



**Monday, June 19, 2017
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of June 5, 2017 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations & Recognitions
2. Ordinance Annexing Territory-3324 Ferris Drive
3. Resolution Approving an Agreement with Pure Technologies US Inc. dba Wachs Water Services for the Water Main Valve Assessment Project, City Project 2017-13
4. Resolution Authorizing the First Amendment for an Intergovernmental Agreement with the Illinois Department of Transportation for Midwest Inland Port Study
5. Resolution Authorizing Execution of Franchise Agreement - Comcast of Illinois/Indiana/Ohio, LLC

VI. Other Business

VII. Adjournment

Council Information - May Progress Report Lake Decatur Dredging Basins 1-4 & Oakley Sedimentation Basin Rehabilitation City Project 2013-14

Council Information - 2017 Annual Water Quality Report

Council Information - May 2017 Monthly Reports

CITY COUNCIL MINUTES

Monday, June 5, 2017

On Monday, June 5, 2017, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

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

This being the time for Appearance of Citizens, the following citizens appeared:

Prescott Paulin representing 300 Below stated Decatur's population is shrinking more than any other City in Illinois because of taxes and trains. Trains continue to block on both sides of 27th Street and there is no easy access for emergency services to get into their area. Mr. Paulin stated it was urgent to get better emergency responses throughout the community.

James Taylor congratulated City Manager Tim Gleason and the Union for the City residency requirements.

John Phillips reported that the blocking of the roads during the French Fried 5K event was handled outstandingly this year.

Eddie Caumiant stated the Union is very happy about the collaborative spirit with the City and thanked the City team.

The minutes of the May 15, 2017 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

Proclamations and Recognitions:

Linda Gross with the Garden Club of Decatur, Illinois, read the Proclamation declaring June 4 – 10, 2017, as National Garden week.

Mark Tyus with Metro Decatur Black Chamber of Commerce read the Proclamation proclaiming Friday, June 9, 2017, Metro Decatur Black Chamber of Commerce Day.

Recognitions:

John Williams and Jerome Parker from Decatur Public Transit came before Council to present two Decatur Public Transit employees with Good Samaritan Awards. Dana Shafer and Mark Bonds were recognized for the help they provided citizens while on their bus routes. Mayor Julie Moore Wolfe thanked the transit employees on behalf of the City Council for the work they do to make the community a better place.

R2017-74 Resolution Authorizing City Manager to Execute Contract Extension with JL Hubbard Insurance and Bonds for Employee Benefit Insurance Broker and Advisory Services, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Charles Kuhle.

Councilwoman Dana Ray asked if the letter was going to have to come back to Council in two years. City Manager Tim Gleason said the two year extension from 2019 through 2021 would have to come back before Council. City Manager Tim Gleason explained the letter before Council tonight is for approval of the 2017 through 2019 two year contract period. The signature required for next year would be one he would sign as City Manager and the Council would be granting that authority upon approval tonight.

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

2017-24 Ordinance Authorizing Collective Bargaining Agreement for Pay and Benefits – AFSCME Council 31 and Local 268, General Service Employees, was presented.

Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Councilman Bill Faber congratulated City Manager Tim Gleason on the negotiation of the contract and especially on the residency clause.

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

2017-25 Ordinance Granting Non-Conforming Use Permit Expansion of Non-Conforming Contractors and Builders Use 3350 West Marietta Street, was presented.

Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Councilwoman Dana Ray stated that the combined sizes of the two buildings would be larger than the house, which was the issue. Reading through the documents there were other properties in that location that had similar structures. Councilwoman Dana Ray asked if those properties were located in the County or the City that had the larger structures. City Manager Tim Gleason stated those properties in close proximity were in the County. Councilman Charles Kuhle stated he went out and looked at this property and the other homes in this area and he didn't see a problem in this situation. Councilwoman Dana Ray asked why the surrounding structure can't be larger than the home. City Manager Tim Gleason explained this area is zoned R-1 residential. Councilwoman Dana Ray asked if the issue was that the petitioner was asking for the wrong type of zoning, does the zoning need to be something different in order to be in compliance. City Manager Tim Gleason explained that could be something City staff looked at when they looked at the land use plan, but for whatever reason at some point and time that is what staff deemed this area to be currently or staff deemed the growth in this area to be strictly residential. City Planner Suzy Stickle explained that the non-conforming use permit is allowing for the expansion of the business. It only allows them to expand the business to meet the perimeters of the zoning ordinance. They will still have to go to the Zoning Board. Councilman Charles Kuhle asked what would happen if the property changes hands. City Planner Suzy Stickle explained the non-conforming use permit, as written in the Ordinance, is only to Mr. & Mrs. Kendall.

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

R20107-75 Resolution Authorizing Annual Service Agreement with Superion, LLC – OSSI – Decatur Police Department, was presented.

Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2017-76 Resolution Authorizing Intergovernmental Agreement Establishing the Central Illinois Regional Dispatch Center, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Councilwoman Lisa Gregory stated a lot of coordination and collaboration went into putting this plan together. Councilwoman Lisa Gregory thanked everyone that had been a part of this plan for the work that they had done. Councilman Bill Faber asked how the dispatchers were

going to be accommodated. City Manager Tim Gleason explained that the dispatchers are no longer going to be City employees and it was of the utmost importance that the dispatchers do not lose their positions nor any of their benefits diminished. Councilman Charles Kuhle stated that the executive board is three individuals and would a quorum ever pose a problem. City Manager Tim Gleason stated he would hope not.

Eddie Caumiant stated they are very happy to be a part of making this transition into a private employer. The bargaining unit is ready to do their part in this project and happy to do it.

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

R2017-77 Resolution Authorizing Termination of Contractual Agreement with ETSB, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

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

R2017-78 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc. for 2017 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2017-09, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman David Horn asked if Entler had done any work that would have involved the MBE Ordinance before and were they compliant. City Manager Tim Gleason said yes they had been and exceeded at times. Councilman Charles Kuhle asked in past history what percentage over estimates had the Council decided was too much. City Manager Tim Gleason explained that sometimes we find that we are in a percentage more than what we see tonight, but in every instance we had to bring it before Council because it is work that needs to be done or equipment that needs to be purchased.

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

R2017-79 Resolution Approving the Expenditure of City Funds to Purchase Fiber Build Services for Phase 2 of the City Fiber Project from the Illinois Department of Innovation & Technology, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Councilwoman Lisa Gregory thanked the Buffett Foundation for their many contributions to our community.

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

2017-26 Ordinance Rezoning Property R-3 Single Family Residence District to B-1 Neighborhood Shopping District 1210 South Jasper, was presented.

Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

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

2017-27 Ordinance Amending Zoning Ordinance Section XII. B-2 Commercial District, was presented.

Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

City Planner Suzy Stickle stated they are looking to allow animal kennels as a conditional use permit in the B-2 zoning district. Staff is of the opinion that having the animal kennel as a B-2 conditional use is similar to an animal hospital with an outdoor kennel not less than 100 feet to a residential district. Mayor Julie Moore Wolfe stated 100 feet did not seem that far away from a residential area. City Planner Suzy Stickle stated that because it is a conditional use permit, if Council felt in a particular situation that came before them that 200 feet made more sense in a particular area, Council could decide on a case by case basis. Councilman Bill Faber asked what was driving the change. City Planner Suzy Stickle stated there was a question about animal clinics and animal kennels and when staff looked at it they determined it made sense that it become a conditional use permit in the B-2 and match up as it is permitted in M-1 for animal clinics and animal kennels.

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

2017-28 Ordinance Amending Zoning Ordinance Section XXV, Signage, was presented.

Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Councilman David Horn asked if all of the billboard space on I-72 currently occupied by active number of advertisement and amount of possible billboards. City Manager Tim Gleason stated he was not sure. He said he could check and report back to Council. Councilman David Horn asked what the advantages would be in having these larger billboards. City Manager Tim Gleason said this would be consistent with some of the comparable communities in the area and there is a desirability component from some of the entities that expressed interest in building out along the interstate. Corporation Counsel Wendy Morthland explained that this is strictly for signage which is not affected by the billboard regulations. Councilman Charles Kuhle asked if Council could see some examples of the signage. City Manager Tim Gleason stated it is the typical extremely large interstate sign. Staff actually reduced the size of the signage that we brought before Council.

Chad Bruner with Love's Travels Stop shared that they have a piece of property along the interstate and they have been working with City staff to come up with the Zoning amendment. If you look at our other stores across Illinois, the signs are 1200 square feet and we are reducing that down to approximately 830 square feet here. You have to make sure a vehicle can recognize the sign, slow down, and exit the highway safely. Mr. Bruner stated that this type of Ordinance is important to their business because it allows them to be seen and be successful.

City Manager Tim Gleason stated while he appreciated Mr. Bruner stepping forward on this item and volunteering this information he wanted to make sure that we do not create the expectation that Council will know the businesses related to items like this. We have to protect the integrity of the process and if this was denied, we want to make sure we protect the City because of this known project.

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

2017-29 Ordinance Rezoning Property R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District 3900 Block of County Fair Drive, was presented.

Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

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

Mayor Julie Moore Wolfe called for Consent Calendar Items A through G and asked if any Council member wished to have an item removed from Consent Calendar. Councilman Pat McDaniel removed Item D and Councilman Bill Faber removed Item E. The Clerk read Items A, B, C, F, and G:

- A. Receiving and Filing of Minutes of Boards and Commissions
- B. 2017-30 Ordinance Amending City Code Chapter 67.1 Floodplain Protection Provisions
- C. R2017-80 Resolution Ascertaining Prevailing Rate of Wages for Construction of Public Works by Contract
- F. R2017-81 Resolution Authorizing Application and Execution of Technical Assistance Grant Contract with the Illinois Department of Transportation for Section 5305 State Planning and Research (Technical Services) Grant
- G. R2017-82 Resolution Authorizing the Execution of a Change Order Cummins Crosspoint

Councilwoman Dana Ray moved Items A, B, C, F, and G be approved by Omnibus Vote; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Item D. R2017-83 Resolution Authorizing Agreement for Lobbying Services Curry and Associated L.L.C., was presented.

Councilwoman Lisa Gregory moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Pat McDaniel asked if consultants the City hires could give a periodic address to the Council and public to give a little more understanding of what issues municipalities are dealing with.

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

Item E. R2017-84 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Councilman Bill Faber stated he was being asked to vote on this item without any idea what is in the minutes. He asked to have all the minutes tendered to him to review so he could make an informed vote.

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

Mayor Julie Moore Wolfe called for Other Business. Councilman Charles Kuhle shared that in Michigan City, Indiana there is a beautiful bridge over the interstate with a sign that says Michigan City and it is illuminated at night. He thought it would be great if there was a sign over the bridge at Interstate 72 that says Decatur – Forsyth.

Councilman Pat McDaniel stated someone might want to reach out to Mr. Paulin and tell him he might want to reach out to the ICC who is responsible for setting the laws on railroads. City Manager Tim Gleason said he would reach out to Mr. Paulin. Councilman Pat McDaniel wanted to stress that businesses work on soft skills.

Councilman Bill Faber asked if the Town Hall meeting regarding jobs had been scheduled yet. City Manager Tim Gleason stated it had not been scheduled, but there will be an Economic Development forum in July.

Councilman Bill Faber asked if the Mayor was serving as the Liquor Commissioner or had someone else been appointed to that position. Mayor Julie Moore Wolfe stated Councilman Pat McDaniel had been appointed to the position.

Councilwoman Dana Ray moved the regular Council meeting be adjourned; seconded by Councilman Charles Kuhle. Councilmen Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 7:22 p.m.

Approved _____
Debra G. Bright
City Clerk

Public Works

DATE: 5/26/2007

MEMO: 2017-31

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory-3324 Ferris Drive

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

BACKGROUND:

The subject property adjoins Decatur City limits on the west and east. Property to the north and south is located in the County. The lot contains approximately 0.642 acres. The lot is improved with a residence. The property owner wished to annex to obtain city services. The following information is relevant to the areas in question.

1. City water is currently available and not connected to the subject property.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 5.3 miles and 10.5 minutes, respectively.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

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

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

BUDGET/TIME IMPLICATIONS: Based on current assessed value, approximately \$657 in real estate, \$67 in motor fuel and \$243 in state income taxes may be realized annually by annexing the property.

ATTACHMENTS:

Description	Type
2017-31 Ordinance	Ordinance
2017-31 Petition	Backup Material
2017-31 Plat	Backup Material
2017-31 Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3324 Ferris Drive**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith, the petition under oath of James & Misty Getz requesting that there be annexed to the City territory described as:

LOT THIRTY-NINE (39) OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212, OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. COMMONLY KNOWN AS 3324 FERRIS DRIVE, DECATUR, ILLINOIS 62521

PIN# 17-12-33-302-006

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 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 19th day of June, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

James E. Getz Jr

Misty A. Getz

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3324 Ferris Drive, Decatur, IL 62521, and legally described as follows:

LOT THIRTY-NINE (39) OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212, OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. COMMONLY KNOWN AS 3324 FERRIS DRIVE, DECATUR, ILLINOIS 62521

PIN# 17-12-33-302-006

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

[Signature]
Misty Getz

James E. Getz Jr

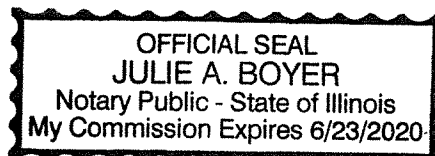
3324 Ferris Dr, Decatur, IL.

Misty Getz

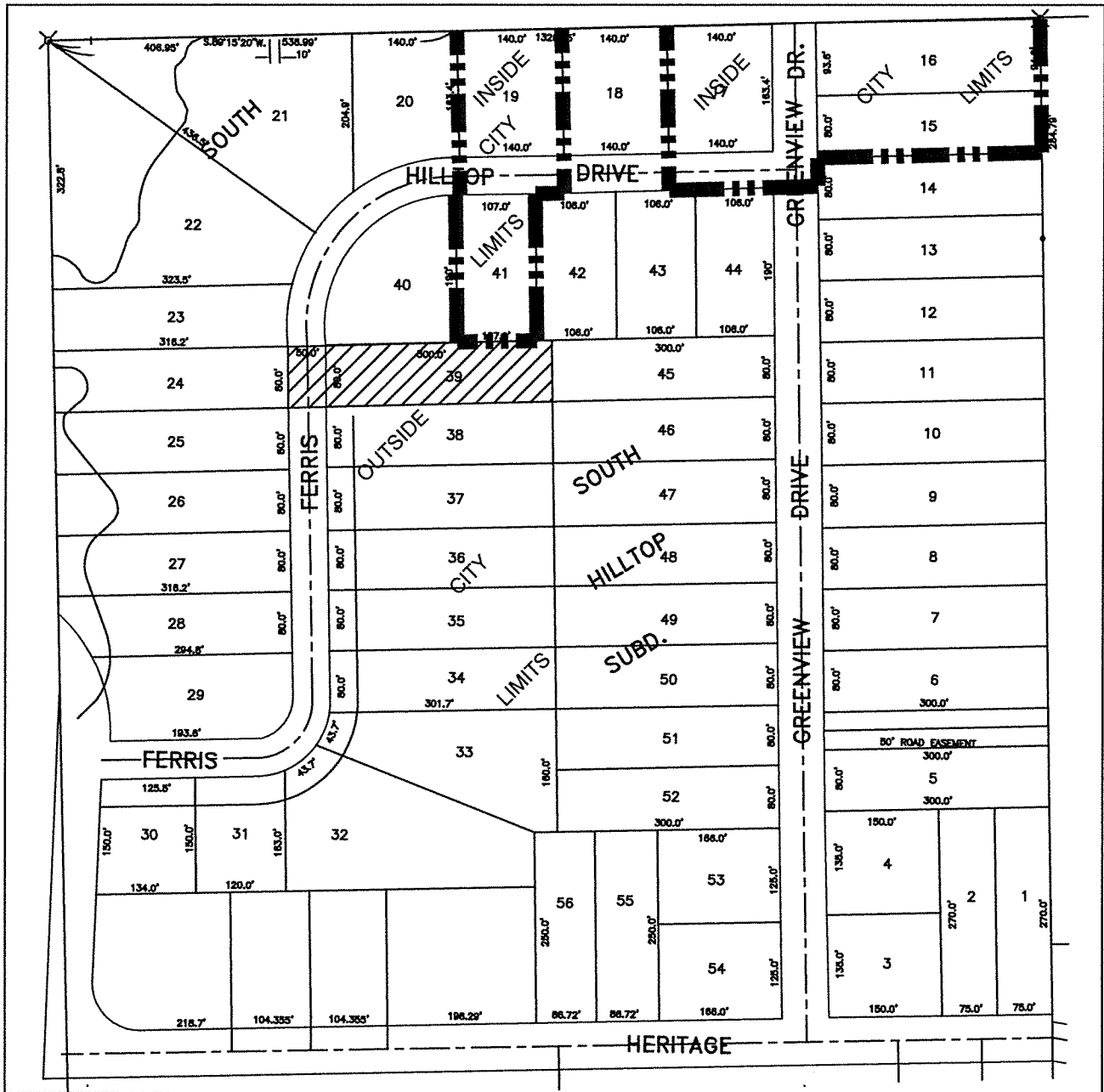
3324 Ferris Dr, Decatur, IL.

Signed and sworn to before me this 28 day of September, 2016

[Signature]
Notary Public

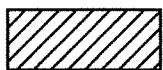


(Rev. 12/2014)

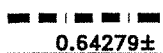


PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3324 FERRIS DRIVE



indicates territory annexed



indicates existing corporate limits

0.64279± acres

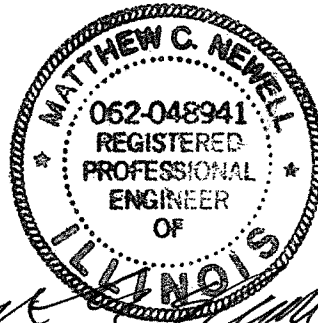
AREA 0.00100± sq. miles

80± lin. ft. of public road

South Wheatland township



N.T.S.



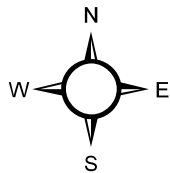
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2016

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed to be Annexed
3324 Ferris Drive



Public Works

DATE: 6/1/2017

MEMO: 2017-36

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Timothy Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT:

Resolution to approve Professional Services Agreement with Wachs Water Services to Perform the Water Main Valve Assessment Project
City Project 2017-13

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Professional Services Agreement between the City of Decatur and Wachs Water Services to provide professional services for the Water Main Valve Assessment Project for a total not to exceed fee of \$413,196.26. The project amount includes a \$30,000 contingency to assist with emergency repairs as needed. The agreement is for a period of 3 years beginning in July 2017 and ending on December 31, 2019, for a total 3 year cost not to exceed \$413,196.26.

BACKGROUND:

The City maintains approximately 535 miles of water mains including nearly 6,000 main line valves that control the flow of water throughout the system. Many of the City's valves have not been operated in decades. An important part of managing a water main system is to have accurate location and condition information for all main line valves. The Water Main Valve Assessment Project will exercise (open and close or close and open) all the main line valves in the City's water main system, verify their location, verify their condition, and input this information into the City's Geographic Information System (GIS) maps. With the information gathered, the Public Works Department will schedule necessary repairs and continuing maintenance.

The project will assess approximately 1/3rd of the main line valves each year for 3 years.

Request for Proposals (RFP)

The City of Decatur advertised a Request for Proposals to provide professional services to perform an assessment of the nearly 6,000 main line valves controlling the City's water main

system on March 8, 2017. On March 28, 2017, the City received proposals from the following firms:

1. M.E. Simpson Company, Valparaiso, IN
2. Wachs Water Services, Buffalo Grove, IL

City staff reviewed the proposals and recommends Council approve a Professional Service Agreement with Wachs Water Services as the firm best qualified to perform the work.

Scope of Work

The Water Main Valve Assessment Project will include the following work items:

1. Locate and identify the main line valves
2. Clean the valve box by removing debris to enable free access to the valve.
3. Inspect the valve and input the various inspection items into the City's GIS database.
4. Exercise the valve by closing and opening (or opening and closing) it several times to assure that it is functioning properly and note any concerns that may arise. Some of the system's larger valves require hundreds of turns to fully open and close them.
5. Use global positioning instruments to locate those valves which are not accurately shown on the City's GIS maps.
6. Work with City staff on the inspection work plan and coordinate the necessary repairs that are identified in the project.

SCHEDULE: The services approved in this agreement will start in July and 1/3rd of the main line valves will be inspected each year for the next 3 years with the project ending in December 2019.

PRIOR COUNCIL ACTION:

There has been no prior City Council action on this project.

The City's 2017 Capital Improvement Plan has allocated \$550,000 for this project over the next 3 fiscal years.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

City Legal Department

LEGAL REVIEW: The Professional Services Agreement was sent to Legal for review and approved on May 22, 2017 by Wendy Morthland.

STAFF REFERENCE: Richard Marley, Public Works Director, Randy Miller, Water Services Manager and Matt Newell, City Engineer. Richard Marley will be at the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Matt Newell, City Engineer.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed Professional Services Agreement with Wachs Water Services is for a total not to exceed fee of \$413,196.26. Funding for this project was allocated in the FY2017 - 2022 Capital Improvement Plan and project costs will be paid from the Water Fund which is supported by the water fees.

Staffing Impact: Staff time has been allocated for managing the project.

ATTACHMENTS:

Description	Type
Resolution Wachs Water Services	Resolution Letter
Professional Services Agreement Wachs	Backup Material

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH
PURE TECHNOLOGIES US INC. DBA WACHS WATER SERVICES
FOR THE WATER MAIN VALVE ASSESSMENT PROJECT
CITY PROJECT 2017-13**

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

Section 1. That the Professional Services Agreement authorizing water main valve assessments for the Water Main Valve Assessment Project, City Project 2017-13, presented to the City Council herewith between the City of Decatur and Pure Technologies US Inc. dba Wachs Water Services, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Pure Technologies US Inc. dba Wachs Water Services, for a total amount not to exceed \$413,196.26.

PRESENTED and ADOPTED this 19th day of June, 2017.

Julie Moore Wolfe, Mayor

Attest:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT
2017-13 WATER MAIN VALVE ASSESSMENT PROJECT

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

WachsWater Services,

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

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

SECTION II. BASIC SERVICES

The Professional Service Provider shall:

- A. SCOPE OF WORK. Professional Service Provider shall provide all services as described in the Scope of Work, Exhibit A.
- B. CITY'S REQUIREMENTS. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
- C. COMPLETION TIME. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.
- D. MINORITY PARTICIPATION GOALS. The City Code requirements for Minority Participation Goals for Public Works Contracts are in effect for all work items that require the payment of Prevailing Wages. The payment of Prevailing Wages is required for all construction or demolition of public works. Typical activities requiring Prevailing Wages are manhole rehabilitation, point repairs, sewer cleaning and other construction related work. The minority participation goals are as follows:
1. Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,
 2. Eighteen percent (18%) of the total hours worked should be performed by minority workers.

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

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

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Professional Service Provider shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. The certificates shall be attached hereto as Exhibit E. The Professional Service Provider shall provide any renewal certificates of insurance automatically to the City's Representative. Upon request the Professional Service Provider shall file with the City certified copies of all insurance policies and all accompanying endorsements described under Section IV.D redacted as necessary to protect the Professional Service Provider's proprietary information. Redactions shall not alter the policy and its endorsements of insurance. The Professional Service Provider shall file certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for (project name)" indicating the City of Decatur's additional insured status. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

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

The certificate must certify the following:

- a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
7. Types and Limits of Insurance. The Professional Service Provider shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

- d. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Professional Service Provider shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
- 8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Professional Service Provider.

E. TERMINATION

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

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

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

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

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

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

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

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

Notwithstanding anything herein to the contrary, Contractor will not be liable to the City for any consequential, indirect, incidental, or special loss or damage suffered by the City or any third party, which are in excess of the insurance coverage amounts set forth in Section IV.D.7 hereof.

- K. **COPYRIGHT ASSIGNMENT.** The Professional Service Provider assigns to the City any and all of Professional Service Provider's rights under copyright laws for work prepared by the Professional Service Provider, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Professional Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. **NO BID RIGGING, BID ROTATION.** The Professional Service Provider certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Professional Service Provider is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Professional Service Provider so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. **NO DELINQUENT TAXES.** The Professional Service Provider agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

- N. DRUG FREE WORKPLACE. The Professional Service Provider agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Professional Service Provider has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Professional Service Provider shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II based on unit costs as set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Professional Service Provider for services and reimbursable expenses of Subconsultants engaged by the Professional Service Provider with the approval of the City's Representative, the amount billed by the Subconsultant to the Professional Service Provider times an approved multiplier of 10%.
- C. PAYMENT FOR WORK COMPLETED
1. Monthly progress payments may be requested by the Professional Service Provider for work satisfactorily completed and shall be made by the City to the Professional Service Provider as soon as practicable upon submission of statements requesting payment by the Professional Service Provider to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Professional Service Provider prefers, the Invoice Data sheet may serve as the Professional Service Provider's invoice.
 2. The Professional Service Provider shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Professional Service Provider shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Professional Service Provider may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Professional Service Provider under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Professional Service Provider and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.

5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Professional Service Provider shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Professional Service Provider and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- D. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Professional Service Provider for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Professional Service Provider also will be reimbursed for the charges of independent professional associates and consultants employed by Professional Service Provider to render Basic Services, and paid for services rendered during that phase on the basis of Professional Service Provider's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Professional Service Provider's principals and employees engaged directly on the Project. In the event of any such termination, Professional Service Provider will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2017

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Professional Service Provider Firm

By: CCW
PRESIDENT

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages "A-1", "A-2" and so on.

City of Decatur – Three Year Valve Assessment Program Scope of Services

1. **Valve Assessment, Testing, GPS Locating and Documentation:** The tasks under Work Items 1-4 on the attached Proposal Sheets are considered to be part of the inspection process and as such will not require the payment of prevailing wages to those involved in the work. Wachs Water will adhere to the City's Minority Participation Goals for Public Works Contracts.

Wachs Water Services will provide to the City a mobile device(s) with internet access to be used by each assessment team. The City will install a collector app for ArcGIS that the assessment team will use to input all assessment items into the City's water system database. This will allow the assessment team and the City to track progress and be alerted to identified, non-emergency, maintenance needs.

The work shall include the following subtasks:

1.01 Locate and Identify the Valve:

- a. Determine the valve location using the City's electronically provided location information
- b. Valves shown on a plat but not located shall be searched for using recorded measurements, magnet locator, probing rods, and other tools for up to 15 minutes before being listed as a cannot-locate (CNL).

1.02 Access the Valve: If necessary, the valve cover will be broken and then replaced. The City will provide replacement covers.

1.03 Clean Out/Dewater Valve Box/Vault: Debris will be vacuumed and water pumped out of valve box/vault such that the operating nut is visible and exposed sufficiently to inspect and operate properly. The City will provide a location to discard materials vacuumed out of valve boxes. Wachs Water Services will provide the equipment necessary to remove debris or water from the valve boxes/vaults.

1.04 Inspect Valve: Conduct a visual inspection from ground level of the valve, valve box, and vault, and other items that the inspection documents.

1.05 Exercise Valve: Valves will be exercised from the full open to full closed position until achieving a minimum of two full cycles showing an identical number of turns, (operated full open to full closed to full open is one cycle). All valves shall be exercised with the minimum torque required, applied in a graduated sequence to assure that all valves can be safely operated. Torque limits will be agreed with the City before commencement of field operations. As part of the Project Criteria document, Wachs Water will provide, for approval by the City, the standard operating procedures to be followed for the following valves:

- a. 3" – 4" double disk gate valves
- b. 6" – 12" double disk gate valves
- c. 16" – 24" double disk gate valves
- d. 30" – 48" double disk gate valves, horizontal

- e. 30" – 48" double disk gate valves, vertical
- f. 6" – 12" resilient wedge gate valves
- g. 16" – 36" resilient wedge gate valves
- h. 12" – 24" butterfly valves
- i. 30" – 36" butterfly valves

1.06 Valve Assessment: The physical condition and operation of the valve, valve box or vault and the ground surface in the immediate area is to be assessed and documented. Unsafe conditions or damage are to be reported to City's Water Distribution Division in accordance with protocols that will be determined by the Division. The system valves on the app will be color coded to show the following information to assist City staff and the Professional Service Provider track the progress of the valve assessment.

- a. Valve needs to be assessed
- b. Valve needs to be assessed and have a new GPS coordinate shot
- c. Valve was found but could not be accessed
- d. Valve could not be found
- e. Valve needs to be repaired
- f. Valve was properly assessed
- g. Valve is ready to be re-assessed

The assessment items on the collector app to be installed on the Professional Service Provider's mobile device will include the following data inputs that need to be reviewed and/or added:

- h. Date of Operation
- i. Valve Box / Vault Lid Condition
- j. Valve Box Condition
- k. Vault Condition
- l. Depth of Operating Nut
- m. Valve Condition
- n. Open Direction
- o. Number of Turns Full Travel (see 1.05)
- p. Initial Operating Torque
- q. Final Operating Torque

1.07 Mark Valve: Valve operating nut access covers are to be marked with blue paint to identify those that have been assessed.

1.08 Payment: All labor, equipment and materials necessary to complete this work item will be paid at the unit price per EACH for VALVE ASSESSMENT for the size range indicated.

2. Valve Mapping: This task shall include the following subtasks:

2.01 GPS Location: The access point to valve operating nut will be GPS mapped with mapping grade sub-centimeter accuracy, including depth of operating nut to grade, and the attribute data delivered in a database compatible with the City's existing data schema.

- a. Date & Time recorded
- b. Elevation, vertical depth of operating nut



- c. GPS to NAD 83, Illinois State Plane East
 - d. The GIS data deliverable shall be in shape file and .csv formats
- 2.02 Provide Periodic Field Survey to Confirm Accuracy:** Over the length of this contract, field corroborative GPS shots are to be conducted on known monuments to confirm the minimum sub-centimeter accuracy is consistently being achieved in mapping the identified valves.
- 2.03 Payment:** All labor, equipment and materials necessary to complete this work item will be paid at the unit price per EACH for VALVE MAPPING.
- 3. Mobilization and Project Administration:** Mobilization shall include and Compensation will be for the completion of all the following sub tasks:
- 3.01 Prepare Work Plan:** Wachs Water Services will work with the Water Distribution Division to determine which 1/3 of the valves are to be assessed each year, order they are to be assessed, and procedures to be followed during the assessment process.
 - 3.02 Prepare Safety Plan:** Wachs Water will develop and maintain a detailed written safety plan to include the necessary traffic control and procedures to notify the City of emergency conditions that may arise as part of the valve assessment work.
 - 3.03 Prepare Project Schedule:** Wachs Water will develop and maintain an overall schedule for the work for Public Works Department approval, updated monthly as the project progresses.
 - 3.04 Conduct Project Meetings:** Wachs Water will conduct an Initial Project Meeting to review the scope of work and schedule. Monthly project review meetings to update the schedule and advise on the status of the project will be conducted. The Wachs Water Project Team will conduct short weekly coordination discussions with the City's representative to advise on the area of work for the coming week and resolve any ongoing concerns.
 - 3.05 Project Administration:** All administrative tasks required to successfully complete the work.
 - 3.06 Payment:** Fifty percent (50%) of this unit price payment will be made with the first monthly payment and the final 50% will be paid with the yearly final payment.



PRICING
Fiscal Year 2017

	Work Items	Unit	Estimated Quantity	Unit Price	Total
1	4" to 6" Valve Assessment	Each	1370	\$38.25	\$52,402.50
2	8" to 12" Valve Assessment	Each	532	\$39.50	\$21,014.00
3	16" to 24" Valve Assessment	Each	87	\$80.00	\$6,960.00
4	30" to 36" Valve Assessment	Each	7	\$417.00	\$2,919.00
5	Valve Mapping	Each	500	\$43.00	\$21,500.00
6	2017 Mobilization and Project Administration	Lump Sum	1	\$20,000.00	\$20,000.00
7	Emergency Support and Miscellaneous Services (See Note 1)	Lump Sum		\$10,000.00	\$10,000.00
	2017 TOTAL				\$134,795.50

Note 1: Emergency Support and Miscellaneous Services are paid in accordance to Article 109.04, Payment for Extra Work, in the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, April 1, 2016.



PRICING
Fiscal Year 2018

	Work Items	Unit	Estimated Quantity	Unit Price	Total
1	4" to 6" Valve Assessment	Each	1370	\$39.21	\$53,717.70
2	8" to 12" Valve Assessment	Each	532	\$40.49	\$21,540.68
3	16" to 24" Valve Assessment	Each	87	\$82.00	\$7,134.00
4	30" to 36" Valve Assessment	Each	7	\$427.43	\$2,992.01
5	Valve Mapping	Each	500	\$44.08	\$22,040.00
6	2018 Mobilization and Project Administration	Lump Sum	1	\$20,500.00	\$20,500.00
7	Emergency Support and Miscellaneous Services (See Note 1)	Lump Sum		\$10,000.00	\$10,000.00
	2018 TOTAL				\$137,924.39

Note 1: Emergency Support and Miscellaneous Services are paid in accordance to Article 109.04, Payment for Extra Work, in the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, April 1, 2016.



PRICING
Fiscal Year 2019

	Work Items	Unit	Estimated Quantity	Unit Price	Total
1	4" to 6" Valve Assessment	Each	1370	\$39.99	\$54,786.30
2	8" to 12" Valve Assessment	Each	532	\$41.30	\$21,971.60
3	16" to 24" Valve Assessment	Each	87	\$83.64	\$7,276.68
4	30" to 36" Valve Assessment	Each	7	\$435.97	\$3,051.79
5	Valve Mapping	Each	500	\$44.96	\$22,480.00
6	2019 Mobilization and Project Administration	Lump Sum	1	\$20,910.00	\$20,910.00
7	Emergency Support and Miscellaneous Services (See Note 1)	Lump Sum		\$10,000.00	\$10,000.00
	2019 TOTAL				\$140,476.37

Note 1: Emergency Support and Miscellaneous Services are paid in accordance to Article 109.04, Payment for Extra Work, in the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, April 1, 2016.

TOTAL = \$413,196.26



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this _____ day of _____, 20____.

D	Task Mode	Task Name	Duration	Start	Finish	Predecessors	May	June	July	August	September	October	November	Dec
1		Project Start Date	145.28 days	Thu 4/27/17	Fri 11/17/17									
2		Pre-kickoff Meeting	2 hrs	Thu 4/27/17	Thu 4/27/17									
3		Receive GIS from Client	0 days	Thu 6/8/17	Thu 6/8/17	2FS+30 days								
4		Contract Awarded	0 hrs	Tue 8/1/17	Tue 8/1/17									
5		WWS Planning	4 days	Tue 8/8/17	Fri 8/11/17	4FS+1 wk								
6		Develop Project Tracker	32 hrs	Tue 8/8/17	Fri 8/11/17	3,4								
7		Create Job Criteria	6 hrs	Tue 8/8/17	Tue 8/8/17	4								
8		Modify Project Plan	3 hrs	Tue 8/8/17	Wed 8/9/17	7								
9		IS Set-up, DDF Creation	8 hrs	Tue 8/8/17	Tue 8/8/17	3,4								
10		Set-up Esri Collector on Ipad	2 hrs	Tue 8/8/17	Tue 8/8/17	4								
11		Prepare for kickoff Meeting	4 hrs	Tue 8/8/17	Wed 8/9/17	4,7								
12		Crew Mobilization	8 hrs	Tue 8/8/17	Tue 8/8/17									
13		Kickoff Meeting	2 hrs	Mon 8/14/17	Mon 8/14/17	5								
14		Monitor & Execution	47.28 days	Mon 8/14/17	Thu 10/19/17									
15		Daily Tasks	47.28 days	Mon 8/14/17	Thu 10/19/17	13SS								
16		Daily Communication	47.03 days	Mon 8/14/17	Thu 10/19/17	5SS								
65		Daily Valve Exercising	46 days	Mon 8/14/17	Tue 10/17/17	16SS								
114		Daily QA/QC	47.28 days	Mon 8/14/17	Thu 10/19/17	65SS								
163		Weekly Tasks	39.06 days	Mon 8/21/17	Mon 10/16/17									
164		Weekly Communication	39.06 days	Mon 8/21/17	Mon 10/16/17	16SS+5 days								
176		Monthly Tasks	20 days	Tue 9/12/17	Mon 10/9/17									
177		Monthly Progress Meeting and GIS Deliverable	20 days	Tue 9/12/17	Mon 10/9/17	16SS+20 days								
181		Project Close & Meeting	0 days	Thu 11/16/17	Thu 11/16/17	114FS+20 days								
182		Project End	0 days	Fri 11/17/17	Fri 11/17/17	181FS+1 day								

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Project: Decatur IL Schedule

Date: Fri 5/15/17

Page 1



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2017

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

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

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street Suite 100 Denver, CO 80202	1-303-534-4567	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: denaccounttechs@imacorp.com	INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: LIBERTY MUT INS CO INSURER C: LIBERTY MUT FIRE INS CO INSURER D: INSURER E: INSURER F:	NAIC # 22667 23043 23035
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COVERAGES **CERTIFICATE NUMBER:** 49807226 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sudden & Acc. Poll. <input checked="" type="checkbox"/> XCU Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OGLG24995896	12/31/16	12/31/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS1B71170821056	12/31/16	12/31/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Includes Stop Gap	Y/N N	N/A	WC2B71170821046	12/31/16	12/31/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Decatur is included as Additional Insured on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insured on the General, Automobile Liability and Workers Compensation Policies if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

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

DATE
05/09/2017

NAME OF INSURED: Wachs Water Services
Pure Technologies U.S. Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Errors & Omissions Liability:

Policy #BONG25566087003 Effective Dates: 12/31/16-12/31/17 Insurer A: See Above
\$5,000,000 Each Claim; \$5,000,000 Aggregate; \$250,000 SIR; Retro Date: 05/23/03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract,	provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: AS1-B71-170821-056

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

PROFESSIONAL SERVICE PROVIDER'S DISCLOSURE AFFIDAVIT

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

STATE OF Maryland)
) ss.
 COUNTY OF Howard)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Pure Technologies US Inc. dba Wachs Water Services (Hereinafter "Professional Service Provider") is
 a:

Company Name

(Place mark in front of appropriate type of business)

☒ Corporation (if a Corporation, complete B)

☐ Partnership (if a Partnership, complete C)

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

☐ Individual Proprietorship (if an Individual, complete D)

Professional Service Provider's Federal Tax Identification Number is 86-0853190.

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
Illinois Corporation Service C	8920 State Route 108, Suite D
Name	Company Address, Principal Office
801 Adlai Stevenson Drive	Columbia, MD 21045
Address	City, State, Zip
Springfield, IL 62703	800-525-5821
City, State, Zip	Telephone Facsimile
	www.wachsws.com
Telephone	Website

The corporate officers are as follows:

President: John F. Elliott

Vice President: Cliff Wilson

Secretary: Robert W. Bartlett

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract

✓ None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Professional Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

PROFESSIONAL SERVICE PROVIDER

Signature

Cliff Wilson

Printed Name

Vice President

Title

SUBSCRIBED and SWORN to before me this 26th day of May, 2017.

Notary Public

Jody Ann Childers
Commissioned 02/20/17

Jody Ann Delgallio
Notary Public, Frederick County, MD
My Commission Expires 03/21/2020

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE PROFESSIONAL SERVICE PROVIDER As of the date of this contract.		
Project Name:		
Professional Service Provider:		
Classification	Minimum	Maximum
Principal		
Project Manager		
Structural Engineer		
Senior Engineer		
Engineer		
Senior Technician		
Technician		
Professional Land Surveyor		
Construction Inspector		
Structural Engineer		
Clerical		

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:			
(Professional Service Provider Name & Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

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

Professional Service
Provider's Signature: _____

Title: _____

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

- I. **Description of the Minority Participation Goals Program:** The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works contracts. To comply with Chapter 28, Section 10, of the City Code, **contractors will make a good faith effort to meet the following minimum goals for all work within this project requiring the payment of Prevailing Wages:**
 - A. Subcontracting is not required, but if subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 - B. Minority workers should perform **18%** of the total hours worked.
- II. **Waiver:** If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - A. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - B. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- III. **Record Keeping and Reporting:** For work items requiring Prevailing Wages, the Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

Public Works

DATE: 6/12/2017

MEMO: 2017-38

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution Authorizing the First Amendment for an Intergovernmental Agreement with the Illinois Department of Transportation for Midwest Inland Port Study.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest the First Amendment for an Intergovernmental Agreement with the Illinois Department of Transportation for Midwest Inland Port Study. This amendment extends the grant contract time from June 30, 2017 to June 30, 2018.

BACKGROUND:

The Illinois Department of Commerce and Economic Opportunity (DCEO) and the Illinois Department of Transportation (IDOT) have agreed to provide grant funding to the City of Decatur to prepare a Midwest Inland Port Transportation Plan and a Capital Improvements Plan to Implement the Transportation Plan for the City. The general area to be studied is shown on Exhibit 1, attached. This planning project consists of two district parts conducted sequentially, generally described as follows:

1. **Midwest Inland Port (MIP) Transportation Plan.** The focus of this work is to prepare a transportation plan for the MIP analyzing existing facilities and suggesting improvement opportunities for multi-modal freight hub development in Decatur and the Central Illinois region. The plan will identify missing links to add and barriers to remove to provide an integrated system of freight transportation in Decatur offering a full range of freight transportation options. This work will be 80% funded with Federal transportation planning funds administered by the Illinois Department of Transportation and 20% funded by a DCEO grant. The selected consultant shall comply with all Federal aid requirements.
2. **Midwest Inland Port (MIP) Transportation Capital Improvements Plan (CIP).** The focus of this work is to prepare the CIP for the MIP Transportation Plan. The CIP will require sufficient preparation of preliminary concept plans for recommended improvements so that a reliable total project budget and implementation schedule can

be prepared. This work will include estimating costs for right-of-way acquisition, utility relocation, construction and engineering. This work is 100% funded by a DCEO grant.

CONSULTANT SELECTION: URS Corporation, Decatur, IL, was selected to perform the MIP Transportation Plan and Capital Improvements Plan through a competitive, qualifications based process. The City's selection panel consisted of Engineering Division and DUATS staff with assistance from the Macon County Engineer. The panel interviewed two firms, TransSystems of Schaumburg, IL, and URS of Decatur. The panel unanimously recommended URS Corporation for the work. Council approved an engineering service agreement on February 2, 2015.

NOTICE TO PROCEED AND NOTICE TO HALT WORK: URS Corporation was given notice to proceed with the study on April 24, 2015. Initial work started, however both IDOT and DCEO ordered all work on the project to halt on June 30, 2015 due to lack of a budget for the State of Illinois. Later, IDOT notified the City could resume work on July 1, 2016, however DCEO did not authorize resuming work. Since IDOT's grant required a 20% co-pay which was to come from DCEO, the City was not able to resume work.

SCHEDULE: Work on the project cannot resume until a funding source is found for the 20% copay requirement for the IDOT grant.

PRIOR COUNCIL ACTION:

- September 29, 2017 - City Council approved Resolution R2014-110, authorizing an Intergovernmental Agreement with the Illinois Department of Transportation providing \$180,000 for Midwest Inland Port Study
- October 20, 2014 - City Council approved Resolution R2014-126, authorizing an Intergovernmental Agreement with the Illinois Department of Commerce and Economic Opportunity providing \$250,000 for the Midwest Inland Port Study
- February 2, 2015 - City Council approved Resolution 2015-11, authorizing an Agreement with URS Corporation for preparation of the Midwest Inland Port Transportation Plan and Capital Improvements Plan, City Project 2014-06.

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

INPUT FROM OTHER SOURCES: Illinois Department of Transportation.

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

BUDGET/TIME IMPLICATIONS: This project is planned to be funded with grants from the Illinois Department of Transportation and the Illinois Department of Commerce and Economic Development.

ATTACHMENTS:

Description	Type
Resolution Amendment to the IGA	Resolution Letter
Exhibit 1 Map	Exhibit
Amendment to IGA	Backup Material
Orig Agreement MPO-Decatur UPP MIP	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE FIRST AMENDMENT FOR THE
INTERGOVERNMENTAL AGREEMENT WITH THE
ILLINOIS DEPARTMENT OF TRANSPORTATION FOR
THE MIDWEST INLAND PORT STUDY
CITY PROJECT 2014-06**

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

Section 1. That the First Amendment for the Intergovernmental Agreement between the City of Decatur, Illinois, and the Illinois Department of Transportation for the Midwest Inland Port Study, presented to the City Council herewith, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign the First Amendment for the Intergovernmental Agreement with the Illinois Department of Transportation for the Midwest Inland Port Study on behalf of the City of Decatur.

PRESENTED and ADOPTED this 19th day of June, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Midwest Inland Port & Industrial Transportation Planning Area

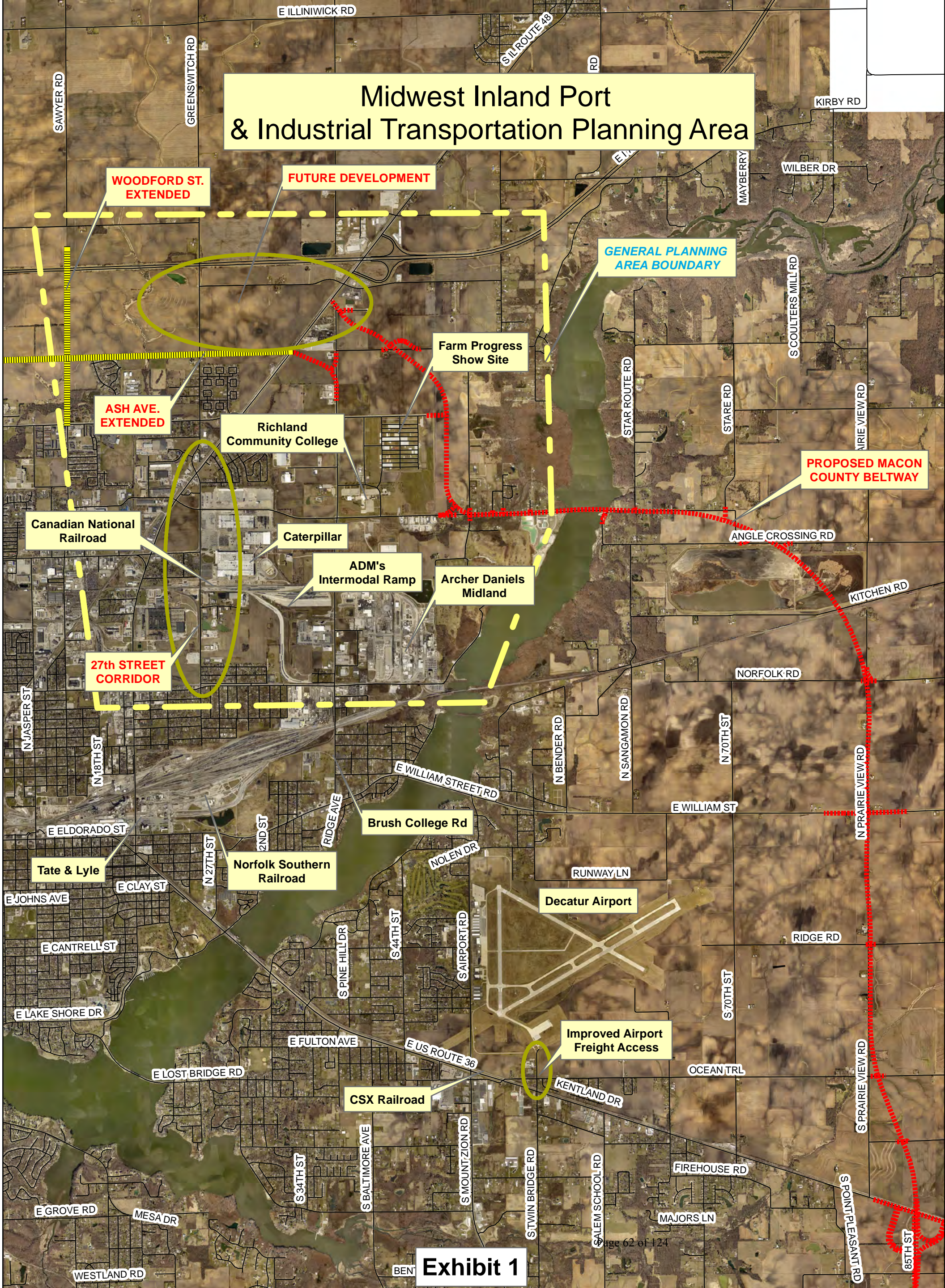


Exhibit 1



Illinois Department of Transportation

FIRST AMENDMENT FOR THE AGREEMENT WITH THE CITY OF DECATUR (2015BoBS1029) 1775104101

The undersigned DEPARTMENT and GOVERNMENTAL BODY (the PARTIES) agree that the following shall amend the AGREEMENT referenced herein. All terms and conditions set forth in the original agreement, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this amendment shall prevail. This amendment is in the best interest of the State of Illinois and is authorized by law.

1. DESCRIPTION OF AGREEMENT To analyze existing facilities and recommend improvements for the multi-modal freight hub development in Decatur's metropolitan area.
2. EFFECTIVE DATE OF AMENDMENT: AMENDMENT is effective June 30, 2017.
3. DESCRIPTION OF AMENDMENT: This AMENDMENT extends the AGREEMENT's expiration date to June 30, 2018 to complete the work of the AGREEMENT's Part 5 - Scope of Services.
4. ATTACHMENTS AND INCORPORATIONS: None.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

FOR THE GOVERNMENTAL BODY:

Julie Moore Wolfe, Mayor

Date

Attest: _____

Debra G. Bright, City Clerk

Governmental Body Name	City of Decatur	
Legal Address	1 Gary K. Anderson Plaza	
City, State, Zip	Decatur, IL 62523	Contact: Richard G. Marley email: rmarley@decaturil.gov

FOR THE DEPARTMENT:

Erin Aleman, Bureau Chief, Planning

William M. Barnes, Chief Counsel
(Approved as to form)

Jeff Heck, Chief Fiscal Officer, Director of Finance &
Administration

Erin Aleman, Director, Office of Planning & Programming

Randall S. Blankenhorn, Secretary of Transportation

Date



Illinois Department of Transportation

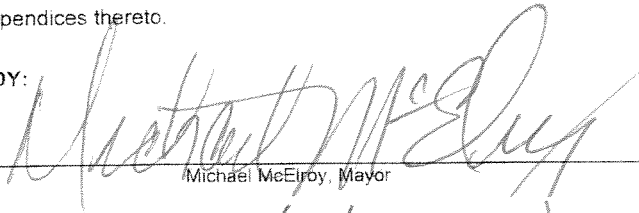
Intergovernmental Agreement

Governmental Body Name City of Decatur			
Address 1 Gary K. Anderson Plaza			
City, State, Zip Decatur, Illinois 62523			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number 217/424/2782	Fax Number None	FEIN/TIN 37-6001308	DUNS 075613000
Brief Description of Service (full description specified in Part 5) To analyze existing facilities and recommend improvements for the multi modal freight hub development in Decatur's metropolitan area.			
Compensation Method (full details specified in Part 6) Flat Rate		Agreement Term From: execution To: June 30, 2017	
Total Compensation Amount \$180,000		Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

REQUIRED SIGNATURES

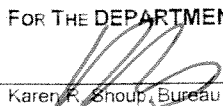
By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:


Michael McElroy, Mayor

9-29-2014
Date


FOR THE DEPARTMENT:


Karen R. Shoup, Bureau Chief, Urban Program Planning

4/18/15
Date

William M Barnes, Chief Counsel
(approved as to form)

4/22/15
Date


Jeff South, Acting Director
Office of Planning and
Programming


4/20/15
Date

By:


Jim Ofcarrik, Acting CFO

4/22/2015
Date

By:


Randall S. Blankenhorn
Acting Secretary of Transportation

4/23/15
Date

By:

By:

Print Name

Print Title

INTERGOVERNMENTAL AGREEMENT
FOR
MIDWEST INLAND PORT (MIP) TRANSPORTATION STUDY

This Agreement is by and between

City of Decatur

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

1 Gary K. Anderson Plaza

Decatur, IL 62523

Attn: Joselyn Stewart

E-mail: jstewart@decaturil.gov

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from **execution to June 30, 2017**.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may not be renewed.

PART 2 GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation. This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

G. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL

BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. **EMPLOYMENT OF DEPARTMENT PERSONNEL.** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3 FEDERALLY FUNDED AGREEMENTS

A. Standard Assurances. The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the GOVERNMENTAL BODY'S authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the GOVERNMENTAL BODY to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the GOVERNMENTAL BODY assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The GOVERNMENTAL BODY understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The GOVERNMENTAL BODY also understands that any person who fails to file a 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.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations,

"Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102, 49 CFR Part 18, the current FTA Master Agreement and all other applicable Federal requirements.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

F. Debarment. The GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, the GOVERNMENTAL BODY and the GOVERNMENTAL BODY'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with

commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY knows the certification is erroneous. The GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY may, but is not required to, check the Non-procurement List. If the GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that expend \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that expend less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY'S fiscal year.

H. Drug Free Workplace. The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The

GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. Davis-Bacon Act. To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting

- components or potential components of the national wild scenic rivers system; and
 - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - Executive Order 11593, which relates to identification and protection of historic properties;
 - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
 - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
 - Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

O. Energy Conservation To the extent applicable, the GOVERNMENTAL BODY and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

P. Clean Water For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

R. Eligibility For Employment In The United States The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.

S. Buy America As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

T. False Or Fraudulent Statements Or Claims The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.

U. Changed Conditions Affecting Performance The GOVERNMENTAL BODY shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

V. Third Party Disputes Or Breaches The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.

W. Fly America GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

X. Non-Waiver The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

Y. Preference for Recycled Products To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Z. Cargo Preference - Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

AA. GOVERNMENTAL BODY is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a DUNS number, the GOVERNMENTAL BODY must register at <https://sam.gov>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

All of the requirements listed in Part 3, paragraphs A through AA apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in

whole or in part with federal assistance.

PART 4 SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be for expenses that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY'S invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, Governmental Body will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
Bureau of Urban Program Planning
Attn: **Nancy Dial**
2300 S. Dirksen Parkway, Room: 311
Springfield, Illinois 62764

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.

F. Software. All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The

DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem could possibly be paid by the DEPARTMENT pursuant to this Agreement. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Decatur

Taxpayer Identification Number:

37-6001308

Legal Status (check one):

☐ Tax-exempt

☒ Government

☐ Nonresident Alien

☐ Other _____

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

The DEPARTMENT will provide funding to the GOVERNMENTAL BODY to conduct a study, The Midwest Inland Port (MIP) Transportation Plan. The study's objectives are to analyze existing facilities, evaluate opportunities, and recommend improvements to enhance a multi-modal freight integration and development in the City of Decatur and its urbanized surrounding areas.

To accomplish the project, the GOVERNMENTAL BODY will perform the following tasks:

1. The GOVERNMENTAL BODY will collect data such as demographics, corridor statistics, traffic maps, land use, economic developments, freight and other modes of transportation, and other relevant information; conduct on-site visit and observation; analyze and evaluate the present condition of the city's and its urbanized areas' present multi modal transportation.
2. The GOVERNMENTAL BODY will conduct a series of open participatory public meetings with local, county, and state officials; regional councils; businesses; property owners; representatives from the rail companies and the local industries; the citizens; and other stakeholders to gather input, identify and deliberate issues, and to formulate a plan using context-sensitive-solution (CSS) approach.
3. To analyze impacts on the traffic, the GOVERNMENTAL BODY will:
 - a. collect truck traffic counts daily along 27th street, and other locations, as needed;
 - b. run Highway Capacity Analysis to evaluate level of service of street intersections;
 - c. conduct origin-destination analysis to evaluate freight movements; and
 - d. evaluate at-grade rail crossing impacts that are associated with new developments and improvements.

4. The GOVERNMENTAL BODY will utilize the regional travel demand forecasting model to evaluate traffic impacts; update the model with current socio-economic data, road improvements, and results of traffic analyses; recalibrate the model, and run scenarios.
5. The Governmental Body will formulate strategies, develop alternative plans; and prepare recommendations in line with the DEPARTMENT's Freight Mobility and Long Range Transportation Plans.
6. DELIVERABLES: The GOVERNMENTAL BODY will provide the DEPARTMENT with a report of the Midwest inland Port (MIP) Transportation Plan.

**PART 6
COMPENSATION FOR SERVICES**

Funding:			
State Planning and Research (SPR) Funds	\$180,000		80%
Governmental Body Share	\$45,000		20%
TOTAL	<u>\$225,000</u>		100%

**PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) 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 an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official: _____

PART 8

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☒ Yes ☐ No

Amount of Federal funds: 180,000

Federal Project Number: SPR-PL3000(52)

Name of Project: Midwest Inland Port (MIP) Transportation Study

CFDA Number*, Federal Agency, Program Title: 20.205, Federal Highway Administration, Illinois Highway Planning & Research Program

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, submit the certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

Attn: Samuel Frioli

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to Samuel Frioli at Samuel.Frioli@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact Samuel Frioli at 217/782-5717.

NOTICE

- Do not submit this certification to the department with your signed contract.
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ did not expend \$500,000 or more in federal awards in our fiscal year _____ and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: City of Decatur

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

Fax No. _____

Fiscal Year End: _____

Email address: _____

**CITY COUNCIL MEMORANDUM
NO. 2017-13**

June 14, 2017

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Franchise Agreement

SUMMARY RECOMMENDATION: An item on the agenda for the meeting of June 19, 2017, is a resolution authorizing execution of Franchise Agreement. City staff recommends approval.

BACKGROUND: This Franchise Agreement contains nearly the same terms as the current one, but is formatted differently as it is based on a master franchise renewal document completed with the Metropolitan Mayors Caucus and being used through the State.

POTENTIAL OBJECTIONS: None anticipated at this time.

INPUT FROM OTHER SOURCES: City Manager, Economic and Urban Development, Finance staff.

STAFF REFERENCES: Any questions may be forwarded to Tim Gleason at TGleason@decaturil.gov or 217-424-2801, Wendy Morthland at wmorthland@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. R2017-_____

**RESOLUTION AUTHORIZING EXECUTION OF
FRANCHISE AGREEMENT
-COMCAST OF ILLINOIS/INDIANA/OHIO, LLC-**

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

Section 1: That the Franchise Agreement presented to the Council herewith, between the City of Decatur and Comcast of Illinois/Indiana/Ohio, LLC, regarding the cable system serving the City be, and the same is hereby received, placed on file and approved.

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

PRESENTED AND ADOPTED this 19th day of June, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF DECATUR
And
COMCAST OF ILLINOIS/ INDIANA/ OHIO, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Decatur, Illinois (hereinafter, the “City”) and Comcast of Illinois/ Indiana/ Ohio, LLC, (hereinafter, “Grantee”) this ____ day of _____, _____ (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, (47 U.S.C. §§ 521 et seq.) the Illinois Constitution of 1970, including the City’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers

within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“City” means the City of Decatur, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/ Indiana/ Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City’s permissible franchise fee under the Cable Act, as amended

from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall mean, pursuant and in addition to the City’s Right of Way Ordinance Chapter 41.4 of the City Code, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. _____ approving and authorizing the execution of this Agreement, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 41.1, entitled “Standards for the Construction of Facilities in the public Rights-of-Way” of the Municipal Code of the City of Decatur as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee’s facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee’s Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this

Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2.2 The Grantee will not deny access to its Cable Service within the City because of the income or minority status of the residents within the City.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. If the newly annexed area does not receive any Cable Services, Grantee and City shall meet within thirty (30) days to reach an agreement on the time deadline to serve the new area subject to Section 4.2 above. If the newly annexed area receives cable services from another Cable Operator, Grantee shall have the right, but not the requirement to provide Cable Services to that area. In these circumstances, Grantee agrees that the City would not be required to force any Cable Operator serving the newly annexed area to serve the entire Franchise area in order to obtain a Franchise Agreement to continue serving the residents in the newly annexed area. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of

the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Chapter 42 of the Municipal Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date

it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any

information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with Chapter 41.1 of the Decatur Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial Public, Educational and Governmental Access ("PEG") Programming through two Channels (the "Channels") on the Grantee's Cable System. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channels may be carried on the Grantee's basic digital service tier. The City's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channel. The City shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of the Channels by designating it for PEG use. However, the PEG Access Channels are, and shall be, operated by the City.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. Grantee shall maintain throughout the life of this Franchise the current return line that is in place as of the Effective Date from City Hall to Grantee's headend facility in order to enable the distribution of PEG access programming to Grantee's residential customers, unless the location is no longer used by City to transmit programming. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or City facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the City to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. PEG Capital Support. At its sole discretion, the City may designate a PEG access capital project to be funded by the City as set forth herein. The City shall send written notice of the City's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant to Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures. Moreover, if the City chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the City's written request.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee liability otherwise accruing under this section.

8.7.2. Grantee and City agree that the capital obligations set forth in this Section are not “Franchise Fees” within the meaning of 47 U.S.C. § 542.

8.8. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the City upon no less than sixty (60) days’ notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City’s written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may,

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the City, Chapter 42 of the Decatur Municipal Code; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 41.1 of the Decatur Municipal Code, to enforce the Grantee's compliance with the City's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or

qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

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

To the Grantee:

Comcast of Illinois/ Indiana/ Ohio, LLC
1500 McConnor Parkway
Schaumburg, Illinois 60173
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the

parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Macon County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Central District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Decatur:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast of Illinois/ Indiana/ Ohio, LLC:

By: _____

Name: John Crowley_____

Title: Regional Senior Vice-President____

Date: _____

Water Production

DATE: 6/6/2017

MEMO: 2017-04

TO: Mayor Julie Moore Wolfe and City Council

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

SUBJECT:

May Progress Report
Lake Decatur Dredging Basins 1-4 &
Oakley Sedimentation Basin Rehabilitation
City Project 2013-14

BACKGROUND:

Major Work Completed

- Two dredges (one in Sand Creek and one in Basin 2) continued to be simultaneously operated.
- Final punch list items were completed at the Oakley sedimentation basin.
- Planning continued for the replacement of the water mains under the lake by Lost Bridge and U.S. Route 36 Bridge.

Major Work Planned for the Near Term

- Complete dredging Basin 2 and Sand Creek in June then begin dredging Basin 3.
- Install new water main in Lake Decatur just north of Lost Bridge in June and July.

Budget and Schedule

- This month Great Lakes Dredge & Dock dredged 61,966 cubic yards of material from Sand Creek and 255,865 cubic yards from Basin 2. Since dredging began in November 2014, 6,736,935 cubic yards of material have been dredged providing 33 days of additional water supply.
- The project is 63% complete, on budget and on schedule to be completed by December 31, 2019.
- The current balance of the \$500,000 dredging contingency allowance for alterations, cancellations, extension, deductions and extra work is \$89,407 due to this month's Change Order #12 which was required to locate the exact position of City's water

mains in the lake by Lost Bridge and U.S. Route 36 Bridge.

Attached are two maps indicating where dredging was completed through May. The first map is Sand Creek. The second map is Basin 2. The colored areas indicate monthly progress.

ATTACHMENTS:

Description	Type
May 2017 Dredging Progress Sand Creek	Backup Material
May 2017 Dredging Progress Basin 2	Backup Material



FILE NAME = \$FILEL\$

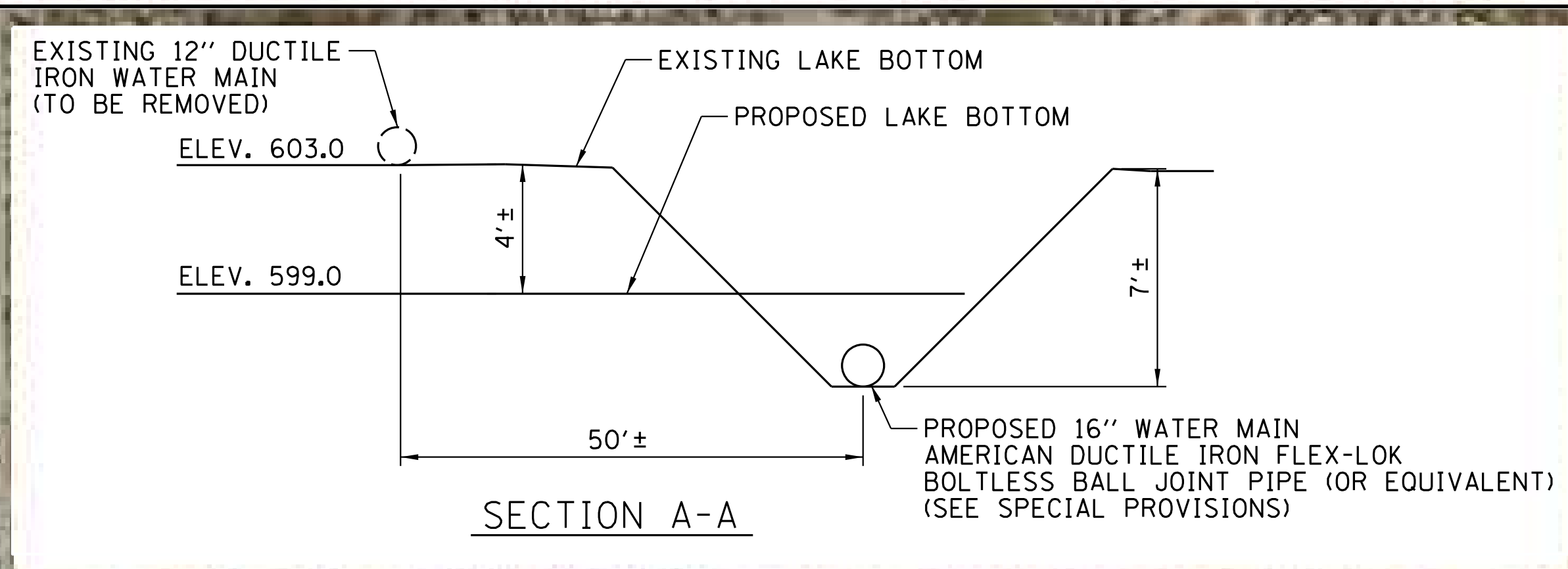
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PLOT SCALE = \$SCALE\$	DRAWN - RLK	REVISED -
PLOT DATE = \$DATE\$	CHECKED -	REVISED -
	DATE - 5/30/2017	REVISED -

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

DECATUR CHICAGO (217) 422-8544
ROCKFORD (773) 714-0050
184-001397

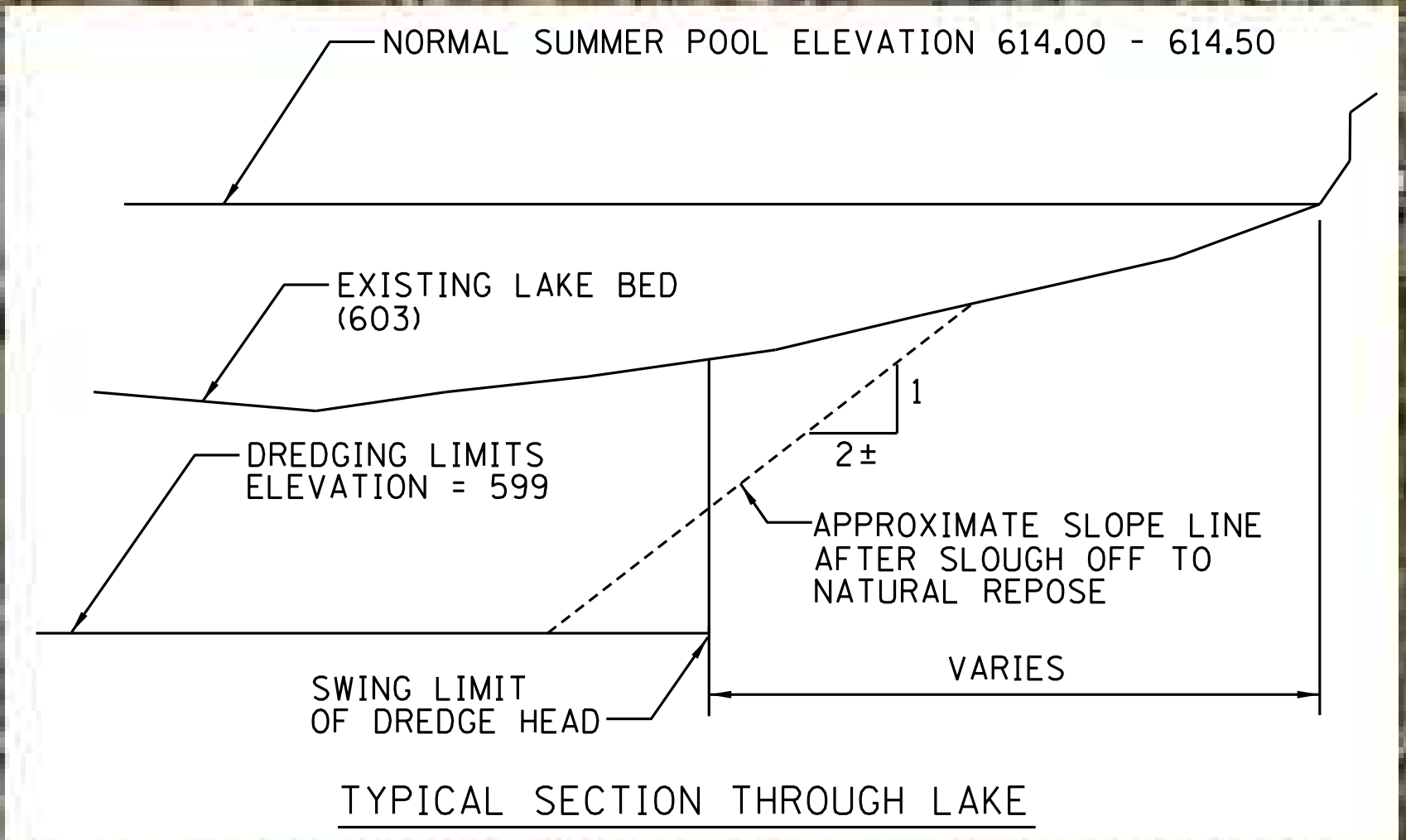
SAND CREEK DREDGING PROGRESS EXHIBIT			
LAKE DECATUR DREDGING OF BASINS 1-4			
SCALE:	SHEET NO.	OF SHEETS	STA. TO STA.

MUNICIPALITY	CITY OF DECATUR	COUNTY	MACON	TOTAL SHEETS	SHEET NO.
ILLINOIS FED. AID PROJECT				HLC PROJECT 6067	



NOTE:

1. BASIN 2:
VOLUME = 1,628 AC-FT
SURFACE AREA = 387.0 AC
2. CONTOURS SHOWN ON PLANS
DEPICT EXISTING CONDITIONS



FILE NAME = \$FILEL\$

USER NAME = \$USER\$	DESIGNED -	REVISED -
	DRAWN - RLK	REVISED -
PLOT SCALE = \$SCALE\$	CHECKED -	REVISED -
PLOT DATE = \$DATE\$	DATE - 5/30/2017	REVISED -

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

DECATUR CHICAGO (217) 422-8544
ROCKFORD (773) 714-0050
184-001397 (815) 489-0050

BASIN 2 DREDGING PROGRESS EXHIBIT			
LAKE DECATUR DREDGING OF BASINS 1-4			
SCALE:	SHEET NO.	OF SHEETS	STA. TO STA.

MUNICIPALITY	COUNTY	TOTAL SHEETS	SHEET NO.
CITY OF DECATUR	MACON		
ILLINOIS FED. AID PROJECT			

HLC PROJECT 6067

Water Production

DATE: 6/8/2017

MEMO: 2017-03

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Richard Marley, P.E., Director of Public Works
Keith Alexander, Water Production Manager
Randy Miller, Water Services Manager

SUBJECT: City of Decatur 2017 Water Quality Report

BACKGROUND:

Water utilities are required by the U.S. Environmental Protection Agency to provide an annual drinking water quality report to their customers. The City's 2017 report is available for viewing on the City's website. A copy is also attached to this memo.

Due to the dedicated efforts of our Public Works staff, we are pleased to inform you that our drinking water once again met or exceeded all state and federal standards.

ATTACHMENTS:

Description	Type
Annual Water Quality Report	Backup Material

ANNUAL WATER QUALITY REPORT

WATER TESTING PERFORMED IN 2016



Presented By
City of Decatur

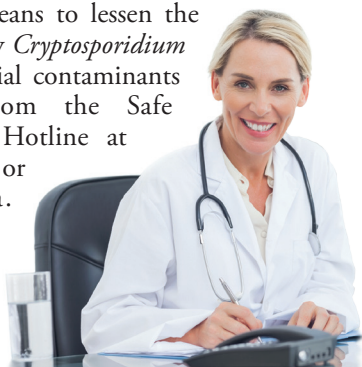
We've Come a Long Way

Once again we are proud to present our annual water quality report covering the period from January 1 to December 31, 2016. In a matter of only a few decades, drinking water has become exponentially safer and more reliable than at any other point in human history. Our exceptional staff continues to work hard every day—at any hour—to deliver the highest-quality drinking water without interruption. Although the challenges ahead are many, we feel that by relentlessly investing in customer outreach and education, new treatment technologies, system upgrades, and training, the payoff will continue to be reliable, high-quality tap water delivered to you and your family.

Important Health Information

Nitrate in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause blue baby syndrome. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant, you should ask advice from your health care provider.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as those with cancer undergoing chemotherapy, those who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants may be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The U.S. EPA/CDC (Centers for Disease Control and Prevention) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at (800) 426-4791 or <http://water.epa.gov/drink/hotline>.



Substances That Could Be in Water

To ensure that tap water is safe to drink, the U.S. EPA prescribes regulations limiting the amount of certain contaminants in water provided by public water systems. U.S. Food and Drug Administration regulations establish limits for contaminants in bottled water that must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that the water poses a health risk.



The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals, in some cases, radioactive material, and substances resulting from the presence of animals or from human activity. Substances that may be present in source water include:

Microbial Contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, or wildlife;

Inorganic Contaminants, such as salts and metals, which can be naturally occurring or may result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

Pesticides and Herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;

Organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and may also come from gas stations, urban stormwater runoff, and septic systems;

Radioactive Contaminants, which can be naturally occurring or may be the result of oil and gas production and mining activities.

For more information about contaminants and potential health effects, call the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

Source Water Assessment

The Illinois EPA has completed a source water assessment for Decatur. The Illinois EPA considers all surface water sources of public water supply to be susceptible to potential pollution problems. This is the reason for the mandatory treatment of all public surface water supplies in Illinois. Mandatory treatment includes coagulation, sedimentation, filtration, and disinfection. Primary sources of pollution in Illinois lakes can include agricultural runoff, land disposal (septic systems), and shoreline erosion.

Due to the low geologic sensitivity and the monitoring results of our DeWitt county wells, the Illinois EPA does not consider these wells to be susceptible to volatile organic contaminants (VOCs), synthetic organic contaminants (SOCs), or inorganic contaminants (IOCs). In accordance with Illinois EPA regulations, the wells each have a minimum protection zone of 200 feet.

Under the Clean Water Act, Section 319, the U.S. EPA provides grants for the Illinois EPA to finance projects that demonstrate cost-effective solutions to nonpoint-source (NPS) problems and promote public knowledge and awareness of NPS pollution. Section 319 projects funded for the Lake Decatur Watershed include the Upper Sangamon River Basin Water Quality Improvement Project and the Nutrient Management Plan Implementation. The Macon County Soil and Water Conservation District and the Agricultural Watershed Institute also administer several water quality improvement projects in the watershed. Further information on the source water assessment of Decatur's water supply is available by phone at (217)-424-2831.



Community Participation

City of Decatur Council meetings are open to the public. For further information, contact the City Clerk's office at (217) 424-2708.

How Is My Water Treated and Purified?

The treatment process consists of a series of steps. First, raw water is pumped from Lake Decatur to the South Water Treatment Plant. Chlorine dioxide is added to destroy bacteria and protozoa that may be in the raw water. The water then goes to mixing basins where aluminum sulfate and calcium hydroxide are added for softening. The addition of these substances causes small particles to adhere to one another, making them heavy enough to drop to the bottom of large settling basins, from which they are mechanically removed. Powdered activated carbon is added for taste and odor control. The fine particles that still remain are removed in the filtration process, during which the water passes through layers of anthracite and sand. Chlorine is then added to maintain the disinfection process throughout the distribution system. Lastly, a small amount of fluoride is added to prevent dental decay. Positive water pressure is continuously maintained in the distribution system to prevent the intrusion of any contaminants into our water mains.

Where Does My Water Come From?

The City of Decatur uses Lake Decatur as its source of drinking water. Lake Decatur, which is 2,850 surface acres in size, is located entirely within the city limits of Decatur. The Sangamon River is the primary source of water for Lake Decatur; it has a drainage area of 925 square miles, 83 percent of which is used for growing corn and soybeans. When Lake Decatur water levels are low, the city uses wells located in DeWitt County to supplement the water supply.

QUESTIONS?

Contact Jerry Stevens, Water Production Operations Supervisor, at (217) 424-2833 or jstevens@decaturil.gov.

Lead in Home Plumbing

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high-quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/lead.



What type of container is best for storing water?

Consumer Reports has consistently advised that glass or BPA-free plastics such as polyethylene are the safest choices. To be on the safe side, do not use any container with markings on the recycle symbol showing “7 PC” (code for BPA). You could also consider using stainless steel or aluminum with BPA-free liners.

How much emergency water should I keep?

Typically, 1 gallon per person per day is recommended. For a family of four, that would be 12 gallons for 3 days. Humans can survive without food for 1 month, but can survive only 1 week without water.

How long can I store drinking water?

The disinfectant in drinking water will eventually dissipate, even in a closed container. If that container housed bacteria before it was filled with tap water, the bacteria may continue to grow once the disinfectant has dissipated. Some experts believe that water could be stored up to six months before needing to be replaced. Refrigeration will help slow the bacterial growth.

How long does it take a water supplier to produce one glass of drinking water?

It could take up to 45 minutes to produce a single glass of drinking water.

How many community water systems are there in the U.S.?

About 53,000 public water systems across the United States process 34 billion gallons of water per day for home and commercial use. Eighty-five percent of the population is served by these systems.

Which household activity wastes the most water?

Most people would say the majority of water use comes from showering or washing dishes; however, toilet flushing is by far the largest single use of water in a home (accounting for 40% of total water use). Toilets use about 4 to 6 gallons per flush, so consider an ultra-low-flow (ULF) toilet, which requires only 1.5 gallons.

Test Results

Our water is monitored for many different kinds of contaminants on a very strict sampling schedule. The information below represents only those substances that were detected; our goal is to keep all detects below their respective maximum allowed levels. The State recommends monitoring for certain substances less often than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data are included, along with the year in which the sample was taken.

We participated in the 3rd stage of the U.S. EPA's Unregulated Contaminant Monitoring Rule (UCMR3) program by performing additional tests on our drinking water. UCMR3 benefits the environment and public health by providing the EPA with data on the occurrence of contaminants suspected to be in drinking water, in order to determine if the EPA needs to introduce new regulatory standards to improve drinking water quality. Contact us for more information on this program.

The percentage of Total Organic Carbon (TOC) removal was measured each month, and the system met all TOC removal requirements set by the IEPA.

REGULATED SUBSTANCES							
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	MCL [MRDL]	MCLG [MRDLG]	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Barium (ppm)	2016	2	2	0.026	0.026–0.026	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Chlorine (ppm)	2016	[4]	[4]	1	1–1	No	Water additive used to control microbes
Chlorite (ppm)	2016	1	0.8	0.43	0.3–0.43	No	By-product of drinking water disinfection
Fluoride (ppm)	2016	4	4	0.699	0.604–0.699	No	Erosion of natural deposits; Water additive that promotes strong teeth; Discharge from fertilizer and aluminum factories
Haloacetic Acids [HAAs] (ppb)	2016	60	NA	15	1.07–17.5	No	By-product of drinking water disinfection
Nitrate (ppm)	2016	10	10	7.9	2.19–7.9	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
TTHMs [Total Trihalomethanes] ¹ (ppb)	2016	80	NA	48	9.62–82.9	No	By-product of drinking water disinfection
Total Organic Carbon (ppm)	2016	TT	NA	1.92	0.86–1.92	No	Naturally present in the environment
Turbidity ² (NTU)	2016	TT	NA	0.19	NA	No	Soil runoff
Turbidity (Lowest monthly percent of samples meeting limit)	2016	TT = 95% of samples meet the limit	NA	100	NA	No	Soil runoff

Tap water samples were collected for lead and copper analyses from sample sites throughout the community.

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AL	MCLG	AMOUNT DETECTED (90TH%TILE)	SITES ABOVE AL/TOTAL SITES	VIOLATION	TYPICAL SOURCE
Copper (ppm)	2014	1.3	1.3	0.029	0/30	No	Corrosion of household plumbing systems; Erosion of natural deposits
Lead (ppb)	2014	15	0	3.1	0/30	No	Corrosion of household plumbing systems; Erosion of natural deposits

STATE REGULATED SUBSTANCES							
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	MCL [MRDL]	MCLG [MRDLG]	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Sodium ³ (ppm)	2016	NA	NA	6.2	6.2–6.2	No	Erosion of naturally occurring deposits; Used in water softener regeneration

SECONDARY SUBSTANCES							
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	SMCL	MCLG	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Sulfate (ppm)	2016	250	NA	52	NA	No	Runoff/leaching from natural deposits; Industrial wastes

¹ Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their livers, kidneys, or central nervous systems, and may have an increased risk of getting cancer.

² Turbidity is a measure of the cloudiness of the water. It is monitored because it is a good indicator of the effectiveness of the filtration system.

³ Sodium is not currently regulated by the U.S. EPA. However, the State has set an MCL for this contaminant for supplies serving a population of 1,000 or more.

Definitions

AL (Action Level): The concentration of a contaminant that triggers treatment or other required actions by the water supply.

LRAA (Locational Running Annual Average): The average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters. Amount Detected values for TTHMs and HAAs are reported as LRAAs.

MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MRDL (Maximum Residual Disinfectant Level): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG (Maximum Residual Disinfectant Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not applicable

NTU (Nephelometric Turbidity Units): Measurement of the clarity, or turbidity, of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

ppb (parts per billion): One part substance per billion parts water (or micrograms per liter).

ppm (parts per million): One part substance per million parts water (or milligrams per liter).

SMCL (Secondary Maximum Contaminant Level): SMCLs are established to regulate the aesthetics of drinking water like appearance, taste and odor.

TT (Treatment Technique): A required process intended to reduce the level of a contaminant in drinking water.

City Clerk

DATE: 6/14/2017

MEMO: 2017-6

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: May 2017 Monthly Reports

ATTACHMENTS:

Description	Type
City Clerk	Cover Memo
Development Services	Cover Memo
Fire	Cover Memo
Public Works	Cover Memo
Police	Cover Memo
Information Technology	Cover Memo

City Clerk's Office

May 2017 Month End Report

- Attended and prepared minutes for two City Council meetings.
- Processed and issued 53 liquor license renewals.
- Processed and issued 4 temporary liquor licenses.
- Processed and issued 3 winery special use permits.
- Received and processed 7 Freedom of Information requests.

**DEVELOPMENT SERVICES
MAY MONTHLY REPORT**

BUILDING INSPECTIONS - During the month of May 2017 we issued 157 building permits with a total work value of \$26,349,340. Of those, 5 were commercial interior remodels with a total work value of \$758,800 and 4 were new commercial buildings with a total work value of \$24,730,053.

**Monthly Summary
05/01/2017 – 05/31/2017**

PERMIT TYPE	# ISSUED	WORK VALUE
Building	37	\$25,908,703.00
Demolition	9	52,400.00
Electrical	20	43,255.00
Mechanical	29	127,352.00
Other	15	32,265.00
Plumbing	37	40,483.00
Sign	9	143,882.00
Tent	1	1000.00
TOTAL	157	\$26,349,340.00

PLANNING AND ZONING – Part of the process of economic development and community redevelopment involves site plan reviews for compliance with local development laws and ordinances. As you know, the city has regulations designed both to beautify the community as part of development (landscaping, signage, etc.) but also to protect both users of a particular development (parking, lighting, etc.) and adjacent land owners (drainage, buffer yard size requirements) Last month the planning and zoning division in conjunction with other city departments reviewed 11 submittals which included 6 site plans and 5 subdivision plats.

Additionally, the division reviewed and facilitated 4 zoning cases that will be heard by City Council at the June 5, 2017 meeting.

NEIGHBORHOOD SERVICES

- Staff continued to prepare special reports for loans that are serviced in the Neighborhood Outreach Division
- Staff continued to qualify homeowners for the Residential Rehabilitation program
- Staff continued to prepare Environmental for Residential Rehab, infrastructure projects and potential replacement projects
- Staff participate in several HUD webinars, tutorials, conference calls and trainings

- Staff continued meeting with NNO committee to begin the plans for this year's NNO event to be held August 1st in Hess Park.
- Staff attended Council orientation for incoming council members
- Staff continued to work with HUD staff on outstanding issues: expenditures, 70% low mod benefit, and conflict of interest
- Staff attended meeting with Homework Hangout about partnership with DCDF
- Staff met Assistant City Manager about upcoming Economic Development Forum
- Staff continued annual rental monitoring on outstanding projects
- Staff participated in Grow Decatur's Prosper and Succeed sub committee
- Construction Project Manager prepared work write-ups with estimates for the CDBG and HOME Rehab Programs.
- Staff attended CONO's monthly meeting.
- Staff attended Decatur Jobs Council meeting
- Staff continues to have discussions or contact with potential CHDO's
- Staff participated in Continuum of Care Review meetings and homeless consortium meetings
- Staff assisted St. Paul's Lutheran with adoption of west end neighborhood
- Staff continued preparing 2017 Action Plan. The Plan is normally due in March, but staff has been directed to only submit after the final allocation has been decided
- Staff participated in ongoing meetings with partners about Bed bugs and how they are affecting residents and the community.
- Staff is participating in the 2017 Money Smart Week program
- Staff participated in several conference calls with HUD CPD rep in regards to replacement projects, CAPER, and other HUD projects.
- Staff met and is developing a bench naming program and the
- Staff directed certification packages to recertify contractors interested in bidding on federal rehab projects.
- Staff met with Councilman Horn to orient him on the Neighborhood Services Department
- Staff attended Homeless Continuum Governing board meeting with other local agency partners
- Staff participated in the State of the City Breakfast
- Staff is working with DMCOC as a board member. Staff will also participate on the search committee in selecting a new Executive Director for the agency.
- Staff partnered with Macon County Environmental for an Electronics disposal event to be held in June

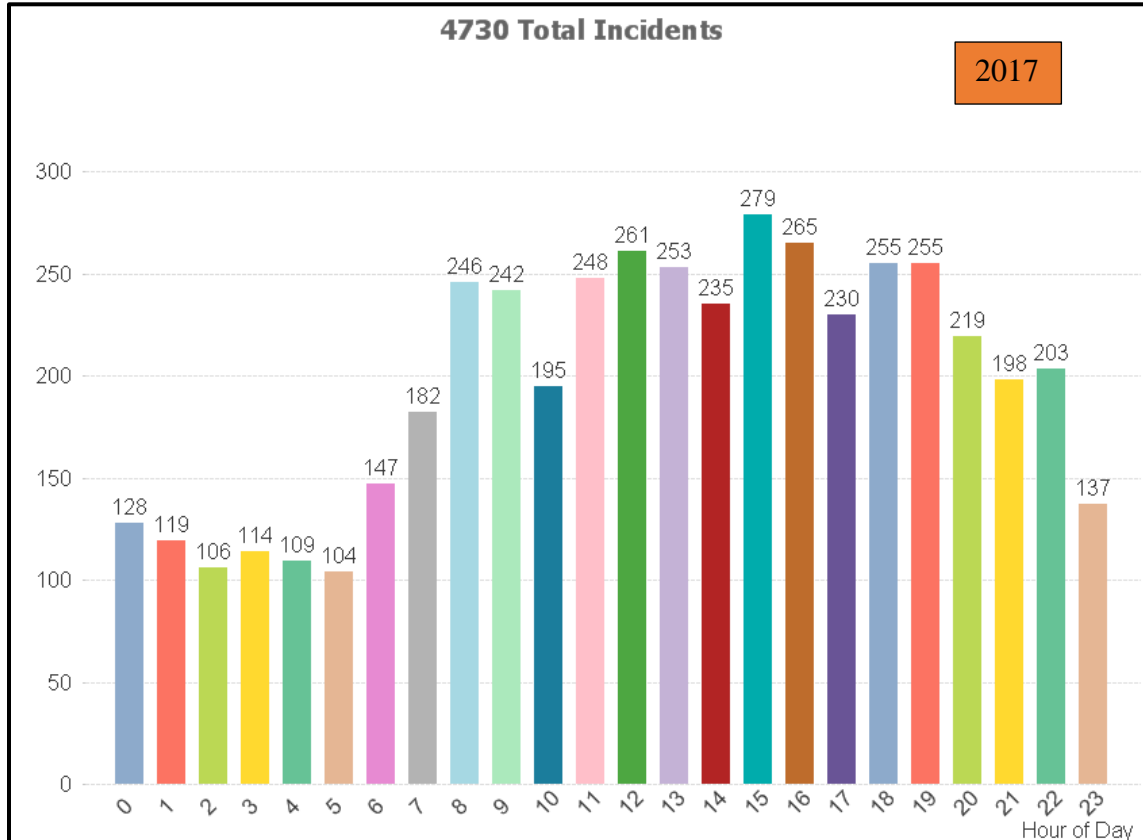


DECATUR FIRE DEPARTMENT
MEMORANDUM
17-06

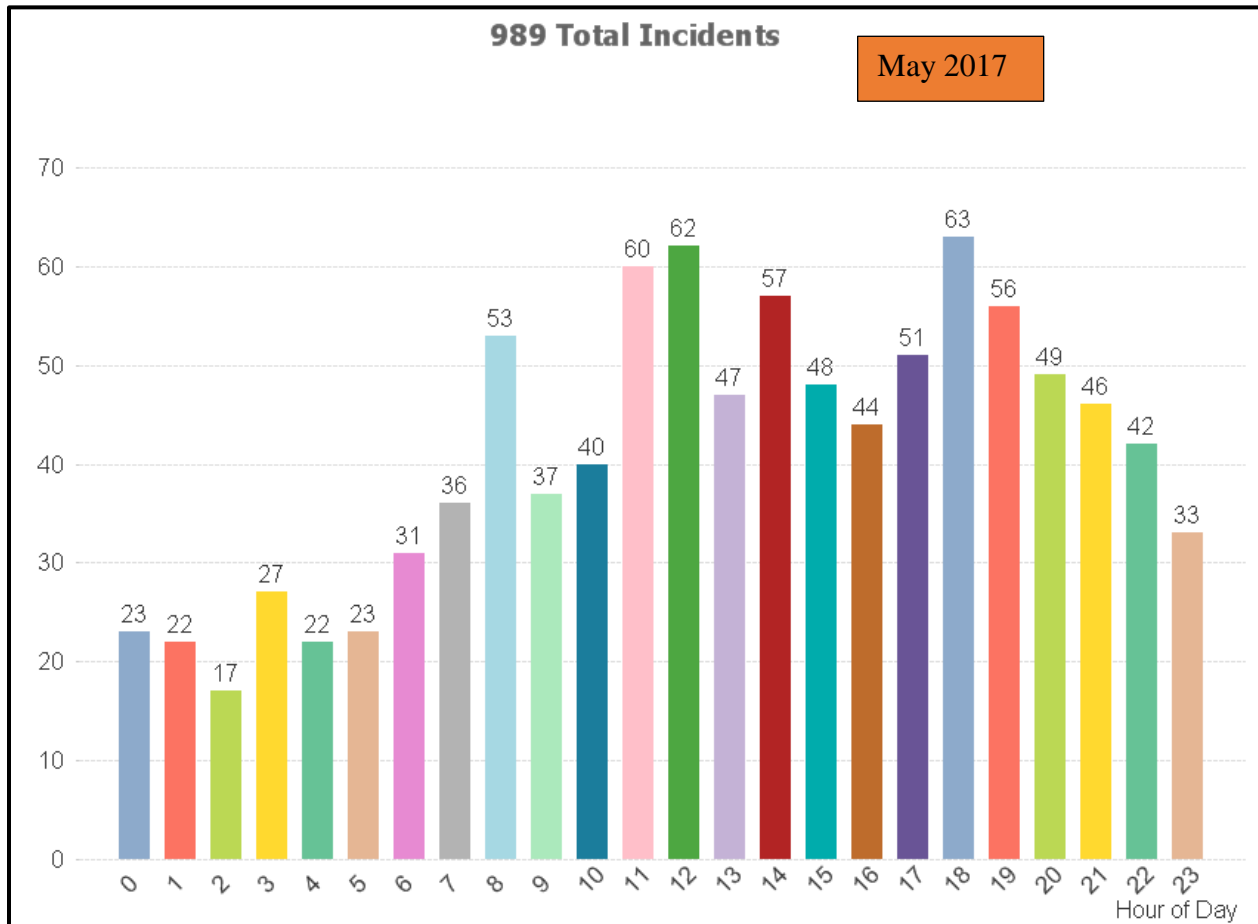
June 9, 2017

TO: Tim Gleason, City Manager
FROM: Jeff Abbott, Fire Chief
RE: Monthly Report – May 2017

The fire department responded to 989 alarms in May. To date, we have responded to 4730 alarms. The fire station construction project is well underway with work wrapping up at Stations 2 & 4. Work continues at Station 1, and the work begins June 6th at Station 6. Phase 1 work should be completed by July. Phase 2 work will be bid out in September and that work should start in September or October. Design work for the new replacement fire stations is just beginning.



DECATUR FIRE DEPARTMENT
MEMORANDUM
17-06



Fire Prevention:

The Fire Prevention Bureau was busy during the month of May. We started the month saying goodbye to long time Inspector Larry Ball as he retired after 28 years on the job having served 16 years as Inspector. During the month, Inspectors were called out to investigate 6 fires. 2 were ruled Accidental; 1 was Incendiary and 3 were Undetermined. May is Liquor License Inspection month and 84 inspections were completed. There were also 20 key boxes installed or removed and 5 plan reviews completed. During May, we presented “The Fire Safety Show” assembly accompanied by “The Fire Safety House Experience” at 7 Decatur Elementary Schools. This finished our Spring presentations for the year. With July 4th, just around the corner, we conducted 4 fireworks safety classes and tests and did 1 site visit for a licensed shoot. Both 702 and 703 attended a “Means of Egress” conference in Chicagoland and finished the month conducting a fire extinguisher class for Macon Resources.

DECATUR FIRE DEPARTMENT

MEMORANDUM

17-06

Training/Technical Rescue:

TRT Training- 10 rope techs went to Springfield to train with the Springfield Fire Department's TRT team. The teams worked together to practice rescue techniques at City Water Light & Powers' facility.

SCUBA-5/18 the dive team recovered a body out of Lake Decatur

Preplan Tour-Two companies from all three shifts visited the ADM Intermodal operation.

Schools-Two firefighters went to Confine Space Ops, One firefighter went to Rope Ops, and one firefighter went to Structural Collapse Tech at IFSI, Three firefighters went to Wilmington, IL to Trench Ops class.

Fire Training- Engine companies spent the month conducting forcible entry training at the training tower, and Truck companies conducted ladder operations, forcible entry and saw training at the training tower.

**Public Works Department
Monthly Activity Report
May 2017**

Engineering:

7th Ward Sewer Rehabilitation: Bids were opened for this project in December and approved by Council on January 17, 2017. Cleaning work began the week of March 13. Lining work began on April 24. The work is currently focused on the line north of Eldorado and is expected to move to the Millikin University campus in June.

McKinley Avenue Sewer Rehabilitation: This project is currently under design by BGM & Associates. The condition is considerably worse than originally estimated in the master plan that was completed 5 years ago. The project is on hold as funding options are being reviewed and the focus is on the 7th Ward Sewer.

2017 State MFT Street Improvement Projects: Bids were opened on this project on April 10 with bids approved by Council on April 17. The sole street was Mound Road which was paved in May. Final striping will be completed in June.

2017 City MFT Street Improvement Project: Bids were opened on this project on April 6 with Council approval on April 17. Work is began on May 1 and has progressed into the west end of the City.

Nelson Park Neighborhood Storm Drainage Improvements: This project was designed by Blank, Wesselink, Cook & Associates. The project is funded through a low interest loan from the IEPA. Bids were opened on March 30 and approved by Council on April 17. The IEPA has approved the loan and the project. Work began May 30, 2017. Completion is expected in late 2018.

2017 Water Main Replacement Project: This was designed by City staff and bids were opened on February 21. Council approved a contract with Burdick Plumbing and Heating on March 6. Work began in April in the Turner Drive area. Services are now being connected to the new water main.

Sewer Televising: 7,150 feet of sewers were televised. 9 special inspections / investigations were performed.

Contract Sewer Cleaning: No sanitary sewers were cleaned under contract.

MUNICIPAL SERVICES MONTHLY DATA 05/01/17 – 05/31/17

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sweeping	607 miles	308 hrs.	
Potholes Repaired	3,214 each	282 hrs.	
Alley Grading	18,200 lin. ft.	N/A	
Sanitary Sewer Derooting	49,834 lin. ft.	N/A	
Cleaning Sewers	18,921 lin. ft.	N/A	

**Water Production Division
Department of Public Works
Monthly Report
May 2017**

Lake Decatur Dam Emergency Response Plan: Hanson Professional Services has completed the final draft of the plan. Due to the City's recent staff reorganization, the final draft is being revised accordingly.

Lake Decatur Dredging Basins 1 through 4: Since Great Lakes Dredge & Dock began dredging in November 2014, a total of 6,736,935 cubic yards of sediment has been removed from the lake, which is 63% of the contract amount, or 33 days of additional water supply.

Lake Decatur Landscape Maintenance: The hill side between Lake Shore Drive and the Nelson Park harbor was completed by Sky's the Limit Tree Service. The area around the intersection of Country Club Road and Cantrell Street is scheduled for June.

Lake Services: Staff continued facility maintenance and mowing operations. Lake Patrol seasonal operations began. Due to significant rainfall, several dump truck loads of lake debris were removed. Staff assisted with the recovery of a suicide victim. Discussions continued with the owner of a passenger riverboat to potentially operate on the lake.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly (CMT) has completed 99.9% of the engineering and bid specifications. The project is on hold pending a review of the financial impact of the project on the Water Fund.

South Water Treatment Plant Security Cameras: Bodine Communications and City staff continued work on the project's punch list. The project is 95% complete.

Water Production: Lake Decatur was maintained at 97% full to provide a flood control buffer for the month's significant rainfall. 547.2 million gallons of potable water were pumped to customers which was 6.14% less than May 2016. The nitrate reduction facility was shut down due to lower nitrate levels in Lake Decatur. Semiannual washout and maintenance of the water plant's clarifier basins began. National Drinking Water Week tours of the water plant were provided to seven 6th grade classes.

For questions regarding these items contact Keith Alexander, Water Production Manager, at 424-2863 or kalexander@decaturil.gov.

cc: Jerry Stevens, Water Production Operations Supervisor
Randy Weaver, Water Production Maintenance Supervisor
Joe Nihiser, Lake Maintenance Supervisor

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason**

FROM: S. Jason Walker, Acting Chief of Police

RE: May 2017 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 162 authorized sworn police positions. At end of May 2017 staffing was at 156. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	4	4	4
Police Sergeant	17	17	15
Police Patrol Officer	137	131	133
TOTAL	162	156	156

Civilian-Non Sworn Police Staffing: 10

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	2	2	2
Records Supervisor	1	1	1
Parking Enforcement	2	2	2
Part-time FOIA Officer	2	2	2
Total	10	10	10

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

Emergency Communications/Dispatch Staffing

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Communications Center Mgr	1	1	1
Supervisor	3	2	2
<u>ECS Level III</u>	<u>24</u>	<u>20</u>	<u>20</u>
Total	28	23	23

The communications center manager is projecting 110 (4- hour) slots of overtime in June 2017.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	3	26
Directed Patrols	58	232
Active Problem Oriented Policing Projects	2	2
Completed Problem Oriented Policing Projects	0	0
Parking Citations	75	521
Criminal Arrests	511	2161
Felony Drug Arrests	20	103
Firearms Seized	7	45
Traffic Citations	694	3071
Field Interviews	67	511
Written Warnings	382	1921
Illegal Sound Amplification Arrests	0	0
Calls for Service/CAD incidents	5173	23,408
Unlawful use of Motor Vehicle tows	180	730
Driving Under the Influence Arrests (DUI)	43	141
DUI involving accidents	9	40
Fatal Accidents	2	3
Traffic Accidents	249	1121
Accidents with Personal Injury	34	181
City Ordinances Arrests	75	304

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	170 grams	16,621grams @ \$10-gram	\$166,210
Cocaine-Powder	56 grams	393 grams @ \$100-gram	\$39,300
Cocaine-Crack	33 grams	157 grams @ \$100-gram	\$15,700
Heroin	7 grams	61 grams @ \$300-gram	\$18,300
Ecstasy	0 hits	0 @ 20 hit	\$ 0
Meth	0 grams	559 grams @ 100-gram	\$55,900
K-2:	0 grams	YTD: 0 grams	

Search Warrants: 10	YTD: 28
US Currency Seized: \$2,677	YTD: \$190,390
Firearms seized: 5	YTD: 16
Vehicles seized: 1	YTD: 1
Interdiction Drug Arrests: 9	YTD: 33
Interdiction Wanted Persons Arrests: 0	YTD: 4
Interdiction Currency Seizure: \$1,667	YTD: \$108,576

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 196	YTD: 906
Cases closed/resolved: 127	YTD: 437
Criminal Arrests: 50	YTD: 272
Homicides: 0	YTD: 1
Infant Death Investigations: 1	YTD: 2
Suicide Detective Investigations: 1	YTD: 3
Missing person Investigations: 5	YTD: 31
Computer forensic Exams: 10	YTD: 21
Sex Offenders Registered: 100	YTD: 352

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and also allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 24	YTD fugitive arrests: 158
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Freedom of Information (FOIA)

The Professional Standards Unit received 287 Freedom of Information Act requests for the month; 1,239 total requests YTD in 2017.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2017
May 2017

This month, Information Technology Department (IT) staff accomplished the following:

- Obtained City Council approval to accept the low bid for Phase 2 of the City Fiber build
- Provided vendor quote to the MSC to replace the old gate access computer
- Fire Stations 2-7 Hotlines were converted to the new City voice over IP phone system
- Working with Finance to develop the ability to encrypt email
- Investigating "Cloud Storage" to store data that is not accessed frequently
- Begin process of updating DB2 applications to Power Builder Version 12.6
- Cheryl Laskowski attended the National Tyler MUNIS User Group meeting
- Pre-staged Tyler MUNIS server replacement to go live next month
- Begin staging Tyler MUNIS application upgrade due to go live in September
- Begin developing the ability to email Water Bills for those customers who desire it
- Replaced nine Microsoft XP workstations leaving only 20 left to do
- Provided water valve data in support of the Water Valve Assessment project
- Updating E911 records for City of Decatur Offices
- Added annexations to the Fire GIS Map
- Five Help Desk surveys returned in May, four exceptional and one above average
- Processed 34 Help Desk tickets in May, resolving 22 on initial call (64.7%)