Monday, February 4, 2019
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 22, 2019 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Agreement and Appointing Interim City Manager
2. Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford, Inc., for the Purchase of One (1) 2019 Ford Pickup Truck
3. Ordinance Annexing Territory-2834 South Forest Crest Road
4. Resolution to Appropriate Additional Motor Fuel Tax Funds to Pay the City's Portion to Improve the Mound Road / Spring Creek West and Middle Bridges, Structures 058-3035 and 058-3036
5. Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford Inc., for the Purchase of One (1) 2018 Ford SUV Explorer
6. Resolution Authorizing Support of a Low Income Housing Tax Credit Application by Greenwood Preservation, LLC, with Illinois Housing Development Authority for the Renovation of Greenwood Manor Apartments
7. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for Lake Office Parking and Pier Improvement, City Project 2018-36
8. Resolution Authorizing the Expenditure of Funds for ITRON Analytics Hosting Services
9. Resolution Authorizing Real Estate Contract For Property Located In The

200-300 Blocks of East Orchard Street, The 200-300 Blocks of East Marietta Street And The 1000 Block of North Warren Street In The Wabash Crossing Redevelopment Area

10. Resolution Authorizing Real Estate Contract For Property Located in the 2000 Block of South Imboden Court

VI. Other Business

VII. Adjournment

Council Information - Lake Decatur Watershed Protection Program - 4th Quarter 2018 Report

Council Information - Lake Decatur Watershed Protection Program - 2018 Annual Report

CITY COUNCIL MINUTES
Tuesday, January 22, 2019

On Tuesday, January 22, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

Interim City Manager Billy Tyus attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance.

Mayor Julie Moore Wolfe called for Appearance of Citizens.

Marty Watkins suggested that the City of Decatur may want to look into a co-op with Macon County for the proposed Macon County Recycling Center.

The minutes of the January 14, 2019 Special City 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, Council members Bill Faber, Lisa Gregory, David Horn, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

With there being no unfinished business; Mayor Julie Moore Wolfe called for New Business.

Millikin University student Julisa Sierra read a proclamation proclaiming the month of January "Human Trafficking Awareness Month".

Interim City Manager Billy Tyus presented the Treasurer's Financial Report and responded to questions from Council.

Councilman David Horn and Councilwoman Lisa Gregory gave an update on the Intergovernmental Working Group. Several topics were discussed at the January 14th Intergovernmental Working Group meeting including: joint purchasing projects, equalized assessed valuation, and creation and implementation of a strategic plan. The next Intergovernmental Working Group meeting is scheduled for February 4th at 7am.

R2019-08 Resolution Accepting the Bid of Dunn Company for the purchase of Bituminous Pavement Materials, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-09 Resolution Accepting the Bid of Beelman Logistics LLC for the purchase of Crushed Stone Aggregate, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-10 Resolution Accepting the Bid of Coady Supply Co., Inc. for the purchase of Corrugated Steel Pipe, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-11 Resolution Accepting the Bid of VCNA Prairie LLC for the purchase of Portland Cement Concrete, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-12 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order with Steve's Trucking, Inc., for Demolition of Property 965 East Main Street, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilmembers thanked city staff for moving forward with demolitions; Interim City Manager Billy Tyus reminded council that they would need to identify a sustainable source of revenue to continue with demolitions.

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

R2019-13 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order with Anderson Backhoe Service, Inc., for Demolition of Property 954 South Martin Luther King Jr. Drive, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-14 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order with Hutchins Excavating for Demolition of Property 1646 East Prairie Avenue, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-15 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order with JRH Services Inc., for Demolition of Property 1850 East William Street, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-16 Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to the Olde Towne TIF Fund, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2019-17 Resolution Accepting the Bid of Bob Ridings Inc., for the Purchase of One (1) 2019 Dodge Pickup Truck, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

Mayor Julie Moore Wolfe called for Consent Calendar Items A and B and asked if any Council member wished to have an item removed from the Consent Calendar. Council did not request to have any items removed. The Clerk read Items A and B:

Item A. Receiving and Filing of Boards and Commissions

Item B. 2019-02 Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for the Fleet Maintenance Fund of the City of Decatur, Illinois for the

Fiscal Year Ending December 31, 2018, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Councilman Pat McDaniel moved Items A and B be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll Bill Faber, Lisa Gregory, David Horn, Pat McDaniel, Dana Ray 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 announced that City Manager Scot Wrighton will begin work on March 19.

Councilman David Horn thanked Public Works for their assistance with the Taylorville tornado cleanup efforts and thanked the Police Department for their efforts in the significant reduction in crime rates.

Councilman Bill Faber voiced concerns with the lack of a grocery store in the west end due to the closure of Kroger in Fairview Plaza and would like to know what efforts are being done to replace the store.

Councilwoman Lisa Gregory thanked Public Works for their snow removal efforts.

With no other business, Mayor Julie Moore Wolfe called for Recess to Closed Executive Session under Section 2 Open Meetings Act (c) (1) for the purpose of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body. Councilman Pat McDaniel moved to Recess to Closed Executive Session; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye 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 Councilwoman Dana Ray. All were in favor by voicing no objections.

Mayor Julie Moore Wolfe declared the regular Council meeting adjourned at 6:30pm.

Approved _____
Kim Althoff
City Clerk

RESOLUTION NO. 2019-_____

RESOLUTION AUTHORIZING AGREEMENT AND APPOINTING INTERIM CITY MANAGER

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

Section 1. That the Agreement attached as Exhibit "A" between the City of Decatur and Wendy Morthland for the appointment by the City of Wendy Morthland as Interim City Manager be, and the same is hereby, received, placed on file and approved.

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

Section 3. That effective February 7, 2019, or the date that Billy Tyus resigns, whichever date is earlier, Wendy Morthland be, and is hereby, appointed Interim City Manager of the City of Decatur for all purposes as set out in the statutes of the State of Illinois and pursuant to the terms of the Agreement authorized hereby, and until further order of the Council.

PRESENTED AND ADOPTED this 4th day of February, 2019.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Interim City Manager Employment Agreement (herein "Agreement") is entered into on this 4th day of February, 2019, by and between the City of Decatur, an Illinois municipal corporation (herein the "City"), and Wendy L. Morthland (herein the "Employee"). Employee and City are herein the "Parties."

RECITALS:

WHEREAS, the City desires to appoint Employee as the Interim City Manager beginning February 7, 2019.

WHEREAS, Employee desires to serve the City as its Interim City Manager for the Interim Period; and

WHEREAS, the Parties wish to memorialize in writing their relationship for the Interim Period.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

1. APPOINTMENT. City hereby appoints Employee as Interim City Manager and Employee accepts such appointment, subject to the terms hereof.

2. INTERIM PERIOD AND THEREAFTER. This Agreement shall be effective February 7, 2019 through March 18, 2019. Following March 18, 2019, Employee will resume her original responsibilities as the City of Decatur Corporation Counsel and assist with the transition of the new City Manager as necessary.

3. INTERIM CITY MANAGER DUTIES. During the Interim Period, Employee shall perform the duties and assume the responsibilities of City Manager as set forth in the applicable statutes of the State of Illinois, and more specifically Section 5-3-7 of the Illinois Municipal Code, [65 ILCS 5/5-3-7 (2016)], as may be amended, and all ordinances lawfully enacted pursuant thereto, together with all other such duties and responsibilities as the City Council may lawfully assign to Employee.

4. NO OTHER EMPLOYMENT. Employee shall devote all of her professional time, attention, knowledge, and skills solely to the interests of the City, and the City shall be entitled to all of the benefits arising from or incident to all work, services and advice of Employee.

5. OATH AND BOND. As a condition of this appointment, Employee agrees to execute and deliver an Oath of Office and be eligible for an official bond with surety, as required by Section 5-3-9 of the Illinois Municipal Code [65 ILCS 5/5-3-9 (2016)].

6. HOURS OF WORK. The Parties agree that the duties and responsibilities of the Interim City Manager will require the Employee to work weekends, evenings, and other irregular hours at locations, including the administrative offices of the City, as well as elsewhere, both during regular business hours and at hours beyond regular business hours. The Parties further

agree that her work during irregular hours and at other locations are of equal importance and are included in the normal daily duties and responsibilities of the Interim City Manager. Employee shall perform such work at hours beyond regular business hours so in order to provide Employee with a reasonable limitation to the total number of hours required of her in the given week, Employee may reasonably determine her hours necessary to the position, but in no event shall the number of hours worked be less than forty (40) hours per week.

7. EMPLOYEE'S SALARY. Employee shall receive $7,500.00 in addition to the annual salary Employee currently receives in her current position. The additional compensation shall be paid in weekly installments during the course of this Interim Agreement, subject to normal and customary tax withholdings.

8. VACATION LEAVE. Employee shall remain entitled to the same number of days of paid vacation leave during the Interim Period as Employee is entitled in her current position under the policies and plans of the City. Therefore, Employee's paid vacation leave shall not be altered, modified, or changed from that when she possesses in her current position.

9. SICK LEAVE. Employee shall remain entitled to the same number of days of paid sick leave during the Interim Period as Employee is entitled in her current position under the policies and plans of the City. Therefore, Employee's paid sick leave shall not be altered, modified, or changed from that which she possesses in her current position. Employee shall not be entitled to any cash payment, or payment of any type of paid sick leave days unused at the end of the Interim Period, and such paid sick leave days may only be utilized for illness of Employee or her immediate family members and will not be considered paid vacation days.

10. BUSINESS EXPENSES. The City shall reimburse Employee for all reasonable employment-related expenses, subject to administrative policies concerning such as currently exist or as amended. Such expenses include, but are not limited to the following: air travel; taxi and auto rental; lodging; meals; memberships and subscriptions to publications of the International City Management Association and the Illinois City Management Association; registration fees for training programs offered by such associations; and travel and incidental costs relating to attendance at such training programs or conferences and meetings of such associations. It is specifically understood that the above membership and participation in training, conference and meetings are to be undertaken by Employee, at her request and at the approval and/or request of the City Council, and shall be considered as part of the duties and responsibilities of Employee hereunder. Employee shall be reimbursed for other reasonable expenses as the City shall approve by lawful action of the City Council.

11. GROUP INSURANCE BENEFITS. The City, subject to the limitation provided for herein, shall continue to provide Employee with group life insurance and employee and dependent health, hospitalization and dental coverage equal to such insurance or benefits provided other management employees of the City. Notwithstanding the foregoing, it is agreed and understood that the City may, at its sole option, modify, or eliminate said insurance or benefits, or any portions thereof, provided that Employee is treated no differently than other management employees of the City.

12. HOLIDAYS. Employee shall receive the same paid holidays which are afforded to other management employees of the City.

13. DISABILITY. If Employee is unable to perform all of her duties and responsibilities essential to her position of Interim City Manager, as determined by the City Council, because of sickness, accident, injury, mental incapacity or ill health (herein "Disability"), she shall be eligible for "Disability Leave" after exhausting all accrued sick leave and vacation leave. Disability Leave shall be unpaid and may be approved by the City for a period of up to six (6) months. Disability Leave shall be dependent upon the length of disability as demonstrated by Employee. To determine Disability, the City shall have the right to have a medical examination(s) of Employee made at a reasonable time(s) by a physician selected by City. If Employee is unable to return to work at the end of a Disability Leave, City shall have the option to terminate the employment of Employee subject to requirements imposed in Section 16(b) of this Agreement.

14. ELIGIBILITY OF BENEFITS AFFORDED OTHER MANAGEMENT EMPLOYEES OF THE CITY. Except for the provisions of Sections 6 through 13 above, Employee shall receive the same employment benefits which are provided to other management employees of the City.

15. PUBLIC OFFICIAL LIABILITY INSURANCE AND REPRESENTATION BY LEGAL COUNSEL. The City shall provide Employee with public official liability insurance in accordance with such provided for other officers of the City. In addition, if the Employee is named or made a party to any action, claim, or demand (collectively, herein "Claim"), except for criminal, traffic, misdemeanor, or petty offenses, which arise from her actions or conduct as an employee of the City, the City shall select and compensate an attorney who shall provide a defense for Employee, unless the City Council determines that said Employee was acting outside of the scope of her duties and responsibilities when engaged in the action or conduct which forms the basis of the Claim.

16. COMPLETE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to Employee's appointment as Interim City Manager, supersedes all previous agreements both verbal and written with respect to the appointment, and there exist no inducements, promises, terms, conditions, or obligations made or entered into by either the City or Employee which are not expressly contained herein. The Parties agree that to the extent any statement, comment, or representation has been made which lie outside of this Agreement, the other of them did not rely upon such in any manner or fashion whatsoever. The Parties further agree that each has had the opportunity to utilize legal counsel of her or its own choosing, and has conducted investigation into the matters contained herein sufficient to satisfy said Party. The Parties further covenant and agree that neither of them enter into this Agreement under any duress, confusion, or misapprehension, but both Parties agree that they fully understand the terms hereof. This Agreement shall not be subject to amendment, alteration or modification unless such proposed amendment, alteration, or modification is reduced to a writing executed by both Parties.

17. HEADINGS AND RECITALS. The Parties agree that the headings which are utilized within this Agreement are for the convenience of the Parties alone, and such headings shall not increase, decrease, alter, or modify the terms of the language set forth herein. The Recitals are an integral part of this Agreement and are incorporated herein.

18. APPLICABLE LAW. This Agreement is entered into within the City of Decatur, County of Macon, State of Illinois, on the date first above-written, and said Agreement shall be subject to and interpreted and construed according to the laws of the State of Illinois. Any

action, claim, or demand brought in any court for the breach hereof or seeking a declaration of the meaning hereof, shall be brought in the Circuit Court of the Sixth Judicial Circuit, Macon County, Illinois, to the exclusion of all other venues.

19. WAIVER OF BREACH. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of, any subsequent breach of the same or other provisions hereof.

20. ASSIGNMENT. No assignment of this Agreement or of the rights or obligations hereunder shall be valid without the specific written consent of the Parties.

21. SEVERABILITY. If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the Parties.

22. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been given if hand delivered or which mailed, postage prepaid, certified return receipt requested:

(a) If to the City, addressed to: Attention: City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523-1196

(b) If to Employee, addressed to: Wendy L. Morthland
One Gary K. Anderson Plaza
Decatur, IL 62523-1196

23. EMPLOYMENT STATUS OF EMPLOYEE. It is agreed by the Parties hereto that Employee, in performance of her duties and responsibilities hereunder, is an employee of City and exempt under state and federal wage and hour statutes and The Fair Labor and Standards Act.

IN WITNESS WHEREOF, the Parties hereto do hereby execute this Agreement on the date first above written.

CITY OF DECATUR, an Illinois Municipal Corporation

_____
Julie Moore-Wolfe, Mayor

ATTEST:

_____
City Clerk

_____
Wendy L. Morthland

Public Works

DATE: 1/14/2019

MEMO: 2019-04

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matt Newel, Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford Inc., for the Purchase of One (1) 2019 Ford Pickup Truck

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of $22,535.00 to Morrow Brothers Ford Inc. for one (1) Ford F-150 pickup truck.

BACKGROUND:
The City of Decatur Public Works, Water Services Division has requested one (1) new vehicle to replace one (1) 2002 Ford F-150 pickup with 115,882 miles. The unit is used as a general-purpose service truck to pull light trailers and carry maintenance tools. It is expected that the vehicle will be driven 800-900 miles per month.

The existing unit is being replaced due to its age and condition. The normal life expectancy is ten (10) years.

The lowest bid provided by Bob Ridings of Taylorville for a Dodge truck, exceeded the minimum specifications by providing a V8 engine as opposed to the specified V6 engine. This translates to a higher use of fuel for this high use vehicle that, over time, will far exceed the $550 cost savings. Therefore, staff recommends approving the second low bid for a Ford pickup truck provided by Morrow Brothers using the State bid price.

The replacement vehicle is estimated to be delivered in 14 days.

DISPOSAL OF REPLACED UNITS: The vehicle to be replaced will be sold/auctioned at a later date.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There were two other vendors that submitted bids. One was rejected for not meeting the minimum specifications for engine size and was not shown on the bid tabulation. It is recommended that the low bid provided by Bob Ridings of Taylorville, not be accepted due to exceeding the specification for engine size by providing a V8 engine instead of the V6 engine that was specified.

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

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

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

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY2019 Budget.

ATTACHMENTS:

Description	Type
2019-04 Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One (1) 2019 Ford Pickup Truck	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE STATE OF ILLINOIS BID PRICE OF MORROW BROTHERS FORD INC., FOR THE PURCHASE OF ONE (1) 2019 FORD PICKUP TRUCK

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

Section 1. That the bid received for one (1) 2019 Ford Pickup Truck, presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price of Morrow Brothers Ford Inc., in the amount of $22,535.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Morrow Brothers Ford Inc., for their bid price of $22,535.00.

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

PRESENTED and ADOPTED this 4th day of February 2019.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Project Name: Regular Cab Pick Up Truck with 8' Bed

Project Number: PUR2018-07

Bid Date: December 18, 2018

Time: 10:00 a.m.

	Description	QTY.	Unit	Bob Ridings, Inc. Taylorville, IL Unit Price	Total	Morrow Brothers Ford, Inc. Greenfield, IL Unit Price	Total
	Regular Cab Pick Up Truck with 8' Bed			2019		2018	
				Ram		F150	
				1500 Classic		Regular Cab	
				Reg. Cab 2 WD	$21,985.00	4 x 2	$22,535.00

TOTAL $21,985.00 $22,535.00

Exhibit A

Public Works

DATE: 1/17/2019

MEMO: 2019-05

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory-2834 South Forest Crest Road

SUMMARY RECOMMENDATION: Staff recommends that the subject annexation petition be approved.

BACKGROUND:
The subject property adjoins Decatur City limits on the east, south and north. The west property is in the County. The lot contains approximately 5.05 acres. The lot is undeveloped. The property owner wishes to annex to obtain city services. The following information is relevant to the areas in question:

1. City water is currently available and not connected to the subject property.
2. No additional public infrastructure or municipal services are needed or contemplated. A residence will be built on the undeveloped lot.
3. Decatur Fire response distance and time averages 4.4 miles and 5 minutes, respectively.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: The plat and annexation request has been reviewed by Engineering, Finance, Fire, Legal, Macon County Health Department, Municipal Services Division, Planning & Building Services, Neighborhood Services, and Water Services. All of the reviewers recommend the annexation is approved.

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

BUDGET/TIME IMPLICATIONS: Based on the current assessed value,

approximately $123 in real estate, $67 in motor fuel and $206 in state income taxes may be realized annually by annexing the property.

ATTACHMENTS:

Description	Type
2018-05 Ordinance Annexing Territory-2834 South Forest Crest Road	Ordinance
2018-05 Vicinity Map	Backup Material

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2834 SOUTH FOREST CREST ROAD

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Edward Beasley, requesting that there be annexed to the City territory described as:

THE SOUTH HALF (S ½) OF THE SOUTH HALF (S ½) OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 29, TOWNSHIP 16 NORTH, AND RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN MACON COUNTY, ILLINOIS. COMMONLY KNOWN AS 2834 SOUTH FOREST CREST ROAD.

PIN # 17-12-29-476-008

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of February 2019.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

RESIDENTIAL - NOT OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record of all the property herein described.

2. That there are no electors who reside on the property herein described.

3. That the property herein described is not within the corporate limits of any municipality

4. That the property herein described is contiguous (adjacent) to the City of Decatur corporation.

5. That the petitioners requests that the City of Decatur, annex the property commonly described as **2834 S FOREST CREST RD**, and more particularly described as follows:

THE SOUTH HALF (S 1/2) OF THE SOUTH HALF (S 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 16 NORTH, AND RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN MACON COUNTY, ILLINOIS.

PIN #17-12-29-476-008

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
E Beasley	BEASLEY, EDWARD	PO Box 1732 Decatur 62525, ??

Signed and sworn to before me 24th day of December, 20 18

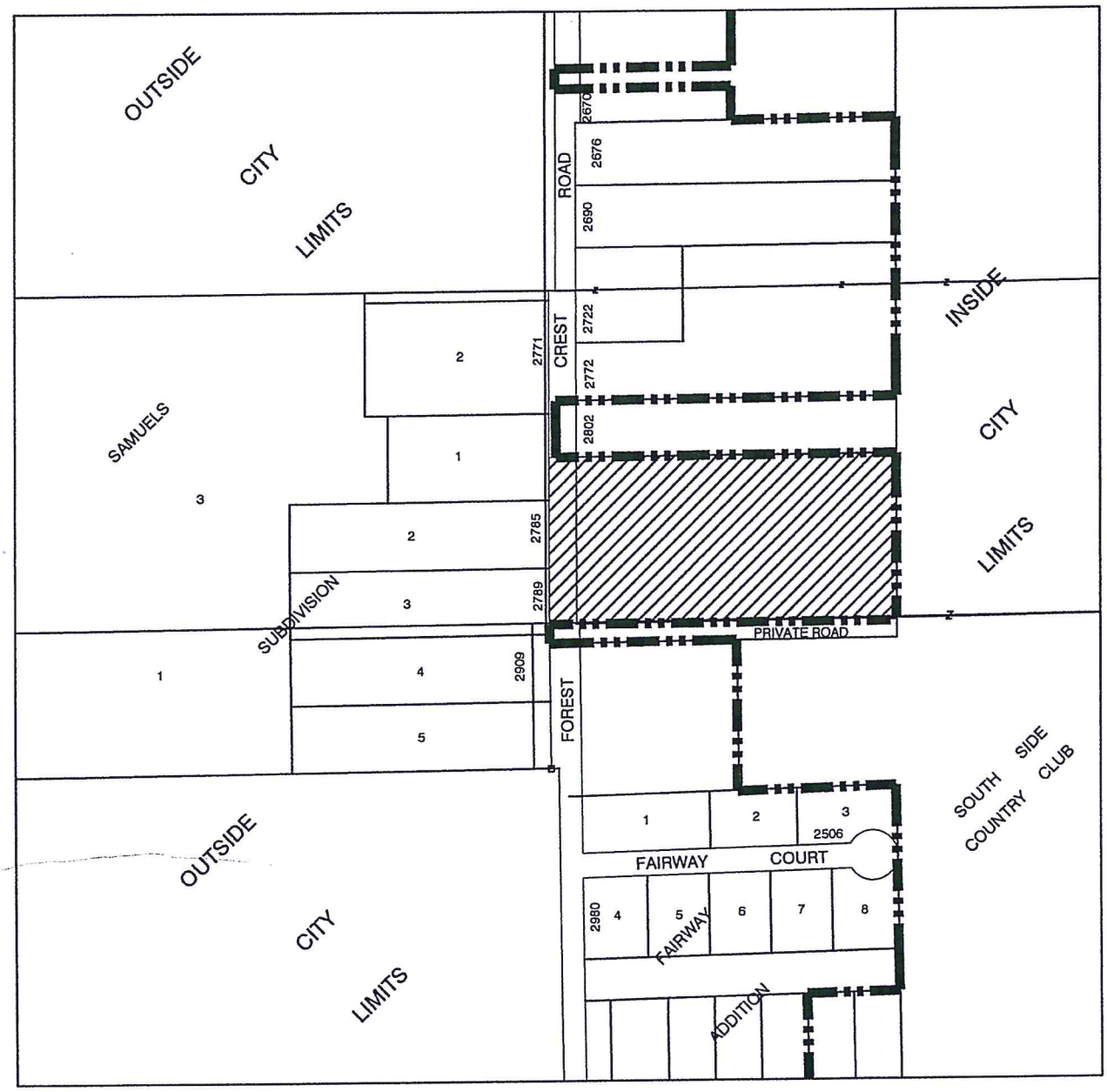
Naomi R. Burcham
Notary Public

OFFICIAL SEAL
NAOMI R. BURCHAM
Notary Public - State of Illinois
My Commission Expires 2/11/2019

(Rev. 12/2014)

Exhibit A

K:\Common\CVCPW\Annexations\Unforced Annexations\2834 S Forest Crest Rd\2834 S Forest Crest Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2834 FOREST CREST ROAD

indicates territory annexed

indicates existing corporate limits

5.05± acres

AREA 0.0079± sq. miles

330± lin. ft. of public road

South Wheatland township

N.T.S.

PAUL E. CASWELL
062-062825
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2019

All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

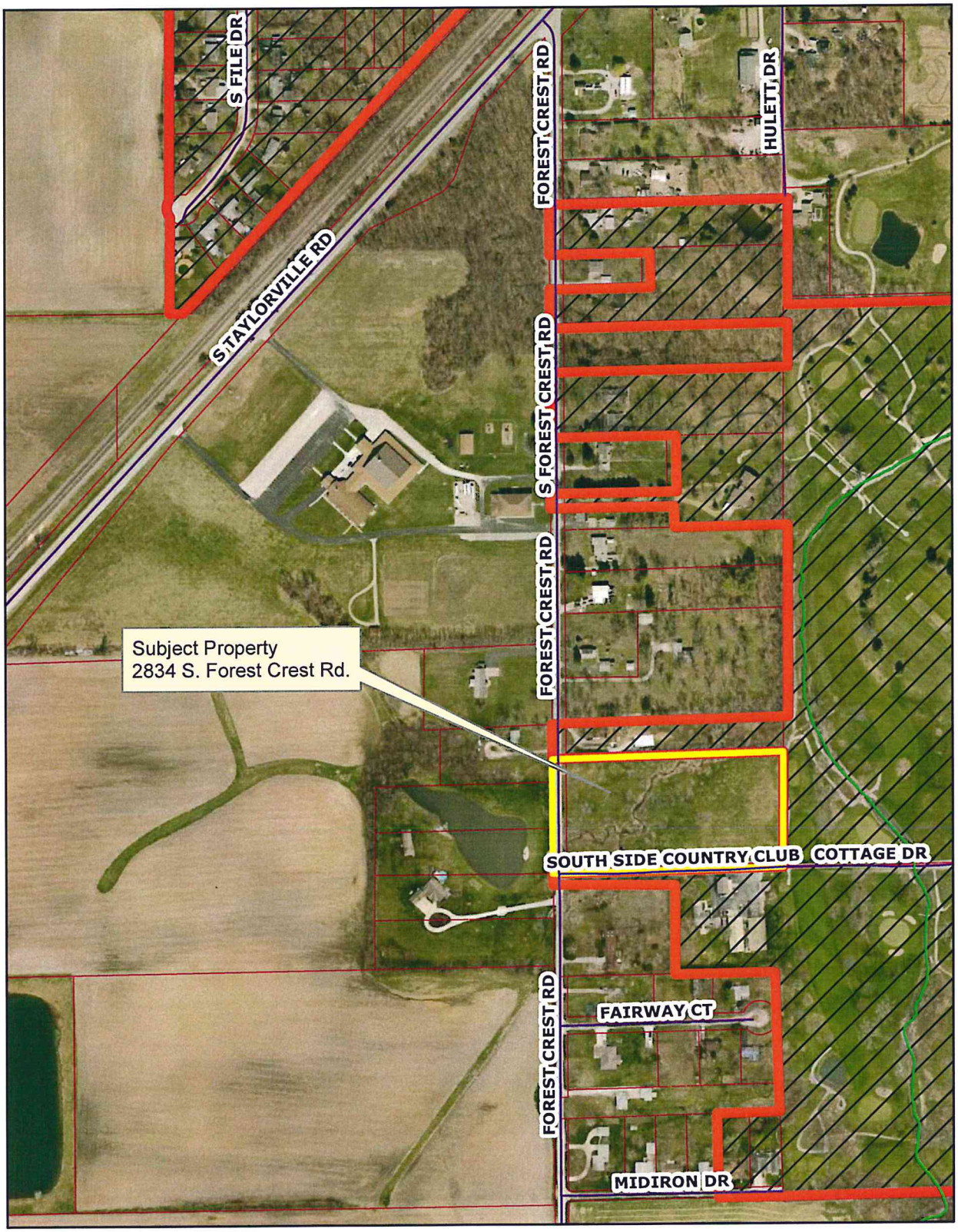
ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Property Proposed Water Agreement
Vicinity Map For 2834 S. Forest Crest Rd.



Public Works

DATE: 1/23/2019

MEMO: 2019-06

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Billy Tyus, Interim City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT:
Resolution to Appropriate Additional Motor Fuel Tax Funds to Pay the City's Portion to Improve the Mound Road / Spring Creek West and Middle Bridges, Structures 058-3035 and 058-3036
City Project 2017-06

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum and related attachments.

ATTACHMENTS:

Description	Type
2019-06 Council Memo Additional MFT Funds CP2017-06	Cover Memo
Resolution to Appropriate Additional MFT Funds	Resolution Letter

PUBLIC WORKS MEMORANDUM
NO. 2019-06

DATE: **January 23, 2019**

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Billy Tyus, Interim City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT: **Resolution to Appropriate Additional Motor Fuel Tax Funds to Pay the City's Portion to Improve the Mound Road / Spring Creek West and Middle Bridges, Structures 058-3035 and 058-3036**
City Project 2017-06

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest to the Resolution appropriating an additional $150,000 in State Motor Fuel Tax (MFT) funds to pay for the City's portion of the improvement of the Mound Road West and Middle Bridges over Spring Creek. The additional funds are added to the $475,000 in MFT funds approved previously for a total authorized MFT expenditure of $625,000.

PRIOR COUNCIL ACTION:

January 7, 2013 – City Council approved Resolution No. R2013-01 authorizing a preliminary design services agreement between the City of Decatur and URS Corporation to complete a preliminary design to improve the Mound Road bridges over Spring Creek for a fee not to exceed $22,100.

January 7, 2013 – City Council approved Resolution No. R2013-02 appropriating $22,100 in State Motor Fuel Tax funds to pay for the agreement with URS Corporation to complete a preliminary design for the subject bridges.

June 20, 2016 – City Council was given a memorandum detailing the condition and status of the City's bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges with structural concerns including the three bridges on East Mound Road over Spring Creek. The east most Mound Road bridge was replaced in 2016. This project will design improvements for the middle and west bridges.

July 3, 2017 – City Council approved Resolution R2017-88 authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform bridge design services for the Mound Road / Spring Creek West and Middle bridges for a fee of $339,100.

July 3, 2017 – City Council approved Resolution R2017-89 appropriating $339,100 in State Motor Fuel Tax funds to pay for the agreement with AECOM to perform bridge design services for the Mound Road / Spring Creek West and Middle bridges.

December 3, 2018 – City Council approved Resolution R2018-145 appropriating $500,000 in State Motor Fuel Tax funds to pay for the City's $475,000 match with a $25,000 contingency, for the improvement of the Mound Road / Spring Creek West and Middle Bridges. The total estimated cost of the bridge improvement was $2,375,000.

December 3, 2018 – City Council approved Resolution R2018-146 authorizing a Local Public Agency Agreement for Federal Participation to improve the Mound Road / Spring Creek West and Middle Bridges, Structures 058-3035 and 058-3036. The Agreement authorized a $2,375,000 bridge reconstruction project with Federal funding to a maximum of $1,900,000 with the balance, estimated at $475,000, being paid by the City.

BACKGROUND:

On December 3, 2018, the City Council approved a City-State Joint Agreement for the reconstruction of the Mound Road West and Middle Bridges over Spring Creek. This agreement approved a maximum amount of $1.9 million in Federal Funds and City Motor Fuel Tax funding to pay the balance of the project costs which were, at that time, projected to be approximately $475,000. Total project funding for the proposed bridge work was authorized at $2,375,000.

The reconstruction of these two bridges is a project of the Illinois Department of Transportation (IDOT), which oversees the projects that use Federal Funds. IDOT advertised the project and bids were received at the State letting held in Springfield on Friday, January 18. The results of the State bid letting are as follows:

Bidder	Bid Price	Compared to Engineer's Est. Over/(-Under)
Sangamo Construction Company	**$2,504,685.13**	**5.46%**
Freesen, a Division of UCM, Inc.	$2,553,523.07	7.52%
Stark Excavating, Inc.	$2,676,593.14	12.70%
County Contractors, Inc.	$2,744,830.65	15.57%
Halverson Construction Co. Inc.	$2,849,611.05	19.98%
Otto Baum Company, Inc.	$2,944,823.83	23.99%
Engineer's Estimate (AECOM)	$2,375,000.00	-----

Sangamo Construction Company provided the low bid and has been identified as the lowest qualified bidder by the Illinois Department of Transportation. Sangamo Construction is headquartered in Springfield, Illinois, and is a known and respected bridge contractor in the State.

All the bids received by the State were over the original estimate provided by the City's Design Engineer, AECOM Technical Services. In accordance with State bidding rules, IDOT will not

allow the City to review the bid line items, however, from the bids, it appears that the original estimate was lower than expected and the low bid provided by Sangamo Construction appears to be reasonable for the work required. IDOT's review of the bids indicated this as well. It is not likely that rebidding the project will result in better bid prices. To rebid the project will delay work on structurally deficient bridges until next year, incurring additional design costs and the added normal yearly inflation of construction costs.

The low bid provided by Sangamo Construction is $2,504,685.13. Federal funding has been secured to cover $1,900,000 of this cost, with the balance of $604,685.13 being paid by the City. City staff proposes an additional $20,314.87 be allocated as contingency, bringing the total approved Motor Fuel Tax contribution by the City to $625,000. It is recommended that the Council approve the additional Motor Fuel Tax funds required and allow the project to proceed this construction season.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation, AECOM Technical Services

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

CONSTRUCTION SCHEDULE:

The State normally executes a contract within 6-8 weeks of the City's concurrence with the bid. Construction should begin in the spring and be completed by the end of 2019. Mound Road will be restricted to one lane in each direction during construction.

BUDGET IMPLICATIONS:

Budget Impact: The project cost to replace the Mound Road West and Middle Bridges over Spring Creek is $2,504,685.13. Federal funding has been secured to cover $1,900,000 of this cost, with the balance of $604,685.13 being paid by the City using Motor Fuel Tax funds. City staff proposes an additional $20,314.87 be allocated as contingency, bringing the total approved Motor Fuel Tax contribution by the City to $625,000.

Staffing Impact: City staff will provide the construction inspection for the project, working under the direction of the Illinois Department of Transportation. Staff time is allocated to manage the Mound Road bridge improvement project.

Attach: 1

RESOLUTION _____

RESOLUTION TO APPROPRIATE ADDITIONAL MOTOR FUEL TAX FUNDS TO PAY THE CITY'S PORTION TO IMPROVE THE MOUND ROAD / SPRING CREEK WEST AND MIDDLE BRIDGES, STRUCTURES 058-3035 AND 058-3036 CITY PROJECT 2017-06

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

Section 1. That there is hereby appropriated the additional sum of $150,000 of State Motor Fuel Tax funds for the purpose of paying the City's share of Motor Fuel Tax eligible costs for the Mound Road / Spring Creek West and Middle Bridges Deck Replacement under the applicable provisions of the Illinois Highway Code.

Section 2. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Mound Road / Spring Creek West and Middle Bridges Deck Replacement project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 17-00706-00-BR.

Section 3. That the Clerk shall, as soon as practicable after the close of the project, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this project; and,

Section 4. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 4th day of February, 2019.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM L. ALTHOFF, CITY CLERK

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
	Supplemental	17-00706-00-BR

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Decatur, (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor)

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+					

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+	Mound Road Bridges	058-3035	FAU7359	west bridge	over Spring Creek
+	Mound Road Bridges	058-3036	FAU7359	middle bridge	over Spring Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Replace beams and decks including new approaches on the Mound Road Bridges over Spring Creek west and middle. Structure Nos. 058-3035 and 058-3036

2. That there is hereby appropriated the sum of an additional One Hundred Fifty Thousand and 00/100---------- Dollars ($150,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim L. Althoff (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Decatur, (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council (Governing Body Type) of Decatur, (Name of Local Public Agency) at a meeting held on February 04, 2019 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 4th (Day) day of February, 2019 (Month, Year)

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date

Public Works

DATE: 1/25/2019

MEMO: 2019-08

TO: **Honorable Mayor Moore Wolfe and City Council Members**

FROM: **Billy Tyus, Interim City Manager**
Matthew Newell, Public Works Director
Raymond Lai, Director of Economic and Community Development
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford Inc., for the Purchase of One (1) 2018 Ford SUV Explorer

SUMMARY RECOMMENDATION:
Staff recommends awarding a contract in the amount of $ 29,785.00 to Morrow Brothers Ford Inc. for one (1) 2018 Ford SUV Explorer.

BACKGROUND:
The City of Decatur Economic and Community Development Department has requested one (1) new vehicle to replace one (1) 1998 Chevrolet Astro Van with 67,996 miles. This vehicle is being purchased with funds from the Department of Housing and Urban Development and will be used by the Neighborhood Services Division. This unit is being replaced due to its age and condition. The normal life expectancy is ten (10) years. If approved, the replacement vehicle is estimated to be delivered in 90 days.

DISPOSAL OF REPLACED UNITS: The one vehicle to be replaced will be sold/auctioned at a later date.

OTHER BIDDERS: Bob Ridings, Inc.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance section of the Public Works Department, wrote the bid specifications based on federal requirements and procurements.

STAFF REFERENCE: Raymond Lai, Director of Economic and Community Development; Dan Mendenall Municipal Services Manager; and Richelle D. Irons, Neighborhood Services Manager.

BUDGET/TIME IMPLICATIONS:
Funding for the expenditure is from Community Development Block Grant (CDBG) funds.

ATTACHMENTS:

Description	Type
2018-08 Resolution with Bid Tab 2018 Ford SUV Explorer	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE STATE OF ILLINOIS BID PRICE OF MORROW BROTHERS FORD INC., FOR THE PURCHASE OF ONE (1) 2018 FORD SUV EXPLORER

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

Section 1. That the bid received for one (1) 2018 Ford SUV Explorer, presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price of Morrow Brothers Ford Inc., in the amount of $29,785, 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 Morrow Brothers Ford Inc., for their bid price of $29,785.

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 4th day of February 2019.

_____

Julie Moore Wolfe, Mayor

ATTEST:

_____

Kim Althoff, City Clerk

Project Name: Sport Utility Vehicle

Project Number: PUR2018-09

Bid Date: December 18, 2018

Time: 10:00 a.m.

	Morrow Brothers Ford, Inc. Greenfield, IL					Bob Ridings, Inc. Taylorville, IL	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
	Sport Utility Vehicle			2018		Dodge	
				Ford		Durango 4 dr	
				Explorer		AWD SXT	
				4 x 4	$29,785.00	WDEL75	$29,990.00
TOTAL					$29,785.00		$29,990.00

Economic & Community Development

DATE: 2/4/2019

MEMO: No. 19-04

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Raymond Lai, Director of Economic and Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT:
Formal support from Mayor and City Council for Low Income Housing Tax Credit (LIHTC) application project, Greenwood Manor Apartments

SUMMARY RECOMMENDATION:
Staff recommends approval of resolution and formal support for LIHTC application for renovation of Greenwood Manor Apartments

BACKGROUND:
Greenwood Manor Apartments, located in the Central Business District neighborhood of Decatur, is an aging apartment complex which houses low-moderate income residents. As affordable housing is a need in our community, maintaining and retaining affordable units is imperative. The building has 108 units which are 1-2-and 3 bedrooms. Greenwood Preservation, LLC, assisted by ND Consulting Group, a real-estate development and finance consulting firm based out of St. Louis, has received preliminary submission approval by Illinois Housing Development Authority (IHDA) to apply for Low Income Housing Tax Credits. If the application is approved, funds will be used to acquire and substantially rehabilitate/improve all the units and property. Estimated total construction cost is $8.1 million, while the total development cost is about $14.4 million.

ND Consulting Group (NDCG), has experience in low income housing tax credit projects and federally funded/guaranteed residential developments within Missouri and Illinois, have provided details on the improvements planned for Greenwood Manor Apartments (see attached). Among the planned improvements are: increasing the number of accessible units, installing a fire sprinkler system, energy efficient windows and lighting, security cameras, improved lighting in the corridors as well as exterior, freshly paved parking lots, new elevator towers, and playground equipment. Per NDCG, Busey Bank has agreed to be an investor as well as a partner in this project. Sub-contractors and local union labor are intended to be

used for renovations to the dwelling units.

The LIHTC application process is very competitive and has a scoring criteria. Points are awarded in a variety of areas including formal City support and cities that have a revitalization plan. IHDA is aware that the City of Decatur is in the process of formulating a community revitalization plan and is willing to grant points for our community outreach, if documented. The resolution expressing support from the Mayor and City Council, if approved, will be included in the LIHTC application by Greenwood Preservation, LLC.

POTENTIAL OBJECTIONS: There are no other tax credit projects within Decatur being invited by IHDA for this round of funding. However, three other projects in Macon County also received preliminary submission approval–two in the city of Macon and one in Mt. Zion, all of which are new construction projects.

INPUT FROM OTHER SOURCES:
Community input from Community Revitalization meetings and special group forums, and annual Action Plan public meetings.

STAFF REFERENCE: Should the City Council have any questions, they may contact Ray Lai, at 450-2335 or e-mail rlai@decaturil.gov or Richelle D. Irons @ 450-2320 or email rirons@decaturil.gov

BUDGET/TIME IMPLICATIONS:
Deadline for submission to IHDA is February 15, 2019.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Cover Letter	Backup Material
Presentation	Exhibit

Resolution_____

RESOLUTION AUTHORIZING SUPPORT OF A LOW INCOME HOUSING TAX CREDIT APPLICATION BY GREENWOOD PRESERVATION, LLC, WITH ILLINOIS HOUSING DEVELOPMENT AUTHORITY FOR THE RENOVATION OF GREENWOOD MANOR APARTMENTS

WHEREAS, the Decatur City Council has received a request from Greenwood Preservation, LLC, for support of their application to the Illinois Housing Development Authority (IHDA) for low income housing tax credits to finance renovation of the aging 108-unit Greenwood Manor Apartments for use as Affordable Housing Apartments; and

WHEREAS, the City Council as part of the Community Revitalization effort deems it in the public interest and general welfare of the City that affordable rental housing that is accessible, energy efficient, healthy, safe and well-maintained be made available to the residents of the City of Decatur; and

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

SECTION 1. The City Council of Decatur hereby supports the application made by Greenwood Preservation, LLC to the Illinois Housing Development Authority for Low Income Housing Tax Credits for renovation of the existing 108-unit apartment complex known as Greenwood Manor Apartments and providing Affordable Housing as part of the Community Revitalization efforts of the City of Decatur.

SECTION 2. The City Council hereby authorizes Mayor Julie Moore Wolfe, City Council and Interim City Manager and/or Director of Economic and Community Development to provide letters of support and related documentation necessary to secure threshold points in support of Greenwood Preservation, LLC's efforts in applying for Low Income Housing Tax Credits from the Illinois Housing Development Authority.

PRESENTED AND ADOPTED this 4TH day of February 2019

_____

Julie Moore Wolfe, Mayor

ATTEST:

_____

City Clerk

CONSULTING GROUP

REAL ESTATE DEVELOPMENT

FINANCE

COMMERCIAL BROKERAGE

1425 SOUTH 18TH STREET

SAINT LOUIS, MO 63104

314·771·5335

314·771·7268 Fax

www.ndconsulting.com

January 31, 2019

Mayor Moore-Wolf & City Council of Decatur
Decatur City Hall
1 Gary K. Anderson Plaza
Decatur, IL 62523

RE: Project Support for IHDA PID 11663 Greenwood Manor Apartments

Dear Mayor Moore-Wolfe & City Council:

Please find enclosed a board packet reviewing our Rehab plans for the Greenwood Manor Apartments. We submit this packet to you for your review of our proposed plans and support for the project. We are applying to IHDA for Low Income Housing Tax Credit Funds and any and all support from the mayor, the council and the community will speak volumes to those reviewing the application at IHDA.

We will be in attendance at the board meeting February 4th to answer any questions you may have. We look forward to meeting you all and for your support of the project.

Sincerely,

KENNETH W. NUERNBERGER, Principal • MICHELE DUFFE, Principal

ND CONSULTING GROUP

Greenwood Preservation Apartments

ND Consulting Group

- Develop Comprehensive Master Plan
- Manage Development Process
- Solicit Proposals and Select Team Members
- Prepare Applications
- Financial Analysis
- Secure Loans and Equity
- Provide Compliance and Management Advice

Heritage Behavioral Health Center

- Local social services partner
- Offer space within Greenwood Manor for social service programing
- Connect tenants to necessary social services including job training, healthcare, financial counseling, etc.

Note: Based on preliminary discussions

Grice Group Architects

- Develop Comprehensive Master Plan for site & building
- Experience with Multi Family Housing & Building rehabs
- Draft Project Scopes of Work
- Solicit Proposals and Select Team Members
- Monitor Construction

Brunaugh Construction Co.

- Provide Building Options / Life Cycle Studies
- Select Product That Best Serves Residents and Client
- Establish Budget & Bid Construction Work
- Work with local Subcontractors and Unions
- Manage Construction
- Manage Compliance Reporting: Prevailing Wage, M/W/DBE, etc.

Successful Development

Greenwood Apartments

- NDCG has completed over $100,000,000 in housing developments since 2001
- Responsible for creating 1,000+ units of housing
- Projects recognized by state and local agencies

Our Philosophy

- Close Relationship to Community including subcontractors
- Quality Projects
- Sustainability
- High Tenant Standards
- Rigid Maintenance Standards
- Positive Impact on Surrounding Community
- We Become Part of the Community

When taking a Neighborhood Approach, our Development Team has Experience!

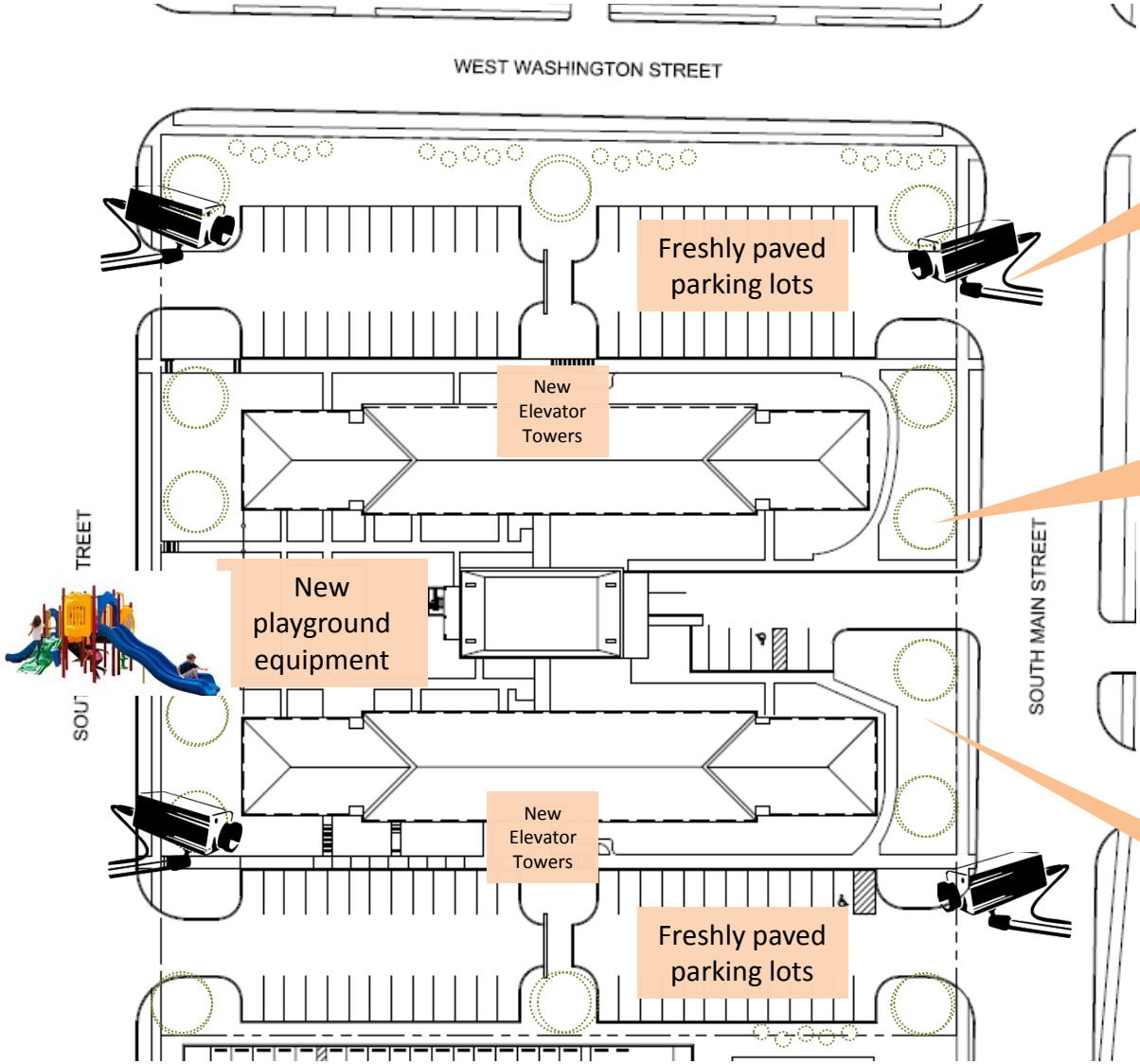
- Salisbury Park Phases I, II and III
- Irving School
- Eliot Apartments
- Hyde Park South
- Multiple projects with the Columbia Housing Authority
- Nathanial Rivers Place Apartments

CONSULTING GROUP

What will this rehab do for the City of Decatur?

- Bring old and tired living units into the 21st century
- Create a safe, clean & healthy living community to an existing neighborhood
- Integrate tenants with existing neighborhood and community support systems
- Allow continued access to affordable housing
- Meet the demand for affordable housing within the greater city of Decatur.

Proposed Site Upgrades:

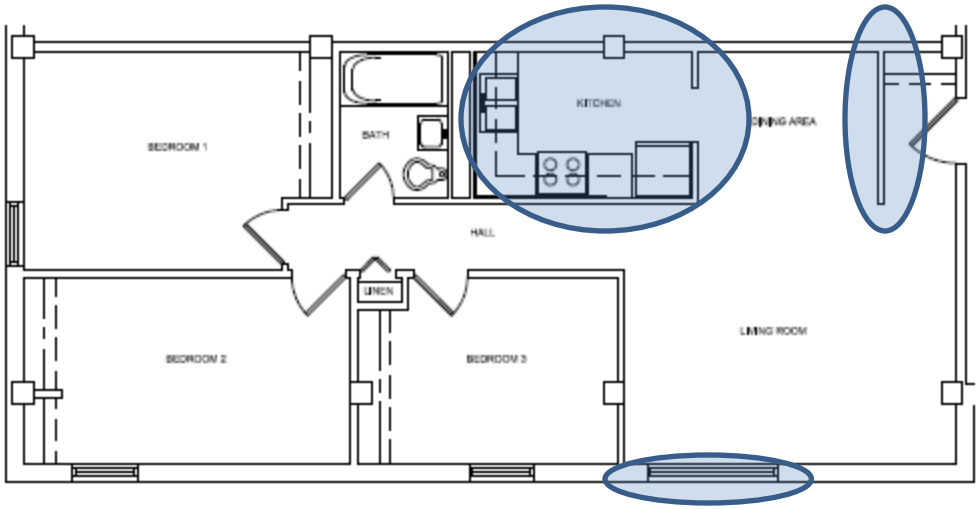


Enhanced site security & lighting

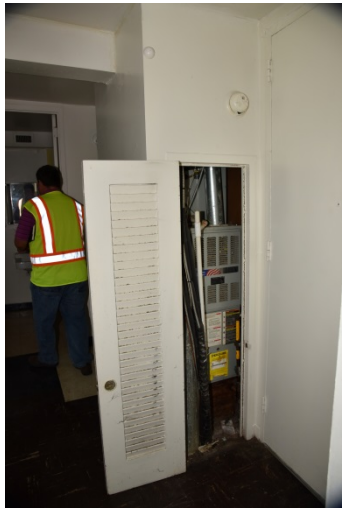
Enhanced curb appeal through scale appropriate landscaping

New property signage

Typical Existing 3 Bedroom Apartment:



809 SQ FT

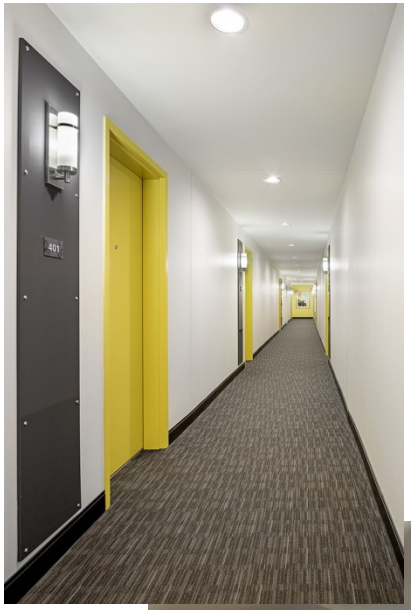


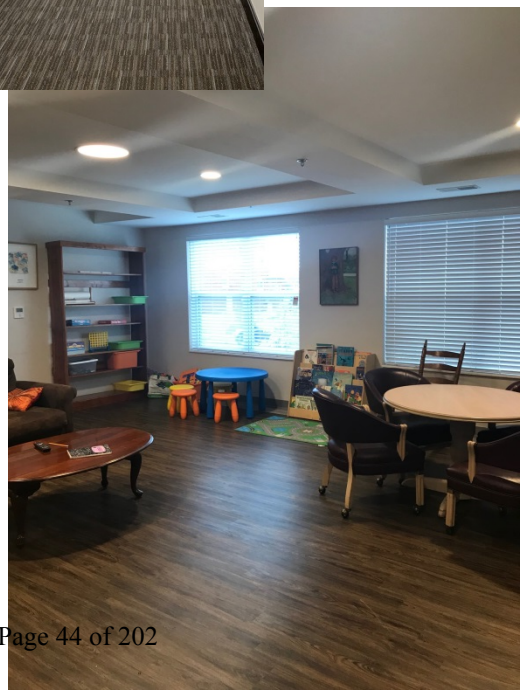
Proposed modifications:

- Installation of Fire Sprinkler System
- Open kitchen plan and eliminate wall at unit entry door.
- New kitchen cabinets and appliances
- New flooring throughout
- New Energy Efficient windows throughout
- New bathroom fixtures and tub surrounds
- New LED light fixtures throughout
- Fresh paint throughout unit
- Replace existing HVAC System

Building Wide Updates:

- Improved lighting in corridors
- Improved security cameras and entry system
- On site office space for Social Services
- Fire sprinkler System
- Community space that is warm and welcoming





Sample Unit Interiors:

- New Kitchen cabinets & appliances
- New flooring
- New bathroom fixtures
- Fresh coat of paint!

Sample Unit Interiors:

- New Kitchen cabinets & appliances
- New flooring
- New bathroom fixtures
- Fresh coat of paint!

Project Impact on City of Decatur

- Investment in Existing Apartment Complex :

  Total Construction cost- $8.1MM (approx. $75,000/ unit)

  Total Development Cost = $14.4MM

- Proposed Partnership with local Financial Institution

  Busey Bank

- Partnership with local Subcontractors and Union Laborers

  To the greatest extent possible General Contractor plans to use local subcontractors and Union laborers of all trades

CONSULTING GROUP

Schedule for "Low-income tax housing credits"

(APPLICATIONS TO THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY)

• Deadline for Submission to IHDA	February 15, 2019
• IHDA Selection of Projects	May 2019
• Conditional Commitment	June 2019
• Finalize Drawings / Construction Pricing	September 2019
• Begin Construction	January 2020
• Construction Completion	July 2021

Public Works

DATE: 1/28/2019

MEMO: 2019-07

TO:
Honorable Mayor Moore Wolfe and City Council

FROM: **Billy Tyus, Interim City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz Inc. for Lake Office Parking and Pier Improvement Project, City Project 2018-36

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum 2019-07 and related attachments.

COPY:
Christy-Foltz, Inc.
Entler Excavating Co., Inc.

ATTACHMENTS:

Description	Type
2019-07 Council Memorandum Award Contract to Christy-Foltz, Inc. for Lake Office Parking & Pier Improvement	Cover Memo
Resolution with Project/Contract Book 2018-36	Resolution Letter
2019-07 Bid Tabulation City Project 2018-36	Backup Material
2019-07 Location Map Lake Office Parking & Pier Improvement, CP 2018-36	Backup Material

Public Works Memorandum
NO. 2019-07

DATE: **January 28, 2019**

TO: **Honorable Mayor Moore Wolfe and City Council**

FROM: **Billy Tyus, Interim City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT: **Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz Inc. for Lake Office Parking and Pier Improvement Project, City Project 2018-36**

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the Lake Office Parking and Pier Improvement project, City Project 2018-36, to Christy-Foltz Inc., as the lowest, responsible bidder in the amount of $389,707.88 and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

There has been no prior Council action on this project.

BACKGROUND:

The pavement around the Lake Services Office (Lake Office) at 1101 S. Lake Front Road, including the pavement along the pier directly south of the office, has reached the end of its useful life. Maintenance should prevent more costly repairs in the future and will help beautify this part of the lake front. The asphalt parking areas around the Lake Office will get a fresh course of asphalt after repairing some base failures. The pavement on the pier will be removed and replaced with concrete with a stamped pattern. The sidewalk will also be replaced around the Lake Office.

This project was originally let on August 9, 2018, but City staff did not move forward with the project to try to get more competitive bids in early 2019.

Letting Results

The project scope and specifications were prepared by the Engineering Division. The project was advertised on January 9, 2019, and bids were opened on January 24, 2019. The results of the letting are as follows (bid tabulation attached):

Bidder	Bid Price	Compared to Engineer's Est. Over (Under)
Christy-Foltz, Inc.	**$389,707.88**	**4.35%**
Entler Excavating Company, Inc.	**$439,248.65**	**17.61%**
Engineer's Estimate	**$373,466.47**	**------**

Five contractors took out bid packages and attended the pre-bid meeting. Three of those submitted bids with one of those being non-responsive. Christy-Foltz, Inc. provided the lowest responsible bid at 4.35% above the engineer's estimate. Christy-Foltz, Inc. has successfully completed many jobs of this type for the City.

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

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

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

Subcontracting is not a requirement for City Projects. Christy-Foltz will self-perform 41.8% of the contract and subcontract out the other 58.2% with 10.1% being performed by Minority Business Enterprises (MBE).

SCHEDULE:

This work is expected to start in February or March 2019, as weather allows, and completed by May 17, 2019.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The $389,707.88 in funding for this project is allocated in the Water Fund.

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

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: None

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

This memorandum was prepared by Griffin Enyart, P.E., Assistant City Engineer.

LEGAL REVIEW: The project plans and specifications were reviewed and approved by Legal Counsel on July 5, 2018.

Attach: 3

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CHRISTY-FOLTZ, INC. FOR LAKE OFFICE PARKING AND PIER IMPROVEMENT, CITY PROJECT 2018-36

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

Section 1. That the tabulation of bids received for City Project 2018-36, Lake Office Parking and Pier Improvement project be, and they are hereby, received and placed on file.

Section 2. That the bid of Christy-Foltz, Inc., be accepted and a contract awarded accordingly, and that said contract between Christy Foltz, Inc. and the City of Decatur is for a total amount of $389,707.88.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Christy-Foltz, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $389,707.88.

PRESENTED and ADOPTED this 4th day of February, 2019.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A

PROJECT MANUAL

LAKE OFFICE PARKING AND PIER IMPROVEMENT

CITY PROJECT 2018-36

January 2019

a project of the

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

FOR BIDDING

CITY OF DECATUR

LAKE OFFICE PARKING AND PIER IMPROVEMENT

Julie Moore Wolfe, Mayor

Dana M. Ray	Pat McDaniel
Bill Faber	Lisa Gregory
David Horn	Chuck Kuhle

Billy Tyus .....Interim City Manager
Wendy Morthland ..... Corporation Counsel
Kim Althoff.....City Clerk
Gregg Zientara ..... City Treasurer
Matthew Newell..... Public Works Director

CITY OF DECATUR

LAKE OFFICE PARKING AND PIER IMPROVEMENT

CITY PROJECT 2018-36

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***10:00 A.M., Thursday, January 24, 2019***, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

LAKE OFFICE PARKING AND PIER IMPROVEMENT
CITY PROJECT 2018-36

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

Repaving a parking lot with approximately 800 tons of Hot-Mix Asphalt. Replacing the pavement along a pier with approximately 900 square yards of stamped concrete. Project includes sidewalk, fencing, pipe underdrain, and pavement striping.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON WEDNESDAY, JANUARY 16, 2019, AT 1:30 P.M. IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.**

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

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

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

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

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.

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

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

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

9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

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

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

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

REJECTION OF BIDS:

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

January 9, 2019	Matthew C. Newell
Date Advertised	Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **Lake Office Parking and Pier Improvement**

City Project No.: **2018-36**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

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

5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com.

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

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

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

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
2. Minority workers should perform **18%** of the total hours worked.

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

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Subcontractor Utilization Statement** and **MBE Subcontractor Information Form** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

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

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.

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

F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

BID PROPOSAL

RETURN WITH BID

For Construction of: **Lake Office Parking and Pier Improvement**

City Project No.: **2018-36**

Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
1	1/18/19	MSS

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

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

	SUBCONTRACTOR	TYPE OF WORK
1.	DUNN COMPANY	ASPHACT
2.	VARSITY STRIPING	PAVEMENT MARKING
3.	GENERAL FENCE	FENCING
4.	MARENCO ENTEPRISES	UNDERGROUND UTILITIES
5.	ANDERSON BACKHOE	DEMOLITION

2018 Lake Office Parking and Pier Improvements
City Project 2018-36
January 18, 2019

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
LAKE OFFICE PARKING AND PIER IMPROVEMENTS
CITY PROJECT 2018-36
DATED JANUARY 2019

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated January 18, 2019, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid meeting on January 16, 2019.

2.02 Replace the Subcontractor Utilization Statement on Page 18 with the Subcontractor Utilization Statement included with this addendum.

AD-1-3 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

3.01 The following shall be ~~removed~~ and **added** from Section 108.01 of the Standard Specification for Road and Bridge Construction.

108.01 Subcontracting. The contractor shall not subcontract, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of his/her right, title, or interest therein, without written consent of the Engineer. Notwithstanding consent to subcontract approved by the Engineer, the Contractor shall perform with the Contractor's own organization, work to not less than ~~50~~ **25** percent of the total contract cost, and with materials purchased or produced by the Contractor.

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

END OF ADDENDUM NO. 1

City Engineer: _____ Date: 1/18/19

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

RETURN WITH BID

Subcontractor Utilization Statement

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Totals				

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

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

Section V:

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

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

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

Signature of Prime Contractor

Date

Pre-bid Meeting Minutes
for

LAKE HOUSE PARKING AND PIER IMPROVEMENTS

CITY PROJECTS 2018-36

Public Works Conference Room
1:30 p.m., Wednesday, January16, 2019

I. Introduction

Introductions by Matt Newell, Public Works Director. This is a mandatory pre-bid meeting. Only those bidders who are listed on the attendance sheet will be allowed to bid on the project.

II. Project Review

The Project consists of removing and replacing, with concrete, the pavement on the pier south of the Lake House at 1101 S. Lake Front Road, in addition to re-paving the parking lot to the north with asphalt. The concrete on the pier will be partially stamped with stamps available at the City's Municipal Services Center. The fence around the pier will be replaced with a similar fence to what is there now that is vinyl coated. In the parking lot and around the Lake House, there will be some asphalt milling close to the lake, and some asphalt patches in locations shown on the plans. There will also be pipe drains installed, bollards, parking blocks, and pavement striping.

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

A. Policy

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

B. Definitions

The Prospective bidders are directed to the handout that provides an excerpt of the State's definition of a minority. According to 30 ILCS 575/2, a minority person is: American Indian or Alaska Native; Asian; Black or African American; Hispanic or Latino; Native Hawaiian or Other Pacific Islander.

C. Project Goals and Good Faith Efforts

1. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

2. The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. Discuss options to assist in "actively and aggressively" seeking this participation.

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

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

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

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

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

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

IV. Other Items

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

Questions:

1. *How does one verify if a worker is a minority?*

Answer: The City does not verify the ethnicity of a contractor's worker. That could change if a complaint is made.

2. *Do you have to show outreach, if you meet the 10% goal?*

Answer: No

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

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

SECTION 10-1. POLICY:

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

A. Ensuring non-discrimination in the award and administration of City public works contracts;

B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works contracts;

C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;

D. Promoting the use of MBE and minority workers in City public works projects;

E. Ensuring the minority participation goals are narrowly tailored in accordance with applicable law;

F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE and minority workers;

SECTION 10-2. DEFINITIONS:

A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.

B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

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

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

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

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

B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals.

C. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.

E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

(i) Soliciting through all reasonable and available means the interest of MBE and minority workers;

(ii) Outreach and recruitment efforts of MBE and minority workers;

(iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;

(iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

(v) Negotiating in good faith with MBE and firms that employ minority workers;

(vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

(vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

(viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;

(ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

(x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; *[This is provide through Prevailing Wage documentation]*

(xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. <u>PROGRAM ADMINISTRATION:</u>

A. The Public Works Director, or his designee, shall:

(i) Administer and enforce the provisions of this Article;

(ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. <u>PENALTIES:</u>

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   (i) The project is essential for city operations;
   (ii) Emergency circumstances require a waiver;
   (iii) Evidence of a good faith effort by the contractor;
   (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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

Pre-Bid Sign-In Sheet

Lake Office Parking and Pier Improvement Project

City Project 2018-36

January 16, 2019 @ 1:30 P.M., Public Works Conference Room

Name / Email Address	Representing	Phone Number / Fax Number	In Person (P) Conference Call (C)
1) DALLAS FINLEY Email: DALLASF@CHRISTY-FOLTZ.COM	CHRISTY - FOLTZ	217-428-8601	P ✓ C
2) DARIN LIPPOLT Email: Lippoltd@dunnco.com	DUNN Co.	217-429-4448	P I C
3) D.J. Morgeson Email: dj.morgeson@dunnco.com	Dunn Co	217-429-4404	P C
4) J Entler Email:	Entler	217855-4694	P C
5) Keith Alexander Email:	City		P ✓ C
6) Joe Nihiser Email:	City		P ✓ C
7) CHRIS SHEPPARD Email: csheppard@stellarengineeringllc.com	STELLAR ENGINEERING	217-419-9571	P P C
8) John Kinney Email: Kinney@roadbuilder.net	Kinney Contractors		P C ✓
9) Griffin Enyart Email:	City		P C
10) Kyle Houston Email:	City		P C
11) Matt Newell Email:	City		P C
12) Email:			P C
13) Email:			P C
14) Email:			P C
15) Email:			P C

RETURN WITH BID

DATE 1/24/ **, 2019**

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

Tax ID #: _____

Business Address &
E-mail Address _____

_____

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

By: _____

Business Address &
E-mail Addresses _____

_____

Names of All Members of
Firm _____

_____

(If a Corporation)
Corporate Name Christy-Foltz, Inc. (SEAL)

By: _____
President

Business Address &
E-mail Addresses 740 S. Main St., Decatur, IL 62521

mitchs@christy-foltz.com

Names of Officers

Mitchell Schinzler
President

Kim Kenney
Secretary

Tom Dickes
Treasurer

Attest: _____
Asst. Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
LAKE OFFICE PARKING AND PIER IMPROVEMENT
CITY PROJECT 2018-36

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
40600100	BITUMINOUS MATERIAL (PRIME COAT) RC70/CSS-1h	LB	4,309.18	0.68	2,930.24
40600982	HOT-MIX ASPHALT SURFACE REMOVAL-BUTT JOINT	SQ YD	416.70	12.86	5,358.76
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	804.38	112.45	90,452.53
42000301	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	315.00	94.63	29,808.45
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,187.43	13.51	16,042.18
44000100	PAVEMENT REMOVAL, 8 INCH	SQ YD	875.00	30.50	26,687.50
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1-1/2 INCH	SQ YD	1,467.00	9.71	14,244.57
44000600	SIDEWALK REMOVAL	SQ FT	1,187.43	7.56	8,976.97
44201705	CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	45.00	59.25	2,666.25
44201711	CLASS D PATCHES, TYPE IV, 3 INCH	SQ YD	1,047.71	50.20	52,595.04
60100925	PIPE DRAIN 8 INCH	FOOT	185.00	92.00	17,020.00
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SQ FT	31.20	9.45	294.84
78000200	THERMOPLASTIC PAVEMENT MARKING 4 INCH	FOOT	5,445.00	1.55	8,439.75
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	FOOT	13.00	8.40	109.20
X0300019	REMOVE & RE-INSTALL PARKING BLOCKS	EACH	9.00	115.00	1,035.00
X1700128	STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	560.00	92.36	51,721.60
X6640001	42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL COATED BROWN)	FOOT	625.00	29.00	18,125.00
Z0004002	BOLLARDS	EACH	4.00	800.00	3,200.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	LSUM	1.00		$40,000

TOTAL BID $ 389,707.88

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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	1/24/19	Project Title:	LAKE OFFICE PARKING & PIER IMPROVEMENT
Total Contract Value:	389,707.88	Project Number:	2018-36

Section I: Prime Contractor Information

Prime Contractor: CHRISTY-FOLTZ, INC.

Address: 740 S. MAIN ST.
DECATUR IL 62521

Phone: 428-8601

Contact Person: BRIAN BLADE

Email: BRIANB@CHRISTY-FOLTZ.COM

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
ANDERSON BACKHOE	MBE	23,437	6.0%	DEMOLITION
MARENCO ENTERPRISES	MBE	16,095	4.1%	UNDERGROUND UTILITIES
DUNN COMPANY	NON MBE	161,233	41.4%	ASPHALT
GENERAL FENCE	NON MBE	17,353	4.5%	FENCING
VARSITY STRIPING	NON MBE	8,444	2.2%	PAVEMENT MARKING
Totals				

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
ANDERSON BACKHOE	TELEPHONE	BIDDER
MARENCO ENTERPRISES	TELEPHONE	BIDDER
SANCHEZ CONST. SERVICES	EMAIL	NO RESPONSE
ICD IRONHORSE INC.	EMAIL	NO RESPONSE
D2K TRAFFIC EQUIP. & DESIGN	EMAIL	NO RESPONSE

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

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

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

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

Signature of Prime Contractor

1/24/19
Date

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

Notification of Change in Participation

Date:	1/24/19	Project Title:	LAKE OFFICE PARKING & PIER IMPROVEMENT
		Project Number:	2018-36

Prime Contractor: CHRISTY-FOLTZ, INC.

Address: 740 S. MAIN ST.
DECATUR, IL. 62521

Phone: 428-8601

Contact Person: BRIAN BLADE

Email: BRIANB@CHRISTY-FOLTZ.COM

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

From Name:	CHRISTY-FOLTZ, INC.		To Name:	ANDERSON BACKHOE	
Address:	740 S. MAIN ST. DECATUR IL 62521		Address:	2868 E. WOOD ST. DECATUR, IL 62521	
Phone:	428-8601		Phone:	~~428-8601~~ 429-6060	
Status:	☐ MBE	☒ Non-MBE	Status:	☒ MBE	☐ Non-MBE
			Contract Amount:	23437	
Will the scope of work change?	☐ Yes	☒ No	% of Total Contract:	6.0%	

Describe the scope of work change: NO CHANGE

Reason for subcontractor change: EFFORT TO MEET MBE GOALS

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

1/24/19
Date

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

Notification of Change in Participation

Date:	1/24/19	Project Title:	LAKE OFFICE PARKING & PIER IMPROVEMENTS
		Project Number:	2018-36

Prime Contractor: CHRISTY-FOLTZ, INC.

Address: 740. S. MAIN ST.
DECATUR IL 62521

Phone: 428-8601

Contact Person: BRIAN BLADE

Email: BRIANB@CHRISTY-FOLTZ.COM

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

From Name:	BURDICK MECHANICAL		To Name:	MARENCO ENTERPRISES	
Address:	1175 N. 20TH DECATUR IL 62521		Address:	3490 LEGHORN RD. CLINTON, IL 61727	
Phone:	429-2385		Phone:	693-2484	
Status:	☐ MBE	☒ Non-MBE	Status:	☒ MBE	☐ Non-MBE
			Contract Amount:	16,095	
Will the scope of work change?	☐ Yes	☒ No	% of Total Contract:	4.1%	

Describe the scope of work change: NO CHANGE

Reason for subcontractor change: EFFORT TO MEET MBE GOALS

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

1/24/19
Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	1/24/19	Project Title:	LAKE OFFICE PARKING & PIER IMPROVEMENTS
Total Contract Value:	389,707.88	Project Number:	2018-36

Section I: MBE Subcontractor Information

Subcontractor: ANDERSON BACKHOE

Address: P.O. BOX 753
DECATUR IL 62525

Phone: 429-6060

Contact Person: MELVIN ANDERSON

Email:

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
DEMOLITION: PAVEMENT & SIDEWALK	23,437	6.0%

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

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

Prime Contractor Signature	Print
Mitch Schinzler	MITCHELL SCHINZLER
Title	**Date**
PRESIDENT	1/24/19

Subcontractor Signature	Print
	MELVIN ANDERSON
Title	**Date**
OWNER	1/24/19

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	1/24/2019	Project Title:	Lake Office Parking and Pier Improvements
Total Contract Value:		Project Number:	2018-36

Section I: MBE Subcontractor Information

Subcontractor: Marenco Enterprises LLC

Address: 3490 Leghorn Rd
Clinton IL 61727

Phone: 217-693-2484

Contact Person: Mirna E. Willoughby

Email: Mirna.Marenco.Ent@gmail.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Storm Utilities	$16,095	

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

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

Prime Contractor Signature	Print
Mitch Schinzler	Mitch Schinzler
Title	**Date**
President	1/24/19

Subcontractor Signature	Print
Mirna Willoughby	Mirna E. Willoughby
Title	**Date**
President	1/24/2019

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

Final Subcontractor Participation Documentation

Date:	1/24/19	Project Title:	LAKE OFFICE PARK & PIER IMPROVEMENTS
Total Contract Value:	389,707.88	Project Number:	2018-36

Section I: Prime Contractor Information

Prime Contractor: CHRISTY-FOLTZ, INC.

Address: 740 S. MAIN ST.
DECATUR IL 62521

Phone: 428-8601

Contact Person: BRIAN BLADE

Email: BRIANB@CHRISTY-FOLTZ.COM

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
DUNN COMPANY	161,233.00	42%		
GENERAL FENCE	17,353.00	4%		
VARSITY STRIPING	8444.00	2%		
Non-MBE Subcontractor Total	187,030.00	49%		

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
ANDERSON BACKHOE	23,437	6%		
MARENCO ENTERPRISES	16,095.00	4%		
MBE Subcontractor Totals				

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

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

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

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

Signature of Prime Contractor

4/24/19
Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois

COUNTY OF Macon

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

Signed:

Mitch Schinzler

Title President

Subscribed and sworn to before me this 24 day of January, 2019.

(SEAL)

"OFFICIAL SEAL"
SHEILA A JACKMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02-03-2019

Sheila A. Jackman

Notary Public

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

CONTRACT

THIS CONTRACT, made and entered into this 4th day of February, 2019, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Christy-Foltz, Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"LAKE OFFICE PARKING AND PIER IMPROVEMENT, CITY PROJECT 2018-36",** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by May 17, 2019.**

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Supplemental Specifications
Performance Bond	Appendix(s)
Addenda No. 1 Dated 1/18/2019	

CONTRACT

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

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

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

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

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

ATTEST: CITY OF DECATUR, ILLINOIS

_____ By _____

CITY CLERK MAYOR

CHRISTY-FOLTZ, INC.

_____ By _____

SECRETARY (Corporate Seal) PRESIDENT

City of Decatur, Illinois

Contract Bond

Project LAKE OFFICE PARKING AND PIER IMPROVEMENT

Project Number 2018-36

We, Christy-Foltz, Inc.

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

as PRINCIPAL, and _____

_____ as SURETY,

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

Three Hundred Eighty-Nine Thousand, Seven Hundred Seven and 88/100 ----------

_____ Dollars ($389,707.88), lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

_____ (Company Name)

By: _____ (Signature & Title)

Attest: _____ (Signature & Title)

_____ (Company Name)

By: _____ (Signature & Title)

Attest: _____ (Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

_____

_____

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

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

SURETY

_____ (Name of Surety)

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

STATE OF ILLINOIS. **(SEAL)**

COUNTY OF _____

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

_____

_____

(Insert names of individuals signing on behalf or SURETY)

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

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

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

CITY OF DECATUR

Approved this 4th day of February, A.D. 2019

Attest:

Kim L. Althoff

City Clerk

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

GENERAL CONDITIONS

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GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE

The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of any and all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the State of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract.

Workers' Compensation and Employer's Liability:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended.

Employer's Liability	
a. Each Accident	$500,000
b. Disease - policy limit	$500,000
c. Disease - each employee	$500,000

Commercial General Liability:

General Aggregate Limit	$2,000,000
Products - Completed Operations	$2,000,000
Each Occurrence Limit	$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	$1,000,000

The policy shall cover owned, non-owned and hired vehicles.

GC-1 CERTIFICATE OF INSURANCE (Continued)

Certificate:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees as an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

Notice:

It shall be an affirmative obligation upon the contractor to advise the City's Representative at Fax No. (217) 424-2799 or mail to CITY ENGINEER, 1 GARY K. ANDERSON PLAZA, DECATUR, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

NOTICE: THIS CONTRACT WILL NOT BE AWARDED UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH A CONTRACT PERFORMANCE BOND AND PROOF OF INSURANCE.

GC-2 CLEAN UP

The Contractor shall at all times keep the premises free from accumulations of surplus excavated material, waste material or rubbish caused by their employees or work.

Upon completion of the work, the Contractor shall remove all their rubbish from and about the structures, buildings, and premises, also all their tools, equipment, scaffolding and surplus materials, and shall leave their work clean, ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge cost of removals to the Contractor or separate contractors, if any, in proportion to amounts determined by the Engineer to be just.

GC-3 CONSTRUCTION STAKING

The Engineer shall provide basic line and grade staking for construction. Such basic line and grade shall be limited in general to:

(1) not more than two base lines (generally perpendicular to each other) and one bench mark for a building, a plant site or a major structure; and

(2) centerline stakes and offset grade stakes, where applicable, at all changes in direction, manhole location, special structure, or similar critical location, together with bench marks, as may be necessary, along the line of work for utility distribution and transmission lines.

Any additional (detailed) construction staking shall be provided by the Contractor, who shall be fully responsible for transfer of data from the basic lines and grades provided by the Engineer. Detailed construction staking shall generally include such items as slope stakes, intermediate centerline stakes, additional offset grade stakes and similar work. The Contractor shall also be responsible for setting of all offsets, lines, string lines, reference points, reference grades, and similar control data required to execute the work under this contract.

The Contractor shall furnish all marking paint, stakes, hubs, lath or similar materials necessary for additional (detailed) construction staking, and shall provide manual assistance (rodmen) to assist the Engineer in checking or confirming the detailed staking, to whatever extent the Engineer deems necessary. Such checking, or the absence of it, by the Engineer shall in no way relieve the Contractor from full responsibility for the accuracy and adequacy of the detailed construction staking.

All costs of materials and labor occasioned by the Contractor's responsibilities as listed above, shall be borne by the Contractor and shall be included in the respective bid prices of the various items work.

GC-4 CONTRACT WARRANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

GC-5 CONTRACTOR AVAILABILITY

At all times when work is being performed (by Contractor himself or subcontractor), the prime Contractor shall have on the job site someone in their direct employ who is capable of meeting with the Engineer and making decisions. If authorized by the Engineer, this condition may be satisfied by having a telephone number or someone who satisfies the above requirements.

GC-6 COORDINATION

Cooperation between the Contractor, City and Property Owners is imperative. The responsibility and cost to maintain access is borne by the Contractor. The costs for temporary walks and driveways if necessary are to be incidental to the related bid items unless specifically paid as a separate item.

GC-7 DUST CONTROL

As a part of their construction obligation, the Contractor shall make every reasonable effort to control dust throughout the construction area. Dirt, sand or other materials scattered over traveled areas shall be disposed of by sweeping, flushing or other appropriate measure. Temporary surfacing shall be continually maintained to avoid loose materials or dust pockets.

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

The quantities for this job are estimates only. These estimated quantities are used for establishing unit prices. The City reserves the right to increase, decrease, or omit any of the estimated quantities in this project. No additional compensation will be allowed for these changes.

GC-9 FAIR EMPLOYMENT PRACTICES

The Contractor and all subcontractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause as contained in the Special Conditions of the Contract.

The Contractor and all subcontractors are to make a good faith effort to comply with the Minority Participation Goals set forth in Section 28-10 of the City Code. Documentation is to be provided on all good faith efforts to comply with the participation goals. This will include, but not be limited to, entering weekly certified payroll reports, contract and subcontract information, and payment verification through **ePrismSoft**, a web-based compliance tracking software. Access to **ePrismSoft** is provided by the City of Decatur.

GC-10 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Decatur, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the Contractor, any Subcontractor of the Contractor, or any officer employee or agent of the Contractor. The obligations of this Section shall not apply to damages which the City of Decatur shall become liable by final judgment to pay to a third party as the result of the negligent act, error or omission of the City of Decatur, its officers, employees or agent of the City of Decatur.

GC-11 INSPECTION

The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs connected with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used provided they meet the approval of the City.

GC-12 LANE CLOSURE PERMITS

It is the Contractor's responsibility to obtain all necessary lane closure permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-13 LIQUIDATED DAMAGES

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

Schedule of Deductions for Each Day of Overrun in Contract Time			
Amount Based on All Work not completed by the applicable completion date.		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
$ 0	$ 100,000	$ 475	$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	6,775	9,525

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date. When the time limit is specified as working days, the daily charge will be made for each additional working day, computed as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction, dated April 1, 2016, published by the Illinois Department of Transportation. If contracts are awarded on the basis of a multiple bid, the contract amounts of the individual contracts comprising the multiple bid will be totaled and the daily charge shall be that required for such total amount.

GC-14 LOCATION OF UTILITIES

Prior to commencing construction, the Contractor shall contact JULIE (1-800-892-0123), and those agencies listed below to secure utility locations and data:

City of Decatur	(JULIE Member)
Ameren	(JULIE Member)
AT&T	(JULIE Member)
Comcast Communications	(JULIE Member)

The Contractor shall be held responsible for protecting all utilities and in the event the contractor damages any of them, they shall be replaced by the Contractor to the satisfaction of the utility owner at their own expense.

GC-15 MEASUREMENT AND PAYMENT

Payment shall be made only for those items listed in the Schedule of Prices in the Contractor's proposal, except as extra work may be directed by the Engineer, in writing, during construction. Miscellaneous items of work not specifically listed in the Contractor's proposal shall be considered incidental to the contract work and the cost thereof shall be included in the appropriate contract bid item.

GC-16 METHOD OF PAYMENT

Requests for partial payment may be submitted in writing by the Contractor to the Engineer, generally on a monthly basis. Requests shall make an approximate estimate of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. Copies of the certified payroll for employees of the Contractor and for the respective subcontractors should be submitted through ePrismSoft. Copies of the invoices for materials and equipment actually on the job site for which payment is requested by the Contractor shall be included in the request.

The City will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than $500.00. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

GC-16 METHOD OF PAYMENT (continued)

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

GC-17 NO PARKING SIGNS

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath (drawing contained in these specifications) and a suitable quality and quantity of paint to erect "No Parking" signs, and to mark utilities. This cost will be considered incidental to the contract.

GC-18 PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-19 DOCUMENTATION OF EXISTING CONDITIONS

The Contractor shall provide digital video and/or detailed photographs of existing facilities along the route or area of all construction, prior to the start of such construction. Construction of this facility will generally be along street right-of-way containing trees, bushes, fences, driveways and similar items. Special attention shall be given to coverage of the entire easement and immediate adjacent areas which might be disturbed during construction.

The video and/or photographs shall be adequate to serve as a basis for comparison in determining whether the terms of the specifications with respect to replacements, restoration and/or preservation of existing surfaces have been complied with. Copy(s) of the video and/or photographs taken shall be given to the Engineer for his files. The cost for this item shall be included in the respective prices for the various items of work.

GC-20 PREVAILING WAGE RATES

The Contractor shall supply all weekly prevailing wage documentation, (weekly certified payroll) for both the prime Contractor and their subcontractors through **ePrismSoft**, an electronic web-based compliance tracking software and further comply with all State and Local rules and policies regarding Prevailing Wages. The Engineer will monitor the payroll for compliance with the applicable “prevailing wage rates” as required by the Special Conditions of this contract.

Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

GC-21 PROJECT MAINTENANCE

Should the City become aware of an unsafe condition existing within the scope of this project, the City will attempt to contact the Contractor to resolve the unsafe condition. However, if the City is unable to contact the Contractor's designated representative or if the Contractor fails to respond within a reasonable period, the City will perform the necessary operations and the cost for labor, equipment and materials will be deducted from the contract.

GC-22 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer.

GC-23 SAFETY

The Contractor shall be responsible for the safety of all persons on the work, and shall exercise all necessary precautions and furnish necessary material to provide for the safety and protection of all persons on the work. The Contractor shall comply with the safety provisions of applicable building codes, Municipal, County, State and Federal, and provisions of the Occupational Safety and Health Act of 1970, and the standards established thereunder.

The Contractor is solely responsible for any and all procedures, methods, structures or equipment submitted or employed. The acceptance thereof shall not in any manner relieve the Contractor of any liability whatsoever on account of any procedures or methods employed by them, or due to any failure or movement of any structures or equipment furnished by them.

GC-24 SCHEDULE NOTIFICATION

It shall be the responsibility of the Contractor to notify the Engineering Division, in writing, of the schedule of street closures for the following week. The Engineering Division will notify the local media and return a copy of the approved closure permit and media release to the Contractor.

This work shall be considered as incidental to the contract and no additional compensation will be allowed.

GC-25 TAXES

Pursuant to Department of Revenue, Illinois Retailer's Occupation Tax Rule 15(4), sales of materials for incorporation into Owner's real estate are exempt from retailer's occupation tax and use tax. However, sales of tools, fuel, lumber for forms, and other end use or consumption items which are not incorporated into Owner's real estate are taxable sales.

GC-26 TRENCH AND EXCAVATION SAFETY

The Contractor will comply with all Federal, State and City laws, regulations and procedures governing trench and excavation safety. In no case will trench / excavation protection be less than the standards and regulations established by the "Department of Labor, Occupational Safety and Health Administration 29 CFR Part 1926, Occupational Safety and Health Standards - Excavations; Final Rule."

For trench depths of 5 feet or more, the Contractor shall provide trench protection accordance with the applicable standards and regulations cited. Prior to the commencement of any excavation or trenching activity with anticipated depths of 5 feet or more, the Contractor shall provide to the Engineer, in writing, his procedures for fulfilling the safety requirements for trench / excavation protection. The written statement will include the name and credentials of the competent person, employed by the contractor, who is responsible for trench / excavation safety on the job site.

GC-27 USE OF FIRE HYDRANTS

Prior to any use of fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services Division is located at 2600 North Jasper Street; phone, 217-875-5705. The permit will be issued at no charge to the Contractor.

GC-28 TERMINATION FOR PUBLIC CONVENIENCE

The City may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, cessation of funding from third parties and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in his/her contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified for partially completed items, and no claims for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

GC-28 TERMINATION FOR PUBLIC CONVENIENCE (continued)

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work as required by the contract.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

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SC-1 PREVAILING WAGE RATES

CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur that is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.

2. Any and all contractors and subcontractors bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.

3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.

4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.

5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:

    a. Each worker's name, address, telephone number when available, social security number and classification or classifications;
    b. The number of hours worked each day; and,
    c. The starting and ending time of work each day.

6. All contractors and subcontractors must submit to the City of Decatur certified payroll records every month consisting of a complete copy of the records required to be kept above except for the start and end times.

7. The certified payroll records for both the prime Contractor and their subcontractors should be entered into ePrismSoft, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

8. The certified payroll records must contain a statement signed by the contractor and all subcontractors averring that:

    a. The certified payroll records submitted are true and accurate;
    b. The hourly rate paid to each worker is not less than the general prevailing wage rate required; and,
    c. They are aware and acknowledge that filing certified payroll records they know to be false is a Class B misdemeanor.

9. Certified payroll records submitted to the City of Decatur shall be considered public records pursuant to the Illinois Freedom of Information Act except for employees' addresses, phone numbers and social security numbers.

10. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall comply.

11. Payment to the contractor or any and all subcontractors is expressly conditioned upon strict compliance of the Act, including, but not limited to submittal of certified payroll records.

12. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

SPECIAL CONDITIONS

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's web site. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to,* all wage requirements and notice and record keeping duties.

Macon County Prevailing Wage for August, 2018

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH		H/W	Pension	Vacation	Training	
ASBESTOS ABT-GEN	All	BLD		30.89	32.14	1.5	1.5	2	2	6.3	15.58	0	0.9	0
ASBESTOS ABT-MEC	ALL	BLD		31.56	32.56	1.5	1.5	2	2	8.25	3	0	0	0
BOILERMAKER	All	BLD		37	39.5	1.5	1.5	2	2	7.07	23.72	1.5	1.05	0
BRICK MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
CARPENTER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
CARPENTER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.6	0
CEMENT MASON	All	BLD		32.12	33.1	1.5	1.5	2	2	6.3	16.3	0	0.61	0
CEMENT MASON	All	HWY		31		1.5	1.5	2	2	6.3	16.3	0	0.63	0
CERAMIC TILE FNSHER	All	BLD		31.03	31.03	1.5	1.5	2	2	9.1	10.29	0	0.15	0
ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
ELECTRIC PWR LINEMAN	All	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.5	0
ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
ELECTRICIAN	All	BLD		37	40.7	1.5	1.5	2	2	7.4	10.36	0	0.56	0
ELECTRONIC SYS TECH	All	BLD		32.73		1.5	1.5	2	2	6.95	5.56	1.31	0.4	0
ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
GLAZIER	All	BLD		35.91		1.5	1.5	2	2	6.25	10.2	0	0.68	0
HT/FROST INSULATOR	All	BLD		38.7	39.7	1.5	1.5	2	2	10.26	12.21	3.9	0.7	0
IRON WORKER	E	ALL		32.86	34.76	1.5	1.5	2	2	11.14	12.09	0	1.11	0
IRON WORKER	W	BLD		31.64	33.64	1.5	1.5	2	2	9.82	15.16	0	0.7	0
IRON WORKER	W	HWY		32.52	39.58	1.5	1.5	2	2	9.61	15.14	0	0.7	0
LABORER	All	BLD		28.39	29.64	1.5	1.5	2	2	6.3	16.87	0	0.8	0
LABORER	All	HWY		29.65	30.65	1.5	1.5	2	2	6.3	17.88	0	0.8	0

LATHER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
MARBLE FINISHERS	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	0
MARBLE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
MILLWRIGHT	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.96	0	0.54	0
MILLWRIGHT	All	HWY		34.98	36.73	1.5	1.5	2	2	8.55	18.52	0	0.52	0
OPERATING ENGINEER	All	BLD	1	36.79		1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	2	34.32	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	3	30.53	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	4	38.36	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	1	42.77		1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	2	42.3		0	0	0	0	10.6	9.75	0	1.75	0
OPERATING ENGINEER	All	HWY	3	31.09		1.5	1.5	2	2	8.5	8.25	0	2.34	4.86
OPERATING ENGINEER	All	HWY	4	44.38	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	O&C		34.22	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
PAINTER	All	ALL		31.25		1.5	1.5	2	2	6.3	12.3	0	1.21	0
PAINTER OVER 30FT	All	ALL		32	39	1.5	1.5	1.5	2	10.55	8.2	0	1.25	0
PAINTER PWR EQMT	All	ALL		29.75	31.25	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PILEDRIVER	All	BLD		33.24	35.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
PILEDRIVER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
PIPEFITTER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
PLASTERER	ALL	BLD		30	32	1.5	1.5	2	2	8.4	17.74	0	0.8	0
PLUMBER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.39	0
ROOFER	All	BLD		28.57	31.59	1.5	1.5	2	2	10.8	8.66	0	0.65	0
SHEETMETAL WORKER	All	BLD		33.11	36.11	1.5	1.5	2	2	9.2	15.13	0	0.7	0
SPRINKLER FITTER	All	BLD		42.87	45.62	1.5	1.5	2	2	8.67	9.55	0	0.52	0
STONE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
TERRAZZO FINISHER	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	0
TERRAZZO MASON	ALL	BLD		32.2	32.2	1.5	1.5	2	2	8.57	9.94	0	0.1	0

TILE MASON	All	BLD		32.53	32.53	1.5	1.5	2	2	9.1	10.29	0	0.15	0
TRUCK DRIVER	All	ALL	1	37.16	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	2	37.69		1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	3	37.98	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	4	38.3	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	5	39.32	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	1	29.73	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	2	30.15		1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	3	30.38	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	4	30.64		1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	5	31.46	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TUCKPOINTER	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0

Legend
M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OSA Overtime pay required for every hour worked on Saturdays
OSH Overtime pay required for every hour worked on Sundays and Holidays
H/W Health/Welfare benefit

Explanations MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet. The following list is

considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

SPECIAL CONDITIONS

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. TRUCK DRIVER

- OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type- autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu.

yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street
Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*.
CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck- Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to operating self- propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SC-2 FAIR EMPLOYMENT PRACTICES

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 thereunder.

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

(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 herewith. 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.

END OF SPECIAL CONDITIONS

SPECIAL PROVISIONS
AND
STANDARD SPECIFICATIONS

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The following Standard Specifications shall be used for this project unless otherwise amended by the special provisions of this Section:

The Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", current edition.

The City of Decatur, Department of Public Works, Engineering Division "Construction Standards", dated January 1, 2003.

"Standard Specifications for Water and Sewer Main Construction in Illinois", current edition.

The "Illinois Urban Manual" current version in effect on the date of invitation for bids.

SP-1 DESCRIPTION OF WORK

The proposed improvement, Lake Office Parking and Pier Improvement, designated as City Project 2018-36, consists of repaving the parking lot north of the City's Lake Office and reconstructing its concrete pier with stamped and non-stamped concrete.

The work includes sidewalk work, fencing, utility work, and pavement striping.

SP-2 CONSTRUCTION SCHEDULE AND COMPLETION DATE

A completion date of **May 17, 2019**, has been established for this contract as set forth in Section 108 of the Standard Specifications for Road and Bridge Construction to complete all work identified in this contract. All applicable provisions of Section 108 shall apply.

SP-3 HOT MIX ASPHALT MIXTURE REQUIREMENTS

Mixture Use	Class D Patches	Surface, Level Binder (See Typical) & Incidental	Surface	HMA Binder Course
AC / PG	PG 64-22*	PG 64-22	PG 64-22*	PG 64-22*
Design Air Voids	4.0% @ Ndes = 50	4.0% @ Ndes = 50	4.0% @ Ndes = 50	4.0% @ Ndes = 50
Mix Comp (Gradation)	IL 19.0	IL 9.5	IL 9.5	IL-19.0
Friction Aggregate	N.A.	Mix C	Mix D	N.A.

* If 20% or more RAP is used, PG 58-22 binder will be required.

SP-4 TRUCK LOADING TO REDUCE MIX SEGREGATION

Description: The mix is to be dumped into the haul truck in mass. Prior to loading, enough mix is to be in the bin or silo to load the truck. The truck is to be loaded in a maximum of three dumps. The initial load is to be in the rear 1/3 of the truck, the second dump in the front 1/3 of the truck and the final dump in the middle.

Basis of Payment: This work will not be paid for separately but will be considered included in the contract.

SP-5 BITUMINOUS MATERIALS (TACK COAT)

Description: This work will consist of utilizing bituminous materials in accordance with Section 406.02 of the Standard Specifications and as modified herein. The Bituminous Material allowed as prime on brick, concrete, bituminous or aggregate bases shall be CSS-1h or RC-70.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per POUND for BITUMINOUS MATERIALS (TACK COAT).

SP-6 TRAFFIC CONTROL

Description: Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Devices for Streets and Highways, these Standard Specifications, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 and Sections 701, 702, and 703 of the Standard Specifications for Road and Bridge Construction and the following highway standards relating to traffic control:

Highway Standards: 701901 780001

In the event that it is necessary to close the lane and/or street, the Engineer shall be consulted to obtain permission at least 48 hours in advance of the proposed lane and/or street closing. **All appropriate lane closure permits shall be filed with the Engineering and Infrastructure Department prior to any street / lane closures**. In addition, at the end of every work day the lane and/or street shall be opened to local traffic unless approved by the Engineer. It shall be the responsibility of the Contractor to notify all forms of local media of the schedule of street closures for the following week, after approval by the Engineer. A list of the media to be notified along with their fax numbers will be provided by the Engineering Division. A copy of the notification will also be provided to the Engineer.

SP-6 TRAFFIC CONTROL (CONTINUED)

All additional traffic control as required in the standard details that are not specifically provided for herein will be considered as included with the various pay items requiring traffic control.

The Engineering Division will erect "No Parking" signs 24 hours prior to the start of work on a street, in an attempt to have all vehicles removed from the street. The City will not be held responsible for any delays due to the City having to have parked vehicles moved. The Contractor shall furnish the Engineer with suitable hardwood quality lath for the installation of temporary “No Parking” signs.

Basis of Payment: All labor and materials necessary to comply with this special provision will not be paid for separately but will be included with the related work items.

SP-7 RESTORATION AND SEEDING

Description: Existing grass areas disturbed by construction or removal of the various work items under this contract shall be restored by properly filling and grading all disturbed areas with soil that is properly prepared for seed application and then seeding and mulching the area in accordance with Sections 250 and 251 of the Standard Specifications for Class 1A Seeding and Method 1 or Method 3 Mulching as directed by the Engineer. Fertilizer will not be required.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-8 SEDIMENT CONTROL AND INLET PROTECTION

Description: Care should be used to help minimize any sediment or other fine materials leaving the job site. Sediment shall not be left anywhere where it can wash out into the Lake or into any inlets without proper protection. A concrete washout area must be designated and follow the standards of the Illinois Urban Manual.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-9 SCHEDULE OF WORK

Description: The General Contractor and All Sub-Contractors shall furnish in writing, or electronic form, a weekly schedule by 12:00 P.M., Thursday, prior to the week being scheduled, so all media, safety services and other City of Decatur Divisions can be notified. All work shall be approved by the Engineer.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-10 REMOVE & REINSTALL PARKING BLOCKS

Description: This work will consist of removing the parking blocks that are in the location shown on the site plan and replacing them with new concrete parking blocks. The parking blocks shall be secured to the pavement.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per EACH for REMOVE & REINSTALL PARKING BLOCKS.

SP-11 STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)

Description: This work will consist of finishing the concrete along the pier with a stamped pattern in the locations shown in the site plan and typical cross section. The Contractor shall obtain the stamps at the City of Decatur Municipal Services Center at 2600 N. Jasper Street in Decatur at no cost to the Contractor. The surface shall be stamped to the full depth of the stamp and there shall be a seamless appearance between the stamps. Joints shall be cut along the "grout lines" of the stamped pattern. Seal the exposed surfaces not less than 30 days after concrete is poured. A uniform coat of sealer shall be applied to a clean surface. After a minimum of 8 hours, apply a second cost of sealer.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per SQUARE YARD for STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED).

SP-12 42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL COATED BROWN)

Description: This work will consist of installing a new fence and gates that looks similar to the existing fence with the exception that it will be vinyl coated brown. The fence shall be 42 inch, 9 gauge chain link fence with a 1-5/8" schedule 40 top rail. A 5 foot walk gate and 13 foot swing gate is also needed. The existing fence will be removed by others. A picture of the existing fence is included.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per FOOT for 42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL COATED BROWN).

SP-13 BOLLARDS

Description: This work will consist of furnishing and installing 8 inch diameter steel pipe bollards, 48" tall measured from the pavement surface, with a minimum of 1/8" wall thickness. The bollards shall be set straight and true and set in concrete. Pipe shall be filled with concrete and strike level across the top of the pipe. Cover the pipes with a yellow sleeve provided by the manufacturer of the bollards and ensure the sleeve fits tightly.

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per EACH for BOLLARDS.

SP-14 ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK

Description: All contractors shall include the unit price and extension amount provided on the bid proposal form as a part of their Bid. The funds established in this item shall only be used by the City of Decatur in the event alterations, cancellations, extensions, deductions, or extra work on the project is required.

Basis of Payment: All alterations, cancellations, extensions, deductions, or extra work shall be completed and paid for in accordance with Section 104.02 of the Standard Specifications for Road and Bridge Construction.

SP-15 CONTRACTOR PAYMENTS

Progress payments to the Contractor shall be made not more than monthly. Payment will be made to the Contractor within 45 days of approval by the Engineer.

END
CITY OF DECATUR
SPECIAL PROVISIONS

SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS
FOR

SECTION 105. CONTROL OF WORK

This Supplemental Specification amends the provisions of the Illinois Department of Transportation "Standards and Specifications for Road and Bridge Construction", adopted April 1, 2016 and shall be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

105.07 **Cooperation with Utilities.** Revise the fourth paragraph of subparagraph (a) of this Article to read:

> "The Contractor shall be responsible for requesting all utility owners to field locate their facilities which may interfere with construction operations in both horizontal and vertical alignment. The utility owners are to be given reasonable notice by the Contractor before field location is needed. On request, the Engineer may make an inspection to verify that the utility company has field located its facilities but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Contractor and the Engineer it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement, and they do not locate their facilities in both horizontal and vertical alignment, the Contractor shall, in writing, advise the Engineer. The Engineer may authorize the Contractor to proceed to locate the facilities in the most economical and reasonable manner. The Contractor will be paid according to Article 213 or Article 109.04 for such locations."

105.12 **Inspection of Work.** Hereby amended to include for this project as follows:

"The Contractor shall give adequate advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and the Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs associated with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used subject to the approval of the Engineer.

SUPPLEMENTAL SPECIFICATIONS
FOR

SECTION 440. REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES

440.04 HMA Surface Removal for Subsequent Resurfacing. Add the following paragraphs to this Article:

"The pavement removal process described in this Article shall be used for bituminous, brick and portland cement concrete pavements."

"The milling typically consists of milling off the existing surface to a specified depth. Additionally, where brick is the underlying material, it will be necessary to mill to the top of the bricks or to sound asphalt. Any unsound material remaining on the bricks after milling shall be removed at the Contractor's expense."

"The milling shall extend to the face of curb or to the edge of the gutter pan and the remaining surface is to be uniform in grade and profile; void of loose or thin layers of material resulting in potential raveling type deterioration; and deformities resulting in an uneven finished surface."

"After the milling operation, the Contractor shall remove all loosened material from the street. Prior to reopening the street to traffic, the street surface shall be swept with a mechanical sweeper. Road type brooms will not be allowed for this purpose unless approved by the Engineer. The Contractor shall take all necessary precautions during cleaning operations to avoid displacing the loosened material onto areas adjoining the street and the dispersion of dust. All material removed shall be considered the property of the Contractor and disposed of by the Contractors at their expense."

"The Contractor shall control their milling operations such that areas milled shall be overlaid with the specified finished surface course within 5 working days after the area has been cold milled. The Contractor shall after milling place a 3-foot minimum width of asphalt concrete pavement transition adjacent to gutters, cross gutters, and structures and at existing traverse joint lines where the offset is in excess of 1 inch and/or it is necessary to protect the joint line from being damaged by traffic and/or the Contractor's operations. The Contractor shall at locations, after temporary transitions are constructed, where manhole frames, water valve boxes or similar type structures are in excess of two (2) inches above or below the cold milled surface shall place temporary traffic control devices to protect the structure from motorists. Pavement transitions will not be required if the specified finish surface course is to be placed within 24 hours of the cold milling operation."

SECTION 440. REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES (Continued)

440.07 Method of Measurement. Delete the second paragraph of subparagraph (b) of this Article and insert the following paragraphs between the first and third paragraphs of this Article:

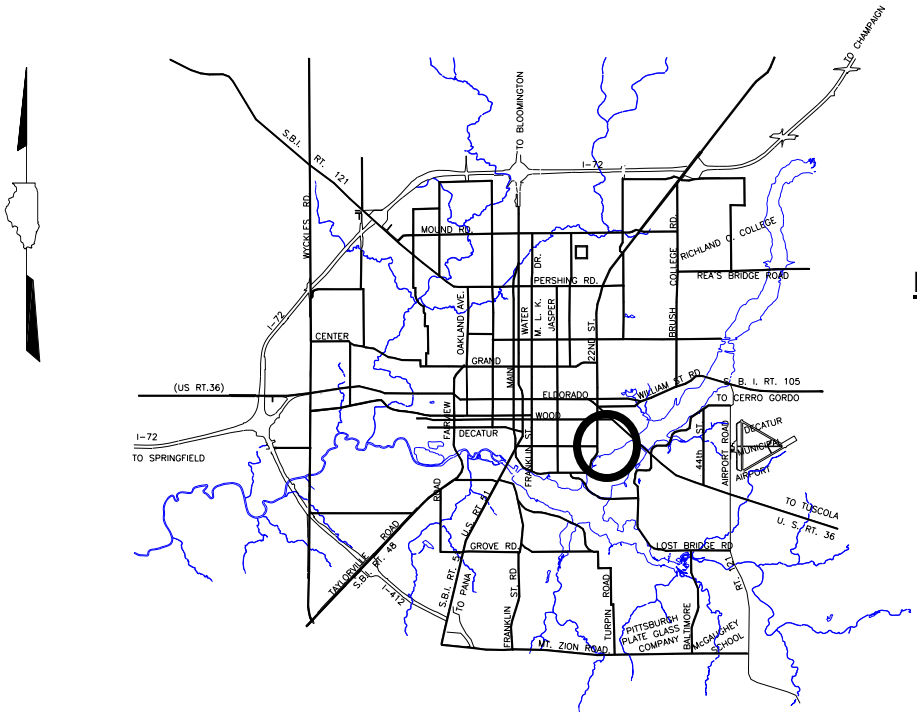
> "HMA surface removal for subsequent resurfacing will be measured for payment in place, from outside edge to outside edge of the milled surface, and the area computed in square yards."
>
> "Butt joints will be measured for payment in place, as designated by the Engineer, and the area computed as square yards."
>
> "No separate measurement will be made for payment for constructing temporary transitions and temporary traffic control."

END
CITY OF DECATUR
SUPPLEMENTAL SPECIFICATIONS

DESIGNS, DETAILS AND STANDARD DRAWINGS

STATE OF ILLINOIS
COUNTY OF MACON
CITY OF DECATUR

PLANS FOR
CITY PROJECT # 18-36
LAKE HOUSE PARKING & PIER AREA IMPROVEMENT



INDEX OF SHEETS
See page 2

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM
1-800-892-0123

STREET NAME:	LAKE HOUSE PARKING & PIER AREA IMPROVEMENTS
CITY PROJECT NO.	2018-36
TYPE OF FUNDS:	CITY OF DECATUR WATER FUND

CITY OF DECATUR STANDARDS

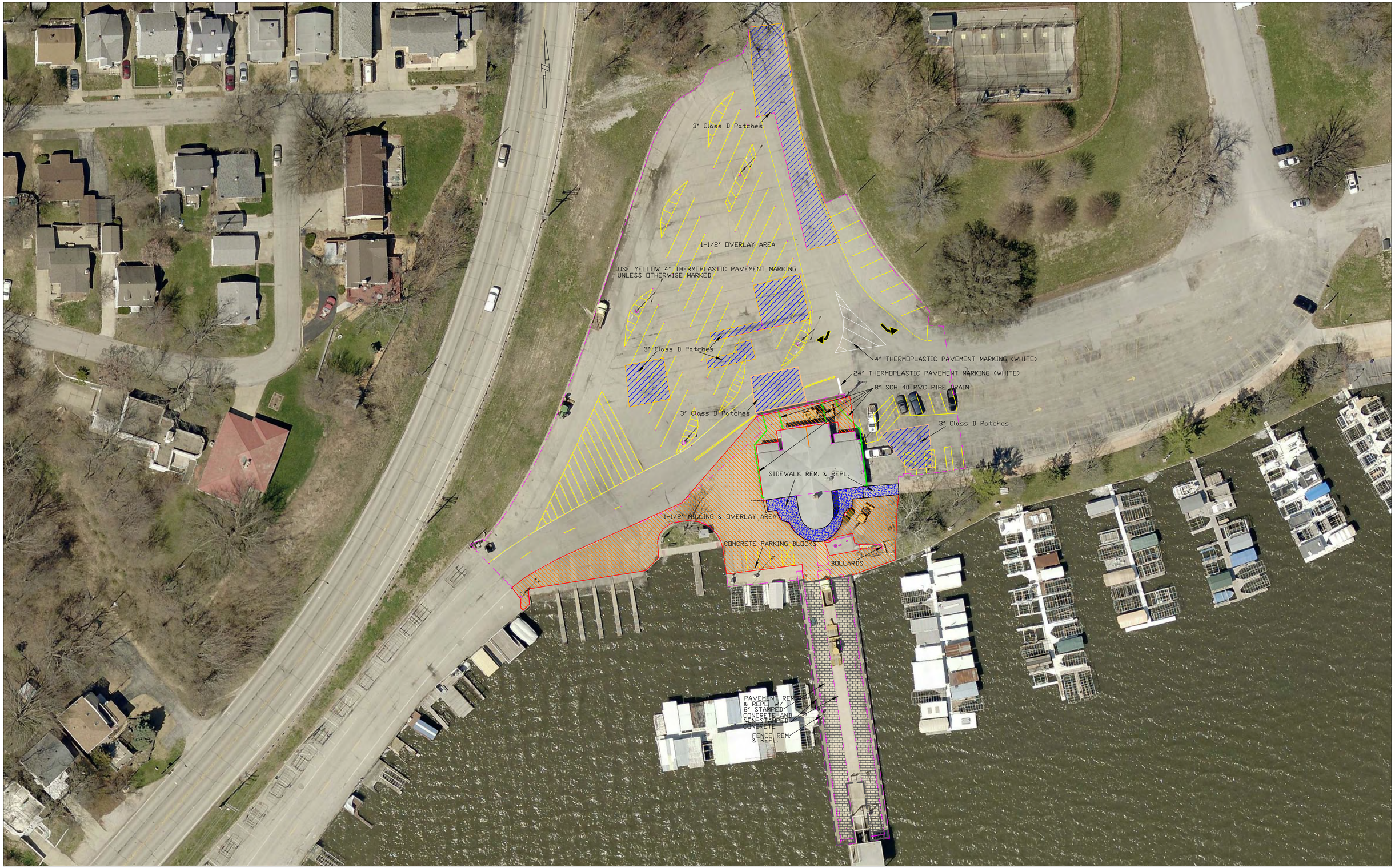
IDOT STANDARDS
701901-07
780001-05

City of Decatur, Illinois l Department of Public Works
CP 2018-36 Lake House Parking and Pier Improvement
Index of Sheets

Page No	Description
1	Cover Sheet
2	Index of Sheets
3	Summary of Quantities
4	Site Plan
5	Typical Cross Section - Pier
6	Pictures

City of Decatur, Illinois l Department of Public Works
CP 2018-36 Lake House Parking & Pier Improvement
SUMMARY OF QUANTITIES

Item No	Item	Quantity	Unit
	Base Bid Items		
40600100	BITUMINOUS MATERIAL (PRIME COAT) RC70/CSS-1h	4,309.18	POUND
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	416.70	SQ YD
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C ", N50	804.38	TON
42000301	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	315.00	SQ YD
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	1,187.43	SQ FT
44000100	PAVEMENT REMOVAL, 8 INCH	875.00	SQ YD
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	1,467.00	SQ YD
44000600	SIDEWALK REMOVAL	1,187.43	SQ FT
44201705	CLASS D PATCHES, TYPE II, 3 INCH	45.00	SQ YD
44201711	CLASS D PATCHES, TYPE IV, 3 INCH	1,047.71	SQ YD
60100925	PIPE DRAIN 8 INCH	185.00	FOOT
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	31.20	SQ FT
78000200	THERMOPLASTIC PAVEMENT MARKING 4 INCH	5,445.00	FOOT
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	13.00	FOOT
X0300019	REMOVE & REINSTALL PARKING BLOCKS	9.00	EACH
X1700128	STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	560.00	SQ YD
X6640001	42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL COATED BROWN)	625.00	FOOT
Z0004002	BOLLARDS	4.00	EACH
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1.00	LSUM



LAKE HOUSE PARKING & PIER IMPROVEMENT SITE PLAN

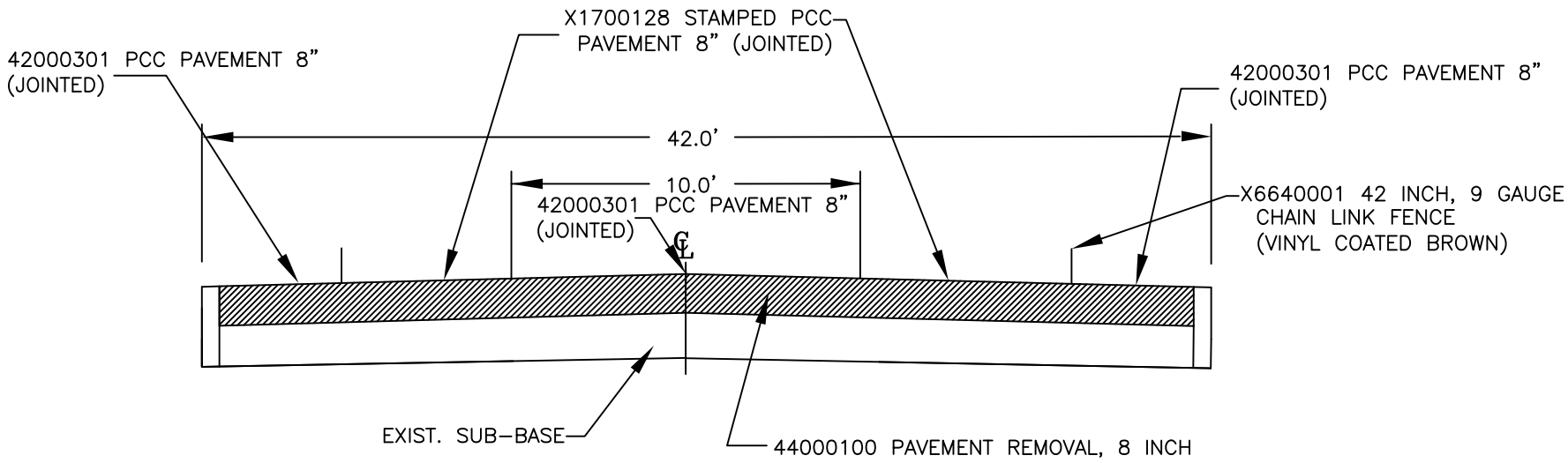
CITY OF DECATUR
ENGINEERING DIVISION

Jul 24, 2018 – 4:08pm

SCALE: NTS

SHEETS
4

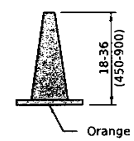
K:\Common\CVCPW\2018 City Projects\2018-36 Lake House Parking and Pier Improvement\Plans\Lake Front Parking Lot Plans.dwg



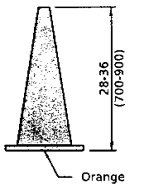
LOCATIONS:
TYPICAL PIER CROSS SECTION EXCLUDING THE RAMP TO THE WATER

PROPOSED TYPICAL PIER CROSS SECTION C.P.2018-36	CITY OF DECATUR ENGINEERING DIVISION			PAGE
STAMPED AND NON-STAMPED PCC PAVEMENT	DWG FILE:	H SCALE: NTS	V SCALE: NTS	5

NO
PARKING
LOAD
UNLOAD
ONLY
2017/09/08 15:38

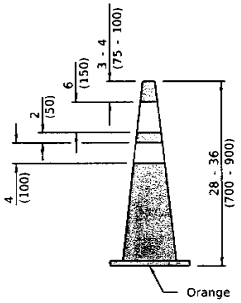


Posted speed < 45 mph

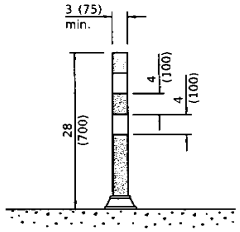


Posted speed ≥ 45 mph

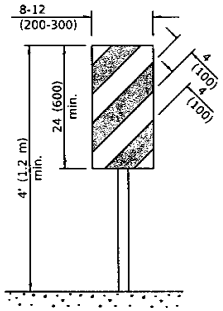
CONE FOR DAYTIME



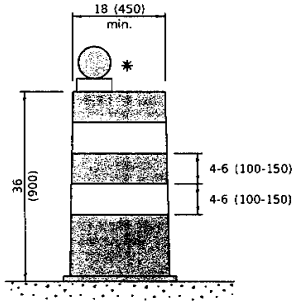
REFLECTORIZED CONE FOR NIGHTTIME



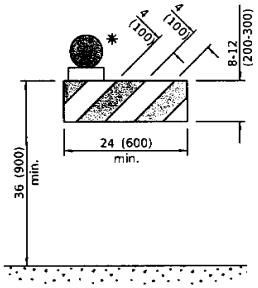
TUBULAR MARKER



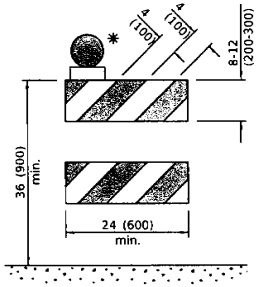
VERTICAL PANEL
POST MOUNTED



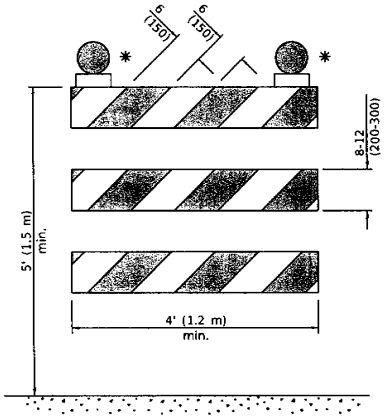
DRUM



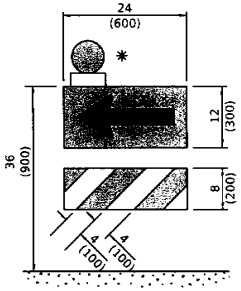
TYPE I BARRICADE



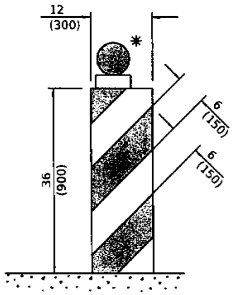
TYPE II BARRICADE



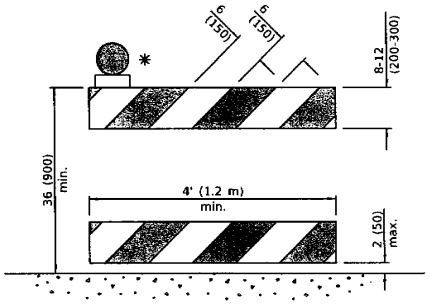
TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

✱ Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2018
ENGINEER OF OPERATIONS

APPROVED January 1, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

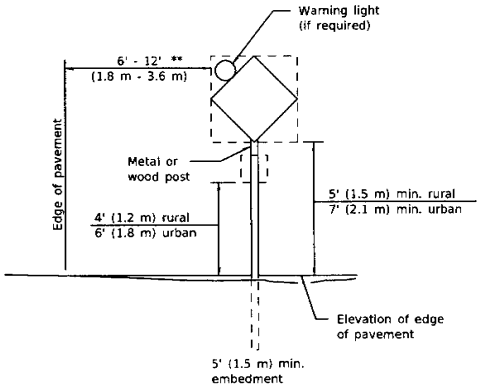
ISSUED 1-1-97

DATE	REVISIONS
1-1-18	Revised END WORK ZONE
	SPEED LIMIT sign from
	orange to white background.
1-1-17	Changed FLEXIBLE DELINEATOR
	to TUBULAR MARKER.

TRAFFIC CONTROL DEVICES

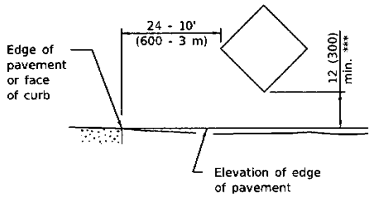
(Sheet 1 of 3)

STANDARD 701901-07



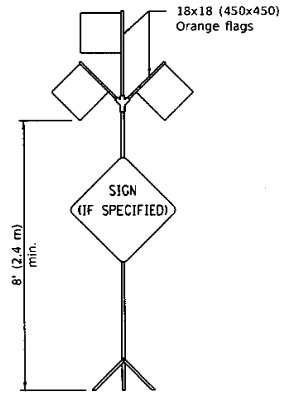
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.

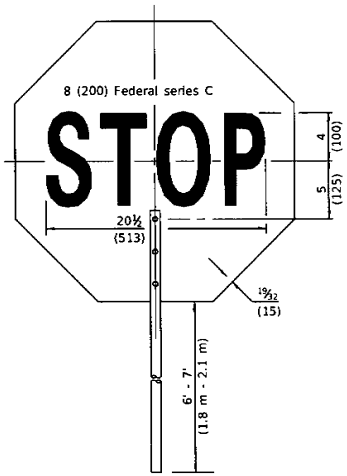


HIGH LEVEL WARNING DEVICE

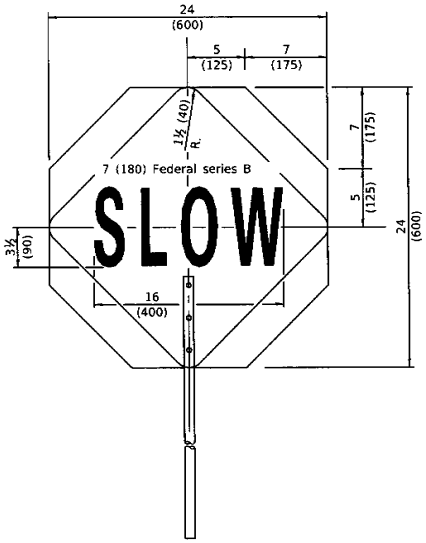
W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE



REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

ROAD CONSTRUCTION NEXT X MILES	END CONSTRUCTION
G20-I104(0)-6036	G20-I105(0)-6024

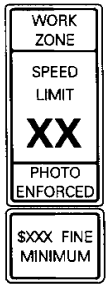
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



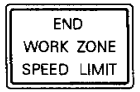
W21-I145(0)-3618

R2-1-3648

R10-I108p-3618 ****

R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.



G20-I103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

**** R10-I108p shall only be used along roadways under the juristiction of the State.

Illinois Department of Transportation

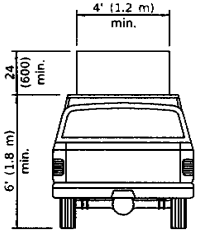
PASSED January 1, 2018
ENGINEER OF OPERATIONS
APPROVED January 1, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

BDG(S) 1-1-97

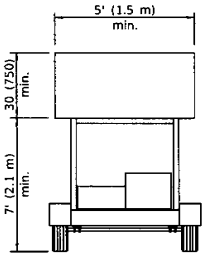
TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

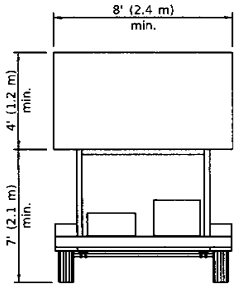
STANDARD 701901-07



TYPE A ROOF MOUNTED

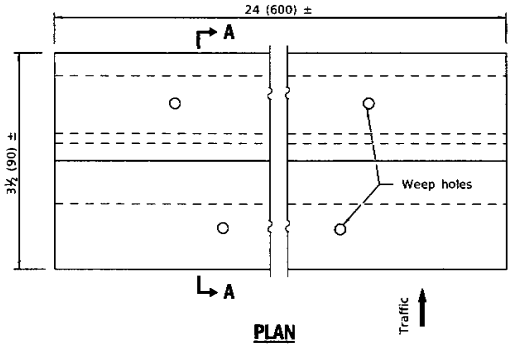


TYPE B ROOF OR TRAILER MOUNTED

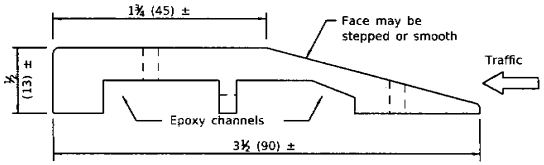


TYPE C TRAILER MOUNTED

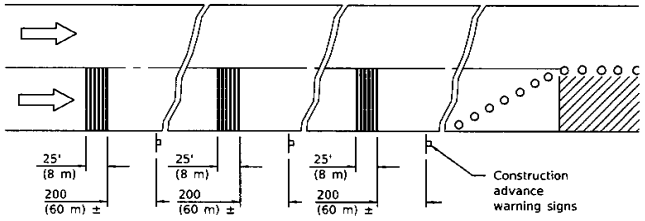
ARROW BOARDS

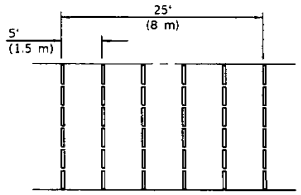


PLAN



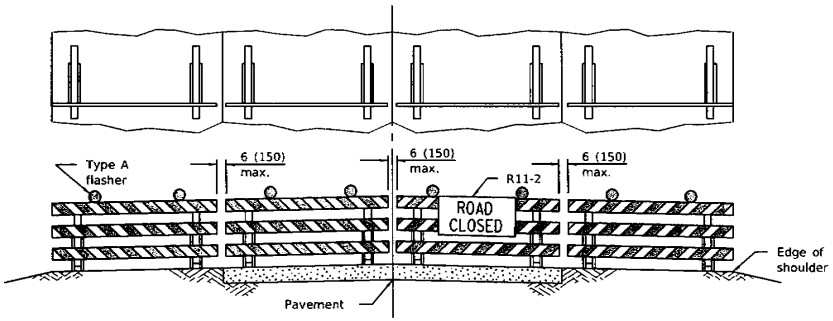
SECTION A-A





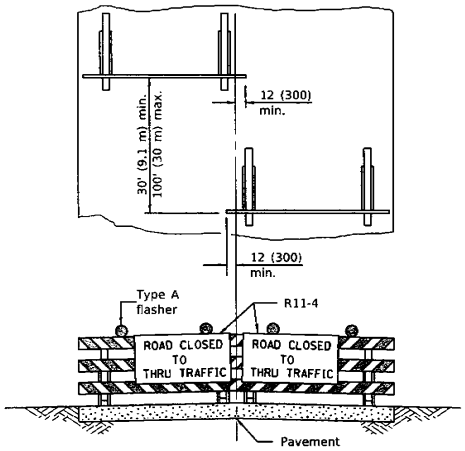
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

Illinois Department of Transportation

PASSED January 1, 2018
ENGINEER OF OPERATIONS

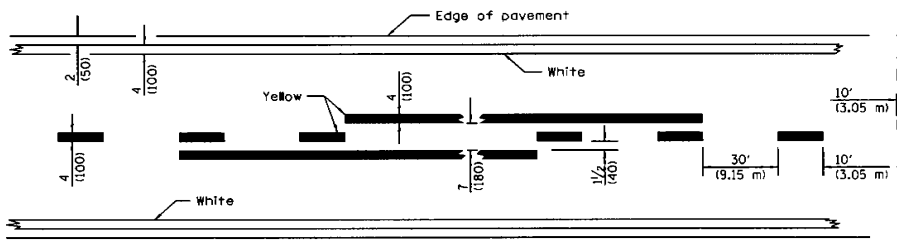
APPROVED January 1, 2018
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

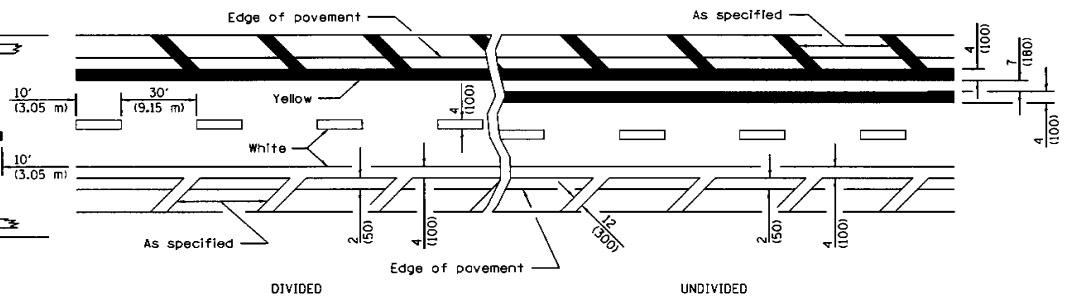
TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-07

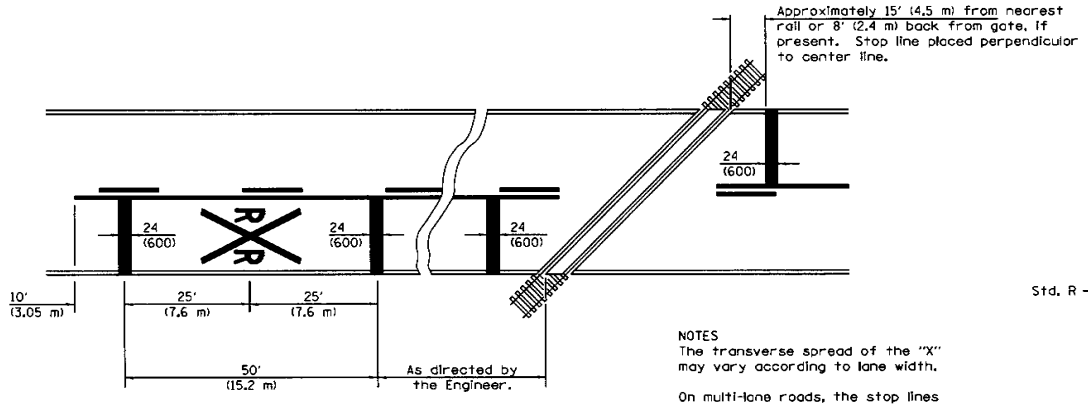


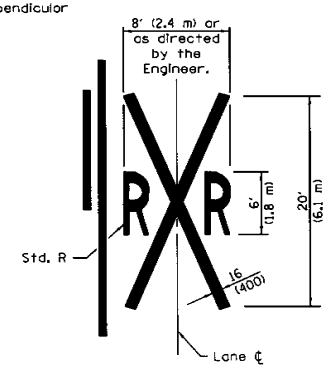
2 LANE



MULTI LANE

LANE AND EDGE LINES





NOTES
The transverse spread of the "X" may vary according to lane width.

On multi-lane roads, the stop lines shall extend across all approach lanes and separate RXR symbols shall be placed adjacent to each other in each lane.

When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition B of the MUTCD.

PAVEMENT MARKINGS AT RAILROAD–HIGHWAY GRADE CROSSING

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED January 1, 2015
ENGINEER OF OPERATIONS
APPROVED January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT

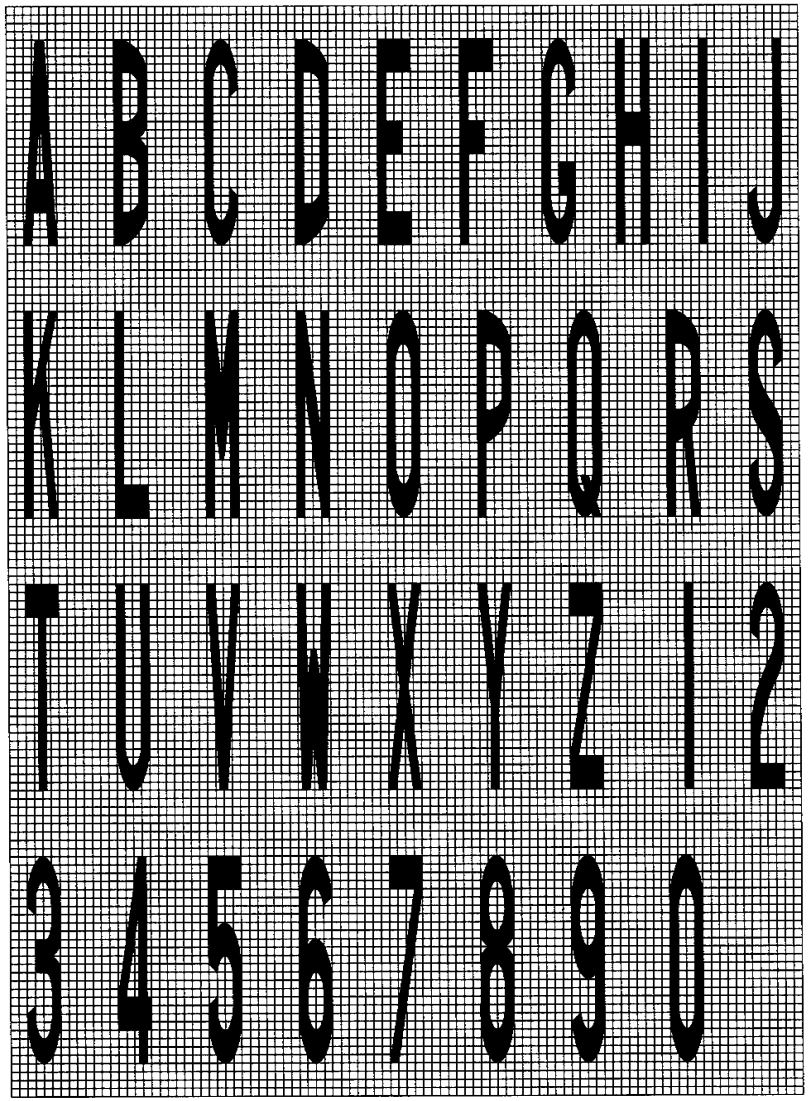
ISSUED 1-1-97

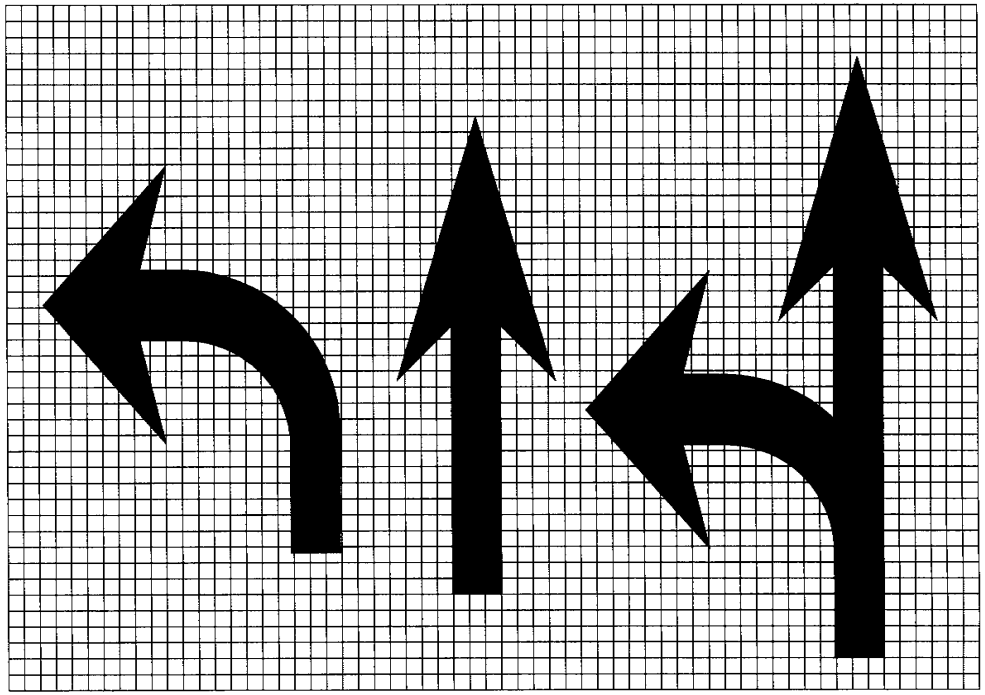
DATE	REVISIONS
1-1-15	Added symbols. Revised
	bike symbol. Revised note
	for stop line at RR crossing.
1-1-14	Added bike symbol. Renamed
	'LANE DROP ARROW' detail to
	'LANE-REDUCTION ARROW'.

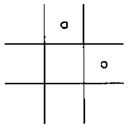
TYPICAL PAVEMENT MARKINGS

(Sheet 1 of 3)

STANDARD 780001–05







Legend Height	Arrow Size	a
6' (1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (96)

The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

LETTER AND ARROW GRID SCALE

Illinois Department of Transportation

APPROVED January 1, 2015
ENGINEER OF OPERATIONS

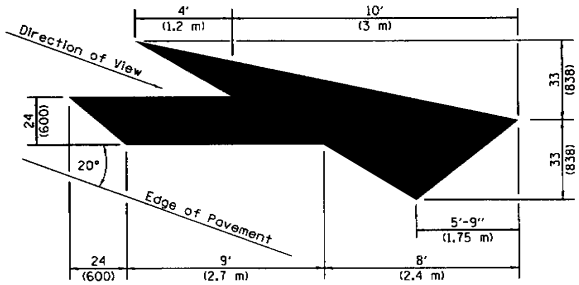
APPROVED January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-15

TYPICAL PAVEMENT MARKINGS

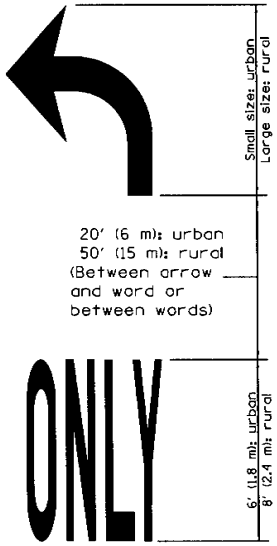
(Sheet 2 of 3)

STANDARD 780001-05

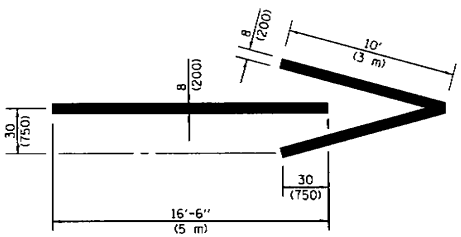


LANE-REDUCTION ARROW

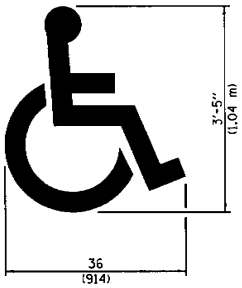
Right lane-reduction arrow shown.
Use mirror image for left lane.



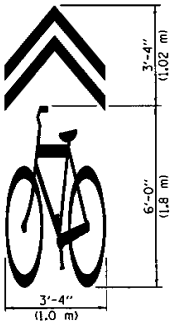
WORD AND ARROW LAYOUT



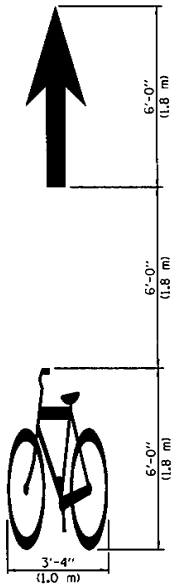
WRONG WAY ARROW



INTERNATIONAL SYMBOL OF ACCESSILITY



SHARED LANE SYMBOL



BIKE SYMBOL

(Arrow is optional.)

Illinois Department of Transportation

APPROVED January 1, 2015
ENGINEER OF OPERATIONS

APPROVED January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

TYPICAL PAVEMENT MARKINGS

(Sheet 3 of 3)

STANDARD 780001–05

Project Name: Lake Office Parking and Pier Improvement REBID

Project Number: 2018-36

Bid Date: 01/24/2019

Time: 10:00 A.M.

Fund: Water Lake Capital

Organization Code: 81808128
Object Code: 485660

Engineer's Estimate

City Engineering Division

Christy-Foltz, Inc.
740 S. Main St
Decatur, IL 62521

Mitch Schinzler, Pres.

PH: 217-428-8601
FAX: 217-428-2718

Brian Blade
BrianB@christy-foltz.com

Entler Excavating Co., Inc.
819 N. Sunnyside Rd
Decatur, IL 62522

Stuart Entler, Pres.

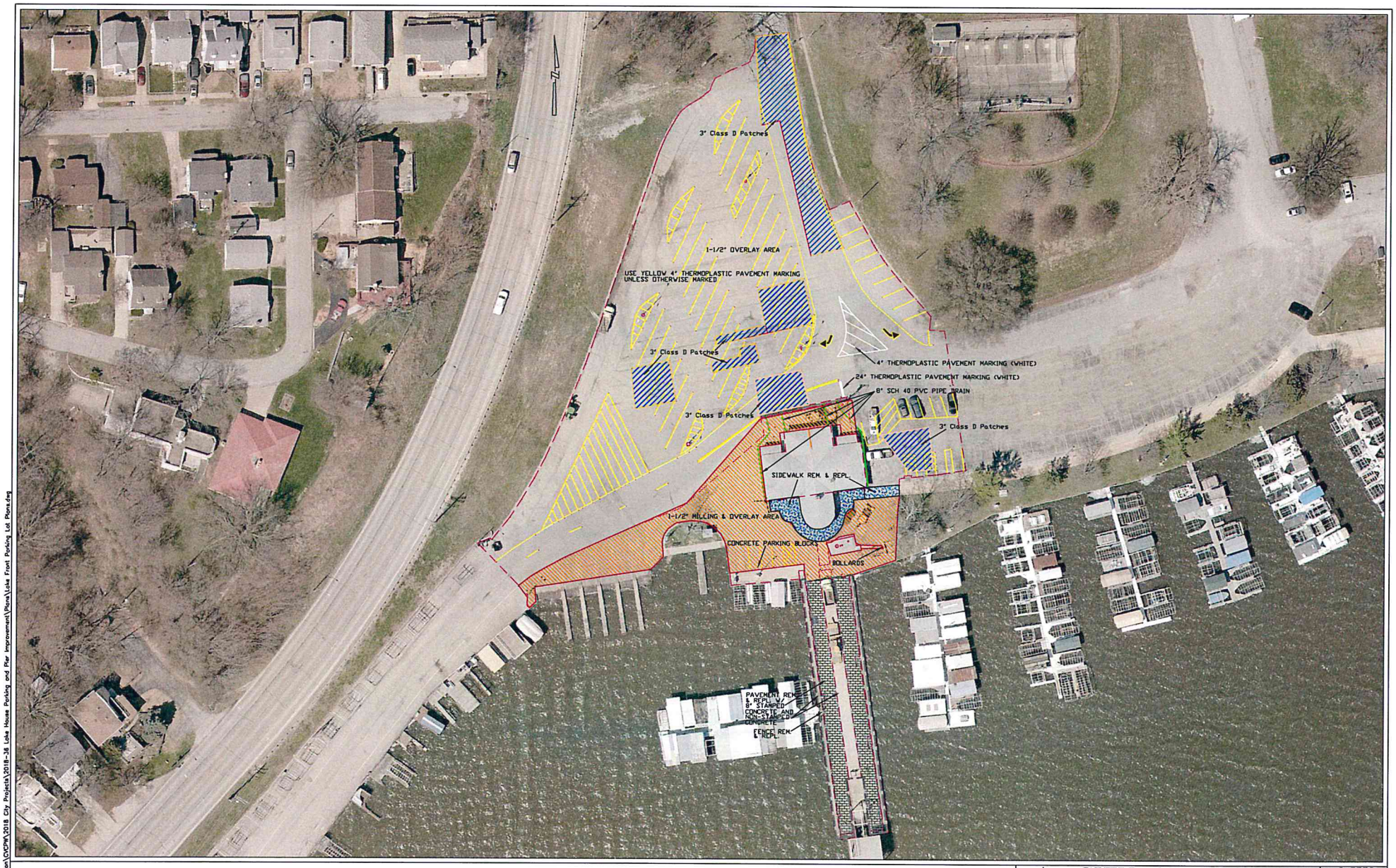
PH: 217-428-1865
FAX: 217-428-1895

Stuart Entler
Karenentlerex@gmail.com

Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
40600200	BITUMINOUS MATERIAL (PRIME COAT) RC70/CSS-1h	4,309.18	POUND	$0.75	$3,231.89	$0.68	$2,930.24	$0.72	$3,102.61
40600982	HOT-MIX ASPHALT SURFACE REMOVAL-BUTT JOINT	416.70	SQ YD	$15.00	$6,250.50	$12.86	$5,358.76	$13.44	$5,600.45
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	804.38	TON	$112.00	$90,090.56	$112.45	$90,452.53	$118.11	$95,005.32
42000301	PORTLAND CEMENT CONCRETE PAVEMENT 8: (JOINTED)	315.00	SQ YD	$60.00	$18,900.00	$94.63	$29,808.45	$86.86	$27,360.90
42400200	PORTLAND CEMENT CONCRETE SIDEWAL 5 INCH	1,187.43	SQ FT	$11.00	$13,061.73	$13.51	$16,042.18	$9.73	$11,553.69
44000100	PAVEMENT REMOVAL, 8 INCH	875.00	SQ YD	$15.00	$13,125.00	$30.50	$26,687.50	$42.00	$36,750.00
44000155	HOT-MIX ASPHALT SURFACE RMOVAL, 1 1/2 INCH	1,467.00	SQ YD	$3.20	$4,694.40	$9.71	$14,244.57	$10.23	$15,007.41
44000600	SIDEWALK REMOVAL	1,187.43	SQ FT	$3.00	$3,562.29	$7.56	$8,976.97	$21.00	$24,936.03
4401705	CLASS D PATCHES, TYPE II, 3 INCH	45.00	SQ YD	$85.00	$3,825.00	$59.25	$2,666.25	$62.23	$2,800.35
44201711	CLASS D PATCHES, TYPE IV, 2 INCH	1,047.71	SQ YD	$85.00	$89,055.35	$50.20	$52,595.04	$52.50	$55,004.78
60100925	PIPE DRAIN 8 INCH	185.00	FOOT	$30.00	$5,550.00	$92.00	$17,020.00	$160.00	$29,600.00
78000100	THERMOPLASTIC PAVEMENT MARKING LETTERS/SYMBOLS	31.20	SQ FT	$15.00	$468.00	$9.45	$294.84	$31.20	$973.44
78000200	THERMOPLASTIC PAVEMENT MARKING 4 INCH	5,445.00	FOOT	$1.65	$8,984.25	$1.55	$8,439.75	$1.63	$8,875.35
78000650	THERMOPLASTIC PAVEMENT MARKING 24 INCH	13.00	FOOT	$10.00	$130.00	$8.40	$109.20	$10.00	$130.00
X0300019	REMOVE & REINSTALL PARKING BLOCKS	9.00	EACH	$400.00	$3,600.00	$115.00	$1,035.00	$122.23	$1,100.07
X1700128	STAMPED PORTLAND CEMENT CONCRETE PAVEMENT 8: (JOINTED)	560.00	SQ YD	$100.00	$56,000.00	$92.36	$51,721.60	$90.70	$50,792.00
X6640001	42 INCH, 9 GAUGE CHAIN LINK FENCE (VINYL OATED BROWN)	625.00	FOOT	$17.50	$10,937.50	$29.00	$18,125.00	$33.05	$20,656.25
Z0004002	BOLLARDS	4.00	EACH	$500.00	$2,000.00	$800.00	$3,200.00	$2,500.00	$10,000.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS & EXTRA WORK	1.00	LSUM	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
	TOTAL BIDS (AS CORRECTED)				$373,466.47		$389,707.88		$439,248.65
	Percent Over Under ENGINEER'S ESTIMATE						4.35%		17.61%

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

1/28/2019
Date



K:\Common\CVCPW\2018 City Projects\2018-38 Lake House Parking and Pier Improvement\Plans\Lake Front Parking Lot Plans.dwg

LAKE HOUSE PARKING & PIER IMPROVEMENT SITE PLAN

CITY OF DECATUR
ENGINEERING DIVISION

Jul 24, 2018 – 4:08pm

SCALE: NTS

SHEETS
4

Public Works

DATE: 1/28/2019

MEMO: 2019-09

TO: **Honorable Mayor Moore Wolfe and City Council Members**

FROM: **Billy Tyus, Interim City Manager**
Matt Newell, Public Works Director

SUBJECT: Resolution Authorizing the Expenditure of Funds for ITRON Analytics Hosting Services

SUMMARY RECOMMENDATION:
Staff recommends approving the attached resolution authorizing the expenditure of $64,452.64 to Itron Inc. to provide Analytics Cloud Hosting Services for (3) years from March 1, 2019 to February 28, 2022. The cost for Year (1) is $20,647.31, Year (2) is $21,473.20 and Year (3) is $22,232.13.

BACKGROUND:
In 2013 the City entered into an agreement with Johnson Controls, Inc, to provide an Advanced Water Metering system that read water meters remotely through a repeater and collector system which automatically uploads water use information to the City. The City began using Itron's Analytics Hosting Services in May of 2015, to provide staff with the ability to better analyze and use the data that is gathered by the Itron water meter system. The Analytics software helps City staff to better review the active use of the water system which, among other things, helps find water leaks on private property and the illegal use of City water. Utility Customer Service and Water Services staff use the software on a daily basis.

Staff is recommending a 3-year expenditure of $64,452.64 for the software system and hosting services.

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

PRIOR COUNCIL ACTION:
May 18, 2015, City Council approved Maintenance Agreement.

August 26, 2015 the City Manager approved an addendum for Analytics Cloud Services to be added to the original Itron Inc. Maintenance Agreement.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Matthew Newell, Public Works Director, Randy Miller, Water Services Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Funding for the expenditure is available in the FY2019 Budget.

ATTACHMENTS:

Description	Type
2019-09 Resolution ITRON Quote with Exhibit A	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR ITRON ANALYTICS HOSTING SERVICES

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

Section 1. That the 3-year services quotation of $64,452.64 to provide Analytics Hosting Services for the City presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the expenditure is in the best interest of the City.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur and Itron Inc., to provide Analytics Hosting Services for their quoted price of $64,452.64.

PRESENTED and ADOPTED this 4th day of February, 2019.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A

Attachment A

46815 - City of Decatur, IL - IA Cloud Services

Knowledge to Shape Your Future

Maintenance Proposal Pricing
Date of Quote: 01.16.2019

		Annual Increase Applied	
		4%	4%
	3/1/19-2/29/20	3/1/20-2/28/21	3/1/21-2/28/22
Managed Services			
1 ANALYTICS HOSTING SERVICES	$ 20,647.31	$ 21,473.20	$ 22,332.13
- -	$ -	$ -	$ -
Managed Services Subtotal	$ 20,647.31	$ 21,473.20	$ 22,332.13
Managed Services Total			**$ 64,452.64**

Customer Signature of Acceptance: _____ **Date:** _____

****This is not an invoice****

City Manager

DATE: 1/31/2019

MEMO:

TO: Mayor Julie Moore Wolfe and Decatur City Council Members

FROM: Billy Tyus, Interim City Manager
John Robinson, Assistant Corporation Counsel

SUBJECT:
Resolution Authorizing Real Estate Contract with the Decatur Macon County Opportunities Corporation for property located in Wabash Crossing.

SUMMARY RECOMMENDATION:
Staff recommends approval of the attached resolution authorizing a real estate contract with the Decatur Macon Co. Opportunities Corp. for property located in the 200-300 blocks of East Orchard St., the 200-300 blocks of E. Marietta St. and the 1000 Block of North Warren St.

BACKGROUND:
DMCOC has served the Decatur community since 1964 assisting low income individuals, families and seniors through a variety of different programs. Services provided include but are not limited to providing senior transportation and meals, the Anna Waters Head Start program (49 years), energy assistance and weatherization, job training and other programs designed to improve the quality of life of Decatur residents. Though DMCOC is almost universally recognized as an anchor service provider in our community, over the years providing services has been made more difficult because facilities have been spread across various locations. DMCOC has plans to consolidate many of its operations into a newly constructed building just south of its Wee Folks Daycare on Orchard St. in Wabash Crossing. We have been in discussions for a number of years about transferring a small strip of land in Wabash Crossing and have come to a tentative agreement to sell the parcels for $650 – the same as for other area projects - which is necessary to make the project a reality.

If approved this project would represent the final piece of a social services campus that you have targeted for the area in the last several years. Other developments that you have supported through similar agreements include the new Crossing Healthcare facility, the planned Northeast Community Fund building and the $30 million Community Care Campus.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: DMCOC

STAFF REFERENCE: Billy Tyus at btyus@decaturil.gov or 217-424-2801 or John Robinson at Jrobinson@decaturil.gov or 217-424-2807.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
RESOLUTION	Cover Memo

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING REAL ESTATE CONTRACT FOR PROPERTY LOCATED IN THE 200-300 BLOCKS OF EAST ORCHARD STREET, THE 200-300 BLOCKS OF EAST MARIETTA STREET AND THE 1000 BLOCK OF NORTH WARREN STREET IN THE WABASH CROSSING REDEVELOPMENT AREA

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

Section 1. That the Contract of Sale presented to the Council herewith and attached as Exhibit A between the City of Decatur and The Decatur Macon County Opportunities Corporation for the Sale of Property located at Wabash Crossing as described in the attached Exhibit B for $650 be, and the same is hereby, received, placed of file and accepted.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign said Contract of Sale on behalf of the City of Decatur, and furthermore, that the City Manager be, and he is hereby, further authorized to cause to be done that which may appear to be appropriate to cause said real estate to be sold by and on behalf of the City.

PRESENTED AND ADOPTED this 4th day of February, 2019.

_____
JULIE MOORE-WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is by and between the CITY OF DECATUR, an Illinois municipal corporation ("Seller"), and the DECATUR MACON COUNTY OPPORTUNITIES CORPORATION, an Illinois Not-for-Profit Corporation, 1122 E. MARIETTA ST., DECATUR, IL 62521, FEIN # 37-0864527 ("Buyer").

WITNESSETH:

Seller agrees to sell and Buyer agrees to purchase on the terms and conditions hereinafter set forth, the unimproved real estate situated in Macon County, Illinois, described on Exhibit A attached hereto (the "Premises").

1. Purchase Price. The purchase price for the Premises is Six Hundred Fifty ($650) Dollars with purchase price for the property to be paid at closing, subject to closing adjustments.

2. No Representations. Seller has not made and does not make any representations, warranties or guarantees of any kind concerning the Premises or its condition or suitability for Buyer's proposed use, whether express or implied, oral or written. Buyer agrees that it is purchasing the Premises "as is" with all faults and defects and based solely on Buyer's inspection, testing and investigation of the Premises. Buyer acknowledges that the disclaimers, agreements and other statements set forth in this section are an integral portion of this Contract and that Seller would not agree to sell the Premises to Buyer for the purchase price without the disclaimers, agreements and other statements set forth in this Paragraph 2 and that the disclaimers, agreements and other statements in this Paragraph 2 shall survive the closing of the sale under this Contract.

3. Conditions Precedent.

(A) Seller's obligations under this Contract are subject to the following conditions:

(1) Buyer promptly commencing construction of structure to house a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social

services and residential or institutional uses, that are consistent with the national CDBG objectives, on or within 250 feet of the Premises.

(2) Seller approving Buyer's site plan and landscape plan for Seller's proposed development of the Property.

(3) Buyer obtaining all approvals and permits from all governmental authorities having jurisdiction over the Premises customarily required for projects similar to Buyer's proposed development of the Premises.

(4) Buyer maintaining all utility easements within, or relocate all utilities from the right of way to be vacated along East Orchard Street between North Water Street and North Warren Street described in Exhibit A attached hereto.

(5) The foregoing conditions shall be completed to Seller's satisfaction no later than the end of the 12th month following the effective date of this Contract. If all of the foregoing conditions are not satisfied to Seller's satisfaction on or before the end of the 12th month following the effective date of this Contract, then Buyer shall be in default. As used herein, "effective date" shall mean the date the Contract is last executed by a party. If Seller terminates this contract for Buyer's default, Seller shall be entitled to record a deed as described in paragraph 10 below. Buyer shall also pay any costs associated with remediating any changes or improvements made to the premises by Buyer, its successors and assigns, as deemed necessary in the sole discretion of the Seller. Such costs may include but not be limited to removal of any structures constructed on site, either partial or complete, or remediation of any hazards created during Buyer's ownership of property.

(6) In the event the construction described herein is not substantially completed within two years of the date of closing, Buyer shall be in default, <u>unless any failure, or delay in construction completion shall be due to strikes, walk-outs, acts of God, enemy action, civil commotion, or other similar acts beyond the reasonable control of Buyer.</u>

(7) Buyer shall execute a quitclaim deed which shall be delivered to Seller at closing, conveying Buyer's interest in the Premises in fee simple back to the City of Decatur. Said deed may be recorded in the event of Buyer's default following reasonable notice and failure to cure, as provided in the default paragraph of this

Contract. If Buyer defaults and fails to cure, Buyer shall be responsible for and pay any and all costs associated with the transfer, including real estate taxes due and unpaid from the date of closing to the date the deed from Buyer to the City of Decatur is recorded, which taxes shall be computed using the most recent property tax bill for the Premises, and all costs associated with remediating any changes or improvements made to premises by Buyer, its successors and assigns, as deemed necessary in the sole discretion of the Seller.

(8) The Premises shall, for a period of not less than ten (10) years from the date of closing, be used exclusively by a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives., which agreement shall not be unreasonably withheld. Buyer shall allow Seller or its designee adequate access at reasonable hours and upon reasonable notice, to allow Seller to monitor compliance with the use requirements. These requirements shall survive the closing, and shall be specifically enforceable by Seller for a period of not less than ten (10) years following the date of closing.

(9) In conjunction with the development of the Premises, Seller shall agree to vacate the right of way along East Orchard St. between North Warren Street and North Water Street as described in Exhibit A attached hereto. Seller shall also agree to rezone the properties as legally described in Exhibits A and B attached hereto to facilitate development as defined in section 3 (A) (1) of this agreement.

4. Buyer represents that it is adequately informed as to the state of title to the Premises, and that it has had adequate opportunity, at its sole expense and option, to obtain such title reports and surveys regarding the Premises as Buyer may choose. Buyer may, at its expense and option, obtain such title reports and surveys as to the Premises as Buyer may desire. Buyer shall advise Seller in writing within 30 days after the effective date of this agreement concerning any defect in the

condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to Buyer shall be delayed pending Sellers efforts to resolve the same. In event Seller is unable or unwilling to cure such defects within a reasonable time after notice thereof, Buyer or Seller may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, Seller shall refund to Buyer all sums paid hereunder if Buyer shall so elect. Failure to notify Seller of any objectionable title defect as above said shall constitute a waiver thereof. Notwithstanding the foregoing, Seller makes no representations regarding the condition of title, and offers only to convey title "as is", without exceptions.

5. Closing. The time and place of settlement ("closing") shall be fixed by mutual agreement of the parties not more than 60 days after the effective date of this agreement.

(A) Not later than the date of the closing, Buyer shall deliver to Seller or cause to be paid:

(i) All documents as Seller's counsel may reasonably require; and

(ii) The fee for recording any release of any lien in favor of the City of Decatur, only; and

(iii) The fee for recording the quit claim deed conveying Seller's interest to Buyer and memoriam of this contract for sale; and

(iv) The amount of Illinois Revenue Stamps required for the transaction; and

(v) The purchase price for the Premises ($650.00)

(B) Not later than the date of closing, Seller shall deliver to buyer:

(i) its executed quitclaim deed to the Premises in substantially the same form as Exhibit C attached hereto, conveying the premises in fee simple, subject to: 2018 real estate taxes and assessments and subsequent years not yet due and payable; easements, agreements, restrictions and other matters of record, with no exceptions, and subject to the conditions set forth below.

(ii) A sufficient release of any lien or liens in favor of the City of Decatur; and,

(C) The deed shall require Buyer, its successors and assigns to:

(i) Except for the City of Decatur, restrict use of the premises for a period of not less than 10 years to use by a not-for-profit corporation to provide a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives, which agreement shall not be unreasonably withheld.

(ii) Allow Seller or its designee for the period of the use restriction to monitor compliance with the use of the Premises requirement, as may be required by the U.S. Department of Housing and Urban Development and allowed under federal law; and

(iii) Substantially complete construction of said structure within two (2) years of the date of closing (subject to force majeure delays); and

(iv) Transfer ownership from Buyer back to the City of Decatur in the event Buyer fails to substantially complete construction of the structure within two (2) years of the date of closing.

(D) Buyer shall record a Memorandum of Agreement of this contract in substantially the same form as Exhibit C attached hereto.

6. Substantial Completion. Substantial completion shall mean complete construction of the shell and core, with finished interiors of common areas. Substantial completion shall be evidenced by issuance of a certificate of occupancy under applicable codes of the City of Decatur, excluding minor and ancillary alterations, or additional work.

7. Use Restriction. The requirements: (a) that a structure be constructed and operated by a not-for-profit corporation providing a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S.

Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives, which agreement shall not be unreasonably withheld and (b) that Buyer, its successors and assigns allow Seller or its designee, for the period of the use restriction, reasonable access to the Premises to monitor compliance with this requirement, shall survive the date of closing and shall be specifically enforceable by the Seller for not less than ten (10) years from the date of closing.

8. Buyer's Access to the Premises. At any time after the effective date of this Contract, with advanced approval of Seller, architects and engineers of Buyer shall have reasonable access to the Premises during business hours for the purpose of measurement and preparation of design plans for Buyer. Buyer shall indemnify and hold Seller harmless from and against all losses, costs, damages and liabilities arising out of Buyer or any of its employees, agents or contractors entering the Premises.

9. Possession. Buyer shall take possession of the Premises on completion of the closing.

10. Buyer's Right to Terminate. Within 60 days after signing this contract, Buyer shall: a.) conduct any necessary examinations, inspections and tests of the Premises to determine the feasibility of proceeding with construction and use of the intended improvements; and b.) if, based on the written opinion of Buyer's architects, or engineers, the Premises is not suitable for the intended construction and use, notify Seller of Buyers intent to terminate this Agreement. Upon timely notice and written opinion as described herein, this Agreement shall terminate without further obligation.

11. Actions Affecting the Premises. While this Contract is in effect, Seller shall not:

(a) Enter into, or amend any contracts, options, leases, easements or other agreements adversely affecting the Premises; or

(b) Take any action which would adversely affect the ownership or condition of the Premises.

12. Title Commitment. Buyer shall obtain a current title commitment for an owner's title insurance policy for the Premises at it sole expense. Buyer shall pay all title examination fees or other expenses of the Title Company for issuing such title commitment.

13. Environmental Concerns. Neither Buyer nor Seller has knowledge of any environmental concerns on or about the Premises. Seller makes no representations or warranties

regarding the condition of the Premises other than the above, and Buyer agrees it shall make no claim against Seller should any environmental concern be discovered. The provisions of this paragraph shall survive closing.

14. Default. Either party's failure to comply with, and/or abide by any material term or condition of this Contract shall constitute default. In addition to requirements contained elsewhere in this contract, events of default shall include but not be limited to the following:

(i) Misrepresentation - If any material representation made by the Buyer or the Seller in this Agreement, or in any certificate, notice, demand or request made by the Buyer or the Seller in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

(ii) Breach - Breach by the Buyer or the Seller of any material covenant, warranty or obligation set forth in this Agreement.

Remedies Upon Default. In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, execution and recording of deed by Seller as specified in paragraph 3 (A) 7 of this agreement and/or initiating proceedings to compel specific performance by the party in default of its obligations.

14. Assignment. Neither Seller nor Buyer may assign this Agreement or any interest in the Premises without the prior written consent of the other. The terms of this agreement and shall be binding on the parties, their respective successors, personal representatives, heirs and assigns.

15. Miscellaneous

(a) This Contract shall be void if not fully executed within sixty (60) days following contract approval by the Decatur City Council.

(b) Any notice which either party may be required to give hereunder or which either party is permitted or may desire to give to the other party shall be in writing and given either personally or by mailing the same by registered or certified mail, return receipt requested, to the party to whom notice is directed at the address of such party as follows:

Seller:	City Manager 1 Gary K. Anderson Plaza Decatur, IL 62523
Buyer:	Executive Director DMCOC 1122 E Marietta St.

Any notice served by mail shall be deemed given on the day in which the same is postmarked. Either party may change the party or address to which any such notice is to be addressed by giving written notice to the other party of such change. Any time limitation provided for in this Contract shall begin on the date of postmark.

(c) This Contract constitutes the entire agreement between Seller and Buyer, and there are no other covenants, agreements, or conditions, either oral or written, between them concerning the Premises other than those set forth in this Contract. No subsequent change, deletion or addition to this Contract shall be binding unless in writing and signed by both parties.

(d) The headings, captions, numbering systems, etc., are inserted only as a matter of convenience and shall not be considered in interpreting the provisions of this Contract.

(e) All of the provisions of this Contract shall be binding upon the personal representatives, heirs, successors and permitted assigns of both parties.

(f) If any of the dates or time periods in this Contract fall or end on a Saturday, Sunday or U.S. bank holiday, then such date or time period shall be extended until the next business day other than a Saturday, Sunday or U.S. bank holiday.

(g) This contract shall be interpreted using the laws of the State of Illinois. The sole venue for resolution of any dispute arising under this contract shall be the Circuit Court in and for the County of Macon.

DATED this _____ day of _____, 2019.

SELLER:	Buyer
CITY OF DECATUR	DECATUR MACON COUNTY OPPORTUNITIES CORP.
By:_____	By: _____
Dated: _____	Dated:_____
Address:_____	Address:_____

CITY OF DECATUR/Decatur Macon County Opportunities Corporation Contract of sale

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EXHIBITS

Exhibit A - Project Legal Description

Exhibit B – Description of Buyer's Property

Exhibit C - Quitclaim Deed

Exhibit D - Memorandum of Contract of Sale

Exhibit A

Legal Description of Premises

All of Lots One (1) Thru Eight (8) in Block Seven (7) of Higgin's Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Legal Description of ROW to be Vacated

Beginning at the Northwest corner of Lot Eight (8) in Block Seven (7) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence North 60 feet to the Southwest corner of Lot Twenty-Three (23) in Block Six (6) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the North Right of Way line of East Orchard Street to the Southeast corner of Lot Thirty (30) in Block Six (6) of said addition; thence South 60 feet to the Northeast corner of Lot One (1) in Block Seven (7) of said addition; thence West along the South Right of Way line of East Orchard Street to the point of beginning.

Parcel Numbers
12-11-304-019
12-11-304-016
12-11-304-018
12-11-304-015
12-11-304-017
12-11-304-013
12-11-304-012
12-11-304-011
12-11-304-008
12-11-304-009
12-11-304-010
12-11-304-007

EXHIBIT B

DESCRIPTION OF BUYER'S PROPERTY

Higgins Addition Lot 1-2-29 & 30 and Lots 28 & South ½ of Vacated Alley Lying and Adjacent Block 6 As per Plat recorded In Book 97 Page 115 of the recorded in the Recorder's Office of Macon County, Illinois.

EXHIBIT C

QUIT CLAIM DEED

STATUTORY DOCUMENT NO.

Tax Bill To: Decatur Macon County Opportunities Corp.
1122 E. Marietta St.
Decatur, IL 62526

TAX EXEMPT

THE GRANTOR, CITY OF DECATUR, ILLINOIS, a Municipal Corporation, for and in consideration of Six Hundred Fifty Dollars ($650.00) and other good and valuable consideration in hand paid, conveys to GRANTEE the DECATUR MACON COUNTY OPPORTUNITIES CORPORATION, an Illinois Not for Profit Corporation, the real estate legally described in Exhibit A attached hereto and hereby made a part hereof, which is situated in the County of Macon, State of Illinois, with the following restrictions:

Buyer, its successors and assigns (excluding Seller), shall: (1) Utilize the premises to house a not-for-profit corporation operating a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives; and (2) Upon request allow monitoring of records as may be required by the U.S. Department of Housing and Urban Development as allowed under federal law; and (3) fulfill all obligations as established in section three (3) of the Contract for Sale between buyer and seller executed on_____; and (4) Substantially complete construction of said structure to be operated by a not for profit corporation and used exclusively for providing services described in (1) above within one (2) years of the date of closing (subject only to force majeure delay); and (4) If Buyer, its successors or assigns (except Seller), fails to substantially complete said structure within one (2) years of the date of closing or fulfill all of the obligations as established in Section three (3) of said Contract for Sale, Buyer shall be in default and be required to transfer ownership of the Premises back to Seller or its assignee. Buyer has executed a quitclaim deed, conveying Buyer's interest in the Property in fee simple back to the City of Decatur. Said deed shall only be recorded in the event of Buyer's default, and only following reasonable notice and failure to cure, as provided in the default paragraph of the contract for sale. If Buyer defaults and is required to transfer the Premises to Seller, Buyer shall be responsible for any and all costs associated with the transfer, including transfer taxes, recording fees, closing costs, due and unpaid real estate taxes, and all costs associated with remediating any changes or improvements made to the Premises by Seller, its successors and assigns as

deemed necessary in the sole judgment of Seller. Substantial Completion or Substantially Complete means complete construction of the shell and core, with finished interiors of common areas to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work. The requirements to utilize the Premises to house a not-for-profit corporation operating a multipurpose agency to include a not-for-profit commercial kitchen for federally qualified senior nutrition programs, community services assisting low-income individuals working towards family stability, youth and senior services and associated uses, all of which serve at least 51% low-to-moderate income residents as defined by the U.S. Department of Housing and Urban Development, or with the prior written consent of the City, those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives. and to allow monitoring of records in (1) and (2) above shall survive the delivery of this deed for a period of ten (10) years and shall be specifically enforceable by Seller.

Subject to conditions, covenants, easements, and restrictions of record, including but not limited to utility easements in the right-of-way vacated by the City of Decatur, but only for so long as utility infrastructure shall remain in said right-of-way, and upon removal of said infrastructure, said utility easements shall cease and be extinguished, and also subject to all prior reservations, exceptions, or conveyances if any, of the coal, gas, oil, or other mineral title, and real estate taxes and assessments not due and payable as of the date hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this ____ day of _____ 2019.

CITY OF DECATUR, ILLINOIS,
a Municipal Corporation,

By _____
Scot Wrighton, City Manager

STATE OF ILLINOIS)
COUNTY OF MACON)

The foregoing Quit Claim Deed was acknowledged before me this _____ day of _____ 2019, by Scot Wrighton, City Manager of the City of Decatur, Illinois, for the purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, 2019.

_____
Notary Public

DOCUMENTARY STAMP

"Exempt under provisions of b, Section 31-45,
Property Tax Code (35 ILCS 200/31-45)."

_____

Date Buyer, Seller or Representative

Deed prepared by:

Billy Tyus
Deputy City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217.424.2727

LEGAL DESCRIPTION – EXHIBIT A

Legal Description of Property

Lots One (1) Thru Eight (8) in Block Seven (7) of Higgin's Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Legal Description of ROW to be Vacated

Beginning at the Northwest corner of Lot Eight (8) in Block Seven (7) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence North 60 feet to the Southwest corner of Lot Twenty-Three (23) in Block Six (6) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the North Right of Way line of East Orchard Street to the Southeast corner of Lot Thirty (30) in Block Six (6) of said addition; thence South 60 feet to the Northeast corner of Lot One (1) in Block Seven (7) of said addition; thence West along the South Right of Way line of East Orchard Street to the point of beginning.

EXHIBIT D

Prepared By:
Billy Tyus
Interim City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

MEMORANDUM OF CONTRACT OF SALE

The Decatur Macon County Opportunities Corporation ("The Buyer") and the City of Decatur (the "Seller") have entered into a Contract for Sale dated as of _____, 2019, (the "Agreement") with respect to certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Premises"). The Contract provides that the Buyer, subject to certain terms and conditions set forth in the Contract, shall develop a project as described in the Contract (the "Project") on the Premises.

Dated: _____, 2019

CITY OF DECATUR
an Illinois municipal corporation

By: _____
Its City Manager

Attest:
By: _____

Decatur Macon County Opportunities Corporation
an Illinois Corporation

By: _____

Print Name: _____

Title: _____

Its City Clerk

By: _____

Print Name: _____

Title: _____

Attest:
By: _____

Print Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the City Manager and City Clerk, respectively, of the City of Decatur, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Manager and City Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such City Manager and City Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2019

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of _____, an Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument

as his free and voluntary act as such _____ and _____, and as the free and voluntary act of _____, for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2019.

_____
Notary Public

LEGAL DESCRIPTION – EXHIBIT A

Legal Description of Property

Lots One (1) Thru Eight (8) in Block Seven (7) of Higgin's Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

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Exhibit B

Legal Description of Premises

All of Lots One (1) Thru Eight (8) in Block Seven (7) of Higgin's Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Legal Description of ROW to be Vacated

Beginning at the Northwest corner of Lot Eight (8) in Block Seven (7) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence North 60 feet to the Southwest corner of Lot Twenty-Three (23) in Block Six (6) of Higgins Addition, as per Plat recorded in Book 97, Page 115 of the Records in the Recorder's Office of Macon County, Illinois; thence East along the North Right of Way line of East Orchard Street to the Southeast corner of Lot Thirty (30) in Block Six (6) of said addition; thence South 60 feet to the Northeast corner of Lot One (1) in Block Seven (7) of said addition; thence West along the South Right of Way line of East Orchard Street to the point of beginning.

Parcel Numbers
12-11-304-019
12-11-304-016
12-11-304-018
12-11-304-015
12-11-304-017
12-11-304-013
12-11-304-012
12-11-304-011
12-11-304-008
12-11-304-009
12-11-304-010
12-11-304-007

City Manager

DATE:

MEMO:

TO: Mayor Julie Moore Wolfe and Decatur City Council Members

FROM: Billy Tyus, Interim City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Sale of land in the 2100 Block of Imboden Court to Decatur Ras LLC/Mull LLC.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution in support of the sale of land to Decatur Ras LLC/Mull LLC. The sale would support the continued economic development of both this company and the planned expansion of Mueller Company facilities on West. Eldorado St.

BACKGROUND:
As you know the Decatur City Council approved a resolution in November 2018 to provide a State of Illinois Grant to Mueller Company in support of the company's expansion plans. The developer plans to invest at least $5 million in its Eldorado St. facility in Decatur over the next two years and because of this it will retain at least 400 jobs in our community and increase local payroll over the current level. In order to support the planned project, the company needs to relocate and expand available parking.

Decatur Ras LLC/Mull LLC currently own the asphalt shingle recycling facility on West Eldorado Street just west of Mueller. The company has been in discussions with Mueller and the Economic Development Corporation to take ownership of that site to be used for parking. The city currently owns two parcels of property on the south end of town that house the Business incubator of Decatur. Over the years the site has been subject to environmental issues that have since been remediated but the state has issued a No Further Remediation letter with certain requirements that have to be maintained on site. The City has reached an agreement in principle that, if approved, would transfer the city owns property to Decatur RAS/Mull LLC for $650.

If this agreement is approved it would allow the industrial operations to be moved from Eldorado Street, allow Mueller and RAS/MULL LLC's to grow and expand operations.

This has been an ongoing project facilitated in strong partnership between the city and Mayor Julie Moore Wolfe, the Greater Decatur Chamber of Commerce, The Economic

Development Corp. of Decatur and Macon Co. and Senators Andy Manar and Chapin Rose.

PRIOR COUNCIL ACTION: Council previously approved a development agreement providing state incentives for the Mueller Co. project that were designated for the expansion of parking.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Mueller Co., The Economic Development Corporation of Decatur and Macon Co.

STAFF REFERENCE: Billy Tyus at 217-424-2801 or btyus@decaturil.gov or Wendy Morthland at wmorthland@decaturil.gov or 217-424-2708

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
resolution	Cover Memo

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING REAL ESTATE CONTRACT FOR PROPERTY LOCATED IN THE 2000 BLOCK OF SOUTH IMBODEN COURT

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

Section 1. That the Contract of Sale presented to the Council herewith and attached as Exhibit A between the City of Decatur, Decatur RAS LLC and MULL LLC for the Sale of Property located in the 2000 block of South Imboden Court as described in the attached Exhibit B for $650 be, and the same is hereby, received, placed on file and accepted.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign said Contract of Sale on behalf of the City of Decatur, and furthermore, that the City Manager be, and he is hereby, further authorized to cause to be done that which may appear to be appropriate to cause said real estate to be sold by and on behalf of the City.

PRESENTED AND ADOPTED this 4th day of February, 2019.

_____
JULIE MOORE-WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is by and between the CITY OF DECATUR, an Illinois municipal corporation ("Seller"), DECATUR RAS LLC, and MULL LLC, Limited Liability Companies in good standing currently located at 680 W. Eldorado St., Decatur, IL 62522 (MULL, LLC AND DECATUR RAS LLC collectively known as the "Buyer").

WITNESSETH:

Seller agrees to sell and Buyer agrees to purchase on the terms and conditions hereinafter set forth, real estate situated in Macon County, Illinois, described on Exhibit A attached hereto and incorporated by reference (the "Property").

1. Purchase Price. The purchase price for the Property is $650 Dollars with purchase price for the Property to be paid at closing, subject to closing adjustments.

2. No Representations. Seller has not made and does not make any representations, warranties or guarantees of any kind concerning the Property or its condition or suitability for Buyer's proposed use, whether express or implied, oral or written other than any declarations contained as part of this Contract. Buyer agrees that it is purchasing the Property "as is" with all faults and defects and based solely on Buyer's inspection, testing and investigation of the Property. Buyer acknowledges that the disclaimers, agreements and other statements set forth in this section are an integral portion of this Contract and that Seller would not agree to sell the Property to Buyer for the purchase price without the disclaimers, agreements and other statements set forth in this Paragraph 2 and that the disclaimers, agreements and other statements in this Paragraph 2 shall survive the closing of the sale under this Contract.

3. Conditions Precedent.

3.1 Seller obligations under this Contract are subject to the following conditions:

(a) Seller approving Buyer's site plan and landscape plan for Buyer's proposed development of the Property.

(b) Buyer obtaining all approvals and permits from all governmental authorities having jurisdiction over the Property which are necessary to permit Buyer's proposed development of the Property.

(c) Buyer conveying title to properties described in Exhibit B attached hereto to Central Illinois Development Consortium, LLC or other party as agreed upon in writing by Seller for construction of a parking lot for Mueller Co. LLC. Buyer shall be required to relocate any and all business operations from properties described in Exhibit B to the Property or other locations, to include the shingles recycling operation, refuse hauling and associated equipment operations, the corn product recycling operation currently being performed for Archer Daniels Midland Company. This Contract and settlement shall be contingent on the Settlement on Buyer's property located at 650 W. Eldorado St., Decatur, IL with Central Illinois Development Consortium, LLC (or assigns) at terms acceptable to Buyer.

(d) Seller agrees to rezone the properties as legally described in Exhibit A attached hereto from M-1 Intense Commercial-Light Industrial to M-2 Heavy Industrial if required by the City of Decatur Zoning Ordinance to facilitate Buyer's operations.

3.2 Buyer's obligations under this Contract are subject to the following conditions:

(a) Buyer shall at its expense and option, obtain such title reports and surveys as to the Property as Buyer may desire. Buyer shall advise Seller in writing within 60 days after the effective date of this Contract concerning any defect in the condition of title disclosed by

such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to Buyer shall be delayed pending Sellers efforts to resolve the same. In event Seller is unable or unwilling to cure such defects within a reasonable time after notice thereof, Buyer or Seller may elect to cancel and terminate this Contract and the rights and obligations of the parties hereunder; and in such event, Seller shall refund to Buyer all sums paid hereunder if Buyer shall so elect. Failure to notify Seller of any objectionable title defect as above said shall constitute a waiver thereof. Title may be subject only to the following exceptions:

(i) Easements, restrictions and reservations of record on the date hereof;

(ii) Building and use restrictions;

(iii) Special assessments levied for local improvements;

(iv) Zoning regulations and ordinances affecting the Property; and,

(v) The lien of current general real estate taxes.

(b) Buyer shall have Sixty (60) day Due Diligence period from the date of this Agreement to approve the following matters at his sole and absolute discretion:

(i) Matters of Title, whereby Buyer shall be responsible to obtain any title reports or title commitments as desired. Seller agrees to provide the current policy of title insurance, if any, to Buyer immediately upon execution of this Agreement.

(ii) Matters of Survey whereby Buyer shall be responsible to perform any surveys for encroachments, boundary lines, or other matters. Seller warrants and represents it is not aware of any boundary disputes, lot line infringements, or encroachments.

(iii) Insurability of the Property and improvements thereon including review of Seller's current insurance policies, which Seller agrees to provide to Buyer immediately upon execution of this Agreement.

(iv) All Tenant Leases that affect the Property, if any, which Seller agrees

to provide to Buyer immediately upon execution of this Agreement.

(v) The last 12 months of all Utility bills for the Premises, which Seller agrees to provide to Buyer immediately upon execution of this Agreement.

(vi) Rent Rolls, Income and Expense Statements for the last 12 months, which Seller agrees to provide to Buyer immediately upon execution of this Agreement.

(vii) All Agreements for Maintenance, Property Management, if any, including those with the Community Investment Corporation of Decatur, or Business Center of Decatur, together with any Agreements for any work currently being performed on the premises, which Seller agrees to provide to Buyer immediately upon execution of this Agreement.

(viii) Environmental matters including the review of all issued "No Further Remediation" letters, environmental agreements and environmental reports whereby Buyer shall be responsible to perform any environmental inspections including as desired, along with any testing for the presence of Lead Based Paint, Radon, and other health hazards.

(ix) Buyer may have all properties and improvements thereto professionally inspected including but not limited to the structure, roof, plumbing, heating, cooling, ventilation, electrical, well, sewer, or septic systems of the subject properties. Should the inspection report indicate defects to the property which are unacceptable to Buyer, then Buyer shall have the option of declaring the Agreement null and void and all earnest money shall be returned.

(1) Buyer agrees that any inspections performed pursuant to this Agreement is signed shall not cause Seller to make any improvements, repairs or environmental remediation.

(2) Buyer agrees that if Buyer failed to inspect the Premises, such failure shall not alter or impair the understandings and agreements of the Buyer and Seller set forth in this Agreement or any addendums thereto.

(3) Buyer agrees that by closing hereunder Buyer accepts the Premises as it is on the closing date and that thereafter Seller shall have no further obligations, liabilities or responsibilities or any nature regarding the Property, nor shall Seller have any further obligations, liabilities or responsibilities under this Agreement or any addendum thereto, anything else to the contrary notwithstanding.

(4) Subject to Buyers Inspections, Buyer agrees to purchase the Property "as is" and "with all faults" and acknowledges that Seller makes no representations or warranties of any nature.

3.3 Both Seller and Buyer agree:

(a) To comply with the requirements of the Real Estate Settlement Procedures Act;

(b) At any time after the date hereof, with advanced approval of Seller, architects and engineers and representatives of Buyer shall have reasonable access to the Property for the purpose of measurement and preparation of design plans for Buyer and other work to prepare the Property for operations, provided such access cannot interfere with the usual business of Seller performed on the Property. Buyer shall indemnify and hold Seller harmless from and against all losses, costs, damages and liabilities arising out of Buyer or any of its employees, agents or contractors entering the Property. In the event that closing does not occur or this transaction is not completed, Buyer shall be responsible for any and all costs associated with remediating any changes or improvements made to Property by Buyer or its agents, successors and assigns as deemed necessary by the Seller.

3.4 Closing. The time and place of settlement on the date of closing shall be fixed by mutual agreement of the parties but in no event shall such closing take place more than 120 days from the date that this agreement is approved by the Decatur City Council or prior to the

Buyer's sale of land described in Exhibit B to Central Illinois Development Consortium, LLC. Said closing date may be extended or amended upon mutual written agreement by Seller and Buyer. At the settlement Buyer shall deliver to Seller or cause to be paid:

(i) All documents as Seller's counsel may reasonably require.

(ii) An amount equal to the cost of recording any release of indenture of mortgage or trust deed; and,

(iii) An amount equal to the cost of Illinois revenue stamps if required to be affixed to Seller's quitclaim deed.

(iv) An amount equal to any and all costs associated with the transfer of ownership to Property including but not limited to any real estate taxes unpaid and due after the date of closing prorated to the date of closing, based upon the last ascertainable real estate taxes on the Property; the fee charged by the Title Company for closing the sale; the fee for recording the deed; the cost of an survey; and the cost of the title commitment and policy.

Seller shall deliver to Buyer:

(i) Its executed quitclaim deed to the Property, containing only those exceptions listed in subparagraphs (i) through (v), inclusive, of paragraph 3.2 above.

(ii) A sufficient release of any indenture of mortgage or trust which may be a lien on the Property; and,

(iii) Such other documents as Buyer's counsel may reasonably require.

3.5 Buyer shall have the right to take possession of the Property on completion of the transaction of the date of closing.

3.6 While this Contract is in effect, Seller shall (i) not enter into or amend any contracts, options, leases, easements or other agreements adversely affecting the Property, and (ii) not take any action which would adversely affect the ownership or condition of the Property.

4. Environmental Conditions and Requirements

4.1 Buyer agrees that Borg Warner, Inc ("Borg Warner") and Flow Control US Holding Corp.("Flow Control")(collectively, the "Companies") are third party beneficiaries

of this Contract pursuant to a City Property Remediation Agreement dated _____ in which the the Companies' predecessors agreed to pay for remediation on the Property.

4.2. As a result and in addition to the Seller, Borg Warner and Flow Contol are entitled to enforce the following obligations;

(a) Buyer shall comply with all of the requirements of the No Further Remediation letter ("NFR") issued by the Illinois Environmental Protection Agency on September 3, 2013 and recorded with the Macon County Recorder's Office on September 10, 2013, a copy of which is attached hereto and incorporated herein as Exhibit __. Such requirements include, but are not limited to maintenance of engineered barriers and institutional controls described in the NFR;

(b) Buyer shall not allow the release of any Contaminant at to or from the Property in violation of, or that creates any liability under any Environmental Law;

(c) Buyer shall indemify and hold harmless Borg Warner and Flow Control as well as the Seller for any and all remediation, investigation, damages (including diminution in Property Value), losses, expenses (including attorneys' and consultants' fees and costs) costs, death or injuries that arise from any failure by Transferee to comply with the applicable requirements of the NFR letter issued with respect to the Property.

4.3 For the purposes of this Paragraph, the following definitions apply:

(a) "Contaminant" shall mean any substance, material, product, compound, liquid, solid or gas (i) that is now or is in the future defined as or included within the definition of a "pollutant," "contaminant," "toxic substance," "hazardous waste," "hazardous substance," "extremely hazardous substance," "hazardous chemical" or "hazardous material," or any other words of similar import under any Environmental Law, or (ii) exposure to which or the presence, use, generation, treatment, release, transport or storage of which is now or hereafter

prohibited, limited, restricted or regulated under any Environmental Law.

(b) "Environmental Law" shall mean any federal, state or local law, statute, ordinance, regulation, code, policy, rule, directive, order, license, permit or decree now or hereafter in effect, relating to the regulation or protection of human health, safety, natural resources or the environment (including the air, groundwater, surface water and soils), including, without limitation, the Illinois Environmental Protection Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act and the Federal Water Pollution Control Act and all regulations implementing such statutes.

5. Title Commitment. Buyer shall obtain a current title commitment for an owner's title insurance policy for the Property and provide a copy to Seller. Buyer shall pay all title examination fees or other expenses charged by the Title Company for the purpose of issuing such title commitment.

6. Seller's Closing Obligations. At the closing,

(a) Seller shall deliver to Buyer or to such person or entity as Buyer may nominate subject to Section 8 of this Contract a quitclaim deed to the Property subject to 2018 real estate taxes and assessments and subsequent years not yet due and payable, all easements, agreements, restrictions and other matters of record.

7. Seller Environmental Indemnification. Buyer releases Seller from any and all liability, costs, damages, expenses and the like arising out of or in any manner related to the environmental condition of the Property, including but not limited to the claims of third parties and governmental requirements. This release shall survive closing.

8. Business Center of Decatur Operations. The Business Center of Decatur, currently operational on the Property and located at 2121 S. Imboden Ct., shall be allowed to continue

operations for at least 12 months following the execution of this Contract unless mutually agreed upon in writing by the Buyer and Seller. Upon closing, Buyer shall assume and become responsible for any and all leases or agreements in place for Business Center of Decatur occupants.

9. Default. If the conditions precedent of this Contract are satisfied or waived by Buyer and Seller, and if Seller fails to consummate this Contract for any reason other than the default of Buyer, then Buyer may enforce specific performance or seek other legal remedies. If Buyer shall default in the performance of its obligations under this Contract, then Seller may enforce specific performance or seek other legal remedies.

10. Assignment Neither the Seller nor Buyer may assign this Contract or their interest in the Property without the prior written consent of the other. The terms of this Contract and deed conveying ownership in the Property shall be binding on the parties, their respective successors, personal representatives, heirs and assigns.

11. Survival. The conditions of Paragraphs 4 and 8 shall survive closing.

11. Miscellaneous

(a) Any notice which either party may be required to give hereunder or which either party is permitted or may desire to give to the other party shall be in writing and given either personally or by mailing the same by registered or certified mail, return receipt requested, to the party to whom notice is directed at the address of such party as follows:

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

Buyer: Phil Pugsley
Decatur RAS LLC

680 W. Eldorado St.
Decatur, IL 62522

Any notice served by mail shall be deemed given on the day in which the same is postmarked and deposited in the United States mail, addressed as above provided with postage thereon fully prepaid. Either party may change the party or address to which any such notice is to be addressed by giving written notice to the other party of such change. Any time limitation provided for in this Contract shall begin on the date that the party actually receives such notice, or refuses to accept delivery, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

(c) This Contract constitutes the entire Contract between Seller and Buyer, and there are no other covenants, agreements, or conditions, either oral or written, between them concerning the Property other than those set forth in this Contract. No subsequent change, deletion or addition to this Contract shall be binding unless in writing and signed by both parties.

(d) The headings, captions, numbering systems, etc., are inserted only as a matter of convenience and shall not be considered in interpreting the provisions of this Contract.

(e) All of the provisions of this Contract shall be binding upon the personal representatives, heirs, successors and permitted assigns of both parties.

(f) If any of the dates or time periods in this Contract fall or end on a Saturday, Sunday or U.S. bank holiday, then such date or time period shall be extended until the next business day other than a Saturday, Sunday or U.S. bank holiday.

DATED this _____ day of _____, 2019.

SELLER:	BUYER:
CITY OF DECATUR	DECATUR RAS LLC/MULL LLC

By:_____

Dated:_____

Address: _____

_____

BY:_____

Dated:_____

Address: _____

_____

ATTEST:

_____
CITY CLERK

LEGAL DESCRIPTION – EXHIBIT A

Parcel Numbers:
17-12-27-126-002
Beginning at a point 2015.13 feet East of the Northwest Corner of Sector 27, T-16-N, R-2-E of the 3rd P.M.; thence South 28 21 ‘ 03” West, a distance of 116.10 feet; thence South 4 34’03” West, a distance of 100.72 feet; thence South 28 53’ 03” West, a distance of 1207.27 feet; thence South 82 31’ 10” West, a distance of 121.67 feet; thence North 61 13’35” West, a distance of 504.13 feet; thence North 28 40’43” , a distance of 500.00 feet, thence North 28 07’ 16” East, a distance of 1133.46 feet; thence South 60 52’ East, (S60 58’52” E), 575.10 feet; thence South 28 21’ 03” West, a distance 143.72 feet to the point of beginning, containing 22.433 Acres, more or less

04-12-22-376-002
Beginning at a point 2015.13 feet East of the Northwest Corner of Section 27, T-16-N, R-2-E of the 3rd P.M.; thence South 28 21 ‘ 03” West, a distance of 116.10 feet; thence South 4 34’ 03” West, a distance of 100.72 feet; thence North 28 53’ 03” East, a distance of 351.52 feet; thence North 60 58’ 52” West, a distance of 43.89 feet; thence South 28 21’ 03” West, a distance of 1437.75 feet to the point of beginning, containing 0.298 Acres, more or less.

Exhibit B

RAS LLC and MULL LLC Property Legal Descriptions

The North 50 feet of the East ½ of Lot 9, EXCEPT the East 38 feet thereof; and a tract 38 feet in width off of the East side of Lots 9, 10 and 11 in Block 1 of S.K. Thompson's Second Addition to the City of Decatur, as per Plat recorded in Book U, page 623 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT 30 feet in width off of the South side of said Lot 11, and EXCEPT that part deeded to the State of Illinois in Warranty Deed recorded in Book 2174, Page 502 as Document No. 1191496. Situated in Macon County, Illinois. Tax ID#: 04-12-15-127-012

Lot Two (2) of Mueller Co., 1951 Resurvey of Factory Grounds, as per Plat recorded in Book 982, Page 26 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Tax ID#: 04-12-15-128-001

Lot 11 and the South 127 feet of the West 81 feet of Lot 12 in Block 2 of S.K. Thompson's 2nd Addition to the City of Decatur, as per Plat recorded in Book U, Page 623 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT the West 50 feet of said Lot 11, and EXCEPT that part of Lot 11 conveyed to the Wabash Railroad Company by deed recorded in Book 381, Page 5, and EXCEPT that part deeded to the State of Illinois in Warranty Deed recorded in Book 2174, Page 502 as Document No. 1191496. Situated in Macon County, Illinois. Tax ID#: 04-12-15-128-014

LEGAL DESCRIPTION – EXHIBIT B

Parcel Numbers:
17-12-27-126-002
Beginning at a point 2015.13 feet East of the Northwest Corner of Sector 27, T-16-N, R-2-E of the 3rd P.M.; thence South 28 21 ‘ 03” West, a distance of 116.10 feet; thence South 4 34’03” West, a distance of 100.72 feet; thence South 28 53’ 03” West, a distance of 1207.27 feet; thence South 82 31’ 10” West, a distance of 121.67 feet; thence North 61 13’35” West, a distance of 504.13 feet; thence North 28 40’43” , a distance of 500.00 feet, thence North 28 07’ 16” East, a distance of 1133.46 feet; thence South 60 52’ East, (S60 58’52” E), 575.10 feet; thence South 28 21’ 03” West, a distance 143.72 feet to the point of beginning, containing 22.433 Acres, more or less

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ATTACHMENTS:

Description	Type
Lake Decatur Watershed - 4th Quarter Report	Backup Material

TO: **Honorable Mayor, Julie Moore Wolfe**
FROM: Natalie Misner, Watershed Specialist
DATE: January 15, 2018
SUBJECT: 4th Quarter Report
PERIOD: October 1, 2018 – December 31, 2018

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. Billy Tyus, Interim City Manager
Mr. Matt Newell, Public Works Director
Mr. Keith Alexander, Water Production Manager

Watershed Conservation Cost-Share Projects:

The SWCD serves as the administrator for several cost-share programs within Macon County and the Lake Decatur Watershed. These cost-share funding pools come from city (Lake Decatur, state and federal funds. The following describes what funding activities have occurred within the fourth quarter.

Projects built and/or paid for this quarter:

1 urban stream stabilization project in Monticello Township, Piatt Co. – paid
1 grassed waterway in S. Part Mt. Zion (Milam) Township, Macon Co. – built and paid

Projects approved for funding and awaiting implementation:

1 sediment basin in Oakley Township, Macon Co. – approved, surveyed, designed
1 grassed waterway in Oakley Township, Macon Co. – approved, surveyed, designed
1 sediment basin in Goose Creek Township, Piatt Co. – approved, surveyed

Interest in the program remains strong; all funds for BMP Implementation in FY18 were allocated at our March 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), construction site inspections for the Land Disturbance Permit program, and inspection of detention basins. This quarter 2 land disturbance permits were taken out with 1 occurring within the Lake Decatur Watershed.

The MS4 Work Group met on November 20, 2018 providing Natalie her first opportunity to meet the members of the Work Group and to discuss where things left off from the previous Watershed Specialist. The meeting centered around planning for the upcoming annual contractor's training and migrating the MS4 website to a new web platform as the existing platform is phased out.

Oakley Township Sediment Basin Advisory Committee:

Two advisory committee meetings were held this quarter, discussing the maintenance of the sediment storage site. The SWCD Watershed Specialist serves as a technical resource for the committee.

Illinois Environmental Protection Agency (IEPA) Construction Site Inspection Program:

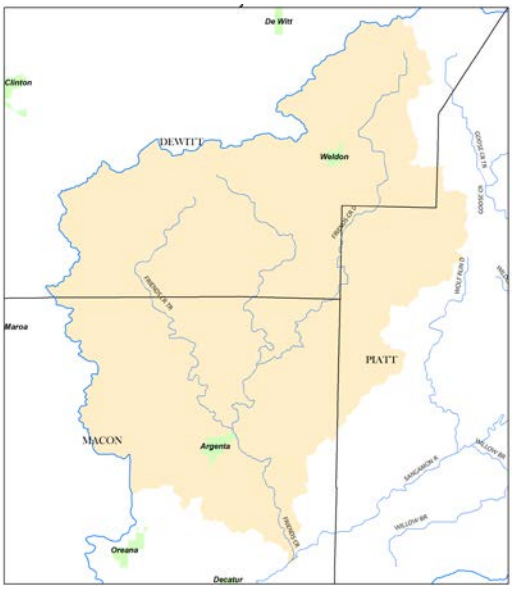
Currently, there are 13 active construction sites with IEPA NPDES permits, 7 within the Lake Decatur Watershed in Macon County. The SWCD provides educational assistance to the site owners, making sure erosion and sediment controls are installed and functional at each site.

Technical Assistance:
The Soil and Water Conservation District staff are available to answer questions regarding soil erosion and flood water concerns in Macon County and the Lake Decatur Watershed. In the past quarter, staff responded to 15 requests for assistance. Assistance requests included questions regarding sediment basin installation and maintenance, stream bank erosion and head-cutting, managing native animals (beavers), and program availability.

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 FY18, the fourth year of implementation grant, a total of $130,094.00 was obligated which affected 519 acres of land. Practices installed on those acres included terrace/tile systems, no-till land management and cover crops.

IEPA 319 Grant: Friends Creek Watershed Planning
The staff at the SWCD will work with stakeholders to develop a watershed-based plan for Friends Creek, a sub-watershed of Lake Decatur. Funding from the Illinois Environmental Protection Agency (IEPA) 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.

During the fourth quarter of FY18 several steps were made toward developing the watershed-based plan. A stakeholder meeting was held on November 8th at the Friends Creek Community Building in Argenta to review models of the several "best case scenarios" with certain BMP applications within the watershed. A field survey of cover crops was conducted throughout the Friends Creek Watershed and a short landowner/operator survey was sent out with the SWCD's quarterly newsletter. At the advice of the IEPA grant manager, the bulk of the watershed-based plan documentation will be prepared by a subconsultant. The SWCD will continue to administer the grant and facilitate stakeholder involvement. The next scheduled stakeholder meeting is scheduled for February 21st, 2019.

IEPA 319 Grant: Big & Long Creek Implementation Grant
The Macon County SWCD has been awarded an implementation grant for the Big & Long Creek Subwatersheds. With successful securing of suitable projects and agreement execution, a total of $205,083.00 will become available through state financial assistance and in-kind match to implement a variety of BMPs within the two subwatersheds.

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. This year, the following education programs were held:

Date	***Name of Event***	***Program Presented***	***People in Attendance***
1/11/2018	Lady Landowners	Women in Agriculture	28
2/14/2018	Contractors Meeting	Pipeline Awareness & Safety	17
3/1/2018	Annual SWCD Meeting	Cover Crops-Mike Ward	30
3/10-11/2018	Decatur Lawn & Garden Show	MS4 Work, Rain gardens	1000+
4/21/2018	Festival of Spring	Rain Gardens/ Composting/Fertilizers/Environscape	200
5/1-3/2018	Agucation	Conservation Jeopardy	600
5/7-9/2018	Birding in cover crops	Grassland Bird Id Workshop & Field Day	14
5/10/2018	Lady Landowners	Cover Crop Management	32
6/13/2018	Friends Creek Watershed Stakeholder Meeting	Streambank survey results, transect survey results, nutrient modeling results, riparian survey results	17
7/12/2018	Lady Landowners	Tour of ADM	30
7/12/2018	Strip Till Field Day	Mechanics of Strip Till & demonstrations	90
7/31/2018	Habitat Conservation Connection	Connections between wildlife habitat and in-field agriculture conservation	32
8/30/2018	Pond Demo	Plant & Fish ID, Pond Maintenance	60
9/19/2018	Friends Creek Watershed Stakeholder Meeting	Agricultural and Urban BMPs	11
9/20/2018	Lady Landowners	Tour of IDOA	54
10/8/2018	Friends Creek Watershed Stakeholder Meeting	Modeling of existing conditions and best-case scenarios.	12
11/10/2018	Sangamon Watershed Celebration	Enviroscape demonstration	25
11/13/2018	Community Environmental Council Meeting	Heart of the Sangamon River Ecosystem Partnership	20
		Total Reached in FY18	***2,272***

Other Roles and Responsibilities:

In addition to the programs detailed above, the SWCD staff serve in the following capacities during the year:

- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification
- Participate in the Heart of the Sangamon River Ecosystem Partnership meetings
- Hold biannual fish sale
- Participate in external training events to stay current in issues related to soil health, erosion control, and conservation.

Closing Comments:

We have included the financial report for the quarter ending December 31, 2018 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 natalie@maconcountyswcd.com.

Board of Directors

David Carr, Chairman
Eric Veech, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Chase Brown, Director
Ross Ferrill, Director

Staff

Manny Wei, Watershed Technician
Natalie Misner, Watershed Specialist
Angela Daily, Administrative Coordinator

FINANCIAL STATEMENT

Lake Decatur Watershed Protection Program

City Allocation for MCSWCD Vendor # 796

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	12/31/2018	
	January 1 - March 31, 2018	April 1 - June 30, 2018	July 1- September 30, 2018	October 1 - December 31, 2018	Total Invoiced to City	
Operational Expenses	**1st Qtr.**	**2nd Qtr.**	**3rd Qtr.**	**4th Qtr.**	**FY ending 12/31/2018**	Percent of Contract $
Salary Watershed Technician	14,615.00	$ 9,052.50	$ 9,480.00	$ 12,223.77	$ 45,371.27	30%
Salary Watershed Specialist	6,962.03	$ 7,788.26	$ 9,837.41	$ 9,329.78	$ 33,917.48	22%
1/3 Salary Administrative Coordinator	3,496.50	$ 2,947.50	3,150.00	$ 3,150.00	$ 12,744.00	8%
Payroll taxes	4,044.88	$ 3,557.33	$ 2,208.87	$ 4,081.59	$ 13,892.67	9%
Benefits	1,394.78	$ 1,200.00	$ 965.09	$ 1,342.79	$ 4,902.66	3%
BMP Implementation				$ 25,000.00	$ 25,000.00	100%
Meetings and Training	97.38	$ 375.95			$ 473.33	0%
Professional fees	460.81	$ 121.15	$ 166.79	$ 439.52	$ 1,188.27	1%
Insurance		$ 2,313.68	$ 484.84		$ 2,798.52	2%
Outreach	239.18	$ 475.14	$ 662.11	$ 257.10	$ 1,633.53	1%
Education		$ 16.11	$ 179.46	$ 2,771.43	$ 2,967.00	2%
Internet	37.95	$ 37.95	$ 25.30	$ 37.96	$ 139.16	0%
Truck/ Insurance	202.90	$ 95.03	$ 304.64	$ 96.14	$ 698.71	0%
Office Equipment	99.88				$ 99.88	0%
Office Expenses	144.82	$ 197.24	$ 274.45	$ 117.04	$ 733.55	0%
Postage	78.57	$ 52.60	$ 52.60	$ 70.74	$ 254.51	0%
Total Expenses	31,874.68	$ 28,230.44	$ 27,791.56	$ 58,917.86	$ 146,814.54	97%

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2018	
	1st Qtr.	**2nd Qtr.**	**3rd Qtr.**	**4th Qtr.**	**Total Invoiced to City**	**Percentage Complete**
Agreement Amount	$ 151,969.00	$ 120,094.32	91,863.88	$ 64,072.32		
Total Invoiced to City	$ 31,874.68	$ 28,230.44	$ 27,791.56	$ 58,917.86	$ 146,814.54	99%
Agreement Balance	$ 120,094.32	$ 91,863.88	$ 64,072.32	$ 5,154.46		

ATTACHMENTS:

Description	Type
Lake Decatur Watershed - 2018 Annual Report	Backup Material

TO: **Honorable Mayor, Julie Moore Wolfe**
FROM: Natalie Misner, Watershed Specialist
DATE: January 15, 2018
SUBJECT: FY18 Annual Report
PERIOD: January 1, 2018 – December 31, 2018

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. Billy Tyus, Interim City Manager
Mr. Matt Newell, Public Works Director
Mr. Keith Alexander, Water Production Manager

Cost-Share Programs:

The SWCD serves as the administrator for several cost-share programs within Macon County and the Lake Decatur Watershed. Support for the cost-share funding comes from city, state and federal sources. Applications for these programs are accepted throughout the year and often originate from technical assistance calls. Applications are ranked in the spring of each year and each project is typically given two years to be implemented. The tables below break down the activities that have occurred in the different cost-share programs during the 2018 Fiscal Year.

Lake Decatur Watershed Program

The Lake Decatur Watershed Program is supported through funding allocated by the City of Decatur. Each fiscal year the City of Decatur allocates $25,000 toward conservation practices that reduce sediment and nutrient loading into the Lake Decatur Watershed. Approved projects are reimbursed up to 60% of their total cost. Several FY16 and FY17 projects were completed during FY18 in addition to funding two new projects: one grassed waterway with 158 acres affected and one sediment basin with 12.5 acres affected.

Practice	Affected Acres	Activity in Reporting Period	FY Funding	Cost Share Provided	Located in Lake Decatur Watershed?
Grassed Waterway	146	Paid	FY16	$4,184.28	Yes
Grade Stab. Str.	552	Installed/Paid	FY16	$5,250.00	Yes
Grassed Waterway	1,130	Paid	FY16	$11,302.22	Yes
Grassed Waterway	12.1	Paid	FY16	$1,180.78	Yes
Stream Stab.	10	Installed/Paid	FY17	$4,030.00	Yes
Sediment Basin	196	Allocated	FY17	$20,970.00	Yes
Grassed Waterway	158	Allocated	FY18	$9,418.80	Yes
Sediment Basin	12.5	Allocated	FY18	$14,889.30	Yes

Partners for Conservation Program

Funding for the Partners for Conservation Program comes from the Illinois Department of Agriculture. Funding for PFC varies from year to year with participants receiving up to 60% reimbursement. Over the last year the SWCD wrapped up several FY17 projects and received $7,500 for FY18 which funded one grassed waterway with 45 acres benefitted.

Practice	Affected Acres	Activity in Reporting Period	FY Funding	Cost Share Provided	Located in Lake Decatur Watershed?
Grassed Waterway	1,433	Installed/Paid	FY17	$5,509.20	No
Grassed Waterway	42	Installed/Paid	FY17	$4,941.39	No
Grassed Waterway	183	Installed/Paid	FY17	$5,046.60	Yes
Grassed Waterway	19	Installed/Paid	FY17	$3,204.74	No
Grassed Waterway	45	Allocated	FY18	$7,350.00	Yes

Streambank Stabilization and Restoration Program
The SSRP is funded through the IDOA but was no money was awarded to the SWCD for FY18. No work occurred during this reporting period.

Regional Conservation Partnership Program
In 2015 the USDA awarded the Macon County SWCD $500,000 of NRCS funding to be utilized over five years. The awarded funds have been used to implement BMPs in the Sangamon River Watershed under the "BMP Implementation for Nutrient and Sediment Loss Reduction in Macon County, Illinois". For FY18, the fourth year of implementation grant, a total of $130,094.00 was obligated which affected 519 acres of land. Practices installed on those acres included terrace/tile systems, no-till land management and cover crops.

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), construction site inspections for the Land Disturbance Permit program, and inspection of detention basins. During FY18, 29 land disturbance permits were taken out with 20 occurring within the Lake Decatur Watershed.

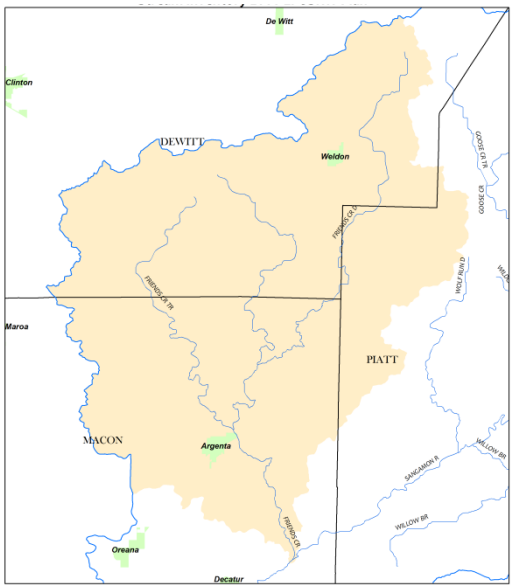
Oakley Township Sediment Basin Advisory Committee:
The SWCD Watershed Specialist serves as a technical resource for the committee. The committee meets on a quarterly basis.

Illinois Environmental Protection Agency (IEPA) Construction Site Inspection Program:
A total of 16 construction sites with IEPA National Pollution Discharge Elimination System (NPDES) permits, 6 within the Lake Decatur Watershed in Macon County. The SWCD provides educational assistance to the developers and contractors, making sure erosion and sediment controls are installed and performing properly at each site.

Technical Assistance:
The Soil and Water Conservation District staff are available to answer questions regarding soil erosion and flood water concerns in Macon County and the Lake Decatur Watershed. During FY18, SWCD staff responded to 39 technical assistance requests. Assistance requests included questions regarding sediment basin installation and maintenance, stream bank erosion and head-cutting, managing native animals (beavers), and program availability. Often these requests require site visits and lead to cost-share program application submittals.

Grants:

IEPA 319 Grant: Friends Creek Watershed Planning



In 2017, the Illinois Environmental Protection Agency awarded the Macon County SWCD $120,672.00 to assist in the development of a watershed-based plan for the Friends Creek Watershed. Development of the plan includes stakeholder involvement to identify watershed priorities, locate potential sites for improvement, and model the effects of implementing those practices. Having an approved plan will increase the likelihood of receiving future federal funds to implement the practices noted in the plan. During FY18 the following activities were accomplished:

- 4 stakeholder meetings
- 1 watershed-wide cover crop survey
- 2,500 BMP survey mailers sent to landowners/tenants
- $29,443.94 of in-kind match from the SWCD and its partners (City of Decatur, U of I Extension, Agricultural Watershed Institute, Macon County Conservation District, Precision Conservation Management, Association of Illinois Soil and Water Conservation Districts, Dewitt County SWCD, Piatt County SWCD, and the Heart of the Sangamon River Ecosystem Partnership).
- Initiated a subcontract to complete the watershed-based plan

IEPA 319 Grant: Big & Long Creek Implementation Grant

The Macon County SWCD has been awarded an implementation grant for the Big & Long Creek Subwatersheds. With successful securing of suitable projects and agreement execution, a total of $205,083.00 will become available through state financial assistance and in-kind match to implement a variety of BMPs within the two subwatersheds.

FY18 has had ups and downs for this grant. Due to the length of time that has passed since the original grant application, several landowners that had planned on implementing the projects backed out. Reasons provided for no longer being interested included change in land ownership and changes in commodity prices affecting overall financial positioning. Efforts to find replacement projects proved to be a struggle. At the recommendation of the IEPA grant manager, the Macon County Conservation District was contacted to inquire about additional BMPs that might be needed at the Fort Daniel Conservation Area. With some coordination, it looks that there may be viable projects with the MCCD. These will be added to the remaining original projects. Coordination between the SWCD, IEPA and MCCD will continue into FY19.

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. This year, the following education programs were held:

Date	***Name of Event***	***Program Presented***	***People in Attendance***
1/11/2018	Lady Landowners	Women in Agriculture	28
2/14/2018	Contractors Meeting	Pipeline Awareness & Safety	17
3/1/2018	Annual SWCD Meeting	Cover Crops-Mike Ward	30
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		Total Reached in FY18	***2,272***

Other Roles and Responsibilities:

In addition to the programs detailed above, the SWCD staff serve in the following capacities during the year:

- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification
- Participate in the Heart of the Sangamon River Ecosystem Partnership meetings
- Hold biannual fish sale
- Participate in external training events to stay current in issues related to soil health, erosion control, and conservation.

Closing Comments:

We have included the FY18 financial report for the year ending on December 31, 2018 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 natalie@maconcountyswcd.com.

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Staff

Manny Wei, Watershed Technician
Natalie Misner, Watershed Specialist
Angela Daily, Administrative Coordinator

FINANCIAL STATEMENT

Lake Decatur Watershed Protection Program

City Allocation for MCSWCD Vendor # 796

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	12/31/2018	
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Salary Watershed Specialist	6,962.03	$ 7,788.26	$ 9,837.41	$ 9,329.78	$ 33,917.48	22%
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Payroll taxes	4,044.88	$ 3,557.33	$ 2,208.87	$ 4,081.59	$ 13,892.67	9%
Benefits	1,394.78	$ 1,200.00	$ 965.09	$ 1,342.79	$ 4,902.66	3%
BMP Implementation				$ 25,000.00	$ 25,000.00	100%
Meetings and Training	97.38	$ 375.95			$ 473.33	0%
Professional fees	460.81	$ 121.15	$ 166.79	$ 439.52	$ 1,188.27	1%
Insurance		$ 2,313.68	$ 484.84		$ 2,798.52	2%
Outreach	239.18	$ 475.14	$ 662.11	$ 257.10	$ 1,633.53	1%
Education		$ 16.11	$ 179.46	$ 2,771.43	$ 2,967.00	2%
Internet	37.95	$ 37.95	$ 25.30	$ 37.96	$ 139.16	0%
Truck/ Insurance	202.90	$ 95.03	$ 304.64	$ 96.14	$ 698.71	0%
Office Equipment	99.88				$ 99.88	0%
Office Expenses	144.82	$ 197.24	$ 274.45	$ 117.04	$ 733.55	0%
Postage	78.57	$ 52.60	$ 52.60	$ 70.74	$ 254.51	0%
Total Expenses	31,874.68	$ 28,230.44	$ 27,791.56	$ 58,917.86	$ 146,814.54	97%
	1st Qtr.	**2nd Qtr.**	**3rd Qtr.**	**4th Qtr.**	**YTD 2018**	
	1st Qtr.	**2nd Qtr.**	**3rd Qtr.**	**4th Qtr.**	**Total Invoiced to City**	**Percentage Complete**
Agreement Amount	$ 151,969.00	$ 120,094.32	91,863.88	$ 64,072.32		
Total Invoiced to City	$ 31,874.68	$ 28,230.44	$ 27,791.56	$ 58,917.86	$ 146,814.54	99%
Agreement Balance	$ 120,094.32	$ 91,863.88	$ 64,072.32	$ 5,154.46		