



**Monday, February 5, 2024
5:30 PM
City Council Chambers**

**Please take notice that there will be a DCDF meeting at 5:15 p.m.,
on Monday, February 5, 2024, in the City Council Chambers, One
Gary K. Anderson Plaza, Decatur, Illinois.**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of January 16, 2024 City Council Meeting

IV. Unfinished Business

V. New Business

1. Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2023
2. Ordinance Amending City Code Chapter 51.2 Food & Beverage Tax
3. Ordinance Amending City Code Chapter 51.4 Local Motor Fuel Tax
4. Ordinance Amending City Code Chapter 51.5 Hotel Use Tax
5. Ordinance Amending City Code Chapter 52 Alcoholic Liquor
6. Ordinance Creating City Code Chapter 70.2 Registration of At Risk Properties
7. Resolution Authorizing a Professional Service Agreement with Hera Property Registry, LLC.
8. Resolution Authorizing Subrecipient Agreement Between the Decatur Park District and the City of Decatur for Garfield Park Improvements Community Development Block Grant-COVID (CDBG-CV)

9. Resolution Accepting the Bid and Authorizing the Execution of a Contract with E.L. Pruitt Co., for the Decatur Public Library Chiller Replacement Project
10. Resolution Authorizing Agreement with Northeast Community Fund for the Small Home Improvement Program
11. Resolution Approving an Agreement with Walker Consultants Professional Engineering Services for Downtown Parking Structure Concept Design Study, City Project 2024-26
12. Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services, Inc. dba A&R Services Inc. for Faries Park Interceptor Relocation Project, City Project 2022-12
13. Resolution Accepting the Bid and Authorizing the Execution of a Contract with C-Hill Civil Contractors, Inc and Appropriating Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, Section Number 19-00934-00-BR City Project 2019-34
14. Resolution Authorizing a Construction Engineering Services Agreement with WHKS and Co. and Appropriating Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge Over Sand Creek Arm of Lake Decatur Section Number 19-00934-00-BR City Project 2019-34
15. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Reyhan Bros., Inc. dba Sangamo Construction Company and Appropriating Motor Fuel Tax Funds for the West Mound Road Bridge over Stevens Creek, Section Number 19-00935-00-BR City Project 2019-33
16. Resolution Authorizing the City Manager to Sign Loan Documents for a Five-Year Lead Service Line Replacement Project, City Project 2023-20
17. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 1990 East Grove Road
 - B. Ordinance Annexing Territory 2909 South Laura Street
 - C. Ordinance Annexing Territory 2234 Mesa Drive
 - D. Ordinance Annexing Territory 2180 South Shores Drive
 - E. Ordinance Annexing Territory 3062 Tempe Drive
 - F. Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal
 - G. Resolution Authorizing Action Regarding Unsafe Structures
 - H. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 1242 N. Monroe St
 - I. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 2052 E. William St
 - J. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 945 E. William St

- K. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 524 S. Haworth St
- L. Resolution Authorizing a Professional Services Agreement with Lisa Bonnett
- M. Resolution Authorizing Acceptance of a Sourcewell Contract for the Purchase of One (1) Backhoe Loader from Altorfer, Inc.
- N. Resolution Authorizing Acceptance of a Sourcewell Contract for the Purchase of One (1) Chipper from Vermeer Sales & Service
- O. Resolution Authorizing a Letter of Amendment to the Construction and Maintenance Agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project, City Project 2009-33, Section No. 09-00933-01-BR

VI. Other Business

VII. Adjournment

Human Relations 2023 Annual Report

SUBJECT: Approval of Minutes of January 16, 2024 City Council Meeting

ATTACHMENTS:

Description

Type

Approval of Minutes of January 16, 2024
City Council Meeting

Backup Material

CITY COUNCIL MINUTES
Tuesday, January 16, 2024

On Tuesday, January 16, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

Mayor Moore Wolfe called for a motion to allow Councilman Kuhle to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a).

Councilman Horn moved to allow Councilman Kuhle to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a), seconded by Councilman Culp.

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

Mayor Moore Wolfe called for a motion to allow Councilwoman Gregory to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a).

Councilman Horn moved to allow Councilwoman Gregory to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a), seconded by Councilman Culp.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mr. Jadon Cox, Millikin University student, presented a Proclamation declaring the month of January 2024 “Human Trafficking Awareness Month” in the City of Decatur.

Councilwoman Lisa Gregory entered the meeting through electronic attendance at 5:35 p.m.

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

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the December 18, 2023, City Council Meeting were presented. Councilman Horn moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

R2024-01 Resolution Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign - 1910 Mt. Zion Road, was presented. Councilman Horn moved to take the item from the table, seconded by Councilman Culp.

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

Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Mr. Delbert Riehn with Robinson Outdoor Advertising was present to answer questions from Council members.

Deputy City Manager Jon Kindseth answered questions from Council members regarding billboard placement and advertising.

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

R2024-02 Resolution Authorizing a Redevelopment Agreement with Robinson Outdoor Advertising for Off-Premise Sign – 1321 N. Oakland, was presented. Councilman Horn moved to take the item from the table, seconded by Councilman Culp.

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

Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Council members held a conversation about the location of the proposed billboard.

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

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

City Manager Scot Wrighton presented the Treasurer's Financial Report.

R2024-03 Resolution Authorizing a TIF Redevelopment Agreement between the City of Decatur and County Line Plaza, LLC, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

Deputy City Manager Jon Kinseth gave an overview of the Resolution.

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

R2024-04 Resolution Authorizing Amendment to InnovaFeed Development Agreement, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

Motion Adopting 2023-2025 Strategic Plan, was presented. Councilman Horn moved the Motion do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Motion.

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

2024-01 Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District – Property Located Adjacent and just West of 1001 N Brush College Rd, was presented. Councilman Horn moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Ordinance.

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

R2024-05 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Hoerr Construction, Inc. for the 2024 Lead Water Service Line Daylighting Project, City Project 2023-20, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

Mr. Matt Newell, Director of Public Works, gave an overview of the Resolution.

City Manager Wrighton answered questions from Council members regarding lead testing.

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

R2024-06 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Duke's Root Control, Inc. for Multi-Year Sanitary Sewer Herbicide Root Control Project, City Project 2023-31, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

Mr. Matt Newell, Director of Public Works, gave an overview of the Resolution.

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

R2024-07 Resolution Approving the Purchase of Faster Asset Solutions Cloud Based Fleet Management Software, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

Mr. Matt Newell, Director of Public Works, gave an overview of the Resolution and answered questions from Council members concerning costs.

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

R2024-08 Resolution Approving the Purchase and Installation of Two (2) Emergency Warning Sirens, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Council members held a discussion about the need for sirens in the future.

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

R2024-09 Resolution Approving the Purchase and Installation of a Siren Activation and Monitoring System, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through N. and asked if any Council member wished to remove an item from the Consent Agenda. Councilman Culp requested to remove Item K., Councilman McDaniel requested to remove Item C., Councilman Horn requested to remove Item E., and Councilman Cooper requested to remove Item M. The Clerk read Items A., B., D., F., G., H., I., J., L. and N.:

Item A. 2024-02 Ordinance Annexing Territory 2206 Lilac Drive

Item B. 2024-03 Ordinance Annexing Territory 990 East Tohill Road

Item C. R2024-10 Resolution Authorizing an Intergovernmental Agreement between the City of Decatur Illinois and County of Macon Regarding Ann L. Schneider and Associates LLC

Item D. R2024-12 Resolution Authorizing Cash Rent Farm Lease with Craig Hill for Two DeWitt County Farms

Item F. R2024-13 Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials

Item G. R2024-14 Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate

Item H. R2024-15 Resolution Accepting the Bid of Energy Culvert Company LLC for the Purchase of Corrugated Steel Pipe

Item I. R2024-16 Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete

Item J. R2024-17 Resolution Approving Reappointments - Construction and Housing Board of Appeals

Item L. Receiving and Filing of Minutes of Boards and Commissions

Item N. R2024-20 Resolution Authorizing the Execution of an Agreement with JRH Services for the Demolition of 625 W. Center St.

Councilman Horn moved Items A., B., D., F., G., H., I., J., L. and N. be approved by Omnibus Vote; seconded by Councilman Culp, and on call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2024-10 Resolution Authorizing an Intergovernmental Agreement between the City of Decatur Illinois and County of Macon Regarding Ann L. Schneider and Associates LLC, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

Corporation Counsel Wendy Morthland answered questions from Councilman McDaniel about the county splitting the costs of services provided by Ann L. Schneider and Associates LLC.

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

R2024-11 Resolution Authorizing Crop Share Farm Lease with Steve Bell for Oakley Sediment Basin Exterior, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

Councilman Horn encouraged the Water Management team to explore other uses for the property.

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

R2024-18 Resolution Authorizing Amendment to the Decatur Area Convention & Visitors Bureau Agreement, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman McDaniel.

Councilman Culp announced that he would be abstaining from the vote.

Upon call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Dennis Cooper and Mayor Moore Wolfe voted aye. Councilman Culp abstained from the vote. Mayor Moore Wolfe declared the motion carried.

R2024-19 Resolution Authorizing Action Regarding Unsafe Structures, was presented. Councilman Horn moved the Resolution do pass, seconded by Councilman Culp.

Councilman Cooper announced that he would be abstaining from the vote.

Upon call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Councilman Cooper abstained from the vote. Mayor Moore Wolfe declared the motion carried.

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

Council members thanked the Decatur Police Department for all the work that they do. Ms. Melverta Wilkins with the Metro Black Chamber of Commerce was congratulated for taking over the Martin Luther King, Jr. festivities and for a job well done and Council members brought up concerns about lift assists.

City Manager Wrighton responded that a lift assist ordinance was tentatively set for a Council meeting in February.

With no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 6:44 p.m. under Open Meetings Act Section 2(c)(1) the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body.

Councilman Horn moved to Recess to Closed Executive Session, seconded by Councilman Culp and on call of the roll, Council members Pat McDaniel, Lisa Gregory, David

Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session at 7:34 p.m. Councilwoman Gregory moved the regular meeting be adjourned; seconded by Councilman Kuhle. All were in favor by voicing no objections.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:34 p.m.

Approved _____
Kim Althoff
City Clerk

Finance and Treasury

DATE: 2/5/2024

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2023

SUMMARY RECOMMENDATION:

City staff recommends City Council approval of the attached Ordinance to further amend the FY2023 budget and other financial documents related to the fiscal year ending December 31, 2023.

BACKGROUND: This action effectively amends the Budget Reconciliation ordinance for FY2023 adopted by the City Council in December. There have not been major changes in city operations or budgeting practices. This ordinance is requested for two major reasons: 1) switching auditors has resulted in changes to how expenses are charged to the city's general ledger and tracked--which is normal; and 2) it is more transparent, and a better accounting practice, to report budget changes by department in the General Fund, rather than just by entire fund (this administrative reporting change was made in 2023). This will close-out 2023 and enable the city's external auditors to begin their review work in earnest.

POTENTIAL OBJECTIONS: None anticipated

STAFF REFERENCE: Scot Wrighton, City Manager Ruby F. James, City Treasurer & Chief Financial Officer Anthony Cooling, Budget and Revenue Officer

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Ordinance	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: February 5, 2024

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2023

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Ordinance.

BACKGROUND:

City Council adopted the Fiscal Year 2023 Budget and Appropriation Ordinance for the purpose of defraying the expenses of certain departments and funds of the City of Decatur for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

It is now necessary to reconcile the budget and appropriate additional funds for operational expenditures for the City to effect provision of services to its citizens which were not anticipated at the time of adoption nor in previous amendments.

- The Human Resources division (039) in the General Fund; increase by \$20,000 the training line in this division for unbudgeted management training for senior staff.
- The Executive division (015) in the General Fund; increase by \$1,000 for unbudgeted salary expenses.
- The Fire Department (070) in the General Fund; appropriate \$1,000 in additional personnel related expenses due to three years of back pay from an unresolved contract.
- The Traffic & Parking division (086) in the General Fund; appropriate \$5,000 for a higher number of large traffic accidents this year that required a higher than usual amount of repairs.
- Wabash Crossing TIF Fund (21) appropriate \$250,000 for the 2022 tax assessment due to other tax jurisdictions now that the property tax assessment appeal has been settled.
- DUI Fund (26) appropriate \$10,000 for capital costs that were higher than budgeted.
- Pines TIF Fund (28) appropriate \$4,000 due to larger than budgeted payments to the developer.

- The Building Fund (34); appropriate \$100,000 for capital expenses for the final stages of the Second Floor Library build out.
- Foreign Fire Insurance Tax (37) appropriate \$15,000 for capital items not previously budgeted.
- Water Fund (80) appropriate \$1.8 million due to additional transfers of funds to the Water Capital Fund for projects completed sooner than anticipated.

POTENTIAL OBJECTION:

There are no known objections.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer
Anthony Cooling, Budget and Revenue Officer

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

ORDINANCE NO. 2023 –

**BUDGET RECONCILIATION ORDINANCE APPROPRIATING
ADDITIONAL MONIES FOR THE PURPOSE OF DEFRAYING THE
EXPENSES FOR CERTAIN FUNDS OF THE CITY OF DECATUR,
ILLINOIS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023**

WHEREAS, on December 5, 2022, City Council adopted the Fiscal Year 2023 Budget and Appropriation Ordinance for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

WHEREAS, it is now necessary to appropriate additional funds for operational expenditures for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adoption.

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

SECTION 1. The following amounts are hereby appropriated in the fiscal year ending December 31, 2022 and set apart within the following designated funds for expenditures as follows:

Fund	\$ Amount
General Fund	27,000
Wabash TIF (#21)	250,000
DUI Fund (#26)	10,000
Pines TIF Fund (#28)	4,000
Building Fund (#34)	100,000
Foreign Fire Insurance (#37)	15,000
Water (#80)	1,800,000
Total	2,206,000

SECTION 2. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 5th day of February 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

Finance and Treasury

DATE: 2/5/2024

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, City Treasurer & Chief Financial Officer

SUBJECT: Amending City Code to Remove the Prompt Pay Discount on Local Taxes

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve changes to Ordinance 51.2 Food & Beverage Tax, Ordinance 51.4 Hotel Use Tax, and Ordinance 51.5 Hotel Use Tax.

POTENTIAL OBJECTIONS: There may be objections from a few taxpayers, as this amounts to a small increase for those who do use the discount.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCE: Scot Wrighton, City Manager Anthony Cooling, Budget & Revenue Officer

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Ordinance	Ordinance

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: February 5, 2024

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, City Treasurer & Chief Financial Officer

SUBJECT: Amending City Code to Remove the Prompt Pay Discount on Local Taxes

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve changes to Ordinance 51.2 Food & Beverage Tax, Ordinance 51.4 Hotel Use Tax, and Ordinance 51.5 Hotel Use Tax.

BACKGROUND:

The City Council adopted the Local Motor Fuel Tax (LMFT) and the Hotel Use Tax in 2016, and the Food & Beverage Tax in 2002. When the LMFT was implemented, it included a 1.75% discount on the tax liability if payments were made on-time to incentivize on-time payments. The Food & Beverage Tax and Hotel Use Tax were amended in 2016 as well to include the same discount.

There is sufficient data from several years to firmly conclude that the prompt pay discount has not in any measurable way led to more on-time payments. There is no appreciable difference month to month between late and timely payments received from all three taxes. Many businesses file timely returns and don't bother to take the prompt pay discount at all because of its minor nature. For example, if there was \$100 owed in one of these local taxes, the prompt pay discount would amount to \$1.75. The City Code already applies a 10% penalty for late payments. Additionally, some businesses take the prompt pay discount in error, even after submitting late returns with the 10% late fee. Given the minor nature of the discount, and the way underpayments of small amounts contribute to minor infractions, staff believe discontinuing the discount is more efficient and less confusing. Continuing the discount with the enforcement it requires would be a misattribution of resources, akin to giving tickets for going 5 mph over the speed limit.

Finance is implementing a new tax database software called OpenGov, which is currently in use for licensing and permits. This change in tax collection will be implemented when the new tax software goes live in mid-2024. This software has a public facing option that will allow taxpayers to submit returns via the internet and to make online payments, which will make it much easier for taxpayers. The software, which calculates taxes due based on sales input, will not calculate a prompt pay discount. Additionally, notifications will go out to all taxpayers who file through the mail or in person, educating them about the change in the tax code if approved. Any enforcement will be deferred for several months until all taxpayers have been given at least two notifications that the prompt pay discount is no longer part of the tax code.

POTENTIAL OBJECTION:

There may be objections from a few taxpayers, as this amounts to a small increase for those who do use the discount.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Scot Wrighton, City Manager
Anthony Cooling, Budget & Revenue Officer

BUDGET/TIME IMPLICATIONS:

Approval of this change will have the effect of minimally increasing revenue. For example, the largest payers of the Food & Beverage Tax in the City, busy fast-food franchises, will pay about \$1,000 more per year in taxes, with most taxpayers paying far less.

ATTACHMENTS:

<u>Description</u>	<u>Type</u>
Ordinance Amending City Code Chapter 51.2 Food & Beverage Tax	Ordinance
Additions and Deletions Chapter 51.2 Food & Beverage Tax	Exhibit
Ordinance Amending City Code Chapter 51.4 Motor Fuel Tax	Ordinance
Additions and Deletions Chapter 51.4 Hotel Use Tax	Exhibit
Ordinance Amending City Code Chapters 51.5 Hotel Use Tax	Ordinance
Additions and Deletions Chapter 51.5 Hotel Use Tax	Exhibit

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 51.2-
FOOD AND BEVERAGE TAX

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

SECTION 1. That Chapter 51.2 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended, deleting Section 6(b).

SECTION 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2024.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 51.2

FOOD AND BEVERAGE TAX

Section 6. MONTHLY RETURNS

(a) A sworn monthly return shall be filed with the Finance Department of the City no later than the twentieth day of the calendar month next succeeding the month for which the return is made, a sum of money equal to the amount of food and beverage tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the Finance Director containing such information as the Finance Director may reasonably require including, but not limited to all receipts from taxable purchase of food and beverage and the tax collected for such

~~(b) — Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.~~

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 51.4-
LOCAL MOTOR FUEL TAX

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

SECTION 1. That Chapter 51.4 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended, deleting Section 4(d).

SECTION 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February, 2024.

JULIE MOORE WOLFE, MAYOR

CITY CLERK

PUBLISHED this _____ day of _____, 2024.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 51.4

LOCAL MOTOR FUEL TAX

4. REQUIRED RETURNS AND REMITTANCE OF TAX.

(a) All retail gasoline dealers shall pay to the City all taxes collected pursuant to this Chapter.

(b) All retail gasoline dealers shall file a sworn monthly return with the Finance Department of the City no later than the twentieth day of the calendar month next succeeding the month for which the return is made, a sum of money equal to the amount of motor fuel tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the Finance Director containing such information as the Finance Director may reasonably require including, but not limited to all receipts from taxable purchases of motor fuel and the tax collected for such.

(c) Every bulk user shall file a sworn monthly return with the Finance Department no later than the twentieth day of the calendar month next succeeding the month for which the return is made, a sum of money equal to the amount of motor fuel tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the Finance Director containing such information as the Finance Director may reasonably require.

~~(d) Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.~~

SUBJECT: Ordinance Amending City Code Chapter 51.5 Hotel Use Tax

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 51.5 Hotel Use Tax	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 51.5-
HOTEL USE TAX

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

SECTION 1. That Chapter 51.5 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended, deleting Section 5(c).

SECTION 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2024.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 51.5

HOTEL USE TAX

5. PAYMENT OF TAX.

A. A sworn monthly return shall be filed with the Finance Department of the City for each hotel or short-term residential unit in the City on forms prescribed by the Finance Director showing all receipts from each renting, leasing or letting of rooms, which return shall be filed no later than the twentieth day of the month next succeeding the month for which the return is made, and shall be accompanied by payment of all taxes due and owing for the month covered by said return (Amended, Ordinance No. 2023-24, April 17, 2023)

B. If for any reason any tax is not paid when due, a penalty at the rate of ten percent (10%) per thirty day period, or portion thereof, from the day of delinquency shall be added thereto and paid.

~~C. Any person filing a timely return pursuant to this Section may retain One and Three quarters (1.75) percent of the tax they collect to be remitted with that return. This retention is allowed for the purpose of compensating for the costs incurred in complying with the duties and obligations set forth under this Chapter. If the return is not timely filed, no retention shall be allowed.~~

~~D. C.~~ Payment and collection of said tax may be enforced by action in any court of competent jurisdiction and failure to collect, account for and pay over said tax shall be cause for revocation of any City license for such hotel or short-term residential unit or applicable to the premises thereof all in addition to any other penalty provided in this ordinance. (Amended, Ordinance 2016-39, June 20, 2016)(Amended, Ordinance No. 2023-24, April 17, 2023)

SUBJECT: Ordinance Amending City Code Chapter 52 Alcoholic Liquor

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2024-**

January 8, 2024

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 52 – Alcoholic Liquor

RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 52, Section 4 to allow local government tenants at the Lake Decatur marinas to obtain a Class "F" license to sell packaged alcohol for off premise consumption.

For several years, the city has worked with the Decatur Park District and G&H Marine to expand the size of and services at the Lake Decatur Marina at Basin #2. The existing memorandum of agreement with the Decatur Park District and with G&H Marine sets a goal of eventually having a full service marina (more and newer boat docks, boat rentals, a convenience store, gas sales by the marina operator, additional food service options, and other marina-related services). G&H Marine is making progress toward this goal incrementally. In 2024, G&H Marine will be installing additional docks, taking over gas sales, and putting a convenience store inside the maintenance building the city has leased from the Decatur Park District since 1934. As a part of G&H Marine's business plan, they have requested that they be issued a package liquor license for this location, this requires an amendment of Chapter 52, concerning Class "F" licenses.

POTENTIAL OBJECTIONS: Both the Devon Amphitheater and the Beach House have liquor licenses, but they are both different classes.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 52 -

- ALCOHOLIC LIQUOR -

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 4, so that Section 4 as so modified and amended, shall provide as follows:

4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:...

...**Class F**, under which the licensee may only be the State or a department, agency or instrumentality thereof, a unit of local government or tenant thereof, or a not-for-profit charitable foundation having as one of its purposes the conduct and promotion of at least one outdoor sport such as baseball, football, rugby, soccer, golf, or the like, or the conduct and promotion of outdoor dining or spectator sports or events such as horse racing, fairs, expositions or shows, and which operates an outdoor facility appropriate to said dining, sport or event whereat alcoholic beverages are sold for consumption on the premises or sold for consumption off the premises if said licensee is a tenant of a unit of local government at the Lake Decatur marina, and which is situated in a zoning district other than the Residence, Office, Park Mobile Home or Neighborhood Shopping District unless the licensee is a unit of local government or a tenant thereof, or unless the licensed premises are a clubhouse or restaurant connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class F license....

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2024.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52

- ALCOHOLIC LIQUOR -

4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:...

...**Class F**, under which the licensee may only be the State or a department, agency or instrumentality thereof, a unit of local government or tenant thereof, or a not-for-profit charitable foundation having as one of its purposes the conduct and promotion of at least one outdoor sport such as baseball, football, rugby, soccer, golf, or the like, or the conduct and promotion of outdoor dining or spectator sports or events such as horse racing, fairs, expositions or shows, and which operates an outdoor facility appropriate to said dining, sport or event whereat alcoholic beverages are sold for consumption on the premises or sold for consumption off the premises if said licensee is a tenant of a unit of local government at the Lake Decatur marina, and which is situated in a zoning district other than the Residence, Office, Park Mobile Home or Neighborhood Shopping District unless the licensee is a unit of local government or a tenant thereof, or unless the licensed premises are a clubhouse or restaurant connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class F license.

City Clerk

DATE: 2/5/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Ordinance Creating City Code Chapter 70.2 Registration of At Risk Properties

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance
VPRO List of Cities	Backup Material

February 1, 2024

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

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

RE: Proposed Vacant & Foreclosed Properties Registration Ordinance

How is a Vacant & Foreclosed Ordinance a Neighborhood Revitalization Strategy?

Two key components of the city's neighborhood revitalization plans are: 1) the city should demolish structures that are not salvageable where there are no parties interested in making the required investments to save derelict and abandoned structures; and 2) where structures can be salvaged, the city should encourage renovation and rehabilitation of these buildings so that they do not later end up on the demolition list. Although the city has acquired many vacant and abandoned structures through the Macon County Trustee (MCT) property disposition process (and other means) over the last several years, and has significantly increased the number of demolitions, there are still many more abandoned and vacant properties in private hands that do *not* require demolition today, but are not being maintained or renovated either—despite the need for additional local housing. Without intervention, these are the 'demos of the future,' and they will continue to needlessly drive up the city's demolition budget.

What is the Purpose of a Vacant & Foreclosed Ordinance?

A vacant and foreclosed (or distressed buildings registration) ordinance assesses a semi-annual fee so long as an improperly maintained and vacant building has "evidence of derelict vacancy," and is determined to be a "registrable property" as these terms are defined in the ordinance. The burden of proof for determining that a structure has "evidence of derelict vacancy," and is determined to be a "registrable property" rests with the city; and if an owner objects to the city's finding, then there is a process for appealing whether a building is "registrable." Registrable properties require the owner to provide contact information for local property managers, and it requires that owners or their representatives periodically inspect the properties to keep them in order. Derelict and irresponsible owners of vacant structures will find these requirements a bother and a nuisance. If this causes them to move more quickly toward private demolition or rehab, then it advances the city's objectives. If owners do not pay the fees and/or violate the ordinance in other ways, the city will have the ability to take legal action, including placing more liens on the property—which could lead to a faster foreclosure or other adverse possessions.

This ordinance is not about raising revenue; it is about changing behaviors. If someone owns an empty or vacant building, but they are good stewards and maintain it responsibly and diligently while they try to sell it, or they need more time to evaluate different development options, or wait for the real estate market to improve—then the city has no objection. But Decatur has far too many structures—both residential and commercial—that have sat empty, unused and vacant for years, and they are not maintained or regularly inspected. They are fire traps for our first

responders, they harbor vermin, they are drug houses, they attract vandalism and are unsightly. These properties are a drag on their neighborhoods, they devalue adjoining tracts, and they contribute directly to blight. Far too often, the city has ended up demolishing some of these vacant structures because if they deteriorate enough, the property owner may choose to ‘dump’ them on the city and abandon them. After much legal wrangling, the city eventually acquires title to these properties after demolition and clearing; but the value of the property is always a fraction of the costs paid by taxpayers to tear buildings down. Decatur’s taxpayers should not subsidize the poor behavior of vacant structure owners who do little or nothing to maintain their buildings. Private property owners are entitled to decide for themselves whether they wish to demolish or rehabilitate their buildings; but they are *not* entitled to leave them in the “twilight zone” between demolition and rehab, while at the same time performing little or no maintenance—to the detriment of adjoining property owners and the neighborhood.

The concept of a vacant and foreclosed ordinance has been discussed before by the council, and has received support in concept. During a 2022 study session, one of the city’s revitalization consultants, the Center for Community Progress, specifically recommended that the city adopt a vacant and foreclosed ordinance. What has taken time is crafting the ordinance to fit the unique requirements of Decatur. Some cities require registration of ALL vacant buildings—regardless of their condition or maintenance status. Some even require “snowbirds” to register while they are away in Florida. These provisions do not fit Decatur; the recommended ordinance takes a more targeted approach—it is focused on vacant buildings that are obviously being allowed to deteriorate by their owners.

How will a Vacant & Foreclosed Ordinance Work in Decatur?

While city staff will decide which properties will be “registrable” (since they are doing inspections in these neighborhoods now), the work of contacting property owners, verifying ownership records, evaluating the legal status of shell corporations, etc. would overwhelm the Economic & Community Development Department. For this reason, a companion council item (following on the Monday agenda) is a parallel agreement with Hera Property Registry, LLC to manage much of the ordinance’s administration. This is more efficient than adding staff. Hera would retain a portion of the fees charged.

Who could be opposed to a Vacant & Foreclosed Ordinance?

It is not a crime to own a vacant building, but if a vacant building causes negative impacts on the neighborhood around it (physically, financially, emotionally, etc.), then it should be. Derelict building owners will not like the ordinance, and some may assert that a vacant and foreclosed ordinance infringes on their private property rights (i.e., to use their property in any way they wish). It is possible to overreach in adopting a vacant and foreclosed ordinance; but where the city can demonstrate that vacant buildings are impacting adjoining properties, courts have upheld these kinds of ordinances—and the ordinance proposed for Decatur is less restrictive than many other vacant and foreclosed ordinances.

More than 1500 communities in the United States have adopted vacant and foreclosed ordinances in some form. In Central Illinois, vacant and foreclosed ordinances have been

adopted in Rantoul, Bloomington, Normal (since 2002), Champaign & Urbana. Peoria is considering such a policy as well. Hera Property Registry, LLC has contracted with many Illinois municipalities to provide services similar to what we have proposed that they do in Decatur. These include Rockford, Moline, Quincy, and Macomb.

Some financial institutions will not like the ordinance because they may not currently exercise effective management and oversight over real estate during their foreclosure process. Although Decatur has a lower rate of foreclosures than most other Central Illinois cities of comparable size, when a home is being foreclosed, it is the most vulnerable to vandalism, and intentional destruction by frustrated mortgagees who are delinquent. Many banks do not have a mechanism for regularly inspecting vacant and foreclosed properties under their control. Damages inflicted on vacant structures during foreclosure ends up causing some of them to eventually be demolished (often by the city at the taxpayers expense)—which in Decatur’s case takes more potential housing away from a market that needs more livable units. Although it increases responsibilities for banks, most of them learn to appreciate a vacant and foreclosed ordinance because this mechanism helps them protect their assets. With a vacant and foreclosed ordinance in place, the city can more rapidly notify financial institutions of code issues—allowing them to correct them and thereby prevent the longer process we use now: whereby the city fixes the problem at the taxpayers’ expense, then files liens to recover the cost, followed by more legal action by the city, all of which clouds the title.

Summary and Recommendations

It is recommended that the proposed ordinance, and the companion agreement with Hera, be adopted.

ORDINANCE NO. _____

**ORDINANCE CREATING CITY CODE
- CHAPTER 70.2 -
- REGISTRATION OF AT RISK PROPERTIES-**

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

WHEREAS, the City Council desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the City of Decatur and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City; and

WHEREAS, the Council recognizes properties subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as “Registrable Properties”) located throughout the City lead to a decline in community cohesion and property values; create nuisances; lead to a general decrease in neighborhood and community aesthetics; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Council recognizes that it is in the best interest of the public health, safety, and welfare to discourage Registrable Property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Council has a vested interest in protecting neighborhoods against blight caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property, as defined herein, and located within the City to discourage Registrable Property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

WHEREAS, the Council finds that the implementation of the following changes and additions will assist the City in protecting neighborhoods from the negative impact and other deleterious conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing City regulations and laws.

Section 1. That the City Code of Decatur is amended by creating and enacting Chapter 70.2 entitled Registration of “At-Risk” Properties and shall provide as follows:

-CHAPTER 70.2-
-REGISTRATION OF “AT-RISK” PROPERTIES-

1. PURPOSE AND INTENT.

It is the purpose and intent of the Council to establish a process to address the deterioration, crime, and decline in value of City neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contributes to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Council’s further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through a lack of adequate maintenance of derelict vacant properties and those that are in foreclosure, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property owners. A registry which is kept up to date is in the public interest, as it is a mechanism to ensure that foreclosed properties, nuisance properties and/or other vacant and distressed (VAD) properties that financially over-burden and strain valuable limited public resources, do not impair the efficient economical and indispensable governmental functions of the City.

2. DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

At-Risk Registrable Property shall mean:

- (a) Any real property located in the City, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing foreclosure action by the mortgagee or trustee, that has been the subject of a foreclosure action by a mortgagee or trustee and a judgment has been entered, or has been the subject of a foreclosure, sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a foreclosure property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction, designation as a Registrable Property is changed by the City as provided herein, or the foreclosure action has been dismissed; or
- (b) Any property that is vacant for more than sixty (60) days and has had a property maintenance violation judgment entered in administrative or circuit court in the previous 12 months, or lacks actively used utilities and services, and where the property has evidence of derelict vacancy.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

Evidence of Derelict Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a mortgagee, or other lien holder, terminates or attempts to terminate a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. The legal process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Minimum Maintenance Standard means the minimum acceptable standard of care, an Owner must exercise to keep a property in compliance with the current adopted International Property Maintenance Code or within the scope of acceptable condition. The minimum maintenance standard will be published and may be updated from time to time.

Mortgagee shall mean the holder of an indebtedness or oblige of a non-monetary obligation secured by a mortgage or any person designated or authorized to act on behalf of such holder, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the holder's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the real property, excluding governmental entities.

Owner shall mean every person, entity, or mortgagee, who alone or severally with others, has legal or equitable title to any real property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. An owner includes the guardian of the estate of such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court. The property manager shall not be considered the owner.

Property Manager shall mean any party designated by the owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits. For purposes of this Chapter, multifamily real estate with four (4) or fewer units shall be considered residential property and multifamily real estate with greater than four (4) units and all other uses shall be considered commercial property.

Registry shall mean an electronic database of searchable real property records, used by the City to allow mortgagees and owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Snowbird/Dormant Property means a property inside the City where the lawful owners or occupants intend to spend a predetermined duration of time in a separate geographic location beyond a distance which makes the habitual presence at the dormant property unlikely during the specified absence, but where the definition of At-Risk Registerable Property does not apply.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, and garbage services.

3. APPLICABILITY AND JURISDICTION

This chapter applies to foreclosing, foreclosed, and vacant property within the City.

4. ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of chapter, the City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Chapter.

5. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE

- (a) Any mortgagee who holds a mortgage on real property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a foreclosure action.
- (b) Property inspected pursuant to subsection (a) above that remains in foreclosure shall be inspected every thirty (30) days by the mortgagee or mortgagee's designee. If an inspection

shows a change in the property's occupancy status the mortgagee shall, within fifteen (15) days of that inspection, update the occupancy status of the property registration.

- (c) Within fifteen(15) days of the date any mortgagee files a foreclosure action, the mortgagee shall register the real property with the City Registry, and, at the time of registration, indicate whether the property is vacant, and if so, shall designate in writing a property manager to inspect, maintain, and secure the real property subject to the mortgage under a foreclosure action. A separate registration is required for each property under a foreclosure action, regardless of whether it is occupied or vacant.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the mortgagee, the mailing address of the mortgagee, e-mail address, telephone number and name of the property manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of Two Hundred Dollars (\$200.00) for each Residential property, and Three Hundred Fifty Dollars (\$350) for each Commercial Property. Subsequent non-refundable semi-annual renewal registrations of properties shall be the same as initial fees and fees are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to defaulted properties, (3) City neighborhood revitalization initiatives, and (4) for any related purposes as may be adopted in policy by the City Council. None of the funds provided for in this section shall be utilized for the legal defense of foreclosure actions.
- (f) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the Registrable Property.
- (g) If the mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the foreclosed property.
- (h) If the foreclosing or foreclosed property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this

section, a late fee equivalent to ten percent (10%) of the semi-annual registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where an order has been entered transferring title to the mortgagee as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property. A Certificate of Occupancy will be required before occupancy will be granted by the City and payment in full of all fees imposed pursuant to this chapter are required, prior to any removal of the vacant property from the registry and occupancy of a vacant building.
- (k) Failure of the mortgagee and/or property owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.
- (l) If any property is in violation of this Chapter, the City may take any legal or equitable action to ensure compliance with and to bring or keep the property in compliance with this Chapter. The mortgagee shall be liable for the costs of such obligation and actions and may result in a lien upon the property.

6. INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS VACANT BUT NOT SUBJECT TO A MORTGAGE IN FORECLOSURE

- (a) Any owner of property determined to be a Registerable Property or properties with evidence of derelict vacancy as defined herein, and located within the City, shall within thirty (30) days after the property is determined to be a Registerable Property or a property with evidence of derelict vacancy shall register the property with the City Registry.
- (b) Initial registration pursuant to this section shall contain at a minimum the name of the owner, the mailing address of the owner, e-mail address, and telephone number of the owner, and if applicable, the name and telephone number of the property manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of Two Hundred Dollars (\$200.00) for each Residential property, and Three Hundred Fifty Dollars (\$350) for each Commercial Property. Subsequent non-refundable semi-annual renewal registrations of properties shall be the same as initial fees, and fees are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to vacant properties, (3) City neighborhood

revitalization initiatives, and (4) for any related purposes as may be adopted in policy by the City Council.

- (d) If the property is sold or transferred, the new owner is subject to all the terms of this Chapter. Within fifteen (15) days of the transfer, the new owner shall register the Registerable Property or update the existing registration. The previous owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that owner's involvement with the vacant property.
- (e) If the Registerable vacant property is not registered, or either the registration fee or the semi-annual registration fee is not paid within thirty (30) days of when the registration or semi-annual registration is required pursuant to this section, a late fee shall be assessed equivalent to ten percent (10%) of the semi-annual registration fee and shall be charged for every thirty (30) day-period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and renewal registrations required by subsequent owners of the Registerable vacant property.
- (f) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains a Registerable Property or has evidence of derelict vacancy as defined herein.
- (g) Failure of the owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.
- (h) If any property is in violation of this Chapter, the City may take any legal or equitable action to ensure compliance with and to bring or keep the property in compliance with this Chapter. The owner shall be liable for the costs of such obligation, failure to comply and may result in a lien placed upon the property.
- (i) Properties actively registered as a result of this section are not required to be registered again pursuant to the foreclosure mortgage property section.

7. MAINTENANCE REQUIREMENTS

- (a) Properties subject to this Chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by Federal, State or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the current applicable codes at all times.
- (d) Registrable Property yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools, spas, and hot tubs shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s) of the City.
- (g) Within ten (10) days of registering the property, the owner and/or responsible parties shall complete the removal of all:
 - i. Combustible materials from the structure in compliance with the City's Fire Prevention ordinances.
- (h) Failure of the mortgagee, owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the City. Pursuant to a finding and determination by a court of competent jurisdiction, the City may take the necessary action to ensure compliance with this section.
- (i) In addition to the above, the property is required to be maintained in accordance with the applicable adopted codes of the City.

8. SECURITY REQUIREMENTS

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child or animal to access the interior of the property or structure must be repaired. Broken windows or doors shall be permanently repaired or secured temporarily utilizing pressure-treated or exterior grade painted wood. The securing of property by use of wood is only a temporary solution to prevent unauthorized entry into a property.
- (c) If a property is Registrable, or has evidence of derelict vacancy or blight, a property manager shall be designated by the mortgagee and/or owner to perform the work necessary to bring and keep the property in compliance with the applicable code(s), and the property

manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.

- (d) In addition to the above, the property is required to be secured in accordance with the applicable adopted codes of the City.
- (e) When a property subject to this Chapter becomes vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the property manager. The property manager shall be available to be contacted by the City, Monday through Friday between 9:00 a.m. and 5:00 p.m., federal legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall contain minimally, the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS. _____.
THE PROPERTY MANAGER CAN BE CONTACTED _____.
BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (g) Failure of the mortgagee and/or property owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

9. PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the City from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

10. REGISTRABLE PROPERTY DESIGNATION RECONSIDERATION

Mortgagees and owners may request reconsideration of the designation of the property as registrable property. The request must be in writing and must be submitted to the Economic & Community Development Director or their designee within seven (7) days of the date of the mailing of the notice of designation. The request shall contain a complete statement of the reasons the mortgagee or owner disputes the designation and shall set forth specific facts in support of the

request. The Economic & Community Development Director, or designee shall send notice of their decision within seven (7) days of receipt of the request. The filing of a request for reconsideration stays the time required for registration until the Director or designee sends the notice of decision.

11. VOLUNTARY REGISTRATION OF DORMANT PROPERTY

Any owner/responsible party may voluntarily register their residential property within this registry for an extended period and for the duration of the period of time that the property remains dormant. The registration shall state and would be for the purpose of informing the City, who the local responsible agent is that the City should contact in lieu of the Owner/Responsible party, should the City become aware of a problem at the premises and shall state the anticipated duration of absence. No fee shall be assessed for this registration, so long as the property is not otherwise required to be registered under this Ordinance.

12. ADDITIONAL AUTHORITY

- (a) The registration of a property shall not preclude action by the City to take any other action against the property pursuant to other provisions of the City Code, or applicable local, state or federal laws.
- (b) Nothing herein contained shall prohibit the City from immediately condemning a property or taking other immediate action upon a determination that the property is a public nuisance or poses an immediate danger to the public, health, safety or welfare as provided for in the City Code or applicable local, state and federal laws.
- (c) The City shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures as may be reasonably required to help prevent further decline of the property.
- (d) The City may contract with an entity to implement this Chapter, and, if so, any reference to the enforcement officer herein shall include the entity the City contract with for that purpose.
- (e) In order to cause the purpose, intent, and provisions of this Chapter and the Code adopted thereby to be carried out and administered, and to facilitate the same, the City Manager be, and he is hereby authorized to cause directives, interpretations and rules not in conflict with said provisions, to be promulgated and enforced.

13. SEVERABILITY

It is hereby declared to be the intention of the City that if the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

14. PENALTIES

Any person, firm or corporation who shall violate any of the provisions hereof, shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred (\$500.00) for each offense, and every day on which a violation occurs or continues shall be considered a separate offense. The City may seek remedies which include corrective action, prohibitions or revocations as a part of its relief.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK, KIM ALTHOFF

PUBLISHED this _____ day of _____, 2024.

CITY CLERK, KIM ALTHOFF

ADDITIONS AND DELETIONS
-CHAPTER 70.2-
-REGISTRATION OF “AT-RISK” PROPERTIES-

1. PURPOSE AND INTENT.

It is the purpose and intent of the Council to establish a process to address the deterioration, crime, and decline in value of City neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contributes to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Council’s further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through a lack of adequate maintenance of derelict vacant properties and those that are in foreclosure, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property owners. A registry which is kept up to date is in the public interest, as it is a mechanism to ensure that foreclosed properties, nuisance properties and/or other vacant and distressed (VAD) properties that financially over-burden and strain valuable limited public resources, do not impair the efficient economical and indispensable governmental functions of the City.

2. DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

At-Risk Registrable Property shall mean:

- (c) Any real property located in the City, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing foreclosure action by the mortgagee or trustee, that has been the subject of a foreclosure action by a mortgagee or trustee and a judgment has been entered, or has been the subject of a foreclosure, sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a foreclosure property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction, designation as a Registrable Property is changed by the City as provided herein, or the foreclosure action has been dismissed; or
- (d) Any property that is vacant for more than sixty (60) days and has had a property maintenance violation judgment entered in administrative or circuit court in the previous 12 months, or lacks actively used utilities and services, and where the property has evidence of derelict vacancy.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

Evidence of Derelict Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a mortgagee, or other lien holder, terminates or attempts to terminate a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. The legal process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Minimum Maintenance Standard means the minimum acceptable standard of care, an Owner must exercise to keep a property in compliance with the current adopted International Property Maintenance Code or within the scope of acceptable condition. The minimum maintenance standard will be published and may be updated from time to time.

Mortgagee shall mean the holder of an indebtedness or oblige of a non-monetary obligation secured by a mortgage or any person designated or authorized to act on behalf of such holder, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the holder's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the real property, excluding governmental entities.

Owner shall mean every person, entity, or mortgagee, who alone or severally with others, has legal or equitable title to any real property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. An owner includes the guardian of the estate of such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court. The property manager shall not be considered the owner.

Property Manager shall mean any party designated by the owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits. For purposes of this Chapter, multifamily real estate with four (4) or fewer units shall be considered residential property and multifamily real estate with greater than four (4) units and all other uses shall be considered commercial property.

Registry shall mean an electronic database of searchable real property records, used by the City to allow mortgagees and owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Snowbird/Dormant Property means a property inside the City where the lawful owners or occupants intend to spend a predetermined duration of time in a separate geographic location beyond a distance which makes the habitual presence at the dormant property unlikely during the specified absence, but where the definition of At-Risk Registerable Property does not apply.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, and garbage services.

3. APPLICABILITY AND JURISDICTION

This chapter applies to foreclosing, foreclosed, and vacant property within the City.

4. ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of chapter, the City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Chapter.

5. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE

- (m) Any mortgagee who holds a mortgage on real property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a foreclosure action.
- (n) Property inspected pursuant to subsection (a) above that remains in foreclosure shall be inspected every thirty (30) days by the mortgagee or mortgagee's designee. If an inspection

shows a change in the property's occupancy status the mortgagee shall, within fifteen (15) days of that inspection, update the occupancy status of the property registration.

- (o) Within fifteen(15) days of the date any mortgagee files a foreclosure action, the mortgagee shall register the real property with the City Registry, and, at the time of registration, indicate whether the property is vacant, and if so, shall designate in writing a property manager to inspect, maintain, and secure the real property subject to the mortgage under a foreclosure action. A separate registration is required for each property under a foreclosure action, regardless of whether it is occupied or vacant.
- (p) Initial registration pursuant to this section shall contain at a minimum the name of the mortgagee, the mailing address of the mortgagee, e-mail address, telephone number and name of the property manager and said person's address, e-mail address, and telephone number.
- (q) At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of Two Hundred Dollars (\$200.00) for each Residential property, and Three Hundred Fifty Dollars (\$350) for each Commercial Property. Subsequent non-refundable semi-annual renewal registrations of properties shall be the same as initial fees and fees are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to defaulted properties, (3) City neighborhood revitalization initiatives, and (4) for any related purposes as may be adopted in policy by the City Council. None of the funds provided for in this section shall be utilized for the legal defense of foreclosure actions.
- (r) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the Registrable Property.
- (s) If the mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the foreclosed property.
- (t) If the foreclosing or foreclosed property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this

section, a late fee equivalent to ten percent (10%) of the semi-annual registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

- (u) This section shall also apply to properties that have been the subject of a foreclosure sale where an order has been entered transferring title to the mortgagee as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (v) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property. A Certificate of Occupancy will be required before occupancy will be granted by the City and payment in full of all fees imposed pursuant to this chapter are required, prior to any removal of the vacant property from the registry and occupancy of a vacant building.
- (w) Failure of the mortgagee and/or property owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.
- (x) If any property is in violation of this Chapter, the City may take any legal or equitable action to ensure compliance with and to bring or keep the property in compliance with this Chapter. The mortgagee shall be liable for the costs of such obligation and actions and may result in a lien upon the property.

6. INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS VACANT BUT NOT SUBJECT TO A MORTGAGE IN FORECLOSURE

- (j) Any owner of property determined to be a Registerable Property or properties with evidence of derelict vacancy as defined herein, and located within the City, shall within thirty (30) days after the property is determined to be a Registerable Property or a property with evidence of derelict vacancy shall register the property with the City Registry.
- (k) Initial registration pursuant to this section shall contain at a minimum the name of the owner, the mailing address of the owner, e-mail address, and telephone number of the owner, and if applicable, the name and telephone number of the property manager and said person's address, e-mail address, and telephone number.
- (l) At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of Two Hundred Dollars (\$200.00) for each Residential property, and Three Hundred Fifty Dollars (\$350) for each Commercial Property. Subsequent non-refundable semi-annual renewal registrations of properties shall be the same as initial fees, and fees are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to vacant properties, (3) City neighborhood

revitalization initiatives, and (4) for any related purposes as may be adopted in policy by the City Council.

- (m) If the property is sold or transferred, the new owner is subject to all the terms of this Chapter. Within fifteen (15) days of the transfer, the new owner shall register the Registerable Property or update the existing registration. The previous owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that owner's involvement with the vacant property.
- (n) If the Registerable vacant property is not registered, or either the registration fee or the semi-annual registration fee is not paid within thirty (30) days of when the registration or semi-annual registration is required pursuant to this section, a late fee shall be assessed equivalent to ten percent (10%) of the semi-annual registration fee and shall be charged for every thirty (30) day-period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and renewal registrations required by subsequent owners of the Registerable vacant property.
- (o) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains a Registerable Property or has evidence of derelict vacancy as defined herein.
- (p) Failure of the owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.
- (q) If any property is in violation of this Chapter, the City may take any legal or equitable action to ensure compliance with and to bring or keep the property in compliance with this Chapter. The owner shall be liable for the costs of such obligation, failure to comply and may result in a lien placed upon the property.
- (r) Properties actively registered as a result of this section are not required to be registered again pursuant to the foreclosure mortgage property section.

7. MAINTENANCE REQUIREMENTS

- (j) Properties subject to this Chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by Federal, State or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (k) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

- (l) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the current applicable codes at all times.
- (m) Registrable Property yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include gravel, broken concrete, asphalt or similar material.
- (n) Maintenance shall include, but not be limited to cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (o) Pools, spas, and hot tubs shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s) of the City.
- (p) Within ten (10) days of registering the property, the owner and/or responsible parties shall complete the removal of all:
 - i. Combustible materials from the structure in compliance with the City's Fire Prevention ordinances.
- (q) Failure of the mortgagee, owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the City. Pursuant to a finding and determination by a court of competent jurisdiction, the City may take the necessary action to ensure compliance with this section.
- (r) In addition to the above, the property is required to be maintained in accordance with the applicable adopted codes of the City.

8. SECURITY REQUIREMENTS

- (h) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (i) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child or animal to access the interior of the property or structure must be repaired. Broken windows or doors shall be permanently repaired or secured temporarily utilizing pressure-treated or exterior grade painted wood. The securing of property by use of wood is only a temporary solution to prevent unauthorized entry into a property.
- (j) If a property is Registrable, or has evidence of derelict vacancy or blight, a property manager shall be designated by the mortgagee and/or owner to perform the work necessary to bring and keep the property in compliance with the applicable code(s), and the property

manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.

- (k) In addition to the above, the property is required to be secured in accordance with the applicable adopted codes of the City.
- (l) When a property subject to this Chapter becomes vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the property manager. The property manager shall be available to be contacted by the City, Monday through Friday between 9:00 a.m. and 5:00 p.m., federal legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall contain minimally, the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS. _____.
THE PROPERTY MANAGER CAN BE CONTACTED _____.
BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

- (m) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (n) Failure of the mortgagee and/or property owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section and recover costs and expenses in support thereof.

9. PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the City from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

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Mortgagees and owners may request reconsideration of the designation of the property as registrable property. The request must be in writing and must be submitted to the Economic & Community Development Director or their designee within seven (7) days of the date of the mailing of the notice of designation. The request shall contain a complete statement of the reasons the mortgagee or owner disputes the designation and shall set forth specific facts in support of the

request. The Economic &Community Development Director, or designee shall send notice of their decision within seven (7) days of receipt of the request. The filing of a request for reconsideration stays the time required for registration until the Director or designee sends the notice of decision.

11. VOLUNTARY REGISTRATION OF DORMANT PROPERTY

Any owner/responsible party may voluntarily register their residential property within this registry for an extended period and for the duration of the period of time that the property remains dormant. The registration shall state and would be for the purpose of informing the City, who the local responsible agent is that the City should contact in lieu of the Owner/Responsible party, should the City become aware of a problem at the premises and shall state the anticipated duration of absence. No fee shall be assessed for this registration, so long as the property is not otherwise required to be registered under this Ordinance.

12. ADDITIONAL AUTHORITY

- (f) The registration of a property shall not preclude action by the City to take any other action against the property pursuant to other provisions of the City Code, or applicable local, state or federal laws.
- (g) Nothing herein contained shall prohibit the City from immediately condemning a property or taking other immediate action upon a determination that the property is a public nuisance or poses an immediate danger to the public, health, safety or welfare as provided for in the City Code or applicable local, state and federal laws.
- (h) The City shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures as may be reasonably required to help prevent further decline of the property.
- (i) The City may contract with an entity to implement this Chapter, and, if so, any reference to the enforcement officer herein shall include the entity the City contract with for that purpose.
- (j) In order to cause the purpose, intent, and provisions of this Chapter and the Code adopted thereby to be carried out and administered, and to facilitate the same, the City Manager be, and he is hereby authorized to cause directives, interpretations and rules not in conflict with said provisions, to be promulgated and enforced.

13. SEVERABILITY

It is hereby declared to be the intention of the City that if the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

14. PENALTIES

Any person, firm or corporation who shall violate any of the provisions hereof, shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred (\$500.00) for each offense, and every day on which a violation occurs or continues shall be considered a separate offense. The City may seek remedies which include corrective action, prohibitions or revocations as a part of its relief.

IL Municipalities with VPROs Adopted**Ordinance Enacted Date**

Alsip	9/21/2009 0:00
Aurora	2/9/2016 0:00
Beardstown	5/22/2012 0:00
Bellwood	7/19/2002 0:00
Berkeley	1/20/2009 0:00
Berwyn	8/10/2010 0:00
Bloomington	8/10/2020 0:00
Blue Island	8/23/2011 0:00
Broadview, IL	5/3/2010 0:00
Burlington	9/19/2011 0:00
Campton Hills	4/21/2011 0:00
Centralia	6/25/2012 0:00
Champaign, IL	8/30/2020 0:00
Chicago	7/20/2016 0:00
Cook	12/14/2011 0:00
Cortland	6/28/2010 0:00
Crestwood	3/5/2015 0:00
Danville	1/1/2009 0:00
Delavan	9/27/2023 0:00
East Dundee	5/5/2008 0:00
East Peoria	3/1/2019 0:00
Edwardsville	12/16/2014 0:00
Elgin	10/14/2008 0:00
Elmwood Park	8/20/2012 0:00
Evanston, IL	1/23/2004 0:00
Farmer City	6/6/2022 0:00
Forest Park	6/22/2009 0:00
Freeport	9/2/2014 0:00
Gilberts, IL	9/2/2008 0:00
Glenview	5/19/2009 0:00
Golf	5/10/2010 0:00
Granite City	2/15/2011 0:00
Herscher	10/3/2011 0:00
Hillsboro	
Hillside	5/18/2009 0:00
Hinsdale	10/7/2008 0:00
Jacksonville	8/27/2007 0:00
Joliet	3/21/2017 0:00
Justice	10/2/2019 0:00
Kane	7/1/2010 0:00
Kankakee	2/17/2009 0:00
La Salle	10/4/2010 0:00
Lake Forest	12/1/2008 0:00
LaSalle	5/1/2014 0:00
Macomb	12/5/2022 0:00
Melrose Park	1/12/2009 0:00
Moline	11/19/2019 0:00
Morton Grove	6/22/2020 0:00
Mount Prospect	1/17/2006 0:00

New Lenox	6/10/2019 0:00
Normal	11/28/2005 0:00
North Utica (Utica)	11/8/2017 0:00
Northlake	12/19/2011 0:00
Oak Forest	7/22/2008 0:00
Oak Lawn	12/14/2011 0:00
Oak Park	11/2/2015 0:00
Palos Heights	11/1/2016 0:00
Park Forest	6/22/2009 0:00
Peoria Heights	12/31/2018 0:00
Peru	7/13/2011 0:00
Rantoul	3/14/2017 0:00
Red Bud	11/3/2008 0:00
Riverdale	7/29/2015 0:00
Riverwoods	2/4/2014 0:00
Round Lake Park	9/5/2017 0:00
Sesser	12/8/2016 0:00
South Chicago Heights	4/19/2010 0:00
South Elgin	7/7/2008 0:00
Springfield	12/19/2006 0:00
Streamwood, IL	8/13/2015 0:00
Streator	11/19/2014 0:00
Town of Cicero	10/14/2008 0:00
University Park	4/13/2016 0:00
Urbana	2/12/2007 0:00
Utica	1/9/2019 0:00
Villa Park	3/9/2020 0:00
Village of Lindenhurst	5/29/2012 0:00
Village of Bartlett	6/16/2020 0:00
Village of Bellevue	7/13/2017 0:00
Village of Franklin Park	9/8/2009 0:00
Village of Glendale Heights	4/16/2020 0:00
Village of Lansing	9/21/2010 0:00
Village of Lemont	8/23/2010 0:00
Village of Lyons	10/21/2008 0:00
Village of Mokena	4/24/2012 0:00
Village of North Barrington	3/23/2011 0:00
Village of North Riverside	8/11/2015 0:00
Village of Northbrook	8/28/2007 0:00
Village of Schaumburg	3/10/2015 0:00
Virginia	5/5/2014 0:00
Volo	2/23/2011 0:00
Warrenville	1/16/2012 0:00
Willow Springs	1/26/2012 0:00
Winfield	8/20/2019 0:00
Winnebago	6/2/2014 0:00
Zion	8/6/2013 0:00

City Clerk

DATE: 2/5/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing a Professional Service Agreement with Hera Property Registry, LLC.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Hera Contract	Backup Material
Hera Backup Materials	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH
HERA PROPERTY REGISTRY, LLC.**

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

WHEREAS, the City desires to effectively administer the new At-Risk Property Registration program; and,

WHEREAS, the City finds that the agreement with Hera Property Registry, LLC, attached as Exhibit A, provides the desired outcomes for this project.

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

Section 1. That the agreement for professional services with Hera Property Registry, LLC, as attached, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk of the City of Decatur be, and they are hereby, authorized and directed to execute, seal, and attest an Agreement between the City of Decatur, Illinois, and Hera Property Registry, LLC, for the services of supporting City staff in administering the At-Risk Property Ordinance, as specified in the attached agreement.

PRESENTED AND ADOPTED this 5th day of February 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 5th day of February, 2024 by and between **HERA PROPERTY REGISTRY, LLC**, a Florida Limited Liability Company with an address at 1900 S. Harbor City Blvd., Ste 211, Melbourne, FL 32901 (“HERA”) and the **CITY OF DECATUR**, with an address at 1 Gary K. Anderson Plaza, Decatur, IL 62523 (“Decatur”).

WITNESSETH:

I. SCOPE OF REPRESENTATION

1. Decatur is retaining HERA to represent Decatur in providing property registration services for Decatur’s foreclosure and vacant property registration ordinance, to be enacted, Registration “At Risk” Properties (the “Ordinance”).

2. As is further set forth herein, Decatur hereby authorizes HERA to represent Decatur’s interests in providing a property registration service pursuant to the Ordinance.

II. DUTIES OF HERA

Ordinance Registration Services

1. HERA shall provide an online foreclosure and vacant property registration service for Decatur pursuant to the Ordinance.

2. HERA shall monitor mortgage defaults and other property registration triggers under the Ordinance and shall send notice to the mortgagee or other responsible party of a duty to register the property.

3. Collections made by HERA will be deposited immediately into a separate trust account maintained in a federally insured bank.

4. All registration fees collected by HERA shall be remitted to Decatur, less HERA’s collection costs, by the Fifteenth (15th) day of each month, for all monies collected for the previous

monthly period, net of expenses and costs which will be calculated in accordance with the terms of this Agreement.

III. PAYMENT FOR HERA'S SERVICES.

1. In consideration of the cost of registration services rendered by HERA, Decatur hereby agrees to pay HERA one hundred ten dollars (\$110.00) of the total registration fee for each property registration fee collected by HERA. Should there be a fee required for public/official record data acquisition integral to the performance of the duties required under this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the county.

2. If Decatur's Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining 33% of the fee and remit the balance to Decatur pursuant to the monthly remittance schedule.

3. When HERA collects registration fees, HERA shall remit the collected registration fees to Decatur in accordance with this Agreement. HERA agrees to include a monthly noncompliance report with each remittance.

IV. INSURANCE

HERA shall maintain insurance coverage as required by Decatur, and at a minimum general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

V. INDEMNIFICATION: DEFENSE: COOPERATION

In addition to, and not in limitation of the insurance requirements, HERA agrees:

1. HERA shall indemnify, defend, and hold harmless Decatur, its officers, employees, elected officials, and agents (the “Indemnified Parties”) from and against any and all liabilities arising directly out of or in connection with malpractice or negligent acts under this Agreement by HERA or any of its agents, provided, however, that the HERA shall not be responsible for that portion, if any, of a loss that is caused by the negligence of Decatur. Decatur shall indemnify, defend, and hold harmless HERA, its officers, employees, elected officials, and agents from any and all acts performed by HERA if done at the direction of Decatur or in connection with the administration of this Agreement. HERA shall not be responsible for that portion, if any, of a loss that is caused by any challenge to the Ordinance in a competent court of jurisdiction or any action which Decatur directs HERA to perform.

2. HERA shall, upon Decatur’s demand and at Decatur’s direction, promptly and diligently defend, at HERA’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties caused by malpractice or negligent acts for which HERA is responsible under this Section and, further to HERA’s indemnification obligations, HERA shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

3. In all instances where Decatur will indemnify HERA for a loss caused by the negligence of Decatur or a loss caused by any challenge to the Ordinance, Decatur shall pay the cost of their own defense and may select counsel of their own choosing, so long as a conflict does not exist.

4. HERA shall, and shall cause its agents to, cooperate with Decatur and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of HERA in connection with this Agreement.

5. The provisions of this Section shall survive the termination of this Agreement.

VI. SUPPORT AND MAINTENANCE

HERA shall provide all support and maintenance required in connection with the Services, including but not limited to:

1. Training and support for Decatur staff and responsible parties;
2. Collection and remittance of registration fees and any late fees or penalties; and
3. Remittance of monthly noncompliance reports in a format agreed to and acceptable to both parties will be emailed to the designated Decatur staff person with each monthly remittance report.

VII. OWNERSHIP AND USE OF DOCUMENTS

All documents, records, applications, files and other materials produced by HERA in connection with the services rendered pursuant to this Agreement shall be the property of Decatur, and shall be provided to Decatur upon request. HERA shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Hera Property Registry, LLC's endeavors. In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by HERA whether finished or unfinished shall become the property of Decatur, and shall be delivered by HERA to the appropriate person within seven (7) days of termination of this Agreement by either party. Any compensation due to HERA shall be withheld until all documents are received as provided herein.

VIII. COMMUNITY DATA

On a date agreed upon by the Parties Decatur will provide HERA a digital file in a format agreeable to the Parties containing all of the information of all Properties believed to be Registerable by Decatur. All registrations and fees received by Decatur during the period from

the data delivery date to the Effective Date of this Agreement will be submitted to HERA and considered registrations by HERA under the terms of this Agreement. If Decatur is unable to provide the agreed upon digital file, then Decatur will provide HERA all property registration information, including but not limited to registration forms, for manual entry into HERA's database. If manual entry of this information is required, Decatur agrees to compensate HERA \$5.00 per property.

IX. SURVIVAL

The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

X. AUDIT AND RECORDS

HERA shall maintain records pertaining to this Agreement for a period of seven years from final payment. Such records shall be subject to audit by Decatur on reasonable advanced, written notice. The audit shall be conducted at the premises of Decatur on business days only and during normal working hours.

XI. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the principles of conflicts of laws.

XII. EXPENSES

During the term of this Agreement, HERA shall be responsible for all expenses and costs associated with the service.

XIII. TERMINATION

HERA and Decatur each expressly reserve the right to withdraw from this Agreement at any time upon 60 days written notification to the other party, subject to any applicable ethical

rules. HERA shall cooperate fully with Decatur and replacement third-party administrator, if any, to return all files, information, as more fully set forth herein, which obligation shall survive termination of this Agreement. Upon termination, HERA shall cease all work performed under this Agreement and forward to Decatur any registration fees owed to Decatur.

XIV. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that HERA is an independent contractor under this Agreement and not Decatur' employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between Decatur and HERA and Decatur shall not be liable for any obligation incurred by HERA, including but not limited to unpaid minimum wages and/or overtime premiums.

XV. EQUAL OPPORTUNITY ACT

In the performance of this Agreement, HERA shall not discriminate against any firm, employee, or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, or national origin.

XVI. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY

1. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the

application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

XVII. SECTION AND OTHER HEADINGS

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**XIX. DECATUR'S SIGNATURE HEREON SHALL CONSTITUTE HERA'S
AUTHORITY TO PROCEED WITH THIS REPRESENTATION**

Decatur hereby acknowledges that all of the terms of this Agreement have been fully explained to Decatur, and that Decatur fully understands all of the provisions herein.

DATED THIS ____ day of _____, 2024.

CITY OF DECATUR, ILLINOIS

By: _____
Name: Scot Wrighton
Title: City Manager

DATED THIS ____ day of _____, 2024.

HERA PROPERTY REGISTRY, LLC

By: _____
Name: Clifford J. Johnson
Title: CEO

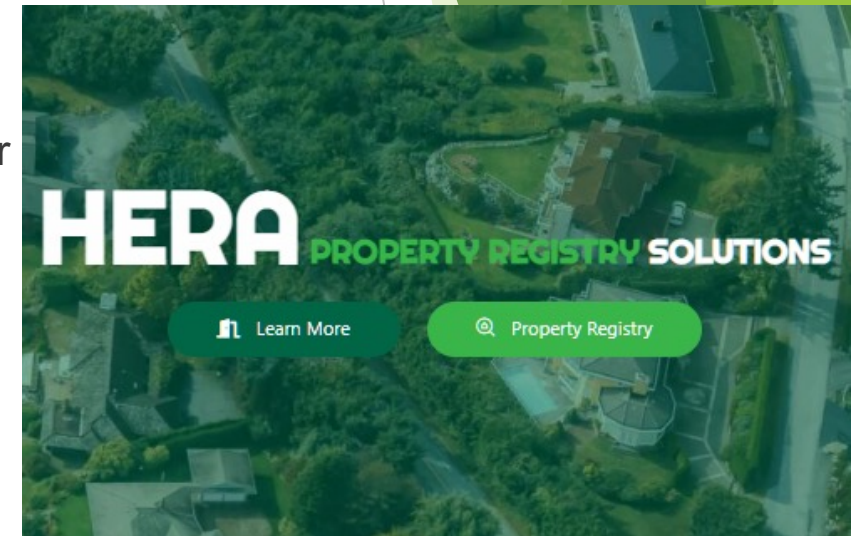
Hera Property Registry, LLC

Property Registration Services

- ❖ **Hera** establishes and maintains an online property registration database
- ❖ **Hera** proactively monitors foreclosure filings and other registration triggers through multiple data sources
- ❖ **Hera** identifies and notifies responsible parties of their obligation to register
- ❖ **Hera** collects all registration data and maintains detailed listings of all registrable properties
- ❖ **Hera** provides staff training and easy access to complete information for properties in the registry
- ❖ **Hera** collects property registration fees on behalf of the local government and remits fees to them
- ❖ **Hera** provides monthly and on-demand data and financial reporting

These services are provided at no upfront cost to the local government!

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HERAREGISTRY.COM

HELPING BUILD VIBRANT NEIGHBORHOODS

Benefits of Hera Property Registry Property Registration Services



These services are performed with no upfront cost - costs are recovered through a fee-sharing agreement



- ❖ Provides access to attorneys who can review and assess current property registration ordinances and programs
- ❖ Reduces the burden on staff to monitor and enforce a property registration program
- ❖ Provides a searchable online database of registrable properties so staff can monitor properties with fast access to the right contact when problems occur
- ❖ Delivers data collection, information storage, reporting, and collection and remittance of registration fees and fines





Why Choose Hera Property Registry?

Hera Property Registry, LLC is a registration platform used by municipalities and government agencies across the nation to combat problems caused by vacant and foreclosed properties. Led by the nation's most experienced legal team in property registration and enforcement, Hera has helped municipalities across the Southeast, Northeast, and Midwest collect millions in fees and fines, raising compliance and building vibrant neighborhoods in the process. Hera provides a team of professionals that identifies at risk properties, contacts responsible parties to register, and carries out enforcement to increase compliance. Hera effectively reduces cost and increases revenue all while combatting blight in your community. All of our services are provided with no upfront costs to the community.

Hera is powered by  **DECKARD** TECHNOLOGIES provider of  **rentalscape**, their short-term rental registration program. Hera, through Deckard Technologies, provides access to a patented proprietary platform as Deckard's system has achieved remarkable advancement and uniqueness, leading to its successful patenting under the title "Detecting and Validating Real Estate Transfer Events Through Data Mining, Natural Language Processing, and Machine Learning," with the reference US Patent No. 20190333175-A1.



HERAREGISTRY.COM

HELPING BUILD VIBRANT NEIGHBORHOODS

1900 S. Harbor City Blvd. Suite 211
Melbourne, FL 32901
(321) 234-5303
heraregistry.com
vpro@heraregistry.com

Hera Property Registry, LLC Client List

City of Santa Ana	CA	Chicago Ridge Village	IL	Atlantic City	NJ
Town of Elsmere	DE	City of Burbank	IL	Atlantic County	NJ
Cape Canaveral	FL	City of Delavan	IL	Berkeley Township	NJ
Citrus County	FL	City of East Peoria	IL	Borough of Bellmawr	NJ
City of Apopka	FL	City of East St Louis	IL	Borough of Berlin	NJ
City of Boynton Beach	FL	City of Farmer City	IL	Borough of Buena	NJ
City of Deltona	FL	City of Macomb	IL	Borough of Folsom	NJ
City of Fort Myers	FL	City of Moline	IL	Borough of Haddon Heights	NJ
City of Greenacres	FL	City of Prospect Heights	IL	Borough of Lawnside	NJ
City of Hialeah	FL	City of Quincy	IL	Borough of Paramus	NJ
City of High Springs	FL	City of Rockford	IL	Borough of Pine Hill	NJ
City of Holy Hill	FL	City of Waukegan	IL	Borough of Runnemede	NJ
City of Jacksonville	FL	City of West Peoria	IL	City of Absecon	NJ
City of Miami	FL	Village of Bolingbrook	IL	City of Brigantine	NJ
City of Newberry	FL	Village of Dolton	IL	City of Estell Manor	NJ
City of North Miami	FL	Village of Evergreen PK	IL	City of Linwood	NJ
City of Sanford	FL	Village of Hanover Park	IL	City of Northfield	NJ
City of St. Augustine	FL	Village of Flossmoor	IL	City of Plainfield	NJ
City of West Palm Bea	FL	Village of Hanna City	IL	City of Port Republic	NJ
Clay County	FL	Village of Harwood Heights	IL	City of Somers Point	NJ
St. Johns County	FL	Village of Homer Glen	IL	Eastampton Township	NJ
Town of Cutler Bay	FL	Village of Homewood	IL	Egg Harbor City	NJ
Town of Miami Lakes	FL	Village of Lynwood	IL	Passaic County	NJ
Town of Ocean Ridge	FL	Village of Maywood	IL	Town of Hammonton	NJ
Village of Islamorada	FL	Village of Minooka	IL	Town of West New York	NJ
Village of Palm Springs	FL	Village of Niles	IL	Township of Buena Vista	NJ
Village of Virginia Gardens	FL	Village of Orland Hills	IL	Township of Deptford	NJ
Bradford County	FL	Village of Phoenix	IL	Township of Egg Harbor	NJ
Palm Beach County	FL	Village of River Grove	IL	Township of Galloway	NJ
Seminole County	FL	Village of Robbins	IL	Township of Hamilton	NJ
City of Flint	MI	Village of Sauk Village	IL	Township of Monroe	NJ
		Village of Schiller Park	IL	Township of Mullica	NJ
		Village of Steger	IL	Township of Wayne	NJ
		Village of Tinley Park	IL	Ventnor City	NJ
		Village of University PK	IL	Voorhees Twp	NJ
				Hardyston Township	NJ



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HELPING BUILD VIBRANT NEIGHBORHOODS

1900 S. Harbor City Blvd. Suite 211
Melbourne, FL 32901
(321) 234-5303
heraregistry.com
vpro@heraregistry.com

Village of Babylon NY
Village of Hempstead NY
Village of Lindenhurst NY
Town of Babylon NY
Town of Clarkson NY
Town of Greece NY
Town of Islip NY
Town of Kent NY
Town of Oyster Bay NY
Town of Salina NY

Lower Paxton Township PA
Susquehanna Township PA

City of Forest Park OH

Bethel Park municipality PA
Bethlehem Township PA
Borough of Baldwin PA
Borough of Castle Shannon PA
Borough of Homestead PA
Borough of East Lansdowne PA
Borough of Lansdowne PA
Borough of Marcus Hook PA
Borough of Penbrook PA
Borough of Pottstown PA
Borough of Swissvale PA
Borough of West Mifflin PA
Borough of W. Newton PA
Borough of Walnutport PA
Borough of White Oak PA
Borough of Yeadon PA
City of Bethlehem PA
City of Chester PA
City of Easton PA
City of Erie PA
City of McKeesport PA
City of Pittston PA
City of Scranton PA
City of Wilkes Barre PA
City of York PA
Municipality of Penn Hills PA
Palmer Township PA
Swatara Township PA
Township of Derry PA
Township of Elizabeth PA
Township of Forks PA
Twp. of Walnutport PA

City Clerk

DATE: 1/31/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl Patrick, Director of Economic & Community Development
Richelle Dunbar, Assistant Director of Economic & Community Development

SUBJECT: Resolution Authorizing Subrecipient Agreement Between the Decatur Park District and the City of Decatur for Garfield Park Improvements Community Development Block Grant-COVID (CDBG-CV)

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
CDBG-CV Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material
Backup Material	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM

No. 24-03

DATE: February 5, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Richelle L. Dunbar, Assistant Director

SUBJECT: Resolution Authorizing Subrecipient Agreement between the Decatur Park District and the City of Decatur for Garfield Park Improvements Community Development Block Grant-COVID (CDBG-CV)

RECOMMENDATION: Staff recommend entering into a two-year subrecipient agreement with the Decatur Park District to partially fund updates to Garfield Park.

BACKGROUND: The Coronavirus Aid, Relief and Economic Security (CARES) Act provided funding to enable our community to prevent, prepare for, and respond to the direct and indirect effects of the COVID-19 pandemic and to mitigate future risks. The City of Decatur received an additional 1.1 million dollars in CDBG-CV funding.

Previously, the City Council elected to spend these one-time revenues on grants to DOVE, the Wee Folks project, the OKO Community Center land re-purposing project, and this Garfield Park project. DOVE determined they cannot distribute their funds to eligible recipients; the council has already approved an agreement with OKO Community Centers and council action on the Wee Folks project has been delayed. The Garfield Park project agreement is now ready for council approval. City participation in a park project is not normal, but council gave its preliminary approval because the city’s portion is only 21% of the total project cost, and the city will be receiving about one-third of the park property for other uses. This is also part of a larger neighborhood catalyst project that includes adjoining school and Decatur Housing Authority (DHA) land.

In partnership with the Decatur Park District, \$250,000 will be used as a matching grant to reconfigure the existing park into a more user friendly and updated park that the community will utilize and be an integral part of the much larger Garfield catalyst project (redeveloping property from VanDyke to Oakland, south of Grand).

POTENTIAL OBJECTIONS: Staff are not aware of objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Should the City Council have any questions, contact Richelle L. Dunbar, at 424-2864 or e-mail rdunbar@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING
SUBRECIPIENT AGREEMENT BETWEEN
DECATUR PARK DISTRICT AND THE CITY OF DECATUR FOR
GARFIELD PARK IMPROVEMENTS
COMMUNITY DEVELOPMENT BLOCK GRANT-COVID (CDBG-CV)**

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

Section 1. That the Community Development Block Grant (CDBG) Subrecipient Agreement between the City of Decatur, Illinois, and Decatur Park District for COVID-CV relief related activities be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED and ADOPTED on the 5th day of February 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**COMMUNITY DEVELOPMENT BLOCK GRANT- CORONAVIRUS (CDBG-CV)
AGREEMENT BETWEEN
CITY OF DECATUR AND THE DECATUR PARK DISTRICT**

THIS AGREEMENT was made and entered into by and between the City of Decatur, an Illinois municipal corporation ("City"), and the Decatur Park District, an Illinois unit of local government ("District"), on the _____ day of _____, 2024. The parties mutually desire to enter into this Agreement and further stipulate and agree as follows:

WHEREAS the 1970 Illinois Constitution, Art. VII, Section 10 and 5 ILCS 220/3 provide authority for intergovernmental co-operation; and,

WHEREAS City and the District are both public agencies as defined under the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may exercise, combine, transfer, and enjoy jointly any powers, privileges, functions, or authority; and,

WHEREAS the District wishes to assist the City's neighborhood rehabilitation, renovation, and revitalization goals in the near west side of the City; and,

WHEREAS the District is willing to alter the boundaries, configuration, and equipment in Garfield Park in a manner that advances a larger neighborhood catalyst project hereto and incorporated by reference as Exhibit A (hereinafter referred to as "Project"); and,

WHEREAS the Project will address two of the three national objectives for CDBG: benefiting low-moderate-income persons and preventing or eliminating slum and blight; and,

WHEREAS the CARES Act "(CDBG-CV)" was created to prevent, prepare, and respond to the coronavirus; and,

WHEREAS the District will reconfigure the park with equipment, play areas, and nature scape, to provide suitable outdoor fitness and social space where insufficient facilities are available to support social distancing guidance; and,

WHEREAS residents are presumed to be Low-Moderate Income because of the nature and location of the Project which will benefit primarily LMI households; and,

WHEREAS the defined service area is primarily residential in nature with at least 51% of the residents being low moderate income.

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

1. The City agrees to reimburse the District in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) for expenses incurred for the Project and as set forth in the project estimate (attached hereto and marked Exhibit B), specifically for:
 - a. the purchase and installation of new park equipment and park amenities
 - b. the purchase and installation of an additional pavilion.
 - c. the construction of a parking lot substantially in conformance with the plan as set forth and incorporated by reference or as otherwise agreed to by the Parties in writing.
2. The City cannot disperse any grant funds until the Environmental Review is complete, and this Agreement has been executed by both parties (24 CFR Sect. 570.503 (a)). The Environmental Review shall be completed by the City and shall be executed in a timely manner.
3. The District understands this Agreement is for CDBG-CV funding. No disbursement will be made by the City unless all required reporting (including financial, and narrative reports, and source documents for CDBG-CV funded expenditures) have been submitted and approved by the City. Payment may be withheld pending receipt and approval of all required documentation.
4. The District agrees to complete the Project no later than September 1, 2026.
5. The City agrees to reimburse the District on a construction progress reimbursement basis upon providing proof of payment for items related to the project.
6. The District shall be responsible for expending funds in a manner satisfactory to the City and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds.
7. The District agrees to expend the total amount of CDBG-CV funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement in Exhibit B.
 - a. Within thirty (30) days after the closing date of this Agreement, the District shall submit to the City expenditure reports and documentation of all expenses or encumbrances during the period covered by this Agreement. The City will then compare these expenditures with the amount of disbursements issued to the District by the City. Disbursement of any final payment, if any, under the Agreement shall not be made until such a comparison has been completed to the city's satisfaction.

- b. Funds paid to the District more than the amount to which the District is finally determined to be entitled constitute a debt to the City. If not paid as stipulated in the preceding paragraphs, the City may take other action permitted by law. A final adjustment will be made to reconcile with the completed audit or Final Grant Report of CDBG-CV expenditures within thirty (30) days of the submission of audit to the City.
 - c. Subsequent grant payments or awards will be withheld until the audit or grant report is completed for the current year. The Director of Economic & Community Development and/or Asst. Director can release funds if an audit or grant report is not reconciled.
- 8. The District agrees to comply with all applicable Federal, State, and local statutes, ordinances and codes obtain all required permits and to submit detailed construction plans to the City.
- 9. The District additionally agrees to comply with any changes issued to the CDBG-CV Project by HUD. The District understands that changes issued to the CDBG-CV Project by HUD may materially alter the terms of this Agreement. The City will distribute any amendments to the CDBG-CV projects within thirty (30) days and District must acknowledge the receipt.
- 10. The District acknowledges and affirms that it has the organizational capacity to adhere to collection and reporting requirements, regarding performance measures, as required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (“Omni Circular”) Subpart D, Sections 200.300-200.303. Such performance measures shall be decided upon by the District and the City’s Director of the Economic & Community Development Department and /or Asst. Director, based on the requirements outlined by HUD for the category of eligible activities that the District’s Project engages in. These categories have been described within HUD’s “Community Development Block Grant Program: Guide to National Objectives & Eligible Activities for Entitlement Communities,” and the Guide shall be incorporated hereto by reference and will be provided to the District. Organizational capacity shall be demonstrated by various methods, including but not limited to:
 - a. Use of OMB-approved standard information collections when providing financial and performance information.
 - b. Financial data is provided for performance accomplishments of the Grant award.
 - c. Cost information shall be distributed to demonstrate cost effective practices.

- d. District shall provide the City with the same information required by the Federal awarding agency under sections 200.301 and 200.210; and
- 11. The District agrees that certain direct project costs are ineligible for CDBG-CV funds. Recording requirements prescribed by Congress, HUD, or the City may require these costs to be listed within the budget, but these costs will not be paid for using CDBG-CV funds.
- 12. The District shall provide the City, HUD, the Inspector General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the District which pertain to the CDBG-CV funded project for monitoring, making audits, examinations, excerpts, transcripts, and photocopying.
- 13. Monthly reports shall be provided by the District on the 10th of each month. The information included should contain progress of the Project, time schedule, costs expended and anticipated expenses. In addition, the District shall be required to maintain all required records for a minimum of five (5) years after the District's final audit and project close out by the City. The District shall establish and maintain a project file that contains the following sections:
 - a. General project correspondence and related items.
 - b. Financial source documentation and associated transactional documentation.
 - c. Procurement procedures and associated documents.
 - d. Compliance with applicable State and Federal regulations.
 - e. Project reports.
 - f. Acquisition and disposition of property.
- 14. The District shall, at a minimum, maintain the following records for grants received under separate agreement from the City; Cash receipts for recording of funds received in connection with the grant project. Cash Disbursements Register: For recording disbursement of funds from the Agency's CDBG-CV account(s).
- 15. All disbursements must be supported by appropriate documentation (e.g.: payroll records, invoices, contracts, etc.) demonstrating the nature and use of each payment and showing approval of the Project director or other authorized official. In addition, the District agrees to provide the City such financial reports and additional source

documentation as the City may reasonably require and to comply with such reasonable additional financial control procedures as may be required to be retained in files maintained by the District.

16. Certified Payrolls will be required to satisfy the Davis Bacon requirements for contractual work performed for equipment and labor costs.
17. CDBG-CV grant funds shall not be used to pay planning and Project administrative costs allocable to another grant under the CDBG annual formula project.
18. A record shall be maintained for each item of equipment acquired for the Project. Equipment is defined as tangible personal property (including information technology systems) which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$500.00. The records shall include: (1) a description (including model and serial number) of the property; (2) the date of acquisition; and (3) the acquisition cost (showing the percentage of the total costs paid out of this Grant.) Such equipment records are necessary for HUD recording requirements.
19. A record shall be maintained for supplies purchased for the Project. Supplies include all tangible personal property other than equipment. Records for supplies shall be maintained for supplies which are acquired for the Project, for a cost equal to or exceeding \$200.00. The District shall also provide records showing a cost comparison for supplies purchased. Cost comparison records shall be made in compliance with HUD regulations, compliance methods shall be approved by the City's Asst. Director of ECD.
20. A record shall be kept of all indirect costs, per HUD requirements. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. However, the District acknowledges that indirect costs shall not be covered by funds provided by the City.
21. The District agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any project or activity for which the District receives financial assistance from or through the City.
22. The District agrees to comply with: Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title VII of the Civil Rights Act of 1968 (P.L. 90-284); Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as

amended, the Age Discrimination Act of 1975, as amended; Executive Order 11246, as amended and Executive Order 11063 as amended.

23. The District agrees to include a statement of its non-discrimination policy in any printed or electronic information released to the public regarding project activities.
24. The District understands and agrees that if it materially fails to comply with any or all provisions of this Agreement, the City may in its sole discretion suspend or terminate this Agreement. Material non-compliance includes, but is not limited to, the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time.
 - b. Failure, for any reason, of the District to fulfill in a timely and proper manner its obligations under this Agreement.
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission of reports by the District to the City which are late, or incorrect or incomplete in any material respect.

As a result of material non-compliance, the City may take one or more of the following actions:

- a. Temporarily withhold cash payments pending correction of the deficiency by the District. More severe enforcement action may be undertaken by the City if the deficiency is not corrected.
 - b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partially suspend or terminate the current award for the District Project.
 - d. Withhold further awards for the Project; or take other remedies that may be legally available including, but not limited to, seeking compensatory and/or liquidated damages for breach of this Agreement, or injunctive or equitable relief in any court of competent jurisdiction.
25. Either the City or District may terminate the award of funds under this Agreement in whole or in part if determines that the goals indicated in the District proposal cannot be met. Termination is affected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of

termination; (3) the portion to be terminated, in the case of partial termination. In the case of partial termination, if the City in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire award.

26. The District shall provide to the City a copy of its policy on equal opportunity employment and a copy of its most current Affirmative Action Plan which Plan shall incorporate language as set forth and required in 41 CFR Part 60-1.4(b).
27. The District hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal Project involving such grant, contract, loan, insurance, or guarantee, the below equal opportunity clause. During the performance of this contract, the District/contractor agrees as follows:
 - a. The District/Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, sexual orientation gender identity, or nation origin. The District/contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisement for employees' place by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understand, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 2, 1965, and Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 and with Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and Executive Order 11375, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, with Executive Order 11375, or by rule, regulation, or order to the secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (iv) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 and Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States enter into such litigations to protect the interests of the United States.
 - i. The District further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the District so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- ii. The District further agrees that it will assist and cooperate actively with the City and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the City in the discharge of the City's primary responsibility for securing compliance.
 - iii. The application further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part of this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the Project with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
 - iv. The District will utilize Davis Bacon as required by the US Department of Labor. The Davis-Bacon Act requires that contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
 - h. Documentation shall include names, addresses and professional affiliations of the current members of the Board of Directors or policy-setting body.
28. The District shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.
29. Program income shall herein be defined as gross income received by the District directly derived or generated from the use of CDBG-CV funds. Program income includes, but is not limited to:
- a. Fees for services performed,

- b. Use or rental of real personal property acquired under federal awards,
 - c. The sale of commodities or items fabricated under a federal award,
 - d. License fees and royalties on patents and copyrights,
 - e. And principal and interest on loans made with Federal award money.
30. The District agrees that unless otherwise stated in this section, the District shall follow the program income requirements as outlined in § 200.307 of the Omni Circular.
31. The District understands and agrees that program income earned from the items purchased with CDBG-CV funding can be retained only if the amount is equal or below projected cash received by CDBG-CV funds, i.e. if pavilion rentals or sports clinic revenue exceed \$250,000 through 2026, those funds should be returned to the City of Decatur by the end of that calendar year.
32. The District acknowledges that interest earned on advances of Federal funds, rebates, credits, and discounts do not count as program income.
33. The District hereby assumes liability for and agrees to protect, hold harmless, and indemnify the CITY from its assigns, officers, directors, employees, agents, and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the CITY, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations, claims or charges of any of the following:
- a. The violation by the District of any of its covenants or agreements under the Agreement.
 - b. Any act or failure to act done in connection with the performance or operation of the Project.
 - c. Any act or failure to act of any officer, employee, agent, or servant of the District.
 - d. Any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Project.
34. The City agrees to notify the District in writing of any claim or liability which the City believes to be covered under this paragraph. The City shall tender, and District shall

promptly accept tender of, defense in connection with any claim or liability in respect of which indemnification under this paragraph; provided, however, that the counsel retained by District to defend the City shall be satisfactory to the City; and the City shall be kept fully informed of the status of the proceeding.

35. In the event that the District, within ten (10) days after receipt of notice from the City of a claim or liability which the City believes to be covered under this paragraph, fails to advise the City in writing that the District agrees that the City is entitled to indemnification under this paragraph based on the claim or liability, the City, without waiving or prejudicing any claim or right it may have to indemnification, under this paragraph (including the recovery of legal fees and expenses), may retain its own counsel and present its own defense in connection such claim or liability.
36. The City shall not settle or compromise any claim, suit, action, or proceeding in respect of which the District has agreed in writing that the City is entitled to indemnification under this paragraph shall survive the termination of the Agreement.
37. The District shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any CDBG cash advances. District shall comply with the bonding and insurance requirements of the Omni Circular 200.310 and 200.325, Insurance and Bonding requirements. Proof of insurance and bonding shall be provided to the City.
38. The District agrees to exclude the following persons from participation in any aspect of this agreement:
 - a. The District agrees not to allow any member of, or delegate to, the United States Congress any share or part of this Agreement or to allow any benefit to arise from the same.
 - b. The District agrees that no officer, employee, designee, agent, or consultant of the City or the District or member of the governing body of the City who exercises any functions or responsibilities with respect to the City's CDBG-CV Project during his/her tenure or for one (1) year thereafter, will have any direct or indirect interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connections with the Project assisted under this Agreement. The District shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest in conformance with the provisions of and pursuant to the purposes of this sections. The provisions of 24 CFR § 570.611, "Conflict of Interest" shall apply to the District.

- c. The District further agrees to maintain written standards of conduct covering conflicts of interest, as outline in the Omni Circular § 200.318(c)(1) & (2). These standards of conduct will include language stating that no employee, officer, or agent will participate in the selection, award, or administration of a contract supported by CDBG funds, if that employee, officer or agent has a real or apparent conflict of interest. Conflicts of interest arise if the employee, officer, agent, the immediate family member of such a person, the partner of such a person, or an organization which employees such a person or is about to employs such a person, has any financial or other interest in or may gain a tangible personal benefit from a firm considered for contract. Such officers, employees, or agents of the District may not solicit nor accept anything of monetary value from contractors or subcontractors, unless it is an unsolicited gift of nominal value which would in no way influence the recipient to engage in conduct which would amount to a conflict of interests. The written standards shall also include standards of conduct covering organizational conflicts of interest, in which the District may be unable or appears to be unable to be impartial in conducting procurement actions due to relationships between the District and relationships with a parent company, affiliate, or subsidiary organization. The written standards provided by the District will include disciplinary actions to be applied for violations of such standards.
 - d. Copeland “Anti-kickback” Act.- Any Contractor paid in full or part with CDBG funds will comply with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 3) that states whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. Though CDBG-CV funds shall not be used to pay for the construction, prosecution, completion, or repair of buildings the District affirms that by accepting CDBG-CV funds, the District will comply with the Copeland “Anti-Kickback” Act.
39. In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees and Sub-grantee receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).
- a. The Sub-grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.

- b. The sub-grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers, and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- c. The Sub-grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- d. The grantee and sub-grantee agree to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442).
- e. The period of performance for the funding assistance specified in the Funding Approval/Agreement (“Funding Assistance”) shall be two years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end within two years later, on the month and day specified in item 4. The Sub-grantee shall not incur any obligations to be paid with the Funding Assistance after the two-year period of performance.
- f. In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee and sub-grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identification (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Sub-award and Executive Compensation Information.
- g. The sub-grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure),

other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- h. The Sub-grantee that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
 - i. E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD or the City of Decatur of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
 - j. CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a) (17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).
40. The District agrees to comply with the First Amendment Church/State Principles which state that CDBG/CDBG-CV funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations apply to the use of CDBG funds:
- a. As a rule, CDBG/CDBG-CV funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity

enters into an agreement with the City that, in connection with the provision of such services:

- i. It will not discriminate against any employee or applicant for employment based on religion and will not limit employment or give preference in employment to persons based on religion.
 - ii. It will not discriminate against any person applying for such public services based on religion and will not limit such services or give preference to persons based on religion.
 - iii. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services or economic development activity.
- b. Where the public services or economic development activities provided under paragraph A of this section are carried out on property owned by the primarily religious entity, CDBG/CDBG-CV funds may also be used for minor repairs to such property which are directly related to carrying out the public services or economic development activities where the cost constitutes in dollar terms only an incidental portion of the CDBG/CDBG-CV expenditure for the public services or economic development activities.

41. To the best of its knowledge or belief, the District certifies 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 an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- 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 the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, agreements) and that all sub awardees shall certify and disclose; accordingly, and
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered. Submission of this certification is a prerequisite for making or entering this Agreement pursuant to Section 1352, Title 31, and U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
42. If any provision or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.
43. This Agreement constitutes the entire agreement between the City of Decatur and the Decatur Park District. Any representatives promises or statements not set forth in this Agreement are not force and effect and have not been relied upon.
44. This Agreement may only be amended by a written instrument signed by each party hereto.
45. This Agreement shall extend to and be binding upon the parties hereto and their respective agents and representatives. The terms of this Agreement are non-transferrable.
46. This Agreement shall extend to insure to the benefit of and be binding upon the parties hereto and their respective agents, representatives, predecessors, successors, and assigns.
47. This Agreement may be executed in any number of counterparts of which shall be deemed an original and which, taken together shall constitute the full Agreement.
48. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to or application of conflict of law, rules, or principles. The parties agree that the proper venue for any claim or suit filed pursuant to this Agreement shall be the Sixth Judicial Circuit, Court of Macon County, Illinois.
49. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or on the fifth (5th) day after mailing if sent by registered or certified mail, return receipt requested, first-class postage prepaid, as set forth below. Faxed or emailed communications are a

convenience to the parties, and not a substitute for personal or mailed delivery. Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

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

Decatur Park District
Attn: Executive Director
620 E. Riverside Ave.
Decatur, IL 62521

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

CITY OF DECATUR

Mayor Julie Moore Wolfe

ATTEST:

City Clerk

DECATUR PARK DISTRICT

Executive Director

ATTEST:

Secretary of Board of Commissioners

Exhibit A



Exhibit B

Garfield Park Budget Estimate

Playground with Surfacing and Installation	\$200,000
Interactive Ball Wall and Installation	\$84,000
Shelter with Installation	\$130,000
Parking Lot	\$89,000
Basketball Courts	\$45,000
Concrete Walks and Proposed Slabs	\$70,000
Asphalt Trail	\$50,000
Shade Sail Structure	\$42,000
Lighting and Electrical	\$60,000
Site Restoration and Landscape	\$41,000
Pavillon ADA Improvements	\$62,000
Pavillon Improvements	\$113,000
Engineering	\$95,000
Contingency	\$108,000
TOTAL	\$1,189,000

City Clerk

DATE: 2/5/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with E.L. Pruitt Co., for the Decatur Public Library Chiller Replacement Project

ATTACHMENTS:

Description	Type
HVAC Staff Memo	Cover Memo
HVAC AEX Memo	Cover Memo
Resolution	Resolution Letter
HVAC Contract	Backup Material

**City Council Memorandum
NO. 2024-01**

DATE: February 5, 2024

TO: Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with E.L. Pruitt Co., for the Public Library Chiller Replacement Project

SUMMARY RECOMMENDATION:

It is recommended that City Council adopt the attached resolution authorizing the chiller replacement project at the Decatur Public Library.

1. Resolution awarding the contract for the Decatur Public Library Chiller Replacement Project, to E. L. Pruitt Co., as the lowest responsible bidder in the amount of \$1,706,400. The resolution amount includes the base bid price of \$1,618,000 and Alternate 1 for \$7,500 plus a 5% contingency of \$80,900. The contract documents excluding project specific drawings, conditions, and provisions are attached.

PRIOR COUNCIL ACTION:

April 3, 2023 – The City Council approved Resolution 2023-59 approving an agreement with Architectural Expressions, LLP, for \$120,000 for the design and oversee construction for improvements to the Decatur Public Library.

This project is planned to be completed in the fall and winter of 2024, when cooling is no longer necessary at the Library.

STAFF REFERENCE: Jon Kindseth, Deputy City Manager, will be in attendance at the City Council meeting to answer any questions of the Council on these items.

BUDGET/TIME IMPLICATIONS: This is the 5th and final component of the Library and Municipal Service Center capital improvements included in the 2023 budget and financed by a \$3 million short term loan. The financing mechanism, along with the four other projects have already all been approved by the City Council previously. This 5th and final project will take the aggregate of these projects past the \$3 million by somewhere between \$250,000 and \$500,000. As a consequence, staff will come back to City Council in late 2024 to ask to increase our loan amount to the actual number necessary to fully fund these projects.

Capital improvements to many of the City facilities have been deferred for many years. These expenditures will help keep these municipal buildings in good condition for several more decades.



113 ILLINI DRIVE
FORSYTH IL 62535
P 217.877.4620
F 217.877.4625

100 N CHESTNUT SUITE 300
CHAMPAIGN IL 61820
P 217.378.5300
F 217.378.8512

PRINCIPALS
LAWRENCE R LIVERGOOD, FAIA
JAMES W FOUSE, AIA
J. RYAN ANDERSON, AIA
BRIAN A KESLER, AIA
PATRICK M CORRIGAN, PE

January 31, 2024

Jon Kindseth; Deputy City Manager
City of Decatur, IL
1 Gary K. Anderson Plz.
Decatur, IL 62523-1196

**RE: CHILLER REPLACEMENT
DECATUR PUBLIC LIBRARY
(AEX #6748)**

Dear Mr. Kindseth:

Bids were received for the Chiller Replacement at the Decatur Public Library on Thursday, December 15, 2023. A total of four (4) bids were received.

The lowest bidder was E.L. Pruitt Company with a base bid of \$1,574,457.00.

- E.L. Pruitt is a well-established mechanical contracting company based out of Springfield, IL with a branch office/shop in Decatur.
- They require 365 days to reach substantial completion.
- E.L. Pruitt will be acting as the general contractor for this project.

The next lowest bidder was King-Lar Company with a base bid of \$1,618,000.00. This bid is 2.8% higher than the low bid.

An alternate bid was included in the project to add sound attenuation on the chiller. E.L. Pruitt's alternate bid amount is \$7,500.00. It is AEX's opinion that this alternate be accepted because of the low cost for this noise reduction feature.

Assuming a notice to proceed is issued on 2/5/24, the estimated substantial completion date is calculated to be 2/5/25. This schedule allows the work to occur during the heating season and the new system would be operational before the start of the cooling season in 2025.

A copy of the bid tabulation sheet is attached.



Project Details:

Main components of the library's chilled water system were showing deficiencies or beginning to fail. Some of the failures have led to extensive periods where the chiller was down while waiting for service or parts. Parts to make repairs are becoming obsolete. Additionally, the cooling tower has significant water leaks, and the condenser water pump was leaking.

AEX was invited to design a system to remedy these issues and design a system that would give the library a system with reliable performance going forward.

The chiller features a modular design, which uses several smaller high-efficiency chiller modules piped in a series; in this design there are six (6). Each module contains two compressors that are stage ON to match the cooling load, therefore twelve (12) stages of cooling. Modular chillers have the lowest energy consumption at partial-load conditions, which is where the system operates for a majority of the cooling season. Modular chillers also offer a high level of redundancy; allowing individual modules to be isolated for service while others remain functional. Multistack was the manufacturer chosen for the library because of their long history in the modular chiller market. Their chillers are designed and manufactured in Sparta, WI.

The existing cooling tower was leaking water and would require substantial labor to replace the failed gaskets. The cooling tower was also not compatible with modular chillers due to dirt/debris that can get into the water and foul the chillers' heat exchangers. The new system will include an Adiabatic Fluid Cooler (AFC), which circulates water in a closed loop. The AFC eliminates the need for costly chemical water treatment and any Legionella outbreak risk that is associated with open cooling towers. The AFC also greatly reduces domestic water consumption.

Along with the features mentioned above, the new chilled water system will save utility and maintenance costs. The table below shows the estimated savings anticipated by this system when compared to a standard efficiency system.

Component	Annual Utility Savings	Annual Cost Savings
Chiller - Energy	33,000 kWh	\$3,900
Adiabatic Fluid Cooler (AFC) - Energy	72,800 kWh	\$8,600
AFC - Water	840,000 gallons	\$5,300
AFC - Waste Water	330,000 gallons	\$1,000
AFC - Condenser Loop Chemical Treatment		\$3,500
AFC - Maintenance		\$3,700
TOTAL		\$26,000

The energy savings will be used to apply for energy incentive rebates from Ameren. The current program pays \$0.24 /kWh saved annually. The estimated incentive from Ameren is \$25,000.



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January 31, 2024

The library will see other improvements as result of this project, including:

- New chilled water pumps with variable speed drives.
- Capped piping tees for the future heat recovery option.
- A buffer tank will be installed to increase system volume and prevent issues from chiller short cycling.
- A walk-able platform around the AFC for ease of maintenance.
- The decommissioned boiler is being removed from the building while a crane is on site for the new work.
- New equipment integrated with the building automation system (BAS) for remote monitoring & alerts.

Sincerely,

ARCHITECTURAL EXPRESSIONS, LLP

PATRICK CORRIGAN, PE

Enclosure

Project Name: Decatur Public Library-Chiller Replacement			Engineer's Estimate City Engineering Division	E.L. PRUITT COMPANY 3090 COLT ROAD SPRINGFIELD, IL 62707 CONTACT PERSON ROBERT MEYERS (217) 789-0966		KING-LAR COMPANY 2020 EAST OLIVE STREET DECATUR, IL 62526 CONTACT PERSON MATT NIESMAN (217) 429-2323		HELM SERVICES 301 MERCURY DRIVE, STE. 7 CHAMPAIGN, IL 61822 CONTACT PERSON LEAH TEDRICK (217) 531-6611		HENSON ROBINSON COMPANY 3550 GREAT NORTHERN AVE. SPRINGFIELD, IL 62711 CONTACT PERSON BRYAN BANKS (312) 972-5551	
Project Number: 2023-26B											
Bid Date: 12/15/2023											
Time: 10:00 A.M.											
Fund:											
Organization Code:											
Object Code:											
BASE BID			\$0.00		\$1,574,457.00		\$1,618,000.00		\$1,713,800.00		
ALTERNATE BID BM-1-ADD CHILLER SOUND ATTENUATION			\$0.00		\$7,500.00		\$7,175.00		\$9,559.00		
Total Base Bid with Alternate Bid BM-1-ADD Chiller Attenuation			\$0.00		\$1,581,957.00		\$1,625,175.00		\$1,720,900.00		

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH E.L. PRUITT CO., FOR THE DECATUR PUBLIC
LIBRARY CHILLER REPLACEMENT PROJECT**

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

Section 1. Resolution awarding the contract for the Decatur Public Library Chiller Replacement Project to E.L. Pruitt Co. and presented to the Council herewith, attached hereto as Exhibit A, to be received and placed on file.

Section 2. That the bid of E.L. Pruitt Co. be accepted, and a contract awarded accordingly, and that said contract between E.L. Pruitt Co., and the City of Decatur is for a total amount of \$1,706,400 which includes the base bid (\$1,618,000) and Alternate 1 for (\$7,500) plus a 5% contingency of (\$80,900).

Section 3. That the City Manager or his designee be, and is hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and E. L Pruitt Co. in the amount not to exceed \$1,706,400.

PRESENTED and ADOPTED this 5th day of February, 2024

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Thirty-first day of January in the year Two Thousand
Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

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

and the Contractor:
(Name, legal status, address and other information)

E.L. Pruitt Company
3090 Colt Road
Springfield, IL 62707

for the following Project:
(Name, location and detailed description)

Chiller Replacement
Decatur Public Library
130 N. Franklin St.
Decatur, IL 62523

The Architect:
(Name, legal status, address and other information)

Architectural Expressions, LLP, Limited Liability Partnership
113 Illini Drive
Forsyth, IL 62535
Telephone Number: (217) 877-4620
Fax Number: (217) 877-4625

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

Init.

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User Notes:

(3B9ADA3D)

[] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[X] Not later than three hundred sixty-five (365) calendar days from the date of commencement of the Work.

[] By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

[] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be One Million, Five Hundred and Eighty-One Thousand Nine Hundred Fifty-Seven Dollars and Zero Cents (\$ 1,581,957.00), subject to additions and deductions as provided in the Contract Documents.

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

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

Alternate Bid BM-1 – Add Chiller Sound Insulation

§ 3.2.2 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
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§3.3 Cost of the Work Plus Contractor's Fee

§3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§3.4.3 Guaranteed Maximum Price

§3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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

§3.4.3.3 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Init.

Item

Price

~~§ 3.4.3.5~~ Assumptions, if any, on which the Guaranteed Maximum Price is based:

~~§ 3.4.3.6~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

~~§ 3.4.3.7~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

~~§ 3.5~~ Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

10%

~~§ 4.1.5~~ Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

%

Init.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any ~~claim subject to, but not resolved by, mediation pursuant to Section 21.5, claim,~~ the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 21.6 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

~~§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~*(Insert the date of the E203-2013 incorporated into this Agreement.)*~~

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

The Supplementary and other Conditions of the Contract are included in Exhibit A.

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Init.

Section	Title	Date	Pages
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The Specifications are included in Exhibit A.

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
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The Drawings are listed in Exhibit A.

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	12/11/23	
Addendum 2	12/13/23	

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

~~.1 Other Exhibits:~~
(Check all boxes that apply.)

~~[] Exhibit A, Determination of the Cost of the Work.~~

~~[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
 (Insert the date of the E204 2017 incorporated into this Agreement.)~~

~~[] The Sustainability Plan:~~

Title	Date	Pages
-------	------	-------

~~[] Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit A - Project Manual dated 11/15/23 which includes Supplemental Conditions that may further modify this agreement. In the event of a conflict, the language in the Exhibit shall govern.

Init.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below: transmission.
(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written

order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work

will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

- ~~1 the documents enumerated in Article 6, including all Modifications thereto;~~
- ~~2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;~~
- ~~3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;~~
- ~~4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner’s occupancy requirements, and the date of Substantial Completion; and~~
- ~~5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.~~

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1)

made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

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

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 ~~The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:~~liability as required in Exhibit A.

§ 17.1.2 ~~Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including~~

- ~~.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;~~
- ~~.2 personal and advertising injury;~~
- ~~.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;~~
- ~~.4 bodily injury or property damage arising out of completed operations; and~~
- ~~.5 the Contractor's indemnity obligations under Section 9.15.~~

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

§ 17.1.4 ~~The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 17.1.5 ~~Workers' Compensation at statutory limits.~~

§ 17.1.6 ~~Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

§ 17.1.7 ~~If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

§ 17.1.8 ~~If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

§ 17.1.9 ~~Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§17.1.14 Other Insurance Provided by the Contractor

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

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for

damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

~~§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

§ 17.2.3 Other Insurance Provided by the Owner

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

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

~~§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. The Contractor shall furnish a Performance Bond and Payment Bond as required in Exhibit A.~~

~~§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

ARTICLE 18 CORRECTION OF WORK

~~§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.~~

~~§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, ~~except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.~~ other.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Mike Pritchett
Facilities Manager
City of Decatur

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

To be determined

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows: executed.
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. ~~Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.~~

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3 law.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)



PROJECT MANUAL

CHILLER REPLACEMENT DECATUR PUBLIC LIBRARY 130 N. FRANKLIN ST. DECATUR, IL

**CITY OF DECATUR
DECATUR, ILLINOIS**

NOVEMBER 15,2023

2023-26B

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NOTICE TO BIDDERS

The City of Decatur will receive sealed bids for the following construction projects at the Decatur Public Library located at 130 N. Franklin Ave, Decatur, IL:

Chiller Replacement

Bids will be accepted until 10:00 a.m., local Central Time, on December 15, 2023, at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will be publicly opened and read.

Bids for the Chiller Replacement project must be marked in the bottom left-hand corner with "PROJECT NUMBER 2023-26B - SEALED BID FOR CHILLER REPLACEMENT – DECATUR PUBLIC LIBRARY". Bid documents may be obtained directly from Decatur Blue, Inc., located at 2300 West Wood, Decatur, IL 62523, and online at www.decaturbblue.com.

A mandatory pre-bid meeting for the project will be held in the Madden Auditorium, Decatur Public Library, 130 N. Franklin St., Decatur, IL at 10:00 a.m. on November 28, 2023. In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. Attendance is required to bid on this project. In response to questions arising at the meeting, minutes of the meeting will be distributed to the bidders.

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

(1) Ten percent (10%) of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material, and equipment to Minority Business Enterprises and (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

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

The Council of the City of Decatur, Illinois reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instruction for bidders. The Council further reserves the right to award the contract to the bidder which, in the opinion of Council, will best serve the public interest, and the criteria listed herein shall be subordinate to the discretion of Council with regard thereto. At the discretion of the Council, re-quired items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

Illinois Human Rights Act applies.

Questions regarding these specifications should be directed to Architectural Expressions, LLP (217) 877-4620.

City of Decatur
Jessica Coleman
Purchasing

TERMS AND CONDITIONS

001 GENERAL INFORMATION

Bidders should thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the project number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

Patrick Corrigan
Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary, this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidder's responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed.

006 F.O.B. POINT

[RESERVED] This provision is not applicable for this project.

007 DELIVERY

[RESERVED] This provision is not applicable for this project.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of

Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

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

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects for a period of one year unless otherwise stated in the specifications. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of truces, license, or other monies) to the City.

018 PREBID MEETING

A mandatory pre-bid meeting for the project will be held in the Madden Auditorium, Decatur Public Library, 130 N. Franklin St., Decatur, IL at 10:00 a.m. on November 28, 2023. In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. Attendance is required to bid on this project. In response to questions arising at the meeting, minutes of the meeting will be distributed to the bidders.

019 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletion, clarification, or correction.

During the course of an Invitation to Bid procedure, changes may take place affecting the terms and conditions or the specifications of the bid. If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 BID OPENING

All formal bids are opened in public by the Purchasing Supervisor or designated representative, at the stated time, date, and place included in the Invitation to Bid. Bidders, interested reporters and the public are allowed and encouraged but not required to attend the formal bid opening.

The bidder's name and amount of each bid are read aloud and recorded. No decisions relating to the award of the contract will be made at the opening.

021 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

022 CHANGES, ALTERATIONS & ERASURES

All changes, alterations, and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration, or erasure.

023 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between the Bid Price and the extension, the Bid Price shall govern.

024 BID ERRORS

Your bid is your firm offer to enter into a contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

025 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

026 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

027 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

028 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

029 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

030 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business, and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

031 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids

whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

033 NOTICE TO PROCEED

A signed construction agreement will be the Contractor's authorization to proceed.

033 AGREEMENT

The intent of this Bid request is to obtain an offer to perform the work for a Stipulated Sum contract, in accordance with Contract Documents. The Agreement and General Conditions are based on AIA A104 – Standard Abbreviated Form of Agreement between Owner and Contractor, as modified by the Terms and Conditions in this Project Manual.

034 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

035 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30-day written notice to supplier.

036 PACKING LIST

[RESERVED] This provision is not applicable for this project.

037 FINAL PAYMENT

Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due. Application for Final Payment will not be considered until all closeout procedures are completed as specified in this Project Manual.

038 PROGRESS PAYMENTS

Progress payments may be submitted at monthly intervals using AIA G702 – Application and Certificate of Payment and AIA G703 – Continuation Sheet. Submit one electronic copy of each Application for Payment to the Architect for approval. Execute certification by signature of authorized officer. Use data from an approved Schedule of Values. Provide dollar value in each

column for each line item for portion of work performed and for stored products. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work. When Architect requires substantiating information, submit data justifying dollar amounts in question.

Retainage: To ensure the proper performance of this Contract, the Owner will retain 10% of the amount of each payment application. Upon written request by the Contractor, the Owner may reduce retention as follows:

90% Completion: When the Work has achieved 90% completion, and to the extent completed, is satisfactory and in conformance with the provisions of the Contract, retention may be reduced to as low as 5%.

Substantial Completion: Upon reaching Substantial Completion and after receipt of all closeout documents, including record drawings, release of claims, and certificates of occupancy, retention may be reduced to 200% of the reasonable cost of completing all incomplete work, correcting all defective and non-conforming work, and handling all unsettled claims.

039 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

040 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photo-copy costs.

041 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

042 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

043 LICENSES & PERMITS

It shall be the responsibility of the successful bidder to obtain at no additional cost to the City of Decatur any and all licenses and permits required to complete this bid. These licenses and permits shall be readily available for review by the Purchasing Supervisor or designated representative.

044 SAMPLES

[RESERVED] This provision is not applicable for this project.

045 RETURN OF MATERIALS

[RESERVED] This provision is not applicable for this project.

046 LIQUIDATED DAMAGE CLAUSE

[RESERVED] This provision is not applicable for this project.

047 BID BONDS/DEPOSITS

Each bid must be accompanied by a bid bond or deposit amounting to five percent (5%) of the total bid. Bid deposits are in the form of a Bank Cashier's Check, Certified Check, or Bid Bond made payable to the City of Decatur. Unsuccessful bidders will have their deposits returned within ten (10) days, after either the contract is awarded or the purchase order is accepted by the successful bidder. If the successful bidder fails to deliver as indicated in the Invitation to Bid, does not enter into the contract or fails to accept the purchase order, the City of Decatur shall be entitled to retain the deposit to rectify the bidder's unacceptable performance. In other words, the bid deposit will be forfeited to the City.

048 PERFORMANCE BOND

The successful bidder shall furnish an annual performance bond in connection with the contract to protect the City of Decatur from loss due to the bidder's inability to complete the agreed upon contract annually. Performance bonds are equal to one hundred percent (100%) of the total amount of the bids for each year of the contract. Performance bonds will be forfeited to the City of Decatur should the successful bidder fail to comply with the terms and conditions

established in the specifications and the award. Performance bonds will be held until all contractual obligations are met to the satisfaction of the City of Decatur.

The City of Decatur will return the Bid Bond upon receiving the Performance Bond. Under no circumstances shall the successful bidder start work until he/she has supplied the City of Decatur a Performance Bond. If the successful bidder fails to supply a Performance Bond as specified in the bid, the City shall be entitled to retain the bid deposits to remedy the bidder's unacceptable performance.

049 CERTIFICATE OF INSURANCE

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

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

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

Employers Liability

a. Each Accident	\$500,000
b. Disease - policy limit	\$500,000
c. Disease - each employee	\$500,000

COMMERCIAL GENERAL LIABILITY

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

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

COMMERCIAL AUTOMOBILE LIABILITY:

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
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The policy shall cover owned, non-owned, and hired vehicles.

CERTIFICATE:

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

NOTICE:

It shall be an affirmative obligation upon the contractor to advise the City's Purchasing Division at Fax No. (217)-424-2772, or mail to Purchasing, #1 Gary K. Anderson Plaza, Decatur, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

050 HOLD HARMLESS CLAUSE

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

051 PREVAILING WAGE RATES

Public Act 96-0437:

This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current

prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

052 LABOR STANDARDS

The contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act (40 U.S.C. 327-333), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The contractor shall supply the City's designated project coordinator with weekly certified copies of the payroll for both the prime contractor and his subcontractors. The City's designated project coordinator will monitor the payroll for compliance with the applicable "prevailing wage rates" as contained herein.

The general prevailing rates of wages for the locality shall be paid for each craft or type of worker or mechanic needed to execute the contract or perform such work as stated by the U.S. Department of Housing and Urban Development in the Davis-Bacon Act as amended 40 U.S.C. 276a - 276a-5. The current wage decisions as attached herein as General Division Number IL950005 or as amended and must be adhered to.

The contractor agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the contractor of its obligation, if any, to require payment of the higher wage. The contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

PRICE AND PAYMENT PROCEDURES**APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.

APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until all closeout procedures are completed.

QUALITY REQUIREMENTS**CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step, in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Owner before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the work, Owner will direct an appropriate remedy or adjust payment.

TEMPORARY UTILITIES**TEMPORARY ELECTRICITY**

- A. Contractor may use the permanent installed transformers and services for temporary service.
- B. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- C. Permanent convenience receptacles may be utilized during construction.

TEMPORARY LIGHTING

- A. Provide and maintain lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction.

TEMPORARY HEATING

- A. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- B. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

TEMPORARY COOLING

- A. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- B. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

TEMPORARY WATER SERVICE

- A. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

PRODUCT REQUIREMENTS**NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.

PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- F. Comply with manufacturer's warranty conditions, if any.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

EXECUTION AND CLOSEOUT REQUIREMENTS

PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into the atmosphere and over adjacent property.
- C. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis fabrication.

- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Contractor shall locate and protect survey control and reference points.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Utilize recognized engineering survey practices.
- E. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.

GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

ALTERATIONS

- A. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary, for successful application of new finish.
 - 2. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.

- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Restore work with new products in accordance with requirements of Contract Documents.

PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

FINAL CLEANING

- A. Clean site; sweep paved areas, rake clean landscaped surfaces.
- B. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

CLOSEOUT SUBMITTALS**SUBMITTALS**

- A. Project Record Documents: Submit documents to Owner with claim for final Application for Payment.
- B. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PROJECT RECORD DOCUMENTS

- A. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

LIST OF DRAWINGS

GENERAL

GB001 PROJECT TITLE, DRAWING INDEX, AND LOCATION MAP

GB002 MASTER LEGEND AND ABBREVIATIONS

STRUCTURAL

SB001 STRUCTURAL NOTES AND TYPICAL DETAILS

SB101 STRUCTURAL PLAN AND DETAILS

ARCHITECTURAL

AB101 ARCHITECTURAL PLAN AND DETAILS

MECHANICAL

MB101 SECOND FLOOR MECHANICAL PLANS

MB102 ROOF & ISOMETRIC MECHANICAL PLANS

MB601 MECHANICAL SCHEDULES

MB602 MECHANICAL NOTES & DETAILS

MB603 MECHANICAL SPECIFICATIONS – PAGE 1

MB604 MECHANICAL SPECIFICATIONS – PAGE 2

MB605 MECHANICAL SPECIFICATIONS – PAGE 3 & CONTROLS NOTES

ELECTRICAL

EB101 ELECTRICAL DEMOLITION PLAN

EB102 ELECTRICAL POWER PLAN

EB301 ELECTRICAL PANEL SCHEDULES

EB302 EXISTING ONE LINE DIAGRAM

EB303 BASE BID AND ALTERNATE ONE LINE DIAGRAMS

EB601 ELECTRICAL SPECIFICATIONS - PAGE 1

EB602 ELECTRICAL SPECIFICATIONS - PAGE 2

EB603 ELECTRICAL SPECIFICATIONS - PAGE 3

EB604 ELECTRICAL NOTES AND LEGEND

ATTACHMENTS

The following attachments are part of the Contract Documents:

1. Bid Form
2. Information For Bidders – Minority Participation Goals for Public Works Contracts
3. Prevailing Wage Act Reporting
4. Minority Business Enterprise (MBE) – Utilization Statement
5. Minority Business Enterprise (MBE) – Participation Waiver Request

6. Minority Business Enterprise (MBE) – Information Form
7. Final Minority Business Enterprise (MBE) – Participation Documentation
8. Notification Of Change In Participation
9. Minority Participation Worksheet
10. Non-Collusion Affidavit of Prime Bidder

ALTERNATE BID EM-1 – ALTERNATE EQUIPMENT POWER SUPPLY

\$ _____ (Add/Deduct)

_____ dollars.

- B. We have included the required security Bid Bond as required by the Instruction to Bidders.
- C. All applicable federal taxes are excluded, and State of Illinois taxes are excluded from the Bid Sum.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for ninety (90) days from the bid closing date.
- B. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

CONTRACT TIME

- A. If this Bid is accepted, we will complete the Work in _____ calendar DAYS from Notice to Proceed.

ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

SUBCONTRACTORS

- A. Following is a list of our subcontractors (if any), the portions of the Work they will perform, and the value of the Work performed under each subcontract:

SUBCONTRACTOR	PORTION OF THE WORK	VALUE OF WORK (Excluding Markup)

DEADLINE

- A. Bids will be accepted until 10:00 a.m., local Central Time, on December 15, 2023, at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will be publicly opened and read.
- B. All bids must be marked in the bottom left-hand corner with **“PROJECT NUMBER 2023-26B - SEALED BID FOR CHILLER REPLACEMENT – DECATUR PUBLIC LIBRARY”**.

BID FORM SIGNATURE(S)

(Authorized signing officer)

(Authorized signing officer)

(Title)

(Title)

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

I. Description of the Minority Participation Goals Program:

- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
 - 1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

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

III. Waiver:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - 1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**

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

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

- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation, will be provided reporting through forms submitted monthly to the City of Decatur.
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

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

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. 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 and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that 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 inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

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.

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

- C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

- A. As allowed by law, Contractors for City public works 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/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. 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 in the selection of subcontractors.
- D. 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.
- E. 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 sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. 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 and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs 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 MBEs and firms that employ minority workers;

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

- vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs 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 MBEs and minority workers;
 - ix. If an MBE 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.
- G. 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.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, 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.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or 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. Each day on which a violation occurs or continues shall be considered a separate offense. The

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

assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

- iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

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 MBEs 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.

(Amended, Ordinance No. 2020-124, August 3, 2020)

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

PREVAILING WAGE ACT REPORTING

RETURN WITH BID

CITY OF DECATUR NOTICE TO CONTRACTORS PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“the Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors’ and subcontractors’ bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker’s name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.

PREVAILING WAGE ACT REPORTING

RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____

Date: _____

City of Decatur, Illinois

Contractor



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Subcontractors

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

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			

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

Section IV: 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 V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

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

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for 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 and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE 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 MBE's 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 or MBEs.

Signature of Prime Contractor

Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

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

<input type="checkbox"/>	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
<input type="checkbox"/>	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
<input type="checkbox"/>	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
<input type="checkbox"/>	Other – (State reason and attach explanation)
<input type="checkbox"/>	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor

Date

FOR OFFICIAL USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

<input type="checkbox"/>	The project is essential for City operations.
<input type="checkbox"/>	Emergency circumstances require a waiver.
<input type="checkbox"/>	Evidence of a good faith effort by the contractor.
<input type="checkbox"/>	The contractor will self-perform all work and will not subcontract any portion of the project.
<input type="checkbox"/>	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director

Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

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

Section I: Minority Business Enterprise (MBE) Information

Name: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

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

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Title	Date

Minority Business Enterprise Signature	Print
Title	Date

Final Minority Business Enterprise (MBE) Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email:

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

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

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

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

<input type="checkbox"/>	MBE Goal of 10% <u>has been</u> reached
<input type="checkbox"/>	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
<input type="checkbox"/>	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
<input type="checkbox"/>	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
<input type="checkbox"/>	Other – (State reason and attach explanation)

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

Signature of Prime Contractor

Date



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	<input type="checkbox"/> MBE	<input type="checkbox"/> Non-MBE	Status:	<input type="checkbox"/> MBE	<input type="checkbox"/> Non-MBE
			Contract Amount:		
Will the scope of work change?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Describe the scope of work change:					
Reason for subcontractor change:					
Describe good faith efforts to utilize an MBE:					

Signature of Prime Contractor

Date



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

City of Decatur
Minority Participation Worksheet

Return with Pay Estimate

Check Appropriate Block

- ☐ Prime Contractor
☐ Subcontractor

Pay Estimate Period: _____

Company: _____
Address: _____
Project Title: _____
Project Number: _____

Job Categories	Current				Previous		To Date		
	Male		Female		Totals From Previous Pay Periods		Totals To Date		%
	Count	Hours Worked	Count	Hours Worked	Previous Count	Previous Hours Worked	Count To Date	Hours Worked To Date	
Black or African American									
Asian									
American Indian / Alaskan Native									
Hispanic or Latino									
Native Hawaiian or other Pacific Islander									
White									
Total									
Total Minority									

Prepared by: (Signature and Title of Contractor's Representative)	Date:
Reviewed by: (Signature of City Project Manager)	Date:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
) SS.
COUNTY OF _____)

_____, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
_____, the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to sub-
mit a collusive or sham bid in connection with the contract for which the attached bid has been
submitted or to refrain from bidding in connection with such contract, or has in any manner, di-
rectly or indirectly, sought by agreement, or collusion or communication or conference with any
other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder,
or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder,
or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage
against the City of Decatur, Illinois, or any person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of
its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public
Title

My Commission expires _____.

SUBJECT: Resolution Authorizing Agreement with Northeast Community Fund for the Small Home Improvement Program

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material
Exhibit-Map	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

DATE: February 5, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Agreement with Northeast Community Fund for the Small Home Improvement Program

RECOMMENDATION: Staff recommends the City Council approve the resolution and authorize the city manager to execute an agreement with Northeast Community Fund to administer and provide small repair grants to owner-occupied residents in low to moderate income neighborhoods in the City of Decatur for the small home improvement program.

BACKGROUND: One of the strategies to preserve our existing housing stock is to assist owner-occupied residents with small home repairs as a proactive measure to an aging housing stock. In September 2022, the Council approved an agreement with Northeast Community Fund to assist with the implementation of a small home improvement program to owner-occupied residents in low to moderate income census tracts. As of December 2023, NCF provided 17 grants, not to exceed \$20,000 per single family housing unit. Grants were provided for home repairs such as, roof replacement, windows replacement, HVAC replacement, hot water tanks replacement, ADA accessibility, and doors. Because of this effort, 17 homes in our urban core are more sustainable and it has created the opportunity for owner-occupied residents to live in a healthier and safer home for the next decade. Staff believes that Northeast Community Fund has the capacity to continue this program utilizing American Rescue Plan funds.

ATTACHMENTS: Resolution, agreement and project eligibility map.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None.

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

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT
WITH NORTHEAST COMMUNITY FUND
FOR SMALL HOME IMPROVEMENT PROGRAM**

WHEREAS, the City of Decatur, Illinois (“City”) has received funds from the American Rescue Plan Act (“ARP”); and,

WHEREAS, the City has determined that a Small Home Improvement Program (“Program”) is needed to provide grants to owner-occupied residents in low-moderate census tracts as set forth in Ex. A for the purposes of making small home improvements and repairs; and,

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

WHEREAS, Northeast Community Fund (“NCF”) is a not-for-profit organization formed in 1969 with its principal office located in Decatur, Illinois to assist needy families in the Decatur and Macon County community with resources available; and,

WHEREAS, the City has determined that NCF has the capacity to provide assistance and administer the Program,

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

SECTION ONE. That the City Manager is authorized to enter into an Agreement with Northeast Community Fund in accordance with the requirements of the American Rescue Plan.

SECTION TWO. That the total appropriation of ARP funds for the Program shall be for an amount not to exceed Four Hundred Thousand Dollars (\$400,000) dispersed in two equal increments of two hundred thousand dollars,

PRESENTED, PASSED, APPROVED and RECORDED this 5th day of February, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**AGREEMENT FOR
SMALL HOME IMPROVEMENT PROGRAM**

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation (“City”) and Northeast Community Fund (“NCF”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

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

WHEREAS, the City has determined that a Small Home Improvement Program (“Program”) is needed to provide grants to owner-occupied residents in low-moderate census tracts as set forth in Exhibit 1 attached hereto for the purposes of making small home improvements and repairs; and,

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

WHEREAS, NCF is a not-for-profit organization formed in 1969 with its principal office located in Decatur, Illinois to assist needy families in the Decatur and Macon County community with resources available; and,

WHEREAS, the City has determined that NCF has the capacity to provide assistance and administer the Program.

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

Section 1. The foregoing recitals are incorporated herein as fully stated as a part of this agreement.

Section 2. The City shall develop the Program utilizing ARP funds criteria and eligibility requirements as determined by or in with NCF and provide Exhibit A funds to be used in the Program.

Section 3. The total appropriation of ARP funds for the Program shall be for an amount not to exceed Four hundred thousand dollars (\$400,000) to be dispersed in two equal increments of two hundred thousand dollars (\$200,000).

Section 4. NCF understands that the amount of this appropriation may be adjusted during the program year due to funding alterations made by the United States Congress, Department of Treasury, and/or the City.

Section 5. Any new appropriations shall occur only upon approval of the Decatur City Council.

Section 6. NCF understands that the awarding of the grant under this Agreement in no way implies the continued financial support of the program or services by the City beyond the specified funded amount of this Agreement.

Section 7. NCF shall be responsible for the administration, implementation, and reporting of the ARP funds provided in the Program made under the provisions of the Agreements between the parties.

Section 8. NCF will provide the Program funds to those determined to be eligible contractors for the small home improvement program.

Section 9. NCF will be responsible for reviewing and determining all applicable federal, state and local laws, statutes and other regulations relating to the use of ARP funds provided under this Agreement. The City will provide NCF with all rules and regulations governing the ARP funds. A [point person] from the City will be provided to NCF for guidance and direction on the ARP protocols and procedures to ensure NCF's ongoing compliance with ARP funding.

Section 10. The ARP funds provided by the City shall only be used by NCF to provide financial grant assistance to eligible homeowners for the purposes of and pursuant to and under the terms of the Program.

Section 11. NCF hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement, if the Program funds are used for or in any manner contrary to those uses set forth in this Agreement, or for the City's convenience, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, NCF will repay to the City the funds used contrary to the terms set forth herein no later than thirty (30) days following demand of such repayment by the City.

Section 12. Upon written request, NCF agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers and records of NCF which pertain to the Program and/or the funds provided to NCF for the purpose of monitoring, making audits, examinations, and photocopying.

Section 13. NCF shall be required to maintain all records for the period designated by the City as required by the terms of ARP and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements under this Agreement.

Section 14. NCF agrees to provide any and all reports which may be required by the City for compliance with ARP and any other federal or state law, statute or other regulation.

Section 15. NCF agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990 as amended, and the Age Discrimination Act of 1975 as amended.

Section 16. NCF hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of the ARP funds by NCF, including but not limited to the violation by NCF of any of its covenants or agreements under this Agreement, any act or failure to act done in connection with the Performance or operation of NCF's use of ARP funds, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of NCF operations use of ARP funds.

Section 17. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

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

To NCF: Executive Director
 Northeast Community Fund
 839 N. Martin Luther King Dr.

Section 18. Either the City or NCF may terminate this Agreement in whole or in part if either determines that the terms set forth in this Agreement cannot be met. Termination is affected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the City in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire Agreement.

Section 19. NCF will provide before and after pictures of each project funded through the Program.

Section 20. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 21. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 22. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 23. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 24. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 25. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 26. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

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

CITY OF DECATUR, ILLINOIS

Northeast Community Fund

By: _____

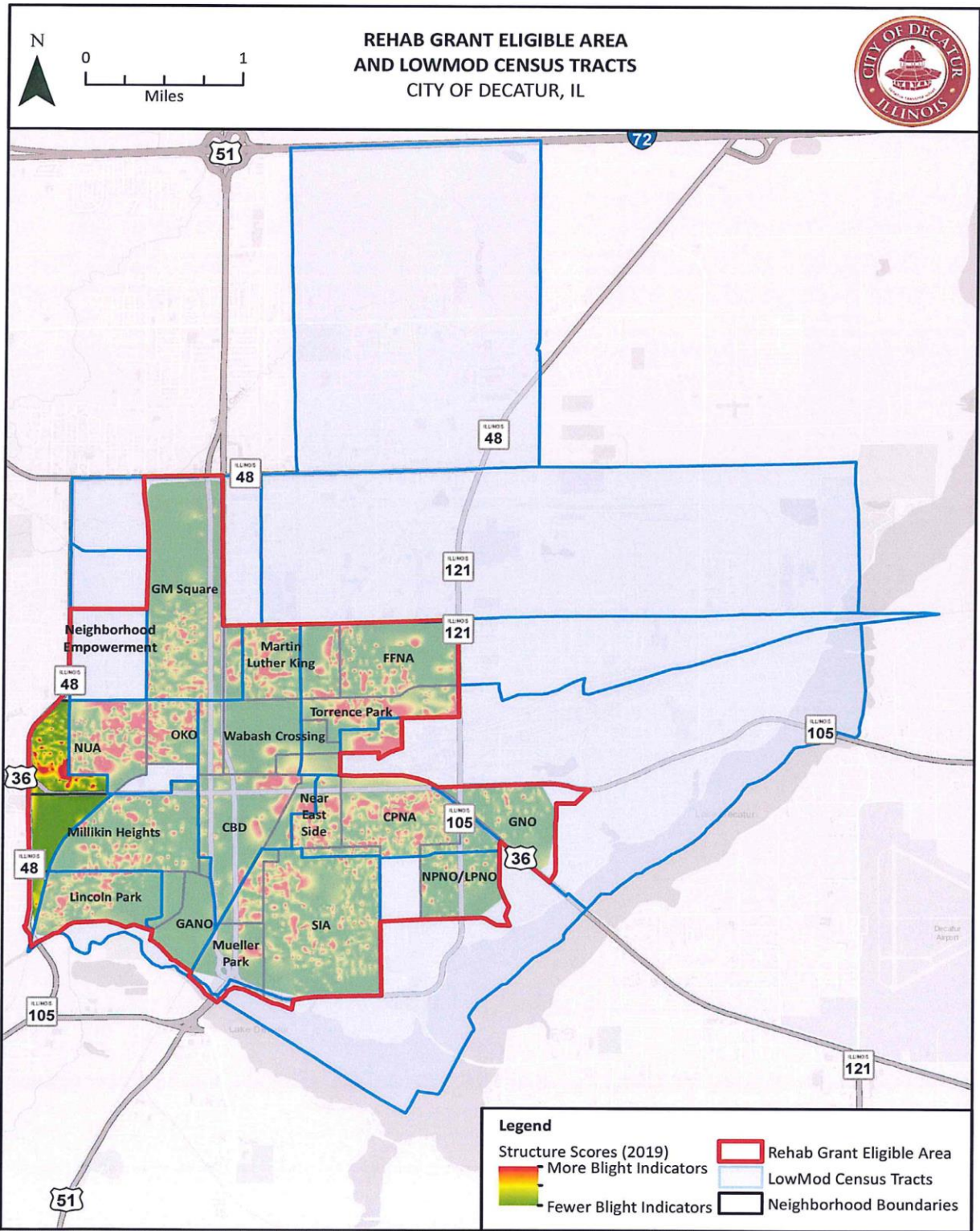
By: _____

Its: _____

Its: _____

DATE: _____

DATE: _____



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EXHIBIT 1

Public Works

DATE: 1/30/2024

MEMO: 2024-18

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Approving an Agreement with Walker Consultants for Professional Engineering Services for a Downtown Parking Structure Concept Design Study, City Project 2024-26.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to an agreement between the City of Decatur and Walker Consultants to complete a Downtown Parking Structure Concept Design Study for a fee of \$23,100.

BACKGROUND:

City staff interviewed two design firms who submitted proposals to complete a concept design for a downtown parking garage connected to the Barnes-Citizen building at 250 North Water Street. Staff recommends Walker Consultants to perform the requested study for a fee of \$23,100. Their scope of services will generally include:

- Coordination with city staff and the Barnes-Citizen building owner/representatives along with other stake holders, to assure that the conceptual design anticipates the re-purposing of the Barnes-Citizen Building.
- Review site information.
- Develop two concept design options along with a rendering of the recommended design.
- Prepare a construction cost estimate for the preferred design option.

LEGAL REVIEW: The Contract is a City standard document provided to the Legal Department for review.

SCHEDULE: DESIGN AND CONSTRUCTION:

Notice to proceed will be executed upon approval of the agreement by the City Council. The conceptual design and estimate should be completed by April 1, 2024.

For many years the Barnes-Citizen building has had very low occupancy, so low that the surface parking east of the building has been enough to meet parking demands. The new owner of these two buildings plans to completely remodel the structure, put a hotel into the 12-story building, 20 residential apartments into the 5-story building, and have retail, restaurant, office, meeting rooms, and other hotel support functions in the first and second stories of both buildings.

City staff has met with the owner many times. Internal demolition is ongoing, as is design. But it is not possible to fully occupy the Barnes-Citizen building without having approximately 200 adjacent parking spaces. A fully occupied Barnes-Citizen Building will be transformative for downtown Decatur; but it cannot happen without putting back a parking deck in the same place where the city demolished a 3-level deck in 2014 due to its deteriorated and unsafe condition. The Barnes-Citizen building has about 165,000 square feet of space, and it was designed and built as commercial office space. In the current economy, there is no demand for this much office space; so, these buildings need to be re-purposed. This is a difficult proposition with buildings built in 1909 and 1929; and a re-purposing of these buildings will require assistance from the city if it is to proceed. The owner has only asked for assistance with parking.

The owner of the Barnes Citizen Building, Mehrzad "Mazi" Khansalar, plans to attend the City Council meeting to participate in discussions about this item. A feasibility study, and a subsequent agreement with the city about how a parking deck will be built, financed and used, will be essential for the developer to get a national "flag" hotel chain to locate in Barnes-Citizen.

PRIOR COUNCIL ACTION:

There have been no prior Council actions on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Walker Consultants

STAFF REFERENCE: Scot Wrighton, City Manager and Matt Newell, Public Works Director will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project was not anticipated in the current budget. Therefore, it is requested that this expense be funded from the City Council's contingency. Design and construction costs of a new parking deck are expected to be paid from parking revenues, capital contributions from the owner of the Barnes-Citizen Building, and from TIF revenues derived from the planned Central TIF. But all of this starts with a feasibility study.

Staffing Impact: Staff time is allocated to manage this project.

ATTACHMENTS:

Description	Type
Resolution Approving an Agreement with Walker Consultants Professional Engineering Services for Downtown Parking Resolution Letter Structure Concept Design Study, City Project 2024-26	

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH WALKER CONSULTANTS
FOR PROFESSIONAL ENGINEERING SERVICES FOR A DOWNTOWN PARKING
STRUCTURE CONCEPT DESIGN STUDY
CITY PROJECT 2024-26**

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

Section 1. That the Agreement approving the professional engineering services for the Downtown Parking Structure Concept Design Study, City Project 2024-26, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Walker Consultants, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Engineering Services Agreement between the City of Decatur, Illinois and Walker Consultants, for a fee not to exceed \$23,100.00.

PRESENTED and ADOPTED this 5th day of February 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and Walker Consultants ("Contractor/Consultant"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SECTION 1. SCOPE OF WORK

A. DESCRIPTION

The professional services to be provided to the City under this Agreement shall be:

Provide concept design study for an above grade 250 space parking structure with an amenity deck on top located at Franklin St. and William St.

and/or as more particularly set forth as Exhibit "A," attached and incorporated by reference herein and made a part of this Agreement hereof.

B. NAME/NUMBER

The name of the Project under which this Agreement applies is Downtown Parking Structure - Franklin and Main and the City Project Number is 2024-26.

C. CHANGE

The only work that shall be performed is that as described and set forth in Exhibit A and is the only work authorized to be performed under this Agreement. Should the size, complexity or other variable of the project exceed the amount of work contemplated by this contract or set forth in the Scope of Work, **WRITTEN** authorization in the form of a Change Order **MUST** be obtained from the Director of Public Works of the City to perform extra work PRIOR to any extra work actually being performed or undertaken. The cost or expenses incurred in performing any work prior to written authorization as described in paragraph 1(C) shall not be paid by the City nor reimbursed by the City. The sum of all work authorized by this agreement plus any change orders that may be approved shall not exceed Twenty Thousand Dollars (\$20,000.00) without City Council approval.

SECTION 2. TIME

A. START DATE

The Parties agree that the start date for the work to be performed as set forth in Exhibit A shall be February 9, 2024.

B. COMPLETION DATE

The Parties agree that the estimated completion date shall be April 1, 2024.

C. TIME

The Parties recognize and agree that time is an important element of this Agreement.

SECTION 3. GENERAL

A. SUCCESSORS AND ASSIGNS.

The parties each agree to bind 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 set forth elsewhere in this Agreement, neither party shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating 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 parties to this Agreement.

B. DOCUMENTS.

All drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not.

C. INFORMATION

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys and other records required by this Agreement. The parties agree that such information may be used in performing services required under this Agreement and that the parties are entitled to rely upon the accuracy and completeness thereof.

D. SEVERABILITY

If any section, terms or provisions of this Agreement or the application thereof shall 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.

E. DRUG FREE WORKPLACE

The Contractor/Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq.. If the Contractor/Consultant has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5000.00), the City shall be provided the Drug Free Workplace Certification .

F. BID RIGGING, ROTATION

In accordance with the Illinois Criminal Code, the Contractor/Consultant certifies that it is not barred from bidding on contracts as a result of a violation of any section or subsection of the Bid Rigging or Bid Rotating Statutes of the Illinois Criminal Code.

G. FEDERAL FUNDING

If Federal funds are utilized as a source of Project funding, the Contractor/Consultant shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Contractor/Consultant an employee or partner of the City. The Contractor/Consultant shall at all times hereunder be construed to be an independent contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor/Consultant agrees to abide by and comply with the City's Equal Employment Opportunity Clause attached as Exhibit B, attached and incorporated by reference herein and made a part of this Agreement hereof.

SECTION 4. PAYMENT

A. AMOUNT.

Payment for services under this Agreement shall be no more than Twenty-Three Thousand, One Hundred Dollars (\$23,100).

B. METHOD OF COMPENSATION.

The basis for compensation shall be either the lump sum amount shown above in paragraph 4(A) or payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Direct Hourly Labor Costs in effect, as shown on Exhibit C, attached and incorporated by reference herein and made a part of this Agreement hereof, plus reimbursable expenses with a fixed upper limit as noted above in paragraph 4(A).

C. REIMBURSABLE EXPENSES

Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the work including but not limited to transportation and subsistence, toll telephone calls, reproduction of printing and outside consultants.

D. INVOICE

Monthly invoices for services and reimbursable expenses may be submitted to the City based upon the proportion of the actual work completed at the time of billing. Invoices shall include a description of work completed, work remaining to be completed and the percentage completed based on the scope of work. Each invoice shall be accompanied by an Invoice Data Sheet as shown in Exhibit D, attached and incorporated by reference herein and made a part of this Agreement hereof. If the Contractor/Consultant prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.

E. TIME OF PAYMENT

Unless provided for otherwise, payments for professional services will be due and payable upon the receipt of the invoice for services and reimbursable expenses.

F. LATE PAYMENT

The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City.

SECTION 5. TERMINATION

A. NOTICE

This Agreement may be terminated in whole or in part in writing by either party after giving written notice of not less than (15) calendar days to the other party of the intent to terminate.

B. WORK PRODUCT

Upon receipt of a notice to terminate from the City pursuant to this Agreement, all services affected shall be discontinued by the other party and the other party shall 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 in performing the work under this Agreement, whether completed or in process.

C. COMPLETION OF WORK

Upon termination pursuant to this Agreement, the City may take over the work and complete the same by agreement with another party or otherwise.

D. PAYMENT

Upon termination pursuant to this Agreement, the City shall pay for all services and reimbursable expenses rendered to the date of termination as set forth in Section 4 of this Agreement.

SECTION 6. NOTICES

Any notices sent or required to be sent pursuant to the terms of this Agreement shall be sent via United States Postal Delivery first class and shall be made to the parties as set forth below and shall be considered sent on the date mailed.

CITY OF DECATUR:

City Engineer
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
217.424.2747

CONTRACTOR/CONSULTANT:

Contact Person Name: Bradley F Navarro
Firm: Walker Consultants
Street: 2895 Greenspoint Parkway, Ste. 600
City, State, Zip: Hoffman Estates, IL 60169
Office Phone: 847-697-2640
Mobile Phone: _____

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION.

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

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

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

SECTION 8. GUARANTEE

The Contractor/Consultant shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality and warrants its work and that of any Sub-Contractors/Sub-Consultants employed by the Contractor/Consultant shall also meet such standards of professional care. The Contractor/Consultant shall not be required to guarantee the work of any Contractor/Consultant or Sub-Contractors/Sub-Consultants employed by the City. Unless specifically included in the scope of work for this project, the Contractor/Consultant shall have no authority to stop the work of contractors or consultants employed by the City, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

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

DATED this _____ day of _____, 2____.

THE CITY OF DECATUR, ILLINOIS

BY: _____
MAYOR

ATTEST:

CITY CLERK

CONTRACTOR/CONSULTANT

BY: Barry Namm

ITS: VICE PRESIDENT

David J. Muhl
ATTEST:

ITS: PROJECT MANAGER



2895 Greenspoint Parkway, Suite 600
Hoffman Estates, IL 60169

847.697.2640
walkerconsultants.com

January 18, 2024

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

*Re: Proposal for Design Services – Parking Structure Concept Design Study
Decatur Parking Structure
Decatur, Illinois*

Dear Scot,

Thank you for the opportunity to submit this proposal for design services relative to the concept design of a parking structure behind the Barnes-Citizen building at 250 North Water Street in Decatur, Illinois. We based our proposal on our discussions at the City's offices on January 5th and our site walk.

PROJECT UNDERSTANDING

We understand the project consists of an above grade parking structure to be constructed behind the Barnes-Citizen building at 250 North Water Street in Decatur, Illinois. The parking structure is envisioned to provide up to 200 parking stalls to serve the adjacent building renovation and up to 50 city/public stalls. The parking structure will also include a top tier amenity deck with potential swimming pool. This site contained a parking structure in the past, which was demolished due to poor condition. The new parking structure is envisioned to encompass a similar footprint, which is included in Exhibit A.

We understand Walker Consultants (Walker) will be a consultant to the City of Decatur. Walker will perform as the overall project lead professional and will be responsible for overall project coordination. Walker will be the professional responsible for the concept parking functional design and overall planning. Walker will retain CCS International as a subconsultant for construction cost estimating. We have included a project manager in our professional fee to lead the Walker design team and coordinate all work with the overall Project Team.

The services to be provided by Walker include concept design described in the attached section titled "Scope of Services". After completion of concept design, Walker can provide a proposal for schematic design, design development, construction documents, bidding and permitting, and construction contract administration phase services. The professional fees and expenses for the services to be provided by Walker are described in the attached section titled "Professional Fees". In absence of any further professional services agreements, our services will be performed in accordance with the attached General Conditions of Agreement.

SCOPE OF SERVICES

CONCEPT DESIGN

- A. Participate in a virtual meeting with the Project Team and with representatives of the Barnes-Citizen Building to review the program requirements including number of parking spaces, user types, vehicular access, roadway connections, and other special conditions.
- B. Review the Decatur zoning ordinance as it relates to off-street parking geometrics.
- C. Review site and survey information provided by the Project Team to determine if additional information is required.
- D. Review supplied master plan studies, reports and other plans pertinent to the functional design of the parking areas and needs of specific users.
- E. Develop up to two (2) concept design options for the proposed site. The drawings will be produced in AutoCAD and illustrate:
 - 1. Parking structure footprint.
 - 2. Parking structure efficiency.
 - 3. Location and number of entrance and exit lanes.
 - 4. Internal traffic flow.
 - 5. Parking layouts including bay sizes, parking stall size, and accessible parking.
 - 6. Parking stall counts.
 - 7. Vehicular circulation systems and ramp locations.
 - 8. Vehicle turning movements.
 - 9. General floor and ramp slopes.
 - 10. Preliminary parking equipment location and layout if required.
 - 11. Isometric view illustrating floor to floor and general structure height.
 - 12. Conceptual programming of the top-level deck and pedestrian connections to the Barnes-Citizen Building.
- F. Perform up to two (2) design iterations of the concept design options.
- G. Develop conceptual massing character for up to one (1) concept design option.
 - 1. Massing model will include three-dimensional colored renderings with a single selection of architectural treatment, including exterior façade treatments.
- H. Review feasible structural systems with City and the benefits and limitations of each structural system.
- I. Review with the City code official opportunities to egress the adjacent building through the proposed parking structure.
- J. Develop one (1) conceptual design construction cost estimate for all trades presented in Unifomat systems format.
 - 1. One (1) update to the initial cost estimate is included.
- K. Issue the concept drawings and conceptual cost estimate to the Project Team for review.
- L. Attend up to one (1) Project Team meeting in Decatur, as requested, during concept design.
- M. Participate in virtual meetings, as requested, during concept design.

PROFESSIONAL FEES

We propose to perform the design services described in the previous section titled "Scope of Services" for the lump sum fee of Twenty-Two Thousand Six Hundred Dollars (\$22,600.00) plus reimbursable expenses in accordance with the attached General Conditions of Agreement. For reference, a breakdown of fee by professional services firm is as follows:

- Walker Consultants: \$14,025
- CCS International: \$8,575

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, additional service consultants, and other project related expenses. We suggest a budget of \$500 for reimbursable expenses for this engagement.

Attendance at public hearings is not included in the lump sum fee can be provided on a time and expenses basis per the attached Standard Billing Rates.

ADDITIONAL SERVICES

The following are not included in our scope of services and can be provided as an additional service.

1. Development of conceptual design options over the number stated in the scope of services.
2. Civil Engineering and/or surveying services.
3. Traffic studies.
4. Entitlement processes and attendance at public hearing meetings.

Walker is dedicated to providing our clients with design and consulting services that meet or exceed project requirements. To achieve this goal, we are available to review this proposal with you at your convenience and adapt the scope of work as deemed necessary.

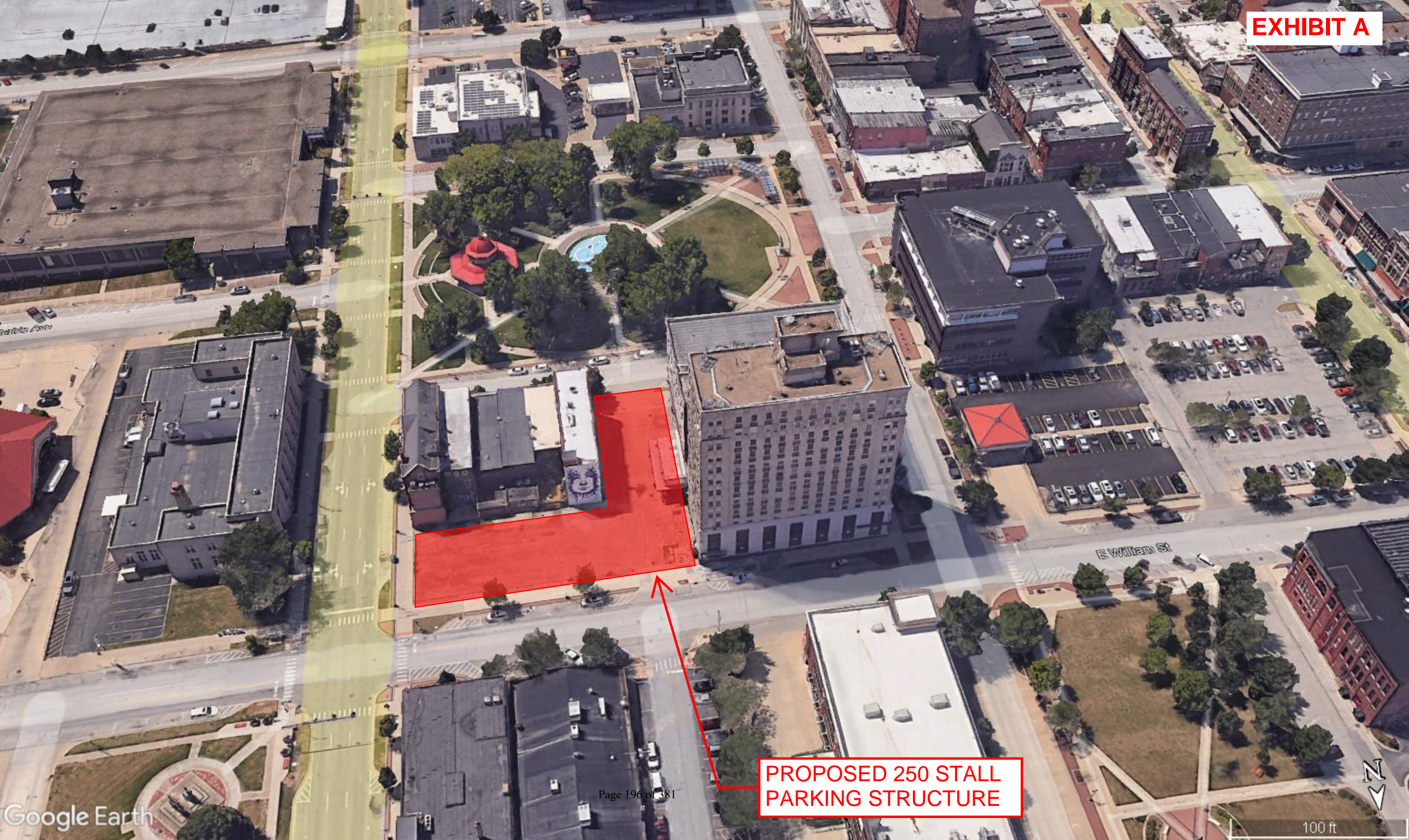
We appreciate the opportunity to be of service to the City of Decatur and look forward to working with you on the project.

Sincerely,

WALKER CONSULTANTS



Bradley F. Navarro, P.E.
Vice President



PROPOSED 250 STALL
PARKING STRUCTURE

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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.

<p>Exhibit C</p> <p>DIRECT HOURLY LABOR COSTS</p> <p>As of the date of this contract.</p>		
<p>Project Name: Downtown Parking Structure - Franklin St and William St</p>		
<p>Contractor / Consultant: Walker Consultants</p>		
Classification	Minimum	Maximum
Principal / Vice President	290	310
Sr. Project Manager		270
Project Manager		235
Senior Engineer		230
Engineer		215
Senior Technician		180
Technician		165
Sr. Administrative Assistant		140
Administrative Assistant		120


STANDARD BILLING RATES FOR BASIC SERVICES

Vice President.....	\$310
Principal/Director	\$290
Senior Project Manager.....	\$270
Senior Consultant	\$270
Project Manager/Consultant.....	\$235
Senior Engineer/Senior Architect	\$230
Project Engineer	\$215
Engineer/Architect	\$205
Analyst/Planner/Specialist	\$195
Assistant Project Manager/Assistant Consultant.....	\$200
Designer.....	\$200
Senior Technician	\$180
Technician.....	\$165
Senior Administrative Assistant/Business Manager.....	\$140
Administrative Assistant	\$120

Subject to annual adjustment on January 1 each year.

Exhibit D
CITY OF DECATUR INVOICE DATA SHEET

Project: Parking Garage B & C Improvements

*(Consulting Engineer Name
&Address)*
Walker Consultants

City Project No.: 2024-26

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		<i>(For City Use)</i>	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature: _____

Title: _____

Exhibit D-1

Public Works

DATE: 1/29/2024

MEMO: 2024-11

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services, Inc. dba A&R Services Inc. for Faries Park Interceptor Relocation Project, City Project 2022-12

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution awarding a contract in the amount of \$303,275.09 for a Faries Park Interceptor Relocation Project, City Project 2022-12, with A&R Mechanical Services Inc., as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest.

Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

It is somewhat unorthodox for the city to superintend a project that we are only paying about 7% of the cost for (the remaining 93% will be reimbursed to the city by the Decatur Sanitary District), but that is the arrangement worked out by the two units of government.

BACKGROUND:

Project Description

The Brush College Road Grade Separation project will widen Faries Parkway east of Brush College. The widening required the purchase of additional Right-of-Way that has an easement dedicated for a 12-inch sanitary sewer owned and operated by the Sanitary District of Decatur.

The sewer follows the natural low area that will now be filled for the road widening. The fill will

bury the sewer pipe in excess of 25' in some areas. The easement did not allow for fill in excess of 25' to be placed on top of the pipe. After discussion with the Sanitary District, it was determined that it was best to relocate the entire sewer to remove the risk of a potential failure during construction or the disruption to the roadway in the future. The attached map shows location of the existing and proposed sewer. Relocation of this sewer is anticipated in the overall Brush College/Faries Parkway project budget.

In December 2022, the City Council authorized an intergovernmental agreement with the Sanitary District providing that:

- The City would design and construct the relocation of the sewer,
- The City would contribute \$20,000 toward the project cost, and,
- The Sanitary District would reimburse the City for the balance of the project cost.

The District Board approved the project at their January board meeting.

Public Bid Letting Results

The project plans and specifications were prepared by City Staff. The project was advertised on Wednesday, December 13, 2023, and bids were opened on Thursday, January 4, 2024. The bid results are as follows:

Bidder	Bid	Compared to Engineer's Est. Over (Under)
A & R Services, Inc.	\$303,275.09	23.6%
Entler Excavating	\$340,980.00	38.9%
Engineer's Estimate	\$245,450.00	-

Four contractors took out bid packages and two contractors submitted a bid proposal for the Faries Interceptor Relocation. A&R Services, Inc provided the lowest responsive and responsible bid at 23.6% above the Engineer's Estimate. After review of the bid tab it was determined the cost for the deep excavation work was not estimated correctly. It is not likely that better bid results will be achieved by rebidding the project.

The Sanitary District of Decatur has concurred with the project costs per the Intergovernmental Agreement. A&R recently completed a watermain extension project for the City and has been awarded similar work. A&R Mechanical Services is located in Urbana, Illinois and is a division of A&R Mechanical Contractors, Inc that has been in business since 1925. Staff recommends that the City Council approve a contract with A & R Services to perform the sewer relocation project.

MINORITY PARTICIPATION GOALS:

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount should be for the purchase of goods, material, and equipment to MBE; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.
3. If the use of Minority Business Enterprise meets or exceeds 20% of the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

A&R Services will be utilizing a minority owned supply company for the piping materials at approx. 10% of the contract and will therefore meet the MBE portion of the goals.

LEGAL REVIEW: The Contract was reviewed and approved by the Legal Department on November 13, 2023.

SCHEDULE:

The Notice to Proceed will be provided to the Contractor once the project is awarded by the Council. The work is expected to begin this spring with the work completed by early summer.

PRIOR COUNCIL ACTION:

December 5, 2022 – City Council approved R2022-204 authorizing an Intergovernmental Agreement with the Sanitary District of Decatur to relocate the sanitary sewer interceptor.

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

INPUT FROM OTHER SOURCES: Sanitary District of Decatur

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer. Matt will attend the City Council meeting to answer any questions on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The cost for the City portion will be paid for from the Sanitary Sewer Fund with reimbursement from the Sanitary District of Decatur for all project costs above \$20,000.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services, Inc. dba	

A&R Services Inc. for Faries Park Interceptor Relocation Project, City Project 2022-12	Resolution Letter
Bid Tab	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH A&R MECHANICAL SERVICES, INC. DBA A&R
SERVICES, INC. FOR FARIES PARK INTERCEPTOR RELOCATION
CITY PROJECT 2022-12**

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

Section 1. That the tabulation of bids received for City Project 2022-12, Faries Park Interceptor Relocation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of A&R Mechanical Services, Inc. dba A&R Services, Inc. in the amount of \$303,275.09 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and A&R Mechanical Services, Inc. dba A&R Services, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$303,275.09.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 5th day of February 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

CONTRACT

THIS CONTRACT made and entered into this 5th day of February 2024, by and between the City of Decatur, Illinois, hereinafter called "Owner", and A & R Services, Inc. hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **Faries Park Interceptor Relocation, City Project 2022-12**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is June 1, 2024.** The Contractor shall complete all work subject to the date on or before the specified date.
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

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

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

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

CONTRACTOR

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT BOND

Project: **Faries Park Interceptor Relocation**

Project Number **2022-12**

We, A & R Services, Inc.

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

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Three Hundred Three Thousand, Two Hundred Seventy-Five Dollars and 09/100

_____ Dollars (\$303,275.09), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

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

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

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

PRINCIPAL

A & R Services, Inc
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,
COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____ Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS, (SEAL)
COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____ Notary Public (SEAL)

CITY OF DECATUR

Approved this 5th day of February, A.D. 2024

Attest:

Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

Julie Moore Wolfe, Mayor

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
Faries Park Interceptor Relocation
CITY PROJECT 2022-12

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID


WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CY	170.0	143.27	24,355.90
25100105	SEEDING CLASS 7	SQ YD	2,000.0	319.	6,380.00
28000900	MULCH METHOD 1	SQ YD	2,000.0	1.27	2,540.00
60228110	MANHOLES, SANITARY, 4 FT DIAMETER, TY 1, CLOSED LID	EACH	3.0	24,080.34	72,241.02
67100100	MOBILIZATION	LSUM	1.0	12,534.15	12,534.15
X0326441	STONE BEDDING MATERIAL	TON	20.0	98.26	1,965.20
X0322791	FILL EXISTING SANITARY SEWER	FT	450	12.87	5,791.50
X1200073	MANHOLE REMOVAL	EACH	2.0	5,179.98	10,359.96
X5630212	SANITARY SEWER CONNECTION	EACH	1.0	6,069.50	6,069.50
X6020399	CONNECTION TO EXISTING MANHOLE	EACH	1.0	5,822.86	5,822.86
Z0057100	SANITARY SEWER, 12"	FT	500.0	270.43	135,215.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1	\$20,000.00	\$20,000.00

TOTAL BASE BID 303,275.89

TOTAL BASE BID IN WORDS

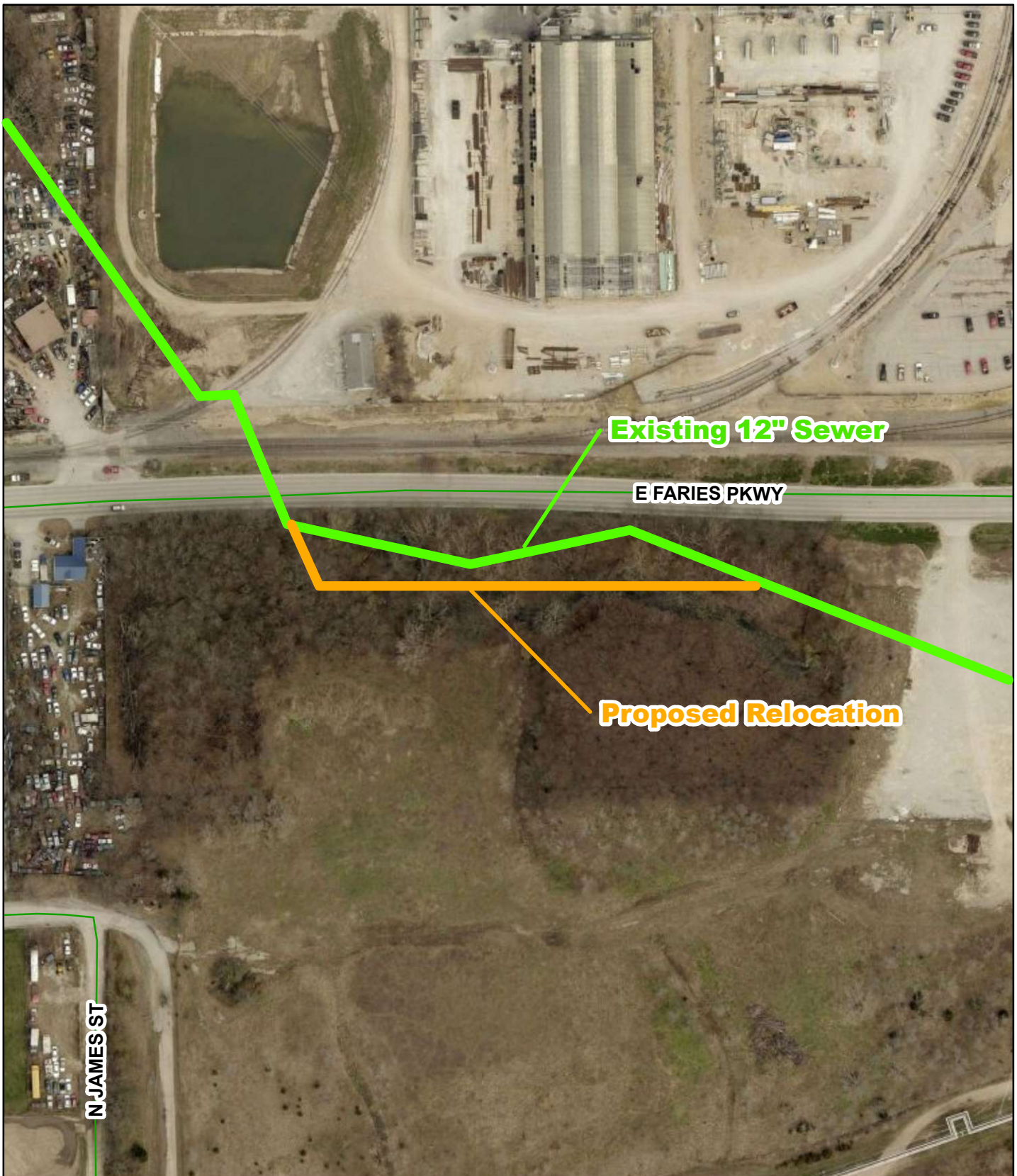
Three Hundred Three Thousand Two Seventy Five and 89/100

Project Name: Faries Park Interceptor Relocation Project Number: 2022-12 Bid Date: 001/04/2024 Time: 10:30 a.m. Fund: Sanitary Sewer Organization Code: 79487906 Object Code: 489030				Engineer's Estimate City Engineering Division		A & R SERVICES, INC. 711 E. Kettering Park Dr. Urbana, IL 61801 Contact Person Justin Weidner (217) 202-0945 jweidner@ar-mech.com		ENTLER EXCAVATING 819 N. Sunnyside Rd. Decatur, IL 62522 Contact Person Stuart Entler (217) 428-1865 karenentlerex@gmail.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	170.0	CU YD	\$75.00	\$12,750.00	\$143.27	\$24,355.90	\$100.00	\$17,000.00
25100105	SEEDING CLASS 7	2,000.0	SQ YD	\$3.00	\$6,000.00	\$3.19	\$6,380.00	\$4.25	\$8,500.00
28000900	MULCH METHOD 1	2,000.0	SQ YD	\$3.00	\$6,000.00	\$1.27	\$2,540.00	\$4.25	\$8,500.00
60228110	MANHOLES, SANITARY, 4 FT DIAMETER TY 1 CLOSED LID	3.0	EACH	\$8,000.00	\$24,000.00	\$24,080.34	\$72,241.02	\$6,900.00	\$20,700.00
67100100	MOBILIZATION	1.0	LSUM	\$10,000.00	\$10,000.00	\$12,534.15	\$12,534.15	\$75,000.00	\$75,000.00
X0326441	STONE BEDDING MATERIAL	20.0	TON	\$60.00	\$1,200.00	\$98.26	\$1,965.20	\$99.00	\$1,980.00
X0322791	FILL EXISTING SANITARY SEWER	450.0	FT	\$60.00	\$27,000.00	\$12.87	\$5,791.50	\$100.00	\$45,000.00
X1200073	MANHOLE REMOVAL	2.0	EACH	\$5,000.00	\$10,000.00	\$5,179.98	\$10,359.96	\$2,400.00	\$4,800.00
X5630212	SANITARY SEWER CONNECTION	1.0	EACH	\$1,000.00	\$1,000.00	\$6,069.50	\$6,069.50	\$2,500.00	\$2,500.00
X6020399	CONNECTION TO EXISTING MANHOLE	1.0	EACH	\$2,500.00	\$2,500.00	\$5,822.86	\$5,822.86	\$2,500.00	\$2,500.00
Z0062200	SANITARY SEWER 12"	500.0	FT	\$250.00	\$125,000.00	\$270.43	\$135,215.00	\$269.00	\$134,500.00
Z000900	ALTERATIONS, CANCELLATIONS, EXTENSION, DEDUCTIONS AND EXTRA WORK	1.0	LSUM	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL BIDS (AS CORRECTED)					\$245,450.00		\$303,275.09		\$340,980.00
Percent Over Under ENGINEER'S ESTIMATE							23.56%		38.92%


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

1/25/2024
Date

Faries Parkway Sewer Relocation



Public Works

DATE: 2/5/2024

MEMO: 2024-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

Matthew C. Newell, P.E., Public Works Director

SUBJECT:

**Resolution Accepting the Bid and Authorizing the Execution of a Contract with C-Hill Civil Contractors, Inc., and Appropriating Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, Section Number 19-00934-00-BR
_City Project 2019-34**

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the following Resolutions:

1. Resolution accepting the bid and approving the execution of a contract with C-Hill Contractors, Inc. and appropriating \$1,300,000 in Motor Fuel Tax Rebuild Illinois (RBI) funds to replace the Grove Rd. Bridge over the Sand Creek Arm of Lake Decatur. The cost represents the low bid amount of \$1,245,555.00 plus a contingency of \$54,445.00. Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.
2. Resolution authorizing an Engineering Services Agreement with WHKS and Co for construction related engineering services for \$19,230 and appropriating Motor Fuel Tax RBI funds.

BACKGROUND:

Rebuild Illinois Funding

On June 28, 2019, Governor Pritzker signed the REBUILD ILLINOIS Capital Plan to fund transportation projects and improvements. Funds from this plan have been allocated to local agencies and are administered by the Illinois Department of Transportation (IDOT). The City received 6 tranches of \$836,123.22 each over a three year period from 2020-2022. In all, the City received \$5,016,739.32 in Rebuild Illinois Bond Funds to use on bondable transportation

related projects in the City. All RBI projects need to be authorized by July 1, 2025.

The following projects have been completed and paid, or proposed to be paid, with Rebuild Illinois funds:

Project	Estimated Cost	Project Status
Center Street Bridge Replacement	\$330,000	Complete
Country Club – Remove and replace pavement on the north section of Country Club Road and Airport Road.	\$1,800,000	Complete
Meadowlark Bridge Replacement	\$410,000	Complete
27 th St. Reconstruction (Hubbard to IL 48)	\$1,000,000	Proposed for FY 2024
Grove Road Bridge Replacement	\$1,319,230	Current Project
RBI Fund Running Total	\$4,859,230	
Maximum Funding Available	\$5,016,739.32	

As with State Motor Fuel Tax Funds, the City is required to adopt a resolution specifying the allocation of RBI funds to their intended projects. Regular MFT funds can be spent on any eligible transportation project (like asphalt overlays); RBI monies must be spent on reconstruction projects like new bridges and complete road reconstructions.

Grove Road Bridge

The Grove Road Bridge over the Sand Creek Arm of Lake Decatur has significant pack rust on the outer I-beams, a severely delaminated concrete deck, and rocker bearings that are over rotated (see photo sheet in Appendix A). Under the National Bridge Inspection System (NBIS) guidelines required by the Federal Highway Administration, the superstructure has a rating of “5” (Fair Condition) on a scale of 0-9 (0=Required Closure, 9=New). The bridge’s deck condition has a rating of 3 (Serious Condition). The Bridge Substructure has a rating of “6”. While the overall condition of the Grove Road Bridge is in fair condition and the bridge is currently safe for traffic with no restrictions, the Bridge Condition Report completed in 2019 recommended replacement of the entire structure rather than partial rehabilitation due to the life cycle cost of constructing a 40-year lifespan deck on a 10 year remaining life girder system.

Letting Results

The project scope and specifications were prepared by WHKS and approved by the Illinois Department of Transportation (IDOT) for the use of Motor Fuel Tax and Rebuild Illinois funds.

The project was advertised on December 20, 2023 and December 27, 2023 and bids were opened on January 12, 2024. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's</u>
----------------------	-------------------------	--------------------------------------

		Est. Over (Under)
C-Hill Civil Contractors	\$1,245,555.00	(14.2%)
Sangamo Construction Company	\$1,507,673.33	3.8%
Engineer's Estimate	\$1,452,311.50	-----

Three contractors took out bid packages and two submitted a bid. C-Hill Civil Contractor, Inc. provided the lowest responsible bid at 14.2% under the engineer's estimate. C-Hill Civil is located in Campbell Hill, IL and has not worked for the City on previous projects but has completed projects similar in scope for other municipalities. The Design Engineer, WHKS, has reviewed their work history information and recommends award, see attached letter of recommendation. Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation (IDOT) for final approval in accordance with the rules governing the disbursement of State Motor Fuel Tax and Rebuild Illinois funds.

LEGAL REVIEW: These are standard IDOT forms for use with State MFT funds.

SCHEDULE:

Notice to proceed will be provided upon approval of the Contract by the City Council. The work is expected to begin in the spring with the competition in August of 2024. The work will require the full closure of Grove Road at the bridge.

PRIOR COUNCIL ACTION:

June 20, 2016 – The 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 that were known to City staff as having structural concerns. The following bridges were identified, including Center Street and Grove Road Bridges.

Mound Road / Spring Creek (East) Bridge (Reconstructed in 2017)

Mound Road / Spring Creek (West) Bridge (Reconstructed in 2019)

Mound Road / Spring Creek (Middle) Bridge (Reconstructed in 2019)

Center Street / Stevens Creek Bridge (Replaced in 2021)

Meadowlark Bridge (Under contract for replacement in 2022)

Taylor Road Bridge (Replaced in 2020)

Grove Road Bridge (Current contract)

Garfield Avenue Bridge / Illinois Central Railroad Yard

Garfield Avenue / 22nd Street Bridge (Preliminary Design Scheduled for 2022)

Country Club / Lake Decatur Bridge

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: WHKS, Illinois Department of Transportation.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the State Motor Fuel Tax using Rebuild Illinois Funds. It is proposed that a total project expenditure of \$1,319,230 be authorized which includes \$1,245,555 as the low bid plus \$54,445.00 for project contingencies and \$19,230 for construction engineering related services.

Staffing Impact: Staff time is allocated to manage the project.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with C-Hill Civil Contractors, Inc and Appropriating Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge over Sand Creek Arm of Lake Decatur, Section Number 19-009	Resolution Letter
2019-34 Bid Tab	Backup Material
Bid Analysis Award	Backup Material
Photo Log	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH C-HILL CIVIL CONTRACTORS, INC
AND APPROPRIATING MOTOR FUEL TAX REBUILD ILLINOIS (RBI) FUNDS
FOR THE GROVE ROAD BRIDGE OVER SAND CREEK ARM OF LAKE
DECATUR
SECTION NO. 19-00934-00-BR
CITY PROJECT 2019-34**

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

Section 1. That the tabulation of bids received for City Project 2019-34, Grove Road Bridge over Sand Creek Arm of Lake Decatur project be, and they are hereby, received and placed on file.

Section 2. That the bid of C-Hill Civil Contractors, Inc. be accepted, and a contract awarded accordingly, and that said contract between C-Hill Civil Contractors, Inc. and the City of Decatur is for a total amount of \$1,300,000.00.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and C-Hill Civil Contractors, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$1,300,000.00.

Section 4. That there is hereby appropriated the sum of \$1,300,000.00 of Rebuild Illinois funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

Section 5. That only those streets, highways; and operations as listed and described as part of the Grove Road Bridge Replacement Project, are eligible for Rebuild Illinois funds and shall be designated as Section 19-00934-00-BR.

Section 6. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 7. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit B and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 5th day of February, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk



Local Public Agency Formal Contract



Contractor's Name

C-Hill Civil Contractors, Inc.

Contractor's Address

P.O. Box 58

City

Camp Hill

State

IL

Zip Code

62916

STATE OF ILLINOIS

Local Public Agency

City of Decatur

County

Macon

Section Number

19-00934-00-BR

Street Name/Road Name

Grove Road (FAU 7401)

Type of Funds

Motor Fuel Tax

☒ CONTRACT BOND (when required)**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Mayor

Department of Transportation☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Decatur	Grove Road (FAU 7401)	Macon	19-00934-00-BR

- THIS AGREEMENT, made and concluded the 5th day of February 2024 between the City of Decatur, known as the party of the first part, and C-Hill Civil Contractors, Inc., its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 19-00934-00-BR in City of Decatur, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Decatur
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest:

Secretary	Date

(SEAL)

Partner	Date

Partners doing Business under the firm name of
Party of the Second Part

--

(If an individual)

Party of the Second Part	Date



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
City of Decatur	Macon	Mound Road (FAU 7401)	19-00934-00-BR

Bond information to be returned to Local Public Agency at One Gary K Anderson Plaza
Complete Address

We, C-Hill Civil Contractors, Inc. P.O. Box 58 Campbell Hill, IL 62916
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
One Million, Two Hundred Forty-Five Thousand, Five Hundred Fifty-Five Dollars and 00/100----

Dollars (\$1,245,555.00) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of February, 2024.
Day Month and Year

PRINCIPAL

Company Name	Company Name

By	By
Signature & Title	Signature & Title
Date	Date

Attest	Attest
Signature & Title	Signature & Title
Date	Date

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

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of February, 2024 .
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of SURETY
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of February, 2024 .
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

Approved this _____ day of February, 2024 .
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

Awarding Authority

City Council

Awarding Authority Signature

Date

Municipality

Local Public Agency Type

Clerk



Schedule of Prices



Contractor's Name

C-Hill Civil Contractors, Inc.

Contractor's Address

C-Hill Civil Contractors, Inc.

City

Campbell Hill

State

IL

Zip Code

62916

Local Public Agency

City of Decatur

County

Macon

Section Number

19-00934-00-BR

Route(s) (Street/Road Name)

FAU 7401 (Grove Rd)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
20100110	TREE REMOV 6-15	UNIT	101	\$40.00	\$4,040.00
20100210	TREE REMOV OVER 15	UNIT	24	\$60.00	\$1,440.00
20200100	EARTH EXCAVATION	CU YD	234	\$35.00	\$8,190.00
20400800	FURNISHED EXCAVATION	CU YD	19	\$115.00	\$2,185.00
28000250	TEMP EROS CONTR SEED	POUND	36	\$0.01	\$0.36
28000400	PERIMETER EROS BAR	FOOT	340	\$5.50	\$1,870.00
28100107	STONE RIPRAP CL A4	SQ YD	897	\$75.00	\$67,275.00
28200200	FILTER FABRIC	SQ YD	897	\$3.50	\$3,139.50
30300112	AGG SUBGRADE IMPR 12	SQ YD	715	\$40.00	\$28,600.00
40200100	AGG SURF CSE A	TON	36	\$56.00	\$2,016.00
40600275	BIT MATLS PR CT	POUND	1609	\$2.00	\$3,218.00
40600290	BIT MATLS TACK CT	POUND	161	\$3.50	\$563.50
40604050	HMA SC IL-9.5 C N50	TON	48	\$275.00	\$13,200.00
40701801	HMA PAVT FD 6	SQ YD	715	\$65.00	\$46,475.00
44000100	PAVEMENT REM	SQ YD	731	\$10.00	\$7,310.00
48100100	AGGREGATE SHLDS A	TON	100	\$66.00	\$6,600.00
50100100	REM EXIST STRUCT	EACH	1	\$230,794.80	\$230,794.80
50200100	STRUCTURE EXCAVATION	CU YD	106	\$30.00	\$3,180.00
50300225	CONC STRUCT	CU YD	54	\$1,200.00	\$64,800.00
50300280	CONCRETE ENCASEMENT	CU YD	42.4	\$1,000.00	\$42,400.00

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
City of Decatur		Macon	19-00934-00-BR		FAU 7401 (Grove Rd)
Item Number	Items	Unit	Quantity	Unit Price	Total
50400405	P P CONC DK BM 21 DP	SQ FT	3300	\$105.00	\$346,500.00
50800205	REINF BARS, EPOXY CTD	POUND	7420	\$2.00	\$14,840.00
50901050	STEEL RAILING TY SM	FOOT	221	\$207.00	\$45,747.00
51201900	FUR STL PILE HP14X89	FOOT	736	\$70.00	\$51,520.00
51202305	DRIVING PILES	FOOT	736	\$0.01	\$7.36
51203900	TEST PILE ST HP14X89	EACH	4	\$21,000.00	\$84,000.00
51204650	PILE SHOES	EACH	20	\$125.00	\$2,500.00
51500100	NAME PLATES	EACH	1	\$500.00	\$500.00
51602000	PERMANENT CASING	FOOT	277	\$113.00	\$31,301.00
58100200	WATERPRF MEMBRANE SYS	SQ YD	367	\$70.00	\$25,690.00
58300100	PC MORTAR FAIRING CSE	FOOT	594	\$0.01	\$5.94
59300100	CONTR LOW-STRENG MATL	CU YD	56.8	\$180.00	\$10,224.00
63000009	SPBGR TY B 9FT POSTS	FOOT	126	\$56.00	\$7,056.00
63100167	TR BAR TRM T1 SPL TAN	EACH	3	\$3,575.00	\$10,725.00
63200310	GUARDRAIL REMOV	FOOT	120	\$18.00	\$2,160.00
72501000	TERMINAL MARKER - DA	EACH	3	\$52.50	\$157.50
78009006	MOD URETH PM LINE 6	FOOT	1623	\$7.50	\$12,172.50
78200006	GRDRAIL REF TYPE B	EACH	8	\$15.75	\$126.00
X0326243	SED CONT SILT CURTAIN	L SUM	1	\$0.01	\$0.01
X2501000	SEEDING CL 2 SPL	ACRE	0.25	\$11,500.00	\$2,875.00
X6310088	TRAF BAR TERM T6A SPL	EACH	4	\$2,646.00	\$10,584.00
X6330725	SPBGR (SHORT RADIUS)	FOOT	13	\$60.00	\$780.00
X7011800	TRAF CONT-PROT BLR 21	L SUM	1	\$5,600.00	\$5,600.00
XXXXXXXX	PROTECTIVE SHIELD, SPEC	L SUM	1	\$0.01	\$0.01
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$24,884.16	\$24,884.16
Z0065700	SLOPE WALL REPAIR	SQ YD	23	\$345.32	\$7,942.36
Z0065730	SLOPEWALL SLUR PUMPNG	CU YD	56	\$185.00	\$10,360.00
Bidder's Total Proposal					\$1,245,555.00

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Exhibit B

Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

19-00934-00-BR

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

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

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Grove Rd	058-6010		0.9 Miles E of Franklin St	Lake Decatur Sand Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction for the full removal and replacement of the structure, proposed structure number 058-6012

2. That there is hereby appropriated the sum of One Million, three hundred thousand and 00/100-----Dollars (\$1,300,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kim Althoff

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Decatur

Name of Local Public Agency

at a meeting held on February 05, 2024

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5 day of February, 2024

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

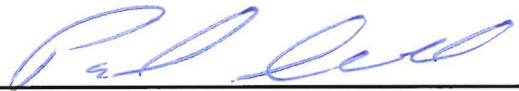
Approved

Regional Engineer Signature & Date
Department of Transportation

--

Project Name: Grove Road over Sand Creek Arm Lake Decatur (FAU 7401) Project Number: 2019-34, Section (19-00934-00-BR) Bid Date: January 12, 2024 Time: 10:00 a.m. Fund: Motor Fuel Tax - Rebuild Organization Code: 46484607 Object Code: 489050				Engineer's Estimate City Engineering Division		C-Hill Civil Contractors, Inc. P.O. Box 58 Campbell Hill, IL 62916 Matthew Rodewald (618) 924-3430		Sangamo Construction Company 2100 East Moffat Avenue Springfield, IL 62702 Matthew Reyhan	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20100110	TREE REMOV 6-15	101	UNIT	\$50.00	\$5,050.00	\$40.00	\$4,040.00	\$88.55	\$8,943.55
20100210	TREE REMOV OVER 15	24	UNIT	\$75.00	\$1,800.00	\$60.00	\$1,440.00	\$81.55	\$1,957.20
20200100	EARTH EXCAVATION	234	CU YD	\$58.50	\$13,689.00	\$35.00	\$8,190.00	\$66.57	\$15,577.38
20400800	FURNISHED EXCAVATION	19	CU YD	\$30.00	\$570.00	\$115.00	\$2,185.00	\$33.95	\$645.05
28000250	TEMP EROS CONTR SEED	36	POUND	\$6.50	\$234.00	\$0.01	\$0.36	\$4.70	\$169.20
28000400	PERIMETER EROS BAR	340	FOOT	\$4.50	\$1,530.00	\$5.50	\$1,870.00	\$7.68	\$2,611.20
28100107	STONE RIPRAP CL A4	897	SQ YD	\$120.00	\$107,640.00	\$75.00	\$67,275.00	\$86.90	\$77,949.30
28200200	FILTER FABRIC	897	SQ YD	\$6.00	\$5,382.00	\$3.50	\$3,139.50	\$5.59	\$5,014.23
30300112	AGG SUBGRADE IMPR 12	715	SQ YD	\$42.00	\$30,030.00	\$40.00	\$28,600.00	\$43.71	\$31,252.65
40200100	AGG SURF CSE A	36	TON	\$58.50	\$2,106.00	\$56.00	\$2,016.00	\$99.90	\$3,596.40
40600275	BIT MATLS PR CT	1609	POUND	\$1.50	\$2,413.50	\$2.00	\$3,218.00	\$1.70	\$2,735.30
40600290	BIT MATLS TACK CT	161	POUND	\$10.50	\$1,690.50	\$3.50	\$563.50	\$3.62	\$582.82
40604050	HMA SC IL-9.5 C N50	48	TON	\$210.00	\$10,080.00	\$275.00	\$13,200.00	\$278.12	\$13,349.76
40701801	HMA PAVT FD 6	715	SQ YD	\$180.00	\$128,700.00	\$65.00	\$46,475.00	\$66.15	\$47,297.25
44000100	PAVEMENT REM	731	SQ YD	\$30.00	\$21,930.00	\$10.00	\$7,310.00	\$24.50	\$17,909.50
48100100	AGGREGATE SHLDS A	100	TON	\$60.00	\$6,000.00	\$66.00	\$6,600.00	\$104.27	\$10,427.00
50100100	REM EXIST STRUCT	1	EACH	\$65,000.00	\$65,000.00	\$230,794.80	\$230,794.80	\$77,481.47	\$77,481.47
50200100	STRUCTURE EXCAVATION	106	CU YD	\$50.00	\$5,300.00	\$30.00	\$3,180.00	\$51.93	\$5,504.58
50300225	CONC STRUCT	54	CU YD	\$1,500.00	\$81,000.00	\$1,200.00	\$64,800.00	\$2,096.88	\$113,231.52
50300280	CONCRETE ENCASEMENT	42.4	CU YD	\$1,300.00	\$55,120.00	\$1,000.00	\$42,400.00	\$1,302.72	\$55,235.33
50400405	P P CONC DK BM 21 DP	3300	SQ FT	\$115.00	\$379,500.00	\$105.00	\$346,500.00	\$132.45	\$437,085.00
50800205	REINF BARS, EPOXY CTD	7420	POUND	\$3.00	\$22,260.00	\$2.00	\$14,840.00	\$4.35	\$32,277.00
50901050	STEEL RAILING TY SM	221	FOOT	\$300.00	\$66,300.00	\$207.00	\$45,747.00	\$226.57	\$50,071.97
51201900	FUR STL PILE HP14X89	736	FOOT	\$120.00	\$88,320.00	\$70.00	\$51,520.00	\$157.40	\$115,846.40
51202305	DRIVING PILES	736	FOOT	\$0.50	\$368.00	\$0.01	\$7.36	\$0.03	\$22.08
51203900	TEST PILE ST HP14X89	4	EACH	\$11,500.00	\$46,000.00	\$21,000.00	\$84,000.00	\$8,659.63	\$34,638.52
51204650	PILE SHOES	20	EACH	\$250.00	\$5,000.00	\$125.00	\$2,500.00	\$196.40	\$3,928.00
51500100	NAME PLATES	1	EACH	\$650.00	\$650.00	\$500.00	\$500.00	\$811.47	\$811.47
51602000	PERMANENT CASING	277	FOOT	\$400.00	\$110,800.00	\$113.00	\$31,301.00	\$389.12	\$107,786.24
58100200	WATERPRF MEMBRANE SYS	367	SQ YD	\$80.00	\$29,360.00	\$70.00	\$25,690.00	\$66.52	\$24,412.84
58300100	PC MORTAR FAIRING CSE	594	FOOT	\$3.50	\$2,079.00	\$0.01	\$5.94	\$21.02	\$12,485.88
59300100	CONTR LOW-STRENG MATL	57	CU YD	\$500.00	\$28,400.00	\$180.00	\$10,224.00	\$361.08	\$20,509.34
63000009	SPBGR TY B 9FT POSTS	126	FOOT	\$45.00	\$5,670.00	\$56.00	\$7,056.00	\$56.69	\$7,142.94
63100167	TR BAR TRM T1 SPL TAN	3	EACH	\$3,750.00	\$11,250.00	\$3,575.00	\$10,725.00	\$3,621.35	\$10,864.05
63200310	GUARDRAIL REMOV	120	FOOT	\$20.00	\$2,400.00	\$18.00	\$2,160.00	\$9.62	\$1,154.40
72501000	TERMINAL MARKER - DA	3	EACH	\$50.00	\$150.00	\$52.50	\$157.50	\$53.18	\$159.54
78009006	MOD URETH PM LINE 6	1623	L SUM	\$1.50	\$2,434.50	\$7.50	\$12,172.50	\$7.44	\$12,075.12
78200006	GRDRAIL REF TYPE B	8	EACH	\$20.00	\$160.00	\$15.75	\$126.00	\$15.95	\$127.60
X0326243	SED CONT SILT CURTAIN	1	L SUM	\$10,000.00	\$10,000.00	\$0.01	\$0.01	\$53,870.68	\$53,870.68
X2501000	SEEDING CL 2 SPL	0.25	ACRE	\$10,000.00	\$2,500.00	\$11,500.00	\$2,875.00	\$21,281.96	\$5,320.49
X6310088	TRAF BAR TERM T6A SPL	4	EACH	\$4,000.00	\$16,000.00	\$2,646.00	\$10,584.00	\$2,680.12	\$10,720.48
X6330725	SPBGR (SHORT RADIUS)	13	FOOT	\$65.00	\$845.00	\$60.00	\$780.00	\$60.99	\$792.87

Project Name: Grove Road over Sand Creek Arm Lake Decatur (FAU 7401) Project Number: 2019-34, Section (19-00934-00-BR) Bid Date: January 12, 2024 Time: 10:00 a.m. Fund: Motor Fuel Tax - Rebuild Organization Code: 46484607 Object Code: 489050					Engineer's Estimate City Engineering Division		C-Hill Civil Contractors, Inc. P.O. Box 58 Campbell Hill, IL 62916 Matthew Rodewald (618) 924-3430		Sangamo Construction Company 2100 East Moffat Avenue Springfield, IL 62702 Matthew Reyhan	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	
X7011800	TRAF CONT-PROT BLR 21	1	L SUM	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00	\$7,355.05	\$7,355.05	
XXXXXXXX	PROTECTIVE SHIELD, SPEC	1	L SUM	\$16,200.00	\$16,200.00	\$0.01	\$0.01	\$17,252.27	\$17,252.27	
Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$20,000.00	\$20,000.00	\$24,884.16	\$24,884.16	\$10,855.32	\$10,855.32	
Z0065700	SLOPE WALL REPAIR	23	SQ YD	\$200.00	\$4,600.00	\$345.32	\$7,942.36	\$377.63	\$8,685.49	
Z0065730	SLOPEWALL SLUR PUMPNG	56	CU YD	\$550.00	\$30,800.00	\$185.00	\$10,360.00	\$534.85	\$29,951.60	
TOTAL BIDS (AS CORRECTED)					\$1,452,311.50			\$1,245,555.00	\$1,507,673.33	
Percent Over Under ENGINEER'S ESTIMATE								-14.24%	3.81%	


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


 Date

3501 Constitution Drive, Suite B
Springfield, IL 62711-7154
Phone: 217.483.9457
Email: springfield@whks.com
Website: www.whks.com



January 16, 2024

Mr. Paul Caswell, P.E.
City Engineer
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

RE: City of Decatur
Grove Road Bridge Replacement
Bid Analysis and Award Recommendation

Dear Mr. Caswell:

Two Construction bids were received for the Grove Road Bridge Replacement project January 13th, 2024. The bids received are shown below in increasing order.

Construction Company	Total Bid
C-Hill Civil Contractors, Inc.	\$ 1,245,555.00
Sangamo Construction Company	\$ 1,507,673.33
Contractor Average	\$ 1,376,614.17
Engineer's Final Opinion of Probable Cost	\$1,452,311.50

The low bid is lower than Engineer's Opinion of Probable Cost by fifteen percent (15%) and appears to be acceptable. The two bids received are from local, reputable bridge contractors familiar with this type of work. Based on this information, we have no reservation in recommending the City award the contract.

Please feel free to contact me at your convenience if you wish to discuss the bid analysis in more detail.

Sincerely,

WHKS & co.

A handwritten signature in blue ink that reads "Cory W. Chamberlain".

Cory W. Chamberlain, P.E., S.E.
Principal/Project Manager

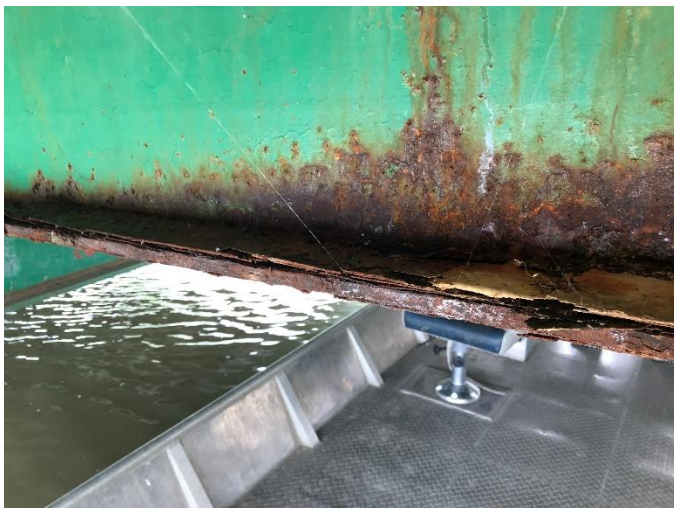
Appendix A – Grove Rd Bridge Photo Log



Pack rust on south beam near cross beam. Some rusting on cross beam



Spalling and cracking around scupper. Heavy pack rust on upper beam flange.



Pack rust from leaking deck. Minor section loss.



Rockers on West side appear to be over rotated.

Public Works

DATE: 1/31/2024

MEMO: 2024-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Construction Engineering Services Agreement with WHKS and Co. and Appropriating Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge Over Sand Creek Arm of Lake Decatur Section Number 19-00934-00-BR City Project 2019-34.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Construction Engineering Services Agreement with WHKS and Co. and Appropriating Motor Fuel Tax Rebuild Illinois (RBI) Funds for the Grove Road Bridge Over Sand Creek Arm of Lake Decatur Section Number 19-00934-00-BR City Project 2	Resolution Letter

RESOLUTION _____

**RESOLUTION AUTHORIZING AN CONSTRUCTION ENGINEERING SERVICES
AGREEMENT WITH WHKS AND CO. AND APPROPRIATING MOTOR FUEL TAX
REBUILD ILLINOIS (RBI) FUNDS FOR THE GROVE ROAD BRIDGE OVER SAND
CREEK ARM OF LAKE DECATUR
SECTION NUMBER 19-00934-00-BR
CITY PROJECT 2019-34**

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

Section 1. That the Engineering Services Agreement for Motor Fuel Taxes using Rebuild Illinois Funds for construction engineering services for the Grove Bridge over Sand Creek Arm of Lake Decatur and the Mound Road Bridge over Stevens Creek, presented to the Council herewith as Exhibit A and made part hereof, between the City of Decatur and WHKS and Co. be and the same hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and are hereby, authorized and directed to execute said Engineering Services Agreement for Motor Fuel Tax Funds using Rebuild Illinois Funds between the City of Decatur and the State of Illinois, acting through the Illinois Department of Transportation.

Section 3. That there is hereby appropriated the sum of \$19,230.00 of State Motor Fuel Tax Funds using Rebuild Illinois Funds for the purpose of paying the City's portion of engineering costs for the Grove Road Bridge over Sand Creek Arm of Lake Decatur and Mound Road Bridge over Stevens Creek, under the applicable provisions of the Illinois Highway Code.

Section 4. That only those sidewalks, streets, highways, bridges and operations listed and described as part of the Grove Road Bridge over Sand Creek Arm of Lake Decatur and Mound Road Bridge over Stevens Creek, are eligible for State Motor Fuel Tax funds.

Section 5. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Illinois Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 6. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit B and made part hereof, and transmit with two certified copies of this resolution to the district office of the Illinois Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 5th day of February 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK



Agreement For	Agreement Type
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MFT CE	Original

LOCAL PUBLIC AGENCY			
Local Public Agency	County	Section Number	Job Number
City of Decatur	Macon	19-00934-00-BR	
Project Number	Contact Name	Phone Number	Email
2019-34	Paul Caswell	(217) 424-2747	pcaswell@decaturil.gov

SECTION PROVISIONS			
Local Street/Road Name	Key Route	Length	Structure Number
Grove Road & Mound Road	FAU 7401 & 7359	Varies	058-6012 & 058-3062
Location Termini			Add Location
Grove Road Bridge Replacement Limits & and Mound Road Bridge Repair Limits			Remove Location
Project Description			
Construction Assistance for Grove Road Bridge Replacement and Mound Road Bridge Repair.			

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Rebuild Illinois
Anticipated Construction Funding	<input type="checkbox"/> Federal <input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Rebuild Illinois

AGREEMENT FOR
<input checked="" type="checkbox"/> Phase III - Construction Engineering

CONSULTANT			
Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
WHKS and Co	Cory Chamberlain	(217) 483-9457	cchamberlain@whks.com
Address	City	State	Zip Code
3501 Constitution Dr, Suite B	Springfield	IL	62711

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- ☒ EXHIBIT D : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ Exhibit E:Engineering Estimate Specific Rate
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$19,230.00 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

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

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

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

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

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS and Co	42-0943938	\$19,230.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$19,230.00
Total for all work		\$19,230.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

City

of

City of Decatur

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

City of Decatur

City

Clerk

Mayor

(SEAL)


Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

WHKS and Co

By (Signature & Date)

 Digitally signed by Scott D. Sanford
Date: 2024.01.30 13:48:07 -06'00'

Title

Vice President

By (Signature & Date)

 Digitally signed by Cory Chamberlain
Date: 2024.01.30 13:11:20 -06'00'

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS and Co	Macon	19-00934-00-BR

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Furnish construction guidance. Construction guidance shall include:

1. Consultation on interpretation of plans and specifications and changes during construction.
2. Periodic job-site observation and construction progress verification.
3. Review PPC Deck Beam shop drawings for general conformance to plans and specifications (Grove Road).
4. Review Temporary Shoring submittal for general conformance to plans and specifications (Mound Road)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS and Co	Macon	19-00934-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

As needed basis, during construction of Grove Road and Mound Road.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS and Co	Macon	19-00934-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
WHKS and Co	NA	NA

☒ Prime ☐ Supplement Date 01/15/24

Consultant

WHKS and Co

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>	8	\$15.00	\$120.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>	500	\$0.67	\$335.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	2	\$25.00	\$50.00
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	100	\$0.05	\$5.00
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

City of Decatur
Grove Road and Mound Road Construction Assistance
WHKS - Estimated Direct Expenses

Mileage

Assumptions: Following are estimated trips between the WHKS Springfield office and the Project Site or City of Decatur Offices (approximately 100 miles/round trip).

- 1 trips for Precon Meeting = 100 x \$0.67	\$ 67.00
- 4 trips for construction related inspections of project = 4 x 100 x \$0.67	\$ 268.00
Mileage Total =	\$ 335.00

Meals

Assumptions: 1 (one) lunch meal for day of inspection per person. Assume 2 people per trip.

1 meal for day of inspection, \$15 per meal per person = 2 x \$15 x (4 trips)	\$ 120.00
Meals Total =	\$ 120.00

Printing/Copying

Assumptions: Only printing and or copying at WHKS office. 11x17 sets. No full size sheets.

Misc documentation for various approvals (assume 2 submittals @ 25 pages) = 2 x 25 x \$0.10/copy	\$ 5.00
Print/Copy Total =	\$ 5.00

Postage

Assumptions: Fedex shipping of plans and specifications

Shop Drawings (Beams)	\$ 25.00
Submittal (Temp Shoring)	\$ 25.00
Postage Total =	\$ 50.00

TOTAL ESTIMATED DIRECT EXPENSES = \$ 510.00



EXHIBIT E

Engineering Estimate Summary		
WHKS Labor Fee (Est)	\$	18,720.00
WHKS Direct Cost (Est)	\$	510.00
Sub -	\$	-
Sub-	\$	-
Contingency	\$	-
Total Engineering Estimate	\$	19,230.00

97.3%
2.7%
0.0%
0.0%

% of Estimated Construction Cost		
Est. Construction Cost	\$	1,200,000.00
% Const w/o contingency		1.6%
% Const w contingency		1.6%

3501 Constitution Drive, Suite B
Springfield, IL 62711
Phone: (217) 483-WHKS
Fax: (217) 483-9458

Mult = 3.25

Project Data										Scope: Review shop/fabrications drawings for PPC Deck beams (Grove Road) for general conformance to plans and specs. Review Contractor submittal for Temp Shoring (Mound Road) general conformance to plans and specs. Assist the City with minor construction questions as necessary (assume 34 hours). Assume 4 site visits needed for duration of project to answer construction related questions. No construction observation or documentation assumed. Fabrication inspection by IDOT.							
Client: City of Decatur																	
Route: Grove Road (FAU 7401), Mound Road (FAU 7359)																	
Section No.: 19-00934-00-BR, 19-00935-00-BR																	
Structure #'s: 058-6012, 058-3062																	

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
001 Project Administration																
01 Project Admin and Management	4	4														
02 Billing/Invoicing (1 hours/invoice x 3 invoices)	3	3														
03	0															
	0															
Labor Hours Subtotal	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 1,592.50	\$ 1,592.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	8.3%															
002 Construction Related Services																
01 PPC Deck Beam Shop Drawing Review/Coordination	9	1				2	6									
02 Pier/Pile Casing Review/Coordination	11	1				2	8									
03 Precon Meeting (assume 2 people at 4 hours with drive)	8		4			4										
04 In-house Questions and Coordination (assume 30 hours)	30	6	10			14										
05 Site Visits- Assume 4 (2 people, 4hrs each with drive)	32			16			16									
04	0															
04	0			Fa												
04	0															
05	0															
06	0															
Labor Hours Subtotal	90	8	14	16	0	22	30	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 17,127.50	\$ 1,820.00	\$ 2,957.50	\$ 2,340.00	\$ -	\$ 4,647.50	\$ 5,362.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	89.1%															
Total Labor Hours	97	15	14	16	0	22	30	0	0	0	0	0	0	0	0	0
Total Labor Cost	\$ 18,720.00	\$ 3,412.50	\$ 2,957.50	\$ 2,340.00	\$ -	\$ 4,647.50	\$ 5,362.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

19-00934-00-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
Grove Rd	058-6010		0.9 Miles E of Franklin St	Lake Decatur Sand Creek
W Mound Rd	058-3062		.44 Mi W of Macarthur	Stevens Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction Engineering Services for Grove Road Bridge Replacement and W Mound Rd Bridge Substructure Repairs

2. That there is hereby appropriated the sum of nineteen thousand, two hundred and thirty-----

----- Dollars (\$19,230.00) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kim Althoff

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Decatur at a meeting held on February 05, 2024

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5 day of February, 2024

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date

Department of Transportation

Public Works

DATE: 2/5/2024

MEMO: 2024-14

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Reyhan Bros., Inc., dba Sangamo Construction Company, and Appropriating Motor Fuel Tax Funds for the West Mound Road Bridge over Stevens Creek, Section Number 19-00935-00-BR City Project 2019-33

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution accepting a bid and approving the execution of a contract with Sangamo Construction Company and appropriating \$475,000 in Motor Fuel Tax funds to repair the substructure for the West Mound Road Bridge over Stevens Creek which represents the low bid amount of \$394,948.89 plus \$80,051.11 in project contingencies.

Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:

West Mound Road Bridge

During the inspection of the West Mound Road Bridge over Stevens Creek, significant spalling, delamination and cracking was found on the Northeast pier, the pier has deteriorated significantly from previous inspections. Under the National Bridge Inspection System (NBIS) guidelines required by the Federal Highway Administration, the new findings produced a substructure rating of “5” (Fair Condition) on a scale of 0-9 (0=Required Closure, 9=New). While the overall condition of the West Mound Road Bridge is in good condition with new beams and deck being replaced in 2007. The piers need to be repaired to preserve the structure. The bridge is currently safe for traffic with no restrictions.

Letting Results

The project scope and specifications were prepared by AECOM and approved by the Illinois

Department of Transportation (IDOT) for the use of Motor Fuel Tax funds. The project was advertised on December 20, 2023 and December 27, 2023 and bids were opened on January 12, 2024. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Sangamo Construction Company	\$394,948.89	(11.6%)
Engineer's Estimate	\$446,875.50	-----

Three contractors took out bid packages and one submitted a bid. Sangamo Construction Company provided the lowest responsible bid at 11.6% under the engineer's estimate. Sangamo has completed multiple bridge projects for the City. Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation (IDOT) for final approval in accordance with the rules governing the disbursement of State Motor Fuel Tax funds.

The proposed State Motor Fuel Tax funds authorization is \$475,000 which includes \$80,051.11 in project contingencies. The project contingency was set higher than usual due to quantities of concrete repair items can be highly variable from the estimates on the plans due to the inability to know the full depth of repairs required as deteriorated concrete is removed. The contractor will be required to remove all deteriorated concrete until sound concrete is found.

LEGAL REVIEW: The contracts are IDOT standard contracts and were reviewed by legal on August 30, 2023.

SCHEDULE:

Notice to proceed will be provided upon approval of the Contract by City Council. The work is expected to start this spring when water levels are low but may be delayed until summer.

PRIOR COUNCIL ACTION:

June 20, 2016 – The 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 that were known to City staff as having structural concerns. The following bridges were identified, including Center Street and Grove Road Bridges.

Mound Road / Spring Creek (East) Bridge (Reconstructed in 2017)

Mound Road / Spring Creek (West) Bridge (Currently under construction)

Mound Road / Spring Creek (Middle) Bridge (Currently under construction)

Center Street / Stevens Creek Bridge

Meadowlark Bridge

Taylor Road Bridge (Currently being designed for replacement in 2020)

Grove Road Bridge

Garfield Avenue Bridge / Illinois Central Railroad Yard
Garfield Avenue / 22nd Street Bridge
Country Club / Lake Decatur Bridge

September 3, 2019 - The City Council approved Resolution R2019-123 authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services Inc (AECOM) to perform bridge repair design services for the West Mound Road Bridge over Stevens Creek, SN 058-3062, for a fee not to exceed \$29,990.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: AECOM, Illinois Department of Transportation.

STAFF REFERENCE: Matt Newell, Public Works Director who will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the State Motor Fuel Tax Funds. It is proposed that a total project expenditure of \$475,000 be authorized which includes \$394,948.89 the low bid plus \$80,051.11 for project contingencies.

Staffing Impact: Staff time is allocated to manage the project.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Reyhan Bros., Inc. dba Sangamo Construction Company and Appropriating Motor Fuel Tax Funds for the West Mound Road Bridge over Stevens Creek, Section Number 19-00935-00-BR	Resolution Letter
2019-33 Council Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH REYHAN BROS., INC. DBA
SANGAMO CONSTRUCTION COMPANY AND APPROPRIATING MOTOR FUEL
TAX FUNDS FOR THE WEST MOUND ROAD BRIDGE OVER STEVENS CREEK
SECTION NO. 19-00935-00-BR
CITY PROJECT 2019-33**

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

Section 1. That the tabulation of bids received for City Project 2019-33, West Mound Road Bridge over Stevens Creek project be, and they are hereby, received and placed on file.

Section 2. That the bid of Reyhan Bros., Inc. dba Sangamo Construction Company be accepted, and a contract awarded accordingly, and that said contract between Reyhan Bros., Inc. dba Sangamo Construction Company and the City of Decatur is for a total amount of \$475,000.00.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Reyhan Bros., Inc. dba Sangamo Construction Company, attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$475,000.00.

Section 4. That there is hereby appropriated the sum of \$475,000.00 of Motor Fuel Tax funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

Section 5. That only those streets, highways; and operations as listed and described as part of the Mound Road Bridge Repair Project, are eligible for Motor Fuel Tax funds and shall be designated as Section 19-00935-00-BR.

Section 6. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 7. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit B and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 5th day of February, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk



Contractor's Name

Sangamo Construction Company

Contractor's Address

2100 East Moffat Avenue

City

Springfield

State

IL

Zip Code

62702

STATE OF ILLINOIS

Local Public Agency

City of Decatur

County

Macon

Section Number

19-00935-00-BR

Street Name/Road Name

Mound Road (FAU 7359)

Type of Funds

Motor Fuel Tax

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Mayor

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Decatur	Mound Road (FAU 7359)	Macon	19-00935-00-BR

- THIS AGREEMENT, made and concluded the 5th day of February 2024 between the City of Decatur, known as the party of the first part, and Sangamo Construction Company, its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 19-00935-00-BR in City of Decatur, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest:	The <u>City</u> of <u>Decatur</u>	
	Local Public Agency Type	Name of Local Public Agency
Clerk	Date	Party of the First Part
		Date

(SEAL)

(If a Corporation)

Corporate Name

By:	President, Party of the Second Part	Date

(SEAL)

(If a Limited Liability Corporation)

LLC Name

By:	Manager or Authorized Member, Party of the Second Part

(If a Partnership)

Partner	Date

Attest:	
Secretary	Date

(SEAL)

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part	Date



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
City of Decatur	Macon	Mound Road (FAU 7359)	19-00935-00-BR

Bond information to be returned to Local Public Agency at One Gary K Anderson Plaza
Complete Address

We, Sangamo Construction Company 2100 East Moffat Avenue Springfield, IL 62702
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
Three Hundred Ninety-four Thousand, Nine Hundred Forty-Eight Dollars and 89/100-----
Dollars (\$394,948.89) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of February, 2024 .
Day Month and Year

PRINCIPAL

Company Name	Company Name
<div></div>	<div></div>
By	By
Signature & Title	Signature & Title
<div></div>	<div></div>
Date	Date
<div></div>	<div></div>
Attest	Attest
Signature & Title	Signature & Title
<div></div>	<div></div>
Date	Date
<div></div>	<div></div>

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

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of February, 2024 .
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of SURETY
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of February, 2024 .
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

Approved this _____ day of February, 2024 .
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

Awarding Authority

City Council

Awarding Authority Signature

Date

Municipality

Local Public Agency Type

Clerk



Contractor's Name

Reyhan Bros., Inc. dba Sangamo Construction Company

Contractor's Address

2100 East Moffat Avenue

City

Springfield

State

IL

Zip Code

62702

Local Public Agency

City of Decatur

County

Macon

Section Number

19-00935-00-BR

Route(s) (Street/Road Name)

Mound Rd (FAU 7359)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
59000200	EPOXY CRACK INJECTION	FOOT	127.2	76.23	9,696.46
67100100	MOBILIZATION	L SUM	1	23,301.98	23,301.98
Z0012754	STR REP DP =< 5	SQ FT	299.7	445.52	133,522.34
Z0012755	STR REP CON DP OVER 5	SQ FT	38.9	507.00	19,722.30
Z0073200	TEMP SHORING AND CRIB	EA	37	5,285.15	195,550.55
X0323491	SLOPE WALL CRACK SEAL	FOOT	263.0	50.02	13,155.26
Bidder's Total Proposal					\$394,948.89

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

19-00935-00-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
West Mound Rd	058-3062		.44 Mi W of Macarthur	Stevens Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction of the repair to the substructure to the bridge

2. That there is hereby appropriated the sum of Four hundred and seventy five thousand and 00/100---------- Dollars (\$475,000.00) 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 AlthoffCityClerk 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 February 05, 2024.

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5 day of February, 2024.

Day

Month, Year

(SEAL, if required by the LPA)


Clerk Signature & Date

--

ApprovedRegional Engineer Signature & Date
Department of Transportation

--

Project Name: W. Mound Road Bridge Substructure Repair Project Number: 2019-33, Section (19-00935-00-BR) Bid Date: January 12, 2024 Time: 10:00 am Fund: Motor Tax Fuel Organization Code: 46484606 Object Code: 489050				Engineer's Estimate City Engineering Division		Sangamo Construction Company 2100 East Moffat Avenue Springfield, IL 62702 Contact Person Allan Rayhan Jr. (217) 544-9871	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
59000200	EPOXY CRACK INJECTION	127.2	FOOT	\$110.00	\$13,992.00	\$76.23	\$9,696.46
67100100	MOBILIZATION	1	L SUM	\$90,000.00	\$90,000.00	\$23,301.98	\$23,301.98
Z0012754	STR REP DP =< 5	299.7	SQ FT	\$155.00	\$46,453.50	\$445.52	\$133,522.34
Z0012755	STR REP CON DP OVER 5	38.9	SQ FT	\$250.00	\$9,725.00	\$507.00	\$19,722.30
Z0073200	TEMP SHORING AND CRIB	37	EACH	\$7,500.00	\$277,500.00	\$5,285.15	\$195,550.55
X0323491	SLOPE WALL CRACK SEALING	263	FOOT	\$35.00	\$9,205.00	\$50.02	\$13,155.26
TOTAL BIDS (AS CORRECTED)				\$446,875.50		\$394,948.89	
Percent Over Under ENGINEER'S ESTIMATE						-11.62%	


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

1/24/2024
 Date

Public Works

DATE: 2/5/2024

MEMO: 2024-17

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer
Robert Weil, P.E., Assistant City Engineer

SUBJECT: Resolution Authorizing the City Manager to Sign Loan Documents for a Five-Year Lead Service Line Replacement Project, City Project 2023-20

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution, which will authorize the City Manager to sign loan documents for a proposed five-year lead service line replacement project. The project would replace approximately 1,900 galvanized water service lines which are or were downstream of lead goosenecks, as required by law.

BACKGROUND:

The issue

In Decatur, only a few service lines have ever been constructed of all-lead material, and all known all-lead service lines have already been removed. However, lead goosenecks and galvanized pipes were commonly used for water service lines installed prior to 1940 and are still present in the system.

To meet Federal and State EPA guidelines, the City is required to remove lead goosenecks and galvanized water service lines which are or were downstream of lead goosenecks. Under US EPA guidelines, these are termed galvanized requiring replacement (GRR) service lines.

In the inventory submitted to the IEPA in 2023, which was primarily based on tap cards and maintenance records, there were 6,883 suspected GRR service lines identified in the City. Another 22 service lines had unknown material, which are considered as suspected lead service lines under Illinois law. The total number of service lines to be replaced is estimated to be 6,900. The attached map shows the general location of the suspected GRR service lines.

Assuming an approximate cost of \$10,000 per service line, the potential cost impact is \$69 million over a period of 20 years. However, it is likely that many of GRR service lines have already been replaced, either on the city side or the private side of the curb box or both. Many other GRR service lines are on vacant lots where houses have been demolished. The daylighting project

approved by Council in January will complete a statistically valid sample of the GRR service lines, which will aid in financial planning.

The unfunded mandate the city of Decatur (and thousands of other cities) face requires that we start replacing GRR service lines by 2027. Illinois state law requires that the replacement program be completed in 20 years. However, a proposed federal rule would require the replacement program to be completed in 10 years. The Illinois State Section of the American Water Works Association is commenting on the proposed federal rule, advocating that the timeline should match that already established in Illinois. As a practical matter, the city has already started replacing these service lines (throughout Johns Hill, as part of major infrastructure projects, and through the city's recently approved cost-share program). But the mandate will mean we have to scale-up our level of activity.

The opportunity

Although the lead service line replacement laws represent an “unfunded mandate”, there appear to be some immediate grant opportunities, especially if the City initiates its replacement program in 2025 or 2026, as opposed to the required start date of 2027.

The Illinois Environmental Protection Agency has been actively encouraging water utilities to seek funding from the State Revolving Fund (SRF) for lead service line replacement. A draft rule for lead service line replacement funding priorities has been published in the **Illinois Register**, and this rule would heavily prioritize funding for low-income census tracts. As a result, the City may be able to obtain “principal forgiveness loans” (in effect, grant funding) for replacement projects in the most eligible census tracts. The attached five-year galvanized service line replacement project plan would replace the estimated 1,899 water service lines in census tracts which are expected to score highly for principal forgiveness loan funding under the draft rule. This would represent at least 25% of the inventory of suspected galvanized service lines requiring replacement.

By accelerating the program to begin in 2025 or 2026, the City of Decatur may be in a better position to receive federal funds, if other states and agencies are not able to move forward with projects in the fiscal year established to obligate those funds. Lisa Bonnett, the City’s adviser on water finances and government affairs, has highly recommended the approach to get in early and secure as much funding as possible.

As was done in the Johns Hill neighborhood, water service line replacement will be coordinated with the City’s ongoing neighborhood revitalization efforts. Neighborhood meetings will be held to make people aware of the program and how they will be affected including funding opportunities for the replacement of their services.

The resolution

The requested action by the City Council does not authorize any construction, nor does it approve the use of any grant funds. The resolution simply authorizes the City Manager to sign the preparatory loan documents for the project. If the project is selected for funding and terms are acceptable, the final loan documents will be presented to the City Council for approval.

The City of Decatur has successfully completed many projects using funds from the **IEPA SRF** 381

loan process.

PRIOR COUNCIL ACTION:

1. **January 17, 2023** – City Council also approved a cost-sharing program for replacement of water service lines affected by lead materials. The program is published on the City’s web page at Lead Elimination & Water Service Line Replacement Program - City of Decatur, IL (decaturil.gov)
2. **December 4, 2023** – City Council approved the proposed 2024 Capital Improvements Plan, which includes a budget of \$643,500 from Fund 81, Water Capital Fund, for the Lead Service Line Replacement program.
3. **January 16, 2024** – City Council awarded a contract to Hoerr Construction, Inc. in the amount of \$307,825 to daylight lead service lines.

POTENTIAL OBJECTIONS: There are no known objections to this resolution

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer, and Robert Weil, Assistant City Engineer (Water Utility). 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: There is not yet a complete picture of the true budget impact. This will become clearer as we refine the GRR inventory and determine available grant or loan funding opportunities.

Staff Impact: A significant dedication of staff time would be required to successfully implement the project. As described in the attached project plan, this staff work represents the City cost share for the project. Current approved staffing levels should be sufficient to accomplish the project.

ATTACHMENTS:

Description	Type
Resolution Authorizing the City Manager to Sign Loan Documents for a Five-Year Lead Service Line Replacement Project, City Project 2023-20	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN LOAN
DOCUMENTS FOR A FIVE-YEAR LEAD WATER SERVICE LINE PROJECT,
CITY PROJECT 2023-20**

WHEREAS, application provisions for loans from the State of Illinois Public Water Supply Loan Program require an authorized representative be designated to sign loan documents and supporting documents; and

WHEREAS the City of Decatur may be eligible to receive low-interest, no-interest, or principal-forgiveness loans to replace lead service lines in census tracts that meet certain funding criteria.

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

Section 1. That Scot Wrighton, City Manager, or successor is hereby authorized to sign all loan forms and documents.

PRESENTED and ADOPTED this 5th day of February 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

City of Decatur Lead Service Line Replacement Program Project Location

20

Oreana

N



Bearsdale

51

12

70

N Wykes Rd

West College

SA

Wykes
Corners

Airport Park

Decatur Airport

E US

121

Turpin

Elwin

51

Esri, HERE, Garmin, SafeGra

**Geometric center of GRR
service lines:**
39°50'48.43"N
88°57'14.10"W

Page 265 of 381

GRR Service Lines

- Yes
- Unknown
- No

Public Works

DATE: 1/25/2024

MEMO: 2024-19

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –1990 East Grove Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 1990 East Grove Road be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1990 East Grove Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1990 EAST GROVE ROAD**

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

LOT 4 OF GUSTINS SIXTEENTH SUBDIVISION, AS PER PLAT RECORDED IN BOOK 958
PAGE 117 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN# 17-12-25-376-004

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Stephen M. Borgie
Juanita F. Borgie

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1990 East Grove Road, and legally described as follows:

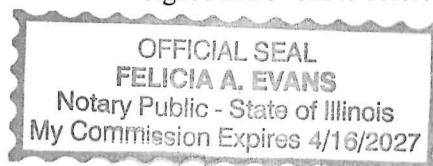
LOT 4 OF GUSTINS SIXTEENTH SUBDIVISION, AS PER PLAT RECORDED IN BOOK 958 PAGE 117 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-25-376-004

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>S. M. Borgie</u>	<u>Stephen M Borgie</u>	<u>1990 East Grove Rd</u>
<u>Juanita F. Borgie</u>	<u>Juanita F. Borgie</u>	<u>Decatur, Ill. 62521</u>
		<u>1990 E. Grove Rd</u>
		<u>Decatur, IL 62521</u>

Signed and sworn to before me this 11th day of January, 2024



Felicia A. Evans
Notary Public

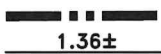
(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1990 East Grove Road



indicates territory annexed



indicates existing corporate limits

1.36± acres

AREA 0.00213± sq. miles

885± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



City Engineer — DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 270 of 381

Public Works

DATE: 1/25/2024

MEMO: 2024-20

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2909 South Laura Street

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2909 South Laura Street be approved.

BACKGROUND:

The subject property is being annexed due to citizens wanting City water services.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2909 South Laura Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2909 SOUTH LAURA STREET**

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

LOTS ONE (1) AND TWO (2) OF MCCAULEY'S RESURVEY, AS PER PLAT RECORDED IN BOOK 802 ON PAGE 92 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS. COMMONLY KNOWN AS 2909 SOUTH LAURA STREET.

PIN# 17-12-35-101-010 AND 17-12-35-101-011

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Beverly A. VanRheeden

Russell E. VanRheeden

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2909 South Laura Street, and legally described as follows:

LOTS ONE (1) AND TWO (2) OF MCCAULEY'S RESURVEY, AS PER PLAT RECORDED IN BOOK 802 ON PAGE 92 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS. COMMONLY KNOWN AS 2909 SOUTH LAURA STREET.

PIN # 17-12-35-101-010 AND 17-12-35-101-011

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

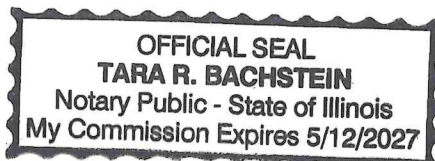
SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

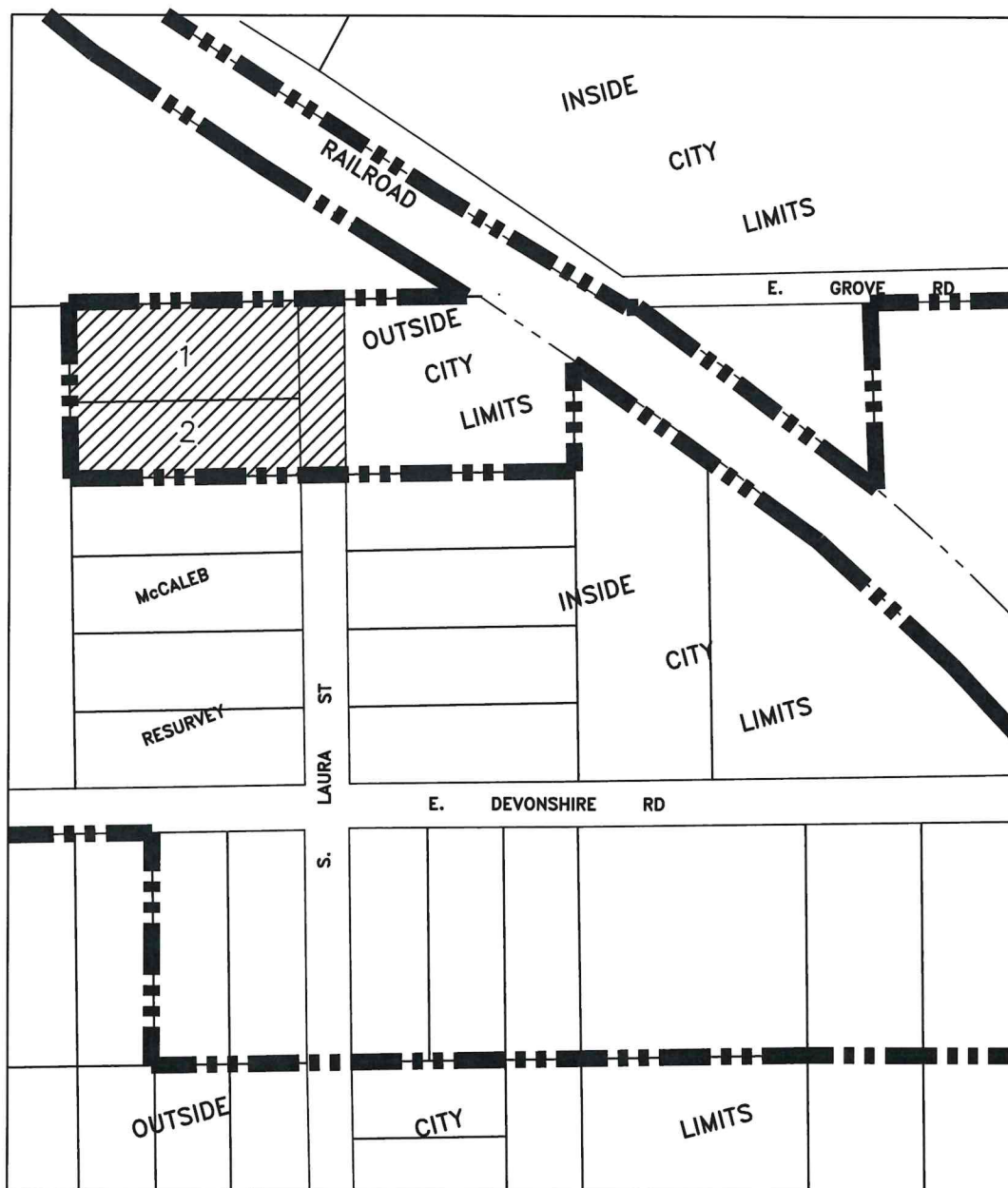
Beverly A. VanRheeden Beverly A. VanRheeden 2909 S. Laura St. Decatur, IL
Russell E. VanRheeden Russell E. VanRheeden 2909 S Laura St, Decatur, IL

Signed and sworn to before me this 17th day of January, 20 24



Tara R. Bachstein
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2909 SOUTH LAURA STREET



indicates territory annexed



indicates existing corporate limits

1.55± acres

AREA 0.00242± sq. miles

180± lin. ft. of public road

SOUTH WHEATLAND township



City Engineer — DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2024

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 275 of 381

Public Works

DATE: 1/25/2024

MEMO: 2024-21

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2234 Mesa Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2234 Mesa Drive be approved.

BACKGROUND:

The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2234 Mesa Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2234 MESA DRIVE**

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

LOT TEN (10) OF LAKEWOOD HEIGHTS, AN ADDITION TO THE CITY OF DECATUR AS PER PLAT RECORDED IN BOOK 300, PAGE 318, OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-201-006

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Karen Sadomytschenko

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2234 Mesa Drive, and legally described as follows:

LOT TEN (10) OF LAKEWOOD HEIGHTS, AN ADDITION TO THE CITY OF DECATUR AS PER PLAT RECORDED IN BOOK 300, PAGE 318, OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-201-006

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

SIGNATURE

PRINTED NAME

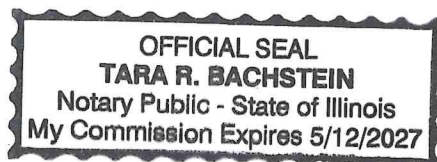
STREET ADDRESS, CITY, STATE

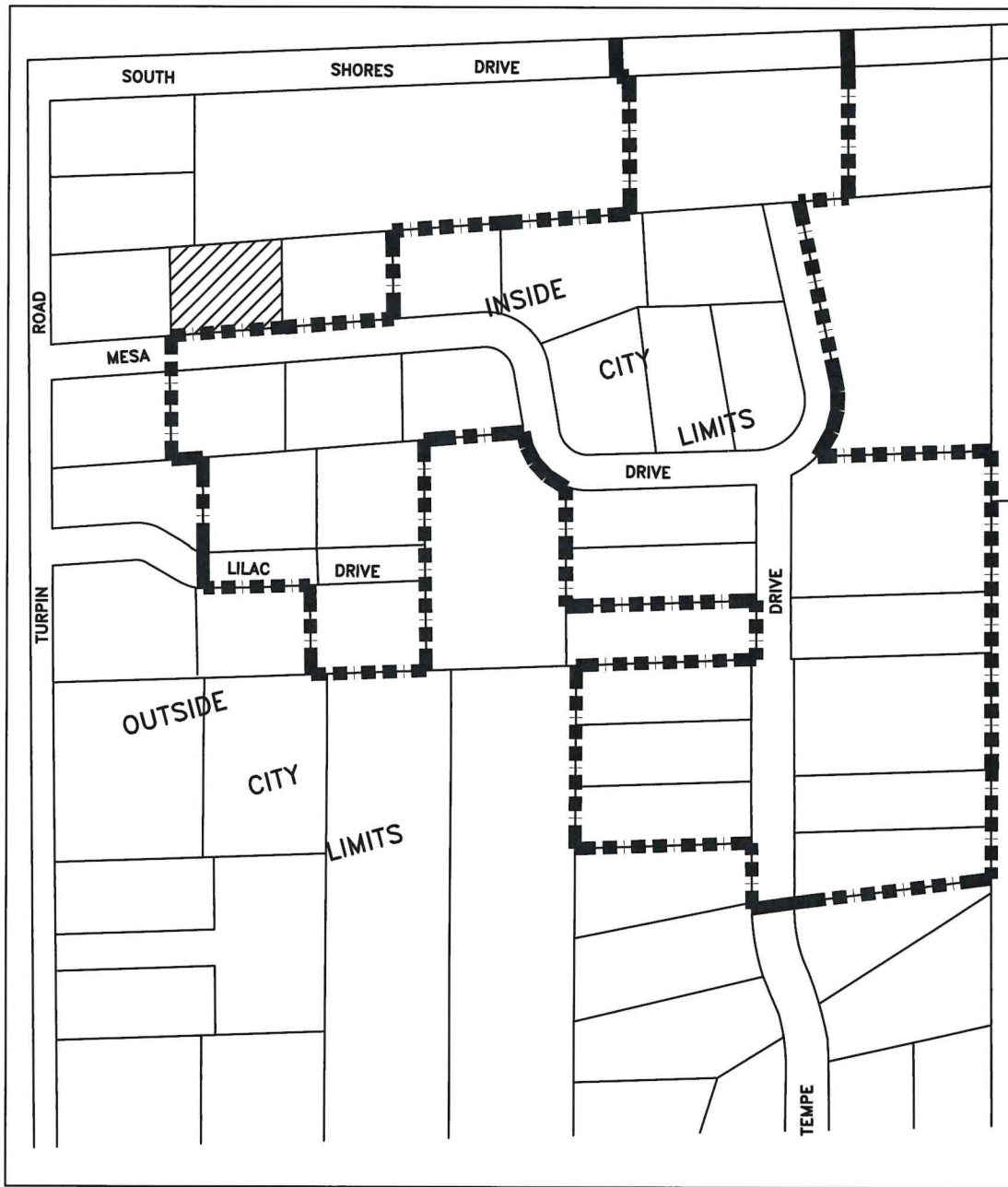
Karen Sadomytschenko Karen Sadomytschenko 2234 Mesa Dr, Decatur, IL

Signed and sworn to before me this 16th day of January, 20 24

Tara R. Bachstein
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2234 MESA DRIVE



indicates territory annexed



indicates existing corporate limits

0.42± acres

AREA 0.00066± sq. miles

0± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 280 of 381

Public Works

DATE: 1/25/2024

MEMO: 2024-22

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2180 South Shores Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2180 South Shores Drive be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2180 South Shores Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2180 SOUTH SHORES DRIVE**

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

THAT PART OF LOT ONE (1) OF DECLAIRE AS PER PLAT RECORDED IN BOOK 958, PAGE 74 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, LYING SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M., EXCEPT THE FOLLOWING DESCRIBED PORTION OF THE FOREGOING TRACT: COMMNECING AT A POINT 152 FEET NORTH OF A STONE AT THE SOUTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 25, SAID POINT BEING AT THE NORTHEAST CORNER OF A TRACT DESIGNATED "SCHOOL" ON SAID PLAT; THENCE NORTH 525.8 FEET TO A STONE AT THE NORTHEAST CORNEROF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 25; THENCE WEST 260 FEET; THENCE SOUTH TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF S.A. ROUTE 31, SAID POINT BEING 260 FEET WEST OF THE SOUTHEAST CORNER OF SAID "SCHOOL" TRACT; THENCE EAST 12.5 FEET TO THE SOUTHWEST CORNER OF SAID "SCHOOL" TRACT; THENCE NORTH 132 FEET TO THE NORTHWEST CORNER OF SAID "SCHOOL" TRACT; THENCE EAST 247.50 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-25-377-019

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2180 South Shores Drive, and legally described as follows:

THAT PART OF LOT ONE (1) OF DECLARE AS PER PLAT RECORDED IN BOOK 958, PAGE 74 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, LYING SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M., EXCEPT THE FOLLOWING DESCRIBED PORTION OF THE FOREGOING TRACT: COMMNECING AT A POINT 152 FEET NORTH OF A STONE AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 25, SAID POINT BEING AT THE NORTHEAST CORNER OF A TRACT DESIGNATED "SCHOOL" ON SAID PLAT; THENCE NORTH 525.8 FEET TO A STONE AT THE NORTHEAST CORNER OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 25; THENCE WEST 260 FEET; THENCE SOUTH TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF S.A. ROUTE 31, SAID POINT BEING 260 FEET WEST OF THE SOUTHEAST CORNER OF SAID "SCHOOL" TRACT; THENCE EAST 12.5 FEET TO THE SOUTHWEST CORNER OF SAID "SCHOOL" TRACT; THENCE NORTH 132 FEET TO THE NORTHWEST CORNER OF SAID "SCHOOL" TRACT; THENCE EAST 247.50 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

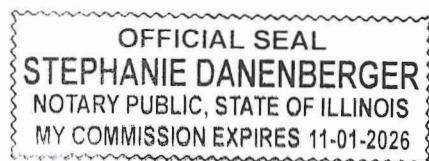
PIN # 17-12-25-377-019

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

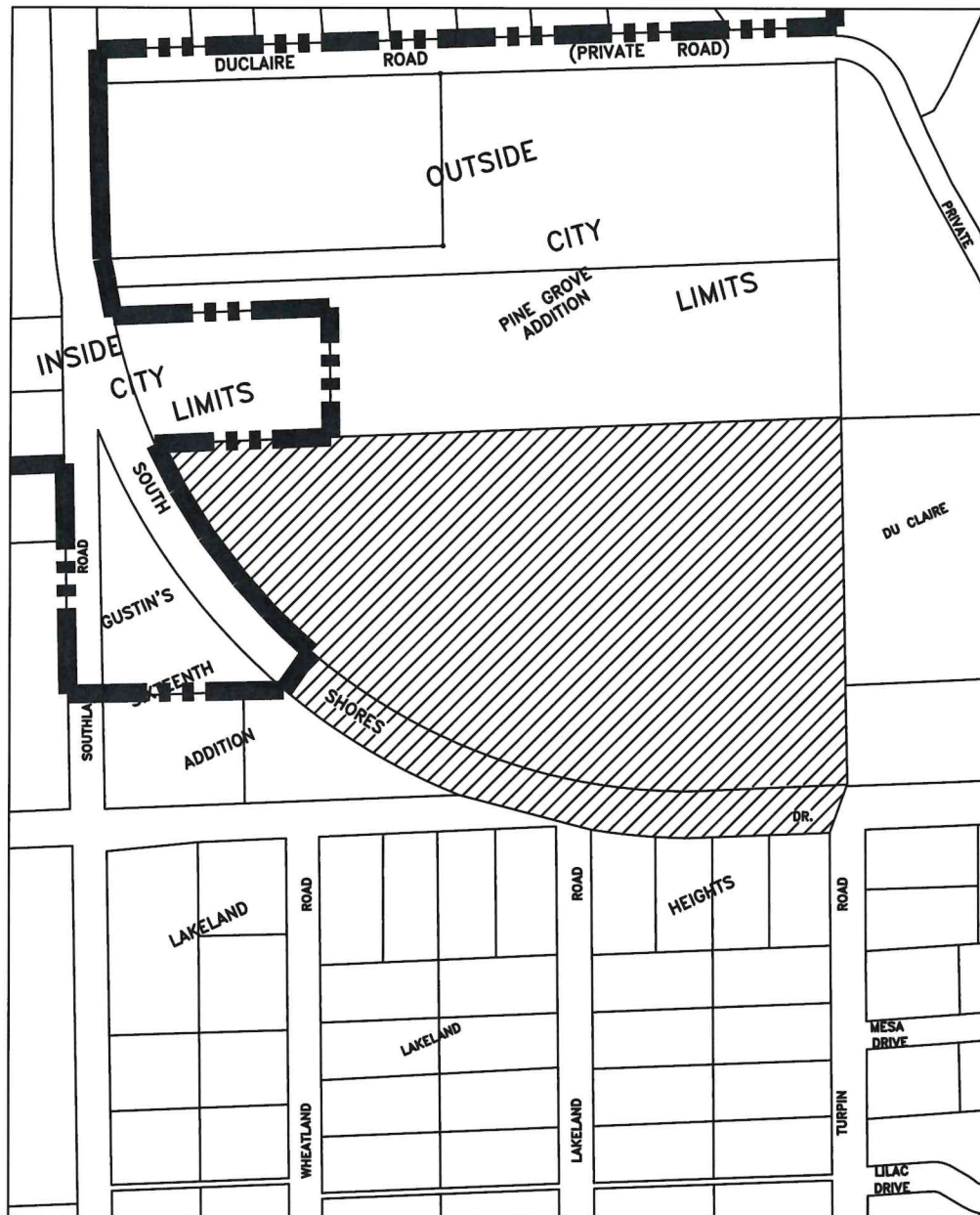
SIGNATURE **PRINTED NAME** **STREET ADDRESS, CITY, STATE**

Mitchell Tyus MITCHELL TYUS 35 PALOMINO RD
Springfield IL 62702

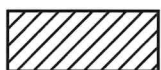
Signed and sworn to before me 17 day of January, 20 24



Stephanie Danenberger
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2180 SOUTH SHORES DRIVE



indicates territory annexed



indicates existing corporate limits

12.55± acres

AREA 0.0196± sq. miles

530± lin. ft. of public road

SOUTH WHEATLAND township



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DATE: _____ Page 285 of 381

Exhibit B

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Public Works

DATE: 1/25/2024

MEMO: 2024-23

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –3062 Tempe Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3062 Tempe Drive be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3062 Tempe Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3062 TEMPE DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Rebecca M. Scribner, Stephen P. Scribner, and Kristien K. Pruemer, requesting that there be annexed to the City territory described as:

LOT THIRTEEN (13) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-204-008

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Stephen P Scribner
Kristein K Prumier

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3062 Tempe Drive, and legally described as follows:

LOT THIRTEEN (13) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-204-008

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Rebecca Scribner Rebecca M Scribner 2254 Mesa Dr

Signed and sworn to before me this 10th day of January, 2024



Felicia A. Evans
Notary Public

(Rev. 12/2014)

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3062 Tempe Drive, and legally described as follows:

LOT THIRTEEN (13) OF SOUTHLAKE ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-204-008

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

SIGNATURE

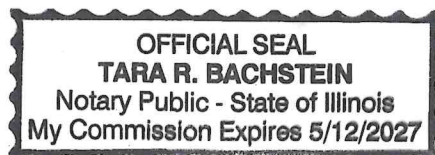
PRINTED NAME

STREET ADDRESS, CITY, STATE

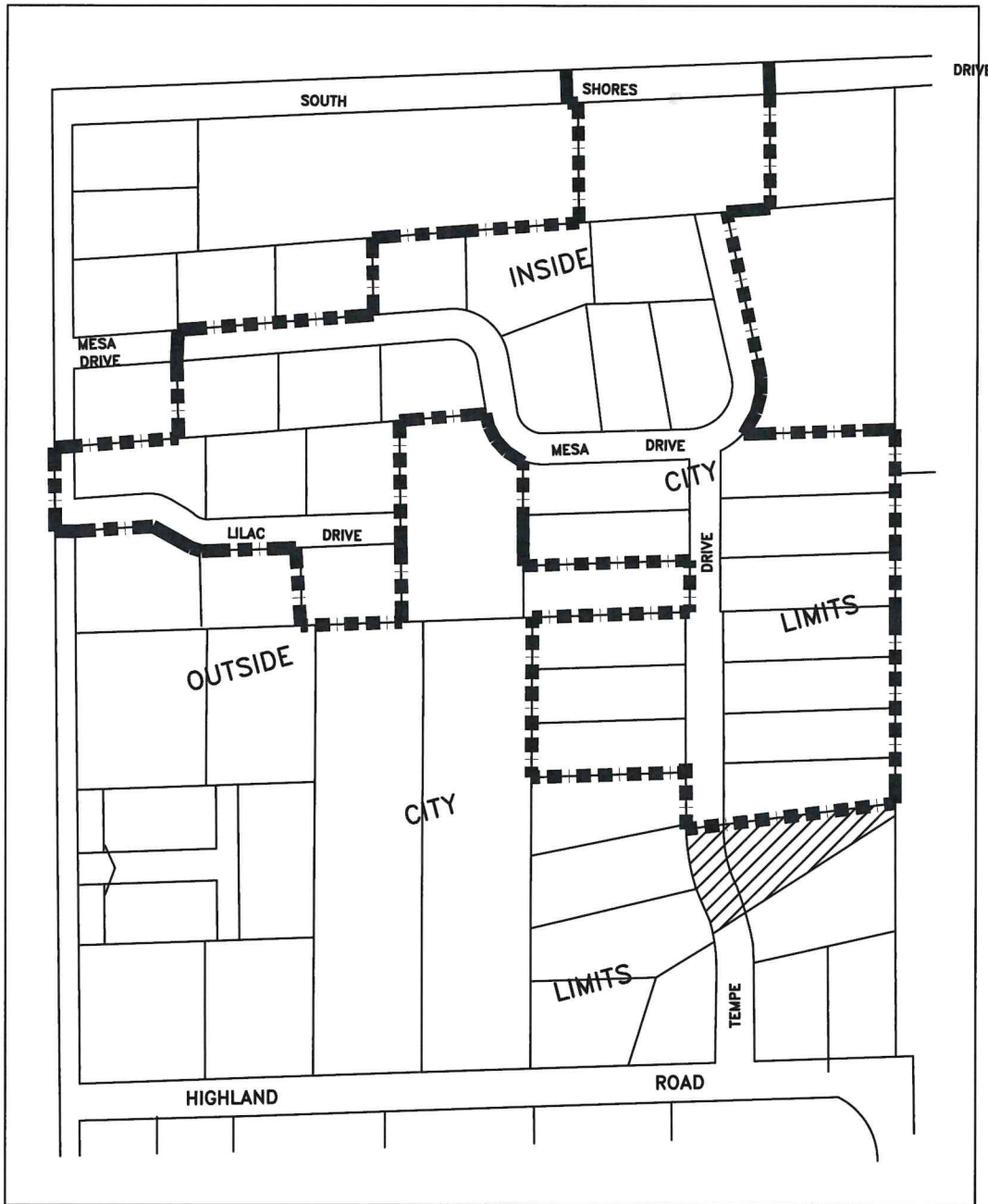
<u>Stephen P. Scribner</u>	<u>Steve Scribner</u>	<u>3062 Tempe Dr.</u>
<u>Kristien Pruemer</u>	<u>Kristien Pruemer</u>	<u>3062 Tempe Dr. Decatur, IL 62521</u>

Signed and sworn to before me this 17th day of January, 20 24

Tara R. Bachstein
Notary Public



(Rev. 12/2014)



**PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3062 TEMPE DRIVE**



indicates territory annexed



indicates existing corporate limits

0.45± acres

AREA 0.00070± sq. miles

135± lin. ft. of public road

SOUTH WHEATLAND township



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

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 291 of 381

City Clerk

DATE: 2/1/2024

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal

SUMMARY RECOMMENDATION: It is recommended that the proposed ordinance revision be approved to reflect that some local private haulers plan to provide premium yard waste collection services in containers larger than the ones that will be used by persons who only utilize the seasonal yard waste services provided under "Basic Service."

BACKGROUND:

The recently adopted changes to Chapter 56 keep in place limits on the size of containers used for yard waste only. This is appropriate for yard waste services provided under "Basic Services" for 6 weeks in the Spring and another 6 weeks in the Fall. However, local private haulers are at liberty to offer different premium yard waste services to those customers who want yard waste collection at other times of the year, and have decided that the best way to do this is by distributing 96-gallon "yard waste only" containers. This was not anticipated by the December code changes. The recommended revision clarifies that the limitation on yard waste container size only applies to customers with "Basic Service."

Both GFL and Waste Management are taking a similar approach to their premium yard waste option. Waste Management's customer letter is included in the packet. A representative of Waste Management plans to attend the Monday meeting in the event council members have questions.

ATTACHMENTS:

Description	Type
Memo - Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal	Cover Memo
Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal	Ordinance
Backup Material - Letter from Waste Management	Backup Material

**CITY COUNCIL MEMORANDUM
NO. 2024-**

January 29, 2024

TO: Honorable Mayor Moore Wolfe

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 56 – Refuse and Recyclables Removal

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 56, Section 8.

BACKGROUND: Staff requests that Council pass the proposed ordinance amendments to Chapter 56, Section 8 Approved Containers to clearly articulate the container size for landscape waste for Basic Service.

RECOMMENDATION: Staff recommends the suggested language amendment to Chapter 56, Section 8.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE AMENDING CITY CODE
- CHAPTER 56 –
- REFUSE AND RECYCLABLES REMOVAL –

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

Section 1. That Chapter 56 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 8 so that Section 8 as so modified and amended, shall provide as follows:

...8. **APPROVED CONTAINERS....**

...B. Approved containers for landscape waste for Basic Service, other than limbs, branches and wood, are the following:

- (a) 33 gallon paper bags designed for composting purposes; or,
- (b) Metal or impact resistant plastic water-tight cans of not less than 15 or more than 32 gallon capacity with tight fitting lids and at least two opposing exterior handles, marked with an approved yard waste only sticker.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of February, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2024.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 56

- REFUSE AND RECYCLABLES REMOVAL-

...8. APPROVED CONTAINERS....

...B. Approved containers for landscape waste for Basic Service, other than limbs, branches and wood, are the following:

- (a) 33 gallon paper bags designed for composting purposes; or,
- (b) Metal or impact resistant plastic water-tight cans of not less than 15 or more than 32 gallon capacity with tight fitting lids and at least two opposing exterior handles, marked with an approved yard waste only sticker.



Dear WM Customer,

We are writing to inform you that in addition to our basic yard waste collection, we are also offering a Premium Yard Waste Service to our Decatur, Ill., customers.

Basic Yard Waste Service included in the base rate of \$ 23.50 per month includes:

Basic Yard Waste Season

- April 1, 2024 through May 12, 2024; November 1 through December 12 – weekly yard waste collection including unlimited amounts of yard waste bags or approved containers. Bags and containers must be clearly marked as **Yard Waste Only**.

In addition, residents may subscribe to **Premium Yard Waste** service which includes a 96-gallon cart for yard waste storage and collection.

Premium Yard Waste Season - \$120

- April 1, 2024 through May 12, 2024; November 1 through December 12 – weekly yard waste collection of the contents of the cart, plus unlimited amounts of yard waste bags or approved containers. Bags and containers must be clearly marked as **Yard Waste Only**.
- March 1st through March 31, 2024; May 12, 2024 through October 31, 2024 - weekly yard waste collection (**cart contents only**). Additional bags or containers marked as **Yard Waste Only**, will be collected for an additional \$5 each.

You may subscribe to the Premium Yard Waste Service through our Chat feature or email at www.wm.com, or by calling (800) 796-9696.

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
List of properties to be demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-04

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: February 5, 2024

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of five (5) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1253 W Green

1743 E Johns

1650 N Main

675 W Packard

1224 N Van Dyke

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the best interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 5th day of February, 2024.

Mayor Julie Moore Wolfe

ATTEST: _____

Kim Althoff, City Clerk

Council Memo February 5, 2024

Resolution Authorizing Actions Regarding Unsafe Structures

Green, 1253 W. This property was posted Unfit for Human Habitation in January 2022. Exterior of house has numerous violations including roof, gutters, windows, doors, peeling/chipping paint.

Johns, 1743 E. This property was posted as Unfit for Human Habitation in April 2023. House has been deemed unfit for human habitation due to not having active water, power, or gas. Roof is caving in, exposed brick on foundation, siding falling off, open or broken windows, inside full of rubbish.

Main, 1650 N. This property was posted as Unfit for Human Habitation in July 2023. House has several interior and exterior violations that need to be brought to minimum code.

Packard, 675 W. This property was posted as Unfit for Human Habitation in May 2023. Property with multiple visible exterior violations: roof damaged in several spots with tarps/coverings/wood in multiple spots along with damaged rear portion; damaged soffits; boarded window; broken rear door; damaged parts of front porch; peeling and chipping paint.

Van Dyke, 1224 N. This property was posted Unfit for Human Habitation in June 2021. House has several interior and exterior violations that need to be brought to minimum code.

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 1242 N. Monroe St

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: February 5th, 2024

SUBJECT: Resolution Authorizing the Execution of Agreement for Demolition of vacant buildings with Steve’s Trucking at 2052 E. William St, 945 E. William St, 1242 N. Monroe St, and 524 S. Haworth St.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 2052 E. William St, 945 E. William St, 1242 N. Monroe, and 524 S. Haworth were put out for bid along with 22 other structures. 2052 E. William St, 945 E. William St, 1242 N. Monroe St, and 524 S. Haworth all crossed the threshold for Council Approval.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Kelly Hamilton, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE'S TRUCKING FOR THE DEMOLITION OF 1242 N. MONROE ST**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1242 N. Monroe St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of \$25,677.00 for 1242 N. Monroe St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve's Trucking for their total bid price of \$25,677.00.

PRESENTED and ADOPTED this 5th day of February, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 1242 N. Monroe		Steve's Trucking Decatur, IL		JRH Services Decatur, IL		S. Shafer Excavating Pontoon Beach, IL		Hutchins Excavating Decatur, IL	
12/20/2023									
Time: 9:00 a.m.									
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition	\$25,677.00	\$26,600.00	\$21,800.00	\$27,500.00				
	Plumbing	\$0.00	\$0.00	\$5,500.00	\$0.00				
TOTAL		\$25,677.00	\$26,600.00	\$27,300.00	\$27,500.00				

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 2052 E. William St

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE'S TRUCKING FOR THE DEMOLITION OF 2052 E. WILLIAM ST**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 2052 E. William St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of \$24,575.00 for 2052 E. William St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve's Trucking for their total bid price of \$24,575.00.

PRESENTED and ADOPTED this 5th day of February, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 2052 E. William 12/20/2023 Time: 9:00 a.m.		Steve's Trucking Decatur, IL	Hutchins Excavating Decatur, IL	S. Shafer Excavating Pontoon Beach, IL	JRH Services Decatur, IL
Description		Unit Price	Unit Price	Unit Price	Unit Price
Demolition		\$24,575.00	\$30,000.00	\$26,000.00	\$32,000.00
Plumbing		\$0.00	\$0.00	\$5,500.00	\$0.00
TOTAL		\$24,575.00	\$30,000.00	\$31,500.00	\$32,000.00

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 945 E. William St

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE’S TRUCKING FOR THE DEMOLITION OF 945 E. WILLIAM ST**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 945 E. William St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve’s Trucking in the amount of \$23,893.00 for 945 E. William St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve’s Trucking for their total bid price of \$23,893.00.

PRESENTED and ADOPTED this 5th day of February, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 945 E. William 12/20/2023 Time: 9:00 a.m.		Steve's Trucking Decatur, IL	JRH Services Decatur, IL	Hutchins Excavating Decatur, IL	S. Shafer Excavating Pontoon Beach, IL
Description		Unit Price	Unit Price	Unit Price	Unit Price
Demolition		\$23,893.00	\$26,625.00	\$27,000.00	\$24,000.00
Plumbing		\$0.00	\$0.00	\$0.00	\$3,500.00
TOTAL		\$23,893.00	\$26,625.00	\$27,000.00	\$27,500.00

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 524 S. Haworth St

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE’S TRUCKING FOR THE DEMOLITION OF 524 S. HAWORTH ST**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 524 S. Haworth St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve’s Trucking in the amount of \$23,103.00 for 524 S. Haworth St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve’s Trucking for their total bid price of \$23,103.00.

PRESENTED and ADOPTED this 5th day of February, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 524 S. Haworth 12/20/2023 Time: 9:00 a.m.		Steve's Trucking Decatur, IL	Hutchins Excavating Decatur, IL	JRH Services Decatur, IL	S. Shafer Excavating Pontoon Beach, IL
Description		Unit Price	Unit Price	Unit Price	Unit Price
Demolition		\$23,103.00	\$28,000.00	\$28,000.00	\$35,000.00
Plumbing		\$0.00	\$0.00	\$0.00	\$3,500.00
TOTAL		\$23,103.00	\$28,000.00	\$28,000.00	\$38,500.00

Public Works

DATE: 1/29/2024

MEMO: 2024-13

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

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

SUBJECT: Resolution Authorizing a Professional Services Agreement with Lisa Bonnett

SUMMARY RECOMMENDATION:

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

BACKGROUND:

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

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

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

SCHEDULE:

The proposed agreement is for one year, from February 15, 2024, to February 14, 2025.

PRIOR COUNCIL ACTION:

February 6, 2023 – The City Council authorized Resolution No. R2023-22 for an agreement with

Lisa Bonnett to provide consulting services for water projects and funding.

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

INPUT FROM OTHER SOURCES: Lisa Bonnett

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

BUDGET/TIME IMPLICATIONS:

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

Staffing Impact: Staff time has been allocated for this.

ATTACHMENTS:

Description	Type
Professional Services Agreement with Lisa Bonnett	Resolution Letter
Lisa Bonnett Resume	Backup Material

RESOLUTION NO. _____

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

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

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

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

PRESENTED and ADOPTED this 5th day of February 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A

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

1. The consultant, Lisa Bonnett, agrees to provide intergovernmental services to the city of Decatur as detailed in the attached scope of services, commencing February 15, 2024, and ending February 14, 2025.
2. The City of Decatur agrees to pay the consultant, Lisa Bonnett, a flat, fixed fee every month in the amount of three thousand dollars (\$3,000.00) per month based on invoices submitted by the consultant. The fee is a fixed and all-inclusive fee, covering all of the consultant's time, overhead, travel, supplies and other costs. The total fee paid under this agreement will not exceed thirty-six thousand dollars (\$36,000) during its first year.
3. The consultant, Lisa Bonnett, will provide written quarterly reports to the city detailing programmatic progress, funding secured, and other updates.
4. Either party may terminate this agreement by providing sixty (60) days written notice.

FOR THE CITY OF DECATUR, ILLINOIS

FOR THE CONSULTANT

_____.

_____.

ATTEST:

ATTEST:

_____.

_____.

DATE: _____.

DATE: _____.

SCOPE OF SERVICES FOR WATER RESOURCES INTERGOVERNMENTAL CONSULTANT

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

LISA BONNETT

4604 Kaskaskia Rd, Waterloo, IL 62298: 217/836-4431: lkb1084@yahoo.com

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

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

Skills

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

Experience

- Environmental and Financial Consulting, July 2018 – Present
 - Serve as Adjunct Lecturer at the University of Illinois at Chicago, College of Business. Developed and delivered an ESG Finance Workshop for municipal leaders to provide them with the knowledge and tools needed to lead effective climate action in their communities. Currently working with UIC, College of Business to develop and deliver a Master's level Certificate on Sustainable Business.
 - Provide environmental and finance consulting services to the City of Decatur for water resource projects. Worked with Decatur leadership to secure a \$9.9 million federal grant from U.S. Department of Agriculture's national Regional Conservation Partnership Program to support Lake Decatur water quality initiatives.
 - Lead team that drafted legislation to designate the Illinois Finance Authority as the Illinois Climate Bank. Public Act 102-0662 was enacted and signed into law on September 15, 2021.
 - Lead the AAA-rated \$500 million 2020 Series Green Bonds transaction for the Illinois Clean Water State Revolving Fund program on behalf of the Illinois Finance Authority and the Illinois Environmental Protection Agency, providing \$643 million in bond proceeds and premium to finance low-interest loans to units of local governments for essential drinking water and wastewater infrastructure projects.
 - Lead the State of Illinois' first Green Bond transaction with the AAA-rated \$450 million 2019 Series Green Bonds transaction for the Illinois Clean Water State Revolving Fund program, providing \$533 million in bond proceeds and premium to finance drinking water and wastewater infrastructure projects.
 - Lead the development of a direct loan program for the Illinois Finance Authority to provide low-interest loans to municipal-owned natural gas utilities that experienced a large price spike for natural gas due to an extreme weather event in February 2021 that impacted the supply of natural gas.
 - Facilitated the City of Joliet application for a Water Infrastructure Finance and Innovation Act loan for an alternative water source project, resulting in a federal loan award of \$308 million, with a not to exceed 35-year term and with a single fixed interest rate established at closing based on the US Treasury rate.
- Director, Illinois Environmental Protection Agency, March 2013 — June 2016 (Served as Interim Director March 2011 - October 2011)

Cabinet member responsible for leading the Governor's environmental regulatory programs in a manner that promoted economic and job growth, while also protecting human health and the environment. Developed and implemented a \$2 billion, stand-alone "AAA" credit, low-interest financing program for local governments to upgrade and expand sewer and drinking water infrastructure. Responsible for \$2.6 billion annual budget, and management of 750 professionals.
- Deputy Director, Illinois Environmental Protection Agency, January 2008 - March 2013

Chief Operating Officer responsible for implementing Illinois' environmental regulatory and enforcement programs; and for oversight of the budgetary and business functions.
- Chief Financial Officer, Illinois Environmental Protection Agency — 1995-2007

Managed \$2 billion annual budget; served as chief advisor to the Director on financial issues; and provided testimony before Illinois legislature in support of annual operating and capital appropriations.

Municipal Services

DATE: 1/29/2024

MEMO: 2024-25

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager

Matt Newell, Public Works Director

Byron Bowman, Municipal Services Manager

Chris Bergschneider, Fleet Supervisor

SUBJECT: Resolution Authorizing Acceptance of a Sourcewell Contract for the Purchase of One (1) Backhoe Loader from Altorfer, Inc.

SUMMARY RECOMMENDATION: Staff recommends awarding a Sourcewell contract in the amount of \$125,939.00 to Altorfer Inc., to furnish one (1) CAT Backhoe Loader.

BACKGROUND:

The Public Works, Municipal Services Division, has requested a new Backhoe Loader to replace an existing Backhoe Loader used for violation cleanup response, and tree removal and trimming.

The unit being traded in is unit 280, a 2009 John Deere 310SJ. It is selected to trade-in due to its age and condition. Unit 280 has 6,493 hours.

The replacement vehicle is estimated to be delivered in 16-20 weeks.

This item was judged to be routine and a consent item because this expenditure was included/anticipated in the city's budget, the contract price is in line with the budget note, and the vendor meets all requirements.

PRIOR COUNCIL ACTION:

None.

DISPOSAL OF REPLACED UNIT: The old unit is to be traded in as part of the purchase.

POTENTIAL OBJECTIONS: There are no known objections.

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

STAFF REFERENCE: Matt Newell, Public Works Director, Chris Bergschneider, Fleet Supervisor, Page 920 of 381

Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Funding for the expenditure is provided in the FY2024 Budget.

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

ATTACHMENTS:

Description	Type
Altorfer Backhoe Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF A SOURCEWELL CONTRACT
FOR THE PURCHASE OF ONE (1) BACKHOE LOADER FROM ALTORFER, INC.**

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

Section 1. That the Sourcewell Bid to Altorfer, Inc. quote received for one (1) CAT 420-07 Backhoe Loader, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell Bid from Altorfer, Inc., in the amount of \$125,939.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Altorfer, Inc., for their quote price of \$125,939.00.

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

PRESENTED and ADOPTED this 5th day of February 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

January 26th, 2024**City of Decatur**2600 North Jasper Street
Decatur, IL 62526-4703City of Decatur
Decatur, Illinois

Account # 66300

We are pleased to provide the following proposal for your review:

One (1) New CAT® 420-07 Backhoe Loader*Includes the following standard equipment and options:*

Sound Suppressed, ROPS/FOPS Cab
 Air Conditioner & Heater/ Defroster
 CAT Comfort Air Suspension, Cloth Seat
 Front & Rear Window Wipers/ Washers
 Four Halogen Head Lights, Four Rear Flood Lights
 Hazard Flashers, Turn Signals, Stop & Tail Lights
 Front Tires: 340 80-18
 Rear Tires: 500 70-24
 Single Tilt Loader
 Return-To-Dig and Self-Leveling Controls
Single Stick Loader Control
 Pin-On Front Bucket (no coupler)
 Multi-Purpose Loader Hydraulics
 Ride Control
 + Wain-Roy 24" 7.6 ft³ JAW Bucket (with 4 teeth)

CAT C3.6 ACERT™ Tier 4f Engine
 4WD Powershift Transmission
 120V Engine Heater
 Two, Maintenance Free 850 CCA Batteries
 Flip-Over Stabilizer Pads
 Six-Function Backhoe Hydraulics
 Extendible-Stick (E-Stick)
 1,015 lbs. Counterweight
 CAT Product Link Cellular
 AM/FM Radio
Dual Mechanical Hoe Controls
Rear Coupler w/ Dual Lock
Cold Weather Package
No Side-Mount Auxiliary Hydraulics Kit
 + CAT 1.3 yd³ Multi-Purpose Loader Bucket (with cutting edge)

**Equipment Protection Plan (EPP):**

Includes 12-Months Premier warranty plus additional 36mo / 2,000hrs Powertrain + Hydraulics + Tech EPP.
 Includes 12-Months Travel & Mileage coverage for all warrantable issues plus Level 3 - SOS & Vision Link.

Availability:

One machine being built now, with an approximate delivery of May / June 2024, pending prior sales.
 Should that one machine sell prior to City of Decatur's decision, additional machines arrive Q3 of 2024.

Sourcewell Member Pricing:**\$150,588****Salesman's Additional Discounting:****\$ -7,149****Less Trade-In 2009 DEERE 310SJ (Serial # T0310TJ178021)****\$ -17,500****Altorfer CAT's Special Pricing:****\$125,939**

Trade Value is with City of Decatur completing repairs on the 310SJ, including an issue with the stick control valve module. Cover cracked and causes intermittent issues with stick not working. Part is ordered and valve to be repaired, as well as battery box replacement (on order) due to rust.

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,

Brian GoudieMachine Sales Representative | Altorfer CAT | 309-824-8701 | brian.goudie@altorfer.com**EXHIBIT A**

Municipal Services

DATE: 1/26/2024

MEMO: 2024-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Matt Newell, Public Works Director
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT: Resolution Authorizing Acceptance of a Sourcewell Contract for the Purchase of One (1) Chipper from Vermeer Sales & Service.

SUMMARY RECOMMENDATION: Staff recommends awarding a Sourcewell contract in the amount of \$98,713.00 to Vermeer Sales & Service to furnish one (1) BC1800XL Brush Chipper.

BACKGROUND:

The Public Works, Forestry Division has requested a new Brush Chipper to replace an existing Brush Chopper used for tree removal and trimming operations.

The unit being traded in is unit 422, a 2012 Vermeer Brush Chipper. It is selected to trade-in due to its age and condition. Unit 422 has 2,140 hours.

The replacement vehicle is estimated to be delivered in 60-90 days.

This item was judged to be routine and a consent item because the expenditure was included in the city budget, the vendor meets all city requirements, and the contract price is in line with the budget.

PRIOR COUNCIL ACTION:

None.

DISPOSAL OF REPLACED UNIT: The old unit is to be traded in as part of the purchase.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote the bid specifications based on Forestry requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions.

of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Funding for the expenditure is provided in the FY2024 Budget.

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

ATTACHMENTS:

Description	Type
Vermeer Chipper Resolution	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF A SOURCEWELL CONTRACT
FOR THE PURCHASE OF ONE (1) CHIPPER FROM VERMEER SALES & SERVICE**

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

Section 1. That the Sourcewell Bid to Vermeer Sales & Service quote received for one (1) BC1800XL Brush Chipper, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell Bid from Vermeer Sales & Service., in the amount of \$98,713.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Vermeer Sales & Service, for their quote price of \$98,713.00.

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

PRESENTED and ADOPTED this 5th day of February 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



120 E Martin Drive
Goodfield, IL 61742
309-965-3300
www.vermeermidwest.com

CONSUMER RETAIL PURCHASE ORDER AND SECURITY AGREEMENT

1/30/2024

Reference #: Q-21176-1

PO #:

Bill To:
DECATUR, CITY OF
Chris Bergschneider
2600 N. JASPER
#1 Civic Center Plaza
DECATUR, IL 62523 1196
217 875 5718

Ship To:
DECATUR, CITY OF
Chris Bergschneider
2600 N. JASPER
#1 Civic Center Plaza
DECATUR, IL 62523 1196
217 875 5718

1 New Vermeer BC1800xl

\$103,706.00

~ 031721-VRM Vermeer Source Well Number / #66300 City of Decatur Source Well Number

- ~ 130hp Cummins Tier 4 Final Turbo Charged Diesel Engine
- ~ 19" Capacity Drum Chipper with 20"x 24" Infeed Opening
- ~ Ecolde Engine Control system~Automatically lowers engine RPM if material is not being chipped. ~ Four sided square anvil/bedknife
- ~ High Coolant Temperature and Low Oil Pressure Automatic Shutdown
- ~ **Hydraulic Discharge/Chip Chute (Rotation & Deflection)**
- ~ Transport Length 177", Width 78.5", Height 107"
- ~ 35 Gallon Fuel Tank, 12 Gallon Hydraulic Tank
- ~ **Hydraulic Jack**
- ~ Patented Vermeer Smartfeed System
- ~ Infeed Rate is 0~117 fpm
- ~ 10,000 lbs. Rubber Torsion Axle
- ~ LT235/75R17.5 Load Range J Standard Tires, Electric Brakes with Breakaway Switch
- ~ 13" Spring Loaded Autoclutch, Which Can only be Engaged at Low rpm
- ~ 36" Wide Cutter Drum with 4 ~ 5.5" x 10" Dual Edged Chipper Knives
- ~ Upper and lower feed stop bar for safety
- ~ 1 year/1,000 Hour Parts and Labor Standard Vermeer Warranty
- ~ 3 year/3,000 Hour Extended Limited Warranty on Chipping Drum
- ~ 2 year/2,000 Hour Parts and Labor Warranty on Cummins Diesel Engine

1 Used 2012 Vermeer Brush Chipper, 2200 hours, SN# 1VRY131Z8C1003256

\$-16,000.00

CONFIDENCE PLUS 3 YRS (BC1800XL)-PREMIUM COV W/MNT

\$9,727.00

CONFIDENCE PLUS PACKAGE

~ 36 Months Total Extended Warranty Coverage with NO HOUR RESTRICTION on your Vermeer Equipment Components. Engine Warranty Not Included.

PLANNED MAINTENANCE

~ Includes the first 4 Service Intervals at 250/500/750/1000 hours.

TRAVEL/DIAGNOSTICS

EXHIBIT A

Initials: _____

Quote #:Q-21176

~ Travel and Diagnostics offered at no charge for entire Confidence Plus term(Travel max of \$200/event, and diagnostics one hour/ event).

Untaxed Machine	\$103,706.00
Trade	\$-16,000.00
Freight and Prep	\$1,280.00
Warranty	\$9,727.00
Grand Total	\$98,713.00
-----	-----
Total Due	\$98,713.00
-----	-----

Note: Buyer certifies all Trade-Ins are free of encumbrances

Notice

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds thereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Until the seller is paid in full for said equipment, buyer shall obtain insurance naming seller as "additional insured" covering all risk of loss, theft or damage on equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and assigned to seller. The buyer shall immediately deliver to the seller, a certificate of insurance indicating the same.

Applicable items denoted below:

- Sold new with: 1 Year / 1,000 Hours Parts and Labor Standard Vermeer Limited Warranty

All warranty repairs made under this agreement must be made in dealer's shop and buyer is responsible for hauling equipment for repair. All warranty parts must be returned within 30 days. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable.

In the event the equipment described herein is unavailable for any reason beyond the seller's control, the seller shall not be liable for any damages caused to the buyer.

If any sales, use, excise or other tax is not stated correctly herein or is changed by an applicable government authority and effective to this purchase, the amount due hereunder shall be adjusted accordingly.

The equipment purchased herein is hereby pledged to seller as security until the entire purchase has been paid, buyer authorizes seller to file a U.C.C.-1

Financing Statement against the buyer for said equipment, until paid in full.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

I hereby agree

to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this agreement and any extension, renewal or modification thereof, buyer hereby grants to dealer a security interest in all of the goods described herein, and all accessions and additions thereto and all proceeds thereof.

Notice to the buyer:

Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract.

Buyer's signature: _____ Date: _____
By signing this agreement the buyer agrees to above provisions

Salesman signature: _____ Date: _____

Initials: _____

Public Works

DATE: 1/30/2024

MEMO: 2024-15

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing a Letter of Amendment to the Construction and Maintenance Agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project, City Project 2009-33, Section 09-00933-01-BR

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to a Letter of Amendment to the Construction and Maintenance Agreement with the Illinois Central Railroad Company to construct a grade separation on Brush College Road over the Norfolk Southern tracks at Faries Parkway.

BACKGROUND:

The Illinois Department of Transportation opened bids on the Brush College Grade Separation Project on June 16, 2023. The low bid was provided by the joint venture of William Charles Construction Company, LLC and White Construction, LLC for \$68,927,123.81. As part of the construction of the grade separation structure, the City entered into construction agreements with the two railroad companies affected by the project, the Norfolk Southern Railway Company and the Illinois Central Railroad Company.

As part of the funding for the project, the City received grant notifications for two grants administered by the Federal Railroad Administration (FRA). The FRA administered grants require additional items be added to the railroad agreements:

1. Compensation to the railroad for the use of their right of way.
2. Assurance that the improvements will accommodate existing and future freight and passenger traffic.
3. Assurance that the railroad will have all collective bargaining agreements remain in full force and effect for the work performed as part of this project.
4. Assurance that the City will comply with specified liability requirements.

Item 1 regarding compensation to the Illinois Central for the work is covered in the current

agreement with the City. The attached letter of Amendment covers FRA required Items 2-4.

SCHEDULE:

The construction project is under contract with the State of Illinois and under the direction of the Illinois Department of Transportation. The project duration is expected to be about 3 years. The Contractor plans to close Brush College Road south of Faries Parkway in late February to begin construction on that segment of the project. That portion of Brush College will be closed until October of this year.

PRIOR COUNCIL ACTION:

July 19, 2021: City Council approved Resolution R2021-127 authorizing a Construction Maintenance Agreement with Illinois Central Railroad Company for Brush College Road Grade Separation Project for a cost of \$776,481.

See Appendix A for other prior Council actions on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Illinois Central Railroad Company (a subsidiary of the CN)

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated among numerous grants from the Federal and State governments along with funding from the City.

Staffing Impact: Staff time is allocated to manage this project.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Letter of Amendment to the Construction and Maintenance Agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project, City Project 2009-33, Section No. 09-00933-01-BR	Resolution Letter
Appendix A	Backup Material
Original Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A LETTER OF AMENDMENT TO THE
CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE ILLINOIS
CENTRAL RAILROAD COMPANY FOR THE BRUSH COLLEGE ROAD GRADE
SEPARATION PROJECT
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Letter of Amendment presented to the Council herewith as Exhibit A and made part hereof, between the Illinois Central Railroad Company and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Letter of Amendment between the City of Decatur, Illinois and the Illinois Central Railroad Company.

PRESENTED and ADOPTED this 5th day of February 2023.

Mayor Julie Moore Wolfe

ATTEST:

Kim Althoff, City Clerk

Letter of Amendment

By and Between

City of Decatur, Illinois and Illinois Central Railroad Company

THIS AMENDMENT is hereby made and entered into by and between the **CITY OF DECATUR, ILLINOIS**, (hereinafter the “CITY”) and the **ILLINOIS CENTRAL RAILROAD COMPANY** (hereinafter the “RAILROAD”).

WHEREAS, The CITY and the RAILROAD, entered into a Construction and Maintenance Agreement for City Improvements to Brush College Road Near FRA-DOT No. 0.83, Peoria Subdivision Staley Lead, signed by the CITY on July 19, 2021 and the RAILROAD on November 8, 2021; and

WHEREAS, The CITY received a grant from the Federal Railroad Administration for the above noted Brush College improvements that have certain terms and conditions to comply with 49 U.S.C. 22905 that require an amendment to said agreement; and,

WHEREAS, the CITY seeks the approval of the RAILROAD for inclusion of the required terms and conditions in said agreement by this Letter of Amendment.

NOW THEREFORE, the Grant Conditions under 49 U.S.C. 22905(c)(1) (B)-(D) provided below are approved and included by reference in the Construction and Maintenance Agreement for City Improvements to Brush College Road Near FRA-DOT No. 0.83, Peoria Subdivision Staley Lead.

22905(c)(1)(B): The CITY and RAILROAD assure the adequacy of infrastructure capacity to accommodate both existing and future freight and none of the infrastructure capacity planned is for passenger service.

22905(c)(1)(C): The RAILROAD assures that collective bargaining agreements with the RAILROAD’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the RAILROAD on the railroad transportation corridor.

22905(c)(1)(D): The CITY assures that it complies with liability requirements consistent with 49 U.S.C. § 28013.

- The term “infrastructure capacity” means the infrastructure capacity that results **from the project**.
- The term “existing” refers to operations that exist before the project begins, and the term “future” refers to operations that **result from the project**.



Mayor
City of Decatur

By:
Illinois Central Railroad Company

1/10/24

Date

Date

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.
28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.
32. **March 1, 2021** – City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for \$398,600 in State Motor Fuel Tax Funds with an expected \$318,800 reimbursement from the Illinois Competitive Freight Program
33. **July 19, 2021**- City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of \$153,363.66.
34. **July 19, 2021**- City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of \$776,481.
35. **September 20, 2021**- City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of \$20,481 added to the original agreement of \$18,596 for a total of \$39,077.
36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee of \$600,506.
37. **December 6, 2021**- City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush

College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed \$4,542,821.

38. **January 18, 2022-** City Council approved Resolution R2022-10 authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Brush College Road/Faries Parkway Grade Separation City Project 2009-363 Section 09-00933-01-BR for fee not to exceed \$3,916,436.00.
39. **July 5, 2022-** City Council approved Resolution R2022-106 accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Buildings Demolition City Project 2009-33 in the amount of \$397,322.00.
40. **May 15, 2023-** City Council approved Resolution R2023-96 authorizing a Joint Funding Agreement for the Construction of the Brush College Road Grade Separation at Faries Parkway.
41. **May 15, 2023-** City Council approved Resolution R2023-98 approving a Local Public Agency. Engineering Services Agreement with AECOM Technical Services, Inc. Construction Engineering Services for Brush College/Faries Parkway Grade Separation Project.
42. **May 15, 2023-** City Council approved Resolution R2023-99 authorizing Supplement #2 to the Professional Services Agreement with AECOM for Design Services for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad.
43. **May 15, 2023-** City Council approved Resolution R2023-100 authorizing Supplement #2 to the Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc.
44. **August 21, 2023-** City Council approved Resolution R2023-175 authorizing a Letter of Amendment between the City of Decatur and the Norfolk Southern Railway Company for a fee of \$545,329.

To: TRACY JENKINS – HOMEWOOD LOC – 2 nd FLOOR	From: NICK BURWELL PUBLIC WORKS MGR, HOMEWOOD, IL
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Internal Correspondence
(CONFIDENTIAL DOCUMENT)

Reference #: **A21445**

RECOMMENDATION/APPROVAL – Award of Contract		DATE 07/28/2021
PROJECT DESCRIPTION: C&M AND EASEMENT FOR GRADE SEPARATION OF FARIES PARKWAY OVER NS TRACKS ADJACENT TO ICRR TRACK		
PROJECT LOCATION: DECATUR, IL PEORIA SUB MP 0.83 STALEY LEAD		RAILROAD: Illinois Central Railroad Company
ESTIMATED LENGTH OF JOB: 12 MONTHS	ESTIMATED START DATE: 1/1/2022	ESTIMATED IN SERVICE DATE: 12/31/2022
RECOMMENDED BID: \$ N/A City of Decatur		ESTIMATE: \$ 776,481
CONTINGENCY/ALLOWENCE: \$ N/A		COST OBJECT: Network
AMOUNT TO BE AUTHORIZED: \$ (7,133)		COST OBJECT NO: M-1295.001
2ND BID: \$ _____ [2 ND BIDDER NAME]		FUNDS ALLOTTED: \$ (7,133)
3RD BID: \$ _____ [3 RD BIDDER NAME]		EXTERNAL APPROVALS: RECEIVED REQUESTED
CN CONTRIBUTION: 0 % City of Decatur = 100%		Click here to enter a date. Click here to enter a date.

CONTRACTOR HAS PERFORMED WORK OF SIMILAR NATURE SATISFACTORILY IN THE PAST:		<input type="checkbox"/> For CN <input type="checkbox"/> For Others <input type="checkbox"/> No History	FINANCIAL REPORT: <input type="checkbox"/> Requested <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Not Applicable
NUMBER OF BIDDERS: N/A	TENDER CLOSING DATE: N/A		
BASIS OF TENDER: <input type="checkbox"/> Unit Price <input type="checkbox"/> Lump Sum Price			
• TUNNEL WORK: <input type="checkbox"/> TRUE <input checked="" type="checkbox"/> FALSE		• FLAGMEN: <input type="checkbox"/> TRUE <input checked="" type="checkbox"/> FALSE	
• BLASTING: <input type="checkbox"/> TRUE <input checked="" type="checkbox"/> FALSE		• RR EMPLOYEES: <input type="checkbox"/> TRUE <input checked="" type="checkbox"/> FALSE	

Recommendation / Approval for Award (Contingent upon receipt of financial report and external approval, if required.)					
#	FUNCTION - TITLE	RECOM.	APPR.	SIGNATURE	DATE
-	RECEIVED FROM RESPONSIBLE ENGINEER	<input type="checkbox"/>	-		Click here to enter a date.
1	CN LEGAL DEPARTMENT MIKE BARRON	<input type="checkbox"/>	<input type="checkbox"/>	per email	8/16/21
2	DIRECTOR PLANNING & CONTROL ANN MACGILLIVRAY	<input type="checkbox"/>	<input type="checkbox"/>	Per email	10/25/21
3	AVP CAPITAL PROGRAM MGMT & GOVERNMENT AFFAIRS CAROLE MOREY Paula Pienton	<input type="checkbox"/>	<input type="checkbox"/>	per email	11/1/21
4	REGIONAL ENGINEER – SOUTHERN REGION CHAD ANDERSON	<input type="checkbox"/>	<input type="checkbox"/>		
5	CHIEF ENGINEER STRUCTURES, DESIGN & CONSTRUCTION JIM MCLEOD	<input type="checkbox"/>	<input type="checkbox"/>		
6	VICE PRESIDENT – ENGINEERING RAJ GUPTA	<input type="checkbox"/>	<input type="checkbox"/>		11/04/21
7	VICE PRESIDENT – FINANCIAL PLANNING JANET DRYSDALE	<input type="checkbox"/>	<input type="checkbox"/>		
8	VICE PRESIDENT – SOUTHERN & EASTERN REGION DEREK TAYLOR	<input type="checkbox"/>	<input type="checkbox"/>		
9	EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER ROB REILLY	<input type="checkbox"/>	<input type="checkbox"/>		
10	EXECUTIVE VICE PRESIDENT & CHIEF FINANCIAL OFFICER GHISLAIN HOULE	<input type="checkbox"/>	<input type="checkbox"/>		

PLEASE RETURN TO: TRACY JENKINS

CONSTRUCTION AND MAINTENANCE AGREEMENT
BETWEEN CITY OF DECATUR, ILLINOIS AND
ILLINOIS CENTRAL RAILROAD COMPANY
FOR CITY IMPROVEMENTS TO BRUSH COLLEGE ROAD NEAR
FRA-DOT No. 291384M, ICRR MILEPOST 0.83, PEORIA SUBDIVISION STALEY LEAD

THIS AGREEMENT, made and entered into, by, and between the CITY of DECATUR, ILLINOIS, a body corporate and politic of the State of Illinois, of 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 (hereinafter the "CITY"), and ILLINOIS CENTRAL RAILROAD COMPANY, a Delaware corporation, of 17641 Ashland Avenue, Homewood, IL 60430 (hereinafter the "RAILROAD"). The CITY and the RAILROAD are sometimes collectively hereinafter referred to as the "PARTIES".

WITNESSETH

WHEREAS, the CITY and the RAILROAD, by virtue of their corporate powers, are authorized to enter into this Agreement; and,

WHEREAS, the CITY is undertaking certain improvements to Brush College Road, including the construction of a grade separation over Faries Parkway, addition of automatic lights and gates at relocated Harrison Avenue, and drainage improvements at or near the RAILROAD'S right of way and tracks located in Decatur, Illinois, identified as near to AAR/DOT#291384M (hereinafter the "PROJECT");and

WHEREAS, the RAILROAD is the owner or operator of certain real property interests, depicted and described on Exhibits "A" attached hereto and made a part hereof, through and across which the PROJECT will be constructed; and,

WHEREAS, the CITY in the interest of public safety and the general welfare is constructing the PROJECT over the real and personal property owned or operated by RAILROAD (hereinafter "FACILITIES"); and,

WHEREAS, the PARTIES mutually agree to accomplish the PROJECT, all or in part, through the use of CITY, STATE, AND FEDERAL funds which are provided under applicable Act, Ordinance, and/or other appropriation;

WHEREAS, the CITY and the RAILROAD desire to settle their respective rights and obligations with respect to the construction, reconstruction, operation, inspection and maintenance of the PROJECT through and across the FACILITIES, to provide for the PROJECT's impacts to the FACILITIES due to said construction, to determine the RAILROAD'S incurred costs resulting from the PROJECT and the method and manner of ascertaining those costs and the procedures for making payments therefore.

NOW, THEREFORE, the parties hereto each in consideration of the foregoing representations and the mutual covenants and agreements herein, do hereby covenant and agree as follow:

1. PLANS, SPECIFICATIONS AND SCHEDULES

For the purpose of identifying the plans, specifications, estimates and other documents, this project will be designated as "Brush College Rd OHB Grade Separation" which is at or near Illinois Central Railroad Company's Milepost 0.83, DOT #291384M, in Decatur, Illinois.

- 1.1. The PROJECT shall be accomplished in accordance with Exhibits A, B, and C, attached hereto and made a part hereof. The RAILROAD's anticipated portion of the work for the proposed PROJECT is limited to installing automatic lights and gates with CWT circuitry at Faries Parkway DOT/FRA# 291386B, relocating East Harrison Avenue DOT/FRA# 291834M crossing panel and surface materials and installing automatic lights and gates with CWT circuitry, and flagging as listed under "WORK TO BE PERFORMED BY RAILROAD" within Exhibit A, shall be in accordance with the plans, specifications, and with the Special Provisions attached hereto as Exhibits A and B, respectively. RAILROAD shall not be responsible for securing any permits, rights, licenses, easements, permissions or other authority for the work reflected on Exhibits A and B.
- 1.2. The RAILROAD shall, if requested by CITY, prepare any required detailed drawings, plans and specifications as may be required for any required RAILROAD force account work related to the proposed PROJECT improvements, and shall perform or arrange for the performance of said items of work at CITY's sole cost, risk and expense, except as may otherwise be specifically provided for in this Agreement.
- 1.3. The CITY shall prepare any required detailed drawings, plans and specifications as may be required for any proposed improvements listed under "WORK TO BE PERFORMED BY CITY" on Exhibits A and B, and shall perform or arrange for the performance of said items

of work at its sole cost, risk and expense, except as may otherwise be specifically provided for in this Agreement. The CITY, at its sole cost and expense, shall be solely responsible for securing any permits, rights, licenses, easements, permissions or other authority for the work reflected on Exhibits A, B, and C.

- 1.4. The CITY and the RAILROAD jointly shall be responsible for scheduling and coordinating the removal or relocation of the FACILITIES and any personal property belonging to the RAILROAD'S tenants, licensees, or others occupying the RAILROAD property by permission that are required to be removed or replaced to construct the PROJECT. Such removals and relocations shall be at the sole cost and expense of the CITY and shall be scheduled and coordinated to cause minimal interference to the operation of the RAILROAD.
- 1.5. Subsequent to the award of any contract or contracts by the PARTIES, and before any work is started on this project, a conference shall be held between the representatives of the CITY, the RAILROAD and the interested contractor(s), at a mutually convenient time and place, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted. Such schedule of operations will provide sufficient lead time for the parties to order and assemble their respective materials.

2. **(RESERVED)**

3. **CONSTRUCTION**

- 3.1 For any work that is to be performed by RAILROAD, the CITY hereby agrees to so reimburse RAILROAD upon receipt of bills. Cost and expense for work performed by the RAILROAD, as referred to herein, shall consist of the actual cost of labor, materials and related items, plus the RAILROAD's standard additives approved by the Federal Highway Administration and in effect at the time the work is performed.
- 3.2 It is recognized by the PARTIES that the safety and continuity of operations and traffic of both the RAILROAD and the CITY shall be of primary importance and shall at all times be protected and safeguarded. The CITY shall give thirty (30) days advance written notice to the Chief Engineer of the RAILROAD or his authorized representative prior to commencement of any construction work on the PROJECT affecting the FACILITIES or

other RAILROAD property. The CITY shall require its contractors to conduct their operations at all times in full compliance with the rules, regulations and requirements of the Special Provisions (Exhibit B), attached hereto and incorporated herein by reference. The RAILROAD shall have the right to reasonably amend the Special Provisions from time to time, and in such instances shall provide the CITY with a copy of the Special Provisions so amended.

- 3.3 Both the RAILROAD and the CITY agree that the plans and specifications for the PROJECT include specification of certain clearances and structures, which are consistent with current standards, which the RAILROAD would apply to new structures placed on or over its FACILITIES. Approval by the RAILROAD of the plans and specifications for the PROJECT shall not be construed as a waiver of the right of the RAILROAD to require conformance of plans and specification with RAILROAD standards, in the event of future substantial reconstruction or alteration of the proposed structures that are a part of the PROJECT.

4. WORK BY THE RAILROAD AND THE CITY

- 4.1 Upon the written request of the CITY, the RAILROAD, within a reasonable time not to delay construction of the PROJECT, and at the sole cost and expense of the CITY, shall perform or cause to be performed any or all necessary work, both temporary and permanent, in connection with the adjustment, construction, reconstruction, relocation or removal of FACILITIES required by or incidental to the construction of PROJECT, including all engineering services incident thereto.
- 4.2 Any FACILITY work as a result of the PROJECT performed by the RAILROAD shall be coordinated with the CITY. The RAILROAD and its contractors shall cooperate with the CITY and its contractors in scheduling and coordinating the RAILROAD'S work so construction of the PROJECT shall progress as expeditiously as possible with minimal interference to both RAILROAD and CITY operations.
- 4.3 In the event the work to be performed by the CITY is to be let by contract, CITY shall require its contractor(s), before entering upon the tracks or premises of RAILROAD, or performing any work on or in close proximity thereof, to secure permission by RAILROAD's Right of Entry Agreement from the authorized representative of the RAILROAD for the occupancy and use of its premises and to confer with the RAILROAD

relative to its requirements for clearances, operations and general safety regulations. The RAILROAD reserves the right to furnish the CITY or it's contractor(s), at their sole cost and expense, whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel the RAILROAD may deem desirable to promote safety and continuity of rail traffic during the progress of the work, for which said CITY or contractor(s) shall be required to prepay the RAILROAD. Prepayment will be based on the estimated time for needing protective services, and if that prepayment will be exhausted prior to the expiration of the need for protective services, additional prepayment funds will be needed to cover the new projected completion of the PROJECT.

- 4.4 Each party will, at the expense of the PROJECT, provide the necessary construction engineering and inspection for carrying out its work as set forth in Exhibits A and B. Any costs which may be incurred by the RAILROAD for inspecting the work performed by the CITY as said work may affect the properties and facilities of the RAILROAD, or the safety and continuity of train operations, shall be reimbursed to RAILROAD by CITY upon receipt of bill(s) therefore.

5. COST ESTIMATES AND REIMBURSEMENT

- 5.1 The cost estimate for force account work anticipated or required of RAILROAD for the PROJECT work, other than the actual for cost flagging or other protective services, is shown and incorporated herein or made part hereof as Exhibit C. In the event work is later required of RAILROAD, and the RAILROAD elects to engage a contractor to perform all or a substantial portion of any work required of RAILROAD by CITY, the RAILROAD shall furnish the CITY if requested by same the name of the contractor whose services will be used to perform the work. Such contracts will be in compliance with any applicable State statutes and implementing rules and regulations prohibiting discrimination in the solicitation or selection of contractors or subcontractors on the basis of race, color, national origin or sex. The CITY shall reimburse the RAILROAD for the total cost of such reimbursable contracted work.
- 5.2 During progress of the work, the RAILROAD will be reimbursed by the CITY within 30 days following receipt of bills, submitted not more than once per month, on the basis of the completion of work performed, including materials furnished to the job site. Payments shall be made on this basis until work has advanced to completion, after which the

RAILROAD shall submit a final bill for costs for its work related to PROJECT. The RAILROAD shall provide to the CITY records suitable for an audit, but RAILROAD shall not be required to retain any records relating to the work more than three (3) years after completion of the PROJECT. The CITY shall reimburse the RAILROAD for any balance in the amounts due within 30 days after receipt of said final bill.

- 5.3 Costs and expenses for work performed by the RAILROAD, as referred to in this Agreement, shall consist of the actual cost of labor, material (less material salvage credits), additives, and other documented costs.

6. REQUIRED CONTRACTOR INSURANCE

- 6.1 Before beginning any work for the CITY or the RAILROAD, the CITY shall require its contractors and their subcontractors to take out on their own behalf, the following types and amounts of insurance and to maintain such insurance in effect until completion and acceptance by the CITY of the work:

A. Commercial General Liability (Occurrence Form)

1. \$5,000,000 combined single limit Bodily Injury and Property Damage per Occurrence
2. \$10,000,000 combined Bodily Injury and Property Damage Aggregate limit

B. Railroad Protective Liability Insurance

1. \$5,000,000 combined single limit Bodily Injury and Property Damage per Occurrence
2. \$10,000,000 combined Bodily Injury and Property Damage Aggregate limit

- 6.2 The RAILROAD shall be named an additional Insured on the contractors' and subcontractors' Commercial General Liability policies and the RAILROAD shall be named as the insured under the Railroad Protective Liability Insurance policy. The limits of insurance provided in this section can be met with a combination of primary and excess insurance policies. The Commercial General Liability policies shall have the railroad exclusion removed from the definition of an insured contract. The insurer shall waive all rights of subrogation as against the RAILROAD for the Commercial General Liability policy.

7. MAINTENANCE AND REPAIR

- 7.1 During construction of PROJECT, the CITY, at its own expense shall maintain, reconstruct and keep in good repair all parts of the PROJECT including RAILROAD'S FACILITIES damaged during construction.
- 7.2 Upon written request of the RAILROAD, and if the requested work is reasonably necessary for the continuous and safe operation of the RAILROAD, the CITY shall promptly repair or renew any portion of PROJECT for which it is responsible.
- 7.3 After completion of the work contemplated under this Agreement, the CITY shall, at its sole cost and expense, maintain all other items of work performed by it under this Agreement, including but not limited to, the roadway approaches beyond the ends of the track ties, drainage, sidewalks/pathways, and the RAILROAD's private access to its property.
- 7.4 It is expressly understood, however, that if any materials installed pursuant to this Agreement for the PROJECT exceed the specifications for standard materials customarily used for the same purpose in the course of the RAILROAD's normal maintenance/replacement operations, then at the end of the economically useful life of the materials installed pursuant hereto, the RAILROAD's participation in the cost of replacement shall be limited to its costs, or anticipated costs, to do so with the RAILROAD's standard materials.

8. INDEMNIFICATION

- 8.1 The CITY shall be responsible for, and shall indemnify and keep harmless from any and all claims and liability, the RAILROAD, its agents and employees, from all injuries to persons or damages to property caused by the CITY, its officers, directors and employees, and/or the CITY'S agents, contractors or subcontractors arising out of the construction, repair, replacement, renewal, expansion or enhancement of PROJECT or the failure of the CITY to maintain PROJECT in accordance with the terms of this Agreement. The RAILROAD shall promptly notify the CITY of any claim or suit made or brought against the RAILROAD for which the RAILROAD may seek indemnity from the CITY. No settlement of any such claim shall be made without the prior written consent of the CITY and the CITY may participate in the defense of any such suit. In the event a judgment shall be rendered against the RAILROAD in any such suit, the RAILROAD shall take, upon request of counsel for the CITY, all necessary and proper steps to perfect an appeal therefrom to proper courts of review, shall prosecute such appeal with all due diligence, and shall permit CITY counsel to take

such part in the appeal as such counsel may deem advisable. The cost of any such claim or judgment (including appeal) and all proper and reasonable costs incurred in connection with such actions shall be paid by the CITY.

9. APPROVALS SHALL NOT BE UNREASONABLY WITHHELD

- 9.1 All approvals, payments and other actions required on the part of the CITY or the RAILROAD or their respective representatives shall not be unreasonably withheld or delayed.

10. NOTICES

10.1 All notices shall be in writing and be personally delivered or mailed as follows:

CITY:	RAILROAD:
CITY OF DECATUR 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 ATTN: Public Works Director Matt Newell	ILLINOIS CENTRAL RAILROAD COMPANY 17641 Ashland Avenue Homewood, Illinois 60430 ATTN: Manager Public Works

- 10.2 In the event that delays or difficulties arise in securing any necessary approvals, or in acquiring rights-of-way, or in settling damage claims, or for any other cause which in the opinion of the CITY renders it impracticable to proceed with the construction of the project, then at any time before the construction is started, the CITY may serve formal notice of cancellation upon the RAILROAD and this Agreement shall thereupon terminate. In the event of cancellation, the CITY shall reimburse the RAILROAD for all eligible cost and expense incurred by the RAILROAD prior to receipt of notice of cancellation and payment by the CITY.

11. MODIFICATIONS

11.1 This Agreement is not subject to modification except in writing, executed by duly authorized representatives of the parties.

12. SECTION HEADINGS

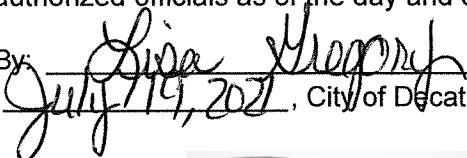
12.1 The descriptive headings of various sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

12.2 It is agreed between the Parties to incorporate by reference the preamble where-as clauses set forth above as if fully set forth herein, and each party agrees to be fully bound thereby.

13. LAWS GOVERNING AGREEMENT

13.1 It is agreed that the laws of the State of Illinois shall apply to this Agreement and to any dispute hereunder. The CITY hereby certifies that for payment of its obligations incurred in connection with the construction of the PROJECT, the necessary appropriations have been made and are evidenced by the attached resolution.

IN WITNESS WHEREOF, The Parties hereto have caused this AGREEMENT to be executed in duplicated counterparts, each of which shall be considered an original, be their duly authorized officials as of the day and date first written below.

By:  Date: _____
July 19, 2021, City of Decatur

By:  Date: 11/04/21

~~Carole Morey, AVP Capital Programs System Engineering~~
Illinois Central Railroad Company

Rajesh Gupta, Vice President, Engineering

RESOLUTION NO. R2021-127

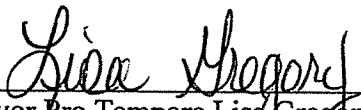
RESOLUTION AUTHORIZING AN A CONSTRUCTION MAINTENANCE
AGREEMENT WITH THE ILLINOIS CENTRAL RAILROAD COMPANY FOR THE
BRUSH COLLEGE ROAD GRADE SEPARATION PROJECT
CITY PROJECT 2009-33
SECTION 09-00933-01-BR

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between The Illinois Central Railroad Company and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

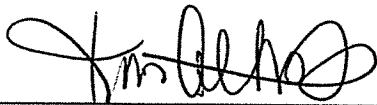
~~Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and~~
directed to execute said Agreement between the City of Decatur, Illinois and The Illinois Central Railroad, for a fee of \$776,481.

PRESENTED and ADOPTED this 19th day of July 2021.



Mayor Pro Tempore Lisa Gregory

ATTEST:



Kim Althoff, City Clerk

EXHIBIT A

IMPROVEMENT SUMMARY AND PLANS

CROSSING IDENTIFICATION:

RAILROAD: Illinois Central Railroad Company

RR MILEPOST: 0.83 AAR/DOT NO. 291384M (E Harrison Ave)

ROAD NAME: Brush College Road

LOCATION: Decatur, Illinois

EXISTING CONDITIONS:

Four (4) lane roadway with center turn lane (70') with concrete surface materials protected by crossbuck signs.

DESCRIPTION OF WORK TO BE PERFORMED BY RAILROAD:

Flagging and any other protective services.

Install automatic lights and gates with CWT circuitry at Faries Parkway DOT/FRA# 291386B.

Remove the existing East Harrison Avenue DOT/FRA# 291834M crossing surface materials and install new crossing panel, surface material, automatic lights and gates with CWT circuitry at the new location.

Review of project plans as required per agreement.

DESCRIPTION OF WORK TO BE PERFORMED BY LOCAL AGENCY:

All other work not performed by ICRR and required by Project Plans.

LOCAL AGENCY's SHARE OF RAILROAD COST:

100%

NOTIFY BEFORE COMMENCING WORK:

Illinois Central Railroad Company
c/o Nick Burwell
Manager of Public Works
17641 Ashland Ave
Homewood, Illinois 60430
ph. (319) 427-1031
nicholas.burwell@cn.ca

City of Decatur
c/o , Matt Newell
Public Works Director
1 Gary K. Anderson Plaza
Decatur, Illinois, 62523
ph. (217) 424-2747
mnewell@decaturil.gov

REQUIREMENTS TO PROVIDE FLAGGING PROTECTION AND CABLE LOCATION FOR PROJECTS ON OR IN THE VICINITY OF CN PROPERTY

(Hereinafter called "Railroad")
(Revised: Effective December 4th, 2018)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over, on, or near RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Homewood, IL. If in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required any time any work is performed (i) under or across any Railroad track, regardless of whether said work involves a physical presence on the surface of the Railroad property; (ii) on the surface of the Railroad property within twenty-five (25) feet horizontally of the centerline of any railroad track; or (iii) on, near, or over Railroad property if the work may potentially encroach (intentionally or unintentionally) within twenty-five (25) feet from the centerline of any railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to swing, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. Additionally, Railroad reserves the right to require a flagman for work on Railroad property not meeting the above criteria when there are other conditions or considerations that would indicate the need for a flagman to safeguard Railroad's operations, property and safety of any person.

Cable Location

A cable location of RAILROAD owned facilities may be required prior to the start of any work based on the RAILROAD's review of the proposed project. The purpose of cable location is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

The cost for a cable location is \$350.00, and must be prepaid by check before RAILROAD will undertake the cable locate work.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing is strictly prohibited. Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services and Cable Location" form to be completed and submitted, including check for prepayment based on the number of days and hours flagging protection will be required and also prepayment for cable location as necessary. Separate checks must be issued for flagging protection and cable location. You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License, or Formal Agreement in addition to any necessary flagging before you may enter CN property.

PRINT NAME

EXHIBIT C

ICRR COST ESTIMATE(S)



Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

Faries Parkway Renewal as part of grade separation project

Location: Decatur
 Company Name: Illinois Central Railroad Company
 Subdivision Name: PEORIA
 Mile Post: 0.83
 State: IL
 Survey Network Number:
 Track Network Number:
 Signal Network Number:
 Buy American Certification Required? Yes
 Agency: CN-US-Outside Companies & Individuals(OC&I)
 Labor Additive Type: Agency/CN Approved

Labor	\$8,660
Material	\$0
Other	\$331,536
Total Capital Cost	\$340,196
PW Material	\$0
Donation	\$0
TOTAL PROJECT COST	\$340,196

Created By:
 Revised By:
 Created Date:
 Date Revised: February 2, 2021
 Status:

Description	GANG SIZE	DAYS	MANDAYS	PRICE	TOTAL
LABOR					
Remove Crossing Surface panels	7	1	7	\$350	\$2,450
TOTAL DIRECT LABOR		MD:	7		\$2,450

Description	TOTAL
MATERIAL	
TOTAL DIRECT MATERIAL	\$0

Description	UM	QTY	PRICE	TOTAL
OTHER				
Engineering				
Total Engineering				\$0
Real Estate				
Total Real Estate				\$0
Grading				
Total Grading				\$0
Contractor Track Construction				
Total Contractor Track Construction				\$0
Utilities				
Total Utilities				\$0
Signal and Communications				
SIGNAL ESTIMATE	EST	1	\$300,000.00	\$300,000
Total Signal and Communications				\$300,000
Bridge & Structures				
Total Bridge & Structures				\$0
Hauling/Disposal				
Total Hauling/Disposal				\$0
Miscellaneous				
Per Diem (BMW Labor)	MD	7	\$87	\$609
Contingency	SUM	10%	\$309,269	\$309,269
Total Miscellaneous				\$31,536
TOTAL OTHER				\$331,536

Description	UM	QTY	PRICE	TOTAL
ADDITIVES				
Labor Capitalized Surcharges	USD	\$2,450	253.45%	\$6,210
TOTAL ADDITIVES				\$6,210

DONATION	Amount	TOTAL
TOTAL DONATION		\$0

TOTAL CAPITAL COST	\$340,196
TOTAL NON-CAPITALIZED COST (PW MATERIALS)	\$0
TOTAL DONATION	\$0
TOTAL PROJECT COST	\$340,196

MATERIAL FORECAST FOR:	State Tax	UM	QTY	Unit Price	Total
Material Description					
V.4.5				TOTAL MATER	\$0



Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

East Harrison Ave New Crossing and removal of ADM private crossing

Location: Decatur
Company Name: Illinois Central Railroad Company
Subdivision Name: PEORIA
Mile Post: 0.83
State: IL
Survey Network Number:
Track Network Number:
Signal Network Number:
Buy American Certification Required? Yes
Agency: CN-US-Outside Companies & Individuals(OC&I)
Labor Additive Type: Agency/CN Approved

Labor	\$50,650
Material	\$30,231
Other	\$355,404
Total Capital Cost	\$436,285
PW Material	\$0
Donation	\$0
TOTAL PROJECT COST	\$436,285

Created By: NW BURWELL
Revised By: NW BURWELL
Created Date: June 30, 2020
Date Revised: February 2, 2021
Status:

Description	GANG SIZE	DAYS	MANDAYS	PRICE	TOTAL
LABOR					
Unload/Distribute Material	5	2	10	\$330	\$3,300
Construct Track	8	1	8	\$330	\$2,640
Surfacing	3	3	9	\$330	\$2,970
Welding	2	1	2	\$330	\$660
Install Crossings	7	1	7	\$330	\$2,310
Remove Crossing Surface panels from ADM private c	7	1	7	\$350	\$2,450
TOTAL DIRECT LABOR		MD:	43		\$14,330

Description	TOTAL
MATERIAL	
New Rail	\$3,734
Field Welding	\$449
Track Spikes	\$86
Rail Anchors	\$188
Minor OTM	\$2,809
Track Ties	\$7,288
Ballast	\$1,061
Crossing Materials	\$11,249
Subtotal New / Capitalized Material	\$26,864
TOTAL DIRECT MATERIAL	\$26,864

Description	UM	QTY	PRICE	TOTAL
OTHER				
Engineering				
	Total Engineering			\$0
Real Estate				
	Total Real Estate			\$0
Grading				
	Total Grading			\$0
Contractor Track Construction				
	Mobilization/Demobilization (Track Construction)	LS	1	\$10,000
	Total Contractor Track Construction			\$10,000
Utilities				
	Total Utilities			\$0
Signal and Communications				
	Total Signal and Communications	EST AMT	1	\$300,000
Bridge & Structures				
	Total Bridge & Structures			\$0
Hauling/Disposal				
	Offsite Disposal of Debris	LS	1	\$2,000
	Total Hauling/Disposal			\$2,000
Miscellaneous				
	Per Diem (BMW Labor)	MD	43	\$87
	Contingency	SUM	10%	\$39,663
	Total Miscellaneous			\$43,404
TOTAL OTHER				\$355,404

Description	UM	QTY	PRICE	TOTAL
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Southern Region

Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

East Harrison Ave New Crossing and removal of ADM private crossing

ADDITIVES

Labor Capitalized Surcharges	USD	\$14,330	253.45%	\$36,320
Material Capitalized Surcharges	USD	\$26,864	12.53%	\$3,367

TOTAL ADDITIVES				\$39,687
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DONATION

	Amount	TOTAL
TOTAL DONATION		\$0

TOTAL CAPITAL COST	\$436,285
TOTAL NON-CAPITALIZED COST (PW MATERIALS)	\$0
TOTAL DONATION	\$0
TOTAL PROJECT COST	\$436,285

MATERIAL FORECAST FOR:

Material Description	State Tax	UM	QTY	Unit Price	Total
NEW RAIL					
RAIL 115 LB ALL MANUF/METAL/PROCESS	6.25%	FT	160	\$19.10	\$3,734
			TOTAL NEW RAIL		\$3,734
FIELD WELDING					
THERMITE KIT 115 #	6.25%	EA	4	\$105.59	\$449
			TOTAL FIELD WELDING		\$449
TRACK SPIKES					
SPIKE TRACK 5/8IN X 6IN AREMA 60 PER CAN	6.25%	CAN	2	\$35.00	\$86
			TOTAL TRACK SPIKES		\$86
RAIL ANCHORS					
ANCHOR RAIL 115# HD OVR DRV STOP TS1313	6.25%	EA	104	\$1.47	\$188
			TOTAL RAIL ANCHORS		\$188
MINOR OTM					
RAIL TRANSITION 115# 19'6" OR 20' TS1110	6.25%	EA	4	\$574.65	\$2,809
			TOTAL MINOR OTM		\$2,809
TRACK TIES					
Tie, Switch, 9ft, pre-pltd, 5.5in base tps	6.25%	EA	53	\$112.53	\$7,288
			TOTAL TRACK TIES		\$7,288
BALLAST					
BALLAST - MAINLINE	6.25%	TN	80	\$12.48	\$1,061
			TOTAL BALLAST		\$1,061
CROSSING MATERIALS					
Timber, Crossing, 8ft, 10ft ties, 115lb	6.25%	SET	6	\$1,459.19	\$10,698
DEFLECTOR PLATE SET	6.25%	EA	1	\$450.87	\$551
			TOTAL CROSSING MATERIALS		\$11,249
V.4.5				TOTAL MATER	\$26,864

STATE COST SUMMARY

Project Info

Date: February 2, 2021

Estimate: Faries Parkway Renewal as part of grade separation project

Location: **Decatur**

Company Name: **Illinois Central Railroad Company**

Subdivision Name: **PEORIA**

Mile Post: **0.83**

Project Estimate

Labor	\$8,144
Material	\$0
Equipment	\$516
Approach Work	\$0
Other	<u>\$331,536</u>
Project Total	\$340,196
 State Cost (100%):	 \$340,196
CN Cost (0%):	\$0

CN COST SUMMARY

*****CN INTERNAL USE ONLY*****

Project Info

Date: February 2, 2021

Estimate: Faries Parkway Renewal as part of grade separation pro

Location: Decatur

Company Name: Illinois Central Railroad Company

Subdivision Name: PEORIA

Mile Post: 0.83

Project Estimate

Direct Labor	\$2,450
Labor Additive - 215%	<u>\$5,268</u>
Labor Total	\$7,718

Direct Material	\$0
Material Additive - 10%	<u>\$0</u>
Material Total	\$0

Other	<u>\$331,536</u>
Project Total	\$339,254
Donation	<u>\$0</u>
TOTAL CN COST	<u>\$339,254</u>

STATE COST SUMMARY

Project Info

Date: July 28, 2021

Estimate: East Harrison Ave New Crossing and removal of ADM
private crossing

Location: **Decatur**

Company Name: **Illinois Central Railroad Company**

Subdivision Name: **PEORIA**

Mile Post: **0.83**

Project Estimate

Labor	\$47,631
Material	\$30,231
Equipment	\$3,018
Approach Work	\$0
Other	<u>\$355,405</u>
Project Total	\$436,285
 State Cost (100%):	 \$436,285
CN Cost (0%):	\$0

CN COST SUMMARY

*****CN INTERNAL USE ONLY*****

Project Info

Date: July 28, 2021

Estimate: East Harrison Ave New Crossing and removal of ADM pr

Location: Decatur

Company Name: Illinois Central Railroad Company

Subdivision Name: PEORIA

Mile Post: 0.83

Project Estimate

Direct Labor	\$14,330
Labor Additive - 215%	<u>\$30,810</u>
Labor Total	\$45,140

Direct Material	\$26,864
Material Additive - 10%	<u>\$2,686</u>
Material Total	\$29,550

Other	<u>\$355,404</u>
Project Total	\$430,094
Donation	<u>\$0</u>
TOTAL CN COST	<u>\$430,094</u>

Owner: Illinois Central Railroad Company
Route: F.A.U. 7448
Section: 09-00933-01-BR
County: Macon
Project No.: North Brush College Road
Parcel No.: 33
P.I.N. No.: 04-13-06-476-014

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of the State of Illinois, and duly authorized to do business in the State of Illinois, for and in consideration of the sum of Eight Thousand Three Hundred AND NO/100 Dollars (\$8300.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the City of Decatur, hereinafter referred to as Grantee, temporary easements for the purpose of grading, track realignment, public roadway & appurtenances and other highway purposes of Brush College Road, hereinafter for convenience referred to as "Highway", over, upon and across the right of way and property of Grantor, in the vicinity of Grantor's Peoria Subdivision, Milepost 0.83, DOT #291386B, in the City of Decatur, Macon County, in the State of Illinois, as shown on print(s) attached hereto and made a part hereof, and described as follows:

Temporary Construction Easement 1

Part of Lot One (1) of Westlake 3rd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 536, Page 66 of the Records in the Recorder's Office of Macon County, Illinois, described as follows:

The east Eighty-Five (85) feet of said Lot One (1). Said parcel contains 0.293 acres, more or less, of which 0.102 acres, more or less, is within an existing permanent easement established in 1993 per Roadway Improvement Section 90-00119-00-PV and of which 0.008 acres, more or less, is within an existing municipal improvement easement established by said Westlake 3rd Addition.

Temporary Construction Easement 2

A part of the Illinois Central Railroad Companies 50 foot Right of Way as described in Book 986 at Page 33 as Document Number 441361 of the Records in the Recorder's Office of Macon County, Illinois and being located in the East Half of the Southeast Quarter of Section 6, Township 16 North, Range 3 East of the Third Principal Meridian, described as follows:

Commencing at an Illinois Department of Transportation Vault found at the southeast corner of said Section 6 per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 0 degrees 08 minutes 24 seconds West 1173.10 feet along the east line of said Section 6; thence North 90 degrees 00 minutes 00 seconds West 36.00 feet to an existing permanent easement established in 1993 per Roadway Improvement Section 90-00119-00-PV and the Point of Beginning; thence continue North 90 degrees 00 minutes 00 seconds West 44.00 feet to the west line of said Railroads 50 foot Right of Way; thence North 0 degrees 08 minutes 24 seconds West 425.00 feet along said Right of Way; thence North 89 degrees 51 minutes 36 seconds East 44.00 feet to said existing permanent easement; thence

South 0 degrees 08 minutes 24 seconds East 425.11 feet, along said permanent easement, to the Point of Beginning. Said parcel contains 0.429 acres, more or less, situated in the County of Macon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. Terms and conditions covering the construction and maintenance of said Highway across and upon and/or over said easement(s) and the expenses resulting therefrom are covered by a separate force account agreement with Illinois Department of Transportation for the Grade Separation of the Highway, hereinafter referred to as "Agreement", except as may be specifically provided in said separate Agreement, all work set forth therein shall be performed at no expense to Grantor.

3. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee without the prior written consent of the Grantee, which consent will not be unreasonably withheld.

4. The Grantee shall, without charge or assessment therefore against the Grantor or the Grantor's property, and in accordance with the plans and specifications titled PLANS FOR PROPOSED LOCAL AGENCY IMPROVEMENT FAU ROUTE 7448 (BRUSH COLLEGE ROAD) OVER FARIES PARKWAY GRADE SEPARATION, which have been submitted to Grantor's Chief Engineer or his duly authorized representative. Grantee will perform all work and furnish any material necessary for the construction and maintenance of the Highway. If any material changes to said plans and specifications are required for the future construction, operation, use, maintenance, repair and replacement of the Highway, within the easement area, Grantee shall submit plans and specifications to Grantor's Chief Engineer or his duly authorized representative for review and comment. The

Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

5. Neither the Grantor, nor its property, shall be subjected to any charge, assessment or expense, arising from, growing out of, or in any way attributable to, the maintenance of the Highway, including any costs for weed control or snow removal within the easement area. If the Grantor or its property is legally subjected to any such charge, assessment or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by Grantor.

6. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

7. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative a right of entry agreement in Grantor's then-current format for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor or the Grantee, at such contractor or Grantee's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen, as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to prepay the Grantor for such protective services and devices furnished to the contractor. The Grantee shall withhold final payment to its contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled.

The Grantee shall reimburse the Grantor within Thirty (30) days of invoice date for any work performed for the Grantee by the Grantor.

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

8. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy. The Railroad may raise the insurance limits required if it determines this as necessary; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad Protective policy shall name the Illinois Central Railroad Company as the insured and shall include a waiver of subrogation. The policy shall be in a form acceptable to the Grantor

and said insurance shall be primary as it relates to this contract. The Grantee shall require each contractor to furnish to the Grantor the original Railroad Protective policy and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all other insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.

9. If the public use of the temporary easement(s) on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement(s) shall thereupon cease and determine and the Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. The forgoing notwithstanding, any temporary easement(s) conveyed herein shall automatically cease and determine upon completion of the work to be performed thereon pursuant hereto or upon five (5) years of the date of this indenture, whichever is sooner. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of Grantor's duly authorized representative be practicable.

10. Subject to exceptions herein, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

11. Grantor hereby acknowledges the aforesaid consideration for the easement rights granted in this indenture represents payment in full for the realty interests herein conveyed, including any decrease in value to Grantor's remaining properties resulting therefrom, but Grantor does not waive or release any claim for trespass or negligence against the Grantee, or any agent or contractor of the Grantee, for any physical damage which may be caused to the Grantor's remaining properties or facilities.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 4th day of NOVEMBER, 2021.

ATTEST:

ILLINOIS CENTRAL RAILROAD COMPANY

By: Sydney Cervantes

By: James V. Fountain

Name: Sydney Cervantes

James V. Fountain

Title: Manager Real Estate

Senior Manager Real Estate

ATTEST:

ACCEPTED:

CITY OF DECATUR,

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Owner: Illinois Central Railroad Company
Route: F.A.U. 7448
Section: 09-00933-01-BR
County: Macon
Project No.: North Brush College Road
Parcel No.: 33a
P.I.N. No.: 04-13-06-479-007, 04-13-06-479-013 & 04-13-03-479-014

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of the State of Illinois, and duly authorized to do business in the State of Illinois, for and in consideration of the sum of Seven Thousand One Hundred AND NO/100 Dollars (\$7100.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the City of Decatur, hereinafter referred to as Grantee, temporary easements for the purpose of grading, track realignment, public roadway & appurtenances and other highway purposes of Brush College Road, hereinafter for convenience referred to as "Highway", over, upon and across the right of way and property of Grantor, in the vicinity of Grantor's Peoria Subdivision, Milepost 0.83, DOT #291386B, in the City of Decatur, Macon County, in the State of Illinois, as shown on print(s) attached hereto and made a part hereof, and described as follows:

Temporary Construction Easement

Lot Sixteen (16), Lot Seventeen (17) and Lot Eighteen (18), all of Westlake 3rd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 536, Page 66 of the Records in the Recorder's Office of Macon County, Illinois, described as follows:

All of said Lot Sixteen (16), except the west Ten (10) feet thereof, all of said Lot Seventeen (17) and the South 20 feet of said Lot Eighteen (18). Said parcels contain 0.700 acres, more or less, of which 0.242 acres, more or less, is within an existing permanent easement established in 1993 per Roadway Improvement Section 90-00119-00-PV and of which 0.014 acres, more or less, is within an existing municipal improvement easement established by said Westlake 3rd Addition, situated in the County of Macon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. Terms and conditions covering the construction and maintenance of said Highway across and upon and/or over said easement(s) and the expenses resulting therefrom are covered by a separate force account agreement with Illinois Department of Transportation for the Grade Separation of the Highway, hereinafter referred to as "Agreement", except as may be specifically provided in said separate Agreement, all work set forth therein shall be performed at no expense to Grantor.

3. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to

keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee without the prior written consent of the Grantee, which consent will not be unreasonably withheld.

4. The Grantee shall, without charge or assessment therefore against the Grantor or the Grantor's property, and in accordance with the plans and specifications titled PLANS FOR PROPOSED LOCAL AGENCY IMPROVEMENT FAU ROUTE 7448 (BRUSH COLLEGE ROAD) OVER FARIES PARKWAY GRADE SEPARATION, which have been submitted to Grantor's Chief Engineer or his duly authorized representative. Grantee will perform all work and furnish any material necessary for the construction and maintenance of the Highway. If any material changes to said plans and specifications are required for the future construction, operation, use, maintenance, repair and replacement of the Highway, within the easement area, Grantee shall submit plans and specifications to Grantor's Chief Engineer or his duly authorized representative for review and comment. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

5. Neither the Grantor, nor its property, shall be subjected to any charge, assessment or expense, arising from, growing out of, or in any way attributable to, the maintenance of the Highway, including any costs for weed control or snow removal within the easement area. If the Grantor or its property is legally subjected to any such charge, assessment or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by Grantor.

6. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

7. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative a right of entry agreement in Grantor's then-current format for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor or the Grantee, at such contractor

or Grantee's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen, as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to prepay the Grantor for such protective services and devices furnished to the contractor. The Grantee shall withhold final payment to its contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled.

The Grantee shall reimburse the Grantor within Thirty (30) days of invoice date for any work performed for the Grantee by the Grantor.

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

8. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy. The Railroad may raise the insurance limits required if it determines this as necessary; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad Protective policy shall name the Illinois Central Railroad Company as the insured and shall include a waiver of subrogation. The policy shall be in a form acceptable to the Grantor and said insurance shall be primary as it relates to this contract. The Grantee shall require each contractor to furnish to the Grantor the original Railroad Protective policy and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all other insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.

9. If the public use of the temporary easement(s) on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement(s) shall thereupon cease and determine and the Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. The forgoing notwithstanding, any temporary easement(s) conveyed herein shall automatically cease and determine upon completion of the work to be performed thereon pursuant hereto or upon five (5) years of the date of this indenture, whichever is sooner. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present,

insofar as such restoration may in the opinion of Grantor's duly authorized representative be practicable.

10. Subject to exceptions herein, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

11. Grantor hereby acknowledges the aforesaid consideration for the easement rights granted in this indenture represents payment in full for the realty interests herein conveyed, including any decrease in value to Grantor's remaining properties resulting therefrom, but Grantor does not waive or release any claim for trespass or negligence against the Grantee, or any agent or contractor of the Grantee, for any physical damage which may be caused to the Grantor's remaining properties or facilities.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 4th day of NOVEMBER, 2021.

ATTEST:

ILLINOIS CENTRAL RAILROAD COMPANY

By:

Sydney Cervantes

By:

James V. Fountain

Name:

Sydney Cervantes

James V. Fountain

Title:

Manager Real Estate

Senior Manager Real Estate

ATTEST:

ACCEPTED:

CITY OF DECATUR,

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Owner: Illinois Central Railroad Company
Route: F.A.U. 7448
Section: 09-00933-01-BR
County: Macon
Project No.: North Brush College Road
Parcel No.: 33
P.I.N. No.: 04-13-06-476-014

HIGHWAY EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, ILLINOIS CENTRAL RAILROAD COMPANY, a corporation of the State of Illinois, and duly authorized to do business in the State of Illinois, for and in consideration of the sum of One Thousand Six Hundred AND NO/100 Dollars (\$1600.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, so far as it lawfully may, to the City of Decatur, (Grantee), highway easement for the purpose of grading, track realignment, public roadway & appurtenances and other highway purposes of Brush College Road, hereinafter for convenience referred to as "Highway", over, upon and across the right of way and property of Grantor, in the vicinity of Grantor's Peoria Subdivision, Milepost 0.83, DOT #291386B, in the City of Decatur, Macon County, in the State of Illinois, as shown on print(s) attached hereto and made a part hereof, and described as follows:

Highway Easement

A part of the Illinois Central Railroad Companies 50 foot Right of Way as described in Book 986 at Page 33 as Document Number 441361 of the Records in the Recorder's Office of Macon County, Illinois and being located in the East Half of the Southeast Quarter of Section 6, Township 16 North, Range 3 East of the Third Principal Meridian, described as follows:

Commencing at an Illinois Department of Transportation Vault found at the southeast corner of said Section 6 per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 0 degrees 08 minutes 24 seconds West 1071.10 feet along the east line of said Section 6; thence North 90 degrees 00 minutes 00 seconds West 36.00 feet to an existing permanent easement established in 1993 per Roadway Improvement Section 90-00119-00-PV and the Point of Beginning; thence North 56 degrees 21 minutes 11 seconds West 28.88 feet; thence North 90 degrees 00 minutes 00 seconds West 20.00 feet to the west line of said Railroads 50 foot Right of Way; thence North 0 degrees 08 minutes 24 seconds West 86.00 feet along said Right of Way; thence North 90 degrees 00 minutes 00 seconds East 44.00 feet to said existing permanent easement; thence South 0 degrees 08 minutes 24 seconds East 102.00 feet, along said existing permanent easement, to the Point of Beginning. Said parcel contains 0.091 acres (3976 Square Feet), more or less, situated in the County of Macon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. Terms and conditions covering the construction and maintenance of said Highway across and upon and/or over said easement(s) and the expenses resulting there from are covered by a separate force account agreement with Illinois Department of Transportation for the Grade Separation of the Highway, hereinafter referred to as "Agreement", except as may be specifically provided in said separate Agreement, all work set forth therein shall be performed at no expense to Grantor.

3. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee without the prior written consent of the Grantee, which consent will not be unreasonably withheld.

4. The Grantee shall, without charge or assessment therefore against the Grantor or the Grantor's property, and in accordance with the plans and specifications titled PLANS FOR PROPOSED LOCAL AGENCY IMPROVEMENT FAU ROUTE 7448 (BRUSH COLLEGE ROAD) OVER FARIES PARKWAY GRADE SEPARATION, which have been submitted to Grantor's Chief Engineer or his duly authorized representative. Grantee will perform all work and furnish any material necessary for the construction and maintenance of the Highway. If any material changes to said plans and specifications are required for the future construction, operation, use, maintenance, repair and replacement of the Highway, within the easement area, Grantee shall submit plans and specifications to Grantor's Chief Engineer or his duly authorized representative for review and comment. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

5. Neither the Grantor, nor its property, shall be subjected to any charge, assessment or expense, arising from, growing out of, or in any way attributable to, the maintenance of the Highway, including any costs for weed control or snow removal within the easement area. If the Grantor or its property is legally subjected to any such charge, assessment or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by Grantor.

6. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the

continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

7. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative a right of entry agreement in Grantor's then-current format for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor or the Grantee, at such contractor or Grantee's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen, as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to prepay the Grantor for such protective services and devices furnished to the contractor. The Grantee shall withhold final payment to its contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled.

The Grantee shall reimburse the Grantor within Thirty (30) days of invoice date for any work performed for the Grantee by the Grantor.

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

8. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy. The Railroad may raise the insurance limits required if it determines this as necessary; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad Protective policy shall name the Illinois Central Railroad Company as the insured and shall include a waiver of subrogation. The policy shall be in a form acceptable to the Grantor and said insurance shall be primary as it relates to this contract. The Grantee shall require each contractor to furnish to the Grantor the original Railroad Protective policy and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all other insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.

9. If the public use of the permanent easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement(s) shall thereupon cease and determine and the Grantee shall surrender or

cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. The forgoing notwithstanding, any temporary easement(s) conveyed herein shall automatically cease and determine upon completion of the work to be performed thereon pursuant hereto or upon five (5) years of the date of this indenture, whichever is sooner. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of Grantor's duly authorized representative be practicable.

10. Subject to exceptions herein, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

11. Grantor hereby acknowledges the aforesaid consideration for the easement rights granted in this indenture represents payment in full for the realty interests herein conveyed, including any decrease in value to Grantor's remaining properties resulting therefrom, but Grantor does not waive or release any claim for trespass or negligence against the Grantee, or any agent or contractor of the Grantee, for any physical damage which may be caused to the Grantor's remaining properties or facilities.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 4th day of NOVEMBER, 2021.

ATTEST:

By: Sydney Cerrantes

Name: Sydney Cerrantes

Title: Manager Real Estate

ILLINOIS CENTRAL RAILROAD COMPANY

By: James V. Fountain

James V. Fountain

Senior Manager Real Estate

ATTEST:

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF DECATUR,

By: _____

Name: _____

Title: _____

To: HOMEWOOD LOC – 2 nd FLOOR	From: <i>Diane Lewis</i> Public Works Manager – Homewood, IL
--	--

Internal Correspondence
(CONFIDENTIAL DOCUMENT)

Reference #: _____

RECOMMENDATION/APPROVAL – LETTER OF INTENT		12/06/2023 <small>Click here to enter a date.</small>
PROJECT DESCRIPTION: Amendment for Faries Parkway (Decatur II Peoria Sub MP .83) Agreement #		
PROJECT LOCATION: Faries Parkway – Peoria Sub MP .83 in Decatur II		RAILROAD: Illinois Central Railroad Company
ESTIMATED LENGTH OF JOB: <u>Present</u>	ESTIMATED START DATE: <u>12/31/2024</u>	ESTIMATED IN SERVICE DATE: _____
RECOMMENDED BID: \$ <u>0</u>		ESTIMATE: \$ _____
CONTINGENCY/ALLOWANCE: \$ <u>0</u>		COST OBJECT: NONE
AMOUNT TO BE AUTHORIZED: \$ <u>0</u>		COST OBJECT NO: _____
2ND BID: \$ <u>0</u> [2 ND BIDDER NAME]		FUNDS ALLOTTED: _____
3RD BID: \$ <u>0</u> [3 RD BIDDER NAME]		EXTERNAL APPROVALS: <div style="display: flex; justify-content: space-between;"> RECEIVED REQUESTED </div>
CN CONTRIBUTION:		<small>Click here to enter a date.</small> <small>Click here to enter a date.</small>

CONTRACTOR HAS PERFORMED WORK OF SIMILAR NATURE SATISFACTORILY IN THE PAST:		<input type="checkbox"/> For CN <input type="checkbox"/> For Others <input checked="" type="checkbox"/> No History	FINANCIAL REPORT: <input type="checkbox"/> Requested <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Not Applicable
NUMBER OF BIDDERS: _____	TENDER CLOSING DATE: _____		
BASIS OF TENDER: <input type="checkbox"/> Unit Price <input checked="" type="checkbox"/> Lump Sum Price			
• TUNNEL WORK: <input type="checkbox"/> TRUE <input checked="" type="checkbox"/> FALSE		• FLAGMEN: <input checked="" type="checkbox"/> TRUE <input type="checkbox"/> FALSE	
• BLASTING: <input type="checkbox"/> TRUE <input checked="" type="checkbox"/> FALSE		• RR EMPLOYEES: <input checked="" type="checkbox"/> TRUE <input type="checkbox"/> FALSE	

Recommendation / Approval for Award (Contingent upon receipt of financial report and external approval, if required.)					
#	FUNCTION - TITLE	RECOM.	APPR.	SIGNATURE	DATE
-	RECEIVED FROM RESPONSIBLE ENGINEER	-	-		
1	CN LEGAL DEPARTMENT MIKE BARRON	<input type="checkbox"/>	<input type="checkbox"/>		
2	DIRECTOR PLANNING & CONTROL ANN MACGILLIVRAY-PEET	<input type="checkbox"/>	<input type="checkbox"/>		
3	AVP CAPITAL PROGRAM MGMT & GOVERNMENT AFFAIRS -	<input type="checkbox"/>	<input type="checkbox"/>		
4	REGIONAL ENGINEER – SOUTHERN REGION TOM HILLIARD	<input type="checkbox"/>	<input type="checkbox"/>		
5	CHIEF ENGINEER STRUCTURES, DESIGN & CONSTRUCTION PAULA PIENTON	<input type="checkbox"/>	<input type="checkbox"/>		
6	VICE PRESIDENT – ENGINEERING BRENT LAING	<input type="checkbox"/>	<input type="checkbox"/>		
7	VICE PRESIDENT – FINANCIAL PLANNING JAMIE LOCKWOOD	<input type="checkbox"/>	<input type="checkbox"/>		
8	EXECUTIVE VICE PRESIDENT & COO - FIELD DEREK TAYLOR	<input type="checkbox"/>	<input type="checkbox"/>		
9	EXECUTIVE VICE PRESIDENT & COO NETWORK PATRICK WHITEHEAD	<input type="checkbox"/>	<input type="checkbox"/>		
10	EXECUTIVE VICE PRESIDENT & CHIEF FINANCIAL OFFICER GHISLAIN HOULE	<input type="checkbox"/>	<input type="checkbox"/>		

PLEASE RETURN TO: Diane Lewis

Letter of Amendment

By and Between

City of Decatur, Illinois and Illinois Central Railroad Company

THIS AMENDMENT is hereby made and entered into by and between the **CITY OF DECATUR, ILLINOIS**, (hereinafter the “CITY”) and the **ILLINOIS CENTRAL RAILROAD COMPANY** (hereinafter the “RAILROAD”).

WHEREAS, The CITY and the RAILROAD, entered into a Construction and Maintenance Agreement for City Improvements to Brush College Road Near FRA-DOT No. 0.83, Peoria Subdivision Staley Lead, signed by the CITY on July 19, 2021 and the RAILROAD on November 8, 2021; and

WHEREAS, The CITY received a grant from the Federal Railroad Administration for the above noted Brush College improvements that have certain terms and conditions to comply with 49 U.S.C. 22905 that require an amendment to said agreement; and,

WHEREAS, the CITY seeks the approval of the RAILROAD for inclusion of the required terms and conditions in said agreement by this Letter of Amendment.

NOW THEREFORE, the Grant Conditions under 49 U.S.C. 22905(c)(1) (B)-(D) provided below are approved and included by reference in the Construction and Maintenance Agreement for City Improvements to Brush College Road Near FRA-DOT No. 0.83, Peoria Subdivision Staley Lead.

22905(c)(1)(B): The CITY and RAILROAD assure the adequacy of infrastructure capacity to accommodate both existing and future freight and none of the infrastructure capacity planned is for passenger service.

22905(c)(1)(C): The RAILROAD assures that collective bargaining agreements with the RAILROAD’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the RAILROAD on the railroad transportation corridor.

22905(c)(1)(D): The CITY assures that it complies with liability requirements consistent with 49 U.S.C. § 28013.

- The term “infrastructure capacity” means the infrastructure capacity that results **from the project**.
- The term “existing” refers to operations that exist before the project begins, and the term “future” refers to operations that **result from the project**.



**Mayor
City of Decatur**

**By:
Illinois Central Railroad Company**

1/10/24

Date

Date

SUBJECT: Human Relations 2023 Annual Report

ATTACHMENTS:

Description	Type
Human Relations 2023 Annual Report	Backup Material

CITY OF DECATUR HUMAN RELATIONS COMMISSION ANNUAL REPORT

Summary of Cases Processed in 2023

Calendar year 2023 was one of the most active years in recent history, with the Commission processing 16 cases. In the previous four years, the Commission processed an average of 8 cases per year. A summary of cases begins on the following page.

In addition to handling discrimination charges, the Commission began an intensive review of the City's Unlawful Discrimination ordinance (Chapter 28 of the City of Decatur Code). This is being done at the invitation of the City Manager. The Commission expects to conclude its review in 2024 and submit recommendations to clarify and improve the ordinance.

It should be noted that there are currently 3 vacancies on the Human Relations Commission.

Respectfully submitted,



Fred W. Spannaus
Contractual Human Rights Investigator
Human Relations Commission
City of Decatur, Illinois

Charge #	Type	Date Filed	Disposition
#220201	Disability discrimination in employment (termination)	February 1, 2022	Conducted a full investigation and found probable cause on October 19, 2022. After lengthy negotiations, the case was settled on July 18, 2023.
#220713	Race discrimination and retaliation in employment (termination)	July 13, 2022	I dismissed the case for lack of evidence on August 3, 2022. Complainant appealed the dismissal, and the Commission reversed it on September 22, 2022. I then conducted a full investigation and did not find probable cause of a violation. Complainant again appealed. The Commission heard the appeal and upheld the dismissal on May 9, 2023.
#221017	Gender identity discrimination in public accommodations	October 17, 2022	After initial interview, I found reasonable suspicion of a violation. I conducted an investigation and did not find probable cause of a violation. The case was closed on March 13, 2023.
#230224	Race discrimination in employment	February 24, 2023	After initial interview, I found reasonable suspicion of a violation. The Respondent and Complainant attempted conciliation before an investigation began. I conducted a mediation session on June 7 which resulted in an agreement in principle. The agreement was finalized and the case closed on July 6, 2023.
#230303	Disability discrimination in housing and employment	March 3, 2023	After initial interview, I found reasonable suspicion of a violation. I conducted an investigation and did not find probable cause of a violation. The case was closed on September 26, 2023.

Charge #	Type	Date Filed	Disposition
#230629	Disability discrimination in employment	June 29, 2023	After initial interview, I found reasonable suspicion of a violation. The Respondent offered a reasonable accommodation, which the Complainant accepted. The case was closed on September 22, 2023.
#230719	Race discrimination in employment (termination)	July 19, 2023	After initial interview, I found reasonable suspicion of a violation. The Respondent submitted its response. The Complainant failed to appear three times for investigation interviews. I dismissed the case for lack of cooperation by the Complainant on November 16, 2023.
#230725A	Unspecified discrimination	July 25, 2023	Conducted initial interview and did not find reasonable suspicion of a violation, as the Complainant did not allege that unfair treatment was due to a protected class or sexual harassment. Case was closed on August 8, 2023.

Charge #	Type	Date Filed	Disposition
#230725B	Race discrimination in employment		After initial interview, I found reasonable suspicion of a violation. The Respondent and Complainant agreed to attempt a settlement before an investigation began. I conducted mediation via email which resulted in an agreement in principle on October 26. The settlement was finalized and the case closed on November 22, 2023.
#230824	Unspecified discrimination	August 24, 2023	Conducted initial interview and did not find reasonable suspicion of a violation, as the Complainant did not allege than any adverse action had occurred. Case was closed on August 29, 2023.
#230831	Race discrimination in employment	August 31, 2023	After initial interview, I found reasonable suspicion of a violation. The Respondent did not submit a response, but we discovered that the Respondent was not the employer of record. On November 14 I refiled the charge with the correct Respondent. This Respondent also failed to submit a response. As of the end of the year, the Commission is appointing a hearing officer and setting a public hearing.
#230908A	Retaliation	September 8, 2023	I had a conflict of interest and referred the Complainant to the Illinois Department of Human Rights. Case was closed on September 8, 2023.

Charge #	Type	Date Filed	Disposition
#230908B	National origin discrimination in employment	September 8, 2023	Conducted initial interview and discovered that the alleged violation did not occur within the City of Decatur. I referred the Complainant to the Illinois Department of Human Rights, and the case was closed for lack of jurisdiction on September 25, 2023.
#230912	Race discrimination in employment (termination)	September 12, 2023	After initial interview, I found reasonable suspicion of a violation. The Respondent submitted its response. The Complainant did not respond to repeated attempts to schedule an investigation interview. I dismissed the case for lack of cooperation by the Complainant on December 12, 2023.
#231010	Disability discrimination in public accommodations	October 10, 2023	Conducted initial interview and later discovered that this was a case of mistaken identity, not unlawful discrimination. The case was dismissed on November 2, 2023.
#231210	Race discrimination in employment (termination)	December 10, 2023	The alleged violation did not occur within the City of Decatur. I referred the Complainant to the Illinois Department of Human Rights, and the case was closed for lack of jurisdiction on December 6, 2023.