



**Monday, February 6, 2023
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

- Approval of Minutes of January 9, 2023 City Council Study Session
- Approval of Minutes of January 17, 2023 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing City Manager to Execute Contract Extension with First Mid Insurance Group DBA JL Hubbard Insurance and Bonds Agency for Employee Benefit Broker and Advisory Services
2. Resolution Authorizing Approval of Proposal from Crossing Healthcare and Heritage Behavioral Health Center for Use of Opioid Settlement Funds
3. Resolution Authorizing a City-State Agreement with Illinois Department of Commerce and Economic Opportunity for the T/CCI Manufacturing Project
4. Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 Regarding High School Student Use and Transit Fares
5. Resolution Authorizing a Change in Bus Fares for Decatur Public School District #61 High School Students
6. Resolution Authorizing the Execution of an Agreement for Professional Services Related to Solar Development with CQI Associates, LLC and the City of Decatur
7. Resolution Accepting Bid from Flooring Oasis Incorporated for Providing and Installing New Carpet on the First Floor of the Decatur Public Library
8. Resolution Accepting Grant from the Illinois Housing Development Authority

9. Resolution Authorizing Agreement between City of Decatur, Illinois and Central Illinois Land Bank Authority Regarding Housing Assistance Programs
10. Resolution Authorizing American Rescue Plan Act (ARPA) Funds and HOME Investment Partnership Funds for the Redevelopment of Garfield School
11. Resolution Approving Uses of Unallocated CDBG-CV Funds
12. Resolution Authorizing an Agreement between the City of Decatur, Macon County, and Central Illinois Regional Dispatch Center to Share Costs Related to Computer-Aided Dispatch Software
13. Resolution Authorizing Professional Services Agreement Lisa Bonnett
14. Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur
15. Ordinance Adding City Code, Chapter 66.1 Regulation of Lake Decatur Boating
16. Ordinance Adding City Code, Chapter 66.2 Regulation of Lake Decatur Docks
17. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials
 - B. Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate
 - C. Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe
 - D. Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete
 - E. Resolution Approving the Transfer of 1421 East Orchard Street, Decatur, Illinois from Woodford Homes, Inc. to Old King's Orchard Community Center
 - F. Ordinance Amending Ordinance No. 2023-04 Annexing Territory Danceland Addition

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of January 9, 2023 City Council Study Session

ATTACHMENTS:

Description

Type

Minutes of January 9, 2023 City Council
Study Session

Backup Material

CITY COUNCIL STUDY SESSION MINUTES

Monday, January 9, 2023

On Monday, January 9, 2023, 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 Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe. 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 on “Neighborhood Revitalization and Related Code Enforcement Strategies”.

City Manager Wrighton presented an overview of the Study Session and provided an update on neighborhood revitalization.

Mr. Matt Kries, General Counsel for the Center for Community Progress gave a presentation on code enforcement and its role in neighborhood revitalization and provided recommendations to the Council for how code enforcement can address the negative effects of problem properties on Decatur residents and neighborhoods.

Mr. Cordaryl “Pat” Patrick, Director of Economic and Community Development, spoke about scaling up code enforcement and the creation of a rental registration program.

Mr. Jon Kindseth, Deputy City Manager discussed the creation of a vacant property registration program, chronic nuisance ordinance and seeking legislative fixes where needed.

City Manager Wrighton spoke about potential changes in trash collection.

Council members held a discussion on trash collection services.

The following citizens provided comments to the Council: Ayn Owens, Bruce Washburn, Charles Tiner, Justin Phillips, Deangleo Stoner, Greg Washburn, Wayne Dunning and Abeer Motan.

Mr. Jon Kindseth, Deputy City Manager answered questions from Council members concerning rental inspections.

Council members discussed recommendations provided by staff and the Center for Community Progress.

The consensus of Council members gave the okay for staff to proceed with the suggested code enforcement strategies discussed.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Lavelle Peete, Reymundo Leon, Deangelo Stoner, Ron Thomas, Darrell Holloway, Abeer Motan and Justin Phillips.

With no other Appearance of Citizens, Council members responded to citizens' comments regarding food truck fees.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 8:09 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of January 17, 2023 City Council Meeting

ATTACHMENTS:

Description

Type

Approval of Minutes of January 17, 2023
City Council Meeting

Backup Material

CITY COUNCIL MINUTES
Tuesday, January 17, 2023

On Tuesday, January 17, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Ms. Gabby Watson, Millikin University student, presented a proclamation proclaiming January 2023 as Human Trafficking Awareness Month in Decatur.

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

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the December 19, 2022, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-01 Resolution Approving Appointment – City Councilmember, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

Dr. Dana Ray was sworn into the office of City Councilwoman.

City Manager Wrighton presented the Financial Treasurer's Report.

Motion Approving City Council Policy on Replacing Privately Owned Lead Water Services, was presented. Councilwoman Gregory moved the motion do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the motion.

Public Works Director Matt Newell answered questions from Council members concerning citizen outreach initiatives and costs.

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

2023-01 Ordinance Amending City Code Chapter 52 Alcoholic Liquor, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance.

Council members held a discussion on amendments to the Class L liquor license, new BYOB language and an increase in the number of Class A liquor licenses by one.

City Manager Wrighton added that the increase in the number of Class A liquor licenses was required due to a settlement agreement for the acquisition of land and buildings needed for the Brush College project that granted Niemann Foods a Class A liquor license and video gaming.

Council members raised concerns about Niemann Foods proposed laundromat with liquor and gaming.

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

2023-02 Ordinance Amending City Code Chapter 54.1 Video Gaming License, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance.

Council members expressed their support for a six-month moratorium on the issuance of new video gaming licenses.

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

2023-03 Ordinance Amending City Code Chapter 55.1 Mobile Food Units, Temporary Vendor Stands, and Food and Beverage Carts, was presented.

Mayor Moore Wolfe opened a discussion on revisions to the Ordinance.

Following a discussion by Council members, Councilwoman Gregory moved to amend the Ordinance by deleting Section Three (3)(e), proof of access to restroom facilities; amending Section Four (4) by reducing license fees to \$50.00 per year for mobile food units, temporary vendor stands and food and beverage carts; removing language regarding fees for existing restaurants and reducing the fee to \$25.00 should the license be issued after August 15 of any year, seconded by Councilman Kuhle.

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

R2023-02 Resolution Authorizing Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 regarding 1140 West Sunset Avenue, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Mr. Bret Robertson spoke in favor of rehabilitation versus demolition.

Council members talked about the deteriorating condition of Woodrow Wilson School.

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

R2023-03 Resolution Accepting the Proposal from M&O Environmental for the Abatement of Asbestos from Vacant Building at 1140 W. Sunset (former Woodrow Wilson School), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2023-04 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Traffic Control Corporation for the Purchase of Traffic Signal Controllers and Cabinets, City Project 2022-07, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2023-05 Resolution Authorizing an Intergovernmental Indefeasible Right of Use Agreement and Associated Sales Order with the Illinois Department of Innovation and Technology to Obtain Unused Fiber from the City of Decatur Fiber Network, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jim Edwards, Director of IT, gave a brief overview of the Resolution.

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

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

- Item A. 2023-04 Ordinance Annexing Territory Danceland Addition
- Item B. 2023-05 Ordinance Annexing Territory 2383 Wilcox Lane
- Item C. R2023-06 Resolution Approving Appointments - Oakley Township Silt Retention Basin Site Maintenance Advisory Committee
- Item D. R2023-07 Resolution Authorizing a Stipulated Agreement Concerning Safety Improvements at the At-Grade Crossing with Illinois Central Railroad Company at Clinton Street
- Item E. R2023-08 Resolution Authorizing Cash Rent Farm Lease with Craig Hill for DeWitt County Wellfield
- Item F. R2023-09 Resolution Authorizing Crop Share Farm Lease with Steve Bell for Oakley Sediment Basin Exterior
- Item G. R2023-10 Resolution Authorizing Action Regarding Unsafe Structures

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

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

With no Other Business, Mayor Moore Wolfe called for Closed Executive Session at 7:15 p.m. under Open Meetings Act Section (2)(c)(2) Collective Negotiating Matters between the Public Body and its Employees or their Representatives.

Councilwoman Gregory moved to Recess to Closed Executive Session, seconded by Councilman Kuhle and upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session at 8:20 p.m. Councilwoman Gregory moved the regular meeting be adjourned; seconded by Councilman Kuhle. All were in favor by voicing no objections.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 8:20 p.m.

Approved _____
Kim Althoff
City Clerk

Financial Management

DATE: 2/1/2023

MEMO: Finance Department

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Gregg Zientara, CFO & City Treasurer

SUBJECT: Resolution Authorizing City Manager to Execute Contract Extension with First Mid Insurance Group DBA JL Hubbard Insurance and Bonds Agency for Employee Benefit Broker and Advisory Services

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Resolution	Cover Memo
Letter of Understanding	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: February 1, 2023

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing City Manager to Execute Contract Extension with First Mid Insurance Group dba JL Hubbard Insurance and Bonds Agency for Employee Benefit Insurance Broker and Advisory Services

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a two-year contract extension with First Mid Insurance Group dba JL Hubbard Insurance and Bonds Agency, whereas, First Mid / JL Hubbard will continue to provide the city with broker and advisory services on employee benefit matters, including healthcare, dental, vision, life insurance, disability insurance, and others.

BACKGROUND:

In early 2015, in preparation of the healthcare benefit broker and advisory contract termination between the City and AJ Gallagher / Behnke & Company) on December 31, 2015, the city engaged in a request for proposal process. A committee was formed to review, evaluate and to make a recommendation to the city council of the broker / advisor to be selected. The committee was comprised of Councilman Larry Foster, Assistant City Manager Jerry Bauer, Risk Manager Scott Clark and City Treasurer and Director of Finance Gregg Zientara.

JL Hubbard Insurance and Bonds was unanimously recommended by the committee, which was received and approved by the City Council, with JL Hubbard Insurance and Bonds commencing services as the broker and advisor to the city in employee benefit insurance matters effective June 1, 2015.

The contract provided for a two-year term covering the period June 1, 2015 to May 31, 2017, with the provision for period extension exercised at the option of the city. The original agreement was extended to May 31, 2020, by action of the City Council in Council Resolution R2017-74 dated June 5, 2017 (Extension 1).

The city extended the agreement for three (3) years for the period June 1, 2020 to May 31, 2023, by action of the City Council in Council Resolution R2020-75 dated May 18, 2020 (Extension 2).

This action will affect a contract extension for two (2) years for the period June 1, 2023 to May 31, 2025 (Extension 3).

Additional Commentary

The relationship between First Mid / JL Hubbard and the City of Decatur has been successful and has, from a city point of view, surpassed expectations.

The city engaged JL Hubbard at a time when the city was seeking advisory services that could assist and guide the city through a re-engineering process that included the development of a plan to review, rationalize, consolidate and leverage employee benefit coverage offerings to seek insurance coverage that provided the maximum of benefits to city employees, at a minimum cost to the city. In addition, the city desired the development and implementation of a “Wellness” program, intended to provide city employees with increased healthcare opportunities in an environment that encouraged participation, leading to improved employee health awareness and eventual outcomes.

Key results achieved by the city since the engagement with First Mid / JL Hubbard, include, but are not limited to:

- Consolidation of broker / advisor services into one provider allowing the leveraging of offerings to secure maximum coverage at leveraged price points
- Implementation of new dental / vision offerings to employees, with same coverage, at less cost
- Guided the city in the creation of the “wellness program”
- Guided the city in the creation of the City’s “annual health fairs” for city employees, retirees, library employees
- Automation of the city’s annual benefit enrollment process to move from a “manual paper process” to a “internet based electronic process”, improving the efficiency of the process
- Continued guidance as we move forward in the re-engineering of new and improved employee benefit programs and offerings to city employees, retirees and connected parties.
- Guided the city in the creation of the healthcare clinic, providing city employees, retirees and connected parties with enhanced medical healthcare services.

POTENTIAL OBJECTION:

There are no known objections to this resolution.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

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

BUDGET/TIME IMPLICATIONS:

The annual broker and advisory fee is as follows:

Period	Annual fee	
June 1, 2022 to May 31, 2023	\$ 45,920	Current contract fee
June 1, 2023 to May 31, 2024	\$ 47,068	2.5% increase from prior period
June 1, 2024 to May 31, 2025	\$ 48,248	2.5% increase from prior period

RESOLUTION NO. R2023 –

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT
EXTENSION WITH FIRST MID INSURANCE GROUP
DBA JL HUBBARD INSURANCE AND BONDS AGENCY
FOR EMPLOYEE BENEFIT INSURANCE BROKER AND ADVISORY SERVICES**

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

Section 1. That the agreement presented to the City Council herewith between the City of Decatur Illinois, and First Mid Insurance Group, dba, JL Hubbard Insurance and Bonds Agency, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager, is hereby, authorized and directed to sign said agreement in substantially the same form as presented on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 6th day of February, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

January 23, 2023

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

Dear Mr. Zientara,

Pursuant to our discussion, please consider this document as an extension of our original *Letter of Understanding* dated April 13, 2015 for the services provided to the City of Decatur by First Mid Insurance Group, Inc. dba JL Hubbard Insurance and Bonds Agency. Our services will include but not be limited to the following as per the Request for Proposal "Scope of Services":

- ❖ Initial meeting to discuss the goals of the City of Decatur and philosophy surrounding your employee benefits
- ❖ Review of current benefit structure
- ❖ Collection and review of paid claim data
- ❖ Compile and present a full claims analysis to the City of Decatur. This includes, but is not limited to the following information:
 - Cost per employee with comparisons to national data;
 - Health care utilization information (paid claim dollars by inpatient services, outpatient services, prescription drugs, physician office visits, routine services, chiropractic services, therapies, etc);
 - Claims by diagnosis (categories derived by ICD-9 codes to target illnesses within your member population);
 - Eligibility demographics; and
 - Prescription drug analysis.
- ❖ Analyze current plan of benefits for recommendation of changes relative to cost containment, industry norms, wellness initiatives and areas of importance to the City of Decatur
- ❖ Ongoing administrative functions;
 - Quarterly reporting with claims analysis to identify key issues and trends
 - Employee claims issue resolution as needed
 - Employee education meetings as needed
- ❖ **Annual and Periodic Reporting**
 - Provide year-end review on the performance of the group self-insurance plan including summary of plan costs, costs per plan, benefits paid per type of service, etc and include discussion of trends of the plans

- Provide as agreed upon periodic financial review of the group self-insurance including actual vs. budget, aggregate and stop loss review, utilization review, contributions by employer, employee and retiree, and projected costs

❖ **Communications and Assistance**

- Attend regular and special meetings (some with as little as 2 days notice) as requested including City Council Meetings, contract negotiations, and with City staff
- Provide customer service to staff, employees and retirees to resolve provider issues including billing, claims and vendor service
- Recommend and assist City staff in developing improved communications with employees and retirees
- Assist or conduct employee educational meetings on benefit coverage and trends including providing benefit information to employees and retirees
- Assist with regular, open and new employee enrollment process including attending employee meetings, developing enrollment materials and verifying enrollment accuracy

❖ **Compliance & Resources**

- Evaluate and review plan designs to assist and ensure plans are in compliance to state and federal regulations
- Review and evaluate benefit plan documents, summary plan descriptions, contracts, required communications to employees and regulatory agencies as requested
- Provide samples of suggested language for required communications to employees and regulatory agencies
- Conduct periodic meetings and provide materials discussing practical implementation of the Patient Protection Affordable Care Act and related State of Illinois requirements
- Assist, review and evaluate compliance procedures for other programs such as COBRA and HIPAA

❖ **Marketing and Selection**

- Develop strategy to identify goals for the solicitation and selection of TPA, stop-loss insurance and related products and services
- Solicit qualified TPA's and represent the City in negotiations on issues related to costs, service, and contract terms and conditions
- Analyze and compare proposals for cost competitiveness, compliance to City needs, and value
- Evaluate proposals for service responsiveness, capabilities and performance record
- Develop recommendations to City that includes complete analysis for each proposal and identification of variations or differences in the proposals
- Recommendation will include complete discussion of why the recommended TPA and stop-loss insurance is the best value for the City
- After City approval of TPA and related products, complete everything necessary to ensure smooth transition to new benefit period

❖ **Planning and Strategies**

- Provide ongoing analysis of plan designs, cost containment strategies and cost sharing alternatives
- Review plan costs trends and develop strategies to minimize impact of future requirements of regulations
- Review and provide impact of current wellness programs
- Outline and describe additional wellness initiatives and assist with the development and implementation of the wellness programs

The intent of this Letter of Understanding is that of a working document for the Scope of Services requested. It will vary periodically as mutually agreed based on the needs of the City of Decatur benefit plans at the time.

The effective date of this extension will be an annual option of the City of Decatur beginning June 1, 2023 and ending May 30, 2025 as provided in our response to the original Request for Proposal issued by the City of Decatur and accepted by the City April 22, 2015. First Mid Insurance Group, Inc. will continue services for the current annual agreed fee of \$45,920 effective June 1st, 2022 with an annual increase of 2.5% beginning June 1st, 2023 and June 1st, 2024 if option years are elected. This is payable in quarterly installments of \$11,767.00 at the beginning of each quarter for the option year June 1, 2023 through May 30, 2024. It is further noted that this compensation is the only compensation we will receive related to your medical insurance account. We will not accept any additional compensation from any insurance source.

Our consulting fee for this project includes not only my time, but the time and experience of our entire staff. Laura Sotelo, supervised by Stephanie Jackson will be the dedicated Account Executives that will coordinate all aspects of this project.

I am confident you will find our services of value and look forward to a long-term partnership with you and the City of Decatur. Please execute this Letter of Understanding with your signature below.

Sincerely,



Rick Semonis, CLU

Scot Wrighton
City Manager, City of Decatur Illinois

City Clerk

DATE: 1/31/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Approval of Proposal from Crossing Healthcare and Heritage Behavioral Health Center for Use of Opioid Settlement Funds

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution & Proposal	Resolution Letter
Backup Documentation	Backup Material

February 2, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Distribution of Decatur Proceeds from Multi-State Opioid Settlement

Last summer the State of Illinois announced that a national opioid settlement agreement had been reached with the nation's three largest pharmaceutical companies (see attached press release).

The Illinois portion of the \$26 billion settlement is still being calculated. So far, \$105,550,681 of the Illinois allotment has been released for distribution. Most of this amount will be retained by the State; but \$22,512,674 is to be distributed to those Illinois city and county governments that elected to participate in the case. Decatur and Macon County both signed on.

The city of Decatur should receive about \$73,557, and about half of this amount has already been receipted into the city's account. It is possible that the city could receive more. The terms of the settlement require that the funds be expended by local governments for opioid treatment and addiction programs. The city forwarded the specific terms and conditions for expenditure of settlement funds to Crossing Healthcare and Heritage Behavioral Health Center and requested that they submit a proposal to the city for compliant expenditure of the monies. The two agencies have submitted a joint proposal for the use of the funds (attached).

It is recommended that the City Council adopt a resolution approving the proposal, and authorizing the transfer of opioid settlement funds as the city receives them.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING APPROVAL OF PROPOSAL FROM CROSSING
HEALTHCARE AND HERITAGE BEHAVIORAL
HEALTH CENTER FOR USE OF OPIOID SETTLEMENT FUNDS**

WHEREAS, the State of Illinois has entered into and agreed to participate in a national opioid settlement agreement with certain pharmaceutical distributors with a portion of the settlement to be distributed to various participating local governments to be used to support critical recovery and treatment programs by those local governments; and,

WHEREAS, the City of Decatur, Illinois, an Illinois municipal corporation (“City”) is a participating local government under the national opioid settlement and opted into the settlement agreement with the State of Illinois; and,

WHEREAS, the settlement agreement provides that monies received by local governments must be used for certain and specific uses including the funding for recovery and treatment programs; and,

WHEREAS, the Community Health Improvement Center d/b/a Crossing Healthcare (“Crossing”) is an Illinois 501(c)(3) Section 330 funded Community Health Center organization located in Decatur, Illinois, providing comprehensive primary and preventative medical services including those involved in the treatment of substance use disorders, including through the use of recovery and treatment programs; and,

WHEREAS, Heritage Behavioral Health Center (“Heritage”) is a 501(c)(3) nonprofit behavioral health provider providing services to persons with substance abuse disorders, including through the use of recovery and treatment programs, in Macon County; and,

WHEREAS, Crossing and Heritage have submitted a joint proposal to the City for use of a portion of the City’s settlement for use in their specific recovery and treatment programs in compliance with the requirements of the national and state settlement requirements; and,

WHEREAS, the City finds the proposal to be in compliance with the directives and requirements of the settlement and desires to provide certain monies received from the settlement to Crossing and Heritage in compliance with their joint proposal.

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

Section 1. That the proposal submitted by Crossing and Heritage, attached hereto and
marked Ex. A, is hereby received, placed on file and approved.

Section 2. That the monies provided to Crossing and Heritage from the City and pursuant
to their proposal shall in no event exceed the actual monies received by the City as their share of
the settlement proceeds.

PRESENTED AND ADOPTED this 6th day of February 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK



City of Decatur Opiate Settlement Funds Request

Background

The Community Health Improvement Center dba Crossing Healthcare (Crossing) is a 501(c)(3) Section 330 funded Community Health Center organization providing comprehensive primary and preventative medical services, nutrition services, outreach and enabling services, behavioral health services, substance use disorder (SUD) treatment including detoxification and inpatient services, Medication Assisted Treatment (MAT) services, transitional housing, and recovery living, in Decatur, Macon County, in east central Illinois. Crossing's catchment area encompasses all of Macon County which has a total population of 102,432. By race and ethnicity, 76.8% are White, 18.3% Black/African American, 1.2% Asian, .3% American Indian, .1% Native Hawaiian or Pacific Islander, and 3.4% of the population is multiracial; in addition, 2.6% of the population is Hispanic or Latino. Within the county, 3.6% of the population speaks a language other than English in the home.¹ While 91.3% of the Macon County population has completed high school or the equivalency, only 23.6% has a college degree. Within the County, 17.6% of the population has incomes below the federal poverty guidelines (FPG). Among children under age 18, 22% live in poverty.² In 2021, Crossing provided SUD services to 1,902 clients and mental health services to 1,882 clients.

Heritage is a 501(c)(3) nonprofit behavioral health provider for Macon and DeWitt Counties providing services to almost 6000 individuals annually including approximately 200 individuals with a diagnosis of opioid use disorder and who participate in medication assisted recovery (MAR). Heritage serves children, families, and adults, with 80% of individuals we serve eligible and/or receiving Medicaid benefits and identifies as meeting criteria for poverty status. We have several programs specifically to assist individuals with a substance use or co-occurring disorder. Although each program contributes to the wellness and recovery of the individuals we serve, Heritage provides a wide array of substance use services including individual and group counseling, medication assisted recovery for opioid use disorder, problem gambling awareness and treatment, case management, crisis intervention, mental health, primary care, withdrawal management, residential rehabilitation and permanent supportive housing. Heritage recognizes and supports there is not one treatment approach that will work for everyone. Based on the assessed needs of the individuals, Heritage provides MAR treatment options to include methadone, naltrexone, and buprenorphine. Heritage is a community leader in prevention and harm reduction activities including providing education and distribution of fentanyl test strips, naloxone and overdose education, and access to condoms.

The population of focus includes individuals aged 18 and older with SUD and families of individuals with SUD. Within Macon County, 15.6% of the adult population is at risk for binge

¹ US Census Bureau, Quick Facts, 2022

² US Census Bureau, American Community Survey, July 2021

drinking and 4.8% of the population is at risk for heavy drinking³; these are lower than the Illinois rates of 19.9% and 7.6%, respectively. While local data is not available, within Illinois, heavy drinking rates are highest among persons aged 25-44 (9.9%), followed by persons aged 18-24 (8.7%), and persons aged 45-64 (6.8%). By race and ethnicity, non-Hispanic Whites have the highest heavy drinking rate (8.7%), followed by non-Hispanic Blacks (6.8%), Hispanics of any race (4.8%), and non-Hispanic Asians (4.7%). Males have higher heavy drinking rates (7.9%) than females (7.2%). Heavy drinking rates are highest among the highest income earners at 8.9%, closely followed by persons with the lowest income (8.6%). Persons identified as unmarried couples have the highest heavy drinking rates (11.8%), followed by never married persons (10.5%) and persons who are divorced/separated (8.1%).⁴ Macon County data is not available, but within Illinois 64.3 percent of recent mothers reported alcohol use in the three months before pregnancy⁵, and 5.2 babies per 100,000 were born to mothers who drank alcohol in pregnancy.⁶

While Illinois was experiencing an opioid overdose pandemic prior to the onset of the coronavirus pandemic, opioid overdoses surged during the pandemic. Statewide, the number of opioid overdose deaths in the first three quarters of 2020 were 36% higher than the first three quarters of 2019. The annual number of opioid overdose-related ED visits increased 16.8% and EMS encounters increased 20.9% in 2020 compared to 2019. The trend for overdoses has increased since 2019, with the peak for ED visits, EMS encounters, and fatalities in May 2020. Since then, monthly totals have trended downwards. When looking at the rural/urban distribution of opioid overdose-related visits, Macon County is considered small urban. The small urban county grouping ED visit rate increased by 11% between the first quarter of 2020 and the first quarter of 2019. In the first quarter of 2020, age-specific fatality rates demonstrated a marked disparity between the same period in 2019. The rate of opioid overdose fatalities disproportionately occurred in the non-Hispanic (NH) Black or African American population in the 45-64 age range. In fact, the highest fatality rate in each age group occurred in the NH Black or African American population, except in the 25-34 age group, where the NH White population had the highest fatality rate.⁷

Synthetic opioids, specifically fentanyl, are the leading cause of fatal drug overdoses in Illinois and were responsible for 84% of opioid fatalities and 70% of all drug fatalities in 2020.⁸ Of the opioid related fatalities in Macon County in 2020, 57.7% were synthetically involved. Within the County, synthetics were responsible for the most fatal overdoses by Whites (57.1%) and Blacks (60.6%), as well as persons of all ages, with synthetics being responsible for 61.5% of overdoses among persons aged 35-44, as well as 50% of fatal overdoses among persons aged 25-34 and persons aged 55-64.⁹

³ Illinois BRFSS, 2015-2019

⁴ Illinois BRFSS, 2019

⁵ IDPH, PRAMS Data, 2019

⁶ IDSP Illinois Center for Vital Statistics, 2019

⁷ "Illinois Opioid Overdose Epidemic During the Covid-19 Pandemic", Illinois Department of Public Health

⁸ IDPH, Statewide Semi-Annual Opioid Report, August 2021

⁹ IDPH, Opioid Dashboard, 2021

Nearly 2,000 Illinois women of reproductive (WRA) aged (15-44), died from opioid poisoning between 2008 and 2017, and 347 WRA died from opioid poisoning during 2017 alone (latest available data). Pregnancy-associated deaths related to opioid poisoning increased 10-fold over a 9-year period, and the pregnancy-associated mortality ratio related to opioid poisonings nearly doubled in just one year from 2016 to 2017. In 2017, opioid poisoning was the most common cause of pregnancy-associated death with nearly 1 in 5 deaths of pregnant or postpartum women due to opioid poisoning. Between 2013 and 2017, pregnancy-associated deaths caused by opioid poisonings were most common among white women, women with a high school education or less, and women residing in small/medium urban counties outside the Chicago area.¹⁰

With the skyrocketing rates of opioid use disorder and still to be determined other negative SUD outcomes emerging from the coronavirus pandemic, the unmet need for services continues to peak. Although the increase in access to SUD treatment has improved in Macon County over the past several years, transportation challenges continue to be reported as a barrier for those seeking treatment. There is also still unmet need for recovery support services and sober living services. Given estimates on the number of people in Illinois struggling with substance use disorders, including the opioid epidemic, findings indicate insufficient capacity of recovery homes and recovery support services (RSS) to meet the needs of Macon County. Crossing Healthcare and Heritage Behavioral Health Center are the primary providers of substance use disorder services in Decatur. Crossing Healthcare and Heritage Behavioral Health Center provide a wide array of substance use services including individual and group counseling, medication assisted recovery for opioid use disorder, withdrawal management, and residential rehabilitation. Both providers have programs to support substance use recovery with Crossing Healthcare's Recovery Living apartments and Heritage Behavioral Health Center's Permanent Supportive Housing First program. There is only one other recovery residency in the County serving only adult males. With the growing rates of SUD disorders and limited availability of care, persons who cannot access recovery living or recovery supports are at significantly high-risk for negative health and family outcomes; thus, the importance of this type of funding, and additional recovery support services cannot be overstated.

In alignment with the objectives outlined in the Illinois Opioid Allocation Agreement Exhibit B Approved Opioid Abatement List of Remediation Uses; both Heritage Behavioral Health Center and Crossing Healthcare seek to improve long-term recovery for persons with substance use disorder through improved access to treatment and purposeful supportive connections with peers in recovery, family and community education, and community-based collaborations.

Heritage Behavioral Health Center and Crossing Healthcare plan to execute the following goals and are requesting a total amount of \$50,000 from the settlement funds to be utilized as outlined below. Both entities will provide the city a detailed accounting of how the funds are utilized to ensure compliance with funding requirements. This agreement can be extended and enlarged by the city at the mutual discretion of the signing parties in the future.

¹⁰ "Data Snapshot: Opioid Poisoning Deaths Among Illinois Women of Reproductive Age", Illinois Department of Public Health, Office of Women's Health and Family Services, March 2019

Goals

Goal 1: Crossing Healthcare and Heritage Behavioral Health Care will expand access to services by identifying patients with transportation barriers and providing bus tokens and passes to access treatment centers for support and treatment services.

Goal 2: Crossing Healthcare will assist those seeking housing, employment, and/or educational opportunities in obtaining necessary vital records to enroll or prove identity.

Goal 3: Crossing Healthcare will assist those seeking treatment with basic needs as they establish housing and a stable sober living environment.

Goal 4: Heritage Behavioral Health Center will assist those seeking treatment with tangible items that are identified to positively impact social determinants of health specifically, yet not limited to, housing, employment, education, community and social support, and health care.

Goal 5: Crossing Healthcare and Heritage Behavioral Health Center will increase community awareness of substance use disorders and increase access to the FDA approved medications for opioid use disorders by expanding community outreach and education efforts.

Goal 6: Heritage Behavioral Health Center will provide training and education to prevent overdose deaths and opioid-related harms through evidence-based or evidence informed strategies by providing training and education regarding naloxone and other harm reduction strategies.

Goal 7: Heritage Behavioral Health Center will increase availability and distribution of naloxone and other harm reduction supplies by distributing overdose and opiate-related harm preventions kits to community members.

Crossing Healthcare 12-month Funding Request

Transportation assistance; bus tokens \$250/month	\$3,000
Documents, vital records fees \$125/month	\$1,500
Personal and housing related items; clothing basic needs	\$10,000
Community outreach and education supplies	\$500
Unreimbursed care	\$10,000

Heritage Behavioral Health Center 12-month Funding Request

Transportation assistance; bus tokens \$250/month	\$3,000
Items to impact social determinants of health	\$10,000
Community outreach and education supplies	\$2000
Harm reduction supplies and kits	\$10,000

Both Crossing Healthcare and Heritage Behavioral Health Center will also use these funds to provide Narcan to city of Decatur first responders (police, ambulance and fire) as requested and required by these agencies.

Total Request \$50,000 (each funding item is to be equally disbursed between Heritage Behavioral Health Center and Crossing Healthcare).

The city of Decatur anticipates receiving more than \$50,000 from the multi-state opioid settlement over a two-year period. Amounts received in excess of what has been requested by Crossing Healthcare and Heritage Behavioral Health Center will be equally distributed to each agency as the funds are received by the city, to be used only for eligible expenditures as provided herein.

The city of Decatur will only be required to remit opioid settlement distributions to Crossing Healthcare and Heritage Behavioral Health Center that are actually received by the city of Decatur.

Crossing Healthcare

Heritage Behavioral Health Center

Date:_____

Date:_____



Office of the Governor
JB Pritzker

For Immediate Release:
July 29, 2022

Contact:

Gov.Press@illinois.gov

Governor Pritzker and Attorney General Raul Announce Next Steps in Combatting Opioid Epidemic

CHICAGO—Governor JB Pritzker and Illinois Attorney General Kwame Raoul today announced the next steps in the historic national \$26 billion opioid settlement agreement with the nation’s three major pharmaceutical distributors – Cardinal, McKesson, and AmerisourceBergen – and one manufacturer, Johnson & Johnson.

“As this emergency has stolen the lives of thousands of residents, the state of Illinois has been a national leader in fighting back, with our state receiving as much as \$760 million over the next 18 years,” **said Governor JB Pritzker.** “I’m taking executive action to ensure these new resources truly address the best interventions, prevention, and remediation for the communities hurt by these harms. Everyone’s life is worth saving, and this administration will leave no stone unturned as we work to bring the opioid epidemic to an end.”

“The multibillion dollar national opioid settlement is the result of countless hours I and senior attorneys in my office have worked to hold opioid manufacturers accountable for their roles in the ongoing opioid crisis. After becoming Attorney General, I committed myself to working collaboratively with my colleagues around the country to ensure that accountability includes resources to abate the crisis and its impact. I have also held bipartisan negotiations with state’s attorneys across Illinois to prioritize an equitable framework for the allocation of resources coming to Illinois. As a result, Illinois will receive its full, approximately \$760 million share from this settlement. I am proud to work with Gov. Pritzker’s administration to make sure that funding from this settlement and any future settlement is spent equitably on abatement, even in instances where

victims and survivors of addiction have transitioned from dependence on pharmaceutical opioids to street heroin,” **said Illinois Attorney General Kwame Raoul.**

The Illinois Department of Human Services (IDHS) will distribute the portion of the funds coming to the State equitably, based on recommendations from an advisory board, chaired by the State’s Chief Behavioral Health Officer and made up of State and local appointees. The funding is expected to support critical recovery and treatment programs throughout the state.

“There are countless communities across the state that have been touched by the opioid crisis. This funds from this settlement allow the agency’s Division on Substance Use Prevention and Recovery to provide treatment for those struggling with opioid addiction,” **said Illinois Department of Human Services Secretary Grace B. Hou.**

The companies were sued for their role in creating and fueling the nationwide opioid epidemic.

Remediation monies coming from the distributor/Johnson& Johnson settlement, the Mallinckrodt bankruptcy plan, and other potential future settlements or judgments, will be administered through the Executive Order for the Administration of Settlement Proceeds and the establishment of IDHS Office of Opioid Settlement Administration (OOSA). The OOSA will reside in the IDHS Division of Substance Use, Prevention and Recovery and a Statewide Opioid Settlement Administrator (SOSA) will be appointed. The SOSA will ensure (1) opioid remediation funds align with the State Overdose Action Plan (SOAP) and (2) are used equitably to fund recovery and treatment programs in the counties and municipalities with the most urgent need.

The historic \$26 billion-settlement marks the culmination of three years of negotiations to resolve more than 4,000 claims of state and local governments across the country. It is the second largest multistate agreement in U.S. history, second only to the Tobacco Master Settlement Agreement. Illinois is one of 52 states and territories that have joined the settlement, along with thousands of local governments across the country. In Illinois, 94 out of 102 counties have signed onto the settlement. In addition, 104 out of 113 Illinois municipalities that are eligible to receive a direct distribution from the settlements have joined. In total, more than 290 Illinois government subdivisions have joined the settlements. Because Attorney General Raoul’s office was able to produce a significant percentage of government subdivisions’ participation, Illinois is eligible to receive its full share of approximately \$760 million.

“The opioid epidemic has too often torn families and communities apart, and together we must take real action to help those struggling with addiction receive the proper care they deserve,” **State Rep. Deborah Conroy (D-Villa Park) said.** “This settlement is a historic opportunity to invest critically-needed resources in communities that need help now. This funding will help save lives.”

"The landmark settlement with the perpetrators of the opioid epidemic is a milestone in righting the wrongs this crisis has caused," **said State Rep. Camille Lilly (D-Chicago)**. "Addiction is a multifaceted issue that should be approached with compassion for it not only affects the individual or family, but our communities and society as a whole. I'm grateful for the community service providers that have stepped up to care for the families and communities hit hardest by addiction, and this settlement will help support their efforts."

"30,000 Illinoisans use heroin every year, 74,000 have an OUD, and nearly 400,000 misuse prescription opiates," **said State Representative La Shawn Ford (D-Chicago)**. "Illinois saw over 2200 opioid-related deaths in the first three quarters of 2020, a 36 percent increase from 2019. This \$26 billion opioid settlement agreement will help offset the \$41 billion total economic and social cost of OUD and fatal opioid overdoses in Illinois. Responding to the opioid epidemic and treating OUD demands access to, availability, and affordability of high-quality, evidenced-based acute treatment services and a robust network of recovery supports. As a member of the Advisory Committee for the Illinois Remediation Fund, I will work with the Governor and Attorney General's team to help save lives in Illinois from preventable fatal overdoses."

Additionally, Attorney General Raoul's office negotiated the Illinois Opioid Allocation Agreement to ensure the funds Illinois received through this and any future settlements are allocated equitably to counties and municipalities. The majority of Illinois' money will go to the Illinois Remediation Fund to be used for abatement programs throughout the state. An advisory board will be established as a subcommittee of the state's Opioid Overdose Prevention and Recovery Steering Committee to make recommendations that prioritize the equitable distribution of the money in the Fund. The board will consider factors including population, opioid usage rates, overdose deaths and the amount of opioids shipped into a region.

IDHS urges any Illinois resident who believes they or a loved one may be addicted to opioids to seek help by calling the Illinois Helpline for Opioids and Other Substances at 833-2FINDHELP, which operates 24 hours a day, seven days a week.

For more information, log onto <https://helplineil.org/app/home>.

City Clerk

DATE: 2/2/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing a City-State Agreement with Illinois Department of Commerce and Economic Opportunity for the T/CCI Manufacturing Project

SUMMARY RECOMMENDATION: At this time, documents have not been provided by the state. This item may be pulled from the agenda if the documents are not received in time for the meeting.

City Clerk

DATE: 2/2/2023

MEMO:

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 Regarding High School Student Use and Transit Fares

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
DPS61 Memo High School Fares	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

OFFICE OF THE CITY MANAGER

DATE: February 6, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 Regarding Student Bus Fares

RECOMMENDATION: The attached Resolution allows for the City of Decatur to execute an IGA with DPS 61 for a yearly payment for student fares.

BACKGROUND: Currently there is a Youth Fare of \$.80 for children ages 5 through 18. Decatur Public School District pays the youth fare to provide tickets to the high school students that allow them to ride the City buses to and from school. The Department of Transportation & Facilities proposes an intergovernmental agreement with Decatur Public School District that would allow all DPS 61 high school children to travel anytime on City of Decatur buses, with no restrictions, as long as they have a valid DPS 61 school ID. Bus drivers have had difficulty in the past with high school children trying to use the passes outside of school arrival and departure times. Allowing high school students autonomy to travel when they need it will begin to eliminate unnecessary barriers to transportation. This change would eliminate the ticket and fare system for all DPS61 high school students. The fare will instead be paid by DPS 61 through the IGA with a biannual payment.

This change would simplify the fare structure making it easier for high school passengers, staff, and bus drivers. By eliminating the DPS 61 student ticket restrictions high school passengers may be encouraged to ride the bus for more than just trips to school. High school passengers will be able to use City transportation for access to extracurricular activities, employment, appointments, etc. The proposed change is projected to increase ridership and have no noticeable effect on transit revenues since DPS 61 will continue to pay for high school students to ride through the IGA. The change in fares is contingent upon both parties signing the attached IGA.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 217.450.2323 or jkindseth@decaturil.gov, Lacie Elzy at 217.542.3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes the IGA between City of Decatur and DPS 61 for high school student fare change, with no significant change in revenue.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR AND DECATUR PUBLIC SCHOOL DISTRICT
#61 REGARDING HIGH SCHOOL STUDENT USE AND TRANSIT FARES**

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council, between the City of Decatur and Decatur Public School District #61, be and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 6th day of February 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR,
ILLINOIS AND DECATUR PUBLIC SCHOOLS, DISTRICT 61 REGARDING HIGH
SCHOOL STUDENT USE AND TRANSIT FARES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”), entered into between the Board of Education of Decatur Public School District No. 61 (hereinafter “District”), and the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter “City”);

WHEREAS, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter “transit system”) operating in the City; and,

WHEREAS, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

WHEREAS, the District is the public school district and educational authority for those eligible students in the City; and,

WHEREAS, the District provides transportation through various methods including use of the transit system for its students for attendance at various schools including, but not limited to, Eisenhower High School and MacArthur High School (hereinafter “high school students”); and

WHEREAS, the high school students of the District are in need of transportation through the transit system at times other than for school attendance and for purposes other than school attendance; and,

WHEREAS, the parties have agreed upon mutually agreeable terms and conditions relating to the use of the transit system by the District’s high school students and fare charges for the same and the parties wish to reflect their agreement in writing;

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

3. **District Obligations.** District agrees to pay to the City the sum of Ten Thousand Dollars (\$10,000) as a pro-rated amount for the initial term of this Agreement and pay to the City the sum of Thirty-Five Thousand Dollars (\$35,000) for the term beginning July 1, 2023 and ending June 30, 2024. For each successive term thereafter, the amount due shall be increased by 2.5% or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding July 1 to June 30 time period beginning July 1, 2024 whichever is greater.

4. **City Obligations.** The City shall permit the District's high school students with a current valid District ID to use the transit system at all times the transit system is in operation without payment by the individual high school student so long as the current valid District ID is presented while using the transit system.

5. **Term.** This Agreement shall initially be for the period beginning March 1, 2023 and terminating June 30, 2023 and shall thereafter automatically renew for successive annual terms of July 1 to June 30 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.

6. **Time of Payment.** Payment to the City of the amount due under the initial term of this Agreement shall be due and payable by the District no later than April 15, 2023. Payment to the City of the amounts due under the successive terms of this Agreement shall be paid in two installments with 50% of the amount being due by the District no later than August 15 and the final payment being due by the District no later than April 15 of each year.

7. **Severability.** If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

9. **Amendment.** This Agreement may only be amended by a written instrument signed by each party hereto.

10. **Notice.** Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

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

Decatur Public School District 61
Attn: Superintendent
101 W. Cerro Gordo Street
Decatur, IL 62523

11. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

12. **Termination.** This Agreement may be terminated by either party if the non-terminating party is in default of the terms of this Agreement or for the convenience of the party by giving the non-terminating party notice to the other no later than March 1 of the year prior to the expiration of the annual term.

DATED at Decatur, Illinois, this _____ day of _____, 2023.

CITY OF DECATUR, ILLINOIS

MAYOR

CITY CLERK

DECATUR PUBLIC SCHOOLS, DISTRICT 61

BOARD PRESIDENT

SECRETARY TO THE BOARD

City Clerk

DATE: 2/1/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Authorizing a Change in Bus Fares for Decatur Public School District #61 High School Students

SUMMARY RECOMMENDATION:

Council is asked to pass the proposed Resolution eliminating bus fares for Decatur Public School District #61 high school students, effective March 1, 2023.

This is a companion item to the Agreement with DPS-61 providing that the school district will reimburse the city a fixed amount to allow all DPS-61 students to ride city buses at ALL times and on ALL routes just by displaying their student ID cards.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A CHANGE IN BUS FARES FOR DECATUR PUBLIC
SCHOOL DISTRICT #61 HIGH SCHOOL STUDENTS**

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

SECTION 1. That the fares for the services of the Decatur Public Transit System be changed as follows: that Decatur Public School District #61 high school students shall ride buses for free.

SECTION 2: That Decatur Public School District #61 high school students are permitted to use the transit system without payment with a current valid District ID.

SECTION 3. That the changes approved hereby shall become effective on March 1, 2023.

SECTION 4. That City staff be, and is hereby authorized and directed to change bus fares, effective March 1, 2023, for those who attend Decatur Public School District #61 high schools by eliminating fares for Decatur Public School District #61 high school students.

PRESENTED AND ADOPTED this 6th day of February 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

City Clerk

DATE: 2/2/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Authorizing the Execution of an Agreement for Professional Services
Related to Solar Development with CQI Associates, LLC and the City of Decatur

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution & Agreement	Resolution Letter

OFFICE OF THE CITY MANAGER

DATE: February 6, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolutions Authorizing an Agreement for Professional Services related to Solar Development with CQI Associates, LLC, and the City of Decatur

RECOMMENDATION: It is recommended by staff that this agreement be authorized.

BACKGROUND: In 2020 the city with help of our energy consultant CQI performed preliminary solar capabilities analysis of city owned sites throughout Decatur. Based on that solar feasibility study the city has already authorized a behind the meter solar project for the Civic Center. Over the past year we have worked on details of the Civic Center Solar Parking project with the selected solar contractor and plans are being designed. With approval of this agreement, CQI would manage this project through construction on behalf of the City over the next 12-18 months.

The library site has been put on hold due to resistance from the utility, because of the electrical feed for the library building. Ameren is opposed to any solar project in the downtown area, due to the electrical distribution loop. With approval of this agreement, CQI would help the City work with Ameren to get a similar behind the meter project for the Library facility. The proposed CQI agreement also includes updating the previous feasibility report for additional City-owned facilities, i.e., the South Water Treatment Plant and fire stations. With this work the city is seeking to find additional solar projects that can save the City expenses on utilities for years to come.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth, who will also be at the City Council meeting.

BUDGET/TIME IMPLICATIONS: This solar project will save the City and Civic Center collectively approximately \$100,000 annually. We hope to find similar projects at other City facilities.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
PROFESSIONAL SERVICES RELATED TO SOLAR DEVELOPMENT WITH CQI
ASSOCIATES, LLC AND THE CITY OF DECATUR**

WHEREAS, The City of Decatur, Illinois, an Illinois municipal corporation and body politic (“City”) is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires an updated solar feasibility analysis; and,

WHEREAS, the City finds that the agreement with CQI Associates, LLC., attached as Exhibit A, provides the desired outcomes for this type of solar work.

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

Section 1. That the agreement for professional services for solar development and construction oversight with CQI Associates, LLC. as attached, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager, or designee, of the City of Decatur be, hereby authorized to execute an Agreement between the City of Decatur, Illinois, and CQI Associates LLC, for the services of solar development and construction phase services, as specified in their proposal.

PRESENTED AND ADOPTED this 6th day of February 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Agreement for Consulting Services

City of Decatur

Solar Photovoltaic Energy Generation System Project Development and Construction Phase Services

The City of Decatur, Illinois (City) has requested that CQI Associates, LLC (CQI) provide consulting services to assist in the continued development of solar photovoltaic energy generation systems as part of the broad-based energy resources management program to reduce energy consumption and costs.

Scope of Services – Development of Additional “Behind the Meter” Solar Projects

The projects included for continued evaluation and development are:

City Library (Continuation of project development)
City Water Treatment Plant (With the additional purchased land area)
Transit Facility (With the additional purchased land area)
Update 2020 Solar Assessment of Potential City Sites

The tasks to be included are:

- Based on input from the City, assess the current solar grant requirements and submission details for development of the proposed projects.
- Conduct evaluation visits at each site to determine the available area for development of a ground mount system, parking canopy system, and a roof mounted system.
- Develop an energy cost and consumption baseline for each site to determining the potential size and output of a feasible solar system.
- Evaluate each site to determine the potential solar system development configuration, system size, annual production capacity, construction costs, annual operating costs and annual maintenance costs.
- Evaluate the Ameren utility tariffs and regulations that apply to the installation of a solar photovoltaic energy generation system.

- Address the current development restrictions with Ameren for the City Library site. Make recommendations on the applicable service interconnection to include possible relocation of the main service to the facility.
- Conduct a meeting with the City of Decatur to develop a preferred development plan for further evaluation.
- Summarize the proposed development plan for approval to proceed with implementation for system development with the City Leadership and Staff.
- Assist the City issue a Request for Proposal for in the selection of a solar provider to develop the preferred projects.
- Receive proposal responses, evaluate the proposals, and make recommendations to the City on the potential selection of a solar provider to develop the project.
- Assist the City Staff in the review and negotiation of the selected supplier contract Agreement. (Assumes 24 Hours for two agreement)

Scope of Services – City Civic Center Parking Lot Canopy Solar Project - Construction Phase Services

The City has requested that CQI provide consulting services to assist in the implementation process of Construction Phase Services to include the review of the selected contractor's design, permitting, and construction phase services.

- Coordinate a meeting, based on input from City Senior Management and Facilities Management Staff, with the preferred Contractor to finalize the construction and system configuration.
- Upon commencement of construction engineering and design attend weekly on-site progress meetings or participate in weekly conference calls. Issue comments and coordinate review and follow-up.
- Coordinate with the City Staff and the Contractor the engineering design and permit submission process at 30%, 60%, 90%, and final design.
- Assist City Staff in the review of the Contractor engineering design documents and specifications process at 30%, 60%, and 90%. Issue comments and coordinate review and follow-up with the Contractor.

- Coordinate the permit submission process to the Ameren and applicable County and State Governments Agencies with the City Staff and the Contractor. Review Contractor submissions, issue comments, and coordinate review and follow-up with the Contractor.
- Coordinate with the City Staff and the Contractor the development of a detailed sequence of construction plans and schedules based on equipment delivery dates.
- Assist City Staff with the final review and approval of the Contractor engineering design documents and specifications. Assist with the issuance to the Contractor of the “notice to proceed” to commence with construction.
- Assist in the review of Contractor construction submittals as per the final specifications and “shop drawing” submissions and manufacturers’ warranties. Issue comments and coordinate review and follow-up with the Contractor to obtain final approval on behalf of City.
- Upon commencement of construction attend weekly on-site progress meetings and review construction. Issue comments and coordinate review and follow-up with the Contractor.
- Upon notification by the Contractor of a potential “turn on date” for system operation:
 - Coordinate a field review of the construction and system operation with the Contractor and City Staff. Issue comments and coordinate review and follow-up with the Contractor.
 - Coordinate the third-party commissioning company or agent field review of the construction and system operation with the Contractor and City Staff. Issue comments and coordinate review and follow-up with the Contractor.
 - Coordinate the specified system operation and maintenance training to be conducted by the Contractor for the City Staff.
- Upon system activation, monitor performance for four weeks and report any deficiencies in performance to City Management. Issue comments and coordinate review and follow-up with the Contractor.

Fee

The total fee both assignments is \$22,850.00 (twenty-two thousand eight hundred fifty dollars).

The fee allocation per project Scope of Services is as follows:

Development of “Behind the Meter” Solar Projects

The fee is \$6,950.00 (six thousand nine hundred fifty dollars).

The fee for Direct labor is \$6,800.00 (six thousand eight hundred dollars). The direct labor fee includes Principal’s time to be billed at a rate of \$125.00 (one hundred twenty-five dollars) per hour and includes Associates time to be billed at a rate of \$110.00 (one hundred-ten dollars) per hour. Direct labor fees will not be exceeded without prior written approval from the City of Decatur.

The estimated cost for Project expenses is \$150.00 (One hundred fifty dollars) to include but not be limited to local mileage, parking, tolls, postage, deliveries, copying, supplies, and related expenses. Project expenses will be billed at cost on a monthly basis. Project expenses are an estimate and the actual cost will be billed as incurred.

City Civic Center Parking Lot Canopy Solar Projects - Construction Phase Services

The fee is \$15,900.00 (fifteen thousand nine hundred dollars)

The fee for Direct labor is \$15,600.00 (fifteen thousand six hundred dollars). The direct labor fee includes Principal’s time to be billed at a rate of \$125.00 (one hundred twenty-five dollars) per hour and includes Associates time to be billed at a rate of \$110.00 (one hundred-ten dollars) per hour. Direct labor fees will not be exceeded without prior written approval from the City of Decatur.

The estimated cost for Project expenses is \$300.00 (three hundred dollars) to include but not be limited to local mileage, parking, tolls, postage, deliveries, copying, supplies, and related expenses. Project expenses will be billed at cost on a monthly basis. Project expenses are an estimate and the actual cost will be billed as incurred.

Payment

Invoices will be issued to the City of Decatur every thirty (30) days and will be payable within thirty (30) days of receipt. The City of Decatur has an obligation to approve or reject the invoice upon receipt. An invoice that has been rejected should be returned immediately. CQI Associates, LLC, Federal Identification Number: 52-2284758.

Terms

CQI Associates, LLC requires that the City of Decatur, Illinois, Council, management, staff, consultants, contractors, and associates not disclose the contents or terms of this Agreement and the proprietary information developed and provided by CQI Associates, LLC, to a third party, except to comply with the implementation of the project findings and recommendations or any applicable law, order, and regulation. CQI Associates, LLC liability is limited to an amount equal to the total fees for services stated above.

Acceptance

The persons signing below have read and understand the provisions of this agreement and represent they are authorized to sign on behalf of City of Decatur, Illinois, and CQI Associates, LLC.

Accepted By:

City of Decatur, Illinois

Signature

Title

Date

CQI Associates, LLC

Signature

Title

Date

City Clerk

DATE: 2/1/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Accepting Bid from Flooring Oasis Incorporated for Providing and Installing New Carpet on the First Floor of the Decatur Public Library

SUMMARY RECOMMENDATION:

It is recommended that a contract be approved for new carpeting in the public library in the amount of \$284,961.

The city owns the building where the Decatur Public Library is located. The library rents just over 75% of the space in this building. Under the terms of the lease, the city is responsible for improvements to the building, and the Library Board is responsible for replacing and upgrading their own furnishing and equipment.

Several improvements to this building are planned in 2023. The City Council's budget includes funding to resurface the roof, replace the building's chiller, repair exterior retaining walls, replace carpet in a portion of the lower level, and make other minor repairs and security improvements. The Library Board of Trustees requested that the city replace the carpet under the shelving units because the Board (at its expense) plans to replace most of their shelving units, and they are trying to coordinate the shelving and carpet replacement projects to occur at roughly the same time so as to minimize the amount of time the library will be closed to patrons.

BUDGET/TIME IMPLICATIONS: The city pays for library building improvements through a special facilities fund created for this purpose. This project was anticipated in the 2023 budget.

ATTACHMENTS:

Description	Type
Resolution & Contract	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING BID FROM FLOORING OASIS INCORPORATED
FOR PROVIDING AND INSTALLING NEW CARPET ON THE
FIRST FLOOR OF THE DECATUR PUBLIC LIBRARY**

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

Section 1. That the Bid received to provide and install new carpet on the first floor of the Decatur Public Library presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the low bid of Flooring Oasis Incorporated for \$284,961.00 be accepted and the City Manager is hereby authorized and directed to execute said agreements.

Section 3. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000.00 as a bonus.

PRESENTED AND ADOPTED this 6th day of February, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Twelfth day of January in the year Twenty Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

and the Contractor:

(Name, legal status, address and other information)

Flooring Oasis Incorporated
5145 E. Firehouse Road
Decatur, Illinois, 62521

for the following Project:

(Name, location and detailed description)

Provide and install carpet on Level 1 at the Decatur Public Library

The Architect:

(Name, legal status, address and other information)

product Architecture + Design
811 W. Evergreen Steet, Suite 405
Chicago, IL 60642

The Owner and Contractor agree as follows.

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.

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

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
A1,1	First Floor: Flooring Finish Plan	11/11/22

Specifications:

Section	Title	Pages
None		

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
#1	11/22/22	1

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

Invitation to Bid Document #PUR2022-08 dated 11/11/22 total pages: 35
 Bidder's Proposal Form for Flooring Oasis Inc dated 11/30/22 total pages: 13

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

☒ Not later than one hundred eighty (180) calendar days from the date of commencement.

☐ By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
Provide and Install Carpet	\$284,961.00

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1: \$4676.00

Alternate #2: \$7740.00

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Init.

Item	Units and Limitations	Price per Unit (\$0.00)
Remediation in Phase 3	SF	\$9.00

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Full Payment will be made only after receipt of all items listed on the purchase order. Partial Payments are not normally made and will only be accepted after the approval of the purchasing supervisor.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

0 % zero

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One million (\$ 1,000,000.00) each occurrence, Two Million (2,000,000.00) general aggregate, and Two Million(\$ 2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,00.00) each accident, Five Hundred Thousand (\$ 500,00.00) each employee, and Five Hundred Thousand (\$ 500,00.00) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

Init.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner. The Contractor shall make arrangements with the Owner to schedule the work at times coordinated with other improvements that may be underway at the building and in a manner that minimizes downtime and public access to the building.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents

shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. The Library is a tax exempt entity and will provide required documentation to the contractor when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and

suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The City of Decatur issues payments on the first of the month for invoices received and approved the previous month.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

Init.

.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

Item 049: The contractor shall hold the City Harmless from all claims, suits, actions, damages or causes of actions in any way arising during the term of this agreement including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained by reason of or as a result of the products or services supplied. Contractor's insurance will be primary.

Item 050: Prevailing Wage Rates: This project is governed by the Illinois Prevailing Wage Act

The Contractor shall make arrangements with the Owner to schedule work at all times that may be underway at the building and in a manner that minimizes downtime and public access to the building.

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

This contract is valid for 1 year after execution.

OWNER (Signature)

Greg Zientara< Finance Director City of Decatur

(Printed name and title)

CONTRACTOR (Signature)

Michael E. Lingenfelter, President

(Printed name and title)

LICENSE NO.:

JURISDICTION:

Additions and Deletions Report for AIA® Document A105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:12:48 ET on 02/01/2023.

PAGE 1

AGREEMENT made as of the Twelfth day of January in the year Twenty Twenty-Three

...

(Name, legal status, address and other ~~information~~)informationCity of Decatur
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

...

Flooring Oasis Incorporated
5145 E. Firehouse Road
Decatur, Illinois, 62521

...

Provide and install carpet on Level 1 at the Decatur Public Library

...

product Architecture + Design
811 W. Evergreen Steet, Suite 405
Chicago, IL 60642

PAGE 2

<u>A1.1</u>	<u>First Floor: Flooring Finish</u>	<u>11/11/22</u>
	<u>Plan</u>	

...

None

...

<u>#1</u>	<u>11/22/22</u>	<u>1</u>
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PAGE 3

Invitation to Bid Document #PUR2022-08 dated 11/11/22 total pages: 35
Bidder's Proposal Form for Flooring Oasis Inc dated 11/30/22 total pages: 13

...

[X] Not later than ~~(—)~~ one hundred eighty (180) calendar days from the date of commencement.

[—] By the following date:

...

Provide and Install Carpet \$284,961.00

...

Alternate #1: \$4676.00

Alternate #2: \$7740.00

PAGE 4

Remediation in Phase 3 SF \$9.00

...

Full Payment will be made only after receipt of all items listed on the purchase order. Partial Payments are not normally made and will only be accepted after the approval of the purchasing supervisor.

...

0 % zero

...

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One million (\$ 1,000,000.00) each occurrence, ~~(\$ —)~~ Two Million (2,000,000.00) general aggregate, and ~~(\$ —)~~ Two Million (\$ 2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 5.1.5 Employers' Liability with policy limits not less than ~~(\$ —)~~ each accident, (\$ —) each employee, and (\$ —) Five Hundred Thousand (\$ 500,00.00) each accident, Five Hundred Thousand (\$ 500,00.00) each employee, and Five Hundred Thousand (\$ 500,00.00) policy limit.

PAGE 6

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner. The Contractor shall make arrangements with the Owner to schedule the work at times coordinated with other improvements that may be underway at the building and in a manner that minimizes downtime and public access to the building.

PAGE 7

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. The Library is a tax exempt entity and will provide required documentation to the contractor when the Contract is executed.

PAGE 8

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner

or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The City of Decatur issues payments on the first of the month for invoices received and approved the previous month.

PAGE 11

Item 049: The contractor shall hold the City Harmless from all claims, suits, actions, damages or causes of actions in any way arising during the term of this agreement including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained by reason of or as a result of the products or services supplied. Contractor's insurance will be primary.

Item 050: Prevailing Wage Rates: This project is governed by the Illinois Prevailing Wage Act
The Contractor shall make arrangements with the Owner to schedule work at all times that may be underway at the building and in a manner that minimizes downtime and public access to the building.

...

This contract is valid for 1 year after execution.

...

Greg Zientara < Finance Director City of Decatur

Michael E. Lingenfelter, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Tiffany L. Nash, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:12:48 ET on 02/01/2023 under Order No. 2114398311 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

(Title)

(Dated)

SUBJECT: Resolution Accepting Grant from the Illinois Housing Development Authority Home Repair and Accessibility Program

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Commitment Letter-HRAP Grant	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: February 6, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic and Community Development

SUBJECT: Resolution Accepting Grant from the Illinois Housing Development Authority Home Repair and Accessibility Program

RECOMMENDATION: Staff recommends the City Council approve a resolution and enter into a grant agreement with the Illinois Housing Development Authority (IHDA) for the Home Repair and Accessibility Program in an amount not to exceed \$400,000.

BACKGROUND: In partnership with the Central Illinois Land Bank Authority, staff applied for IHDA’s Home Repair and Accessibility Program grant, primarily to offer roof replacement for individuals living in the City’s urban core. Currently, the city has a list of approximately 220 residents that are requesting a roof replacement. Due to this need, the city has committed a match for this grant in an amount not to exceed \$400,000, for a total grant amount of \$800,000 to be utilized over the next 24 months. Since receiving the grant award, IHDA has been asking for a rapid turn-around of a signed agreement. Therefore, Mayor Moore-Wolfe has signed the agreement to ensure the city receive these competitive grant funds that will help move the needle on neighborhood revitalization efforts. Staff recommends the adoption of the resolution, which will be Council’s ratification of the Mayor’s action to accept this grant.

ATTACHMENTS: Conditional Commitment Letter.

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 Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING GRANT FROM THE ILLINOIS HOUSING
DEVELOPMENT AUTHORITY
HOME REPAIR AND ACCESSIBILITY PROGRAM**

WHEREAS, the City of Decatur (the “City”) has been awarded a grant (the “Grant”) from the Illinois Housing Development Authority (the “Authority”) program administrator of the Home Repair and Accessibility Program (the “Program”), as that Program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 et seq.,-0638 (the “Act”), as governed by the Program guidelines described in the Conditional Commitment Letter, as may be amended from time to time.

NOW, THEREFORE, be it resolved by the City Council of the City of Decatur as follows:

SECTION ONE. That the City shall enter into the Funding Agreement (the “Agreement”) with the Authority wherein the Authority agrees to make the Grant to the City in an amount not to exceed Four Hundred Thousand and 00/100 Dollars (\$400,000.00), which shall be used by the City to make forgivable mortgage loans to Low Income Households (below 80% AMI) and Very Low Income Households (below 50% AMI) in connection with making repairs for health, safety, energy efficiency, or accessibility, or for repairing or replacing the roof to mitigate damage or deterioration so that the home is insurable to approximately 15 single-family homes.

SECTION TWO. That the Mayor of the City, the Director of Economic and Community Development, Assistant Director of Economic and Community Development and/or the City Clerk / Assistant Clerk of the City (the “Signatories”) are hereby authorized and empowered to execute and deliver in the name of or on behalf of the City the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the City to perform its obligations under the Agreement.

SECTION THREE. That the Signatories are hereby authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

SECTION FOUR. That the City hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PRESENTED, PASSED, APPROVED and RECORDED this 6TH day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**TRUST FUND
SINGLE FAMILY
LOANS**

January 10, 2023

City of Decatur
1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attn: JulieMoore Wolfe

Re: Conditional Commitment Letter (this “Letter”)
Home Repair and Accessibility Program (“HRAP”)
City of Decatur(52361)

Dear JulieMoore Wolfe:

The Illinois Housing Development Authority (“IHDA”) is the program administrator of the Illinois Affordable Housing Program (the “Trust Fund”), as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time (the “Trust Fund Act”), and the rules promulgated under the Trust Fund Act, as amended and supplemented from time to time (the “Rules”). All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Trust Fund Act, and if not defined there, the meanings established in the Rules.

City of Decatur, an Illinois Municipality (“Sponsor”) has applied to IHDA for, and IHDA agrees to make, funds available in the maximum amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) (the “Funds”) from the Trust Fund, pursuant to Section 8 of the Trust Fund Act, to make forgivable mortgage loans (“Loans”) to certain Low Income Households (defined as a household income at or below 80% of the area median income) and Very Low Income Households (defined as a household income at or below 50% of the area median income) (the “Households”) in connection with making repairs for health, safety, energy efficiency, or accessibility (“Full or Accessibility Rehabilitation”), or if no Safety or Accessibility Rehabilitation is necessary, for repairing or replacing the roof to mitigate damage or deterioration so that the home is insurable (“Roof Rehabilitation”) to approximately 15 single-family homes (the “Homes”), located in the Macon, to be identified at a later date (the “Project”). All Full or Accessibility Rehabilitation and Roof Rehabilitation will collectively be referred to as “Rehabilitation” in this Letter.

The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

A. CONTINGENCIES: IHDA’s performance of its obligations under this Letter is contingent upon:

- 1. Availability of Appropriations** (30 ILCS 500/20-60). IHDA shall use its best

efforts to secure sufficient appropriations to fund the Loans. However, IHDA's obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to IHDA by the Illinois General Assembly to allow IHDA to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by IHDA, at IHDA's sole discretion, are insufficient to complete the Project. IHDA shall give the Sponsor notice of insufficient funding as soon as practicable. The Sponsor's obligation to perform shall cease upon receipt of the notice.

2. **Other Contingencies.** IHDA's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon the Sponsor's completion or satisfaction of each and all of the terms and conditions listed below to IHDA's sole satisfaction. IHDA's performance is also contingent upon its determination, in its sole discretion, on the Closing Date (as hereinafter defined) and each date thereafter upon which Funds are to be disbursed, that the (a) funds received from all sources listed above, plus any additional funds provided by the Sponsor or any other funding source, will be sufficient to complete the Rehabilitation of the Homes constituting the Project; and (b) Sponsor, its constituent or related entities, or its members, shareholders or other related individual, not being in default under the terms of any other loan or grant made by IHDA under the Trust Fund or any other IHDA program, or not having been in default under the terms of any other loan or grant made by IHDA under any IHDA program and failed to cure that default.

B. **GENERAL CONDITIONS:** This Letter and the Funds shall be subject to the terms and conditions of the Trust Fund Act, the Rules, the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), and the rules, policies and procedures now or hereafter adopted by IHDA pursuant to the Act, all as amended and supplemented from time to time. In addition, the Sponsor shall review and become familiar with the program requirements as set forth in that certain HRAP Program Manual (as amended and supplemented from time to time, the "Program Manual"). The Program Manual shall be incorporated into the Funding Agreement by this reference and will be available electronically upon request prior to the Closing Date.

C. **TERMS AND CONDITIONS OF THE FUNDS:** The provision of the Funds shall be subject to the following terms and conditions:

1. **Amount of Funds.** The Funds shall be in the amount not to exceed FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00).

2. **Conditions of Funds.** As set forth above, Loans to Low Income Households and Very Low Income Households for Full or Accessibility Rehabilitation shall (a) not exceed Forty-Five Thousand and No/100 Dollars (\$45,000.00) each, (b) bear no interest, (c) have a term of five (5) years (as applicable, the "Term"), and (d) be forgiven at the rate of one-sixtieth (1/60th) of the amount of the Loan at the end of each month throughout the Term. Loans to Low Income Households for Roof Rehabilitation shall (i) not exceed Twenty-One Thousand Five Hundred and No/100 Dollars (\$21,500.00) each, (ii) bear no interest, (iii) have a term of three (3) years (as

applicable, the “Term”), and (iv) be forgiven at the rate of one thirty-sixth (1/36th) of the amount of the Loan at the end of each month throughout the Term. All Loans must be for a minimum Two Thousand and No/100 Dollars (\$2,000.00) each. The unforgiven, outstanding amount of each Loan shall be payable in accordance with the note and mortgage upon the earlier of (w) the sale or transfer of the Home, other than by inheritance to a co-owner of the Home or by operation of law upon the death of a joint tenant owner or to a spouse as a result of a divorce of co-owners or (x) the Home is no longer the principal residence of the Household or (y) a refinancing of the Home resulting in the Household being allowed to receive a cash payment. To the extent Loan funds are available, Households may transfer such available funds from Roof Rehabilitation to Full or Accessibility Rehabilitation if health and safety issues are discovered in the Home; however, these rehabilitation options may not be combined, and the total funding may not exceed Forty-Five Thousand and No/100 Dollars (\$45,000.00) per Home.

3. Closing Date. The closing of the Funds shall occur at such time (the “Closing Date”) as: (a) the Sponsor has satisfied all of the requirements set forth in this Letter, as determined in IHDA’s sole discretion; and (b) IHDA has issued its internal closing memo authorizing the closing of the Funds. Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than **March 31, 2023** (the “Outside Closing Date”). **If the closing of the Funds does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

4. Purpose of Funds. The Sponsor shall enter into a funding agreement (the “Funding Agreement”) with IHDA setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to, the following:

a. Use of Funds. The Sponsor shall use the Funds to make Loans to Households approved by the Sponsor to participate in the Project. The proceeds of the Loans shall be used to address accessibility, health, and safety issues of the property or to mitigate roof damage and deterioration so that the property is insurable. Funds may not be used for institutional properties, but must be for independently-owned residences.

b. Conditions of Loans. As set forth in **Paragraph C.2**, along with the other conditions provided herein, the Loans shall not exceed Forty-Five Thousand and No/100 Dollars (\$45,000.00) each for Full or Accessibility Rehabilitation, or Twenty-One Thousand Five Hundred and No/100 Dollars (\$21,500.00) each for Roof Rehabilitation. Each Loan shall be governed by an Owner Agreement entered into by and between the Sponsor and the Household and further evidenced by a Note and a Mortgage from the Household, each in favor of IHDA.

c. Project Completion Date. All Loans shall be made no later than twenty-four (24) months of the Closing Date (the “Termination Date”). Any unexpended Funds as of the Termination Date shall be retained by IHDA.

5. Disbursement Date. Funds will be disbursed upon submission of payout

documentation acceptable to IHDA, as more fully described in the Program Manual.

6. Funds Documents. Prior to the Closing Date, the Sponsor shall deliver to IHDA two (2) original copies of the Funding Agreement executed by the Sponsor and such other documents as IHDA may reasonably require, in its sole discretion. This Letter, the Funding Agreement, and all other documents governing or securing the Funds are collectively referred to in this Letter as, the “Funding Documents”.

7. Sponsor’s Eligible Fees.

a. The Sponsor may retain a maximum of five percent (5%) of the Funds for administrative costs (“Administrative Costs”) (as further described in the Program Manual); provided, however, that such administrative costs are eligible costs to be determined by IHDA in its sole discretion. On or within forty-five (45) calendar days of the Closing Date, IHDA will fund fifty percent (50%) of the Administrative Costs to the Sponsor. So long as Sponsor has performed satisfactorily under the Funding Agreement and there is not currently a default under the Funding Agreement, or an event but for the passage of time would constitute a default, IHDA will fund the remaining fifty percent (50%) of the Administrative Costs to the Sponsor on or within forty-five (45) calendar days of the one (1) year anniversary of the effective date of the Funding Agreement. If the Sponsor does not utilize the entirety of the Funds prior to the Termination Date, IHDA may, in its sole and absolute discretion, require a proportional repayment of the Administrative Costs.

b. The Sponsor may retain a portion of the Funds to pay for the direct project related costs of each Project (“Project Delivery”) (as further described in the Program Manual) in an amount not to exceed a fifteen percent (15%) of the total amount of the hard and soft construction costs (as detailed in the Program Manual) of the respective Loan. The costs for Project Delivery must be eligible costs as determined by IHDA in its sole discretion.

8. Other Showings. Not less than ten (10) business days prior to the Closing Date, the Sponsor shall, at its sole cost and expense, deliver to IHDA, the following documents, in form and substance satisfactory to IHDA:

a. Resolution or ordinance of the Sponsor, certified by the clerk or other authorized municipal official acceptable to IHDA within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project; Certificate of Incumbency of the Sponsor indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Sponsor, as of a date within thirty (30) days prior to the Closing Date;

b. Participant Selection Plan;

c. Drug-Free Workplace Certification in the form attached to this Letter as **Exhibit A**;

d. Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**; and

e. Any and all other documents and showings requested by IHDA or its counsel, in their sole discretion.

9. **Privacy Act Certification.** The Sponsor certifies, to the best of its knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy (“Privacy Policy”) that: (a) complies with the Gramm-Leach-Bliley Act (the “GLB Act”); (b) complies with the Federal Trade Commission’s established policies and procedures for safeguarding information for applicants and individual participants (“Participants”) of the Project (the “Safeguard Rule”); (c) includes appropriate measures to dispose of applicants’ and Participants’ information in compliance with the foregoing (the “Disposal Rule”); and (d) complies with the Personal Information Act (the “PIP Act”) (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act shall be collectively referred to herein as the “Privacy Legislation”).

The Sponsor additionally certifies, to the best of its knowledge and belief, that the undersigned’s Privacy Policy: (i) creates a form of privacy notice that is in compliance with the Privacy Legislation (“Privacy Notice”); (ii) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Sponsor regardless of whether or not a loan is extended to this individual; (iii) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing Participants under the Project and yearly thereafter for the duration of the relationship with the Participants; (iv) provides that if the Sponsor changes its Privacy Policy that the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Participants; and (v) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Sponsor by IHDA.

The Sponsor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

D. LIMITATIONS ON USE OF THE FUNDS. All of the Homes shall be occupied by Low Income Households or Very Low Income Households. A copy of the current income guidelines is available on IHDA’s website at <https://www.ihda.org/my-community/revitalization-programs>. The Sponsor shall obtain evidence, satisfactory to IHDA, of each prospective Household’s income prior to the disbursement of any Loan.

E. GENERAL PROVISIONS.

1. **Assignment.** This Letter is not assignable by the Sponsor, in whole or in part.

2. **Termination.** If the closing of the provision of the Funds does not take place on or before the Outside Closing Date, this Letter shall immediately terminate and be of no further force and effect.

3. **No Personal Liability.** No member, officer, agent or employee of IHDA or the Trust Fund Advisory Commission, or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.

4. **Indemnification of IHDA.** The Sponsor agrees to defend and indemnify and hold harmless IHDA from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that IHDA may incur or suffer by reason of or in connection with the Project. The Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of the Sponsor under this Paragraph E.4 shall survive the provision of the Funds.

5. **State Debt.** By signing and accepting this Letter, the Sponsor is hereby declaring and certifying that it and its affiliates and related entities are not delinquent in the payment of any debt to the State of Illinois (or if delinquent, has entered into a deferred payment plan to pay the debt) and the Sponsor and its affiliates and related entities acknowledge that IHDA may declare this Letter null and void if this certification is false or if the Sponsor, its affiliates or related entities later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

6. **Time for Acceptance.** The terms and conditions of this Letter shall not become effective unless the Sponsor unconditionally accepts it by executing this Letter in the space provided below via DocuSign (or similar electronic signature system, acceptable to IHDA) within sufficient time so that IHDA actually receives them within fourteen (14) days of the date of this Letter. If not accepted unconditionally and received by IHDA as provided above, this Letter shall automatically become void and of no legal effect.

7. **Publicity.** IHDA reserves the right to publicize the issuance of this Letter and the provision of the Funds. The Sponsor agrees that IHDA may use photographs of the interior and exterior of the Project for its future marketing and public relations purposes. The Sponsor shall notify IHDA immediately of any formal publicity in connection with the Project that is arranged or promoted by the Sponsor or any other party participating in the financing or development of the Project. Formal publicity includes, but is not limited to, participation in news conferences and media events such as ground breaking and dedication ceremonies. IHDA shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. The use of IHDA's name in any signage, advertising or in any other manner is subject to IHDA's prior written consent.

8. **Survival of Obligations.** The Sponsor's obligations as set forth in this Letter shall survive the Closing Date and the Sponsor shall continue to cooperate with IHDA and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the

Funding Agreement, IHDA shall determine which document shall control.

9. **Notices.** Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

The Sponsor:

City of Decatur
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

IHDA:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attn: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) days after proper deposit with the United States Postal Service.

10. **Errors and Omissions.** IHDA reserves the right, in its sole and absolute discretion, to change or insert terms and conditions contained in this Letter which are incorrect or which were omitted herein, based upon errors and omissions of IHDA.

11. **Counterparts.** This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. IHDA reserves the right, in its sole and absolute discretion, to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Sponsor, hereby waives any rights to object to the validity of their signature based upon IHDA's determination as aforesaid.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

Very truly yours,

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: _____
Kristin Faust, Executive Director

Signed on _____, 2023

Approved as to form:

By: _____
Maureen G. Ohle, General Counsel

By: _____
Edward Gin, Chief Financial Officer

Accepted by the Sponsor this

_____ day of _____, 2023

City of Decatur,
An Illinois Municipality

By: _____
Name: _____
Its: _____

Exhibits:

A: Drug-Free Workplace Certification

B: Taxpayer Identification Number Certificate

EXHIBIT A

STATE OF ILLINOIS

Drug Free Workplace Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
 - A. abide by the terms of the statement; and
 - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee’s or contractor’s policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

City of Decatur,
An Illinois Municipality

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

OR

Employer Identification Number _____

Legal Status (check one):

☐ Individual

☐ Governmental

☐ Sole Proprietor

☐ Nonresident alien

☐ Partnership

☐ Estate or trust

☐ Legal Services Corporation

☐ Pharmacy (Non-Corp.)

☐ Tax-exempt

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Corporation providing or billing
classification)

☐ Limited Liability Company (select applicable tax

medical and/or health care services

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

☐ Corporation NOT providing or billing
medical and/or health care services

Signature: _____

Date: _____

SUBJECT: Resolution Authorizing Agreement between City of Decatur, Illinois and Central Illinois Land Bank Authority Regarding Housing Assistance Programs

ATTACHMENTS:

Description	Type
Memo-CILBA	Cover Memo
Resolution-CILBA	Resolution Letter
Agreement-CILBA	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: February 6, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic and Community Development

SUBJECT: Resolution Authorizing Agreement Between City of Decatur, Illinois and Central Illinois Land Bank Authority Regarding Housing Assistance Programs

RECOMMENDATION: Staff recommends the City Council approve a resolution and enter into an agreement with the Central Illinois Land Bank Authority (CILBA) to administer housing assistance programs.

BACKGROUND: The City of Decatur received a home repair and accessibility grant award from Illinois Development Housing Authority in an amount not to exceed \$400,000. Eligible activities for this grant include, forgivable mortgage loans to low-income households (below 80% AMI) and very low-income households (below 50% AMI) in connection with making repairs for health, safety, energy efficiency, accessibility, roof repair or replacement. Also, the city has committed a match for this grant in an amount not to exceed \$400,000, for a total grant amount of \$800,000 to be expended over the next 24 months. The Central Illinois Land Bank Authority (CILBA) helped staff prepares and apply for these grant funds. Also, as Council knows, the city committed \$500,000 of American Rescue Plan (ARPA) funds to launch an “Abandonment to Rehab” program in partnership with CILBA to address blight and encourage homeownership in our urban core. Cumulative, CILBA will be managing \$1.3 million dollars in housing assistance programs for the City. In an effort to maximize these housing programs and ensure success, staff is recommending that CILBA manage and implement the home repair and accessibility grant and continue managing the abandonment to rehab program. Also, in an effort to safeguard that these grant monies are deployed before expiring, staff recommends committing \$150,000 in calendar year 2023 and \$150,000 in calendar year 2024 of ARPA funds to CILBA for administrative cost related to the housing programs mentioned above.

ATTACHMENTS: Resolution, Agreement, Home Repair and Accessibility Commitment Letter.

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 Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN CITY OF DECATUR,
ILLINOIS AND CENTRAL ILLINOIS LAND BANK AUTHORITY REGARDING
HOUSING ASSISTANCE PROGRAMS**

WHEREAS, the City has received Home Repair and Accessibility Program funds from the Illinois Housing Development Authority (IHDA); and,

WHEREAS, the City has received funds from the American Rescue Plan Act (“ARPA”); and,

WHEREAS, the City has determined that housing assistance is needed to implement the Home Repair and Accessibility Program for health, safety, energy efficiency, accessibility, roof rehabilitation, and the Abandonment to Rehabilitation Program; and,

WHEREAS, the IHDA Home Repair and Accessibility Program funds received by the City may be used for specific eligible activities, including to make forgivable mortgage loans to low-income households (below 80% AMI) and very low-income households (below 50% AMI) in connection with making repairs for health, safety, energy efficiency, accessibility, roof repair or replacement; and,

WHEREAS, the ARPA funds received by the City may be used for specific eligible activities, including to finance, repair and rehabilitate residential units; and,

WHEREAS, CILBA’s mission is to assist member communities and forge partnerships with developers, end users and others that results in revitalized neighborhoods, increased property values, stabilized real estate markets and redevelopment of properties in Vermilion County, Champaign County, and Decatur; and,

WHEREAS, the City has determined that CILBA has the capacity to administer and implement housing assistance programs.

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

SECTION ONE. The City agrees to provide a matching grant amount not to exceed Four Hundred Thousand Dollars (\$400,000) from its portion of the ARPA funds to CILBA for use in the Home Repair and Accessibility Program upon execution of an Agreement between the City and CILBA.

SECTION TWO. The City agrees to provide One Hundred Fifty Thousand Dollars (\$150,000) in calendar year 2023 and One Hundred Fifty Thousand Dollars (\$150,000) in calendar year 2024 from its portion of the ARPA funds to CILBA for administering and

implementing housing assistance programs, including the abandonment to rehab program under the provisions of the Agreement between parties.

SECTION THREE. That the City Manager is authorized to enter into an Agreement with the Central Illinois Land Bank Authority in accordance with the requirements of the American Rescue Plan.

PRESENTED, PASSED, APPROVED and RECORDED this 6TH day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS
AND CENTRAL ILLINOIS LAND BANK AUTHORITY REGARDING
HOUSING ASSISTANCE PROGRAMS**

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and the Central Illinois Land Bank Authority (CILBA), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has received Home Repair and Accessibility Program funds from the Illinois Housing Development Authority (IHDA); and,

WHEREAS, the City has received funds from the American Rescue Plan Act (“ARPA”); and,

WHEREAS, the City has determined that housing assistance is needed to implement the Home Repair and Accessibility Program for health, safety, energy efficiency, accessibility, roof rehabilitation, and the Abandonment to Rehabilitation Program; and,

WHEREAS, the IHDA Home Repair and Accessibility Program funds received by the City may be used for specific eligible activities, including to make forgivable mortgage loans to low-income households (below 80% AMI) and very low-income households (below 50% AMI) in connection with making repairs for health, safety, energy efficiency, accessibility, roof repair or replacement; and,

WHEREAS, the ARPA funds received by the City may be used for specific eligible activities, including to finance, repair and rehabilitate residential units; and,

WHEREAS, CILBA’s mission is to assist member communities and forge partnerships with developers, end users and others that results in revitalized neighborhoods, increased property values, stabilized real estate markets and redevelopment of properties in Vermilion County, Champaign County, and Decatur; and,

WHEREAS, the City has determined that CILBA has the capacity to administer and implement housing assistance programs.

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

Section 1. The City agrees to provide a matching grant amount not to exceed Four Hundred Thousand Dollars (\$400,000) from its portion of the ARPA funds to CILBA for use in the Illinois Housing Development Authority’s Home Repair and Accessibility Program in the City of Decatur upon execution of this Agreement between the City and CILBA, contingent upon the City receiving said funds from IHDA.

Section 2. The City agrees to provide One Hundred Fifty Thousand Dollars (\$150,000) in calendar year 2023 and One Hundred Fifty Thousand Dollars (\$150,000) in calendar year 2024 from its portion of the ARPA funds to CILBA for administering and implementing housing assistance programs.

Section 3. The City will be responsible for determining any additional criteria and eligibility for housing assistance programs that may not be included in the IHDA or ARPA funding agreement and notify CILBA in writing.

Section 4. CILBA shall be responsible for the administration and implementation of all housing assistance programs, including the use of funds pursuant to the provisions of this Agreement between parties.

Section 5. CILBA will be responsible for reviewing, following and determining all applicable federal, State and local laws, statutes and other regulations relating to the use of ARPA funds and IHDA's Home Repair and Accessibility Program funds provided under this Agreement.

Section 6. The ARPA Funds provided by the City shall only be used by CILBA for the purposes of and pursuant to and under the terms of this Agreement.

Section 7. CILBA hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement or if the Housing Assistance Programs funds are used for or in any manner contrary to those uses set forth in this Agreement, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, CILBA will repay to the City the funds used contrary to the terms set forth herein.

Section 8. Upon request, CILBA agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers and records of CILBA which pertain to the Housing Assistance Programs and/or the funds provided to CILBA for the purpose of monitoring, making audits, examinations, and photocopying.

Section 9. CILBA shall be required to maintain all records for the period designated by the City as required by the terms of ARPA, IHDA and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements under this Agreement.

Section 10. CILBA agrees to provide any and all reports which may be required by the City for compliance with ARPA, IHDA, Freedom of Information Act and any other federal or state law, statute or other regulation.

Section 11. CILBA agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990 as amended, and the Age Discrimination Act of 1975 as amended.

Section 12. CILBA hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of the ARPA and IHDA funds by CILBA, including but not limited to the violation by CILBA of any of its covenants or agreements under this Agreement, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of CILBA operations use of ARPA and IHDA funds.

Section 13. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City: City Manager
 City of Decatur
 #1 Gary K. Anderson Plaza
 Decatur, IL 62521

To CILBA: Mike Davis, Executive Director
 Central Illinois Land Bank Authority
 201 N. Vermilion Street, 2nd Fl
 Danville, IL 61832

Section 14. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 15. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 16. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 17. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 18. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 19. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 20. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

This Agreement is made between the City and CILBA and entered into on the last date written below. In witness, the parties have executed this Agreement.

CITY OF DECATUR, ILLINOIS

CENTRAL ILLINOIS LAND BANK AUTHORITY

By: _____

By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____

SUBJECT: Resolution Authorizing American Rescue Plan Act (ARPA) Funds and HOME Investment Partnership Funds for the Redevelopment of Garfield School

ATTACHMENTS:

Description	Type
Memo-Garfield School	Cover Memo
Resolution-Garfield School	Resolution Letter
Preliminary Drawing	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: February 6, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic and Community Development

SUBJECT: Resolution Authorizing American Rescue Plan Act (ARPA) Funds and HOME Investment Partnership Funds for the Redevelopment of Garfield School

RECOMMENDATION: Staff recommends the City Council approve a resolution allocating ARPA and HOME funds for the redevelopment of Garfield School located 1077 W. Grand Avenue.

BACKGROUND: At the last two Neighborhood Revitalization Study Sessions, staff presented several recommendations to Council relative to combating our housing challenges in Decatur and investing in catalyst projects in the City’s urban core. The Economic and Community Development staff has been working hand in glove with a developer and the Decatur Park District to master plan an overall campus style redevelopment on the Garfield School site, to include Garfield Park, which will be completed in a series of highly coordinated phases. One of the primary goals would include the redevelopment of Garfield School to high-quality residential uses (Independent Senior Living Apartments), and other mix-income housing intended to grow the population of the area and support nearby businesses by adding the “purchase power” in the Neighborhood United neighborhood. The second overall goal will be to realign and reconfigure Garfield Park into a smaller, but attractive neighborhood pocket park that will complement the entire project site as a catalyst for change. The third overall goal will be for later phases to take on a mixed-use development style and, once there are additional roof tops at this catalyst location, the developer will seek to create new neighborhood commercial space on the site.

The proposed first phase involves the rehabilitation of Garfield School and converting it to affordable, independent senior housing for individuals 55 and older. The project will be aimed at active seniors who are able to participate in activities and the economy of the community. Significant design focus will be centered on the creation of an attractive, connected site with shared utilities, services, green spaces and amenities. The rehabilitation, along with construction of a new wing of the building, will create 63 high-quality affordable apartments, but most importantly, it will reclaim a historic school complex that has been put out of service at one of the most critical intersections in Decatur’s urban core. The first phase of this catalyst project will be a \$19.6 million investment and will create new full-time construction period jobs and new permanent full and part-time jobs.

The first phase of the project is contingent upon the developer receiving tax credits from the Illinois Housing Development Authority (IHDA), which will be determined by June 2023. When this project was submitted to IHDA for tax credits last year it did not include any direct financial contribution from the city. Inflationary pressures and increased competition for limited IHDA

resources have changed the calculations, such that a contribution from the city will make a significant difference in IHDA's review and approval. In order to get this project approved by IHDA, and unleash the developer's investment, some local subsidy is required. Decatur Housing Authority has committed funding for 18 of the 63 affordable units for this project. Staff recommends that Council allocate \$375,000 of ARPA funds and \$300,000 of HOME funds, for a total of \$675,000 for the project, contingent upon the approval of IHDA tax credits. If approved, the developer will commit to a community benefits agreement with the City of Decatur, including providing \$275,000 for neighborhood revitalization efforts in and around the Neighborhood United neighborhood. There is precedent for this request. The City Council most recently provided \$250,000 in HOME Investment Partnership funds to support the new Woodford Homes facility on North Charles Street.

ATTACHMENTS: Draft project drawings (Phase one)

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Neighborhood United Association

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
AND HOME INVESTMENT PARTNERSHIP FUNDS FOR THE
REDEVELOPMENT OF GARFIELD SCHOOL**

WHEREAS, the City is interested in advancing the economic and community development interests of the residents of Decatur, Illinois, fostering community revitalization opportunities by redeveloping the Garfield School property (the “Site”) and;

WHEREAS, in furtherance of its stated purposes, the City would like to work with a Developer on this site to master plan an overall campus style redevelopment to be completed in a series of highly coordinated phases. One of the primary overall goals would include the creation of high-quality residential uses, other mixed-income housing uses intended to grow the population of the area and support nearby businesses by adding “purchase power” in the Neighborhood United neighborhood. The second overall goal will be to realign and reconfigure Garfield Park into a smaller, but attractive neighborhood pocket park that will complement the entire project site as a catalyst for change. The third overall goal will be for later phases to take on a mixed-use development style. Once there are additional roof tops at this catalyst location, the developer will seek to create new neighborhood commercial space on the site, and;

WHEREAS, the proposed first phase involves the rehabilitation of Garfield School and converting it to affordable, independent senior housing for individuals 55 and older. The project will be aimed at active seniors who are able to participate in activities and the economy of the community. Significant design focus will be centered on the creation of an attractive, connected site with shared utilities, services, green spaces and amenities. The rehabilitation, along with construction of a new wing of the building, will create 63 high-quality affordable apartments.

NOW, THEREFORE, be it resolved by the City Council of the City of Decatur, Illinois:

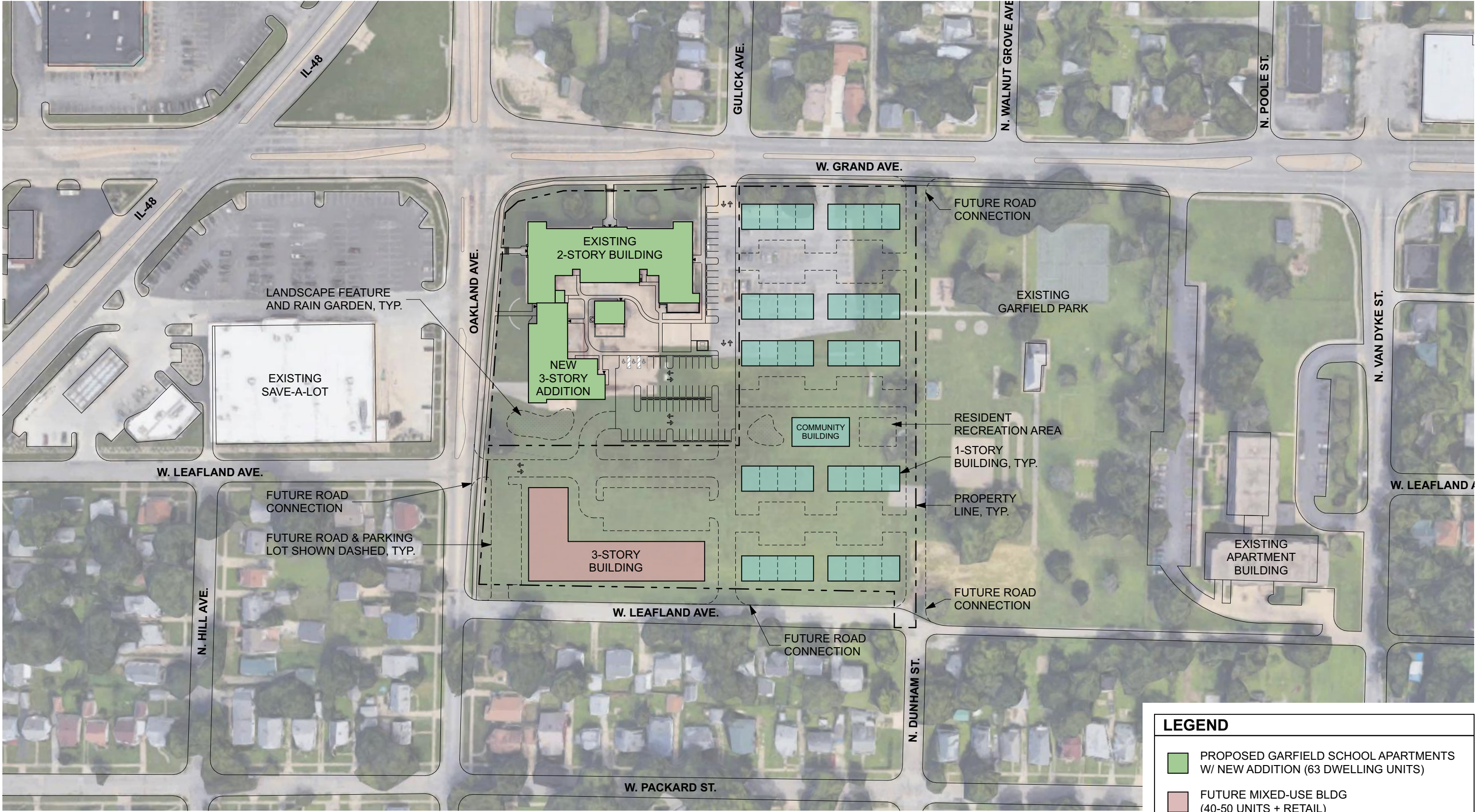
SECTION ONE. The City agrees to commit \$375,000 of American Rescue Plan Act funds and \$300,000 of HOME Investment Partnership funds to the Garfield School Redevelopment project, contingent upon the approval of Illinois Housing Development Authority Tax Credits.

PRESENTED, PASSED, APPROVED and RECORDED this 6TH day of February, 2023.

JULIE MOORE WOLFE, MAYOR

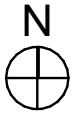
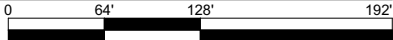
ATTEST:

CITY CLERK



A PROPOSED MASTER SITE PLAN

SCALE: 1/128"= 1'-0"



GARFIELD SCHOOL APARTMENTS

DRAFT - NOT FOR CONSTRUCTION

Bywater Development Group
1710 Fenpark Dr. Suite 4,
St. Louis, MO 63026

1000 W. Grand Ave.
Page 94 of 315
Decatur, IL 62522
1/14/22

©2022 WJW Architects

WJW Architects
401 W. Superior St., Suite 400
Chicago, IL 60654

SUBJECT: Resolution Approving Uses of Unallocated CDBG-CV Funds

ATTACHMENTS:

Description

Type

Memo-CDBG-CV Funds

Cover Memo

Resolution-CDBG-CV Funds

Resolution Letter

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: February 6, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic and Community Development

SUBJECT: Resolution Approving Uses of Unallocated CDBG-CV Funds

RECOMMENDATION: Staff recommends the City Council approve the resolution allocating unused CDBG-CV funds.

BACKGROUND: The COVID-19 pandemic has led to economic, health, and social hardships for millions of people and a new awareness of the changes needed to reduce pandemic impacts in the future. As a result, the Community Development Block Grant Coronavirus (CDBG-CV) response grants were provided as supplemental funding to CDBG grantees under the CARES Act, to fund a wide range of community development activities to help communities prevent, prepare for, and respond to the direct and indirect effects of the COVID-19 pandemic and to mitigate future risks. The City of Decatur has an unobligated balance of approximately \$1 million dollars remaining. However, these funds must be committed (under a project contract) by September 2023 or we will have to return these funds to the U.S. Department of Housing and Urban Development (HUD). As a result, staff is recommending the following projects to expend these dollars before the September 2023 deadline (A formal agreement for each individual recommendation will come back to Council for final approval):

1. **Realignment and reconfiguration of Garfield Park (catalyst project)** - Staff has been working hand in glove with a developer and the Decatur Park District to master plan an overall campus style redevelopment on the Garfield School site, to include Garfield Park, which will be completed in a series of highly coordinated phases. This catalyst project seeks to redevelop the Garfield School site, to include high-quality residential uses (Independent Senior Living Apartments), other mixed-income housing units and a re-configured park, grow the population of the area and support nearby businesses by adding “purchase power” in the Neighborhood United neighborhood. However, the current park infrastructure at Garfield Park is very depressed and the community does not feel safe patronizing the park. In partnership with the Decatur Park District, funds will be used as a matching grant to reconfigure the existing park into a more user friendly and updated park that the community will utilize and be an integral part of the much larger Garfield catalyst project. A portion of the existing park will become a part of the mixed-use redevelopment of the Garfield site. These funds will be used for Garfield site catalyst project costs, outside the rehabilitation of Garfield School.
2. **Acquisition, campus realignment and improvement of Wee Folks Properties** – As Council knows, the City of Decatur and Macon County partnered to do a workforce development systems assessment, strategy and implementation roadmap. One of the key

observations was, Decatur-Macon County has a significant shortage of childcare facilities, and this problem acts to depress the number of residents who can participate in the local workforce. The former Wee Folks building located on North Jasper street was formally a childcare facility that had to close during the peak of the coronavirus pandemic. This left a significant gap in the childcare ecosystem. City staff has identified an entity willing to re-start a childcare facility in the Wee Folks building if they do not have to service a mortgage on the building. This would be one of the few childcare facilities in the urban core. Also, in an effort to start implementing results from the Jasper Great Streets Great Neighborhoods project, staff is proposing a realignment of the site by creating an interactive, and vibrant placemaking opportunity that the community has clearly outlined as a priority during the Great Streets Great Neighborhoods project. This will include an outdoor multi-use venue that can be used as a food truck court, neighborhood entertainment center, kid-friendly facilities, calming place that will allow individuals the opportunity to sit, drink a cup of coffee, enjoy free Wi-Fi services while reading a book or enjoying lunch during their lunch-hour. This could take place on the property south of the Wee Folks. The realignment of this entire area will ensure that the city is a partner in a catalyst project that includes the parcels west of Jasper and south of Condit, including the Boys and Girls Club facility, the former DMCOC building, and Hope Academy. Together they can be a neighborhood catalyst and a destination area near some of the most challenged neighborhoods in our community.

3. **Additional Rent and Utility Assistance to Dove Inc.** – In August 2021, the City Council approved an agreement with Dove Incorporated to provide rent and utility assistance to residents that were negatively affected by the pandemic utilizing COVID-19 related funds. The funds allocated to Dove have been utilized, but residents are still experiencing challenges relative to rent and utility assistance. Dove has expressed the need for additional funds to help keep residents in their homes by providing rent and utility relief. The CDBG-CV funds have the same restrictions as our annual CDBG allocation administered by HUD, but Dove, who has experience administering HUD funds, is confident they will be able to deploy as much as \$250,000 by September 2023.
4. **Old Kings Orchard (OKO) property repurposing and Urban Ag catalyst project** – Urban Agriculture coupled with work and life skills development is the theme of catalyst projects planned for the OKO neighborhood. The city has written a tentative partnership with Good Samaritan Inn for an urban agriculture project and work life skills program on the north side of OKO funded with a grant obtained last year by Senator Turner. The city is also creating a similar partnership with OKO Community Center for an urban agriculture project and work life skills program, and recreation site on the south side of OKO neighborhood, but this initiative does not have funding. Deploying CDBG-CV funds to the OKO Community Center urban agriculture/recreation/life skills project ensures the success of both OKO projects.

ATTACHMENTS: None

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Park District, Childcare Operator, OKO, Good Samaritan, Great Streets Great Neighborhoods Steering Committee, and Dove.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION APPROVING USES OF
UNALLOCATED CDBG-CV FUNDS**

WHEREAS, Community Development Block Grant Coronavirus (CDBG-CV) response grants were provided as a supplemental funding to CDBG grantees under the CARES Act, to fund a wide range of community development activities to help communities prevent, prepare for, and respond to the direct and indirect effects of the COVID-19 pandemic and to mitigate future risks, and;

WHEREAS, The City of Decatur has an unobligated CDBG-CV fund balance of approximately \$1 million dollars that must be committed (under a project contract) by September 2023 or we will have to return these funds to the U.S. Department of Housing and Urban Development (HUD), and;

WHEREAS, staff is recommending the following projects to expend unallocated CDBG-CV funds: realignment and reconfiguration of Garfield Park (catalyst project), acquisition, campus realignment and improvement of Wee Folks Properties, additional rent and utility assistance to Dove Inc., and Old Kings Orchard (OKO) property repurposing and urban ag catalyst project, and; before the September 2023 deadline (A formal agreement for each individual recommendation will come back to Council for final approval):

WHEREAS, A formal agreement for each individual recommended project will come back to Council for final approval.

NOW, THEREFORE, be it resolved by the City Council of the City of Decatur, Illinois:

SECTION ONE. The City Council agrees to commit unallocated CDBG-CV funds for the purpose outline above and direct the City Manager, Director of Economic and Community Development, and Assistant Director of Economic and Community Development to amend the existing Action Plan and Consolidated Plan.

PRESENTED, PASSED, APPROVED and RECORDED this 6TH day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Police Department

DATE: 1/30/2023

MEMO: 23-01

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Brad Allen, Acting Chief of Police

SUBJECT:

The purpose of this memorandum is to request the City of Decatur enter into an agreement with Macon County and the Central Illinois Regional Dispatch Center (CIRDC) to share the costs associated with the purchase and deployment of a new CAD-RMS software platform from Tyler Technologies.

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the council approve the cost share agreement as presented. The share obligation to the city would be 25% of the total costs associated with the purchase and deployment of the new software product. The estimated cost for the full purchase and deployment is \$1,384,000.00, making the anticipated expense to the city approximately \$346,000.00. The involved parties, however, anticipate that there may be additional costs incurred because of this deployment, and that the agreement is entered into with the understanding that additional costs will be shared as described even if said costs arise following the execution of the agreement. Once the product is deployed and in use, the annual maintenance costs for the Tyler product will be paid by the CIRDC and dispersed through user fees to all Macon County public safety users as defined through already established agreements.

It is anticipated that this project will take at least 18 months to complete. The city's financial obligation will be paid out on a 'project progress basis' over this period based on billings received from Tyler Technologies and paid by CIRDC.

BACKGROUND:

The current CAD-RMS product in use in Macon County was first implemented in 2011. The product, now owned by Central Square, is no longer in development, and is not a product Central Square currently sells. Central Square still offers support to our product on a limited basis. Although not announced, nor is there a "sunset" date set by Central Square, the product line currently in use in Macon County is believed to be reaching its end of life based off new developments and technologies available today.

discuss CAD-RMS product needs for the future of Macon County. The committee decided it was in the best interest of Macon County public safety to seek a new, currently developed CAD-RMS product line, and in doing so to maintain the partnership between the CIRDC and all county public safety users for a single product line. As a result, the committee researched various CAD-RMS vendors and held product demonstrations. The committee also visited and communicated with agencies that currently used certain product lines.

In October of 2021, the committee released a Request for Proposal (RFP) for a new CAD-RMS product. The committee received responses from three vendors. After reviewing the RFP responses, having further discussions, and hosting further product demonstrations, the committee voted to pursue the proposal from Tyler Technologies.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Brad Allen, Acting Chief of Police, 424-2740, ballen@decaturil.gov and James Edwards, Director of IT, jedwards@decaturil.gov

BUDGET/TIME IMPLICATIONS:

The anticipated time frame to implement the new software is approximately 18 months. Therefore, as the cost for this purchase will be paid on a rolling basis, funds will likely come from budget years 2023 and 2024. The amount of city financial participation compared to the percentage of utilization by the city is favorable. However, the exact amount of the city's cost for this upgrade was not known at the time the City Council approved its 2023 budget, and an estimated amount was not included in the budget, due to an oversight. If approved by the City Council, the portion of this project that is charged to the 2023 budget will be managed using under-expenditures in other line items.

COPY: N/A

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Council Resolution	Resolution Letter
Agreement	Exhibit
Cost Summary	Exhibit

DATE: 1/30/23

MEMO: 23-01

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

FROM: Scot Wrighton, City Manager
Brad Allen, Acting Chief of Police

SUBJECT: The purpose of this memorandum is to request the City of Decatur enter into an agreement with Macon County and the Central Illinois Regional Dispatch Center (CIRDC) to share the costs associated with the purchase and deployment of a new CAD-RMS software platform from Tyler Technologies.

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the council approve the cost share agreement as presented. The share obligation to the city would be 25% of the total costs associated with the purchase and deployment of the new software product. The estimated cost for the full purchase and deployment is \$1,384,000.00, making the anticipated expense to the city approximately \$346,000.00. The involved parties however anticipate that there may be additional costs incurred because of this deployment, and that the agreement is entered into with the understanding that additional costs will be shared as described even if said costs arise following the execution of the agreement. Once the product is deployed and in use, the annual maintenance costs for the Tyler product will be paid by the CIRDC and dispersed through user fees to all Macon County public safety users as defined through already established agreements.

BACKGROUND: The current CAD-RMS product in use in Macon County was first implemented in 2011. The product, now owned by Central Square, is no longer in development, and is not a product Central Square currently sells. Central Square still offers support to our product on a limited basis. Although not announced, nor is there a “sunset” date set by Central Square, the product line currently in use in Macon County is believed to be reaching its end of life based off new developments and technologies available today.

In 2019, Macon County, under the umbrella of the CIRDC, formed an exploratory committee to discuss CAD-RMS product needs for the future of Macon County. The committee decided it was in the best interest of Macon County public safety to seek a new, currently developed CAD-RMS product line, and in doing so to maintain the partnership between the CIRDC and all county public safety users for a single product line. As a result, the committee researched various CAD-RMS vendors and held product demonstrations. The committee also visited and communicated with agencies that currently used certain product lines.

In October of 2021, the committee released a Request for Proposal (RFP) for a new CAD-RMS product. The committee received responses from three vendors. After reviewing the RFP responses, having further discussions, and hosting further product demonstrations, the committee voted to pursue the proposal from Tyler Technologies.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: Brad Allen, Acting Chief of Police, 424-2740, ballen@decaturil.gov and James Edwards, Director of IT, jedwards@decaturil.gov

BUDGET/TIME IMPLICATIONS: The anticipated time frame to implement the new software is approximately 18 months. Therefore, as the cost for this purchase will be paid on a rolling basis, funds will likely come from budget years 2023 and 2024.

ATTACHMENTS: CAD-RMS Agreement for cost-share
Tyler Technologies investment summary

RESOLUTION NO. R2023-_____

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF
DECATUR, MACON COUNTY, AND CENTRAL ILLINOIS REGIONAL DISPATCH
CENTER TO SHARE COSTS RELATED TO COMPUTER-AIDED DISPATCH
SOFTWARE**

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

Section 1. That the agreement presented to the City Council herewith between the City of Decatur, Macon County and the Central Illinois Regional Dispatch Center for a cost share to purchase computer aided dispatch and records management software be adopted, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said agreement on behalf of the City of Decatur for an amount not to exceed a 25% share of the total purchase price.

PRESENTED, PASSED, APPROVED and RECORDED this 6th day of February 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**AGREEMENT BETWEEN THE CITY OF DECATUR, MACON COUNTY, AND
CENTRAL ILLINOIS REGIONAL DISPATCH CENTER TO SHARE COSTS
RELATED TO COMPUTER-AIDED DISPATCH SOFTWARE**

THIS AGREEMENT is made and entered into by and between the City of Decatur, an Illinois municipal corporation (“City”), Macon County, an Illinois governmental entity (“County”), and the Central Illinois Regional Dispatch Center (“CIRDC”), on the ____ day of _____, 2023. The parties mutually desire to enter into this Agreement and further stipulate and agree as follows:

WHEREAS, CIRDC implements computer-aided dispatch (“CAD”) technology in order to perform dispatch services for various first responders employed by City and County;

WHEREAS, CIRDC, with the agreement of City and County, intends to change the company that provides the software used for CAD, records, evidence, reports, etc. (collectively referred to as the “Public Safety Software Suite”);

WHEREAS, City, County and CIRDC have each determined that it is in the public interest and general welfare of City, County and CIRDC to share the cost for CIRDC to change providers for its Public Safety Software Suite; and

WHEREAS, no ordinances or laws prohibit this Agreement or the transactions provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Transition of Public Safety Software Suite. CIRDC shall be responsible for taking all steps necessary to transition from its current Public Safety Software Suite provider to Tyler Technologies.
2. Cost of Transition. The parties acknowledge and agree that the estimated cost of the above-described transition is One Million Three Hundred Eighty-Four Thousand Dollars (\$1,384,000.00). However, the parties also anticipate that there may be additional costs

incurred as a result of the transition, and that this Agreement is entered into with the understanding that said costs will be shared as described herein even if said costs arise following the execution of this Agreement.

3. Cost Sharing. CIRDC shall pay 50%, and City and County shall each pay 25%, of all costs incurred to transition CIRDC from its current Public Safety Software Suite provider to Tyler Technologies.
4. Payment Schedule - County. County shall pay CIRDC Four Hundred Thousand Dollars (\$400,000.00) on or before March 1, 2023 as and for its share of the cost for the Public Safety Software Suite transition described above. Any funds not used by CIRDC for the Public Safety Software Suite transition shall be refunded to County or applied to the agency's next invoice for agency user fees charged by CIRDC. County shall notify CIRDC in writing of its preferred method of refund once the Public Safety Software Suite transition is complete and all costs have been finalized.
5. Payment Schedule – City. CIRDC shall send invoices to City for City's 25% share of all costs incurred for the Public Safety Software Suite transition described above on a rolling basis as costs are incurred by CIRDC. City shall pay CIRDC's invoices in full within thirty (30) days of receipt.
6. Future Maintenance Costs. Upon completion of the Public Safety Software Suite transition to Tyler Technologies, CIRDC shall be solely responsible for maintenance, updates, and repairs to the software. CIRDC may pass these costs to the end users of CIRDC's dispatch services via each agency's user fees.
7. Term. This Agreement shall commence on the date of execution by the parties and shall remain in effect until the transition from CIRDC's current Public Safety Software Suite provider to Tyler Technologies is complete.
8. Notices: Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

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

Central Illinois Regional Dispatch Center
Attn: Executive Director
1078 W. Rotary Way.
Decatur, IL 62521

Macon County
Attn: County Board Chair
141 S. Main Street, Room 501
Decatur, IL 62523

9. Severability. If any provision or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur, Macon County, and the Central Illinois Regional Dispatch Center. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.
11. Amendment. This Agreement may only be amended by a written instrument signed by each party hereto.
12. Transferability. This Agreement shall extend to and be binding upon the parties hereto and their respective agents and representatives. The terms of this Agreement are non-transferrable without the prior written consent of the other party.
13. Successors. This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective agents, representatives, predecessors, successors, and assigns.
14. Relationship of the Parties. No provision of this Agreement is intended to create any partnership, principal-agent, employer-employee, or joint venture relationship between City, County and/or CIRDC as it relates to the subject matter of this Agreement.
15. Execution. This Agreement may be executed in any number of counterparts, and sent as “pdf” and by e-mail, each of which shall be deemed an original and which, taken together, shall constitute the full Agreement.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to or application of conflict of law, rules or principles. The parties agree that the proper venue for any claim or suit filed pursuant to this Agreement shall be the Sixth Judicial Circuit, Court of Macon County, Illinois.
17. Headings. The headings assigned to designate subparts of this Agreement are for organizational purposes only, and do not constitute any binding legal effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Intentionally left blank. Signature page to follow.]

CITY OF DECATUR

City Manager

ATTEST:

City Clerk

CENTRAL ILLINOIS REGIONAL
DISPATCH CENTER

Executive Director

ATTEST:

Secretary

MACON COUNTY

County Board Chair

ATTEST:

Macon County Clerk



INVESTMENT SUMMARY

Tyler Software	\$ 551,000
Services	\$ 552,815
Third-Party Products	\$ 181,315
Travel	\$ 98,870
Total One-Time Cost	\$ 1,384,000
Annual Recurring Fees/SaaS	\$ 101,582
Tyler Software Maintenance	\$ 98,654



Quoted By: Nicolette Schmitz
Quote Expiration: 3/31/23
Quote Name: RFP 2021-1 911 Public Safety Systems

Sales Quotation For:

1078 W Rotary Way
Decatur IL 62521
Phone: +1 (217) 362-7764

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Computer Aided Dispatch				
Enterprise CAD Combined LE/Fire/EMS	\$ 72,900	\$ 36,450	\$ 36,450	\$ 7,655
BOLOs	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
CAD Auto Routing	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
CAD AVL	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
Service Vehicle Rotation (Wrecker, Ambulance)	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
Unit Management	\$ 9,600	\$ 4,800	\$ 4,800	\$ 1,008
Web CAD Monitor	\$ 16,000	\$ 8,000	\$ 8,000	\$ 1,680
CAD Paging Interface	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
E-911 Interface	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
CAD NCIC Interface	\$ 13,600	\$ 6,800	\$ 6,800	\$ 1,428
Pictometry Interface	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
Pre-Arrival Questionnaire Interface	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
Encoder Interface	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
CAD CFS (xml) Export Interface	\$ 14,400	\$ 7,200	\$ 7,200	\$ 1,512
Telestaff Interface	\$ 14,400	\$ 7,200	\$ 7,200	\$ 1,512
Alarm Interface (supports CryWolf)	\$ 1,500	\$ 750	\$ 750	\$ 158

CAD Data Mart / Includes 10+ users	\$ 14,400	\$ 7,200	\$ 7,200	\$ 1,512
Total	\$ 221,600	\$ 110,800	\$ 110,800	\$ 23,269
Law Enforcement Records Management System				
Enterprise Law Enforcement Records	\$ 110,400	\$ 55,200	\$ 55,200	\$ 11,592
Alarms	\$ 4,000	\$ 2,000	\$ 2,000	\$ 420
Briefing Notes	\$ 3,000	\$ 1,500	\$ 1,500	\$ 315
Stop Data	\$ 4,000	\$ 2,000	\$ 2,000	\$ 420
Equipment and Inventory	\$ 4,000	\$ 2,000	\$ 2,000	\$ 420
Gangs	\$ 4,000	\$ 2,000	\$ 2,000	\$ 420
Narcotics	\$ 4,000	\$ 2,000	\$ 2,000	\$ 420
Pawn Shops	\$ 3,000	\$ 1,500	\$ 1,500	\$ 315
Use of Force	\$ 4,000	\$ 2,000	\$ 2,000	\$ 420
Content Manager	\$ 12,000	\$ 6,000	\$ 6,000	\$ 1,260
Livescan Interface (LERMS)	\$ 7,200	\$ 3,600	\$ 3,600	\$ 756
Ticket Writer Interface	\$ 16,000	\$ 8,000	\$ 8,000	\$ 1,680
Citizen Reporting Interface	\$ 14,400	\$ 7,200	\$ 7,200	\$ 1,512
NCIC Interface	\$ 27,200	\$ 13,600	\$ 13,600	\$ 2,856
Law Enforcement Records Management Data Mart / Includes 10+ users	\$ 14,400	\$ 7,200	\$ 7,200	\$ 1,512
Total	\$ 231,600	\$ 115,800	\$ 115,800	\$ 24,318
Mobile				
Enterprise Law Enforcement Mobile Server Software	\$ 68,000	\$ 34,000	\$ 34,000	\$ 7,140
Law Enforcement Mobile Site License	\$ 83,050	\$ 41,525	\$ 41,525	\$ 8,720
-Enterprise Law Enforcement Field Mobile				
-LE Dispatch/Messaging/State/NCIC				
-Drivers License Mag Stripe Reader/Barcode Reader Interface				
-Mugshot Image Download				
-LE In-Car Mapping / AVL				
-LE In-Car Routing				
Fire/EMS Mobile Site License	\$ 80,300	\$ 40,150	\$ 40,150	\$ 8,432
-Enterprise Fire Field Mobile				
-Fire Dispatch/Messaging				
-Fire In-Car Mapping / AVL				
-Fire In-Car Routing				
Field Reporting Site License	\$ 83,050	\$ 41,525	\$ 41,525	\$ 8,720
-LE Field Reporting				
-LE Accident Reporting (requires Crash module in RMS)				
-Field Investigation Field Reporting				

- MCT Ticket Writer (requires Ticket Writer interface in RMS)
- Stop Data Reporting (requires Stop Data in RMS)
- Use of Force Reporting

Total	\$ 314,400	\$ 157,200	\$ 157,200	\$ 33,012
Data Collect Mobile				
Data Collect Mobile [300]	\$ 60,000	\$ 60,000	\$ 0	\$ 0
Total	\$ 60,000	\$ 60,000	\$ 0	\$ 0
Civil Process				
Civil Process Mobile Client License (access from the field) [5]	\$ 13,125	\$ 3,281	\$ 9,844	\$ 2,067
Civil Process System [3]	\$ 29,910	\$ 7,478	\$ 22,432	\$ 4,711
Softcode CivilQuery Public (Public Query)	\$ 5,000	\$ 1,250	\$ 3,750	\$ 788
Softcode GIS Connector	\$ 9,750	\$ 2,438	\$ 7,312	\$ 1,536
Softcode SalesWeb (Sheriff's Sales Portal)	\$ 5,000	\$ 1,250	\$ 3,750	\$ 788
Total	\$ 62,785	\$ 15,697	\$ 47,088	\$ 9,890
Other Software				
One-Year Extended Warranty	\$ 104,112	\$ 0	\$ 104,112	\$ 0
Workstation License	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 104,112	\$ 0	\$ 104,112	\$ 0
Enforcement Mobile				
License				
Interface: CarFax or Lexis Nexis Crash Sales (Site License)	\$ 10,000	\$ 2,000	\$ 8,000	\$ 2,100
Interface: New World Records Mgmt System (Crash Reports)	\$ 0	\$ 0	\$ 0	\$ 0
Interface: IDOT Crash Reports (Site License)	\$ 10,000	\$ 2,000	\$ 8,000	\$ 2,100
Total	\$ 20,000	\$ 4,000	\$ 16,000	\$ 4,200
<i>Sub-Total</i>	\$ 1,014,497		\$ 551,000	\$ 94,689
<i><u>Less Discount</u></i>	<i><u>\$ 463,497</u></i>			<i><u>\$ 94,689</u></i>
TOTAL	\$ 551,000		\$ 551,000	\$ 0

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Law Enforcement Records Management System			

Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)	\$ 30,200	\$ 0	\$ 30,200
Recurring Costs			
Data Archive	\$ 2,000	\$ 0	\$ 2,000
Hosting			
Mobility Hosting Annual Fee	\$ 4,500	\$ 0	\$ 4,500
Subscription Fees			
Link Analysis	\$ 7,500	\$ 3,750	\$ 3,750
Other Software			
Agency Intelligence Advanced Enforcement Mobile	\$ 32,012	\$ 0	\$ 32,012
Subscription License Fees			
Crash Report Software w/Drawing Tool (Site License)	\$ 34,650	\$ 6,930	\$ 27,720
Hosting Fee			
Brazos Hosting Fee	\$ 1,400	\$ 0	\$ 1,400
TOTAL			\$ 101,582

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Alarm Interface Installation Fee	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
Agency Intelligence Implementation	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
Project Management	1	\$ 112,160	\$ 0	\$ 112,160	\$ 0
High Availability System Assurance and Software Installation	1	\$ 20,880	\$ 0	\$ 20,880	\$ 0
Mobility Implementation	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
GIS Implementation	1	\$ 22,620	\$ 0	\$ 22,620	\$ 0
Decision Support Software Service	2	\$ 4,350	\$ 0	\$ 8,700	\$ 0
NCIC Installation	1	\$ 21,025	\$ 0	\$ 21,025	\$ 0
Combined or Fire/EMS CAD Configuration (up to 2 PSAPs)	1	\$ 13,050	\$ 0	\$ 13,050	\$ 0
CAD Training (10 users ea.)	3	\$ 4,350	\$ 0	\$ 13,050	\$ 0

CAD Go-Live Support	1	\$ 13,050	\$ 0	\$ 13,050	\$ 0
Web CAD Monitor Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
CAD Paging Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
E-911 Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
Pictometry Interface Installation	1	\$ 580	\$ 0	\$ 580	\$ 0
Pre-Arrival Questionnaire Interface Installation	3	\$ 1,160	\$ 0	\$ 3,480	\$ 0
Encoder Interface Installation	1	\$ 3,480	\$ 0	\$ 3,480	\$ 0
CAD Export Interface Installation Fee	2	\$ 2,320	\$ 0	\$ 4,640	\$ 0
Telestaff Interface Installation	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
Law Enforcement Records Configuration (6 or more Agencies)	1	\$ 13,050	\$ 0	\$ 13,050	\$ 0
Law Enforcement Records Training (includes 10 trainers ea.)	2	\$ 4,350	\$ 0	\$ 8,700	\$ 0
Law Enforcement Records Go-Live Support	1	\$ 8,700	\$ 0	\$ 8,700	\$ 0
Livescan Interface Installation	1	\$ 4,640	\$ 0	\$ 4,640	\$ 0
Ticket Writer Interface Installation	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
Citizen Reporting Interface Installation	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Configuration	1	\$ 14,500	\$ 0	\$ 14,500	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Training (10 trainers ea.)	2	\$ 8,700	\$ 0	\$ 17,400	\$ 0
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Go-Live	1	\$ 13,050	\$ 0	\$ 13,050	\$ 0
Software System Testing	4	\$ 4,350	\$ 0	\$ 17,400	\$ 0
Software System Testing - Test RFP Functionality	1	\$ 64,670	\$ 0	\$ 64,670	\$ 0
Public Safety Analytics Installation & Remote Training	1	\$ 4,500	\$ 0	\$ 4,500	\$ 0
Civil Process Business Analysis and Process Planning	1	\$ 4,080	\$ 0	\$ 4,080	\$ 0
Civil Process Configuration and Deployment	1	\$ 6,552	\$ 0	\$ 6,552	\$ 0
Civil Process Personalization & Report Customization	1	\$ 7,280	\$ 0	\$ 7,280	\$ 0
Civil Process Project Management	1	\$ 13,056	\$ 0	\$ 13,056	\$ 0
Civil Process Site Visit	1	\$ 1,632	\$ 0	\$ 1,632	\$ 0
Civil Process Training	1	\$ 7,500	\$ 0	\$ 7,500	\$ 0
Data Collect Mobile Activation Services	1	\$ 1,160	\$ 0	\$ 1,160	\$ 0
Custom Interface to OffenderWatch (one-way)	1	\$ 16,800	\$ 4,200	\$ 12,600	\$ 0
Enterprise Law Enforcement Additional Modules				\$ 11,310	\$ 0
Conversions				\$ 29,000	\$ 0
Enforcement Mobile					
Brazos Project Management	1	\$ 3,000	\$ 0	\$ 3,000	\$ 0
MOD: Crash Report - set up and config	10	\$ 2,500	\$ 0	\$ 25,000	\$ 0

Set Up Fees - Third Party Hardware	231	\$ 40	\$ 0	\$ 9,240	\$ 0
Standard CrashTraining Package	2	\$ 1,500	\$ 0	\$ 3,000	\$ 0

TOTAL				\$ 552,815	\$ 0
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Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enterprise Public Safety					
Embedded Third Party Software	1	\$ 16,500	\$ 16,500	\$ 3,465	\$ 3,465
Geo-File Maintenance Software (ArcGIS for Desktop Standard) / per Workstation	1	\$ 6,000	\$ 6,000	\$ 0	\$ 0
Red Hat Enterprise Linux Server (3-year subscription)	1	\$ 2,700	\$ 2,700	\$ 0	\$ 0
Lantronix UDS-1100	3	\$ 205	\$ 615	\$ 0	\$ 0
Servers (HA Configuration)	1	\$ 154,000	\$ 154,000	\$ 0	\$ 0
Enterprise Public Safety					
Source Code Escrow / Setup Fee	1	\$ 3,000	\$ 3,000	\$ 500	\$ 500
<i>Sub-total</i>			\$ 182,815		\$ 3,965
<i>Less Discount</i>			<i>\$ 1,500</i>		<i>\$ 3,965</i>
TOTAL			\$ 181,315		\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 551,000	\$ 94,689
Total Annual	\$ 0	\$ 101,582
Total Tyler Services	\$ 552,815	\$ 0
Total Third-Party Hardware, Software, Services	\$ 181,315	\$ 3,965
Estimated Travel Expenses	\$ 98,870	\$ 0
Summary Total	\$ 1,384,000	\$ 200,236
Contract Total	\$ 1,584,236	

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Conversion				
Data Archive Single Source: CAD and LERMS (up to 10 modules; includes Location Alert import into Enterprise CAD, Active Warrants, and On-Hand Property imports into Enterprise LERMS)	1	\$ 29,000	\$ 0	\$ 29,000
TOTAL				\$ 29,000

Optional Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Computer Aided Dispatch				
NG911 Interface (text to 911)	\$ 12,000	\$ 6,000	\$ 6,000	\$ 1,260
ASAP Interface	\$ 12,000	\$ 6,000	\$ 6,000	\$ 1,260
Total	\$ 24,000	\$ 12,000	\$ 12,000	\$ 2,520
Law Enforcement Records Management System				
Hazardous Materials	\$ 3,000	\$ 1,500	\$ 1,500	\$ 315
Total	\$ 3,000	\$ 1,500	\$ 1,500	\$ 315
Enforcement Mobile				
License				
eCitation Software (Site License)	\$ 150,150	\$ 30,030	\$ 120,120	\$ 31,532
Interface: New World Records Mgmt System (Citations)	\$ 0	\$ 0	\$ 0	\$ 0
Task: Code Enforcement (Site License)	\$ 32,500	\$ 6,500	\$ 26,000	\$ 6,825
IDOT Demographic Profile Export File	\$ 0	\$ 0	\$ 0	\$ 0
Task: Illinois Traffic & Pedestrian Stop	\$ 0	\$ 0	\$ 0	\$ 0
Task: eWarnings	\$ 0	\$ 0	\$ 0	\$ 0
Task: eCitation	\$ 0	\$ 0	\$ 0	\$ 0

County Court Export File (Site License)

Total

\$ 10,000

\$ 2,000

\$ 8,000

\$ 2,100

\$ 192,650

\$ 38,530

\$ 154,120

\$ 40,457

Sub-Total

\$ 219,650

\$ 167,620

\$ 43,292

Less Discount

\$ 52,030

\$ 43,292

TOTAL

\$ 167,620

\$ 167,620

\$ 0

Optional Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Managed Threat Detection Installation	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0
Custom Interface to Smart911 (one-way)	1	\$ 16,800	\$ 4,200	\$ 12,600	\$ 0
Custom Interface to SIS Alarm System (one-way)	1	\$ 16,800	\$ 4,200	\$ 12,600	\$ 0
Custom Interface to NICE Recorder (one-way)	1	\$ 14,400	\$ 3,600	\$ 10,800	\$ 0
Custom Interface to BEAST (two-way)	1	\$ 27,200	\$ 6,800	\$ 20,400	\$ 0
Custom Interface to LeadsOnline (two-way)	1	\$ 25,600	\$ 6,400	\$ 19,200	\$ 0
Custom Interface to State's Attorney Case Management System (one-way)	1	\$ 17,600	\$ 4,400	\$ 13,200	\$ 0
Custom - Import Run Cards from Third-Party File Formats	1	\$ 28,800	\$ 7,200	\$ 21,600	\$ 0
Hazardous Materials Implementation	1	\$ 290	\$ 0	\$ 290	\$ 0
Standard System Assurance and Software Installation	1	\$ 9,280	\$ 0	\$ 9,280	\$ 0
Disaster Recovery System Assurance and Software Installation	1	\$ 20,880	\$ 0	\$ 20,880	\$ 0
ASAP Interface Installation	1	\$ 5,800	\$ 0	\$ 5,800	\$ 0
Custom Interface to Illinois N-Dex (one-way)	1	\$ 38,400	\$ 9,600	\$ 28,800	\$ 0
NG911 Interface Installation	1	\$ 580	\$ 0	\$ 580	\$ 0
Enterprise Law Enforcement Additional Modules				\$ 290	\$ 0
Enforcement Mobile					
eCitation Set Up & Config (Additional Child Configurations)	9	\$ 4,500	\$ 0	\$ 40,500	\$ 0
eCitation Set Up & Config (Parent)	1	\$ 19,500	\$ 0	\$ 19,500	\$ 0
Brazos Project Management (eCitation)	1	\$ 4,000	\$ 0	\$ 4,000	\$ 0
Training	2	\$ 2,000	\$ 0	\$ 4,000	\$ 0
TOTAL				\$ 245,320	\$ 0

Optional Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enterprise Public Safety					

Servers (DR Configuration)	1	\$ 290,800	\$ 290,800	\$ 0	\$ 0
TOTAL			\$ 290,800		\$ 0

Assumptions

Unless a Workstation License is included, Enterprise Public Safety CAD includes 8 licenses.

Unless a Workstation License is included, Enterprise Public Safety Law Enforcement Records includes 24 licenses.

Personal Computers must meet the minimum hardware requirements for Enterprise Public Safety products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

Enterprise Public Safety product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

Enterprise Public Safety product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Enterprise Public Safety Software.

Client is responsible for any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes. Decision Support Software Implementation is limited to 3 agencies per fee.

Enterprise Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver. 7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1 (or higher). If the client has selected a cloud hosted deployment Tyler has the ability to deploy the Virtual Message Switch (VMS) in the AWS GovCloud environment or on-premises. The location of the VMS is dependent on State requirements. If the State will not allow the VMS to be hosted in the AWS environment then the VMS will be deployed on the Client's existing secure State approved network on virtualized infrastructure provided by the client.

An unlimited Law Enforcement Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Enterprise Law Enforcement Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

AVL requires third-party GPS hardware.

An unlimited Law Enforcement Field Reporting Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Custom interface will be operational with existing third-party software. Any subsequent changes to third party applications may require additional services.

An unlimited Fire/EMS Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Enterprise Fire Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

SceneDoc Android users are recommended to use the following hardware (minimum OS version 7): Google Pixel, Kyocera Duraforce Pro, Samsung S7 and above, Note 7 and above, Sonim XP8, HTC Nexus 9 and above, and Samsung Galaxy Tab S3 and above. SceneDoc iOS users are expected to use any iOS device that has OS version 11 or above. The following printers are supported by SceneDoc's Android and iOS mobile applications: Brother PocketJet 763MFI (8 inch), Brother RuggedJet 4230 B (4 inch), Brother RuggedJet 4030 Ai (4 inch), and Zebra ZQ520 (4 inch). The following web browsers are recommended when using SceneDoc's web console: Firefox, Chrome, Internet Explorer (IE) 11 and the latest version of Microsoft Edge. Please note older versions of IE are NOT supported including using compatibility modes in IE.

Text to 911 is currently supported with INdigital.

A Workstation License for up to 1,000 workstations for the Licensed Standard Software (CAD and RMS), an unlimited Mobile Site License and an unlimited Field-Based Reporting Site License are included and up to 300 devices for Data Collect Mobile for agencies providing service to the geographic confines of Macon County, Illinois, including:

- CIRDC
- Blue Mound Police
- Decatur Police
- Macon County Sheriff
- Maroa Police
- Millikin Police
- Mt. Zion Police
- Oreana Police
- Park Police
- Richland Police
- Warrensburg Police
- Argenta-Oreana Fire
- Blue Mound Fire
- Cerro Gordo Fire
- Cisco Fire
- Decatur Fire
- Harristown Fire
- Hickory Point Fire
- Long Creek Fire
- Maroa Fire
- Mt. Zion Fire
- Niantic Fire
- South Macon Fire
- South Wheatland Fire
- Warrensburg Fire

eCrash and optional eCitation include the following:

- eCitation and eCrash laptop configurations (Parent/Child for 10 agencies)
- eCitation site license (Up to 231 devices)
- eCrash site license (Up to 231 devices)
- eCrash diagramming tool on website
- Administrative website (Unlimited users)
- eCitation task
- eCrash task
- Code enforcement task
- IDOT traffic and pedestrian stop task
- IDOT stop receipt
- IDOT demographic profile export file
- Driver Exchange form
- IDOT interface (Crash reports)
- CarFax or Lexis Nexis crash report sales interface
- Traffic citations
- Warning citations
- Local code citations
- County court export file
- All services to manage, implement and train-the-trainers for eCitation and eCrash

Comprehensive Public Safety Software Solution

Single/Multi-Jurisdictional Dispatch Software

CAD Mapping	Dispatch Questionnaire	Rip-N-Run Printing	Service Vehicle Rotation	E-911	ePCR
Call Entry	Fire Equipment Search	Run Cards/Response Plans	Unit Management	NG911	Fire Records
Call Control Panel	GIS/Geo-File Verification	Rapid SOS	Web CAD Monitor	CAD NCIC	Out-of-Band AVL
Unit Recommendations	Hazard and Location Alerts			Pictometry	Telestaff
Unit Status/Control Panel	Hazmat Search	<i>Additional Modules</i>	<i>Available Interfaces</i>	ASAP	PulsePoint
Call Stacking	Hydrant Inventory	BOLOS	Alarm	Pre-Arrival Questionnaire	Twitter
CAD Messaging	Note Pads	CAD Auto Routing	CAD to CAD	Encoder	PEMA Knowledge Center
Call Scheduling	Proximity Dispatch	CAD AVL	CAD Paging	CAD CFS Export	Radio Location

Records Management Software for Single/Multi-Jurisdictional Law Enforcement

Arrests	Impounded Vehicles	Training	Equipment and Inventory	<i>Available Interfaces</i>	MIDEx
Buildings	Incidents	Wants and Warrant	Gangs	Livescan	LACRIS
Businesses	Investigations		Hazardous Materials	Ticket Writer	NCIC
Case Management	Order of Protection	<i>Additional Modules</i>	Narcotics	Citizen Reporting	
Case Processing	Personnel	Alarms	Pawn Shops	COPLINK	
Citations	Property and Evidence	Bookings	Permits (Guns)	Accurant Crime Analysis	
Dynamic Reporting	Records Request	Briefing Notes	Scheduling	LINX	
Field Interviews	Registered Offenders	Crash	Content Manager	Evidence	
IBR/Clery Reporting	Standard Reporting	Stop Data	Use of Force	SECTOR	

Records Management for Fire Departments

Activity Reporting and Scheduling	Hazardous Materials	Personnel/Education	NFIRS/NEMSIS 5.0 Reporting	Fire Permits
Investigations	Hydrant Inventory and Inspections	Pre-Plans	<i>Additional Modules</i>	Inventory
Business Registry	Incident Tracking	Station Activity Log	Data Analysis/Management	LOSAP Tracking and Reporting
		BLS/ALS	Equipment Tracking	Vehicle Tracking and Maintenance

Corrections Management Software

Tyler Corrections	NorthPoint Classification	Biometric Identification	<i>Available Interfaces</i>	TDEx
eSignatures	Mobility – Inmate Tracking	Biometric Hyperplance	Livescan	Jail Manager Integration
Mugshots	Jail Data Export		VINE	Toolkit
				Enterprise Custom Reports

Mobile Computing

Dispatch/Messaging/State/NCIC	DL Swipe Mugshot Download	In-Car Routing	LE Field Reporting	Ticket Writer
Fire Dispatch/Messaging	In-Car Mapping/AVL	Stop Data	LE Accident Field Reporting	
		Use of Force	Field Investigations	

Mobility Software

Law Enforcement Field Mobile	Fire Field Mobile	Data Collect Mobile
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Analytics

Data Marts	Public Safety Analytics	Agency Intelligence
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2021-295259-L4L7S2

Public Works

DATE: 1/31/2023

MEMO: 2023-12

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Professional Services Agreement with Lisa Bonnett

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to a professional services agreement between the City of Decatur and Lisa Bonnett to provide intergovernmental relations assistance, regulatory consulting, locating funding for water projects, helping to complete applications for water resource funding, and other actions in accordance with the attached scope of services.

BACKGROUND:

This year the City will have a larger presence in the Lake Decatur watershed. State and Federal funding is vital to our efforts. Access to these funds is very competitive and requires that the City develop and maintain contacts with State and Federal agencies dealing with water resources.

Lisa Bonnett was retained by the City in 2022 to assist with making State and Federal contacts and assisting with grant preparation. The City was successful in receiving a nearly \$10 million Regional Conservation Partnership Program (RCPP) grant with the assistance of Northwater Consulting and Ms. Bonnett. Other grants are being prepared in an ongoing manner. City staff often does not have the time or expertise to prepare these grants or make the necessary intergovernmental contacts.

Ms. Bonnett's resume and scope of services are attached.

PRIOR COUNCIL ACTION:

February 7, 2022 – The City Council authorized Resolution No. R2022-17 for an agreement with Lisa Bonnett to provide consulting services for water projects and funding.

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

INPUT FROM OTHER SOURCES: Lisa Bonnett

STAFF REFERENCE: Scott Wrighton, City Manager and Matt Newell, Public Works Director. 126 of 315

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed agreement is for \$36,000 which will be paid from the Water Fund.

Staffing Impact: Staff time has been allocated for this.

SCHEDULE: The proposed agreement is for one year, from February 15, 2023, to February 14, 2024.

ATTACHMENTS:

Description

Type

Resolution Authorizing Professional
Services Agreement Lisa Bonnett

Resolution Letter

Resume

Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
PROFESSIONAL SERVICES AGREEMENT
-LISA BONNETT-**

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

Section 1. That the Professional Services Agreement presented to the Council herewith, by and between the CITY OF DECATUR ILLINOIS and LISA BONNETT, regarding consulting services be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to sign, seal and attest said Agreement on behalf of the City.

PRESENTED and ADOPTED this 6th day of February 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS AND LISA BONNETT, FOR SERVICES RENDERED TO THE CITY OF DECATUR, ILLINOIS TO PROVIDE INTERGOVERNMENTAL RELATIONS ASSISTANCE, REGULATORY CONSULTING, LOCATING STATE AND LOCAL FUNDING FOR WATER RESOURCE PROJECTS, HELPING TO COMPLETE APPLICATIONS FOR WATER RESOURCE FUNDING, AND OTHER SERVICES IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES.

1. The consultant, Lisa Bonnett, agrees to provide intergovernmental services to the city of Decatur as detailed in the attached scope of services, commencing February 15, 2023 and ending February 14, 2024.
2. The City of Decatur agrees to pay the consultant, Lisa Bonnett, a flat, fixed fee every month in the amount of three thousand dollars (\$3,000.00) per month based on invoices submitted by the consultant. The fee is a fixed and all-inclusive fee, covering all of the consultant's time, overhead, travel, supplies and other costs. The total fee paid under this agreement will not exceed thirty-six thousand dollars (\$36,000) during its first year.
3. The consultant, Lisa Bonnett, will provide written quarterly reports to the city detailing programmatic progress, funding secured, and other updates.
4. Either party may terminate this agreement by providing sixty (60) days written notice.

FOR THE CITY OF DECATUR, ILLINOIS

_____.

FOR THE CONSULTANT

Lisa Bonnett.

ATTEST:

_____.

ATTEST:

Jeffrey L. Bonnett.

DATE: _____.

DATE: 2/1/23.

SCOPE OF SERVICES FOR WATER RESOURCES INTERGOVERNMENTAL CONSULTANT

1. Advise and assist the city of Decatur in the planning, development and implementation of the federal US Department of Agriculture, Resource Conservation Partnership Program grant award.
2. Maintain relationships with the US Department of Agriculture, US Environmental Protection Agency, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, Illinois Department of Agriculture, other Federal and State water and environmental resource agencies, not for profit organizations, foundations, corporations and other interested parties to facilitate connecting the city of Decatur to funding programs and to bring awareness of the water resources needs and projects of the city.
3. Advise and assist the city of Decatur in the preparation of funding applications, and follow-up on these and other submittals. Recommend or assist in identifying consultants with the expertise to assist in the preparation of funding applications as needed.
4. Monitor state and federal agency websites and registers to identify assistance programs, new regulations or programs impacting the city of Decatur's water resource projects and plans.
5. As the consultant and the city determine necessary, facilitate meetings with Federal and State agencies and other organizations named in paragraph #2 above to advance, modify and realize the water resource objectives of the city, and to participate in the same.
6. As requested, compose correspondence for city of Decatur Officials' signature, provide information briefing documents, and provide research reports on various water quality and environmental topics.
7. Other assignments and environmental projects that will advance the city of Decatur, Illinois' water supply, watershed management, water resource, and land management plans and objectives.

LISA BONNETT

1565 Bunting Lane, Sanibel, FL 33957 : 217/836-4431: lkb1084@yahoo.com

Detail and result-oriented professional with extensive experience in public sector environmental leadership and financial management. Strong written and verbal communication skills, excellent multi-tasking and organizational aptitudes.

Credentials: MBA-1994 and BA-1988, University of Illinois at Springfield

Skills

- Facilitate and manage environmental strategic plans and projects, with a focus on securing sustainable financing and achieving outcomes.
- Proven leadership experience.
- Focused on performance-based results.
- Government finance expert.

Experience

- Environmental and Financial Consulting, July 2018 – Present
 - Provide environmental and finance consulting services to the City of Decatur for water resource projects. Worked with Decatur leadership to secure a \$9.9 million federal grant from U.S. Department of Agriculture's national Regional Conservation Partnership Program to support Lake Decatur water quality initiatives.
 - Lead team that drafted legislation to designate the Illinois Finance Authority as the Illinois Climate Bank. Public Act 102-0662 was enacted and signed into law on September 15, 2021.
 - Lead the AAA-rated \$500 million 2020 Series Green Bonds transaction for the Illinois Clean Water State Revolving Fund program on behalf of the Illinois Finance Authority and the Illinois Environmental Protection Agency, providing \$643 million in bond proceeds and premium to finance low-interest loans to units of local governments for essential drinking water and wastewater infrastructure projects.
 - Lead the State of Illinois' first Green Bond transaction with the AAA-rated \$450 million 2019 Series Green Bonds transaction for the Illinois Clean Water State Revolving Fund program, providing \$533 million in bond proceeds and premium to finance drinking water and wastewater infrastructure projects.
 - Lead the development of a direct loan program for the Illinois Finance Authority to provide low-interest loans to municipal-owned natural gas utilities that experienced a large price spike for natural gas due to an extreme weather event in February 2021 that impacted the supply of natural gas.
 - Facilitated the City of Joliet application for a Water Infrastructure Finance and Innovation Act loan for an alternative water source project, resulting in a federal loan award of \$308 million, with a not to exceed 35-year term and with a single fixed interest rate established at closing based on the US Treasury rate.
- Director, Illinois Environmental Protection Agency, March 2013 — June 2016 (Served as Interim Director March 2011 - October 2011)
Cabinet member responsible for leading the Governor's environmental regulatory programs in a manner that promoted economic and job growth, while also protecting human health and the environment. Developed and implemented a \$2 billion, stand-alone "AAA" credit, low-interest financing program for local governments to upgrade and expand sewer and drinking water infrastructure. Responsible for \$2.6 billion annual budget, and management of 750 professionals.
- Deputy Director, Illinois Environmental Protection Agency, January 2008 - March 2013
Chief Operating Officer responsible for implementing Illinois' environmental regulatory and enforcement programs; and for oversight of the budgetary and business functions.
- Chief Financial Officer, Illinois Environmental Protection Agency — 1995-2007
Managed \$2 billion annual budget; served as chief advisor to the Director on financial issues; and provided testimony before Illinois legislature in support of annual operating and capital appropriations.

Public Works

DATE: 1/30/2023

MEMO: 2023-10

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur

SUMMARY RECOMMENDATION:

City Council adopt the attached ordinances amending and adding the following chapters to the City Code:

1. Amending City Code Chapter 66 Regulation of Lake Decatur.
2. Adding City Code Chapter 66.1 Regulation of Lake Decatur Boating
3. Adding City Code Chapter 66.2 Regulation of Lake Decatur Docks

BACKGROUND:

For various reasons several sections of Chapter 66 require updating. Some of the reasons are to update definitions, job titles, minor State of Illinois regulatory changes and other insignificant items. These reasons are self explanatory and not addressed in this memo. Additionally, Northwater Consulting, the City's Watershed Management Plan consultant, recommends the inclusion of additional lake management and protection regulations. An overview of these regulations was presented to the City Council by Northwater Consulting in May of 2021.

Chapter 66 is currently 37 pages long which makes it difficult for the public and City staff to find specific boat and dock regulations. Therefore the proposed Chapter 66 amendments separate it into 3 separate codes:

- Chapter 66 Regulation of Lake Decatur
- Chapter 66.1 Regulation of Lake Decatur Boating
- Chapter 66.2 Regulation of Lake Decatur Docks

A summary of the major amendments by chapter and section number is listed below:

CHAPTER 66 – Regulation of Lake Decatur

Section 4.B. – Over many decades, property owners adjacent to City owned lake property have

made minor and major improvements on the City owned property. Some improvements have been properly permitted and some have not. To enhance lake management and protection, Northwater Consulting recommends that the City expand the list of improvements requiring permitting. These improvements are listed in Section 4.B.

Section 4.C. – Enhances the City’s ability to remediate lake shoreline erosion on non-City owned property.

Section 20. – Currently this section allows blinds and pits to be used for waterfowl hunting although no permitted hunters use pits on City owned lake property. Since pits are shallow excavations that would negatively impact the environmental and aesthetic quality of the City property, it is recommended that they no longer be allowed.

Section 30. – This section has been simplified and amended to include numerous changes to State of Illinois fishing regulations since 2012. Since these changes are already regulated and enforced by the State, they do not alter what Lake Decatur fishermen are already required to abide by.

Section 35 – Due to significant increases to the Consumer Price Index in 2021 and 2022, language has been added to this section so that the City Council must authorize any annual Lake Decatur permit fee increase that is 5% or higher.

CHAPTER 66.1 – Regulation of Lake Decatur Boating

Section 4.S. – Changes the boat no wake speed limit from “10:00 P.M. to sunrise” to “1 hour after sunset to sunrise”. This change was recommended by the Illinois Department of Natural Resources District Conservation Police Officer for safety reasons. The change also automatically adjusts seasonally so that boaters have more time to travel at greater than wake speed in the summer when days are longer. The change is also similar to Lake Springfield and Lake Bloomington regulations.

Section 15 – Due to significant increases to the Consumer Price Index in 2021 and 2022, language has been added to this section so that the City Council must authorize any annual Lake Decatur permit fee increase that is 5% or higher.

CHAPTER 66.2 – Regulation of Lake Decatur Docks

Section 2.C. – Currently this section allows property owners adjacent to Lake Decatur to grant up to 3 easements to property owners within 500 feet of the lake to construct boat docks. In order to enhance economic development near the lake, it is proposed that property owners adjacent to the lake may grant up to 2 easements to property owners within 1,200 feet of the lake. Northwater Consulting recommends the discontinuance of these easements to conserve the lake’s shoreline and aesthetics, therefore the number of easements is proposed to be reduced from 3 to 2.

Section 2.D. – Currently there are no boat dock length and width dimension restrictions. In order to conserve the lake’s shoreline and aesthetics, Northwater Consulting recommends that reasonable dimensions be enacted. The dimensions are similar to Lake Springfield regulations.

Section 2.W. – Prohibits the use of docks for living quarters or places of residence.

Section 2.X. – In unincorporated areas adjacent to the lake, this section requires that initial or new dock permits not be allowed unless the unincorporated property adjacent to the proposed dock is annexed into the City, unless the City Manager or designee determines in writing that the unincorporated property does not require annexation.

Section 8 – Due to significant increases to the Consumer Price Index in 2021 and 2022, language has been added to this section so that the City Council must authorize any annual Lake Decatur permit fee increase that is 5% or higher.

PRIOR COUNCIL ACTION:

City Code Chapter 66 Regulation of Lake Decatur (Chapter 66) has been amended many times since it was first created many decades ago. The most recent significant amendments were adopted in 2012.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Illinois Department of Natural Resources and Northwater Consulting.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt and Jennifer will be present at the Council meeting. **LEGAL REVIEW:** These documents were submitted to the Legal Department for final review on January 17 and January 27, 2023.

BUDGET/TIME IMPLICATIONS:

It is desired that these amendments be authorized in February so that the 2023 boat and dock permit bills can be prepared and mailed to customers in a timely manner.

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur	Ordinance
Additions and Deletions - Amendments to City Code Chapter 66	Backup Material

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

-CHAPTER 66-

REGULATION OF LAKE DECATUR

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

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Abutting Property Owner means the owner of property or any portion thereof which touches, adjoins, is contiguous, adjacent or against, directly borders, is directly next to or lies next to any portion of any length of Zone A.

B. Dock Shore Line Zone 1 is that shore line lying to the north and west of the eastern edge of the breakwater located south of the Lake Office and that area lying to the south and west of the property formerly used as the Beach House.

C. Dock Shore Line Zone 2 is that shore line located to the west and south of Route 36 and north and west of Lost Bridge Road not included in Dock Shore Line Zone 1.

D. Dock Shore Line Zone 3 is all other shore line not included in Dock Shore Line Zone 1 or Dock Shore Line Zone 2.

E. Drainage Area shall refer to that area of land or water over which the City has jurisdiction that drains to the Sangamon River above the Decatur public water supply dam.

F. High Water Mark shall mean the contour known as 615 feet above sea level, referring to United States Government elevations as obtained from bench mark established in the City.

G. Intake shall mean the place where the water supply for the City is taken into the conduit or pipe from the reservoir.

H. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

I. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

J. Rea's Bridge shall mean the bridge which spans the original channel of the Sangamon River on County Highway 24 and in Section 33, Township 17 North, Range 3 East of the Third Principal Meridian, in Whitmore Township, Macon County, Illinois, and is commonly known as Rea's Bridge.

K. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described.

L. Shore Line means the extended point where the plane of the surface of the waters of the reservoir touches the land.

M. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

N. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

O. Watercourse shall mean any stream, channel, or natural or artificial spring of any kind in which water flows continuously or intermittently over any part of the drainage area into any part of the reservoir directly or indirectly.

P. William Street Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 105 and in Section 8, Decatur Township, Macon County, Illinois, and is commonly known as the William Street Bridge.

(Amended, Ordinance 2017-05, February 6, 2017)

2. ZONES DEFINED.

A. Zone A shall consist of all land lying within the high water mark or below the high water mark, in the reservoir site, whether flooded or not. This zone includes tributary watercourses upstream to the aforesaid high water mark.

B. Zone B shall consist of that portion of the drainage area within 100 feet of the high water mark around the reservoir and within the same distance of said high water mark of any of its tributaries extending upstream (following the channel of the stream) and a distance of one-half mile from the high water mark upstream of said tributaries, and shall include at certain places all

land extended from the 100 foot limit to the top of the bluffs and to the end of ravines where slopes are steep.

C. Zone C shall consist of territory within 100 feet of Zone B as specified.

D. Zone D shall constitute the territory within 500 feet of Zone C as specified.

E. Zone E shall constitute the remainder of the drainage area.

3. **TRESPASSING ON DAM.** No person shall, at any time, go onto or be upon the Lake Decatur dam across the Sangamon River, the dam spillway, water intake structure or the Sangamon River downstream of the Lake Decatur dam for a distance of 300 feet for any purpose except as directed or permitted by the City in the operation of City business. (Amended, Ordinance 2017-05, February 6, 2017)

4. **PROPERTY ADJACENT TO LAKE.**

A. Employees of the Lake Services Section of the Public Works Department are hereby authorized to perform all the duties and responsibilities of Parking Meter Checker, at the direction of the Chief of Police, but only as to those City-owned or City-leased premises directly adjacent to Lake Decatur. (Amended, Ordinance 2017-08, February 6, 2017)

B. The use of City owned property abutting Lake Decatur is restricted to maintaining an unpaved footpath to access the lake. Certain other uses and activities may be allowed after the acquisition of the appropriate permit(s) by the City including, but not limited to docks, ramps, stairs, structures, pools, hot tubs, hard surface footpaths, fire pits, fencing, retaining walls, shoreline stabilization, vegetation and tree removal.

C. Shoreline erosion in Zone A shall require remedial action by the abutting property owner. All shoreline erosion control and stabilization work shall require a permit from the City prior to the start of construction.

5. **BUILDINGS PROHIBITED.** No buildings or any structure, tent, camp car or trailer, whether for habitation or otherwise, shall be built or maintained within the limits of Zones A, B or C unless upon permit in writing by the City. No permit will be granted except upon proof of ability to comply with the provisions of Section 6 of this Chapter.

6. **DEPOSIT OF WASTE.**

A. No human wastes or excreta shall be deposited or stored in any manner whatever in Zone A. Such wastes in Zones B and C shall be deposited or stored in one of the following ways:

(1) In a water tight receptacle equipped with a power driven pump or ejector for emptying the same through water tight pipes or conduits only into a public sewer or a sewage treatment plant or septic tank located in Zone D, or at a point outside the restricted zone;

(2) An approved chemical toilet;

(3) An Imhoff-sprinkling filter unit or other method of final treatment, provided that no septic tank shall be placed closer than 200 feet to the high water mark nor any Imhoff-sprinkling filter unit or other method of final treatment closer than 165 feet to said high water mark.

B. Any method chosen for deposit of waste, as provided herein, shall be maintained in good working order by the owners, and be at all times subject to the inspection of the City and its officers.

C. Any cesspool, privy, urinal, water closet or other place of depositing or storage of human excreta now situated in Zone D must be made sanitary, and comply with the plans and specifications of all laws, regulations and ordinances of governments and governmental agencies.

D. No cesspool, privy, urinal, water closet or other place for depositing or storing human excreta shall hereafter be constructed within Zone D until a permit in writing has been obtained from the City.

E. No sewer or drain conveying sewage or other putrescible wastes shall be constructed in Zones A, B, C or D until a permit in writing has been obtained from the City. All such installations must be approved by the Public Works Director or designee both before and after installation. (Amended, Ordinance No. 2017-08, February 6, 2017)

7. **DISCHARGE OF WASTE.** House slops, sink wastes, laundry or like wastes of any other kind shall not be discharged at any point in Zones A, B or C. In Zone D such slops and wastes other than that including human excrement may be disposed of beneath the ground surface or in such manner that it shall not cause or threaten pollution of the reservoir or any tributary watercourses.

8. **POLLUTION IN ZONE A.** No person, firm or corporation shall permit the territory known as Zone A, or water situated therein, to be used, kept or maintained so as to cause pollution of the water in the reservoir.

9. **COMMERCIAL OR INDUSTRIAL WASTE.** No filth, decaying or putrescible matter, unsanitary waste products or polluted liquid from any factory, slaughter house, creamery, dairy or milk handling plant, mill, cannery, garage, or similar establishment of any kind, shall be discharged in such manner as to drain directly into the reservoir or its tributaries within the drainage area so as to threaten or cause pollution or nuisance.

10. **INTERMENTS.** No internment shall be made in any cemetery or other place of burial within Zones A, B, C or D or in Zone E within 1,500 feet of Zone A below the William Street Bridge.

11. GARBAGE AND ANIMAL MANURE.

A. No garbage, manure or other unsanitary putrescible refuse of any kind shall be thrown into the reservoir or onto or into the ground at any point in Zones A and B, or in Zone C, except animal manure and commercial fertilizers for agricultural and horticultural purposes.

B. No animal manure or commercial fertilizer for agricultural purposes shall be spread on the ground within Zones C and D in such quantities as to cause or threaten pollution of the reservoir or any tributary watercourses.

C. No dead animal or fish of any kind, or any part thereof, shall be thrown into the reservoir or tributary watercourses or on the ground or buried in Zones A, B or C, or buried in Zone D, which will result in or threaten pollution of the reservoir or tributary watercourses.

12. ANIMAL YARDS.

A. No stable, pigsty, hog yard, barn yard, chicken yard, hitching or standing place for animals, or any other place where dung and urine accumulate, shall be constructed or maintained within Zones A or B, or in Zone C below Oakley Bridge, except on the written approval of the City.

B. No stables, pigsty, hog yard, barn yard, chicken yard, hitching or standing place for animals or any other place where dung and urine accumulate, shall be located, constructed or maintained in Zone C or Zone D so as to threaten pollution of the reservoir or any tributary watercourses.

13. WASHING; BURNING. No animals of any kind or clothing or other articles shall be washed in the reservoir or tributaries thereof. The burning of trash, garbage or offensive material is prohibited on any portion of Lake Decatur and adjacent areas owned by the City of Decatur.

14. **DEPOSIT OF DEBRIS.** No person, firm, or corporation shall deposit, or cause or permit to be deposited, any debris or other materials such as, but not limited to, construction materials, concrete, trees, brush, weeds, soil or paint into Lake Decatur or any adjacent areas owned by the City of Decatur or so as to cover, disturb, or destroy any City maintained property on or near the Lake.

15. **BREACH OF THE PEACE.** It shall be unlawful for any person on or in the Lake, whether boating, swimming or otherwise, to do any act in such unreasonable manner as to alarm or disturb another and to provoke a breach of the peace, or to cause or permit in any manner loud and raucous sounds to be audible as such to any other craft, premises, or residence on or near the Lake.

16. **SWIMMING.** Swimming out of boats is allowed only in no wake areas, within 25 feet of boats. Swimming out of boats is prohibited in areas adjacent to Dock Shore Line Zones 1 and 2, all boat ramps, bridges and navigational channels. Diving "head first" is prohibited in all lake locations. Swimming from bridges, bridge piers, or bridge approaches is prohibited. Skin diving or scuba diving is prohibited except that permission may be granted by the Lake Supervisor or designee to a certified diver. The owner of any property adjacent to the lake shall permit no swimming from the adjacent property of children under the age of 16 years unless an adult who is an expert swimmer is present. No person shall swim from any adjacent property without owner's consent. There shall be no swimming from such adjacent property beyond 50 feet from shore. Swimming, skin diving or scuba diving, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

17. **INFECTIOUS DISEASES.**

A. No person or persons having any communicable or infectious disease or skin infection shall bathe or swim in Lake Decatur.

B. All persons using Lake Decatur for bathing and swimming purposes shall use the same so as not to create unsanitary conditions in or about said waters, so as not to pollute said waters, or make them unwholesome or unfit for use.

18. **CITY AUTHORITY.** The City shall at all times have and retain full power and authority to prohibit, limit or restrict bathing, swimming, boating, skiing, hunting and fishing in said Lake Decatur and its tributaries thereto for the purpose of preventing, suppressing, or arresting any epidemic or any communicable or infectious disease or for the purpose of safety to persons or property, or for the purpose of preserving the public water supply.

19. **HUNTING.** Hunting on Lake Decatur is hereby prohibited except the hunting of water fowl in season on that portion of Lake Decatur upstream from the Basin 6 sediment trap.

(Amended, Ordinance 2017-05, February 6, 2017)

20. **BLINDS DEFINED.** A blind shall mean any cover, whether natural vegetation or a structure, used for concealment by anyone in an act of hunting migratory waterfowls.

21. **LOCATION OF BLINDS.** No person shall establish or use any blind for the hunting of migratory water fowl on Lake Decatur except above the Basin 6 sediment trap, which blind shall not be set up within 200 yards of any other blind. No blind shall be built within 300 yards of any building, bridge, roadway or developed area of public access.

(Amended, Ordinance 2017-05, February 6, 2017)

22. **PERMITS FOR BLINDS.** No such blind shall be established on Lake Decatur, on property of the City adjacent to such Lake, or on any property from which a person fires a weapon

over such Lake or Lake property, until a written permit therefore has been first obtained from the Lake Supervisor or designee.

23. APPLICATION FOR BLINDS. Applications for permits to construct blinds as required in Section 22 herein shall be made upon forms to be furnished by the City and shall be accompanied by an initial fee of:

	Effective: March 1, 2022
Blind initial fee	\$57.50

for each new permit and a fee of:

	Effective: March 1, 2022
Blind annual fee	\$50.00

for all other blinds. (Amended Ordinance 2014-05, March 3, 2014)

24. ONE PERMIT. No person shall obtain more than one permit to construct a blind as required in Section 22 herein.

25. PERMIT NOT TRANSFERABLE. Permits obtained in accordance with Section 22 herein are for privileges personal to the permit holder and are not transferable and no blind shall be used by other than the permit holder without written permission of the permit holder thereof.

26. REGULATIONS FOR BLINDS.

A. Construction of a blind shall be completed by opening day of the first Fall Central Zone waterfowl season as established by the Illinois Department of Natural Resources.

(Amended, Ordinance 2017-05, February 6, 2017)

B. Any blind site not registered and with payment received by the Finance Department on opening day of the first Fall Central Zone waterfowl season of that year is hereby declared open and available for registration by another person.

(Amended, Ordinance 2017-05, February 6, 2017)

C. Any and all material left on an unregistered blind site becomes the property of the City of Decatur to be removed and disposed of at the expense of the last registered owner.

D. A blind permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation concerning blinds or hunting duly established hereunder or any other hunting ordinance or statute the violation of which occurred on or adjacent to Lake Decatur.

E. When a permit for a blind has been revoked, no permit shall be issued to the former permit holder for a period of one (1) year thereafter.

F. Any permit may in the discretion of the Lake Supervisor or designee be revoked, terminated or temporarily suspended as deemed necessary for the public good or safety.

G. A City-furnished permit number plate shall be displayed on the front of the blind when unoccupied; the permit holder shall affix thereto a decal or sticker evidencing payment of the permit fee for the then current year.

27. **DISCHARGING FIREARMS.** The discharge of firearms on or over Lake Decatur is forbidden except for the hunting of water fowl in season as permitted herein.

28. **AIRCRAFT.** The landing of aircraft is hereby prohibited on Lake Decatur.

29. **CAMPING.** Any person or persons using the drainage area of Lake Decatur for picnic, camping or other recreational purposes shall keep the premises neat and clean, pick up and remove in a satisfactory manner all paper, garbage, rubbish and debris, and before leaving the premises put out any fires made by such person or persons. Picnics and camping are prohibited below the high water level.

30. **FISHING.**

A. Fishing and the taking of aquatic life from boats is hereby prohibited in Lake Decatur in that area lying west of a line 300 feet upstream from the east side of the public highway known

as U.S. Route 51. Fishing and the taking of aquatic life from the Lake Decatur dam, dam spillway, spillway rocks and water intake structure is prohibited.

(Amended, Ordinance 2017-05, February 6, 2017)

B. No person shall take, catch, or attempt to take or catch, any fish or aquatic life in the reservoir by any method whatsoever except as set forth in 515 ILCS 5/1-1 et. seq. and 17 IL Admin. Code Parts 805, 810, 830, 860, 870, 875, 880, 885. Species limits specified in the aforementioned Illinois Compiled Statute and Illinois Administrative Code citations must also be abided by.

C. The taking of any fish or aquatic life from the Lake for commercial use or resale is allowed only with prior written approval by the Lake Supervisor or designee.

D. It shall be unlawful to use, set or place or control any bank lines, bank poles, limb lines, trotlines, snag lines, fishing jugs or any similar devices in, on or adjacent to Lake Decatur.

E. All persons using Lake Decatur for the taking of any fish or aquatic life shall use the same so as not to create any unsanitary conditions in or about Lake Decatur or so as not to pollute Lake Decatur and make it unwholesome or unfit for use.

F. Nothing herein enumerated in subsections (A) to (E) inclusive of this section, shall apply to or be construed to prevent or penalize anything done or caused to be done by the City or by agents of the Department of Natural Resources of the State in protecting or caring for the reservoir or the aquatic life therein.

(Amended, Ordinance 2017-05, February 6, 2017)

31. **ICE SKATING AND ICE FISHING.** No persons shall skate or otherwise be upon the ice of Lake Decatur except that persons may skate and ice fish within fifty (50) feet of an authorized dock in Dock Shore Line Zone 3 with the permission of the owner. Ice skating is allowed on Bayview Cove which is located north of Cantrell Street, south of Bayview Drive and

Irving Drive, east of North Country Club Road, and west of Lake Ridge Avenue. Ice skating is also allowed on Sand Creek Cove which is located north of Grove Road, south of South Shores Drive, east of Southland Road and west of Shoreline Drive. No person shall operate a motorized vehicle on the Lake ice except for emergency purposes.

(Amended, Ordinance 2017-05, February 6, 2017)

32. PENALTIES.

A. Any person, firm or corporation who shall violate any of the provisions of Section 6, 7, 8, 9, 10, 11, 12, 13 or 14 of this chapter shall be fined not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

B. Any person, firm or corporation who shall violate any of the provisions of Section 4 subparagraph B of this chapter shall be fined not less than Twenty Five Dollars (\$25.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance 2017-05, February 6, 2017)

C. Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter not enumerated in subparagraph A and B above shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

33. VIOLATION NOTICE AND COMPLAINT. Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge of a violation by any person, firm or corporation of any section of this Chapter, a Violation Notice and Complaint for said violation may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

34. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited for a violation of any section of this Chapter may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

35. ANNUAL PERMIT FEE ADJUSTMENT. Effective March 1, 2017, and continuing annually on March 1 thereafter, all permit fees contained in Section 23 of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher. (Amended Ordinance 2014-05, March 3, 2014)

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 66

REGULATION OF LAKE DECATUR

(Adopted Ordinance 2012-12, April 2, 2012)

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Abutting Property Owner means the owner of property or any portion thereof which touches, adjoins, is contiguous, adjacent or against, directly borders, is directly next to or lies next to any portion of any length of Zone A.

B. Dock Shore Line Zone 1 is that shore line lying to the north and west of the eastern edge of the breakwater located south of the Lake Office and that area lying to the south and west of the property formerly used as the Beach House.

C. Dock Shore Line Zone 2 is that shore line located to the west and south of Route 36 and north and west of Lost Bridge Road not included in Dock Shore Line Zone 1.

D. Dock Shore Line Zone 3 is all other shore line not included in Dock Shore Line Zone 1 or Dock Shore Line Zone 2.

E. Drainage Area shall refer to that area of land or water over which the City has jurisdiction that drains to the Sangamon River above the Decatur public water supply dam.

F. High Water Mark shall mean the contour known as 615 feet above sea level, referring to United States Government elevations as obtained from bench mark established in the City.

G. Intake shall mean the place where the water supply for the City is taken into the conduit or pipe from the reservoir.

Revised 02/2017

H. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

I. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

J. Rea's Bridge shall mean the bridge which spans the original channel of the Sangamon River on County Highway 24 and in Section 33, Township 17 North, Range 3 East of the Third Principal Meridian, in Whitmore Township, Macon County, Illinois, and is commonly known as Rea's Bridge.

K. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described.

L. Shore Line means the extended point where the plane of the surface of the waters of the reservoir touches the land.

M. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long

Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

N. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

O. Watercourse shall mean any stream, channel, or natural or artificial spring of any kind in which water flows continuously or intermittently over any part of the drainage area into any part of the reservoir directly or indirectly.

P. William Street Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 105 and in Section 8, Decatur Township, Macon County, Illinois, and is commonly known as the William Street Bridge.

(Amended, Ordinance 2017-05, February 6, 2017)

2. ZONES DEFINED.

A. Zone A shall consist of all land lying within the high water mark or below the high water mark, in the reservoir site, whether flooded or not. This zone includes tributary watercourses upstream to the aforesaid high water mark.

B. Zone B shall consist of that portion of the drainage area within 100 feet of the high water mark around the reservoir and within the same distance of said high water mark of any of its tributaries extending upstream (following the channel of the stream) and a distance of one-half mile from the high water mark upstream of said tributaries, and shall include at certain places all land extended from the 100 foot limit to the top of the bluffs and to the end of ravines where slopes are steep.

C. Zone C shall consist of territory within 100 feet of Zone B as specified.

D. Zone D shall constitute the territory within 500 feet of Zone C as specified.

E. Zone E shall constitute the remainder of the drainage area.

3. **TRESPASSING ON DAM.** No person shall, at any time, go onto or be upon the Lake Decatur dam across the Sangamon River, the dam spillway, water intake structure or the Sangamon River downstream of the Lake Decatur dam for a distance of 300 feet for any purpose except as directed or permitted by the City in the operation of City business. (Amended, Ordinance 2017-05, February 6, 2017)

4. **PROPERTY ADJACENT TO LAKE.**

A. Employees of the Lake Services Section of the Public Works Department are hereby authorized to perform all the duties and responsibilities of Parking Meter Checker, at the direction of the Chief of Police, but only as to those City-owned or City-leased premises directly adjacent to Lake Decatur. (Amended, Ordinance 2017-08, February 6, 2017)

B. The use of City owned property abutting Lake Decatur is restricted to maintaining an unpaved footpath to access the lake. Certain other uses and activities may be allowed after the acquisition of the appropriate permit(s) by the City including, but not limited to docks, ramps, stairs, structures, pools, hot tubs, hard surface footpaths, fire pits, fencing, retaining walls, shoreline stabilization, vegetation and tree removal.

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C unless upon permit in writing by the City. No permit will be granted except upon proof of ability to comply with the provisions of Section 6 of this Chapter.

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(1) In a water tight receptacle equipped with a power driven pump or ejector for emptying the same through water tight pipes or conduits only into a public sewer or a sewage treatment plant or septic tank located in Zone D, or at a point outside the restricted zone;

(2) An approved chemical toilet;

(3) An Imhoff-sprinkling filter unit or other method of final treatment, provided that no septic tank shall be placed closer than 200 feet to the high water mark nor any Imhoff-sprinkling filter unit or other method of final treatment closer than 165 feet to said high water mark.

B. Any method chosen for deposit of waste, as provided herein, shall be maintained in good working order by the owners, and be at all times subject to the inspection of the City and its officers.

C. Any cesspool, privy, urinal, water closet or other place of depositing or storage of human excreta now situated in Zone D must be made sanitary, and comply with the plans and specifications of all laws, regulations and ordinances of governments and governmental agencies.

D. No cesspool, privy, urinal, water closet or other place for depositing or storing human excreta shall hereafter be constructed within Zone D until a permit in writing has been obtained from the City.

E. No sewer or drain conveying sewage or other putrescible wastes shall be constructed in Zones A, B, C or D until a permit in writing has been obtained from the City. All such installations must be approved by the Public Works Director or designee both before and after installation. (Amended, Ordinance No. 2017-08, February 6, 2017)

7. **DISCHARGE OF WASTE.** House slops, sink wastes, laundry or like wastes of any other kind shall not be discharged at any point in Zones A, B or C. In Zone D such slops and wastes other than that including human excrement may be disposed of beneath the ground surface or in such manner that it shall not cause or threaten pollution of the reservoir or any tributary watercourses.

8. **POLLUTION IN ZONE A.** No person, firm or corporation shall permit the territory known as Zone A, or water situated therein, to be used, kept or maintained so as to cause pollution of the water in the reservoir.

9. **COMMERCIAL OR INDUSTRIAL WASTE.** No filth, decaying or putrescible matter, unsanitary waste products or polluted liquid from any factory, slaughter house, creamery, dairy or milk handling plant, mill, cannery, garage, or similar establishment of any kind, shall be discharged in such manner as to drain directly into the reservoir or its tributaries within the drainage area so as to threaten or cause pollution or nuisance.

10. **INTERMENTS.** No internment shall be made in any cemetery or other place of burial within Zones A, B, C or D or in Zone E within 1,500 feet of Zone A below the William Street Bridge.

11. **GARBAGE AND ANIMAL MANURE.**

A. No garbage, manure or other unsanitary putrescible refuse of any kind shall be thrown into the reservoir or onto or into the ground at any point in Zones A and B, or in Zone C, except animal manure and commercial fertilizers for agricultural and horticultural purposes.

B. No animal manure or commercial fertilizer for agricultural purposes shall be spread on the ground within Zones C and D in such quantities as to cause or threaten pollution of the reservoir or any tributary watercourses.

C. No dead animal or fish of any kind, or any part thereof, shall be thrown into the reservoir or tributary watercourses or on the ground or buried in Zones A, B or C, or buried in Zone D, which will result in or threaten pollution of the reservoir or tributary watercourses.

12. ANIMAL YARDS.

A. No stable, pigsty, hog yard, barn yard, chicken yard, hitching or standing place for animals, or any other place where dung and urine accumulate, shall be constructed or maintained within Zones A or B, or in Zone C below Oakley Bridge, except on the written approval of the City.

B. No stables, pigsty, hog yard, barn yard, chicken yard, hitching or standing place for animals or any other place where dung and urine accumulate, shall be located, constructed or maintained in Zone C or Zone D so as to threaten pollution of the reservoir or any tributary watercourses.

13. WASHING; BURNING. No animals of any kind or clothing or other articles shall be washed in the reservoir or tributaries thereof. The burning of trash, garbage or offensive material is prohibited on any portion of Lake Decatur and adjacent areas owned by the City of Decatur.

14. DEPOSIT OF DEBRIS. No person, firm, or corporation shall deposit, or cause or permit to be deposited, any debris or other materials such as, but not limited to, construction materials, concrete, trees, brush, weeds, soil or paint into Lake Decatur or any adjacent areas owned by the City of Decatur or so as to cover, disturb, or destroy any City maintained property on or near the Lake.

15. **BREACH OF THE PEACE.** It shall be unlawful for any person on or in the Lake, whether boating, swimming or otherwise, to do any act in such unreasonable manner as to alarm or disturb another and to provoke a breach of the peace, or to cause or permit in any manner loud and raucous sounds to be audible as such to any other craft, premises, or residence on or near the Lake.

16. **SWIMMING.** Swimming out of boats is allowed only in no wake areas, within 25 feet of boats. Swimming out of boats is prohibited in areas adjacent to Dock Shore Line Zones 1 and 2, all boat ramps, bridges and navigational channels. Diving "head first" is prohibited in all lake locations. Swimming from bridges, bridge piers, or bridge approaches is prohibited. Skin diving or scuba diving is prohibited except that permission may be granted by the Lake Supervisor or designee to a certified diver. The owner of any property adjacent to the lake shall permit no swimming from the adjacent property of children under the age of 16 years unless an adult who is

an expert swimmer is present. No person shall swim from any adjacent property without owner's consent. There shall be no swimming from such adjacent property beyond 50 feet from shore. Swimming, skin diving or scuba diving, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

17. INFECTIOUS DISEASES.

A. No person or persons having any communicable or infectious disease or skin infection shall bathe or swim in Lake Decatur.

B. All persons using Lake Decatur for bathing and swimming purposes shall use the same so as not to create unsanitary conditions in or about said waters, so as not to pollute said waters, or make them unwholesome or unfit for use.

18. CITY AUTHORITY. The City shall at all times have and retain full power and authority to prohibit, limit or restrict bathing, swimming, boating, skiing, hunting and fishing in said Lake Decatur and its tributaries thereto for the purpose of preventing, suppressing, or arresting any epidemic or any communicable or infectious disease or for the purpose of safety to persons or property, or for the purpose of preserving the public water supply.

19. HUNTING. Hunting on Lake Decatur is hereby prohibited except the hunting of water fowl in season on that portion of Lake Decatur upstream from the Basin 6 sediment trap.

(Amended, Ordinance 2017-05, February 6, 2017)

20. BLINDS DEFINED. A blind shall mean any cover, whether natural vegetation or a structure, used for concealment by anyone in an act of hunting migratory waterfowls.

21. LOCATION OF BLINDS. No person shall establish or use any blind for the hunting of migratory water fowl on Lake Decatur except above the Basin 6 sediment trap, which blind

shall not be set up within 200 yards of any other blind. No blind shall be built within 300 yards of any building, bridge, roadway or developed area of public access.

(Amended, Ordinance 2017-05, February 6, 2017)

22. **PERMITS FOR BLINDS.** No such blind shall be established on Lake Decatur, on property of the City adjacent to such Lake, or on any property from which a person fires a weapon over such Lake or Lake property, until a written permit therefore has been first obtained from the Lake Supervisor or designee.

23. **APPLICATION FOR BLINDS.** Applications for permits to construct blinds as required in Section 22 herein shall be made upon forms to be furnished by the City and shall be accompanied by an initial fee of:

	Effective: March 1, 2022
Blind initial fee	\$57.50

for each new permit and a fee of:

	Effective: March 1, 2022
Blind annual fee	\$50.00

for all other blinds. (Amended Ordinance 2014-05, March 3, 2014)

24. **ONE PERMIT.** No person shall obtain more than one permit to construct a blind as required in Section 22 herein.

25. **PERMIT NOT TRANSFERABLE.** Permits obtained in accordance with Section 22 herein are for privileges personal to the permit holder and are not transferable and no blind shall be used by other than the permit holder without written permission of the permit holder thereof.

26. **REGULATIONS FOR BLINDS.**

A. Construction of a blind shall be completed by opening day of the first Fall Central Zone waterfowl season as established by the Illinois Department of Natural Resources.

(Amended, Ordinance 2017-05, February 6, 2017)

B. Any blind site not registered and with payment received by the Finance Department on opening day of the first Fall Central Zone waterfowl season of that year is hereby declared open and available for registration by another person.

(Amended, Ordinance 2017-05, February 6, 2017)

C. Any and all material left on an unregistered blind site becomes the property of the City of Decatur to be removed and disposed of at the expense of the last registered owner.

D. A blind permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation concerning blinds or hunting duly established hereunder or any other hunting ordinance or statute the violation of which occurred on or adjacent to Lake Decatur.

E. When a permit for a blind has been revoked, no permit shall be issued to the former permit holder for a period of one (1) year thereafter.

F. Any permit may in the discretion of the Lake Supervisor or designee be revoked, terminated or temporarily suspended as deemed necessary for the public good or safety.

G. A City-furnished permit number plate shall be displayed on the front of the blind when unoccupied; the permit holder shall affix thereto a decal or sticker evidencing payment of the permit fee for the then current year.

27. **DISCHARGING FIREARMS.** The discharge of firearms on or over Lake Decatur is forbidden except for the hunting of water fowl in season as permitted herein.

28. **AIRCRAFT.** The landing of aircraft is hereby prohibited on Lake Decatur.

29. **CAMPING.** Any person or persons using the drainage area of Lake Decatur for picnic, camping or other recreational purposes shall keep the premises neat and clean, pick up and

remove in a satisfactory manner all paper, garbage, rubbish and debris, and before leaving the premises put out any fires made by such person or persons. Picnics and camping are prohibited below the high water level.

30. FISHING.

A. Fishing and the taking of aquatic life from boats is hereby prohibited in Lake Decatur in that area lying west of a line 300 feet upstream from the east side of the public highway known as U.S. Route 51. Fishing and the taking of aquatic life from the Lake Decatur dam, dam spillway, spillway rocks and water intake structure is prohibited.

(Amended, Ordinance 2017-05, February 6, 2017)

B. No person shall take, catch, or attempt to take or catch, any fish or aquatic life in the reservoir by any method whatsoever except as set forth in 515 ILCS 5/1-1 et. seq. and 17 IL Admin. Code Parts 805, 810, 830, 860, 870, 875, 880, 885. Species limits specified in the aforementioned Illinois Compiled Statute and Illinois Administrative Code citations must also be abided by.

C. The taking of any fish or aquatic life from the Lake for commercial use or resale is allowed only with prior written approval by the Lake Supervisor or designee.

D. It shall be unlawful to use, set or place or control any bank lines, bank poles, limb lines, trotlines, snag lines, fishing jugs or any similar devices in, on or adjacent to Lake Decatur.

E. All persons using Lake Decatur for the taking of any fish or aquatic life shall use the same so as not to create any unsanitary conditions in or about Lake Decatur or so as not to pollute Lake Decatur and make it unwholesome or unfit for use.

F. Nothing herein enumerated in subsections (A) to (E) inclusive of this section, shall apply to or be construed to prevent or penalize anything done or caused to be done by the City or

by agents of the Department of Natural Resources of the State in protecting or caring for the reservoir or the aquatic life therein.

(Amended, Ordinance 2017-05, February 6, 2017)

. **31. ICE SKATING AND ICE FISHING.** No persons shall skate or otherwise be upon the ice of Lake Decatur except that persons may skate and ice fish within fifty (50) feet of an authorized dock in Dock Shore Line Zone 3 with the permission of the owner. Ice skating is allowed on Bayview Cove which is located north of Cantrell Street, south of Bayview Drive and Irving Drive, east of North Country Club Road, and west of Lake Ridge Avenue. Ice skating is also allowed on Sand Creek Cove which is located north of Grove Road, south of South Shores Drive, east of Southland Road and west of Shoreline Drive. No person shall operate a motorized vehicle on the Lake ice except for emergency purposes.

(Amended, Ordinance 2017-05, February 6, 2017)

32. PENALTIES.

A. Any person, firm or corporation who shall violate any of the provisions of Section 6, 7, 8, 9, 10, 11, 12, 13 or 14 of this chapter shall be fined not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Five Hundred Dollars (\$1,500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

B. Any person, firm or corporation who shall violate any of the provisions of Section 4 subparagraph B of this chapter shall be fined not less than Twenty Five Dollars (\$25.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense. (Amended, Ordinance 2017-05, February 6, 2017)

C. Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter not enumerated in subparagraph A and B above shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

33. VIOLATION NOTICE AND COMPLAINT. Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge of a violation by any person, firm or corporation of any section of this Chapter, a Violation Notice and Complaint for said violation may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

34. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited for a violation of any section of this Chapter may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

35. ANNUAL PERMIT FEE ADJUSTMENT. Effective March 1, 2017, and continuing annually on March 1 thereafter, all permit fees contained in Section 23 of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher. (Amended Ordinance 2014-05, March 3, 2014

Public Works

DATE: 1/30/2023

MEMO: 2023-10

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Ordinance Adding City Code Chapter 66.1 Regulation of Lake Decatur Boating

BACKGROUND:

See original memo.

POTENTIAL OBJECTIONS: None foreseen.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Additions and Deletions City Code Chapter 66.1 Regulation of Lake Decatur Boating	Backup Material

ORDINANCE NO. _____

ORDINANCE ADDING CITY CODE

-CHAPTER 66.1-

REGULATION OF LAKE DECATUR BOATING

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

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Boat Harbor shall mean the northern and western lake shore between U.S. Route 36 and Lost Bridge Road and the water adjacent thereto is designated the boat harbor.

B. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

C. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

D. Rea's Bridge shall mean the bridge which spans the original channel of the Sangamon River on County Highway 24 and in Section 33, Township 17 North, Range 3 East of the Third Principal Meridian, in Whitmore Township, Macon County, Illinois, and is commonly known as Rea's Bridge.

E. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the

limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described. "Shore Line" means the extended point where the plane of the surface of the waters of the reservoir touches the land.

F. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

G. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

H. William Street Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 105 and in Section 8, Decatur Township, Macon County, Illinois, and is commonly known as the William Street Bridge.

"Definitions" as defined by the current Boat Registration and Safety Act, Article I, 625 ILCS 45/1-2, shall also apply to this Chapter.

2. **BOATING PROHIBITED - LAKE.** Boating of any kind or character is hereby prohibited in Lake Decatur in that area lying west of a line 300 feet upstream from the east side of the public highway known as U. S. Route 51.

3. **BOATING PROHIBITED - RIVER.** Boating of any kind or character is hereby prohibited on the Sangamon River between the Lake Decatur Reservoir Dam and 300 feet downstream of the Dam in the City of Decatur.

4. **BOATING REGULATIONS.** All boats on Lake Decatur shall be subject to the following regulations:

A. No boat, boat mooring or float shall be left in the Lake adrift, sunk or insecurely fastened.

B. No person or persons shall take, use or board any boat or dock in the Lake without permission of the owner or persons in charge.

C. No boats shall use the Lake Office pier or be moored in the area adjacent to the pier except by written permit from the Lake Supervisor or designee.

D. All boats passing under bridges shall pass under the right hand arch or as directed by official signs or buoys authorized by the Lake Supervisor or designee.

E. No boats or docks shall be constructed on Lake Decatur, or on City-owned property adjacent thereto, unless express written permission is granted by the Lake Supervisor or designee.

F. All boats and docks must be removed from Lake Decatur and City-owned property on or before November 15 of each year, unless express written permission authorizing non-removal is granted by the Lake Supervisor or designee.

G. When two boats are approaching each other "head on" or nearly so (so as to involve risk of collision), each boat must bear to the right and pass the other boat on its left side.

H. When boats approach each other obliquely or at right angles, the boat approaching on the right side has the right of way.

I. One boat may overtake another on either side but must grant right of way to the overtaken boat.

J. When a motorboat is approaching a boat propelled solely by sails or oars, the motorboat must yield the right of way to the sailboat or rowboat, except, when a large boat is navigating in a confined channel, the large boat has the right of way over a boat propelled solely by oars or sails.

K. No boat shall collide with, run against, strike, injure, deface, or damage any buoy, stake, sign, piling or other structure installed by the City or with the City's consent, or be anchored or moored so as to obstruct any bridge opening or approach or to obstruct the view of any buoy or navigation sign or signal.

L. No boat shall pass another while passing under any bridge.

M. No boat shall travel in excess of "no wake speed" while within 200 feet of either shore line, dock, or pier, or while passing under any bridge or in a marked restricted area; for purposes of this section "no wake speed" is defined as the speed at which a boat does not produce a wake, not to exceed 5 miles per hour.

N. Racing of any boats is hereby prohibited except for special events and in no event without a permit from the Lake Supervisor or designee.

O. Boat operation:

(1) Careless operation. No person shall operate a boat in a careless or heedless manner so as to endanger any person or property or at a rate of speed greater than will permit the person in the exercise of reasonable care to bring the boat to a stop within an assured clear distance ahead.

(2) Reckless operation. No person shall operate a boat, specialty prop-craft, personal watercraft or manipulate any water skis, aquaplane, or similar device in such a manner as

to willfully or wantonly endanger the life, limb or property of any person, to weave through congested waterway traffic, to jump the wake of another boat unreasonably or unnecessarily close to the other boat or when visibility around the other boat is obstructed, to wait until the last possible moment to swerve to avoid collision, or operate any boat so as to approach or pass another boat in such a manner or at such a rate of speed as to create a hazardous wake or wash.

P. All cabin boats must be inspected by the Lake Supervisor or designee before a permit is issued.

Q. No bottles, cans or other refuse shall be dumped into the Lake, on bridges or on the Lake's shoreline from any boat.

R. Operating a boat under the influence of alcohol or drugs is expressly prohibited.

(1) By operating a boat on Lake Decatur, a boat operator has given implied consent to alcohol and/or drug testing if arrested for operating under the influence.

(2) A boat operator is considered to be operating a boat under the influence of alcohol or drugs if:

(a) The alcohol concentration in the operator's blood or breath is 0.08% or more, or

(b) The operator is under the influence of any other drug or combination of drugs and/or alcohol to a degree that renders the operator incapable of safely operating the boat, or

(c) The operator has any amount of a drug, substance, or compound in their blood or urine resulting from the unlawful use or consumption of cannabis, a controlled substance, or an intoxicating compound.

(3) The fact that any person charged with violating this Section is or has been legally entitled to use alcohol or drugs or any combination of them, shall not constitute a defense against any charge of violating this Section.

S. All boats shall be subject to a no wake speed limit during the time period of 1 hour after sunset to sunrise, provided that this section shall not apply to patrol, law enforcement and emergency response boats.

T. No motorboat shall be equipped with any motor or other propulsion machinery beyond its safe power capacity and safe carrying capacity, taking into consideration the type and construction of such motorboat and other existing operating conditions.

U. It is unlawful to operate a motorboat without a mouth, hand or power operated whistle, horn or other device, capable of producing a blast of two seconds or more in duration and audible for at least one-half mile.

V. All motorboats fueled with gasoline, other than those propelled by a detachable outboard motor, must have a U.S. Coast Guard approved backfire flame arrestor on each carburetor.

W. Except for open boats, all motorboats which use fuel having a flashpoint of 110 degrees Fahrenheit or less shall have at least two ventilator ducts, fitted with cowls or their equivalent, for the efficient removal of fumes from the bilges of every engine and fuel tank compartment. There shall be at least one exhaust duct installed so as to extend from the open atmosphere to the lower portion of the bilge and at least midway to the bilge or at least below the level of the carburetor air intake. The cowls shall be located in such a manner to prevent displaced fumes from being recirculated.

X. Every motorboat equipped with storage batteries shall be provided with suitable supports and secured against shifting with the motion of the boat and shall be equipped with non-conductive terminal shields to prevent accidental shorting.

Y. No person may operate any motorboat, including personal watercraft or specialty prop-craft, which is equipped with a lanyard type engine cut-off switch unless such lanyard is properly attached to the person, worn clothing or worn PFD, as appropriate for the specific boat. No person may operate any motorboat, including personal watercraft or specialty prop-craft, which is equipped with a wireless cut-off system unless such system is properly activated.

Z. No person shall operate a personal watercraft, a specialty prop craft or eFoil board between the hours of sunset and sunrise.

5. BOATING OPERATIONS.

A. Persons using or operating any boat on the Lake shall not create any unsanitary condition in or about said waters by the discharge of oil or other polluting liquid making said waters unwholesome or unfit for water supply purposes or injurious to the aquatic life thereof.

B. No boat shall be used or operated, nor any horn or sound device sounded so as to create a nuisance or disturb the peace and quiet of any neighborhood.

C. No boat shall be equipped with a siren or flashing red and/or blue lights except patrol, law enforcement and emergency response boats.

D. No person or persons shall sit on the side of any motor or engine driven boat or on any portion of such boat that was not designed for that purpose by the manufacturer while said boat is underway. No person or persons shall ride on any boat in such a manner that any part of the body protrudes over the front, sides or rear of the boat.

E. It is unlawful to operate a motorboat equipped with an internal combustion engine on the Lake without at least one U. S. Coast Guard approved fire extinguisher, so placed as to be readily accessible and in such condition as to be ready for immediate and effective use.

F. No boat used or operated on the Lake shall be equipped with toilet facilities except closed chemical toilets which must be approved by the Lake Supervisor or designee.

G. Nothing herein shall be construed as permitting any boat to be operated at a speed greater than is safe and prudent under the circumstances, and the operator thereof shall observe all signs and other regulations placed by the City on or near the Lake.

6. **CITY AUTHORITY.** The City shall at all times have the power and authority to prohibit, restrict or otherwise limit or regulate the keeping, maintenance, or operation of any or all boats on the waters of the Lake should it become necessary to do so in the interest of the public health or safety, or for the protection or improvement of the Lake or other causes.

A. All boats may be ordered off the Lake at the direction of the Lake Supervisor or designee due to actual or impending inclement weather conditions.

B. The City and its authorized agents shall have the right and power to order a boat removed from the Lake which by reason of its physical condition is no longer safe for use. If the owner does not remove such boat as directed, the City shall have the right to remove such boat from the Lake. The owner thereof must pay a fee of One Hundred Dollars (\$100.00) before reclaiming any such boat, or a sum equal to the cost of labor, material and equipment expended by the City in connection with such action, whichever is higher and with a charge of Ten Dollars (\$10.00) for each day or part thereof during which the same is in the custody of the City, which said custody shall be at the risk of the owner thereof.

C. Any boat found abandoned or adrift in the Lake or any boat without a current permit sticker secured thereon shall be taken up by the City and disposed of as either lost or stolen property under the ordinances of the City. Nothing herein shall be construed as exonerating the owner or operator of any boat from personal liability to the City, or any other person, for any damage or injury caused by such boat. The City shall have the right to require an owner to pay a fee of Fifty Dollars (\$50.00) or the actual cost of removal as determined by the Lake Supervisor or designee before reclaiming any boat.

D. Any boat located, constructed, operated or maintained in violation of the provisions of this chapter, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice from the Lake Supervisor or designee. If a boat is not removed on the date herein set forth or when requested by the Lake Supervisor or designee, the same may be removed by the City and expense thereof charged to the boat owner.

7. BOATING SAFETY CERTIFICATES. Persons born on or after January 1, 1998 may operate a motorboat only if they are in possession of a Boating Safety Certificate accepted by the Illinois Department of Natural Resources. No person under 10 years of age may operate a motorboat. Persons at least 10 years of age and less than 12 years of age may operate a motorboat only if they are accompanied on the motorboat and under the direct control of a parent or guardian, or a person at least 18 years old designated by the parent or guardian. Persons at least 12 years of age and less than 18 years of age may operate a motorboat only if they are accompanied on the motorboat and under the direct control of a parent or guardian or a person at least 18 years of age designated by a parent or guardian, or such motorboat operator is in possession of a Boating Safety Certificate accepted by the Illinois Department of Natural Resources authorizing the holder to operate motorboats. Parents, guardians or designees born on or after January 1, 1998 must possess

a valid Boating Safety Certificate accepted by the Illinois Department of Natural Resources. Other Boating Safety Certificates, approved by the Illinois Department of Natural Resources, are deemed acceptable for the provisions of this Section.

8. PERSONAL FLotation DEVICES.

A. All boats must have at least one U. S. Coast Guard approved wearable personal flotation device for each person on board or being towed. All boats 16 feet or longer, except canoes and kayaks, also must carry one U. S. Coast Guard approved throwable device.

B. All children under the age of 13 must wear a personal flotation device on boats less than 26 feet in length when underway, unless they are below decks in an enclosed cabin.

C. A personal watercraft, specialty prop-craft or eFoil board may not be operated unless each person on board is wearing a U. S. Coast Guard approved personal flotation device. Inflatable personal flotation devices are not approved for personal watercraft, specialty prop-craft or eFoil board use.

D. In addition to being U. S. Coast Guard approved, all personal flotation devices must be:

- (1) In good and serviceable condition;
- (2) Readily accessible;
- (3) Of the proper size for the intended wearer; and,
- (4) Legibly marked with the U. S. Coast Guard approval number.

9. MUFFLERS REQUIRED.

A. All motorboats shall be equipped and maintained with an effective muffler or underwater exhaust system. For the purpose of this Section, an effective muffler or underwater exhaust system is one which does not produce sound levels that create excessive or unusual noise, or sound levels that exceed 90 decibels when subjected to a stationary sound level test or 75 when in operation on the Lake.

B. This Section does not apply to: (1) A motorboat tuning up for or participating in official trials for a sanctioned race or regatta conducted under a permit by the Lake Supervisor or designee; or (2) a motorboat being operated by a boat or marina engine manufacturer for the purpose of testing or development, as authorized by the Lake Supervisor or designee.

C. Any person violating subsections A or B of this Section: (1) shall be required to install an effective muffler system on the motorboat in violation; and (2) shall be required to pass the sound level test prescribed by the appropriate Society of Automotive Engineers procedure before putting the motorboat back into use on the Lake.

E. Any person who operates any motorboat upon the Lake shall be deemed to have given consent to the test or tests prescribed in this Section to determine if the motorboat is in compliance with the provisions of this Section.

10. WATER SKIING.

A. No person may operate a boat having in tow, or otherwise be assisting, a person on water-skis, aquaplane or similar device from the period of one-half hour after sunset to one-half hour before sunrise.

B. All water skiers, personal watercraft, specialty prop-craft operators, sail, surf or eFoil board riders, or any person being towed or otherwise assisted by a boat of any kind must wear a U.S. Coast Guard personal flotation device approved for the specific use.

C. No water skiing, surf board riding, or any type of towing or dragging of a person behind a boat is permitted within 200 feet of the shore line, docks or piers, or under any bridge, or in a no-wake area as herein defined, or in any other areas designated by the Lake Supervisor or designee.

D. When towing a person on water skis, aquaplane or similar device, the towing boat must have a capacity of at least three persons and must be occupied by at least two competent people. All persons being towed are considered part of the boat's carrying capacity. The operator of any boat that is towing a person or persons shall display on the boat a bright or brilliant orange flag measuring not less than 12 inches per side. The flag shall be displayed at the highest point of the area surrounding the boat's helm as to be visible from all directions, continuously, while the person or persons being towed depart the boat in preparation for towing and until reentry into the boat when the activity has ceased. Display of the flag for purposes other than the activity described in this Section is prohibited. The operator of such boat must be at least fifteen (15) years of age and the observer must be at least ten (10) years of age.

11. LIGHTS REQUIRED.

A. It is unlawful to operate any boat less than 26 feet in length from sunset to sunrise unless the following lights are carried and displayed when underway:

(1) A bright, white light aft to show all around the horizon, visible for a distance of 2 miles. The word "visible" as used herein means visible on a dark night with clear atmosphere;

(2) A combination light in the forepart of the boat lower than the white light aft, showing green to starboard and red to port, so fixed as to throw a light from dead ahead to 2 points abaft the beam on their respective sides and visible for a distance of not less than one mile;

(3) Lights under International Rules may be shown as an alternative to the above requirements.

B. Boat propelled by muscular power when underway shall carry on board from sunset to sunrise, but not fixed to any part of the boat, a lantern or flashlight capable of showing a white light visible all around the horizon at a distance of two miles or more, and shall display such lantern in sufficient time to avoid collision with another boat.

C. Every boat 26 feet or more in length shall carry and display when underway such additional or alternate lights as shall be required by the U. S. Coast Guard for boat of equivalent length and type.

D. Sailboats equipped with motors and being propelled partly or solely by such motors shall carry and display the same lights required for motorboats of the same class. Sailboats of less than 26 feet in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the combination running light, but not the white light aft. Sailboats 26 feet or more in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the colored side lights suitably screened, but not the white lights prescribed for motorboats.

E. Dinghies, tenders and other boats, whose principal function is as an auxiliary to other larger boat, when so operating need carry only a flashlight visible to other boats in the area.

F. Boats at anchor between the hours of sunset and sunrise shall display such anchor lights as shall be required by the U. S. Coast Guard for boats of equivalent length and type.

12. BOAT PERMITS AND REGISTRATION.

A. No boat shall be kept or used on or in Lake Decatur unless the same is registered and currently permitted by the City of Decatur.

B. Applications for initial registration shall be accompanied by a then current State license.

C. Applications for permits shall be accompanied by a fee as follows for each boat:

Effective: March 1, 2022

Row boats, canoes, kayaks and other boat propelled by muscle power	\$30.00
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Sail boats	\$50.00
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Motor boats

1-50	horsepower	\$57.50
51-100	horsepower	\$70.50
101-150	horsepower	\$80.50
151-200	horsepower	\$93.50
over 200	horsepower	\$103.50

The horsepower of an engine is that determined by the manufacturer thereof. In case a boat is so constructed or rigged to be propelled by more than one type or size of propulsion, the fee to be paid shall be the higher fee specified herein for the several sizes or types of propulsion. Boats owned or operated by government agencies, and boats participating in an event preapproved by the City Manager or designee, are exempt from permitting fees.

D. Permits shall be evidenced by such tags, tickets, plates, decals, stickers or other such devices as may be determined by the departments concerned therewith, may be furnished by the City and shall be so affixed to and continuously displayed on the subject boat for the time the same is currently in effect as may be directed by the Lake Supervisor or designee.

E. A boat may be kept or used on or in the Lake without a permit or registration for a period of twenty-four (24) hours, if a temporary permit is issued therefore and is displayed thereon, which said permits may be issued upon payment accompanying the application of Fifteen Dollars (\$15.00) for each boat for each respective twenty-four (24) hour period.

F. Boats may be kept or used on or in the Lake without registration if the same is owned by a boat dealer licensed by the State of Illinois and is used for business purposes and said dealer

obtains a City permit upon application accompanied by a fee of \$367.00, effective March 1, 2022, for not more than four boats.

G. Boat registration numbers shall remain with the boat upon transfer of title thereto. No part of a permit fee shall be refundable, or shall fees be prorated, or permits be transferred between boats.

H. Permits shall be issued for the period of one year commencing March 1, and expire on the last day of February next after issuance.

13. **BOAT RENTALS.** The business of renting boats for hire or carrying passengers for hire on the Lake is prohibited except as may be authorized by permit issued by the Lake Supervisor or designee and only to those persons currently licensed by the State of Illinois for the same activity. All provisions of this Chapter shall apply to such boats; and all such boats may be inspected by the City from time to time during their period of operation on the Lake. Any such boats failing to have adequate life preservers in place as when permitted, or otherwise failing to pass inspection, shall be made to comply with the provisions hereof before further operation. No individual operator or employee or anyone operating any boat carrying passengers for hire shall be permitted to operate such boat unless they are physically fit for such duty, has adequate knowledge of the boat mechanism, is familiar with the ordinances, rules and regulations for the operation of boats on the Lake and with the commonly approved safety regulations and measures to be used in case of accident or emergency, including instructions of passengers in the use of safety equipment and their conduct in case of emergency. Each such operator or employee shall at all times be subject to an examination and approval by the City as to such qualifications; and any determination by the City as to such qualifications shall be conclusive. The provisions of this section shall apply to the owner or operator of such boat or to the person, firm or corporation in

whose name a permit was obtained. It shall be unlawful for an agent or employee of a permittee to allow the operation of such boat for hire in violation of this Chapter or any applicable State law. Such permit shall apply to all boats rented by any person, firm or corporation and may be revoked upon evidence that the permit holder has been convicted of any violation of this Chapter or applicable State law.

14. ICE BOATING.

A. No person shall operate or use any ice boat upon the ice of Lake Decatur unless such boat is permitted therefor. Applications for such permits shall be made to the Finance Department. No permit for any ice boat shall be issued unless and until the owner of such boat agrees to indemnify and hold harmless the City from and against all causes of action arising out of the operation of said boat upon the Lake, in a form to be approved by the Corporation Counsel. Such permits shall be effective from December 1 through the last day of February of the succeeding year. The fee for such permit shall be Fifty Dollars (\$50.00).

B. A temporary permit for an ice boat, good for not to exceed three (3) days, may be obtained. Such temporary permits shall be issued in like manner and with such indemnities as are provided for in Section A hereof. The fee for such permit shall be Twenty Five Dollars (\$25.00).

15. ANNUAL PERMIT FEE ADJUSTMENT. All permit fees contained in Sections 12(D), 12(G) and 14(A) of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher.

16. REVOCATION OF PERMITS. Any permit issued under the provisions of this Chapter may be revoked or suspended for violation of the rules or regulations hereof, in whole or in part. Under no condition may the holder of a boat permit which has been suspended or revoked operate any boat of any type during such period of revocation or suspension.

17. PENALTIES. Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

18. VIOLATION NOTICE AND COMPLAINT. Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge of a violation by any person, firm or corporation of any section of this Chapter, a Violation Notice and Complaint for said violation may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

19. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited for a violation of any section of this Chapter may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023

CITY CLERK

ADDITIONS AND DELETIONS

-CHAPTER 66.1-

REGULATION OF LAKE DECATUR BOATING

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Boat Harbor shall mean the northern and western lake shore between U.S. Route 36 and Lost Bridge Road and the water adjacent thereto is designated the boat harbor.

B. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

C. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

D. Rea's Bridge shall mean the bridge which spans the original channel of the Sangamon River on County Highway 24 and in Section 33, Township 17 North, Range 3 East of the Third Principal Meridian, in Whitmore Township, Macon County, Illinois, and is commonly known as Rea's Bridge.

E. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and

South across what is known as the Oakley Bridge, hereinafter described. "Shore Line" means the extended point where the plane of the surface of the waters of the reservoir touches the land.

F. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

G. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

H. William Street Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 105 and in Section 8, Decatur Township, Macon County, Illinois, and is commonly known as the William Street Bridge.

"Definitions" as defined by the current Boat Registration and Safety Act, Article I, 625 ILCS 45/1-2, shall also apply to this Chapter.

2. **BOATING PROHIBITED - LAKE.** Boating of any kind or character is hereby prohibited in Lake Decatur in that area lying west of a line 300 feet upstream from the east side of the public highway known as U. S. Route 51.

3. **BOATING PROHIBITED - RIVER.** Boating of any kind or character is hereby prohibited on the Sangamon River between the Lake Decatur Reservoir Dam and 300 feet downstream of the Dam in the City of Decatur.

4. **BOATING REGULATIONS.** All boats on Lake Decatur shall be subject to the following regulations:

A. No boat, boat mooring or float shall be left in the Lake adrift, sunk or insecurely fastened.

B. No person or persons shall take, use or board any boat or dock in the Lake without permission of the owner or persons in charge.

C. No boats shall use the Lake Office pier or be moored in the area adjacent to the pier except by written permit from the Lake Supervisor or designee.

D. All boats passing under bridges shall pass under the right hand arch or as directed by official signs or buoys authorized by the Lake Supervisor or designee.

E. No boats or docks shall be constructed on Lake Decatur, or on City-owned property adjacent thereto, unless express written permission is granted by the Lake Supervisor or designee.

F. All boats and docks must be removed from Lake Decatur and City-owned property on or before November 15 of each year, unless express written permission authorizing non-removal is granted by the Lake Supervisor or designee.

G. When two boats are approaching each other "head on" or nearly so (so as to involve risk of collision), each boat must bear to the right and pass the other boat on its left side.

H. When boats approach each other obliquely or at right angles, the boat approaching on the right side has the right of way.

I. One boat may overtake another on either side but must grant right of way to the overtaken boat.

J. When a motorboat is approaching a boat propelled solely by sails or oars, the motorboat must yield the right of way to the sailboat or rowboat, except, when a large boat is navigating in a confined channel, the large boat has the right of way over a boat propelled solely by oars or sails.

K. No boat shall collide with, run against, strike, injure, deface, or damage any buoy, stake, sign, piling or other structure installed by the City or with the City's consent, or be anchored or moored so as to obstruct any bridge opening or approach or to obstruct the view of any buoy or navigation sign or signal.

L. No boat shall pass another while passing under any bridge.

M. No boat shall travel in excess of "no wake speed" while within 200 feet of either shore line, dock, or pier, or while passing under any bridge or in a marked restricted area; for purposes of this section "no wake speed" is defined as the speed at which a boat does not produce a wake, not to exceed 5 miles per hour.

N. Racing of any boats is hereby prohibited except for special events and in no event without a permit from the Lake Supervisor or designee.

O. Boat operation:

(1) Careless operation. No person shall operate a boat in a careless or heedless manner so as to endanger any person or property or at a rate of speed greater than will permit the person in the exercise of reasonable care to bring the boat to a stop within an assured clear distance ahead.

(2) Reckless operation. No person shall operate a boat, specialty prop-craft, personal watercraft or manipulate any water skis, aquaplane, or similar device in such a manner as to willfully or wantonly endanger the life, limb or property of any person, to weave through congested waterway traffic, to jump the wake of another boat unreasonably or unnecessarily close to the other boat or when visibility around the other boat is obstructed, to wait until the last possible moment to swerve to avoid collision, or operate any boat so as to approach or pass another boat in such a manner or at such a rate of speed as to create a hazardous wake or wash.

P. All cabin boats must be inspected by the Lake Supervisor or designee before a permit is issued.

Q. No bottles, cans or other refuse shall be dumped into the Lake, on bridges or on the Lake's shoreline from any boat.

R. Operating a boat under the influence of alcohol or drugs is expressly prohibited.

(1) By operating a boat on Lake Decatur, a boat operator has given implied consent to alcohol and/or drug testing if arrested for operating under the influence.

(2) A boat operator is considered to be operating a boat under the influence of alcohol or drugs if:

(a) The alcohol concentration in the operator's blood or breath is 0.08% or more, or

(b) The operator is under the influence of any other drug or combination of drugs and/or alcohol to a degree that renders the operator incapable of safely operating the boat, or

(c) The operator has any amount of a drug, substance, or compound in their blood or urine resulting from the unlawful use or consumption of cannabis, a controlled substance, or an intoxicating compound.

(3) The fact that any person charged with violating this Section is or has been legally entitled to use alcohol or drugs or any combination of them, shall not constitute a defense against any charge of violating this Section.

S. All boats shall be subject to a no wake speed limit during the time period of 1 hour after sunset to sunrise, provided that this section shall not apply to patrol, law enforcement and emergency response boats.

T. No motorboat shall be equipped with any motor or other propulsion machinery beyond its safe power capacity and safe carrying capacity, taking into consideration the type and construction of such motorboat and other existing operating conditions.

U. It is unlawful to operate a motorboat without a mouth, hand or power operated whistle, horn or other device, capable of producing a blast of two seconds or more in duration and audible for at least one-half mile.

V. All motorboats fueled with gasoline, other than those propelled by a detachable outboard motor, must have a U.S. Coast Guard approved backfire flame arrestor on each carburetor.

W. Except for open boats, all motorboats which use fuel having a flashpoint of 110 degrees Fahrenheit or less shall have at least two ventilator ducts, fitted with cowls or their equivalent, for the efficient removal of fumes from the bilges of every engine and fuel tank compartment. There shall be at least one exhaust duct installed so as to extend from the open atmosphere to the lower portion of the bilge and at least midway to the bilge or at least below the level of the carburetor air intake. The cowls shall be located in such a manner to prevent displaced fumes from being recirculated.

X. Every motorboat equipped with storage batteries shall be provided with suitable supports and secured against shifting with the motion of the boat and shall be equipped with non-conductive terminal shields to prevent accidental shorting.

Y. No person may operate any motorboat, including personal watercraft or specialty prop-craft, which is equipped with a lanyard type engine cut-off switch unless such lanyard is properly attached to the person, worn clothing or worn PFD, as appropriate for the specific boat. No person

may operate any motorboat, including personal watercraft or specialty prop-craft, which is equipped with a wireless cut-off system unless such system is properly activated.

Z. No person shall operate a personal watercraft, a specialty prop craft or eFoil board between the hours of sunset and sunrise.

5. BOATING OPERATIONS.

A. Persons using or operating any boat on the Lake shall not create any unsanitary condition in or about said waters by the discharge of oil or other polluting liquid making said waters unwholesome or unfit for water supply purposes or injurious to the aquatic life thereof.

B. No boat shall be used or operated, nor any horn or sound device sounded so as to create a nuisance or disturb the peace and quiet of any neighborhood.

C. No boat shall be equipped with a siren or flashing red and/or blue lights except patrol, law enforcement and emergency response boats.

D. No person or persons shall sit on the side of any motor or engine driven boat or on any portion of such boat that was not designed for that purpose by the manufacturer while said boat is underway. No person or persons shall ride on any boat in such a manner that any part of the body protrudes over the front, sides or rear of the boat.

E. It is unlawful to operate a motorboat equipped with an internal combustion engine on the Lake without at least one U. S. Coast Guard approved fire extinguisher, so placed as to be readily accessible and in such condition as to be ready for immediate and effective use.

F. No boat used or operated on the Lake shall be equipped with toilet facilities except closed chemical toilets which must be approved by the Lake Supervisor or designee.

G. Nothing herein shall be construed as permitting any boat to be operated at a speed greater than is safe and prudent under the circumstances, and the operator thereof shall observe all signs and other regulations placed by the City on or near the Lake.

6. **CITY AUTHORITY.** The City shall at all times have the power and authority to prohibit, restrict or otherwise limit or regulate the keeping, maintenance, or operation of any or all boats on the waters of the Lake should it become necessary to do so in the interest of the public health or safety, or for the protection or improvement of the Lake or other causes.

A. All boats may be ordered off the Lake at the direction of the Lake Supervisor or designee due to actual or impending inclement weather conditions.

B. The City and its authorized agents shall have the right and power to order a boat removed from the Lake which by reason of its physical condition is no longer safe for use. If the owner does not remove such boat as directed, the City shall have the right to remove such boat from the Lake. The owner thereof must pay a fee of One Hundred Dollars (\$100.00) before reclaiming any such boat, or a sum equal to the cost of labor, material and equipment expended by the City in connection with such action, whichever is higher and with a charge of Ten Dollars (\$10.00) for each day or part thereof during which the same is in the custody of the City, which said custody shall be at the risk of the owner thereof.

C. Any boat found abandoned or adrift in the Lake or any boat without a current permit sticker secured thereon shall be taken up by the City and disposed of as either lost or stolen property under the ordinances of the City. Nothing herein shall be construed as exonerating the owner or operator of any boat from personal liability to the City, or any other person, for any damage or injury caused by such boat. The City shall have the right to require an owner to pay a fee of Fifty

Dollars (\$50.00) or the actual cost of removal as determined by the Lake Supervisor or designee before reclaiming any boat.

D. Any boat located, constructed, operated or maintained in violation of the provisions of this chapter, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice from the Lake Supervisor or designee. If a boat is not removed on the date herein set forth or when requested by the Lake Supervisor or designee, the same may be removed by the City and expense thereof charged to the boat owner.

7. BOATING SAFETY CERTIFICATES. Persons born on or after January 1, 1998 may operate a motorboat only if they are in possession of a Boating Safety Certificate accepted by the Illinois Department of Natural Resources. No person under 10 years of age may operate a motorboat. Persons at least 10 years of age and less than 12 years of age may operate a motorboat only if they are accompanied on the motorboat and under the direct control of a parent or guardian, or a person at least 18 years old designated by the parent or guardian. Persons at least 12 years of age and less than 18 years of age may operate a motorboat only if they are accompanied on the motorboat and under the direct control of a parent or guardian or a person at least 18 years of age designated by a parent or guardian, or such motorboat operator is in possession of a Boating Safety Certificate accepted by the Illinois Department of Natural Resources authorizing the holder to operate motorboats. Parents, guardians or designees born on or after January 1, 1998 must possess a valid Boating Safety Certificate accepted by the Illinois Department of Natural Resources. Other Boating Safety Certificates, approved by the Illinois Department of Natural Resources, are deemed acceptable for the provisions of this Section.

8. PERSONAL FLOTATION DEVICES.

A. All boats must have at least one U. S. Coast Guard approved wearable personal flotation device for each person on board or being towed. All boats 16 feet or longer, except canoes and kayaks, also must carry one U. S. Coast Guard approved throwable device.

B. All children under the age of 13 must wear a personal flotation device on boats less than 26 feet in length when underway, unless they are below decks in an enclosed cabin.

C. A personal watercraft, specialty prop-craft or eFoil board may not be operated unless each person on board is wearing a U. S. Coast Guard approved personal flotation device. Inflatable personal flotation devices are not approved for personal watercraft, specialty prop-craft or eFoil board use.

D. In addition to being U. S. Coast Guard approved, all personal flotation devices must be:

(1) In good and serviceable condition;

(2) Readily accessible;

(3) Of the proper size for the intended wearer; and,

(4) Legibly marked with the U. S. Coast Guard approval number.

9. MUFFLERS REQUIRED.

A. All motorboats shall be equipped and maintained with an effective muffler or underwater exhaust system. For the purpose of this Section, an effective muffler or underwater exhaust system is one which does not produce sound levels that create excessive or unusual noise, or sound levels that exceed 90 decibels when subjected to a stationary sound level test or 75 when in operation on the Lake.

B. This Section does not apply to: (1) A motorboat tuning up for or participating in official trials for a sanctioned race or regatta conducted under a permit by the Lake Supervisor or designee;

or (2) a motorboat being operated by a boat or marina engine manufacturer for the purpose of testing or development, as authorized by the Lake Supervisor or designee.

C. Any person violating subsections A or B of this Section: (1) shall be required to install an effective muffler system on the motorboat in violation; and (2) shall be required to pass the sound level test prescribed by the appropriate Society of Automotive Engineers procedure before putting the motorboat back into use on the Lake.

E. Any person who operates any motorboat upon the Lake shall be deemed to have given consent to the test or tests prescribed in this Section to determine if the motorboat is in compliance with the provisions of this Section.

10. WATER SKIING.

A. No person may operate a boat having in tow, or otherwise be assisting, a person on water-skis, aquaplane or similar device from the period of one-half hour after sunset to one-half hour before sunrise.

B. All water skiers, personal watercraft, specialty prop-craft operators, sail, surf or eFoil board riders, or any person being towed or otherwise assisted by a boat of any kind must wear a U.S. Coast Guard personal flotation device approved for the specific use.

C. No water skiing, surf board riding, or any type of towing or dragging of a person behind a boat is permitted within 200 feet of the shore line, docks or piers, or under any bridge, or in a no-wake area as herein defined, or in any other areas designated by the Lake Supervisor or designee.

D. When towing a person on water skis, aquaplane or similar device, the towing boat must have a capacity of at least three persons and must be occupied by at least two competent people. All persons being towed are considered part of the boat's carrying capacity. The operator of any boat that is towing a person or persons shall display on the boat a bright or brilliant orange flag

measuring not less than 12 inches per side. The flag shall be displayed at the highest point of the area surrounding the boat's helm as to be visible from all directions, continuously, while the person or persons being towed depart the boat in preparation for towing and until reentry into the boat when the activity has ceased. Display of the flag for purposes other than the activity described in this Section is prohibited. The operator of such boat must be at least fifteen (15) years of age and the observer must be at least ten (10) years of age.

11. LIGHTS REQUIRED.

A. It is unlawful to operate any boat less than 26 feet in length from sunset to sunrise unless the following lights are carried and displayed when underway:

(1) A bright, white light aft to show all around the horizon, visible for a distance of 2 miles. The word "visible" as used herein means visible on a dark night with clear atmosphere;

(2) A combination light in the forepart of the boat lower than the white light aft, showing green to starboard and red to port, so fixed as to throw a light from dead ahead to 2 points abaft the beam on their respective sides and visible for a distance of not less than one mile;

(3) Lights under International Rules may be shown as an alternative to the above requirements.

B. Boat propelled by muscular power when underway shall carry on board from sunset to sunrise, but not fixed to any part of the boat, a lantern or flashlight capable of showing a white light visible all around the horizon at a distance of two miles or more, and shall display such lantern in sufficient time to avoid collision with another boat.

C. Every boat 26 feet or more in length shall carry and display when underway such additional or alternate lights as shall be required by the U. S. Coast Guard for boat of equivalent length and type.

D. Sailboats equipped with motors and being propelled partly or solely by such motors shall carry and display the same lights required for motorboats of the same class. Sailboats of less than 26 feet in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the combination running light, but not the white light aft. Sailboats 26 feet or more in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the colored side lights suitably screened, but not the white lights prescribed for motorboats.

E. Dinghies, tenders and other boats, whose principal function is as an auxiliary to other larger boat, when so operating need carry only a flashlight visible to other boats in the area.

F. Boats at anchor between the hours of sunset and sunrise shall display such anchor lights as shall be required by the U. S. Coast Guard for boats of equivalent length and type.

12. BOAT PERMITS AND REGISTRATION.

A. No boat shall be kept or used on or in Lake Decatur unless the same is registered and currently permitted by the City of Decatur.

B. Applications for initial registration shall be accompanied by a then current State license.

C. Applications for permits shall be accompanied by a fee as follows for each boat:

<u>Effective: March 1, 2022</u>		
<u>Row boats, canoes, kayaks and other</u>		
<u>boat propelled by muscle power</u>		<u>\$30.00</u>
<u>Sail boats</u>		<u>\$50.00</u>
<u>Motor boats</u>		
<u>1-50</u>	<u>horsepower</u>	<u>\$57.50</u>
<u>51-100</u>	<u>horsepower</u>	<u>\$70.50</u>
<u>101-150</u>	<u>horsepower</u>	<u>\$80.50</u>
<u>151-200</u>	<u>horsepower</u>	<u>\$93.50</u>
<u>over 200</u>	<u>horsepower</u>	<u>\$103.50</u>

The horsepower of an engine is that determined by the manufacturer thereof. In case a boat is so constructed or rigged to be propelled by more than one type or size of propulsion, the fee to be paid shall be the higher fee specified herein for the several sizes or types of propulsion. Boats owned or operated by government agencies, and boats participating in an event preapproved by the City Manager or designee, are exempt from permitting fees.

D. Permits shall be evidenced by such tags, tickets, plates, decals, stickers or other such devices as may be determined by the departments concerned therewith, may be furnished by the City and shall be so affixed to and continuously displayed on the subject boat for the time the same is currently in effect as may be directed by the Lake Supervisor or designee.

E. A boat may be kept or used on or in the Lake without a permit or registration for a period of twenty-four (24) hours, if a temporary permit is issued therefore and is displayed thereon, which said permits may be issued upon payment accompanying the application of Fifteen Dollars (\$15.00) for each boat for each respective twenty-four (24) hour period.

F. Boats may be kept or used on or in the Lake without registration if the same is owned by a boat dealer licensed by the State of Illinois and is used for business purposes and said dealer obtains a City permit upon application accompanied by a fee of \$367.00, effective March 1, 2022, for not more than four boats.

G. Boat registration numbers shall remain with the boat upon transfer of title thereto. No part of a permit fee shall be refundable, or shall fees be prorated, or permits be transferred between boats.

H. Permits shall be issued for the period of one year commencing March 1, and expire on the last day of February next after issuance.

13. BOAT RENTALS. The business of renting boats for hire or carrying passengers for hire on the Lake is prohibited except as may be authorized by permit issued by the Lake Supervisor or designee and only to those persons currently licensed by the State of Illinois for the same activity. All provisions of this Chapter shall apply to such boats; and all such boats may be inspected by the City from time to time during their period of operation on the Lake. Any such boats failing to have adequate life preservers in place as when permitted, or otherwise failing to pass inspection, shall be made to comply with the provisions hereof before further operation. No individual operator or employee or anyone operating any boat carrying passengers for hire shall be permitted to operate such boat unless they are physically fit for such duty, has adequate knowledge of the boat mechanism, is familiar with the ordinances, rules and regulations for the operation of boats on the Lake and with the commonly approved safety regulations and measures to be used in case of accident or emergency, including instructions of passengers in the use of safety equipment and their conduct in case of emergency. Each such operator or employee shall at all times be subject to an examination and approval by the City as to such qualifications; and any determination by the City as to such qualifications shall be conclusive. The provisions of this section shall apply to the owner or operator of such boat or to the person, firm or corporation in whose name a permit was obtained. It shall be unlawful for an agent or employee of a permittee to allow the operation of such boat for hire in violation of this Chapter or any applicable State law. Such permit shall apply to all boats rented by any person, firm or corporation and may be revoked upon evidence that the permit holder has been convicted of any violation of this Chapter or applicable State law.

14. ICE BOATING.

A. No person shall operate or use any ice boat upon the ice of Lake Decatur unless such boat is permitted therefor. Applications for such permits shall be made to the Finance Department. No permit for any ice boat shall be issued unless and until the owner of such boat agrees to indemnify and hold harmless the City from and against all causes of action arising out of the operation of said boat upon the Lake, in a form to be approved by the Corporation Counsel. Such permits shall be effective from December 1 through the last day of February of the succeeding year. The fee for such permit shall be Fifty Dollars (\$50.00).

B. A temporary permit for an ice boat, good for not to exceed three (3) days, may be obtained. Such temporary permits shall be issued in like manner and with such indemnities as are provided for in Section A hereof. The fee for such permit shall be Twenty Five Dollars (\$25.00).

15. **ANNUAL PERMIT FEE ADJUSTMENT.** All permit fees contained in Sections 12(D), 12(G) and 14(A) of this Chapter will increase by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher.

16. **REVOCATION OF PERMITS.** Any permit issued under the provisions of this Chapter may be revoked or suspended for violation of the rules or regulations hereof, in whole or in part. Under no condition may the holder of a boat permit which has been suspended or revoked operate any boat of any type during such period of revocation or suspension.

17. **PENALTIES.** Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor

more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

18. VIOLATION NOTICE AND COMPLAINT. Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge of a violation by any person, firm or corporation of any section of this Chapter, a Violation Notice and Complaint for said violation may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

19. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited for a violation of any section of this Chapter may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

Public Works

DATE: 1/30/2023

MEMO: 2023-10

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Ordinance Adding City Code, Chapter 66.2 Regulation of Lake Decatur Docks

BACKGROUND: See original memo.

POTENTIAL OBJECTIONS: None foreseen.

ATTACHMENTS:

Description	Type
Ordinance Adding City Code Chapter 66.2 Regulation of Lake Decatur Docks	Ordinance
Additions and Deletions City Code Chapter 66.2 Regulation of Lake Decatur Docks	Backup Material

ORDINANCE NO. _____

ORDINANCE ADDING CITY CODE

-CHAPTER 66.2-

REGULATION OF LAKE DECATUR DOCKS

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

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Abutting Property Owner means the owner of property of which any length directly abuts Zone A.

B. Dock Shore Line Zone 1 is that shore line lying to the north and west of the eastern edge of the breakwater located south of the Lake Office and that area lying to the south and west of the property formerly used as the Beach House.

C. Dock Shore Line Zone 2 is that shore line located to the west and south of U.S. Route 36 and north and west of Lost Bridge Road not included in Dock Shore Line Zone 1.

D. Dock Shore Line Zone 3 is all other shore line not included in Dock Shore Line Zone 1 or Dock Shore Line Zone 2.

E. Front Footage means that amount of shore line space along which a dock is constructed.

F. High Water Mark shall mean the contour known as 615 feet above sea level, referring to United States Government elevations as obtained from bench mark established in the City.

G. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

H. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County, Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

I. Permanent Dock shall mean a dock designed and constructed to not be removed from the lake each winter.

J. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described.

K. Shore Line means the extended point where the plane of the surface of the waters of the reservoir touches the land.

L. Temporary Dock shall mean a dock designed and constructed to be removed from the lake each winter.

M. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

N. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

O. Zone A shall consist of all land lying within the high water mark or below the high water mark, in the reservoir site, whether flooded or not. This zone includes tributary watercourses upstream to the aforesaid high water mark.

2. **DOCKS.** Docks may be constructed upon Lake Decatur under the following conditions only:

A. No dock shall be placed, constructed, operated or maintained in or on the Lake without prior approval by the Lake Supervisor or designee and a permit issued by the Finance Department. City of Decatur building permits and approvals are also required for permanent structures. Final inspection and approval must be obtained from the Lake Supervisor or designee before the dock may be placed in use. Where utility easements, utility structures or government agency property exists which might conflict with construction of a dock, no permit will be issued until written permission has been obtained for the proposed construction from the appropriate utility or government agency.

B. Abutting property owners in Dock Shore Line Zone 3 and property owners in Dock Shore Line Zone 3 that are directly across a public roadway from the Lake may be entitled to a dock permit in accordance with the regulations set forth in this Chapter.

C. No dock shall be constructed immediately in front of another owner's private property; provided that, owners of property abutting the Lake may grant up to two (2) easements appurtenant to owners of property lying within 1,200 feet of the shoreline of the Lake, as the same exists at high water mark, for purposes of dock construction and maintenance, and ingress and egress

therefrom and thereto, and such grantees of said easements, and their heirs, successors and assigns, may be issued a permit for, and may construct and maintain, a dock on said abutting property, for personal use. Not more than one such docks belonging to grantees of easements, as described herein, or their heirs, successors or assigns, may be constructed on abutting property.

D. Each dock shall be securely attached to the shore line and shall be of a type of construction, of such size, length and materials as may be approved by the Lake Supervisor or designee. New docks permitted after December 31, 2022 shall have a length not to exceed 35 linear feet as measured from the high-water mark and a width not to exceed 15 linear feet. In bays or channels less than 100 linear feet across, no new dock built after December 31, 2022 shall extend greater than one-fourth of the distance across the bay or channel. In Dock Shore Line Zones 1 and 2, the City may authorize dock length or width dimension variances.

E. The dock must at all times be kept in a good state of repair.

F. Temporary docks shall be removed from the lake on or before November 15 of each year and not replaced before March 15 of each year unless such dock is approved as a permanent dock by the Lake Supervisor or designee. Temporary docks adjacent to Dock Shore Line Zones 1 and 2 must be installed no later than May 15 of each year.

G. The owner of any dock shall permit no swimming of children under the age of 16 years from the dock unless an adult who is an expert swimmer is present. No person shall swim from any dock without the owner's consent. There shall be no swimming from such dock beyond 50 feet from shore. Swimming, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

H. The location, construction, operation or maintenance of a dock anywhere in or on the Lake is a revocable license privilege.

I. Any dock located, constructed, operated or maintained in violation of the provisions of this Section, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice to remove by a date certain from the Lake Supervisor or designee.

J. If a dock is not removed on the date herein set forth or when requested by the Lake Supervisor or designee, the same may be removed by the City and expense thereof charged to the permit holder as per Section 2 (P).

K. A City furnished permit number plate shall be displayed at the Lake end and at the shore end of each dock, and on the plate at the Lake end a decal or sticker evidencing payment of the permit fee for the then current year shall be affixed.

L. Application for an initial permit or for annual renewal of a permit shall be filed with the Finance Department upon forms provided by the City requiring such information as shall be deemed reasonably necessary or desirable to aid in the administration of the provisions of this Chapter and which application shall be accompanied by the payment of the appropriate annual fees as follows:

	Effective: March 1, 2022
Dock Shore Line	
Zone 1:	
For each front foot of shore line	\$10.50
plus for the first boat space	\$136.00
plus for each boat space above one	\$171.00
Dock Shore Line	
Zone 2:	
For each front foot of shore line	\$9.50
plus for the first boat space	\$136.00
plus for each boat space above one	\$160.50
Dock Shore Line	
Zone 3:	\$69.00

In Dock Shore Line Zones 1 and 2, the minimum front foot charge is for twelve feet of shore line; and, if the application is for an initial permit, not a renewal, a fee of \$57.50, effective March 1, 2022, shall accompany payment of the annual fee. In Dock Shore Line Zone 3, if a dock, or the adjacent real property permitted as the physical location of the dock, is not inside the corporate limits of the City, the initial or annual permit fees shall be two times the fees for docks of the same classification situated within the corporate limits.

M. In Dock Shore Line Zones 1 and 2 permits will be issued for docks only to the extent that space is available in the judgment of Lake Supervisor or designee with preference being given to multiple boat installations and in Dock Shore Line Zone 3 permits will be issued only to persons owning property abutting the Lake for docks located at such abutting property, except as provided in subsections B. and N. Docks owned or operated by government agencies are exempt from permit fees. Docks contractually authorized by the City Council to other parties may include permit fees that supersede this Chapter.

N. Where sufficient room is available at locations other than those adjacent to privately owned premises, permits may be issued to groups or clubs, applications for which, whether initial or annual renewal, shall be accompanied by a list of the names of those officers and members thereof, their respective home addresses, email address, a telephone number for each, the license number of each boat to be operated from such dock, and location of each boat at the dock.

Group or club boat dock permits issued for locations adjacent to privately owned premises in Dock Shore Line Zone 3, and issued prior to February 28, 1997, may be renewed, but only if the number of boat spaces does not exceed the number of such spaces permitted in 1996. Except as expressly authorized hereby, no other permits for groups or clubs may be issued.

O. The applicant in each application must agree to indemnify and to hold the City harmless for any and all liability for damages to person or property for which it may be held liable by reason of the maintenance or operation of a permitted dock on the lake.

P. If any dock is physically retrieved, recovered or removed from the Lake by the City, the owner thereof shall pay a charge of One Hundred Dollars (\$100.00) along with a sum equal to the cost of labor, material and equipment use to the City connected with such action in excess of One Hundred Dollars (\$100.00) and with a charge of Twenty Five Dollars (\$25.00) for each day or part thereof in which the same is in the custody of the City which custody shall be at the risk of the owner thereof.

Q. No boat shall be moored in the Lake unless it is moored within fifty (50) feet of the shore line, and a dock permit endorsed to authorize such mooring is obtained.

R. In Dock Shore Line Zones 1 and 2 only owners of boats registered with the City for operation on the Lake shall be eligible for permits and as to multiple boat dock permits shall be issued only when such boat registration is shown for each boat space thereon.

S. No boat shall be docked at a dock without permission of the permit holder thereof.

T. Permit holders shall not loan the use of the permitted dock in Dock Shore Line Zones 1 and 2 or space thereon or lease, sublease or rent the same, except temporarily for short spaces of time with permission of the Lake Supervisor or designee and without payment of any fee or charge for the same.

U. All docks in Dock Shore Line Zones 1 and 2 and those in Dock Shore Line Zone 3 located under the provisions of subsections M. and N. shall be furnished with a gate suitable to limit entry to such dock when closed, and which gate shall be closed and locked except during use by an authorized user.

V. In Dock Shore Line Zones 1 and 2, the terms of the annual dock permits include the City's right to limit access, limit use, and allow other organizations the temporary use of the dock for the purpose of conducting public events on and adjacent to Lake Decatur.

W. No dock shall be used as living quarters or a place of residence.

X. In unincorporated areas of Dock Shore Line Zone 3, applications for initial or new dock permits shall not be allowed unless the unincorporated property abutting or adjacent to the proposed dock is annexed into the City, unless the City Manager or designee, determines in writing that the unincorporated property does not require annexation.

3. **PERMITS ARE PERSONAL PRIVILEGES.** Permits issued pursuant to Section 2 are for privileges personal to the permit holder and spouse and may not be transferred. All such permits expire on the last day of February next after issuance.

4. **REVOCATION OF DOCK PERMIT.** A dock permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation duly established hereunder or any other ordinance or statute of like nature the violation of which occurred on or adjacent to Lake Decatur.

5. **PENALTIES.** Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

6. **VIOLATION NOTICE AND COMPLAINT.** Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge of a violation by any person, firm or corporation of any section of this Chapter, a Violation Notice and Complaint for said violation

may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

7. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited for a violation of any section of this Chapter may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

8. ANNUAL PERMIT FEE ADJUSTMENT. All permit fees contained in Section L. of this Chapter will increase on May 1 annually by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of February, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2023.

CITY CLERK

ADDITIONS AND DELETIONS

-CHAPTER 66.2-

REGULATION OF LAKE DECATUR DOCKS

1. **DEFINITIONS.** Terms used in this Chapter shall have the following meanings:

A. Abutting Property Owner means the owner of property of which any length directly abuts Zone A.

B. Dock Shore Line Zone 1 is that shore line lying to the north and west of the eastern edge of the breakwater located south of the Lake Office and that area lying to the south and west of the property formerly used as the Beach House.

C. Dock Shore Line Zone 2 is that shore line located to the west and south of U.S. Route 36 and north and west of Lost Bridge Road not included in Dock Shore Line Zone 1.

D. Dock Shore Line Zone 3 is all other shore line not included in Dock Shore Line Zone 1 or Dock Shore Line Zone 2.

E. Front Footage means that amount of shore line space along which a dock is constructed.

F. High Water Mark shall mean the contour known as 615 feet above sea level, referring to United States Government elevations as obtained from bench mark established in the City.

G. Lost Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Decatur Township, Macon County, Illinois, and commonly known as Lost Bridge.

H. Oakley Bridge shall mean that bridge which spans the original channel of the Sangamon River in Section 24, Whitmore Township, and Section 24, Oakley Township, Macon County.

Illinois, situated North of the Village of Oakley, Macon County, Illinois, and is commonly known as the Oakley Bridge.

I. Permanent Dock shall mean a dock designed and constructed to not be removed from the lake each winter.

J. Reservoir shall mean the artificial reservoir formed by the dam constructed near the U.S. Route 51 Bridge south of the City, or by other structures required at a later date within the limits of the present drainage area, which reservoir or reservoirs are to be used as a source of the public water supply for the City, which reservoir is hereby named and designated as Lake Decatur, also referred to herein as "the Lake". The upstream limits of such reservoir, which is located within the Sangamon River Valley, is the West side of Macon County Highway 25 running North and South across what is known as the Oakley Bridge, hereinafter described.

K. Shore Line means the extended point where the plane of the surface of the waters of the reservoir touches the land.

L. Temporary Dock shall mean a dock designed and constructed to be removed from the lake each winter.

M. U.S. Route 36 Bridge shall mean that bridge which spans the original channel of the Sangamon River on U.S. Route 36 and in Section 18, Decatur Township, and Section 19, Long Creek Township, Macon County, Illinois, near Nelson Park, and commonly known as Route 36 Bridge.

N. U.S. Route 51 Bridge shall mean the bridge which spans the original channel of the Sangamon River on U.S. Route 51 and in Section 22, Decatur Township, Macon County, Illinois, and is commonly known as Route 51 Bridge.

O. Zone A shall consist of all land lying within the high water mark or below the high water mark, in the reservoir site, whether flooded or not. This zone includes tributary watercourses upstream to the aforesaid high water mark.

2. **DOCKS.** Docks may be constructed upon Lake Decatur under the following conditions only:

A. No dock shall be placed, constructed, operated or maintained in or on the Lake without prior approval by the Lake Supervisor or designee and a permit issued by the Finance Department. City of Decatur building permits and approvals are also required for permanent structures. Final inspection and approval must be obtained from the Lake Supervisor or designee before the dock may be placed in use. Where utility easements, utility structures or government agency property exists which might conflict with construction of a dock, no permit will be issued until written permission has been obtained for the proposed construction from the appropriate utility or government agency.

B. Abutting property owners in Dock Shore Line Zone 3 and property owners in Dock Shore Line Zone 3 that are directly across a public roadway from the Lake may be entitled to a dock permit in accordance with the regulations set forth in this Chapter.

C. No dock shall be constructed immediately in front of another owner's private property; provided that, owners of property abutting the Lake may grant up to two (2) easements appurtenant to owners of property lying within 1,200 feet of the shoreline of the Lake, as the same exists at high water mark, for purposes of dock construction and maintenance, and ingress and egress therefrom and thereto, and such grantees of said easements, and their heirs, successors and assigns, may be issued a permit for, and may construct and maintain, a dock on said abutting property, for

personal use. Not more than one such docks belonging to grantees of easements, as described herein, or their heirs, successors or assigns, may be constructed on abutting property.

D. Each dock shall be securely attached to the shore line and shall be of a type of construction, of such size, length and materials as may be approved by the Lake Supervisor or designee. New docks permitted after December 31, 2022 shall have a length not to exceed 35 linear feet as measured from the high-water mark and a width not to exceed 15 linear feet. In bays or channels less than 100 linear feet across, no new dock built after December 31, 2022 shall extend greater than one-fourth of the distance across the bay or channel. In Dock Shore Line Zones 1 and 2, the City may authorize dock length or width dimension variances.

E. The dock must at all times be kept in a good state of repair.

F. Temporary docks shall be removed from the lake on or before November 15 of each year and not replaced before March 15 of each year unless such dock is approved as a permanent dock by the Lake Supervisor or designee. Temporary docks adjacent to Dock Shore Line Zones 1 and 2 must be installed no later than May 15 of each year.

G. The owner of any dock shall permit no swimming of children under the age of 16 years from the dock unless an adult who is an expert swimmer is present. No person shall swim from any dock without the owner's consent. There shall be no swimming from such dock beyond 50 feet from shore. Swimming, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

H. The location, construction, operation or maintenance of a dock anywhere in or on the Lake is a revocable license privilege.

I. Any dock located, constructed, operated or maintained in violation of the provisions of this Section, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice to remove by a date certain from the Lake Supervisor or designee.

J. If a dock is not removed on the date herein set forth or when requested by the Lake Supervisor or designee, the same may be removed by the City and expense thereof charged to the permit holder as per Section 2 (P).

K. A City furnished permit number plate shall be displayed at the Lake end and at the shore end of each dock, and on the plate at the Lake end a decal or sticker evidencing payment of the permit fee for the then current year shall be affixed.

L. Application for an initial permit or for annual renewal of a permit shall be filed with the Finance Department upon forms provided by the City requiring such information as shall be deemed reasonably necessary or desirable to aid in the administration of the provisions of this Chapter and which application shall be accompanied by the payment of the appropriate annual fees as follows:

	<u>Effective: March 1, 2022</u>
<u>Dock Shore Line</u>	
<u>Zone 1:</u>	
<u>For each front foot of shore line</u>	<u>\$10.50</u>
<u>plus for the first boat space</u>	<u>\$136.00</u>
<u>plus for each boat space above one</u>	<u>\$171.00</u>
<u>Dock Shore Line</u>	
<u>Zone 2:</u>	
<u>For each front foot of shore line</u>	<u>\$9.50</u>
<u>plus for the first boat space</u>	<u>\$136.00</u>
<u>plus for each boat space above one</u>	<u>\$160.50</u>
<u>Dock Shore Line</u>	
<u>Zone 3:</u>	<u>\$69.00</u>

In Dock Shore Line Zones 1 and 2, the minimum front foot charge is for twelve feet of shore line; and, if the application is for an initial permit, not a renewal, a fee of \$57.50, effective March 1, 2022, shall accompany payment of the annual fee. In Dock Shore Line Zone 3, if a dock, or the adjacent real property permitted as the physical location of the dock, is not inside the corporate limits of the City, the initial or annual permit fees shall be two times the fees for docks of the same classification situated within the corporate limits.

M. In Dock Shore Line Zones 1 and 2 permits will be issued for docks only to the extent that space is available in the judgment of Lake Supervisor or designee with preference being given to multiple boat installations and in Dock Shore Line Zone 3 permits will be issued only to persons owning property abutting the Lake for docks located at such abutting property, except as provided in subsections B. and N. Docks owned or operated by government agencies are exempt from permit fees. Docks contractually authorized by the City Council to other parties may include permit fees that supersede this Chapter.

N. Where sufficient room is available at locations other than those adjacent to privately owned premises, permits may be issued to groups or clubs, applications for which, whether initial or annual renewal, shall be accompanied by a list of the names of those officers and members thereof, their respective home addresses, email address, a telephone number for each, the license number of each boat to be operated from such dock, and location of each boat at the dock.

Group or club boat dock permits issued for locations adjacent to privately owned premises in Dock Shore Line Zone 3, and issued prior to February 28, 1997, may be renewed, but only if the number of boat spaces does not exceed the number of such spaces permitted in 1996. Except as expressly authorized hereby, no other permits for groups or clubs may be issued.

O. The applicant in each application must agree to indemnify and to hold the City harmless for any and all liability for damages to person or property for which it may be held liable by reason of the maintenance or operation of a permitted dock on the lake.

P. If any dock is physically retrieved, recovered or removed from the Lake by the City, the owner thereof shall pay a charge of One Hundred Dollars (\$100.00) along with a sum equal to the cost of labor, material and equipment use to the City connected with such action in excess of One Hundred Dollars (\$100.00) and with a charge of Twenty Five Dollars (\$25.00) for each day or part thereof in which the same is in the custody of the City which custody shall be at the risk of the owner thereof.

Q. No boat shall be moored in the Lake unless it is moored within fifty (50) feet of the shore line, and a dock permit endorsed to authorize such mooring is obtained.

R. In Dock Shore Line Zones 1 and 2 only owners of boats registered with the City for operation on the Lake shall be eligible for permits and as to multiple boat dock permits shall be issued only when such boat registration is shown for each boat space thereon.

S. No boat shall be docked at a dock without permission of the permit holder thereof.

T. Permit holders shall not loan the use of the permitted dock in Dock Shore Line Zones 1 and 2 or space thereon or lease, sublease or rent the same, except temporarily for short spaces of time with permission of the Lake Supervisor or designee and without payment of any fee or charge for the same.

U. All docks in Dock Shore Line Zones 1 and 2 and those in Dock Shore Line Zone 3 located under the provisions of subsections M. and N. shall be furnished with a gate suitable to limit entry to such dock when closed, and which gate shall be closed and locked except during use by an authorized user.

V. In Dock Shore Line Zones 1 and 2, the terms of the annual dock permits include the City's right to limit access, limit use, and allow other organizations the temporary use of the dock for the purpose of conducting public events on and adjacent to Lake Decatur.

W. No dock shall be used as living quarters or a place of residence.

X. In unincorporated areas of Dock Shore Line Zone 3, applications for initial or new dock permits shall not be allowed unless the unincorporated property abutting or adjacent to the proposed dock is annexed into the City, unless the City Manager or designee, determines in writing that the unincorporated property does not require annexation.

3. PERMITS ARE PERSONAL PRIVILEGES. Permits issued pursuant to Section 2 are for privileges personal to the permit holder and spouse and may not be transferred. All such permits expire on the last day of February next after issuance.

4. REVOCATION OF DOCK PERMIT. A dock permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation duly established hereunder or any other ordinance or statute of like nature the violation of which occurred on or adjacent to Lake Decatur.

5. PENALTIES. Any person, firm or corporation who shall violate any of the provisions of any section of this Chapter shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day on which a violation occurs or continues shall be considered a separate offense.

6. VIOLATION NOTICE AND COMPLAINT. Whenever a Lake Patrol or full time Lake Services Section employee witnesses or has knowledge of a violation by any person, firm or corporation of any section of this Chapter, a Violation Notice and Complaint for said violation

may be issued by the Lake Patrol or full time Lake Services Section employee, as set forth in Chapter 29 of this Code.

7. PAYMENT OF VIOLATION NOTICE AND COMPLAINT.

A. A person cited for a violation of any section of this Chapter may terminate any further proceedings by the City due to said violation by making payment to the City at the office of the City Treasurer. Payment is considered as being made only when the City Treasurer is in receipt of the full amount.

B. If a person is given a citation for a violation as herein provided, no complaint may be filed by an attorney on behalf of the City in any court having jurisdiction thereof seeking to prosecute and fine such person for said violation sooner than ten (10) days after such citation is issued, and no complaint may be filed if the citation is timely paid.

8. ANNUAL PERMIT FEE ADJUSTMENT. All permit fees contained in Section L. of this Chapter will increase on May 1 annually by 2.5 percent or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index for each corresponding preceding January 1 to December 31 time period, whichever is greater, and rounded up to the next \$0.50 increment. The City Council must authorize any annual increase that is 5.0 percent or higher.

Public Works

DATE: 1/31/2023

MEMO: 2023-11

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director
Jessica Coleman, Chief Procurement Officer

SUBJECT: Accepting the Bid of Dunn Company for the Purchase of Bituminous Resolution Pavement Materials

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve, that the Mayor be authorized to sign, and the City Clerk attest to the following resolutions awarding annual Purchase Orders to purchase construction materials for City maintenance work:

1. Resolution approving an annual purchase order for \$74,425.00 with Dunn Company, as the lowest qualified bidder to provide bituminous pavement materials for Fiscal Year 2023.
2. Resolution approving an annual purchase order for \$45,386.00 with Beelman Logistics, LLC, as the lowest qualified bidder to provide crushed stone aggregate for Fiscal Year 2023
3. Resolution approving an annual purchase order for \$50,775.15 with Metal Culverts, Inc., as the lowest qualified bidder to provide corrugated steel for Fiscal Year 2023.
4. Resolution approving an annual purchase order for \$176,362.50 with VCNA Prairie LLC, as the lowest qualified bidder to provide portland cement concrete for Fiscal Year 2023.

BACKGROUND:

The City has open purchase orders throughout the year to provide materials for street maintenance work. Bituminous pavement materials are used for pothole patching and general street repairs. Concrete is used primarily for street and sidewalk repairs. Aggregate is used to provide backfill material for any trenching or pavement repair work. Larger aggregate is used for erosion control and to help stabilize road repairs in areas with poor base material.

Having annual purchase orders in place allows most of the materials to remain with the supplier and delivered to or picked up by the City as needed. This reduces the need for the City to keep and maintain extensive storage facilities.

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

Asphalt Materials

Dunn Company	\$74,425.00
---------------------	--------------------

Crushed Stone Aggregate
(CA 6, 2" Coarse Aggregate, 6"-8" Rock)

Beelman Logistics, LLC	45,386.00
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Corrugated Steel Pipe

Metal Culverts, Inc.	\$50,775.15
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Energy Culvert Co.	\$52,782.00
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Corrugated Polyethylene Pipe

	\$15,924.56
--	--------------------

Energy Culvert Co.	
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Metal Culverts, Inc..	\$17,227.50
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Portland Cement Concrete Materials

VCNA Prairie Material Inc.	\$176,362.50
-----------------------------------	---------------------

SCHEDULE: The Purchase Orders are for Fiscal Year 2023, ending December 31, 2023.

PRIOR COUNCIL ACTION:

The City issues material purchase orders annually to provide construction materials for street maintenance work performed by the Public Works Department.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

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 current year's materials contracts are provided in the general operating funds allocated to the Public Works Department.

Staffing Impact: Staffing time is allocated for street maintenance.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of Dunn	

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID
OF DUNN COMPANY FOR THE PURCHASE OF
BITUMINOUS PAVEMENT MATERIALS**

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

Section 1. That the tabulation of the bid received for furnishing bituminous pavement materials presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Dunn Company, in the amount of \$74,425.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Dunn Company, for their bid price of \$74,425.00.

PRESENTED and ADOPTED this 6th day of February, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Bituminous Pavement Materials Bid Date: January 24, 2023 Time: 4:00 p.m.				Dunn Company, A Division of Tyrolt, Inc. Decatur, IL	
	Description	QTY.	Unit	Unit Price	Total
	40600001 Class 1, Type 2, Mixture C	400	TON	\$102.00	\$40,800.00
	40600002 Cold Mix (M19-07)	100	TON	\$99.00	\$9,900.00
	40600003 Cold Mix (M120-07)	150	TON	\$134.00	\$20,100.00
	Handling Cost (HC) Adjustment	1		\$3,625.00	\$3,625.00

TOTAL

\$74,425.00

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by
As Requested

Quote due back
January 24, 2023 4:00 p.m.

Request for Quotation (This is not an order)

Date: 1/12/2023

Attn:
Debbie Perry

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.

****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

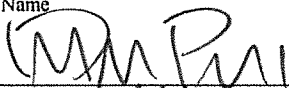
We Quote You as Below

Company Name

By (Signature)

Official Title

Date


DAVID M. PERRY
VICE PRESIDENT 1-16-23

TERMS
Net 30 days

F.O.B.
Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Annual material purchase of bituminous pavement materials for the City of Decatur from Present - December 31, 2023. See attached specifications.		

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as emails, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed and emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

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

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is in default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
BITUMINOUS PAVEMENT MATERIALS**

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS:

Material shall meet the following requirements of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current addition:

(a) Fine Aggregates	Section 1003.03
(b) Coarse Aggregates	Section 1004.03
(c) RAP Material	Section 1031
(d) Mineral Filler	Sections 1010.04 and 1011
(e) Hydrated Lime	Section 1012.01
(f) Bituminous Material	Section 1032

Bituminous Surface Course - Class I (Type 2, Surface Mixture C) shall conform to the applicable articles of Section 406, "Bituminous Concrete Binder and Surface Course Class I" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Cold Mix (M 19) shall conform to Serial Number M 19 Bituminous Mixture for Maintenance Use, Liquid Asphalt Type, (most current revision), as prepared by the Illinois Department of Transportation and provided on the IDOT website:

<http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Materials/MSpecifications.pdf>

Cold Mix (M 120) shall conform to Serial Number M 120 Bituminous Premix for Maintenance Use, Proprietary Mixes (most current revision), as prepared by the Illinois Department of Transportation and provided on the IDOT website:

<http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Materials/MSpecifications.pdf>

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
BITUMINOUS PAVEMENT MATERIALS**

METHOD OF MEASUREMENT:

Bituminous Surface Course - Class I (Type 2, Surface Mixture C), Cold Mix (M 19) and Cold Mix (M 120) will be measured for payment in tons (2000 pounds per ton). Material may be weighed at the place of loading or as designated by the City's representative.

The weight of the delivery shall be measured on a State certified accurate scale operated by competent personnel. For each pick-up, the City shall be provided a scale ticket verifying the weight of the bituminous material received.

BASIS OF PAYMENT:

Bituminous Surface Course - Class I (Type 2, Surface Mixture C), Cold Mix (M 19) and Cold Mix (M 120) will be paid for at the contract unit price per ton. Said unit price shall include the material and all costs to load the material into City provided vehicles.

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the unit bid price as the result of an increase or decrease in the quantities.
2. **BASIS OF AWARD.** The City will use its costs to take delivery of the material to determine the lowest net cost for the purchase of this material. The City estimates its costs to take delivery at **\$1.00 per ton per mile** from the City of Decatur's Municipal Service Center (MSC), 2600 North Jasper Street, Decatur, Illinois. The City's determination of net cost will be estimated in the following manner:

NET COST = (BID TOTAL) + (HANDLING COSTS)

HANDLING COSTS = (1250 Tons) x (\$1.00 per ton per Mile) x (D)

D = one-way travel distance from MSC to pick-up site.

EXAMPLE:

Company A's Total Bid is \$54,500 and is located 6 miles from the MSC.

Company B's Total Bid is \$49,000 and is located 15 miles from the MSC.

Net Cost Company A = (\$54,500) + (\$7,500.00) = \$62,000.00

Net Cost Company B = (\$49,000) + (\$18,750.00) = \$67,750.00

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
BITUMINOUS PAVEMENT MATERIALS**

SPECIAL CONDITIONS (continued):

- The City would award the contract to Company A, subject to the other bidding requirements being satisfied.
3. Unit prices quoted shall be F.O.B. at the mix plant.
 4. Ordered materials will be picked up by the City on a partial shipment basis as can be transported by City vehicles.
 5. The mix plant shall be located within 5 miles of the City limits.
 6. The Contractor shall provide to the City's Municipal Services Manager the asphalt plant operating schedule(s) including, at a minimum, the following information:
 - Anticipated annual opening and closing dates for the asphalt plant.
 - Days of the week and hours for each day that City can pick up materials.
 - Seasonal availability of Cold Mix material.
 7. The Contractor shall advise the City's Municipal Services Manager prior to the temporary shutdown of the asphalt plant if material availability will be impacted.
 8. The City will award a contract to the successful bidder to provide Bituminous Pavement Materials to the City beginning January 1, 2023 and ending December 31, 2023.
 9. The contract shall terminate at 12:00 p.m. local time, December 31, 2023.

BASIS OF AWARD:

A **single contract** will be awarded by the City to the contractor submitting the lowest responsive, responsible proposal to the City.

**CITY OF DECATUR
BITUMINOUS PAVEMENT MATERIALS
PROPOSAL SHEET**

**Estimated Quantities for 2023
BITUMINOUS PAVEMENT MATERIALS**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
40600001	BITUMINOUS CONCRETE SURFACE COURSE, CLASS I, (TYPE 2, MIXTURE C)	TON	400	<u>\$102.00</u>	<u>\$40,800.00</u>
40600002	COLD MIX (M19-07)	TON	100	<u>\$99.00</u>	<u>\$9,900.00</u>
40600003	COLD MIX (M120-07)	TON	150	<u>\$134.00</u>	<u>\$20,100.00</u>
SUB-TOTAL					<u>\$70,800.00</u>

HANDLING COST (HC) ADJUSTMENT:

HC = (D) x (1,250 tons) x (\$1.00 per ton per mile)

D = One way driving distance from asphalt plant to the
City's Municipal Services Center, 2600 North Jasper
Street, Decatur, Illinois. To the nearest tenth of a
mile.

HC = (<u>2.9</u>) x (1,250 tons) x (\$1.00 per ton per mile)	HANDLING COST	<u>\$3,625.00</u>
	TOTAL	<u>\$74,425.00</u>

**END OF PROPOSAL
FOR
BITUMINOUS PAVEMENT MATERIALS**

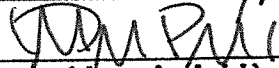
BID SIGNATURE PAGE

If a Corporation

Corporate Name

DUNN COMPANY, A DIVISION OF TYROLT, INC.

By Registered Agent:


Signature (please sign in ink)

Print Name

DAVID M. PECK, VICE PRESIDENT

Business Address:

724 N. MERCER STREET

Street

DECATUR, IL 62522

City

State

Zip

217-429-4444

Area Code

Telephone Number

Name of Officers:

DAVID W. TYROLT

724 N. MERCER ST.
DECATUR, IL 62522

President

Address

RICK A. DAVIS

" "

Vice President

Address

DARIN C. LIPPOLT

" "

Asst. Secretary

Address

DAVID M. PECK

" "

Treasurer

Address

Sole Proprietor

Firm Name

Signature of Bidder:

Signature (please sign in ink)

Print Name

Business Address:

Street

City

State

Zip

Area Code Telephone Number

If a Partnership

Firm Name

By:

Signature (please sign in ink)

Print Name

Business Address:

Street

City

State

Zip

Area Code Telephone Number

Name of all
Members of Firm

Name

Address

Name

Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILLINOIS)
COUNTY OF MAISON) SS.

DAVID M. PECK, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
DUNN COMPANY, A DIVISION OF TYROLT, INC. the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

DAVID M. PECK
Title

Subscribed and sworn to before me this 16th day of January,
2023.



Tiffany C. Crow
Notary Public
Title

My Commission expires 06-24-2023.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)



**Illinois Department
of Transportation**

Certificate of Eligibility

Dunn Company

724 North Mercer Street DECATUR, IL 62522

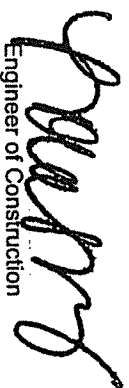
Contractor No 1550

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

\$79,688,000.00

001	EARTHWORK	\$1,500,000
003	HMA PLANT MIX	\$16,200,000
006	CLEAN & SEAL CRACKS/JOINTS	\$425,000
007	SOIL STABILIZATION & MOD.	\$10,700,000
032	COLD MILL, PLAN. & ROTOMILL	\$4,925,000
042	COLD (IN-PLACE) RECYCLING	\$17,975,000
08A	AGGREGATE BASES & SURF. (A)	\$2,600,000
15A	COVER & SEAL COATS (A)	\$4,125,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/12/2022 TO 4/30/2023 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 5/12/2022.


Engineer of Construction



DUNNCOM-01

MREED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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

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

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Mackenzie Reed		
	PHONE (A/C, No, Ext): (217) 859-7048	FAX (A/C, No): (217) 877-0795	
	E-MAIL ADDRESS: mreed@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	1/1/2023	1/1/2024	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	X		A210838	1/1/2023	1/1/2024	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	1/1/2023	1/1/2024	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	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Rented Equipment			A210838	1/1/2023	1/1/2024	Limit 690,000
A	☒ Installation Floater			A210838	1/1/2023	1/1/2024	Limit 35,000

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

Re: Street Construction & Excavation Contractor License for 2023

City of Decatur, Illinois is named as an additional insured under the General Liability and Automobile on a primary basis; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur
License Division
#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

Mackenzie Reed

Public Works

DATE: 1/31/2023

MEMO: 2023-11

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director
Jessica Coleman, Chief Procurement Officer

SUBJECT: Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
BEELMAN LOGISTICS LLC FOR THE PURCHASE OF
CRUSHED STONE AGGREGATE**

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

Section 1. That the tabulation of bids received for furnishing crushed stone aggregate presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Beelman Logistics LLC, in the amount of \$45,386.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Beelman Logistics LLC, for their bid price of \$45,386.00.

PRESENTED and ADOPTED this 6th day of February, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Crushed Stone Aggregate

Bid Date: January 24, 2023

Time: 4:00 p.m.

Contractors Recycled Materials

2290 N Woodford St
Decatur, IL 62526

Beelman Logistics, LLC

1 Racehorse Dr
East Saint Louis, MO

Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
10040101 Crushed Stone (CA6, Delivered)	1,000	TON		no bid	\$25.98	\$25,980.00
10040102 Recycled Concrete (Picked Up)	500	TON	\$13.50	\$6,750.00	\$0.00	no bid
10040103 Crushed Stone (CA 18, Delivered)	75	TON		no bid	\$0.00	no bid
10040104 Coarse Aggregate (2 Inch, Delivered)	100	TON		no bid	\$33.48	\$3,348.00
10050101 Ag Ditch Rock (6 to 8 Inch, Delivered)	350	TON		no bid	\$45.88	\$16,058.00
10050102 Ag Ditch Rock (6 to 8 Inch, Picked Up)	100	TON		no bid	\$0.00	no bid

TOTAL

\$6,750.00

\$45,386.00

Exhibit A

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by
As Requested

Quote due back
January 31, 2023 4:00 p.m.

Request for Quotation
(This is not an order)

Date: 1/30/2023

Attn:
Debbie Perry

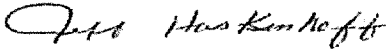
Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.

****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name BEELMAN LOGISTICS, LLC



By (Signature)

SALES MANAGER
Official Title

01/31/2023
Date

TERMS
Net 30 days

F.O.B.
Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Annual material purchase of crushed stone aggregate and stone for the City of Decatur from Present – December 31, 2023. (See attached specifications).		

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as emails, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed and emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

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

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is in default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CRUSHED STONE AGGREGATE AND STONE**

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS:

Material shall conform to the applicable articles of Section 1004, "COARSE AGGREGATES" and Section 1005, "STONE AND BROKEN CONCRETE FOR EROSION PROTECTION, SEDIMENT CONTROL, AND ROCK FILL" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Crushed Stone (CA 6, Delivered) shall be crushed stone conforming to the gradation limits specified for gradation number CA 6. Recycled concrete will not be accepted as an approved equal for **Crushed Stone (CA 6, Delivered)**.

Recycled Concrete (Picked-up) shall be recycled concrete conforming to the gradation limits specified for number CA 6. Recycled concrete shall conform to the quality test for maximum percent deleterious materials as specified in Section 1004.

Crushed Stone (CA 18, Delivered) shall be crushed stone conforming to the gradation limits specified for gradation number CA 18.

Coarse Aggregate (2-inch, Delivered) shall be pit run gravel, gravel, crushed gravel or crushed stone conforming to the gradation limits specified for CA 1 or an approved equal by the City's representative requesting the material. The material shall be Class D quality or better.

Agricultural Ditch Rock (6 to 8 inch, Delivered) and Agricultural Ditch Rock (6 to 8 inch, Picked-up) shall be material consisting of hard, dense, durable stone, angular in shape and resistant to weathering. Rounded stone or boulders will not be accepted. The stone shall have a specific gravity of 2.5 and have its greatest dimension not greater than 3 times its least dimension. The stone shall have a minimum nominal stone size of 6 inches and a maximum nominal stone size of 8 inches. Material shall be subject to the approval of the City's representative requesting the material.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CRUSHED STONE AGGREGATE AND STONE**

METHOD OF MEASUREMENT:

Crushed Stone (CA 6, Delivered), Recycled Concrete (Picked-Up), Crushed Stone (CA 18, Delivered), Coarse Aggregate (2-inch, Delivered), Agricultural Ditch Rock (6 to 8 inch, Delivered) and Agricultural Ditch Rock (6 to 8 inch, Picked-up) will be measured for payment in tons (2000 pounds per ton). Material may be weighed at the place of loading or as designated by the City's representative requesting the material.

The weight of the delivery shall be measured on a State certified accurate scale operated by competent personnel. For each delivery, the vehicle operator shall obtain and provide to the City a scale ticket (certificate of correct weight) from the weigher. The scale ticket shall include the following information:

- (1) Project Number, Purchase Number, or Requester's Name.
- (2) Date.
- (3) Delivery Address.
- (4) Ticket Number.
- (5) Haul Unit Number.
- (6) Gross Weight.
- (7) Tare Weight.
- (8) Net Weight.
- (9) Material Type.
- (10) Certified Weigher's Name.

BASIS OF PAYMENT:

Crushed Stone (CA 6, Delivered), Crushed Stone (CA 18, Delivered), Coarse Aggregate (2-inch, Delivered) and Agricultural Ditch Rock (6 to 8 inch, Delivered) will be paid for at the contract unit price per ton. Said unit price shall include the material and all costs to deliver and unload the crushed stone at a point of destination being either the City's Municipal Service Center at 2600 North Jasper Street or locations specified by the City's representative requesting the material.

Recycled Concrete (Picked-Up) and Agricultural Ditch Rock (6 to 8 inch, Picked-up) will be paid for at the contract unit price per ton. Said unit price shall include the material and all costs to load the crushed stone into City vehicles. Materials picked-up by the City shall be available at a location within six (6) miles, one-way, of the City's Municipal Service Center.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CRUSHED STONE AGGREGATE AND STONE**

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the Contractor's unit bid price.
2. Materials are to be delivered or provided in the quantities ordered by the City.
3. The minimum quantity ordered will be 20 tons for each material.
4. Material shall be delivered within one (1) working day of the order date.
5. Deliveries shall be made during the City's regular hours of operation, 7:30 a.m. to 4:00 p.m., Monday through Friday, except for Holidays, unless otherwise approved by the City's representative requesting the material.
6. Materials picked-up by the City shall be available at a location within six (6) miles, one-way, of the City's Municipal Services Center, 2600 North Jasper Street.
7. The City will award a contract to the successful bidder to provide Crushed Stone Aggregate and Stone to the City beginning January 1, 2023 and ending December 31, 2023.
8. The contract shall terminate at 12:00 p.m. local time, December 31, 2023.

BASIS OF AWARD:

The City may make its award to:

1. A **single contractor** to supply all six (6) items if the contractor submits the lowest responsive, responsible proposal for each type of material to the City.
2. A **separate contractor** for each item for which they submit the lowest responsive, responsible proposal. Maximum number of contracts will be six (6). Multiple contracts for the same item will not be made.

**CITY OF DECATUR
CRUSHED STONE AGGREGATE AND STONE
PROPOSAL SHEET**

**Estimated Quantities for 2023
CRUSHED STONE AGGREGATE AND STONE**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10040101	CRUSHED STONE (CA-6, DELIVERED TO THE MSC)	TON	1000	\$25.98	\$25,980.00
10040102	RECYCLED CONCRETE (PICKED- UP)	TON	500	NO BID	NO BID
10040103	CRUSHED STONE (CA-18, DELIVERED TO THE MSC)	TON	75	NO BID	NO BID
10040104	COARSE AGGREGATE (2-INCH, DELIVERED TO THE MSC)	TON	100	\$33.48	\$3,348.00
10050101	AGRICULTURAL DITCH ROCK (6- INCH TO 8-INCH, DELIVERED TO THE MSC)	TON	350	\$45.88	\$16,058.00
10050102	AGRICULTURAL DITCH ROCK (6- INCH TO 8-INCH, PICKED-UP)	TON	100	NO BID	NO BID
TOTAL					<u>\$45,386.00</u>

**END OF PROPOSAL
FOR
CRUSHED STONE AGGREGATE AND STONE**

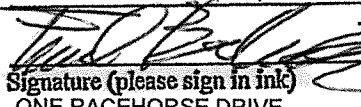
BID SIGNATURE PAGE

If a Corporation

Corporate Name

BEELMAN LOGISTICS, LLC

By Registered Agent:

 FRANK J BEELMAN III
Signature (please sign in ink) Print Name

Business Address:

ONE RACEHORSE DRIVE

Street
EAST SAINT LOUIS IL 62205

City State Zip

618-646-5300

Area Code Telephone Number

Name of Officers:

FRANK J BEELMAN III SAME AS ABOVE

President Address

Vice President Address

MICHELLE BEELMAN SAME AS ABOVE

Secretary Address

MICHELLE BEELMAN SAME AS ABOVE

Treasurer Address

Sole Proprietor

Firm Name

Signature of Bidder:

Signature (please sign in ink) Print Name

Business Address:

Street

City State Zip

Area Code Telephone Number

If a Partnership

Firm Name

By:

Signature (please sign in ink) Print Name

Business Address:

Street

City State Zip

Area Code Telephone Number

**Name of all
Members of Firm**

Name Address

Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILLINOIS)
)
COUNTY OF ST CLAIR) SS.

FRANK J. BEELMAN III, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
BEELMAN LOGISTIC, LLC, the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Frank J. Beelman III
OWNER

Title

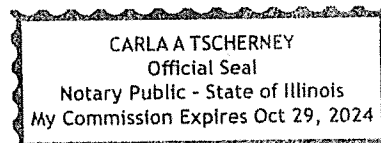
Subscribed and sworn to before me this 31ST day of January,
20 23.

Carla A. Tscherny

Notary Public

Title

My Commission expires 10-29-2024.



EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)

Public Works

DATE: 2/1/2023

MEMO: 2023-11

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director
Jessica Coleman, Chief Procurement Officer

SUBJECT: Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
METAL CULVERTS, INC. FOR THE PURCHASE
OF CORRUGATED STEEL PIPE**

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

Section 1. That the tabulation of bids received for furnishing corrugated steel and polyethylene pipe presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Metal Culverts, Inc., in the amount of \$50,775.15, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Metal Culverts, Inc., for their bid price of \$50,775.15.

PRESENTED and ADOPTED this 6th day of February, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Corrugated Steel Pipe

Bid Date: January 24, 2023

Time: 4:00 p.m.

Metal Culverts
Jefferson City, MO

Energy Culvert Co
Energy, IL

Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
54206001 Corrugated Steel 12-inch	1,000	LF	\$16.02	\$16,020.00	\$15.50	\$15,500.00
54206002 Corrugated Steel 15-inch	200	LF	\$20.16	\$4,032.00	\$18.60	\$3,720.00
54206003 Corrugated Steel 18-inch	100	LF	\$23.94	\$2,394.00	\$23.25	\$2,325.00
54206004 Corrugated Steel 24-inch	100	LF	\$40.32	\$4,032.00	\$37.20	\$3,720.00
54206005 Corrugated Steel 30-inch	50	LF	\$49.50	\$2,475.00	\$46.50	\$2,325.00
54206006 Corrugated Steel 36-inch	50	LF	\$59.04	\$2,952.00	\$55.80	\$2,790.00
54206007 Corrugated Steel 48-inch	20	LF	\$110.52	\$2,210.40	\$100.75	\$2,015.00
54206008 End Section 12-inch, no toe plate	20	EA	\$80.40	\$1,608.00	\$115.20	\$2,304.00
54206009 End Section 15-inch, no toe plate	10	EA	\$99.90	\$999.00	\$153.60	\$1,536.00
54206010 End Section 18-inch, no toe plate	10	EA	\$129.40	\$1,294.00	\$207.60	\$2,076.00
54206011 End Section 24-inch, no toe plate	4	EA	\$193.15	\$772.60	\$321.60	\$1,286.40
54206012 End Section 30-inch, no toe plate	2	EA	\$385.30	\$770.60	\$663.60	\$1,327.20
54206013 End Section 36-inch, no toe plate	2	EA	\$621.10	\$1,242.20	\$876.00	\$1,752.00
54206014 End Section 48-inch, no toe plate	2	EA	\$1,633.50	\$3,267.00	\$1,827.60	\$3,655.20
54206015 Universal Band, 12-inch	50	EA	\$28.07	\$1,403.50	\$23.25	\$1,162.50
54206016 Universal Band, 15-inch	20	EA	\$32.18	\$643.60	\$27.90	\$558.00
54206017 Universal Band, 18-inch	10	EA	\$37.44	\$374.40	\$34.88	\$348.80
54206018 Universal Band, 24-inch	10	EA	\$47.12	\$471.20	\$55.80	\$558.00
54206019 Universal Band, 30-inch	5	EA	\$57.50	\$287.50	\$69.75	\$348.75
54206020 Universal Band, 36-inch	5	EA	\$65.78	\$328.90	\$83.70	\$418.50
54206021 Universal Band, 48-inch	5	EA	\$99.80	\$499.00	\$151.13	\$755.65
54206022 Tee, 12 inch x 12 inch	5	EA	\$218.80	\$1,094.00	\$210.00	\$1,050.00
54206023 Tee, 18 inch x 18 inch	5	EA	\$320.85	\$1,604.25	\$250.00	\$1,250.00

TOTAL

\$50,775.15

\$52,782.00

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by
As Requested

Quote due back
January 24, 2023 4:00 p.m.

Request for Quotation (This is not an order)

Date: 1/13/2023

Attn:
Debbie Perry

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.

****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name: Metal Culverts, Inc.

By (Signature)

Greg Brauner

Sales Representative

1/19/23

Official Title

Date

TERMS

Net 30 days

F.O.B.

Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
----------	-------------	------------	--------

	Annual material purchase of corrugated steel and polyethylene pipe, fittings and fabrications for the City of Decatur from Present – December 31, 2023.		
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(See attached specifications).

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as emails, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed and emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

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

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is in default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photo-copy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CULVERT PIPE, FITTINGS, AND FABRICATIONS**

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS FOR CORRUGATED STEEL (CS) PIPE, FITTINGS AND FABRICATIONS:

Corrugated Steel Pipe, fittings and fabrications shall meet the requirements of Section 542, "PIPE CULVERTS" and of Article 1006.01, "Corrugated Steel Pipe and Corrugated Steel Pipe Arch" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation. The minimum thickness for Corrugated Steel Pipe (CS) shall be as follows:

- 0.064 inches for 12 inch and 18 inch CS.
- 0.079 inches for 24 inch and 36 inch CS.
- 0.109 inches for 48 inch CS.

MATERIALS FOR CORRUGATED POLYETHYLENE (PE) PIPE, FITTINGS AND FABRICATIONS:

Corrugated Polyethylene (PE) Pipe with a smooth interior, fittings, and fabrications shall meet the requirements of Section 542, "PIPE CULVERTS" and of Article 1040.04, "Corrugated Polyethylene (PE) Pipe with a Smooth Interior" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Coupling systems shall be a factory installed polyethylene double bell coupler pressure testable to 5.0 psi with up to 5 degrees of axial misalignment.

End treatment and fittings used with the pipe shall be of the same material as the pipe unless approved otherwise by the Engineer.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CULVERT PIPE, FITTINGS, AND FABRICATIONS**

METHOD OF MEASUREMENT:

Corrugated Steel (CS) Pipe and Corrugated Polyethylene (PE) Pipe for the size specified will be measured for payment in feet (FT) delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

End Sections (CS) and End Sections (PE) for the size specified will be measured for payment as each (EA) end section delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Universal Bands (CS) for the size specified will be measured for payment as each (EA) band delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Tees (CS) and Tees (PE) will be measured for payment as each (EA) tee delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

BASIS OF PAYMENT:

Corrugated Steel (CS) Pipe and Corrugated Polyethylene (PE) Pipe for the size specified will be paid for at the contract unit price per foot (FT) of the specified pipe diameter. Said unit price shall include the pipe and all costs to deliver and unload the pipe at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

End Sections (CS) and End Sections (PE) for the size specified will be paid for at the contract unit price each (EA) for the specified end section size. Said unit price shall include the end sections and all costs to deliver and unload the end sections at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Universal Bands (CS) for the size specified will be paid for at the contract unit price each (EA) for the specified band size. Said unit price shall include the bands and all costs to deliver and unload the bands at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Tees (CS) and Tees (PE) will be paid for at the contract unit price each (EA) for the specified pipe diameter. Said unit price shall include the Tees and all costs to deliver and unload the Tees at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CULVERT PIPE, FITTINGS, AND FABRICATIONS**

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated and used to obtain unit prices. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the unit bid price as the result of an increase or decrease in the quantities.
2. Unit prices quoted shall be F.O.B. the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.
3. Materials shall be delivered to the City within ten (10) calendar days from the date of receipt of the City's order.
4. Deliveries shall be made during the City's regular hours of operation, 7:30 a.m. to 4:00 p.m., Monday through Friday, except for Holidays, unless otherwise approved by the City's Municipal Services Manager.
5. City orders will, as can be practically scheduled, be "full truck load" quantities. In the event of a partial load, the Contractor and the City's Municipal Service Manager may agree to an extended delivery time with no adjustment in the unit price bid for the material ordered.
6. The City will award a contract to the successful bidder to provide culvert pipe, fittings, and fabrications beginning January 1, 2023 and ending December 31, 2023.
7. The contract shall terminate at 12:00 p.m., local time, December 31, 2023.

BASIS OF AWARD:

The City may award:

1. A **single contract** to one supplier to supply both types of pipe if the contractor submits the lowest responsive, responsible proposal for both types of pipe; or
2. As **two separate contracts** in the event that the lowest responsive, responsible proposal for each type of pipe is submitted by different contractors.

**CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET**

**Estimated Quantities for 2023
PROPOSAL A
CORRUGATED STEEL PIPE**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
54206001	CORRUGATED STEEL (CS) PIPE, 12-INCH	LF	1000	16.02	16,020.00
54206002	CORRUGATED STEEL (CS) PIPE, 15-INCH	LF	200	20.16	4,032.00
54206003	CORRUGATED STEEL (CS) PIPE, 18-INCH	LF	100	23.94	2,394.00
54206004	CORRUGATED STEEL (CS) PIPE, 24-INCH	LF	100	40.32	4,032.00
54206005	CORRUGATED STEEL (CS) PIPE, 30-INCH	LF	50	49.50	2,475.00
54206006	CORRUGATED STEEL (CS) PIPE, 36-INCH	LF	50	59.04	2,952.00
54206007	CORRUGATED STEEL (CS) PIPE, 48-INCH	LF	20	110.52	2,210.40
54206008	END SECTION (CS), 12-INCH, NO TOE PLATE	EA	20	80.40	1,608.00
54206009	END SECTION (CS), 15-INCH, NO TOE PLATE	EA	10	99.90	999.00
54206010	END SECTION (CS), 18-INCH, NO TOE PLATE	EA	10	129.40	1,294.00
54206011	END SECTION (CS), 24-INCH, NO TOE PLATE	EA	4	193.15	772.60
54206012	END SECTION (CS), 30-INCH, NO TOE PLATE	EA	2	385.30	770.60
54206013	END SECTION (CS), 36-INCH, NO TOE PLATE	EA	2	621.10	1,242.20
54206014	END SECTION (CS), 48-INCH, NO TOE PLATE	EA	2	1,633.50	3,267.00
54206015	UNIVERSAL BAND (CS), 12-INCH	EA	50	28.07	1,403.50
54206016	UNIVERSAL BAND (CS), 15-INCH	EA	20	32.18	643.60
54206017	UNIVERSAL BAND (CS), 18-INCH	EA	10	37.44	374.40
54206018	UNIVERSAL BAND (CS), 24-INCH	EA	10	47.12	471.20
54206019	UNIVERSAL BAND (CS), 30-INCH	EA	5	57.50	287.50
SUB-TOTAL FOR SHEET 1 - PROPOSAL A					<u>47,249.00</u>

**CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET**

**PROPOSAL A (continued)
CORRUGATED STEEL PIPE**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
54206020	UNIVERSAL BAND (CS), 36-INCH	EA	5	<u>65.78</u>	<u>328.90</u>
54206021	UNIVERSAL BAND (CS), 48-INCH	EA	5	<u>99.80</u>	<u>499.00</u>
54206022	TEE (CS), 12-INCH x 12-INCH x 12-INCH	EA	5	<u>218.80</u>	<u>1,094.00</u>
54206023	TEE (CS), 18-INCH x 18-INCH x 18-INCH	EA	5	<u>320.85</u>	<u>1,604.25</u>
SUB-TOTAL FOR PROPOSAL A - (FROM SHEET 1)					<u>47,249.00</u>
TOTAL					<u>50,775.15</u>

PROPOSAL A - SUPPLEMENTAL ITEMS

NOTE: Supplemental items may be required at the City's option. The UNIT PRICE entered for each item will be used to determine the compensation to the contractor to furnish these items. ***SUPPLEMENTAL ITEMS WILL NOT BE USED BY THE CITY TO DETERMINE THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.***

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
54206024	CORRUGATED STEEL (CS) PIPE, 12-INCH EQUIVALENT	LF	50	<u>N/A</u>	<u>N/A</u>
54206025	CORRUGATED STEEL (CS) PIPE, 15-INCH EQUIVALENT	LF	50	<u>21.60</u>	<u>1,080.00</u>
54206026	CORRUGATED STEEL (CS) PIPE, 18-INCH EQUIVALENT	LF	50	<u>25.38</u>	<u>1,269.00</u>
54206027	CORRUGATED STEEL (CS) PIPE, 24-INCH EQUIVALENT	LF	50	<u>42.48</u>	<u>2,124.00</u>
54206028	CORRUGATED STEEL (CS) PIPE, 30-INCH EQUIVALENT	LF	30	<u>51.66</u>	<u>1,549.80</u>
54206029	CORRUGATED STEEL (CS) PIPE, 36-INCH EQUIVALENT	LF	30	<u>61.56</u>	<u>1,846.80</u>

**CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET**

PROPOSAL A - SUPPLEMENTAL ITEMS (continued)

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
54206030	CORRUGATED STEEL (CS) PIPE, 48-INCH EQUIVALENT	LF	30	113.58	3,407.40
54206031	END SECTION (CS) PIPE, 12-INCH EQUIVALENT, NO TOE PLATE	EA	10	N/A	N/A
54206032	END SECTION (CS) PIPE, 15-INCH EQUIVALENT, NO TOE PLATE	EA	10	109.20	1,092.00
54206033	END SECTION (CS) PIPE, 18-INCH EQUIVALENT, NO TOE PLATE	EA	10	128.00	1,280.00
54206034	END SECTION (CS) PIPE, 24-INCH EQUIVALENT, NO TOE PLATE	EA	4	183.50	734.00
54206035	END SECTION (CS) PIPE, 30-INCH EQUIVALENT, NO TOE PLATE	EA	4	342.40	1,369.60
54206036	END SECTION (CS) PIPE, 36-INCH EQUIVALENT, NO TOE PLATE	EA	4	508.35	2,033.40
54206037	END SECTION (CS) PIPE, 48-INCH EQUIVALENT, NO TOE PLATE	EA	2	1,305.90	2,611.80
54206038	UNIVERSAL BAND (CS), 12-INCH EQUIVALENT	EA	25	28.07	701.75
54206039	UNIVERSAL BAND (CS), 15-INCH EQUIVALENT	EA	25	32.18	804.50
54206040	UNIVERSAL BAND (CS), 24-INCH EQUIVALENT	EA	25	47.12	1,178.00
54206041	UNIVERSAL BAND (CS), 30-INCH EQUIVALENT	EA	10	57.50	575.00
54206042	UNIVERSAL BAND (CS), 36-INCH EQUIVALENT	EA	5	65.78	328.90
54206043	UNIVERSAL BAND (CS), 48-INCH EQUIVALENT	EA	5	99.80	499.00

**END OF PROPOSAL A
FOR
CORRUGATED METAL PIPE**

BID SIGNATURE PAGE

If a Corporation

Corporate Name

Metal Culverts, Inc.

By Registered Agent:

Kathy Mohrman Kathy Mohrman
Signature (please sign in ink) Print Name

Business Address:

728 Heisinger Road, P.O. Box 330

Street
Jefferson City MO 65102

City State Zip
(573) 636-7312

Area Code Telephone Number

Name of Officers:

Ben W. Bielski Jr. 728 Heisinger Road,
Jefferson City, MO 65109

President Address
Ben W. Bielski III 728 Heisinger Road,
Jefferson City, MO 65109

Vice President Address
Tammy Thielemier 728 Heisinger Road,
Jefferson City, MO 65109

Secretary Address
Kathy Mohrman 728 Heisinger Road,
Jefferson City, MO 65109

Treasurer Address

Sole Proprietor

Firm Name

Signature of Bidder:

Signature (please sign in ink) Print Name

Business Address:

Street

City State Zip

Area Code Telephone Number

If a Partnership

Firm Name

By:

Signature (please sign in ink) Print Name

Business Address:

Street

City State Zip

Area Code Telephone Number

Name of all
Members of Firm

Name Address

Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Missouri)
) SS.
COUNTY OF Cole)

Michael Rackers, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
Metal Culverts, Inc., the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

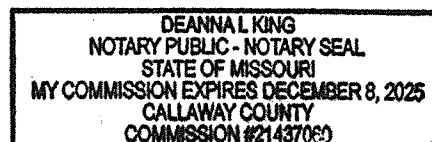
5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Michael L. Rackers
Michael L. Rackers
Manager of Sales/Production Expediting
Title

Subscribed and sworn to before me this 19th day of January,
2023.

Deanna King
Notary Public
Title

My Commission expires December 8, 2025.



Public Works

DATE: 2/1/2023

MEMO: 2023-11

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director
Jessica Coleman, Chief Procurement Officer

SUBJECT: Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
VCNA PRAIRIE LLC FOR THE PURCHASE OF
PORTLAND CEMENT CONCRETE**

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

Section 1. That the tabulation of the bids received for furnishing portland cement concrete presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of VCNA Prairie LLC in the amount of \$176,362.50, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and VCNA Prairie LLC for their bid price of \$176,362.50.

PRESENTED and ADOPTED this 6th day of February, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Portland Cement Concrete

VCNA Prairie, LLC
dba Prairie Material

Bid Date: JANUARY 24, 2023

Bridgeview, IL

Time: 4:00 p.m.

Description	QTY.	Unit	Unit Price	Total
10200401 Class PV Concrete (6 Bag)	250	CY	\$114.65	\$28,662.50
10200402 Class PV Concrete (6.5 Bag)	100	CY	\$117.65	\$11,765.00
10200403 Class PV Concrete (7 Bag)	700	CY	\$119.05	\$83,335.00
10200404 Class PP Concrete (6.5 Bag)	250	CY	\$116.60	\$29,150.00
10200405 Class PP Concrete (7 Bag)	100	CY	\$123.75	\$12,375.00
10200406 Controlled Low-Strength Material (CLSM)	100	CY	\$72.75	\$7,275.00
10200407 Delivery Fee (Less than 2 CY)	10	EA.	\$80.00	\$800.00
10200408 Delivery Fee (2 to 5 CY)	50	EA.	\$60.00	\$3,000.00

TOTAL

\$176,362.50

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by
As Requested

Quote due back

January 24, 2023 4:00 p.m.

Request for Quotation
(This is not an order)

Date: 1/13/2023

Attn:

Debbie Perry

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.

****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name

Dean A. Bush

By (Signature)

AREA operations Manager

Official Title

Date

TERMS
Net 30 days

F.O.B.
Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Annual material purchase of Portland cement concrete for the City of Decatur from Present - December 31, 2023. See attached specifications.		

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as emails, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed and emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

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

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE**

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS:

Materials shall meet the following requirements of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation:

- | | |
|------------------------------|---------------|
| (a) Cement | Section 1001. |
| (b) Water | Section 1002. |
| (c) Fine Aggregate | Section 1003. |
| (d) Coarse Aggregate | Section 1004. |
| (e) Chlorides | Section 1013. |
| (f) Portland Cement Concrete | Section 1020. |
| (g) Concrete Admixtures | Section 1021. |

Class PV Concrete (6 Bag), Class PV Concrete (6.5 Bag), Class PP Concrete (6.5 Bag), and Class PP Concrete (7 Bag) as specified shall conform to the applicable articles of Section 1020, "PORTLAND CEMENT CONCRETE" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Coarse Aggregate for **Class PV Concrete (6 Bag), Class PV Concrete (6.5 Bag), Class PP Concrete (6.5 Bag) and Class PP Concrete (7 Bag)** shall be Gradation Number CA 7 and shall conform to the applicable articles of Section 1004, "COARSE AGGREGATE" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Portland Cement for **Class PV Concrete (6 Bag), Class PV Concrete (6.5 Bag), Class PP Concrete (6.5 Bag), Class PP Concrete (7 Bag) and Controlled Low - Strength Material (CLSM)** shall conform to the applicable articles of Section 1001, "CEMENT" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE**

Fine Aggregate for **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** shall conform to applicable articles of Section 1003, "FINE AGGREGATES" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Water for **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** shall conform to applicable articles of Section 1002, "WATER" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Controlled Low - Strength Material (CLSM) shall conform to applicable articles of Section 1019, "CONTROLLED LOW - STRENGTH MATERIAL" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Calcium Chloride shall conform to the applicable articles of Section 1013, "CHLORIDES" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Admixtures to **Class PV Concrete (6 Bag)**, **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, and **Class PP Concrete (7 Bag)** shall conform to applicable articles of Section 1021, "CONCRETE ADMIXTURES" of the "Standard Specifications for Road and Bridge Construction", Current addition by the Illinois Department of Transportation.

Dye, when specified, shall meet the specifications for "Dye #SG450 - Maroon" and be mixed at a ratio of 25 pounds per cubic yard of concrete.

METHOD OF MEASUREMENT:

Class PV Concrete (6 Bag), **Class PV Concrete (6.5 Bag)**, **Class PP Concrete (6.5 Bag)**, **Class PP Concrete (7 Bag)** and **Controlled Low - Strength Material (CLSM)** will be measured for payment in cubic yards (CY). The concrete volume will be based on batch weights of the concrete converted to volumes by use of the conversion factor developed with the specific mix design. For a full load delivery, the vehicle operator shall provide to the responsible member of the City's MSC work crew a ticket verifying the amount of concrete delivered. For a partial load delivery, the vehicle operator shall obtain from the responsible member of the City's work crew a written acknowledgment of the amount of concrete delivered.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR**

PORTLAND CEMENT CONCRETE

Load Delivery Fee (Less than 2 CY.) and **Load Delivery Fee (2 CY. to 5 CY.)** will be measured at the contract unit price for each (EA). No measurement will be made for an order of more than five (5) cubic yards of the same concrete class to one work site in the same workday. No measurement will be made for a partial load required to complete an order of five (5) or more cubic yards of the same concrete class to one work site in the same workday unless it is the result of a reorder by the City. No measurement will be made in excess of six (6) to complete a multiple order totaling fifteen cubic yards or less of the same concrete class in the same workday.

Calcium Chloride and Retarder will be measured for payment in cubic yards - percent (CYP). A CYP is equal to one cubic yard of concrete with one percent, by weight, of the admixture material (e.g. A concrete mix having an admixture of 1 percent Calcium Chloride will be paid for as 1 CYP per actual cubic yard of mix, a concrete mix having an admixture of 2 percent Calcium Chloride will be paid for as 2 CYP per actual cubic yard of mix).

Portland Cement will be measured as a separate item for payment per bag (94 pounds per bag) when additional Portland cement is added to a concrete mix at the direction of the City's representative.

Dye will be measured for payment per pound of dye used.

BASIS OF PAYMENT:

Class PV Concrete (6 Bag), Class PV Concrete (6.5 Bag), Class PP Concrete (6.5 Bag), Class PP Concrete (7 Bag) and Controlled Low - Strength Material (CLSM) will be paid for at the contract unit price per cubic yard (CY) of the specified material. Said unit price shall include the material and all costs to mix, deliver and unload the concrete to any location within the corporate limits of the City of Decatur as directed by the City's representative.

Load Delivery Fee (Less than 2 CY.) and **Load Delivery Fee (2 CY. to 5 CY.)** will be paid for at the contract unit price of each (EA). Said unit price shall include all costs to deliver and unload the concrete to any location within the corporate limits of the City of Decatur as directed by the City's representative. No payment will be made for an order of more than five (5) cubic yards of the same concrete class to one work site in the same workday. No payment will be made for a partial load required to complete an order of five (5) or more cubic yards of the same concrete class to one work site in the same workday unless it is the result of a reorder by the City. No payment will be made in excess of six (6) to complete a multiple order totaling fifteen cubic yards or less of the same concrete class in the same workday.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE**

Calcium Chloride and Retarder will be paid for at the contract unit price for at each cubic yard - percent (CYP). Said unit price shall include the retarder and all costs to mix, deliver and unload the amended concrete mix to any location within the corporate limits of the City of Decatur as directed by the City's representative.

Portland Cement will be paid for at the contract unit price per bag (94 pounds). Said unit price shall include the Portland Cement and all costs to mix, deliver and unload the amended concrete mix to any location within the corporate limits of the City of Decatur as directed by the City's representative.

Dye will be paid for at the contract unit price per pound of dye used. Said unit price shall include the dye and all costs to mix the amended concrete mix to any location within the corporate limits of the City of Decatur as directed by the City's representative.

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the unit bid price as the result of an increase or decrease or decrease in the quantities.
2. Unit prices quoted shall be F.O.B. for delivery to any location within the City of Decatur corporate limits.
3. The Contractor shall deliver the specified concrete in the amount ordered, at the time specified, in a manner to coordinate with the City work crew's needs and to the location directed by the City's representative.
4. City will, as can reasonably be scheduled, consolidate orders to minimize the number of locations, travel time and distance for the Contractor.
5. The Contractor shall obtain the approval of the City Engineer for the mix design for each concrete class prior to delivery. In the event the mix design for a concrete class is changed, the Contractor shall obtain the approval of the City Engineer. The Contractor shall provide to the City's Municipal Services Manager and Water Services Manager the concrete plant operating schedule(s) including, at a minimum the following information:
 - Anticipated opening and closing dates for the plant.
 - Days of the week and hours for each day that deliveries can be made.
6. The Contractor shall advise the City's Municipal Services Manager and Water Services Manager prior to the temporary shutdown of the plant or other circumstances which may affect material availability.
7. The City will award a contract to the successful bidder to provide Portland Cement Concrete to the City beginning January 1, 2023 and ending December 31, 2023.
8. This contract shall terminate at 12:00 p.m., local time, December 31, 2023.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
PORTLAND CEMENT CONCRETE**

BASIS OF AWARD:

A **single contract** will be awarded by the City to the contractor submitting the lowest responsive, responsible proposal to the City.

**CITY OF DECATUR
PORTLAND CEMENT CONCRETE
PROPOSAL SHEET**

**Estimated Quantities for 2023
PORTLAND CEMENT CONCRETE PROPOSAL**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10200401	CLASS PV CONCRETE (6 BAG)	CY	250	<u>114.⁶⁵</u>	<u>28662.⁵⁰</u>
10200402	CLASS PV CONCRETE (6.5 BAG)	CY	100	<u>117.⁶⁵</u>	<u>11765.⁰⁰</u>
10200403	CLASS PV CONCRETE (7 BAG)	CY	700	<u>119.⁰⁵</u>	<u>83335.⁰⁰</u>
10200404	CLASS PP CON		0	<u>116.⁶⁰</u>	<u>29000.⁰⁰</u>
10200405	CLASS PP CON		10	<u>123.⁷⁵</u>	<u>12375.⁰⁰</u>
10200406	CONTROLLED I		10	<u>72.⁷⁵</u>	<u>7275.⁰⁰</u>
10200407	MATERIAL (CLS		0	<u>80.⁰⁰</u>	<u>800.⁰⁰</u>
10200407	LOAD DELIVER		0	<u>60.⁰⁰</u>	<u>30.00.⁰⁰</u>
10200407	2 CUBIC YARDS				
10200408	LOAD DELIVERY FEE (2 CUBIC	EA	10		
	YARD TO 5 CUBIC YARDS)				
TOTAL					<u>176212.⁵⁰</u>

SUPPLEMENTAL ITEMS

NOTE: Supplemental items may be required at the City's option. The UNIT PRICE entered for each item will be used to determine the compensation to the contractor to furnish these items. **SUPPLEMENTAL ITEMS WILL NOT BE USED BY THE CITY TO DETERMINE THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10200409	CALCIUM CHLORIDE	CYP	50	<u>2.50</u>	<u>125.⁰⁰</u>
10200410	RETARDER	CYP	50	<u>2.50</u>	<u>125.⁰⁰</u>
10200411	PORTLAND CEMENT	BAG	50	<u>N/A</u>	<u>—</u>
10200412	HEATED AGGREGATE AND WATER	CY	50	<u>8.⁰⁰</u>	<u>400.⁰⁰</u>
10200413	DYE	LBS	50	<u>100.⁰⁰</u>	<u>5000.⁰⁰</u>

BID SIGNATURE PAGE

If a Corporation

Corporate Name

VCNA Prairie LLC

By Registered Agent:

X

Business Address:

Signature (please sign in ink)
7601 W. 79th Street

Print Name

Street
Bridgeview Illinois 60455
City 708-458-0400 State Zip

Area Code Telephone Number

Name of Officers:

Edilson Chimilovski c/o 7601 W. 79th St., Bridgeview, IL 60455

President Carlos Herrera c/o 7601 W. 79th St., Bridgeview, IL 60455

Vice President Ann Straw c/o 7601 W. 79th St., Bridgeview, IL 60455

Secretary Carlos Herrera c/o 7601 W. 79th St., Bridgeview, IL 60455

Treasurer Address

Sole Proprietor

Firm Name

Signature of Bidder:

Business Address:

Signature (please sign in ink) Print Name

Street
City State Zip

Area Code Telephone Number

If a Partnership

Firm Name

By:

Business Address:

Signature (please sign in ink) Print Name

Street
City State Zip

Area Code Telephone Number

Name of all
Members of Firm

Name Address

Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILL

SS.

COUNTY OF Macon

Diana R. Baul BEING FIRST DULY
SWORN, says that:

1) He is, (Owner, Partner, Officer, Representative, or Agent) of
WANA Prairie LLC Prarie, Illinois the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract,
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Diana R. Baul

Area Operations Manager
Title

Subscribed and sworn to before me this

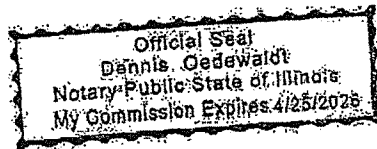
24th

day of January

2023.

[Signature]
Notary Public
Title

My Commission expires 4/25/2026



City Clerk

DATE: 1/31/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Approving the Transfer of 1421 East Orchard Street, Decatur, Illinois from Woodford Homes, Inc. to Old King's Orchard Community Center.

BACKGROUND: This item has been on the City Council's agenda before when direct transfer to DOVE was authorized. Since then, DOVE decided that they cannot operate and manage 1421 East Orchard along with the other transitional property we are developing for them on East John Street; so the city sought another recipient of the Orchard Street property who would use it for a charitable purpose in pursuit of the city's community development goals, and preferably for transitional housing. The Macon County Mental Health Board and OKO Community Center have worked out a way for the latter organization to use the property for transitional housing. If, at some time in the future, OKO Community Center cannot sustain its operation of the building, it will be returned to the city.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING THE TRANSFER OF
1421 EAST ORCHARD STREET, DECATUR, ILLINOIS FROM WOODFORD
HOMES, INC. TO OLD KING’S ORCHARD COMMUNITY CENTER**

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

WHEREAS, the City of Decatur, Illinois, executed a Memorandum of Understanding with Woodford Homes, Inc., a not-for-profit entity that partners with the Macon County Mental Health Board, in October 2020, whereby Woodford Homes, Inc. agreed to provide a Warranty Deed to the City of Decatur, Illinois transferring property to the City of Decatur, Illinois located at 1421 East Orchard Street, Decatur; and,

WHEREAS, the City of Decatur, Illinois, desired to acquire 1421 East Orchard Street, Decatur to be used for transitional housing; and,

WHEREAS, Old King’s Orchard Community Center, desires to acquire 1421 East Orchard Street, Decatur to provide transitional housing in support of the Juvenile Redeploy Illinois program and similar programs requiring access to transitional housing; and,

WHEREAS, the City of Decatur, Illinois, supports Old King’s Orchard Community Center’s acquisition of 1421 East Orchard Street, Decatur for such purposes.

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

Section 1. That the City of Decatur, Illinois approves of the transfer of 1421 East Orchard Street, Decatur directly from Woodford Homes, Inc. to Old King’s Orchard Community Center.

PRESENTED AND ADOPTED this ____ day of February, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Public Works

DATE: 1/30/2023

MEMO: 2023-13

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Amending Ordinance No. 2023-04 Annexing Territory Danceland Addition

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance Amending Ordinance No. 2023-04 Annexing territory at Danceland Addition be approved.

BACKGROUND: Ordinance No. 2023-04 was passed by Council on January 17, 2023. Upon review, a typographical error in the Property Identification Number (PIN) was noticed on the Ordinance passed by Council. All other legal documents and notices were correct.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Amending Ordinance No. 2023-04 Annexing Territory Danceland Addition	Ordinance

ORDINANCE NO. _____

**ORDINANCE AMENDING ORDINANCE NO. 2023-04 ANNEXING TERRITORY
DANCELAND ADDITION**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Thomas E. Patterson as Trustee of L.E. Trust, requesting that there be annexed to the City territory described as:

LOT FOUR (4) OF DANCELAND ADDITION, AS PER PLAT RECORDED IN BOOK 5000 PAGE 200 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.
SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-25-303-011_

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

WHEREAS, a typographical error occurred in Ordinance No. 2023-04 that needs corrected.

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 6th day of February 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder

Book: 4936 Page: 485

Receipt #: 132429

Doc#: 2007089

Pages Recorded: 4

Recording Fee: \$53.00

Authorized By: Mary A. Eaton

Date Recorded: 1/20/2023 1:12:13 PM

FILED

JAN 20 2023

JOSH TANNER
COUNTY CLERK

ORDINANCE NO. 2023-04

**ORDINANCE ANNEXING TERRITORY
DANCELAND ADDITION**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Thomas E. Patterson as Trustee of L.E. Trust, requesting that there be annexed to the City territory described as:

LOT FOUR (4) OF DANCELAND ADDITION, AS PER PLAT RECORDED IN BOOK 5000 PAGE 200 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-25-303-001_

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.

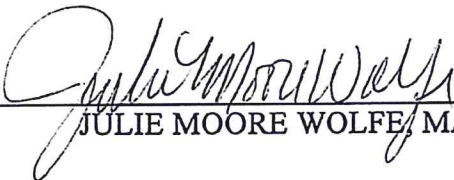
Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, 486 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 17th day of January 2023.


JULIE MOORE WOLFE, MAYOR

ATTEST:


KIM ALTHOFF, CITY CLERK

UNDEVELOPEDPETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

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

LOT FOUR (4) OF DANCELAND ADDITION, AS PER PLAT RECORDED IN BOOK 5000
PAGE 200 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #17-12-25-303-011

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Thomas E. Patterson</u>	<u>Thomas E. Patterson</u>	<u>200 West Monroe St #2025</u>
<u>as Trustee of the L.E. Talent</u>	<u>L.E. Talent</u>	<u>Chicago Ill 60606</u>

Signed and sworn to before me 21st day of December, 2022

Jermaine L. Powell
Notary Public

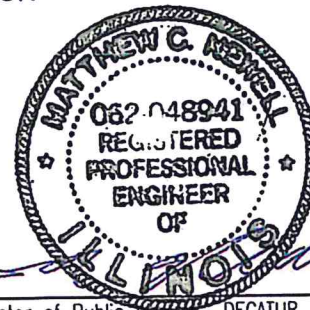
(Rev. 1/2019)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
LOT FOUR (4) DANCELAND ADDITION

-  indicates territory annexed
-  indicates existing corporate limits
- 12.043± acres
- AREA 0.0188± sq. miles
- 1650± lin. ft. of public road
- SOUTH WHEATLAND township



12-9-22

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

Exhibit B

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: 203-04
DATE: Jan 17, 2023