W	Demo & Excavation	Marenco Enterprises, LLC	1/23/20 3:16 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	Marenco Enterprises, LLC	2/3/20 8:20 AM	Tiffany Crow	In Person	RFQ	Yes	Doug Wiffloughy delivered demo quote in person.
W	Demo & Excavation	Mecor Industries, Ltd.	1/23/20 3:15 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	Mecor Industries, Ltd.	2/3/20 10:33 AM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Jennifer to follow up on RFQ email. She asked to resend email to Kim.
W	Demo & Excavation	Mecor Industries, Ltd.	2/3/20 10:37 AM	Tiffany Crow	Email	RFQ	No	Received email declining to quote on project.
W	Demo & Excavation	Mecor Industries, Ltd.	2/3/20 3:23 PM	Tiffany Crow	Email	RFQ	No	Sent email for demo and excavation subcontractor opportunity.
W	Demo & Excavation	Minilandscaping Co., Inc.	1/23/20 5:18 PM	Tiffany Crow	Email	RFQ	No	Called and spoke to Thomas regarding RFQ email. He stated he hasn't had time to read it, but would try to today and circle back to me.
W	Demo & Excavation	Minilandscaping Co., Inc.	2/3/20 10:54 AM	Tiffany Crow	Phone	RFQ	No	

Dunn Company MBE Participation Outreach
City of Decatur 2020 Local Motor Fuel Tax Improvement Project, City Project #2020-25

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Thermoplastic Pavement Markings	CSI 3000, Inc.	1/23/20 3:51 PM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	CSI 3000, Inc.	2/3/20 12:1 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left a voicemail message.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	1/23/20 3:47 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	1/28/20 10:30 AM	Tiffany Crow	Email	RFQ	Yes	Sent email quote to Dan after finding out Cliff was no longer employed.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	2/5/20 8:35 AM	Darin Lippolt	Phone	RFQ	Yes	Spoke to Dan regarding quote status.
W	Thermoplastic Pavement Markings	D2K Traffic Safety, Inc.	2/5/20 2:13 PM	Tiffany Crow	Email	RFQ	Yes	Received quote.
W	Thermoplastic Pavement Markings	Marking Specialists Corporation	1/23/20 3:49 PM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	Marking Specialists Corporation	2/3/20 12:36 PM	Tiffany Crow	Email	RFQ	No	Called to follow up on RFQ email. No answer. Left a voicemail message.
W	Thermoplastic Pavement Markings	Marking Specialists Corporation	2/4/20 10:19 AM	Tiffany Crow	Phone	RFQ	No	Bob returned my call regarding quote, and declined to bid on it.
W	Thermoplastic Pavement Markings	Metromex Contractors, Inc.	1/23/20 3:50 PM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	Metromex Contractors, Inc.	1/24/20 7:27 AM	Tiffany Crow	Email	RFQ	No	Received decline email to bid on project.
W	Thermoplastic Pavement Markings	ML Group, LLC	1/23/20 3:46 PM	Tiffany Crow	Email	RFQ	No	Sent email for pavement markings opportunity.
W	Thermoplastic Pavement Markings	ML Group, LLC	2/3/20 12:40 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. Received a message for real estate company. Looked online for another phone number.
W	Trucking	James Cox Trucking, Inc.	1/23/20 3:28 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for trucking subcontractor opportunity.
W	Trucking	James Cox Trucking, Inc.	1/25/20 4:18 PM	Tiffany Crow	Email	RFQ	Yes	Received trucking quote.
W	Trucking	James Cox Trucking, Inc.	1/27/20 3:49 PM	Tiffany Crow	Email	RFQ	Yes	Sent reminder that the MBE Subcontractor Information Form needs to be completed with quote.
W	Trucking	James Cox Trucking, Inc.	2/3/20 9:36 AM	Tiffany Crow	Phone	RFQ	Yes	Called and left a voicemail message to remind James Cox we still need the MBE Subcontractor Information Form.
W	Trucking	James Cox Trucking, Inc.	2/3/20 10:18 AM	Tiffany Crow	Phone	RFQ	Yes	James Cox returned my call regarding MBE Subcontractor Form. He will come into the office before noon to drop it off.
W	Trucking	Marenco Enterprises, LLC	1/23/20 3:27 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for trucking subcontractor opportunity.
W	Trucking	Marenco Enterprises, LLC	1/28/20 8:34 AM	Tiffany Crow	Email	RFQ	Yes	Received trucking quote.
W	Trucking	Smoodie's Trucking	1/23/20 3:27 PM	Tiffany Crow	Email	RFQ	Yes	Sent email for trucking subcontractor opportunity.
W	Trucking	Smoodie's Trucking	1/25/20 4:18 PM	Tiffany Crow	Email	RFQ	Yes	Received trucking quote.
W	Underground & Utilities	Civil Contractor & Engineers, Inc.	1/23/20 3:42 PM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Civil Contractor & Engineers, Inc.	2/3/20 12:52 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Tina. She mentioned that her estimator was on vacation and would take a pass on it this time.
W	Underground & Utilities	Day's Asphalt Paving	1/29/20 2:46 PM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Day's Asphalt Paving	2/3/20 1:35 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left a voicemail message.

Dunn Company MBE Participation Outreach
City of Decatur 2020 Local Motor Fuel Tax Improvement Project, City Project #2020-25

Outreach or Work Scope	Outreach Category or Scope of Work	Firm Name/ Organization	Date and Time of Contact	Dunn Co. Contact	Method of Contact	Type of Outreach	Quote/ Referral Rec'd?	Contact Outcome/ Comments/Certification Attesting of No Proposal
W	Underground & Utilities	Day's Asphalt Paving	2/4/20 8:42 AM	Tiffany Crow	Phone	RFQ	No	Bob returned my call regarding quote.
W	Underground & Utilities	Day's Asphalt Paving	2/4/20 1:44 PM	Darin Lippolt	Phone	RFQ	No	Called and spoke to Bob. He is declining to quote project at this time.
W	Underground & Utilities	Meru Corporation	1/23/20 3:43 PM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Meru Corporation	2/3/20 1:45 PM	Tiffany Crow	Phone	RFQ	No	Called to follow up on RFQ email. No answer. Left a voicemail message.
W	Underground & Utilities	Montemayor Construction, Inc.	1/23/20 3:42 PM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Montemayor Construction, Inc.	2/3/20 1:48 PM	Tiffany Crow	Phone	RFQ	No	Called and spoke to Mary. She stated that they will not be bidding at this time.
W	Underground & Utilities	Thornton Rave Construction, LLC	1/23/20 3:44 PM	Tiffany Crow	Email	RFQ	No	Sent email for underground & utilities opportunity.
W	Underground & Utilities	Thornton Rave Construction, LLC	1/29/20 1:25 PM	Tiffany Crow	Phone	RFQ	No	Called to speak to Joe on bid interest. Darin Lippolt to return phone call regarding questions.
W	Underground & Utilities	Thornton Rave Construction, LLC	2/3/2020 3:33PM	Darin Lippolt	Phone	RFQ	No	Called Joe to discuss subcontractor opportunity.

Dunn Company MBE Bids Received
 Real Motor Fuel Tax Street Improvement Project, City Project #2020-25

Company	Owners	Address	Email Address	Phone Number	Proposal Date	Description of work to be performed	Accepted/Declined	Reason for Denial
James Cox Trucking, Inc.	James Cox	120 East South Street, Cerrito Condo, IL 61318	ktuckin@2017@gmail.com	217-855-3155	2/3/2020	Trucking	Accepted	
Marenco Enterprises	Mirna Willoughby	3490 Lepphorn Road, Clinton, IL 61727	mirna.marenco.en@gmail.com	217-693-2484	2/3/2020	Trucking & Demolition	Declined	Was not lowest responsible quotation
Smoodle's Trucking	Arma Washington	849 E. Decatur Street, Decatur, IL 62521	arma.washington7@gmail.com	217-521-4486	1/29/2020	Trucking	Accepted	
D2K Traffic Equipment	Dan Guillon	1151 Frontenac Rd, Suite 100, Naperville, IL 60563	dguillon@d2ktraffic.com	630-416-9700	2/5/2020	Pavement Markings	Accepted	
Marenco Enterprises (2nd Tier Sub to Burdick)	Mirna Willoughby	3490 Lepphorn Road, Clinton, IL 61727	mirna.marenco.en@gmail.com	217-693-2484	2/3/2020	Trucking & Excavation	Accepted	
Ramirez Diversified Services (2nd Tier Sub to Kinney)	Richard Ramirez	3 Sugar Lane, Collinsville, IL 62234	rdc-ic@att.net	314-681-1769	2/5/2020	Demo & Excavation	Accepted	



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise Participation Waiver Request

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

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

Signature of Prime Contractor

Date

FOR OFFICIAL USE ONLY

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

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

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

REVIEWED BY:

Public Works Director

Date



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor:

Address:

Phone:

Contact Person:

Email:

N/A

If changing from a previously identified subcontractor 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	% of Total Contract:		

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

Date



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	X 2/5/20	Project Title:	2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$1,295,623.99 (BASE BID)	Project Number:	2020-25

Section I: MBE Subcontractor Information

Subcontractor:	X D2K TRAFFIC
Address:	X 1251 FRONTENAC RD SUITE 100 X NAPERVILLE, IL 60563
Phone:	X (630) 416-9700
Contact Person:	X DAN GURFON
Email:	X DGA@D2KTRAFFIC.COM

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
PAVEMENT MARKINGS (BASE BID ONLY)	\$6,450.00	0.50%

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

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

Prime Contractor Signature	Print
David W. Tyrolt	DAVID W. TYROLT
Title	Date
PRESIDENT	02-05-2020

Subcontractor Signature	Print
X [Signature] DBE	X 2-5-2020
President Title	Date
X	X

KINNEY CONTRACTORS
SUBCONTRACTOR



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

RETURN WITH BID FOR
EACH MBE
SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	2/5/2020	Project Title:	2020 MFT Street Improvements
Total Contract Value:	\$1,295,623.99 (BASE B.D)	Project Number:	2020-25

Section I: MBE Subcontractor Information

Subcontractor: Ramirez Diversified Services (2ND TIER SUBCONTRACTOR
Address: 3 Sugar Lane TO KINNEY CONTRACTORS
Collinsville IL 62234
Phone: 314-681-1769
Contact Person: Richard Ramirez
Email: RDS-LLC@att.net

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
44000200 Driveway Pavement Removal	\$1058.40	Total Quote: \$1,711,611.90 Total %: 5.49%
44000500 Curb Removal	\$1550.00	
44000600 Sidewalk Removal	\$39,757.00	
44001700 Combo Concrete Ct & Remove+Replace - Partial Pay Item	\$24,412.50	
44000200 Backfilling (Partial Pay Item)	\$4384.00	

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

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

Prime Contractor Signature	Print
David W. Tyrolt	DAVID W. TYROLT
Title	Date
PRESIDENT	02-05-2020
Subcontractor Signature	Print
Richard Ramirez	Richard Ramirez
Title	Date
President	2/4/20



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	x 1/24/20	Project Title:	2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$1,295,623.99 (BASE BID)	Project Number:	2020-25

Section I: MBE Subcontractor Information

Subcontractor: x Armar Washington Smoovie's Trucking

Address: x 849 E. Decatur Decatur, IL

Phone: x 217 521 4486

Contact Person: x Armar Washington

Email: x ArmarWashington@gmail.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
TRUCKING - 50 HOURS	\$4,050.00	0.31%

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

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

Prime Contractor Signature	Print
David W. Tyrolt	DAVID W. TYROLT
Title	Date
PRESIDENT	02-05-2020

Subcontractor Signature	Print
x Armar Washington	x Armar Washington
Title	Date
x Owner operator	x 1/24/20



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	2-3-19	Project Title:	2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$1,295,623.99 (BASE B.O.B.)	Project Number:	2020-25

Section I: MBE Subcontractor Information

Subcontractor: X James Cox Trucking Inc

Address: X 120 East South St
X Cerro Gordo IL 61818

Phone: X (317) 855-3155

Contact Person: X James Cox

Email: X ~~James Cox Trucking 2014~~ jc.truckinginc2014@gmail.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
\$82.00 hour 40 hrs a week 1 tandem TRUCKING - 50 HOURS	\$4,100.00	0.32%

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

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

Prime Contractor Signature	Print
<u>David W. Tyrolt</u>	<u>DAVID W. TYROLT</u>
Title	Date
<u>PRESIDENT</u>	<u>02-05-2020</u>

Subcontractor Signature	Print
<u>X [Signature]</u>	<u>X JAMES COX</u>
Title	Date
<u>X president</u>	<u>X 2-3-19</u>



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	2-5-2020	Project Title:	2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$1,295,623.99 (BASE BID)	Project Number:	2020-25

Section I: MBE Subcontractor Information

Subcontractor: MARENCO ENTERPRISES (2ND TIER SUBCONTRACTOR
 Address: 3490 LEHIGH RD To BURRICK PLUMBING
Clinton IL 61727 & HEATING COMPANY.)
 Phone: 217-693-2484
 Contact Person: MIRNA WILLOUGHBY
 Email: MIRNA@MARENCOENT.COM

Section II: Estimated Work

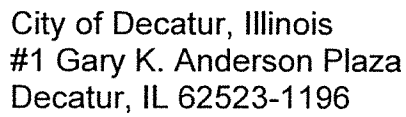
Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Rock and Trucking Equipment and EXCAVATION	\$ 10,094.00 \$ 36,960.00 <u>\$ 47,054.00</u>	3.63%

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

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

Prime Contractor Signature	Print
<u>David W. Tyrolt</u>	<u>DAVID W. TYROLT</u>
Title	Date
<u>PRESIDENT</u>	<u>02-05-2020</u>

Subcontractor Signature	Print
<u>Mirna Willoughby</u>	<u>MIRNA Willoughby</u>
Title	Date
<u>President</u>	



Date:		Project Title:		
Total Contract Value:			Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

Page 236 of 510

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
	N/A			
MBE Subcontractor Totals				

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

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

☐	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☐	Other – (State reason and attach explanation)

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

Signature of Prime Contractor

Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF ILLINOIS

COUNTY OF MACON

ROBERT E. DUNN, being first duly sworn, deposes and says that they are VICE PRESIDENT (sole owner, partner, president, secretary, etc.) of DUNN COMPANY, A DIVISION OF TYROL, INC. 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:

Robert E. Dunn
ROBERT E. DUNN, Title VICE PRESIDENT

Subscribed and sworn to before me this 5th day of FEBRUARY, 2020.

(SEAL)



Tiffany C. Crawl
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.



**Illinois Department
of Transportation**

**Substance Abuse Prevention
Program Certification**

Letting Date: 02/06/2020 Item No.: _____

Contract No.: CITY PROJECT 2020-25

Route: VARIOUS

Section: _____

Job No.: _____

County: MACON

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

DUNN COMPANY

Contractor/Subcontractor

DAVID W. TYROLT

Name of Authorized Representative (type or print)

PRESIDENT

Title of Authorized Representative (type or print)



Signature of Authorized Representative

01/28/2020

Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Dunn Company
724 North Mercer Street
Decatur IL 62522

Surety:

(Name, Legal Status and Principal Place of Business)

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids IA 52407-3909

Owner:

(Name, Legal Status and Address)

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

Bond Amount: Ten percent of bid

Project:

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

City of Decatur - City Project 2020-25
2020 Local Motor Fuel Tax Street
Improvement Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give 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 waived 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.

ADDITIONS AND DELETIONS.

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The 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.

Signed and sealed this 6th day of February, 2020



(Witness)

ROBERT E. DUNN, VICE PRESIDENT



(Witness)

Dunn Company

(Contractor as Principal)

(Seal)



(Title) DAVID W. TYBOLT, PRESIDENT

United Fire & Casualty Company

(Surety)

(Seal)



(Title) Blake E Allison, Attorney-in-Fact

State of Illinois

} ss:

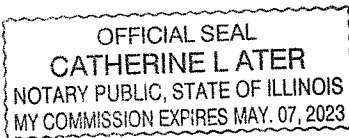
County of Macon

On 6th day of February, 2020 before me, Catherine L Ater, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Blake E Allison

known to me to be Attorney-in-Fact of United Fire & Casualty Company
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 the 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.

Catherine L Ater
(Notary Public)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN J BREHENY, RANDY S CANNADY, TIM R PATTON, JAMES D. MORGASON, DANIEL A MARTINI, BLAKE E ALLISON, RANDY S TAYLOR, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

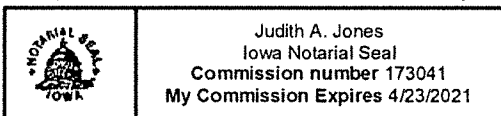
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2017

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of February, 2020.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & IF&IC



Illinois Department
of Transportation

Certificate of Eligibility

Dunn Company
724 North Mercer Street DECATUR, IL 62522

Contractor No 1550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$58,183,000.00

001	EARTHWORK	\$1,625,000
003	HMA PLANT MIX	\$12,150,000
006	CLEAN & SEAL CRACKS/JOINTS	\$500,000
007	SOIL STABILIZATION & MOD.	\$7,625,000
032	COLD MILL PLAN. & ROTOMILL	\$5,625,000
042	COLD (IN-PLACE) RECYCLING	\$9,650,000
08A	AGGREGATE BASES & SURF. (A)	\$3,825,000
15A	COVER & SEAL COATS (A)	\$3,850,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/29/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/2/2019.

Jim Bell
Engineer of Construction



DUNNCOM-01

RTAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2020

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

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

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Randy Taylor		
	PHONE (A/C, No, Ext): (217) 877-3344 3249	FAX (A/C, No): (217) 877-0795	
	E-MAIL ADDRESS: rtaylor@firstmid.com		
INSURED Dunn Company, a Division of Tyrolt Inc 724 North Mercer Decatur, IL 62522	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual Insurance Company		15350
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		A210838	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A210838	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A210838	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A210843	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			A210838	1/1/2020	1/1/2021	Limit 690,000
A	Installation Floater			A210838	1/1/2020	1/1/2021	Limit 35,000

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

Re: 2020 Local Motor Fuel Tax Street Improvement Project- City Project 2020-25

The City of Decatur and City Project #2020-25, 2020 Local Motor Fuel Tax Street Improvement Project are named as additional insureds under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CONTRACT

THIS CONTRACT, made and entered into this 24th day of February, 2020, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Dunn Company, A Division of Tyrolt, Inc. hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT, CITY PROJECT 2020-25"**, 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, August 28, 2020.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda No. 1 2/3/2020

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

CONTRACT

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

DUNN COMPANY, A DIVISION OF TYROLT, INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2020 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

Project Number 2020-25

We, Dunn Company, A Division of Tyrolt, Inc.

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

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

One Million, Three Hundred Eighty-Four Thousand, Fifty-One Dollars and 64/100-----

----- Dollars (\$1,384,051.64), 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. 2020

PRINCIPAL

Dunn Company, A Division of Tyrolt, Inc.
(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf of PRINCIPAL)

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

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

My commission expires _____

Notary Public

(SEAL)

SURETY

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

(Name of Surety)

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf of SURETY)

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

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

My commission expires _____

Notary Public

(SEAL)

CITY OF DECATUR

Approved this 24th day of February, A.D. 2020

Attest:

Kim Althoff, City Clerk

City Council

City of Decatur, Illinois

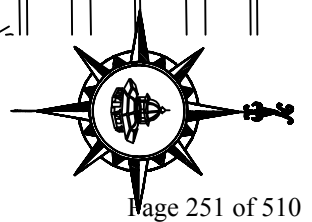
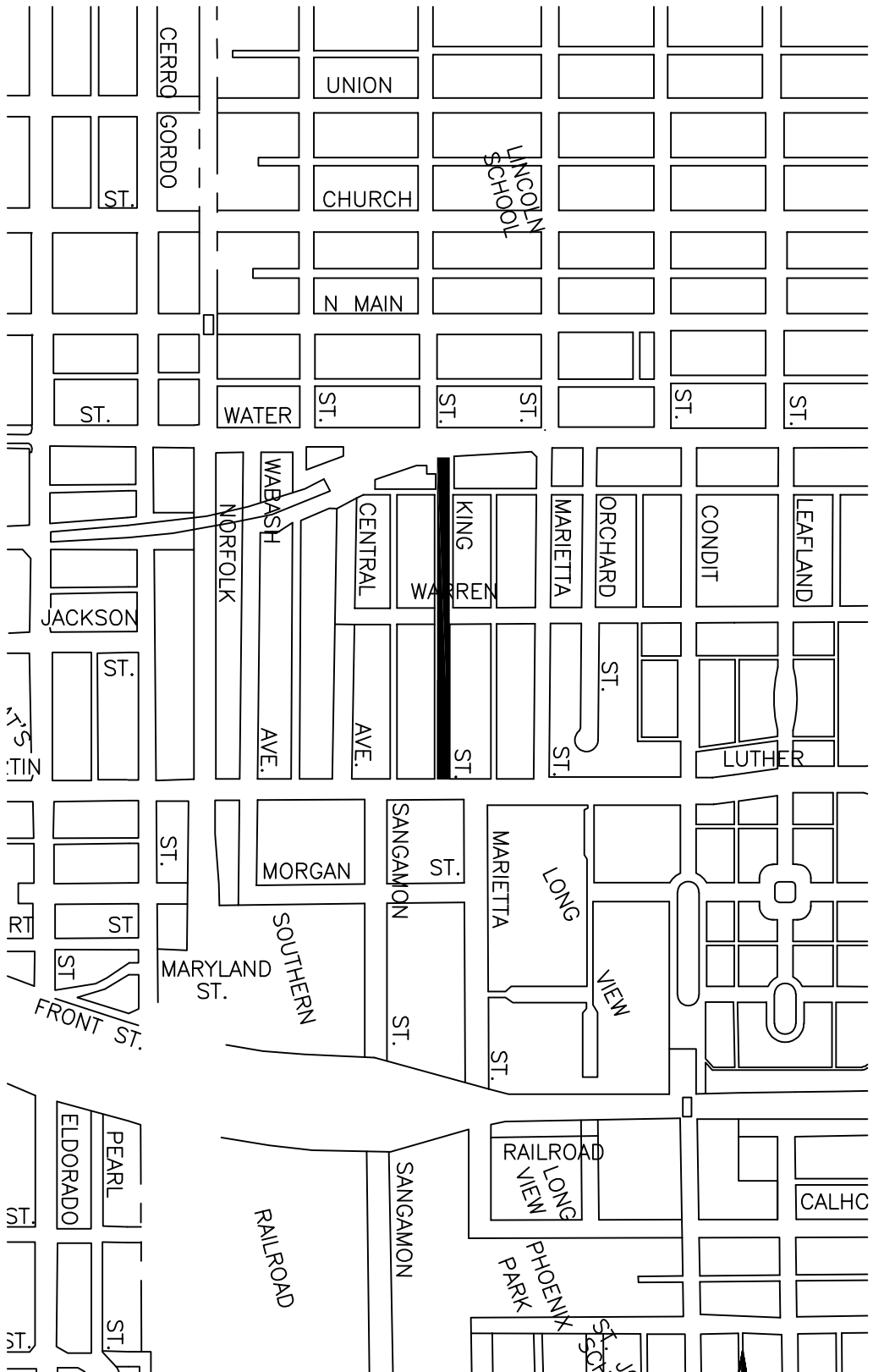
City Clerk

Julie Moore Wolfe, Mayor

Project Name: 2020 Local MFT Street Improvement Project Project Number: 2020-25 Bid Date: Thursday, Feb. 6th, 2020 Time: 11:00 a.m. Fund: Local MFT Organization Code: 42484206 Object Code: 489070				Engineer's Estimate City Engineering Division		Dunn Company A Division of Tyrolt Inc. 724 N. Mercer Street Decatur, IL 62522 Ph: 217-429-4444 david.tyrolt@dunnco.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	206	CU YD	\$52.50	\$10,815.00	\$53.90	\$11,103.40
30103000	SHAPING AND GRADING ROADWAY	4,201	SQ YD	\$5.00	\$21,005.55	\$4.30	\$18,064.77
30103005	PULVERIZE, SHAPE AND COMPACT	4201.11	SQ YD	\$4.00	\$16,804.44	\$4.25	\$17,854.72
35200300	PROCESSING SOIL-CEMENT BASE COURSE, 8 INCH	4201.11	SQ YD	\$10.00	\$42,011.10	\$7.50	\$31,508.33
35200500	CEMENT	2855.92	100 WT	\$8.00	\$22,847.36	\$7.50	\$21,419.40
35200600	EARTH EXCAVATION	620.2	CU YD	\$30.00	\$18,606.00	\$34.10	\$21,148.82
35300700	PORTLAND CEMENT CONCRETE BASE COURSE, 12"	51	SQ YD	\$80.00	\$4,080.00	\$143.00	\$7,293.00
40600290	BITUMINOUS MATERIAL (TACK COAT)	8517.71	POUND	\$0.70	\$5,962.40	\$0.70	\$5,962.40
40600982	HOT-MIX ASPHALT SURFACE REMOVAL-BUTT JOINT	117.54	SQ YD	\$39.50	\$4,642.83	\$39.00	\$4,584.06
40600990	TEMPORARY RAMP	30.56	SQ YD	\$15.75	\$481.32	\$27.50	\$840.40
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	588.16	TON	\$106.50	\$62,639.04	\$103.30	\$60,756.93
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	1598.77	TON	\$112.00	\$179,062.24	\$113.85	\$182,019.96
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	9433.5	SQ FT	\$13.50	\$127,352.25	\$14.30	\$134,899.05
42400800	DETECTABLE WARNINGS	366	SQ FT	\$39.00	\$14,274.00	\$39.60	\$14,493.60
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	14727.13	SQ YD	\$4.50	\$66,272.09	\$3.60	\$53,017.67
44000200	DRIVEWAY PAVEMENT REMOVAL	58.8	SQ YD	\$20.50	\$1,205.40	\$19.80	\$1,164.24
44000500	CURB REMOVAL	124	FOOT	\$10.00	\$1,240.00	\$19.25	\$2,387.00
44000600	SIDEWALK REMOVAL	9580.5	SQ FT	\$3.25	\$31,136.63	\$4.57	\$43,782.89
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVE AND REPLACE	1953	FOOT	\$60.00	\$117,180.00	\$64.90	\$126,749.70
44200970	CLASS B PATCHES, TYPE II, 10 INCH	390.7	SQ YD	\$175.00	\$68,372.50	\$121.00	\$47,274.70
44200974	CLASS B PATCHES, TYPE III, 10 INCH	23.2	SQ YD	\$175.00	\$4,060.00	\$119.00	\$2,760.80
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	670.6	SQ YD	\$175.00	\$117,355.00	\$117.00	\$78,460.20
44201297	DOWEL BARS, 1 INCH	452	EACH	\$19.80	\$8,949.60	\$20.90	\$9,446.80
44213200	SAWCUTS	5135	FOOT	\$5.60	\$28,756.00	\$5.50	\$28,242.50
44213208	TIE BARS, 1 1/4 INCH	1024	EACH	\$19.00	\$19,456.00	\$17.05	\$17,459.20
550B0040	STORM SEWERS, CLASS B, TYPE I, 10"	20	FOOT	\$40.00	\$800.00	\$82.50	\$1,650.00
55100400	STORM SEWER REMOVAL	6	FOOT	\$10.00	\$60.00	\$27.50	\$165.00
60207105	CATCH BASIN TYPE C, TYPE 3 FRAME AND GRATE	3	EACH	\$3,000.00	\$9,000.00	\$3,300.00	\$9,900.00
60252710	CATCH BASIN TO BE ADJUSTED WITH SPECIAL FRAME AND GRATE	1	EACH	\$3,000.00	\$3,000.00	\$1,650.00	\$1,650.00
60254300	CATCH BASIN TO BE RECONSTRUCTED WITH NEW TYPE 15 FRAME AND LID	3	EACH	\$3,500.00	\$10,500.00	\$3,272.50	\$9,817.50
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	3	EACH	\$3,100.00	\$9,300.00	\$3,025.00	\$9,075.00
60300105	FRAME AND GRATES TO BE ADJUSTED	1	EACH	\$165.00	\$165.00	\$638.00	\$638.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	2	EACH	\$3,000.00	\$6,000.00	\$2,942.50	\$5,885.00
60500080	REMOVING CATCH BASINS TO MAINTAIN FLOW	3	EACH	\$1,000.00	\$3,000.00	\$1,705.00	\$5,115.00
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B	109	FOOT	\$50.00	\$5,450.00	\$58.30	\$6,354.70
78000600	THERMOPLASTIC PAVEMENT MARKING, 12 INCH	300	FOOT	\$3.50	\$1,050.00	\$23.65	\$7,095.00
X0327678	EXPLORATORY EXCAVATION	29	EACH	\$500.00	\$14,500.00	\$495.00	\$14,355.00
X3510140	AGGREGATE BASE COURSE, SPECIAL	239.23	TON	\$42.00	\$10,047.66	\$47.50	\$11,363.43
X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	53.78	SQ YD	\$6.00	\$322.68	\$39.00	\$2,097.42
X5620001	3/4" COPPER WATER SERVICE, BORED	712	FOOT	\$82.50	\$58,740.00	\$95.70	\$68,138.40
X5620010	DISCONNECT WATER SERVICE	45	EACH	\$1,375.00	\$61,875.00	\$1,457.50	\$65,587.50
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	29	EACH	\$1,677.50	\$48,647.50	\$1,677.50	\$48,647.50
X5650002	CORPORATION STOP REPLACE	9	EACH	\$1,100.00	\$9,900.00	\$1,155.00	\$10,395.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	LSUM	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
ALTERNATE A							
40600290	BITUMINOUS MATERIAL (TACK COAT)	520.5	POUND	\$0.70	\$364.35	\$0.70	\$364.35
40600625	LEVELING BINDER (MACHINE METHOD), N50	48.58	TON	\$112.00	\$5,440.96	\$137.70	\$6,689.47
40600982	HOT-MIX ASPHALT SURFACE REMOVAL-BUTT JOINT	6.67	SQ YD	\$39.50	\$263.47	\$39.00	\$260.13
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	97.16	TON	\$112.00	\$10,881.92	\$113.85	\$11,061.67
44201705	CLASS D PATCHES, TYPE II, 5 INCH	22.8	SQ YD	\$80.00	\$1,824.00	\$91.80	\$2,093.04
44201709	CLASS D PATCHES, TYPE III, 5 INCH	62	SQ YD	\$75.00	\$4,650.00	\$75.15	\$4,659.30
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	681.6	SQ YD	\$70.00	\$47,712.00	\$68.40	\$46,621.44
45100200	CRACK FILLING	1924.2	POUND	\$6.00	\$11,545.20	\$4.25	\$8,177.85
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	17.56	TON	\$50.00	\$878.00	\$160.00	\$2,809.60
78000400	THERMOPLASTIC PAVEMENT MARKING, 6 INCH	1388	FOOT	\$1.75	\$2,429.00	\$4.10	\$5,690.80
TOTAL BASE BIDS (AS CORRECTED)				\$1,321,924.58		\$1,295,623.99	
Percent Over Under ENGINEER'S ESTIMATE						-1.99%	
TOTAL ALTERNATE A (AS CORRECTED)				\$85,988.90		\$88,427.65	
Percent Over Under ENGINEER'S ESTIMATE						2.84%	
TOTAL BASE BID + ALTERNATE A (AS CORRECTED)				\$1,407,913.47		\$1,384,051.64	
Percent Over Under ENGINEER'S ESTIMATE						-1.69%	

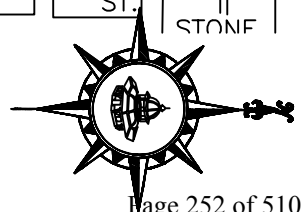
Paul E. Caswell, P.E., City Engineer

Date



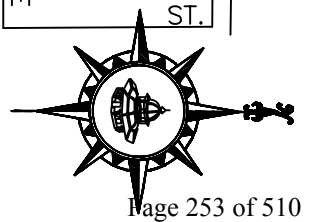
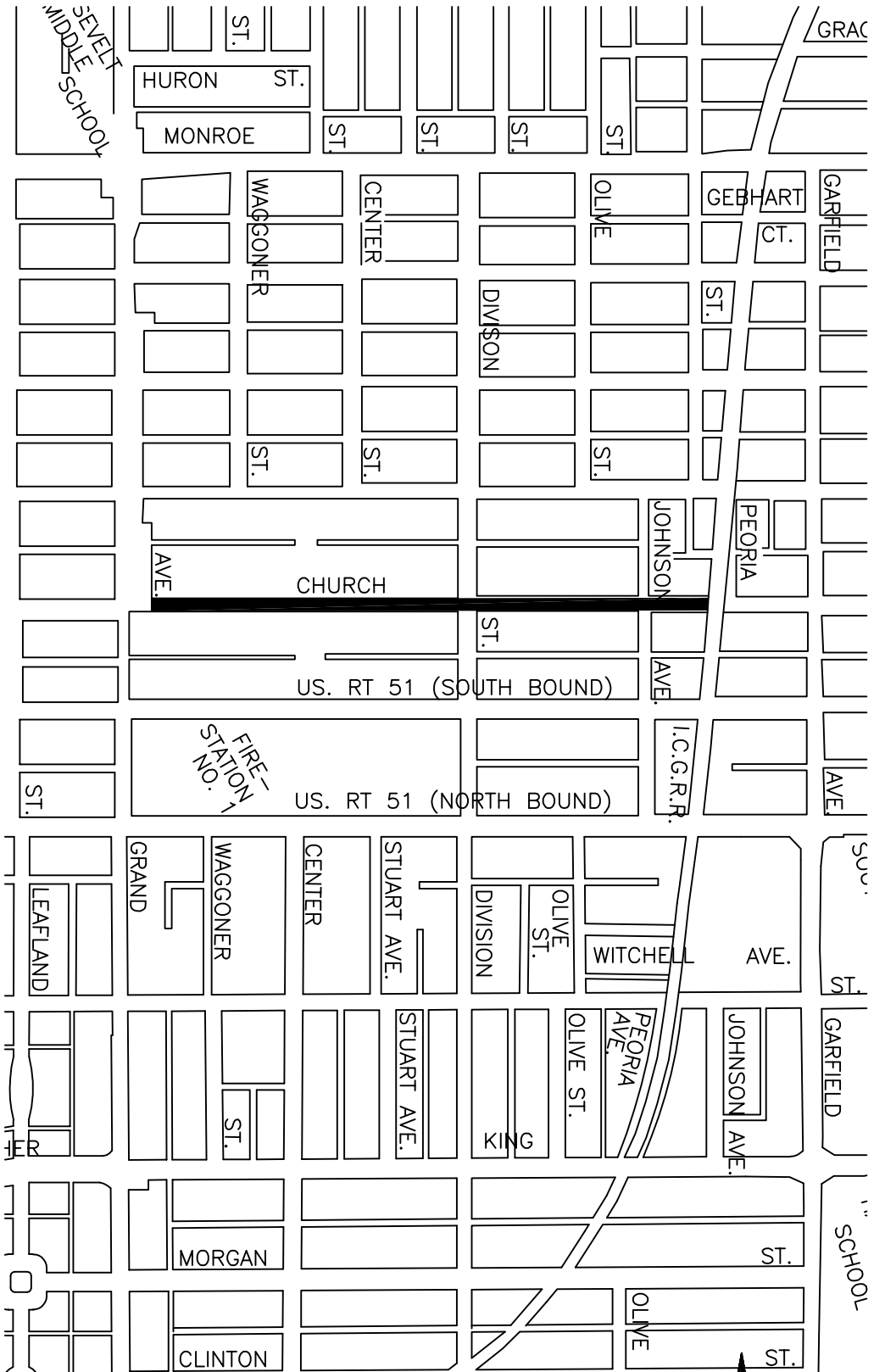
LEGEND

E. KING ST - 1 1/2" MILL & HMA SURFACE COURSE



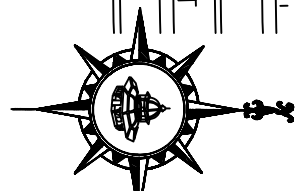
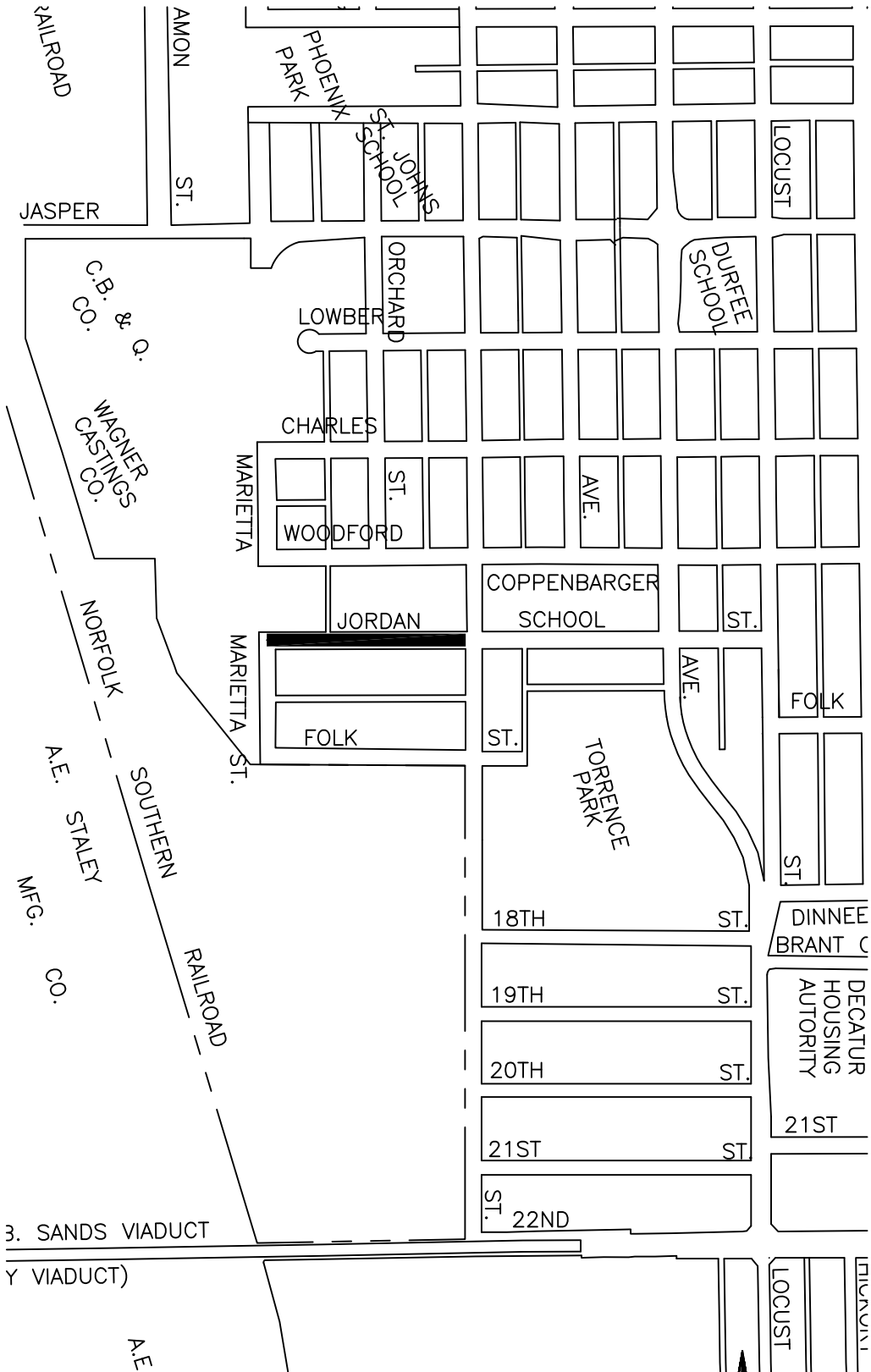
LEGEND

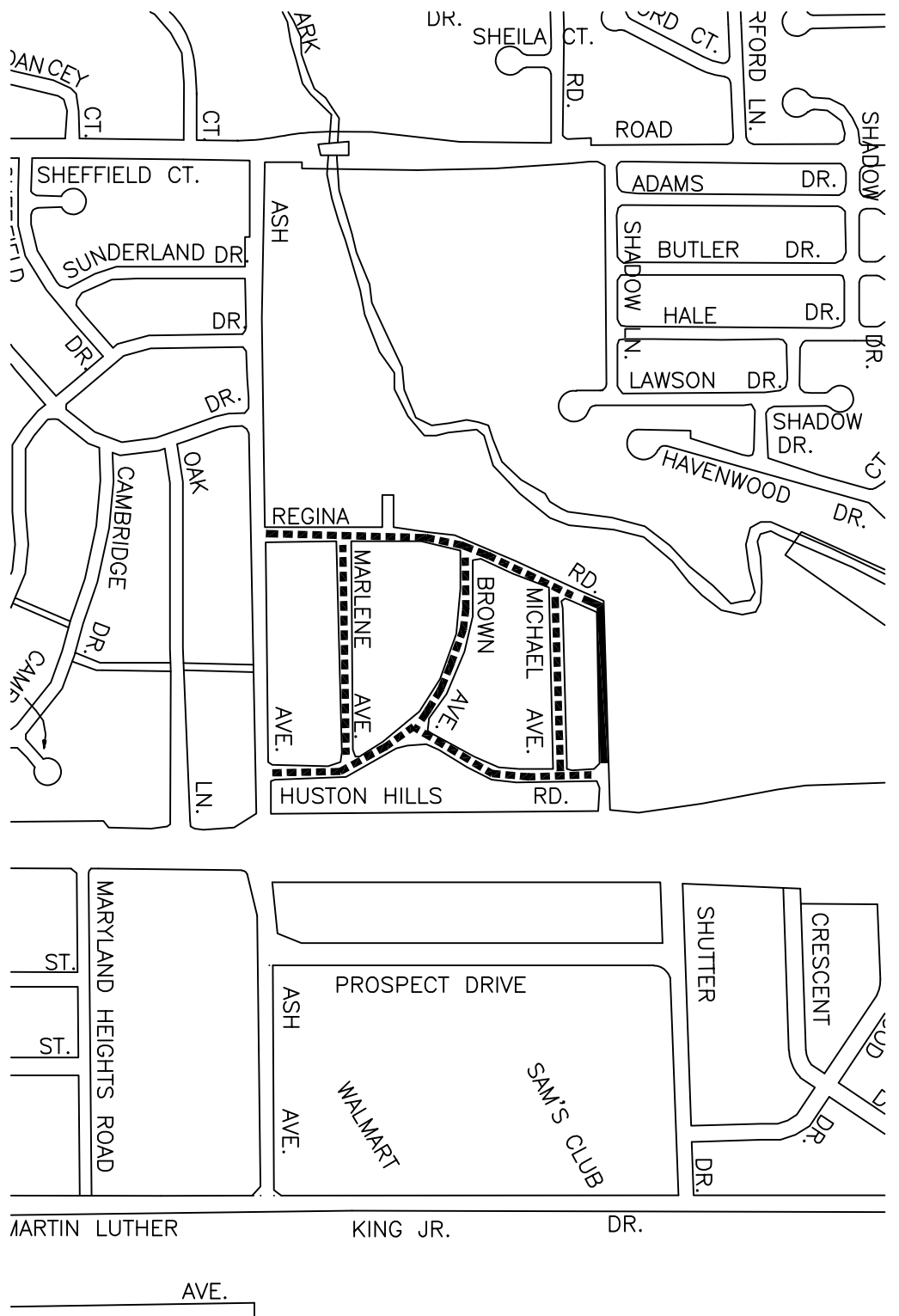
E. DECATUR ST - 1 1/2" MILL & HMA SURFACE COURSE



LEGEND

N. CHURCH ST - 1 1/2" MILL & HMA SURFACE COURSE





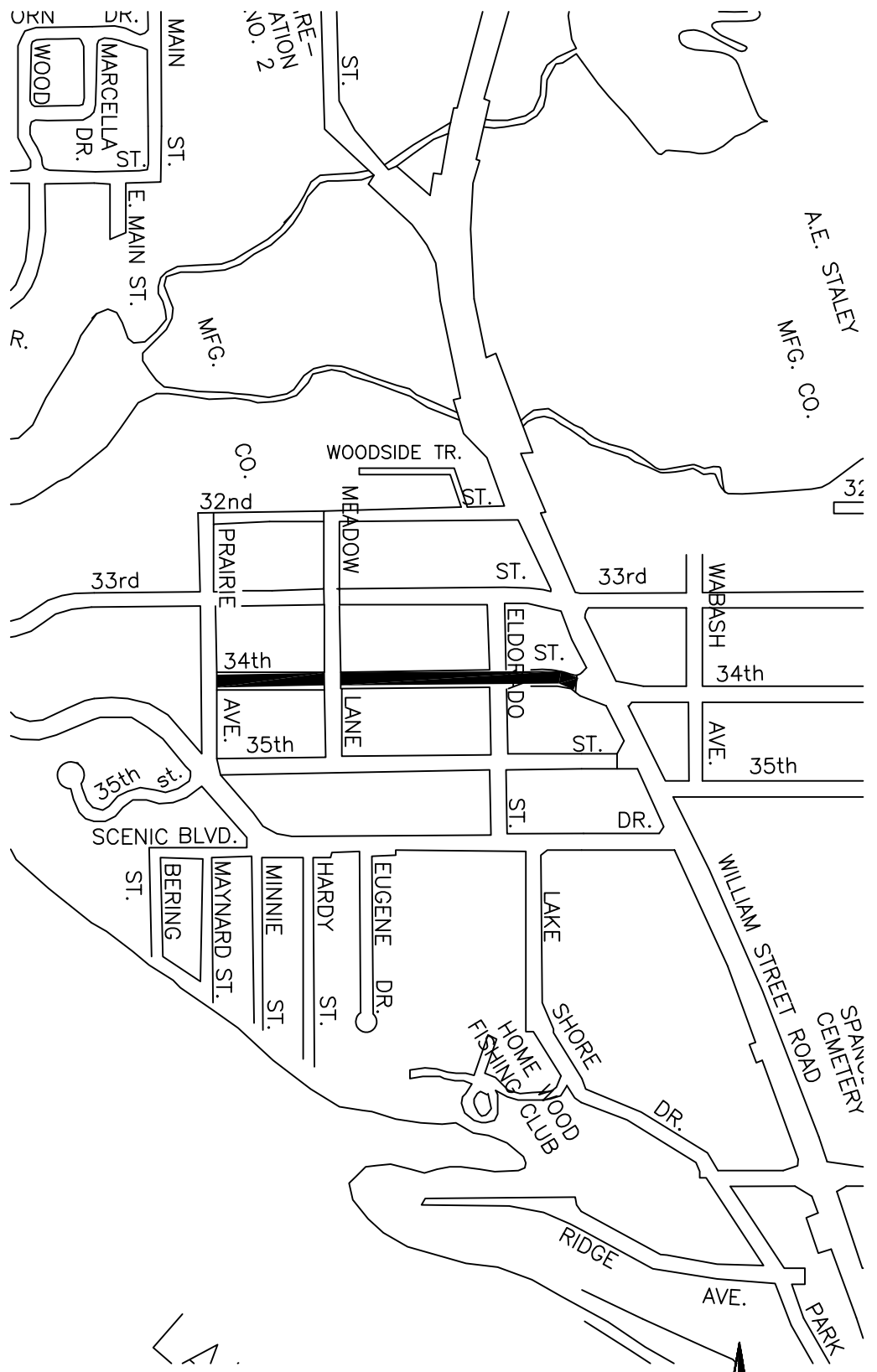
LEGEND

- ALTERNATE A: REGINA ROAD - 3/4" LEVELING BINDER, 1 1/2" HMA SURFACE COURSE
- ALTERNATE A: REGINA RD, MICHAEL AVE, BROWN AVE, MARLENE AVE, HUSTON HILLS RD
- CLASS D PATCHES. 5"



LEGEND

N. 34th ST - 1 1/2" MILL & HMA SURFACE COURSE



Public Works

DATE: 2/13/2020

MEMO: 2020-38

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to Improvement of Portions of Various Public Highways in Macon County, Illinois, Between the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing an intergovernmental agreement for the sharing of certain costs related to highway improvement projects involving the use of micro-surfacing between the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois. The agreement is for 5 years and will expire on December 31, 2024.

BACKGROUND:

Micro-Surfacing projects are focused on slowing the deterioration of pavements that are experiencing moderate wear. The actions of sun, freezing, traffic and age all combine to deteriorate asphalt pavements. Micro-surfacing is designed to seal and protect the pavement surface and slow deterioration, thereby delaying the need for more expensive treatments such as a mill and overlay or total reconstruction. The work involves coating the existing pavement with a thin mix of asphalt and aggregate which serve to correct minor surface distresses and extend the life of the pavement. When performed at the right time with only moderate wear on the street, micro-surfacing treatments can last from 5 to 7 years. The City has performed multiple micro-surfacing projects in the past with good results. Several of the other participants to this agreement have also placed micro-surfacing treatments on their roads.

The City of Decatur, along with Hickory Point Township, Long Creek Township, Mount

Zion Township and Macon County signed an agreement seven years ago to combine micro-surfacing projects, to save costs by jointly bidding and purchasing these services. That agreement has since expired but each party wishes to continue the joint governmental projects. This time the City of Maroa, the Village of Forsyth, the Village of Long Creek, and the Village of Mount Zion wish to join the agreement. Each agency party to this agreement will select streets appropriate for micro-surfacing treatment and combine them into one contract for the purpose of receiving more competitive bids. Each agency believes that combining contracts into one large contract will be a benefit to their street maintenance programs by saving them money. The City does not have to participate every year if it does not want to. If the City of Decatur participates, the City will act as the lead agency for the combined micro-surfacing project and pay the total cost of the work, with the other agencies agreeing to reimburse the City for the work completed on the streets in their jurisdiction. If the City does not elect to perform any micro-surfacing during a given year, Macon County will act as lead agency. Even without participation, we need to maintain the agreement through this action.

This agreement will expire after December 31st, 2024.

SCHEDULE:

The City does not have any micro-surfacing projects planned for the 2020 construction season. The City looks to participate in a future year.

PRIOR COUNCIL ACTION:

February 19, 2013 – Council approved Resolution R2013-16 authorizing an Intergovernmental Cooperation Agreement with Hickory Point Township, Long Creek Township, Mount Zion Township and the County of Macon for Micro-surfacing projects. This agreement expired December 31, 2018.

February 16, 2016 – Council approved Resolution 2016-18 authorizing an intergovernmental Cooperation Agreement with the Village of Long Creek and the Village of Mount Zion for Micro-surfacing projects. This agreement was concurrent with the February 19, 2013 agreement and expired at the end of 2016.

March 19, 2018 – Council approved Resolution 2018-23 authorizing an intergovernmental cooperation agreement with the village of Forsyth, the Village of Mount Zion, and the Village of Warrensburg for Micro-surfacing projects. This agreement was concurrent with the February 19, 2013 agreement and expired on December 31, 2018.

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

INPUT FROM OTHER SOURCES:

Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and Macon County Highway Department.

STAFF REFERENCE: Matt Newell, Public Works Director, and Griffin Enyart, Assistant City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Griffin Enyart, Assistant City Engineer.

BUDGET/TIME IMPLICATIONS:

Budget Impact

Funding for micro-surfacing projects will be allocated in the Capital Improvement Plan using Local Motor Fuel Tax funds for the years that projects are planned.

Staff Impact

Staff time will be allocated to manage these projects.

LEGAL REVIEW: The Legal Department has reviewed and approved the agreement.

ATTACHMENTS:

Description	Type
Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to Improvement of Portions of Various Public Highways in Macon County, Illinois, between the City of Decatur and Multiple Townships and Villages	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF
PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS,
BETWEEN THE CITY OF DECATUR, HICKORY POINT TOWNSHIP, LONG CREEK
TOWNSHIP, MOUNT ZION TOWNSHIP, CITY OF MAROA, VILLAGE OF
FORSYTH, VILLAGE OF LONG CREEK, VILLAGE OF MOUNT ZION AND THE
COUNTY OF MACON, ILLINOIS**

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

Section 1. That the Intergovernmental Cooperation Agreement for the sharing of certain costs related to the micro-surfacing improvement of portions of various public highways in Macon County, Illinois, between the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion, and the County of Macon, Illinois, whereby they may share services and expenses, presented to the Council, as Exhibit A, herewith be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 24th day of February 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO IMPROVEMENT OF
PORTIONS OF VARIOUS PUBLIC HIGHWAYS IN MACON COUNTY, ILLINOIS,
BETWEEN THE CITY OF DECATUR, HICKORY POINT TOWNSHIP, LONG
CREEK TOWNSHIP, MOUNT ZION TOWNSHIP, CITY OF MAROA, VILLAGE OF
FORSYTH, VILLAGE OF LONG CREEK VILLAGE OF MOUNT ZION AND THE
COUNTY OF MACON, ILLINOIS**

WHEREAS, the City of Decatur, Illinois intends to implement highway improvement projects involving the use of micro-surfacing on various City Streets; and

WHEREAS, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois are desirous of implementing micro-surfacing improvements to various streets and roads under their jurisdiction; and

WHEREAS, intergovernmental cooperation between the City of Decatur, Illinois, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois is financially beneficial to all agencies by jointly purchasing micro-surfacing services and products; and

WHEREAS, Hickory Point Township is a body politic and corporate in the State of Illinois; and

WHEREAS, Long Creek Township is a body politic and corporate in the State of Illinois; and

WHEREAS, Mount Zion Township is a body politic and corporate in the State of Illinois; and

WHEREAS, the City of Maroa is a body politic and corporate in the State of Illinois; and

WHEREAS, the Village of Forsyth is a body politic and corporate in the State of Illinois; and

WHEREAS, the Village of Long Creek is a body politic and corporate in the State of Illinois; and

WHEREAS, the Village of Mount Zion is a body politic and corporate in the State of Illinois; and

WHEREAS, the County of Macon is a body politic and corporate in the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 Illinois Compiled

Statutes 220/3 provide authority for intergovernmental co-operation;

WHEREAS, the Road Commissioners of Hickory Point Township, Long Creek Township, Mount Zion Township; the respective boards of the City of Maroa, Village of Forsyth, Village of Long Creek, and the Village of Mount Zion; and the Macon County Board believe the improvement to various City Streets and other public roadways in Macon County, Illinois by the City of Decatur will be of benefit to the health, safety and welfare of the residents of Macon County; Illinois, and

WHEREAS, the Chairman and Macon County Board believe the improvements to various City Streets and other public roadways in Macon County, Illinois by the City of Decatur, will benefit the health, safety and welfare of the residents of Macon County, Illinois.

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon, Illinois agree as follows, subject to actual construction costs:

1. The City of Decatur agrees to act as the Lead Agency for the micro-surfacing projects unless or until the City of Decatur provides the other participating agencies thirty (30) days written notice of its intention to no longer act as Lead Agency in which instance the County of Macon would act as Lead Agency.
2. The responsibilities of the Lead Agency are to facilitate micro-surfacing projects for the participants, including preparing bidding and construction documents, advertising for the bidding process, awarding the contract for the project and providing construction observation. After the 2020 construction year, each participating agency shall perform construction observation for micro-surfacing work on pavements under their jurisdiction.
3. The Lead Agency shall pay for the complete and total costs to the contractors of micro-surfacing select roadways in the County of Macon with reimbursement to the Lead Agency by the other participants.
4. The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, the Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon agree to reimburse the Lead Agency for the complete and total costs of micro-surfacing those select roadways under their jurisdiction in the County of Macon. The Lead Agency will remit no more than monthly invoices to each participant based upon the amount of work performed under the participant's jurisdiction with payment to the Lead Agency within thirty (30) days after date of invoice.

5. Liability Limits

- a. The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon agree to indemnify, defend, and hold Lead Agency its officers, agents, and employees harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of the Lead Agency obligations, responsibilities and performance under this agreement. This provision shall not require the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon to indemnify the Lead Agency from the Lead Agency's sole gross negligence or willful misconduct.
- b. During the term of this Agreement, The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon shall at all times procure and maintain insurance and shall name the Lead Agency its officers and employees, as an additional named insured for all insurance. The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the County of Macon shall furnish certificates and endorsements evidencing insurance and named insured prior to commencement of services under this Agreement.
- c. The Lead Agency shall require the contractor awarded the contract under this agreement to execute contracts indemnifying The City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion, the County of Macon and the Lead Agency for any liability arising out of the contractor's work. The Contractor shall provide certificates of insurance evidencing third party insurance in accordance with the construction contract documents and the City of Decatur its officers and employees, Hickory Point Township its officers and employees, Long

Creek Township its officers and employees, Mount Zion Township its officers and employees, the City of Maroa its officers and employees, the Village of Forsyth its officers and employees, the Village of Long Creek its officers and employees, the Village of Mount Zion its officers and employees, the County of Macon its officers and employees and the Lead Agency its officers and employees shall be named an additional insured on any liability insurance policy pertaining to work under the contract. Contractor's insurance shall be primary.

6. This agreement shall be in full force and effect upon its approval by the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Forsyth, Village of Long Creek, Village of Mount Zion and the Macon County Board and shall inure to the benefit of the City of Decatur, Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Long Creek, Village of Mount Zion and the County of Macon, their successors and assigns, until the improvements to the micro-surfacing project are completed and all related costs therefore are paid or the project is cancelled.
7. All micro-surfacing projects shall be open to any of the participants at their discretion. Each agency shall determine their quantities and provide them to the Lead Agency prior to advertising and bidding the project.
8. This agreement between the above parties shall be in full force and effect until December 31, 2024 unless or until a participant sends written notice to all other participants expressing the desire to terminate their participation in this agreement thirty (30) days prior to the expected date of termination.

VILLAGE OF MOUNT ZION

ATTEST:

Luke Williams, Mayor

Dawn Reynolds, Village Clerk Date

HICKORY POINT TOWNSHIP
Kevin Bird

MOUNT ZION TOWNSHIP
John Wheeler

Road Commissioner Date

Road Commissioner Date

LONG CREEK TOWNSHIP
Dean Rhoades

Road Commissioner Date

Public Works

DATE: 2/12/2020

MEMO: 2020-43

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Regulating Encroachment on Public Right-of-Way in the City of Decatur, Macon County, Illinois U.S. 36 (Eldorado Street) from its Intersection with 19th Street East to Approximately 0.4 Miles East of its Intersection with Airport Road in Decatur.

SUMMARY RECOMMENDATION:

ATTACHMENTS:

Description	Type
Ordinance Regulating Encroachment	Ordinance

ORDINANCE NO. _____

**ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN
THE CITY OF DECATUR, MACON COUNTY, ILLINOIS
U.S. 36 (ELDORADO STREET) FROM ITS INTERSECTION WITH 19TH STREET
EAST TO APPROXIMATELY 0.4 MILES EAST OF ITS INTERSECTION WITH
AIRPORT ROAD IN DECATUR**

WHEREAS, the CITY OF DECATUR hereinafter known as CITY, and the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION have entered into an AGREEMENT relative to the improvement of FAP 320 (U.S. 36), State Section (137Z, 139-X-2)RS-2 from its intersection with 19th Street east to approximately 0.4 miles east of its intersection with Airport Road in Decatur; and

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an ordinance regulating encroachment on the right-of-way for said improvement in accordance with the following definitions;

1. Roadway right-of-way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by permanent easement and temporary easement during the time the easement is in effect.
2. Project right-of-way is defined as those areas within the project right-of-way lines established jointly by the CITY and the STATE which will be free of encroachments except as hereinafter defined;
3. Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or maintained, in, on, under or over any portion of the project right-of-way or the roadway right-of-way where no project right-of-way line has been established;
4. Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property, or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported by poles constructed outside the project right-of-way line and not confined by adjacent buildings;
5. Construction easement area is defined as the area lying between the project right-of-way limits and the platted street limits within which the CITY OF DECATUR, by concurrence in the establishment of the project right-of-way lines, will permit the STATE to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the CITY and the STATE, by visual inspection, cooperatively establish project right-of-way line and mutually determine the disposition of encroachments,

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

Section 1. It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any encroachment (herein above defined), except as provided in Section 3, within the limits of the project right-of-way or the roadway right-of-way where no project right-of-way limits have been established.

Section 2. The Project right-of-way limits have been established and shown in the plans.

Section 3. No revocable permits have been issued by the State for the temporary retention of PERMISSIBLE ENCROACHMENTS.

Section 4. This ordinance is intended to be and shall be in addition to all other ordinances, rules and regulations concerning encroachment and shall not be construed as rescinding or repealing any other ordinance or part of any ordinance unless it is in direct conflict therewith.

Section 5. Any person, firm or corporation violating this ordinance shall be fined not less than \$10.00 nor more than \$500.00 for each offense and separate offense shall be deemed committed each and every day during which a violation continues or exists.

Section 6. This ordinance shall be published one time within ten days after its passage in a newspaper having a general circulation in the CITY OF DECATUR, Macon County, Illinois, and shall be in full force and effect after its passage, approval and publication as provided by law.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PASSED: _____

SIGNED: _____

PUBLISHED: _____

Public Works

DATE: 2/12/2020

MEMO: 2020-43

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:

Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvement of U.S. 36 (Eldorado Street) from its Intersection with 19th Street to Approximately 0.4 miles east of Airport Road by Municipality Under the Illinois Highway Code.

City Project 2019-36

Section No. 19-00936-00-TL

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items related to the improvement of U.S. 36 from 19th Street to approx. 0.4 miles east of Airport Rd:

1. Resolution appropriating \$250,950 in State Motor Fuel Tax Funds to pay for the traffic signal, ADA curb ramps, and radius return paving work outlined in the City-State Agreement.
2. Ordinance regulating encroachments on the public right-of-way within the project limits. This ordinance is Exhibit D in the City-State Agreement.
3. Resolution authorizing an agreement with the State of Illinois for improvements to U.S. 36 from 19th Street to approx. 0.4 miles east of Airport Rd. The Agreement is for \$260,950 with a provision to provide any additional funds necessary to cover the actual costs. This Resolution is Exhibit A in the City-State Agreement. The agreement costs include \$250,950 for traffic c signal and street improvements, and \$10,000 to install Emergency Vehicle Preemption systems at the 4 signalized intersections being improved.

BACKGROUND:

Eldorado Street Pavement Improvement

In 2019, the City was informed by the Illinois Department of Transportation (IDOT) of their intention to complete a major street improvement along U.S. 36 between 19th Street to approx. 0.4 miles east of Airport Rd. The work is to include improving traffic signals along the route along with milling off the existing pavement and overlaying the road with new asphalt. The project will also install City provided Emergency Vehicle Preemption systems at the four intersections where the traffic signals will be replaced.

City-State Agreement

The City - State Agreement includes the following items:

1. Clauses 3 and 4 state that the City will pass a resolution appropriating sufficient funds for the project. This estimated cost is identified as \$260,950 with a provision to provide the additional funds necessary to cover the actual costs. IDOT policy limits costs relating to traffic signals to not exceed 125% of the estimated costs but that policy does not apply to the remaining portions of the project. The City proposes to use \$250,950 in State Motor Fuel Tax funds to pay for its share of the traffic signal, ADA curb ramps, and radius return paving portions of the project costs. Decatur Fire Department will pay the cost for the installation of emergency vehicle preemption systems at 4 locations at a cost estimated at \$10,000
2. Clause 5 relates to the City's requirement for no parking on U.S. 36. This was enacted in 1986 by the City.
3. Clause 6 relates to the storm water ordinance put in place by the City to prohibit the discharge of sanitary waste in the storm sewer system.
4. Clause 7 requires an ordinance regulating encroachments on the public right-of-way
5. Clause 9 Clause 11 relates to utilities in the right-of-way and utility relocation requirements. There are no utility relocations expected on this project.
6. Clause 12 Clause 15 outline the maintenance responsibilities of the City and the State for the roadway and other items within the right of way, including storm sewers, sidewalks and traffic signals. This language is similar to previous City-State agreements entered into for U.S. 36.

PRIOR COUNCIL ACTION: There have been no prior Council actions on this item, although IDOT's intention to move forward with this project was reported during the City Council's 2019 study session on multi-year road projects.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

Illinois Department of Transportation

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any

questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Operating Funds: Funding for the proposed project will be from State MFT funds and the Decatur Fire Department. The State MFT allocation is for \$250,950.00 and Fire Department funding is for \$10,000.00 with provision that the Council will appropriate additional funds if needed to cover the City’s portion of the project.

Staffing Impact: The Illinois Department of Transportation will manage this project. There will be limited City staff involvement.

ATTACHMENTS:

Description	Type
Resolution with Exhibit 1	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE STATE MOTOR FUEL TAX FUNDS TO PAY THE
CITY'S PORTION FOR THE IMPROVEMENT OF U.S. 36 (ELDORADO STREET) FROM
ITS INTERSECTION WITH 19th STREET TO APPROXIMATELY 0.4 MILES EAST OF
AIRPORT ROAD BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2019-36
SECTION NO. 19-00936-00-TL**

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

Section 1. That there is hereby appropriated the sum of \$250,950 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the U.S. 36 (Eldorado Street) from 19th Street to approximately 0.4 miles east of Airport Road, are eligible for State Motor Fuel Tax funds and shall be designated as Section 19-00936-00-TL.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit four certified copies of original BLR 09110 forms, attached hereto as Exhibit 1 and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

I, Kim Althoff Clerk in and for the City
(City, Town or Village)
of Decatur, County of Macon
hereby certify the attached Resolution No. _____ to be a true, perfect and complete copy of a resolution adopted by
the City Council at a meeting on February 24, 2020
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of February, 2020.

(SEAL) _____ City Clerk
(City, Town or Village)

Approved _____ Regional Engineer Department of Transportation _____ Date
--



**Illinois Department
of Transportation**

**Resolution for Improvement
Under the Illinois Highway Code**



Resolution Number

Resolution Type

Section Number

Original

19-00936-00-TL

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Decatur, Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
* U.S. 36	3.8	FAP 323	19th St	.4 Mi East of Airport Rd

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
*				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Improve traffic signals along the route along with milling off the existing pavement and overlaying the road with new asphalt.

2. That there is hereby appropriated the sum of Two Hundred and Fifty Thousand, Nine Hundred Fifty and 00/100-----
Dollars (\$250,950.00) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Decatur, Illinois in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur, at a meeting held on February 24, 2020
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of February, 2020
Day Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date

Public Works

DATE: 2/12/2020

MEMO: 2020-43

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing an Agreement wiht the State of Illinois for Improvements to U.S. 36 (Eldorado Street) from its Intersection with 19th Street East to Approximately 0.4 Miles East of its Intersection with Airport Road City Project 2019-36

ATTACHMENTS:

Description	Type
Resolution with Agreement Exhibit 1	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR IMPROVEMENTS TO U.S. 36 (ELDORADO STREET)
FROM ITS INTERSECTION WITH 19TH STREET EAST TO APPROXIMATELY 0.4
MILES EAST OF ITS INTERSECTION WITH AIRPORT ROAD
CITY PROJECT 2019-36**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 320 (U.S. 36), known as State Section (137Z, 139-X-2)RS-2 from its intersection with 19th Street east to approximately 0.4 miles east of its intersection with Airport Road in Decatur and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement;

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the improvement of U.S. 36 (Eldorado Street) from its intersection with 19th Street east to approximately .04 miles east of its intersection with Airport Road, and it is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$251,400.

Section 3. That the CITY OF DECATUR has appropriated the sum of Two Hundred Sixty Thousand Nine Hundred Fifty Dollars (\$260,950.00) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT; and

Section 4. That upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY OF DECATUR, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 24th day of February, 2020.

ATTEST: (SEAL)

JULIE MOORE WOLFE, MAYOR

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on _____, 2020

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey M. South, P.E.
Region Four Engineer

Date

FAP 320 (U.S. 36)
Section: (137Z,139-X-2)RS-2
CITY Section: 19-00936-00-TL
Macon County
Job No.: C-97-027-15
Agreement No.: JN 719 004
Contract No.: 74710

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2020, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF DECATUR, in the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 20,000 feet (3.8 miles) of FAP 320 (U.S. 36), State Section (137Z,139-X-2)RS-2, CITY Section 19-00936-00-TL from its intersection with 19th Street east to approximately 0.4 miles east of its intersection with Airport Road in Decatur, by milling and resurfacing, patching, repairing curb, gutter and medians, constructing Americans with Disabilities Act (ADA) compliant curb ramps, modernizing or replacing select existing traffic signal systems, modifying the interconnection of select traffic signals with railroad signals, installing emergency priority systems (traffic signal pre-empts) at four (4) locations and by performing all other work necessary to complete the section in accordance with the approved plans and specifications. Signals, sidewalks, curb and gutter or storm sewer will not be added to the project in locations where they are not currently present. Right-of-way will not be required and work will be completed using stage construction; and

WHEREAS, the improvements to FAP 320 (U.S. 36) shall consist of

1. 19TH STREET TO NORTH STREET: Mill and resurface the existing 80-foot wide and variable edge-to-edge pavement, retaining existing concrete curbs and variable width concrete channelization medians; improve pedestrian crossings of U.S. 36 to comply with the Americans with Disabilities Act (ADA); provide two 12-foot wide eastbound and two 12-foot wide westbound U.S. 36 traffic lanes, two 11-foot wide eastbound Eldorado Street divergance traffic lanes and two 12-foot wide westbound Eldorado Street traffic lanes.

2. NORTH STREET TO EAST OF PRAIRIE STREET: Mill and resurface the existing 62-foot wide and variable edge-to-edge pavement, retaining existing concrete curbs and variable width concrete medians; improve pedestrian crossings of U.S. 36 as well as adjacent side street crossings at the Williams and Prairie Street intersections to comply with the Americans with Disabilities Act (ADA); mill and resurface the south hot-mix asphalt radius returns at the intersection of U.S. 36 and Prairie Street; provide two 12-foot wide eastbound and two 12-foot wide westbound U.S. 36 traffic lanes; provide a 10-foot wide left turn lane from westbound U.S. 36 onto North Street and 22nd Street / Williams Street; provide a 12-foot wide left turn lane from eastbound U.S. 36 onto 22nd Street / Williams Street; provide a 12-foot wide right turn lane from westbound U.S. 36 onto 22nd Street; provide left turn lanes from east and westbound U.S. 36 onto Prairie Street.
3. EAST OF PRAIRIE STREET TO EAST OF MAIN STREET: Mill and resurface the existing 62-foot wide and variable edge-to-edge pavement, retaining existing concrete curbs; provide two 12-foot wide through traffic lanes in each direction of U.S. 36 and a 14-foot wide and variable left turn lane from westbound U.S. 36 onto Prairie Street.
4. EAST OF MAIN STREET TO EAST OF WOOD STREET: Mill and resurface the existing variable width pavement, retaining existing concrete curbs and variable width concrete channelization medians; improve pedestrian crossings of U.S. 36 as well as adjacent side street crossings at the Wood Street intersection to comply with the Americans with Disabilities Act (ADA); provide two 12-foot wide through traffic lanes in each direction of U.S. 36; provide a variable width westbound diverging auxiliary left turn lane west of Wood Street; provide a 12-foot wide left turn lane from westbound U.S. 36 onto Wood Street.
5. EAST OF WOOD STREET TO WEST OF 27TH STREET: Mill and resurface the existing variable width pavement, retaining existing concrete curbs and variable width concrete channelization medians; provide two 12-foot wide through traffic lanes in each direction of U.S. 36; provide a 12-foot wide westbound left turn lane from U.S. 36 onto Wood Street.
6. 27TH STREET INTERSECTION: Mill and resurface the existing variable width pavement, retaining existing concrete curbs and variable width concrete channelization medians; improve pedestrian crossings of U.S. 36 at the 27th Street intersection to comply with the

Americans with Disabilities Act (ADA); mill and resurface the hot-mix asphalt radius return; provide two 12-foot wide through traffic lanes in each direction of U.S. 36; provide a 12-foot wide eastbound left turn lane and 12-foot wide westbound right turn lane from U.S. 36 onto 27th Street.

7. EAST OF 27TH STREET TO WEST ABUTMENT OF DECATUR LAKE BRIDGE: Mill and resurface the existing 52-foot wide and variable edge-to-edge pavement, retaining existing concrete curbs and 4-foot wide concrete median; provide two 12-foot wide through traffic lanes in each direction of U.S. 36.
8. DECATUR LAKE BRIDGE: Omitted from the proposed improvements; no work planned at this location.
9. WEST ABUTMENT OF DECATUR LAKE BRIDGE TO WEST OF COUNTRY CLUB ROAD: Where concrete median is present, mill and resurface the existing 52-foot wide and variable edge-to-edge pavement, retaining existing concrete curbs and 4-foot wide concrete median. Where grassed median is present, mill and resurface the existing 24-foot wide and variable edge-to-edge pavement on both east and westbound U.S. 36, retaining existing concrete curbs. Regardless of median configuration, provide two 12-foot wide through traffic lanes in each direction of U.S. 36.
10. COUNTRY CLUB ROAD INTERSECTION: Mill and resurface the existing variable width pavement, retaining existing concrete curbs and variable width grassed medians; improve pedestrian crossings of U.S. 36 to comply with the Americans with Disabilities Act (ADA); provide two 12-foot wide through traffic lanes in each direction of U.S. 36; provide 12-foot wide left and right turn lanes from eastbound and westbound U.S. 36 onto Country Club Road.
11. EAST OF COUNTRY CLUB ROAD TO WEST OF AIRPORT ROAD: Mill and resurface the existing variable width pavement, retaining existing variable width grassed medians as well as variable width hot-mix asphalt and aggregate shoulders; provide two 12-foot wide through traffic lanes in each direction of U.S. 36; provide 12-foot wide left and right turn lanes from eastbound U.S. 36 onto 34th Street, 36th Street, Baltimore Avenue and 44th Street; provide a 12-foot wide left turn lane from eastbound U.S. 36 onto the private entrance at Station 198+64; provide a 12-foot wide right turn lane from eastbound U.S. 36 onto Airport Plaza; provide 12-foot wide left turn lanes from westbound U.S. 36 onto Country Club Road, private entrance at Station 198+64, 34th Street, 36th Street, Baltimore Avenue, 44th Street and Airport Plaza;

install new traffic signal loops in the north leg of the intersection of U.S. 36 and 44th Street; mill and resurface the north hot-mix asphalt radius return at the intersection of U.S. 36 and 44th Street through the extent of the new traffic signal loops.

12. AIRPORT ROAD INTERSECTION: Mill and resurface the existing variable width pavement, retaining existing concrete curbs, concrete islands and variable width grassed medians as well as variable width hot-mix asphalt and aggregate shoulders; provide two 12-foot wide through traffic lanes in each direction of U.S. 36; provide a 12-foot wide left turn lane from eastbound U.S. 36 onto Airport Road; provide two 12-foot wide right turn lanes from eastbound U.S. 36 onto Mount Zion Road (IL 121); provide a 12-foot wide left turn lane from westbound U.S. 36 onto Mount Zion Road (IL 121); mill and resurface the north hot-mix asphalt radius return as well as the hot-mix asphalt portion of Airport Road immediately north of the at-grade crossing of the Decatur and Eastern Illinois Railroad (AAR/DOT No. 154 635E).
13. EAST OF AIRPORT ROAD TO EAST OF MARYLAND STREET: Mill and resurface the existing variable width pavement, retaining the existing hot-mix asphalt median as well as variable width hot-mix asphalt and aggregate shoulders; provide variable width through traffic lanes in each direction of U.S. 36; provide 12-foot wide left turn lanes from eastbound U.S. 36 onto Ocean Trail and westbound U.S. 36 onto Maryland Street.
14. TRAFFIC SIGNAL MODERNIZATION: Modernize traffic signals, pedestrian signals, traffic signal loops and railroad signal interconnections (where applicable) as well as associated traffic signal appurtenances; install emergency priority systems (traffic signal pre-empts), with materials supplied by the CITY; mill and resurface affected side street pavement and replace impacted pavement striping at the following signalized locations:
 - a. U.S. 36 with 22nd Street / Williams Street
 - b. U.S. 36 with 23rd Street / Prairie Street
 - c. U.S. 36 with Wood Street / Nelson Boulevard
 - d. U.S. 36 with 27th Street

and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	FEDERAL		STATE		CITY		Total
	Cost	%	Cost	%	Cost	%	
All construction costs excluding the following:	\$3,880,000	80	\$970,000	20	\$ 0	NA	\$4,850,000
Traffic Signals: U.S. 36 at 22 nd Street	\$270,000	90	\$30,000	10	\$0	0	\$300,000
Traffic Signals: U.S. 36 at Prairie Street	\$234,000	90	\$13,000	5	\$13,000	5	\$260,000
Traffic Signals: U.S. 36 at Wood Street	\$225,000	90	\$12,500	5	\$12,500	5	\$250,000
Traffic Signals: U.S. 36 at 27 th Street	\$225,000	90	\$17,500	7	\$7,500	3	\$250,000
Traffic Signal Pre-Empts (4 Locations)	\$0	0	\$0	0	\$10,000	100	\$10,000
Radius Return: Prairie Street (South Leg)	\$0	0	\$0	0	\$6,200	100	\$6,200
Radius Returns: 27 th Street	\$0	0	\$0	0	\$26,600	100	\$26,600
Radius Return: 44 th Street (North Leg including Signal Loops)	\$0	0	\$0	0	\$27,000	100	\$27,000

Radius Return: Airport Road (including Asphalt North of Railroad)	\$0	0	\$0	0	\$75,700	100	\$75,700
ADA Curb Ramp Improvements: Westbound William Street	\$0	0	\$0	0	\$10,800	100	\$10,800
ADA Curb Ramp Improvements: Prairie Street (South Side)	\$0	0	\$0	0	\$17,800	100	\$17,800
ADA Curb Ramp Improvements: Wood Street	\$0	0	\$0	0	\$11,500	100	\$11,500
Subtotal	\$4,834,000		\$1,043,000		\$218,600		\$6,095,600

P&C Engineering (15%)	\$725,100		\$156,500		\$32,800		\$914,400
Total	\$5,559,100		\$1,199,500		\$251,400		\$7,010,000

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities by the contract unit prices plus 15% for construction and preliminary engineering. Participation toward traffic signals shown above shall not exceed \$47,500 which represents 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.

The CITY further agrees that upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the CITY, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA projects) in a lump sum, upon completion of the project based upon final costs.

The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.

5. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit B", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit C".
7. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit D".

8. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Route without the consent of the STATE.
9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

10. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities of Right of Way, 92 Ill. Adm. Code 530. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
12. Upon final field inspection of the improvement and so long as FAP 320 (U.S. 36) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, medians and median islands, turn lanes and curb and gutter adjacent to said traffic and turn lanes and the entire right-of-way in those areas where shoulders have been constructed in lieu of curb and gutter unless otherwise described herein.
13. Upon final field inspection of the improvement, the CITY agrees to continue maintenance or cause continued maintenance of those portions of the improvement which are not to be maintained by the STATE, including but not limited to sidewalks, parkways, crosswalk and stopline markings, City-owned utilities and appurtenances thereto and highway lighting including furnishing the electrical energy therefore. The CITY also agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including turn lanes on said side road approaches, up to the through edge of pavement of FAP 320 (U.S. 36). The CITY agrees to continue its existing maintenance responsibilities at Airport Road up to the through edge of pavement of FAP 320 (U.S. 36). The CITY also agrees to maintain or cause to be maintained traffic signal emergency priority systems including furnishing the electrical energy therefore.

The CITY shall continue to maintain storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manhole and catch basin frames, grates or lids plus structural failures to a maximum length of 12 feet between adjacent manholes. The maintenance, repair and/or

reconstruction of storm sewers constructed as part of this improvement beyond the
aforedescribed responsibilities shall be that of the STATE. Drainage facilities, if any, at
the aforementioned side roads located within the STATE right-of-way shall be the joint
maintenance responsibility of the STATE and the CITY unless there is an agreement
specifying different responsibilities.

14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility
for maintenance and energy shall continue to be as outlined in the Master Agreement
executed by the STATE and the CITY on July 1, 2011.
15. The STATE agrees to make arrangements with the local power company to furnish the
electrical energy for the operation of the traffic signals. The CITY agrees to pay their
proportionate share of this cost as billed by the local power company.
16. The CITY agrees to provide written approval of that portion of the plans and
specifications relative to the CITY financial and maintenance obligations described
herein, prior to the STATE's advertising for the aforedescribed proposed improvement.
17. Obligations of the STATE and CITY will cease immediately without penalty or further
payment being required if, in any fiscal year, the Illinois General Assembly or Federal
funding source fails to appropriate or otherwise make available funds for this contract.
18. This AGREEMENT and the covenants contained herein shall be null and void in the
event the contract covering the construction work contemplated herein is not awarded
within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

Attest:

Clerk

(SEAL)

CITY of DECATUR

By: _____
Julie Moore Wolfe
Mayor, City of Decatur

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jeffrey P. Myers, P.E.
Region Four Engineer

Date: _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR IMPROVEMENTS TO U.S. 36 (ELDORADO STREET)
FROM ITS INTERSECTION WITH 19TH STREET EAST TO APPROXIMATELY 0.4
MILES EAST OF ITS INTERSECTION WITH AIRPORT ROAD
CITY PROJECT 2019-36**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 320 (U.S. 36), known as State Section (137Z, 139-X-2)RS-2 from its intersection with 19th Street east to approximately 0.4 miles east of its intersection with Airport Road in Decatur and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement;

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the improvement of U.S. 36 (Eldorado Street) from its intersection with 19th Street east to approximately .04 miles east of its intersection with Airport Road, and it is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$251,400.

Section 3. That the CITY OF DECATUR has appropriated the sum of Two Hundred Sixty Thousand Nine Hundred Fifty Dollars (\$260,950.00) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT; and

Section 4. That upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY OF DECATUR, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 24th day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on _____, 2020

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey M. South, P.E.
Region Four Engineer

Date

FAP 320 (U.S. 36)
Section: (137Z,139-X-2)RS-2
CITY Section: 19-00936-00-TL
Macon County
Job No.: C-97-027-15
Agreement No.: JN 719 004
Contract No.: 74710

EXHIBIT B

AN ORDINANCE IN RELATION TO MOTOR VEHICLE PARKING

The CITY has adopted and shall continue to enforce Ordinance 86-23 of the City Code of Decatur. This ordinance prohibits parking in locations where signage to this effect has been erected along Nelson Park Road (U.S. 36) in a manner meeting the requirements of the Department. A copy of this ordinance has been enclosed for reference on the following page.

ORDINANCE NO. 86-23

AN ORDINANCE PROHIBITING PARKING

NELSON PARK ROAD

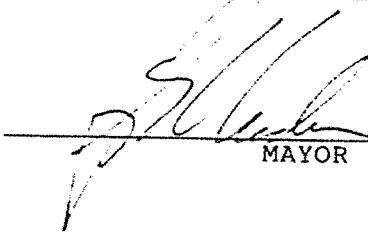
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That when signs are erected giving notice thereof, parking is hereby prohibited at all times on either side of Nelson Park Road from west of 22nd Street easterly east of Maryland Street.

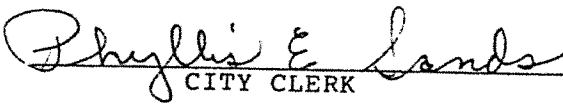
Section 2. That any person, firm or corporation who shall violate any of the provisions of this ordinance shall, upon conviction, be fined not less than One Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00) for each offense.

Section 3. That the provisions of all ordinances or parts of ordinances in conflict with the provisions of this ordinance insofar as the same are in conflict with said provisions be, and the same is hereby, repealed.

PRESENTED, PASSED, APPROVED & RECORDED this 17th day of March, 1986.


MAYOR

ATTEST:


CITY CLERK

PUBLISHED this _____ day of March, 1986.

CITY CLERK

EXHIBIT C

AN ORDINANCE IN PROHIBITING THE DISCHARGE OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER INTO THE STORM SEWER OR DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION WITH THE IMPROVEMENT OF FAP 320 (U.S. 36) IN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS

The CITY has adopted and shall continue to enforce Chapter 38, Sections 23 and 24 of the City Code of Decatur. Among other regulations, these sections prohibit the unsanitary deposit of wastes and requires connection of toilet facilities to sanitary sewer systems in a manner meeting the requirements of the Department.

An excerpt describing sanitary waste disposal has been included for reference as follows:

23. ILLICIT DISCHARGES. For all water generated on developed or undeveloped land entering the municipality's separate storm sewer system, no person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct or continuance of any non- stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:

A. Uncontaminated discharges from the following sources:

- (1) Water line and fire hydrant flushing or other potable water sources;
- (2) Landscape irrigation water or lawn watering with potable water;
- (3) Rising ground water;
- (4) Ground water infiltration;
- (5) Pumped groundwater;
- (6) Discharges from potable water sources;
- (7) Foundation drains;

- (8) Air conditioning condensate;
- (9) Irrigation water, (except for wastewater irrigation);
- (10) Springs;
- (11) Water from crawl space pumps;
- (12) Footing drains;
- (13) Storm sewer cleaning water;
- (14) Water from individual residential car washing;
- (15) Routine external building washdown which does not use detergents;
- (16) Flows from riparian habitats and wetlands;
- (17) Dechlorinated pH neutral swimming pool discharges;
- (18) Residual street wash water;
- (19) Discharges or flows from fire fighting activities;
- (20) Dechlorinated water reservoir discharges;
- (21) Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed),
and;
- (22) Any other uncontaminated water source.

B. Discharges specified in writing by the City Engineer as being necessary to protect public health and safety.

C. Dye testing is an allowable discharge if the City Engineer has so specified in writing.

24. PROHIBITION OF ILLICIT CONNECTIONS. The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

The complete Chapter 38 (STORMWATER ORDINANCE) can be found on line at <https://www.decaturlil.gov/wp-content/uploads/2015/10/code38.pdf>

ORDINANCE NO. _____

**ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN
THE CITY OF DECATUR, MACON COUNTY, ILLINOIS
U.S. 36 (ELDORADO STREET) FROM ITS INTERSECTION WITH 19TH STREET
EAST TO APPROXIMATELY 0.4 MILES EAST OF ITS INTERSECTION WITH
AIRPORT ROAD IN DECATUR**

WHEREAS, the CITY OF DECATUR hereinafter known as CITY, and the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION have entered into an AGREEMENT relative to the improvement of FAP 320 (U.S. 36), State Section (137Z, 139-X-2)RS-2 from its intersection with 19th Street east to approximately 0.4 miles east of its intersection with Airport Road in Decatur; and

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an ordinance regulating encroachment on the right-of-way for said improvement in accordance with the following definitions;

1. Roadway right-of-way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by permanent easement and temporary easement during the time the easement is in effect.
2. Project right-of-way is defined as those areas within the project right-of-way lines established jointly by the CITY and the STATE which will be free of encroachments except as hereinafter defined;
3. Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or maintained, in, on, under or over any portion of the project right-of-way or the roadway right-of-way where no project right-of-way line has been established;
4. Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property, or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported by poles constructed outside the project right-of-way line and not confined by adjacent buildings;
5. Construction easement area is defined as the area lying between the project right-of-way limits and the platted street limits within which the CITY OF DECATUR, by concurrence in the establishment of the project right-of-way lines, will permit the STATE to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the CITY and the STATE, by visual inspection, cooperatively establish project right-of-way line and mutually determine the disposition of encroachments,

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

Section 1. It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any encroachment (herein above defined), except as provided in Section 3, within the limits of the project right-of-way or the roadway right-of-way where no project right-of-way limits have been established.

Section 2. The Project right-of-way limits have been established and shown in the plans.

Section 3. No revocable permits have been issued by the State for the temporary retention of PERMISSIBLE ENCROACHMENTS.

Section 4. This ordinance is intended to be and shall be in addition to all other ordinances, rules and regulations concerning encroachment and shall not be construed as rescinding or repealing any other ordinance or part of any ordinance unless it is in direct conflict therewith.

Section 5. Any person, firm or corporation violating this ordinance shall be fined not less than \$10.00 nor more than \$500.00 for each offense and separate offense shall be deemed committed each and every day during which a violation continues or exists.

Section 6. This ordinance shall be published one time within ten days after its passage in a newspaper having a general circulation in the CITY OF DECATUR, Macon County, Illinois, and shall be in full force and effect after its passage, approval and publication as provided by law.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PASSED: _____

SIGNED: _____

PUBLISHED: _____

Public Works

DATE: 2/12/2020

MEMO: 2020-44

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Amendment No. 1 to the City and State Agreement for the Improvement of U.S. 36 (Eldorado Street) from Fairview Avenue to Church Street Section NO. 19-00932-00-TL; City Project 2019-32.

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the following attached Resolutions authorizing the Mayor to sign and the City Clerk to attest:

1. Amendment #1 to the City and State Agreement for the improvement of West Eldorado Street from Fairview Avenue to Church Street. The Agreement is for \$17,250 with a provision to provide any additional funds necessary to cover the actual costs. This Resolution is Exhibit A in the Agreement.
2. The Purchase of Twelve (12) Opticom GPS intersection radio units and accessories for the Emergency Vehicle Preemption systems from Traffic Control Corporation at a cost of \$74,478.00.

BACKGROUND:

Eldorado Street Pavement Improvement

In April of 2019 the City authorized an agreement with the Illinois Department of Transportation (IDOT) for the City's portion of the major street improvement along Eldorado Street between Fairview Avenue and Church Street. The work included replacement of traffic signals at 6 intersections along with milling off the existing pavement and overlaying the road with new asphalt.

Since approving the agreement, the Fire Department has gained funding to install Emergency Vehicle Preemption (EVP) systems at signalized intersections in the City. Due to the higher

cost to retrofit existing traffic signals, it is proposed to install the City provided EVP systems with the current IDOT projects. Additional EVP systems will also be purchased for the 4 signalized intersections being reconstructed under IDOT's project on U.S. 36 East from the intersection of 19th St to approximately 0.4 miles east of Airport Rd.:

1. US 36 West:
 - a. Fairview Ave. & Eldorado St.
 - b. US 36 & Eldorado St.
 - c. Eldorado St. (US36) & Oakland Ave.
 - d. Eldorado St. (US36) & Van Dyke St.
 - e. Eldorado St. (US36) & Monroe St.
 - f. Eldorado St. (US36) & Edward St.
2. US 36 East:
 - a. U.S. 36 at 22nd Street
 - b. U.S. 36 at Prairie Street
 - c. U.S. 36 at Wood Street
 - d. U.S. 36 at 27th Street

PRIOR COUNCIL ACTION:

April 15, 2019 – City Council approved Resolution No. R2019-57 appropriating motor fuel tax funds for the improvements of US 36 (Eldorado St) from Fairview Ave to Church St.

April 15, 2019 – City Council approved Resolution No. R2019-58 authorizing the plan approval for the improvements of US 36 (Eldorado St) from Fairview Ave to Church St.

April 15, 2019 – City Council approved Resolution No. R2019-59 authorizing an agreement with the State of Illinois for improvements of US 36 (Eldorado St) from Fairview Ave to Church St in the amount of \$85,950.

April 15, 2019 – City Council approved Ordinance No. 2019-16 regulating encroachment on the public ROW between US 36 (Eldorado St) from Fairview Ave to Church St.

When the City Council adopted the FY 2020 budget, it included funding for traffic pre-emption equipment.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City

Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for the proposed project will be from the Decatur Fire Department Small Capital Fund. The amendment to the agreement is for \$17,500.00 with provision that the Council will appropriate additional funds if needed to cover the City's portion of the project. The purchase of the EVP units is for \$74,478 for a total expenditure of \$91,978.

Staffing Impact: The Illinois Department of Transportation will manage the reconstruction project. There will be limited City staff involvement.

Schedule:

It is anticipated that work will begin early summer with a final completion in early 2021.

ATTACHMENTS:

Description	Type
Resolution Authorizing Amendment No. 1 With Exhibit 1	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CITY AND STATE
AGREEMENT FOR THE IMPROVEMENT OF U.S. 36 (ELDORADO STREET)
FROM FAIRVIEW AVENUE TO CHURCH STREET
SECTION NO. 19-00932-00-TL
CITY PROJECT 2019-32**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 313 (U.S. 36), State Section (13Z, 13Z-1)RS-3 from its intersection with Fairview Avenue (IL 48) east to its intersection with Church Street in Decatur; and

WHEREAS, an AMENDMENT has been made to the aforementioned AGREEMENT to include the installation of emergency priority systems (traffic signal pre-empts), with materials supplied by the CITY, at signalized intersections as part of these improvements; and

WHEREAS, in compliance with the aforementioned AMENDMENT, it is necessary for the CITY OF DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement.

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

Section 1. That the Agreement Amendment No 1 between the City of Decatur and the State of Illinois, for the improvement of U.S. 36 (Eldorado Street) from its intersection with Fairview Avenue (IL 48) east to its intersection with Church Street in Decatur, and it is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$17,250.

Section 3. That the CITY OF DECATUR has appropriated the sum of Seventeen Thousand Two Hundred Fifty Dollars (\$17,250.00) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AMENDMENT; and

Section 4. That upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY OF DECATUR, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 24th day of February, 2020.

ATTEST: (SEAL)

JULIE MOORE WOLFE, MAYOR

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on _____, 2020

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey M. South, P.E.
Region Four Engineer

Date

FAP 323 (U.S. 36)
Section: (13Z,13Z-1)RS-3
City Section: 19-00932-00-TL
Macon County
Job No.: C-97-003-15
Agreement No.: JN 719 002
Contract No.: 74702

AGREEMENT AMENDMENT NO. 1

This Amendment entered into this ____ day of _____, A.D., 2020, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF DECATUR, in the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE and the CITY have entered into an Agreement executed on April 15, 2019, which sets forth certain provisions for improving FAP 323 (U.S. 36), State Section (13Z,13Z-1)RS-3 from its intersection with Fairview Avenue (IL 48) east to its intersection with Church Street in Decatur; and

WHEREAS, the STATE and the CITY desire to amend said Agreement.

WHEREAS, the CITY requests for the STATE to include the installation of emergency priority systems (traffic signal pre-empts), with materials supplied by the CITY, at signalized intersections as part of these improvements; and

WHEREAS, the STATE has agreed to the CITY's request;

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree to modification of the original agreement as follows:

1. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for the additional improvements are as follows:

Type of Work	FEDERAL		STATE		CITY		Total
	Cost	%	Cost	%	Cost	%	
Traffic Signal Emergency Priority Systems (6 Intersections)	\$0	0	\$0	0	\$15,000	100	\$15,000
<i>Subtotal</i>	<i>\$0</i>		<i>\$0</i>		<i>\$15,000</i>		<i>\$15,000</i>
P&C Engineering (15%)	\$0		\$0		\$2,250		\$2,250
<i>Total</i>	<i>\$0</i>		<i>\$0</i>		<i>\$17,250</i>		<i>\$17,250</i>

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities by the contract unit prices plus 15% for construction and preliminary engineering.

2. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.

The CITY further agrees that upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.

3. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained traffic signal emergency priority systems including furnishing the electrical energy therefore.

4. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
5. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

All provisions of the original Agreement not altered by this Amendment shall remain in force and effect.

Attest:

Clerk

(SEAL)

CITY of DECATUR

By: _____
Julie Moore Wolfe
Mayor, City of Decatur

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jeffrey M. South, P.E.
Region Four Engineer

Date: _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CITY AND STATE
AGREEMENT FOR THE IMPROVEMENT OF U.S. 36 (ELDORADO STREET)
FROM FAIRVIEW AVENUE TO CHURCH STREET
SECTION NO. 19-00932-00-TL
CITY PROJECT 2019-32**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 313 (U.S. 36), State Section (13Z, 13Z-1)RS-3 from its intersection with Fairview Avenue (IL 48) east to its intersection with Church Street in Decatur; and

WHEREAS, an AMENDMENT has been made to the aforementioned AGREEMENT to include the installation of emergency priority systems (traffic signal pre-empts), with materials supplied by the CITY, at signalized intersections as part of these improvements; and

WHEREAS, in compliance with the aforementioned AMENDMENT, it is necessary for the CITY OF DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement.

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

Section 1. That the Agreement Amendment No 1 between the City of Decatur and the State of Illinois, for the improvement of U.S. 36 (Eldorado Street) from its intersection with Fairview Avenue (IL 48) east to its intersection with Church Street in Decatur, and it is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$17,250.

Section 3. That the CITY OF DECATUR has appropriated the sum of Seventeen Thousand Two Hundred Fifty Dollars (\$17,250.00) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AMENDMENT; and

Section 4. That upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY OF DECATUR, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 24th day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on _____, 2020

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey M. South, P.E.
Region Four Engineer

Date

Public Works

DATE: 2/12/2020

MEMO: 2020-44

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing the Purchase of Twelve Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems

ATTACHMENTS:

Description	Type
Resolution Authorizing Purchase with Exhibit A	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF
TWELVE OPTICOM GPS INTERSECTION RADIO UNITS AND ACCESSORIES
FROM TRAFFIC CONTROL CORPORATION FOR EMERGENCY VEHICLE
PREEMPTION SYSTEMS**

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

Section 1. That the quotation presented to the City Council, herewith Exhibit A, from Traffic Control Corporation for the purchase of twelve Opticom GPS Intersection Radio Units and Accessories for the Emergency Vehicle Preemption systems, in the total amount of \$74,478.00, as Exhibit A, and the same is hereby, received, placed on file and approved.

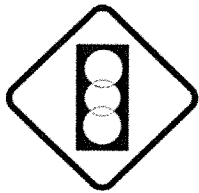
Section 2. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Traffic Control Corporation., for their bid price of \$74,478.00.

PRESENTED AND ADOPTED this 24th day of February 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**TRAFFIC CONTROL
CORPORATION**

10435 ARGONNE WOODS DRIVE
WOODRIDGE, IL 60517
P: 630-543-1300 F: 630-543-5050

EXHIBIT A

QUOTATION**Number 632029**

Page 1 of 1

To 10236
DECATUR, CITY OF
1 GARY K ANDERSON PLAZA
ACCOUNTING DIVISION
DECATUR IL 62523
USA

Attn
Email
Phone 217-424-2708 Fax 217-424-2772

Quote Date 2/14/2020 Expires 3/27/2020
Terms NET 30 BASED ON APPROVED CREDIT
FOB DESTINATION-FRT INCLUDED
Salesperson ANDRE SANTOS
Email asantos@trafficcontrolcorp.com

Letting Date
Book/Call/Item
Contract No

Location CITY OF DECATUR
Description OPTICOM GPS EMERGENCY VEHICLE PREEMPTION

PRICES ARE FOR MATERIAL ONLY - NO INSTALLATION OR ON-SITE ASSISTANCE INCLUDED

Part Number Description	Unit Price	Qty/UM	Net Price
F57140 GPS INTERSECTION RADIO UNIT, OPTICOM 3100: 76-1000-1189-0	2,841.00	10.00 EA	28,410.00
*WITH PURCHASE OF 5 UNITS - YOU WILL RECEIVE 1 UNIT FREE OF CHARGE. PROMOTION IS APPLICABLE PER 5 UNITS PURCHASED.			
TOTAL OF 12 UNITS TO BE RECEIVED			
F60386 PHASE SELECTOR, MULTIMODE, OPTICOM 764: GTT, 76-1000-1054-0	2,946.00	10.00 EA	29,460.00
*WITH PURCHASE OF 5 UNITS - YOU WILL RECEIVE 1 UNIT FREE OF CHARGE. PROMOTION IS APPLICABLE PER 5 UNITS PURCHASED.			
TOTAL OF 12 UNITS TO BE RECEIVED			
F67820 CARD RACK WITH P1 HARNESS ASSEMBLY, OPTICOM 760: GTT, 78-8114-5300-6	303.00	12.00 EA	3,636.00
F71286 GPS INSTALLATION CABLE 500ft, OPTICOM 1070: GTT, 78-8125-0421-1	550.00	12.00 EA	6,600.00
F88336 MULTIMODE AUXILIARY INTERFACE PANEL (AIP), OPTICOM 768: GTT, 76-1000-1059-0	531.00	12.00 EA	6,372.00
Item Total			74,478.00

Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order.
Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com

Public Works

DATE: 2/12/2020

MEMO: 2020-45

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

**Resolution to Appropriate Motor Fuel Tax Funds to Pay the City's Portion to Improve the Taylor Road Bridge over Ward Branch,
SN: 058-6002
City Project 2018-05**

SUMMARY RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to the following resolutions:

1. Resolution appropriating \$300,000 in State Motor Fuel Tax (MFT) funds to pay for the City's \$250,000 match with the State, \$19,468.20 for a preliminary engineering agreement with WHKS to perform construction engineering services, and a \$30,531.80 contingency, for the improvement of the Taylor Road Bridge over Ward Branch (SN 058-6002).
2. Resolution authorizing a Local Public Agency Agreement for Federal Participation to improve the Taylor Road Bridge over Ward Branch (SN 058-6002). The Agreement authorizes a \$1,050,000.00 bridge reconstruction project with Federal funding up to a maximum of \$800,000.00 with the balance, estimated at \$250,000.00, being owed by the City.

BACKGROUND:

All bridges in the United States, including those owned by the City are required by the Federal Government to be inspected every two years to assure the safety of the structures. The City's routine inspections of the Taylor Road Bridge over Ward Branch, and follow-up inspections by the Illinois Department of Transportation (IDOT), identified the need for replacement or repairs (see attached location map). The Taylor Road Bridge currently has a superstructure rating of "4" (Poor Condition) on a scale of 0 - 9 (0 = Required Closure, 9 =

New). The poor rating of the bridge reflects heavy rust damage present on some of the beams underneath the structure.

Federal funding was secured to assist in replacing the bridge. The attached Agreement allocates Federal funding up to \$800,000 of the estimated \$1,050,000 total construction cost. The City match is estimated to be \$250,000.

The City also seeks a construction engineering agreement with WHKS & Co for \$19,468.20 to preform shop drawing review, assist with contractor questions, project coordination and allow for minor site visits.

It is proposed that \$300,000 in State Motor Fuel Tax funds be authorized to cover the City's \$250,000 match and \$19,468.20 construction engineering agreement with a 30,531.80 contingency. The City is ultimately responsible for all costs in excess of \$800,000 in Federal funding.

Because the project will utilize Federal funds, the work will be completed under a State contract with the City providing the daily project inspection under IDOT supervision. The Local Agency Agreement authorizes the use of Federal funds for the project and for the State to oversee the construction contract.

PRIOR COUNCIL ACTION:

June 20, 2016 – City Council was given a memorandum detailing the condition and status of the City's bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges with structural concerns including the Taylor Road Bridge. This project will replace the bridge.

October 3, 2016 – The City Council authorized Resolution R2016-116 approving a Professional Engineering Services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform bridge inspections and prepare preliminary bridge condition reports for a fee of \$77,803.80. The Taylor Road Bridge over Ward Branch was one of the bridges inspected by AECOM.

June 18, 2018 – City Council approved Resolution R2018-77 appropriating \$230,825 in State Motor Fuel Tax (MFT) funds to pay for the agreement with WHKS & Co to perform bridge design services for the Taylor Road Bridge over Ward Branch Creek Bridge.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City

Engineer. Matt will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The Local Public Agency Agreement for Federal Participation authorizes a total project amount of \$1,050,000.00 for the Taylor Road Bridge over Ward Branch (SN 058-6002) with Federal funding up to \$800,000.00. The City's match is estimated to be \$250,000.00. The City will be responsible for the balance required above the agreement amounts. City funding is proposed to be allocated in the State Motor Fuel Tax fund at \$300,000.

Staffing Impact: Staff time is allocated to manage the Taylor Rd bridge improvement project.

Construction Schedule:

The project is scheduled for a State bid letting on April 24, 2020. Construction should begin in the spring and be completed by the end of 2020. Taylor Road will be closed during construction.

ATTACHMENTS:

Description	Type
Resolution Appropriate MFT with Exhibit A and B	Resolution Letter
Location Map	Backup Material

RESOLUTION _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS TO PAY THE CITY'S
PORTION TO IMPROVE THE TAYLOR ROAD BRIDGE OVER WARD BRANCH,
SN: 058-6002
CITY PROJECT 2018-05**

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

Section 1. That the Preliminary Engineering Services Agreement for Motor Fuel Taxes for construction services for the Taylor Road Bridge over Ward Branch, presented to the Council herewith, as Exhibit A and made part hereof, between the City of Decatur and WHKS & Co. be, and the same hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Preliminary Engineering Services Agreement for Motor Fuel Tax Funds between the City of Decatur and the State of Illinois, acting through the Illinois Department of Transportation.

Section 3. That there is hereby appropriated the sum of \$300,000 of State Motor Fuel Tax funds for the purpose of paying the City's share of Motor Fuel Tax eligible costs for the Taylor Road Bridge over Ward Branch Replacement under the applicable provisions of the Illinois Highway Code.

Section 4. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Taylor Road / Ward Branch Bridge Replacement project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 18-00805-00-BR.

Section 5. That the Clerk shall, as soon as practicable after the close of the project, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this project; and,

Section 6. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit B and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 24th day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Municipality City of Decatur	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering And Construction Guidance Agreement For Motor Fuel Tax Funds	CONSULTANT	Name WHKS & Co
Township				Address 3695 6 th Street Frontage, Suite A
County Macon				City Springfield
Section 18-00805-00-BR				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION, Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Taylor Road (FAU 7426) - Bridge Replacement

Route FAU 7426 Length 400.00 FT (.076 Miles) (Structure No. 058-6002)

Termini Taylor Road-As necessary to tie bridge approaches into existing roadway.

Description:

Taylor Road- Removal and replacement of existing bridge structure including necessary approach roadway work.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

NOTE: Four Copies to be submitted to the Regional Engineer

- i. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals.
- l. ☒ Furnish construction guidance. Construction guidance shall include:
 - (1) Consultation on interpretation of plans and specifications and changes during construction.
 - (2) ~~Checking all shop and working drawings.~~ **SEE ADDENDUM**
 - (3) Periodical job-site observation as construction progresses.
 - (4) ~~Reviewing and checking all reports by testing laboratories on equipment and material tested.~~
 - (5) ~~Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.~~
 - (6) ~~Conducting final observation of construction and preparation of final papers and reports.~~
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus, payrolls insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. ~~To pay for the services stipulated in paragraph 11 a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES. SEE ADDENDUM~~
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, ~~in accordance with the following schedule:~~
 - a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraph 1a through 1j under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1j.~~
 - b. ~~Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.~~
 - c. ~~Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.~~

By mutual agreement, partial payments ~~not to exceed 90 percent of the amount earned~~ may be made from time to time as the work progresses.
5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 190 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 190 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

By _____

City _____ Clerk

(Seal)

Executed by the ENGINEER

ATTEST:

By Cory W. Chamberlain  Digitally signed by Cory Chamberlain
Date: 2020.02.18 14:50:43-06'00'

Title _____

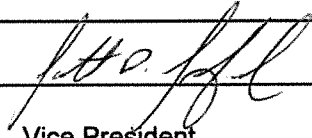
City of Decatur of the
(Municipality/Township/County)

State of Illinois, acting by and through its

City Council

By _____

Title _____

By  _____

Title Vice President

Approved _____ Date Department of Transportation _____ Regional Engineer

ADDENDUM
Preliminary Engineering And Construction Guidance Agreement
For Motor Fuel Tax Funds

Taylor Road (FAU 7426) over Ward Branch Bridge Replacement

Revise item I (2) under Section 1 of THE ENGINEER AGREES to:

- (2) Review PPC I beam and Rebar shop drawings for general conformance to plans and specifications.

Revise item 3 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraph 1I a sum of money ESTIMATED TO BE \$19,468.20 which includes estimated out-of-pocket expenses of \$441 as shown in Attachment A.



ATTACHMENT A

Engineering Estimate Summary			
WHKS Labor Fee (Est)	\$ 19,027.20		
WHKS Direct Cost (Est)	\$ 441.00		
Sub - Survey/ROW Plats	\$ -		
Sub- Soil Borings	\$ -		
Contingency	\$ -		
Total Engineering Estimate	\$ 19,468.20		

WHKS Labor Fee (Est)	\$ 19,027.20	97.7%
WHKS Direct Cost (Est)	\$ 441.00	2.3%
Sub - Survey/ROW Plats	\$ -	0.0%
Sub- Soil Borings	\$ -	0.0%
Contingency	\$ -	0.0%

% of Estimated Construction Cost			
Est. Construction Cost	\$ 1,000,000.00	Adjusted From BCR	
% Const w/o contingency	1.9%		
% Const w contingency	1.9%		

Scope: Review shop drawings for PPC I beams and rebar for general conformance to plans and specifications. City with minor construction questions as necessary (assume 40 hours). Assume 4 site visits duration of project to answer construction related questions. No construction observation or documentation assumed.

Project Data													
Client: City of Decatur													
Route: Taylor Road (FAU 7426)													
Section No.: 18-00805-00-BR													
Structure #s: 058-6027 (P), 058-6002 (E)													
001 Project Administration													
Item Description	Total Hours	Project Manager	Transportation Eng I	Transportation Eng II	Transportation Eng III	Structural Eng I	Structural Eng II	Structural Eng III	Hydraulic Eng I	Hydraulic Eng II	Hydraulic Eng III	Engineering Tech I	Engineering Tech II
01 Project Admin and Management	4	4											
02 Billing/Invoicing (1 hours/invoice x 3 invoices)	3	3											
03 Sub-Consultant Coordination	0												
	0												
Labor Hours Subtotal	7	7	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 1,344.00	\$ 1,344.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
002 Construction Related Services													
01 PPC I Beam Shop Drawing Review/Coordination	17	1				4	12						
02 Rebar Shop Drawing Review/Coordination	10					2	6						
03 Precon Meeting (assume 2 people at 4 hours with drive)	8					4							
04 In-house Questions and Coordination (assume 36 hours)	36	4	4			16							
05 Site Visits- Assume 4 (2 people, 4hrs each with drive)	32					16							
04	0												
04	0												
04	0												
05	0												
06	0												
Labor Hours Subtotal	103	5	36	0	0	42	18	0	2	0	0	0	0
Labor Costs Subtotal	\$ 17,683.20	\$ 960.00	\$ 6,451.20	\$ -	\$ -	\$ 7,392.00	\$ 2,592.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Labor Hours													
Total Labor Cost													
110	\$ 19,027.20	\$ 2,504.00	\$ 6,451.20	\$ -	\$ -	\$ 7,392.00	\$ 2,592.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
288.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Decatur
Taylor St Bridge Replacement (058-6002)
WHKS - Estimated Direct Expenses

Mileage

Assumptions: Following are estimated trips between the WHKS Springfield office and the Project Site or City of Decatur Offices (approximately 100 miles/round trip).

- 1 trips for Precon Meeting = 100 x \$0.58	\$ 58.00
- 4 trips for construction related inspections of project = 4 x 100 x \$0.58	\$ 232.00
Mileage Total =	\$ 290.00

Meals

Assumptions: 1 (one) lunch meal for day of inspection per person. Assume 2 people per trip.

1 meal for day of inspection, \$12 per meal per person = 2 x \$12 x (4 trips)	\$ 96.00
Meals Total =	\$ 96.00

Printing/Copying

Assumptions: Only printing and or copying at WHKS office. 11x17 sets. No full size sheets.

Misc documentation for various approvals (assume 2 submittals @ 25 pages) = 2 x 25 x \$0.10/copy	\$ 5.00
Print/Copy Total =	\$ 5.00

Postage

Assumptions: Fedex shipping of plans and specifications

Shop Drawings (Beams)	\$ 25.00
Shop Drawings (Rebar)	\$ 25.00
Postage Total =	\$ 50.00

TOTAL ESTIMATED DIRECT EXPENSES = \$ 441.00



**Resolution for Improvement
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Supplemental	18-00805-00-BR

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Decatur, Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+					

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+	Taylor Rd Bridge	058-6002	FAU7426	.6 Mi S of IL 48	over Ward Branch Creek
+					
+					

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Complete removal and replacement of the Taylor Rd Bridge over Ward Branch Creek

2. That there is hereby appropriated the sum of Three Hundred Thousand and 00/100
 Dollars (\$300,000.00) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim L. Althoff City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Decatur, Illinois in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur, at a meeting held on February 24, 2020
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of February, 2020
Day Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date

Taylor Road Bridge Replacement Project
Location Map
City Project 2018-05



Public Works

DATE: 2/13/2020

MEMO: 2020-45

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Local Public Agency Agreement for Federal Participation with the State of Illinois to Improve the Taylor Road Bridge over Ward Branch SN: 058-6002. City Project 2018-05.

PRIOR COUNCIL ACTION: This project is anticipated in and by the FY 2020 budget.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Local Public Agency Agreement with Exhibit A	Resolution Letter
Location Map	Backup Material

CITY OF DECATUR
Section No.: 18-00805-00-BR
Project No.: NYLK(883)
Job No.: C-97-060-19

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A LOCAL PUBLIC AGENCY AGREEMENT FOR
FEDERAL PARTICIPATION WITH THE STATE OF ILLINOIS TO IMPROVE THE
TAYLOR ROAD BRIDGE OVER WARD BRANCH
SN: 058-6002
CITY PROJECT 2018-05**

WHEREAS, the City of Decatur endeavors to improve Taylor Road by the replacement of a bridge superstructure over Ward Branch Creek crossing, known to the Illinois Department of Transportation as MFT Section Number 18-00805-00-BR and State Job Number C-97-060-19.

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

WHEREAS, the Federal funding source requires a match of local funds, and;

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

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00), in State Motor Fuel Tax funds to match Federal funds in the completion of the aforementioned project known as MFT Section Number 18-00805-00-BR.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project, hereto attached as Exhibit A.

PRESENTED and ADOPTED this 24th day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Decatur	Macon	18-00805-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	DUATS	DEC19-02

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

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-060-19	NYLK(883)				

Engineering

Right of Way

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Taylor Road	FAU 7426	0.01	00.64	00.65

Location Termini
0.6 Mile South of Ill 48 at Ward Branch

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Decatur	058-6002	Remove

PROJECT DESCRIPTION

Complete removal and replacement of existing structure.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

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

	1.	Location Map
	2.	Division of Cost
-	3/	LPA Appropriation Resolution
Add Row		

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Julie Moore-Wolfe

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's Tin number is

376001308 conducting business as a Governmental Entity.

Duns Number 075613000

APPROVED

State of Illinois

Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Chief Fiscal Officer (CFO)

Date

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

ADDENDA NUMBER 2

Local Public Agency	County		Section Number
City of Decatur		Macon	18-00805-00-BR
Construction	Engineering	Right of Way	
Job Number	Job Number	Job Number	Project Number
C-97-060-19	NYLK(883)		

DIVISION OF COST

	Type of Work	Federal Funds			State Funds			Local Public Agency		
		Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
-	Participating Construction	STU	\$800,000.00	*				Local Match	\$250,000.00	BAL
-										
-										
-										
-										
-										
-										
-										
-										
-										
-										
		Total	\$800,000.00		Total			Total	\$250,000.00	
										\$1,050,000.00

Add

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

*80% STU Funds NTE \$800,000

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

Taylor Road Bridge Replacement Project
Location Map
City Project 2018-05



Public Works

DATE: 2/18/2020

MEMO: 2020-49

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting the Bid Price of Bob Ridings Inc. for the Purchase of One (1) 2020 Ford F-250 Pickup Truck with a Lift Gate and Snow Plow.

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$41,850.00 to Bob Ridings, Inc. for one (1) 2020 Ford F-250 Super Crew Cab, 4-wheel drive pickup truck with a rear lift gate and snow plow.

BACKGROUND:

The City of Decatur Lake Management Department has requested one (1) new vehicle to replace one (1) 2006 Ford F-250 Pickup Truck due to its age and condition.

The vehicle being replaced is: One 2006 Ford F-250 Crew Cab, 4-wheel drive pickup with a rear lift gate, snow plow and has 91,694 miles.

The replacement vehicle is estimated to be delivered in 90-120 days.

DISPOSAL OF REPLACED UNITS: The replaced vehicle will be sold or auctioned at a time after the new vehicle is put into service.

OTHER BIDDERS: Schimmer Ford Lincoln Hyundai.

LEGAL REVIEW: There are no contracts for Legal to review.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote bid specifications based on Lake Management Department requirements.

STAFF REFERENCE: Matthew 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 expenditure is available in the FY2020 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid Price of Bob Ridings Inc. for the Purchase of One (1) 2020 Ford F-250 Pickup Truck with a Lift Gate and Snow Plow	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF BOB RIDINGS INC., FOR THE
PURCHASE OF ONE (1) 2020 FORD F-250 PICKUP TRUCK WITH A LIFT GATE
AND SNOW PLOW**

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

Section 1. That the bid received for one (1) 2020 Ford F-250 Super Crew Cab, 4-Wheel Drive, Pickup Truck with Lift Gate and Snow Plow, presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price of Bob Ridings Inc., in the amount of \$41,850.00 be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Bob Ridings Inc., for their bid price of \$41,850.00.

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 24th day of February 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**Project Name: Heavy Duty Super Crew Cab Pickup
Truck with Liftgate and Plow**

Project Number: PUR2020-01

Bid Date: February 12, 2020

Time: 10:00 a.m.

**Bob Ridings, Inc.
Taylorville, IL**

**Schimmer Ford
Lincoln Hyundai
Peru, IL**

Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
Heavy Duty Super Crew Cab Pickup Truck with Liftgate and Plow	1		Ford 2020		Ford 2020	
			F250	\$41,850.00	F250 Crew	\$46,649.32

TOTAL

\$41,850.00

\$46,649.32

Public Works

DATE: 2/14/2020

MEMO: 2020-47

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing the Purchase of Peristaltic Pump from Vandevanter Engineering Co. for South Water Treatment Plant.

SUMMARY RECOMMENDATION:

Council adopt the attached resolution authorizing the purchase of one Verder Verderflex VF65 peristaltic hose pump for the South Water Treatment Plant from Vandevanter Engineering Co. at a cost of \$25,208.00.

BACKGROUND:

The South Water Treatment Plant has three pumps that transfer brine (a salt and water solution mix) from the brine production system storage to the ion exchange vessels for regeneration of the vessels at the nitrate facility. The regeneration process removes the alkalinity, nitrates and sulfates from the anion resin in the vessels and returns the resin to the chloride form. The pump to be replaced is out of service due to the failure of internal mechanisms. The three pumps are original to the nitrate facility, are 18 years old, have reached their reliable service life and are obsolete for replacement parts. It is proposed that the malfunctioning pump be replaced at this time and the remaining 2 pumps will be scheduled for replacement over the next 2 years.

City staff solicited quotes from 3 venders. Two quotes were received:

<u>Vender</u>	<u>Quote</u>
Vandevanter Engineering	\$24,708.00
IPEG Industrial Process Equipment Group	\$30,267.00

Staff recommends that a Verder Verderflex VF65 brine solution peristaltic hose pump unit be purchased from Vandevanter Engineering. The cost for the new pump is \$25,208.00. The quote is attached.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None Foreseen

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863.

BUDGET/TIME IMPLICATIONS:

This expenditure will be funded from the Public Works Water Capital Fund 81.

ATTACHMENTS:

Description	Type
Resolution Authorizing the Purchase of Peristaltic Pump from Vandevanter Engineering Co. for South Water Treatment Plant	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF
PERISTALTIC HOSE PUMP FROM VANDEVANTER ENGINEERING CO.
FOR SOUTH WATER TREATMENT PLANT**

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

Section 1. That the quotation presented to the City Council, herewith Exhibit A, from Vandevanter Engineering Co. for the purchase of one peristaltic hose pump, for South Water Treatment Plant, in the total amount of \$25,208.00, as Exhibit A, and the same is hereby, received, placed on file and approved.

Section 2. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Vandevanter Engineering Co., for their bid price of \$25,208.00.

PRESENTED AND ADOPTED this 24th day of February 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



cogentcompanies.com

**Proposal # OP-497068-R1
February 8, 2020**

**Mr. Randy Weaver
City of Decatur – South Water Treatment Plant
1 Gary K. Anderson Plaza
Decatur, IL 62523**

RE: REVISED REPLACEMENT BRINE SOLUTION PERISTALTIC HOSE PUMP PROPOSAL

Dear Randy,

Thank you for taking the time recently to request a Proposal for the Replacement Pump above. I have Revised this Proposal to Include the Price Increase for 2020. We are going to quote a pump that is Functionally Equal to the Alfa – Laval Pump that you are currently using in this Application. Based on the Information you sent, We Propose the Following:

**ONE (1) – VERDER Model # V065NRCMUSPAKT – VERDERFLEX VF65 Pump Unit, To include
The Following Features:**

**Pump to Deliver 60 GPM @ 40 RPM
Close Coupled Design
Cast Iron Pump Housing and Rotor
Polished Aluminum Pressing Shoes
ASA/ANSI 150 LB Flanges, with 2.5" Ports
Polypropylene Hose Inserts
Natural Rubber Hose
Planetary In –Line Gear Reducer with NEMA Input Adapter, with 54 RPM Output
10 HP Premium Efficiency TEFC Motor, 230/460 Volt Three Phase, 1750 RPM
Pump to be Mounted on a Powder Coated Carbon Steel Frame**

PRICE FOR PUMP LISTED ABOVE.....\$24,708.00

**Normal Delivery is 6 – 8 Weeks after Receipt of your Signed Proposal or Your Purchase Order.
Standard Terms and Conditions will apply.**

FOB Factory – Freight will be added to the Total Above, and is estimated to be \$500.00 added to the Total above.

TERMS: See attached Terms and Conditions

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact me at (314) 402-3642. If the proposal meets your

CALVERT CITY

DECATUR

ST. LOUIS

**5477 GILBERTSVILLE HWY
CALVERT CITY, KS 62029
270-395-4942 MAIN
270-395-4943 FAX**

**1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-650-7404 MAIN
217-428-5694 FAX**

**1550 LARKIN WILLIAMS ROAD
FENTON, MO 63025
636-343-8880 MAIN
636-343-1720 FAX**

Proposal # OP-497068-R1
Page -2-

approval, please sign, date and mail or fax a copy back to our office and we will order your equipment.

Thank you for the opportunity to furnish this proposal to the CITY OF DECATUR. If I can be of further assistance to you on this or future projects, please let me know.

Sincerely,



Michael A. Rynd

VANDEVANTER ENGINEERING CO.
Aftermarket/Service Representative

MAR/mar

ACCEPTED THIS DATE _____ BY _____

COMPANY _____ TITLE _____

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 67029
270-395-4942 MAIN
270-395-4943 FAX

DECATUR

1510 E. MCBRIDE AVENUE
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DECATUR, IL 62526
217-650-7404 MAIN
217-428-5694 FAX

ST. LOUIS

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX

Public Works

DATE: 2/14/2020

MEMO: 2020-46

TO: Mayor Julie Moore Wolfe and City Council

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

SUBJECT:
Resolution authorizing a Professional Engineering Services Agreement with Northwater Consulting Inc. for Lake Decatur Watershed Management Plan, Phase 1. City Project 2019-38.

SUMMARY RECOMMENDATION:

It is recommended that the Council adopt the attached Resolution authorizing a Professional Engineering Services Agreement with Northwater Consulting, Inc. for Phase 1 of the Lake Decatur Watershed Management Plan at a cost not to exceed \$190,442.98.

BACKGROUND:

According to the Illinois State Water Survey (in 1987), Lake Decatur's 925 square mile watershed (also called the Upper Sangamon River watershed) contributed an estimated 160,000 tons (or 150 acre feet) of sediment annually deposited on the lake bottom. The recently completed \$92M dredging project removed 6,887 acre feet of sediment. In theory, at the current estimated sedimentation rate, all of the dredging project's water storage gains will be lost in 46 years. The sedimentation of water bodies such as Lake Decatur are generally not regulated by the State or Federal government.

According to the Illinois State Water Survey (in 2010), the Upper Sangamon River watershed contributes an estimated 6,808 tons (or 23 pounds per watershed acre) of nitrate nitrogen (commonly called nitrate) annually to Lake Decatur. For an average of 53 days per year, the lake's nitrate level exceeds the State and Federal drinking water standard of 10 mg/l, causing the City to operate its nitrate reduction facility at a cost of around \$144,425 annually plus electricity (when calculated with 2019 operating costs). This intervention keeps the city in compliance with nitrate removal requirements. But to the extent that the city can reduce incoming sediment and nitrate levels, that would be a better way of managing the water utility

than treating for the effects after the sediment and nitrates are already in the lake. Finding long-term solutions for these reductions, monitoring progress in a more effective way, and pursuing other strategies that will improve the management of the lake and its watershed are the objectives of this work.

For reference, a Lake Decatur watershed map is enclosed.

In order to accomplish the City Council's Strategic Planning Priority Goal #6, and significantly reduce the amount of sediment and nitrate entering Lake Decatur, a request for statements of qualifications and proposals was advertised on September 4, 2019. The request was sent to 30 consulting firms, organizations and individuals and 8 proposals were received. A City staff panel and a retired Springfield, Illinois, City Water, Light and Power employee evaluated the proposals. City staff then conducted interviews with the top 4 firms and concluded that Northwater Consulting Inc. is the best suited firm to perform this work.

Northwater Consulting Inc. has successfully completed comparable watershed management projects for these Illinois lakes and watersheds: Waverly Lake, Otter Lake, Lake Vermilion, Lake Mauvaise Terre, Lake Springfield, Lake Bloomington, Upper Macoupin Creek, Des Plaines River and Lower DuPage River. The firm also performed work for the Lake Decatur Big Ditch and Big/Long Creek subwatersheds implementation plan.

The planning and implementation of a comprehensive plan for a large watershed the size of Lake Decatur's takes a significant amount of time and resources. The review involves numerous steps that must be completed in order to determine future actions, including the potential award and timing of watershed conservation funding grants. This unpredictability makes it advisable to complete the project in four phases. As Phase 1 is being completed, a detailed Phase 2 scope of services and costs will be established for City Council consideration. The same is planned for Phases 3 and 4. It is anticipated that Council will act on Phase 2 in August-September of this year; Phase 3 in June-July 2021, and Phase 4 in December of 2021. It may be that the outer phases can be combined as information is gathered and preliminary conclusions are drawn. It is estimated that the future phases of the project will cost between \$600,000 and \$1.1 million depending on the results of prior phases and the supplemental items Council may choose to act on.

The major tasks that Northwater Consulting Inc. will complete in Phase 1 are listed below. Task details are described in the attached agreement's Exhibit A, Scope of Work.

1. Stakeholder Engagement & Audit – Formal engagement with stakeholders to initiate the watershed planning process.
2. Data Mining & Initial Watershed Characterization – Determine a preliminary understanding of the watershed and identify important data gaps.
3. Monitoring Strategy & Plan – Design a monitoring plan to estimate the input of sediment and nitrogen into Lake Decatur. This will include installing instrumentation and a recurring physical measurement plan.

4. Monitoring Setup & Commissioning – Execute and commission the monitoring plan.
5. Grant Applications – Lead the preparation and submittal of two significant watershed conservation grant applications.
6. Five Year Strategy – Develop a near term strategy for the City and relevant watershed partners.

To enable the City Council's examination all of the City's water system needs in a more comprehensive manner, City staff and our consulting firms plan to present the findings of the Lake Decatur Watershed Management Plan Phase 1 this Fall, along with the Additional Water Supplies Plan and the Water Utility Long Term Sustainability Plan. This approach will enable the City Council to comprehensively plan for the short, medium and long term needs of our entire water system.

PRIOR COUNCIL ACTION:

On June 7, 2019, the City Council directed staff to recruit a consulting firm to prepare a comprehensive Lake Decatur Watershed Management Plan.

On June 21, 2019, the City Council developed Strategic Planning Priority Goal #6: Collaborate with other stakeholders so that the management of Lake Decatur, and adjoining public open spaces, is integrated into a coordinated plan.

POTENTIAL OBJECTIONS: None Foreseen.

INPUT FROM OTHER SOURCES: Northwater LLC

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Matt and representatives of Northwater will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:

This expenditure will be paid from the Public Works Water Lake Capital Budget, as anticipated in the adopted FY 2020 budget. This phase of the project will take approximately seven months to complete.

ATTACHMENTS:

Description	Type
Resolution with Exhibit 1	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH
NORTHWATER CONSULTING INC. FOR LAKE DECATUR WATERSHED
MANAGEMENT PLAN PHASE 1
CITY PROJECT 2019-38**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit 1 and made part of hereof, between Northwater Consulting Inc. and the City of Decatur, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Northwater Consulting Inc. for a cost not to exceed \$190,442.98

PRESENTED AND ADOPTED this 24th day of February 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and Northwater LLC, DBA Northwater Consulting, ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.
5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall

assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.

- f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

- 1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
- 3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information

and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting

Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II an amount based on Direct Labor Costs times 3.0 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10 (10% markup).
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll

telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
 2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

This Agreement is made between the City and the Consulting Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2020

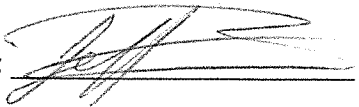
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: 
Jeff Boeckler, Owner
Northwater LLC

SCOPE OF WORK



Exhibit A

Lake Decatur Watershed Management Plan

- SCOPE OF SERVICES & BUDGET -

Northwater Consulting

February 13, 2020

Exhibit A

PHASE 1 – Baseline Assessment & Five-Year Strategy

Phase I Period: March through September 2020 (7-months)

Task 1.1. Stakeholder Engagement & Audit

In this task we will commence formal engagement with stakeholders to initiate the watershed planning process.

The following activities are planned:

- Introductions and a combination of conference call and in-person meetings with stakeholders as identified but not limited to those in Table 1 of the Northwater Statement of Qualifications/Proposal for Services.
- Conduct interviews with potential watershed partners to understand funding availability and needs, capacity, and technical capabilities related to participating in specific management tasks, including collaboration on a plan. Our goal this is to determine exactly how each can contribute, what resources they can leverage versus what they might need and their priorities as it relates to the watershed. From here we can determine if any current services can be performed by City staff, who to continue/discontinue working relationships, and what research linkages to pursue
- Conduct interviews with City staff to determine capabilities and capacity for assuming a more active role in watershed management.
- Development of an organizational chart and structure for watershed planning, management and implementation.
- Initial partner negotiations for roles and responsibilities.
- Requests for data, work product and information from stakeholders.
- Develop preliminary Lake Decatur Watershed Plan outline.

Task 1.2. Data Mining & Initial Watershed Characterization

In this task we will invest in compiling and synthesizing data and work product in order to support a preliminary understanding of the watershed. This step will support all subsequent tasks and phases of the contract and allow for the identification of data gaps that can be addressed with subsequent activities.

The following activities are planned:

- Data mining related to the lake and watershed from public, private, institutional and Non-Governmental Organization sources.
- Request data from current or past City consultants, as relevant.
- Synthesis of relevant datasets into formats to support analysis and data gaps analysis.
- Watershed reconnaissance and windshield survey.

- Data gaps analysis to guide data collection and monitoring priorities.
- Develop limited watershed characterization elements of the watershed plan.

Task 1.3. Monitoring Strategy & Plan

For this task, Northwater will design a monitoring plan to address the City's objectives of estimating the input of sediment and nitrogen into Lake Decatur.

The following activities are planned:

- Review of current and past monitoring programs.
- Flow, sediment and nutrient analysis of subwatersheds, including Lake Decatur Bluffs subwatersheds.
- Assessment of relationships between Monticello United States Geological Survey gage and inflow to Lake Decatur.
- Meeting with Illinois State Water Survey, City of Decatur Public Works and others.
- Monitoring scope of work, budget and sampling plan

Task 1.4. Monitoring Setup & Commissioning

The monitoring plan from task 1.3 will be executed and commissioned. While the specific details of the monitoring system are yet to be finalized, the following assumptions have been made with regards to the scope of work and budget:

- Installation of 3 to 4 flow and water quality monitoring stations in the watershed. Tentative locations currently being considered include, (i) Sangamon River at Oakley Road or IL 32, (ii) Friends Creek, (iii) Big/Long Creek, and (iv) Sand Creek.
- Optimization of current City-led monitoring at water intake.
- Initial snapshot monitoring / data collection at monitoring stations.
- The budget includes an estimate for equipment, hardware, sensors and infrastructure. It also includes a subcontractor budget that may be necessary to fabricate and/or install secure infrastructure at select stations.

This task does not include the regular monitoring, which will be included in subsequent phases. Monitoring / surveying of lake and sediment trap bathymetry are not included in this contract but can be led by Northwater if desired by the City.

Task 1.5. Grant Applications

Northwater will lead the development of a Regional Conservation Partnership Program grant application and an Illinois Environmental Protection Agency 319 grant application on behalf of the City. The following activities will be included:

- Support City in seeking partner contributions and support letters.
- Determine appropriate grant applicant.
- Design a winnable grant project and vision in partnership with stakeholders.

- Participate in meeting with relevant agencies to discuss the plan to submit.
- Advance the detail of site-specific project and costs.
- Perform cursory modeling as necessary to roughly estimate load reduction estimates resulting from the proposed grant programs.
- Lead the development of the grant budget.
- Take the lead on writing, compiling and submitting the grant applications on behalf of the selected applicant.

Task 1.6. Five Year Strategy

Compile information gleaned from Tasks 1.1-1.5 to develop a five-year strategy. A succinct report and strategy document will be completed and submitted to the City and relevant watershed partners.

PHASE 2 Preliminary Tasks – Watershed Plan Development

Phase 2 Period: October 2020 – June 2021 (9-months)

Phase 2 tasks will be more specifically defined and detailed following the completion of Phase 1, a summary of the expected tasks are outlined below.

Phase 2 Expected Tasks	Description
Task 2.1. Monitoring Program	• Nine months of continued monitoring per approved monitoring plan. • Quarterly data reports.
Task 2.2. Watershed Coordination	• Continued role serving as watershed coordinator on behalf of the City.
Task 2.3. Watershed Characterization	• Completion of the watershed characterization component of the 9-element plan.
Task 2.4. Identify Causes and Sources of Pollution	• Completion of the analysis of pollution sources and the required section of the 9-element plan.
Task 2.5. Pollution Load Modeling and Analysis	• Build and calibrate a generalized non-point source pollution load model using Spatial Watershed Assessment and Management Model (SWAMM). Selection of sub-basin(s) for more detailed modeling in subsequent phase. Writing the relevant section of the watershed plan.
Task 2.6. Establish Load Reduction Targets	• Establish load reduction targets/goals to achieve water quality objectives for Lake Decatur. Write the relevant section of the watershed plan.
Task 2.7. Identification of Critical Areas & Hot Spots	• Initial critical area and hotspot analysis and windshield survey verification. Write relevant section of the watershed plan.
Task 2.8. 319 Grant Application	• Northwater to lead the development and submittal of section 319 grant application on behalf of the City or other identified partner(s).

PHASE 3 Preliminary Tasks – Watershed Implementation Plan

Phase 3 Period: July 2021 – December 2021 (6-months)

Phase 3 Expected Tasks	Description
Task 3.1. Monitoring Program	- Continued monitoring per approved monitoring plan. - Quarterly data reports.
Task 3.2. Watershed Coordination	Continued role serving as watershed coordinator on behalf of the City.
Task 3.3. Site Specific Action Plan	- Complete detailed modeling of priority sub-basin(s). - Completion of site-specific action plan component at a scale and scope determined in subsequent phases.
Task 3.4. Programmatic Action Plan	Completion of site-specific action plan component at a scale and scope determined in subsequent phases.
Task 3.5. Load Reduction Calculations	Complete load reductions calculations where applicable using project locations identified in 3.3 and 3.4.
Task 3.6. Education & Outreach Action Plan	Work with watershed stakeholders to complete an education and outreach component of the plan. This will build from existing efforts in the watershed.
Task 3.7. Cost Estimates & Financial Plan	Develop reasonable cost estimates for plan implementation.
Task 3.8. City Owned Property Management Plan	Integrate city owned property management into plan and action items and develop cost estimates and calculate load reductions if applicable.
Task 3.9. Sediment Reuse Evaluation	Characterize dredged sediment and evaluate beneficial reuse and provide recommendations.

PHASE 4 Preliminary Tasks – Finalize Plan & Initiate Implementation

Phase 4 Period: January 2022 – December 2022 (12-months)

Phase 4 Expected Tasks	Description
Task 4.1. Monitoring Program	- Continued monitoring per approved monitoring plan. - Quarterly data reports.
Task 4.2. Watershed Coordination	Continued role serving as watershed coordinator on behalf of the City.
Task 4.3. Plan Submittal and Comments	Completion of draft 9-element plan. Address City and stakeholder comments
Task 4.4. Plan Adoption	Adopt plan and initiate priority implementation actions.
Task 4.5. Grant Application	Complete and submit grant application(s) for initial implementation activities.
Task 4.6. Implementation Grant Management	Manage priority implementation actions.

Optional Supplemental Activities

Phase 4 Tasks	Description
A1: Engineering and Feasibility for Infrastructure Projects	Complete necessary engineering and permitting for large infrastructure projects
A2: 2023 - 2024 Watershed Management and Implementation Consulting	Continued serving watershed coordinator roles on behalf of the City.
A3: SWAMM Online System	Integrate plan components, existing practices and efforts into an online system to simplify coordination amongst watershed partners and City staff.
A4: 2023-2024 Monitoring	Continue monitoring.
A5: 5-year Monitoring Analysis & Report	Perform analysis and develop a report.

Exhibit A

Budget

A.1 – Phase I Budget

A.2 – Preliminary Phase II – IV Budget

Lake Decatur Watershed Management Phase I: March 2020 - September 2020

Principal	Sr. Engineer / Scientist	Engineer / Scientist II	Environmental Scientist / GIS Analyst I	Environmental Technician / GIS Analyst
Hours				
Task 1.1: Stakeholder Engagement & Audit	120	0	0	32
Task 1.2: Data Mining & Initial Characterization	32	4	80	60
Task 1.3: Monitoring Strategy & Plan	32	8	60	8
Task 1.4: Monitoring Setup & Commissioning	110	24	90	24
Task 1.5: RCPP & 319 Grant Applications	54	0	8	62
Task 1.6: Five Year Strategy	32	0	0	32

Direct Labor				
Task 1.1: Stakeholder Engagement & Audit	\$6,634.80	\$0.00	\$0.00	\$867.84
Task 1.2: Data Mining & Initial Characterization	\$1,769.28	\$174.00	\$2,976.00	\$1,627.20
Task 1.3: Monitoring Strategy & Plan	\$1,769.28	\$348.00	\$2,232.00	\$216.96
Task 1.4: Monitoring	\$6,081.90	\$1,044.00	\$3,348.00	\$650.88
Task 1.5: RCPP & 319 Grant Applications	\$2,985.66	\$0.00	\$297.60	\$1,681.44
Task 1.6: Five Year Strategy	\$1,769.28	\$0.00	\$0.00	\$867.84

Direct Costs (Subs, mileage, equipment, etc.)	ODCs	Subconsultant #1	Subconsultant #2	Subcontractors	10%	Total
Task 1.1: Stakeholder Engagement & Audit	\$720.00	\$0.00	\$0.00	\$0.00	\$72.00	\$792.00
Task 1.2: Data Mining & Initial Characterization	\$550.00	\$0.00	\$0.00	\$0.00	\$55.00	\$605.00
Task 1.3: Monitoring Strategy & Plan	\$180.00	\$0.00	\$0.00	\$0.00	\$18.00	\$198.00
Task 1.4: Monitoring Setup & Commissioning	\$50,000.00	\$1,600.00	\$0.00	\$10,000.00	\$6,160.00	\$67,760.00
Task 1.5: RCPP & 319 Grant Applications	\$120.00	\$0.00	\$0.00	\$0.00	\$12.00	\$132.00
Task 1.6: Five Year Strategy	\$180.00	\$1,860.00	\$0.00	\$0.00	\$204.00	\$2,244.00

Phase I Total	Direct Labor	Estimated Labor	DC & Supplies/ Equipment	Estimated Cost
Task 1.1: Stakeholder Engagement & Audit	\$7,631.84	\$22,895.52	\$792.00	\$23,687.52
Task 1.2: Data Mining & Initial Characterization	\$7,192.48	\$21,577.44	\$605.00	\$22,182.44
Task 1.3: Monitoring Strategy & Plan	\$4,566.24	\$13,698.72	\$198.00	\$13,896.72
Task 1.4: Monitoring Setup & Commissioning	\$12,416.78	\$37,250.34	\$67,760.00	\$105,010.34
Task 1.5: RCPP & 319 Grant Applications	\$5,093.90	\$15,281.70	\$132.00	\$15,413.70
Task 1.6: Five Year Strategy	\$2,669.42	\$8,008.26	\$2,244.00	\$10,252.26
		Total		\$190,442.98

PRELIMINARY BUDGET ESTIMATE, PHASE 2 - 4: LAKE DECATUR WATERSHED MANAGEMENT

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CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this ____ day of _____, 20 _____.
--

ACCEPTANCE OF NOTICE

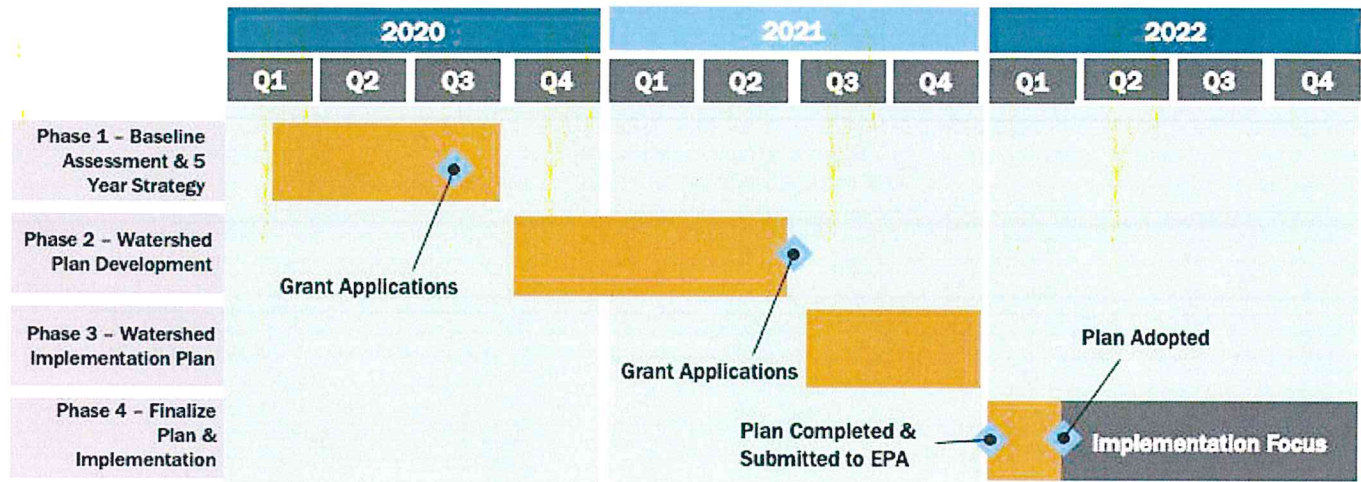
Receipt of the above Notice to Proceed is hereby acknowledged.	
BY: _____ (Signature)	Owner _____ (Title)
Dated this ____ day of _____, 20 ____.	

EXHIBIT C

PROJECT TIMELINE

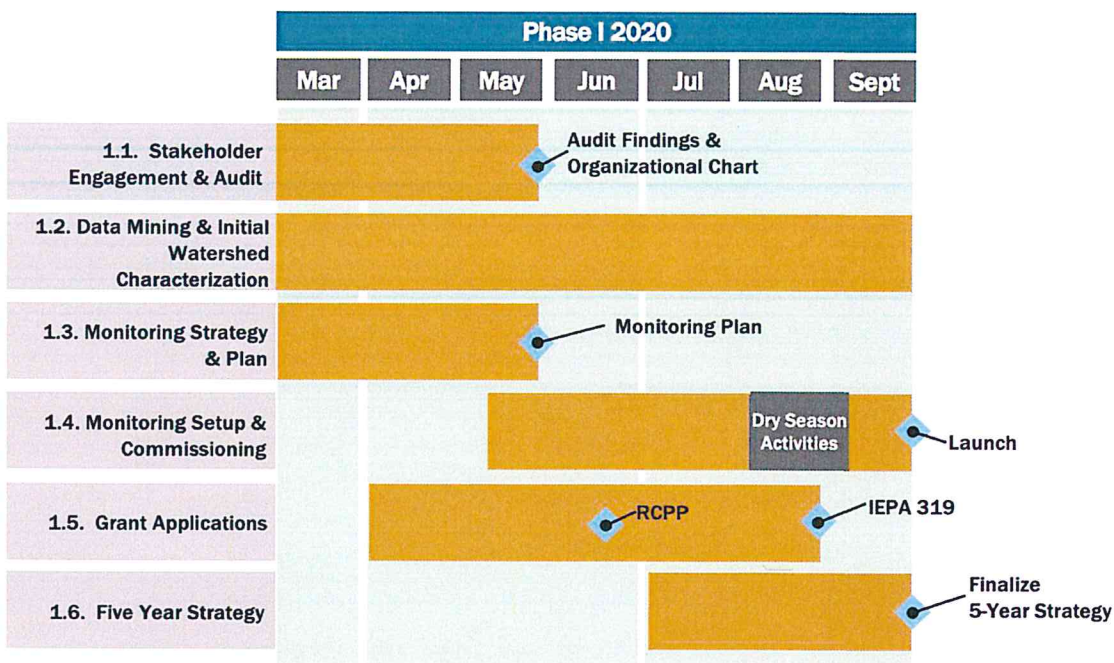
PROJECT CHRONOGRAM

Lake Decatur Watershed Management Plan



PROJECT CHRONOGRAM

Lake Decatur Watershed Management Plan Phase I





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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____.

Amount of original contract \$ _____
 Amount of previous change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 02/13/2020

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

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

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Christina Edgington PHONE (A/C, No, Ext): (217) 528-7533 FAX (A/C, No): (217) 528-1041 E-MAIL ADDRESS: cedgington@troxellins.com														
INSURED Northwater LLC, DBA: Northwater Consulting & Northwater 960 Clocktower Dr Suite F Springfield IL 62704-1388	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Valley Forge Ins Co</td> <td>20508</td> </tr> <tr> <td>INSURER B: State Automobile Mutual Ins Co</td> <td>25135</td> </tr> <tr> <td>INSURER C: Continental Casualty Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Ins Co	20508	INSURER B: State Automobile Mutual Ins Co	25135	INSURER C: Continental Casualty Co		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Continental Casualty Co															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL2021332041 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			B6012069705	04/10/2019	04/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ 19			1000365706	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC621445827	03/07/2019	03/07/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			EEH591912469	08/09/2019	08/09/2020	Each Occurrence \$1,000,000 General Aggregate \$2,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
---	--

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ACORD 25 (2016/03)

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EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

<u>Jeff Boeckler</u>	<u>2060 Greenbriar Rd, Springfield, IL 62704 217-725-3181</u>
Name	Home Address & Telephone

<u>James K. Adamson</u>	<u>201 Ray Road, Chapel Hill, NC 2751 +1.630.742.6836</u>
Name	Home Address & Telephone

The business address is: 960 Clocktower Dr, STE F, Springfield, IL 62704

Telephone: 844.466.7849

Fax: 866-308-2898

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

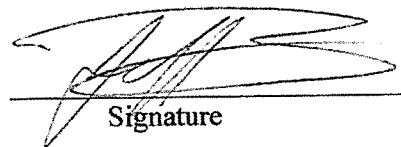
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

 2/17/2020
Signature

____ Jeff H. Boeckler ____
Printed Name

____ Principal / Owner ____
Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20__.

Notary Public

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: Lake Decatur Watershed Management Plan		
Consulting Engineer: Northwater Consulting		
Classification	Minimum	Maximum
Principal / Project Manager	\$45.00	\$56.00
Senior Engineer / Geoscientist	\$38.00	\$45.00
Engineer / Geoscientist II	\$32.00	\$38.00
Engineer / Geoscientist I	\$26.00	\$32.00
Environmental Scientist I/II	\$24.00	\$32.00
GIS Analyst I/II	\$24.00	\$32.00
Environmental Technician I/II	\$16.00	\$24.00
Clerical	\$15.00	\$18.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

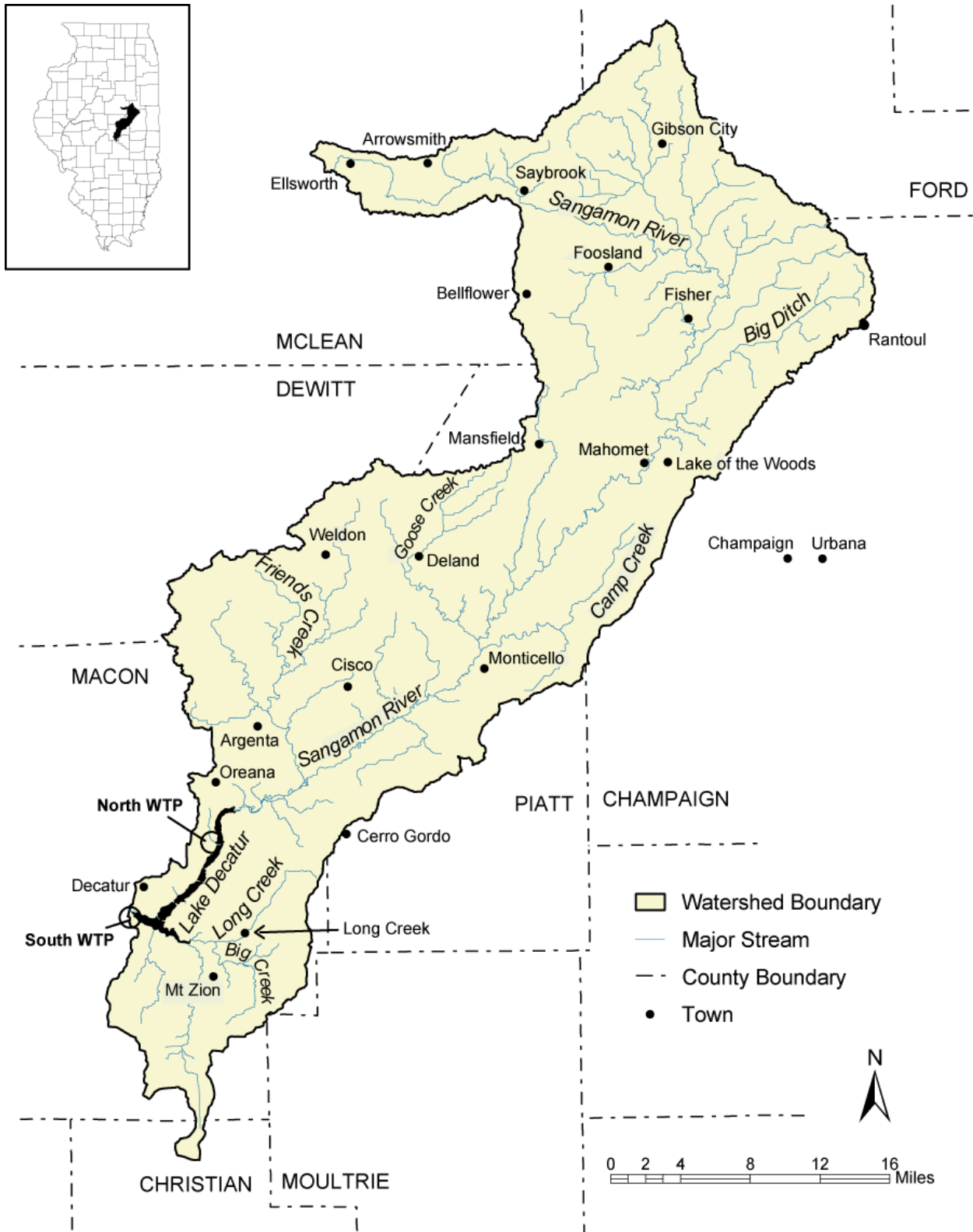
Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:



LAKE DECATUR WATERSHED

City Manager

DATE: 2/14/2020

MEMO:

TO: Mayor and City Council

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

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Award-Letter Transit	Backup Material

CITY COUNCIL MEMORANDUM
No. 2020-05

February 24, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon, Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator

SUBJECT: Resolution Authorizing the Execution of a grant agreement with the Federal Transit Administration and Operating Administration of the United States Department of Transportation for Federal Transportation Assistance Authorized by 49 U.S.C. Chapter 53, Title 23, United States Code or Other Federal Statutes Administered by the Federal Transit Administration

RECOMMENDATION: It is recommended by staff that this item be approved.

BACKGROUND: Application is made each year to the Federal Transit Administration on behalf of the City of Decatur, Il for 5307 Urban Formula apportionments. These funds are apportioned to the City of Decatur and are utilized for operational assistance. The City of Decatur made application for fiscal year FY19 apportionment in the amount of \$1,800,000. These funds will be utilized to provide operational assistance to the City of Decatur Public Transit System from July 1, 2019 through June 30, of 2020. This project is included in the DUATS TIP (Transportation Improvement Plan) for FY2019-2020 as project# 2020-OP.

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 424-2323 or jkindseth@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov; Michelle Alexander at 424-3559 or MAlexander@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL TRANSIT ADMINISTRATION AND OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the City of Decatur, and may require the City of Decatur to provide the local share of the project cost;

WHEREAS, the City of Decatur has provided all the annual certifications and assurances to the Federal Transit Administration required for the project;

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

Section 1. That the Mass Transit Administrator and/or Procurement and Grants Manager is authorized to execute a grant agreement for Federal operating assistance in the amount of \$1,800,000 for FY 19 apportionment on behalf of the City of Decatur with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

Section 2. That the Mass Transit Administrator and/or Procurement and Grants Manager is authorized to execute and file with the application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.

Section 3. That the Mass Transit Administrator and/or Procurement and Grants Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Decatur, City Of

Recipient ID: 1274

DUNS No: 075613000

Award Information

Federal Award Identification Number: IL-2020-004-00

Award Name: Section 5307 Operating Assistance

Award Start Date: 2/11/2020

Award End Date: 3/29/2023

Award Executive Summary: This grant provides \$1,800,000 of FY 2019 Section 5307 operating assistance to the City of Decatur's transit system (Decatur Public Transit System) for the period of July 1, 2019- June 30, 2020. The local share for operating will be \$5,232,000 provided from the Illinois Department of Transportation (Downstate Operating Assistance Program (DOAP). Attachments to this application will include the TIP referencing operating assistance in Project Number 2020-OP on page 29, SFY2020 DOAP agreement letter, LRTP, pages 138-139, and FTA STIP approval letter dated 9/27/18.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$7,032,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,800,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$5,232,000.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,800,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$5,232,000.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,800,000
Local			\$0
Local/In-Kind			\$0
State			\$5,232,000
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$7,032,000

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 2/10/2020

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Kelley Brookins

Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: kelley.brookins@dot.gov
Award Date: 2/11/2020

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
John Williams
Transit Administrator
Decatur, City Of
2/13/2020

Fire Department

DATE: 2/11/2020

MEMO: 2020-03

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Jeff Abbott, Fire Chief
Gregg D. Zientara, City Treasurer & Director of Finance
Rich Pruitt, Deputy Fire Chief

SUBJECT: Resolution Amending the Contract with Christy-Foltz, Inc. for the Fire Station No. 5 Construction Project

SUMMARY RECOMMENDATION:

It is recommended that City Council approve the attached Resolution amending and directing the Mayor and City Clerk to execute an amendment to the contract between Christy-Foltz Inc. and the City of Decatur, Illinois up to an additional \$13,000.00 for the completion of construction of Fire Station 5 at 330 W. Mound Road.

BACKGROUND:

Resolution R2018-115 gave approval to engage Christy-Foltz for the construction of Fire Station 5 at 330 W. Mound. City Council adopted City Council Ordinance 2018-115 on September 4, 2018 approving the bid award of \$2,708,303.00 to pay the cost of construction for Fire Station 5.

The project scope included replacing the current Fire Station 5 with a new fire station as presented to the City Council in the Council Meeting of September 4, 2018.

Due to necessary changes in the construction of the project the contingency fund of \$75,000 was exhausted. To complete the construction the approval of the additional monies will be needed.

PRIOR COUNCIL ACTION: Resolution R2018-115 gave approval to engage Christy-Foltz for the construction of Fire Station 5 at 330 W. Mound. City Council adopted City Council Ordinance 2018-115 on September 4, 2018 approving the bid award of \$2,708,303.00 to pay the cost of construction for Fire Station 5.

POTENTIAL OBJECTIONS: There are no known objections to this resolution request

INPUT FROM OTHER SOURCES: Jeff Abbott, Fire Chief; Gregg D. Zientara, City Treasurer & Director of Finance; Rich Pruitt, Deputy Fire Chief

STAFF REFERENCE: Jeff Abbott, Fire Chief and Rich Pruitt, Deputy Fire Chief

BUDGET/TIME IMPLICATIONS: The additional \$13,000.00 will come from the Fire Department Building Project Fund.

ATTACHMENTS:

Description	Type
RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH CHRISTY-FOLTZ FOR THE CONSTRUCTION OF FIRE STATION 5 AT 330 W. MOUND	Resolution Letter

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH
CHRISTY-FOLTZ FOR THE CONSTRUCTION OF FIRE STATION 5 AT 330 W.
MOUND**

Whereas, on September 4, 2018 the City Council approved a resolution authorizing and directing the Mayor and City Clerk to execute a contract between Christy-Foltz Inc. and the City of Decatur, Illinois at a bid award of \$2,708,303 for the construction of Fire Station 5 at 330 W. Mound Road.

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

Section 1. That the Contract between Christy-Foltz and the City of Decatur be, and the same is hereby, modified and amended to authorize an additional amount not to exceed \$13,000 for completion of construction for Fire Station 5.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said amendment, on behalf of the City of Decatur.

Section 3. That the changes in the above-described agreements are germane to said contract, as signed, and such changes are in the best interest of the City of Decatur and are authorized by law.

Section 4. The Fire Chief confirms that the amendment was not foreseeable at the time the contract was bid and let.

PRESENTED and ADOPTED this _____ day of February 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



February 10, 2020 RE: Decatur Fire Station No. 5/50101919 – Owner Directed Change (ODC) 008

As required by the contract documents, the use of Allowances requires authorization from the Owner representative, Architect, and the contractor in the form of an Owner Directed Change (ODC).

This letterhead shall serve as the form of an ODC and shall authorize the contractor to proceed with the work outlined in referenced Requests for Proposals (RFPs) and the use of the Allowance specified her in. All approved ODC's should be itemized on Pay Applications to show the utilization of the Allowance. At the time of project closeout, any remaining funds not utilized in the allowance will result in a deductive Change Order. Should Allowances be used in their entirety, an additive Change Order will be required to approve any additional work.

Upon completion of signatures below, Christy-Foltz is authorized to proceed with the outlined work and apply toward Allowance No. 2 and Allowance No. 3 per table below and attached RFP back up documents.

ODC 008

2/10/2020

ODC #	RFP #	Description	RFP Response	Total	Action
008					
Oct. 24, 2019		Tank fill plumbing relocation		-\$2,080.00	Allowances No. 2 & 3
Nov. 19, 2019		Shower tile change in scope		-\$1,999.00	
Dec. 30, 2019		Bollard installation credit		\$1,026.00	
Dec. 30, 2019		adjustment to sink scope		-\$1,000.00	
Dec. 31, 2019		city required fire separation		-\$7,984.00	
Jan 3, 2020		Elevator mechanical room fire extinguisher		-\$100.00	
		Sub-total		-\$12,137.00	
		PREVIOUS EXECUTED ODC'S TOWARD ALLOWANCE 001		-\$87,925.35	
		ODC TOWARD ALLOWANCE 001 TOTAL		-\$100,062.35	
Contingency		CONTRACT ALLOWANCE No. 1		\$75,000.00	
Tectum Panels		CONTRACT ALLOWANCE No. 2		\$10,000.00	
Station Sign		CONTRACT ALLOWANCE No. 3		\$3,000.00	
		ALLOWANCES REMAINING		-\$12,062.35	

Not Valid Until Signed by Architect, Owner, & Contractor

N.D. Custer 02.10.2020

Architect
Nathan D. Custer, NCARB,
AIA, LEED AP
Dewberry Architect

Owner
Rich Pruitt, Asst. Fire Chief
City of Decatur Fire
Department

Contractor
Thomas Kenney, Project
Manager
Christy-Foltz, Inc.

Fire Department

DATE: 2/13/2020

MEMO: 2020-04

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Jeff Abbott, Fire Chief

SUBJECT: Resolution authorizing purchase order for the repair of a 2006 Pierce ladder truck by Pierce Manufacturing.

SUMMARY RECOMMENDATION:

Staff recommends the resolution for the repair of the ladder truck, plus contingency, not to exceed \$62,399.00 be approved.

BACKGROUND:

The ladder truck is a 2006 Pierce Dash that has been out-of-service since September of 2019. The vehicle needs frame rail replacement, torque box repair and ladder refurbishment needs completed. The vehicle cannot be used until the needed repairs are completed. This work is similar to the work completed in 2018 on a 2001 ladder truck. Pierce Manufacturing has agreed to repair the truck based on the same negotiated settlement that was used to repair the 2001 ladder truck. Once repaired, the 2006 vehicle truck will be placed back in-service and remain in the fleet for an additional 5-7 years. The repair will take 6-7 months once the vehicle is delivered to the repair facility in Appleton, Wisconsin.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Jeff Abbott, Fire Chief; Mark DeVivo, Fleet Maintenance Supervisor; Deputy Fire Chief Rich Pruitt

STAFF REFERENCE: Jeff Abbott, Fire Chief; Mark DeVivo, Fleet Maintenance

Supervisor; Deputy Fire Chief Rich Pruitt

BUDGET/TIME IMPLICATIONS:

The repair will take 6-7 months once the vehicle is delivered to the repair facility in Appleton, Wisconsin.

This repair was not included in the 2020 budget because the final cost was not known while the budget was being finalized. The funds for the repair are available in the Fund 61, Fire Capital, and they will be reconciled later in the year with council's budget authorization.

ATTACHMENTS:

Description	Type
Resolution Authorizing Purchase Order for the Repair of a 2006 Pierce Ladder Truck by Pierce Manufacturing with Proposals	Resolution Letter

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH
PIERCE MANUFACTURING FOR THE REPAIR OF A CITY OF DECATUR LADDER
TRUCK.**

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

Section 1. That the estimate presented to the City Council herewith from Pierce Manufacturing of Appleton, Wisconsin, for the purpose of repairing ladder truck, including parts and labor, for a 2006 Pierce Dash, City of Decatur Fire Department vehicle, plus contingency, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order on behalf of the City of Decatur in the amount not to exceed \$62,399.00 to Pierce Manufacturing of Appleton, Wisconsin for repair of said vehicle.

PRESENTED AND ADOPTED this _____ day of February 2020.

JULIE MOORE WOLFE, CITY MAYOR

ATTEST:

Kim Althoff, City Clerk

MacQueen for Decatur Fire Department

Proposal for Refurbishment Repair of:

**One (1) – Pierce 2006 Pierce Dash-2000 75’
Aerial
Job Number 17793TR**

Date: November 18, 2019

Quote is valid for 90 days



PIERCE MANUFACTURING, INC.

MIDWEST REGIONAL SERVICE CENTER

Pierce Manufacturing, Inc. is pleased to submit a proposal for the refurbishment of a 2006 Pierce Dash-2000 75' Aerial, Job Number 17793TR. The following paragraphs will describe in detail the apparatus additions and modifications proposed.

QUALIFICATIONS

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 60 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 51,000 apparatus, including more than 27,000 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 757,000 total square feet of floor space situated on approximately 97 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

The Pierce Refurbishment Center has achieved the very same reputation for fire apparatus repair and refurbishing. Located just 30 miles west of Appleton in Weyauwega, Wisconsin, the Pierce Refurbishment Center facility is dedicated exclusively to the refurbishing and repairs of all makes and models of fire apparatus and emergency vehicles. Pierce Manufacturing has been refurbishing apparatus for more than 40 years.

The 40,000 square foot Refurbishment Center has 16 well-equipped bays staffed by 50 + certified, highly skilled mechanics. Fabrication and refinishing is done at the main manufacturing facilities to assure our customers the same fine quality that new Pierce apparatus is famous for.

ISO COMPLIANCE

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing is a single source apparatus manufacturer. The definition of single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab and body being fabricated and assembled on the bidders premises. The warranties relative to the chassis and body design (excluding component warranties such as engine, transmission, axles, pump, etc.) will be from a single source manufacturer and not split between manufacturer (i.e. body and chassis).

WARRANTY

A separate warranty page detailing the warranty coverage will be provided with the proposal.

INSURANCE PROVIDED BY BIDDER**COMMERCIAL GENERAL LIABILITY INSURANCE**

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate \$2,000,000

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form and shall include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy shall include Owner as an additional insured when required by written contract.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage shall be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit: \$1,000,000

UMBRELLA/EXCESS LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate: \$3,000,000

Each Occurrence: \$3,000,000

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Best.

All policies shall provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate shall show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER**PRODUCT LIABILITY INSURANCE**

The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate \$1,000,000

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form. The manufacturer's policy shall include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

UMBRELLA/EXCESS LIABILITY INSURANCE

The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence: \$25,000,000

Aggregate: \$25,000,000

The umbrella policy shall be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Best.

All policies shall provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate shall show the purchaser as the certificate holder.

WELDING REQUIREMENTS

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

PAYMENT TERMS

Payment is to be made in full upon final inspection and acceptance at the Pierce factory.

SHIPPING PRECAUTIONS

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. *Failure to complete the listed items below may result in additional costs to the fire department.*

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.
2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
3. All loose or potentially loose items should be taped or strapped to ensure they do not come loose during transit.

INCOMING EMERGENCY PARKING BRAKE TEST

The following inspection will be performed by a qualified Pierce technician to insure this apparatus is safe to drive and perform work on. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. *Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.*

INCOMING BATTERY LOAD TEST

All truck starting system batteries and battery cables will be visually inspected for cracks, acid leaks, corrosion and overall condition. Along with the visual inspection a load test will be performed to verify the batteries cold cranking amps, voltage and shorted cells. Should any defects be found that are not already addressed in the proposed work, an itemized list of the defects, along with the costs to repair any additional items, will be provided to the fire department for review. *Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.*

INCOMING VEHICLE INSPECTION

The following inspections will be performed by a qualified Pierce technician(s) before any work begins. Inspections are to verify working components before disassembly, and to determine the overall condition of the truck.

- Incoming Electrical inspection
- Incoming Chassis Inspection and Road test
- Incoming Pump Test
- Incoming Body Inspection

Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.

Inspections are required to verify working components before they are removed.

These corrosion repairs will require an onsite UL 3rd party aerial inspection.

Additional aerial repairs may be required after the unit is fully UL 3rd party aerial inspected. A detailed inspection report will be forward to the fire department for disposition. Additional repair costs will be open: subject to inspection and written approval by the fire department.

AERIAL

AERIAL CORROSION REPAIR

Aerial device will be removed from the truck and stripped of all components to include all wire harnesses and hydraulic lines.

TURNTABLE

The turntable treadplate will be removed and all painted steel substructure will be detached and sandblasted to remove paint and corrosion.

Any defective welds will be repaired to meet specifications. If any portion of the substructure is found to be beyond repair, it will be removed and replaced with new.

Upon completion all stripped steel will be repainted to match existing, and all treadplate will be replaced with new.

All turntable railing, and treadplate will be replaced with new.

Control console will be thoroughly cleaned of corrosion and repainted to match existing.

LADDER

All three ladder sections will be detached and sandblasted to remove paint and areas of corrosion. Deeper areas of corrosion will be needle scaled if necessary.

Upon completion of sandblasting the ladder will be thoroughly inspected by a third party to ensure the integrity of welds and steel. Any areas found to fall short of an acceptable grade will be repaired and re inspected.

The ladder sections will be repainted and graphiced to match existing color and scheme before being reassembled.

New rung covers and wear pads will be reinstalled in place of old.

Sale Price: \$ 42,618.00

Lower end hydraulic valve bank, hoses and fittings to be replaced with new due to excessive corrosion

Sale Price: \$ 8,142.00

Underside of truck will be steam cleaned to remove all oil. Leaks will be identified and hydraulic system on bottom side of torque. All hoses, fittings and leaking connectors will be replaced or repaired.

Sale Price: \$ 5,294.00

Pump PTO U Joint will be replaced with new

Sale Price: \$ 672.00

Oil leaks from the Engine, Transmission and Transfer case will be evaluated and a repair recommendation will be made prior to conduction further work.

Sale Price: \$ OPEN

Waterway leaks will be evaluated, and a repair recommendation will be given after complete pump test

Sale Price: \$ OPEN

FINALIZATION and DETAILING

Prior to delivery the entire vehicle will be washed to include the interior and exterior.

All fluid levels will be checked on topped off if needed.

The vehicle will be fully fueled.



Decatur Fire Department

Proposal for Corrosion Repair of:

**One (1) – Pierce 2006 Pierce Dash-2000 75’
Aerial
Job Number 17793TR**

Date: November 18, 2019

Quote is valid for 90 days



PIERCE MANUFACTURING, INC.

MIDWEST REGIONAL SERVICE CENTER

816 COMMERCIAL AVENUE * WEYAUWEGA, WI 54983 * (920) 867-2142

Pierce Manufacturing, Inc. is pleased to submit a proposal for the refurbishment of a 2006 Pierce Dash-2000 75' Aerial, Job Number 17793TR. The following paragraphs will describe in detail the apparatus additions and modifications proposed.

QUALIFICATIONS

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ISO COMPLIANCE

The manufacturer will operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that will be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance will be included with the bid.

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WARRANTY

A separate warranty page detailing the warranty coverage will be provided with the proposal.

INSURANCE PROVIDED BY BIDDER**COMMERCIAL GENERAL LIABILITY INSURANCE**

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence \$1,000,000

Products/Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate \$2,000,000

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Aggregate: \$3,000,000

Each Occurrence: \$3,000,000

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UMBRELLA/EXCESS LIABILITY INSURANCE

The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence: \$25,000,000

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WELDING REQUIREMENTS

Pierce Manufacturing follows American Welding Society D1.1-96 standards for structural steel welding. All aluminum welding will be done to American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding will use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.

PAYMENT TERMS

Payment is to be made to Pierce Manufacturing, in full, within 30 days after completion and final acceptance.

SHIPPING PRECAUTIONS

The following shipping precautions must be completed before transportation of the fire department's apparatus to Pierce Manufacturing for refurbishment or repair. *Failure to complete the listed items below may result in additional costs to the fire department.*

1. All water tanks, foam tanks, pumps, all inlets and discharge plumbing, all drains, and any other plumbing are to be completely drained prior to being driven or flat-bedded.
2. Strip down all loose equipment unless arranged with Pierce prior to shipping in order to make the repair process easier and to eliminate the potential for lost equipment while the unit is being refurbished or repaired.
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INCOMING VEHICLE INSPECTION

The following inspections will be performed by a qualified Pierce technician(s) before any work begins. Inspections are to verify working components before disassembly, and to determine the overall condition of the truck.

- Incoming Electrical inspection
- Incoming Chassis Inspection and Road test
- Incoming Pump Test
- Incoming Body Inspection

Repair of any defects will be "open", pending approval and additional costs. No additional work will be performed without prior approval from the fire department.

TRANSPORTATION

Customer will be responsible for delivering the truck to Weyauwega, WI for repairs. Upon completion of work a Pierce driver will deliver apparatus back to the customer.

Price: \$ 750.00

CORROSION**CORROSION REPAIRS**

Inspections are required to verify working components before they are removed.

These corrosion repairs will require a UL 3rd party aerial inspection.

Additional aerial repairs may be required after the unit is fully UL 3rd party aerial inspected. A detailed inspection report will be forward to the fire department for disposition. Additional repair costs will be open: subject to inspection and written approval by the fire department.

FRAME RAIL REPLACEMENT and TORQUE BOX CORROSION REPAIR

- Drain and remove the hydraulic oil reservoir.
- Un-pin the upper aerial device from the rotation bearing upper.
- Disassemble the body components, unstring electrical harness and remove the body from the apparatus.
- Remove the rear wall assembly substructure and reinstall with new hardware.
- Remove the rear bumper step support framework
- Unbolt the frame stiffener and mounting plates, sandblast and / or needle the "C" channel rails and mounting plates reinstall with new hardware. Torque bolts to spec.
- Unbolt the torque box and remove it from the chassis frame rails.
- Remove all hydraulic hoses and controls.
- The front axle, suspension, steering gear assembly and wheels will be removed.
- Reinstall front axle with new mounting hardware.
- Remove the rear axle assembly to include suspension and wheels, reinstalled with new mounting hardware.
- Remove the rear axle stops and replace with new.

- Remove the fuel tank.
- Remove all body mounting substructures and remount with new hardware
- The cab, engine and transmission will be removed and reinstalled on the new frame rails with new mounting hardware.
- Needle the area around the front cab mounts, treat with rust inhibitor, repaint and reinstall with new hardware.
- Remove all crossmembers and reinstall
- The frame rails and frame liners will be removed and replaced with new frame rails and liners that are E-Coated for additional corrosion protection. The frame rails will be constructed of 120,000 psi yield strength heat-treated .38" thick steel, with 3.50" wide flanges
- Reinstall all removed assemblies; front bumper extension, cab lift mounting brackets, crossmembers and body mounting supports; torque bolts to spec.
- New chassis air tanks and mounting brackets will be provided.
- Reinstall the fuel tank and straps.
- Reinstall the driver and passenger side running board supports
- Reinstall drive shaft assemblies.

Torque Box

- Remove outrigger beams and all outrigger cylinders
- Remove all hydraulic hoses and controls.
- Remove all electrical wiring from the torque box assembly.
- Re-bolt torque box to the new chassis frame with new mounting hardware, UL to verify torque values.
- Install all lower hydraulic hoses and electrical harnesses
- Assemble outriggers and install.

Reassembly

- Remount body panels, cross divider, rear wall assembly, install electrical

harnesses and mount all miscellaneous body components.

- Pin upper aerial device; secure the bearing to the torque box, using new, Grade 8, bolts. All bearing bolts will be checked by UL Underwriters Laboratory for proper torque values
- Remount hydraulic oil reservoir and fill with new hydraulic fluid rated for the correct temperature zone.
- Check all aerial operations for timing and function, grease main bearing.
- Check alignment and road test apparatus.
- Check all DOT and emergency warning lights.

Cost: \$ 8,000.00

RECOMMENDED ITEMS

- The water tank cradle will be removed and replaced with a new e coated tank cradle and painted black.

Price: \$ 2,719.00

- Remove all crossmembers and replace with new E-Coated crossmembers

Price: \$ 3,933.00

- Remove the rear tailboard support and tow bar assembly, and replace with new rear substructure, rubber mounting biscuits and new tow bar assembly.

Price: \$ 1,598.00

- Remove all body mounting substructures and replace with new front body mounting substructures, front mounting platforms, biscuits, cage nuts and hardware.

Price: \$ 2,728.00

- New chassis air tanks, lines and mounting brackets will be provided.

Price: \$ 758.00

Replace the following brake system components and air tank pressure protection valves with new. Remove and replace all air valve mounting brackets.

- Double check valve
- Relay valve R-14
- Relay valve R-12
- Spring brake relay valve
- ABS valves
- Rubber brake lines

Price: \$ 2,400.00

- Replace the driver and passenger side running board supports with new E-Coated supports.

Price: \$ 2,257.00

- The rear axle assemblies to include suspensions are to be steam cleaned / corrosion removed and painted matching the original color (Black) before reinstalling on the new frame rails.

Price: \$ 1,125.00

- Replace fuel lines with new

Price: \$ 622.00

- Replace Battery Boxes with new

Price: \$ 455.00

- Replace power steering hoses with new

Price: \$ 328.00

- Replace transmission lines with new

Price: \$ 425.00

- TORQUE BOX

Remove bottom plate of torque box due to corrosion, weld in new steel plate, treat and repaint.

Strip all electrical and hydraulic components from torque box and sandblast complete torque box to include inside and outriggers. After completion all components will be treated with a rust inhibitor, primed and repainted black.

Price: \$ 15,609.00

FINALIZATION and DETAILING

Prior to delivery the entire vehicle will be washed to include the interior and exterior.

All fluid levels will be checked on topped off if needed.

The vehicle will be fully fueled.



Police Department

DATE: 2/13/2020

MEMO: 20-02

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: City Manager Scot Wrighton
Chief James E. Getz Jr.

SUBJECT:

The purpose of this memorandum is to request the expenditure of funds to the Macon County Law Enforcement Training Center (MCLETC) for training costs associated with nine (9) new police recruits currently attending academy training.

In the past, the cost of police officer training was paid directly by the State of Illinois. Without warning, however, the State discontinued funding, so staff was not able to anticipate this added cost in the FY 2020 budget. Members of our state legislative delegation have been informed, and they are working to restore funding, but we do not know if or when a supplemental appropriation will be approved in Springfield to pay these costs. In the event that State funding is not made available during the State's current fiscal year (ended June 30, 2020), it is requested that the City Council authorize payment.

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the tuition and electives reflected on the invoice from the MCLETC, at a cost of \$56,736.00, be paid.

BACKGROUND:

In 2012 the Illinois Law Enforcement Training and Standards Board (ILETSB) began a direct pay agreement with Illinois Police Academies. Under the agreement, the ILETSB paid for, and covered, the cost of tuition for police recruit training for all Illinois police agencies, paying the costs directly to the academy. This agreement alleviated the burden of police agencies from budgeting for, and paying for, the cost of tuition for police recruit training.

In January of 2020, the Decatur Police Department hired nine new police officers and enrolled them all at the MCLETC for academy training. At that time, the anticipation was

that the ILETSB was still funding the cost of tuition for police recruit training.

Due to budgetary issues with the State of Illinois, the Decatur Police Department was later notified that the ILETSB did not have adequate funding to continue with the direct pay agreement with police academies. This issue caused an immediate change, and the cost to pay tuition for police recruit training was now to fall on the respective police agency. At this time DPD has already hired and enrolled the nine new officers for the academy.

The cost of tuition for police academy training for new Decatur Police Officers was not anticipated and was not budgeted for in the 2020 police budget. The cost for “tuition” (room and board and training) for each new police officer is \$6,274.00. The cost of “electives” for each new police officer is \$30.00. The cost for the 9 DPD recruit officers for tuition and electives totals \$56,736.00. The cost of “wearables” (\$2,727.00 for academy uniforms) as reflected on the invoice was an anticipated expense and is covered under a DPD budgeted line item.

PRIOR COUNCIL ACTION: There has been no prior Council action.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: City Manager Scot Wrighton Chief James E. Getz Jr.

BUDGET/TIME IMPLICATIONS:

This expense was not anticipated or included in the Council-adopted FY 2020 budget. Staff proposes to cover this expense from under-expenditures in other line items and to reconcile the budget accordingly at the end of the year.

ATTACHMENTS:

Description	Type
Staff Report	Backup Material
Resolution	Resolution Letter
Exhibit A	Exhibit

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Lt. Brad Allen
Subject: Macon County Law Enforcement Training Center invoice

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution payment of the tuition and electives as reflected on the invoice from the Macon County Law Enforcement Training Center (MCLETC) for the cost of new police recruit officer training.

BACKGROUND:

In 2012 the Illinois Law Enforcement Training and Standards Board (ILETSB) began a direct pay agreement with Illinois Police Academies. Under the agreement, the ILETSB paid for, and covered, the cost of tuition for police recruit training for all Illinois police agencies, paying the costs directly to the academy. This agreement alleviated the burden of police agencies from budgeting for, and paying for, the cost of tuition for police recruit training.

In January of 2020, the Decatur Police Department hired nine new police officers and enrolled them all at the MCLETC for academy training. At that time, the anticipation was that the ILETSB was still funding the cost of tuition for police recruit training.

Due to budgetary issues with the State of Illinois, the Decatur Police Department was later notified that the ILETSB did not have adequate funding to continue with the direct pay agreement with police academies. This issue caused an immediate change, and the cost to pay tuition for police recruit training was now to fall on the respective police agency. At this time DPD had already hired and enrolled the nine new officers for the academy.

The cost of tuition for police academy training for new Decatur Police Officers was not anticipated and was not budgeted for in the 2020 police budget. The cost for “tuition” (room and board and training) for each new police officer is \$6,274.00. The cost of “electives” for each new police officer is \$30.00. The cost for the 9 DPD recruit officers for tuition and electives totals \$56,736.00. The cost of “wearables” (\$2,727.00 for academy uniforms) as reflected on the invoice was an anticipated expense and is covered under a DPD budgeted line item.

ATTACHMENTS:

Exhibit A – MCLETC invoice

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING PAYMENT OF THE INVOICE FROM THE MACON
COUNTY LAW ENFORCEMENT TRAINING CENTER FOR THE COST OF NEW
POLICE RECRUIT OFFICER ACADEMY TRAINING**

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

Section 1. That the invoice presented to the City Council herewith from the Macon County Law Enforcement Training Center, regarding the costs of new police recruit officer training, for the Decatur Police Department be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to the Macon County Law Enforcement Training Center, in an amount not to exceed \$56,736.00.

PRESENTED, PASSED, APPROVED, AND RECORDED this 24th day of February
2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



INVOICE

#20-334

CUSTOMER: Decatur Police Department
Lt. Brad Allen
ballen@decaturil.gov

SUBJECT/EVENT: **Basic Law Enforcement Academy, Recruit Class 20-07**
Sunday, January 12, 2020 – Friday, April 17, 2020

AGREEMENT: \$6274.00 per student (all-inclusive residential plan)

CLASS/ACTIVITY	# OF STUDENTS	ROOM(S)	DATE	COST
*RC20-07 tuition	9	Classroom A and B	01/12/20 – 04/17/20	\$56,466.00
Lodging	9	TBA	Same	\$0 included
Meal Plan	9	Full (3 meals/day)	Same	\$0 Included
Supplies	9	N/A	Same	\$0 included
Ammo	9	N/A	Same	\$0 included
**Wearables	9	N/A	Same	\$2,727.00
#Electives				
Patrol Rifle		N/A	Same	\$0.00
OC Spray	9	N/A	Same	\$270.00
CEW (Taser)		N/A	Same	\$0.00
SUB-TOTAL				\$59,463.00
##Class Advisor	0	TBD	Same	(-\$0)
TOTAL				\$59,463.00

(Please make check payable to Macon County Law Enforcement Training Center), W-9 is attached.

MCLETC Representative:

Signature

01/28/2020

Date

RECRUIT(S): EVENSON, FLANAGAN, JINKS, KIRK, KNIGHT, MAHAN, RICKER, THRONEBURG, VICKERS

NOTES:

*Tuition is \$6274/Recruit, refunds are prorated weekly if your Recruit does not complete the Academy (refunds can be sent in the form of a check or credit for future Recruit tuition)

**Wearables include the Academy Uniform and Physical Fitness Clothing (Agency or Recruit may pay for these)

#Electives are not included in the tuition (i.e. Patrol Rifle, ECW, OC Spray)

##If an agency supplies one full-time Class Advisor, the MCLETC will discount the tuition (1-5 Recruits attending the same Academy- \$4183 to be credited; 6 or more- \$6274, equivalent to one Recruit tuition, to be credited; agencies requesting 6 or more openings in one Academy Class are required to supply on Class Advisor, unless other arrangements have been pre-approved by the Commander)

Police Department

DATE: 2/17/2020

MEMO: 20-03

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
James E. Getz Jr., Chief of Police

SUBJECT: Ammunition Purchase for the Decatur Police Department

SUMMARY RECOMMENDATION:

It would be the recommendation of staff to authorize the execution of purchase orders to the vendors as shown in Exhibit A.

BACKGROUND:

The Decatur Police Department purchases firearm ammunition on an annual basis for routine handgun range training and qualification, patrol rifle range training and qualification, Emergency Response Team firearm training, recruit firearm training and qualification, and for standard on-duty ammunition.

PRIOR COUNCIL ACTION:

Prior Council action has approved similar requests for prior years. Approval in 2019 was under Council Resolution R2019-27.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

Exhibit A - Staff Recommendation
Exhibit B - Council Resolution
Exhibit C - Bid Summary
Exhibit D - Selected Ammunition
Exhibit E - Staff Report

BUDGET/TIME IMPLICATIONS:

The purchase of ammunition is an annual budgeted expense. The actual delivery of ammunition can take several months, depending on current supplies by the manufacturers and vendors, as well as national demand.

ATTACHMENTS:

Description	Type
Staff Report	Backup Material
Exhibit A - Staff Recommendation	Backup Material
Exhibit B - Council Resolution	Resolution Letter
Exhibit C - Bid Summary	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Lt. Brad Allen
Subject: Ammunition Purchase for the Decatur Police Department

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution payment of the bids from selected bidders shown in Attachment A for the purchase of ammunition for the Decatur Police Department.

BACKGROUND:

The Decatur Police Department purchases firearm ammunition on an annual basis for routine handgun range training and qualification, patrol rifle range training and qualification, Emergency Response Team firearm training, recruit firearm training and qualification, and for standard on-duty ammunition.

This is an annual, budgeted expense for the department.

ATTACHMENTS:

Exhibit A – Staff Recommendation
Exhibit B - Council Resolution
Exhibit C – Bid Summary
Exhibit D – Selected Ammunition

EXHIBIT A
PURCHASE RECOMMENDATION
DPD Ammunition Purchase –2020

<u>Estimated No. of Rounds</u>	<u>Vendor</u>	<u>Unit Price</u>	<u>Total</u>
50,000 (.45 auto)	TJ Conevera's	\$0.235	\$11,750.00
37,000 (.40 auto)	Ray O'Herron Co.	\$0.19	\$7,030.00
46,000 (9mm)	TJ Conevera's	\$0.149	\$6,854.00
56,000 (5.56)	Kiesler Police Supply	\$0.314	\$17,584.00
4,000 (.308)	Kiesler Police Supply	\$0.840	\$3,360.00

Total cost for ammunition from TJ Conevera's – \$18,604.00

Total cost for ammunition from Ray O'Herron Co. - \$7030.00

Total cost for ammunition from Kiesler Police Supply – \$20,944.00

TOTAL AMMUNITION COST: \$46,578.00

RESOLUTION NO. R2020-_____

**RESOLUTION ACCEPTING THE BIDS AND AUTHORIZING THE EXECUTION OF
PURCHASE ORDERS FOR FURNISHING AMMUNITION TO THE DECATUR
POLICE DEPARTMENT**

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

Section 1. That the tabulation of the bids received for furnishing ammunition, presented herewith be, and it is hereby received, and placed on file.

Section 2. That the bids of bidders shown in Exhibit A be accepted and purchase orders 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 the bidders for their bid prices shown in Exhibit A.

PRESENTED, PASSED, APPROVED, AND RECORDED this 24th day of February,
2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

BID SUMMARY
Ammunition Purchase – February 2020

.45 auto ammunition – 50,000 rds.

TJ Conevera's Inc.	\$0.235/round
Ray O'Herron	\$0.240/round
Kiesler Police Supply	\$0.256/round
C.I. Shooting Sports, Inc.	\$0.290/round

.40 auto ammunition – 37,000 rds.

TJ Conevera's Inc.	No Bid
Ray O'Herron	\$0.190/round
Kiesler Police Supply	\$0.216/round
C.I. Shooting Sports, Inc.	\$0.290/round

9mm ammunition – 46,000 rds.

TJ Conevera's Inc.	\$0.149/round
Ray O'Herron	\$0.170/round
Kiesler Police Supply	\$0.164/round
C.I. Shooting Sports, Inc.	\$0.180/round

5.56 ammunition – 56,000 rds.

TJ Conevera's Inc.	No Bid
Ray O'Herron	No Bid
Kiesler Police Supply	\$0.314/round
C.I. Shooting Sports, Inc.	\$0.380/round

.308 ammunition – 4,000 rds.

TJ Conevera's Inc.	No Bid
Ray O'Herron	No Bid
Kiesler Police Supply	\$0.840/round
C.I. Shooting Sports, Inc.	\$1.25/round

SUBJECT: Ordinance Amending City Code Chapter 70 - Property Maintenance Code

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2020-04	Cover Memo
Ordinance Amending City Code Chapter 70 - Property Maintenance Code, Sections 8, 9, 10, 11, 12	Ordinance

CITY COUNCIL MEMORANDUM
NO. 2020-04

February 18, 2020

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
John Robinson, Assistant Corporation Counsel

SUBJECT: Certificate - Costs of Demolition - As Condition of Insurer Paying Casualty Loss

The Illinois Insurance Code requires that as a condition of paying a fire casualty loss, insurers obtain a certificate from the City stating its cost of demolition if required to demolish. This provision applies only to claims for loss by fire or explosion, and only to claims where the amount recoverable for loss to the structure exceeds \$25,000.

There are instances where houses have sustained substantial damage other than by fire or explosion, and instances where the amount recoverable for loss to the structure does not exceed \$25,000. In these instances, citing the Illinois Insurance Code, insurers have denied the City's claim for reimbursement for demolition expenses.

This amendment to the City Code requires insurers to obtain a certificate from the City estimating demolition costs - without regard to the type of casualty loss, and without regard to the amount recoverable. Requires Insurers to satisfy the City's claim for costs of demolition as a condition of satisfying casualty loss claims.

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 70 -
-PROPERTY MAINTENANCE CODE -

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

Section 1. That Chapter 70 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by adding new Section 8, and amending subsequent sections to consecutively renumber, so that Sections 8, 9, 10, 11, 12 as so modified and amended, shall provide as follows:

8. CERTIFICATE - DEMOLITION EXPENSES - PROPERTY SUSTAINING LOSS.

(A) It shall be a violation for any company to pay a claim of an insured property owner for loss to a structure located in the City of Decatur, until the insurance company receives a certificate as required by this Section.

(B) A notice to the City of Decatur, of the insurer's intent to pay a claim shall include the name of the property owner, the address of the property, its legal description, the permanent real estate index number that identifies the property for purposes of taxation, and the amount of the claim to be paid.

(C) For purposes of this Section, the definitions set forth in Section 397.1 (b) of the Illinois Insurance Code (215 ILCS 5/397.1 (b), as amended) shall be applicable.

(D) For any claim to which this Section is applicable, an insured property owner must submit either of the following to the insurance company:

- (1) a certificate that with respect to the property that there are no unpaid incurred demolition expenses;
- (2) a certificate setting forth with respect to the property the amount of unpaid incurred demolition expense, and a direction by the insured property owner to the insurance company, to pay the unpaid incurred demolition expenses.

(E) Except as provided below, if a certificate is submitted pursuant to paragraph (2) above, the insurance company shall pay the unpaid incurred demolition expense from the proceeds payable by issuing a draft or check payable to the City of Decatur.

(F) If the City's incurred demolition expense is determined by estimation, the insurance company shall hold the amount estimated until an amended certificate executed by the appropriate local government official is submitted stating (i) that no demolition expense will be incurred or (ii) the actual unpaid incurred demolition expense. The insurance company shall then issue a draft or check payable to the City of Decatur for the actual unpaid incurred demolition expense.

(G) Nothing in this section shall be construed as making an insurance company liable for any amount exceeding the proceeds payable under its insurance policy unless the insurance company shall have made payment to the named insured without satisfying the requirements of this section. It shall be a violation for an insurance company to make payment to the named insured without satisfying the requirements of this section.

(H) Nothing in this Section shall be construed as making the City of Decatur an insured under an insurance policy.

9. PENALTY. (A) That no person, firm or corporation shall erect, construct, alter, extend, repair, remove, demolish, maintain, operate, use or occupy any structure or equipment regulated by the provisions of this Chapter or of the Code adopted hereby, or by the rules or directives promulgated or notices issued thereunder, or cause the same to be done, contrary to or in conflict with or in violation of any of said provisions, rules, directives or notices, and, except as provided in subsections (B) and (C) hereof, any person, firm or corporation violating or found to be in violation thereof shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

(Amended, Ordinance No. 2011-75; Ordinance No. 99-21)

(B) When a person, firm or corporation is cited for a violation of any of the provisions of this chapter, or of the Code adopted hereby or the rules or directives promulgated or notices issued hereunder, as provided in subsection (A) hereof, which violation occurred within twelve (12) months of a prior violation of any of the provisions of this Chapter, or of the Code adopted hereby or the rules or directives promulgated or notices issued hereunder, and such violation is separately brought and arises out of a different series of acts or omissions, such person, firm or corporation shall be fined not less than Five Hundred Dollars (\$500.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense and each day a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance No. 2011-75; Ordinance No. 99-21)

(C) When a person, firm or corporation is cited for a violation of any of the provisions of this chapter, or of the Code adopted hereby or the rules or directives promulgated or notices issued hereunder, as provided in subsection (A) hereof, which violation occurred within twelve (12) months of any two (2) prior violations of any of the provisions of this Chapter, or of the Code adopted hereby, or the rules or directives promulgated or notices issued hereunder, which prior violations each arose out of a different series of acts or omissions, and such present violation is separately brought and arises out of a different series of acts or omissions from either of the prior violations, such person, firm or corporation shall be fined not less than One Thousand Dollars (\$1,000.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense and each day a violation occurs or continues shall be considered a separate offense.

(Amended, Ordinance No. 2011-75; Ordinance No. 99-21)

10. OTHER REMEDIES. The imposition of the penalties herein prescribed shall not preclude the institution of appropriate action to prevent

unlawful construction or to restrain, correct or abate a violation, or to stop an illegal act, the conduct of business or the operation of mechanical equipment or systems in or about any premises.

11. SEVERABILITY. The provisions hereof are, and shall be construed to be severable and invalidity of any section or provision of this Chapter, or of the codes and standards hereby adopted, shall not invalidate other sections or provisions hereof.

12. RULES AND REGULATIONS. In order to cause the purpose, intent and provisions of this Chapter and the Code adopted thereby to be carried out and administered, and to facilitate the same, the City Manager be, and he is hereby, authorized to cause directives, interpretations and rules, not in conflict with said provisions, to be promulgated and enforced.

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 24th day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 70
- PROPERTY MAINTENANCE CODE -

8. CERTIFICATE - DEMOLITION EXPENSES – PROPERTY SUSTAINING LOSS.

(A) It shall be a violation for any company to pay a claim of an insured property owner for loss to a structure located in the City of Decatur, until the insurance company receives a certificate as required by this Section.

(B) A notice to the City of Decatur, of the insurer's intent to pay a claim shall include the name of the property owner, the address of the property, its legal description, the permanent real estate index number that identifies the property for purposes of taxation, and the amount of the claim to be paid.

(C) For purposes of this Section, the definitions set forth in Section 397.1 (b) of the Illinois Insurance Code (215 ILCS 5/397.1 (b), as amended) shall be applicable.

(D) For any claim to which this Section is applicable, an insured property owner must submit either of the following to the insurance company:

(1) a certificate that with respect to the property that there are no unpaid incurred demolition expenses;

(2) a certificate setting forth with respect to the property the amount of unpaid incurred demolition expense, and a direction by the insured property owner to the insurance company, to pay the unpaid incurred demolition expenses.

(E) Except as provided below, if a certificate is submitted pursuant to paragraph (2) above, the insurance company shall pay the unpaid incurred demolition expense from the proceeds payable by issuing a draft or check payable to the City of Decatur.

(F) If the City's incurred demolition expense is determined by estimation, the insurance company shall hold the amount estimated until an amended certificate executed by the appropriate local government official is submitted stating (i) that no demolition expense will be incurred or (ii) the actual unpaid incurred demolition expense. The insurance company shall then issue a draft or check payable to the City of Decatur for the actual unpaid incurred demolition expense.

(G) Nothing in this section shall be construed as making an insurance company liable for any amount exceeding the proceeds payable under its insurance policy unless the insurance company shall have made payment to the named insured without satisfying the requirements of this section. It shall be a violation for an insurance company to make payment to the named insured without satisfying the requirements of this section.

(H) Nothing in this Section shall be construed as making the City of Decatur an insured under an insurance policy.

8.9. PENALTY. (A) That no person, firm or corporation shall erect, construct, alter, extend, repair, remove, demolish, maintain, operate, use or occupy any structure or equipment regulated by the provisions of this Chapter or of the Code adopted hereby, or by the rules or directives promulgated or notices issued thereunder, or cause the same to be done, contrary to or in conflict with or in violation of any of said provisions, rules, directives or notices, and, except as provided in subsections (B) and (C) hereof, any person, firm or

corporation violating or found to be in violation thereof shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

(Amended, Ordinance No. 2011-75; Ordinance No. 99-21)

(B) When a person, firm or corporation is cited for a violation of any of the provisions of this chapter, or of the Code adopted hereby or the rules or directives promulgated or notices issued hereunder, as provided in subsection (A) hereof, which violation occurred within twelve (12) months of a prior violation of any of the provisions of this Chapter, or of the Code adopted hereby or the rules or directives promulgated or notices issued hereunder, and such violation is separately brought and arises out of a different series of acts or omissions, such person, firm or corporation shall be fined not less than Five Hundred Dollars (\$500.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense and each day a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance No. 2011-75; Ordinance No. 99-21)

(C) When a person, firm or corporation is cited for a violation of any of the provisions of this chapter, or of the Code adopted hereby or the rules or directives promulgated or notices issued hereunder, as provided in subsection (A) hereof, which violation occurred within twelve (12) months of any two (2) prior violations of any of the provisions of this Chapter, or of the Code adopted hereby, or the rules or directives promulgated or notices issued hereunder, which prior violations each arose out of a different series of acts or omissions, and such present violation is separately brought and arises out of a different series of acts or omissions from either of the prior violations, such person, firm or corporation shall be fined not less than One Thousand Dollars (\$1,000.00) nor more than Two Thousand Dollars (\$2,000.00) for each offense and each day a violation occurs or continues shall be considered a separate offense.

(Amended, Ordinance No. 2011-75; Ordinance No. 99-21)

9.10. OTHER REMEDIES. The imposition of the penalties herein prescribed shall not preclude the institution of appropriate action to prevent unlawful construction or to restrain, correct or abate a violation, or to stop an illegal act, the conduct of business or the operation of mechanical equipment or systems in or about any premises.

10.11. SEVERABILITY. The provisions hereof are, and shall be construed to be severable and invalidity of any section or provision of this Chapter, or of the codes and standards hereby adopted, shall not invalidate other sections or provisions hereof.

11.12. RULES AND REGULATIONS. In order to cause the purpose, intent and provisions of this Chapter and the Code adopted thereby to be carried out and administered, and to facilitate the same, the City Manager be, and he is hereby, authorized to cause directives, interpretations and rules, not in conflict with said provisions, to be promulgated and enforced.

Information Technology

DATE: 2/24/2020

MEMO: 2020-02

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
James Edwards, Director Information Technology Department

SUBJECT: Authorization for City Manager and City Clerk to approve proposed Fiber Optic Network route plan documented on the Municipal Fiber Optic Network map for the City of Decatur, Illinois.

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the City Manager and City Clerk to approve the Municipal Fiber Optic Network route map as submitted and attached.

BACKGROUND: Since 2012, the City of Decatur has been building and expanding the Fiber Optic Network and it's reach throughout the City. The attached map shows proposed fiber optic extensions in purple throughout the city to be completed in 2020 and 2021.

PRIOR COUNCIL ACTION:

Verbal agreement and consensus was obtained in the Study Session held on February 10, 2020.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

COPY: Funding for this fiber extension project will come from a State of Illinois Capital Bill Grant. After grant is awarded, the City will be reimbursed for expenses as incurred related to this project up to \$800,000.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
City of Decatur Fiber Map with Proposed Extensions	Backup Material

RESOLUTION NO. R2020_____

**RESOLUTION APPROVING PLANNED FIBER EXTENSION ROUTES
DOCUMENTED ON THE SUBMITTED MUNICIPAL FIBER OPTIC
NETWORK MAP**

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

Section 1. That the Municipal Fiber Optic Network map showing existing and proposed fiber extensions presented herewith to the City Council, be, and the same is hereby, received, placed on file and approved.

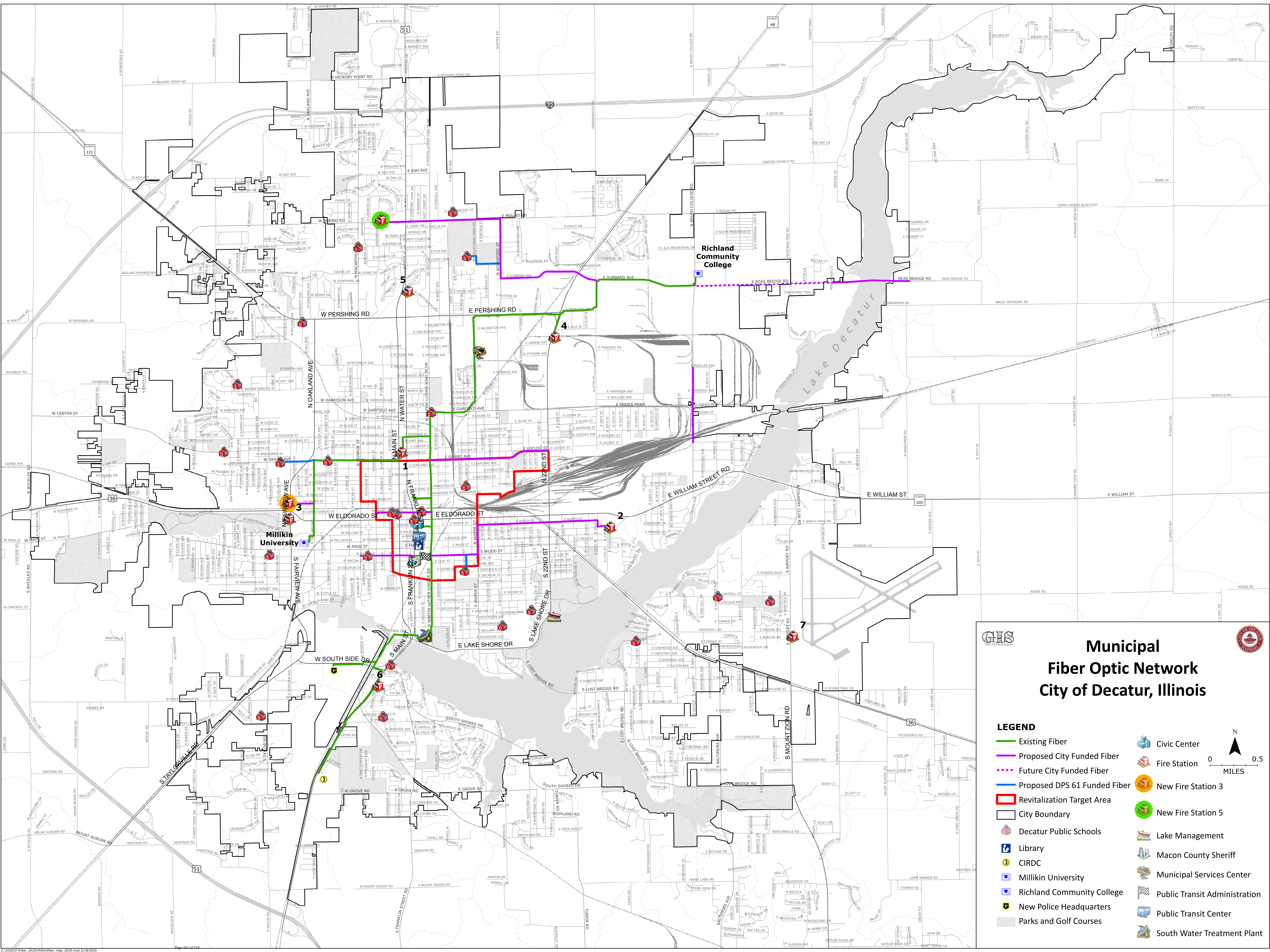
Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said City of Decatur Fiber Optic Network map on behalf of the City of Decatur.

PRESENTED and ADOPTED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK





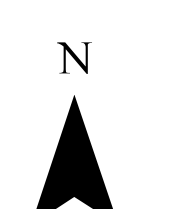
Municipal Fiber Optic Network City of Decatur, Illinois

LEGEND

- Existing Fiber
- Proposed City Funded Fiber
- Future City Funded Fiber
- Proposed DPS 61 Funded Fiber
- Revitalization Target Area
- City Boundary

- Civic Center
- Fire Station
- New Fire Station 3
- New Fire Station 5
- Lake Management
- Macon County Sheriff
- Municipal Services Center
- Public Transit Administration
- Public Transit Center
- South Water Treatment Plant

- Decatur Public Schools
- Library
- CIRDC
- Millikin University
- Richland Community College
- New Police Headquarters
- Parks and Golf Courses



0 0.5
MILES

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2490 Captain Lane

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 2490 Captain Lane
2. 3305 Las Vegas Drive
3. 1790 Plainview Street
4. 1951 North Sunnyside Road
5. 1960 North Sunnyside Road
6. 4170 North Taylor Road
7. 2250 Thunderbird Drive
8. 2254 Thunderbird Drive
9. 3660 Catherine Street
10. 4146 Dean Drive
11. 1919 North Sunnyside Road
12. 2436 Wilcox Lane

BACKGROUND: The subject properties are being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2490 Captain Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2490 CAPTAIN LANE**

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 Steven D. Hancock, requesting that there be annexed to the City territory described as:

LOT 54 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-05-305-001

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Steven W Hancock

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2490 Captain Lane, and legally described as follows:

LOT 54 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #04-12-05-305-001 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

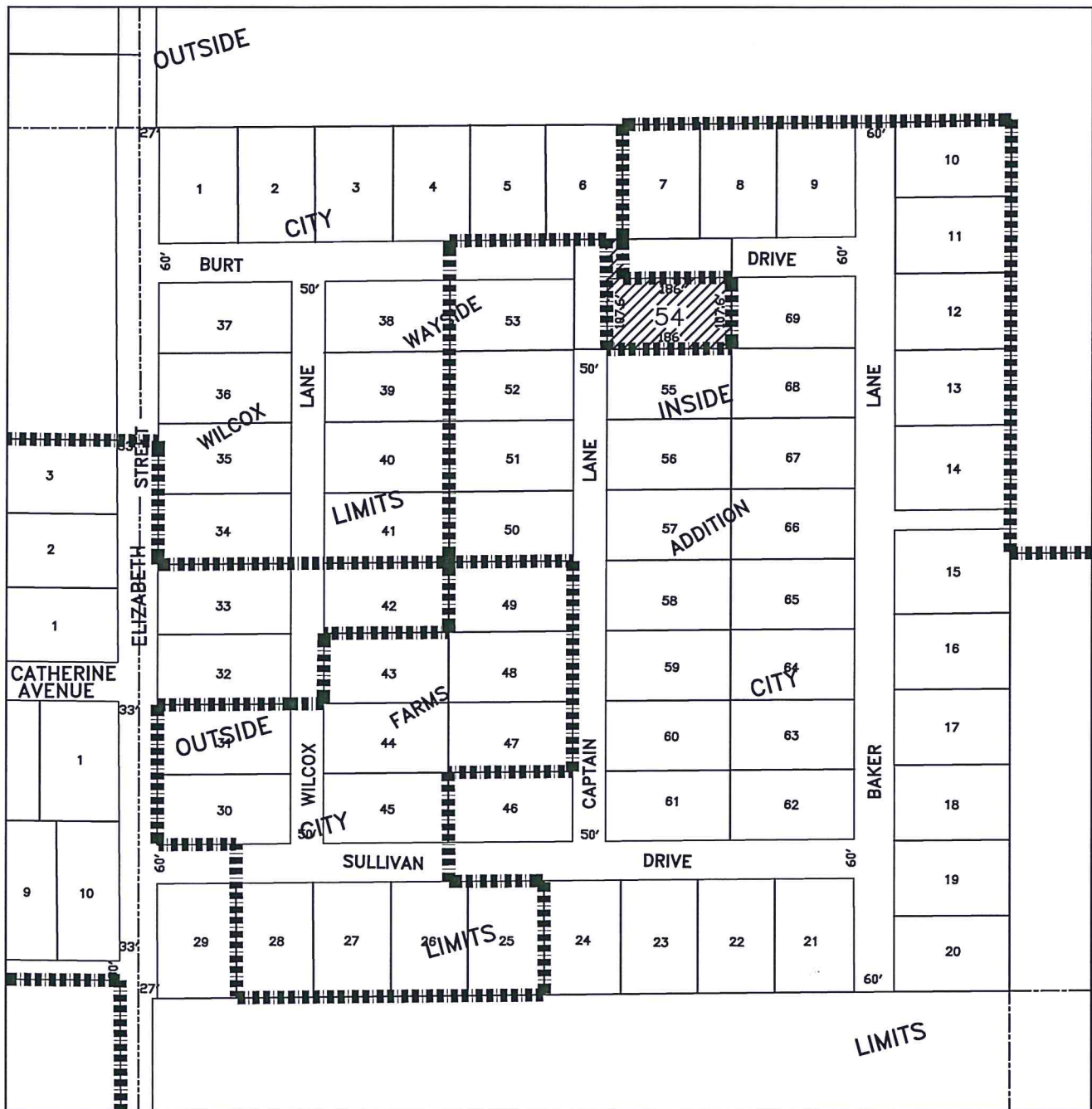
Steven W Hancock Steven W Hancock 2490 Captain
Lane
Decatur IL

Signed and sworn to before me this 31 day of January, 2020

Kirsten A. Born
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2490 CAPTAIN LANE



indicates territory annexed



indicates existing corporate limits

0.459± acres

AREA 0.0007± sq. miles

25± lin. ft. of public road

DECATUR township



N.T.S.



2-7-20

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3305 Las Vegas Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3305 Las Vegas Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3305 LAS VEGAS DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John D. Wilson and Kathleen Anne Webb-Wilson, requesting that there be annexed to the City territory described as:

LOT 17 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-429-004

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

John D. Wilson

Kathleen Anne Webb-Wilson

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3305 Las Vegas, and legally described as follows:

LOT 17 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-32-429-004 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

John D. Wilson

John D. Wilson

3305 LAS VEGAS DR.

Kathleen Anne Webb-Wilson

Kathleen Anne Webb-Wilson

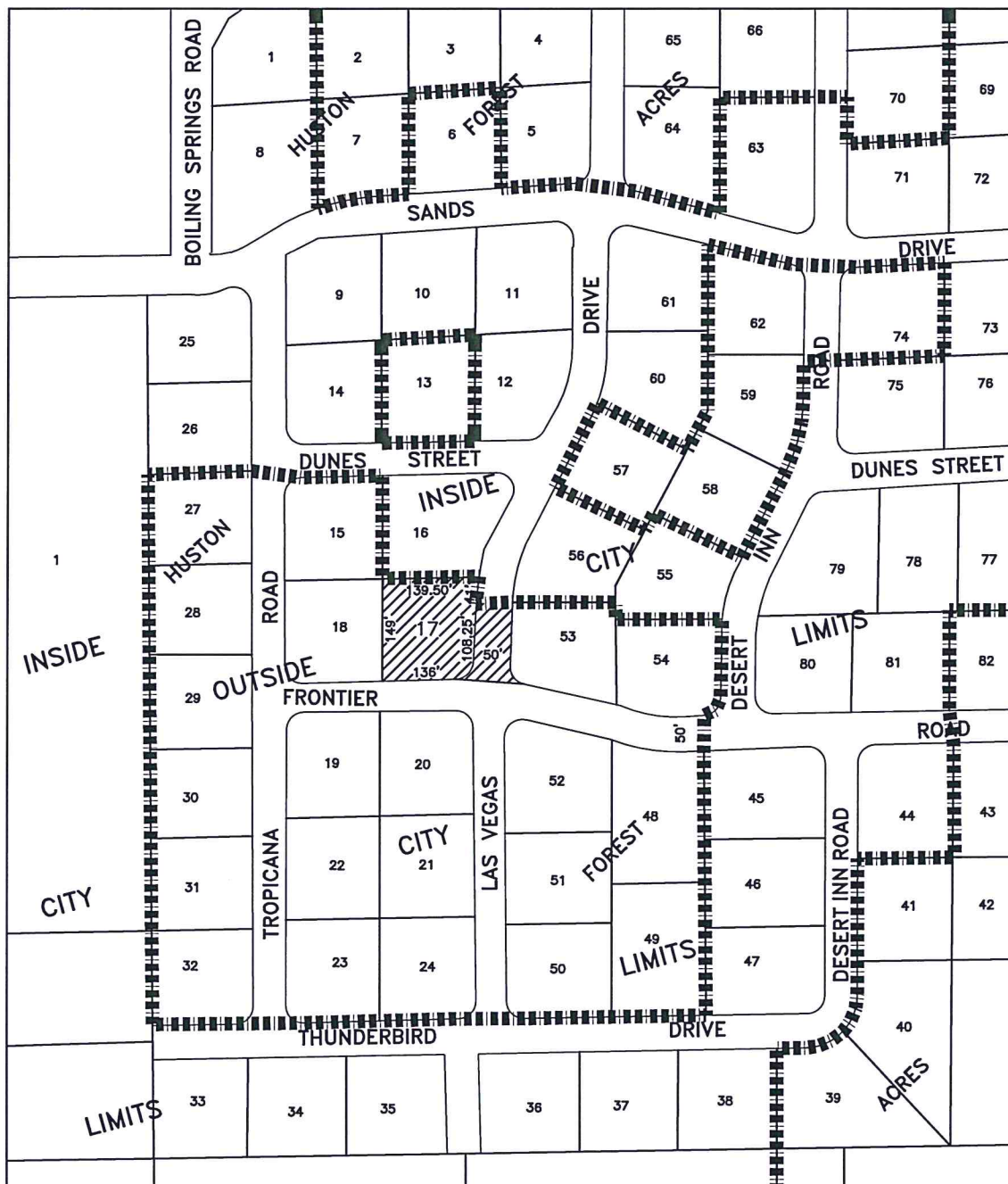
Signed and sworn to before me this 27th day of January, 20 20

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3305 LAS VEGAS DRIVE



indicates territory annexed



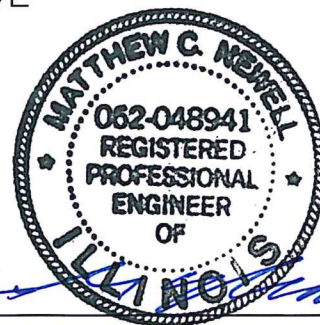
indicates existing corporate limits

0.472± acres

AREA 0.0007± sq. miles

108± lin. ft. of public road

HICKORY POINT township



All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 1790 Plainview Street

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1790 Plainview Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1790 PLAINVIEW STREET**

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 Alexis and Seth Black, requesting that there be annexed to the City territory described as:

LOT 2 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-28-326-003

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Alexis Black
Seth Black

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1790 Plainview Street, and legally described as follows:

LOT 2 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #07-07-28-326-003 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

<u>Alex Black</u>	<u>Alexis Black</u>	<u>1790 Plainview Decatur, IL</u>
<u>Seth Black</u>	<u>Seth Black</u>	<u>1790 Plainview Decatur, IL</u>

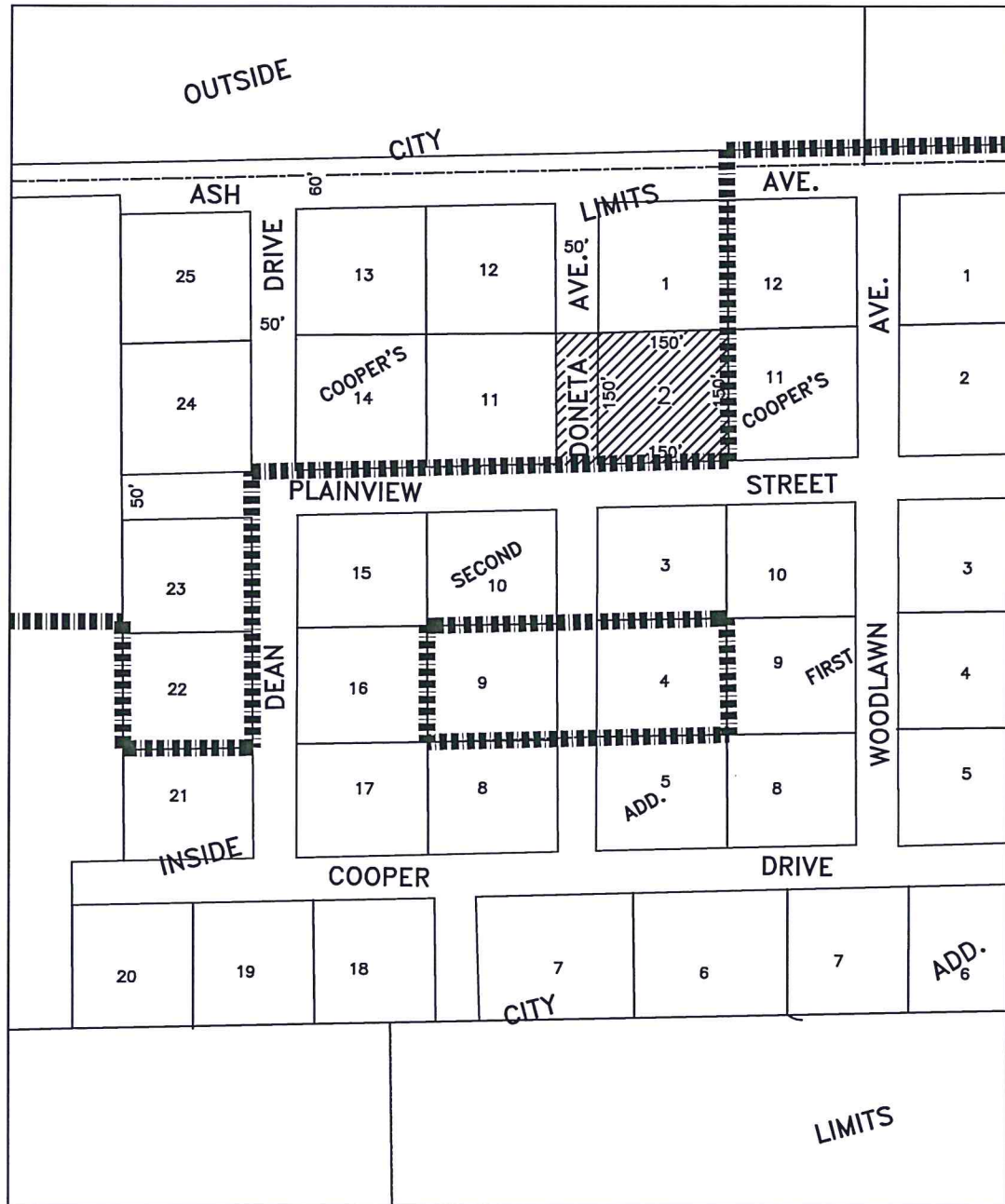
Signed and sworn to before me this 22 day of January, 20 20

Kirsten A. Born

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1790 WEST PLAINVIEW STREET



indicates territory annexed



indicates existing corporate limits

0.517± acres

AREA 0.0008± sq. miles

150± lin. ft. of public road

HICKORY POINT township



N.T.S.



2-7-20

CITY ENGINEER DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 1951 North Sunnyside Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1951 North Sunnyside Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1951 NORTH SUNNYSIDE ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of David P. Heil, requesting that there be annexed to the City territory described as:

SOUTH ½ LOT 7 NORTH SUNNYSIDE ADDITION, AS PER PLAT RECORDED IN BOOK 536 PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-06-453-002

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) D.P.H.

DAVID P HEI'1

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1951 N. Sunnyside Road, and legally described as follows:

SOUTH 1/2 LOT 7 NORTH SUNNYSIDE ADDITION, AS PER PLAT RECORDED IN BOOK 536 PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #04-12-06-453-002_____

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

David P Hei'1

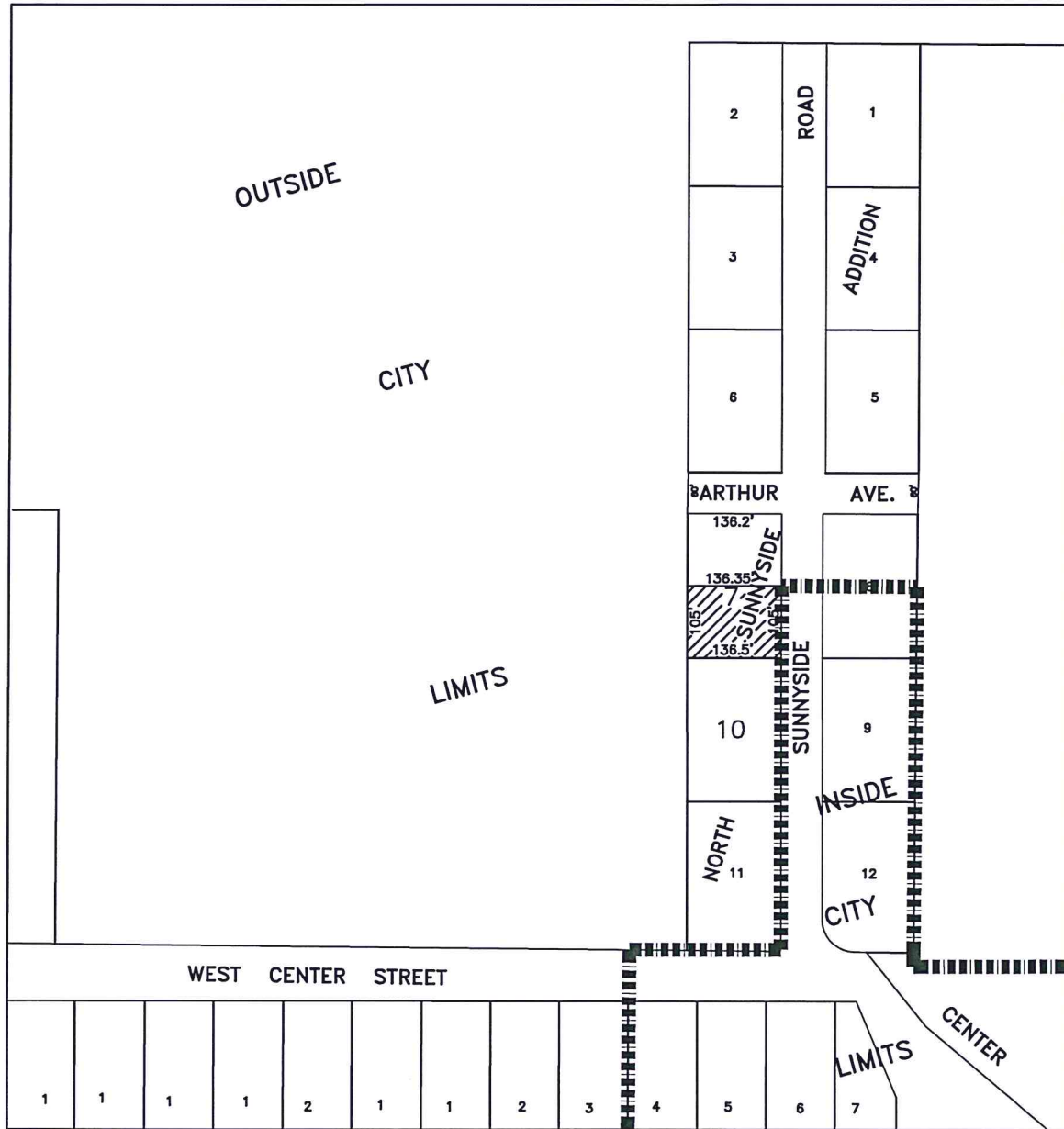
DAVID P HEI'1

1951 N Sunnyside RD
Decatur ILL

Signed and sworn to before me this 24 day of January, 20 20

Kirsten A. Born
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1951 NORTH SUNNYSIDE ROAD



indicates territory annexed



indicates existing corporate limits

0.329± acres

AREA 0.0005± sq. miles

0 lin. ft. of public road

DECATUR township



N.T.S.



2-7-20

All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

CITY ENGINEER DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 1960 North Sunnyside Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1960 North Sunnyside Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1960 NORTH SUNNYSIDE ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Gerald L. Lukens, requesting that there be annexed to the City territory described as:

NORTH ½ LOT 8 NORTH SUNNYSIDE ADDITION, AS PER PLAT RECORDED IN BOOK 536 PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-06-454-001

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

GERALD L. LUKENS

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1960 N. Sunnyside Road, and legally described as follows:

NORTH ½ LOT 8 NORTH SUNNYSIDE ADDITION, AS PER PLAT RECORDED IN BOOK 536 PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #04-12-06-454-001 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

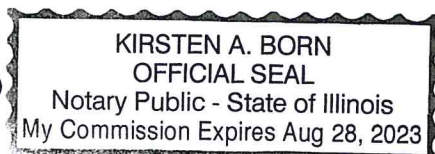
Gerald L. Lukens GERALD L. LUKENS 1960 N. SUNNYSIDE RD

Signed and sworn to before me this 27 day of January, 2020

Kirsten A. Born

Notary Public

(Rev. 12/2014)



1960 NORTH SUNNYSIDE ROAD



■■■■■■■■■■

0.329± acres

250± lin. ft. of public road

DECATUR township



A circular professional engineer seal for Matthew C. Newell, State of Illinois. The seal features a double-lined border. Inside the border, the text "MATTHEW C. NEWELL" is curved along the top, and "ILLINOIS" is curved along the bottom. In the center, the text "062-048941" is at the top, followed by "REGISTERED PROFESSIONAL ENGINEER" in three lines, and "OF" at the bottom. Two small stars are positioned on the left and right sides of the central text. A blue ink signature is visible at the bottom of the seal.

Page 456 of 510

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4170 North Taylor Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4170 North Taylor Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4170 NORTH TAYLOR ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Andrea L. Frazelle and Gary J. Frazelle, requesting that there be annexed to the City territory described as:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION TWENTY-EIGHT (28), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE 3RD. P.M., THENCE EAST 247.8 FEET; THENCE SOUTH 180.84 FEET; THENCE WEST 247.7 FEET; THENCE NORTH 180.9 FEET TO THE POINT OF BEGINNING; EXCEPT BEGINNING 179 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 28; THENCE SOUTH 180.85 FEET; THENCE EAST 68.7 FEET; THENCE NORTH 180.84 FEET; THENCE WEST 68.8 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 07-07-28-401-020

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Andrea L. Frazelle

Gary J. Frazelle

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4170 N. Taylor Road, and legally described as follows:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION TWENTY-EIGHT (28), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE 3RD. P.M., THENCE EAST 247.8 FEET; THENCE SOUTH 180.84 FEET; THENCE WEST 247.7 FEET; THENCE NORTH 180.9 FEET TO THE POINT OF BEGINNING; EXCEPT BEGINNING 179 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE SOUTH 180.85 FEET; THENCE EAST 68.7 FEET; THENCE NORTH 180.84 FEET; THENCE WEST 68.8 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #07-07-28-401-020 _____

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

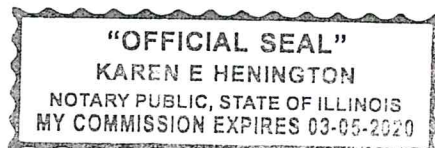
2/13/2020
Andrea L. Frazelle
Gary J. Frazelle

Andrea L. Frazelle
Gary J. Frazelle

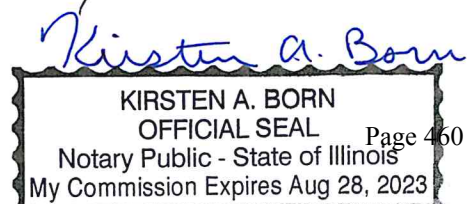
4170 N Taylor Ave
Decatur IL
62526

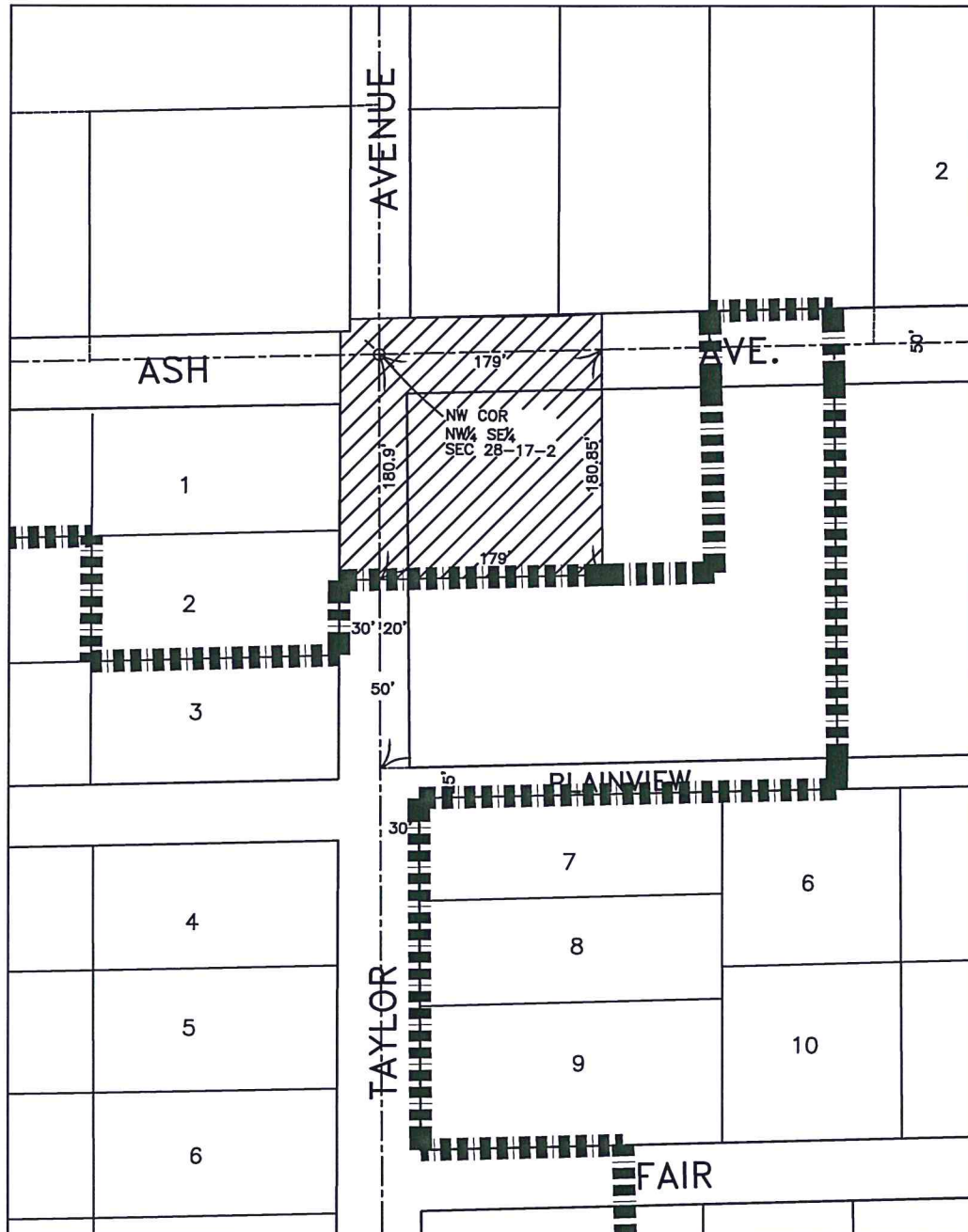
Signed and sworn to before me this 30th day of December, 2019

Karen E Henington
Notary Public



(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4170 NORTH TAYLOR AVENUE



indicates territory annexed



indicates existing corporate limits

0.743± acres

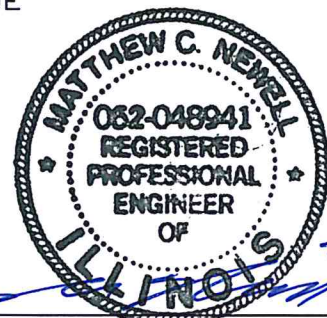
AREA 0.0012± sq. miles

360± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2250 Thunderbird Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2250 Thunderbird Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2250 THUNDERBIRD DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Marvin L. Cooper and Gloria K. Cooper, requesting that there be annexed to the City territory described as:

LOT 49 HUSTON FOREST ACRES

PIN# 07-07-32-433-005

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Marvin L. Cooper

Gloria K. Cooper

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2250 Thunderbird Drive, and legally described as follows:

LOT 49 HUSTON FOREST ACRES

PIN #07-07-32-433-005 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

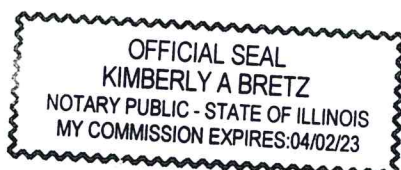
STREET ADDRESS, CITY, STATE

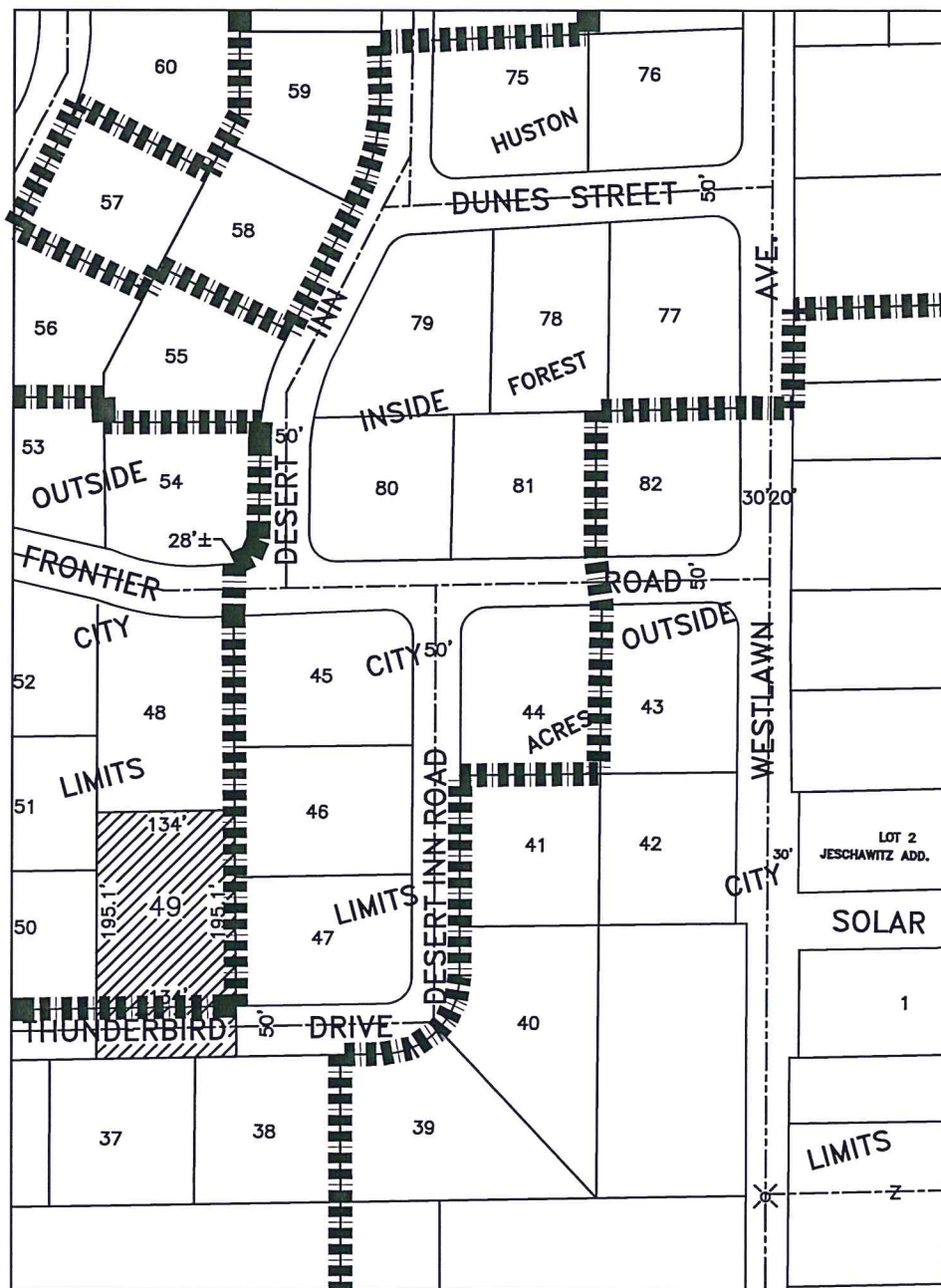
<u>Marvin L. Cooper</u>	<u>MARVIN L. COOPER</u>	<u>2250 THUNDERBIRD DR. DECATUR IL</u>
<u>Gloria K. Cooper</u>	<u>GLORIA K. COOPER</u>	<u>2250 THUNDERBIRD DR. DECATUR IL</u>

Signed and sworn to before me this 17th day of January, 2020

Kimberly A. Bretz
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2250 THUNDERBIRD DRIVE



indicates territory annexed



indicates existing corporate limits

0.600± acres

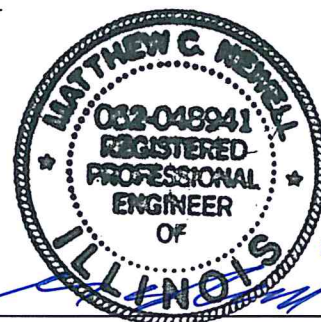
AREA 0.0009± sq. miles

134± lin. ft. of public road

HICKORY POINT township



N.T.S.



2-7-20

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2254 Thunderbird Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2254 Thunderbird Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2254 THUNDERBIRD DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of James R. Swigelson and Beverly K. Swigelson, requesting that there be annexed to the City territory described as:

LOT 50 HUSTON FORST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-433-003

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

James R Swigelson

Beverly K Swigelson

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2254 Thunderbird Drive, and legally described as follows:

LOT 50 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-32-433-003 _____

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

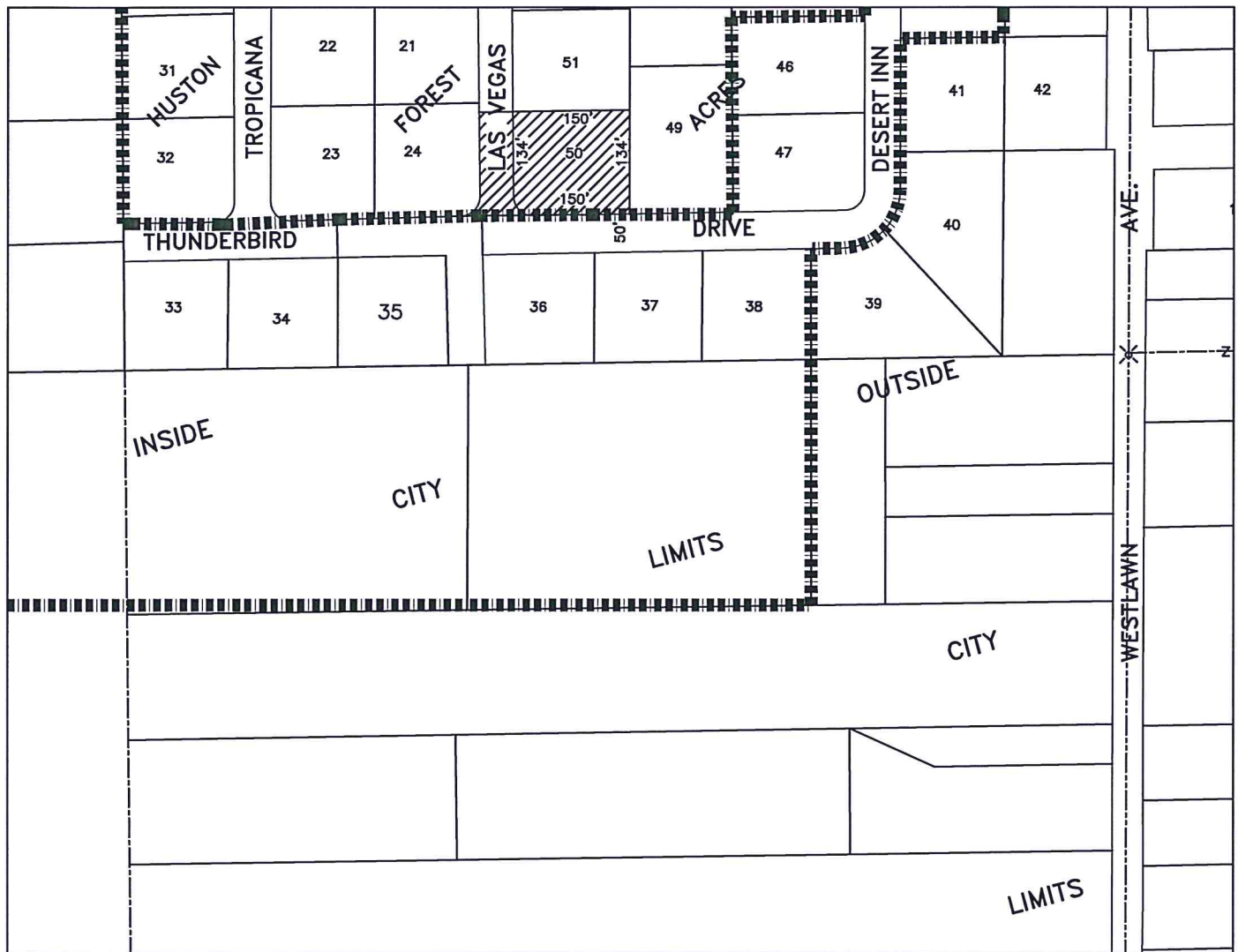
STREET ADDRESS, CITY, STATE

James R Swigelson James R. Swigelson 2254 Thunderbird Dr Decatur, IL
Beverly K Swigelson Beverly K Swigelson 2254 Thunderbird
Decatur, IL

Signed and sworn to before me this 30 day of January, 2020



Rachael Rodriguez
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2254 THUNDERBIRD DRIVE



indicates territory annexed



indicates existing corporate limits

0.461± acres

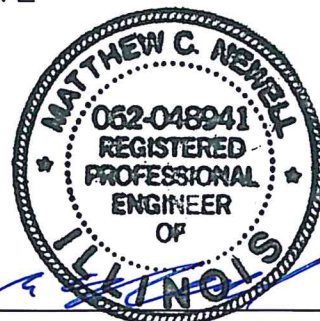
AREA 0.0007± sq. miles

134± lin. ft. of public road

HICKORY POINT township



N.T.S.



2-7-20

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3660 Catherine Street

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3660 Catherine Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3660 CATHERINE STREET**

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 Kenneth Edward Russell and Lori Mae Russell, requesting that there be annexed to the City territory described as:

LOT 2 OF LORI'S ADDITION AS PER PLAT RECORDED IN BOOK 1832 PAGE 679 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. (FORMERLY KNOWN AS LOT 3 OF VIRGINIA 2ND ADDITION, AS PER PLAT RECORDED IN BOOK 802, PAGE 118 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE WEST 118.5 FEET THEREOF.) SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 04-12-06-426-012

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)_____

KENNETH EDWARD RUSSELL

LORI MAE RUSSELL

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3660 Catherine Street, and legally described as follows:

LOT 2 OF LORI'S ADDITION AS PER PLAT RECORDED IN BOOK 1832 PAGE 679 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. (FORMERLY KNOWN AS LOT 3 OF VIRGINIA 2ND ADDITION, AS PER PLAT RECORDED IN BOOK 802, PAGE 118 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE WEST 118.5 FEET THEREOF.) SITUATED IN MACON COUNTY, ILLINOIS.

PIN #04-12-06-426-012_____

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

Kenneth E Russell Kenneth Russell 3660 Catherine ST. Decatur IL
Lori Russell LORI RUSSELL

Signed and sworn to before me this 5th day of February, 2020

Tara R. Bachstein
Notary Public



A circular professional engineer seal for the State of Illinois. The outer ring contains the text "MATTHEW C. NEWELL" at the top and "ILLINOIS" at the bottom, separated by two stars. The inner circle contains the text "062-048941", "REGISTERED", "PROFESSIONAL", "ENGINEER", and "OF". The seal is stamped in blue ink on a document.

DATE: _____ Page 476 of 510

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4146 Dean Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4146 Dean Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4146 DEAN DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Amanda and Wesley Littrell, requesting that there be annexed to the City territory described as:

LOT 14 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-28-302-003

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Amanda Littrell

Wesley Littrell

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4146 Dean Drive, and legally described as follows:

LOT 14 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-28-302-003 _____

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

Amanda Littrell
Wesley Littrell

Amanda Littrell
Wesley Littrell

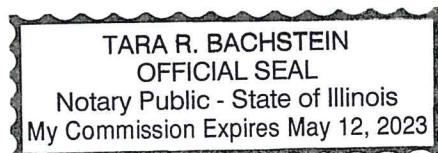
4146 Dean Dr Decatur, IL

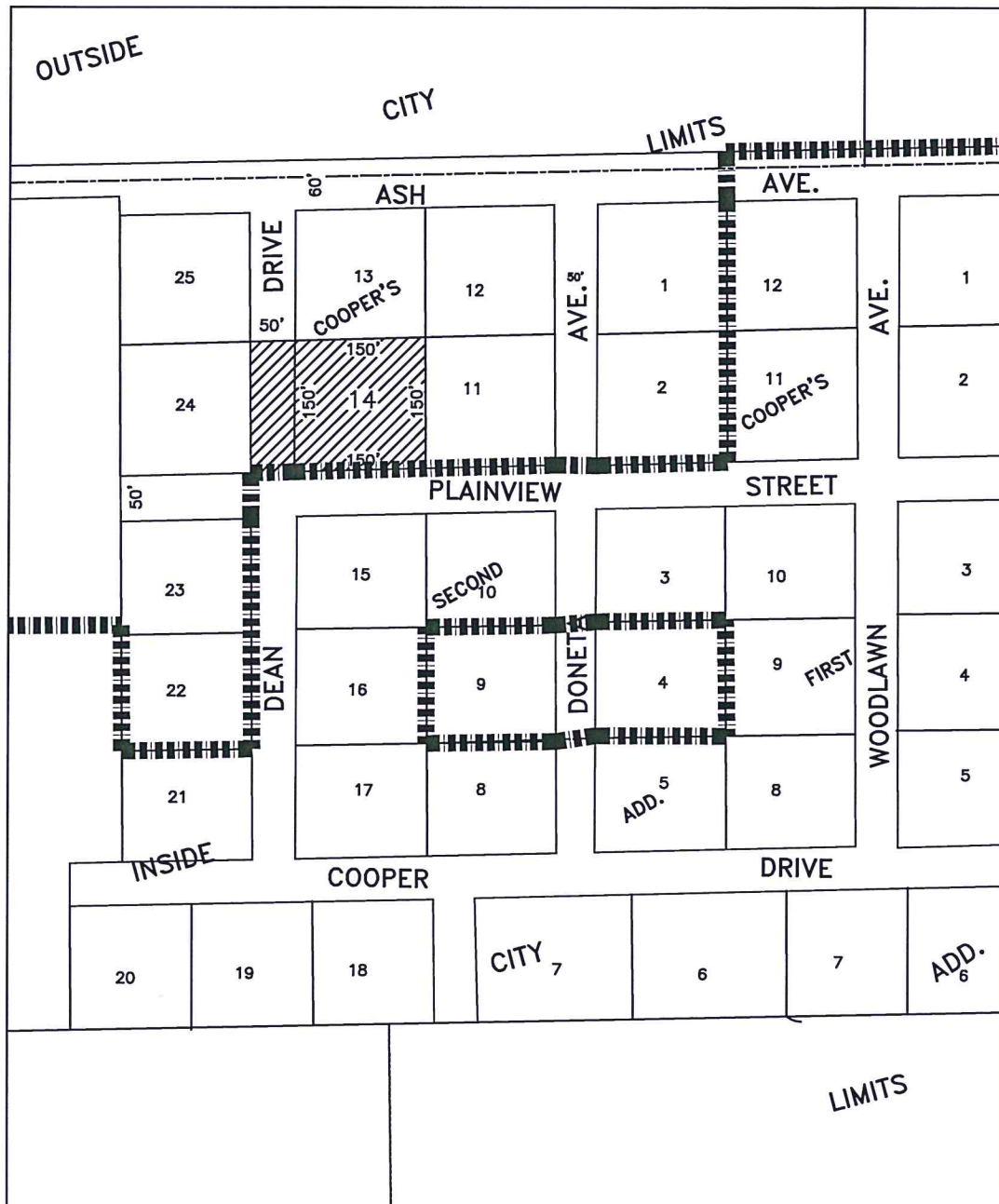
Signed and sworn to before me this 6th day of February, 2020

Tara R. Bachstein

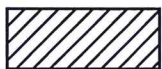
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4146 DEAN DRIVE



indicates territory annexed



indicates existing corporate limits

0.517± acres

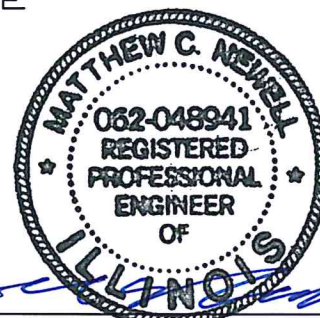
AREA 0.0008± sq. miles

150± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 1919 North Sunnyside Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1919 North Sunnyside Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1919 NORTH SUNNYSIDE ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Michael P. Heil and Traci S. Heil, requesting that there be annexed to the City territory described as:

PARCEL I: THE NORTH HALF OF THE SOUTH HALF OF LOT TEN (10) IN NORTH SUNNY SIDE ADDITION, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 536, PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS

PARCEL II: THE NORTH ½ OF LOT TEN (10) OF NORTH SUNNY SIDE ADDITION, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 536 AT PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS

PIN# 04-12-06-453-004

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Michael P. Heil

Traci S. Heil

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1919 N. Sunnyside Road, and legally described as follows:

PARCEL I: THE NORTH HALF OF THE SOUTH HALF OF LOT TEN (10) IN NORTH SUNNY SIDE ADDITION, AN ADDITION TO THE CITY OF DECATUR, ILLINOIS, AS PER PLAT RECORDED IN BOOK 536, PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS

PARCEL II: THE NORTH 1/2 OF LOT TEN (10) OF NORTH SUNNY SIDE ADDITION, AN ADDITION TO THE CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 536 AT PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS

PIN #04-12-06-453-004 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Michael P. Heil
Traci S. Heil

Michael P. Heil
Traci S. Heil

1919 N. Sunnyside Rd.
Decatur IL 62526

Signed and sworn to before me this 6th day of February, 2020

Tara R. Bachstein

Notary Public



Public Works

DATE: 2/11/2020

MEMO: 2020-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2436 Wilcox Lane

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2436 Wilcox Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2436 WILCOX LANE**

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 Larry E. Mundwiler, requesting that there be annexed to the City territory described as:

LOT 39 WILCOX WAYSIDE FARMS ADDITION

PIN# 04-12-05-304-002

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 24th day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Larry E Mandler

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2436 Wilcox Lane, and legally described as follows:

LOT 39 WILCOX WAYSIDE FARMS ADDITION

PIN #04-12-05-304-002 _____

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

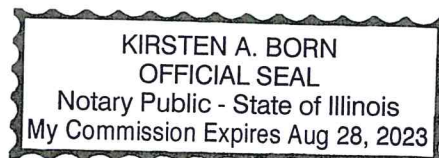
PRINTED NAME

STREET ADDRESS, CITY, STATE

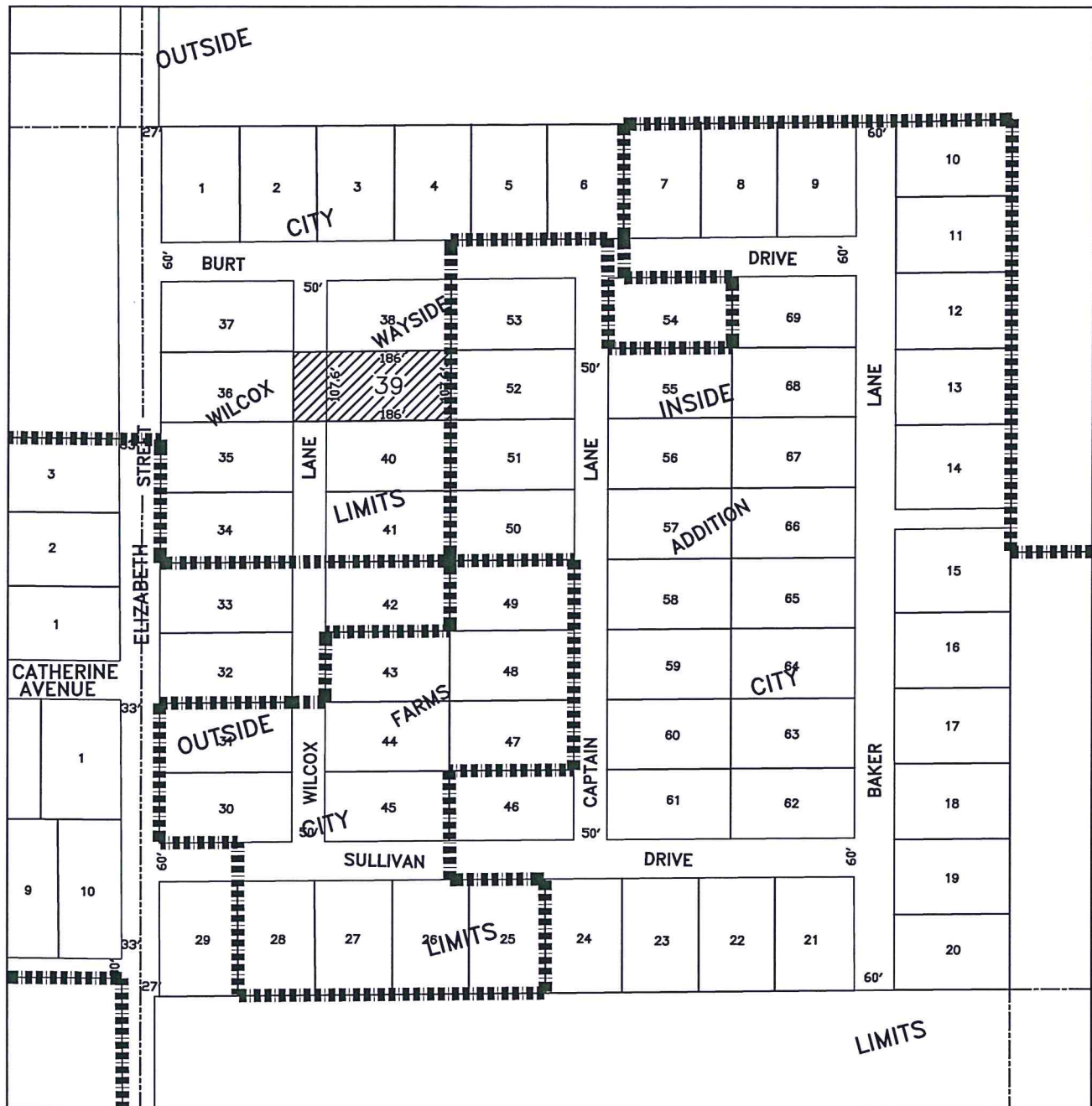
Larry E Mandler LARRY E MANDLER 2436 Wilcox Lane 62526
Decatur IL

Signed and sworn to before me this 7 day of February, 2020

Kirsten A. Born
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2436 WILCOX LANE



indicates territory annexed



indicates existing corporate limits

0.459± acres

AREA 0.0007± sq. miles

108± lin. ft. of public road

DECATUR township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

City Clerk

DATE: 2/11/2020

MEMO: 2020-03

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Zach McIntyre to the Electrical Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Zach McIntyre

Electrical Commission

12/1/2022

DATED this 24th day of February, 2020.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2020-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 24th day of February, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 24th day of February, 2020.

Julie Moore Wolfe, Mayor

City Manager

DATE: 2/12/2020

MEMO: 2020-02

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports for January 2020

ATTACHMENTS:

Description	Type
Police, January, 2020	Cover Memo
Fire, January, 2020	Cover Memo
IT, January, 2020	Cover Memo
Economic Community Development, January, 2020	Cover Memo
Human Resources, January, 2020	Cover Memo
Public Works, January, 2020	Cover Memo

DECATUR ILLINOIS POLICE DEPARTMENT

TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

FROM: James E. Getz, Chief of Police

RE: January 2020 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of January 2020 staffing was at 148. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>
Police Chief	1
Deputy Chief	2
Police Lieutenant	5
Police Sergeant	17
<u>Police Patrol Officer</u>	<u>123</u>
TOTAL	148

Civilian-Non Sworn Police Staffing

At the end of January 2020 staffing was as 12. Current civilian staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>
Administrative Secretary	1
Senior Crime Analyst	1
Crime Analyst	1
Sr. Clerk Typist	2
Records Supervisor	1
Parking Enforcement	2
Part-time FOIA Officer	2
<u>Community Liaison Officer</u>	<u>2</u>
Total	12

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	3	3
Directed Patrols	23	23
Active Problem Oriented Policing Projects	1	1
Completed Problem Oriented Policing Projects	0	0
Parking Citations	54	54
Criminal Arrests	324	324
Felony Drug Arrests	26	26
Firearms Seized	6	6
Traffic Citations	616	616
Field Interviews	203	203
Written Warnings	537	537
Calls for Service/CAD incidents	4290	4290
Unlawful use of Motor Vehicle tows	118	118
Driving Under the Influence Arrests (DUI)	34	34
DUI involving accidents	7	7
Fatal Accidents	0	0
Traffic Accidents	192	192
Accidents with Personal Injury	34	34
City Ordinances Arrests	15	15

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
41	41	16	16

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	596 grams	596 grams @ \$10-gram	\$5,960
Cocaine-Powder	27 grams	27 grams @ \$100-gram	\$2,700
Cocaine-Crack	16 grams	16 grams @ \$100-gram	\$1,600
Heroin	6 grams	6 grams @ \$300-gram	\$1,800
Ecstasy	55 hits	55 hits @ \$20 hit	\$1,100
Meth	538 grams	538 grams @ 100-gram	\$53,800
K-2/Pills:	0	0	
Search Warrants: 11		YTD: 11	
US Currency Seized: \$25,407		YTD: \$25,407	
Firearms seized: 12		YTD: 12	
Vehicles seized: 0		YTD: 0	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 106	YTD: 106
Cases closed/resolved: 35	YTD: 35
Criminal Arrests: 27	YTD: 27
Homicides: 0	YTD: 0
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 0	YTD: 0
Missing Person Investigations: 4	YTD: 4
Computer forensic Exams: 23	YTD: 23

Crime Analysis Unit and Investigations:

Sex Offender Registrations: 130 YTD: 130

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 19 YTD fugitive arrests: 19

Freedom of Information (FOIA)

The Professional Standards Unit received 264 Freedom of Information Act requests for the month.

Total requests YTD in 2020 is 264



DECATUR FIRE DEPARTMENT
MEMORANDUM
2020-02

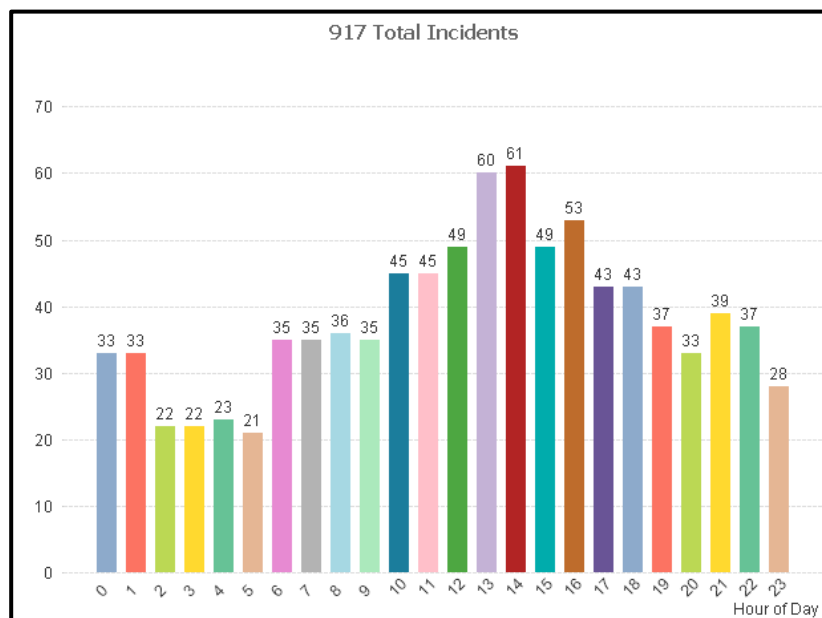
February 6, 2020

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – January 2020

The fire department responded to 917 alarms in January. The significant issues for the month were cost overruns for new station 5, ladder truck damaged in car accident and a ladder truck refurbishment.



The new station 5 costs are exceeding the authorized amount set by the council. A couple of the items are related to changes the city's code inspectors are requiring. The station will open as soon as the items are approved by the council and completed. We expect to open the station by the end of February. The costs overruns are around \$10,000.00.

There was an accident involving our reserve ladder truck and a civilian. The ladder truck was responding to a fire and the car turned in front of the apparatus. The front bumper and corner of the ladder truck sustained damage. The garage was able to replace the bumper with the bumper from the ladder truck that is waiting to be refurbished. The ladder truck that we rented to Charleston last year has had to be placed back into service for us. The damaged reserve ladder truck will be fully repaired later this spring. The ladder truck that is normally assigned to Truck 2 has been out-of-service now for almost 5 months. This ladder truck has the same frame rail issue

as another ladder truck that we just had repaired last year. Pierce is agreeing to repair this ladder truck for the same amount as the previous one. It will be on the council agenda for the second meeting in February.

Training Division:

The DFD Firefighter training for January consisted of companies from all 3 battalions completing the annual SCBA Maze evolution & MAYDAY procedures at Fire Station 1. Every firefighter is required to successfully negotiate a series of obstacles & entrapments hazards to demonstrate proficiency. Fire companies also reviewed & discussed SOP/SOG updates as assigned. The on-line course - NFPA 1021: Legal Responsibilities and Liabilities- was also completed in Target Solutions. Confined Space and Rope Technicians performed a high-angle rescue evolution at ADM Bio Products. This training was conducted in an elevator shaft and included: isolating the elevator car, rigging mechanical advantage rope systems, rappelling 60' to access/treat/package the victim and removing the victim vertically thru the elevator car access hatch. Several members were able to practice rappelling techniques in this complex environment.

The primary focus for EMS training was our annual Code Station/Skills Review conducted by designated on-shift Paramedics. This mandatory practical training evaluated: scene safety; protocol-driven patient care; advanced airway management; vascular/interosseous cannulation; medication administration; and cardiac-rhythm analysis. Additionally, Target Solutions courses covering medical, ethical, and legal issues were completed on-line.

Fire Prevention Division:

The Fire Prevention Division investigated (11) fires; (1) ruled as Incendiary, (6) ruled as Accidental, and (4) were Undetermined. They completed (38) school inspections; (19) key box installations & removals; (6) smoke detector installations; (3) CO detector installations; and (20) plan reviews.

Fire Prevention conducted three (3) investigative interviews at Fire Station 1; (13) business inspections and (4) business consults; and delivered fire scene evidence to the ISP lab in Springfield. They also attended several Traffic & Parking Commission and Technical Review Committee meetings.

Inspector Gillmar formulated the hydrant testing assignments and Inspector Wigginton formulated the company pre-plan assignments for 2020.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2020
January

This month, the Information Technology (IT) Department staff completed the following notable work:

- Modified City Permit application to reflect support fee changes approved by City Council on January 6th.
- Assisted Finance Department with year-end processing for payroll and year-end close.
- Completed data verification for 1095-C forms and loaded them into MUNIS system.
- Implementation of an internal alert system for desktops and portable devices has started. Anticipate systems to be operational in February.
- Phone system upgrade started in January and is anticipated to be complete in March. In preparation for this upgrade, IT completed necessary firmware upgrades to both primary and secondary phone system servers.
- Began evaluating newer technology to be used for Police Department neighborhood cameras utilizing a simpler user interface for searching recorded content and artificial intelligence to trigger alerts of detected patterns.
- Began an evaluation of gunshot detection systems to assist the Police Department with faster response to gunshot scenes.
- Progress was made on the server environment which will support Windows 10 with high graphic applications like video playback. Completion is anticipated in February.
- Spent in excess of 20 IT labor hours extracting information for multiple FOIA requests.
- IT is working with the Police Department on a technology grant that may pay for some of the body camera project starting soon.
- Completed quarterly firmware updates and monthly operating system patches to all City of Decatur virtual servers. All Critical patches are applied as they are released.
- Working with the Fire Department to test iPads for use in the fire trucks instead of tough books which have become very cumbersome for the Fire Department to use in their workflow.
- Began an assessment for surveillance cameras to be installed in the Parking Garage (Parking Lot C) to the south of the Library.
- Continuing the assessment of vendors and resources for Smart City parking sensors.
- In January, IT processed 101 Help Desk tickets, resolving 59 on the initial call (58.42% First Call Resolution Rate). No service surveys were returned in January.

**COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT
JANUARY 2020**

ECONOMIC DEVELOPMENT- Staff had 6 new inquiries in January. We have ongoing Economic Development projects. As of last week, there were 1,348 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. Casey's General Store led the way with 91 jobs, McDonalds with 58 jobs, ADM with 48 jobs, DMH with 29 jobs, and DPS61 with 26 jobs. IDES data for December shows Decatur had 700 job increases for the year 2019 from 52,000 jobs to 52,700 jobs. The unemployment rate is down to 5.1% from 6.3% a year ago.

PLANNING AND DEVELOPMENT DIVISION

Staff typically process site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances. In January, staff in conjunction with other city departments reviewed six (6) submittals which included four (4) site plans and two (2) Final Plats including revisions. Staff along with other departments held two (2) Technical Review Committee meetings for pending developments. Staff also attended several meetings and performed several landscape checks.

For the Decatur Urbanized Area Transportation Study (DUATS), staff continued to work on the Long-Range Transportation Plan (LRTP) Update with the consultant.

BUILDING INSPECTIONS DIVISION

For January, we issued a total of 81 permits with a total work value of \$11,593,132. Of those, we had four (4) permits each with a value of over \$200,000 [Decatur Housing Authority Lexington high rise retrofit, Macon Resources Group Home remodel, Club Car Wash, & Mueller Foundry].

Building permit fees will increase effective February 3rd.

PERMIT TYPE	# ISSUED	WORK VALUE
Building	20	\$11,361,546
Demolition	3	22,250
Electrical	18	88,252
Mechanical	10	69,770
Other	3	15,150
Plumbing	26	34,690
Sign	1	1,474
Tent	0	0
TOTAL	81	\$11,593,132

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab and infrastructure projects.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable furnaces and electrical.
- Staff continued working with the Engineering Division of the Public Works Department on the CDBG Sidewalk project.
- Staff is preparing the 2020-24 Consolidated Plan. Public meetings are required to gather input as to gaps in community services.
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- Staff attended the open house for Decatur Transitional Housing Complex, a program for IDOC parolees.
- Staff is aggressively seeking lead contractors for city rehabilitation projects.
- CDBG sub grantees, Old King's Orchard Community Center and Project READ continue to submit monthly reports and positive outcomes. Their agreements end in March 2020.
- Staff is working to on a grant application from IHDA. The proposed application will request 2 million for roof replacement and housing rehabilitation.
- Staff attended meetings with outside agencies and various committees including Decatur 10pt. Coalition, CONO, DCEO, and the Decatur Macon County Continuum of Care.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here. Nine (9) demolitions were completed. See attached for a summary of the work involved during January.

		<u>ATTACHMENT</u>		
NEIGHBORHOOD INSPECTIONS DIVISION				
MONTHLY REPORT				
JANUARY 2020				
NEW CASES			DEMOLITIONS	
			Year-to-Date Demolished	9
Health & Safety (72 Hour)	90		New Cases	14
Direct to Legal (Repeat Offenders)	0		Sent to Legal	7
Housing and Unfit	19		Sent to Council	0
No Garbage Service	12		Out to Bid	0
Nuisance	199		Contracts Granted	0
Secure of Abandoned Buildings	21		Contract Amount	0.00
Weeds	0		Permits Issued	0
			Permits Finaled	9
TOTAL	341		Active Demolitions	172
RE-INSPECTION VISITS			GARBAGE SERVICE COMPLAINTS	
Code Enforcement	587		Received	0
Weeds	0			
			INVOICES*	
TOTAL	587			
			New Invoices	31
CASES SENT TO LEGAL FOR COURT			Dollar Amount	\$13,938.76
Code Enforcement	48		PAYMENTS RECEIVED**	
Weeds	0			
			Weeds (Year-to-date)	\$150.00
WEED ABATEMENT				
			* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement	
City Mowed - MCT lots	0			
Owner Mowed	0			
MCT Lots - Contractor Mowed	0			
			** reimbursement for costs incurred by the City of Decatur for weed abatement.	
TOTAL	0			

**HUMAN RESOURCES DEPARTMENT
Monthly Report of Priorities and Projects
Fiscal Year 2020
January 2020**

Human Resources Department

This month, Human Resources Department staff accomplished the following:

- Facilitated the hiring and conducted orientation for fourteen new employees: nine Police Patrol Officers, two Community Liaison Officers, one Account Clerk II, one Water Plant Operator I and the Planning & Development Manager;
- Begin recruitment process for the Director of Community Development position (Closing date of February 24, 2020)
- Coordinated the annual Reverend Dr. Martin Luther King, Jr. luncheon and Freedom March; and
- Attended the monthly Civil Service Commission, AFSCME Labor Management, Human Relations Commission and SHRM meetings.

**Public Works Department
Monthly Activity Report
January 2020**

Engineering:

McKinley Avenue Sewer Rehabilitation: Chastain and Associates completed design and submitted the plans and specifications to IEPA for approval. The Loan Ordinance was approved on November 5, 2018 for \$7.9 million. A request for qualifications and proposals was advertised on February 13, 2019 to provide the City with construction engineering services. The City receive proposals from Crawford Murphy and Tilly (CMT) and Chastain and Associates. The City selected CMT as the most qualified firm and an engineering services contract was awarded on June 3, 2019. The construction project is advertised June 20, 2019 and bids were received on August 20, 2019. The City received six bids with the low bid received from SAK Construction for \$5,222,777. IEPA approved the bid and provided the City with the loan offer for \$5,911,143.31. The City also received \$886,671.50 of the loan amount will be forgiven. SAK received the Notice to Proceed on November 4, 2019. Lining has commenced, the work is estimated at 40% complete.

Mound Road Spring Creek West and Middle Deck Replacement: Mound Road bridges West (between Neely Ave and Educational Park) and Middle (between Moundford Ave and Camelot Dr) over Spring Creek was advertised through the State with bids received January 18, 2019. The project replaces both bridge decks with staged construction to allow for two-way traffic. The State received six bids with the lowest bid received from Sangamo Construction at approx. 2.5 million. The City will receive 2 million in Federal funding with the MFT Fund covering the remaining. All work is complete except final restoration and striping. The specification does not allow this work to be completed until the spring.

2019 Water Main Replacement Project: The project was designed by Engineering staff, the project is in the area bounded by Grand to the North (project will not include MacArthur High), Fairview to the East, King to the south and Taylor to the west. The project was advertised on January 30 with bids received on February 20. The resolution was awarded to Burdick Company as the lowest responsive bidder on March 4. The project was split into four phases with all phases complete with only final restoration remaining. The specification does not allow this work to be completed until the spring.

2019 Valve and Hydrant Replacement Project: The project was designed by Engineering staff; the project replaces existing or install new valves or hydrants at various locations within the distribution system. The project was advertised on January 30 with bids received on February 20. The resolution was awarded to Kinney Contractors as the lowest responsive bidder on March 4. The project is complete, staff is working on final project closeout.

32nd and Fulton Storm Drainage Improvement Project: The Project is in final design by Farnsworth Group. The project will provide a new storm sewer to serve the area generally bounded by Rt 36 to the North, 36th St to the East, Orchard to the South and Country Club Rd to the East to relieve flooding. The Project was the no. 3 priority on the Storm Water Master Plan. The project is estimated to bid Spring FY 2020.

2019 DPTS Bus Shelter Pad Project: Engineering Staff designed the 2019 Decatur Public Transit Project. The project was advertised on July 17 and bids were received on August 7, 2019. The bid came in higher than estimated and budgeted for by Decatur Transit. The project is planned to be re-advertised February 5, 2020 with bids due February 28, 2020.

Main Street Bridge over Stevens Creek Repair: WHKS designed the repair of the Main Street Bridge over Stevens Creek. During routine bridge inspection piles for the abutment were

found to be exposed with some have section loss. The project's design will rehabilitate the section loss and protect the remaining piles per IDOT standards. Bid were received on September 5, 2019 and awarded to Sangamo Construction as the lowest responsible bidder on September 16, 2019. All work is complete except final restoration. The specification does not allow this work to be completed until the spring.

2020 State and Local MFT Project: Engineering Staff has prepared the 2020 State and Local MFT projects.

The State MFT project is scheduled to advertise on February 5 with bids due on February 19

The Local MFT project was advertised on January 15 with bids due on February 6th.

2020 Water Main Replacement Project: The project was designed by Engineering staff, the project is in the area bounded by Rt 36 to the North, Moffet Ln to the East, W Main St to the south and Moffet Ave to the west. The project was advertised on January 8 with bids due on February 5.

2019 Valve and Hydrant Replacement Project: The project was designed by Engineering staff; the project replaces existing critical valves and hydrants at various locations within the distribution system. The project was advertised on January 8 with bids due on February 5.

MUNICIPAL SERVICES MONTHLY DATA 01/01/2020 – 01/31/2020

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sewers Cleaned	368 lin. ft.	9 hrs.	
Sewers Root Cut	9,607 lin. ft.	162 hrs.	
Catch Basins Pumped	29 each	42 hrs.	
Jetting for Backups	13,892 lin. ft.	93 reg. hrs.	68.4 OT hrs.
Ditches Cleaned	440 lin. ft.	31 hrs.	
72 Hour Cleanups	each	183.5 hrs.	
Home Secures	each	76.5 hrs.	
Sidewalks	768 sq. ft.	hrs.	
Snow Fence Installation	1,800 lin. ft.	hrs.	
Special Projects	6 each	97 hrs.	
S & S Utility Cuts Pavement	1 each	51 SY	
WD Cuts Driveway	1 each	9.33 SY	
WD Cuts Pavement	6 each	110.30 SY	
WD Cuts Sidewalk	1 each	50 SF	
WD Cuts Brick Streets	1 each	11 SY	
Potholes Patched	5,859 each	740.30 hrs.	
Alley Grading	20,790 lin. ft.	N/A	

Street Sweeping	121.60 miles	323.50 hrs.	
Signs Made	42 each	73 hrs.	
Signs Repaired	10 each	20 hrs.	
Signs Installed	34 each	45 hrs.	
Decals Made	18 each	1 hrs.	For Police Vehicles
“Special” Signs Made	2 each	4 hrs.	For Library Parking Area
Symbols Painted	2 each	6 hrs.	
Tree Trimming	83 each	N/A	
Tree Removals	32 each	N/A	
Stump Removals	52 each	N/A	
Fleet Equipment Availability	96.83%	N/A	

**Water Production Division
Monthly Activity Report
January 2020**

Lake Decatur Dredging Basins 1 through 4: Great Lakes Dredge & Dock will complete sediment storage basin drainage improvements in mid 2020 to close out the project.

Lake Decatur Landscape Maintenance: A portion of this year’s project is to establish native grasses and plants with the assistance of the Macon County Conservation District (MCCD) at an area adjacent to Lake Shore Drive at M.L. King Jr. Drive. Sites for the rest of this year’s project are being reviewed.

Lake Decatur Water Level: The level of Lake Decatur was maintained at an average of 612.6 feet above mean sea level (82% full) which is on target for January.

Lake Decatur Watershed Management Plan: Scope of services and contract negotiations began with the firm identified by staff as being best suited for this project. It is anticipated that an agreement will be presented to the City Council for consideration in February.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. Data for this outcome has not been obtained yet.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99% of the engineering and construction bid specifications. This project is on hold pending the recommendations of the Water Utility Long Term Sustainability Plan.

Water Production: 547.21 million gallons of potable water were pumped to customers which was 2.43% less than January 2019.

January 2020

Water Services: Staff repaired 25 water services, 5 water main failures, 4 fire hydrants and 4 system valves. Inspected 17 system valves and completed 1,576 utility billing orders and 52 distribution system orders.

Performance Measures: Data will be provided on a quarterly basis.