



**Monday, February 5, 2018
5:30 PM**

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

III. Approval of Minutes

Approval of Minutes of January 16, 2018 City Council Meeting

IV. Unfinished Business

V. New Business

1. City Manager's Budget Update
2. Resolution Authorizing An Agreement With Macon County Soil & Water Conservation District
3. Resolution Accepting the Bid of Mack Sales & Service, Inc., Decatur, IL, for the Purchase of One (1) 2019 Mack Granite Tandem Axle Dump Truck
4. Resolution Accepting the Bid of Dunn Company for the Purchase of Asphalt
5. Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate
6. Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe
7. Resolution Accepting the Bid of VCNA Prairie Material Inc. for the Purchase of Portland Cement Concrete
8. Resolution to Approve a Professional Engineering Services Agreement with AECOM Technical Services, Inc. for the Ellen and Division Inflow and Infiltration Reduction Project, City Project 2018-01
9. Resolution to Approve a Change Order to the Agreement with ADS Environmental Services, Inc. for the 2017 Flow Monitoring Services, City Project 2017-01

10. Resolution Authorizing a Professional Engineering Services Agreement with Farnsworth Group to Design Storm Drainage Improvements of 32nd/Fulton Area, City Project 2016-04
11. Ordinance Vacating an Easement in the 3900 Block of County Fair Drive
12. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Authorizing Community Development Block Grant (CDBG) Subrecipient Agreement FY 2017-2018 Adult Education Training Program-Project READ
 - C. Resolution Authorizing Community Development Block Grant (CDBG) Subrecipient Agreement FY 2017-2018 Adult Education Training Program-Good Samaritan Inn

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session Under Section 2 Open Meetings Act (c) (1) for the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body.

VIII. Adjournment

Council Information - Lake Decatur Watershed Protection Program 4th Quarter Report

Council Information - Lake Decatur Watershed Protection Program - Year End Report

CITY COUNCIL MINUTES
Tuesday, January 16, 2018

On Tuesday, January 16, 2018, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Pat McDaniel. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance to the Flag.

Mayor Julie Moore Wolfe called for Appearance of Citizens:

District Executive Matt Kaufman with Lincoln Trails Boy Scouts spoke in favor of the Celebration fence. Mr. Kaufman stated that the Decatur Celebration is a good fund raiser for the boy scouts.

The minutes of the January 2, 2018, Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Julie Moore Wolfe called for New Business.

R2018-01 Resolution Authorizing Consulting Services Agreement – Ann L. Schneider & Associates, LLC, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2018-02 Resolution Authorizing Intergovernmental Agreement with the County of Macon, was presented. Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2018-03 Resolution Regarding Temporarily Closing Some Downtown Sidewalks – Decatur Celebration, was presented. Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Producer/Director Lori Sturgill and Board President Jeff Ludwick with the Decatur Celebration responded to Council members' questions regarding the Celebration fence.

Greg Farris with Decatur Lincolnland AMBUCS, Jennifer Tolladay with Elite Energy Show Choir, and Andrew Chiligris with Macon County Title Company spoke in support of the Decatur Celebration fence.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, and Mayor Julie Moore Wolfe voted aye. Councilman Pat McDaniel voted nay. Six ayes and one nay. Mayor Julie Moore Wolfe declared the motion carried.

R2018-04 Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with the Decatur Park District to Obtain Internet Access through the City of Decatur Fiber Network, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Information Technology Director Jim Edwards responded to Council members' questions regarding the proposed contracts with the Decatur Park District and the Macon County Sheriff's Office. Mr. Edwards also answered Council's questions concerning possible future customer fiber network opportunities.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2018-05 Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with the Macon County Sheriff's Office to obtain Internet Access through the City of Decatur Fiber Network, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

FY2018 Resolution Authorizing Subrecipient Agreement with the Coalition of Neighborhood Organizations (CONO). Councilman Pat McDaniel moved that the Resolution be tabled until next month; seconded by Councilman Charles Kuhle.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried to table the item.

R2018-06 Resolution Authorizing City Manager to Purchase Property Located at 330 W. Mound Rd., Decatur, IL, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2018-01 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2017 Series Bond, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for other business. Mayor Julie Moore Wolfe requested that City Manager Tim Gleason conduct a study on what the City's space needs are as Council looks at the future as to what Council has to do financially in the community.

Councilwoman Lisa Gregory requested that the Treasurer's financial report be moved to the first item under new business on the Council agenda for 2018.

Councilman Bill Faber read ten legislative initiatives that he would like Council and staff to consider.

With no other business, Mayor Julie Moore Wolfe called for Recess to Study Session for the Treasurer's Financial Report. Councilman Pat McDaniel motioned to Recess to Study Session; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Finance Director Gregg Zientara provided the monthly Treasurer's report and answered Council's questions regarding the City's budget. Council members shared their comments and concerns regarding raising fees and capturing sales tax.

Mayor Julie Moore Wolfe called for Recess to Closed Executive Session under Section 2 Open Meetings Act (c) (1) for the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body. Councilwoman Dana Ray motioned to Recess to Closed Executive Session; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Council returned to the regular Council meeting following Closed Executive Session.

Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilman Charles Kuhle. All were in favor by voicing no objections. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 7:07 p.m.

Approved _____
Debra G. Bright
City Clerk

Public Works

DATE: 1/23/2018

MEMO: 2018-06

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager

SUBJECT:

Macon County Soil and Water Conservation District Agreement for
Lake Decatur Watershed Conservation Services

SUMMARY RECOMMENDATION:

Council adopt the attached resolution authorizing a two year agreement for Lake Decatur Watershed Conservation Services with the Macon County Soil and Water Conservation District (District) at a cost not to exceed \$303,938.

BACKGROUND:

Since 1988 the City has annually funded watershed conservation services with the District. The 2016-2017 agreement provided the District with up to \$148,989 annually. The agreement is a cost reimbursable arrangement with monthly invoicing.

The proposed new two year agreement is for a cost not to exceed \$151,969 in 2018 and 2019, for a total of \$303,938. This is a 2% cost of living increase from the funding level provided for 2016-2017.

The proposed agreement describes the services that the District will provide to the City. They are identical to the former agreement and include:

- Providing technical assistance, research, review, recommendations and public support for watershed management related topics and issues.
- Planning and presenting at least 12 watershed conservation public education programs.
- Planning, allocating and implementing watershed conservation cost share projects in

the amount of \$25,000 annually.

- Employing a full time Lake Decatur Watershed Specialist, full time Lake Decatur Watershed Technician and 1/3 of the time for an Administrative Coordinator or equivalent.

These yearly agreements have been extremely successful and enhance other available conservation funding. For example, last year the District was approved for and/or awarded \$325,755 in state and federal grants to plan, promote and construct best management practice (BMP) water quality improvements in the Lake Decatur watershed.

PRIOR COUNCIL ACTION:

Similar agreements have been approved by the City Council since 1988.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863.

BUDGET/TIME IMPLICATIONS: This expenditure is annually included in the Lake Services operating budget.

COPY:

Mike Hortin, MCSWCD Board Chair

Cassandra Wilcoxen, MCSWCD Lake Decatur Watershed Specialist

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. R2018-_____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
MACON COUNTY SOIL & WATER CONSERVATION DISTRICT**

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

Section 1. That the Agreement presented to the Council herewith between the Macon County Soil and Water Conservation District and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and the Macon County Soil & Water Conservation District for a cost not to exceed \$303,938.

PRESENTED AND ADOPTED this 5th day of February 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

AGREEMENT

WHEREAS, the City of Decatur, Illinois (City) desires to cooperate with the Macon County Soil and Water Conservation District (District), to encourage, promote and establish good soil and water conservation practices in the Lake Decatur Watershed area in order to keep the soil on the land and reduce fertilizer, herbicide and pesticide runoff into Lake Decatur.

NOW, THEREFORE, IT IS AGREED by and between the District and the City as follows:

The term of this Agreement is for twenty four (24) months, commencing January 1, 2018 and ending December 31, 2019.

1. If the City desires to continue these conservation efforts beyond the time period of this Agreement, the City and District will develop a proposed work program. The District will then submit a budget for this work program to the City for initial review no later than September 30th of the year preceding the termination of this Agreement.
2. The District will, when requests are submitted in a timely manner, provide to the City technical assistance, research, review, recommendations and public support for Lake Decatur watershed activities, including but not limited to watershed management planning and plans, nonpoint source pollution control, Heart of the Sangamon Ecosystem Partnership, Agricultural Watershed Institute, public and private grants, City owned agricultural land, Lake Decatur dredging, sediment reuse, and other City requests. The City recognizes that some of these services may require additional District Board approval.
3. The District will plan and present at least twelve soil and water conservation public education programs, including urban erosion control and storm water management concerns, per calendar year. The programs will be directed at both urban and rural landowners in the Lake Decatur Watershed and will relate to the reduction of non point source pollution into Lake Decatur.
4. The District will plan, allocate and implement \$25,000 annually during the term of this Agreement for Lake Decatur watershed conservation cost share projects, as determined by the cost share docket approved annually by the District Board and the City.
5. The City will pay to the District up to \$151,969 annually during the duration of this Agreement for the employment of a full time Lake Decatur Watershed Specialist, a full time Lake Decatur Watershed Technician, one third of the time for an Administrative Coordinator or approved equivalent, conservation education programs, conservation cost share projects, grant submittals and administration, and technical assistance.
6. The District shall prepare and submit to the City each month a detailed invoice and activities report of the District's expenditures to perform the terms of this Agreement for the previous month. The invoice and report will be submitted to the City no later than 15 business days after the first day of each month. Upon approval of each invoice by the City, prompt payment will be made to the District. An annual report including a financial and activities summary will

be submitted to the City no later than 20 business days after the end of each calendar year.

7. The District shall permit the City to examine its books and records upon reasonable notice and during customary business hours.
8. All documents and records in the possession of the District, sub-consultants, sub-contractors and any other person employed by the District, sub-consultants, or sub-contractors to perform a governmental function on the City of Decatur's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The District 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.
9. This Agreement may be terminated without cause by either party subject to a 15 business day U.S. mail postage prepaid written notice and the right of the party being terminated to meet and discuss the termination with the other party before the termination takes place.

District contact is:
Board Chair
Macon Co. Soil & Water Conservation District
3342 N. President Howard Brown Blvd.
Decatur IL 62521

City contact is:
City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur IL 62523

10. This Agreement supersedes and replaces all earlier agreements between the parties hereto.

DATED this 12th day of January, 2018.

MACON COUNTY SOIL AND WATER
CONSERVATION DISTRICT

By Michael Hortin
Michael Hortin, Board Chair

THE CITY OF DECATUR, ILLINOIS

By _____
Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Public Works

DATE: 1/24/2018

MEMO: 2018-03

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid of Mack Sales & Service, Inc., Decatur, IL, for the Purchase of One (1) 2019 Mack Granite Tandem Axle Dump Truck.

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$132,724 to Mack Sales & Service, Inc., Decatur, IL, to furnish one (1) 2019 Mack Granite tandem axle dump truck.

BACKGROUND:

The Public Works Department, Water Services Division has requested one (1) new tandem axle dump truck to replace one (1) 17-year-old tandem axle dump truck which will be sold at a later date.

The unit being auctioned is a 2000 International 4900 tandem axle dump truck with 8,755 hours. This unit was selected to be replaced due to its age and condition. The normal life expectancy is ten (10) years.

The replacement vehicle is estimated to be delivered in 180 days.

OTHER BIDDERS: Seventeen (17) bid packets were sent out with six (6) bids returned. One (1) of the returned bids was non-responsive due to the vendor not complying with the specifications.

DISPOSAL OF REPLACED UNIT: The old unit is to be sold at a later date.

LEGAL REVIEW: There are no contracts for Legal to review.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: There are no known objections.

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

STAFF REFERENCE: Matthew Newell, Public Works Director, and Dan Mendenall, Municipal Services Manager. This memorandum was prepared by Mark DeVivo, Interim Fleet Supervisor. Matthew Newell will be in attendance at the City Council meeting to answer any questions from the Council on this item.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY2018 Budget.

COPY: Mack Sales & Service, Inc.

ATTACHMENTS:

Description	Type
Resolution 2018-03	Resolution Letter
2018-03 Bid Tab	Backup Material

RESOLUTION NO. _____

Resolution Accepting the Bid of Mack Sales & Service, Inc., Decatur, IL, for the Purchase of One (1) 2019 Mack Granite Tandem Axle Dump Truck

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

Section 1. That the tabulation of the bid received for one (1) 2019 Mack Granite Tandem Axle Dump Truck Bid presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the cost of Mack Sales & Service, Inc., in the amount of \$132,724, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Mack Sales & Service, Inc., for their price of \$132,724.

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

PRESENTED and ADOPTED this 5th day of February, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

Project Name: Tandem Axle Dump Truck				Mack Sales & Service of Decatur, IL		Truck Centers, Inc.		Rush Truck Centers of IL		CIT Trucks, LLC		CIT Trucks, LLC	
Alternate 1: Conventional Bid													
Project Number: PUR2017-14				Decatur, IL		Morton, IL		Normal, IL		Normal, IL		Normal, IL	
Bid Date: January 10, 2018													
Time: 10:00 a.m.													
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Alternate 1: Conventional Bid			Mack		Western Star		International		Kenworth		Volvo	
				Granite		4700SF		7400 / 2019		T470 / 2019		VHD / 2019	
				2019		2019							
	Tandem Axle Dump Truck	1			\$132,724.00		\$132,806.00		\$134,944.00		\$138,476.00		\$149,065.00
TOTAL					\$132,724.00	\$132,806.00	\$134,944.00	\$138,476.00	\$149,065.00				

Public Works

DATE: 1/22/2018

MEMO: 2018-01

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Interim Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Annual Material Purchases for the Public Works Department

SUMMARY RECOMMENDATION:

Please see attached Council Memo 2018-01.

COPY:

Dunn Company
Beelman Logistics, LLC
Metal Culverts, Inc.
VCNA Priaire Material, Inc.

ATTACHMENTS:

Description	Type
Council Memo 2018-01	Cover Memo
Resolution - Yearly Asphalt Purchase Dunn Co	Resolution Letter
Bid Tab Asphalt	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2018-01**

DATE: January 22, 2018

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Interim Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Annual Material Purchases for the Public Works Department

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 \$63,825 with Dunn Company, as the lowest qualified bidder to provide asphalt for Fiscal Year 2018.
2. Resolution approving an annual purchase order for \$30,609.50 with Beelman Logistics, LLC, as the lowest qualified bidder to provide crushed stone aggregate for Fiscal Year 2018.
3. Resolution approving an annual purchase order for \$24,980.26 with Metal Culverts, Inc., as the lowest qualified bidder to provide corrugated steel pipe for Fiscal Year 2018.
4. Resolution approving an annual purchase order for \$160,137 with VCNA Prairie Material Inc., as the lowest qualified bidder to provide portland cement concrete for Fiscal Year 2018.

PRIOR COUNCIL ACTION:

The City issues material purchase orders annually to provide construction materials for street maintenance work performed by the Public Works Department.

BACKGROUND:

The City has open purchase orders throughout the year to provide materials for street maintenance work. Asphalt 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	\$63,825.00
Crushed Stone Aggregate (CA 6, 2" Coarse Aggregate, 6"-8" Rock)	
Beelman Logistics LLC	\$30,609.50
Corrugated Steel Pipe	
Metal Culverts, Inc.	\$24,980.26
Coady Supply Co., Inc.	\$26,082.50
Portland Cement Concrete Materials	
VCNA Prairie Material Inc.	\$160,137.00
Capitol Concrete, Inc.	\$160,200.00
Grohne Concrete	\$160,200.00

SCHEDULE: The Purchase Orders are for Fiscal Year 2018, ending December 31, 2018.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Interim Public Works Director. 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.

Attach: 8

cc: Dunn Company
Beelman Logistics LLC
Metal Culverts, Inc.
VCNA Prairie Material, Inc.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
DUNN COMPANY FOR THE PURCHASE OF ASPHALT**

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

Section 1. That the tabulation of the bid received for furnishing asphalt presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of Dunn Company, in the amount of \$63,825, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Dunn Company, for their bid price of \$63,825.

PRESENTED and ADOPTED this 5th day of February, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Project Name: Bituminous Pavement Materials Project Number: Bid Date: January 4, 2018 Time: 4:00 p.m.				Tyrolt Inc. dba Dunn Company Decatur, IL	
	Description	QTY.	Unit	Unit Price	Total
	40600001 Class 1, Type 2, Mixture C	400	TON	\$83.00	\$33,200.00
	40600002 Cold Mix (M19-07)	100	TON	\$90.00	\$9,000.00
	40600003 Cold Mix (M120-07)	150	TON	\$120.00	\$18,000.00
	Handling Cost (HC) Adjustment	1		\$3,625.00	\$3,625.00

TOTAL

\$63,825.00

Public Works

DATE: 1/22/2018

MEMO: 2018-01

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Interim Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate.

SUMMARY RECOMMENDATION:

Resolution approving an annual purchase order for \$30,609.50 with Beelman Logistics, LLC, as the lowest qualified bidder to provide crushed stone aggregate for Fiscal year 2018.

ATTACHMENTS:

Description	Type
Resolution Beelman Logistics LLC	Resolution Letter
Bid Tab Crushed Stone Aggregate	Backup Material

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 the bids received for furnishing crushed stone aggregate presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of Beelman Logistics LLC, in the amount of \$30,609.50, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Beelman Logistics LLC, for their bid price of \$30,609.50.

PRESENTED and ADOPTED this 5th day of February, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Project Name: Crushed Stone Aggregate Project Number: Bid Date: January 4, 2018 Time: 4:00 p.m.				Contractor's Recycled Material Decatur, IL		Beelman Logistics, LLC East St. Louis, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	10040101 Crushed Stone (CA6, Delivered)	1,000	TON		No Bid	\$16.98	\$16,980.00
	10040102 Recycled Concrete (Picked Up)	500	TON	\$11.25	\$5,625.00		No Bid
	10040103 Crushed Stone (CA 18, Delivered)	75	TON		No Bid		No Bid
	10040104 Coarse Aggregate (2 Inch, Delivered)	100	TON		No Bid	\$24.68	\$2,468.00
	10050101 Ag Ditch Rock (6 to 8 Inch, Delivered)	350	TON		No Bid	\$31.89	\$11,161.50
	10050102 Ag Ditch Rock (6 to 8 Inch, Picked Up)	100	TON		No Bid		No Bid

TOTAL

\$5,625.00

\$30,609.50

Public Works

DATE: 1/22/2018

MEMO: 2018-01

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Interim Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe.

SUMMARY RECOMMENDATION: Resolution approving an annual purchase order for \$24,980.26 with Metal Culverts, Inc., as the lowest qualified bidder to provide corrugated steel pipe for Fiscal year 2018.

ATTACHMENTS:

Description	Type
Resolution Metal Culverts-Corrugated Steel Pipe	Resolution Letter
Bid Tab - Corrugated Steel Pipe, Metal Culverts	Backup Material

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 the bids received for furnishing corrugated steel pipe presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of Metal Culverts, Inc., in the amount of \$24,980.26, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Metal Culverts, Inc., for their bid price of \$24,980.26.

PRESENTED and ADOPTED this 5th day of February, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Project Name: Corrugated Steel Pipe Bid Date: January 4, 2018 Time: 4:00 p.m.				Metal Culverts, Inc. Jefferson City, MO		Coady Supply Co. Inc. Springfield, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	54206001 Corrugated Steel 12-inch	1,000	LF	\$7.44	\$7,440.00	\$6.94	\$6,940.00
	54206002 Corrugated Steel 15-inch	200	LF	\$9.36	\$1,872.00	\$8.34	\$1,668.00
	54206003 Corrugated Steel 18-inch	100	LF	\$11.11	\$1,111.00	\$10.45	\$1,045.00
	54206004 Corrugated Steel 24-inch	100	LF	\$18.71	\$1,871.00	\$16.60	\$1,660.00
	54206005 Corrugated Steel 30-inch	50	LF	\$22.97	\$1,148.50	\$20.82	\$1,041.00
	54206006 Corrugated Steel 36-inch	50	LF	\$27.39	\$1,369.50	\$24.96	\$1,248.00
	54206007 Corrugated Steel 48-inch	20	LF	\$51.27	\$1,025.40	\$45.25	\$905.00
	54206008 End Section 12-inch, no toe plate	20	EA	\$44.96	\$899.20	\$58.00	\$1,160.00
	54206009 End Section 15-inch, no toe plate	10	EA	\$57.12	\$571.20	\$78.00	\$780.00
	54206010 End Section 18-inch, no toe plate	10	EA	\$74.00	\$740.00	\$98.00	\$980.00
	54206011 End Section 24-inch, no toe plate	4	EA	\$110.44	\$441.76	\$160.00	\$640.00
	54206012 End Section 30-inch, no toe plate	2	EA	\$186.32	\$372.64	\$295.00	\$590.00
	54206013 End Section 36-inch, no toe plate	2	EA	\$300.32	\$600.64	\$396.00	\$792.00
	54206014 End Section 48-inch, no toe plate	2	EA	\$891.06	\$1,782.12	\$998.00	\$1,996.00
	54206015 Universal Band, 12-inch	50	EA	\$15.81	\$790.50	\$11.75	\$587.50
	54206016 Universal Band, 15-inch	20	EA	\$17.29	\$345.80	\$14.00	\$280.00
	54206017 Universal Band, 18-inch	10	EA	\$19.10	\$191.00	\$19.50	\$195.00
	54206018 Universal Band, 24-inch	10	EA	\$22.98	\$229.80	\$40.00	\$400.00
	54206019 Universal Band, 30-inch	5	EA	\$27.10	\$135.50	\$55.00	\$275.00
	54206020 Universal Band, 36-inch	5	EA	\$32.34	\$161.70	\$60.00	\$300.00
	54206021 Universal Band, 48-inch	5	EA	\$48.36	\$241.80	\$90.00	\$450.00
	54206022 Tee, 12 inch x 12 inch	5	EA	\$133.47	\$667.35	\$170.00	\$850.00
	54206023 Tee, 18 inch x 18 inch	5	EA	\$194.37	\$971.85	\$260.00	\$1,300.00

TOTAL

\$24,980.26

\$26,082.50

Public Works

DATE: 1/22/2018

MEMO: 2018-01

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matthew C. Newell, P.E., Interim Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution accepting the bid of VCNA Prairie Material Inc. for the purchase of Portland cement concrete.

SUMMARY RECOMMENDATION: Resolution approving an annual purchase order for \$160,137 with VCNA Prairie Material Inc., as the lowest qualified bidder to provide Portland cement concrete for Fiscal Year 2018.

ATTACHMENTS:

Description	Type
Resolution VCNA Prairie Material, Inc.	Resolution Letter
Bid Tab - VCNA, Portland Cement Concrete	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
VCNA PRAIRIE MATERIAL INC.
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 be, and it is hereby, received, and placed on file.

Section 2. That the bid of VCNA Prairie Material Inc. in the amount of \$160,137, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and VCNA Prairie Material Inc. for their bid price of \$160,137.

PRESENTED and ADOPTED this 5th day of February, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Project Name: Portland Cement Concrete Project Number: Bid Date: January 4, 2018 Time: 4:00 p.m.				VCNA Prairie, LLC Bridgeview, IL	Decatur Construction Services, Inc. dba Capitol Concrete Decatur, IL	Decatur Construction Services, Inc. dba Grohne Concrete Decatur, IL
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	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	10200401 Class PV Concrete (6 Bag)	250	CY	\$100.62	\$25,155.00	\$104.75	\$26,187.50	\$104.75	\$26,187.50
				\$					
	10200402 Class PV Concrete (6.5 Bag)	100	CY	\$106.62	\$10,662.00	\$106.75	\$10,675.00	\$106.75	\$10,675.00
	10200403 Class PV Concrete (7 Bag)	700	CY	\$108.80	\$76,160.00	\$108.75	\$76,125.00	\$108.75	\$76,125.00
	10200404 Class PP Concrete (6.5 Bag)	250	CY	\$106.20	\$26,550.00	\$106.75	\$26,687.50	\$106.75	\$26,687.50
	10200405 Class PP Concrete (7 Bag)	100	CY	\$109.10	\$10,910.00	\$108.75	\$10,875.00	\$108.75	\$10,875.00
	10200406 Controlled Low-Strength Material (CLSM)	100	CY	\$72.00	\$7,200.00	\$64.00	\$6,400.00	\$64.00	\$6,400.00
	10200407 Delivery Fee (Less than 2 CY)	10	EA.	\$100.00	\$1,000.00	\$75.00	\$750.00	\$75.00	\$750.00
	10200408 Delivery Fee (2 to 5 CY)	50	EA.	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00

TOTAL

** - Additional stops - \$25.00 per stop

\$160,137.00

\$160,200.00

**

\$160,200.00

**

Public Works

DATE: 1/29/2018

MEMO: 2018-02

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Resolution Approving Agreement with AECOM for the Ellen and Division Inflow and Infiltration Reduction Project, City Project 2018-01

SUMMARY RECOMMENDATION: Please see attached memorandum.

ATTACHMENTS:

Description	Type
2018-02 Memo	Cover Memo
2018-02 Resolution AECOM	Resolution Letter
2018-02 AECOM Agreement	Backup Material
2018-02 Figure A-D	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2018-02**

DATE: January 23, 2018

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Interim Public Works Director

SUBJECT: Agreement with AECOM for the Ellen and Division Inflow and Infiltration Reduction Project, City Project 2018-01 and a Change Order to the Agreement with ADS Environmental Services, Inc. for the 2017 Flow Monitoring Services, City Project 2017-01

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest:

1. A Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) to provide professional services for the Ellen and Division Basin Inflow and Infiltration Reduction Project for a total fee not to exceed \$356,767.
2. A Change Order to the Agreement between the City of Decatur and ADS Environmental Services (ADS) to provide professional services for the 2017 Target Area Flow Monitoring Services to assist the City with preparing the sewer system reports and tasks required by the Administrative Consent Order. Change Order No. 1 adds \$88,674.00 to the existing \$462,944.28 Agreement for a total fee of \$551,618.28.

PRIOR COUNCIL ACTION:

See Appendix A.

SANITARY SEWER PRIORITIES:

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

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

The Administrative Consent Order and Professional Engineering Services Agreement with AECOM will address sanitary sewer priorities 2, 3, and 4.

BACKGROUND:

Administrative Consent Order

In 2012, the United States Environmental Protection Agency (US EPA) served Decatur with an Administrative Consent Order (ACO), requiring the City to eliminate overflows and reduce basement backups. Staff retained outside counsel with expertise and direct experience in US EPA administration of the Clean Water Act. With the assistance of outside counsel and AECOM, extensive negotiations between the City and the US EPA resulted in the US EPA's issuance of an ACO that was greatly limited in scope compared to the initial Order. This was in large measure due to the City's ongoing commitment to improving its sanitary sewer systems, and its good faith efforts to negotiate a reasonable ACO with the US EPA.

The Administrative Consent Order's major requirements included:

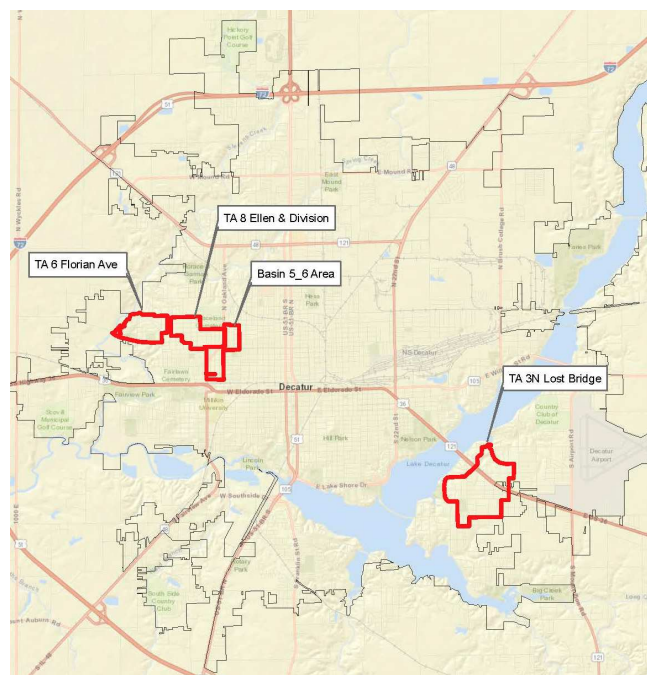
1. A Development of a Capacity Management, Operations, and Maintenance (CMOM) program. The CMOM program provides a comprehensive review of the City's sewer collection system asset, including system management, maintenance, and capital improvement funding.
2. Preparation of a Sewer Collection System Alternatives Analysis (SCSAA) for areas identified as experiencing Sanitary Sewer Overflows (SSOs) and sewer back-ups during storm events. The analysis will focus on efforts to keep storm water from entering into the separate sanitary sewer system and better manage stormwater entering the combined sewer system.

US EPA Administrative Consent Order Status

The City submitted a third revision to the required Sanitary Sewer Collection System Analysis (SCSAA) on November 30, 2017. The revised SCSAA identified four major areas of concern (see Figure A-D for location maps):

1. North Lost Bridge Area
2. Florian Avenue Area
3. Basin 5/6 Area (Grand / Rt.48)
4. Ellen / Division Area

The Ellen / Division Area was identified as an additional study area during the rainfall events that occurred during the preparation of the revised SCSAA. Rain induces sanitary sewer overflows persisted in the area despite sewer system improvements that were completed in the area. These persistent overflows require that an Inflow / Infiltration study be completed for the area and that it be added to the list of priority areas to be addressed by the City as identified in the SCSAA.



The table below provides the project status of each area. The Consent Order currently requires that all studies, designs, and construction work be completed by December 31, 2020.

	Project Name	Proposed Start Date	Proposed Completion Date
1	North Lost Bridge Area Preliminary Study	Complete	Complete
2	Florian Ave Area Preliminary Study	Complete	Complete
3	Basin 5/6 Preliminary Study	Complete	Complete
4	Ellen and Division Preliminary Study	February 2018	November 2018
5	North Lost Bridge Area Final Design**	March 2018	December 2018
6	Florian Ave Area Final Design**	March 2018	December 2018
7	Basin 5/6 Final Design**	March 2018	March 2019
8	Ellen and Division Final Design**	February 2019	November 2019
9	North Lost Bridge Area Construction	January 2019	December 2020
10	Florian Ave Area Construction	January 2019	December 2020
11	Basin 5/6 Construction	June 2019	December 2020
12	Ellen and Division Construction	November 2019	December 2020
** Proposed start date pending US EPA approval of the Preliminary Study and the revised SCSAA. A separate professional service agreement will come before Council for consideration once the City receives US EPA approval.			

Professional Services Agreement: Ellen and Division Inflow and Infiltration Reduction Project

City Staff proposes that AECOM be retained to complete the preliminary inflow/infiltration study for the Ellen/Division drainage area. AECOM was initially retained by the City in 2015 to assist the City in its negotiations and response to the US EPA following a competitive proposal process. Throughout this process, AECOM has completed preliminary reviews of the subject drainage basin and is best positioned to provide a review of the area in keeping with the requirements of the US EPA consent order.

The Ellen and Division Basin is required to be added to the ACO due to recent sanitary sewer overflows during wet weather that cannot be fixed by operation and maintenance. The limits of the basin are as shown in Exhibit C, the basin includes approximately 22,700 feet of sewer and 67 manholes serving 500 parcels.

The professional services provided by AECOM will develop and evaluate the alternatives to eliminate excessive inflow and infiltration in the basin causing wet weather overflows and property backups. The project will address where the excess water is coming from, how much is coming in, and estimate costs to remove or store. The inflow / infiltration to be completed by AECOM will follow the following basic parameters:

1. System Review – Consultant will review existing system.
2. Public Meeting – Consultant will provide public meetings to engage the public to assist the City in identifying local problems and to provide input on proposed solutions.

3. Closed Circuit Television (CCTV) Review – Review CCTV for defects and I&I
4. Manhole (MH) Inspection and Review – Provide MH inspections for defects and I&I.
5. Flow Monitoring – Flow monitor sewers to quantify system flow.
6. System Modeling – Build, calibrate and verify a computer sewer model.
7. Smoke Testing – Provide smoke testing to find sewer defects in need of repair.
8. Dye Flooding – Provide dye flooding to find cross connections and I&I. Dye flooding consists of surcharging storm sewer/ditches with dye colored water and investigating the sewer for dye infiltration points.
9. Private Property Inspection – Inspect private properties for drain, gutter, foundation drain, or sump pumps connected to the sanitary sewer. Inspection will require authorization from the homeowner to enter property. If authorization is not granted by the property owner the City will not be able to complete the inspection and an alternate approach will be needed.

The project's report will be sent to the US EPA for approval and will be the basis for a final design. The cost for the Ellen and Division Basin Inflow and Infiltration Project is not to exceed \$356,767.

After completion of the report and approval by US EPA, a separate professional service agreement for final design will be brought to the City Council for approval.

Change Order No. 1: 2017 Target Area Flow Monitoring

The City entered into an Agreement for \$462,944.28 with ADS Environmental Services in February of 2017 for flow monitoring of 8 areas within the sanitary sewer collection system. The flow monitoring is crucial in identifying areas of high rain induced flow within the sewers. It is also used to calibrate and verify computer models of the system.

Change Order No. 1 to the Agreement with ADS is for additional \$88,674 to address the additional flow monitoring required by the US EPA in the Ellen/Division Area and the additional flow monitoring required in Basin 5/6 (Grand/Rt.48). A change order is the best option to enable flow meters to be installed by March in order to catch the spring rains.

Upon approval by the Council, the flow meters are scheduled to be installed in March and be completed in August if favorable rainfall is received.

SCHEDULE: The City has currently negotiated with the US EPA to complete all of the engineering and construction required by the Administrative Consent Order by December 31, 2020.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: United States Environmental Protection Agency, AECOM, ADS Environmental Services and the Legal Department.

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

LEGAL REVIEW: The proposed Agreement and Change Order was approved by the Legal Department on Monday, January 29, 2018.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding to complete the requirements of the ACO will be from the Sanitary Sewer Fund which is supported by the sewer user charge.

Compliance efforts will be multi-year and budgeting for the yearly efforts are shown in the Capital Improvements Plan.

The AECOM fee not to exceed \$356,767 and is allocated in the Sanitary Sewer Fund.

The ADS Environmental fee not to exceed \$88,674 and is allocated in the Sanitary Sewer Fund.

Staffing Impact: Staff time is allocated to manage the ACO requirements.

Attach: 6

Appendix A

PRIOR COUNCIL ACTION:

August 21, 2015 – City Council approved Resolution R2015-109 authorizing execution of an Administrative Consent Order between the City and the United States Environmental Protection Agency (US EPA)

August 21, 2015 – City Council approved Resolution R2015-110 for \$456,000 authorizing a professional engineering services agreement with AECOM Technical Services, Inc., for the preparation of Sewer Collection System Alternative Analysis (SCSAA) and Capacity, Management, Operation and Maintenance (CMOM) reports required by the Administrative Consent Order between the City and the US EPA,

March 30, 2016 – City Council was provided with Public Works Memorandum 2016-16 providing an update on the preparation of the SCSAA and CMOM Reports.

October 3, 2016 – Study Session with City Council to provide an update with the US EPA Consent Order.

November 21, 2016 – Study Session with City Council to discuss the proposed Sanitary Sewer User Charges to meet the US EPA Consent Order.

December 8, 2016 – City Council approved Ordinance 2016-91 amending City Code Chapter 74 – Sanitary Sewer Service and Connections, Section 10, Rate.

February 21, 2017– City Council approved Resolution R2017-25 for \$462,944.28 authorizing a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

February 21, 2017– City Council approved Resolution R2017-26 for \$723,008 authorizing a professional engineering services agreement with Crawford, Murphy and Tilly, Inc. for the Lost Bridge North Basin and the Florian Basin Inflow and Inflow Reduction Project, City Project 2017-02.

October 2, 2017– City Council approved Resolution R2017-122 for \$176,000 authorizing Change Order No 1 to the professional engineering services agreement with AECOM for the US EPA SCSAA Project, City Project 2013-01.

RESOLUTION NO. _____

**RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR THE ELLEN AND
DIVISION INFLOW AND INFILTRATION REDUCTION PROJECT, CITY PROJECT
2018-01**

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

Section 1. That the Agreement authorizing the professional engineering services to prepare the Ellen and Division Basin Inflow and Infiltration Reduction Project, City Project 2018-01, presented to the Council herewith between the City of Decatur and AECOM Technical Services, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Engineering Services Agreement between the City of Decatur, Illinois and AECOM Technical Services, Inc., for a fee not to exceed \$356,767.

PRESENTED and ADOPTED this 5th day of February, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

AECOM Technical Services, Inc.

("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.
5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.

- f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

- 1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.00 for services rendered by principals and employees assigned to the Project.
- Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.00.

- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2018

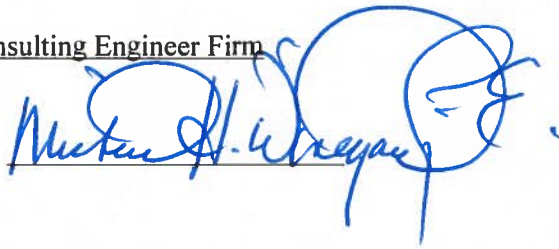
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: 

January 11, 2018

Paul Caswell, PE
Assistant City Engineer
City of Decatur Public Works Department
#1 Gary K Anderson Plaza - 3rd Floor
Decatur, Illinois 62523

**Regarding: Ellen and Division – Inflow and Infiltration (I&I) Program
Scope of Work**

Dear Mr. Caswell:

AECOM Technical Services, Inc. (AECOM) is pleased to provide this scope of work (Scope) for the above-referenced project. This Scope encompasses AECOM's engineering and field services for the subject project. Note that a detailed breakdown of task costs and a schedule is included in this Scope.

Background

The City is currently under Administrative Consent Order (ACO) by the United States Environmental Protection Agency (USEPA). The ACO requires a reduction in basement backups within the City's combined and sanitary sewer system, as well as the elimination of all unauthorized Combined Sewer Overflows (CSOs) and Sanitary Sewer Overflows (SSOs).

In order to demonstrate compliance with the ACO, the City was required to submit a Sewer Collection System Alternatives Analysis (SCSAA). In partnership with AECOM, the SCSAA (and subsequent revisions) were submitted on April 12, 2016, November 4, 2016, and November 30, 2017.

As a part of this work, it became clear that the reoccurring SSOs at Manhole No. 10-13 in the Ellen and Division area (see attached Figure A) could not be eliminated through regular maintenance. Therefore, additional study is needed to eliminate this SSO, either by reducing I/I or removing hydraulic deficiencies (or both).

SCOPE OF WORK

Our scope of work will be as follows:

Task 1: HYDRAULIC AND HYDROLOGIC MODELING

The purpose of this task is to perform hydrologic and hydraulic modeling of the Ellen and Division study area. This modeling will be used to better understand performance of the local sewer collection system and assess options to prevent the reoccurring SSOs at Manhole No. 10-13, as well as any other manholes for which the model predicts SSOs. A hydraulic model of the drainage collection system will be developed using the Personal Computer Storm Water Management Model (PCSWMM) package. AECOM has previously used PCSWMM to analyze other reaches of the City of Decatur collection system, including Basins 5 and 6.

PCSWMM is a graphical user interface for the USEPA Stormwater Management Model (SWMM). SWMM is a dynamic rainfall-runoff simulation model that is widely used to assess mechanisms of flooding in urban areas. The baseline hydraulic model will be developed by leveraging digital sanitary sewer system data maintained by the City of Decatur. This will include pipe lengths, manholes and outfalls where applicable. Any data gaps will be supplemented by site visits performed by AECOM in partnership with City of Decatur staff. As a part of the private property inspections performed by AECOM (see Task 4), AECOM will also measure basement heights (i.e. floor to ceiling) to assist in predicting basement backups. This data will be used with LIDAR data and/or existing City manhole GPS data to determine the approximate elevation of basements. However, no topographic surveying is included in this proposal.

Subcatchments, which are used to route surface water runoff to manholes, will be delineated using the Thiessen (Voronoi) polygon generation approach. Flow lengths and slopes for each subcatchment will be derived from Light Detection and Ranging (LiDAR) data. Land use data will be used to inform the percentage of impervious area in each subcatchment and to make assumptions on the infiltration capacity and depression storage available.

Calibration of the model will then be undertaken for both dry weather and wet weather flows based on flow meter data. AECOM has already specified locations for the installation of eight flow meters (installed by others) within the proposed study area. Average Dry Weather Flow (ADWF) will be derived for each meter location by identifying metered days that were not influenced by previous rainfall events and have a regular diurnal pattern. Patterns will be created for both week days and weekends for use in the model. ADWF values will be applied to the contributing reaches of the collection upstream of the relevant flow meter. These flows will be multiplied by a typical diurnal pattern to account for the daily variations in flow. The calibration will meet EPA standards (WAPUG calibration and validation criteria as defined in Table 5.2 of WEF Manual of Practice No. FD-17 – Prevention and Control of Sewer System Overflows).

Wet weather flows are characterized by a measured increase in flow within the collection system following the onset of rainfall. AECOM will endeavour to calibrate the model to three (3) rainfall events at each of the seven flow metering locations. This calibration process is dependent on the receipt of good quality metered data and the identification of rainfall events of sufficient magnitude to produce a response in the collection system. Model parameters will be altered in an effort to calibrate the model include percentage impervious area, infiltration rates, flow path, slope and roughness.

Once the model has been calibrated, it will be compared with an independent wet weather flow event. Model parameters may be further adjusted to ensure the model performs adequately during both the calibration and verification events. If rainfall data is available for wet weather events known to have caused SSOs at Manhole No. 10-13, up to two of these events will also be run through the model. This will ensure that the model replicates locations and mechanisms of flooding accurately. Also, it should be noted that the model may predict SSOs at manholes that are not currently known to overflow.

A range of storm events will then be applied to the calibrated and verified hydraulic model to determine the critical storm duration. Typically, the 1-hour, 2-hour, 3-hour, 6-hour, 12-hour, 18-hour and 24-hour durations will be run for the 2-year, 5-year, 10-year, and 25-year events. In total, twenty-eight (28) model runs will be undertaken. The critical storm will be the event that creates the greatest stress on the sewer system. Stress is categorized by the highest wet weather peak flow rate or largest predicted flood volume.

Once the critical storm duration has been identified, up to five (5) alternatives for eliminating actual and predicted SSOs will be evaluated using the calibrated and verified hydraulic model. These options will be discussed with the City of Decatur once mechanisms of flooding are understood, and will continue once all parties are in agreement with these options. Alternatives are likely to include storage (online or offline), upsizing the collection system to improve conveyance capacity, reducing Rainfall Dependant Inflow and Infiltration (RDII), and different combinations of alternatives. It should be noted that upsizing sewers is unlikely to be a feasible solution for the following reasons:

- The existing Sanitary District of Decatur (SDD) interceptor sewers likely cannot provide significant additional capacity
- The Florian Basin (Target Area 6) is located downstream of the Ellen/Division area. Any availability capacity in the existing SDD interceptor sewers may be needed for the future Florian Basin work.

Cost benefit graphs will be provided in order to summarize and compare the costs of different levels of storm protection.

Deliverables

- Hydraulic and Hydrologic Modeling Analysis and Results (see Task 8 – Report)

Task 2: SMOKE TESTING

Smoke testing is undertaken to identify inflow sources, such as roof drains, catch basins, yard and area drains, and cross-connections between storm and sanitary sewers systems. The smoke is forced out of any openings or connections to the sanitary sewer. Inspectors observe the test area for signs of smoke, which indicate potential defects or illegal connections. AECOM will work with City personnel to determine the smoke testing schedule. Based on our measurements of existing City GIS data, the Ellen/Division project area is comprised of approximately 25,000 lineal feet of sanitary sewer. This entire area (up to a maximum of 25,000 lineal feet) will be smoke tested. Smoke testing equipment will be charged at \$125/day.

Services for the smoke testing will be provided as follows:

1. Smoke testing will be performed by forcing a non-toxic, non-staining gray smoke into the sanitary sewer system with dual portable air blowers. For this project, Smoke #3C by Superior Signal Company (or equal) will be utilized.

2. AECOM's standardized smoke testing forms will be completed for each set-up and observed defects documented. Our smoke testing data report includes the following information:

- Technicians performing the test
- Date of the test
- Manholes into which smoke is introduced into the sanitary sewer system
- A sketch of each test site including:
 - Street names
 - Manhole numbers
 - Actual emission locations
 - Potential emission locations
- Video and photographic documentation

3. Individual door hangers will be distributed prior to the smoke testing and local fire and police departments will be notified daily of the testing. Our previous experience indicates that distributing door hangers 2 to 4 days prior to conducting smoke testing in an area keeps the work fresher in the minds of the public. Our door hangers are printed on brightly colored paper making the flyers more visible to the homeowner and will include contact names and phone numbers should a homeowner have concerns about the testing or should smoke get into a home. All efforts will be coordinated with City staff and meet City requirements.

4. Prior to the field crew performing the smoke testing, the following procedures will be implemented:

- EMS, Fire, and police department daily notification
- Notification and coordination with City of Decatur Fire Department prior to conducting any smoke testing
- Resident notification with a handout
- Businesses will be contacted directly by an investigation team member and the smoke testing process discussed to include procedures to implement prior to the testing, such as filling all floor drains with water. Each business will be given a door hanger and for apartments, the manager will be contacted and given as many flyers as necessary.

5. Indications of defects or improper connections will be noted as observed by the field crew and a video taken of observed defects to assist in system rehabilitation. The video will show the defect and the concentration of the smoke (heavy, moderate, or light), as well as a wider overview of the area. The overview video shows more precisely the specific location/address of observed smoke. Digital photographs will be included in the final report.

Deliverables:

- Testing Forms
- Smoke Testing Analysis and Results (see Task 8 – Report)

Task 3: CCTV REVIEW

The purpose of this task is for AECOM to review the City's existing closed circuit television (CCTV) sewer videos and reports. All CCTV within the Ellen/Division area will be reviewed by AECOM staff. The City will make the sewer videos accessible for AECOM to review at our local offices (i.e. in Chicago or Milwaukee). The results will be logged and documented, and recommended rehabilitation will be prioritized (immediate, short-term, and long-term) and incorporated into the final report (see Task 8 – Report).

Additional CCTV may be needed due to blocked sewers, missing footage, etc. In this case, it is our understanding that the City of Decatur will utilize TSI (or other outside Contractor) to perform any additional CCTV that may be required.

Deliverable:

- CCTV Review (see Task 8 – Report)

Task 4: PRIVATE PROPERTY INSPECTIONS

Private property inspections are conducted to identify and document discharge points for sump pumps, floor drains, and downspouts connections. The inspection will be used to identify potential inflow sources to the sanitary sewer. Inspectors will complete a curbside discharge investigation of each house in the study area, as well as a complete inside and outside inspection of each building

that has no observable curbside discharge.

Based on our measurements of existing City GIS data, the Ellen/Division project area is comprised of approximately 600 homes. This entire area (up to a maximum of 600 homes) will be inspected. AECOM will provide iPads (or equal), which will be loaded with a City provided GIS collector app. Inspection data will be collected electronically on the iPad for AECOM's use and for importing into the City's GIS system.

The building inspections include an inside and an outside inspection. The inside inspection will identify the existence of a sump pump, as well as the location of the sump pump discharge. If a sump pump does not exist, floor drains are investigated to determine if foundation drains run to the floor drain. While completing the inside inspection, piping is traced throughout the basement to determine if any illicit connections exist.

The outside inspection is completed to document drainage around a house, determine downspouts and sump pump discharge locations and identify any items that may contribute flow to the sanitary sewer, such as window wells or area drains that could run to a foundation drain or directly to the sanitary sewer.

Inside Inspection

The procedures for each inside inspection will include the following:

- One (1) letter will be sent out by AECOM and approved by the City to coordinate and schedule the inspections.
- 2 person crew, consisting of one female and one male inspector, will have all the necessary inspection equipment.
- Crew members will dress neatly and cleanly, and prominently display identification badges.
- Both crew members will be present when ringing doorbell and entering building. Crew members will always stay together.
- The crew will document the number and location of sump pumps and floor drains for each building entered. If possible, the discharge points for each sump pump or floor drain will also be recorded.
- The crew will measure the height of the basement (i.e. from the basement floor to the basement ceiling)
- If there is no answer, the crew will complete the section on the form for first attempts and will document the crew's initials, date, and time, then move on to the next building.
- A total of three (3) attempts to inspect each house will be completed, including at least one Saturday or evening attempt. After the third attempt, no additional attempts will be made.

Outside Inspection

Each external building inspection will include a walk around the building with the following observations documented:

- The total number of downspouts and the number that discharge underground
- The location of all roof downspouts discharge points
- For downspouts that discharge to the surface, the distance from the building wall to the discharge point will be documented
- Drainage around each building

- Yard or area drains and/or catch basins on the property including driveway, patio or window well drains will be documented

Reporting

A summary report will be completed documenting the results of the inspections. The summary report will contain the following:

- Number of full inspections
- Number of external inspection only
- Number of properties that were not inspected, either denied entry or no answer after three (3) attempts
- Documentation of findings and results
- Recommendations for I/I removal

Deliverables:

- One (1) letter to local residents on City letterhead.
- Private Property Inspection Results (see Task 8 – Report)

Task 5: MANHOLE INSPECTIONS

Manhole inspection consists of physically inspecting sanitary sewer manholes to provide documentation of structural condition and I/I defects. AECOM will verify mapping, manhole locations, pipe sizes, material, orientation, and manhole condition. AECOM's standard manhole inspection form will be reviewed and modified to comply with the City's inspection requirements. Major defects and I/I sources will be recorded on video and digitally documented with digital photographs of each manhole, including location of defects.

Based on our measurements of existing City GIS data, the Ellen/Division project area is comprised of approximately 120 manholes. The entire area (up to a maximum of 120 manholes) will be inspected. As the manholes are inspected, the field crews will not only document defects, but also sources of I/I that allow clear water to enter the sanitary sewer. Recommendations will be made for replacement, rehabilitation, or repair. Rehabilitation efforts will be prioritized so that the most significant defects can be repaired first.

As part of the inspection, the manhole location, construction type, cover type and susceptibility to ponding, surface drainage patterns around the manhole, evidence of infiltration, structural condition, frame, chimney, cone, barrel, bench, and step condition are noted. Photographs of significant problems/defects are taken for documentation to assist in rehabilitation design. Additionally, this verifies the City's sanitary sewer map and actual flow configurations.

In addition, the location of major defects and I/I sources will be documented and identified with digital photographs at each manhole. AECOM owns two pole/down-hole cameras to better view defects observed without the need to enter the manhole.

For the City's manhole inspection and condition assessments, AECOM anticipates utilizing a tablet computer to digitally track manhole condition for input into the City's GIS system.

Inspection data will be entered into a database, spreadsheet or on a manhole inspection form modified to include all criteria important to the City. Manhole inspections primarily identify structural conditions, defects, and I/I sources. As part of the inspections, the following items will be recorded:

- Manhole number

- Street location
- Date of inspection
- Name of inspector
- Cover type
- Susceptibility to ponding
- Area of ponding
- Frame grade, condition, and seal
- Presence and condition of internal boot
- Step condition
- Chimney type and condition, infiltration evidence, and severity of infiltration
- Cone type and condition, infiltration evidence, and severity of infiltration
- Barrel type and condition, infiltration evidence, and severity of infiltration
- Bench condition, infiltration evidence, and severity of infiltration
- Sketch showing pipes entering and exiting each manhole
- Pipe sizes and material for all pipes entering or exiting each manhole
- Underdrain pipes entering each manhole
- Condition/seal of underdrain pipes

At a minimum and with City approval, photographs will be taken as follows:

- With the cover on, showing pavement/ground surface around the manhole and in the vicinity of the manhole.
- With the cover opened, showing a view of the chimney and the chimney/frame interface
- From the top of the manhole looking down.
- All significant defects.

Pipe orientation shown on the base map will be verified by the inspection crew for all manholes. Should the City prefer a hard copy paper form, a sketch will be completed showing the orientation/direction of all pipes entering or exiting the manhole along with pipe sizes and pipe material.

AECOM stresses safety in the field for all of our personnel. Although it is not anticipated that the manhole inspection activities will require manhole entry at each manhole, This scope assumes "above ground" manhole inspections, though AECOM's field crews are confined space entry trained, and can be equipped with gas detectors, harnesses, tripods, and ropes for entry. Additionally, our vans are equipped with beacons, safety lights, cones, and reflective traffic warning devices to alert and protect the public and the employees. Traffic control will be completed utilizing the *Manual on Uniform Traffic Control Devices*, as published by the Federal Highway Administration. AECOM will coordinate with the City when working within the City's right-of-way.

The final report will document system defects and sources of I/I, including the results of the manhole inspections, including observed conditions, infiltration and/or inflow sources, and prioritized rehabilitation alternatives. Recommendations for future work, based on the results of the manhole inspections, will be included in the final analysis.

Deliverables:

- Manhole Inspection Results (see Task 8 – Report)

Task 6: DYE TESTING

Dye testing is used to determine whether a particular inlet or fixture discharges storm water into the sanitary sewer. A quantity of dyed water is released at the selected locations while an observer

watches for the dye at a downstream location. If the source is discharging to the storm or sanitary sewer, the dye will be detected at the downstream location. Dye doses should be sufficiently large enough so that the dye at the downstream location is visible to the naked eye. Water taken from a local hydrant will be used to fill the locations in question. City personnel will provide a hydrant meter and installation on the hydrant of the required apparatus. It is assumed that AECOM will not need to pay for the meter or for the water utilized during testing. Dye testing equipment will be charged at \$50/day (or the actual cost of dye utilized).

For each source tested, AECOM will document the discharge location. Should the clear water source enter the sanitary sewer, AECOM will estimate the quantity. This scope assumes that AECOM will perform up to a maximum of 20 dye tests of the storm sewers in the study area

AECOM shall also perform the following tasks:

1. Coordinate directly with the residents as needed in order to perform the testing.
2. Provide documentation of any defects discovered during dye testing.
3. Provide color-coded study area maps identifying degree of sanitary sewer I & I in each area testing is performed.
4. Provide recommendations and cost estimates of remediation techniques appropriate to cost-effectively reduce the infiltration and inflow into the sanitary sewer collection system.
5. Estimate quantities of any infiltration or inflow discovered: flow per lateral, per crack or joint, and per sanitary sewer reach, expressed as GPM, CFS, and MGD.

When required, AECOM will utilize the services of TSI to assist with the work, which shall include the CCTV truck. It is assumed that TSI will be needed for a maximum of 2 days, and will be billed at a rate of \$350/hour (2 employees plus the CCTV truck).

Deliverables:

- Dye Testing Results and Recommendations (see Task 8 – Report)

Task 7: DYE WATER FLOODING

Based on the preliminary result of the smoke testing and other analyses, AECOM will meet with City staff to discuss the findings and a dye water flooding plan. Typically, dye water flooding will be conducted on storm sewers and catch basins in which smoke was observed. AECOM will perform dye water flood testing on up to a maximum of 5,000 LF of storm sewer (24-inches in diameter or smaller). This work will be performed in conjunction with TSI in order to document the results of the dye water flooding. TSI will be billed at a rate of \$350/hour (2 employees plus the CCTV truck). Dye testing equipment will be charged at \$50/day (or the actual cost of dye utilized).

AECOM will conduct dye water flooding based on discussions with City Staff and the preliminary results of the smoke testing and other analyses that are performed. Storm sewers and/or catch basins leads will be filled with dyed water and leakage to the sanitary sewer checked. Procedures for completing the flooding and CCTV will be as follows:

- AECOM will isolate each storm sewer section for testing through the use of inflatable plugs or other devices.
- Water taken from a local hydrant will be used to fill the storm sewer after the inflatable plug is in place. City personnel will provide a hydrant meter and installation on the hydrant of the

required apparatus. It is assumed that AECOM will not need to pay for the meter or for the water utilized during testing.

- Water from the hydrant will be dyed green at the point of filling.
- After the storm sewer is filled with green dyed water, the sanitary sewer will be checked to determine the extent of any dye leakage.
- A dye water flooding form will be completed for each dye water flooding set-up. The dye water flooding form will include the following information:
 - Technicians performing the test
 - Date of the test
 - Manholes that were checked for dye leakage
 - Degree (Heavy, Moderate, or light) of dye leakage
 - Estimated quantity of I/I due to flooding/dye leakage
 - A sketch of each test site including:
 - Street names
 - Manhole numbers
 - Actual dye leakage locations
 - Plug locations
 - Hydrant location
 - Video and photographic documentation

To conduct the dye water flooding, access to water via area hydrants will be required. AECOM will coordinate hydrant set-ups with the City and factor that time into the project schedule.

AECOM will provide rehabilitation/repair recommendations and cost estimates based on the findings of the dye water flooding.

Deliverables:

- Dye Water Flooding Results and Recommendations (see Task 8 – Report)

Task 8: ELLEN/DIVISION SANITARY SEWER ALTERNATIVES ANALYSIS REPORT

AECOM will develop a report to document all the work performed in Tasks 1-7. The report will include an executive summary, a summary and description of each activity undertaken, the results of each task, a summary of identified system deficiencies and sources of I/I, theoretical reduction of quantified I/I, prioritized rehabilitation, a summary of alternatives (including an Engineer's Opinion of Probable Construction Cost), and a recommended alternative for eliminating the SSO at manhole 10-13.

Deliverables:

- Preliminary Results Memorandum (5 hard copies, 1 electronic PDF)
- Draft Report (5 hard copies, 1 electronic PDF)
- Final Report (5 hard copies, 1 electronic PDF)

Task 9: PROJECT MANAGEMENT

This task includes all project management related activities.

Project tasks and deliverables are outlined below:

- 1.1. General Project Management
 - 1.1.1. Establish project communications, controls, and procedures
 - 1.1.2. Project financial tracking, reporting and invoicing
 - 1.1.3. Coordination of tasks
 - 1.1.4. Schedule maintenance
 - 1.1.5. Quality Control Management
- 1.2. Public Participation
 - 1.2.1. Send out a kick-off letter to all local residents explaining the project and inviting them to public participation meeting #1.
 - 1.2.2. Public participation meeting #1. AECOM will assist in reaching out to City residents and presenting the information to residents.
 - 1.2.3. Send out a follow-up letter to all local residents inviting them to public participation meeting #2.
 - 1.2.4. Public participation meeting #2. AECOM will assist the City in presenting the preferred alternative to City of Decatur residents.
- 1.3. Meetings
 - 1.3.1. Project kickoff meeting. One kickoff meeting will be conducted at Decatur's office. All key City employees and AECOM staff will attend the kickoff meeting.
 - 1.3.1.1. Review scope, deliverables and schedule
 - 1.3.1.2. Discuss concerns and key issues
 - 1.3.1.3. Establish project goals and major objectives
 - 1.3.2. Public Participation
 - 1.3.3. Progress meetings
 - 1.3.3.1. Conference Calls (4)
 - 1.3.3.2. Field Work Coordination Meeting (1)
 - 1.3.3.3. Model Verification Field Meeting (1)
 - 1.3.3.4. Preliminary Results – Alternatives Analysis Meeting (1)
 - 1.3.3.5. Draft Report Review (1)

Deliverables

- Two (2) letters to local residents on City letterhead.
- Monthly invoices.

Task 10: CONTINGENCY

This task is for general project contingency. For example, the EPA may have comments on the report that need to be addressed through additional modeling, field work, etc. While the exact nature of this future work is not yet known, the contingency will be used to perform this work only when approved by the City.

Deliverables

TBD

Task 11: DESIGN SERVICES

This task is for performing additional design services when requested by the City. Since it is not yet known what the preferred and USEPA approved alternative is, the scope for this work is not yet known. As a result, there is no cost associated with this work included as a part of this proposal.

Schedule

Please see enclosed Attachment B for a schedule of the work.

Proposal Fee

The estimated lump sum cost for this work is \$356,767. A task-by-task breakdown of the fee is included herewith as Attachment C.

Thank you for considering AECOM for this work. Please do not hesitate to let us know if you have any questions or concerns or wish to meet with us to discuss this proposal.

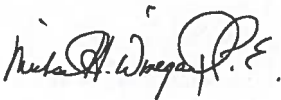
Sincerely,

AECOM TECHNICAL SERVICES, INC.



Paul St. Aubyn, P.E.

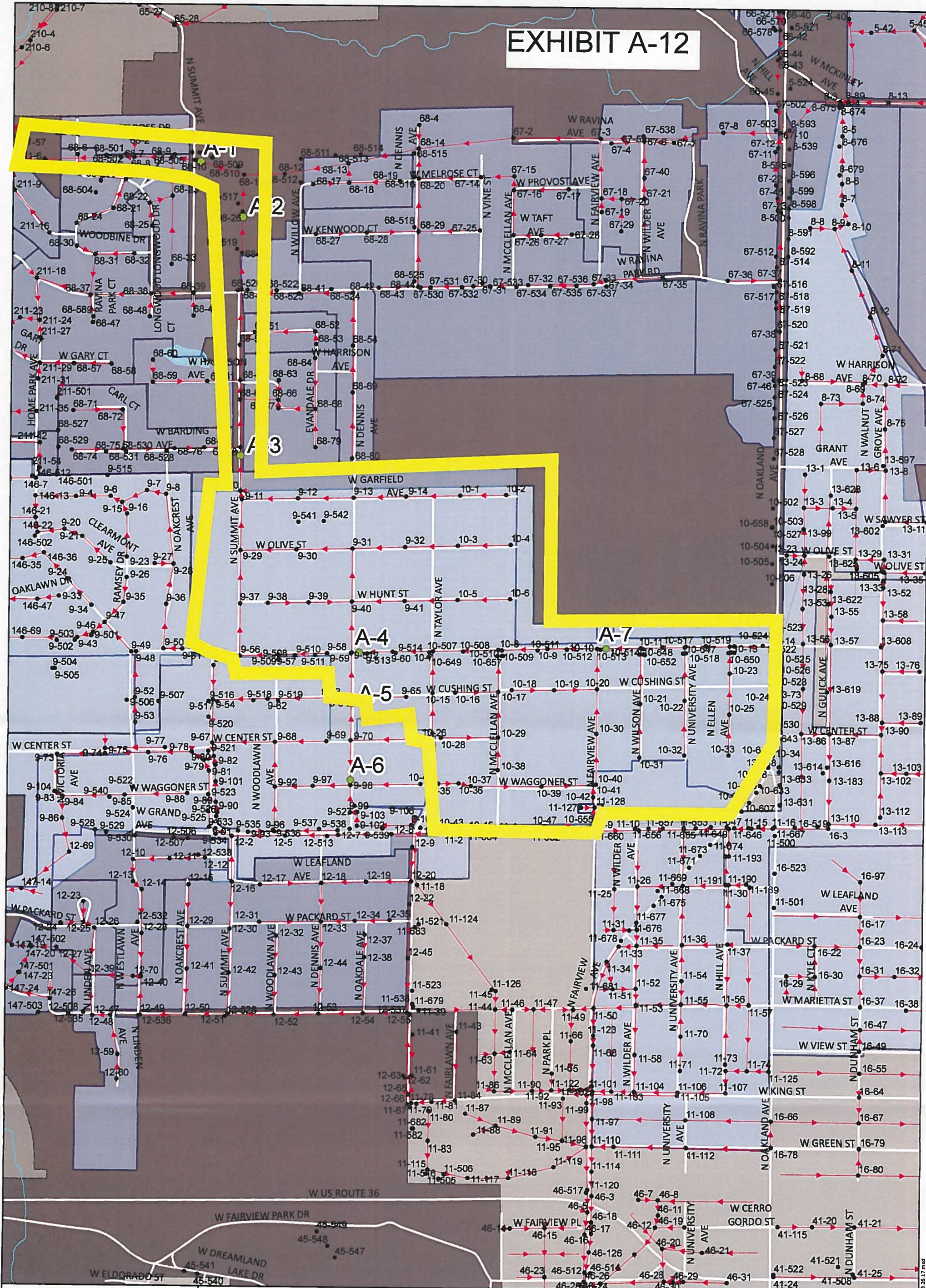
Project Manager



Michael H. Winegard, P.E.

Vice President

EXHIBIT A-12



AECOM

- Combined or Separate Sewer
- Decatur Sewer Basin
- Lakes and Ponds
- Rivers and Streams
- Combined Sewer Areas
- Manholes
- Confirmed Flow Meter Locations

Drawn By: SS
Checked By: PSA
Date: September, 2017
Project #: 60447509

Flow Monitoring
Confirmed Flow Meter Locations - TA9
Decatur, Illinois

Projection:
NAD 1983 StatePlane Illinois East FIPS 1201 Feet

FIGURE
A

1 in equals 637 feet
Page 59 of 203⁰
360 720 1,440

P:\60447509\1000_Work\920_GIS\Confirm of Flow Meters - TA9 9.26.17.mxd

PROPOSAL FEE				
	Total Hours	Total Labor Costs	Direct Costs	Total
Task 1: Hydraulic and Hydrologic Modeling				
1.1 Initial Model Development and Data Collection	66	\$7,860	\$0	\$7,860
1.2 Metering Analysis	46	\$5,772	\$0	\$5,772
1.3 Calibration and Verification	54	\$6,516	\$0	\$6,516
1.4 Critical Storm Duration Analysis	94	\$9,732	\$0	\$9,732
1.5 Alternatives Analysis	100	\$11,298	\$0	\$11,298
1.6 Costing	48	\$5,208	\$0	\$5,208
Task 1 Total	408	\$46,386	\$0	\$46,386
Task 2: Smoke Testing				
2.1 Field	144	\$14,688	\$0	\$14,688
2.2 Equipment (\$125/day) and Travel	18	\$1,608	\$5,675	\$7,283
2.3 Office	42	\$5,028	\$0	\$5,028
Task 2 Total	202	\$21,324	\$5,675	\$26,999
Task 3: CCTV Review				
3.1 Review of existing logs and CCTV	56	\$6,552	\$0	\$6,552
3.2 Travel	0	\$0	\$0	\$0
3.3 CCTV Review Summary	14	\$2,112	\$0	\$2,112
Task 3 Total	70	\$8,664	\$0	\$8,664
Task 4: Private Property Inspections				
4.1 Field	576	\$54,792	\$0	\$54,792
4.2 Travel	48	\$4,824	\$15,000	\$19,824
4.3 Office	92	\$9,708	\$300	\$10,008
Task 4 Total	716	\$69,324	\$15,300	\$84,624
Task 5: Manhole Inspections				
5.1 Field	112	\$12,432	\$0	\$12,432
5.2 Travel	16	\$1,776	\$4,800	\$6,576
5.3 Office	26	\$3,420	\$0	\$3,420
Task 5 Total	154	\$17,628	\$4,800	\$22,428
Task 6: Dye Testing				
6.1 Field	32	\$3,648	\$0	\$3,648
6.2 Equipment (\$50/day) and Travel	8	\$936	\$5,100	\$6,036
6.3 Office	18	\$2,580	\$0	\$2,580
6.4 TSI	0	\$0	\$5,690	\$5,690
Task 6 Total	58	\$7,164	\$10,790	\$17,954
Task 7: Dye Water Flooding				
7.1 Field	56	\$6,552	\$0	\$6,552
7.2 Equipment (\$50/day) and Travel	8	\$936	\$5,100	\$6,036
7.3 Office	18	\$2,580	\$0	\$2,580
7.4 TSI	0	\$0	\$20,100	\$20,100
Task 7 Total	82	\$10,068	\$25,200	\$35,268
Task 8: Report				
8.1 Hydraulics and Hydrology	208	\$28,488	\$0	\$28,488
8.2 Smoke Testing	30	\$3,984	\$0	\$3,984
8.3 CCTV	30	\$3,984	\$0	\$3,984
8.4 Private Property Inspection	30	\$3,984	\$0	\$3,984
8.5 Manhole Inspection	30	\$3,984	\$0	\$3,984
8.6 Dye Testing	30	\$3,984	\$0	\$3,984
8.7 Dye Water Flooding	30	\$3,984	\$0	\$3,984
Task 8 Total	388	\$52,392	\$0	\$52,392
Task 9: Project Management				
9.1 Establish project communications, controls, and procedures	20	\$3,288	\$600	\$3,888
9.2 Project financial tracking, reporting and invoicing	32	\$4,800	\$0	\$4,800
9.3 Coordination of tasks	24	\$3,600	\$0	\$3,600
9.4 Schedule maintenance	8	\$1,200	\$0	\$1,200
9.5 Quality Control	24	\$4,752	\$0	\$4,752
9.6 Meetings in Decatur (7)	128	\$20,616	\$0	\$20,616
9.7 Conference Calls (4)	24	\$3,336	\$0	\$3,336
Task 9 Total	260	\$41,592	\$600	\$42,192
Task 10: Contingency				
10.1 Contingency	152	\$19,860	\$0	\$19,860
Task 10 Total	152	\$19,860	\$0	\$19,860
Project Total	2,338	\$274,542	\$62,365	\$336,767



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this _____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

(Provide a Gantt Chart of the major work elements and the project days to each completion)
Number pages "C-1", "C-2" and so on.

EXHIBIT C-1

CITY OF DECATUR - ELLEN AND DIVISION I&I REDUCTION PROGRAM SCHEDULE

No.	Task Description	March					April				May				June					July				August					September				October			
		2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26
1	Project Kick-Off and Data Collection																																			
2	Hydraulic and Hydrologic Modeling																																			
3	CCTV Review																																			
4	Mobilization to Decatur																																			
5	Private Property Inspections																																			
6	Manhole Inspections																																			
7	Dye Testing																																			
8	Dye Water Flooding																																			
9	Smoke Testing																																			
10	Preliminary Results and Alternatives Analysis																																			
11	Preliminary Results and Alternatives Analysis Meeting																																			
12	Draft Report																																			
13	Draft Report Meeting																																			
14	Final Report																																			



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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____

Amount of original contract \$ _____
 Amount of previous change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the change order _____

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☐	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2017

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510 -STND-GAUE-17-18 Chicag GLALP 04 2017		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED AECOM AECOM Technical Services, Inc. 303 E. Wacker Dr, Suite 1400 Chicago, IL 60601		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: N/A INSURER C: Illinois Union Insurance Co INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 N/A 27960	

COVERAGES**CERTIFICATE NUMBER:**

LOS-001971243-13

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLO 5965891 09	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			BAP 5965893 09	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 "CLAIMS MADE"	04/01/2017	04/01/2018	Per Claim/Agg \$1,000,000 Defense Included

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

RE: Professional Engineering Services Agreement.

City of Decatur and its officers and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. If the insurer for the General Liability or Automobile Liability policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDERCity of Decatur, Illinois
#1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

James L. Vogel

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. AECOM Technical Services, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 95-2661922.

B. CORPORATION

The State of Incorporation is California

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>CT Corporation System</u> Name	<u>1999 Avenue of the Stars, Suite 2600</u> Company Address, Principal Office
<u>208 S LaSalle St, Suite 814</u> Address	<u>Los Angeles, CA 90067</u> City, State, Zip
<u>Chicago, IL 60604</u> City, State, Zip	<u>(213) 593-8100</u> <u>(213) 593-8178</u> Telephone Facsimile
<u>(312) 345-4320</u> Telephone	<u>www.aecom.com</u> Website

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

Michael H. Winegard P.E.
Signature

Michael H. Winegard
Printed Name

Vice President
Title

SUBSCRIBED and SWORN to before me this

29 day of *January*, 20*18*

Jaquette M. Collins
Notary Public

OFFICIAL SEAL
JAQUETTE M COLLINS
Notary Public - State of Illinois
My Commission Expires Apr 15, 2019

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: Ellen and Division – Inflow and Infiltration (I&I) Program		
Consulting Engineer: AECOM		
Classification	Minimum	Maximum
Principal	\$90.00	\$105.00
Project Manager	\$38.00	\$85.00
Structural Engineer	\$35.00	\$85.00
Senior Engineer	\$35.00	\$75.00
Engineer	\$27.00	\$50.00
Senior Technician	\$30.00	\$45.00
Technician	\$25.00	\$40.00
Professional Land Surveyor	N/A	N/A
Construction Inspector	\$25.00	\$45.00
Clerical	\$20.00	\$35.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

EXHIBIT A **TA 3N-Lost Bridge**

Area Statistics:
155 Manholes
43,630' of Sewers
669 Addresses
420 Acres

Legend

Manholes **MH Use**

● Sanitary Sewer

Sewer Mains **Use of Sewer**

— Sanitary Sewer

□ Target Area

0 400 800 1,600 Feet



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT B
TA 6-Florian Ave

Area Statistics:
87 Manholes
20,029' of Sewers
466 Addresses
155 Acres

Legend

Manholes
MH Use

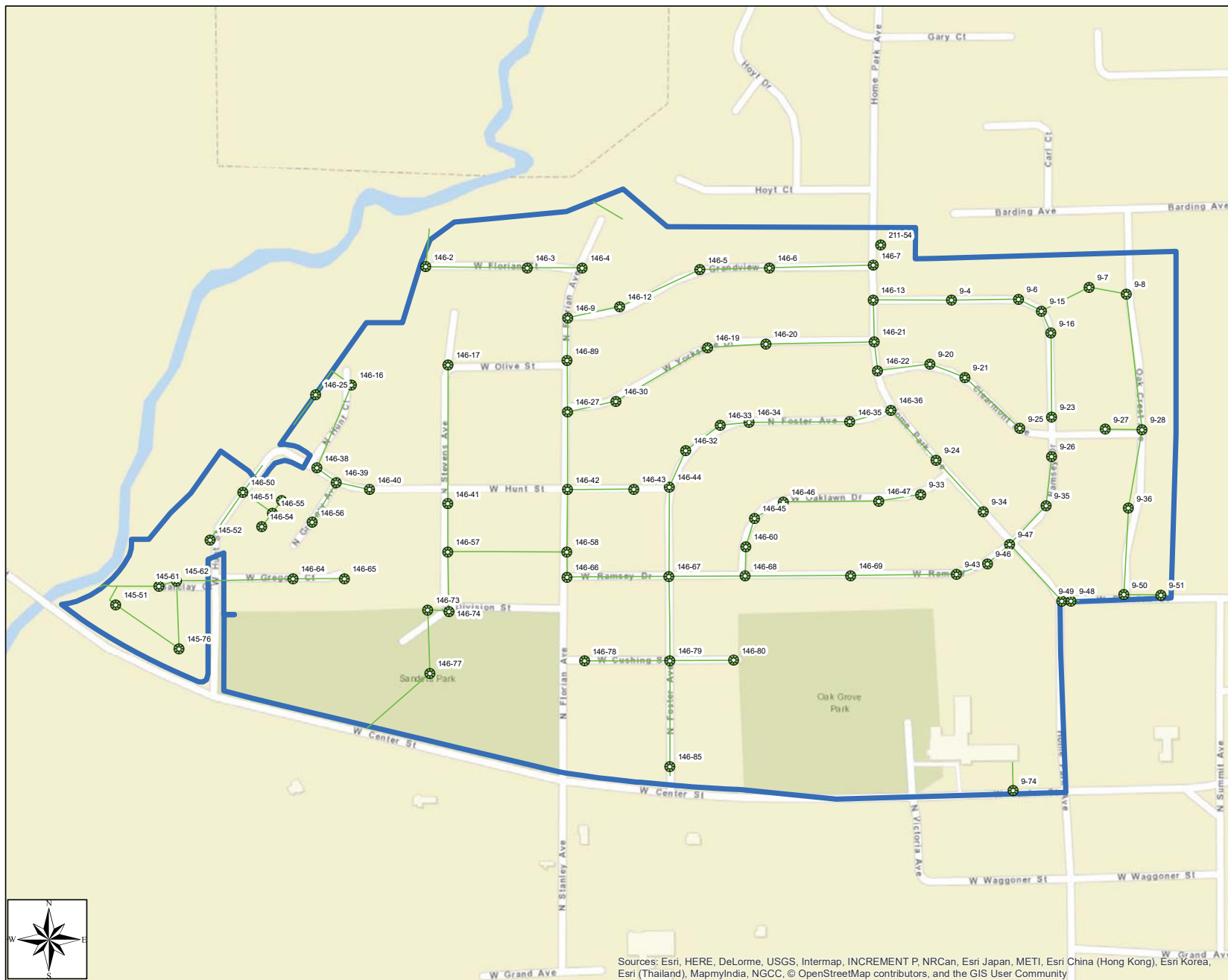
● Sanitary Sewer

Sewer Mains
Use of Sewer

— Sanitary Sewer

□ Target Area

0 225 450 900 Feet



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT C
TA 8-Ellen & Division

Area Statistics:
67 Manholes
22,663' of Sewers
511 Addresses
160.5 Acres

Legend

Manholes
MH Use

● Sanitary Sewer

Sewer Mains
Use of Sewer

— Sanitary Sewer

□ Target Area

0 225 450 900 Feet



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT D **Basin 5_6 Area**

Area Statistics:
77 Manholes
25,176' of Sewers
583 Addresses
126 Acres

Legend

Manholes **MH Use**

● Sanitary Sewer

Sewer Mains **Use of Sewer**

— Sanitary Sewer

□ Target Area

0 295 590 1,180 Feet



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

RESOLUTION NO. _____

**RESOLUTION TO APPROVE A CHANGE ORDER TO THE AGREEMENT WITH
ADS ENVIRONMENTAL SERVICES, INC FOR THE 2017 FLOW MONITORING
SERVICES, CITY PROJECT 2017-01**

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

Section 1. That the Engineering Services Agreement between ADS Environmental Services, and the City of Decatur, for design services for the 2017 Target Area Flow Monitoring Services be, and the same is hereby, modified and amended to authorize a Change Order in the amount of \$88,674, for a total not to exceed \$551,618.28.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Change Order to the Engineering Services Agreement between the City of Decatur, Illinois and ADS Environmental Services.

PRESENTED and ADOPTED this 5th day of February, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk



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

Change Order

Date: January 16, 2018
 Request No. 1 ☐ Final
 Consulting
 Engineer: ADS Environmental Services
 Address: 340 The Bridge Street, Suite 204
Huntsville, AL 35806

I recommend that an ☒ addition of \$88,674.00 be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now October 2018.

Amount of original contract	\$	<u>462,944.28</u>
Amount of previous change orders	\$	<u>0</u>
Amount of current change order	\$	<u>88,674.00</u>
Amount of adjusted/final contract	\$	<u>551,618.28</u>

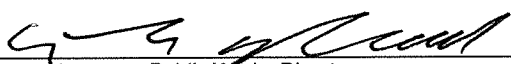
☒ addition
 Total net ☐ deduction to date \$ 88,674.00 which is 19.2 % of Contract Price

State fully the nature and reason for the change order Provide additional flow monitoring as required by the USEPA
 Order. Figure 1 and 2 lists the anticipated locations.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☒	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Recommended 
 Public Works Director

1-25-18
 Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



January 19, 2018

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

Subject: Ellen/Division and Basin 5/6 - Flow Monitoring Services

Dear Mr. Caswell:

ADS Environmental Services (ADS) is pleased to provide you with this scope and fee for extending our flow monitoring services in the Ellen/Division and Basin 5/6 areas. **As discussed in previous meetings, will continue to provide this work with the same scope and unit rates as provided from our 2017 work.**

The project will be managed by Mr. Eric Hehmann, Project Manager, and staffed by ADS personnel from our Indianapolis, Chicago, and St. Louis area offices. Mr. Hehmann was the assigned Project Manager for our last project in Decatur, and will ensure the work is performed to the City's specifications and requirements.

We would be willing to discuss any other aspects of this project with you at your convenience. Please contact me at (708) 341-9701 if we can be of further assistance or you require additional information. We look forward to the opportunity to work with the City of Decatur on this project.

Sincerely,

ADS Environmental Services

A handwritten signature in black ink, appearing to read "Chris Skehan". The signature is fluid and cursive.

Chris Skehan
Business Development Manager
(708)341-9701
cskehan@idexcorp.com

Project Approach and Understanding

For this project, ADS recommends the following methodology be established to meet the overall goals of this flow monitoring services:

- ✓ **Site Reconnaissance** – ADS will perform a detailed site reconnaissance on each of the pre-selected monitoring locations and rain gauge locations, to determine the overall site safety, create a general traffic control plan (for low/light traffic areas), overall installation access, metering hydraulics, and other installation detail notes. If a site is not suitable for installation, or any other unfavorable conditions are determined during these recons, alternative site locations upstream/downstream will be investigated. If the required/selected installation location requires relocation, ADS will discuss this with the owner/consultant/engineer prior to performing any alternative installations.
- ✓ **Professional Installation** – Once the candidate manhole has been identified and a site recon performed, ADS will begin installation of the flow monitoring equipment. ADS certified field crews and fleet vehicles are equipped with all the necessary safety and installation tools required for installation of ADS monitoring systems. Rain gauges will be deployed on pre-selected buildings, and ADS will work with the City to notify the owners before any work is performed.
- ✓ **Initial Site Calibrations** – After Installation, ADS will perform an initial site calibration to verify the working order and accuracy of the installed equipment. This typically includes a manual depth reading and manual velocity reading, which is then compared to the actual monitoring readings, in real-time. ADS metering systems are robust and offer many advanced features to help ensure the initial installations are calibrated to capture the best possible results. However, further calibration may be required during the monitoring study period.
- ✓ **Data Collection and System Maintenance** – ADS will assign a data analyst to collect and review the data for these monitoring sites, twice weekly. The analyst will be responsible for ensuring the data collected appears to be reasonable with the expected flow conditions at the monitoring location, and will assign work orders to field crews for any required maintenance, troubleshooting, or additional calibrations during the course of this project. A local ADS field crew will be responsible for responding to any issued work orders from the data analyst or project manager, and will ensure the equipment is in working order for the duration of the project. ADS will provide access to all data online via the ADS FlowView.com hosted system.
- ✓ **Project Deliverables** – ADS will provide monthly data deliverables via Microsoft excel of the raw and QAQC, Finalized data monitoring during this project. A final report will be submitted within 30 days of the end of the project, with a summary of the project, associated graphics, site reports, and final data as outlined in the RFQP.

Proposed Scope of Work

ADS Environmental Services (“ADS”) will perform a temporary flow-monitoring project in coordination with The City of Decatur (owner) using selected ADS Flow Metering Systems and Rain Gauge recording devices. This scope of work is described as follows:

Phase I – Mobilization

- 1) Preliminary Meeting: Phase I will begin with a preliminary meeting/conference call with the project team. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule. Much of this work has already been accomplished to date.
- 2) Site Locations: Engineer/Owner in cooperation with ADS will identify/verify location of monitor locations and rain gauges.
- 3) Site Investigations: Once the sites are identified, ADS field crews will begin site investigations. The proposed flow monitoring locations will be located and descended and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality; ADS will notify CLIENT of any cleaning requirements. ADS field crews will look for evidence and signs of erratic flow patterns. Rain Gauge locations should be on top of buildings, away from trees.
- 4) Site Reports: Upon completion of the investigations, the ADS field crew will complete a site report for each location. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. As requested, ADS will also indicate the location, and note how far upstream or downstream the meter is located from manhole. A simplified site report will be used for rain gauges.
- 5) Equipment: ADS will utilize the most appropriate ADS Model flow monitor and sensor configuration during the course of this project at each location. A typical monitor installation will include an ultrasonic depth sensor that will be mounted at the crown of the pipe; a redundant pressure depth sensor mounted at the invert; and a Doppler velocity sensor also mounted at or near the invert. Smaller pipes may utilize a single combination sensor (CS4) or specialty “Surface Velocity” sensor (CS5) to capture depth and velocity data. ADS will also deploy wireless rain gauge systems to compliment the flow monitoring data at pre-selected locations.
- 6) Monitor Activation: Once installed, the monitors will be activated and set to take readings at 5-minute intervals. Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location. Rain gauges will be calibrated on site during the installation phase to ensure accuracy of data.
- 7) Priority Locations: It has been identified that the monitoring locations in the North Lost Bridge and Florian areas will be given priority and installed first, to assist with a RDII Reduction project that was part of a separate RFQP.

Phase II – Flow Monitoring

- 1) Flow Monitoring: Once the flow monitors, and rain gauges are installed and confirmed, ADS will monitor the flows for an initial pre-determine period (“monitoring period”) as requested by the City. This initial period can extend beyond the original duration per the “extension prices” set forth in the table below.
- 2) Preventative Maintenance: ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. During the course of the project and as part of ADS’ quality control program, the field manager will visit each location and reconfirm that the monitor is in proper working condition. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. The ADS data analyst will also review the data on a regular basis throughout the monitoring period.
- 3) Maintenance Services: Service for the flow monitors involves troubleshooting the common faults that are repairable in the field. More complex problems are left to trained electronic technicians, and off-site technicians. Common service problems are sensor scrubs to clear any debris, sensor replacements, battery changes, and internal board replacements.
 - a. Schedule: The field service maintenance shall accommodate normal operating hours of 8:00 a.m. to 5:00 p.m. Monday through Friday
 - b. Troubleshooting: ADS will investigate, troubleshoot, and attempt to repair any perceived malfunction of a monitor, its communication equipment, or deployed rain gauge within three to five (3-5) business days of discovery of the malfunction. Depending on the condition of the problem or access to the location, this response time may vary.
 - i. If the equipment cannot be repaired on site, ADS will issue a replacement device. ADS crews typically have spare monitors, sensors, and common accessories available on their production vehicles for temporary monitoring projects, such as this one. Complex issues or non-common parts may require some off-site diagnostics. ADS will communicate with the Client if any off-site repairs are needed.
 - c. Traffic Control Assistance: ADS may require local traffic control for some of the required installation locations outlined. As such, ADS will work with the OWNER/CLIENT to assist with traffic control and site safety if necessary.
- 4) Data Collection: Once activated and confirmed to be working properly, field crews will visit the monitored locations on a routine basis or as scheduled by an analyst who will be reviewing the data. Each monitor will be collected twice weekly by the analyst, using the equipment’s wireless modem. Depth and velocity data will be collected and reviewed and flow will be calculated by the data analyst. If a meter or rain gauge experiences issues from the wireless communications carrier that are out of our control, manual data collects will be utilized and the data will be uploaded to the FlowView website, usually within 48 hours after the data has been manually collected.
- 5) Demobilization: ADS will continue twice weekly data collections on all wireless meters, confirmations (as necessary), and necessary maintenance until the end of the monitoring period. Once authorized by the client, crews will remove the flow monitors and deliver final data to the data analyst.

Phase III – Data Analysis and Reporting

- 1) Data Analysis: During and upon completion of the monitoring period, a trained ADS data analyst will analyze all the data. The data analyst will directly calculate flow using the continuity equation from recorded depth and average velocity data. If required, ADS may utilize the Manning's equation or a Flume/Weir equation to calculate the flow. All flow quantities as determined by the selected equation will be plotted. The analyst will also utilize scattergraphs (depth vs. velocity readings) to verify monitor accuracy. Within thirty days (30) days of the end of the monitoring period, ADS will provide all QA/QC'd data via the ADS FlowView reporting system. The analyst will also be responsible for creating any maintenance work orders for this project.
- 2) Final Report: ADS will provide the owner and engineer with a final report of the flow meter data collected for this project. This includes:
 - Weekly and monthly hydrographs of depth, velocity, flow, and rain for each site;
 - Scattergraphs for each site;
 - Tabular depth, velocity, and flow data in both monthly summary form and native interval form;
 - Detailed site reports,
 - Finalized QAQC Data via Microsoft Excel
 - A Summary of the Monitoring Results
- 1) RDII Analysis Report. ADS will prepare an RDII Report using our Slicer software tools that will include:
 - a. Hydraulic Performance Evaluation – A brief narrative interpretation of hydraulic performance recorded at each flow monitoring location as determined using a scattergraph of flow depth and velocity data. The scattergraph interpretation shall estimate the Theoretical Capacity and Operational Capacity of the monitoring location and compare those values to the dry and wet flows measured at the site.
 - b. Dry Weather Analysis – A characterization of the conditions observed during the weekday and weekend periods of the flow monitoring period during dry weather. This information is to be summarized as a time-series hydrograph of the average diurnal flow quantities for weekday and weekend days.
 - c. Dry Weather Flow Summary – A table of the Average Dry Day Flow (ADDF). The table will also include the estimated wastewater production and base infiltration at each location
 - d. Wet Weather Analysis – A characterization of the conditions observed during specific wet weather events observed during the flow monitoring period, summarized as a time-series hydrograph comparing the observed Rainfall Dependent Inflow/Infiltration (RDII) during a storm event to the ADDF for corresponding weekday and weekend days.

- e. Percent Rainfall Ingress – To enable a comparison of RDII severity between basins of differing sizes (in the future), the net RDII volume for the basin (as defined by the flow monitoring location) will be “normalized”. This means that the volume of RDII was divided by rainfall (inches) and by basin size (in acres or lineal feet (lf) of pipe) to enable an apples-to-apples comparison of results among basins. Basin linear footage information will be calculated using the City’s GIS data. The rainfall data are to be obtained from installed rain gauges for this project.
- f. Ranking of RDII Severity in Each Target Area using Normalized Values.
- g. GIS Based RDII Severity Maps for each basin and sub Basin based off the Normalized RDII Values and Capture Coefficient determined at each monitoring location (RDII/Acre).
- h. Recommending the next step(s) for RDII removal.

Owner Activities: Owner (and consultants) agrees to perform the following functions in connection with this project. Certain activities must be acknowledged prior to ADS having an obligation to perform services enumerated herein.

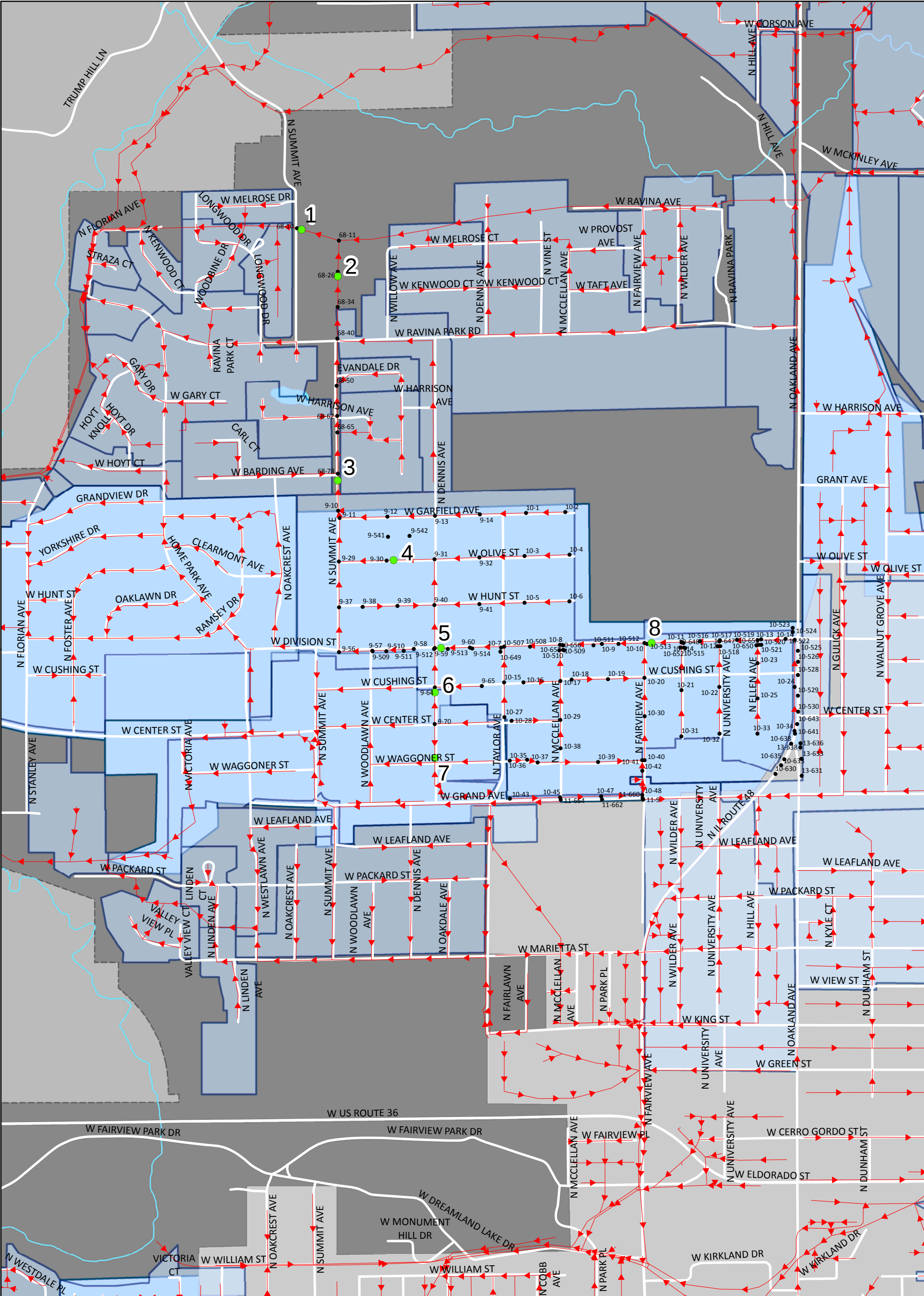
- The Owner will be responsible for coordinating the required site locations for this project, using maps, atlas pages, or GIS mapping files.
- The Owner will be responsible for coordinating any necessary cleaning in required locations, where debris may be present.
- Owner will designate a project manager or primary point of contact to coordinate ADS’s work and to act as the Owner’s representative with respect to the work performed under this Agreement.
- Owner will provide access to and assist ADS to enter upon public and private lands as required for ADS to perform work under this Agreement; this excludes any regards to traffic control, which will be handled between ADS and a local sub-consultant.
- Owner will not make repairs or perform maintenance or attempt to do so on the equipment covered under this Agreement unless authorized by ADS. This shall include removal, repair, relocation or installation of monitoring equipment.
- Owner will assist ADS in obtaining any specialized City Permits to perform this work (if applicable).

The following table provides our rates these services in conjunction with this project.

Task	Qty	Units	Unit Rate	Total
1. Flow Monitor Site Investigation, Installation, Removal	18	Each	\$1,005.00	\$10,050.00
2. Flow Monitor Equipment Lease, Data Collects, Maintenance, Data Review,	72	Per meter /month	\$835.00	\$60,120.00
3. Flow Monitoring Data Analysis, Editing, and QAQC for "Model Ready" data	72	Per meter /month	\$182.00	\$13,104.00
4. Rain Gauge Calibration, Maintenance, Data Downloads, Equipment Removal (Includes Installation)	10	Per meter /month	\$540.00	\$5,400.00
5. Final Report & Final Data Delivery	1	1	Included	Included
Project Total				\$88,674.00

The pricing provided in the attached table is based on the following assumptions:

- No local taxes included – Tax Exempt Municipality;
- Report Deliverables are via PDF and Excel Data Deliverables via CD-ROM.
- Per the Professional Services Agreement executed for the 2017 RFQP "2017 Target Area Flow Monitoring Services"



		Combined or Separate Sewer Decatur Sewer Basin Lakes and Ponds Rivers and Streams		Combined Sewer Areas Manholes Confirmed Flow Meter Locations		Flow Monitoring Confirmed Flow Meter Locations - TA9 Decatur, Illinois Projection: NAD 1983 StatePlane Illinois East FIPS 1201 Feet		FIGURE 1
Drawn By: SS								
Checked By: PSA								
Date: September, 2017								
Project #: 60447509						Page 87 of 203 1 in equals 752 feet 0 425 850 1,700 Feet		

Public Works

DATE: 1/29/2018

MEMO: 2018-04

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with Farnsworth Group to Design Storm Drainage Improvements of 32nd/Fulton Area, City Project 2016-04

SUMMARY RECOMMENDATION: Please see attached memorandum.

ATTACHMENTS:

Description	Type
2018-04 Memo	Cover Memo
2018-04 Resolution	Resolution Letter
2018-04 Agreement	Backup Material
2018-04 Location Map	Backup Material
2018-04 Summary	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2018-04**

DATE: January 26, 2018

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Interim Public Works Director

SUBJECT: Resolution Approving Agreement with Farnsworth Group to Design Storm Drainage Improvements for the 32nd and Fulton Area, City Project 2016-04

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a professional engineering services agreement between the City of Decatur and Farnsworth Group, to design storm drainage improvements for the 32nd and Fulton area of the City for a fee not to exceed \$210,200.

PRIOR COUNCIL ACTION:

This project was identified as the #3 priority in the City's 2009 Stormwater Master Plan.

July 5, 2016 – The City Council approved Resolution No. 2016-86, authorizing a professional engineering services agreement between the City of Decatur and Farnsworth Group, to prepare a preliminary storm drainage design report of the 32nd and Fulton area of the City for a fee not to exceed \$80,200.

STORM DRAINAGE PRIORITIES:

The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

The 32nd/Fulton Area Drainage Project addresses item 1 in the Master Plan. This area is listed as the 3rd priority in the 2009 Stormwater Master Plan and is a high priority area for reducing the infiltration of storm water into the sanitary sewer system. Improving storm drainage will help reduce sanitary sewer overflows and basement backups in addition to reducing area flooding.

BACKGROUND:

On February 26, 2016, the Public Works Department issued a request for proposals and qualifications from area engineering firms. Nine firms responded to the City's request and 5 firms submitted formal proposals and statements of qualifications. Public Works Department staff reviewed the proposals and recommended Farnsworth Group as the firm best able to serve the City in preparing a

preliminary engineering design of the storm drainage in the 32nd and Fulton area of the City and providing recommendations for future actions. Farnsworth is an engineering firm located in Central Illinois and has a branch office in the City.

The 32nd / Fulton Drainage Improvement Project is entering phase 2 of 3 phases:

1. Preliminary Drainage Design: This project was completed in late 2017. This phase provided a review of the area storm drainage system, or lack thereof, and prepared an action plan to address identified problems. The Executive Summary is attached for Council review.
2. Final Design: Based on the results of the preliminary review, Farnsworth has prepared a scope of services to design the proposed drainage projects. The proposed area improvements are shown on the attached location map.
3. Construction Phase: It is anticipated that construction will begin in early 2019. This work was moved up in the 2018 Capital Improvement Plan to coordinate with the City's planned sanitary sewer improvements affecting the Lost Bridge North Area.

Engineering Services Agreement

The scope of services for the second phase of the 32nd and Fulton Area Storm Drainage Improvement Project includes:

1. Hold public meetings with the residents of the 32nd / Fulton drainage area and other stake holders, including area businesses, to review proposed improvements in the drainage area.
2. Perform topographical survey of the area of the proposed improvements.
3. Design proposed improvements with input from area residents and property owners.
4. Prepare plans and specifications for the proposed drainage improvements.
5. Provide bidding assistance to the City, including responding to questions, reviewing bids and recommending the award.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Farnsworth Group, Inc.

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

LEGAL REVIEW: The proposed agreement was approved by the Legal Department on Thursday, January 25, 2018.

SCHEDULE:

Work on the Final Design is scheduled to begin immediately and be completed and submitted for review by December of this year. Draft results will be available for use in the preparation and development of the 2018 Capital Improvement Plan. Construction is planned to begin in 2019.

BUDGET IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with Farnsworth Group, Inc. is for a cost of \$210,200. Funding for this project is allocated 50% in the Storm Water Fund which is supported by the Storm Water Utility and 50% in the Sanitary Sewer Fund which is supported by the Sewer User Fee.

Staffing Impact: Staff time is allocated to manage and review the 32nd / Fulton drainage improvement project.

Attach: 3

cc: Steve Myers, Farnsworth Group

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING
SERVICES AGREEMENT WITH FARNSWORTH GROUP
TO DESIGN STORM DRAINAGE IMPROVEMENTS
OF 32ND / FULTON AREA
CITY PROJECT 2016-04**

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

Section 1. That the Agreement authorizing the professional engineering services to design storm drainage improvements for the 32nd and Fulton Area, City Project 2016-04, presented to the Council herewith between the City of Decatur and Farnsworth Group., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Engineering Services Agreement between the City of Decatur, Illinois and Farnsworth Group., for a fee not to exceed \$210,200.

PRESENTED and ADOPTED this 5th day of February, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and Farnsworth Group, Inc., 132 South Water Street, Decatur, IL 62523, ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or

otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the

City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:

- a. Name and address of party insured.
- b. Name(s) of insurance company or companies.
- c. Name and address of authorized agent executing such certificate.
- d. Description of type of insurance and coverage afforded thereunder.
- e. Insurance policy numbers.
- f. Limits of liability of such policies and date of expiration of policies.
- g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

- a. Workers' Compensation:

Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
- b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.
- c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
- d. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
- e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.

H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the

Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.28 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.1.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and

deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2018

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: _____

SCOPE OF WORK

Analysis, design, and preparation of Construction Documents for various storm sewer, detention, and other drainage improvements in the 32nd and Fulton neighborhood. Scope includes:

1. Field Surveys and Data Collection

- Topographic and limited public property survey for the purposes of performing limited modeling and preparing (in CAD) final construction plans for planned drainage improvements. Study/Design area is identified on the attached map and includes:
 - 32nd Street from Orchard Drive to Fulton Ave., including NE corner of Sinawik Park.
 - Fulton Ave. from 32nd Street to 33rd Street.
 - Portions of the existing “Western Drainage Ditch” from Fulton Ave. to a location north of Maplewood Ave. where tie-ins to the future relief sewer will be made.
 - The undeveloped public ROW aligning with 33rd Ave. from Fulton Ave. to Maplewood Ave.
 - Picking up general topography and pertinent utility infrastructure in the study area.
 - Utilize existing plats, subdivision plans, deeds, easements, GIS data, and other property information provided by City of Decatur Public Works staff to identify basic property information along public ROW where work is proposed.
 - Prepare an easement plat for future detention basin on public park property in Sinawik Park.
 - Three days of time to pick up limited surveying on public ROW adjacent to up to 19 isolated locations where drainage issues have been reported. Surveying on private property will be limited to surface ground shots and local drainage infrastructure for the purposes of identifying feasibility of connection to public improvements in adjacent ROW.
- An additional two days of pickup surveying to be available during design and construction plan development, to be billed on a time and materials basis, as needed.
- Coordination with City staff to review, obtain, and digitize/incorporate existing plans (electronic or paper) into electronic base files for modeling and design.

2. Meetings

- One (1) Public Open House to present recommendations and receive & document public input.
- One Meeting with Park District and School District personnel to review and present recommendation for detention basin on park property.
- Four (4) bi-monthly progress meetings with Public Works staff to review data collection, analysis, preliminary and pre-final construction plans.

3. Modeling and Analysis

- Develop an EPA SWMM Hydrologic-Hydraulic Model of proposed drainage improvements to evaluate 10, 25 and 100-year storm events and size pipe and ditch capacities, detention basin geometry, cross-road culvert geometry, and channel geometry. Model will estimate the resultant high-water levels to be used for determining sizes, shapes and locations of proposed infrastructure. Modeling may also identify existing limitations (e.g. topography, existing utilities or structures) that affect the capacities of any proposed infrastructure.

Area of specific modeling/design includes:

- 32nd Avenue from Orchard Street to proposed Sinawik Park dry bottom detention basin and culverts under 32nd and Fulton Ave.
 - Fulton Avenue from outlet of proposed Detention Basin to Western Channel and proposed 33rd Ave. Relief Sewer to its outlet north of Maplewood
-
- Conduct Rational Method and/or HY-8 pipe/culvert analyses to identify capacities and optimal geometry for ditches, drains, culverts or other *public* infrastructure necessary to address drainage issues identified in isolated locations where the recent Planning Study identified necessary improvements to alleviate ponding on private properties throughout the study area.
 - Prepare a Preliminary Engineer's Opinion of Cost.
 - Review results and detailed sizing recommendations with Public Works staff and incorporate revisions, alternatives, cost considerations and other input into a final preliminary plan for approval prior to starting final design.

4. Final Design / Construction Documents

- Prepare a single set of plans and specifications for public bidding and selection of a contractor to perform the proposed drainage improvements. Construction Set will include:
 - Sealed cover Sheet with location maps and index
 - Plan and Profiles of proposed storm sewer improvements
 - Grading plans for all grading improvements, including dry bottom detention basin and relief sewer from Fulton Ave. to Maplewood Ave.
 - Grading plans and cross sections for ditch improvements on public ROW and connections to proposed relief sewer.
 - Culvert replacements, ditch grading plans
 - Typical sections
 - Details
 - Grading and Erosion Control Plans
 - Detention basin inlet and outlet details
 - Cross Road culvert plans, profile and associated details.
- Specifications, utilizing MasterSpec templates modified to appropriate City of Decatur Standards.
- Prepare an Engineer's Opinion of Cost.
- Prepare IEPA Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) for submission for NPDES Phase II Construction Permit.
- Prepare and submit IDNR EcoCat Endangered Species Signoff Request and IHPA Historic Preservation Signoff Request as required for NOI Submission.

Not included in this Contract and Scope of Services:

- Topographic or Property surveying beyond that listed above.
- Potable Water/Sanitary Sewer studies or design
- Traffic Impact Studies or Roadway Design
- Attendance or presentation at Planning and Zoning or City Council Meetings
- IEPA Permitting
- Permit Fees.
- Geophysical or Environmental Investigations
- IDNR or Corps of Engineers Permitting
- FEMA Letters of Map Revision or Detailed Flood Studies or Mapping
- IDOT Coordination or Permitting
- Construction Administration or Observation.

If necessary, FGI can perform these extra services on a time and material basis under a separate contract addendum if requested by the Client.

Estimated Project Schedule:

Contract Awarded by City Council	February 5, 2018
Project Kickoff	February 12, 2018
Surveying Completed	March 30, 2018
Preliminary Modeling/Analysis Results Presented	May 15, 2018
Preliminary Plan Presented for Approval	June 15, 2018
95% Construction Plans Provided for Review	August 15, 2018
Final Construction Plans Presented	September 14, 2018
Advertise for Bid	October 1, 2018
Contract Awarded	November 5, 2018

ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS

Farnsworth
GROUP

Project No.:
Engineer: Lott
Date: 25-Jan-18

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A-4



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	Farnsworth Group Inc.
City Project Name:	32 nd and Fulton Street Neighborhood Drainage Improvement Project
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL

BY: _____
(City Engineer)

Dated this ____ day of _____, 20 ____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____
(Signature) (Title)

Dated this ____ day of _____, 20 ____.

City of Decatur
32nd & Fulton St. Drainage Improvements

	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Contract Awarded																	
Project Kickoff																	
Surveying and Data Collection																	
Modeling and Analysis																	
Prepare/Present Preliminary Plans																	
Construction Plans																	
Revisions and Prepare Bid Documents																	
Bidding																	
Award Construction Contract																	
Construction																	



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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____.

Amount of original contract \$ _____
 Amount of previous change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the change order _____

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☐	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2018

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108		1-800-527-9049	CONTACT NAME: Linda Bomarito / Audrey McNeill PHONE (A/C, No. Ext): 309-683-1065 FAX (A/C, No): 888-898-6604 E-MAIL ADDRESS: AMcNeill@holmesmurphy.com	
INSURED Farnsworth Group, Inc. 2709 McGraw Drive Bloomington, IL 61704		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 37885

COVERAGES

CERTIFICATE NUMBER: 51961432

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y / ☐ N	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR9914827	06/15/17	06/15/18	Each Claim 5,000,000 Aggregate 10,000,000

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

The professional liability policy contains a 30 day notice of cancellation as required by written contract with the insured, per policy terms and conditions.

Farnsworth Group, Inc. Project 32nd + Fulton Ave. Drainage Improvements
Farnsworth Group, Inc. Project Manager: Brandon Lott

CERTIFICATE HOLDER

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2018

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 Cottingham & Butler Robert Heath 800 Main St. Dubuque IA 52001	CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Co.</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: Twin City Fire Insurance Co.	29459	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Farnsworth Group, Inc. 2709 McGraw Drive Bloomington IL 61704	FARNRGRO-01														

COVERAGES**CERTIFICATE NUMBER:** 212831739**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			83 UEN OB 8121	4/1/2017	4/1/2018	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ZUP-61M71617-17-NF	1/1/2017	4/1/2018	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 6,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 6,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 6,000,000	AGGREGATE	\$ 6,000,000		\$								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Farnsworth Group, Inc. Project 32nd & Fulton Ave Drainage Improvements

RE: Farnsworth Group, Inc. Project Manager Brandon Lott

The City of Decatur and its officers and employees are additional insured on the General Liability policy on a primary, non-contributory basis and the Auto Liability policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. A 30 day notice of cancellation is provided by the insurance company to the certificate holder as outlined by the endorsement attached to the General Liability, Auto Liability, and Workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**
 Public Works Department
 City of Decatur
 1 Gary K. Anderson Plaza
 Decatur IL 62523

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

AUTHORIZED REPRESENTATIVE

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____	_____
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract _____ None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

Signature

Printed Name

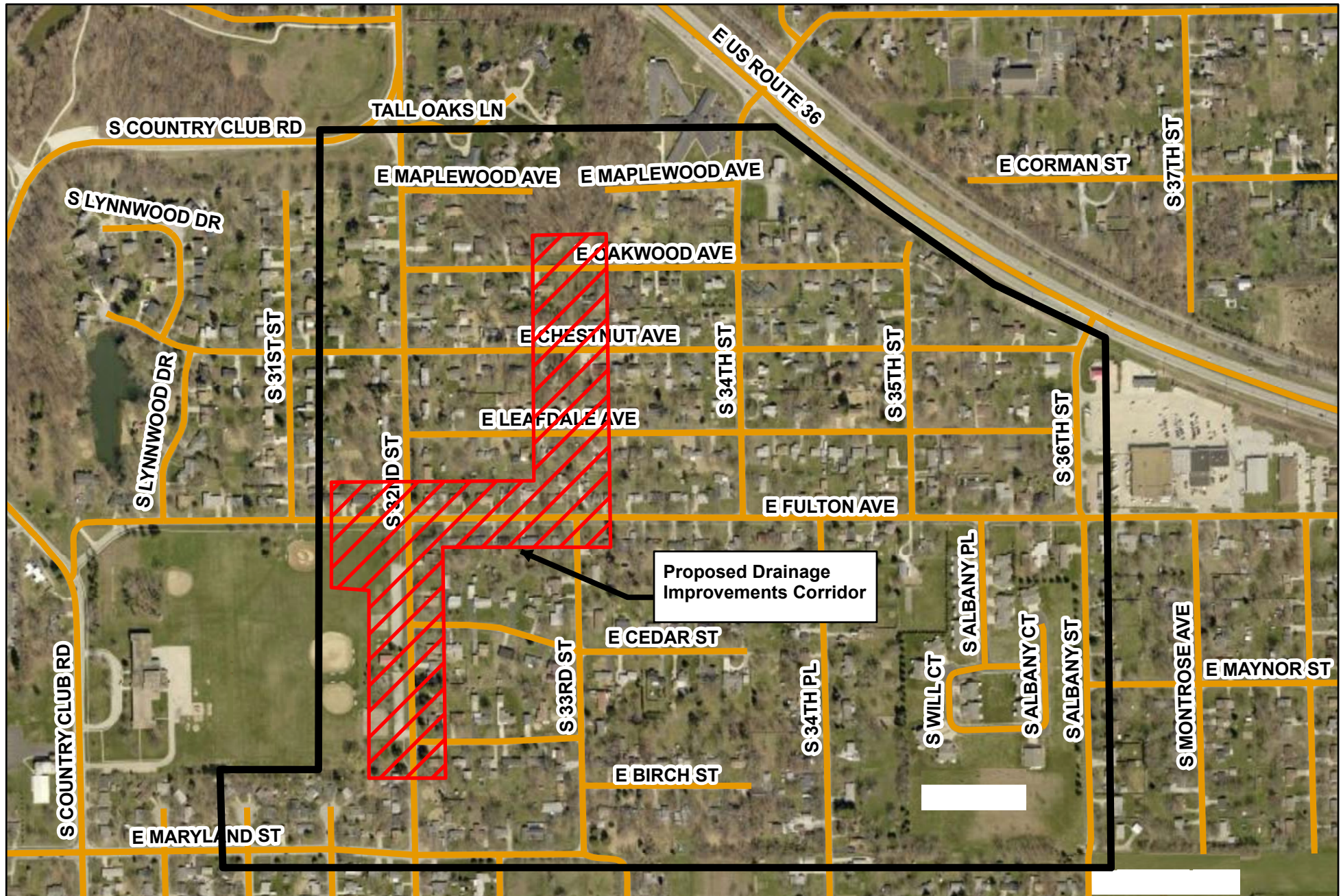
Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20 ____.

Notary Public

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract		
Project Name:	City of Decatur 32nd and Fulton Drainage Improvements	
Consulting Engineer:	Farnsworth Group, Inc.	
Classification	Minimum	Maximum
Principal	\$62.64	\$99.04
Senior Engineering Manager	\$56.49	\$65.96
Engineering Manager	\$49.76	\$59.89
Senior Project Engineer	\$37.98	\$51.30
Project Engineer	\$37.21	\$40.86
Senior Engineer	\$35.67	\$37.95
Engineer	\$31.73	\$36.54
Engineering Intern II	\$28.25	\$35.10
Engineering Intern I	\$25.48	\$27.40
Design Manager	\$43.26	\$48.75
Senior Project Designer	\$39.42	\$41.56
Project Designer	\$29.23	\$40.50
Senior Designer	\$31.25	\$34.90
Designer	\$29.71	\$33.77
Project Technician	\$35.58	\$38.50
Lead Technician	\$31.00	\$34.13
Chief Technician	\$25.48	\$30.90
Senior Technician	\$19.50	\$26.50
Technician II	\$16.80	\$23.85
Technician I	\$15.00	\$19.00
Senior Land Surveying Manager	\$53.05	\$59.95
Land Surveying Manager	\$44.42	\$53.61
Senior Project Land Surveyor	\$42.00	\$45.67
Senior Land Surveyor	\$34.95	\$37.16
Land Surveyor	\$29.86	\$29.86
Systems Integration Manager	\$48.80	\$48.80
Administrative Support	\$10.00	\$35.53

32nd and Fulton Area Drainage Improvements Plan, City Project 2016-04





32ND / FULTON DRAINAGE IMPROVEMENT REPORT

FOR



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

Project No.: 0160436.00

**FINAL REPORT
FEBRUARY 5, 2018**

Executive Summary

The 2009 City-wide Stormwater Master Plan identified the 32nd and Fulton Ave. neighborhood as a location where flooding and ponding were frequently affecting both public and private properties. Subsequently the City of Decatur Public Works Department initiated a Stormwater Planning Study of the neighborhood to identify infrastructure improvements necessary to minimize the flooding and ponding regularly experienced in the neighborhood during even moderate rainfall events. A study was conducted to collect information from the public, perform field surveys, identify areas of critical concern, develop alternatives, and prioritize a program for future drainage improvements in the area.

The study identified numerous existing drainage problems in the neighborhood ranging from isolated ponding in poorly-graded private yards to widespread ponding resulting from undersized or absent drainage infrastructure. This naturally flat, poorly-drained portion of the City, coupled with piecemeal development over the years with little or no drainage infrastructure, has resulted in an area where several drainage improvements are necessary.

The following recommendations are made:

- Maximize the performance of the Western Channel by working with landowners to remove obstructions and maximize the capacity of the existing channel where possible. Culvert upgrades under public ROW and the construction of a public overflow relief sewer are recommended. A budgetary cost of \$1,032,000 is provided.
- Provide approximately 4.2 acre-feet of stormwater detention in existing open space near Sinawik Park at the Corner of 32nd and Fulton Ave. to minimize downstream flooding. A budgetary cost of \$500,000 is given for the basin and adjacent culvert/sewer improvements.
- Utilize the additional capacity being provided in the Baltimore Avenue Storm Sewer improvements expected in 2018. Work on an adjacent private detention basin might be considered in a public-private project should the ponding continue after the planned Baltimore Avenue improvements are made.
- Perform upgrades to cross-road culverts, driveway culverts, ditch grades and localized roadside drainage restrictions throughout the neighborhood to address some of the Isolated drainage issues identified on private properties during the study.

Recommendations for the Isolated Areas of Flooding varied greatly but generally focused on maintenance, ditch modification, culvert enlargements, and evaluating public-private partnerships to provide grading or infrastructure in individual private yards where the original grading did not provide adequate flood routes to convey high flow events away from structures. The priority of these improvements range from low to high depending on severity and frequency of impact. A total budgetary cost of \$443,000 is provided as a total for these isolated improvements, which may be reduced by focusing work on the Public ROW and partnering with private landowners for work necessary on private property to access the public improvements.

Recommendations also include working with the Public Works Department and other stakeholders to initiate the development of a City-wide Drainage Design Standard to provide guidance and consistency

to rehabilitation projects and infrastructure design, moving forward, that adequately addresses both a design flow criteria and flood routing extreme events.

Budgetary Construction Costs			
Major Areas of Flooding			
<i>Oakwood Avenue Culvert Replacement (6' x 3')</i>		\$	85,000
<i>East Chestnut Avenue Culvert Replacement (5' x 3')</i>		\$	82,000
<i>East Leafdale Avenue Culvert Replacement and Storm Sewer (5' x 3')</i>		\$	145,000
<i>Fulton Avenue Culvert Replacement (5' x 2.5')</i>		\$	70,000
Total Channel Improvements Oakwood to Fulton		\$	382,000
Relief Sewer		\$	650,000
Fulton & 32nd Infrastructure and Detention		\$	500,000
Isolated Areas of Flooding			
1817 Richmond Court		\$	22,000
1835 South 33rd Street		\$	25,000
3313 Cedar Street		\$	10,000
3339 Fulton Avenue		\$	18,000
3469 Fulton Avenue		\$	10,000
3519 Fulton Ave		\$	15,000
1730 & 1740 Albany Street		\$	10,000
1815 & 1856 Montrose Street		\$	27,000
1750 & 1755 Commonwealth Street		\$	9,000
1820 Baltimore Avenue & 4012 Maynor Street		\$	70,000
1821 Sandy Place		\$	17,000
3455 Leafdale Avenue		\$	- **
3506 & 3515 Leafdale Avenue		\$	75,000
3515 & 3575 Chestnut Avenue		\$	55,000
3405 Chestnut Avenue		\$	10,000
3443 Chestnut Avenue		\$	25,000
3445 Oakwood Avenue		\$	36,000
3113 Chestnut Avenue		\$	9,000
Total Budget Estimate		\$	1,975,000
** Maintenance Only Solution			

Economic & Community Development

DATE: 2/5/2018

MEMO: No. 18-04

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager

Raymond Lai, AICP, Economic and Community Development Director

Joselyn A. Stewart, Transportation Planner

SUBJECT: Easement Vacation - 3900 Block of County Fair Drive

SUMMARY RECOMMENDATION: Staff recommends approval of the easement vacation.

BACKGROUND:

The petitioner is requesting to vacate the easement located in the 3900 Block of County Fair Drive (see attached plat). As you know, easements by definition are utilized upon properties to provide public entities or others- including utility companies – certain rights including access to utilities or other infrastructure located within said easements and, for that reason, cannot be built upon. We recommend vacating this easement in this case because the City of Decatur has no utilities in the easement, nor are any being held by Ameren, Comcast Communications and AT&T.

Letters were sent to Ameren, Comcast Communications, and AT&T notifying the utility companies of the vacation request and all companies approved the request because there are no utilities in the easement. No compensation is required for easement vacation requests, therefore no appraisal is required.

The easement is not necessary to serve the general public. Staff is of the opinion that the vacation of this easement will not have an adverse affect on the general public. The best interests of the City of Decatur would be served by approving the easement vacation.

POTENTIAL OBJECTIONS: N/A

INPUT FROM OTHER SOURCES:

The easement vacation has been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire have approved the vacation.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn A. Stewart at 424-2782 or at jstewart@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

**ORDINANCE VACATING AN EASEMENT
- IN THE 3900 BLOCK OF COUNTY FAIR DRIVE -**

WHEREAS, a request has been received from Roserock Holdings, LLC, requesting the vacation by the City Council of an easement in the City of Decatur, Illinois legally described as:

A 5 foot wide utility easement lying East of the West line and Northeasterly of the Southwesterly line of Lot 12 as shown on the Final Plat of County Fair Commercial/Industrial Park II as per plat recorded in book 1832 on page 148 of the records in the Recorder's Office of Macon County, Illinois.

WHEREAS, said easement is no longer useful to the public or to the City; and,

WHEREAS, the public interest will be subserved by vacating said easements and the public will be relieved from the further burden and responsibility of maintaining the same.

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

Section 1. That the above described easement be, and the same is hereby, vacated inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation, said easement being shown on the plat thereof hereto attached and hereby made a part hereof.

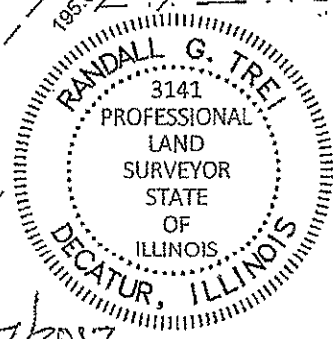
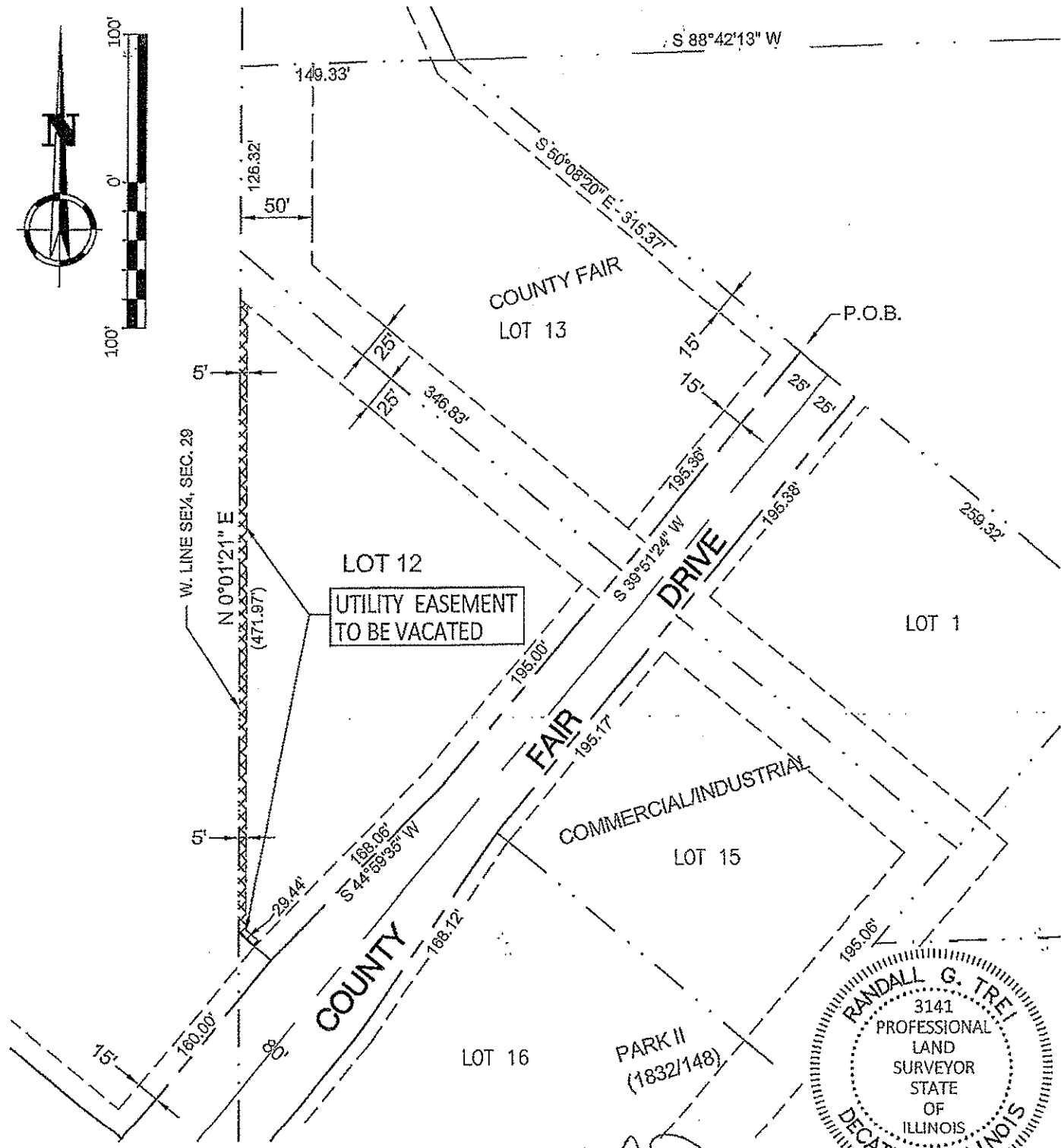
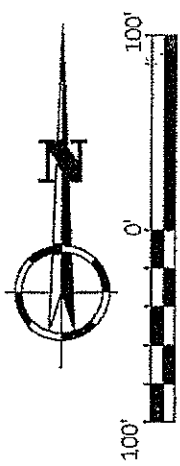
PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

EASEMENT VACATION PLAT



**CHASTAIN
& ASSOCIATES LLC**
CONSULTING ENGINEERS

[Signature] 11/27/2017
RANDALL G. TREI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO 3141
MY LICENSE EXPIRES 11/30/2018



CITY OF DECATUR, ILLINOIS
ECONOMIC AND URBAN DEVELOPMENT DEPARTMENT
Planning and Economic Development Division
REQUEST FOR VACATION
Utility Easement of Public Right of Way
(please Type)

To: The Mayor and City Council
Members of the City Plan Commission

Date: January 10, 2018

The undersigned, Doug Stussi, hereby request the
vacation of the following: X EASEMENT VACATION _____ ROW VACATION
legally described as follows

See Attached

Located at: County Fair Drive, Decatur, IL

Address and phone number of petitioner/owner
(Fax number, e-mail address)

Roserock Holdings, LLC

10601 N. Pennsylvania Avenue

Oklahoma City, OK 73120

Attn: Doug Stussi

T: (405) 242-2549 F: (405) 463-3646

doug.stussi@loves.com

Address and phone number of representative
(Fax number, e-mail address)

CESO, Inc.

3601 Rigby Rd, Suite 300

Miamisburg, OH 45342

Attn: Eric Boyd, Senior Project Manager

T: (937) 401-3751 F: (888) 208-4826

boyd@cesoinc.com

PETITIONER REQUIREMENTS:

1. Plat of area proposed for vacation.
2. All appropriate utility companies and franchise holders will be contacted regarding the requested vacation. Please provide copies of the utility company responses.
3. All property owners with land abutting the property to be vacated shall be served proper notice by letter delivered by certified mail. Please provide copies of documentation.

UTILITY EASEMENTS ONLY

4. If compensation is required (due to the individual nature of each request) an approved recent appraisal, at the expense of the owner, will be required.

PUBLIC PROPERTY/ROW VACATIONS ONLY

4. Compensation shall be required based upon an approved recent appraisal at the expense of the petitioner. Whenever any appraisal indicates compensation to be paid in excess of \$2000, a second appraisal (at the expense of the City) will be commissioned; the higher appraisal of the two will be utilized to determine compensation paid to the City.
5. All requests for property vacation should be submitted to the Plan Commission for public hearing.

Signature of Petitioner _____

UTILITY EASEMENT TO BE VACATED

A 5 foot wide utility easement lying East of the West line and Northeasterly of the Southwesterly line of Lot 12 as shown on the Final Plat of County Fair Commercial/Industrial Park II as per plat recorded in book 1832 on page 148 of the records in the Recorder's Office of Macon County, Illinois.

MINUTES OF THE MEETING
OF THE
HISTORICAL AND ARCHITECTURAL SITES COMMISSION

Wednesday, March 15, 2017, 4:00 P.M.
City Council Chamber, Decatur Civic Center

The March 15, 2017 meeting of the Historical and Architectural Sites Commission was called to order by Chairman Hank Norris, in the City Council Chamber, Third Floor of the Decatur Civic Center, at 4:06 P.M., who determined a quorum was present.

Members Present: Eric Bramer, Louise Haun, Jeff Hunt, John Larcher,
Bob Luther, Pat Penhallegon, Hank Norris

Members Absent: Mike Couch, Bruce Nagel

Staff Present: Richelle Irons, Tim Dudley, Janet Poland

Secretary's Report

It was moved and seconded (Larcher/Hunt) to approve the minutes of the February 15, 2017 meeting of the Historical and Architectural Sites Commission as presented. Motion carried unanimously.

Treasurer's Report

Mr. Tim Dudley stated the beginning balance was \$3,500 and a check was written to Heritage Network for \$10 for the annual membership. Mr. Dudley said this membership puts the Historical and Architectural Sites Commission in the brochure they publish. The ending balance is \$3,490.

Mr. Bob Luther asked if it would be possible to get a copy of the brochure that Heritage Network publishes. Mr. Dudley said he would make sure everyone on the Commission gets one.

New Business

None

Old Business

None

Other Business

Old House Workshop - Mr. Dudley stated at the last meeting the Commission talked about the Old House Workshop and he has included a brochure from 2011 in the packet. Mr. Dudley said if the Commission is going to have one we should get started.

Mr. Dudley thought Mr. Jefferson Hunt's idea about having a presentation from a lumber company was an interesting idea.

Mr. Hunt stated he felt a presentation from a HVAC person would be beneficial to homeowners in the historic district. He said possibly bringing in a couple of contractors to talk about the costs of particular projects. Foundations and water drainage are also a couple of ideas along with someone from the City speaking about sewers. Chairman Norris said the HVAC person should definitely be familiar with historic homes so they have some experience with boilers, air handlers and duct work.

Mr. Eric Bramer asked if anyone had the number of people who attended the last workshop. He remembers the numbers being very low. He wondered if it was worth doing or should HASC try something different. Mr. Dudley said he does have the numbers but not on him at the present. He feels the marketing is better now with social media and hopes to get the word out better.

Ms. Richelle Irons said in the past, HASC would do the Preservation Awards one year and the next year do the Old House Workshop. She stated the last time the Commission met it was decided they wanted to do an Old House Workshop. Ms. Irons said she does remember the attendance being very low.

Chairman Norris asked if anyone would like to be the Chairman for the event. Mr. Hunt said he would as long Mr. Dudley would back him up. Mr. Dudley agreed.

Mr. Pat Penhallegon suggested to possibly combine this with the Home and Garden Show since the crowds are already there. Chairman Norris said it is something to consider in the future since the show has already been held for the year.

Mr. Hunt suggested getting on a radio show, meet with the Homebuilders Association and realtors.

Chairman Norris said the Commission should think about setting a date. Mr. Dudley said he liked the idea of co-hosting with another event. Mr. Dudley said he would look to see if something is coming up that HASC could co-host with. Chairman Norris said Illinois Historic Preservation and Landmarks Illinois would be resources to use. There might possibly be a regional event HASC would be able to team up with.

Mr. Bob Luther stated we should consider Farm Progress Show to tie into as some people are in the area two (2) to three (3) weeks before the event.

Mr. John Larcher thinks we are too late in the year already. The event should take place now or in the fall. Mr. Luther asked if we are committed to doing anything this year. Ms. Irons said we are not tied to doing it this year.

Chairman Norris said it might be simpler to do the Preservation Awards this fall and do a Workshop next spring. Ms. Irons said it might work to tie it into the Home and Garden Show next spring.

Mr. Penhallegon asked if there was any carry over from the budget last year. Ms. Irons said there is no carry over in the City budget. Chairman Norris said we might be able to request to carry over funds not spent this year if the Committee was able to present a legitimate expense for the next fiscal year.

Mr. Luther asked what the cost of the Preservation Awards were last year. Ms. Irons said she did not have the figures with her, however, she would get them to the Commission. The cost would vary depending on how many categories, nominations, honorable mentions or winners the Commission decides to have. The Commission also talked about using the seal instead of the glass awards of the past.

Mr. Luther proposed to tie into the Home and Garden Show in the spring of 2018 for the Old House Workshop and have the Preservations Awards in the fall of 2017. Everyone was in agreement.

Monarch Butterfly Letter – Mr. Dudley stated at the last meeting it was brought up that a Senator was trying to get rid of state symbols. Mr. Dudley wanted to know if the Commission wanted to send out letters to the local leaders.

Mr. Larcher asked if anyone knew the status of the bill. Mr. Dudley said it is still in the reading process.

Chairman Norris asked Ms. Louise Haun if she would draft the letter and bring it to the next meeting. Ms. Haun said she would. Ms. Haun has already spoke with Sue Scherer and Bill Mitchell and both are against this.

Mr. Dudley reminded the Commission members if they have any questions or ideas they would like to share with him to email or call him.

Ms. Irons stated that many of the Commissioner's terms will expire on May 1, 2017. There are some open seats that need to be filled so if anyone knows of anyone interested in serving on the Commission to let Mr. Dudley know.

There being no further business, it was moved and seconded (Larcher/Hunt) to adjourn the meeting. Motion carried unanimously. Chairman Hank Norris declared the meeting adjourned at 4:39 P.M.

MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS

Thursday, October 12, 2017, 4:00 P.M.
City Council Chamber, Decatur Civic Center

The October 12, 2017 meeting of the Decatur Zoning Board of Appeals was called to order at 4:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Barry Goodman who determined a quorum was present.

Members Present: Erv Arends, Kim Aukamp, Tom Brinkoetter, Julie Gahwiler,
 Chris Harrison, Eileen Milligan, Barry Goodman

Members Absent: None

Staff Present: Ray Lai, Suzy Stickle, Joselyn Stewart, Tim Dudley,
 Randy Johnner, Amy Waks, Janet Poland

It was moved and seconded (Gahwiler/Brinkoetter) to approve the minutes of the June 8, 2017 meeting of the Zoning Board of Appeals. Motion carried with Kim Aukamp abstaining from the vote.

New Business

Cal. No. 17-03	Petition of WILLIE AND ROSALIND RICKS, for a variance in the provisions of the Zoning Ordinance to reduce the front yard setback from 25 feet to 21 feet and to reduce the distance between structures from eight (8) feet to seven (7) feet to allow for the construction of a detached garage at 1503 EAST DIVISION STREET.
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Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle read the recommendation of staff:

The subject site contains a single family residence and an attached garage on an approximately 4,400 square foot lot. This is a non-conforming lot as 6,000 square feet is the required minimum lot size in the R-3 District.

The petitioner is requesting variation from the provisions of the Zoning Ordinance to be allowed to construct a detached garage. The proposed 400 square foot (20' x 20') garage is proposed to be located 21 feet instead of the required 25 feet from the west property line and seven (7) feet instead of the required eight (8) feet from the primary residence (main structure). The proposed garage will maintain the required three (3) feet from the rear and side property lines for a detached accessory structure. The existing garage and breezeway will be demolished prior to the proposed garage being constructed.

The Zoning Board of Appeals can grant variances when it will not create a safety hazard; will not be detrimental to the overall health, safety or welfare of the neighborhood or to the City as a whole; and the variance is found to be in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

Granting a variance for the construction of a detached garage should not alter the essential character of the locality. There has been an existing garage on the subject site for several years. This particular area is an older part of town with small non-conforming lot sizes like the subject site, making it difficult to comply with the requirements of the Zoning Ordinance. The proposed detached garage should not impair the adequate supply of light and air to adjacent properties; it should not increase congestion of the area or endanger public safety; and the request is in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

Staff recommends approval of the petition

The Zoning Board can approve the variance request as presented, deny the variance request or modify the request as appropriate.

Mr. Gary Workman, representative, was sworn in by Mrs. Poland.

Mr. Workman stated the existing garage will be demolished and a new 20' x 20' garage, which is a little larger, will be constructed in the same location.

There were no questions and no objectors present.

It was moved and seconded (Gahwiler/Milligan) to approve Cal. No. 17-03 as presented by staff. Motion carried unanimously.

Cal. No. 17-04

Petition of MIKE VAN NATTA, for a variance in the provisions of the Zoning Ordinance to allow for the construction of an accessory structure larger than the main structure at 2050 WEST ROCK SPRINGS ROAD

Ms. Stickle read the recommendation of staff:

The subject site is located at 2050 West Rock Springs Road and currently has a 1,200 square foot single-family residential structure and four (4) accessory structures with a total square footage of 1,080 square feet. The subject site consists of approximately 1.8 acres.

The combined square footage of all accessory structures cannot exceed the ground floor square footage of the primary residence (main structure).

The petitioner is requesting variation from the provisions of the Zoning Ordinance to allow for construction of an accessory structure which, when combined with other accessory structures, will be larger than the primary residence (main structure). The proposed accessory structure is 648 square feet, replacing a 160 square foot old barn, and will be located approximately 90 feet north of the detached garage.

The petitioner is requesting the variance to allow for the 648 square foot accessory structure to store lawn and garden equipment for maintenance of his property.

The combined square footage of all resulting accessory structures with the proposed 648 square foot structure will bring the total to 1,568 square feet which is approximately 30.6 percent larger the square footage of the primary residence (main structure).

The Zoning Board of Appeals can grant variances when it will not create a safety hazard; will not be detrimental to the overall health, safety or welfare of the neighborhood or to the City as a whole; and the variance is found to be in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

Granting a variance for the construction of a 648 square foot accessory structure, replacing a 160 square foot old barn, should not alter the essential character of the locality. The structure should not impair the adequate supply of light and air to adjacent properties; it should not increase congestion of the area or endanger public safety; and the request is in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

Staff recommends approval of the petition with the following condition:

1. The 160 square foot old barn shall be demolished.

The Zoning Board can approve the variance request as presented, deny the variance request or modify the request as appropriate.

Mr. Mike Van Natta, petitioner, was sworn in by Mrs. Poland.

Mr. Van Natta said he has acquired additional land in the last couple of years and is looking for adequate space to store his tractors and lawn equipment.

Mr. Chris Harrison asked if Mr. Van Natta was in agreement with the existing 10' x 16' building being demolished. Mr. Van Natta requested that he be allowed to tear down the building after the new building is finished, allowing him to store his equipment in it while the new building is being constructed. Ms. Stickle said that staff has no objections to Mr. Van Natta's request.

There were no objectors present.

It was moved and seconded (Harrison/Aukamp) to approve Cal. No. 17-04 as presented by staff. Motion carried unanimously.

Ms. Stickle stated there will not be a Zoning Board meeting next month.

Ms. Stickle introduced Mr. Ray Lai, Economic and Community Development Director.

There being no further business, it was moved and seconded (Harrison/Gahwiler) to adjourn the meeting. Motion carried unanimously. Chairman Goodman declared the meeting adjourned at 4:10 P.M.

Economic & Community Development

DATE: 2/5/2018

MEMO: No. 18-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Raymond Lai, AICP, Director of Economic and Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT:
Subrecipient Agreement for Adult Education Training Program-Project READ

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached subrecipient agreement with Richland Community College as fiscal agent for Project READ for Adult Education Training-related activities. The recommended amount allocated is \$50,000 which is from the City of Decatur's Community Development Block Grant (CDBG) fund as provided by the U.S. Department of Housing and Urban Development. The agreement expires on February 16, 2019. Activities include but are not limited to: recruitment/outreach, tutoring, marketing, program materials and more.

BACKGROUND:

The Neighborhood Services Division issued a Request for Proposal (RFP). Five (5) agencies responded. All were evaluated and scored by City staff and funding was recommended for two (2) agencies. A copy of the agreement is attached for your information.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Additional questions can be forwarded to Richelle D. Irons at 424.2864 or Rirons@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

Funding is allocated from the CDBG and is part of the FY2017-18 budget which was approved by City Council.

ATTACHMENTS:

Description

Resolution

Agreement

Type

Resolution Letter

Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT
FY 2017-2018**

ADULT EDUCATION TRAINING PROGRAM-PROJECT READ

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

Section 1. That the Community Development Block Grant(CDBG) Subrecipient Agreement for the FY 2017/2018, between the City of Decatur Illinois, and Richland Community College, as fiscal agent for Project READ for Adult Education Training related activities be, and the same is hereby, received, placed on file and approved.

Section 2. That the Director of Economic and Community Development is hereby, authorized and directed to sign said Agreement on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 5th day of February, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CITY OF DECATUR
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

This Community Development Block Grant Sub-recipient Agreement (the "AGREEMENT") is made on this 5th day of February 2018, by and between the **City of Decatur**, an Illinois Municipal Corporation (hereinafter "CITY") and **Richland Community College as fiscal agent for Project READ** (hereinafter "SUBRECIPIENT").

WHEREAS, the Grantee has applied for and received funds from the United States Government the U.S. Department of Housing and Urban Development ("HUD") under Title 24 of the Code of Federal Regulations, Part 570 and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds in accordance with HUD guidelines and Federal regulations;

NOW, THEREFORE, it is agreed between the parties hereto that;

AGREEMENT

- I. **APPENDICES TO AGREEMENT:** All Appendices (A through D) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.
- II. **WORK TO BE PERFORMED BY SUBRECIPIENT:** In exchange for receiving CDBG grant funds from the CITY for the **Adult Education Training Program** (hereinafter "Program"), the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Program goals, including (1) the number of people to be served (2) the number of program participants who are expected to be Decatur residents, and (3) the number of program participants who shall meet HUD's definition of low or moderate-income persons, and outcome measures. SUBRECIPIENT agrees to expend the total amount of CDBG funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the Program budget in Appendix B.

III. **GENERAL COMPLIANCE WITH APPLICABLE LAWS:** SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG) and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements.

SUBRECIPIENT also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY'S CDBG program by HUD. SUBRECIPIENT understands that changes issued to the CITY'S CDBG program by HUD may materially alter the terms of this Agreement. The CITY will distribute any amendments to the CDBG programs within thirty (30) days and SUBRECIPIENT must acknowledge the receipt.

SUBRECIPIENT acknowledges and affirms that the SUBRECIPIENT has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300-200.303. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY'S Manager of Neighborhood Services, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT'S program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference, and will be provided to the SUBRECIPIENT. Organizational capacity shall be demonstrated by various methods, including but not limited to:

- Use of OMB-approved standard information collections when providing financial and performance information;
- Financial data is provided for performance accomplishments of the Grant award;
- Cost information shall be distributed to demonstrate cost effective practices;
- Subrecipient shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
- All expenditures shall be accounted for, in compliance with requirements under section 200.302, as is interpreted by the CITY'S Manager of Neighborhood Services.

SUBRECIPIENT agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the SUBRECIPIENT uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the SUBRECIPIENT uses during its normal course of business is more restrictive, those

guidelines shall be used, and a copy of those guidelines shall be provided to SUBRECIPIENT and shall be incorporated into this contract by reference. If the procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement method shall be limited to either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320. The SUBRECIPIENT affirms that, per Federal regulations, SUBRECIPIENT has a Data Universal Number System (DUNS) number, assigned by Dun and Bradstreet, Inc., and will provide proof of this DUNS number to the CITY, prior to the approval of project funding. A cage code should also be obtained. This is provided at SAMs.gov.

- IV. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **February 16th, 2018 and end on February 28, 2019.** A notice to proceed will be provided. Payment of CDBG funds by the CITY to the SUBRECIPIENT shall occur for the eligible services and/or activities performed but the SUBRECIPIENT during the term of this Agreement as long as the SUBRECIPIENT is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including any program income.

- V. **AMOUNT OF APPROPRIATION:** The appropriation of CDBG funds for the Program shall be for an amount not to exceed **Fifty Thousand Dollars (\$50,000.00)**. The SUBRECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and or the CITY. Any new local appropriations shall occur upon approval by the Decatur City Council. SUBRECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

- VI. **INELIGIBLE PROGRAM COSTS:** The SUBRECIPIENT agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for using CDBG funds provided by the CITY. Ineligible direct program costs can be found in Appendix C, which is incorporated into this contract by reference.

- VII. **PAYMENT OF CDBG FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Fifty Thousand Dollars (\$50,000.00)**. Such funds shall be paid to the SUBRECIPIENT according to the schedule in Appendix B. The CITY CANNOT

disperse any grant funds until the Environmental Review is complete and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City, and shall be executed in a timely manner.

- The SUBRECIPIENT understands that this Agreement is for a Public Services Program and the payments shall be made per the schedule in Appendix C.
- The SUBRECIPIENT understands that disbursement will be contingent upon the SUBRECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.
- No disbursement will be made by the CITY unless all required report (including beneficiary, performance, financial, and narrative reports, and source documents for CDBG-funded expenditures) have been submitted and approved by the CITY staff. Payment may be withheld pending receipt and approval of all required documentation.

VIII. **SUSPENSION OR TERMINATION:**

- Suspension or Termination for Cause by CITY: The SUBRECIPIENT understands and agrees that if SUBRECIPIENT materially fails to comply with any or all provisions of this Agreement, the City may in its sole discretion suspend or terminate this Agreement.
 1. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 - b. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the SUBRECIPIENT to the CITY which are late, or incorrect or incomplete in any material respect.
 2. As a result of material non-compliance, the CITY may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

- c. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT's program;
 - d. Withhold further awards for the program; or Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
- Termination for Convenience by CITY or SUBRECIPIENT: Either the CITY or SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the foals indicated in the SUBRECIPIENT's proposal cannot be met. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

- IX. **REGULAR MEETING REQUIREMENT:** SUBRECIPIENT agrees to meet on a regular or as needed basis with the designated staff member of the CITY's Neighborhood Services Division to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUBRECIPIENT agrees to cooperate fully in any monitoring program, including on-site monitoring, developed, implemented or conducted by the CITY or by HUD.
- X. **RECORD REQUIREMENTS:** SUBRECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUBRECIPIENT which pertain to the CDBG-funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.
- I. SUBRECIPIENT shall be required to maintain all required records for a minimum of five (5) years after the SUBRECIPIENT's final audit and program close out by the CITY. SUBRECIPIENT shall establish and maintain a project file that contains the following sections:
1. General project correspondence and related items.
 2. Financial source documentation and associated transactional documentation.
 3. Procurement procedures and associated documents.
 4. Compliance with applicable State and Federal regulations.
 5. Program reports.
 6. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low and moderate income.

7. Personnel actions.
8. Acquisition and disposition of property.

II. The records which, at a minimum, must be maintained are as follows:

1. Financial Records: The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
 - a. Cash receipts Register: For recording of funds received in connection the grant program.
 - b. Cash Disbursements Register: For recording disbursement of funds from the Agency's CDBG account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUBRECIPIENT.
Payroll records: A basic time and activity tracking system shall be maintained to substantiate the services and staff time charged to the project. This should include time sheets documenting each person's total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee.
2. Equipment Records: A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid out of this Grant.) Such equipment records are necessary for HUD recoding requirements. However, SUBRECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.
3. Supply Records: A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding \$200.00. The SUBRECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in compliance with HUD regulations, compliance methods shall be approved by the CITY's Director of Neighborhood Services.
4. Indirect Cost Records: A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefitting more than one cost objective, and are not readily assignable to the cost

objectives specifically benefitted, without effort disproportionate to the results achieved. However, SUBRECIPIENT acknowledges that indirect costs shall not be covered by funds provided by the CITY.

- XI. **REPORTING REQUIREMENTS:** The SUBRECIPIENT agrees to provide the CITY's Neighborhood Services Division with regular reports described below per the schedule in Appendix B, and any other reports which may be required by the CITY's CDBG Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular Such performance measures shall be decided upon by the SUBRECIPIENT and the City's Manager of Neighborhood Services, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT's programs engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference, and will be provided to SUBRECIPIENT.

SUBRECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information. The SUBRECIPIENT shall provide financial data, and its relation to performance accomplishments, of the Federal awards.

SUBRECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

- **REPORTING:** Reports shall be submitted to staff via the Neighborhood Services Division by the SUBRECIPIENT throughout the term of the Program. **See Appendix B for report due dates.** All reports and required attachments may be viewed by members of the Neighborhood Services Division.
 1. The CITY reserves the right to withhold any of the SUBRECIPIENT's scheduled payments until such time as the CITY receives the SUBRECIPIENT's financial progress and performance reports.
 2. Improperly prepared reports will not be accepted. Subsequent Grant payments may be held pending accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the SUBRECIPIENT. In addition, The Neighborhood Services Division may be notified and the CITY may require a meeting with the Executive Board of the SUBRECIPIENT to correct the situation.

3. SUBRECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY's sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUBRECIPIENT.
5. **Reports will be submitted to the Neighborhood Services Division and shall consist of the following:**
 - i. Beneficiary Demographic data: Client statistics (i.e., number of people served, number of Decatur residents served, beneficiary race/ethnicity and incomes) for the report period.
 - ii. Program Accomplishments and Narrative: Indicating progress against program goals as outlines in Appendix A, and additional information in narrative format that elucidates program accomplishments and outlines any unanticipated results.
 - iii. Financial Report: Indicating the budgeted expenses and revenues consistent with the appropriation for the grant Program as shown in Appendix A. and the actual revenues and expenditures for the period covered by the report.
 - iv. Supporting documentation: **All Program expenditures charged to the CDBG Grant shall be supported with source documentation.** Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid with CDBG funds. Other documentation may be required by the CITY to document the amount expended in the report period.

XII. **ANNUAL AUDIT:** The CITY's Neighborhood Services Division requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUBRECIPIENT pertaining to the receipt and use of CDBG funds as required by the Omni Circular. If the SUBRECIPIENT receives federal funds from sources other than the CITY's CDBG program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG funds shall encompass and be limited to the term of this Agreement. SUBRECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUBRECIPIENT and the CITY operate under different fiscal years.

- XIII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT receives funding (full or partial) that is incremental to the Program budget as shown in Appendix A. from any and all sources for the performance of activities outlined under this Agreement. The SUBRECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.
- XIV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUBRECIPIENT shall obtain written permission from the CITY's Manager of Neighborhood Services Division prior to any change in the approved budget or program plans following Omni Circular §200.308 (c) (increase or decrease) of ten percent (10%) of the line item's budget or \$500.00, whichever is less, to any account under the SUBRECIPIENT's line item budget which is attached hereto and identified as Appendix A. In order for the CITY to approve such a request, SUBRECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.
- XV. **NON-DISCRIMINATION:** SUBRECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives financial assistance from or through the CITY.

SUBRECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); 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 Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

SUBRECIPIENT agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program activities.

- XVI. **EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION:** The SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:
- a. A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan. Such plan shall incorporate the following language, pursuant to 41 CR Part 60-1.4(b):

1. The SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the subrecipient/contractor agrees as follows:

1. The Subrecipient/Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, sexual orientation gender identity, or nation origin. The subrecipient/contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisement for employees place by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understand, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 2, 1965 and Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States enter into such litigations to protect the interests of the United States.
 - The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUBRECIPIENT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - The SUBRECIPIENT further agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY's primary responsibility for securing compliance.
 - The application further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause

as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. The names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

XVII. **WORKER'S COMPENSATION:** The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

XVIII. **INDEMNITY:** SUBRECIPIENT hereby assumes liability for and agrees to protect, hold harmless, and indemnify the CITY from its assigns, officers, directors, employees, agents, and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, 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 successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

- a. The use of application for the grant proceeds;
- b. The violation by the SUBRECIPIENT of any of its covenants or agreements under the Agreement;
- c. Any act or failure to act done in connection with the performance or operation of the Program.
- d. Any act or failure to act of any officer, employee, agent, or servant of the SUBRECIPIENT;
- e. 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 the Program.

The CITY agrees to notify the SUBRECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUBRECIPIENT shall promptly accept tender of, defense in connection with any claim or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by SUBRECIPIENT to defend the CITY shall be satisfactory to the CITY; and the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of

notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

The CITY shall not settle or compromise any claim, suit, action, or proceeding in respect of which the SUBRECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph shall survive the termination of the Agreement.

- XIX. **INSURANCE AND BONDING:** SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUBRECIPIENT shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements. Proof of insurance and bonding shall be provided to the City.
- XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this agreement:
- a. SUBRECIPIENT agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
 - b. SUBRECIPIENT agrees that no officer, employee, designee, agent, or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY's CDBG program during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connections with the Project assisted under this Agreement. The SUBRECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the SUBRECIPIENT.
 - c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outline in the Omni Circular § 200.318(c)(1) &(2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award, or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal

benefit from a firm considered for contract. Such officers, employees, or agents of the SUBRECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUBRECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUBRECIPIENT and relationships with a parents company, affiliate, or subsidiary organization. The written standards provided by the SUBRECIPIENT will include disciplinary actions to be applied for violations of such standards.

- d. Copeland “Anti-kickback” Act.- Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG funds shall not be used to pay for the construction, prosecution, completion or repair of buildings the SUBRECIPIENT affirms that by accepting CDBG funds, the SUBRECIPIENT will comply with the Copeland “Anti-Kickback” Act.

XXI. **PROGRAM INCOME:** Program income shall herein be defined as gross income received by the SUBRECIPIENT directly derived or generated from the use of CDBG funds. Program income includes, but is not limited to:

- a. Fees for services performed,
- b. Use or rental of real personal property acquired under Federal awards,
- c. The sale of commodities or items fabricated under a Federal award,
- d. License fees and royalties on patents and copyrights,
- e. And principal and interest on loans made with Federal award money.

SUBRECIPIENT agrees that unless otherwise stated in this section, the SUBRECIPIENT shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.

SUBRECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income except for fees for services which are used as part of the operating budget. However, such exempt fees must be small so as not to prevent participation of Low and Middle Income participants. SUBRECIPIENT will remit all other said income the CITY. Said remittance shall be submitted annually and accompany the Final Report.

SUBRECIPIENT acknowledges that interest earned on advances of Federal funds, rebates, credits and discounts do not count as program income.

All Program income generated by CDBG funded activities is to be returned to the CITY.

XXII. **RETURN OF UNEXPENDED FUNDS:** SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds upon the completion or termination of the Program:

- a. If the work program cannot be completed, or if the SUBRECIPIENT ceases to function as an operating entity, SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds.
- b. Within thirty (30) days after the closing date of this Agreement, the SUBRECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the time period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issues to the SUBRECIPIENT by the CITY. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY's satisfaction.
 - i. If said expenditures and encumbrances are greater than the disbursements made to the SUBRECIPIENT, the CITY will issue a check to the SUBRECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.
 - ii. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUBRECIPIENT. If after withholding any such difference, the expenditure and encumbrances are still less than the disbursements, the SUBRECIPIENT shall promptly pay to the CITY a check for the difference of these sums.
 - iii. Funds paid to the SUBRECIPIENT in excess of the amount to which the SUBRECIPIENT is finally determines to be entitled constitute a debt to the CITY. If not paid as stipulated in the preceding paragraphs, the CITY may take other action permitted by law.
 - iv. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the City Manager or Director of Economic and Community Development can release funds if audit or grant report is not reconciled.

XXIII. **INDEPENDENT CONTRACTOR:** SUBRECIPIENT shall be and act as an independent contractor and not as a partner, joint venture, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. SUBRECIPIENT is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker's Compensations Insurance. SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and all claims, damages, liability, attorney's fees and expenses on account of: (1) a failure or an alleged failure by SUBRECIPIENT to satisfy any such obligations or (2) any other action of inaction of SUBRECIPIENT.

ADDITIONAL REGULATIONS: As a non-governmental entity, SUBRECIPIENT shall comply with the regulations, policies, guidelines, requirements and standards of federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule" (Omni Circular, as specified in this paragraph):

- Subpart B-"General";
- Subpart C- "Pre-Federal Award Requirements and contents of Federal Awards," except for §200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit proposals, 200.205 Federal awarding agency review of risk posed by applicants, and merit of proposals, 200.207 Specific conditions, which are required only for competitive Federal awards,
- Subpart D- "Post Federal Award Requirements Standards for Financial and Program Management." Except for:
 1. Section 200.305 "Payment". The City shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;
 2. Section 200.3066, "Cost Sharing and Matching";
 3. Section 200.307, "Program Income." In lieu of paragraph 200.307, SUBRECIPIENT shall follow CDBG program regulations at 570.504 regarding Program Income;
 4. Section 200.308 "Revision of Budget and Program Plans";
 5. Section 200.311 "Real Property." In lieu of 200.311, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property;
 6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 94.34(g), the following applies:
 - i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - ii. Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;

7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
8. Section 84.52, "Financial Reporting";
9. Section 84.53(b), "Retention and Access Requirements for Records", applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
 - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for award;
10. Section 84.61 "Termination". In lieu of the provision 84.61, SUBRECIPIENT shall comply with 570.503(b)(7) "Suspension and Termination"; and
- Subpart D-"After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

XXIV. **COMPLIANCE WITH FIRST AMENMENT CHURCH/STATE PRINCIPLES:** SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:

- As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:
 1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to personas on the basis of religion;
 2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
- Where the public services provided under paragraph A of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out

the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

XXV. **CERTIFICATION:** To the best of its knowledge or belief, the SUBRECIPIENT certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tires (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXVI. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVII. **SECTION HEADINGS AND SUBHEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not constitute a waiver of such right or provision.

XXVIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether

electronic, oral, or written between the CITY and SUBRECIPIENT with respect to this Agreement.

XXIX. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

- If the CITY, to: Richelle D. Irons
 Neighborhood Services Manager
 City of Decatur
 1 Gary K. Anderson Plaza
 Decatur, IL 62523
 Phone: 217-424-2864, Email: Rirons@decaturil.gov

- If the SUBRECIPIENT, to: Julie Pangrac
 Literacy Program Director
 Project READ
 130 N. Franklin St.
 Decatur, IL 62522
 Phone: 217-423-7323, jpangrac@richland.edu

XXX. **CHANGES TO AGREEMENT:** The City and the SUBRECIPIENT agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement in triplicate and the Effective Date is the date that the Notice to Proceed is finalized.

CITY OF DECATUR:

Raymond Lai, Director
Economic and Community Development

Date

Richland Community College as fiscal agent for Project READ:

Greg Florian, V.P. of Finance and Admin.
(DUNS Number: 082096223)

Date

Julie Pangrac, Literacy Director
Project READ

Date

Appendix A
SUBRECIPIENT Program Budget

Activity	Other Funding sources	CDBG Funding Requested	Total Cost
ADMINISTRATION			
Executive Director	In kind		
Coordinator	In kind		
Admin. Fringes	In kind		
Advertising		\$2,250.00	\$2,250.00
Travel			
Admin. Total	In kind	\$2,250.00	\$2,250.00
Program Implementation			
Educator	\$22,455.00	\$43,245.00	\$65,700.00
Program Coordinator	\$11,370.00		\$11,370.00
Program Materials (books, workbooks)		\$1,000.00	\$2,000.00
Supplies (not equipment, tools, clothing, or other personal items)		\$3,000.00	\$6,000.00
Program Implementation Total:	\$33,825.00	\$35,360.00	\$41,555.00
Subtotal Costs	\$33,825.00	\$50,000.00	\$83,825.00

Appendix B
City of Decatur FY17-18
CDBG Program
Schedule for Reporting

Programs that run throughout the 201 calendar year will submit program and financial reports on a monthly schedule. This includes grant reports and payments. Reports are due by the 10th of each month. Payments are contingent upon completion of the environmental review, execution of the SUBRECIPIENT AGREEMENT, and receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures. Once receipts and documentation are approved, reimbursements can occur. Some dates, expenses, and receipts may occur during an older period, but approved expenses will only be reimbursed once.

Report Due Date	Period Covered
March 15, 2018	February 16 th - March 14 th
April 15, 2018	March 15 th – April 14 th
May 15, 2018	April 15 th – May 14 th
June 15, 2018	May 15 th -June 14 th
July 15, 2018	June 15 th -July 14 th
August 15, 2018	July 15 th – August 14 th
September 15, 2018	August 15 th –September 14 th
October 15, 2018	September 15 th - October 14 th
November 15, 2018	October 15 th –November 14 th
December 15, 2018	November 15 th -December 14 th
January 15, 2019	December 15 th – January 14 th
February 15, 2019	January 15 th –February 15 th
End of the year report	February 16 th –February 28 th

Appendix C
City of Decatur
Community Development Block Grant-Public Services
Program Costs Ineligible for CDBG Funds

The City of Decatur uses Community Development Block Grant (CDBG) funds to support programs and services that provide for the needs of low and moderate income residents as identified in the City's 2015-2019 Consolidated Plan. Direct program costs are general eligible for CDBG funds based on the federal Omni Circular. Some costs, though allowable under federal regulations, are ineligible for reimbursement with the City of Decatur CDBG funds. Please note that some costs may be included in the program budget but will not be paid with CDBG. This list is not all inclusive.

Ineligible Costs include:

- Entertainment costs;
- Alcoholic beverages;
- Fines, penalties, damages, and other settlements;
- Compensation to trustees, board members and their immediate family members;
- Stipends to program participants or clients;
- Staff time and other costs related to applying for CDBG funding;
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants);
- Fund raising costs;
- Equipment and capital expenditures

Eligible Costs that will not be paid with CDBG include:

- Costs relating to the federal Single Audit;
- Indirect cost allocations, whether approved by a federal cognizant agency or the 10% de minimus indirect cost allocation;
- Computers and other electronic devices.

Economic & Community Development

DATE: 2/5/2018

MEMO: No. 18-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Raymond Lai, AICP, Director, Economic and Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT:
Subrecipient Agreement for Adult Education Training Program-Good Samaritan

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached subrecipient agreement with Good Samaritan Inn for Adult Education Training-related activities. The recommended amount is \$38,360 from the City of Decatur's Community Development Block Grant (CDBG) fund as provided by the U.S. Department of Housing and Urban Development. The agreement expires on February 16, 2019. Activities include but are not limited to: recruitment/outreach, job and life skills training, horticulture education, program materials, and more.

BACKGROUND:

The Neighborhood Services Division prepared a Request for Proposal (RFP). Five (5) agencies responded. All were evaluated and scored by City staff and funding was recommended for two (2) of the agencies. A copy of the agreement is attached for your information.

INPUT FROM OTHER SOURCES:

N/A

STAFF REFERENCE: Additional questions can be forwarded to Richelle D. Irons at 424.2864 or Rirons@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

Funding is allocated from CDBG and is part of the FY2017-18 budget which was approved

by City Council.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT
FY 2017-2018**

ADULT EDUCATION TRAINING PROGRAM-GOOD SAMARITAN INN

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

Section 1. That the Community Development Block Grant (CDBG) Subrecipient Agreement for the FY 2017/2018, between the City of Decatur Illinois, and Good Samaritan Inn for Adult Education Training related activities be, and the same is hereby, received, placed on file and approved.

Section 2. That the Director of Economic and Community Development is hereby, authorized and directed to sign said Agreement on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 5th day of February, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CITY OF DECATUR
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

This Community Development Block Grant Sub-recipient Agreement (the "AGREEMENT") is made on this 5th day of February 2018, by and between the **City of Decatur**, an Illinois Municipal Corporation (hereinafter "CITY") and **Good Samaritan Inn** (hereinafter "SUBRECIPIENT").

WHEREAS, the Grantee has applied for and received funds from the United States Government the U.S. Department of Housing and Urban Development ("HUD") under Title 24 of the Code of Federal Regulations, Part 570 and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds in accordance with HUD guidelines and Federal regulations;

NOW, THEREFORE, it is agreed between the parties hereto that;

AGREEMENT

- I. **APPENDICES TO AGREEMENT:** All Appendices (A through C.) attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. SUBRECIPIENT agrees to abide by and follow all terms and conditions as set forth in said Appendices.
- II. **WORK TO BE PERFORMED BY SUBRECIPIENT:** In exchange for receiving CDBG grant funds from the CITY for the **Adult Education Training Program** (hereinafter "Program"), the SUBRECIPIENT shall be responsible for administering the Program in a manner satisfactory to the CITY and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. SUBRECIPIENT commits to the Program goals, including (1) the number of people to be served (2) the number of program participants who are expected to be Decatur residents, and (3) the number of program participants who shall meet HUD's definition of low or moderate-income persons, and outcome measures. SUBRECIPIENT agrees to expend the total amount of CDBG funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement and the Program budget in Appendix A.

GENERAL COMPLIANCE WITH APPLICABLE LAWS: SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG) and 2 CFR Part 200 of Uniform Administrative Requirements, Cost Principles and Audit Requirements.

The SUBRECIPIENT also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

SUBRECIPIENT additionally agrees to comply with any changes issued to the CITY'S CDBG program by HUD. SUBRECIPIENT understands that changes issued to the CITY'S CDBG program by HUD may materially alter the terms of this Agreement. The CITY will distribute any amendments to the CDBG programs within thirty (30) days and SUBRECIPIENT must acknowledge the receipt.

SUBRECIPIENT acknowledges and affirms that the SUBRECIPIENT has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule ("Omni Circular") Subpart D, Sections 200.300-200.303. Such performance measures shall be decided upon by the SUBRECIPIENT and the CITY'S Manager of Neighborhood Services, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT'S program engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference, and will be provided to the SUBRECIPIENT. Organizational capacity shall be demonstrated by various methods, including but not limited to:

- Use of OMB-approved standard information collections when providing financial and performance information;
- Financial data is provided for performance accomplishments of the Grant award;
- Cost information shall be distributed to demonstrate cost effective practices;
- Subrecipient shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
- All expenditures shall be accounted for, in compliance with requirements under section 200.302, as is interpreted by the CITY'S Manager of Neighborhood Services

SUBRECIPIENT agrees to follow either the procurement guidelines set forth in Section 200.320 of the Omni Circular, or the procurement guidelines/standards which the SUBRECIPIENT uses during its normal course of business; whichever of the two guidelines is more restrictive. If the procurement methods that the SUBRECIPIENT uses during its normal course of business is more restrictive, those guidelines shall be used, and a copy of those guidelines shall be provided to SUBRECIPIENT and shall be incorporated into this contract by reference. If the

procurement guidelines set forth in Section 200.320 of the Omni Circular are more restrictive, then the program procurement method shall be limited to either (1) procurement by small purchase procedures, (2) procurement by sealed bids, (3) procurement by competitive proposals, or (4) procurement by noncompetitive proposals, as directed by and outlined in Section 200.320. The SUBRECIPIENT affirms that, per Federal regulations, SUBRECIPIENT has a Data Universal Number System (DUNS) number, assigned by Dun and Bradstreet, Inc., and will provide proof of this DUNS number to the CITY, prior to the approval of project funding. A cage code should also be obtained. This is provided at SAMs.gov.

- III. **LENGTH OF AGREEMENT:** The term of this Agreement shall begin no sooner than **February 16th 2018 and end on February 28, 2019.** A notice to proceed will be provided. Payment of CDBG funds by the CITY to the SUBRECIPIENT shall occur for the eligible services and/or activities performed but the SUBRECIPIENT during the term of this Agreement as long as the SUBRECIPIENT is still performing in accordance with the terms of the Agreement.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including any program income.

- IV. **AMOUNT OF APPROPRIATION:** The appropriation of CDBG funds for the Program shall be for an amount not to exceed **Thirty Eight Thousand Three Hundred Sixty Dollars (\$38,360.00)**. The SUBRECIPIENT understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, HUD, and or the CITY. Any new local appropriations shall occur upon approval by the Decatur City Council. SUBRECIPIENT understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services of the SUBRECIPIENT by the CITY beyond the specific period of this Agreement.

- V. **INELIGIBLE PROGRAM COSTS:** The SUBRECIPIENT agrees that certain direct program costs are ineligible for CDBG funds. Recording requirements prescribed by Congress, HUD, or the CITY may require these costs to be listed within the budget, but these costs will not be paid for using CDBG funds provided by the CITY. Ineligible direct program costs can be found in Appendix C, which is incorporated into this contract by reference.

- VI. **PAYMENT OF CDBG FUNDS TO SUBRECIPIENT:** The CITY agrees to fund the Program in the total amount not to exceed **Thirty Eight Thousand Three Hundred Sixty Dollars (\$38,360.00)**. Such funds shall be paid to the SUBRECIPIENT according to the schedule in Appendix B. The CITY CANNOT disperse any grant funds until the Environmental Review

is complete and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City, and shall be executed in a timely manner.

- The SUBRECIPIENT understands that this Agreement is for a Public Services Program and the payments shall be made per the schedule in Appendix C.
- The SUBRECIPIENT understands that disbursement will be contingent upon the SUBRECIPIENT ensuring compliance with any applicable federal, state, and CITY requirements.
- No disbursement will be made by the CITY unless all required report (including beneficiary, performance, financial, and narrative reports, and source documents for CDBG-funded expenditures) have been submitted and approved by the CITY staff. Payment may be withheld pending receipt and approval of all required documentation.

VII. **SUSPENSION OR TERMINATION:**

- Suspension or Termination for Cause by CITY: The SUBRECIPIENT understands and agrees that if SUBRECIPIENT materially fails to comply with any or all provisions of this Agreement, the City may in its sole discretion suspend or terminate this Agreement.
 1. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 - b. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the SUBRECIPIENT to the CITY which are late, or incorrect or incomplete in any material respect.
 2. As a result of material non-compliance, the CITY may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT. More severe enforcement action may be undertaken by the CITY if the deficiency is not corrected;
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

- c. Wholly or partially suspend or terminate the current award for the SUBRECIPIENT's program;
 - d. Withhold further awards for the program; or Take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
- Termination for Convenience by CITY or SUBRECIPIENT: Either the CITY or SUBRECIPIENT may terminate the award of funds under this Agreement in whole or in part if either determines that the foals indicated in the SUBRECIPIENT's proposal cannot be met. Termination is effected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the CITY in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

IX. **REGULAR MEETING REQUIREMENT:** SUBRECIPIENT agrees to meet on a regular or as needed basis with the designated staff member of the CITY's Neighborhood Services Division to discuss general and/or specific issues of this Agreement and to review the required reports. Furthermore, SUBRECIPIENT agrees to cooperate fully in any monitoring program, including on-site monitoring, developed, implemented or conducted by the CITY or by HUD.

X. **RECORD REQUIREMENTS:** SUBRECIPIENT shall provide the CITY, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers and records of the SUBRECIPIENT which pertain to the CDBG-funded program for the purpose of monitoring, making audits, examinations, excerpts, transcripts and photocopying.

- I. SUBRECIPIENT shall be required to maintain all required records for a minimum of five (5) years after the SUBRECIPIENT's final audit and program close out by the CITY. SUBRECIPIENT shall establish and maintain a project file that contains the following sections:
 - a. General project correspondence and related items.
 - b. Financial source documentation and associated transactional documentation.
 - c. Procurement procedures and associated documents.
 - d. Compliance with applicable State and Federal regulations.
 - e. Program reports.

- f. Documentation of persons benefiting from grant activities, including race/ethnicity and income to substantiate achievement of the CDBG National Objective of benefiting primarily persons of low and moderate income.
- g. Personnel actions.
- h. Acquisition and disposition of property.

II. The records which, at a minimum, must be maintained are as follows:

- I. Financial Records: The SUBRECIPIENT shall, at a minimum, maintain the following records for each grant received under separate agreement from the CITY:
 - a. Cash receipts Register: For recording of funds received in connection the grant program.
 - b. Cash Disbursements Register: For recording disbursement of funds from the Agency's CDBG account(s). All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the program director or other authorized official. In addition, the SUBRECIPIENT agrees to provide the CITY such financial reports and additional source documentation as the CITY may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the SUBRECIPIENT.
Payroll records: A basic time and activity tracking system shall be maintained to substantiate the services and staff time charged to the project. This should include time sheets documenting each person's total time and time charged against the grant; time sheets must be signed by both the employee and authorized supervisor of the employee.
- II. Equipment Records: A record shall be maintained for each item of equipment acquired for the Program. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid out of this Grant.) Such equipment records are necessary for HUD recoding requirements. However, SUBRECIPIENT acknowledges that this recording requirement does not indicate that the CITY will pay for equipment. The CITY does not provide funds for equipment purchases, including information technology systems.
- III. Supply Records: A record shall be maintained for supplies purchased for the Program. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Program, for a cost equal or exceeding \$200.00. The SUBRECIPIENT shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in compliance with HUD regulations, compliance methods shall be approved by the CITY's Director of Neighborhood Services.

IV. Indirect Cost Records: A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefitting more than one cost objective, and are not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. However, SUBRECIPIENT acknowledges that indirect costs shall not be covered by funds provided by the CITY.

XI. **REPORTING REQUIREMENTS**: The SUBRECIPIENT agrees to provide the CITY's Neighborhood Services Division with regular reports described below per the schedule in Appendix B, and any other reports which may be required by the CITY's CDBG Program for compliance under this Agreement. This includes reporting on performance measures, as outlined in §200.301 of the Omni Circular Such performance measures shall be decided upon by the SUBRECIPIENT and the City's Manager of Neighborhood Services, based on the requirements outlined by HUD for the category of eligible activities that the SUBRECIPIENT's programs engages in. These categories have been described within HUD's "Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities," and the Guide shall be incorporated hereto by reference, and will be provided to SUBRECIPIENT.

SUBRECIPIENT shall use OMB-approved information collection standards, when providing financial and performance information. The SUBRECIPIENT shall provide financial data, and its relation to performance accomplishments, of the Federal awards.

SUBRECIPIENT agrees to provide the CITY with documents pertaining to: (1) procedures; (2) copies of all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement; and (3) (if applicable) regularly updated schedule of program activities.

- **REPORTING**: Reports shall be submitted to staff via the Neighborhood Services Division by the SUBRECIPIENT throughout the term of the Program. **See Appendix B for report due dates.** All reports and required attachments may be viewed by members of the Neighborhood Services Division.
 1. The CITY reserves the right to withhold any of the SUBRECIPIENT's scheduled payments until such time as the CITY receives the SUBRECIPIENT's financial progress and performance reports.
 2. Improperly prepared reports will not be accepted. Subsequent Grant payments may be held pending accurate information together with any required source documentation. Upon receipt of improperly prepared or erroneous reports, field audit procedures may be initiated to evaluate the financial management, control and record keeping procedures utilized by the SUBRECIPIENT. In addition, The Neighborhood Services

Division may be notified and the CITY may require a meeting with the Executive Board of the SUBRECIPIENT to correct the situation.

3. SUBRECIPIENT understands that a pattern of late, improper, or erroneous reporting could be grounds for termination of this Agreement at the CITY's sole discretion.
4. The CITY reserves the right to make appropriate adjustments for any funds previously paid out by the CITY but unexpended by the SUBRECIPIENT.
5. **Reports will be submitted to the Neighborhood Services Division and shall consist of the following:**
 - i. Beneficiary Demographic data: Client statistics (i.e., number of people served, number of Decatur residents served, beneficiary race/ethnicity and incomes) for the report period.
 - ii. Program Accomplishments and Narrative: Indicating progress against program goals as outlines in Appendix A, and additional information in narrative format that elucidates program accomplishments and outlines any unanticipated results.
 - iii. Financial Report: Indicating the budgeted expenses and revenues consistent with the appropriation for the grant Program as shown in Appendix A. and the actual revenues and expenditures for the period covered by the report.
 - iv. Supporting documentation: **All Program expenditures charged to the CDBG Grant shall be supported with source documentation.** Documentation may include copies of paid invoices, receipts, and time sheets signed by each employee and supervisor paid with CDBG funds. Other documentation may be required by the CITY to document the amount expended in the report period.

- XII. **ANNUAL AUDIT:** The CITY's Neighborhood Services Division requires that all SUBRECIPIENTS prepare and submit to the CITY an audit of the financial records of the SUBRECIPIENT pertaining to the receipt and use of CDBG funds as required by the Omni Circular. If the SUBRECIPIENT receives federal funds from sources other than the CITY's CDBG program, a combined single audit is permissible, provided said audit clearly identifies the amount of CITY CDBG funds received, the amount expended and encumbered, and the purposes of the expenditures. The CITY shall have the right to review and modify the scope of said audit. Said audit of CDBG funds shall encompass and be limited to the term of this Agreement. SUBRECIPIENT is responsible for clearly identifying and accounting for funds received and expended during separate program years; that is, an individual audit must distinguish expenditures and encumbrances made against funds received under separate Grant Agreements, particularly if the SUBRECIPIENT and the CITY operate under different fiscal years.

- XIII. **ALTERNATIVE FUNDING REPORTING REQUIREMENT:** SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT receives funding (full or partial) that is incremental to the Program budget as shown in Appendix A from any and all sources for the performance of activities outlined under this Agreement. The SUBRECIPIENT further understands that the amount granted by the CITY may be reduced by the amount of such alternative funding.
- XIV. **REVISION OF BUDGET AND PROGRAM PLANS:** The SUBRECIPIENT shall obtain written permission from the CITY's Manager of Neighborhood Services Division prior to any change in the approved budget or program plans following Omni Circular §200.308 (c) (increase or decrease) of ten percent (10%) of the line item's budget or \$500.00, whichever is less, to any account under the SUBRECIPIENT's line item budget which is attached hereto and identified as Appendix A. In order for the CITY to approve such a request, SUBRECIPIENT's written request shall contain, at a minimum: (1) the reason and justification for the change; (2) the amounts to be changed; and (3) a description of which line items are affected. Changes made without the CITY's prior approval may result in non-reimbursement of expenditures from those affected line items.
- XV. **NON-DISCRIMINATION:** SUBRECIPIENT agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives financial assistance from or through the CITY. SUBRECIPIENT agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); 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 Americans with Disabilities Act of 1990, as amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended. SUBRECIPIENT agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding Program activities.
- XVI. **EQUAL OPPORTUNITY POLICY/AFFIRMATIVE ACTION PLAN/CURRENT POLICY SETTING BODY INFORMATION:** The SUBRECIPIENT shall ensure the following documents have been provided to CITY staff:
- a. A copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan. Such plan shall incorporate the following language, pursuant to 41 CR Part 60-1.4(b):
 1. The SUBRECIPIENT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the

regulations of the Secretary of Labor 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the subrecipient/contractor agrees as follows:

1. The Subrecipient/Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, sexual orientation gender identity, or nation origin. The subrecipient/contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisement for employees place by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understand, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 2, 1965 and Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the

contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States enter into such litigations to protect the interests of the United States.
 - The SUBRECIPIENT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the SUBRECIPIENT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - The SUBRECIPIENT further agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the CITY in the discharge of the CITY's primary responsibility for securing compliance.
 - The application further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if

it fails or refuses to comply with these undertakings, the CITY may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. The names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.

XVII. **WORKER'S COMPENSATION:** The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

XVIII. **INDEMNITY:** SUBRECIPIENT hereby assumes liability for and agrees to protect, hold harmless, and indemnify the CITY from its assigns, officers, directors, employees, agents, and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, 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 successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:

- a. The use of application for the grant proceeds;
- b. The violation by the SUBRECIPIENT of any of its covenants or agreements under the Agreement;
- c. Any act or failure to act done in connection with the performance or operation of the Program.
- d. Any act or failure to act of any officer, employee, agent, or servant of the SUBRECIPIENT;
- e. 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 the Program.

The CITY agrees to notify the SUBRECIPIENT in writing of any claim or liability which the CITY believes to be covered under this paragraph. The CITY shall tender, and SUBRECIPIENT shall promptly accept tender of, defense in connection with any claim or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by SUBRECIPIENT to defend the CITY shall be satisfactory to the CITY; and the CITY shall be kept fully informed of the status of the proceeding. In the event that the SUBRECIPIENT, within ten (10) days after receipt of notice from the CITY of a claim or liability which the CITY believes to be covered under this paragraph, fails to advise the CITY in writing that the SUBRECIPIENT agrees that the CITY is entitled to indemnification under this paragraph based on the

claim or liability, the CITY, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection with such claim or liability.

The CITY shall not settle or compromise any claim, suit, action, or proceeding in respect of which the SUBRECIPIENT has agreed in writing that the CITY is entitled to indemnification under this paragraph shall survive the termination of the Agreement.

- XIX. **INSURANCE AND BONDING:** SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. SUBRECIPIENT shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements. Proof of insurance and bonding shall be provided to the City.
- XX. **NON-PARTICIPATION BY CERTAIN PERSONS:** SUBRECIPIENT agrees to exclude the following persons from participation in any aspect of this agreement:
- a. SUBRECIPIENT agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
 - b. SUBRECIPIENT agrees that no officer, employee, designee, agent, or consultant of the CITY or the SUBRECIPIENT or member of the governing body of the CITY who exercises any functions or responsibilities with respect to the CITY's CDBG program during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connections with the Project assisted under this Agreement. The SUBRECIPIENT shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the SUBRECIPIENT.
 - c. SUBRECIPIENT further agrees to maintain written standards of conduct covering conflicts of interest, as outline in the Omni Circular § 200.318(c)(1) &(2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award, or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employs such a person or is about to employ such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for contract. Such officers, employees, or agents of the SUBRECIPIENT may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way

influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the SUBRECIPIENT may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the SUBRECIPIENT and relationships with a parents company, affiliate, or subsidiary organization. The written standards provided by the SUBRECIPIENT will include disciplinary actions to be applied for violations of such standards.

- d. Copeland "Anti-kickback" Act.- Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG funds shall not be used to pay for the construction, prosecution, completion or repair of buildings the SUBRECIPIENT affirms that by accepting CDBG funds, the SUBRECIPIENT will comply with the Copeland "Anti-Kickback" Act.

XXI. **PROGRAM INCOME:** Program income shall herein be defined as gross income received by the SUBRECIPIENT directly derived or generated from the use of CDBG funds. Program income includes, but is not limited to:

- a. Fees for services performed,
- b. Use or rental of real personal property acquired under Federal awards,
- c. The sale of commodities or items fabricated under a Federal award,
- d. License fees and royalties on patents and copyrights,
- e. And principal and interest on loans made with Federal award money.

SUBRECIPIENT agrees that unless otherwise stated in this section, the SUBRECIPIENT shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.

SUBRECIPIENT understands and agrees that all program income shall be the property of the CITY, which shall have the exclusive right to determine the use and disposition of said income except for fees for services which are used as part of the operating budget. However, such exempt fees must be small so as not to prevent participation of Low and Middle Income participants. SUBRECIPIENT will remit all other said income the CITY. Said remittance shall be submitted annually and accompany the Final Report.

SUBRECIPIENT acknowledges that interest earned on advances of Federal funds, rebates, credits and discounts do not count as program income.

All Program income generated by CDBG funded activities is to be returned to the CITY.

XXII. **RETURN OF UNEXPENDED FUNDS:** SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds upon the completion or termination of the Program:

- a. If the work program cannot be completed, or if the SUBRECIPIENT ceases to function as an operating entity, SUBRECIPIENT agrees to return to the CITY any and all unexpended and/or encumbered grant funds.
- b. Within thirty (30) days after the closing date of this Agreement, the SUBRECIPIENT shall submit to the CITY expenditure reports and documentation of all expenses or encumbrances during the time period covered by this Agreement. The CITY will then compare these expenditures with the amount of disbursements issues to the SUBRECIPIENT by the CITY. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the CITY's satisfaction.
 - i. If said expenditures and encumbrances are greater than the disbursements made to the SUBRECIPIENT, the CITY will issue a check to the SUBRECIPIENT for an amount equal to this difference, up to the amount of the authorized grant set forth in this Agreement.
 - ii. If said expenditures and encumbrances are less than the disbursements, the CITY shall withhold the difference from any final payment to the SUBRECIPIENT. If after withholding any such difference, the expenditure and encumbrances are still less than the disbursements, the SUBRECIPIENT shall promptly pay to the CITY a check for the difference of these sums.
 - iii. Funds paid to the SUBRECIPIENT in excess of the amount to which the SUBRECIPIENT is finally determines to be entitled constitute a debt to the CITY. If not paid as stipulated in the preceding paragraphs, the CITY may take other action permitted by law.
 - iv. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG expenditures within thirty (30) days of the submission of audit to the CITY. Subsequent grant payments or awards will be withheld until audit or grant report is completed for the current year. Only the City Manager or Director of Economic and Community Development can release funds if audit or grant report is not reconciled.

XXIII. **INDEPENDENT CONTRACTOR:** SUBRECIPIENT shall be and act as an independent contractor and not as a partner, joint venture, or agent of the CITY and shall not bind nor attempt to bind CITY to any contract. SUBRECIPIENT is an independent contractor and is solely responsible for

all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Worker's Compensations Insurance. SUBRECIPIENT agrees to defend, indemnify and hold the CITY harmless from any and all claims, damages, liability, attorney's fees and expenses on account of: (1) a failure or an alleged failure by SUBRECIPIENT to satisfy any such obligations or (2) any other action of inaction of SUBRECIPIENT.

ADDITIONAL REGULATIONS: As a non-governmental entity, SUBRECIPIENT shall comply with the regulations, policies, guidelines, requirements and standards of federal OMB 2 CFR Chapter I, Chapter II, Part 200, et al, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards; Final Rule" (Omni Circular, as specified in this paragraph):

- Subpart B-"General";
- Subpart C- "Pre-Federal Award Requirements and contents of Federal Awards," except for §200.203 Notices of funding opportunities, 200.204 Federal awarding agency review of merit proposals, 200.205 Federal awarding agency review of risk posed by applicants, and merit of proposals, 200.207 Specific conditions, which are required only for competitive Federal awards,
- Subpart D- "Post Federal Award Requirements Standards for Financial and Program Management." Except for:
 1. Section 200.305 "Payment". The City shall follow the standards of paragraph 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENT;
 2. Section 200.3066, "Cost Sharing and Matching";
 3. Section 200.307, "Program Income." In lieu of paragraph 200.307, SUBRECIPIENT shall follow CDBG program regulations at 570.504 regarding Program Income;
 4. Section 200.308 "Revision of Budget and Program Plans";
 5. Section 200.311 "Real Property." In lieu of 200.311, CDBG SUBRECIPIENT shall follow CDBG program regulations at 570.505, Use of Real Property;
 6. Section 84.34(g) "Equipment." In lieu of the disposition provisions of paragraph 94.34(g), the following applies:
 - i. In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - ii. Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the CITY for the CDBG program or shall be retained after compensating the recipient;
 7. Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring the Reporting Program Performance";
 8. Section 84.52, "Financial Reporting";

9. Section 84.53(b), "Retention and Access Requirements for Records", applies with the following exceptions:
 - i. The retention period referenced in paragraph 84.53(b) pertaining to individual CDBG activities shall be five years following grant close out; and
 - ii. The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for award;
10. Section 84.61 "Termination". In lieu of the provision 84.61, SUBRECIPIENT shall comply with 570.503(b)(7) "Suspension and Termination"; and
- Subpart D-"After-the Award Requirements", except for paragraph 84.71, "Closeout Procedures."

XXIV. **COMPLIANCE WITH FIRST AMENDMENT CHURCH/STATE PRINCIPLES:** SUBRECIPIENT agrees to comply with the First Amendment Church/State Principles which state that CDBG funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:

- As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the CITY that, in connection with the provision of such services:
 1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
- Where the public services provided under paragraph A of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

XXV. **CERTIFICATION:** To the best of its knowledge or belief, the SUBRECIPIENT certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose accordingly; and
- This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXVI. **SEVERABILITY:** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVII. **SECTION HEADINGS AND SUBHEADINGS:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not constitute a waiver of such right or provision.

XXVIII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and SUBRECIPIENT with respect to this Agreement.

XXIX. **NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a convenience to the parties, and not a substitute for personal or mailed delivery.

- If the CITY, to: Richelle D. Irons
Neighborhood Services Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217-424-2864, Email: Rirons@decaturil.gov
- If the SUBRECIPIENT, to: Stacey Brohard
Executive Director
Good Samaritan Inn
920 N. Union St.
Decatur, IL 62522
Phone: 217-429-1455, 217-791-0659

XXX. **CHANGES TO AGREEMENT:** The City and the SUBRECIPIENT agree that any and all alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement.

IN WITNESS, WHEREOF, the parties have executed this Agreement in triplicate and the Effective Date is the date that the Notice to Proceed is finalized.

CITY OF DECATUR:

Raymond Lai, Director
Economic & Community Development

Date

GOOD SAMARITAN INN:

Stacey Brohard, Executive Director
(DUNS Number: 168544526)

Date

Appendix A
SUBRECIPIENT Program Budget

Activity	Other Funding sources	CDBG Funding Requested	Total Cost
ADMINISTRATION			
Executive Director			
Coordinator			
Admin. Fringes			
Advertising			
Travel		\$3,000.00	\$3,000.00
Admin. Total		\$3,000.00	\$3,000.00
Program Implementation			
Educator	\$1,478.00	\$21,120.00	\$22,598.00
Program Coordinator	\$717.00	\$10,240.00	\$10,957.00
Program Materials (books, workbooks)	\$1,000.00	\$1,000.00	\$2,000.00
Supplies (not equipment, tools, clothing, or other personal items)	\$3,000.00	\$3,000.00	\$6,000.00
Program Implementation Total:	\$6,195.00	\$35,360.00	\$41,555.00
Subtotal Costs	\$6,195.00	\$38,360.00	\$44,555.00

Appendix B
City of Decatur FY17-18
CDBG Program
Schedule for Reporting

Programs that run throughout the 201 calendar year will submit program and financial reports on a monthly schedule. This includes grant reports and payments. Reports are due by the 10th of each month. Payments are contingent upon completion of the environmental review, execution of the SUBRECIPIENT AGREEMENT, and receipt of program and financial reports, as well as source documents that substantiate CDBG-funded expenditures. Once receipts and documentation are approved, reimbursements can occur. Some dates, expenses, and receipts may occur during an older period, but approved expenses will only be reimbursed once.

Report Due Date	Period Covered
March 15, 2018	February 16 th - March 14 th
April 15, 2018	March 15 th – April 14 th
May 15, 2018	April 15 th – May 14 th
June 15, 2018	May 15 th -June 14 th
July 15, 2018	June 15 th -July 14 th
August 15, 2018	July 15 th – August 14 th
September 15, 2018	August 15 th –September 14 th
October 15, 2018	September 15 th - October 14 th
November 15, 2018	October 15 th –November 14 th
December 15, 2018	November 15 th -December 14 th
January 15, 2019	December 15 th – January 14 th
February 15, 2019	January 15 th –February 15 th
End of the year report	February 16 th –February 28 th

Appendix C
City of Decatur
Community Development Block Grant-Public Services
Program Costs Ineligible for CDBG Funds

The City of Decatur uses Community Development Block Grant (CDBG) funds to support programs and services that provide for the needs of low and moderate income residents as identified in the City's 2015-2019 Consolidated Plan. Direct program costs are general eligible for CDBG funds based on the federal Omni Circular. Some costs, though allowable under federal regulations, are ineligible for reimbursement with the City of Decatur CDBG funds. Please note that some costs may be included in the program budget but will not be paid with CDBG. This list is not all inclusive.

Ineligible Costs include:

- Entertainment costs;
- Alcoholic beverages;
- Fines, penalties, damages, and other settlements;
- Compensation to trustees, board members and their immediate family members;
- Stipends to program participants or clients;
- Staff time and other costs related to applying for CDBG funding;
- Advertising and public relations costs (this does not include informational materials such as program flyers used for program outreach/recruitment of eligible participants);
- Fund raising costs;
- Equipment and capital expenditures

Eligible Costs that will not be paid with CDBG include:

- Costs relating to the federal Single Audit;
- Indirect cost allocations, whether approved by a federal cognizant agency or the 10% de minimus indirect cost allocation;
- Computers and other electronic devices.

ATTACHMENTS:

Description	Type
City of Decatur Lake Decatur Watershed Protection Program 4th Quarter Report	Backup Material

TO: Honorable Mayor, Julie Moore Wolfe
FROM: Cassandra Wilcoxon, SWCD
DATE: January 8, 2018
SUBJECT: 4th Quarter Report
PERIOD: October 1, 2017 – December 31, 2017

City of Decatur Lake Decatur Watershed Protection Program



Better Reflections through Soil Conservation

CC: Councilman Bill Faber
Councilman David Horn
Councilman Chuck Kuhle
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilwoman Dana Ray
Mr. Tim Gleason, City Manager
Mr. Matt Newell, Interim Public Works Director
Mr. Keith Alexander, Water Production Manager

Macon County Soil and Water Conservation District October 1, 2017 – December 31, 2017 4th Quarter Report on the Lake Decatur Watershed Protection Program

Change in District Staff:

Cassandra Wilcoxon began as the Watershed Specialist on November 6, 2017.

Watershed Conservation Cost-Share Projects

Projects built and/or paid for this quarter:

- 2 waterways and 1 structure in Piatt County
- 1 waterway across 2 landowners in Piatt County
- 1 streambank stabilization project in Mount Zion Township
- 1 terrace system in Piatt County
- 1 waterway in Friends Creek East Township-permanent seeding needed

The following projects have been approved for funding, and are awaiting implementation:

- 1 waterway and structures in Friends Creek East Township
- 1 waterway in Long Creek East Township
- 1 waterway in Long Creek East Township
- 1 structure in Mount Zion Township
- 1 sediment basins in Macon County
- 1 waterway in Piatt County
- 1 urban stream stabilization project in Piatt County

Interest in the program remains strong; all funds for BMP Implementation in FY17 were allocated at our May board meeting. With strong coordination, information, and education with the Piatt County SWCD and both NRCS offices, the LDWP is well known by producers in the watershed.

Watershed Activities

MS4 Agreement:

The City of Decatur, the Villages of Forsyth and Mt. Zion, and Macon County joined together and signed a Memorandum of Understanding (MOU) with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding Best Management Practices (BMPs) and construction site inspections for the Land Disturbance Permit program. This quarter, 6 land disturbance permits were taken out, 1 for a site in the Lake's watershed.

Technical Assistance:

The Watershed Staff is available to answer erosion and flooding complaints in the City of Decatur and the watershed. In the past quarter, staff fielded 5 requests for assistance. Questions ranged from design and guidance on sediment basins to surface drainage issues. The developer and homeowners in Country Club Harbor Estates requested assistance to develop an alternative

solution to the silting in of their harbor. The previously designed practice to address the issue was not approved by all homeowners, thus did not go forward.

Illinois EPA (IEPA) Construction Site Inspection Program:

Currently, there are **14** open IEPA construction sites, **4** within the Lake Decatur Watershed in Macon County. The SWCD provides educational assistance to the site owners, making sure erosion and sediment controls are up and functional at each site.

Grants

USDA's Regional Conservation Partnership Program:

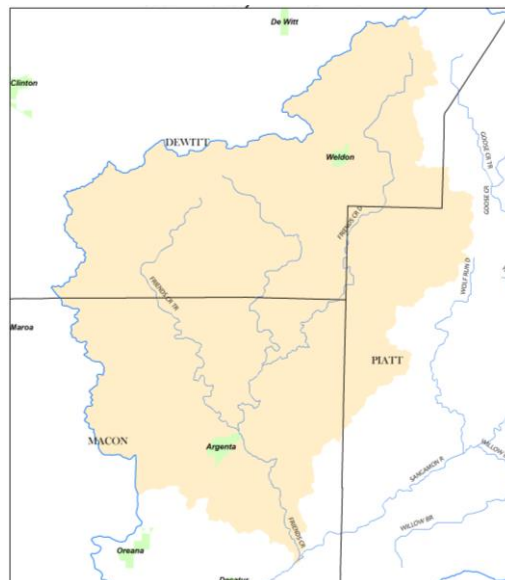
On January 15, 2015, the USDA awarded Macon County **\$500,000** of NRCS funding for “BMP Implementation for Nutrient and Sediment Loss Reduction in Macon County, Illinois,” for **conservation in the Sangamon River Watershed through 2019**. For FY17, ending in December, \$116,771.00 was allocated to farmers. Applications are currently being accepted for FY18.

IEPA 319 Grant: Friends Creek Watershed Planning

Over the next two years, SWCD staff will work with stakeholders to develop a watershed-based plan for Friends Creek, a sub-watershed of Lake Decatur. IEPA funds will be used to assist in the planning process, wherein stakeholders will be engaged to develop priorities, locate potential sites for improvement, and model what effects implementing said practices would have in the watershed and Lake Decatur.

Having an approved watershed-based plan will increase the likelihood of receiving future federal funds to implement practices noted in the plan.

Work has begun! A stakeholder meeting was held on November 16, 2017 at 6 p.m. at the Argenta Village Hall to discuss watershed management plans and discuss the current status of the project. This winter, many organizations will complete inventories of the watershed to assess current status of land use, riparian health, and current pollutant loading estimates. The next stakeholder meeting is scheduled for February 28th at the Weldon Village Hall at 6pm. Wayne Kinney of Midwest Streams is the guest speaker highlighting results of his streambank surveys.



Public Education Programs

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. In addition to the watershed staff itself, board members and SWCD staff provide time and energy in these efforts. Our watershed technician is currently working with Garfield Montessori School to install a rain garden on school grounds. Final plant selection is being considered and construction will commence in the FY18. This year, the following education programs were held:

Date	Name of Event	Program Presented	People in Attendance
2-1-17	Improving Productivity	Soil Health	70
2-23-17	SWCD Annual Meeting	LDWP	15
3-22-17	MS4 Open House	Urban Erosion	5
3-30-17	Alphabet Soup Partner Meeting	LDWP, SWCD work	35
5-2-17	Agucation	Conservation, LDWP	600 5 th graders
6-7-17	Watershed Tour	LDWP, SWCD work	15
6-27-17	Big/Long Creek Watershed Mtg	Watershed planning	10
7-7-17	Cover Crop Planning	Cover Crop mgmt	15
8-17/19-17	Friends Creek Kick-off Meetings	Watershed Planning	40
8-29/31-17	Farm Progress Show	Conservation, LDWP	500
11-9-17	Lady Landowners	Cover Crops for Birds	35
11-16-17	Friends Creek Planning Meeting	Watershed Planning	12
12-4-2017	Class Presentation-Thomas Jefferson Jr. High Robotics Club	Soil Erosion	12
Total Reached in FY17			1364

Besides the programs themselves, the SWCD staff serves in the following capacity throughout the year:

- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification
- Serve on the Ag Advisory Board for the Heartland Technical Academy
- Participate in the Heart of the Sangamon River Ecosystem Partnership meetings

Closing Comments

We have included the financial report for the quarter (and year) ending December 31, 2017 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.

The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to visit us at the USDA Service Center at 3342 N President Howard Brown Blvd, Decatur, Illinois 62521. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3, or contact us by email at cassandra@maconcountyswcd.com.

Board of Directors

Mike Hortin, Chairman
Zach Hyde, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Eric Veech, Director
David Carr, Director

Staff

Manny Wei, Watershed Technician
Cassandra Wilcoxen, Watershed Specialist
Angela Binnion, Administrative Coordinator

FINANCIAL STATEMENT
Lake Decatur Watershed Protection Program
City Allocation for MCSWCD Vendor # 796

	1st Qtr. January 1 - March 31, 2017	2nd Qtr. April 1 - June 30, 2017	3rd Qtr. July 1- September 30, 2017	4th Qtr. October 1 - December 31, 2017	12/31/2017 Total Invoiced to City	
Operational Expenses	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31/2016	Percent of Contract \$
Salaries Watershed Technician	11,609.00	\$ 13,494.00	\$ 12,011.30	\$ 10,850.00	\$ 47,964.30	32%
Salaries Watershed Specialist	10,283.26	\$ 10,033.30	\$ 10,907.80	\$ 4,183.89	\$ 35,408.25	24%
1/3 Salaries Binnion AC	3,405.15	\$ 3,405.15	\$ 3,763.44	\$ 2,997.05	\$ 13,570.79	9%
Payroll taxes	3,358.18	\$ 3,176.52	\$ 2,943.24	\$ 1,903.21	\$ 11,381.15	8%
Benefits	2,717.59	\$ 1,466.89	\$ 175.91	\$ 400.00	\$ 4,760.39	3%
BMP Implementation				\$ 25,000.00		
Travel and lodge Mike A	811.80	\$ 626.49			\$ 1,438.29	1%
Meetings and Training	149.98		\$ 99.56	\$ 13.32	\$ 262.86	0%
Professional fees	777.81	\$ 644.73	\$ 292.70	\$ 172.00	\$ 1,887.24	1%
Director Liability Insurance/work comp/PE Insurance	247.91	\$ 2,364.29		\$ 96.65	\$ 2,708.85	2%
Outreach	628.17		\$ 837.52	\$ 37.24	\$ 1,502.93	1%
Education	54.67		\$ 309.54		\$ 364.21	0%
Internet	101.30	\$ 28.16	\$ 37.96	\$ 25.29	\$ 192.71	0%
Truck/ Insurance	35.12	\$ 347.39	\$ 56.41	\$ 48.56	\$ 487.48	0%
Office Equipment	1,078.21			\$ 70.75	\$ 1,148.96	1%
Office Supplies	94.55	\$ 117.28	\$ 58.60	\$ 17.36	\$ 287.79	0%
Postage	34.09	\$ 49.53	\$ 68.14	\$ 52.60	\$ 204.36	0%
Reduction for contract						
Total Expenses	35,386.79	\$ 35,753.73	\$ 31,562.12	\$ 45,867.92	\$ 148,570.56	83%
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2017	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total Invoiced to City	Percentage Complete
Agreement Amount	\$ 148,989.00	\$ 113,602.20	\$ 77,848.47	\$ 46,286.35		
Total Invoiced to City	\$ 35,386.79	\$ 35,753.73	\$ 31,562.12	\$ 45,867.92	\$ 148,570.56	100%
Agreement Balance	\$ 113,602.21	\$ 77,848.47	\$ 46,286.35	\$ 418.43		
Streambank Inventory Agreement Amount	\$ 32,400.00	\$ 18,688.53	\$ 15,088.53			
Streambank Inventory Expenses	\$ 13,711.47	\$ 3,600.00	\$ 15,088.53			
Streambank Inventory Agreement Balance	\$ 18,688.53	\$ 15,088.53	\$ -			

ATTACHMENTS:

Description	Type
City of Decatur Lake Decatur Watershed Protection Program - Year End Report	Backup Material

TO: Honorable Mayor, Julie Moore Wolfe
FROM: Cassandra Wilcoxon, Watershed Specialist
DATE: January 8, 2018
SUBJECT: Year End Report
PERIOD: January 1, 2017 – December 31, 2017

City of Decatur Lake Decatur Watershed Protection Program



Better Reflections through Soil Conservation

CC: Councilman Bill Faber
Councilman David Horn
Councilman Chuck Kuhle
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilwoman Dana Ray
Mr. Tim Gleason, City Manager
Mr. Matt Newell, Interim Public Works Director
Mr. Keith Alexander, Water Production Manager

Macon County Soil and Water Conservation District

January 1, 2017 to December 31, 2017

Year End Report on the Lake Decatur Watershed Protection Program

Change in District Staff

Watershed Specialist Megan Baskerville left her position on July 20th and Matthew Hanauer began as the Watershed Specialist on July 10th. Matthew Hanauer left his position on September 13th and Cassandra Wilcoxon began as the Watershed Specialist November 6, 2017. Watershed Technician Mike Andreas left his position on April 6th and Manny Wei stepped into the position the same day.

Watershed Conservation Cost-Share Projects

City projects completed and paid for in FY2017:

Units	Type of Units	Practice Installed	Acres Benefitted	Cost Share Provided
5,794	ft	Terrace system	65	\$21,778.66
3.1 1	Acre Structure	2 Waterways and Drop Inlet Str.	45	\$12,772.77
0.46 1	Acre Structure	1 Waterway & Toewall	652	\$16,564.02
0.4	Acre	Waterway & Berm repair	12	\$4,776.1
0.5	Acre	Streambank Stabilization	4	\$3,101.25
40	Acre	1 Field Strip-tilled	40	\$1,000
		Totals	818	\$59,992.80

Projects built and awaiting on final payments:

- 1 waterway across 2 landowners in Piatt County
- 1 waterway in Friends Creek East Township-permanent seeding needed

The following projects have been approved for funding, and are awaiting construction:

- 1 waterway and structures in Friends Creek East Township
- 1 waterway in Long Creek East Township
- 1 waterway in Long Creek East Township
- 1 structure in Mount Zion Township
- 1 sediment basins in Macon County
- 1 waterway in Piatt County
- 1 urban stream stabilization project in Piatt County

Interest in the program remains strong; we have allocated all funds for FY17, and are receiving applications for FY18 funds- with the deadline to apply on **January 19, 2018**. With strong coordination, information, and education with the Piatt County SWCD and both NRCS offices, the LDWP is well known by producers in the watershed.

Watershed Projects funded by outside sources:

Supplementing the City funding with outside funding for conservation practices is crucial to the Lake Decatur Watershed Program's capacity. Following is the additional funding received in FY17 for conservation in the watershed:

Projects Installed in FY17	Funding Source	Amount Contributed
5945' Terrace system & structure-final payment	Illinois EPA	\$3,281.15
1 Sediment Basin	Illinois EPA	\$10,267.50
6 Waterways- final payment	Illinois EPA	\$827.23
1 Sediment Basin	Illinois EPA	\$13,355.35
Rock Outlet & seeding of Waterways & Terraces-final payment	Illinois EPA	\$4,851.05
	Total	\$32,582.28

**\$25,132.55 was requested from the Illinois EPA for reimbursement on projects installed in late FY16, and payment was received in FY17.*

Watershed Activities***Transect Survey tracks tillage trends:***

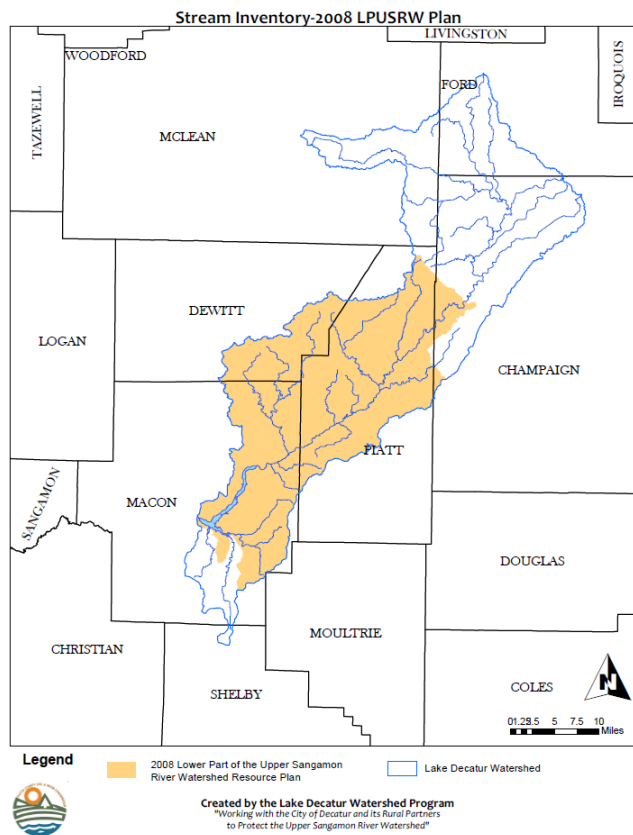
Every two years, the SWCD runs a transect survey throughout the county, noting tillage rates and crops planted on over 300 farm fields. This information is compiled statewide by the Illinois Department of Agriculture, to show trends in conservation adoption, and to make rough estimates on erosion occurring on our ag lands yearly.

This year the survey was run in early May, before crops canopied, which would make judging residue levels left in the field difficult. New to the survey, use of cover crops was also noted on fields.



"No one can control the weather," was an adage deeply felt this spring. But we can control the IMPACT the weather has on our land. Widespread utilization of reduced tillage and cover crops can help reduce ephemeral erosion (left photo) and wind erosion (right photo) in our watershed.

Streambank Inventory Completed:



Wayne Kinney, of Midwest Streams, Inc., completed his work on the streambank inventory within Macon and Piatt counties in July, 2017. As an update to our 2008 Lower Part of the Upper Sangamon River Watershed Plan, Kinney surveyed the lower reaches of 12 tributaries that flow into Lake Decatur to determine the rate of erosion and floodplain connectivity. Kinney then ranked which tributaries were contributing more sediment to the lake than others.

The top two priority tributaries are Goose Creek and Madden Creek, which represent only 35% of the drainage area, but contributes over 50% of the sediment delivered to Lake Decatur. Adding Big Creek and Long Creek increases the amount of sediment entering Lake Decatur to **78%**; thus 4 tributaries are responsible for more than three fourths of the sedimentation in Lake Decatur.

This inventory will help us focus our future planning efforts to reduce the sediment load reaching Lake Decatur. Several landowners have expressed interest in applying for cost share assistance to address the streambank erosion on their land as a result of this inventory. The inventory also makes us more competitive for IEPA grants in the future.



Pictures taken by Wayne Kinney during his inventory of the lower reaches of 12 tributaries contributing to Lake Decatur, where Goose Creek and Madden Creek were found to contribute the most sediment to Lake Decatur. The picture on the left shows bank erosion and the picture on the right shows extreme undercutting and has exposed several feet of an outlet pipe.

Conservation Cropping Demo Plots:

In 2014, the SWCD began a 5 year program to showcase two demo plots in Macon County, partnering with local operators, American Farmland Trust, and IL's Nutrient Research & Education Council to demonstrate the agronomic and economic benefits of a conservation cropping system. This type of ag management system incorporates the use of reduced tillage, nutrient management, and cover crops on a single crop field to not only lessen soil erosion and protect water quality, but to also improve the resiliency of the soil and increase organic matter. Through 2019, field days will continue to be held on the farms – one located in the Long Creek watershed – to encourage other operators to adopt such a system.

Technical Assistance:

The Watershed Staff is available to answer erosion and flooding complaints in the City of Decatur and the watershed. Many issues can be adequately addressed by the landowner with guidance from staff; larger projects result in applications to the city or other cost-share programs. In 2017, staff fielded over **29** requests for assistance, including culvert analysis, backyard erosion, streambank erosion, sediment basin design and questions.

County plat reviews:

The watershed staff reviews proposed subdivision plats to determine the likelihood of significant impacts to the environment, primarily regarding alteration of drainage patterns. Site visits for **three** proposed subdivisions were conducted this past year.

Oakley Township Sediment Storage Maintenance Advisory Committee:

Cassandra Wilcoxon is participating in the committee and Manny Wei, Watershed Technician, is available to provide technical assistance in response to citizen inputs regarding the sediment basin. The committee meets quarterly.

Grants

IEPA 319 Grant: Accelerating BMP Adoption in Lake Decatur

The SWCD was awarded an IEPA Section 319 grant to accelerate BMP adoption in the Lake Decatur Watershed in 2014. Over two years, completed this December, **the grant brought \$425,315 of federal funds into the watershed to install 36 soil saving practices** at 19 sites throughout the watershed in both Macon and Piatt counties. As of December 31, all projects have been installed and all payments processed.

IEPA 319 Grant: Friends Creek Watershed Management Plan Creation

In 2016, SWCD staff submitted a 319 grant for assistance in creating a watershed plan for Friends Creek. In 2017, the grant was funded for \$120,672 to run until July 2019. Three meetings were held between August - November to raise awareness, explain the watershed plan process, and to start forming a steering committee. Next year meetings will focus on results of stream bank assessments, nutrient loading modeling results, and current status of BMPs in order to form and prioritize goals.

IEPA 319 Grant: BMP Implementation in Big & Long Creek

In 2017, SWCD staff submitted a 319 grant for more federal cost share for implementation of BMPs that will reduce the amount of sediment and nutrients reaching into Lake Decatur. The

grant was funded for \$205,082.50 and targets the Big & Long Creek Watershed. IEPA will notify us in February 2018 if the grant will be fully funded.

IEPA 319 Grant: BMP Implementation in Piatt County

SWCD staff and partners submitted another 319 application based in Piatt County this past August for more federal cost share for implementation of BMPs that will reduce the amount of sediment and nutrients reaching Lake Decatur. Macon County has pledged \$5,500 in technical support to implement BMPs on 8 sites. IEPA will notify us in February 2018 if the grant will be fully funded.

USDA's Regional Conservation Partnership Program:

On January 15, 2015, the USDA awarded Macon County \$500,000 of NRCS funding for "BMP Implementation for Nutrient and Sediment Loss Reduction in Macon County, Illinois," for **conservation in the Sangamon River Watershed through 2019**. For FY18, \$125,000 is slated for allocation. The SWCD works with many partnering agencies to promote this funding, plan and implement water quality monitoring of some of the practices, and tailor education programs specifically to the goals of the project.

Illinois EPA (IEPA) Construction Site Inspection Program:

In an effort to promote proper construction site stormwater management methods required by the Clean Water Act and regulated by the IEPA, the District negotiated an agreement with the IEPA to provide technical assistance and construction site inspections throughout Macon County. In a strictly advisory and inspection role, the District inspects active construction sites, determines their status of compliance to IEPA standards and notifies the local jurisdiction and IEPA of their status. In FY17, 14 permits were opened in the county, 4 within the Lake Decatur Watershed.

MS4 Agreement:

The City of Decatur, the Villages of Forsyth and Mt. Zion, and Macon County joined together and signed a Memorandum of Understanding (MOU) with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding Best Management Practices (BMPs) and construction site inspections for the Land Disturbance Permit program. In FY17, 34 permits were opened, 18 in the Lake's watershed, and detention basin inspections were started for the Villages of Mt. Zion, Forsyth, and Decatur.

Two stormwater education events were executed in FY17- an open house regarding storm water management for Decatur area residents, and a presentation on soil and sediment erosion affecting water quality to the Thomas Jefferson Jr. High Robotics Club on October 18th.

Public Education Programs

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. In addition to the watershed staff itself, board members and SWCD staff provide time and energy in these efforts. Our watershed technician is currently working with Garfield Montessori School to install a rain garden on school grounds. Final plant selection is being considered and construction will commence in the FY18. This year, the following programs were held:

<i>Date</i>	<i>Name of Event</i>	<i>Program Presented</i>	<i>People in Attendance</i>
2-1-17	Improving Productivity	Soil Health	70
2-23-17	SWCD Annual Meeting	LDWP	15
3-22-17	MS4 Open House	Urban Erosion	5
3-30-17	Alphabet Soup Partner Meeting	LDWP, SWCD work	35
5-2-17	Agucation	Conservation, LDWP	600 5 th graders
6-7-17	Watershed Tour	LDWP, SWCD work	15
6-27-17	Big/Long Creek Watershed Mtg	Watershed planning	10
7-7-17	Cover Crop Planning	Cover Crop mgmt	15
8-17/19-17	Friends Creek Kick-off Meetings	Watershed Planning	40
8-29/31-17	Farm Progress Show	Conservation, LDWP	500
11-9-17	Lady Landowners	Cover Crops for Birds	35
11-16-17	Friends Creek Planning Meeting	Watershed Planning	12
12-4-2017	Class Presentation-Thomas Jefferson Jr. High Robotics Club	Soil Erosion	12
<i>Total Reached in FY17</i>			<i>1364</i>

Besides the programs themselves, the SWCD staff serves in the following capacity throughout the year:

- Serve on the Macon County Farm Bureau Ag-In-The-Classroom committee
- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification
- Serve on the Ag Advisory Board for the Heartland Technical Academy
- Participate in the Heart of the Sangamon River Ecosystem Partnership meetings

Closing Comments

We have included the financial report for the year ending December 31, 2017 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.

The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to visit us at the USDA Service Center at 3342 N President Howard Brown Blvd, Decatur, Illinois 62521. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3, or contact us by email at cassandra.wilcoxen@il.nacdnet.net.

Board of Directors

Mike Hortin, Chairman
Zach Hyde, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Eric Veech, Director
David Carr, Director

Staff

Manny Wei, Watershed Technician
Cassandra Wilcoxen, Watershed Specialist
Angela Binnion, Administrative Coordinator

FINANCIAL STATEMENT
Lake Decatur Watershed Protection Program
City Allocation for MCSWCD Vendor # 796

	1st Qtr. January 1 - March 31, 2017	2nd Qtr. April 1 - June 30, 2017	3rd Qtr. July 1- September 30, 2017	4th Qtr. October 1 - December 31, 2017	12/31/2017 Total Invoiced to City	
Operational Expenses	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31/2016	Percent of Contract \$
Salaries Watershed Technician	11,609.00	\$ 13,494.00	\$ 12,011.30	\$ 10,850.00	\$ 47,964.30	32%
Salaries Watershed Specialist	10,283.26	\$ 10,033.30	\$ 10,907.80	\$ 4,183.89	\$ 35,408.25	24%
1/3 Salaries Binnion AC	3,405.15	\$ 3,405.15	\$ 3,763.44	\$ 2,997.05	\$ 13,570.79	9%
Payroll taxes	3,358.18	\$ 3,176.52	\$ 2,943.24	\$ 1,903.21	\$ 11,381.15	8%
Benefits	2,717.59	\$ 1,466.89	\$ 175.91	\$ 400.00	\$ 4,760.39	3%
BMP Implementation				\$ 25,000.00		
Travel and lodge Mike A	811.80	\$ 626.49			\$ 1,438.29	1%
Meetings and Training	149.98		\$ 99.56	\$ 13.32	\$ 262.86	0%
Professional fees	777.81	\$ 644.73	\$ 292.70	\$ 172.00	\$ 1,887.24	1%
Director Liability Insurance/work comp/PE Insurance	247.91	\$ 2,364.29		\$ 96.65	\$ 2,708.85	2%
Outreach	628.17		\$ 837.52	\$ 37.24	\$ 1,502.93	1%
Education	54.67		\$ 309.54		\$ 364.21	0%
Internet	101.30	\$ 28.16	\$ 37.96	\$ 25.29	\$ 192.71	0%
Truck/ Insurance	35.12	\$ 347.39	\$ 56.41	\$ 48.56	\$ 487.48	0%
Office Equipment	1,078.21			\$ 70.75	\$ 1,148.96	1%
Office Supplies	94.55	\$ 117.28	\$ 58.60	\$ 17.36	\$ 287.79	0%
Postage	34.09	\$ 49.53	\$ 68.14	\$ 52.60	\$ 204.36	0%
Reduction for contract						
Total Expenses	35,386.79	\$ 35,753.73	\$ 31,562.12	\$ 45,867.92	\$ 148,570.56	83%
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2017	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total Invoiced to City	Percentage Complete
Agreement Amount	\$ 148,989.00	\$ 113,602.20	\$ 77,848.47	\$ 46,286.35		
Total Invoiced to City	\$ 35,386.79	\$ 35,753.73	\$ 31,562.12	\$ 45,867.92	\$ 148,570.56	100%
Agreement Balance	\$ 113,602.21	\$ 77,848.47	\$ 46,286.35	\$ 418.43		
Streambank Inventory Agreement Amount	\$ 32,400.00	\$ 18,688.53	\$ 15,088.53			
Streambank Inventory Expenses	\$ 13,711.47	\$ 3,600.00	\$ 15,088.53			
Streambank Inventory Agreement Balance	\$ 18,688.53	\$ 15,088.53	\$ -			