



**Monday, December 3, 2018
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of November 19, 2018 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Estimating Amounts Necessary to be Raised by the 2018 Tax Levy
2. Public Hearing Regarding Annual Tax Levy for the City of Decatur
3. Resolution Approving the Budget for the City of Decatur for the Fiscal Period Beginning January 1, 2019 and Ending December 31, 2019
4. Resolution to Appropriate 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
5. Resolution Authorizing Local Public Agency Agreement for Federal Participation with the State of Illinois to Improve the Mound Road West and Middle Bridges over Spring Creek, Structures 058-3035 and 058-3036, Section No. 17-00706-00-BR, City Project 2017-06
6. Ordinance Rezoning Property From R-3 Single-Family Residence District to B-2 Commercial District 3550 and 3612 East William Street Road
7. Ordinance Granting Conditional Use Permit to Allow for a Drive-Up Facility in the B-1 Neighborhood District 806 South Jasper Street
8. Resolution Authorizing an Agreement with Tele Scan, Inc. for the Annual Sanitary Sewer Inspection Program, City Project 2019-19
9. Resolution Authorizing the Execution of a Purchase Order with Carpet

Weaver's for Replacement of Floor Covering at the Transit Administration Building and Transit Center

10. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Alum, City Project - PUR2018-05
11. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Carbon Dioxide, City Project - PUR2018-05
12. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Carbon, City Project - PUR2018-05
13. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Chlorine, City Project - PUR2018-05
14. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Hydrofluorosilicic Acid, City Project - PUR2018-05
15. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Lime, City Project - PUR2018-05
16. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Chloride, City Project - PUR2018-05
17. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Chlorite, City Project - PUR2018-05
18. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Sodium Hexametaphosphate, City Project - PUR2018-05
19. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Resolution Approving Appointment - Library Board of Trustees
 - B. Resolution Approving Appointment - Zoning Board of Appeals

VI. Other Business

VII. Adjournment

CITY COUNCIL MINUTES
Monday, November 19, 2018

On Monday, November 19, 2018, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

Mike Tumbleson shared his concerns regarding truck traffic speeding on Airport Road.

Mayor Julie Moore Wolfe called for approval of the minutes.

The minutes of the November 5, 2018 Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilman David Horn and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Bill Faber and Mayor Julie Moore Wolfe voted aye. Councilwoman Dana Ray abstained from the vote. Six ayes, one abstention. Mayor Julie Moore Wolfe declared the motion carried.

Finance Director Gregg Zientara provided the City's Financial Report. Finance Director Gregg Zientara and Interim City Manager Billy Tyus responded to Council members' comments and questions regarding the report.

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

R2018-140 Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur and Macon County for Costs and Maintenance of Traffic Control Devices, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2018-141 Resolution Accepting the Bid Price of CDS Office Technologies for the Purchase of Six New Toughbook Computers for Recently Purchased Six 2019 Ford SUV Police

Interceptors, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2018-142 Resolution Authorizing Agreement Between the City of Decatur and Mueller Company for Reimbursement of Development Costs from State of Illinois Grant, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

Receiving and Filing of Boards and Commission Minutes, was presented. Councilman Pat McDaniel moved the item do pass; seconded by Councilwoman Lisa Gregory.

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

Mayor Julie Moore Wolfe announced that she along with Councilman Chuck Kuhle will be recusing themselves on the Resolution Authorizing Issuance of a License for Ambulance Service to Arrow Ambulance, LLC due to conflicts of interest; Mayor Julie Moore Wolfe turned the meeting over to Mayor Pro Tem Dana Ray.

Resolution Authorizing Issuance of a License for Ambulance Service to Arrow Ambulance, LLC, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Council members shared their views on the issuance of a second ambulance service license.

Upon call of the roll, Council members Lisa Gregory, David Horn and Mayor Pro Tem Dana Ray voted aye. Council members Pat McDaniel and Bill Faber voted nay. Mayor Julie Moore Wolfe and Councilman Chuck Kuhle recused themselves from the vote. Three ayes, two nays and two recusals. Mayor Pro Tem Dana Ray declared the motion failed.

Mayor Pro Tem Dana Ray turned the meeting back over to Mayor Julie Moore Wolfe.

Mayor Julie Moore Wolfe called for other business.

Public Works Director Matt Newell reported that dredging operations on Lake Decatur should be done by the end of the year.

Mayor Julie Moore Wolfe suggested a monthly status update from Councilwoman Lisa Gregory on the progress that is being made from the intergovernmental working group involving the City of Decatur, Decatur Park District, and Decatur Public Schools #61.

Councilman David Horn wanted to know what is being done to prevent further gun violence in Decatur.

Mayor Julie Moore Wolfe responded that the Police Chief and his staff are constantly in the neighborhoods, attending as many functions as possible to build relationships, and meeting with schools to encourage the right choices for children.

With no other business, Mayor Julie Moore Wolfe called for Recess to a Study Session for Fiscal Year 2019 Budget Review.

Interim City Manager Billy Tyus provided a PowerPoint presentation regarding the 2019 proposed City's budget. Council members shared their comments regarding the 2019 proposed budget.

Councilman Chuck Kuhle would like to see a list of other city's deficits to see how our city compares.

Councilwoman Lisa Gregory would like a council goals document to share with the public.

Councilwoman Dana Ray would like an update on Neighborhood Revitalization every couple of months.

Mayor Julie Moore Wolfe shared that Council will be meeting on Tuesday, November 27th at 6pm to discuss the vacant City Manager position.

Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilman Chuck Kuhle, and on call of the roll, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe declared the regular Council meeting adjourned at 7:35pm.

Approved _____
Kim Althoff
City Clerk

RESOLUTION NO. R2018 –

**RESOLUTION ESTIMATING AMOUNTS NECESSARY TO BE RAISED BY THE
2018 TAX LEVY**

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

SECTION 1. That the attached Exhibit A are the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2018 Assessed Value with property tax billed to property owners in 2019 and payable in 2019.

SECTION 2. That the City Council was informed by the City Manager at the Council Meeting on November 19, 2018 of the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2018 Assessed Value with property tax billed to property owners in 2019 and payable in 2019.

SECTION 3. That notice of a public hearing to be held at the City Council meeting of December 3, 2018 in the city council chamber of the Decatur Civic Center was published in the public media on November 25, 2018, and that the Tax Levy will be presented to the City of Decatur City Council for approval at the December 17, 2018 meeting of the City Council.

PRESENTED AND ADOPTED this 3rd day of December 2018.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit A

City of Decatur, Illinois Notification of Proposed Tax Levy

The City of Decatur hereby proposes to the City Council the 2018 Tax Levy, for taxes to be extended by the Macon County Clerk with Equalized Assessed Values as determined by the Macon County Office of Assessment and certified by the State of Illinois Department of Revenue, for property taxes to be billed and collected by the Macon County Treasurer in calendar 2019.

	2018 Proposed Levy	2017 Levy Extension	\$ Change	% Change
Corporate Purpose	-	857,525.13	(857,525.13)	(100.0)%
Police Pension	4,247,000.00	4,082,036.28	164,963.72	4.0%
Firefighter Pension	4,747,000.00	4,900,060.25	(153,060.25)	(3.1)%
Public Library	2,900,000.00	2,900,001.65	(1.65)	0.0%
Municipal Band	65,000.00	65,001.90	(1.90)	0.0%
Total General Levy	11,959,000.00	12,804,625.21	(845,625.21)	(6.6)%
GO Debt Service	14,877,062.54	12,779,628.37	2,097,434.17	16.4%
Less: GO Abatement	12,959,062.28	11,707,263.61	1,251,798.67	10.7%
Total Debt Levy	1,918,000.26	1,072,364.76	845,635.24	78.9%
Tax Levy Proposed	13,877,000.26	13,876,989.97	10.03	0.0%

A Public Hearing will take place at the City Council meeting on December 3, 2018

The Tax Levy will be presented to the City of Decatur City Council for approval at the December 17, 2018 meeting of the City Council.

Office of the City Treasurer
City of Decatur, Illinois
November 27, 2018

Financial Management

DATE: 11/26/2018

MEMO: Letter to the Decatur City Council - Financial Management Department 2018 - 14

TO: Honorable Mayor Moore Wolfe,
City Council Members

FROM: Billy Tyus, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution Approving the Budget for the City of Decatur for the Fiscal Period
Beginning January 1, 2019 and Ending December 31, 2019

ATTACHMENTS:

Description	Type
Council Letter	Cover Memo
Resolution	Cover Memo
Budget Statement	Cover Memo
City Fund Summary	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Financial Management Department
#2018 - 14

DATE: November 26, 2018

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, City Manager
Gregg Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution Approving the Budget for the City of Decatur for the Fiscal Period Beginning January 1, 2019 and Ending December 31, 2019

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Resolution approving the budget for the fiscal period January 1, 2019 to December 31, 2019.

BACKGROUND:

City Administration presented the budget to City Council members at the November 19, 2018 Council meeting in Study Session. In addition, City Administration communicated and discussed the budget with City Council Members in one-on-one sessions. A public discussion session was held on November 28, 2018.

POTENTIAL OBJECTION:

There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Billy Tyus, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

This action will affix the City budget for the fiscal period January 1, 2019 to December 31, 2019.

RESOLUTION NO. 2018 -

**RESOLUTION APPROVING THE BUDGET FOR THE CITY OF DECATUR FOR THE
FISCAL PERIOD BEGINNING JANUARY 1, 2019 AND ENDING
DECEMBER 31, 2019**

WHEREAS: The budget for the fiscal period beginning January 1, 2019 and ending December 31, 2019 has been proposed by the City Manager and reviewed by the City Council; and,

WHEREAS: The proposed budget was available for public inspection and a public discussion was held.

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

Section 1. That the budget for the fiscal period beginning January 1, 2019 and ending December 31, 2019 is hereby approved.

PRESENTED AND ADOPTED this 3rd day of December 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



Resolution Approving the Budget for the City of Decatur for the Fiscal Period Beginning January 1, 2019 and Ending December 31, 2019.

The City of Decatur 2019 Annual Budget was distributed to Mayor and Council Members dated November 19, 2018. The Resolution presented December 3, 2018 for Council consideration is unchanged and as submitted to Mayor and Council Members in the distribution dated November 19, 2018, and as discussed at the Council Study Session November 19, 2018.

The Budget was made available November 20, 2018 for public review in the office of the City Clerk as well as on the City web-site.

Billy Tyus, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance



City of Decatur, Illinois
2019 Budget
Fund Revenue & Expenditure Summary

Fund	Fund Name	Proposed Budget Period 2019					Ending Fund Balance
		Beginning Fund Balance	Revenue	Expense	Surplus (Deficit)	Interfund Loans	
10	General Fund	5,450,000	68,000,000	68,000,000	-		5,450,000
	Special Revenue Funds						
12	Economic Development	160,000	78,000	225,000	(147,000)		13,000
17	HOME	55,000	874,373	874,373	-		55,000
18	CDBG	5,000	2,756,561	2,756,561	-		5,000
22	DUATS	61,000	260,000	227,263	32,737		93,737
25	Police State Drug Enforcement	506,500	192,400	400,000	(207,600)		298,900
26	Police DUI Fines & Fees	190,000	118,965	151,800	(32,835)		157,165
27	Police Lab & Programs	221,000	15,010	34,700	(19,690)		201,310
30	Police Federal Drug Enforcement	121,500	150,200	200,000	(49,800)		71,700
32	Fire Grants	-	100,000	100,000	-		-
33	Police Capital Fund	328,700	1,342,300	1,577,846	(235,546)		93,154
34	Building Fund	120,400	2,394,888	2,337,738	57,150		177,550
35	City of Decatur Library	1,204,000	3,835,545	3,783,382	52,163		1,256,163
36	Municipal Band	13,900	95,256	95,256	-		13,900
37	Foreign Fire Insurance Tax	100,000	100,000	100,000	-		100,000
39	Police Justice Admin Grant	-	40,000	40,000	-		-
42	Local Roads & Streets	2,472,400	1,781,000	2,676,433	(895,433)		1,576,967
46	Motor Fuel Tax	1,456,300	2,128,000	2,720,826	(592,826)		863,474
47	Major Moves	50,000	7,632,250	7,669,010	(36,760)		13,240
49	Fire Capital	862,000	175,000	972,923	(797,923)		64,077
58	Library Capital	130,000	250,000	250,000	-		130,000
59	Library Trust	230,000	30,000	100,000	(70,000)		160,000
77	Fiber Optics	390,000	10,000	400,000	(390,000)		-
82	DCDF	128,000	18,000	143,000	(125,000)		3,000
83	Neighborhood Improvements	3,000	-	3,000	(3,000)		-
84	Community Revitalization	1,392,394	130,000	1,522,394	(1,392,394)		-
85	Grants	-	-	-	-		-
	xxxx	-	-	-	-		-
	Total Special Revenue Funds	10,201,094	24,507,748	29,361,505	(4,853,757)	-	5,347,337
	TIF Redevelopment Funds						
19	TIF Old Towne	995	1,610,075	1,475,700	134,375		135,370
20	TIF Southeast Plaza	452,500	431,832	550,000	(118,168)		334,332
21	TIF Wabash Crossing	447,670	558,806	610,524	(51,718)		395,952
23	TIF Eastgate	33,800	322,458	322,458	-		33,800
24	TIF South Side	70,560	19,897	10,300	9,597		80,157
28	TIF Pines Shopping	96,000	105,772	105,772	-		96,000
29	TIF Grand & Oakland	160,400	191,644	191,644	-		160,400
	xxxx	-	-	-	-		-
	Total TIF Redevelopment Funds	1,261,925	3,240,484	3,266,398	(25,914)	-	1,236,011
	Capital Funds						
40	PEG Capital	66,300	76,250	79,693	(3,443)		62,857
43	2010 Bond Project	-	-	-	-		-
44	2018 Bond Project	7,690,190	33,000	7,723,190	(7,690,190)		-
45	Capital Project	-	175,538	175,538	-		-
	xxxx	-	-	-	-		-
	Total Capital Funds	7,756,490	284,788	7,978,421	(7,693,633)	-	62,857
	Debt Funds						
50	Debt Service	1,048,505	2,068,633	1,640,195	428,438		1,476,943
	xxxx	-	-	-	-		-
	Total Debt Service Funds	1,048,505	2,068,633	1,640,195	428,438	-	1,476,943



City of Decatur, Illinois
2019 Budget
Fund Revenue & Expenditure Summary

Fund	Fund Name	Proposed Budget Period 2019					Ending Fund Balance
		Beginning Fund Balance	Revenue	Expense	Surplus (Deficit)	Interfund Loans	
	Internal Service Funds						
60	Fleet Maintenance	224,300	2,849,652	2,849,652	-		224,300
61	Equipment Replacement	436,700	3,300	211,166	(207,866)		228,834
64	Risk Management	1,069,200	3,305,548	3,028,782	276,766		1,345,966
65	Benefit Insurance Fund	2,120,800	11,450,728	11,330,158	120,570		2,241,370
	xxxx	-	-	-	-		-
	Total Internal Service Funds	3,851,000	17,609,228	17,419,758	189,470	-	4,040,470
	Enterprise Funds						
70	Mass Transit Operations	-	9,265,500	8,345,136	920,364		920,364
78	Public Works Storm Water	2,223,000	2,720,865	3,780,683	(1,059,818)		1,163,182
79	Public Works Sewer	6,158,600	9,627,720	13,400,474	(3,772,754)		2,385,846
80	Public Works Water Operating	3,200,000	31,360,000	31,322,563	37,437		3,237,437
81	Public Works Water Capital	7,828,500	4,025,538	6,841,407	(2,815,869)		5,012,631
86	Public Works Water Debt Service	12,500,000	-	-	-		12,500,000
88	Recycling	99,400	698,500	665,251	33,249		132,649
89	Water Bond Construction	10,000,000	36,895	10,036,895	(10,000,000)		-
	xxxx	-	-	-	-		-
	Total Enterprise Funds	42,009,500	57,735,018	74,392,409	(16,657,391)	-	25,352,109
	Total Civil City of Decatur	71,578,514	173,445,899	202,058,686	(28,612,787)	-	42,965,727
	Trust & Agency Funds						
90	Firefighters Pension	68,214,800	9,933,645	8,639,642	1,294,003		69,508,803
91	Police Pension	94,242,600	10,977,477	8,994,110	1,983,367		96,225,967
	Total Trust & Agency Funds	162,457,400	20,911,122	17,633,752	3,277,370	-	165,734,770
	Total City of Decatur	234,035,914	194,357,021	219,692,438	(25,335,417)	-	208,700,497
	Less Interfund Transfers		41,177,665	41,177,665			
	Net Balances	234,035,914	153,179,356	178,514,773	(25,335,417)	-	208,700,497

Public Works

DATE: 11/19/2018

MEMO: 2018-59

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matthew C. Newell, P.E., City Engineer

SUBJECT:

Resolution to Appropriate 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 authorize the Mayor to sign, and the City Clerk to attest, to the following resolutions:

1. Resolution appropriating \$500,000 in State Motor Fuel Tax (MFT) 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 is \$2,375,000.
2. Resolution 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 authorizes 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 owed by the City.

BACKGROUND:

All bridges in the United States, including those owned by the City are required by the Federal Government to be inspected every two years to assure the safety of the structures. The City's routine inspections of the Mound Road bridges over Spring Creek, and follow-up inspections by the Illinois Department of Transportation (IDOT), identified the need for structural repairs (see attached location map).

At the request of the City in early 2016, IDOT performed a rating inspection of the Mound Road / Spring Creek West Bridge. On March 24, 2016, the Department issued a letter to the City lowering the rating of the bridge deck and superstructure to a "3" (Serious Condition) on

a scale from 0-9 (0=Required Closed, 9=New). Acting on an additional request from the City, IDOT performed a rating inspection of the Mound Road/ Spring Creek Middle Bridge in 2017. On February 7, 2017, IDOT issued a letter to the City lowering the rating of the bridge deck and superstructure to a "2" (Critical Condition) and ordered that the bridge be inspected every 12 months to ensure its continued safe condition. At that time, IDOT recommended that the City look to replace the decks and superstructures on both bridges. The bridge superstructures include the entire bridge structure above the pier tops, generally the driving surface (deck) and beams or girders supporting the driving surface.

Federal funding was secured to assist in replacing the beams and deck on this bridge. The attached Agreement allocates Federal funding up to \$1,900,000 of the estimated \$2,375,000 total construction cost. The City match is estimated to be \$475,000. It is proposed that \$500,000 in State Motor Fuel Tax funds be authorized to cover this cost along with a \$25,000 contingency. The City is ultimately responsible for all costs in excess of \$1,900,000.

Because the project will utilize Federal funds, the work will be completed under a State contract with the City providing the daily project inspection under IDOT supervision. The Local Agency Agreement authorizes the use of Federal funds for the project and for the State to oversee the construction contract.

CONSTRUCTION SCHEDULE:

The project is scheduled for a State bid letting on January 18, 2019. 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.

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 (MFT) funds to pay for the agreement with AECOM to perform bridge design services for the Mound Road / Spring Creek West and Middle bridges.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The Local Public Agency Agreement for Federal Participation authorizes a total project of \$2,375,000 for the Mound Road / Spring Creek West and Middle Bridges with Federal funding up to \$1,900,000. The City's match is estimated to be \$475,000. The City will be responsible for the balance required above the agreement amounts. City funding is proposed to be allocated in the State Motor Fuel Tax fund and is proposed at \$500,000 to cover the match plus \$25,000 contingency.

Staffing Impact: Staff time is allocated to manage the Mound Road bridge improvement project.

ATTACHMENTS:

Description	Type
Resolution to Appropriate MFT Funds with BLR09110	Resolution Letter

RESOLUTION _____

**RESOLUTION TO APPROPRIATE 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 sum of \$500,000 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 3rd day of December, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK



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

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

For Roadway/Street improvements:

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

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+	Mound Road Bridges	058-3035	FAU7359	west bridge	over Spring Creek
+	Mound Road Bridges	058-3036	FAU7359	middle bridge	over Sprng 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 Five Hundred Thousand and 00/100-----
Dollars (\$500,000.00) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kim L. Althoff City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Decatur, Illinois in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur, at a meeting held on December 03, 2018
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of December, 2018
Day Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer

Department of Transportation

Date

CITY OF DECATUR
Section No.: 17-00706-00-BR
Project No.: EBDH(794)
Job No.: C-97-059-18

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LOCAL PUBLIC AGENCY AGREEMENT FOR
FEDERAL PARTICIPATION WITH THE STATE OF ILLINOIS TO IMPROVE THE
MOUND ROAD WEST AND MIDDLE BRIDGES OVER SPRING CREEK,
STRUCTURES 058-3035 AND 058-3036, SECTION NO. 17-00706-00-BR
CITY PROJECT 2017-06**

WHEREAS, the City of Decatur endeavors to improve two segments of Mound Road by the replacement of bridge superstructures over Spring Creek at the west and middle crossings, known to the Illinois Department of Transportation as MFT Section Number 17-00706-00-BR and State Job Number D-97-059-18.

WHEREAS, the cost of said improvement has necessitated the use of Federal funds, and;

WHEREAS, the Federal funding source requires a match of local funds, and;

WHEREAS, the use of Federal funds requires a joint funding AGREEMENT with the Illinois Department of Transportation.

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00), in State Motor Fuel Tax funds to match Federal funds in the completion of the aforementioned project known as MFT Section Number 17-00706-00-BR.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project, hereto attached as Exhibit A.

PRESENTED and ADOPTED this 3rd day of December, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Decatur	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 17-00706-00-BR	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-059-18	EBDH(794)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Mound Road Route FAU 7359 Length 0.02 mi.
Termini North Side Decatur AT Spring Creek and East Mound Road AT Spring Creek

Current Jurisdiction City of Decatur TIP Number DEC19-03 Existing Structure No 058-3035
058-3036

Project Description

Two bridge superstructure replacements, substructure repair, and other items necessary to complete the section.

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	1,900,000	(*)	()	475,000	(BAL)	2,375,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 1,900,000			\$ 475,000		\$ 2,375,000

*80% STU Funds NTE \$1,900,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share BALANCE divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based on final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- (27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution Number 3 - Grant Accountability and Transparency Act (GATA)

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Julie Moore-Wolfe

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
376001308 conducting business as a Governmental
Entity.

DUNS Number 075613000

Attest: _____
Kim L. Althoff, City Clerk

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

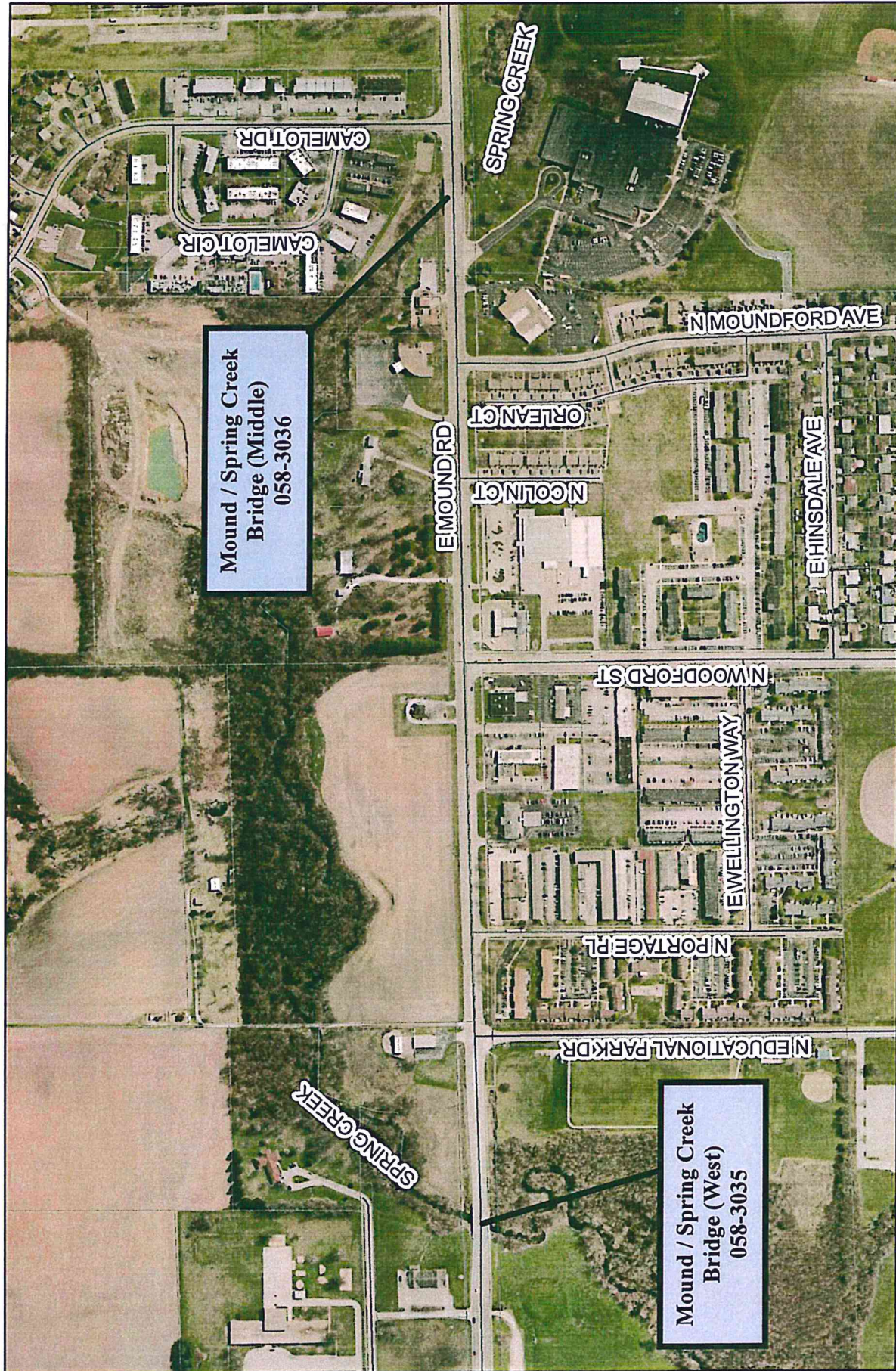
Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

MOUND ROAD WEST AND MIDDLE BRIDGES OVER SPRING CREEK



City of Decatur, Illinois
Public Works Department
Engineering Division



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

For Roadway/Street improvements:

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

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+	Mound Road Bridges	058-3035	FAU7359	west bridge	over Spring Creek
+	Mound Road Bridges	058-3036	FAU7359	middle bridge	over Sprng 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 Five Hundred Thousand and 00/100

Dollars (\$500,000.00) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kim L. Althoff City Decatur Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Decatur, in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur, at a meeting held on December 03, 2018
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of December, 2018
Day Month, Year

(SEAL)

Clerk Signature

--

Approved

Regional Engineer
Department of Transportation

Date

--	--

Addendum No. 3

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

Economic & Community Development

DATE: 12/3/2018

MEMO: No. 18-41

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn A. Stewart, Transportation Planner

SUBJECT:

Rezoning at 3550 and 3612 East William Street Road from R-3 Single-Family Residence District to B-2 Commercial District

SUMMARY RECOMMENDATION:

Staff recommends approval of the re-zoning. The City Plan Commission voted 5-0 to recommend approval of this petition at the November 1, 2018 meeting; the relevant minutes of the meeting are attached.

BACKGROUND:

The subject site located at 3550 and 3612 East William Street Road is currently zoned both R-3 Single-Family Residence District and B-2 Commercial District. The portion of the property proposed to be re-zoned consists of approximately 11,320 square feet and is currently vacant. On the southern part of the parcel which is already zoned B-2 Commercial District there is a commercial building on site (Elmer's Old Time Inn).

The petitioner proposes to rezone the northern portion (11,320 square feet) of the site from R-3 Single-Family Residence District to B-2 Commercial District to create a uniform zoning district for the site.

The subject site is located within a mixed-use area and rezoning to B-2 Commercial District should have no adverse effect on the general area or the City as a whole.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City's Technical Review Committee; Planning,

Engineering and Fire.

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

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-3 SINGLE-FAMILY RESIDENCE DISTRICT TO B-2 COMMERCIAL DISTRICT
- 3550 AND 3612 EAST WILLIAM STREET ROAD -**

WHEREAS, on the 1st day of November 2018, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Michael A. Pound, to rezone premises legally described as:

Lot Thirty-Seven (37) of Homewood Place, an Addition to the Outlots to the City of Decatur, Illinois, as per plat recorded in Book 300, Page 116 of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

The North 58 feet of Lot Three (3) of Horton's Subdivision, as per Plat recorded in Book 958, Page 55 of the records in the Recorder's Office of Macon County, Illinois.

Permanent Index Number: 04-13-07-477-012 and 04-13-07-477-020

from R-3 Single-Family Residence District to B-2 Commercial District; and,

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be, and the same is hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby, rezoned from R-3 Single-Family Residence District to B-2 Commercial District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be, and it is hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of December, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Michael A. Pound				
Address	4908 Stewart Drive				
City	Decatur	State	IL	Zip	62521
Telephone	217-520-8823	Fax		E-mail	
Property Owner	Michael A. Pound, Debra Rathje				
Address	4908 Stewart Drive				
City	Decatur	State	IL	Zip	62521
Telephone	217-520-8823	Fax		E-mail	
Representative	Michael A. Pound				
Address	4908 Stewart Drive				
City	Decatur	State	IL	Zip	62521
Telephone	217-520-8823	Fax		E-mail	

SECTION TWO: SITE INFORMATION

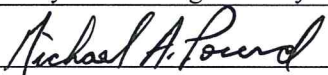
Street Address	3550 & 3612 E. William Street, Decatur, IL 62521					
Legal Description	Lot 37 of Homewood Place (3550 E. William Street) The North 58 feet of Lot 3 of Horton's Subdivision (3612 E. William Street)					
Present Zoning	☐ R-1	☐ R-2	☒ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION

Rezoned Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Other:						

<i>Section Three Continued</i>	
Purpose	<i>Please state the purpose of the proposed rezoning.</i>
The property owner is creating "Pound's Addition," a two lot minor subdivision. The majority of existing parcels are zoned B-2 Commercial District. See attached "Pound's Addition" final plat dated 8/09/2018.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
The City of Decatur requires all lots in a subdivision be zoned the same classification. This petition is submitted to allow the portion of property currently zoned R-3 Residential to be rezoned B-2 Commercial District. See attached City of Decatur letter dated 9/28/2018. See attached Zoning Map. Also, the purpose of the minor subdivision is to allow the property located at 3612 E. William Street direct access to E. William Street Road.

SECTION FIVE: CERTIFICATION			
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature		Date	October 3, 2018

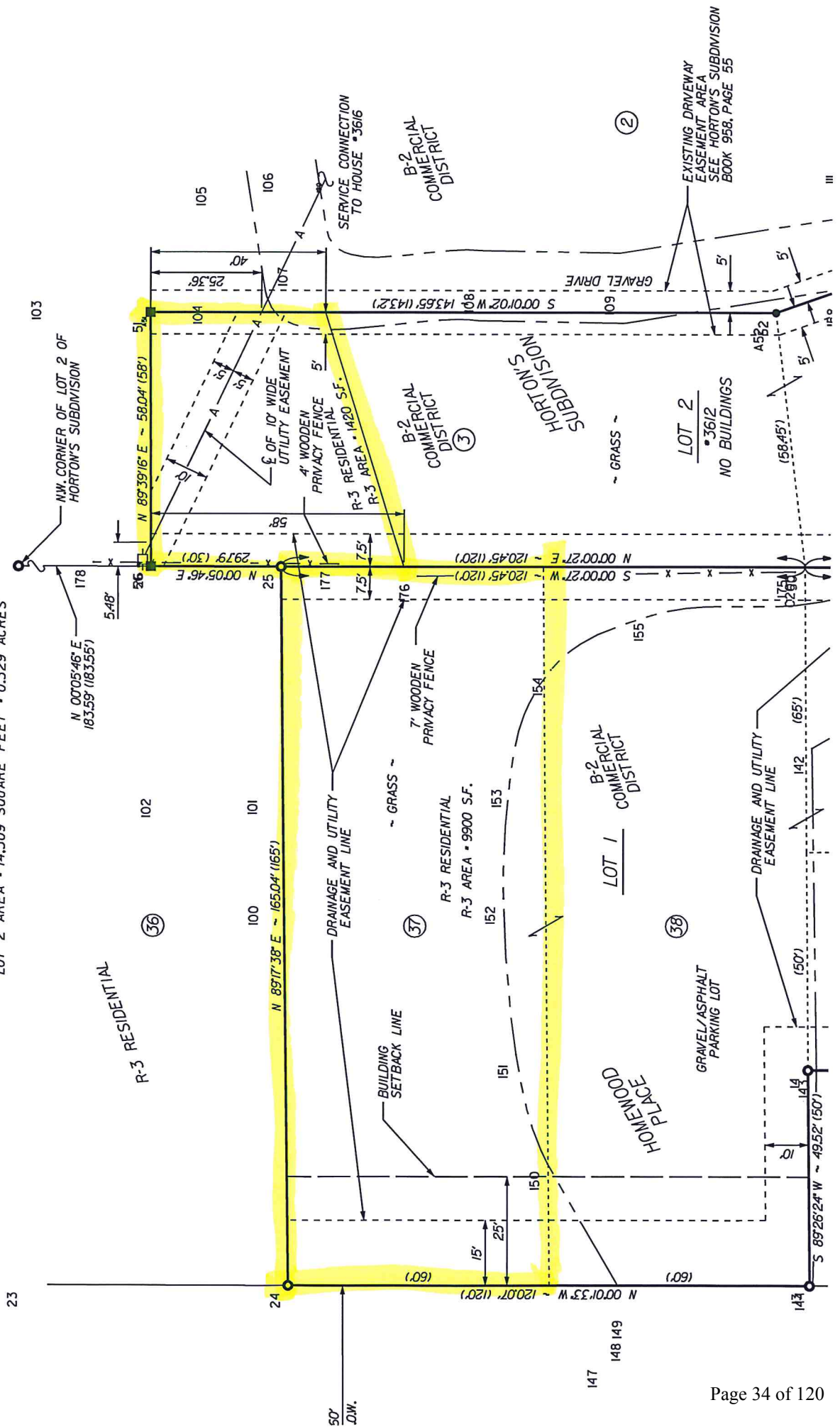
NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

OFFICE USE ONLY	
Date Filed	
By	

POUND'S ADDITION

LOT THIRTY SEVEN (37), THIRTY EIGHT (38), FORTY (40) AND FORTY ONE (41) OF HOMWOOD PLACE, AN ADDITION TO THE OUTLOTS TO THE CITY OF DECATUR, LOT THREE (3) OF HORTON'S SUBDIVISION TO THE CITY OF DECATUR, AND A PART OF LOT FOUR (4) OF A RESURVEY IN THE SOUTHEAST QUARTER OF SECTION SEVEN (7), TOWNSHIP SIXTEEN (16) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS.

LOT 1 AREA • 34,214 SQUARE FEET • 0.786 ACRES
LOT 2 AREA • 14,309 SQUARE FEET • 0.329 ACRES



Decatur City Plan Commission

3550 and 3612 East William Street Road



Case No.: 18-45
Date: November 1, 2018
Petition of: Michael A. Pound
Requested Action: Rezoning from R-3 2 to B-2



0 65 130 260 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

Decatur City Plan Commission

3550 and 3612 East William Street Road



Case No.: 18-45
Date: November 1, 2018
Petition of: Michael A. Pound
Requested Action: Rezoning from R-3 2 to B-2



0 65 130 260 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

STAFF REPORT
Decatur City Plan Commission

Hearing Date November 1, 2018
Case No. 18-45
Property Location 3550 and 3612 East William Street Road
Request Rezoning from R-3 Single-Family Residence District to B-2 Commercial District
Petitioner Michael A. Pound
Representative N/A

BACKGROUND

The subject site located at 3550 and 3612 East William Street Road is currently zoned both R-3 Single-Family Residence District and B-2 Commercial District. The portion of the property proposed to be re-zoned consists of approximately 11,320 square feet and is currently vacant. On the southern part of the parcel which is already zoned B-2 Commercial District there is a commercial building on site (Elmer's Old Time Inn).

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Vacant, Commercial	R-3, B-2	Retail
North	Residential, Vacant	R-3	Retail
South	Single-Family Residence, Commercial	R-3, B-2	Residential – Low Density
East	Commercial	R-3, B-2	Residential – Low Density
West	Commercial	B-2	Residential – Low Density, Retail, Open Space

PROJECT DESCRIPTION

The petitioner proposes to rezone the northern portion (11,320 square feet) of the site from R-3 Single-Family Residence District to B-2 Commercial District to create a uniform zoning district for the site.

STAFF ANALYSIS

The surrounding zoning districts include B-2 Commercial District to the north and northwest, R-3 Single-Family Residence District to the north, R-3 Single-Family Residence District and B-2 Commercial District to the east and south, and B-2 Commercial District to the west. The Macon County and Decatur Comprehensive Plan shows this area as Residential – Low Density, Retail and Open Space. The proposed B-2 zoning would be compatible and consistent with adjacent zoning and uses to the east, south and west. Also, rezoning the “R-3” District portion of the site to “B-2” District would bring uniformity in zoning for the entire site, i.e. B-2 District. As a result, this would allow zoning conformance to the existing commercial facility and any of its future expansion.

The subject site is located within a mixed-use area and rezoning to B-2 Commercial District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 18-45 to City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart
Transportation Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of November 1, 2018:

Case No. 18-45 Petition of MICHAEL A. POUND, to rezone the property located at 3550 and 3612 EAST WILLIAM STREET from R-3 Single-Family Residence District to B-2 Commercial District.

It was moved and seconded (Myatt/Jeffery) to forward Case No. 18-45 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site located at 3550 and 3612 East William Street Road is currently zoned both R-3 Single-Family Residence District and B-2 Commercial District. The portion of the property proposed to be re-zoned consists of approximately 11,320 square feet and is currently vacant. On the southern part of the parcel which is already zoned B-2 Commercial District there is a commercial building on site (Elmer's Old Time Inn).

The petitioner proposes to rezone the northern portion (11,320 square feet) of the site from R-3 Single-Family Residence District to B-2 Commercial District to create a uniform zoning district for the site.

The subject site is located within a mixed-use area and rezoning to B-2 Commercial District should have no adverse effect on the general area or the City as a whole.

Staff recommends approval of the rezoning request.

Mr. Michael Pound, petitioner, was sworn in by Mrs. Poland.

Mr. Pound stated they are landlocked with the north lot zoned residential and the south lot commercial. They are requesting the north lot be rezoned B-2 Commercial District.

There were no questions and no objectors present.

Upon call of the roll, Commission members Bruce Jeffery, Jack Myatt, Bill Clevenger, Bruce Frantz, and Acting Chairman Kent Newton voted aye. Acting Chairman Newton declared the motion carried.

Economic & Community Development

DATE: 12/3/2018

MEMO: No. 18-40

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Raymond Lai, AICP, Economic and Community Development Director
Scott Dedert, Senior Planner

SUBJECT:

Conditional Use Permit (CUP) for a drive-through facility in the B-1 District at 806 South Jasper Street.

SUMMARY RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit with the following conditions:

1. The developer and City staff work together on the landscaping plan to incorporate a solid fence along the east side with landscaping.
2. No outside speakers shall be permitted.
3. All lights facing the east and south shall be shielded.
4. Hours of operation shall only be permitted between the hours of 5:00 AM and 10:00 PM.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.
6. No alcohol sales shall be permitted.

The City Plan Commission voted 5-0 to recommend approval of this petition at the November 1, 2018 meeting; the draft minutes of the meeting are attached.

BACKGROUND:

The subject site is 0.50 acres in size, zoned B-1 Neighborhood Shopping District. The property, owned by the petitioner, is occupied by a vacant building. The petitioner bought the property to the south, demolished the building on it, and re-platted to make more space for parking and a drive-up facility. Formerly, the existing vacant building was a television repair shop.

The subject petition is a request for a Conditional Use Permit to allow for a drive-through facility in the B-1 Neighborhood District. The petitioner proposes to reconstruct and convert

the existing building to a pharmacy that sells other items that you might find in a convenience store without extended hours. The petitioner would like to add a drive-through facility for the expediency to better serve their customers.

POTENTIAL OBJECTIONS: Mr. Mattingly, who owns the multifamily dwelling on 1233 East Cantrell Street abutting to the site, spoke at the Plan Commission public hearing, requesting a fence to protect his tenants from vehicle lights shining into their apartments.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Raymond Lai at 424-2727 or rlai@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE GRANTING CONDITIONAL USE PERMIT TO ALLOW FOR A
DRIVE-UP FACILITY IN THE B-1 NEIGHBORHOOD DISTRICT
- 806 SOUTH JASPER STREET -**

WHEREAS, on the 1st day of November 2018, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Sajed and Ribhi Qattoum for a Conditional Use Permit under the provisions of Section XXII.A.2 of the Zoning Ordinance to allow for a drive-through facility in the B-1 Neighborhood District on property located in the City of Decatur, Illinois and legally described as follows:

Lot One (1) of Qattoum Addition, as per Plat recorded in Book 5000 on Page 317 of the Records in the Recorder's Office of Macon County, Illinois.

Permanent Index Number: 04-12-23-226-001 and 04-12-23-226-002

WHEREAS, said Decatur City Plan Commission recommended that such Conditional Use Permit be approved.

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

Section 1. That the recommendation and report of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and granted.

Section 2. That upon compliance with the conditions described herein, and in the site plan attached hereto and hereby made a part hereof as Exhibit A, a Conditional Use Permit be, hereby granted to Sajed and Ribhi Qattoum as the petitioner, and only to Sajed and Ribhi Qattoum to allow drive-through facility in the B-1 Neighborhood District.

1. The developer and City staff work together on the landscaping plan to incorporate a solid fence along the east side with landscaping.
2. No outside speakers shall be permitted.
3. All lights facing the east and south shall be shielded.
4. Hours of operation shall only be permitted between the hours of 5:00 AM and 10:00 PM.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.
6. No alcohol sales shall be permitted.

Section 3. That said Conditional Use Permit granted hereby, be, and it is hereby, made subject to the applicable provisions and requirements of Ordinance No. 3512, as amended, the same being the Zoning Ordinance of the City of Decatur, Illinois, and that the Zoning Map of said City be amended to show the granting and existence of this Conditional Use Permit.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of December, 2018.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

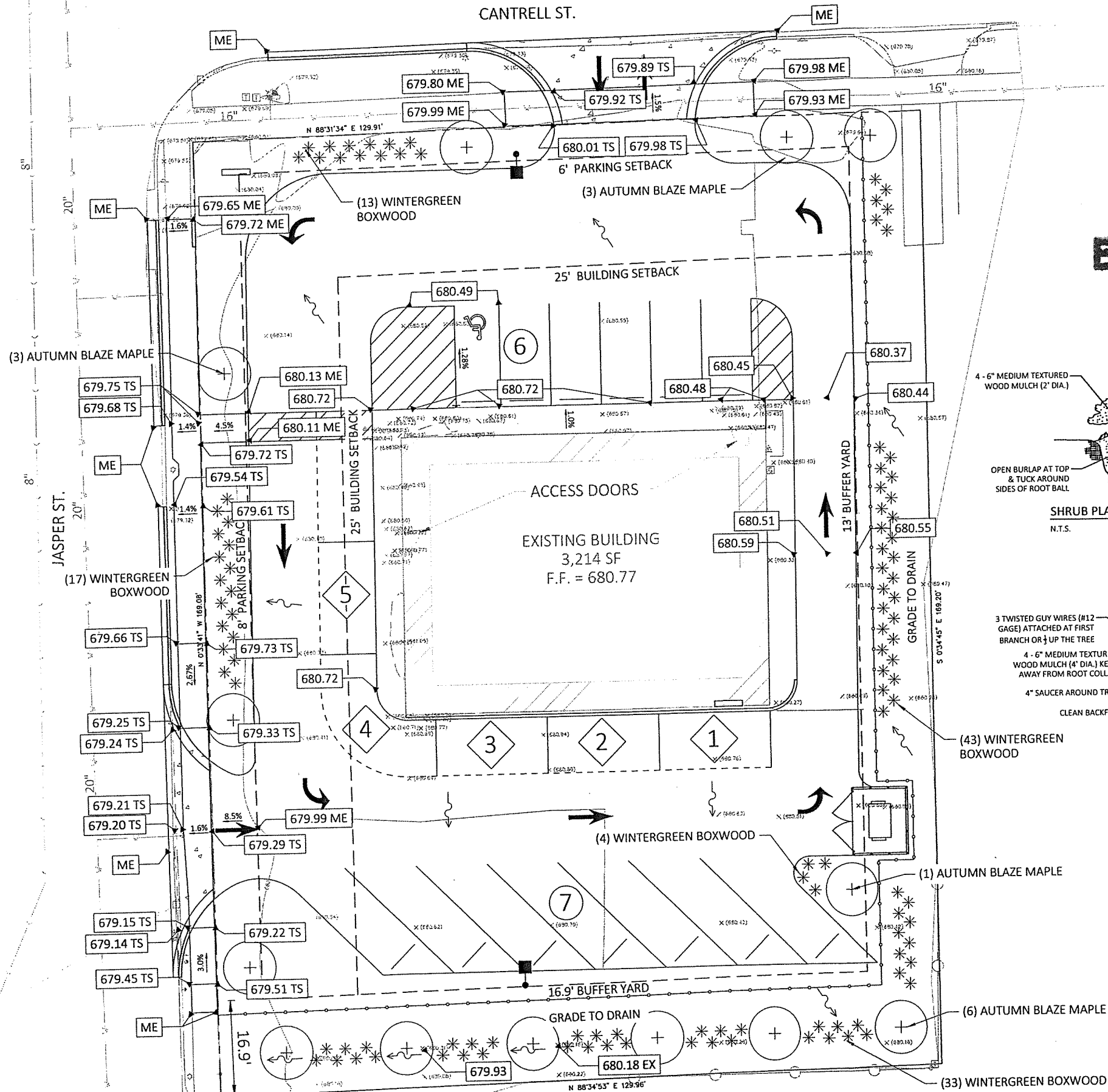
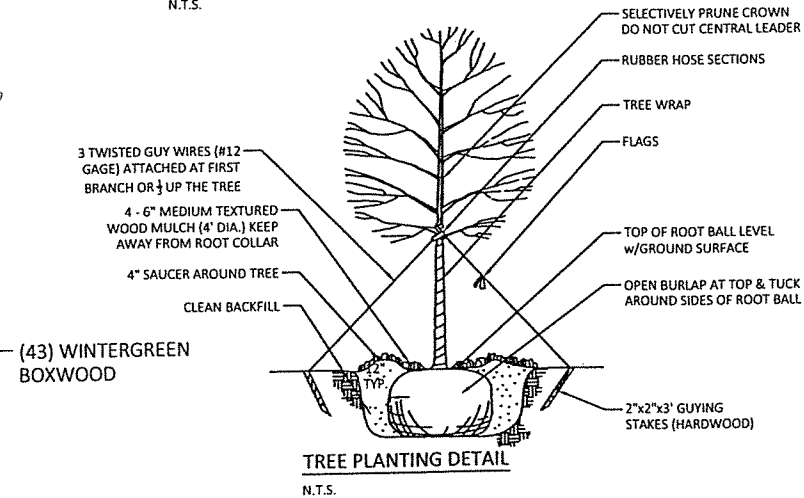
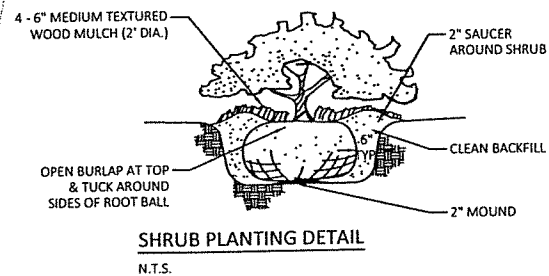


EXHIBIT A



- NOTES:**
1. SITE ACREAGE: 0.50A.C.
 2. CONTRACTOR SHALL REFERENCE GENERAL NOTES AND SPECIFICATIONS SHEET FOR NOTES AND SPECIFICATIONS RELATING TO PAVEMENT, SIDEWALKS, CURB & GUTTER, PAVEMENT STRIPING, ETC.
 3. ALL EARTHWORK, STORM SEWER MATERIALS, PAVING MATERIALS, AND ASSOCIATED WORK TO BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) LATEST STANDARD SPECIFICATIONS. ALL OTHER ITEMS TO BE DONE IN ACCORDANCE WITH CITY OF DECATUR CONSTRUCTION STANDARDS.
 4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS TO WORK IN PUBLIC RIGHT OF WAY. ALL WORK IN PUBLIC RIGHT OF WAY MUST BE DONE BY A CONTRACTOR WHO IS LICENSED AND BONDED BY THE CITY OF DECATUR. THE APPROVAL OF THE SITE PLAN DOES NOT CONSTITUTE THE APPROVAL FOR THE CONTRACTOR TO DO WORK IN THE PUBLIC RIGHT OF WAY WITHOUT SAID PERMITS.
 5. ALL TRENCHES WITHIN 2 FEET OF PAVED SURFACE SHALL BE GRANULAR BACKFILLED WITH CA-6 MATERIAL, UNLESS IN RIGHT OF WAY THEN USE FLOWABLE FILL.
 6. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING PIPE INVERTS, FLOOR ELEVATIONS, CURB OR PAVEMENT WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL PRIOR TO PROCEEDING WITH WORK.
 7. PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
 8. ALL COORDINATES AND DIMENSIONS ARE REFERENCED TO THE EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE.

PLANT LIST					
QUANTITY	COMMON NAME	INSTALL SIZE	MATURE HT./SPREAD	POINT VALUE	TOTAL POINTS
13	AUTUMN BLAZE MAPLE	2"	40'/30'	18	234
110	WINTERGREEN BOXWOOD	24"	4'/4'	3	330
TOTAL LANDSCAPING POINTS PROVIDED					564

- LEGEND**
- + PROPOSED DECIDUOUS TREE
 - * PROPOSED EVERGREEN SHRUB

INSTALLATION NOTES

1. TREES -
 - A. SHADE TREES SHALL BE A MINIMUM OF 2" CALIPER AT TIME OF INSTALLATION.
 - B. PINE TREES SHALL BE A MINIMUM OF 6' HEIGHT AT TIME OF INSTALLATION.
2. SHRUBS -
 - A. ALL SHRUBS SHALL BE A MINIMUM OF 24" HEIGHT OR SPREAD AT TIME OF INSTALLATION.

NOTES

- REQUIRED LANDSCAPING: PROPERTY ZONED = B-1
1. FRONT YARD (JASPER ST) = 169.08 LF LANDSCAPE FRONTAGE (ALTERNATIVE COMPLIANCE)
 - A.) TOTAL POINTS REQUIRED = 169.08 LF X 0.5 X 120% = 102
 - B.) TOTAL POINTS PROVIDED = 105
 - 1.) 3 SHADE TREES AT 18 POINTS = 54
 - 2.) 17 EVERGREEN SHRUBS AT 3 POINTS = 51
 2. FRONT YARD (CANTRELL ST) = 129.91 LF LANDSCAPE FRONTAGE (ALTERNATIVE COMPLIANCE)
 - A.) TOTAL POINTS REQUIRED = 129.91 LF X 0.5 X 120% = 78
 - B.) TOTAL POINTS PROVIDED = 93
 - 1.) 3 SHADE TREES AT 18 POINTS = 54
 - 2.) 13 EVERGREEN SHRUBS AT 3 POINTS = 39
 3. PARKING LOT = 13 SPACES (ALTERNATIVE COMPLIANCE)
 - A.) TOTAL POINTS REQUIRED = 13 SPACES X 1.5 X 120% = 24
 - B.) TOTAL POINTS PROVIDED = 30
 - 1.) 1 SHADE TREES AT 18 POINTS = 18
 - 2.) 4 EVERGREEN SHRUBS AT 3 POINTS = 12
 4. SOUTH BUFFER YARD = 129.96 LF LANDSCAPE BUFFER
 - A.) TOTAL POINTS REQUIRED = 129.96 LF X 1.5 = 195
 - B.) TOTAL POINTS PROVIDED = 207
 - 1.) 6 SHADE TREES AT 18 POINTS = 108
 - 2.) 33 EVERGREEN SHRUBS AT 3 POINTS = 99
 5. EAST BUFFER YARD = 169.20 LF LANDSCAPE BUFFER
 - A.) TOTAL POINTS REQUIRED = 169.20 LF X 1.5 = 254
 - B.) ALTERNATIVE LANDSCAPING REQUESTED FOR SHRUBS ONLY
 - C.) TOTAL POINTS PROVIDED = 129
 - 1.) 43 EVERGREEN SHRUBS AT 3 POINTS = 129

ALTERNATIVE COMPLIANCE

GRADING / LANDSCAPE PLAN

CONVENIENCE STORE
806 S. JASPER ST.
DECATUR, IL

sheet no.

C-4

project no.

6865.02



CHASTAIN & ASSOCIATES, LLC
CONSULTING ENGINEERS
DECATUR, ILLINOIS
(312) 492-8644
(312) 492-0050
(815) 489-0050
184-001997

PROJECT NO.	6865.02
FIELD BOOK NO.	515
START DATE	SEPTEMBER 2018
DRAWN BY	JNO
CHECKED BY	MEC
C&A REF. NO.	6865, 6865.01
P&C REF. NO.	N/A
FILE LOCATION	INLAND DEVELOPMENT

REVISION/ISSUED	DATE	BY
1	11/05/2018	JNO

**City of Decatur, Illinois****PETITION FOR REZONING***Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois*

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type**SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION**

Petitioner	Sajed & Ribhi Qattoum				
Address	4548 Mission Drive				
City	Decatur	State	IL	Zip	62526
Telephone	217-848-1449	Fax		E-mail	ribhiqattoum@gmail.com
Property Owner	Sajed & Ribhi Qattoum sajedsmq@gmail.com				
Address	4548 Mission Drive				
City	Decatur	State	IL	Zip	62526
Telephone	217-848-1449	Fax		E-mail	ribhiqattoum@gmail.com
Representative	Chastain & Associates LLC, Jonas Ozier sajedsmq@gmail.com				
Address	5 N. Country Club Road				
City	Decatur	State	IL	Zip	62521 jozier@
Telephone	217-422-8544	Fax	217-422-0398	E-mail	chastainengineers.com

SECTION TWO: SITE INFORMATION

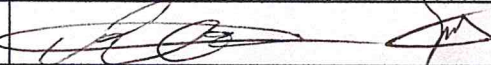
Street Address	806 S. Jasper Street					
Legal Description	Lot 1 of Qattoum Addition as per plat recorded in Book 5000 on Page 317 of the Records in the Recorder's Office of Macon County, Illinois.					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☒ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	0.50	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☒ NO
	☒ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:	Conditional Use Permit: Drive-Thru					

Section Three Continued	
Purpose	<i>Please state the purpose of the proposed rezoning.</i>
To permit the use of a drive-thru as a conditional use for the proposed business on the property.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
The petitioner plans to provide drive thru service for his proposed business of convenience store/pharmacy. The property is zoned B-1, Neighborhood Shopping District and according to Section XI.C.4 a drive-thru is allowed with a conditional use permit.

SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	 Date 10/03/18

NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

OFFICE USE ONLY	
Date Filed	
By	

Decatur City Plan Commission

806 South Jasper Street



Case No.:

18-46

Date:

November 1, 2018

Petition of:

Sajed and Ribhi Qattoum

Requested Action:

Conditional Use Permit (CUP)
to provide a drive through service
for the proposed business of convince
store and pharmacy.



0 50 100 200 Feet

Legend

-  Subject Site
-  Decatur Roads
-  Decatur Parcel data
-  Decatur Zoning

Decatur City Plan Commission

806 South Jasper Street



Case No.: 18-46
Date: November 1, 2018
Petition of: Sajed and Ribhi Qattoum
Requested Action: Conditional Use Permit (CUP)
to provide a drive through
facility in the B-1 District.



0 50 100 200 Feet

Legend

-  Subject Site
-  Decatur Parcel data
-  Decatur Zoning

Excerpts from Plan Commission Meeting of November 1, 2018:

Case No. 18-46 Petition of SAJED AND RIBHI QATTOUM, for a Conditional Use Permit in the B-1 Neighborhood Shopping District to allow for a drive-thru facility for a convenience store/pharmacy, without extended hours as defined, located at 806 SOUTH JASPER STREET

It was moved and seconded (Frantz /Clevenger) to forward Case No. 18-46 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Scott Dedert was sworn in by Mrs. Janet Poland.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The petitioner is requesting a drive-up facility within the proposed convenience store/pharmacy at the subject site.

Staff recommends approval of the conditional use permit with the following conditions:

1. Install landscaped curb islands at the two ends of the parking row in the front of the building.
2. An alternative landscaping plan may be considered if the applicant can prove there is a "unique situation" associated with the property. Otherwise, a 13' buffer is required to the east between the property and residential use.
3. No outside speakers shall be permitted except for the drive-through facility.
4. All lights facing the east and south shall be shielded.
5. Hours of operation shall only be permitted between the hours of 5:00 AM and 10:00 PM.
6. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

Mr. Dedert discussed the setbacks and property lines for the subject site.

Mr. Jonas Ozier and Mrs. Mary Cave, representatives for the petitioner, were sworn in by Mrs. Poland.

Mr. Ozier handed out a site plan for the subject site and stated the petitioner wants to convert the existing building into a pharmacy/convenience store. The lot to the south was purchased and the house was demolished. The parking requirements have been met and a Conditional Use Permit is needed to have a drive-thru to accommodate the pharmacy.

Mrs. Cave stated a few changes have been made to the site plan that was handed out and they also have a few issues with some of staff's recommendations that she would like to review with the Plan Commission.

Mrs. Cave said the first issue they have is to Condition 1: installing landscaped curb islands. Mrs. Cave said the lot is paved to the north and west property lines. The owner will remove pavement in order to landscape between the parking lot and the property lines. The cost to remove additional pavement and install the curb islands is an excessive expense to the property. Mrs. Cave said there is sidewalk on the north side of the building to take pedestrians safely to their vehicles. There is a

six (6) foot tall barrier to the east for the required buffer yard that will also prevent any pedestrians from accessing the property from the west to the east. They propose to stripe the area east of the parking stall in order to direct vehicles that are leaving the drive-thru area away from the parking stall instead of installing a curb island. The west side of the north parking area has twenty (20) feet from the furthest west parking stall. They propose to create another striped island on the west side to direct vehicles to the drive-thru lane. They propose to stripe a pedestrian crosswalk across the parking lot and construct a small section of sidewalk over the west landscape area to join the City's right-of-way sidewalk for the safety of the customers.

Mr. Ray Lai, Director of Economic and Community Development, stated the landscape curb islands are requirements in the Zoning Ordinance. Mrs. Cave stated it is a requirement if there is more than fifteen (15) parking stalls in one (1) row. Mr. Lai stated the islands are for the protection of the vehicles as well as the pedestrians and to direct traffic.

Mrs. Cave stated they also have an issue with Condition 2: an alternative landscaping plan may be considered. Mrs. Cave said they appreciated this condition. They are proposing to grow arborvitae screening, tall evergreen trees, instead of a fence. They would like to propose this be the only landscape installed. The standard alternative is a six (6) foot fence along with other plantings.

Mrs. Cave said many times the redevelopment of a site has many challenges. B and C Television operated at this site for decades without wide enough drive isles, landscaping or the correct setbacks. They request the Commission to consider the overall positive impact this development can bring to the area.

Mr. Bruce Jeffery asked if the store would sell liquor. Mrs. Cave said there will be no liquor sold at this location. Mr. Lai said the Commission could add a condition that there will be no liquor sales at this development.

Mr. Jeffery asked if the curbed islands were a requirement in the Zoning Ordinance. Mr. Lai read Section XXVIII, Landscaping and Exterior Lighting, E.4.d. (Curb Materials). Mr. Lai stated in the winter when snow is present you will not be able to see the stripes on the parking lot directing traffic. The curbed islands would be necessary to protect the vehicles. Mrs. Cave said that Mr. Lai read the section of what the curb islands can be made of but the islands are only needed when the interior parking is more than fifteen (15) parking stalls in a row. There are only twelve (12) parking stalls.

Mr. Jeffery asked if there was anything in the Zoning Ordinance concerning the arborvitae screening instead of a six (6) foot fence. Mrs. Cave reviewed the points that would be needed for the landscaping for the site and stated the Director of Economic and Community Development has the authority to approve an alternative landscaping plan. Mr. Lai stated a combination of fencing with landscaping would be appropriate since the apartment building faces this site. There would be gaps in the trees. Staff will review the specific site plan and decide if the alternative landscaping plan would be approved.

Mr. Bill Clevenger stated the curbed islands create a long-term maintenance issue. There is no guarantee that they will be maintained in the future. The fencing also creates long-term maintenance and expense for the developer. Mr. Clevenger has driven by this site for thirty (30) years and nothing has been there for a decade. We are making it extremely difficult to develop this corner when we should be cheering for them to make this corner as developable and useable as we can.

Mr. Ribhi Qattoum was sworn in by Mrs. Poland.

Mr. Qattoum stated he and his brother purchased this property last year and would like to open up his own pharmacy. He stated most people use the drive-up for the pharmacy instead of walking inside. They are not going to have liquor and plan on having food, medical supplies and convenience store items.

Mr. David Mattingly, owner of apartment building, was sworn in by Mrs. Poland.

Mr. Mattingly has four (4) tenants in the apartment building to the east. Each front door and living room faces the proposed convenience store/pharmacy. The lights of each vehicle will shine in on each apartment. He is not opposed to the development. He does not want to have only shrubbery put up as a buffer. He would like a fence and shrubbery to protect the property and the tenants that live there.

Mrs. Cave stated the owner will put up a thirteen (13) foot buffer yard from the sidewalk that will be greenery and a solid fence. There will be no speaker at the drive-thru. Currently, there is paving all the way up to the sidewalk of the apartments. The owner will be removing thirteen (13) feet of the pavement and it will be green as well. The parking stalls on the south side of the property line will face to the south/southeast and not to the east. A solid fence will replace the arborvitae trees on the landscaping plan.

Mrs. Cave would like to request the Commission to modify the staff recommendation conditions to not require curb islands in the parking lot.

Mr. Bruce Jeffery asked how long the Conditional Use Permit is in effect. Mr. Lai stated the Conditional Use Permit is issued to the owner, not the property.

Mr. Bruce Frantz asked if there was only one (1) drive-up window. Mrs. Cave said that it correct. Mr. Quattoum stated the customer will drop off the prescription and come back at a later time to pick-up the prescription. They will not be allowed to wait.

It was moved and seconded (Frantz /Jeffery) to revise the previous motion for Case No. 18-46 to forward to the City Council with a recommendation of approval as set forth with the following conditions:

1. The developer and City staff work together on the landscaping plan to incorporate a solid fence along the east side with landscaping.
2. No outside speakers shall be permitted.
3. All lights facing the east and south shall be shielded.
4. Hours of operation shall only be permitted between the hours of 5:00 AM and 10:00 PM.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.
6. No alcohol sales shall be permitted.

Upon call of the roll, Commission members Bruce Jeffery, Jack Myatt, Bill Clevenger, Bruce Frantz, and Acting Chairman Kent Newton voted aye. Acting Chairman Newton declared the motion carried.

Public Works

DATE: 11/26/2018

MEMO: 2018-60

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Matthew C. Newell, P.E., Public Work Director
Paul E. Caswell, P.E., City Engineer

SUBJECT: Resolution Authorizing an Agreement with Tele Scan, Inc. for the Annual Sanitary Sewer Inspection Program, City Project 2019-19

SUMMARY RECOMMENDATION:

Please refer to attached Council Memorandum and Resolution.

COPY: Tele Scan, Inc.

ATTACHMENTS:

Description	Type
2018-60 Council Memo Annual Televising Inspection Program	Cover Memo
Resolution with PSA Agreement Tele Scan CP2019-19	Resolution Letter
Appendix A	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2018-60**

DATE: November 19, 2018

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing an Agreement with Tele Scan, Inc. for the Annual Sanitary Sewer Inspection Program
City Project 2019-19

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve a Resolution authorizing a Professional Services Agreement between the City of Decatur and Tele Scan, Inc. to provide sewer inspection and maintenance services to assist the City in its operation and maintenance of the sanitary sewer and storm drainage systems. The agreement is for a period of 3 years at a cost not to exceed \$1,350,000. It is anticipated that the yearly expense will be approximately \$450,000.

PRIOR COUNCIL ACTION:

The sewer televising program has been approved by the City Council as an annual project since 1996.

- **December 21, 2015** – The City Council approved Resolution R2015-142 authorizing a Professional Services Agreement with Tele Scan, Inc. to provide pipeline inspection services to the City. The agreement was for a period of 3 years beginning January 1, 2016 and ending on December 31, 2018 for a total cost not to exceed \$1,350,000.

BACKGROUND:

Sanitary Sewer Priorities

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

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

The Annual Sanitary Sewer Inspection Program addresses all of the sanitary sewer priorities identified by the City Council. Televised inspections are used to find deteriorated pipes that require rehabilitation. Televising also assists with operation and maintenance by finding areas that need to be cleaned to remove roots, grease and other debris. All of the above-mentioned televising assists in the City's US EPA mandated sewer overflow and basement backup mitigation efforts.

Pipeline Inspection Services

Pipeline inspection services are crucial in identifying problems underground and answering questions that arise in the normal maintenance of the City's sewers along with ongoing condition assessment. Major work items are detailed below:

1. Sewer Line Inspections: This work is performed through the insertion of a motorized camera that is driven through the sewers to determine the condition of the pipe. This information assists staff in preparing improvement projects or identifying maintenance needs.
2. Sewer Cleaning: Sewer cleaning is the most critical component in providing and preserving full capacity within the sewer system. The cleaning process removes all debris, grease and roots from the sewer by use of high water pressure and cutting heads. All accumulated debris will be vacuumed out of the sewer system. Combining cleaning with televised inspection has proven to be very effective in assuring clean sewer lines and an optimal inspection.
3. Manhole Inspections: Manholes are often a weak link in the sewer system in that they are direct access points from the surface to the sewer system. Many manholes are located on streets and are subject to traffic loads and heavy storm water inflow. These forces often have a significant effect on the structural integrity of a manhole and the sewer system in general. A major step in improving the overall reliability of the City's sewer system, and decrease storm water inflow, is to gain information on the manhole condition and make the necessary improvements.
4. Smoke Testing: This work involves blowing smoke through a sewer line to determine if there are holes in the line that allow storm water to flow into the line causing sewer overflows. Smoke testing can also be used to identify illegal sewer connections and damaged pipes.
5. Manhole Rehabilitation: A unit price is provided to repair damaged manholes without going to the expense to replace them. If manhole deterioration is caught early enough, a significant amount of time and money is saved by lining the manhole to restore its structural integrity.
6. Point Repairs: Point repairs involve placing a small liner to repair a specific spot of damaged pipe without having to resort to digging the pipe up and replacing it. As with manhole rehabilitation, if pipe damage is caught early enough, there are significant cost savings in spot lining an isolated damaged section of pipe as opposed to digging it up or fully lining the pipe.
7. Special Studies: This work involves investigating the sewer system to find unknown connections, unknown manholes, or pipelines. Special studies have been completed to identify sources of abnormally heavy flow in sewers, locations where storm water is infiltrating into the pipe causing overflows, or where there are incidents of heavy grease clogging the line causing sewer backups.
8. Rapid Response Inspections: Rapid-Response inspections are generally used to investigate critical sewer problems such as sinkholes, blocked sewer services or mains, maintenance problems, and some residential complaints. The ability to quickly get a camera into a line that is experiencing a failure of some type provides maintenance staff with a large amount of information to be used in determining the proper course of action.

Televised inspection efforts are focused based on our Capacity, Management, Operation and Maintenance (CMOM) Program. The CMOM program requires that 10% of the sanitary sewer system is televised annually and 20% of the sanitary sewer system is cleaned or verified cleaned

annually. The inspections provide condition assessments and scoring, and one major use is to create the annual lining project. An effort is also directed towards preventing overflows, basement backups and stormwater inflow and infiltration (I&I) reduction in the sanitary sewer system.

Minority Participation Goals

Professional services such as sewer inspections and related activities to support the engineering and data collection aspects of the sewer system are not Prevailing Wage work that is covered by the City's Minority Participation Goals for Public Works Contracts ordinance. This project does include infrastructure construction work items that are covered by the ordinance, such as sewer cleaning, manhole rehabilitation, and point repairs. All construction work items related to construction of the public infrastructure require the payment of Prevailing Wages and action on the Minority Participation Goals.

Request for Proposals

On October 11, 2018, the Public Works Department issued a request for proposals to provide sewer inspection services for the City beginning in 2019 and ending in 2021. Four firms received proposals and 2 firms submitted written proposals. The two proposing firms were:

Tele Scan, Inc. of Decatur, Illinois
National Power Rodding Corporation of Chicago, Illinois

The proposals requested unit prices for the regularly used work items and are attached in Appendix A.

The proposals were reviewed and rated on the range of services provided, the quality of inspections, the firm's ability to respond rapidly to emergency inspection requests, proximity of the firm to Decatur and the general cost for services. Tele Scan, Inc. is recommended as the best firm to meet the City's sewer inspection service needs. Professional services contracts are not bid but are awarded based on the firm's ability to best serve the City. A unit price cost comparison is attached in Appendix A. The budgeted allocation in the City's Capital Improvement Plan is as follows:

FUND	FY 2019	FY 2020	FY 2021
SANITARY	\$400,000	\$400,000	\$400,000
STORM	\$50,000	\$50,000	\$50,000
YEARLY TOTALS	\$450,000	\$450,000	\$450,000

Professional Service Contract

Tele Scan, Inc. has provided inspection services for the City since 1996 and is well known for providing a high-quality product and for being very responsive to the City. Due to the intermittent nature of the project, out of town firms generally have higher costs to mobilize to Decatur to perform their services. Having a local firm such as Tele Scan perform the work has benefited the City in lower costs and high-quality service for many years.

For the current Contract which ends December 31, 2018, Tele Scan completed video inspection of over 880,000 feet (167 miles) of sewers, cleaned over 55,000 feet (10 miles) of sewers, completed 11

Point Repairs, performed 57 Special Studies and responded to 462 On-call Inspection requests. It has proven beneficial to have a local firm engaged in televising work for the City. The new contract will cover a 3-year period beginning January 1, 2019 and ending December 31, 2021.

The prevailing wage portion of the work requires Tele Scan to 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.

Tele Scan will self-perform all work.

US EPA Consent Order

Recent approval of the Consent Order with the US EPA regarding the sanitary sewer system and the associated contract with AECOM to perform a condition assessment of the system have greatly accelerated the need to gather all the information possible on the various elements of the City's sanitary sewers. The sewer inspection services provided under this agreement are a vital component of the City's efforts to meet the objectives of the Order.

SCHEDULE: The Annual Sewer Inspection Services Contract will be for a 3-year period beginning January 1, 2019 and ending December 31, 2021.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: None

LEGAL REVIEW: The Professional Services Agreement was sent to Legal for review on November 19th and was approved November 26th, 2018.

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:

Budget Impact: Annual Sanitary Sewer Inspection Program funding is allocated in the Sewer Fund and Stormwater Fund as follows:

FUND	FY 2019	FY 2020	FY 2021
SANITARY	\$400,000	\$400,000	\$400,000
STORM	\$50,000	\$50,000	\$50,000
YEARLY TOTALS	\$450,000	\$450,000	\$450,000

The budgeted allocation in the City's Capital Improvement Plan is \$450,000 per year through 2021 for a total allocation of \$1,350,000. The project is intended to be in effect from January 1, 2019, through December 31, 2021.

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

Attach: 2

cc: Tele Scan, Inc.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH TELE SCAN, INC. FOR THE
ANNUAL SANITARY SEWER INSPECTION PROGRAM
CITY PROJECT 2019-19**

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

Section 1. That the Professional Services Agreement authorizing pipeline inspection services for 3 years beginning January 1, 2019 and ending December 31, 2021, attached hereto as Exhibit A and made a part hereof, for the Annual Sanitary Sewer Inspection Program, City Project 2019-19, presented to the City Council herewith between the City of Decatur and Tele Scan, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Tele Scan, Inc., beginning January 1, 2019 and ending December 31, 2021, for a total amount not to exceed \$1,350,000.

PRESENTED and ADOPTED this 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

Attest:

Kim L. Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT
2019-19 ANNUAL SANITARY SEWER INSPECTION PROGRAM

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

Tele Scan, Inc,

("Professional Service Provider"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

- A. PROFESSIONAL SERVICE PROVIDER. The Professional Service Provider shall provide professional services for the City in all phases of the Project, serve as the City's professional representative for the Project as set forth herein and shall give professional consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Professional Service Provider in accordance with generally accepted standards.
- B. NOTICE TO PROCEED. The Professional Service Provider shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Professional Service Provider shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Professional Service Provider shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.

- E. EXTRA WORK AND CHANGE ORDERS. The Professional Service Provider shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Professional Service Provider shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Professional Service Provider and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

The Professional Service Provider shall:

- A. SCOPE OF WORK. Professional Service Provider shall provide all services as described in the Scope of Work, Exhibit A.
- B. CITY'S REQUIREMENTS. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
- C. COMPLETION TIME. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.
- D. MINORITY PARTICIPATION GOALS. The City Code requirements for Minority Participation Goals for Public Works Contracts are in effect for all work items that require the payment of Prevailing Wages. The payment of Prevailing Wages is required for all construction or demolition of public works. Typical activities requiring Prevailing Wages are manhole rehabilitation, point repairs, sewer cleaning and other construction related work. The minority participation goals are as follows:
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.

The Professional Service Provider shall provide evidence of meeting the City's minority participation goals prior to all payments made for Prevailing Wage work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Exhibit J provides required information and documentation.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

- I. NOTIFY THE PROFESSIONAL SERVICE PROVIDER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Professional Service Provider whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Professional Service Provider's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

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

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Professional Service Provider shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. The certificates shall be attached hereto as Exhibit E. The Professional Service Provider shall provide any renewal certificates of insurance automatically to the City's Representative. Upon request the Professional Service Provider shall file with the City certified copies of all insurance policies and all accompanying endorsements described under Section IV.D redacted as necessary to protect the Professional Service Provider's proprietary information. Redactions shall not alter the policy and its endorsements of insurance. The Professional Service Provider shall file certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for (project name)" indicating the City of Decatur's additional insured status. 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.

Further, it shall be an affirmative obligation upon the Professional Service Provider to advise the City's representative within two days of the cancellation or substantive change of any insurance policy set out under this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

The certificate must certify the following:

- a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
7. Types and Limits of Insurance. The Professional Service Provider shall provide the following:

- a. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

- b. General Liability: Combined single limits of, no less than one million dollars (\$1,000,000) per occurrence/annual aggregate amount of two million dollars (\$2,000,000). General Liability Insurance shall include:

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of, no less than one million dollars (\$1,000,000) per occurrence/annual aggregate amount of two million dollars (\$2,000,000). Auto liability shall include hired and non-owned autos.
 - d. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Professional Service Provider shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Professional Service Provider.

E. TERMINATION

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

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

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

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

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

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

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

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

- K. COPYRIGHT ASSIGNMENT. The Professional Service Provider assigns to the City any and all of Professional Service Provider's rights under copyright laws for work prepared by the Professional Service Provider, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Professional Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Professional Service Provider certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Professional Service Provider is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Professional Service Provider so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Professional Service Provider agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Professional Service Provider agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Professional Service Provider has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars

(\$5,000.00), the Professional Service Provider shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement.

SECTION V. PAYMENT

A. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II based on unit costs as set forth in Exhibit H hereto.

B. SUBCONSULTANT. The City shall pay the Professional Service Provider for services and reimbursable expenses of Subconsultants engaged by the Professional Service Provider with the approval of the City's Representative, the amount billed by the Subconsultant to the Professional Service Provider times an approved multiplier of 5% .

C. PAYMENT FOR WORK COMPLETED

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

6. The Professional Service Provider and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

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

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

DATED this _____ day of _____, 2018

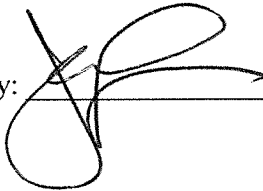
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Professional Service Provider Firm

By:  _____

SCOPE OF WORK

Services to be provided for the Project are as follows;

TELEVISED PIPELINE INSPECTION/SURVEY

- A. A color television camera capable of insertion into 100% humidity conditions will be used on this project. The camera head is capable of panning 270° and tilting 360° and the iris, focus and light source are all remote controlled in order to look directly at problem areas, as well as up service connections. The camera will be transported through the lines on a remote-controlled transporter at approximately 30 feet per minute, stopping at problem areas to insure proper logging of data.
- B. The data collected, stored and downloaded to the city mainframe will be in a MPEG digital format compatible with the current City of Decatur Engineering Software. The digital format will allow City Engineers to observe recorded features and conditions that will assist in the evaluation of the data collected and become a part of the final report. All inspection crews are PACP Certified. TSI shall use Granite Net with ESRI module and the scoring module by Cues, Inc.
- C. Traffic control and protection for the project shall be in accordance with IDOT Highway Standard 701606.01. Daytime operations are proposed for the work.

STORM/SANITARY SEWER CLEANING

- A. A high velocity sewer cleaning and vacuum combination truck will be used. Cleaning shall be accomplished by using a pump capable of delivering 80 GPM at 2,500 PSI. All debris from the cleaning process will be removed with the Vac System. City of Decatur will supply water and dump site for any solids gathered.

MANHOLE INVESTIGATION

- A. A physical/visual investigation of each manhole using all necessary safety equipment. The investigation will include obtaining all data required to evaluate each manhole for structural integrity, inflow/infiltration problems, flow characteristics and environmental conditions. Including all necessary dimensions.

SMOKE/DYE TESTING

- A. Insertion of an inert type smoke bomb of three-minute duration into manholes by means of a 3,000 cfm or larger blower. Logging of data including color photos of locations and/or smoke observed.
- B. Application of a vegetable-based dye into storm/sanitary systems for investigation of cross connections and/or sanitary effluent traveling to creeks, rivers and/or lakes, house service and sink holes. Dye testing is covered under our emergency inspection/survey.

REPORTS

TV INSPECTIONS

A PACP Certified report database will be provided documenting the techniques and equipment used and summarizing the inspection. The database will include the following:

1. Separate pages for each run or line noting distances and locations of the following:
 - Any structural damage, cracks, broken pipe, etc;
 - All service tie-ins and type;
 - Manhole numbers;
 - Direction of flow/depth;
 - Depth and type of debris;
 - Type of pipe and size;
 - Color photos of problem area(s).
2. Evaluation of existing conditions found.
3. MPEG/Digital
 - Complete onscreen data view showing project name, date, continuous footage to nearest 0.10 ft. from starting manhole number.
 - Narration explaining conditions as seen.

MANHOLE INVESTIGATION/EVALUATION

- A. Separate form for each manhole showing the following data in a MACP format downloaded to city mainframe, for use with Department E&I's current ESRI software:
 - All dimensions of the manhole;
 - All sewer line tie-ins and sizes;
 - Direction of flow/depth;
 - Depth and type of debris;
 - Location and type of defects;
 - Environmental conditions, water and atmospheric temperatures;
 - Evaluation of existing conditions found;
 - Video of the manhole in MPEG format.

SMOKE/DYE TESTING

- A. Locations and color photos of points where smoke is observed escaping from pipe.
Evaluation of probable cause.
- B. Locations and color photos of points where dye is observed escaping from pipe.
Evaluation of probable cause.

ADDITIONAL AND/OR EMERGENCY INSPECTION/SURVEYS

We are prepared to offer our services to the City of Decatur in the inspection and evaluation of their sanitary and storm sewer infrastructure, by doing whatever is required, to provide quality service in a professional, safe and cost-effective manner. We have and will continue to stay focused on the City of Decatur's engineering needs; emphasizing the long-term mutually beneficial relationship based on trust and respect. Our services are as followed:

1. TV Inspection/Survey;
2. Proper documentation and preparation of all field data;
3. Evaluation of data and recommendations of repair of problem areas;
4. Field engineering surveys for the location of lost or buried manholes, including vertical and horizontal locations of relocated sewer lines for which there are no available records;
5. Emergency work is offered on a 24-hour, 7-days per week, with no more than a two-hour response time.

ASSUMPTIONS AND CONDITIONS

This Agreement is subject to the following Assumptions and Conditions;

SCHEDULE

It is anticipated that the TV Inspection/Surveys will take place from January 1, 2019 through December 31, 2021. All requested inspections/surveys to be televised, smoke tested, dye tested, manhole inspections or additional services, will be completed in a timely manner or within specified time period by the City Engineer. The prices in this contract will be applicable through December 31, 2021.

ACCEPTANCE OF CONDITIONS STATEMENT

Tele Scan, Inc. hereby affirms that they are in full acceptance of all conditions and requirements and are prepared to execute an agreement with the City of Decatur and perform these services accordingly:

1. The work shall be performed in compliance with applicable OSHA requirements;
2. All insurance requirements shall be met;
3. Laura D. Miller (Tele Scan, Inc) is the wife of Kristy R. Miller (COD).

SUBCONTRACTORS

Tele Scan, Inc. plans to perform all the services required in this proposal.

PROJECT TEAM

The initial Project Team shall be as follows, if any of team member becomes unavailable, TSI will substitute person with comparable qualifications.

PROJECT TEAM	
NAME/TITLE	CERTIFICATIONS
John Latshaw, President	PACP/MACP/LACP Certified ESRI ARC GIS Certified
Matt Hight, Operations Supervisor	PACP/MACP/LACP Certified ESRI ARC GIS Certified
Brandon Bardfield, Project Technician	PACP/MACP/LACP Certified
Nathan Greer, Project Technician	PACP/MACP/LACP Certified
Laura Miller, Project Technician	PACP/MACP/LACP Certified
Harry Petitt, Jr., Project Technician	
Robert Weilmuenster, Project Technician	
Spencer Garner, Project Technician	

EXHIBIT A**1. Unit price for various professional service tasks:****Fiscal Year 2019**

Fiscal Year 2019 project funding will be determined by the City Council. Final quantities will be adjusted to match approved funding levels and project needs.

Work Items	Unit	Estimated Quantity	Unit Price	Total
Televised Inspections	Foot	200,000	\$ 1.25	\$250,000.00
Manhole Inspections	Each	50	See Attachment A	
Smoke Testing	Hour	20	\$225.00	\$ 4,500.00
Sump Pump Inspection	Each	500	\$ 65.00	\$ 32,500.00
Manhole Rehabilitation	Vertical Foot	100	See Attachment A	
Trenchless Point Repairs	Foot	50	See Attachment A	
Special Studies	Hour	60	\$ 80.00	\$ 4,800.00
On-Call Inspection – 3 hr	Each	150	\$600.00	\$ 90,000.00
On-Call Inspection – 48 hr	Each	50	\$600.00	\$ 30,000.00
Sewer Cleaning	Foot	100,000	\$ 1.25	\$125,000.00
Excess Cleaning	Hour	200	\$325.00	\$ 65,000.00

Note: As part of the proposal, attach details on each work item with unit cost proposals for various pipe or manhole sizes, manhole depths, pipe or manhole material, office or field work for special studies, etc. to be provided by the proposing firm.

EXHIBIT A**Fiscal Year 2020**

Fiscal Year 2020 project funding will be determined by the City Council. Final quantities will be adjusted to match approved funding levels and project needs.

Work Items	Unit	Estimated Quantity	Unit Price	Total
Televised Inspections	Foot	200,000	\$ 1.25	\$250,000.00
Manhole Inspections	Each	50	See Attachment A	
Smoke Testing	Hour	20	\$225.00	\$ 4,500.00
Sump Pump Inspection	Each	500	\$ 65.00	\$ 32,500.00
Manhole Rehabilitation	Vertical Foot	100	See Attachment A	
Trenchless Point Repairs	Foot	50	See Attachment A	
Special Studies	Hour	60	\$ 80.00	\$ 4,800.00
On-Call Inspection – 3 hr	Each	150	\$600.00	\$ 90,000.00
On-Call Inspection – 48 hr	Each	50	\$600.00	\$ 30,000.00
Sewer Cleaning	Foot	100,000	\$ 1.25	\$125,000.00
Excess Cleaning	Hour	200	\$325.00	\$ 65,000.00

Fiscal Year 2021

Fiscal Year 2021 project funding will be determined by the City Council. Final quantities will be adjusted to match approved funding levels and project needs.

Work Items	Unit	Estimated Quantity	Unit Price	Total
Televised Inspections	Foot	200,000	\$ 1.25	\$250,000.00
Manhole Inspections	Each	50	See Attachment A	
Smoke Testing	Hour	20	\$225.00	\$ 4,500.00
Sump Pump Inspection	Each	500	\$ 65.00	\$ 32,500.00
Manhole Rehabilitation	Vertical Foot	100	See Attachment A	
Trenchless Point Repairs	Foot	50	See Attachment A	
Special Studies	Hour	60	\$ 80.00	\$ 4,800.00
On-Call Inspection – 3 hr	Each	150	\$600.00	\$ 90,000.00
On-Call Inspection – 48 hr	Each	50	\$600.00	\$ 30,000.00
Sewer Cleaning	Foot	100,000	\$ 1.25	\$125,000.00
Excess Cleaning	Hour	200	\$325.00	\$ 65,000.00

COMPENSATION, BILLING AND PAYMENT FOR STUB FISCAL YEAR 2019-2021

Client shall pay TSI for the Services in accordance with the following:

Compensation for the Services will be as stated below. TSI will bill the Client no less frequently than monthly, with net payment due in 30 days.

The bill will consist of the amount due based on the actual footage televised during the billing period.

FEE SCHEDULE

A. TV INSPECTIONS

\$1.25 per L.F.

B. MANHOLE INSPECTIONS

1. 60" Ø x 0' to 10' deep - \$35.00 for above ground, \$65.00 for man entry;
2. 60" Ø x 10' to 20' deep - \$35.00 for above ground, \$65.00 for man entry;
3. 60" Ø x 21' or Greater - \$65.00 for man entry.

C. SMOKE AND DYE TESTING

1. Smoke Testing - \$225.00 per hour per test;
2. Dye Testing – Up to 500' included in Emergency pricing/Over 500' based on price per L.F. TV Inspection.

D. MANHOLE REHABILITATION

Standard 4' diameter manholes:

Precast – Infiltration and chimney seal - \$195.00/V.F.

Brick – Structural, infiltration and chimney seal - \$275.00/V.F.

E. TRENCHLESS POINT REPAIRS

1. 8" Repair - \$425/L.F.
2. 10" Repair - \$450/L.F.
3. 12" Repair - \$475/L.F.
4. 15" Repair - \$510.00/L.F.

(Larger size repairs available upon request)

F. SPECIAL STUDIES

To locate lost or buried manholes. Verify changes in sewer line locations that are not on record with the City Engineering Office.

Field Survey/Recon - \$80.00 per hour

G. ON-CALL INSPECTIONS (3 Hour On-Call)

TV Inspection – Emergency Basis \$600.00 Minimum

H. ON-CALL INSPECTION (48 hour On-Call)

TV Inspection – Normal Response \$600.00 Minimum

I. SEWER CLEANING

\$1.25 per L.F.

J. EXCESS CLEANING

\$325.00 per hour

The above fee structure is an estimate of our basic services offered and are negotiable based on the extent of each service required.



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this ____ day of _____, 20 _____.
--

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged. BY: _____ (Signature) (Title) Dated this ____ day of _____, 20 _____.

EXHIBIT B

Work Item	Unit	Estimated Stub FY 2019 Quantity	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Televised Inspection	Foot	200000- 250,000	16,666 20,833	16,666 20,833	16,666 20,833	16,666 20,833	16,667 20,833	16,667 20,833	16,667 20,833	16,667 20,833	16,667 20,834	16,667 20,834	16,667 20,834	16,667 20,834
Manhole Inspections	Each	50	AS NEEDED											
Smoke Testing	hour	20												
Sump Pump Inspections	Each	500												
Manhole Rehabilitation	Vertical Foot	100												
Trenchless Point Repair	Foot	50												
Special Studies	Hour	60	5	5	5	5	5	5	5	5	5	5	5	5
On-Call Inspection - 3hr	Each	150	16	16	16	16	17	17	17	17	17	17	17	17
On-Call Inspection - 48hr	Each	50	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,334	8,334	8,334	8,334
Sewer Cleaning	Foot	100,000												
Excess Cleaning	Hour	200	16	16	16	16	17	17	17	17	17	17	17	17

EXHIBIT C

EXHIBIT D

Work Item	Unit	Estimated Stub FY 2020 Quantity	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Televised Inspection	Foot	200000- 250,000	16,666 20,833	16,666 20,833	16,666 20,833	16,666 20,833	16,667 20,833	16,667 20,833	16,667 20,833	16,667 20,833	16,667 20,834	16,667 20,834	16,667 20,834	16,667 20,834
Manhole Inspections	Each	50	AS NEEDED											
Smoke Testing	hour	20												
Sump Pump Inspections	Each	500												
Manhole Rehabilitation	Vertical Foot	100												
Trenchless Point Repair	Foot	50												
Special Studies	Hour	60	5	5	5	5	5	5	5	5	5	5	5	5
On-Call Inspection - 3hr	Each	150	16	16	16	16	17	17	17	17	17	17	17	17
On-Call Inspection - 48hr	Each	50												
Sewer Cleaning	Foot	100,000	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,334	8,334	8,334	8,334
Excess Cleaning	Hour	200	16	16	16	16	17	17	17	17	17	17	17	17

EXHIBIT C

EXHIBIT F

Work Item	Unit	Estimated Stub FY 2021 Quantity	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Televised Inspection	Foot	200000- 250,000	16,666 20,833	16,666 20,833	16,666 20,833	16,666 20,833	16,667 20,833	16,667 20,833	16,667 20,833	16,667 20,833	16,667 20,834	16,667 20,834	16,667 20,834	16,667 20,834
Manhole Inspections	Each	50	AS NEEDED											
Smoke Testing	hour	20												
Sump Pump Inspections	Each	500												
Manhole Rehabilitation	Vertical Foot	100												
Trenchless Point Repair	Foot	50												
Special Studies	Hour	60	5	5	5	5	5	5	5	5	5	5	5	5
On-Call Inspection - 3hr	Each	150	16	16	16	16	17	17	17	17	17	17	17	17
On-Call Inspection - 48hr	Each	50												
Sewer Cleaning	Foot	100,000	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,334	8,334	8,334	8,334
Excess Cleaning	Hour	200	16	16	16	16	17	17	17	17	17	17	17	17

EXHIBIT C



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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Professional
 Service _____
 Address: _____

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



TELESCA-02

HSCHOEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2018

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

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

PRODUCER
J.L. Hubbard Insurance and Bonds
1090 South Route 51
Forsyth, IL 62535

CONTACT NAME: Holli Schorey

PHONE
(A/C, No, Ext): (217) 877-3344 3244FAX
(A/C, No): (217) 877-0795

E-MAIL ADDRESS: hschorey@jlhubbard.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United Fire & Casualty Company

13021

INSURER B: Accident Fund Insurance Co.

10166

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Tele Scan, Inc
6275 E Rt 36
Decatur, IL 62521

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	☒	COMMERCIAL GENERAL LIABILITY	X	60349383	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 1,000,000			
	☐	CLAIMS-MADE					☒	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	☐						MED EXP (Any one person)	\$ 10,000			
	☐						PERSONAL & ADV INJURY	\$ 1,000,000			
	☐						GENERAL AGGREGATE	\$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000			
	☐	POLICY	☒	PROJECT	☐	LOC					
	OTHER:										
A	AUTOMOBILE LIABILITY		X	60349383	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	☒	ANY AUTO OWNED AUTOS ONLY					☐	SCHEDULED AUTOS	BODILY INJURY (Per person)	\$	
	☒	HIRED AUTOS ONLY					☒	NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$	
									PROPERTY DAMAGE (Per accident)	\$	
										\$	
A	☒	UMBRELLA LIAB	☒	OCCUR	60349383	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 5,000,000		
	☐	EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE	\$ 5,000,000		
	☐	DED	☒	RETENTION \$					\$		
				10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WCV6129881	07/01/2018	07/01/2019	☒	PER STATUTE	☐	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N	☒	E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EXCLUDED OFFICERS UNDER WORKERS COMPENSATION: John Latshaw

RE: All Work
City of Decatur is named as additional insured on a primary basis under the General Liability and additional insured under the Automobile; subject to written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

PROFESSIONAL SERVICE PROVIDER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
 COUNTY OF Macon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Tele Scan, Inc. (Hereinafter "Professional Service Provider") is
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

Professional Service Provider's Federal Tax Identification Number is 37-1289839.

B. CORPORATION

The State of Incorporation is Illinois

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>John S. Latshaw</u> Name	<u>6275 E. US Route 36</u> Company Address, Principal Office
<u>1370 Florian Drive</u> Address	<u>Decatur, Illinois 62521</u> City, State, Zip
<u>Mt. Zion, Illinois 62549</u> City, State, Zip	<u>217-864-2940</u> <u>217-864-4974</u> Telephone Facsimile
<u>217-454-1226</u> Telephone	<u>www.tsiunderground.com</u> Website

The corporate officers are as follows:

President: John S. Latshaw

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

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

<u>John S. Latshaw</u>	<u>1370 Florian Drive, Mt. Zion 62549 217-454-1226</u>
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

The business address is 6275 E. US Route 36, Decatur, Illinois 62521

Telephone: 217-864-2940 Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

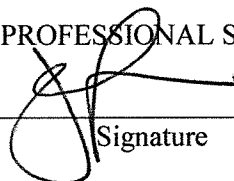
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

PROFESSIONAL SERVICE PROVIDER



Signature

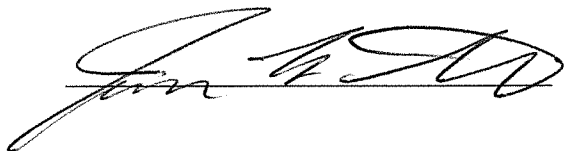
John S. Latshaw

Printed Name

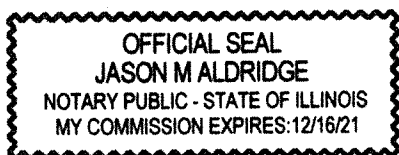
President

Title

SUBSCRIBED and SWORN to before me this 28th day of November, 2018.



Notary Public



COMPENSATION, BILLING AND PAYMENT FOR STUB FISCAL YEAR 2019-2021

Client shall pay TSI for the Services in accordance with the following:

Compensation for the Services will be as stated below. TSI will bill the Client no less frequently than monthly, with net payment due in 30 days.

The bill will consist of the amount due based on the actual footage televised during the billing period.

FEE SCHEDULE

A. TV INSPECTIONS

\$1.25 per L.F.

B. MANHOLE INSPECTIONS

1. 60" Ø x 0' to 10' deep - \$35.00 for above ground, \$65.00 for man entry;
2. 60" Ø x 10' to 20' deep - \$35.00 for above ground, \$65.00 for man entry;
3. 60" Ø x 21' or Greater - \$65.00 for man entry.

C. SMOKE AND DYE TESTING

1. Smoke Testing - \$225.00 per hour per test;
2. Dye Testing – Up to 500' included in Emergency pricing/Over 500' based on price per L.F. TV Inspection.

D. MANHOLE REHABILITATION

Standard 4' diameter manholes:

Precast – Infiltration and chimney seal - \$195.00/V.F.

Brick – Structural, infiltration and chimney seal - \$275.00/V.F.

E. TRENCHLESS POINT REPAIRS

1. 8" Repair - \$425/L.F.
 2. 10" Repair - \$450/L.F.
 3. 12" Repair - \$475/L.F.
 4. 15" Repair - \$510.00/L.F.
- (Larger size repairs available upon request)

F. SPECIAL STUDIES

To locate lost or buried manholes. Verify changes in sewer line locations that are not on record with the City Engineering Office.

Field Survey/Recon - \$80.00 per hour

G. ON-CALL INSPECTIONS (3 Hour On-Call)

TV Inspection – Emergency Basis \$600.00 Minimum

H. ON-CALL INSPECTION (48 hour On-Call)

TV Inspection – Normal Response \$600.00 Minimum

I. SEWER CLEANING

\$1.25 per L.F.

J. EXCESS CLEANING

\$325.00 per hour

The above fee structure is an estimate of our basic services offered and are negotiable based on the extent of each service required.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Professional Service Provider Name
& Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:
To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Professional Service
Provider's Signature:

Title:

Chapter 28, Article 10, of the City Code. All vendors with Public Works contracts with the City of Decatur shall make a good faith effort to meet the City's Minority Participation Goals for all Prevailing Wage work performed as part of this project.

- I. Description of the Minority Participation Goals Program: The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works contracts. To comply with Chapter 28, Section 10, of the City Code, **contractors will make a good faith effort to meet the following minimum goals for all work within this project requiring the payment of Prevailing Wages:**
 - A. Subcontracting is not required, but if subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 - B. Minority workers should perform **18%** of the total hours worked.
- II. Waiver: 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:
 - A. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - B. 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.
- III. Record Keeping and Reporting: For work items requiring Prevailing Wages, 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 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.

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.



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	11-6-2018	Project Title:	Annual Sewer Inspection Program, City of Decatur 2019-19
Total Contract Value:	\$1,350,000.00	Project Number:	2019-19

Section I: Prime Contractor Information

Prime Contractor: Tele Scan, Inc

Address: 6275 E. US Route 36
Decatur, Illinois 62521

Phone: 217-864-2940

Contact Person: John Latshaw

Email: john@tsiunderground.com

Section II: Selected Subcontractors

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

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

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

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

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

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

Section IV: MBE subcontractors that were contacted for this project

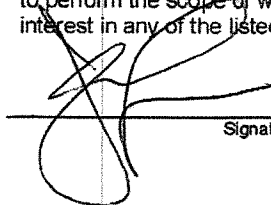
Subcontractor Name	Method of Contact	Contact Outcome
N/A		
If more firms were contacted, please copy this form and attach the additional information.		

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

11.6.18

Date

APPENDIX A

SANITARY SEWER INSPECTION SERVICES

PROPOSAL LINE ITEM COST COMPARISON

Work Item	Estimated Yearly Quantities	Unit	2019				2020				2021			
			Tele Scan		NPR		Tele Scan		NPR		Tele Scan		NPR	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Televised Inspection	200,000	Lineal Foot	\$1.25	\$250,000.00	\$3.00	\$600,000.00	\$1.25	\$250,000.00	\$3.30	\$660,000.00	\$1.25	\$250,000.00	\$3.45	\$690,000.00
Manhole Inspection	50	Each	\$65.00	\$3,250.00	\$500.00	\$25,000.00	\$65.00	\$3,250.00	\$550.00	\$27,500.00	\$65.00	\$3,250.00	\$575.00	\$28,750.00
Smoke Testing	20	Hour	\$225.00	\$4,500.00	\$500.00	\$10,000.00	\$225.00	\$4,500.00	\$550.00	\$11,000.00	\$225.00	\$4,500.00	\$575.00	\$11,500.00
Sump Pump Inspection	500	Each	\$65.00	\$32,500.00	\$1,200.00	\$600,000.00	\$65.00	\$32,500.00	\$1,200.00	\$600,000.00	\$65.00	\$32,500.00	\$1,200.00	\$600,000.00
Manhole Rehabilitation	100	Vertical Foot	\$275.00	\$27,500.00	\$325.00	\$32,500.00	\$275.00	\$27,500.00	\$357.50	\$35,750.00	\$275.00	\$27,500.00	\$373.75	\$37,375.00
Trenchless Point Repairs	50	Lineal Foot	\$510.00	\$25,500.00	\$1,500.00	\$75,000.00	\$510.00	\$25,500.00	\$1,650.00	\$82,500.00	\$510.00	\$25,500.00	\$1,725.00	\$86,250.00
Special Studies	60	Hour	\$80.00	\$4,800.00	\$250.00	\$15,000.00	\$80.00	\$4,800.00	\$275.00	\$16,500.00	\$80.00	\$4,800.00	\$287.50	\$17,250.00
On-Call Inspection - 3 Hr	150	Each	\$600.00	\$90,000.00	\$3,500.00	\$525,000.00	\$600.00	\$90,000.00	\$3,850.00	\$577,500.00	\$600.00	\$90,000.00	\$4,025.00	\$603,750.00
On-Call Inspection - 48 Hour	50	Each	\$600.00	\$30,000.00	\$3,500.00	\$175,000.00	\$600.00	\$30,000.00	\$3,300.00	\$165,000.00	\$600.00	\$30,000.00	\$3,450.00	\$172,500.00
Sewer Cleaning	100,000	Foot	\$1.25	\$125,000.00	\$5.00	\$500,000.00	\$1.25	\$125,000.00	\$5.50	\$550,000.00	\$1.25	\$125,000.00	\$5.75	\$575,000.00
Excess Cleaning	200	Hour	\$325.00	\$65,000.00	\$625.00	\$125,000.00	\$325.00	\$65,000.00	\$687.50	\$137,500.00	\$325.00	\$65,000.00	\$718.75	\$143,750.00
Yearly Totals Based on Estimates			\$658,050.00		\$2,682,500.00		\$658,050.00		\$2,863,250.00		\$658,050.00		\$2,966,125.00	

Economic & Community Development

DATE: 12/3/2018

MEMO: No. 18-4

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Billy Tyus, Interim City Manager
Raymond Lai, Director of Economic and Community Development
John Williams, Mass Transit Administrator

SUBJECT:

Resolution Authorizing the Execution of Purchase Order with Carpet Weaver's for Replacement of Floor Coverings at the Transit Administration Building and Transit Center.

SUMMARY RECOMMENDATION: Staff recommends acceptance of a quote from and execution of purchase order with Carpet Weaver's of Decatur, IL in the amount of \$21,500.00, funded through a 5307 Federal Transit Administration grant, to replace the aging and worn floor covering at the Transit Administration Building and Transit Center.

BACKGROUND:

The Transportation Improvement Plan (TIP) describes all elements of the Capital and Operating projects for Decatur Public Transit System. These projects are approved by the Technical and Policy Committees of the Decatur Urbanized Area Transportation Study (DUATS). Replacement of floor covering was identified in the approved TIP. Presently, flooring at the administration building is frayed, discolored, unattractive and worn out. Most of the flooring was installed in 1996.

In accordance with City and Federal procurement procedures, Transit staff advertised and received quotes to replace the aging and worn flooring at the Transit Administration Building and Transit Center locations. Of the four companies submitted quotes, Carpet Weaver's provided the lowest quote for this project (see attached).

POTENTIAL OBJECTIONS: Staff is not aware of any objections.

INPUT FROM OTHER SOURCES:

Information was secured through meetings and quotes from flooring specialists.

STAFF REFERENCE: Should the City Council have any questions, they may contact Ray Lai at 424-2727 or rlai@decaturil.gov; Gregg Zientara at 424-2702 or

gzientara@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov; Michelle Alexander at 424-3559 or malexander@decaturil.gov

BUDGET/TIME IMPLICATIONS:

Project budgeted and funded through 5307 Federal Transit Administration grant.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF PURCHASE ORDER WITH
CARPET WEAVER'S FOR REPLACEMENT OF FLOOR COVERING AT THE
TRANSIT ADMINISTRATION BUILDING AND TRANSIT CENTER**

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

Section 1. That the estimate presented to the City Council herewith from Carpet Weaver's of Decatur, IL for the purpose of replacing floor covering, including moving of furniture as well as removal and discarding of old flooring be, and the same is hereby received, placed on file and approved.

Section 2. That the Purchasing Supervisor be and is hereby, authorized and directed to execute a purchase order on behalf of the City of Decatur in the amount not to exceed \$21,500 to Carpet Weaver's of Decatur, Illinois, funded through a 5307 Federal Transit Administration grant.

PRESENTED AND ADOPTED this 3RD day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Carpet Weaver's

FLOORING  FURNITURE GALLERY

CARPET WEAVER'S FLOORING & FURNITURE GALLERY

1971 EAST PERSHING ROAD DECATUR IL 62526
217-876-9800

Quote Number: ES800798
PO Number: E9994-8699-07

Date: Nov 14, 2018 11:32 AM
Salesperson: KRISTI MAPLES

Sold To:
PUBLIC TRANSIT CITY OF DECATUR
555 E. WOOD ST.
DECATUR, IL 62526
217-542-3559
MALEXANDER@DECATURIL.GOV

Ship To:
PUBLIC TRANSIT CITY OF DECATUR
555 E. WOOD ST.
DECATUR, IL 62526

Item	Qty	Unit Price	Amount
ROPPE 4" X 4' COVE BASE 1/8": BLACK BROWN	720 LF	\$0.00	\$0.00
MAPEI ECO 575 CARTRIDGE COVE BASE: N/A	12 EA	\$0.00	\$0.00
J&J CITY BLOCKS: JACKSON SQUARE	360 SY	\$0.00	\$0.00
NEXUS CARPET GLUE: N/A	4 EA	\$0.00	\$0.00
TRANSITIONS: BLACK	5 EA	\$0.00	\$0.00
J&J CLASSICS LVT-PLANK VINYL: HEIRLOOM	528 SF	\$0.00	\$0.00
MAPEI PLANIPREP SC 10#: N/A	10 EA	\$0.00	\$0.00
Floor prep material			
CONTRACT MATERIAL PRICE: N/A	1 EA	\$9,099.66	\$9,099.66
COMMERCIAL LABOR - CENTRAL IL	120 HR	\$103.34	\$12,400.34

Material:	\$9,099.66
Labor:	\$12,400.34
Invoice Grand Total:	\$21,500.00

Terms and Conditions:

COUNCIL COMMUNICATION FORM

PURCHASING & INTERNAL SERVICES MEMORANDUM

#18-01

November 21, 2018

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Billy Tyus, Interim City Manager
Gregg Zientara, Financial Management Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Bids for water treatment chemicals

SUMMARY RECOMMENDATION: Staff recommends awarding contracts to the low bidders meeting specifications listed on Exhibit A for each of the water treatment chemicals for January 1, 2019 – December 31, 2019.

BACKGROUND: The following is a list of the chemicals and how they are used in the water purification process.

- Alum – to coagulate; clarifying agent
- Carbon – used for taste and odor control; control of atrazine and other compounds
- Carbon Dioxide – lowers the pH level
- Chlorine – primary disinfectant
- Hydrofluorosilicic Acid – reduces tooth decay
- Lime – water softening agent
- Sodium Chloride – assists to remove nitrate from water
- Sodium Chlorite – disinfectant; used for taste and odor control
- Sodium Hexametaphosphate – used to counteract calcium hydroxide; prevents scaling; filter protection

The City of Decatur uses a performance based evaluation for Powdered Activated Carbon (PAC).

Potential bidders were requested to submit PAC samples to an independent testing firm (Engineering Performance Solutions of Jacksonville, FL) to evaluate product performance. Vendors submitted products for evaluation.

Each product was evaluated and assigned a performance factor based on its ability to remove 60% of one of the most commonly occurring substances attributed to the unpleasant taste and odor characteristics of drinking water - Geosmin.

Multiplying this performance factor by the bid price submitted by each PAC vendor provided the ability to compare equivalent removal costs. The PAC product Aqua Nuchar from Ingevity Corporation was determined to be able to remove 60% of the Geosmin at the lowest cost. (See Exhibit B for evaluation results).

The low bidders meeting specifications have provided the City with the necessary bonding, NSF and AWWA certifications required for their chemicals.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: The Water Production Division of the Public Works Department requested the chemicals and wrote the bid specifications. They recommend approval of the bid.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863, Chaundra Smith, Acting Water Production Operations Supervisor, 424-2831. Matt will be at the council meeting to answer any questions the council may have about this purchase.

BUDGET: Water Operating Fund

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS - ALUM
CITY PROJECT – PUR2018-05**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals - Alum, City Project PUR2018-05 with USAlco Michigan City Plant LLC in the amount of \$337.65 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of USAlco Michigan City Plant LLC 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 the bidder for their bid price of \$337.65 per ton.

PRESENTED AND ADOPTED THIS 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A
Water Treatment Chemicals – PUR2018-05

Estimated Yearly Usage	Chemical	Vendor	Unit Price
1800 tons	Alum	USAlco Michigan City Plant LLC	\$ 337.65/ton
400 tons	Carbon, wood based	Ingevity Corporation	\$1720.00/ton
400 tons	Carbon Dioxide	Ethanol Products, LLC	\$ 105.00/ton
150 tons	Chlorine	Brenntag Mid-South, Inc.	\$ 420.00/ton
150 tons	Hydrofluorosilicic Acid	Pencco, Inc.	\$ 337.40/ton
5200 tons	Lime	Mississippi Lime Company	\$ 194.37/ton
350 tons	Sodium Chloride	Morton Salt Inc.	\$ 248.70/ton
250 tons	Sodium Chlorite	Evoqua Water Technologies, LLC	\$ 983.00/ton
35 tons	Sodium Hexametaphosphate	Carus Corporation	\$1740.00/ton

EXHIBIT B

Results of Carbon Sample Evaluation

	<u>Bid Price/Ton</u>	<u>Performance Factor</u>	<u>60% Removal Cost</u>
Ingevity Corporation – Aqua Nuchar	\$1,720.00	1.00	\$1,720.00
Jacobi Carbons, Inc. – Aquasorb	\$2,500.00	1.12	\$2,800.00
Donau Carbon US LLC – Watercarb 800	\$1531.00	1.89	\$2893.59

Project Name: Water Treatment Chemicals Project Number: PUR2018-05 Bid Date: November 8, 2018 Time: 10:00 a.m.					
	Description	QTY.	Unit	Unit Price	Total
	See Attached				
	No Bids:				
	DPC Enterprises, LLC				
	Geo Specialty Chemicals				
	Omni Materials Inc.				
	Praxair Inc.				
	SAL Chemical				
	Solvay Fluorides, LLC				

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2018-05
November 8, 2018

1. Alum, liquid bulk

USAlco Michigan City Plant LLC	\$ 337.65/ton
Chemtrade Chemicals US LLC	\$ 415.00/ton
Univar USA Inc.	\$ 486.34/ton

2. Carbon, activated bulk – Wood Based

Donau Carbon	\$1531.00/ton
Ingevity Corporation	\$1720.00/ton
Jacobi Carbons, Inc.	\$2500.00/ton

3. Carbon Dioxide, bulk

Ethanol Products LLC	\$ 105.00/ton
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4. Chlorine, liquid, ton containers

Brenntag Mid-South Inc.	\$ 420.00/ton
JCI Jones Chemicals, Inc.	\$ 450.00/ton
Alexander Chemical Corporation	\$ 488.00/ton

5. Hydrofluorosilicic Acid, 23% bulk

Pencco, Inc.	\$ 337.40/ton
Univar USA Inc.	\$ 370.00/ton
Mosaic Global Sales, LLC	\$ 371.00/ton
Alexander Chemical Corporation	\$ 402.00/ton

6. Lime, pebble, bulk, blower truck

Mississippi Lime Company	\$ 194.37/ton
Carmeuse Lime & Stone	\$ 259.48/ton

7. Sodium Chloride

Morton Salt, Inc.	\$ 248.70/ton
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8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$ 983.00/ton
International Dioxide, Inc.	\$ 994.00/ton

9. Sodium Hexametaphosphate, 50 lb. bags

Carus Corporation	\$1740.00/ton
Hawkins, Inc.	\$1950.00/ton
Sterling Water Technologies LLC	\$2078.9356/ton
Shannon Chemical Corporation	\$2727.00/ton

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – CARBON DIOXIDE
CITY PROJECT – PUR2018-05**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Carbon Dioxide, City Project PUR2018-05 with Ethanol Products, LLC in the amount of \$105.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Ethanol Products, LLC 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 the bidder for their bid price of \$105.00 per ton.

PRESENTED AND ADOPTED THIS 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS - CARBON
CITY PROJECT – PUR2018-05**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals - Carbon, City Project PUR2018-05 with Ingevity Corporation in the amount of \$1720.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Ingevity Corporation 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 the bidder for their bid price of \$1720.00 per ton.

PRESENTED AND ADOPTED THIS 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – CHLORINE
CITY PROJECT – PUR2018-05**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Chlorine, City Project PUR2018-05 with Brenntag Mid-South Inc. in the amount of \$420.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Brenntag Mid-South Inc. 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 the bidder for their bid price of \$420.00 per ton.

PRESENTED AND ADOPTED THIS 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – HYDROFLUOROSILICIC ACID
CITY PROJECT – PUR2018-05**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Hydrofluorosilicic Acid, City Project PUR2018-05 with Pencco, Inc. in the amount of \$337.40 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Pencco, Inc. 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 the bidder for their bid price of \$337.40 per ton.

PRESENTED AND ADOPTED THIS 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – LIME
CITY PROJECT – PUR2018-05**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Lime, City Project PUR2018-05 with Mississippi Lime Company in the amount of \$194.37 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Mississippi Lime Company 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 the bidder for their bid price of \$194.37 per ton.

PRESENTED AND ADOPTED THIS 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – SODIUM CHLORIDE
CITY PROJECT – PUR2018-05**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Sodium Chloride, City Project PUR2018-05 with Morton Salt, Inc. in the amount of \$248.70 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Morton Salt, Inc. 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 the bidder for their bid price of \$248.70 per ton.

PRESENTED AND ADOPTED THIS 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – SODIUM CHLORITE
CITY PROJECT – PUR2018-05**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Sodium Chlorite, City Project PUR2018-05 with Evoqua Water Technologies LLC in the amount of \$983.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Evoqua Water Technologies LLC 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 the bidder for their bid price of \$983.00 per ton.

PRESENTED AND ADOPTED THIS 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – SODIUM
HEXAMETAPHOSPHATE
CITY PROJECT – PUR2018-05**

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

Section 1. That the tabulation of the bid received for furnishing water treatment chemicals – Sodium Hexametaphosphate, City Project PUR2018-05 with Carus Corporation in the amount of \$1740.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bids of Carus Corporation 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 the bidder for their bid price of \$1740.00 per ton.

PRESENTED AND ADOPTED THIS 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

City Clerk

DATE: 11/27/2018

MEMO: 2018-42

TO: Mayor Julie Moore Wolfe
Decatur City Council Members

FROM: Billy Tyus, Interim City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Amy Stockwell to the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Appointment of Boards and Commission Library Board of Trustees	Cover Memo

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite her respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Amy Stockwell	Library Board of Trustees	07/01/2021
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DATED this 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 11/27/2018

MEMO: 2018-43

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Billy Tyus, Interim City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Zoning Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Chris Brodnicki to the Zoning Board of Appeals.

ATTACHMENTS:

Description	Type
Appointment to Boards and Commissions, Zoning Board of Appeals	Cover Memo

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Chris Brodnicki	Zoning Board of Appeals	09/01/2021
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DATED this 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2018-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of December, 2018.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 3rd day of December, 2018.

Julie Moore Wolfe, Mayor