



**Monday, July 6, 2020
5:30 PM
Civic Center Theater**

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 50 people will be allowed in the Civic Center Theater. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of June 15, 2020 City Council Meeting

IV. Unfinished Business

V. New Business

1. Ordinance Amending City Code Chapter 48, Section 9 - Natural Areas and Native Prairie Landscape Areas
2. Resolution Authorizing a Professional Engineering Services Agreement with Lochmueller Group, Inc. for Decatur Bicycle Plan
3. Resolution Authorizing Real Estate Purchase Agreement between Northeast Community Fund and City of Decatur, Illinois
4. Resolution Authorizing Agreement between the City of Decatur, Illinois and From the Farm L.L.C. D/B/A The Gin Mill-Rights of Way Improvements
5. Resolution Accepting the Bid and Authorizing the Execution of a Contract

with Insituform Technologies USA, LLC for 2020 Trenchless Long Lining Repairs Project, City Project 2020-28

6. Resolution Authorizing Legal Proceedings for Condemnation of the Property Located at 1880 N. Brush College Road, Decatur, Illinois
7. Ordinance Establishing Parking Restrictions on the West Side of Green Meadow Drive Between Cantrell Street and 450 Feet South of Cantrell Street
8. Resolution Authorizing Approval to Renew Existing Equipment Rental Agreement and Managed Print Services Contract for Three Years with Watts Copy Systems. Inc.
9. Resolution Approving Appointment - Decatur Public Library Board of Trustees

VI. Other Business

VII. Adjournment

ATTACHMENTS:

Description

Type

Minutes of June 15, 2020 City Council
Meeting

Backup Material

CITY COUNCIL MINUTES
Monday, June 15, 2020

On Monday, June 15, 2020 the City Council of the City of Decatur, Illinois, met in a Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, and Lisa Gregory participating through electronic attendance pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation. Councilman Bill Faber was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to the Council: Patricia Gilliam.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the Special City Council meetings on May 11th, 2020 and May 26th, 2020 and Regular City Council meeting on May 18th, 2020 were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report and Finance Director Gregg Zientara answered questions from Council.

R2020-85 Resolution Adopting a Policy Prohibiting Workplace Discrimination Harassment, Violence and Retaliation for the City of Decatur, Illinois, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

2020-95 Ordinance Rezoning Property from R-5 Two-Family Residence District, R-6 Multiple Dwelling District and B-2 Commercial District to SPD Special Planned Development District - West Grove Road to the South, South US Route 51 to the West, West Rotary Way to the North and Red Tail Run Golf Course to the East, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of Ordinances 2020-95 and 2020-96 as they both relate to the same subject.

Planning and Development Manager Greg Crowe explained the difference between an SPD, Special Planned Development and PD, Planned Development.

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

2020-96 Ordinance Rezoning Property from R-1 Single Family Residence District and B-2 Commercial District to SPD Special Planned Development District - Southeast of the Intersection of South US Route 51 and West Grove Road, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

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

R2020-86 Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of Vacant Residential Dwellings at 1637 N. Monroe and 1164 N. Union, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-87 Resolution Authorizing Action Regarding Unsafe Structures, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

A brief discussion was held regarding the pace at which unsafe structures are being demolished.

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

2020-97 Ordinance Amending Zoning Ordinance - XXIV.F Residential Driveways, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

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

2020-98 Ordinance Amending City Code Chapter 52-Alcoholic Liquor, Section 4-License Classifications, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

A brief discussion was held regarding the types of establishments that are located in a B-1 District.

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

R2020-88 Resolution Authorizing City Manager to Purchase Property located at 530 N. Water St., Decatur, IL, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

A brief discussion was held regarding whether the property would be put into a land bank and incorporating the property into a new TIF District.

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

R2020-89 Resolution Authorizing Agreement-Fairview Park Plaza, LLC. - City of Decatur, Illinois, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

A brief discussion was held regarding environmental issues on the property.

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

2020-99 Ordinance Prohibiting the use of Groundwater as a Potable Water Supply by the Installation or use of Potable Water Supply Wells or by any other method within a certain area in the City of Decatur - (151 W. Main St. & 142 W. Wood St.), was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of Ordinance 2020-99 and Resolution 2020-90 as they relate to the same subject.

Mr. Tim Raycraft, Representative for MDA Properties, explained that MDA Properties is working with the IEPA on remediation efforts.

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

R2020-90 Resolution Authorizing Fourth Amendment to Agreement between the City of Decatur and MDA Properties, LLC, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

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

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. and B. and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman Horn wished to remove Item A. from the Consent Calendar. The Clerk read item B.:

Item B. Receiving and Filing of Minutes of Boards and Commissions. Councilman McDaniel moved Item B. do pass, seconded by Councilwoman Gregory.

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

Item A. 2020-100 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way between 100 Block West Main Street and West Wood Street - Lock Stock & Barrel/Oakwood Business Association, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

A brief discussion was held regarding large events and temporary street closures in light of COVID-19.

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

Mayor Moore Wolfe commended both the Fire Department and Police Department for their efforts in the aftermath of the death of George Floyd.

City Manager Wrighton announced the addition of a Special City Council meeting on July 13, 2020.

With no Other Business, Mayor Moore Wolfe called for adjournment. Councilman McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Gregory and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:40 p.m.

Approved _____
Kim Althoff
City Clerk

Community Development

DATE: 7/6/2020

MEMO: No. 20-24

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Richelle D. Irons, Interim Director, Community Development Department
Greg Crowe, Planning and Development Manager
Tim Dudley, Economic Development Coordinator

SUBJECT: Ordinance Amending City Code- Chapter 48, Section 9- Natural Areas and Native Prairie Landscape Areas

SUMMARY RECOMMENDATION: Staff recommends the proposed ordinance amendment regarding Chapter 48, Section 9, NATURAL AREAS AND NATIVE PRAIRIE LANDSCAPE AREAS, be approved and adopted into City Code.

BACKGROUND:

Last year the City Council agreed to consider amending the City Code to allow for the planting and maintenance of native planting areas so long as these areas were truly native planting sites, and so long as they were managed in such a way that they did not create nuisances for adjoining owners and residents. On July 15, 2019, via Ordinance 2019-76, the City Council approved a temporary moratorium lasting until the earlier of August 28, 2019 or when City Council repeals this Ordinance on enforcement of high grass nuisances (City Code Chapter 48 Section 8 Weeds) for those properties which claimed to have authentic native landscaping or prairie grass landscaping (presumably to replace it with a new ordinance).

The purpose was to give the city a reasonable period of time to research, develop, and bring to the City Council a recommended ordinance that regulates and permits a compromise that adds value to the urban landscape while still controlling the undesirable elements of uncontrolled prairie grass pastures. Developing an ordinance that fit Decatur's differing views on the subject of native landscaping proved difficult, and the original moratorium was extended to November 1, 2019. This extension has since expired, but staff has not initiated enforcement actions against properties that demonstrate adherence to the spirit and intent of the draft native plantings ordinance.

Subsequently, staff initiated research on the subject matter and ordinances of other communities, as well as convened an ad-hoc advisory committee with various interested

organizations represented (e.g. Richland Community College, Macon County Soil & Water Conservation District, Macon County Conservation District, Sustain Our Natural Areas (SONA), Decatur Audubon Society, and U of I Master Gardeners Garden Club of Decatur).

The ad-hoc advisory committee met on August 6th, October 4th, October 29th, and February 14th, 2020 to craft, amend, re-think, and amend again a written ordinance. The new ordinance has been delayed since the inception of the COVID-19 pandemic in early March. Staff did not want to take this initiative to the City Council when public access to council meetings was constrained due to the pandemic.

The ad-hoc advisory committee and staff's proposed ordinance is a compromise "first step". It acknowledges that tall native plantings can harbor pests, grow out-of-control and be unappealing to adjacent owners; but it also recognizes that there should be alternatives to traditional turf grasses where owners and others are willing to properly manage native planting landscapes.

The proposed ordinance basically creates three sets of regulations: 1) those adjacent to Lake Decatur (since the city already has ordinances about plantings next to the edge of the lake; 2) native plantings in residential areas; and 3) native plantings in non-residential areas.

Because the proposed ordinance is a first step into allowing native plantings in a limited way in urban areas, it would be appropriate for the community and the City Council to revisit the effectiveness, popularity and limitations of the ordinance after some time. The ordinance has no "Sunset" provision, but if the ordinance is approved, the council may wish to direct that it be brought back after one or two years to see whether or how it should be improved, repealed or amended in some way to advance the objectives of the city.

A key premise of the proposed ordinance is that allowing native plantings in developed urban settings requires that approved sites be carefully managed. For this reason, it is not practical to think that large numbers of vacant lots owned by the city can or should be converted to native plantings unless the city determines that the costs of managing multiple native planting sites is less than the costs of mowing. This is also why the city is pursuing disposal of as many surplus lots as possible.

PRIOR COUNCIL ACTION:

On July 15, 2019, via Ordinance 2019-76, City Council approved a temporary moratorium lasting until the earlier of August 28, 2019 or when City Council repeals this Ordinance on enforcement of high grass nuisances (City Code Chapter 48 Section 8 Weeds) for those properties which claimed to have authentic native landscaping or prairie grass landscaping (presumably to replace it with a new ordinance).

The proposed ordinance has been posted to the city's website.

POTENTIAL OBJECTIONS: Staff has not received formal objections, but they know from the work of the ad-hoc advisory committee, who largely developed the proposed ordinance that there are firmly held opinions on both sides of this issue. For this reason, both staff and the ad-hoc advisory committee recommend an incremental and gradual approach to adopting this policy.

INPUT FROM OTHER SOURCES: Reviews of other City's Codes on Natural Areas and Native Prairie Landscape Areas, and an ad-hoc advisory committee consisting of representatives from Richland Community College, Macon County Soil & Water Conservation District, Macon County Conservation District, SONA, Decatur Audubon Society, and U of I Master Gardeners Garden Club of Decatur. The City is grateful for the assistance it received from the members of the ad-hoc advisory committee.

STAFF REFERENCE: Should the City Council have any questions, they may contact Tim Dudley at 450-2337 or e-mail tdudley@decaturil.gov or Richelle D. Irons at 424-2797 or e-mail riron@decaturil.gov

BUDGET/TIME IMPLICATIONS: None. Staff does not envision processing a large number of permits for the native planting landscape areas, and the Macon County Conservation District has agreed to help inspect native planting sites to verify that they are, in fact, native plantings and not just overgrown turf grasses or noxious weeds.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 48 -
- NUISANCES -**

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

Section 1. That Chapter 48 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending and adding language to Section 9. Said Section as so modified and amended, shall provide as follows:

9. NATURAL AREAS AND NATIVE PRAIRIE LANDSCAPE AREAS. It is the policy of the City of Decatur to allow maintained and managed native landscaping and prairie grass restoration projects and sites in an urban setting that minimize hazards and nuisances for public health, safety, and welfare. It is also the policy of the City of Decatur to prevent erosion of soil into Lake Decatur which serves as the main water source for the citizens of Decatur and surrounding areas. In order to reduce erosion and to promote native landscaping and prairie grass restoration in a properly maintained and managed manner, a lot, tract or parcel of ground or any part thereof within the specific locations set forth below in the City may be improved with Native Prairie Landscaping Areas under the terms and conditions set forth in this Section.

A. DEFINITIONS. As used in this Section, unless the context requires otherwise:

(1) “City” means the City of Decatur, Illinois.

(2) “Garden” means a land area where plants are cultivated and managed. Gardens may include native or non-native plants and may be located on public, commercial or residential property. Gardens are purposefully planned, planted, and managed areas which may include a variety of plants including ferns, aquatic plants, native or ornamental grasses, sedges, vines, forbs/flowers, shrubs, and/or trees which are not defined as weeds herein and subject to the City of Decatur Code Chapter 36, Paragraph 2, Section B. If certain types of gardens permitted herein are allowed in front or side lots, they shall not create sight or traffic hazards located at any corner formed by intersecting streets and shall maintain clear sight lines across said premises within the area formed by the property line adjacent to said corner and a diagonal line joining points on said intersecting property lines twenty-five (25) feet from the point of their intersection. Within the above stated area, no vegetation shall be allowed to grow above two (2) feet in height except trees whose branches are removed to a height of eight (8) feet or more above the ground.

(3) “Native Plants” are those plant species which are native to the State of Illinois excluding prohibited species as defined by the Illinois Noxious Weed Law 505 ILCS 100 et.seq. and any Administrative Regulations implementing the Act and all species of running (monopodial) bamboo. Native Plants do not include weeds.

(4) “Native Prairie Landscape Area” is an area utilizing native plants which are purposefully planted and managed and which requires less maintenance after establishment. Native Prairie Landscape Areas may be used to prevent or reduce soil erosion and rainwater runoff into the watershed and reduce the need for pesticides and fertilizers. A Native Prairie Landscape Area must be composed of plants native to the State of Illinois including ferns, aquatic plants, native grasses, sedges, forbs/flowers, vines, shrubs, and/or trees but not weeds as defined in paragraph A section (8). A Native Plant Landscape Area does not include gardens.

(5) “Natural Area” means an area that has been purposely left to grow in a natural state and can maintain itself in a stable condition with minimal human intervention and contains trees, shrubs, and native plants, excluding weeds and turf grass areas that contain more than fifty (50) percent turf grass. Flowers and non-native plants can be allowed provided that common weeds are not the predominant vegetation. Natural Areas are permitted on large, non-residential, tracts and only where they are buffered by wide zones adjoining adjacent land and public rights-of-way.

(6) “Ornamental Grasses” means grasses that are not indigenous to the State of Illinois that are intended to add beauty to a garden. Ornamental grasses do not include turf grasses or weeds.

(7) “Thinning” means reducing plant density using commonly accepted landscape management practices except burning.

(8) “Turf grass” means commercially available cultured grass varieties, including bluegrass, fescue and ryegrass blends commonly used in regularly mowed or manicured lawn areas.

(9) “Weeds” are plants defined as weeds by the Illinois Noxious Weed Law, 505 ILCS 100 et. seq., or the Illinois Exotic Weed Act, 525 ILCS 10/1-5 and any administrative regulations implementing those acts as amended from time to time. The Forestry Division of the Public Works Department of the City may proscribe additional plants that are prohibited. In addition, weeds include specific types of plants designated as weeds in specific types of landscape areas as defined above.

B. LOCATION AND LIMITATIONS OF NATIVE PRAIRIE LANDSCAPE AREAS

(1) Lake Frontage – Natural Areas and Native Prairie Landscape Areas may be located on a lot, lots or parcels of ground abutting, and/or within one-hundred (100) feet of the full-pool edge of Lake Decatur, except that Natural Areas and Native Prairie Landscape Areas may not be located within ten (10) feet of any residential property. Natural Areas and Native Prairie Landscape Areas near or adjoining Lake Decatur must be set back not less than ten (10) feet from the side lot lines. If the owner owns multiple adjacent lots the setback requirements of this ordinance shall apply to the outer perimeter

of the total tract. Said setbacks shall not apply if said lot lines abut Lake Decatur. No Native Prairie Landscape Area may be located in the front yard of a property.

(2) Residential Property – Natural Areas shall not be permitted in residential areas listed as permitted zones for Native Prairie Landscape Areas by this subsection. Following the issuance of a permit as stipulated and required in Paragraph E, Native Prairie Landscape Areas may be located on a lot or parcel of ground in the R-1, R-2, R-3, R-5 or R-6 residential zoning district, or with any residential use, but must be set back not less than ten (10) feet from the side lot lines and not less than ten (10) feet from rear lot rear lot lines. Corner lots or parcels shall have two (2) rear yard setbacks. No Native Prairie Landscape Area shall be located in the front yard of the property, even if the property has no structure. Corner lots will have two front yards in this situation. Size of Native Prairie Landscape Area shall not exceed twenty (20) percent of the rear yard as measured from the rear of an existing home to the rear lot line and from side lot property line to opposite side lot property line. In the event a property is vacant, no Native Prairie Landscape Area shall be permitted in front yards. The 20 percent calculation for placement of a Native Prairie Landscaping Area in the backyard shall be calculated from the middle of the lot, or the front yard building setback line, whichever produces the smaller rear yard area. Native Prairie Landscape Areas shall not exceed a uniform average height of seven (7) feet. On vacant residential properties, Native Prairie Landscape Areas shall be located on the back half of the parcel only. Pots and planters containing native plantings having a planting area of nine (9) square feet or less may be placed in front yards as part of a garden without the need for a permit if they are maintained and managed.

(3) Non-Residential Property - Natural Areas are not permitted in any residential zone, or in any zone within three-hundred (300) feet of an active residential structure. Natural Areas shall not be allowed on lots less than five (5) acres in size, and even in non-residential areas, Natural Areas must be setback not less than twenty-five (25) from the side lot lines and not less than twenty-five (25) feet from the rear lot lines. Corner lots or parcels shall have two (2) rear yard setbacks (corner lots will have two front yards in this situation). Rules for Native Prairie Landscape Areas in Non-Residential zones shall be the same as for residential zones, except as otherwise provided in paragraph B section (2). Size of Native Prairie Landscape Area cannot exceed thirty (30) percent of the rear yard of a non-residential developed parcel as measured from the back corner of existing structure to the rear lot line and from side property line to opposite side property line. Native Prairie Landscape Areas shall not exceed a uniform average height of seven (7) feet in non-residential zones.

(4) Vacant parcels of more than five (5) acres in non-residential areas as defined by Paragraph B section (3) may have Natural Areas and Native Prairie Landscape Areas that comprise the entire parcel except that minimum twenty-five (25) foot setbacks must still be maintained on all sides following issuance of a permit.

C. SETBACKS, PREPARATION AND INITIAL REQUIREMENTS

(1) All setback areas shall be composed of regularly mowed turf grass, garden beds, trees, shrubs, mulch, wood chips, rock and/or gravel and be maintained as set forth in Section 8 of this Chapter.

(2) Native Prairie Landscape Areas shall be planted using species native to Illinois prairies and only through transplanting or seed by human or mechanical means. Soil erosion must be controlled while the ground is bare of plant growth that is sufficient to inhibit erosion and is the sole responsibility of the owner or occupant.

(3) Natural Areas and Native Prairie Landscape Areas shall not be placed within any front yard areas, rear and side yard setbacks, road rights-of-way, or immediately adjacent to any driveway or road intersection when in the view of the City's inspector, it would interfere with motorists' view of the street or roadway.

(4) Prior to planting Native Prairie Landscape Areas, the entire planting areas shall be stripped of all vegetation by removing sod, cutting and overturning sod by tilling and other methods of removing prior vegetation.

(5) Prior to planting Native Prairie Landscape Areas, the owner shall obtain a permit from the City as provided in Paragraph E.

(6) Owners of Natural Areas and Native Prairie Landscape Areas shall be required to maintain permitted areas such that they are free of noxious weeds and are not a harbor of rodents and other animals that invade and/or damage adjoining property. Failure to manage shall be cause for permit revocation.

D. MAINTENANCE. Natural Areas and Native Prairie Landscape Areas must be cut or thinned at least once annually between January 15 and April 30 in accordance with the terms and conditions set forth by the Illinois Environmental Protection Agency. However, Natural Areas and Native Prairie Landscape Areas shall not be maintained through the use of scheduled or controlled burning in the city of Decatur. If the Native Prairie Landscape Area is not maintained in accordance with the terms of this Section, the provisions set forth in Section 8 of Chapter 48 shall apply.

E. PERMIT. An owner or occupant of a lot or parcel of land must apply for a permit to install Natural Areas and Native Prairie Landscape Areas or maintain already existing Natural Areas and Native Prairie Landscape Areas. The permit fee is \$100.00 for parcels under one (1) acre, and \$200.00 for parcels over one (1) acre. Application for a permit shall be on a form as provided by the City and issued by the Forestry Division of the Public Works Department of the City. A landscape plan shall be required with the application and include the following information:

- (1) Name and address of owner and occupant and landscape architect/designer.
- (2) Date of plan preparation and date and description of all revisions.
- (3) Name of project or development.

(4) One (1) scale drawing of the proposed Natural Areas or Native Prairie Landscape Area site based upon property lines with indication of scale and north point with dimensions in feet and inches. This site map shall also include the name and alignment of proposed and existing adjacent on-site streets, the locations of all proposed utility easements and rights of way, setbacks, locations of existing and proposed buildings, topographic contours at two-foot contour intervals, existing and proposed location of parking areas, location of water bodies, locations of sidewalks and percent of the site not covered by impervious surface.

(5) Two (2) scale drawings of the proposed project area to a minimum scale of one inch equals fifty (50) feet of proposed landscaping for the site based upon property lines with indication of scale and north point; existing and proposed topographic contours using mean sea level datum at two foot contour intervals; details of proposed planting beds and foundation plantings; delineation of both sodded and seeded areas; location and identification of proposed landscape or manmade materials used to provide screening from adjacent and neighboring properties with a separate cross section drawing of which shall be provided at legible scale illustrating the effectiveness of proposed screening; location and identification of trees; details of fences, tie walls, planting boxes, retaining walls, tot lots, picnic areas, berms and other landscape improvements including a separate drawing of typical sections of these details in legible scale; location of landscape islands and planter beds with identification of plant materials used including separate drawings of typical section of these areas in legible scale.

(6) A table containing the common names and botanical names, average size of plant materials, root specifications, quantities, special planting instructions and proposed planting dates of all plant materials included in the Landscape Proposal.

(7) A description of how the Native Prairie Landscape Area will be maintained including all activities necessary to sustain the plantings in the Native Prairie Landscape Area.

(8) Such other information as may be requested by the City Manager or his designee.

F. REVOCATION OF PERMIT.

(1) The Permit shall expire and be of no force and effect if the Native Prairie Landscape Area is not planted pursuant to the approved Landscape Plan within six (6) months of issuance of the permit.

(2) The Permit may be revoked by the Forestry Division of the Public Works Department if the Natural Area or Native Prairie Landscape Area does not meet any of the specifications as set forth in the Application for Permit.

G. ENFORCEMENT. The Forestry Division of the Public Works Department of the City shall be responsible for the enforcement of this Section.

H. PROVISIONS. The provisions of this ordinance shall not apply where the City and any other unit of local government have entered into a written agreement for the vegetative management of any property owned by the unit of local government. City of Decatur Staff will revisit this ordinance one (1) year after adoption.

I. NATIVE PRAIRIE LANDSCAPE AREA PLANTS

Note: Any native plants not listed below will need to be approved by the City of Decatur Forestry Division before planting.

Big bluestem (*Andropogon gerardii*)

Black-eyed Susan (*Rudbeckia hirta*)

Blue flag iris (*Iris versicolor*)

Blue Joint Grass (*Calamagrostis canadensis*)
 Blue Vervain (*Verbena hastata*)
 Blue False indigo (*Baptisia australis*)
 Brown-eyed Susan (*Rudbeckia triloba*)
 Common Boneset (*Eupatorium perfoliatum*)
 Common Ironweed (*Vernonia fasciculata*)
 Prairie Cordgrass (*Spartina pectinata*)
 Canada Milk Vetch (*Astragalus canadensis*)
 Canadian Wild Rye (*Elymus canadensis*)
 Compass plant (*Siliphium laciniatum*)
 Culver's-Root (*Veronicastrum virginicum*)
 Cup plant (*Silphium perfoliatum*)
 Dark Green Bulrush (*Scirpus atrovirens*)
 Fox Sedge (*Carex vulpinoidea*)
 Foxglove Penstemon (*Penstemon digitalis*)
 Golden Alexanders (*Zizia aurea*)
 Great Blue Lobelia (*Lobelia siphilitica*)
 Indian Grass (*Sorghastrum nutans*)
 Prairie Indian Plantain (*Amoglossum atriplicifolium*)
 Little Bluestem (*Schizachyrium scoparium*)
 Milkweed (*Asclepias spp.*)
 New England aster (*Symphyotrichum novae-angliae*)
 Nodding Wild Rye (*Elymus canadensis*)
 Ox-eye Sunflower (*Heliopsis helianthoides*)
 Pale Purple Coneflower (*Echinacea pallida*)
 Prairie Blazingstar (*Liatris pycnostachya*)
 Prairie Cordgrass (*Spartina pectinata*)
 Prairie Dock (*Siliphium terebinthinaceum*)
 Prickly sedge (*Carex stipata*)
 Purple coneflower (*Echinacea purpurea*)
 Purple Prairie Clover (*Dalea purpurea*)
 Rattlesnake Master (*Eryngium yuccifolium*)
 Rosinweed (*Siliphium Integrifolium*)
 Smooth Blue Aster (*Symphyotrichum laeve*)
 Showy Tick Trefoil (*Desmodium canadense*)
 Side Oats Grama (*Bouteloua curtipendula*)
 Spotted Joe-Pye-Weed (*Eutrochium maculatum*)
 Stiff Goldenrod (*Oligoneuron rigidum*)
 Sweet Coneflower (*Rudbeckia subtomentosa*)
 Switch Grass (*Panicum virgatum*)
 Virginia Wild Rye (*Elymus virginicus*)
 White Wild Indigo (*Baptisia alba*)
 Wild Bergamot (*Monarda fistulosa*)

Wild Blue Iris (*Iris shrevei*)
Wild quinine (*Parthenium integrifolium*)
Yellow Cone Flower (*Ratibida pinnata*)
Yellow (Common) Sneezeweed (*Helenium autumnale*)

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

PRESENTED, PASSED, APPROVED and RECORDED this 6th day of July 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

PUBLISHED this _____ day of _____, 2020.

Kim Althoff, City Clerk

ADDITIONS AND DELETIONS

- CHAPTER 48 – - NUISANCES -

9. **NATURAL AREAS AND NATIVE PRAIRIE LANDSCAPE AREAS**~~NATIVE PLANT LANDSCAPE AREAS~~. It is the policy of the City of Decatur to allow maintained and managed native landscaping and prairie grass restoration projects and sites in an urban setting that minimize hazards and nuisances for public health, safety, and welfare. It is also the policy of the~~The~~ City of Decatur ~~seeks to~~ prevent erosion of soil into Lake Decatur which serves as the main water source for the citizens of Decatur and surrounding areas. In order to reduce erosion and to promote native landscaping and prairie grass restoration in a properly maintained and managed manner, a lot, tract or parcel of ground or any part thereof within the specific locations set forth below in the City may be improved with Native ~~Plant~~-Prairie Landscaping Areas under the terms and conditions set forth in this Section.

A. **DEFINITIONS.** As used in this Section, unless the context requires otherwise:

(1) “City” means the City of Decatur, Illinois.

(2) “Garden” means a land area where plants are cultivated and managed. Gardens may include native or non-native plants and may be located on public, commercial or residential property. Gardens are purposefully planned, planted, and managed areas which may include a variety of plants including ferns, aquatic plants, native or ornamental grasses, sedges, vines, forbs/flowers, shrubs, and/or trees which are not defined as weeds herein and subject to the City of Decatur Code Chapter 36, Paragraph 2, Section B. If certain types of gardens permitted herein are allowed in front or side lots, they shall not create sight or traffic hazards located at any corner formed by intersecting streets and shall maintain clear sight lines across said premises within the area formed by the property line adjacent to said corner and a diagonal line joining

points on said intersecting property lines twenty-five (25) feet from the point of their intersection. Within the above stated area, no vegetation shall be allowed to grow above two (2) feet in height except trees whose branches are removed to a height of eight (8) feet or more above the ground.~~cultivated area dedicated to growing vegetables, fruits, flowers, ornamental grasses, groundcovers, shrubs and similar plants that are planted in a well defined location.~~

(3) “Native Plants” are those ~~grasses, including prairie grasses, sedges (solid, triangular-stemmed plants resembling grasses), forbs (flowering broadleaf plants), trees and shrubs that are~~ plant species which are native ~~to or naturalized~~ to the State of Illinois; excluding prohibited species, as defined by the Illinois Noxious Weed Law 505 ILCS 100 et.seq. and any Administrative Regulations implementing the Act and all species of running (monopodial) bamboo. Native plants do not include weeds.

(4) “Native ~~Plant~~ Prairie Landscape Area” ” is an area utilizing native plants which are purposefully planted and managed and which requires less maintenance after establishment. Native Prairie Landscape Areas may be used to prevent or reduce soil erosion and rainwater runoff into the watershed and reduce the need for pesticides and fertilizers. A Native Prairie Landscape Area must be composed of plants native to the State of Illinois including ferns, aquatic plants, native grasses, sedges, forbs/flowers, vines, shrubs, and/or trees but not weeds as defined in paragraph A section (8).~~means a designated area comprised of native plants that are being or have been planted in a designated area.~~ A Native Plant Landscape Area does not include gardens.

(5) “Natural Area” means an area that has been purposely left to grow in a natural state and can maintain itself in a stable condition ~~without~~ with minimal human intervention and contains trees, shrubs, and native plants, excluding weeds and turf grass areas that contain more

than fifty (50) percent turf grass. Flowers and non-native plants can be allowed provided that common weeds are not the predominant vegetation. Natural Areas are permitted on large, non-residential, tracts and only where they are buffered by wide zones adjoining adjacent land and public rights-of-way.

(6) “Ornamental Grasses” means grasses that are not indigenous to the State of Illinois that are intended to add beauty to a garden. Ornamental grasses do not include turf grasses or weeds.

(7) “Thinning” means reducing plant density using commonly accepted landscape management practices except burning~~the prescribed burning of Native Plant Landscape Areas pursuant to and under the guidelines as set forth in the Illinois Prescribed Burning Act 525 ILCS 37 et. seq. and any Administrative Regulations implementing the Act.~~

(8) “Turf grass” means commercially available cultured grass varieties, including bluegrass, fescue and ryegrass blends, commonly used in regularly mowed or manicured lawn areas.

(9) “Weeds” are plants defined as weeds by the~~means noxious weeds as defined and designated pursuant to the Illinois Noxious Weed Law, 505 ILCS 100 et. seq., as amended from time to time, or any volunteer plants such as but not limited to garlic mustard (Alliaria petiolata), spotted knapweed (Centaurea maculosa) or burdock (Arctium minus).~~ The Forestry Division of the Public Works Department of the City may proscribe additional plants that are prohibited. In addition, weeds include specific types of plants designated as weeds in specific types of landscape areas as defined above.

B. LOCATION AND LIMITATIONS OF NATIVE PRAIRIE LANDSCAPE AREAS.

(1) Lake Frontage – Natural Areas and Native ~~Plant~~ Prairie Landscape Areas may ~~only~~ be located on a lot, ~~lots~~ or parcels of ground ~~that abuts~~abutting, and/or ~~within~~ and has at least ~~seventy-five~~one-hundred (75100) feet of ~~frontage on~~the full-pool edge of Lake Decatur, except that Natural Areas and Native Prairie Landscape Areas may not be located within ten (10) feet of any residential property. Natural Areas and Native Prairie Landscape Areas near or adjoining Lake Decatur ~~and~~ must be set back not less than ten (10) feet from the side lot lines, ~~and the rear lot lines without approved native landscape growth containment barriers in place and two (2) feet from the side lot lines with approved native landscape growth containment barriers in place.~~ If the owner owns multiple adjacent lots the setback requirements of this ordinance shall apply to the outer perimeter of the total tract. Said setbacks shall not apply if said lot lines abut Lake Decatur. No Native ~~Plant~~ Prairie Landscape area may be located in the front yard of a property.

(2) Residential Property – Natural Areas shall not be permitted in residential areas listed as permitted zones for Native Prairie Landscape Areas by this subsection. Following the issuance of a permit as stipulated and required in Paragraph E, Native Prairie Landscape Areas may be located on a lot or parcel of ground in the R-1, R-2, R-3, R-5 or R-6 residential zoning district, or with any residential use, but must be set back not less than ten (10) feet from the side lot lines and not less than ten (10) feet from rear lot rear lot lines. Corner lots or parcels shall have two (2) rear yard setbacks. No Native Prairie Landscape Area shall be located in the front yard of the property, even if the property has no structure. Corner lots will have two front yards in this situation. Size of Native Prairie Landscape Area shall not exceed twenty (20) percent of the rear yard as measured from the rear of an existing home to the rear lot line and from side lot property line to opposite side lot property line. In the event a property is vacant, no Native Prairie Landscape Area shall be permitted in front yards. The 20 percent calculation for placement of a

Native Prairie Landscaping Area in the backyard shall be calculated from the middle of the lot, or the front yard building setback line, whichever produces the smaller rear yard area. Native Prairie Landscape Areas shall not exceed a uniform average height of seven (7) feet. On vacant residential properties, Native Prairie Landscape Areas shall be located on the back half of the parcel only. Pots and planters containing native plantings having a planting area of nine (9) square feet or less may be placed in front yards as part of a garden without the need for a permit if they are maintained and managed.

(3) Non-Residential Property - Natural Areas are not permitted in any residential zone, or in any zone within three-hundred (300) feet of an active residential structure. Natural Areas shall not be allowed on lots less than five (5) acres in size, and even in non-residential areas, Natural Areas must be setback not less than twenty-five (25) from the side lot lines and not less than twenty-five (25) feet from the rear lot lines. Corner lots or parcels shall have two (2) rear yard setbacks (corner lots will have two front yards in this situation). Rules for Native Prairie Landscape Areas in Non-Residential zones shall be the same as for residential zones, except as otherwise provided in paragraph B section (2). Size of Native Prairie Landscape Area cannot exceed thirty (30) percent of the rear yard of a non-residential developed parcel as measured from the back corner of existing structure to the rear lot line and from side property line to opposite side property line. Native Prairie Landscape Areas shall not exceed a uniform average height of seven (7) feet in non-residential zones.

(4) Vacant parcels of more than five (5) acres in non-residential areas as defined by Paragraph B section (3) may have Natural Areas and Native Prairie Landscape Areas that comprise the entire parcel except that minimum twenty-five (25) foot setbacks must still be maintained on all sides following issuance of a permit.

C, SETBACKS, PREPERATION AND INITIAL REQUIREMENTS

(1) All setback areas shall be composed of regularly mowed turf grass, garden beds, trees, shrubs, mulch, wood chips, rock and/or gravel and be maintained as set forth in Section 8 of this Chapter.

(2) Native ~~Plant~~ Prairie Landscape Areas shall be planted using species native to Illinois prairies and only through transplanting or seed by human or mechanical means. Soil erosion must be controlled while the ground is bare of plant growth that is sufficient to inhibit erosion and is the sole responsibility of the owner or occupant.

(3) Natural Areas and Native ~~Plant~~ Prairie Landscape Areas shall not be placed within any front yard areas, ~~drainage utility easements~~ rear and side yard setbacks, road right-of-ways, or immediately adjacent to any driveway or road intersection when in the view of the City's inspector, it would interfere with motorists' view of the street or roadway.

(4) Prior to planting Native Prairie Landscape Areas, the entire planting areas shall be stripped of all vegetation by removing sod, cutting and overturning sod by tilling and other methods of removing prior vegetation.

(5) Prior to planting Native Prairie Landscape Areas, the owner shall obtain a permit from the City as provided in Paragraph E.

(6) Owners of Natural Areas and Native Prairie Landscape Areas shall be required to maintain permitted areas such that they are free of noxious weeds and are not a harbor of rodents and other animals that invade and/or damage adjoining property. Failure to manage shall be cause for permit revocation.

~~CD.~~ **MAINTENANCE.** Natural Areas and Native ~~Plant~~ Prairie Landscape Areas must be cut or thinned at least once annually between January 15 and April 30 ~~to a height no greater~~

~~than ten (10) inches. Thinning must be conducted under~~ in accordance with the terms and conditions set forth by the Illinois Environmental Protection Agency. However, Natural Areas and Native Prairie Landscape Areas shall not be maintained through the use of scheduled or controlled burning in the city of Decatur. If the Native Prairie Landscape Area is not maintained in accordance with the terms of this Section, the provisions set forth in Section 8 of Chapter 48 shall apply. ~~and the Chief of the City Fire Department with all costs to be paid by the owner or occupant of the property and under the following conditions:~~

(1) ~~Authorization to conduct a prescribed burn must first be obtained from the Illinois Environmental Protection Agency by obtaining an I.E.P.A Prescribed Burn Permit.~~

~~— (2) A City of Decatur Prescribed Burn Permit must also be obtained.~~

(3) ~~Both permits must be on hand during the time of the prescribed burn and be readily available for inspection upon request from any Decatur Fire Department Fire Officer or City Official. The IEPA permit shall include a copy of the prescription for the burn from a certified prescribed burn manager. The prescription shall obtain, as a minimum, the following:~~

~~(a) Site description~~

~~(b) Map of the area to be burned~~

~~(c) Desired outcome~~

~~(d) Personnel and equipment to be used on the prescribed burn~~

~~(e) Training level of personnel conducting the burn~~

~~(i) Personnel conducting the prescribed burn must be in compliance with:~~

~~(ii) NFPA 1051 Standard for Wildland Fire Fighter Professional Qualifications~~

~~(iii) NFPA 1143 Standard for Wildland Fire Management~~

~~(4) The following conditions must also be met at the time of the burn:~~

~~(a) At least one certified prescribed burn manager must be present on site with a copy of the prescription while the burn is being conducted.~~

~~(b) The Decatur Fire Department shall be notified prior to commencing the burn and at the conclusion of the burn.~~

~~(c) A reasonable effort shall be made to notify all adjoining property owners and occupants of the date and time of the prescribed burn.~~

~~(d) The burn must be conducted no earlier than 8:00 a.m. and must be completed by 5:00 p.m. on the same day.~~

~~(e) Burning shall be conducted only when wind speed and direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, or off site structure.~~

~~(f) Burning must be attended at all times.~~

~~(g) A water source such as a garden hose and/or bucket shall be readily available.~~

~~(h) Burning shall not be closer than 25 feet to any structure.~~

~~(5) If any of these provisions are not met, the person responsible for the burn is subject to a \$150.00 City of Decatur Fire Prevention Violation Citation.~~

~~(6) The Decatur Fire Department reserves the right to extinguish any fire, including prescribed burns, if the fire is judged to be a nuisance.~~

~~If the Native Plant Landscape Area is not maintained in accordance with the terms of this Section, the provisions set forth in Section 8 of Chapter 48 shall apply.~~

DE. PERMIT. An owner or occupant of a lot or parcel of land must apply for a permit to install Natural Areas and Native Plant-Prairie Landscape Areas or maintain already existing Natural Areas and Native Plant-Prairie Landscape Areas. The permit fee is \$100.00 for parcels under one (1) acre, and \$200.00 for parcels over one (1) acre. Application for a permit shall be on a form as provided by the City and issued by the Forestry Division of the Public Works Department of the City. A landscape plan shall be required with the application and include the following information:

(1) Name and address of owner and occupant and landscape architect/designer.

(2) Date of plan preparation and date and description of all revisions.

(3) Name of project or development.

(4) One (1) scale drawing of the proposed Natural Areas or Native Prairie Landscape Area site based upon ~~a survey of~~ property lines with indication of scale and north point with dimensions in feet and inches. This site map shall also include the name and alignment of proposed and existing adjacent on-site streets, the locations of all proposed utility easements and rights of way, setbacks, locations of existing and proposed buildings, topographic contours at two-foot contour intervals, existing and proposed location of parking areas, location of water bodies, locations of proposed sidewalks and percent of the site not covered by impervious surface.

(5) Two (2) scale drawings of the proposed project area to a minimum scale of one inch equals fifty (50) feet of proposed landscaping for the site based upon ~~a survey of~~ property lines with indication of scale and north point; existing and proposed topographic contours using mean sea level datum at two foot contour intervals; details of proposed planting beds and foundation plantings; delineation of both sodded and seeded areas; location and identification of proposed landscape or manmade materials used to provide screening from adjacent and neighboring properties with a separate cross section drawing of which shall be provided at legible scale illustrating the effectiveness of proposed screening; location and identification of trees; details of fences, tie walls, planting boxes, retaining walls, tot lots, picnic areas, berms and other landscape improvements including a separate drawing of typical sections of these details in legible scale; location of landscape islands and planter beds with identification of plant materials used including separate drawings of typical section of these areas in legible scale.

(6) A table containing the common names and botanical names, average size of plant materials, root specifications, quantities, special planting instructions and proposed planting dates of all plant materials included in the Landscape Proposal.

(7) A description of how the Native ~~Plant~~Prairie Landscape Area will be maintained including all activities necessary to sustain the plantings in the Native ~~Plant~~Prairie Landscape Area.

(8) Such other information as may be requested by the City Manager or his designee.

EF. REVOCATION OF PERMIT.

(1) The Permit shall expire and be of no force and effect if the Native ~~Plant~~Prairie Landscape Area is not completed pursuant to the approved Landscape Plan within ~~three-six~~ (36) months of issuance of the permit.

(2) The Permit may be revoked by the Forestry Division of the Public Works Department if the Natural Area or Native ~~Plant~~Prairie Landscape Area does not meet the specifications as set forth in the Application for Permit.

FG. ENFORCEMENT. The Forestry Division of the Public Works Department of the City shall be responsible for the enforcement of this Section.

H. PROVISIONS. The provisions of this ordinance shall not apply where the City and any other unit of local government have entered into a written agreement for the vegetative management of any property owned by the unit of local government. City of Decatur Staff will revisit this ordinance one (1) year after adoption.

I. NATIVE PRAIRIE LANDSCAPE AREA PLANTS

Note: Any native plants not listed below will need to be approved by the City of Decatur Forestry Division before planting.

Big bluestem (Andropogon gerardii)
Black-eyed Susan (Rudbeckia hirta)
Blue flag iris (Iris versicolor)
Blue Joint Grass (Calamagrostis canadensis)
Blue Vervain (Verbena hastata)
Blue False indigo (Baptisia australis)

Brown-eyed Susan (*Rudbeckia triloba*)
Common Boneset (*Eupatorium perfoliatum*)
Common Ironweed (*Vernonia fasciculata*)
Prairie Cordgrass (*Spartina pectinata*)
Canada Milk Vetch (*Astragalus canadensis*)
Canadian Wild Rye (*Elymus canadensis*)
Compass plant (*Siliphium laciniatum*)
Culver's-Root (*Veronicastrum virginicum*)
Cup plant (*Silphium perfoliatum*)
Dark Green Bulrush (*Scirpus atrovirens*)
Fox Sedge (*Carex vulpinoidea*)
Foxglove Penstemon (*Penstemon digitalis*)
Golden Alexanders (*Zizia aurea*)
Great Blue Lobelia (*Lobelia siphilitica*)
Indian Grass (*Sorghastrum nutans*)
Prairie Indian Plantain (*Amoglossum atriplicifolium*)
Little Bluestem (*Schizachyrium scoparium*)
Milkweed (*Asclepias* spp.)
New England aster (*Symphyotrichum novae-angliae*)
Nodding Wild Rye (*Elymus canadensis*)
Ox-eye Sunflower (*Heliopsis helianthoides*)
Pale Purple Coneflower (*Echinacea pallida*)
Prairie Blazingstar (*Liatris pycnostachya*)
Prairie Cordgrass (*Spartina pectinata*)
Prairie Dock (*Siliphium terebinthinaceum*)
Prickly sedge (*Carex stipata*)
Purple coneflower (*Echinacea purpurea*)
Purple Prairie Clover (*Dalea purpurea*)
Rattlesnake Master (*Eryngium yuccifolium*)
Rosinweed (*Siliphium Integrifolium*)
Smooth Blue Aster (*Symphyotrichum laeve*)
Showy Tick Trefoil (*Desmodium canadense*)
Side Oats Grama (*Bouteloua curtipendula*)
Spotted Joe-Pye-Weed (*Eutrochium maculatum*)
Stiff Goldenrod (*Oligoneuron rigidum*)
Sweet Coneflower (*Rudbeckia subtomentosa*)
Switch Grass (*Panicum virgatum*)
Virginia Wild Rye (*Elymus virginicus*)
White Wild Indigo (*Baptisia alba*)
Wild Bergamot (*Monarda fistulosa*)
Wild Blue Iris (*Iris shrevei*)
Wild quinine (*Parthenium integrifolium*)
Yellow Cone Flower (*Ratibida pinnata*)
Yellow (Common) Sneezeweed (*Helenium autumnale*)
 (Amended, Ordinance No. 2017-19, April 17, 2017)

Community Development

DATE: 7/2/2020

MEMO: 20-23

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Richelle D. Irons, Interim Community Development Director
Greg Crowe, AICP, Planning and Development Manager

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with Lochmueller Group, Inc. for Decatur Bicycle Plan

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing an agreement with Lochmueller Group, Inc. for Decatur Bicycle Plan for an amount not to exceed \$125,000.

BACKGROUND:

The City of Decatur was selected to receive a grant of \$60,000 from the Illinois Department of Transportation to fund a bicycle planning project in 2019. The grant requires a \$15,000 local match which is including in the current city budget. The City-State agreement for the grant and match was approved by City Council on February 3, 2020. These state and local funds have been joined with \$50,000 from Decatur Urbanized Area Transportation Study (DUATS) planning funds for a total of \$125,000. The DUATS funds have been earmarked for a project like this for some years. Without amending the DUATS plans the city does not have the discretion to re-allocate these funds to an alternative transportation project.

A selection committee of DUATS members including representatives from the City of Decatur Planning and Engineering, Decatur Park District, Village of Mount Zion and Macon County Highway Department received and reviewed 10 consultant proposals for the Hike-Bike Plan. After the initial review, 5 of the 10 consultants were selected for virtual interviews with the selection committee.

After the interviews, it was determined by the committee that Lochmueller Group presented the best proposal for the Bicycle Plan by demonstrating multiple platforms for community engagement including social media and virtual platforms, maximizing the funding dollars through implementable deliverables, providing analysis with multiple solutions for the overall bike system including rural/greenbelt off-street trails, urban separated trails, urban on-street paths and gaps within the current system and funding solutions to implement the plan. The DUATS Technical and Policy Committee voted to approve and recommend Lochmueller Group, Inc for the Decatur Bicycle Plan at their June 16, 2020 meeting.

The project will start immediately in July, if approved by the City Council, with an ending date of June 30, 2021 which is required by the IDOT grant.

This project does not fund any engineering or construction costs, only planning costs. Although the Decatur-Macon County area has several off-road hike/bike trails, for the most part they do not connect with each other, and there has not been a comprehensive area wide plan for connecting them and adding more non-motorized trails and pedestrian corridors through the heart of the city. This plan and study will fill this gap.

Development of such a plan is important for Decatur for at least three reasons: 1) every year there are different grant and intergovernmental funding sources available to local governments for trails and off-road non-motorized corridors, and it is almost always easier to access these funds if the local government has a long-range hike-bike trail plan; 2) sectors of the Decatur population do not have access to private automobiles and could have an easier time getting around if there were more safe hike/bike routes in more urban areas; and 3) the city's proposed design revisions on U.S. Highway 51 between Eldorado and Pershing are a major departure in integrated transportation corridor planning for Decatur, and improvements to U.S. 51 should also conform to the local long-range plan (IDOT has just hired a design engineer for the U.S. 51 Eldorado to Pershing project).

PRIOR COUNCIL ACTION: City Council approval of City/State Agreement for IDOT Grant on February 3, 2020.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: The DUATS Selection Committee assisted the City in choosing the consultant with the DUATS Technical and Policy Committee approving Lochmueller Group, Inc for the Decatur Bicycle Plan at their June 16, 2020 meeting.

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS:

The City entered into a City/State Agreement with IDOT in February of 2020 providing for \$60,000 in State Grant funds and \$15,000 in City local match. DUATS planning funds are providing the additional \$50,000.

ATTACHMENTS:

Description	Type
Resolution with Agreement	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL
ENGINEERING SERVICES AGREEMENT WITH
LOCHMUELLER GROUP, INC. FOR DECATUR BICYCLE PLAN**

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

Section 1. That the Agreement authorizing the Professional Engineering Services for Decatur Bicycle Plan, presented to the City Council herewith, as Exhibit 1 and made a part hereof, between the City of Decatur and Lochmueller Group, Inc. be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur and Lochmueller Group, Inc. for a fee not to exceed \$125,000.00.

PRESENTED and ADOPTED this 6th day of July 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
DECATUR BICYCLE PLAN

This Agreement ("Agreement") is made and entered into between the CITY OF DECATUR, ILLINOIS, an Illinois home rule municipal corporation ("City"), and LOCHMUELLER GROUP, INC. ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

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

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.

- g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

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

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

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

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

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

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

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.2 for services rendered by principals and employees assigned to the Project.
- Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.0 .
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

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

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

EXHIBIT 1

DATED this _____ day of _____, 2020

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: _____

SCOPE OF WORK

PROJECT DESCRIPTION

Lochmueller Group, Inc. (CONSULTANT) will assist the City of Decatur and Decatur Urban Area Transportation Study (CLIENT) in the development and adoption of a Bicycle Plan (Plan). The Plan will reflect the vision, goals, policies, and programs of the recent Long Range Transportation Plan, adopted in January 2020. The Plan will address best practices in bicycle infrastructure and programs, ultimately providing a pathway for implementing a sustainable active transportation system for the benefit of Decatur area residents and visitors.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT & ADMINISTRATION

1.1 Project Management

CONSULTANT's Project Manager (PM) will manage activities with the CLIENT to provide a continual flow of information and coordination of activities. This will be achieved through a brief update to the CLIENT a minimum of once per month throughout the duration of the project, and can be in the form of a written email or conference call. The goal of these meetings is to provide detailed information regarding Plan development or discuss any special issues that arise on the project.

1.2 Project Administration

CONSULTANT will prepare and submit monthly invoices as outlined in the contract language provided by the City. We will provide task level descriptions of work completed and percent of tasks completed.

1.3 Quality Control

For all submittals to the CLIENT, CONSULTANT will provide a two-tier quality control system for written and graphic material that includes (1) peer review, and (2) independent review of materials prior to submittal.

Task 1 Deliverables: Monthly invoices, progress updates

TASK 2 – MEETINGS & PUBLIC ENGAGEMENT

2.1 Committee Meetings

2.1.1 Kick-off Meeting

CONSULTANT will hold a kick-off meeting with CLIENT to identify Steering Committee members, review scope of work and schedule, and discuss the engagement strategy.

2.1.2 Core Team Meetings

CONSULTANT will participate in periodic conference calls with the CLIENT's core team, as needed, to discuss progress on the study. These standing meetings are anticipated to occur approximately once every two to three weeks.

2.1.3 Steering Committee Meetings

CONSULTANT will attend up to three (3) meetings with the Steering Committee throughout the course of the project, anticipated as follows:

- Steering Committee Meeting #1: Review Existing Conditions, discuss Plan's vision, goals, and objectives
- Steering Committee Meeting #2: Review community feedback, discuss key policy recommendations and bikeway network, priorities
- Steering Committee Meeting #3: Review draft Plan, review community feedback

2.2 Community Meetings

2.2.1 Stakeholder Meetings & Focus Groups

CONSULTANT will conduct up to ten (10) interviews with relevant stakeholders in the DUATS area, identified with the help of the Steering Committee.

2.2.2 Community Meetings

CONSULTANT will provide materials and attend up to two (2) meetings with the public throughout the course of the project, as follows:

- Community Meeting #1: Information Discovery, Existing Conditions, Community vision
- Community Meeting #2: Review recommendations and feedback on routes, programs, and policies

CONSULTANT will support the CLIENT with up to three (3) CONSULTANT team members if the event is to be an in-person workshop. CLIENT will be responsible for attending, securing the venue, and promoting public participation through flyers, media communications, social media, etc. with the guidance of CONSULTANT. CONSULTANT will act as an extension of CLIENT at the open house.

Alternatively, if an in-person event is determined to not be feasible or safe due to current events (such as COVID-19), CONSULTANT will convert to an online platform to perform the existing conditions discovery and obtain recommendations feedback from the community.

2.2.3 Online Surveys & Tools

CONSULTANT will develop an online engagement tool to produce a community survey with a focus on recommendation preferences, prioritization, and feedback on the proposed network, programming initiatives, and policies. CONSULTANT will solicit the assistance of CLIENT for help in distributing the survey.

Task 2 Deliverables: Meeting agendas, presentation materials, meeting minutes/summaries

TASK 3 – EXISTING CONDITIONS

3.1 Information Request Memorandum

CONSULTANT will formally request information to be provided from CLIENT in the form of an Information Request Memorandum to the CLIENT, which would request items including but not limited to:

- Electronic copies of latest planning documents guiding decision makers and city policy, such as comprehensive plans, zoning ordinance, city codes/ordinances, ADA transition plans, parks or trails plan, any past plans pertaining to multimodal transportation, etc.
- Various GIS shapefiles and maps, such as public roads, functional classification, existing and planned land use, existing zoning, sidewalks, traffic signals, right-of-way limits and property lines, and any other infrastructure within the public right-of-way
- Recent aerial photography
- Crash data for the DUATS area in GIS format
- Information regarding current or pending major developments or infrastructure improvements

3.2 Collect Existing Information

CONSULTANT will:

- Review the recently adopted DUATS Long Range Transportation Plan to understand CLIENT's overall transportation vision and goals;
- Review existing local, regional, and statewide policies, ordinances, education programs, and planning documents, as available;
- Perform a site visit, including an investigation of up to five (5) specific problem or planning areas identified by the CLIENT;
- Estimate Annual Average Daily Traffic volumes (AADTs) along major routes within the City using a combination of IDOT historic AADT and DUATS Travel Demand Model outputs.
- Identify existing regional bicycle facilities;
- Review past studies and proposals to determine if those routes would still adhere to best practices in route planning, including them in the Plan if so; and
- Identify potential origins and destinations to which bicycle connectivity may be desired.

3.3 Analysis

CONSULTANT will identify gaps in the region's bicycle facilities. Using the collected data, a Bicycle Level of Traffic Stress analysis will be performed. This analysis will help determine both routes as well as bikeway type.

CONSULTANT will perform a crash analysis to identify hot spots of crash occurrences, particularly of crashes involving non-motorized modes of transportation. Pertinent crash data is already available to Lochmueller through other projects in the region.

*Task 3 Deliverable: Information request memo, Maps of analysis results***TASK 4 – VISION, GOALS, OBJECTIVES**

CONSULTANT will prepare a draft vision statement, goals, and objectives for the Plan, the Core Team and Steering Committee meetings to discuss.

CONSULTANT will collaborate with CLIENT to identify peer or aspirational cities, which the CONSULTANT will identify mode share trajectories that DUATS members can seek to emulate. This stage will also identify various benchmarks for the Plan to address.

*Task 4 Deliverable: Memo with final Vision, Goal, and Objectives***TASK 5 – REVIEW & ASSESS BEST PRACTICES****5.1 Training Event**

CONSULTANT will work with the CLIENT to identify a length of time (e.g. lunch hour or two-hour event) and develop a training session that covers the basics on bicycle facility design. CONSULTANT will present this session to DUATS and City staff, and other participants as invited by the City.

5.2 Design Guidance

CONSULTANT will assemble key elements of design guidance for infrastructure improvements and pedestrian improvement areas. This will consist of presenting guidance as a hierarchy of influence that begins with the highest levels of agency oversight and review (FHWA, IDOT, LCDOT), and funnels down to more specific guidance as needed for a variety of solutions and added detail (ITE, AASHTO, NACTO). This method allows stakeholders to see what is feasible while remaining consistent with federal, state, and local standards that govern minimum or maximum thresholds on design speed, width, traffic, and other factors.

*Task 5 Deliverable: Training, Electronic copy of training event materials and design guidance***TASK 6 – KEY RECOMMENDATIONS****6.1 Infrastructure****6.1.1 Conceptual Bikeway Network**

CONSULTANT will identify gaps in the region's bicycle facilities, and propose appropriate connections among the regional destinations through new and enhanced bicycle facilities. Using the Bicycle Level of Traffic Stress analysis, the CONSULTANT will determine both routes as well as bikeway type. Locations of potential major conflicts or crossings will be identified, where more vulnerable transportation network users may require the assistance of additional facilities to cross motorized traffic, such as Pedestrian Hybrid Beacons (a.k.a. HAWK signals) or Rectangular Rapid Flashing Beacons.

6.1.2 Analysis & Unit Costs

CONSULTANT will conduct a Bicycle Level of Traffic Stress analysis for the proposed bicycle infrastructure network.

CONSULTANT will prepare a map and list of recommended infrastructure and provide a unit cost table showing proposed recommendations on a per-mile or per-unit basis for CLIENT to review and comment.

6.2 Programmatic and Policy Recommendations

CONSULTANT will recommend programmatic or policy changes that are necessary for the City to attain a Bicycle Friendly City status.

Task 6 Deliverable: Draft Bicycle Network, Draft Programs and Policies for review and comment

TASK 7 – DRAFT PLAN

7.1 Project Prioritization

CONSULTANT will analyze all and existing projected revenues from the federal, state, and local agencies for identifying possible funding sources for the future implementation of the Plan.

7.2 Fiscal Plan

CONSULTANT will prepare an infrastructure cost estimate by applying unit costs from Task 6 to the recommended bicycle network to show costs on a per-project basis. CONSULTANT will document high-level scope assumptions to provide context for cost estimate development.

CONSULTANT will explore and identify potential funding sources for Plan implementation from the federal, state, local, and private/Not For Profit entities.

7.3 Implementation Plan

CONSULTANT will use the Project Prioritization list and fiscal plan to develop an implementation plan for prioritized projects. This would include estimating a timeline for planning, design, and construction.

7.4 Draft Plan

CONSULTANT will assemble analyses and recommendations from the plan sections into a single Draft Plan document. The Draft Plan will be submitted to CLIENT for initial review and comment before being presented to the public. The CLIENT's PM will conduct a coordinated review with project stakeholders, and will provide the CONSULTANT with a single set of consolidated non-conflicting comments for the consultant to address in the project documents.

Task 7 Deliverable: Draft Plan

TASK 8 – FINAL PLAN

8.1 Final Plan

CONSULTANT will incorporate comments provided by CLIENT into a Draft Final Plan. Once approved by

DUATS and City of Decatur approval boards and councils, “Draft” will be removed and the Plan will be considered Final. The final plan document, including appendices, will be provided in electronic and paper form (12 bound copies, 2 electronic copies, one electronic copy of large-format display graphics and one electronic copy of all spatial data).

Hard copies of the final plan, along with electronic copies, will be provided to the CLIENT’s PM.

Task 8 Deliverable: Draft Final Plan for Board approvals, Final Plan (electronic and hard copies)

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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 Planning & Development Manager)

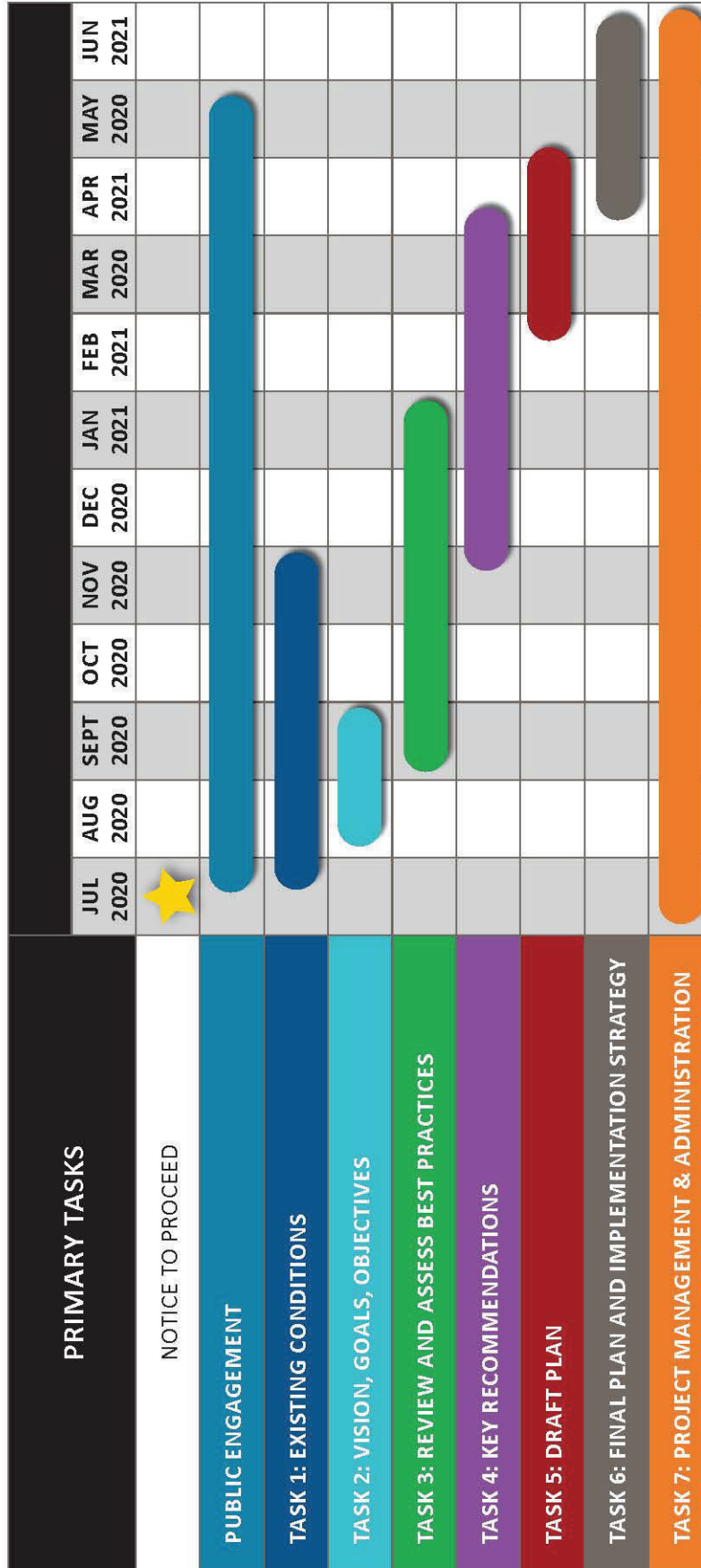
Dated this ____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____
(Signature) (Title)

Dated this ____ day of _____, 20____.





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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Community Development Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

EXHIBIT 1
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2020

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

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

PRODUCER WalkerHughes Insurance 6510 N Shadeland Ave Indianapolis IN 46220		CONTACT NAME: Jessica Crews PHONE (A/C, No, Ext): (317) 353-8000 FAX (A/C, No): (317) 351-7149 E-MAIL ADDRESS: j.crews@walkerhughes.com	
INSURED Lochmueller Group, Inc. 6200 Vogel Road Evansville IN 47715		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty And Surety Co Of America INSURER B: Berkley Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31194 32603	

COVERAGES

CERTIFICATE NUMBER: CL2013028821

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		106652847	01/07/2020	02/01/2021	EACH OCCURRENCE
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	☒ Cyber Liability						MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE
	☐ ANY AUTO						PRODUCTS - COMP/OP AGG
	☐ OWNED AUTOS ONLY						CyberLiability Aggregate
	☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)
	UMBRELLA LIAB						BODILY INJURY (Per accident)
	☐ EXCESS LIAB						PROPERTY DAMAGE (Per accident)
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A	Y			PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
B	Professional Liability (Claims-made form)			AEC-9034595-02	02/01/2020	02/01/2021	E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
							Per Claim Limit
							Aggregate Limit

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

30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder for Professional Liability. Waiver of subrogation is provided on the Professional Liability policy in favor of the insured's client only if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur, Illinois #1 Gary K. Anderson Plaza Decatur IL 62523-1196	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT E

DATE (MM/DD/YYYY)

6/29/2020

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 German American Insurance 4424 Vogel Rd Evansville IN 47715	CONTACT NAME: Kathy Beasley	
	PHONE (A/C, No, Ext): 812-437-7370	FAX (A/C, No): 888-840-5705
INSURED Lochmueller Group, Inc. 6200 Vogel Rd. Evansville IN 47715	E-MAIL ADDRESS: kathy.beasley@germanamerican.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 355175821**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	EPP 0370632	1/24/2020	1/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LEASED EQUIPMENT \$ 100,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y		EPP 0370632	1/24/2020	1/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			EPP 0370632	1/24/2020	1/24/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	EWC 0370630	1/24/2020	1/24/2021	☒ PER STATUTE ☐ 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)

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.

CERTIFICATE HOLDER**CANCELLATION**

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

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

Diana M. Wilderman

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 1

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
COUNTY OF Madison)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Lochmueller Group, Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 35-1455938.

B. CORPORATION

The State of Incorporation is Indiana

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>C T Corporation System (Chicago)</u>	_____
Name	Company Address, Principal Office
<u>208 South LaSalle Street Suite 814</u>	_____
Address	City, State, Zip
<u>Chicago, IL 60604</u>	_____
City, State, Zip	Telephone Facsimile
<u>312.263.1414</u>	_____
Telephone	Website

The corporate officers are as follows:

President: Douglas S. Shatto

Vice President: None

Secretary: Matthew E. Wannemuehler, PS

C. PARTNERSHIP OR LLC

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

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Brian R. Mueller

Signature

Brian R. Mueller

Printed Name

Regional Manager - Illinois Operations

Title

SUBSCRIBED and SWORN to before me this 30 day of June, 2020

Andrea M. Hug

Notary Public





PROJECT: Decatur Bike Plan

NUMBER: 420-1003-00T

DATE: June 15, 2020

Task #	Task Description	Senior Project Manager I	Planner III	Planner I	Project Engineer III	TOTAL HOURS	Loaded Labor Costs	Services By Others	In-House Direct Costs	TOTAL COSTS
1	Project Management & Administration	11				11	\$2,200			\$2,200
2	Meetings & Public Engagement	42	30	24	24	120	\$18,270	\$10,186	\$1,245	\$29,701
3	Existing Conditions	8	20	36	16	80	\$10,080	\$9,634		\$19,714
4	Vision, Goals, Objectives	4	12		4	20	\$2,940	\$616		\$3,556
5	Review & Assess Best Practices	4	8			12	\$1,800	\$9,896		\$11,696
6	Key Recommendations	20	15	24	12	71	\$10,075	\$25,084		\$35,159
7	Draft Plan	20	40	42	12	114	\$14,910	\$2,958		\$17,868
8	Final Draft	8	8	16		32	\$4,120	\$986		\$5,106
		117	133	142	68	460	\$64,395	\$59,360	\$1,245	\$125,000



411 North 10th Street, Suite 220, St. Louis, Missouri 63101
 5650 Mexico Road, Suite 2, St. Peters, Missouri 63376

2020 HOURLY RATE SCHEDULE

PROFESSIONAL ENGINEERING AND PLANNING SERVICES

Classification	Hourly Rate
Principal	\$275
Senior Project Manager III.....	\$250
Senior Project Manager II.....	\$225
Senior Project Manager I.....	\$200
Senior Project Engineer.....	\$195
Project Liaison.....	\$180
Project Engineer IV.....	\$195
Project Engineer III	\$160
Project Engineer II	\$140
Project Engineer I	\$125
Engineering Intern III.....	\$117
Engineering Intern II.....	\$110
Engineering Intern I.....	\$100
Senior Transit/NEPA Specialist.....	\$190
Planner III	\$125
Planner II	\$115
Planner I	\$95
Engineering Designer III	\$125
Engineering Designer II	\$115
Engineering Designer I	\$95
Certified Construction Inspector II	\$120
Certified Construction Inspector I	\$95
Senior Appraiser.....	\$195
Right of Way Services Specialist.....	\$155
Realty Specialist	\$115
Senior Graphic Designer.....	\$95
Administrative Assistant	\$65
Student Intern.....	\$65
Field Technician.....	\$60

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at a rate of .50 per mile. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Consulting Engineer's
Signature:

Title:

Legal Department

DATE: 7/2/2020

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement between Northeast Community Fund (NCF) and the City of Decatur, Illinois.

SUMMARY RECOMMENDATION: It is recommended that the city enter in to a purchase agreement with Northeast Community Fund to acquire the property they own at and near the northwest corner of Green and North Water Streets (the former location of Northeast Community Fund, prior to NCF's occupancy of their current home in a new building at North MLK Drive and King Street).

BACKGROUND:

At its last executive session, the City Council tentatively authorized staff to negotiate an agreement for the acquisition of this property. One element in the city's multi-faceted revitalization plan is the council's view that the success of the downtown streetscape project should be extended outward from the central business district--and one of the best places to start is immediately north of downtown, as this warehouse and commercial area includes numerous under-utilized and unattractive structures, multiple properties in the same vicinity that could eventually be re-purposed, or ones that could be combined with other lots to make a larger future redevelopment project. Such a strategy, in council's view, also enabled the city to tie Crossing Healthcare, Wabash Crossing housing (East Lake), and other developments in the near north together more effectively. It is also the council's desire to locate small business assistance staff, SBDC programs and other small business start-up and entrepreneurial assistance facilities in this same near north neighborhood, if possible. The development of the significantly enlarged Crossing Healthcare project, the planned reconstruction of North U.S. 51 between Eldorado and Pershing, and the city's desire for a replacement incubator in this area all argue for a more aggressive strategy in revitalizing this section of the city; especially if a future "incubator" ends up actually being decentralized oversight of multiple sites in and north of the central business district.

Staff has carefully inspected the three structures on the NCF property. They are free of any obvious environmental hazards, and the street-level portions of the building can be occupied safely with some modifications. However, the buildings should eventually be torn down once the city identifies an alternative use for the properties.

PRIOR COUNCIL ACTION: None

INPUT FROM OTHER SOURCES: The city has discussed its general overall neighborhood goals with NCF, Crossing Healthcare and East Lake. Based on inquiries received by both NCF and the city, portions of the buildings can be rented for short terms while the city puts together larger redevelopment projects for the area.

BUDGET/TIME IMPLICATIONS: Acquisition cost is \$40,000. No demolition of the site is anticipated in the current fiscal year. This acquisition is an eligible cost for the Wabash/Near Northside Tax Increment Financing Fund (to limit any fiscal strain on the General Fund), although it was not specifically anticipated in the current council-approved budget.

ATTACHMENTS:

Description	Type
Resolution Authorizing Real Estate Purchase Agreement between Northeast Community Fund and City of Decatur, Illinois	Resolution Letter

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENT
-NORTHEAST COMMUNITY FUND-
-CITY OF DECATUR, ILLINOIS-**

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

Section 1. That the Real Estate Purchase Agreement presented to the Council herewith,
between NORTHEAST COMMUNITY FUND AND THE CITY OF DECATUR, ILLINOIS, be,
and the same is hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED this _____ day of _____, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between the Northeast Community Fund, an Illinois not-for-profit corporation (“NCF”) and the City of Decatur, Illinois, an Illinois municipal corporation (“City”).

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City Code of the City of Decatur provides in Chapter 33 that the City may acquire property as the Council authorizes or approves.

D. Northeast Community Fund owns property located at 801-825 N. Water St. Decatur, Illinois (“Property”) that it desires to sell.

E. The City desires to purchase Property as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.

2. Subject to the terms and conditions of this Agreement, NCF shall transfer the following described premises (“Property”) to the City:

Lot 9 Block 6 Durfee and Kings Addition as per Plat recorded in Book R Page 409 of the Records in the Recorder’s Office of Macon County, Illinois.

Commonly known as 801 N. Water St. situated in Decatur, Macon County, Illinois.

And

The South 40 feet of Lot Eight (8) in Block Six (6) of Durfee and King’s Addition to the City of Decatur, as per Plat Recorded in Book R, Page 409 of the Records in the Recorder’s Office of Macon County, Illinois.

Commonly known as 817 N. Water St. & 821 N. Water St. situated in Decatur, Macon County, Illinois.

And

The South Half (1/2) of the North Half (1/2) of Lot Eight (8) in Block Six (6) of Durfee and King's Addition to the City of Decatur, as per Plat Recorded in Book R, Page 409 of the Records in the Recorder's Office of Macon County, Illinois.

Commonly known as 825 N. Water St. situated in Decatur, Macon County, Illinois.

3. City shall pay to NCF the sum of Forty Thousand Dollars (\$40,000) for purchase of the above described property, said monies to be paid to NCF at time of settlement. City and Buyer agree that settlement shall occur no later than one hundred twenty (120) days from the date of this Agreement at which time City shall be entitled to possession of the Property.

4. NCF shall promptly furnish to City a Commitment for an Owner's Title Insurance Policy insuring against defects in the merchantability of title up to the value of the purchase price set forth above for the Property. This Agreement is expressly contingent upon NCF providing good and merchantable title to the Property.

5. At settlement, NCF shall deliver to City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed. NCF and City agree to each pay one-half of the cost of transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.

6. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

CITY:
City Manager
City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62523

NCF:
Director
Northeast Community Fund
839 N. Martin Luther King Jr. Dr.
Decatur, IL 62521

7. City and NCF represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and NCF represent to

each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

8. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

9. This is an enforceable Agreement placing specific obligations on the City and NCF. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

10. Time shall be considered to be of the essence of this Agreement.

11. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. NCF represents that NCF has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

12. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

13. City acknowledges it has inspected the property and is acquainted with the Condition thereof. City accepts the same in as is condition.

14. By executing this Agreement, NCF expressly represents and agrees that NCF is not relying upon any representation, warranty or statement by City, its employees, agents, officers, or directors which differs from the disclosures made in this Agreement.

CITY OF DECATUR, ILLINOIS

Northeast Community Fund

By: _____
Mayor

By: _____

Date: _____

Date: _____

Legal Department

DATE: 7/2/2020

MEMO:

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

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Resolution Authorizing Agreement between the City of Decatur, Illinois and From the Farm L.L.C. D/B/A The Gin Mill-Rights of Way Improvements.

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution and agreement with the Gin Mill. The owners of the Gin Mill have requested that the city approve and participate in the cost of adding and extending a streetscape "bump-out" on city right-of-way adjacent to their restaurant so that their business can include outdoor dining. The Gin Mill has agreed to replicate the same design standards that are deployed elsewhere in the central business district; they will submit to city approval of plans, and inspections during all phases of construction. The agreement provides that the city will reimburse the Gin Mill when the project is completed and all costs have been verified. It is proposed that the city pay 2/3 of the project cost up to a maximum of \$32,000. Excess costs will be borne by the Gin Mill.

This project is recommended because it extends the improvements of the previous downtown street scape project, and because by adding more outdoor dining space it enhances the ambiance and draw of the central business district.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: It will permanently reduce the total number of on-street parking spaces in this block by 3. Some may object to this outcome.

BUDGET/TIME IMPLICATIONS: It is proposed that the city reimburse up to 2/3 of the cost, to a maximum of \$32,000. The Gin Mill will pay the other one-third (\$16,000), plus 100% of any project costs over \$48,000. City participation will be provided by the Local MFT fund, to avoid placing any additional strain on the General Fund. This improvement is a Local MFT fund eligible expense (although it was not anticipated in the current budget).

ATTACHMENTS:

Description	Type
-------------	------

Resolution Authorizing Agreement
between the City of Decatur, Illinois and
From the Farm L.L.C. D/B/A The Gin Resolution Letter
Mill-Rights of Way Improvements

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING AGREEMENT
-CITY OF DECATUR, ILLINOIS-
FROM THE FARM L.L.C. D/B/A THE GIN MILL
RIGHTS OF WAY IMPROVEMENTS**

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

Section 1. That the Agreement presented to the Council herewith, between THE CITY OF DECATUR, ILLINOIS, AND FROM THE FARM L.L.C., organized in the State of Illinois D/B/A THE GIN MILL, be, and the same is hereby, received, placed on file, and approved.

Section 2. That other than the requirements set forth specifically in the Agreement, no other procurement requirements, rules or regulations or bidding requirements, rules or regulations of the City, including those set forth in Chapter 28 Section 10 shall be a requirement of this Resolution and are hereby specifically waived for purposes of this Resolution.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest Agreement on behalf of the City.

PRESENTED AND ADOPTED this _____ day of _____, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and From The Farm L.L.C., organized in the State of Illinois d/b/a The Gin Mill ("Gin Mill").

RECITALS

A. That City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 170, Art. VII, Sec. 6(a)).

C. The Gin Mill owns and operates a restaurant located at 124 E. Prairie St., Decatur, Illinois ("Premises").

D. The Gin Mill desires to expand its business to include seating for its diners outside its premises but does not have sufficient outdoor space to accommodate outdoor seating.

E. The City owns public rights of way adjacent to the Premises occupied by the Gin Mill that can be utilized for outdoor seating for use by the Gin Mill under the terms and conditions of Chapter 41 if the sidewalk area is expanded in size.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable considerations, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
2. The Gin Mill shall be permitted to construct new sidewalks, construct new sidewalks with decorative inlays, construct new curb and gutter, make associated street repairs and signage, and storm sewer and inlet installation ("Project") on City rights of way in areas adjacent to Premises under the terms and conditions set forth in this Agreement.
3. The Gin Mill shall be responsible for obtaining the drawings, designs, plans and specifications for the Project and shall be responsible for the construction of the Project.
4. The Project design shall be made in substantial conformance with the design set forth in Exhibit A attached hereto and incorporated by reference.
5. The design of the Project shall be prepared by the Gin Mill and shall be in compliance and conformance with Decatur Streetscape standards dated January 2014. All designs, plans and

specifications must be approved by the Public Works Director prior to the start of any construction of the Project.

6. The construction of the Project shall be done and performed in compliance and conformance with City of Decatur engineering standards, rules, and regulations. All construction plans, drawings, designs, and schedule must be approved by the Public Works Director prior to the start of any construction of the Project.

7. Construction and work on the Project shall not commence prior to the date specified in a written Notice to Proceed which must be obtained from the Public Works Director.

8. The Gin Mill shall ensure and guarantee that all construction and work on and for the Project shall be performed and completed in a Good and Workmanlike Manner and all in strict accordance with the specifications and drawings required by the City and pursuant to the terms of this Agreement.

9. The Gin Mill shall be responsible for all payments for the Project. When the Project is complete in compliance with terms set forth in this Agreement and written final approval is given by the Public Works Director, the Gin Mill shall provide City with an itemized bill and accounting for the Project of all monies paid by Gin Mill and City shall reimburse Gin Mill for two-thirds of the total eligible costs up to a maximum of Thirty-Two Thousand Dollars (\$32,000). Gin Mill shall be responsible for any additional costs and expenses of the Project.

10. Upon completion of the Project and acceptance and approval by the City, City shall assume maintenance of the improvements to the public rights of way.

11. City shall retain ownership of the public rights of way and nothing in the terms of this Agreement shall alter the ownership of the public rights of way in any manner.

12. The Gin Mill shall require and ensure that the Project is performed and completed in accordance with the provisions and requirements of the Illinois Prevailing Wage Act and shall require any and all contractors or sub-contractors performing any work on this Project input all weekly prevailing wage documentation (weekly certified payroll) through ePrismSoft, an electronic web based compliance tracking software utilized by the City and as further required by the City.

13. Other than the requirements set forth specifically in this Agreement, no other procurement rule or regulation, bidding requirement or procedures, or City Code provisions including those set forth in Chapter 28 of the City Code shall be a requirement of this Agreement.

14. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

CITY:
City Manager
City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62523

GIN MILL:
Kevin Dawson
4200 South Lake Court
Decatur, IL 62521

15. City and Gin Mill represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Gin Mill represent to each other that any such professional fees and expenses incurred in connection with such shall be the sole obligation of that party.

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This is an enforceable Agreement placing specific obligations on the City and Gin Mill. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

18. Time shall be considered to be of the essence of this Agreement.

19. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Gin Mill represents that it has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

20. The agreements, terms, and conditions contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors and assigns of the parties hereto.

21. By executing this Agreement, Gin Mill expressly represents and agrees that Gin Mill is not relying upon any representation, warranty or statement by City, its employees, agents, officers or directors which differs from the disclosures made in this Agreement.

22. Prior to work being performed under this Agreement for the Project, Gin Mill shall require and obtain from any and all contractors and sub-contractors insurance coverages for workers compensation and employer's liability and commercial general liability in an amount as determined by the City and from companies acceptable to the City and authorized to transact business in the State of Illinois. The insurance companies will be rated with a rating not lower than A- and have a financial rating of VI. The required insurance shall be kept in force during the performance of any and all work under this Agreement. Upon request, Gin Mill shall furnish copies of said insurance policies and all accompanying endorsements to the City. The certificates of insurance shall include the City of Decatur, Illinois, its officers, directors, and employees as additional insureds. In no event shall any failure by the City to receive certificates

or to demand receipt be construed as a waiver of the obligation to require, obtain, and keep in force the required insurance.

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

24. For those permits issued by the City of Decatur for the Project, permit fees will be waived.

25. Gin Mill shall contract and use only those contractors that are licensed and bonded to work in City rights of way.

26. Gin Mill shall ensure that access is provided to the employees or agents or the Public Works Department to inspect materials and construction workmanship as needed and determined by the City.

27. Reimbursement by the City is expressly conditioned upon the performance of each and every one of the recitals set forth in this Agreement.

ATTEST: CITY OF DECATUR, ILLINOIS

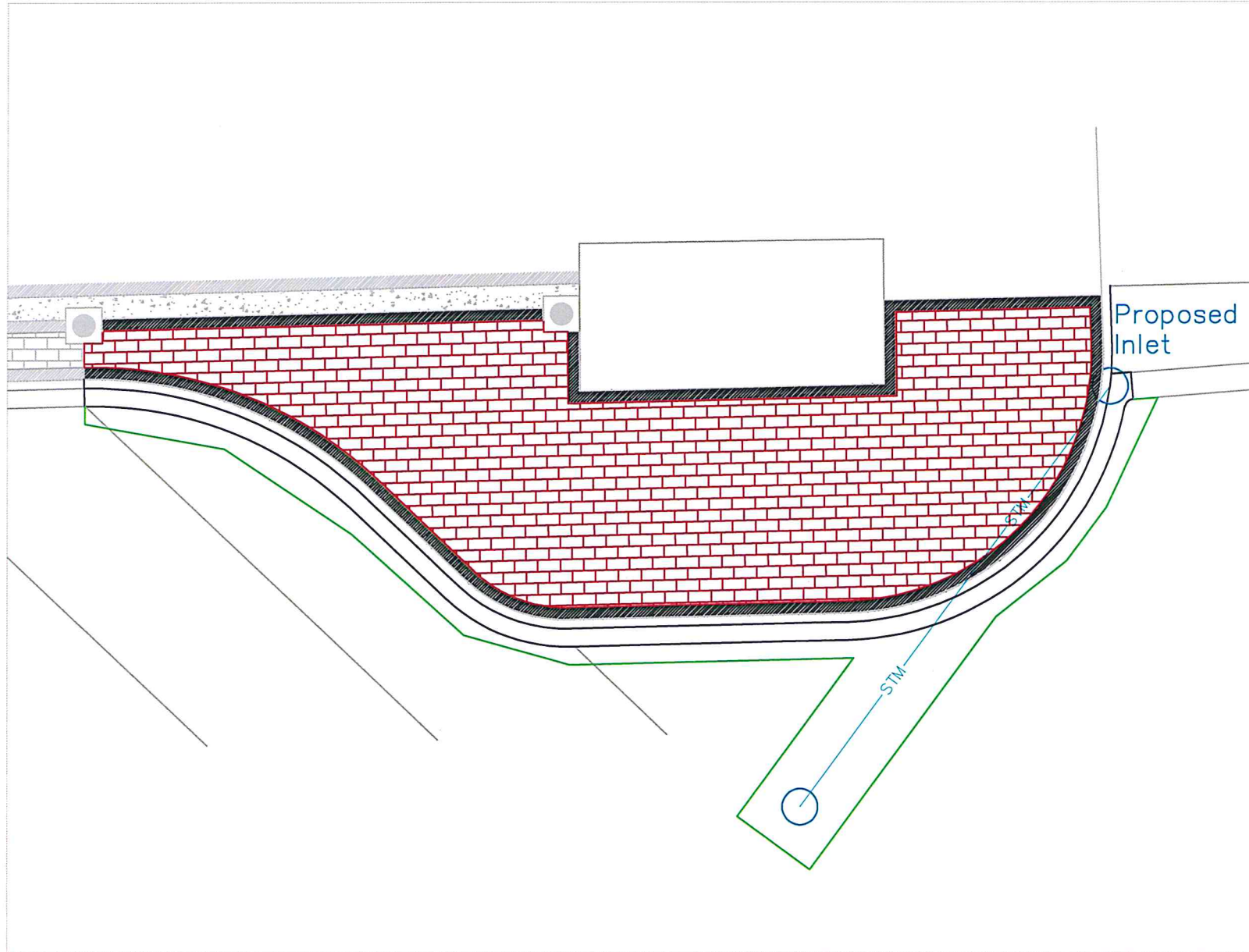
CITY CLERK By: _____
MAYOR

GIN MILL

By _____
ITS AUTHORIZED AGENT



EXHIBIT A



Jun 16, 2020 - 4:58pm

K:\Common\CVC PW\Sidewalk Cafes\124 E Prairie St\Proposed Bump Out.dwg

Proposed Bump Out At Gin Mill
124 E Prairie Street



CITY OF DECATUR
ENGINEERING DIVISION

PROPOSED

SCALE: 1/8" = 1'

1 SHEETS
SHEET

1

Public Works

DATE: 6/11/2020

MEMO: 2020-98

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Insituform Technologies USA, LLC for 2020 Trenchless Long Lining Repairs, City Project 2020-28

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$442,217.85 for the 2020 Trenchless Long Lining Repairs Project, City Project 2020-28, with Insituform Technologies USA, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents, excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Sanitary Sewer Priorities

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

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

The 2020 Trenchless Long Lining Repairs project primarily addresses priority number 4 by repairing deteriorated sanitary sewer pipes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

COVID-19 Affected Projects

On May 11, 2020, the City Council reviewed the capital projects planned for the remainder of the 2020 fiscal year to identify projects that could be delayed until more is known regarding the impact the COVID-19 virus will have on the revenues of the City. The 2020 Trenchless Long Lining Project was identified as a Critical Path project that would address sewer problems before they become larger issues and for this reason should not be deferred.

2020 Trenchless Long Lining Project

The purpose of this project is to repair structural deficiencies that have been identified within the sanitary sewer system with a minimum disruption to service and disturbance to the surface. Structural deficiencies include broken and missing pieces of pipe, offset pipe joints and voids. The project locations were identified from the annual televised inspections conducted in the City's sanitary sewer system.

The trenchless long lining process involves the insertion of a resin saturated felt tube from manhole to manhole that hardens to provide a smooth repair. The felt tube is inflated using water or air through the sewer. Water or air pressure is increased in the tube which presses it tightly against the walls of the sewer pipe. The water or air is then heated to activate the resin system within the tube, causing the pipe lining to cure and harden to form a new structural pipe within the old damaged sewer pipe. When curing is complete, private lateral lines are re-opened using a remote-controlled cutting tool. Long lining is the most cost-effective approach to repair pipes that have many structural deficiencies or significant damage.

The 2020 Trenchless Long Lining Repairs Project will line approximately 8,190 lineal feet of sanitary sewers ranging from 8-in to 24-in and 620 lineal feet of storm sewers ranging from 18-in to 36-in diameter. The work also includes lateral reinstatement, video inspection, sewer cleaning, liner testing, and traffic control.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project was advertised May 20, 2020 and bids were opened on Wednesday, May 27, 2020. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
Insituform Technologies USA, LLC	\$442,217.85	(34.14%)
Hoerr Construction, Inc.	\$459,371.40	(31.58%)
SAK Construction, LLC	\$517,703.25	(22.90%)
Engineer's Estimate	\$671,434.00	-----

Insituform Technologies USA, LLC provided the lowest, qualified bid at 34.14% below the

Engineers Estimate. Insituform is located in the St. Louis area and has successfully completed sewer lining work for the City in the past. They have completed many annual trenchless long lining projects and served as the general contractor for the Lake Shore Drive Sewer Critical Sewer Rehabilitation Division B and C and Union Street Sewer Critical Sewer Rehabilitation Project. Insituform will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Insituform Technologies USA, LLC to perform the 2020 Trenchless Long Lining Repairs project.

Minority Participation

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, “Minority Participation Goals for Public Works Contracts.” Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

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

Subcontracting is not required for a City project. Insituform will self-perform an estimated 91.9% of the contract and subcontract with the local sewer televising and cleaning firm, Tele-Scan Inc., for 8.1% of the work. Insituform provided documentation that a good faith effort was made to comply with the City’s goals.

PRIOR COUNCIL ACTION:

The City Council approved the FY 2020 Budget which allocated funds for this project. This is a yearly major maintenance project for the City.

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

INPUT FROM OTHER SOURCES:

None

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department on March 2, 2020.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Sanitary Sewer Fund at

\$346,389.85 and Stormwater Fund at \$95,828.

The recommended low bid amount is \$442,217.85. The Sanitary Sewer Fund is supported by Sanitary Sewer User Fees and the Stormwater Fund is supported by the Stormwater Utility Fees.

Staff Impact: Staff time has been allocated to provide oversight for this project.

SCHEDULE: The project will begin when a Notice to Proceed has been issued following Council approval and is to be completed December 1, 2020.

ATTACHMENTS:

Description	Type
Resolution Accepting Bid with Exhibit A	Resolution Letter
Council Bid Tab 2020-28	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR
2020 TRENCHLESS LONG LINING REPAIRS
CITY PROJECT 2020-28**

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

Section 1. That the tabulation of bids received for City Project 2020-28, 2020 Trenchless Long Lining Repairs Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Insituform Technologies USA, LLC in the amount of \$442,217.85 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Insituform Technologies USA, LLC, attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$442,217.85.

PRESENTED and ADOPTED this 6th day of July 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit A

PROJECT MANUAL

2020 TRENCHLESS LONG LINING REPAIRS PROJECT

CITY PROJECT 2020-28

May 2020

a project of the



**CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT**

**1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR
2020 TRENCHLESS LONG LINING REPAIRS

Julie Moore Wolfe, Mayor

Pat McDaniel

David Horn

Chuck Kuhle

Rodney Walker

Lisa Gregory

Bill Faber

Scot Wrighton City Manager
Wendy Morthland Corporation Counsel
Kim Althoff..... City Clerk
Gregg Zientara City Treasurer
Matthew Newell..... Public Works Director

CITY OF DECATUR
2020 TRENCHLESS LONG LINING REPAIRS
CITY PROJECT 2020-28

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 A.M., Wednesday, June 10, 2020**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2020 TRENCHLESS LONG LINING REPAIRS

CITY PROJECT 2020-28

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

The proposed improvement consists of performing approximately 8,809 feet of cured in place pipe long linings to repair damaged and failed sections of 8", 10", 12", 15", 18", 24", and 36" sanitary and storm sewers at various locations throughout the City. The work also includes sewer cleaning, video inspection, lateral reinstatement, mobilization and traffic control.

INSTRUCTIONS TO BIDDERS:

1. A **MANDATORY PRE-BID** will be held by **CONFERENCE CALL ONLY** on **May 27, 2020, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project.** To join the Conference call, please call **1-888-450-5996**. When prompted please enter the passcode **133891**.
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com
Plans & Portals
Public Projects
DFS Public Plan Room

City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

ADVERTISEMENT FOR BIDS

5. The City of Decatur hereinafter referred to as “City” or “Owner”, will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City’s web site at www.decaturlil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print’s web site at www.decaturlblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur’s City Council.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER’S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:
 - (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,
 - (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

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

REJECTION OF BIDS:

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

May 20, 2020
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2020 Trenchless Long Lining Repairs**

City Project No.: **2020-28**

Owner: City of Decatur, Illinois

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

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

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

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

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

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, located on the third floor of the Civic Center, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**
5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Subcontractor Utilization Statement**, the **Minority Business Enterprise Participation Waiver Request** or **MBE Subcontractor Information Form** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Subcontractor Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise Participation Waiver Request**.
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.
- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

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

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

SECTION 10-1. POLICY:

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- 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;

**INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

BID PROPOSAL
RETURN WITH BID

For Construction of: **2020 Trenchless Long Lining Repairs**

City Project No.: **2020-28**

Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL
RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
Addendum # 1	6/4/20	JH
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

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

	SUBCONTRACTOR	TYPE OF WORK
1.	ISI-Tele Scan, Inc.	Clean/TV, prototyping lateral
2.	_____	_____
3.	_____	_____
4.	_____	_____

DATE 10 June, 2020(If an Individual)
Signature of Bidder

(SEAL)

N/A - Insituform Technologies USA, LLC is a Limited Liability Company

Tax ID #:

Business Address &
Email Address(If a Co-Partnership)
Firm NameN/A - Insituform Technologies USA, LLC is a Limited Liability Company
(SEAL)

By:

Business Address &
Email AddressNames of All
Members of Firm(If a Corporation)
Corporate NameN/A - Insituform Technologies USA, LLC is a Limited Liability Company
INSITUFORM TECHNOLOGIES USA, LLC. (SEAL)

By:


Ursula J. Youngblood Vice-President Contracting & Attesting OfficerBusiness Address &
Email Address

17988 Edison Avenue

Chesterfield, MO 63005

Names of Officers

SEE ATTACHED - Board of Managers & Officers Listing

President

Secretary

Treasurer

Attest:



Gina Gurrieri Secretary Contracting & Attesting Officer

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2020 TRENCHLESS LONG LINING REPAIRS
CITY PROJECT 2020-28**

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	SANITARY SEWER LINER, 8 INCH	FOOT	3,389	<u>21.50</u>	<u>72,863.50</u>
2	SANITARY SEWER LINER, 10 INCH	FOOT	598	<u>24-</u>	<u>14,352-</u>
3	SANITARY SEWER LINER, 12 INCH	FOOT	2,068	<u>23-</u>	<u>47,564-</u>
4	SANITARY SEWER LINER, 15 INCH	FOOT	592	<u>36-</u>	<u>21,312-</u>
5	SANITARY SEWER LINER, 18 INCH	FOOT	1,174	<u>43-</u>	<u>50,482-</u>
6	SANITARY SEWER LINER, 24 INCH	FOOT	369	<u>115-</u>	<u>42,435-</u>
7	STORM SEWER LINER, 18 INCH	FOOT	106	<u>140-</u>	<u>14,840-</u>
8	STORM SEWER LINER, 36 INCH	FOOT	513	<u>140-</u>	<u>71,820-</u>
9	STOP INFILTRATION	EACH	3	<u>500-</u>	<u>1,500-</u>
10	PROTRUDING LATERAL CUT-OUT	EACH	10	<u>260-</u>	<u>2,600-</u>
11	LATERAL REINSTATEMENT	EACH	135	<u>0.01</u>	<u>1.35</u>
12	FINAL PROJECT REPORT	L SUM	1	<u>800-</u>	<u>800-</u>
13	CURED-IN-PLACE LINER TESTING	EACH	29	<u>1-</u>	<u>29-</u>
14	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	<u>\$40,000.00</u>	<u>\$40,000.00</u>
15	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	8,296	<u>6.50</u>	<u>53,924-</u>
16	INITIAL SEWER CLEANING & VIDEO INSPECTION > 24"	FOOT	513	<u>15-</u>	<u>7,695-</u>

TOTAL BID

442,217.85



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

RETURN WITH BID

Subcontractor Utilization Statement

Date:	10 June 2020	Project Title:	2020 Trenchless Long Lining Repairs
Total Contract Value:	\$35,640 (subcontracted)	Project Number:	City Project 2020-28

\$442,217.85 (total)
Section I: Prime Contractor Information

Prime Contractor: INSITUFORM TECHNOLOGIES USA, LLC.

Address: 17988 Edison Avenue
Chesterfield, MO 63005

Phone: 636/530-8000

Contact Person: Ursula J. Youngblood

Email: UYoungblood@Aegion.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
TSI-Tele Scan, Inc.	Non-	35,640	8.1%	clean/TV, protruding lateral
Totals				

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
DAVID MASON & ASSOC	clean/TV, protruding lateral	Higher quote than TSI

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

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

Section IV: MBE subcontractors that were contacted for this project

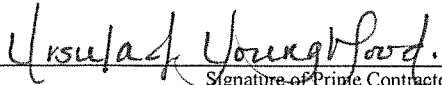
Subcontractor Name	Method of Contact	Contact Outcome
DAVID MASON & ASSOC	EMAIL & PHONE	QUOTED, but higher than TSI
Blue Nite	Email & Phone	No quote, they passed as they were too busy
If more firms were contacted, please copy this form and attach the additional information.		

Section V:

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

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

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



 Ursula J. Youngblood, Contracting & Attesting Officer

10 June 2020

 Date



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

**RETURN WITH BID WHEN
REQUIRED**

Minority Business Enterprise Participation Waiver Request

Date:	10 June 2020	Project Title:	2020 Trenchless Long Lining Repairs
		Project Number:	City Project 2020-28

Prime Contractor: INSITUFORM TECHNOLOGIES USA, LLC.

Address: 17988 Edison Avenue
Chesterfield, MO 63005

Phone: 636/530-8000

Contact Person: Ursula J. Youngblood

Email: UYoungblood@Aegion.com

We hereby request that the City waive the Minority Business Enterprise (MBE) participation goals on the above-named project for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading.

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

☐	An insufficient number of MBEs responded to our invitation to bid. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting opportunities exist. (Attach explanation)
☒	The award of subcontract(s) is impracticable. (Attach explanation)
☒	Other – (State reason and attach explanation)

Ursula J. Youngblood 10 June 2020
Signature of Prime Contractor Date
Ursula J. Youngblood, Contracting & Attesting Officer

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☒	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

[Signature] 6-17-20
Public Works Director Date



580 Goddard Avenue
Chesterfield, MO 63005
www.insituform.com

Name: Greg Patton
Title: Business Development
Manager
Phone: (314) 409-5069

Fax: 636-898-5094
Email: gpatton@insituform.com

June 9, 2020

Matt Newell
Director of Public Works
1 Gary K. Anderson Plaza
Decatur, IL 62523
mnewell@decaturil.gov

REFERENCE: City of Decatur, IL 2020 Trenchless Long Lining Repairs
City Project 2020-28

Dear Mr. Newell,

In reference to the above project, Insituform Technologies USA, LLC., needs to submit a request for a waiver on the 10% MBE requirement listed in the specifications based upon the following reasons:

- 1) The only subcontracting opportunities on this project are bid items 10, 15, and 16 (protruding lateral cut-out, and initial sewer cleaning & video inspection).
- 2) As you are well aware, these three bid items are a highly specialized concentration, and there are only a handful of companies that perform this type of work. They only MBE companies that service our area are:

David Mason & Associates
800 South Vandeventer
St. Louis, MO 63110
MBE – African American

Blue Nile Contractors
95 South Drake
Claycomo, MO 64119
MBE – African American

We contacted both companies, but only David Mason & Associates was interested in bidding the project. While David Mason & Associates did bid the project, they were not competitive in comparison to a non-MBE subcontractor that bid the project (with David Mason being more than 36% higher than TSI – Tele Scan, Inc.), and their bid would have only made up 8.1% of the project costs and could have potentially put our quote out of the running, due to the excessive costs.

- 3) In summary, despite every attempt to find qualified MBE contractors to bid the project, because of the unique scope of work, and lack of capacity, we received only one MBE bid. The awarding of the subcontract to DMA (as a MBE) is

impracticable because it would not help us or the City of Decatur hit the 10% MBE goal, and it would increase our bid price, and therefore cost the City of Decatur more (were we able to still be the successful low bidder).

For these reasons, we are not able to meet the MBE requirement, and respectfully request a waiver from the required participation in said program.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Patton", with a large, stylized loop at the end.

Greg Patton
Business Development Manager



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

Final Subcontractor Participation Documentation

Date:	10 June 2020	Project Title:	2020 Trenchless Long Lining Repairs	
Total Contract Value:		Project Number:	Project No 2020-28	

Section I: Prime Contractor Information

Prime Contractor:	INSITUFORM TECHNOLOGIES USA, LLC.
Address:	17988 Edison Avenue
	Chesterfield, MO 63005
Phone:	636/530-8000
Contact Person:	Ursula J. Youngblood
Email:	UYoungblood@Aegion.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

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

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

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

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

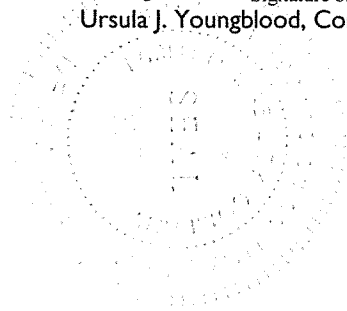
Ursula J. Youngblood

Signature of Prime Contractor

Ursula J. Youngblood, Contracting & Attesting Officer

10 June 2020

Date



NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

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

Signed:

Ursula J. Youngblood

Ursula J. Youngblood, Contracting & Attesting Officer

Title

Subscribed and sworn to before me this 10th day of June, 2020.

(SEAL)



Karen L. Sack
Notary Public

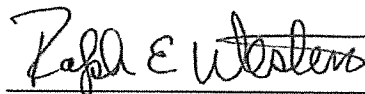
*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

INSITUFORM TECHNOLOGIES USA, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies USA, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Gina Gurrieri, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 6, 2020



Ralph E. Western
President



Insituform
Technologies USA, LLC

Insituform Technologies USA, LLC is a subsidiary of Aegion Corporation

INSITUFORM TECHNOLOGIES USA, LLC
BOARD OF MANAGERS AND OFFICERS
(Current as of February 1, 2020)

<u>BOARD OF MANAGERS</u>	
Charles R. Gordon	Member, Board of Managers
David F. Morris	Member, Board of Managers

<u>OFFICERS</u>	
<u>Name</u>	<u>Office</u>
Ralph E. Western	– President
David F. Morris	– Executive Vice President
Mark A. Menghini	– Senior Vice President and Secretary
Kenneth L. Young	– Senior Vice President, Treasury and Tax
John L. Heggemann	Senior Vice President
Stephen Callahan	– Senior Vice President
Kent W. Bartholomew	– Vice President, Deputy General Counsel and Assistant Secretary
Dennis Pivin	– Vice President – Safety
Larry Mangels	– Vice President, Operational Controller

<u>CONTRACTING AND ATTESTING OFFICERS</u>	
Christlanda Adkins	
Gina Gurrieri	
Janet Hass	
Jana Lause	
Diane Partridge	
Whittney Schulte	
Ursula Youngblood	

Business Address for Officers and Board of Managers:
17988 Edison Avenue
Chesterfield, MO 63005



Company ID Number: 19959

Client Company ID Number: 1120907

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Insituform Technologies, USA LLC	
Name (Please Type or Print) <i>Lonis Finitruck</i>	Title <i>Executive Assistant</i>
Signature <i>Alexis Finitruck</i>	Date <i>8/22/16</i>
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) Aaron Wade	Title
Signature Electronically Signed	Date 08/22/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/23/2016



CERTIFICATE OF REGISTRATION

This is to certify that

Insituform Technologies, LLC

Headquarters

17999 Edison Avenue, Chesterfield, Missouri, 63005, USA

Refer to Attachment to Certificate of Registration dated March 17, 2020 for additional certified sites
operates a

Quality Management System

which complies with the requirements of

ISO 9001:2015

for the following scope of certification

Design, development, manufacturing and installation of products for the rehabilitation of pipelines using trenchless technology. Certification of installation services is non-transferrable and applies only when performed directly by Insituform Technologies, LLC.

Certificate No.: CERT-0133635
File No.: 1650845
Issue Date: March 17, 2020

Original Certification Date: February 11, 2014
Certification Effective Date: March 16, 2020
Certification Expiry Date: March 13, 2023

Heather Mahon
Global Head of Technical Services
SAI Global Assurance



Registered by:
QMI-SAI Canada Limited (SAI Global), 20 Carlson Court, Suite 200, Toronto, Ontario M9W 7K6 Canada. This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property of SAI Global and must be returned to them upon request.
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register:
https://www.sai-global.com/en-us/assurance/auditing_and_certification/certification_register/





Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005
Tel: 636.530.8000
Fax: 636.530.8744
www.insituform.com

January 24, 2019

RE: Installer Certification

To Whom It May Concern:

Please be advised that Insituform Technologies, LLC is vertically integrated pipeline Rehabilitation Company. As such, Insituform is not only the manufacturer of the cured-in-place pipeline rehabilitation system of the same name, but also offers the benefits of the full research and development department, engineers on staff for design of products to suit each individual situation, and regional contracting offices that perform all field services including installation.

This letter shall serve to certify that Insituform Technologies USA, LLC is authorized to install Insituform products supplied by Insituform Technologies, LLC.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC

Eugene Zaltsman

Eugene Zaltsman
Sr. Applications Engineer



Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005
Tel: 636.530.8000
Fax: 636.530.8744
www.insituform.com

CERTIFICATE OF COMPLIANCE

January 24, 2019

To Whom It May Concern:

This letter certifies that INSITUFORM tubes are manufactured in Batesville, Mississippi, USA, by Insituform Technologies, LLC and meet all relevant specifications for a cured-in-place pipe product: ASTM D 5813, ASTM F 1216, and ASTM F 1743. Insituform tubes have been manufactured in the USA since 1981.

The finished tube is manufactured using multiple layers of polyester felt, with one layer coated with Polypropylene plastic. The layers are cut/slitted to the desired width, and sewn concentrically to form the final tube. The coated layer is also sealed at the seam, using an extrusion or taping process. The extrusion process is used on the standard (inverted) tubes. The standard (inverted) tubes are manufactured with the coated layer on the outside.

Felt production is achieved by a non-woven needle punch process using Polyester fiber. The finished product is tested for thickness under a specified load and for tensile strength in accordance with ASTM D 5813. The fabric tube has a minimum tensile strength of 750 psi (5 MPa) in both the longitudinal and the transverse direction. The seam strength of the tube is also tested on a regular basis and also meets or exceeds the minimum tensile strength of 750 psi (5 MPa) in both longitudinal and transverse direction. For Quality Assurance purposes, the material is also tested for weight and thickness.

All standard (inverted) tubes are run through a dye bath prior to shipment to ensure there are no leaks. Following the inspection process all tubes (except InsituMain, which are used in water lines) are printed with yard marks.

All tubes with tapers, transitions, or any change in tube diameter or thickness are produced under the same specifications, with the same materials, and meet the same material testing requirements as the standard tube.

The quality system used by Insituform Technologies, LLC is ISO 9001:2015 certified.

The end use of the Insituform tube is to rehabilitate sewer and drainage pipes to increase the life of the pipe and prevent a dig and replacement of a pipe.

Please contact us directly with any questions you may have.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC

Eugene Zaltsman
Sr. Applications Engineer

LIST OF MAJOR EQUIPMENT AVAILABLE

(MO)

Description	Date Acquired	Original Cost
FORKLIFT JD MDL 482C	6/12/1996	31,188.88
TRAILER UTILITY FLATBED 99	10/1/2001	0.00
TRAILER UTILITY FLATBED 99	10/1/2001	0.00
CAMERA/TRACTOR CAMERA/ARIES	10/11/2002	0.00
DBA SALA TRI-PODS	6/6/2003	62,393.27
CUTTER LUMBER JACK 700 SERIE	8/29/2003	18,712.79
AIR COMPRESSOR 825 CFM IR 01	9/24/2003	66,296.88
TOOL TRAILER AND 18' 01	5/18/2004	0.00
TOOL TRAILER TVL 18' 04	5/25/2004	10,345.14
TOOL TRAILER TVL 18' 04	5/25/2004	10,107.37
TV TRUCK/DIGITAL VIDEO EQUIP	6/23/2004	7,530.78
GENERATOR ONAN 7.5HOKAL 1B	2/14/2001	0.00
GENERATOR - MQ POWER 45	2/14/2001	0.00
INVERTER AIR DOT DBL BLADDER	12/17/2004	22,719.12
INVERTER AIR CHIP I 05	1/19/2005	8,301.53
CUTTER BOX	3/29/2005	3,685.00
BOILER COMBO - BTK5664	10/31/2005	26,800.00
TRACTOR ARIES 06	8/2/2006	6,575.30
FORKLIFT 6000# MITS FG30 06	10/30/2006	5,430.00
VI ROBOT 200 07	3/21/2007	32,000.00
IB ROBOT 200 07	7/18/2007	32,000.00
VI ROBOT 200 07	10/23/2007	29,762.04
TRAILER INVERTER RFM 08	11/27/2007	4,400.00
TRAILER INVERTER RFM 08	11/27/2007	4,400.00
DK ROBOT 200 08	7/28/2008	32,000.00
DK ROBOT 200 08	7/28/2008	32,000.00
TRAILER INVERTER RFM 08	8/10/2008	5,133.08
TRAILER INVERTER RFM 08	8/10/2008	5,133.08
AIR COMPRESSOR 375 CFM IR 09	1/12/2009	31,130.80
VI ROBOT 200 09	1/1/2009	33,362.30
DK ROBOT 200 09	1/1/2009	33,307.80
VI ROBOT 200 09	1/1/2009	28,844.54
VI ROBOT 200 09	1/1/2009	33,307.81
VI ROBOT 200 09	1/1/2009	32,894.00
VI ROBOT 200 09	5/27/2009	40,830.50
VI ROBOT 200 09	7/23/2009	34,002.01
DK ROBOT 200 09	7/23/2009	34,029.68
INVERTER DGAI 48" 10	1/4/2010	9,994.31
INVERTER DGAI 48" 10	5/1/2010	12,596.29
CRAWLER LARGE PIPE ARIESTR60	2/8/2010	7,646.03
CONTAINER REFRIGERATED 20' 9	3/8/2010	5,178.43
VI UPGRADE KIT-VI3008	4/28/2010	5,963.12

VI UPGRADE KIT-VI3010	4/28/2010	5,963.13
TRAILER INVERTER RFM 10	5/1/2010	4,084.50
H FRAME 60" OTH	1/1/2011	10,524.42
H FRAME 60" OTH	1/1/2011	10,524.42
BOILER S 100-BTK7386	10/1/2010	21,024.34
GENERATOR-BTK7386	10/1/2010	12,600.28
ILS EQUIPMENT PACKAGE	11/19/2010	9,600.00
VI ROBOT 200 11	2/1/2011	42,557.23
VI ROBOT 200 11	2/1/2011	41,682.51
GENERATOR-BTK7473	3/1/2011	11,797.70
INVERTER MRFM 11	11/29/2011	9,715.15
BOILER UPFIT-BTK5434	9/28/2011	83,099.16
FORKLIFT CLARK GPS-25 87	12/15/1987	13,793.00
WELDER MILLERMATIC 200	1/16/1995	1,000.00
VI ROBOT REPAIR-VI3008	10/12/2011	15,051.52
VI ROBOT 200 11	10/27/2011	43,426.37
TRAILER GOOSENECK ELITE 28'	7/12/2012	8,016.10
FIBER OPTIC CURE MONITOR	9/4/2012	41,662.98
BOILER UPFIT-BTK5664	8/19/2013	93,505.02
INVERTER MRFM 14	1/9/2014	11,921.84
INVERTER RFM 13	1/9/2014	17,480.80
CAMERA ARIES	2/28/2014	20,000.00
TRACTOR CRAWLER	2/28/2014	10,000.00
GENERATOR-TVK8768	2/28/2014	10,189.65
ARIES PCU	2/28/2014	7,000.00
BOILER REPLACEMENT-BTK7473	4/14/2014	36,069.78
VI ROBOT 200 13	5/14/2014	52,526.12
GENERATOR TVK8817	5/8/2014	11,000.00
ARIES PCU TVK8817	5/8/2014	6,000.00
ARIES CAMERA TVK8817	5/8/2014	15,000.00
ARIES CRAWLER TVK8817	5/8/2014	7,000.00
VI POWER UNIT TVK8817	5/8/2014	21,000.00
40' COLD STORAGE UNIT	6/5/2014	14,601.38
BOILER TRUCK UPFIT-BTK7473	7/7/2014	12,772.95
GENERATOR TVK8837	7/15/2014	13,000.00
ARIES PCU - TVK8837	7/15/2014	6,000.00
ARIES CAMERA TVK8837	7/15/2014	15,000.00
ARIES CRAWLER TVK8837	7/15/2014	7,000.00
VI POWER UNIT TVK8837	7/15/2014	17,000.00
BOILER 150HP -BTK5575	7/31/2014	42,523.62
UPFIT-BTK5575	7/31/2014	13,071.05
VI ROBOT 300 09	5/18/2010	8,907.61
VI ROBOT 200 14	7/2/2014	39,107.11
BOILER - BTK8955	11/21/2014	33,000.00
GENERATOR - BTK8955	11/21/2014	12,000.00
BOILER - BTK8950 14	3/18/2015	30,000.00
GENERATOR - BTK8950 14	3/18/2015	11,000.00

BOILER 200HP W - BTK5678	5/14/2015	47,084.70
BOILER RETUBE - BTK5664	8/24/2015	11,656.73
DK ROBOT 200 15	9/23/2015	40,608.02
IB ROBOT 200 14	9/23/2015	43,218.53
BOILER - BTK7139 15	10/6/2015	43,500.00
UPFIT - BTK7139 15	10/6/2015	20,184.99
GENERATOR - TVK9499	11/30/2015	11,000.00
GENERATOR	11/30/2015	11,000.00
VI ROBOT 200 15	1/11/2016	40,150.86
AIR COMPRESSOR 375 CFM IQ DO	5/12/2016	0.00
AIR COMPRESSOR 375 CFM DOOSA	5/12/2016	0.00
TRL FLATBED TRAILERMAN 24' 1	5/31/2016	9,100.00
GENERATOR-TVK9667	7/28/2016	11,000.00
TOTE UNLOADER FRAME - RTK722	10/6/2016	10,597.50
INVERTER MRFM 16	10/13/2016	12,321.17
REEFER TRL REDDING TA 14' TK	3/29/2017	29,960.00
INVERTER AIR CHIP I 17	7/17/2017	11,849.23
INVERTER RFM AIR 17	3/20/2018	17,590.47
INVERTER DGAI 48" 17	10/6/2017	19,847.55
AIR COMPRESSOR 375 CFM IQ DO	9/11/2017	0.00
DK ROBOT 200 17	9/28/2017	42,645.04
IB ROBOT 200 17	9/28/2017	42,645.04
AIR COMPRESSOR 375 IQ ATLAS	11/27/2017	0.00
AIR COMPRESSOR 375 CFM SULLA	1/9/2018	0.00
IB ROBOT 200 18	2/6/2018	37,111.24
DGAI SAFETY REBUILD - DGAI25	4/27/2018	7,888.31
DGAI SAFETY REBUILD - DGAI27	4/27/2018	7,888.32
GENERATOR - TVK7474	6/14/2018	15,571.31
GENERATOR - TVK9987	7/5/2018	11,000.00
INVERTER CHIP HOT WATER 18	4/15/2019	16,226.15
INVERTER MINI RFM 18	1/21/2019	15,743.57
INVERTER MINI RFM 18	1/10/2019	15,487.31
INVERTER RFM AIR 18	1/21/2019	18,085.20
GENERATOR UPFIT - TVK7432	11/13/2018	8,493.54
GENERATOR - TVK7432	11/13/2018	11,000.00
Onan 10 KW generator	2/21/2019	11,500.00
Upfit TVK7447	2/21/2019	15,553.34
VI ROBOT 300 19	3/26/2019	42,121.47
TOOL TRAILER DOOLITTLE 20	3/26/2019	12,757.00
TOOL TRAILER DOOLITTLE 20	3/26/2019	12,757.00
TRAILER UTILITY FLATBED DOO	3/26/2019	3,983.00
TRAILER FLATBED DOOLITTLE '	3/26/2019	3,983.00
TRAILER FLATBED DOOLITTLE '	3/26/2019	3,983.00
TVK8768 GENERATOR REPLACEMEN	4/3/2019	0.00
TVK8817 GENERATOR REPLACEMEN	4/3/2019	0.00
GENERATOR REPLACEMENT- TVK88	4/3/2019	9,712.74
TRAILER INVERTER RFM DOO 20	6/12/2019	4,768.24

INVERTER MRFM 19	7/11/2019	17,562.28
VI ROBOT 200 11	7/17/2019	0.00
2019 DOOLITTLE TILT TRAILER	8/5/2019	0.00
2019 DOOLITTLE TILT TRAILER	8/5/2019	0.00
2019 DOOLITTLE TILT TRAILER	8/5/2019	0.00
AIR COMPRESSOR 375 CFM PALAT	10/1/2019	0.00
UPFIT - BTK5575	11/15/2019	10,926.69
BOILER RETUBE - BTK7386	12/17/2019	41,751.21
EUROPEAN CONTROL SYSTEM CONV	1/24/2020	51,746.36
VI ROBOT 200 07	3/21/2010	16,504.60

**AIA****Document A310™ – 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)***INSITUFORM TECHNOLOGIES USA, LLC
17988 Edison Avenue
Chesterfield, MO 63005****OWNER:***(Name, legal status and address)***City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523****SURETY:***(Name, legal status and principal place of business)***Travelers Casualty And Surety Company Of
America
One Tower Square
Hartford, CT 06183****Mail Notices To:****Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183**

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

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

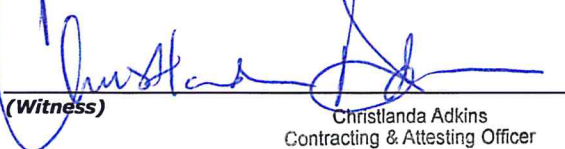
BOND AMOUNT: Ten Percent of the Amount Bid ----- dollars (\$ 10% of Amount Bid)**PROJECT: 2020 Trenchless Long Lining Repairs Project, City Project 2020-28***(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **10th** day of **June, 2020**.

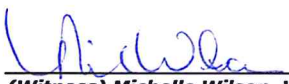

(Witness) Christlanda Adkins
Contracting & Attesting Officer

INSITUFORM TECHNOLOGIES USA, LLC
(Principal)


(Title) Ursula Youngblood, Contracting & Attesting Officer

Travelers Casualty And Surety Company Of America
(Surety)


(Title) Andrew P. Thome, Attorney-In-Fact


(Witness) Michelle Wilson, Witness

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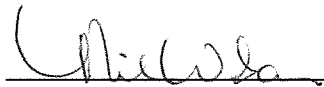
State of Missouri
County of St. Louis

On 6/10/2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Michelle Wilson, Notary Public

MICHELLE WILSON NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSIONED FOR JEFFERSON COUNTY MY COMMISSION EXPIRES JUN. 23, 2023 ID #15636070

My Commission Expires: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10** day of **June**, 2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CONTRACT

THIS CONTRACT, made and entered into this 6th day of July, 2020, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Insituform Technologies USA, LLC, hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2020 TRENCHLESS LONG LINING REPAIRS", CITY PROJECT 2020-28**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is December 1, 2020.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Performance Bond
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Addenda 1 dated June 4, 2020

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

CONTRACT

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

INSITUFORM TECHNOLOGIES USA, LLC

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2020 Trenchless Long Lining Repairs Project

Project Number 2020-28

We, Insituform Technologies USA, LLC

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

_____ as SURETY,

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

Four Hundred, Forty-Two Thousand, Two Hundred Seventeen and 85/100-----

----- Dollars (\$442,217.85), lawful money of the
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

Insituform Technologies USA, LLC
(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,
COUNTY OF _____
I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

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

STATE OF ILLINOIS, (SEAL)
COUNTY OF _____
I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 6th day of July, A.D. 2020

Attest:

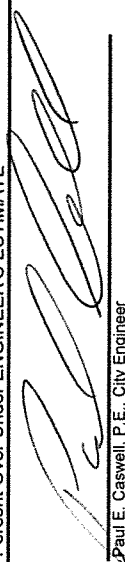
Kim Althoff, City Clerk

City Council

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

Project Name: 2020 Trenchless Long Lining Repairs Project Project Number: 2020-28 Bid Date: Wednesday, June 10, 2020 Time: 10:00 a.m. Fund: Storm Water and Sewer Funds Organization Code: 78487806, 79487906 Object Code: 489040, 489030				Engineer's Estimate City Engineering Division		Insituform Technologies USA, LLC 17988 Edison Avenue Chesterfield, MO 63005 636-530-8000 Uyoungblood@Aegion.com		Hoerr Construction, Inc. 1416 County Road 200N PO Box 65 Goodfield, IL 61742 309-691-6653 info@hoerr.com		SAK Construction, LLC 864 Hoff Road O'Fallon MO 63366 636-385-1000 bidcippac@sakcon.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	SANITARY SEWER LINER, 8 INCH	3,389	FOOT	\$30.00	\$101,670.00	\$21.50	\$72,863.50	\$25.00	\$84,725.00	\$22.00	\$74,558.00
2	SANITARY SEWER LINER, 10 INCH	598	FOOT	\$35.00	\$20,930.00	\$24.00	\$14,352.00	\$38.00	\$22,724.00	\$45.25	\$27,059.50
3	SANITARY SEWER LINER, 12 INCH	2,068	FOOT	\$40.00	\$82,720.00	\$23.00	\$47,564.00	\$29.00	\$59,972.00	\$29.75	\$61,523.00
4	SANITARY SEWER LINER, 15 INCH	592	FOOT	\$70.00	\$41,440.00	\$36.00	\$21,312.00	\$45.00	\$26,640.00	\$70.75	\$41,884.00
5	SANITARY SEWER LINER, 18 INCH	1,174	FOOT	\$80.00	\$93,920.00	\$43.00	\$50,482.00	\$50.00	\$58,700.00	\$68.00	\$79,832.00
6	SANITARY SEWER LINER, 24 INCH	369	FOOT	\$150.00	\$55,350.00	\$115.00	\$42,435.00	\$110.00	\$40,590.00	\$124.50	\$45,940.50
7	STORM SEWER LINER, 18 INCH	106	FOOT	\$150.00	\$15,900.00	\$140.00	\$14,840.00	\$50.00	\$5,300.00	\$154.50	\$16,377.00
8	STORM SEWER LINER, 36 INCH	513	FOOT	\$225.00	\$115,425.00	\$140.00	\$71,820.00	\$136.00	\$69,768.00	\$125.25	\$64,253.25
9	STOP INFILTRATION	3	EACH	\$5,000.00	\$15,000.00	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00
10	PROTRUDING LATERAL CUT-OUT	10	EACH	\$300.00	\$3,000.00	\$260.00	\$2,600.00	\$350.00	\$3,500.00	\$250.00	\$2,500.00
11	LATERAL REINSTATEMENT	135	EACH	\$75.00	\$10,125.00	\$0.01	\$1.35	\$100.00	\$13,500.00	\$100.00	\$13,500.00
12	FINAL PROJECT REPORT	1	L SUM	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
13	CURED-IN-PLACE LINER TESTING	29	EACH	\$300.00	\$8,700.00	\$1.00	\$29.00	\$140.00	\$4,060.00	\$275.00	\$7,975.00
14	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	\$40,000.00	\$40,000.00						
15	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	8,296	FOOT	\$7.00	\$58,072.00	\$6.50	\$53,924.00	\$2.40	\$19,910.40	\$4.00	\$33,184.00
16	INITIAL SEWER CLEANING AND VIDEO INSPECTION >24	513	FOOT	\$14.00	\$7,182.00	\$15.00	\$7,695.00	\$14.00	\$7,182.00	\$9.00	\$4,617.00
TOTAL BIDS (AS CORRECTED)				\$671,434.00	\$442,217.85						
Percent Over Under ENGINEER'S ESTIMATE					-34.14%						
								\$459,371.40		\$517,703.25	
								-31.58%		-22.90%	


Paul E. Caswell, P.E., City Engineer
Date: 6/10/2020

Public Works

DATE: 6/25/2020

MEMO: 2020-63

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Amy Waks, Assistant Corporation Counsel
Matt Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing Legal Proceedings for Condemnation of the Property Located at 1880 N. Brush College Road, Decatur, Illinois

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the initiation of condemnation proceedings to acquire 1880 North Brush College Road.

BACKGROUND:

On August 7, 2017, the City entered into an agreement with Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project using Illinois Jobs Now! funds provided by the State of Illinois. On June 5, 2018, the City received the announcement of the award of a \$25 million grant through the Illinois Competitive Freight Program for the Brush College / Faries Parkway Grade Separation Project.

1880 North Brush College Road

Negotiations with the property owners began on February 15, 2019. Since that time there have been numerous contacts between the property owners and their attorneys with no success. The City has made an offer for just compensation for the fair market value of the property and the cost of relocation of the business as required by the Illinois Eminent Domain Act. However, the property owners have expressed belief that the City should also compensate them for their determined value of the business located at the property. The negotiations have reached an impasse with the property owners rejecting the last offer made by the City.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: The current property owner is a likely objector.

INPUT FROM OTHER SOURCES:

Crawford, Murphy & Tilly, Inc.

LEGAL REVIEW: The Legal Department is preparing the necessary condemnation documents to be filed.

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

BUDGET/TIME IMPLICATIONS:

The necessary documents will be filed upon approval by the Council.

COPY: Crawford, Murphy & Tilly, Inc.

ATTACHMENTS:

Description	Type
Resolution 1880 N Brush College Rd	Resolution Letter
Appendix A	Backup Material
Location Map	Backup Material

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING LEGAL PROCEEDINGS FOR CONDEMNATION OF
THE PROPERTY LOCATED AT 1880 N. BRUSH COLLEGE ROAD, DECATUR,
ILLINOIS**

WHEREAS, the City of Decatur, Illinois is a municipal corporation organized and existing by and under the Constitution and the laws of the State of Illinois; and,

WHEREAS, the City of Decatur, by virtue of 65 ILCS 5/11-61-1 and the Eminent Domain Act of the State of Illinois, is authorized to exercise the right of eminent domain to acquire property located in an unincorporated area outside of but adjacent and contiguous to its corporate limits deemed necessary and desirable for street and highway municipal purposes; and,

WHEREAS, the City of Decatur, Illinois owns and maintains a municipal street system, as defined by 605 ILCS 5/2-104, and that one of the streets in said system is known as Brush College Road; and,

WHEREAS, the City of Decatur, Illinois intends to construct a new interchange at the intersection of North Brush College Road and East Faries Parkway; and,

WHEREAS, the real property described below is suitable and desirable for the location of said construction of the new interchange and said premises is private property located wholly in an unincorporated area outside of and contiguous to the corporate limits of the City of Decatur, Illinois:

Lot 8 of Westlake 2nd Addition of Outlots to the City of Decatur, as per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois also known as 1880 North Brush College Road.

WHEREAS, it is necessary and desirable that said premises be acquired for the purpose aforesaid; and,

WHEREAS, the City of Decatur, Illinois has been in negotiations to purchase with the owners of said premises but have been unable to reach an agreement; and,

WHEREAS, it is necessary and desirable that said premises be acquired for the purpose aforesaid; and,

WHEREAS, the acquisition of said property is necessary for a public street and highway purpose and the acquired property would be owned and controlled by the City of Decatur, Illinois.

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

Section 1. That it is, and is hereby determined to be necessary and desirable that the City of Decatur, Illinois, in order to construct a new interchange at the intersection of North Brush College Road and East Faries Parkway as aforesaid, acquire title to the real property described above.

Section 2. That it is hereby determined that the aforesaid real property, and the acquisition thereof are necessary for a public street or highway use and purpose.

Section 3. That the acquired property will be owned and controlled by the City of Decatur, Illinois.

Section 4. That the City Manager and the Corporation Counsel, or her designee, jointly and severally, be, and they are hereby authorized and directed to cause said real property to be acquired on behalf of the City of Decatur, Illinois, and in the event the same is not able to be acquired by agreement with the owners thereof upon the compensation or consideration to be paid or furnished for the same, or in the event title thereto is defective, then title to and possession of real property shall be acquired by and for the City of Decatur, Illinois by the exercise of condemnation under the Eminent Domain Act of the State of Illinois.

PRESENTED and ADOPTED this 6th day of July, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 30, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** - City Council approved Resolution R2020-44 authorizing the purchase of the 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.

**PROPERTY PROPOSED FOR CONDEMNATION
BRUSH COLLEGE ROAD AND FARIES PARKWAY**



Public Works

DATE: 6/25/2020

MEMO: 2020-99

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Establishing Parking Restrictions on the West Side of Green Meadow Drive Between Cantrell Street and 450 Feet South of Cantrell Street.

SUMMARY RECOMMENDATION:

It is recommended by Staff that the City Council approve the attached Ordinance prohibiting parking along west side of Green Meadow Drive between Cantrell Street and 450 feet south of Cantrell Street, and that the Mayor be authorized to sign and the City Clerk to attest.

BACKGROUND:

As part of their redevelopment of the old Thomas Jefferson Middle School, Decatur Public Schools (DPS) is requesting that parking be removed along the west side of Green Meadow Drive. DPS is planning modifications to the parking lot of their new Montessori Academy, formerly the Thomas Jefferson Middle School. These modifications are meant to separate pedestrian, car drop-off, and bus drop off traffic.

DPS plans to add a new entrance to the school off Green Meadow Drive for car drop-off/pick-up traffic as detailed on the attached site plan. Green Meadow currently allows parking on both sides of the road. When vehicles are parked on both sides, only a single lane is left for vehicles to get down the road. Removing parking along the school side of Green Meadow, allows drop-off traffic to line up while entering the new Green Meadow entrance and still have room for vehicles heading north to pass. Parking along the east side of Green Meadow will remain for the benefit of the residents on that side of the street.

PRIOR COUNCIL ACTION:

There have been no prior Council actions.

POTENTIAL OBJECTIONS: Letters were sent to the residents who live across the street from the proposed parking restriction. Staff was contacted by one resident with some

concerns about traffic flow around the school but expressed no concern with the proposed parking restriction.

INPUT FROM OTHER SOURCES:

Decatur Public Schools.

City staff is currently working with the community to fill vacancies in the Traffic and Parking Commission which is currently without a quorum. Therefore, this item was not reviewed by the Commission prior to Council action, as would normally be the case.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$600 for the installation of the requested signs and pavement markings.

Staff Impact: We anticipate approximately three hours of staff time to make and install the signs.

COPY: Traffic and Parking Commission

ATTACHMENTS:

Description	Type
Ordinance Prohibiting Parking on Green Street	Ordinance
Letter from DPS	Backup Material

ORDINANCE NO. _____

**ORDINANCE ESTABLISHING PARKING RESTRICTIONS ON THE WEST SIDE OF
GREEN MEADOW DRIVE BETWEEN CANTRELL STREET AND 450 FEET SOUTH OF
CANTRELL STREET**

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

Section 1. That in accordance with and subject to the applicable provisions of Chapter 34 of the City Code, when appropriate signs are installed thereat, the parking of vehicles on the west side of Green Meadow Drive from Cantrell Street to a point 450 feet south of the south right-of-way line of Cantrell Street.

Section 2. That any person, firm or corporation who shall violate any of the provisions of this ordinance shall, upon conviction, be fined, not less than Ten Dollars (\$10.00) nor more than Two Hundred Dollars (\$200.00) for each offense.

Section 3. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of July, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

June 02, 2020

Dear Mr. Enyart,

The new Montessori Academy for Peace, formerly Thomas Jefferson Middle School, will begin serving preschool through eighth grade students in August of 2020. Because so many younger students will be attending this site, it is vitally important to separate pedestrian, car drop-off and bus drop-off traffic.

In order to achieve this, the school district will add a curb cut on Green Meadow Dr. near the SE corner of the existing school parking lot. See the attached site plan. This curb cut will be for automobile traffic only. We ask that you consider eliminating parking on the west side of Green Meadow next to the school property. See attached plan showing proposed no-parking area. This will improve safety in two ways; first it will result in less congestion for traffic during afternoon pick-up and secondly it will keep parents from parking on Green Meadow and walking their children to school. Removing the parking on the west side of Green Meadow is a critical element of our plan to make that entrance work for pick-up and drop-off traffic. Successful implementation of our site plan will ensure a safe environment for our students and their parents as they access school property on a daily basis.

Thank you for your careful consideration of this important matter. If you have any questions or need additional information, please do not hesitate to call me at (217) 433-7258.

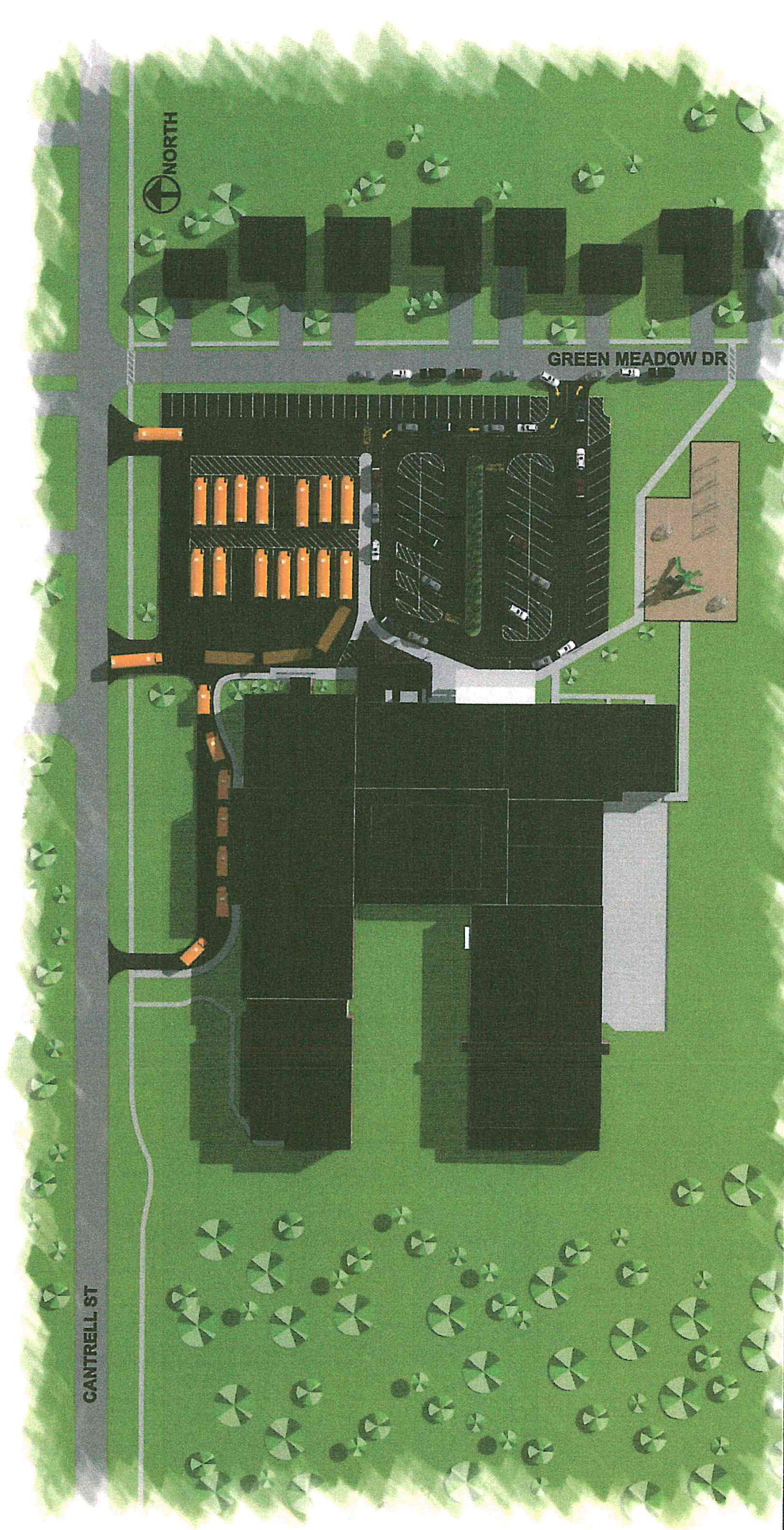
Sincerely,



Mike Sotiroff

Decatur Public School District #61

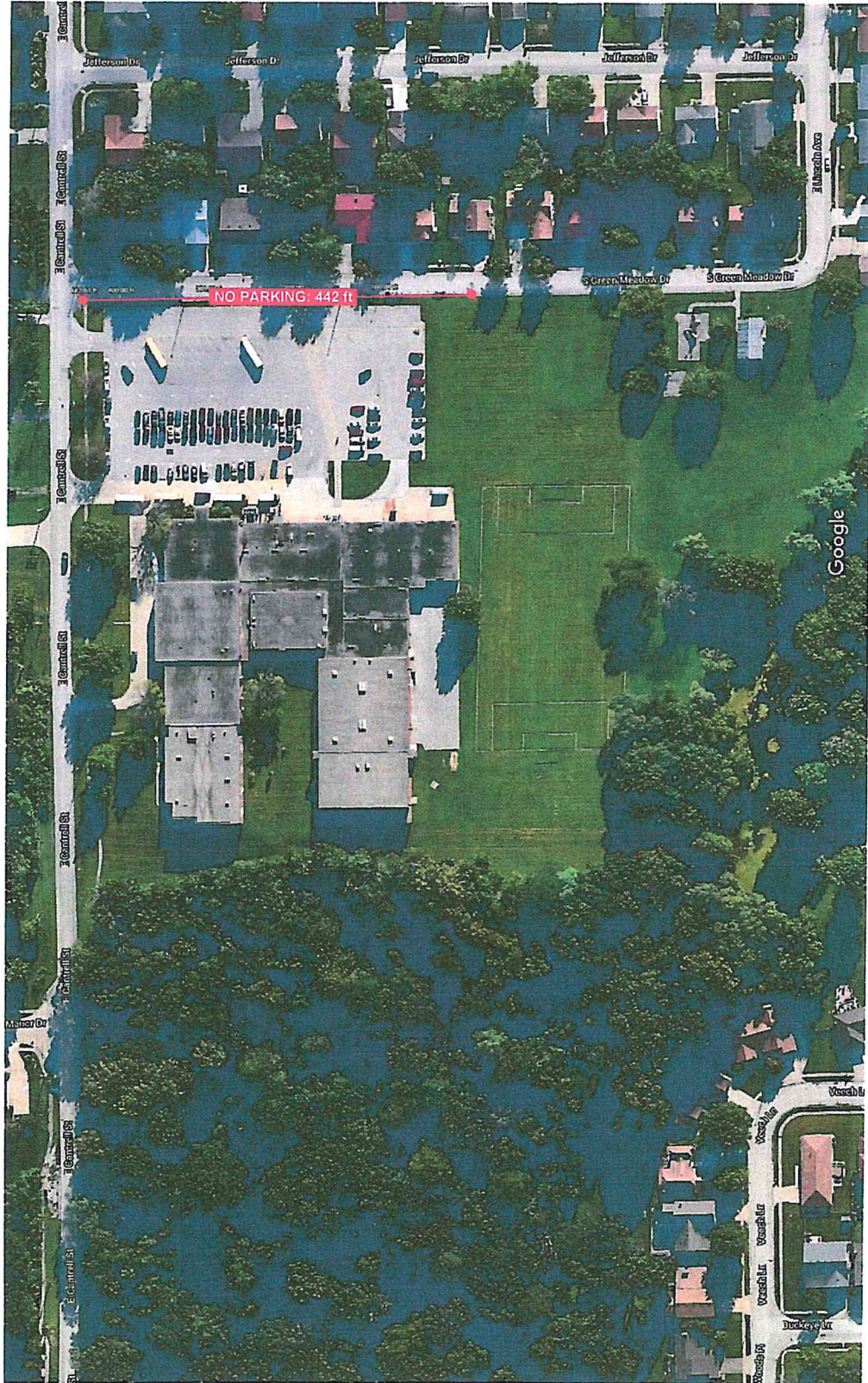
Attachments: 2



CANTRELL ST



GREEN MEADOW DR



Proposed No Parking Area

Information Technology

DATE: 7/6/2020

MEMO: 2020-05

TO: Honorable Mayor and City Council Members

FROM: James Edwards, IT Director

SUBJECT: Resolution Authorizing City Manager to Execute and Enter into a 3-year contract extension for the existing printer/copier Equipment Rental Agreement and Managed Print Services Contract with Watts Copy Systems, Inc.

SUMMARY RECOMMENDATION: City staff recommends City Council approve the attached resolution authorizing the City Manager to renew the existing Watts Copy Systems Equipment Rental Agreement and Managed Print Services Contract for 3 years.

BACKGROUND:

In 2014 the Information Technology Department conducted an internal study of copy and print services for the City to see if partnering with a third party could reduce overall costs. It was determined that the City of Decatur had the potential of saving up to \$24,000 annually by partnering with Watts Copy Systems, Inc. and entered into a 5-year agreement which expires on August 9, 2020. Annual analysis of City copy and print savings after executing this contract has varied between \$19,823 and \$33,487 annually representing a total savings of \$131,105 over the past 5 years. Watts' contract performance has been excellent, and City Staff is pleased with Watts ability to provide reliable equipment for our copy and printing needs.

Under this arrangement, the City leases equipment from Watts and pays a monthly payment including the cost of equipment rental and the cost of per copy pages printed or copied. This arrangement includes the cost and provision of all consumable supplies like toner cartridges, rollers, and other consumer replaceable parts. Watts also provides an equipment monitoring service over the internet for consumable parts replacement and equipment troubleshooting. This arrangement remains “state of the art” in management of onsite copy and print services.

City Staff has negotiated a 3-year contract renewal with Watts and has agreed to some incentives to keep the City of Decatur as a client, including:

1. Reduce our monthly equipment rental fee from \$2,679.82 to \$2,120 representing a monthly savings of \$559.82 or a total savings of \$20,153.52 over the 3-year contract.
2. The per copy rates will remain the same as our current contract and will not be increased.

3. Upon Acceptance of this contract extension option, Watts will apply a \$4,500 credit to the July 2020 invoice being billed under our existing contract expiring in August 2020 to assist with recognized City revenue losses due to COVID-19.
4. Any printer/copier whole unit replacements will be of the same or better quality as the unit being replaced. If the rental fee for the replacement unit is higher, the City will not pay more in rental fees than it did for the unit being replaced.
5. Contract allows for unit additions, upgrades, or downgrades as Department needs may change. If a unit is added or upgraded, the City will pay an increase in rental fees for the addition or upgrade and will be discounted in accordance with the terms of the contract. If the unit is downgraded, the fees will be reduced per our contract.
6. Contract allows for equipment removal from contract if area using the equipment is consolidated into another area or simply closed for any reason. Contract rental fees will be adjusted accordingly.

City Information Technology Staff recommends this contract extension from Watts Copy Systems, Inc.

PRIOR COUNCIL ACTION: In August of 2015 City Council approved Resolution Number R2015-93 authorizing the City Manager to execute the existing agreement. A copy of the Agreement, Memo, and Resolution is provided as background material.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director (450-2236)

BUDGET/TIME IMPLICATIONS: Costs related to this agreement are covered within the existing budget of the City and will in fact reduce the overall costs of these services over the next three years.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
2015 Resolution and Agreement	Backup Material
Watts Contract Extension Agreement	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING APPROVAL TO RENEW EXISTING EQUIPMENT
RENTAL AGREEMENT AND MANAGED PRINT SERVICES CONTRACT FOR
THREE YEARS WITH WATTS COPY SYSTEMS, INC.**

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

Section 1. That the Equipment Rental Contract Extension Agreement Managed Print Services Contract attached herewith and made part hereof marked Exhibit A, be approved by City Council.

Section 2. That the City Manager be authorized to sign, and the City Clerk attest the attached agreement.

Section 3. That the Purchasing Supervisor for the City be authorized to issue a purchase order for the amounts incurred as specified in the attached agreement.

PRESENTED and ADOPTED this 6th day of July 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A

Equipment **Rental Contract Extension** Agreement Managed Print Services Contract



COPY SYSTEMS, INC.
"where service is more than a promise"

Corporate Office
2860 Stanton Avenue
Springfield, IL 62703
(217) 529-6697
www.wattscopy.com

Deliver To:
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 6252
(and various locations)

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

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

Date: June 18, 2020

<u>CUSTOMER NO.</u> 300238	<u>CUSTOMER P.O. NO.</u>	<u>REPRESENTATIVE</u> P. Gilley/smg		
<u>ORDERED</u>	<u>PRODUCT NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>

See SCHEDULE A for leased machines with service/supply support under this agreement. Also includes customer owned equipment with service/supply support under this agreement. Refer to Watts RFP response for details on service coverages on these owned devices.

This contract shall abide by all terms and conditions as outlined in the City of Decatur RFP for Managed Copier and Printer Services, dated May 15, 2015, and as such, that RFP is included as part of this contract as Addendum 1. Terms and conditions of this RFP supersede all other terms and conditions outlined in this Rental Agreement.

Term and Payment Schedule:

Number of Months: 36 months starting 09/25/2020
Monthly Rental Payment: \$2,120.00

Color Desktop Units (M6035cidn, M6535cidn, existing HP 451dn printers)

Black/White Cost-per-Image \$.0129/image
Color Cost-per-Image \$.055/image

All other Units (M3040idn, TA-3010i, TA-3051ci, existing remaining B/W Printers)

Black/White Cost-per-Image \$.0052/image
Color Cost-per-Image \$.039/image

Program includes all service, parts, labor, mileage, drums, fuser rollers, black/color toner, black/color developer, and preventative maintenance.

Payments are due **Monthly**

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED
CORPORATE OFFICER, PARTNER, OR PROPRIETOR)

SIGNATURE - ACCEPTED BY WATTS COPY SYSTEMS, INC.

TITLE

DATE

PRINT NAME

Decision Maker: Jim Edwards	Phone: 217450-2236	Email: jedwards@decaturil.gov
Accounting:	Phone:	Email:
Key Op:	Phone:	Email:
IT Contact:	Phone:	Email:

General Terms: The following terms apply to rental agreements.

You agree to all the terms and conditions shown below and on the reverse side of this Rental, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Rental cannot be terminated except as provided for in this Rental, except as noted on page 9 of City of Decatur RFP under "TERMINATION OF CONTRACT". You acknowledge receipt of a copy of this Rental.

This rental may not be terminated early, except as noted on page 9 of City of Decatur RFP under "TERMINATION OF CONTRACT".

1. Indemnity and Hold Harmless. To the fullest extent permitted by law, you shall and agree to indemnify the Dealer against, and hold the Dealer harmless from, any and all claims, losses, actions, suits, proceedings, costs, expenses, damages and liabilities (including but not limited to negligence, tort and strict liability), including reasonable attorneys' fees, arising out of, connected with, or resulting from the equipment or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. You shall further indemnify the Dealer and hold the Dealer harmless from all loss and damage to the equipment during the term of this Agreement.
2. Collection Charges: If any part of a payment is more than 30 days late, you agree to pay a late charge of 10% of the payment which is late or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25 for each check returned for non-sufficient.
3. Ownership of Equipment: We are the owner of the equipment and have title to the equipment.
4. Location of Equipment: You will keep and use the equipment only at your address shown above. You agree that the equipment will not be removed from that address unless you get our written permission in advance to move it. Maintenance, Installation and Insurance: You are responsible for protecting the equipment from damage except ordinary wear and tear and from any other kind of loss while you have the equipment. If the equipment becomes damaged, you agree to pay rental/lease payments and will be responsible for the full cost of repairing the equipment. If the equipment is lost, stolen or destroyed, you agree to purchase the equipment from us for the full list price as established by us at the time of the rental. You agree to keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof.
5. Default. You will be in default under this Agreement if you (a) fail to pay rent or make any other payment when due under this Agreement, or (b) fail to make payment when due on any other indebtedness you owe us arising independently of this Agreement, or (c) fail to perform or observe any term, covenant, promise, obligation or condition under this Agreement, or any other instrument or document executed in connection with this Agreement, or (d) you become insolvent (however defined), cease doing business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, we shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies: to declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to you; to sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any and all items of the equipment; to take possession of any or all items of equipment without demand, notice or legal process, wherever they may be located and you hereby waive any and all damages occasioned by such taking of possession and any said taking of possession shall not constitute a termination of this Agreement as to any or all items of equipment unless we expressly so notify you in writing; to terminate this Agreement as to any or all items of equipment; and to pursue any other remedy at law or in equity.
6. No Waiver; Severability. The failure of one party to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be a waiver by such party to enforce such term provision or any other term or provision of this Agreement. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
7. Facsimile Signatures. You agree that a facsimile copy of this Agreement bearing authorized signatures may be treated as an original.
8. You authorize us to change your payment amount in the event you choose to add additional accessories after initial installation. We will send you notice of any such changes.
9. Attorney's fees and costs. If we have to take possession of the equipment, you agree to pay the cost of repossession.
10. This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within Sangamon County, Illinois.
11. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.



6/18/2020

Contract Addendum 2 to Agreement #7410-02

Upon acceptance of this 36-month contract extension by the City of Decatur, with an effective start date of 9/25/2020, Watts agrees offer the following incentives to the City of Decatur:

- No Escalation of Per-Click Image Rates: Watts will agree to maintain the same per-click image rates as in the current master contract for the duration of the contract extension. This would lock these rates in for the city for a total of 8 years.
- Credit Incentive: Upon acceptance of this contract extension option, Watts will agree to apply a credit in the amount of \$4500 towards the final quarterly invoice on the master contract (July 2020) to reduce the city's contract cost as tax revenues have declined due to COVID-19.

Provision for reliability and performance for term of contract extension:

Watts Copy Systems, Inc. agrees to keep all equipment in proper working order, without excessive service issues for the term of the extension. In the event any machine has ongoing service issues that cannot be resolved timely, Watts agrees to replace the machine with a like or better unit. Such replacements will be under the same costs as the model replaced and be coterminous with the extension.

Provision for upgrades/downgrades as department's needs may change:

Watts Copy Systems, Inc. agrees to allow city departments/agencies to change equipment type if their needs change during the contract extension. This will include the ability for departments to add accessories to their existing machine, upgrade their machine, or downgrade their machine in the event of reduction of use, reduction of staffing or other circumstances. These changes (add-on's, upgrades, and downgrades) will result in the monthly payment for that specific machine being changed proportionately for the remainder of the contract extension. For example, if a department requested to upgrade from a compact machine to a full system, their payment would be increased by the difference in the monthly payment of the two models, for the remainder of the contract extension. All changes would be coterminous with the contract extension.

Provision to remove equipment due to closures/consolidations:

Watts Copy Systems, Inc. agrees that at any time during this contract extension, the city may cancel any machine located in an area that ceases operation, is consolidated into another area, or has a significant reduction in workflow, resulting in the need to eliminate a machine. Such cancellations would require 30-days' notice and would be removed from the monthly invoice for the duration of the contract extension.

Provision for equipment additions:

Watts Copy Systems, Inc. agrees that the city may add equipment during this contract extension, due to growth, relocations, or expansion. Machines added by the city would fall under the same terms, conditions, and costs as outlined in the contract. All machine additions would remain coterminous with the contract extension.

Watts Copy Systems, Inc.

City of Decatur

Signature

Signature

Title

Title

Date

Date

City of Decatur Schedule A

06/18/20

Equip ID	Model	Customer name	Address	Location
R5361	Kyocera P2135dn Printer	City of Decatur Civic Center	1 Gary K Anderson Plaza	Council Meeting Room
R5460	Sharp MX-3115N Color System 3 x 500-sheets Postscript Inner Finisher Fax System	City of Decatur Civic Center	1 Gary K Anderson Plaza	Civic Center Management Office
R5880	Kyocer TA3051ci Color System 2 x 1,500-sheets 100-sheet RADP Fax System 1K Finisher	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Executive Hall
R5895	Kyocera P2135dn Printer 1 x 250-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Legal Secretary 1
R5896	Kyocera P2135dn Printer 1 x 250-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Legal Secretary 2
R5897	Kyocera TA3051ci Color System Stand Job Separator Tray 100-sheet RADF Fax System	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Engineering Hall
R5898	Kyocera TA3051ci Color System Stand 100-sheet RADP 1K Finisher	City of Decatur Civic Center	1 Gary K Anderson Plaza	1st Floor Purchasing
R5899	Kyocera TA3051ci Color System Stand 100-sheet RADP Fax System 1K Finisher 2 x 1,500-sheets	City of Decatur Civic Center	1 Gary K Anderson Plaza	Economic and Community Development
R5901	Kyocera TA3051ci Color System Stand 100-sheet RADP Fax System 1K Finisher	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd FI Human Resources Common Area
R5902	Kyocera TA3051ci Color System 2 x 1,500-sheets 100-sheet RADP Fax System	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Finance/Water Billing
R5951	Kyocera TA3051ci Color System 2 x 1,500-sheets Fax System 100-sheet RADP 1K Finisher Job Separator Tray	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Licensing Office
R6206	Kyocera P2135dn Printer 1 x 250-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Legal Wendy Morthland Office
R6214	Kyocera P2135dn Printer	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd FI Neighborhood Development Head
R7130	Kyocera P3260dn Printer 2,000-sheet LC Tray Stand	City of Decatur Water Billing	1 Gary K Anderson Plaza	2nd Floor Water Billing
W0847	Kyocera P6030CDN Printer	City of Decatur Engineering	1 Gary K Anderson Plaza	Engineering Dept
W0947	HP M602 Printer	City of Decatur Water Billing	1 Gary K Anderson Plaza	WATER BILLING-
W1574	Kyocera M3040idn MFP 1 x 500-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor City Counsel Video Room
W1575	Kyocera M3040idn MFP 1 x 500-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Water Billing Window
W1576	Kyocera M3040idn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Payroll
W2070	Kyocera M3040idn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor City Managers Office 424-2801
W2071	Kyocera M3040idn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd FI Developmental Services
W2073	Kyocera M6035cidn MFP 2 x 500-sheet Stand	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Risk Management

W2108	DRG1100 Cannon Scanner	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor City Clerk
W2110	DR5010c Cannon Scanner	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd FL Engineering
W2111	DR7550c Cannon Scanner	City of Decatur Civic Center	1 Gary K Anderson Plaza	Finance - Water Billing
W2119	Xerox 7760dn	City of Decatur Civic Center	1 Gary K Anderson Plaza	Neighborhood Development
W2120	DR7550c Cannon Scanner	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Legal
W2121	HP M451dw Printer	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Neighborhood Standards Office
	Kyocera M6035cidn MFP PinPoint Scan Cloud Connect 32GB Memory			
W2934		City of Decatur Civic Center	1 Gary K Anderson Plaza	Clerks Office
W3124	Kyocera M2035dn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	Civic Center 2nd Floor Cashiers Office
W3125	Kyocera M2035dn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	Civic Center 2nd Floor Cashiers Office
W3166	Kyocera M2035dn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	Civic Center 2nd Floor Cashiers Office
W3720	HP M606dn Printer	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Finance
	Kyocera P3045dn Printer 2 x 500-sheet			
W4463		City of Decatur Civic Center	1 Gary K Anderson Plaza	Finance AP
	Kyocera P3260dn Printer 2,000-sheet LC Tray Stand			
W6507		City of Decatur Water Billing	1 Gary K Anderson Plaza	2nd Floor Water Billing
	Kyocera TA3051ci Color System 1K Finisher 100-sheet RADP Fax System Job Separator Tray Stand			
R5911		City of Decatur Water Department	1155 S Martin Luther King Jr Dr	Wiring Closet
W2081	Kyocera M3040idn MFP	City of Decatur Water Department	1155 S Martin Luther King Jr Dr	Secretary
W2099	HP M451nw Printer	City of Decatur Water Department	1155 S Martin Luther King Jr Dr	South Treatment Plant SCATA Operations
W2086	Kyocera M6535cidn MFP	City of Decatur Fire Station #7	1250 S Airport Rd	Common Area
W1989	Kyocera M6535cidn MFP	City of Decatur Fire Station #3	1308 W Eldorado	Common Area
	Kyocera TA3051ci Color System Stand Job Separator Tray 100-sheet RADF Fax System			
R5882		City of Decatur Fire Station #1	1415 N Water St	Front Desk
W1827	Kyocera M3040idn MFP	City of Decatur Fire Station #1	1415 N Water St	Light Duty
W1828	Kyocera M3040idn MFP	City of Decatur Fire Station #1	1415 N Water St	Battalion Chief's Office
W2085	Kyocera M6035cidn MFP	City of Decatur Fire Station #1	1415 N Water St	Operations
W2087	Kyocera M6535cidn MFP	City of Decatur Fire Station #6	1880 S State Rte 51	Common Area
W1931	Kyocera M6535cidn MFP	City of Decatur Lake Office	2203 Lakeshore Dr	Nelson Park
W2088	Kyocera M6535cidn MFP	City of Decatur Fire Station #5	225 E Christine	Common Area
	Kyocera TA3051ci Color System 100-sheet RADP Stand Fax System Job Separator Tray			
R5881		City of Decatur Municipal Services Center	2600 N Jasper	South Front door. Water Services
	Kyocera TA3051ci Color System Stand Job Separator Tray 100-sheet RADF Fax System			
R5909		City of Decatur Municipal Services Center	2600 N Jasper	MSC Admin Sec
W2082	Kyocera M6035cidn MFP	City of Decatur Municipal Services Center	2600 N Jasper	Foreman's Office
W2083	Kyocera M6035cidn MFP	City of Decatur Municipal Services Center	2600 N Jasper	North side, door J
W2084	Kyocera M6035cidn MFP	City of Decatur Municipal Services Center	2600 N Jasper	Traffic Signs
W1988	Kyocera M6535cidn MFP	City of Decatur Fire Station #2	2707 E William St	Common Area
W1991	Kyocera M6535cidn MFP	City of Decatur Fire Station #4	2760 N 22nd St	Common Area
W2151	Kyocera M3040idn MFP	City of Decatur Senator Severns Transit Center	353 E William St	Supervisor Common Area
W2545	Kyocera M6535cidn MFP	City of Decatur Senator Severns Transit Center	353 E William St	Secretary Desk
	Kyocera TA3010i Stand 100-sheet RADP Fax System			
R5921		City of Decatur Transit Center Administration	555 E Wood St	Transit Admin Wiring Closet
W1826	Kyocera M6035cidn MFP	City of Decatur Transit Center Administration	555 E Wood St	Transit Admin Garage
	Kyocera CS3510i Stand 100-sheet RADP Fax System			
R5370		City of Decatur Police Department	707 W South Side Dr	Records

R5900	Kyocera TA3051ci Color System Stand 100-sheet RADP Fax System 1K Finisher Job Separator Tray	City of Decatur Police Department	707 W South Side Dr	Administration
R5907	Kyocera TA3051ci Color System Stand 100-sheet RADP Fax System Job Separator Tray	City of Decatur Police Department	707 W South Side Dr	Investigations
R5908	Kyocera TA3051ci Color System 100-sheet RADP Fax System 1K Finisher Job Separator Tray	City of Decatur Police Department	707 W South Side Dr	Mailroom
R5944	2 x 1,500-sheet Paper	City of Decatur Police Department	707 W South Side Dr	DPD MIS
W1823	Dell 2130cn Printer	City of Decatur Police Department	707 W South Side Dr	Crime Analysis
W1824	Kyocera M6035cidn MFP	City of Decatur Police Department	707 W South Side Dr	Professional Standards
W1974	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	SGT Street Crimes
W1975	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Deputy Chief Prof Stand
W1976	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Chief of Police
W1977	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Street Crimes
W1978	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Report Room
W1979	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Prof Standards LT.
W1980	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Investigations Adult Hall
w1981	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Juvenile Hall
W1982	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Evidence
W1983	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Light Duty
W2072	Kyocera M6035cidn MFP	City of Decatur Police Department	707 W South Side Dr	DPD FAIT Office
W2107	DR7550c Cannon Scanner	City of Decatur Police Department	707 W South Side Dr	DPD Fola Desk
W2114	HP M451dn Printer	City of Decatur Police Department	707 W South Side Dr	DPD Teleserve
W2115	HR M451dw Printer	City of Decatur Police Department	707 W South Side Dr	DPD Records
W2116	DR6010c Cannon Scanner	City of Decatur Police Department	707 W South Side Dr	DPD Doretta Freeman's Desk
W2117	DR6010c Cannon Scanner	City of Decatur Police Department	707 W South Side Dr	DPD Ashley Kennedy's Desk
W2118	DR6010c Cannon Scanner	City of Decatur Police Department	707 W South Side Dr	DPD Julie Chenoweth's Desk

RESOLUTION NO. R2015-93

RESOLUTION ACCEPTING THE BID
– WATTS COPY SYSTEMS, INC. –

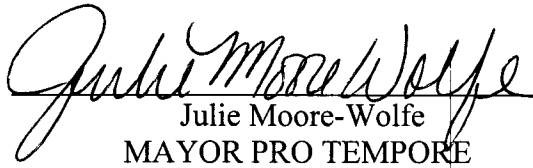
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the agreement for printer and copier equipment lease, supplies, and services attached herewith and made part hereof be approved by Council.

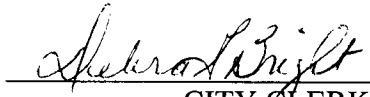
Section 2. That the City Manager be authorized to sign and the City Clerk attest the attached agreement.

Section 3. That the Purchasing Supervisor for the City be authorized to issue a purchase order for the amounts incurred as specified in the attached agreement.

PRESENTED AND ADOPTED THIS 3rd day of August, 2015.


Julie Moore-Wolfe
MAYOR PRO TEMPORE

ATTEST:


CITY CLERK

PURCHASING & INTERNAL SERVICES MEMORANDUM

#2015-08

July 13, 2015

TO: Honorable Mayor Pro Tempore Moore-Wolfe and City Council

FROM: Tim Gleason, City Manager
Jerry Bauer, Assistant City Manager
Deborah M. Perry, Purchasing Supervisor 

SUBJECT: Copy and Printer Equipment

SUMMARY RECOMMENDATION: Staff recommends awarding contract to Watts Copy Systems, Inc. to furnish managed copy equipment and printer device services for 60 months.

BACKGROUND: In mid 2014, MIS initiated an internal study to determine the cost effectiveness of the City's management of copy and desktop printer equipment. The study results found an overabundance of desktop printers, older and no longer efficient copy equipment, and overspending on ink cartridges and laser toner supplies. In addition, with long ago past City practice to purchase copy equipment, the current copy machine fleet is old and outdated and replacement with purchase would be a costly endeavor for the City.

It was determined in order to create efficiency in the operation and maintenance of copy and printer equipment in City offices, partnering with an outside company to provide the equipment and to manage the maintenance and consumable monitoring would be the best future operational solution for the City to pursue.

MIS Technical Staff evaluated the existing inventory of copy equipment and desktop printers and the use of the same through interviews with City department staff to determine copy and printer service requirements. This review concluded that the equipment fleet could be reduced from the present level of approximately 121 copy and printer devices to approximately 71 copy and printer devices with the introduction of more centralized department devices which would be larger capacity and more efficient devices.

The study led to the opening of a Request for Proposal ("RFP") requesting managed copy and printer services from capable vendors.

Nine RFP's were received and reviewed by a committee consisting of Jerry Bauer (MIS), Debbie Perry (Purchasing), Kevin Smith (MIS) and Gregg Zientara (Finance). The field was narrowed to four (4) service providers who made presentation to the committee on equipment device offerings, consumable management capabilities, and equipment customer service.

Watts Equipment Service, Inc. of Springfield, Illinois was selected as the most responsive and capable vendor. The selection was based on Watts as the vendor with the lowest price for the requested service as well as the Committee opinion that Watts provided equipment device offerings, consumable management capabilities and equipment customer service at minimum equal to the best offerings of the other vendor candidates.

The City will save approximately \$24,000 annually with the proposed arrangement with Watts versus the current costs incurred by the City in the operation of the current copy and printer device fleet.

Under this arrangement, the City will "lease" equipment from Watts and pay a monthly payment including the cost of the equipment and the cost per copy of pages printed or copied. The arrangement will include Watts device monitoring through network connection for consumable replacement and trouble-shooting. Upon device end of life, Watts will roll out old equipment and roll in new equipment. The City will not purchase such devices in the future. In addition, this arrangement will free up MIS Technical staff to pursue more important matters in support of the City network, passing the copy and printer equipment monitoring and maintenance to Watts. This arrangement is "state of art" in the management of copy and printer device equipment.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: The RFP was prepared by MIS Technical staff. The evaluation committee interviewed four of the nine companies who submitted RFP's.

STAFF REFERENCE: Jerry Bauer, Assistant City Manager, 424-2801.
Gregg Zientara, City Treasurer & Director of Finance
Debbie Perry, City Purchasing Manager

BUDGETARY IMPLICATION: Projected costs are covered within the existing budget of the City.



COPY SYSTEMS, INC.

"where service is more than a promise"

Corporate Office
2860 Stanton Avenue
Springfield, IL 62703
(217) 529-6697
www.wattscopy.com

Equipment Rental Agreement Managed Print Services Contract

Deliver To:
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 6252
(and various locations)

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

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

Date: July 9, 2015

CUSTOMER NO.
300193

CUSTOMER P.O. NO.

REPRESENTATIVE
P. Gilley/sac

ORDERED

PRODUCT NO.

DESCRIPTION

UNIT PRICE

AMOUNT

See SCHEDULE A for machines financed with service/supply support under this agreement.
See SCHEDULE B for customer owned equipment with service/supply support under this agreement. Refer to Watts RFP response for details on service coverages on these owned devices.

This contract shall abide by all terms and conditions as outlined in the City of Decatur RFP for Managed Copier and Printer Services, dated May 15, 2015, and as such, that RFP is included as part of this contract as Addendum 1. Terms and conditions of this RFP supersede all other terms and conditions outlined in this Rental Agreement.

This contract includes pay off and termination of existing Watts Leases # 5761 and # 6615.

Term and Payment Schedule:

Number of Months: 60
Monthly Rental Payment: \$2,275.00

Color Desktop Units (M6035cidn, M6535cidn, existing HP 451dn printers)

Black/White Cost-per-Image \$.0129/image
Color Cost-per-Image \$.055/image

All other Units (M3040idn, TA-3010i, TA-3051ci, existing remaining B/W Printers)

Black/White Cost-per-Image \$.0052/image
Color Cost-per-Image \$.039/image

Program includes all service, parts, labor, mileage, drums, fuser rollers, black/color toner, black/color developer, and preventative maintenance.

Payments are due Monthly

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED
CORPORATE OFFICER, PARTNER, OR PROPRIETOR)

SIGNATURE – ACCEPTED BY WATTS COPY SYSTEMS, INC.

TITLE

DATE

PRINT NAME

Decision Maker:	Phone:	Email:
Accounting:	Phone:	Email:
Key Op:	Phone:	Email:
IT Contact:	Phone:	Email:

General Terms: The following terms apply to rental agreements.

You agree to all the terms and conditions shown below and on the reverse side of this Rental, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Rental cannot be terminated except as provided for in this Rental, except as noted on page 9 of City of Decatur RFP under "TERMINATION OF CONTRACT". You acknowledge receipt of a copy of this Rental.

This rental may not be terminated early, except as noted on page 9 of City of Decatur RFP under "TERMINATION OF CONTRACT".

1. Indemnity and Hold Harmless. To the fullest extent permitted by law, you shall and agree to indemnify the Dealer against, and hold the Dealer harmless from, any and all claims, losses, actions, suits, proceedings, costs, expenses, damages and liabilities (including but not limited to negligence, tort and strict liability), including reasonable attorneys' fees, arising out of, connected with, or resulting from the equipment or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. You shall further indemnify the Dealer and hold the Dealer harmless from all loss and damage to the equipment during the term of this Agreement.
2. Collection Charges: If any part of a payment is more than 30 days late, you agree to pay a late charge of 10% of the payment which is late or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25 for each check returned for non-sufficient funds.
3. Ownership of Equipment: We are the owner of the equipment and have title to the equipment.
4. Location of Equipment: You will keep and use the equipment only at your address shown above. You agree that the equipment will not be removed from that address unless you get our written permission in advance to move it. Maintenance, Installation and Insurance: You are responsible for protecting the equipment from damage except ordinary wear and tear and from any other kind of loss while you have the equipment. If the equipment becomes damaged, you agree to pay rental/lease payments and will be responsible for the full cost of repairing the equipment. If the equipment is lost, stolen or destroyed, you agree to purchase the equipment from us for the full list price as established by us at the time of the rental. You agree to keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof.
5. Default. You will be in default under this Agreement if you (a) fail to pay rent or make any other payment when due under this Agreement, or (b) fail to make payment when due on any other indebtedness you owe us arising independently of this Agreement, or (c) fail to perform or observe any term, covenant, promise, obligation or condition under this Agreement, or any other instrument or document executed in connection with this Agreement, or (d) you become insolvent (however defined), cease doing business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, we shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies: to declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to you; to sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any and all items of the equipment; to take possession of any or all items of equipment without demand, notice or legal process, wherever they may be located and you hereby waive any and all damages occasioned by such taking of possession and any said taking of possession shall not constitute a termination of this Agreement as to any or all items of equipment unless we expressly so notify you in writing; to terminate this Agreement as to any or all items of equipment; and to pursue any other remedy at law or in equity.
6. No Waiver, Severability. The failure of one party to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be a waiver by such party to enforce such term provision or any other term or provision of this Agreement. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
7. Facsimile Signatures. You agree that a facsimile copy of this Agreement bearing authorized signatures may be treated as an original.
8. You authorize us to change your payment amount in the event you choose to add additional accessories after initial installation. We will send you notice of any such changes.
9. Attorney's fees and costs. If we have to take possession of the equipment, you agree to pay the cost of repossession.
10. This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within Sangamon County, Illinois.
11. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.

CITY OF DECATUR SCHEDULE A
Equipment Listing Financed with Service/Supply Support

City's Civic Center	
1 Gary K. Anderson Plaza, Decatur IL 62523 1005	
Quantity	
2	Kyocera M3040idn PF320 - 500 sheet drawer
4	PF 100 - 250 sheet drawer
4	Kyocera M3040idn
1	Kyocera M3040idn
2	Kyocera M6035cidn
2	Kyocera TA-3051ci DP770 - Reversing Document Processor DF790 - 4,000-sheet paper capacity
3	Kyocera TA-3051ci DP770 - Reversing Document Processor 1503N62US1 - Fax 855D200605 - Stand
1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand
Transit Center Admin	
Decatur Mass Transit Admin	
355 E Wood St, Decatur, IL 62523	
Quantity	
1	Kyocera M3040idn
1	Kyocera M6035cidn
Transit Center	
Decatur Public Transit	
555 E Wood St, Decatur, IL 62523	
Quantity	
1	Kyocera M3040idn
1	Kyocera M6035cidn
Water Production Division	
South Water Treatment Plant	
1155 S. Martin Luther King Jr. Dr. Decatur, IL 62523	
Quantity	
1	Kyocera TA-3010i DP770 - Reversing Document Processor 855D200656 - Stand
1	Kyocera TA-3051ci DP770 Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax

CITY OF DECATUR SCHEDULE A
Equipment Listing Financed with Service/Supply Support

Municipal Service Center	
Includes Water Services, Fleet, and Public Works	
2600 N. Jasper St. Decatur, IL 62526	
Quantity	
3	Kyocera M6035cidn
1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax
1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax
Lake Office	
(Located in Nelson Park)	
2203 E. Lake Shore Dr. Decatur, IL 62526	
Quantity	
1	Kyocera M6535cidn
Fire Station One	
Decatur Fire Department	
1415 N. Water St, Decatur IL 62526	
Quantity	
1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax
1	Kyocera M6035cidn
2	Kyocera M3040idn
Fire Station Two	
Decatur Fire Department	
2707 E William St, Decatur IL 62521-1573	
Quantity	
1	Kyocera M6535cidn
Fire Station Three	
Decatur Fire Department	
1308 W Eldorado St, Decatur IL 62522	
Quantity	
1	Kyocera M6535cidn
Fire Station Four	
Decatur Fire Department	
2760 N 22nd St, Decatur IL 62526-2102	
Quantity	
1	Kyocera M6535cidn

CITY OF DECATUR SCHEDULE A
Equipment Listing Financed with Service/Supply Support

Fire Station Five	
Decatur Fire Department	
225 E Christine Dr, Decatur IL 62526-2308	
Quantity	
1	Kyocera M6535cidn
Fire Station Six	
Decatur Fire Department	
1880 S State Route 51, Decatur IL 62521-4019	
Quantity	
1	Kyocera M6535cidn
Fire Station Seven	
Decatur Fire Department	
1250 S Airport Rd, Decatur IL, 62521-8777	
Quantity	
1	Kyocera M6535cidn
Dispatch	
Law Enforcement Center	
333 South Franklin Decatur IL. 62523	
Quantity	
1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax
1	Kyocera M3040idn
Decatur Police Department	
707 W South Side Dr, Decatur, IL 62521	
Office Hours ± 8:00am to 5:00pm Weekdays	
Quantity	
3	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax DF770 - 1,000 Sheet Finisher
3	Kyocera M6035cidn
10	Kyocera M3040idn

CITY OF DECATUR SCHEDULE B
Customer Owned Equipment with Service/Supply Support

City's Civic Center	
1 Gary K Anderson Plaza, Decatur IL 62523 1005	
Quantity	Type of Printer
1	HP Laser Jet 400 color M451dn
1	Xerox Phaser 7760DN
1	LaserJet 600 M602
3	HP LaserJet 4300
1	HP 4350TN
1	DR-6010c Image Formula Scanners
1	DR-G1100 Image Formula Scanners
1	DR-5010c Image Formula Scanners
2	DR-7550c Image Formula Scanners
12	
Water Production Division	
South Water Treatment Plant	
1155 S. Martin Luther King Jr. Dr. Decatur, IL 62523	
Quantity	Type of Printer
1	LaserJet 400 M451
Decatur Police Department	
707 W South Side Dr, Decatur, IL 62521	
Quantity	Type of Printer
2	HP LaserJet 400 M451
1	Dell 2150cn Printer
3	DR-6010C Image Formula Scanners
1	DR-7550C Image Formula Scanner

Midwest Meter, Inc
P.O. Box 318
Edinburg, IL 62531
Phone: 1-800-634-4746
Fax: (217) 623-4216

Quotation

Customer
Name Mr. Randy Miller, City of Decatur
Address 1 Civic Center Plaza
City Decatur State IL ZIP 62523-1196
Phone 217-875-5704

Misc.
Date 7/8/2015
Terms Net 30
Delivery 4-6 weeks
FOB Edinburg, IL

Qty	Description	Unit Price	TOTAL
50	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" (1/2" x 7-1/2"), Cast Iron Bottom, Less Connections, HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid (Black) Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire	\$80.80	\$ 4,040.00
50	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" x 3/4"-3/4" bore, (3/4x7-1/2) Cast Iron Bottom, Less Connections, HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid (Black) Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire	\$80.80	\$ 4,040.00
50	Registration for, RCDL M25 Disc Meter, 5/8", HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid, (Black), Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire	\$46.71	\$ 2,335.50
5	RCDL M120 Disc Meter, 1-1/2", HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid, (Black), Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire, Elliptical Short, 12-5/8"	\$432.69	\$ 2,163.45
5	RCDL M120 Disc Meter, 1-1/2", HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid, (Black), Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire, Hex, 12-5/8"	\$419.44	\$ 2,097.20
5	RCDL M170 Disc Meter, 2", HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid, (Black), Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire, Elliptical Short, 15-1/4"	\$625.44	\$ 3,127.20
5	RCDL M170 Disc Meter, 2", HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid, (Black), Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire, Hex, 15-1/4"	\$599.44	\$ 2,997.20
5	RCDL T160 Turbo Series Meter, 1-1/2", HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid, (Black), Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire, Elliptical	\$711.00	\$ 3,555.00
5	RCDL T200 Turbo Series Meter, 2", HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid, (Black), Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire, Elliptical	\$732.00	\$ 3,660.00
5	RCDL T200 Turbo Series Meter, 2", HRE, Cubic Feet, 6 Dial - (1 Ft3), Plastic Shroud / Plastic Lid, (Black), Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 25 Ft Wire, Round	\$732.00	\$ 3,660.00
Total		\$	31,675.55

Sales Rep

Name Michael Bell
217-273-1991 cell
mike@midwest-meter.com
800-634-4746 office
217-623-4216 fax

EFFECTIVE THRU 3/31/2016

Prices are firm for acceptance within 30-days, and an order placed within that time period will indicate acceptance.
Prices are subject to change without notice unless specifically stated in this quotation.

Thank you for your business!



COPY SYSTEMS, INC.

"where service is more than a promise"

Corporate Office
2860 Stanton Avenue
Springfield, IL 62703
(217) 529-6697
www.wattscopy.com

Equipment Rental Agreement Managed Print Services Contract

Deliver To:
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(and various locations)

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Decatur, IL 62523

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

Date: July 9, 2015

CUSTOMER NO.
300193

CUSTOMER P.O. NO.

REPRESENTATIVE
P. Gilley/sac

ORDERED

PRODUCT NO.

DESCRIPTION

UNIT PRICE

AMOUNT

See SCHEDULE A for machines financed with service/supply support under this agreement.
See SCHEDULE B for customer owned equipment with service/supply support under this agreement. Refer to Watts RFP response for details on service coverages on these owned devices.

This contract shall abide by all terms and conditions as outlined in the City of Decatur RFP for Managed Copier and Printer Services, dated May 15, 2015, and as such, that RFP is included as part of this contract as Addendum 1. Terms and conditions of this RFP supersede all other terms and conditions outlined in this Rental Agreement.

This contract includes pay off and termination of existing Watts Leases # 5761 and # 6615.

Term and Payment Schedule:

Number of Months: 60
Monthly Rental Payment: \$2,275.00

Color Desktop Units (M6035cidn, M6535cidn, existing HP 451dn printers)

Black/White Cost-per-Image \$.0129/image
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Color Cost-per-Image \$.039/image

Program includes all service, parts, labor, mileage, drums, fuser rollers, black/color toner, black/color developer, and preventative maintenance.

Payments are due Monthly

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED
CORPORATE OFFICER, PARTNER, OR PROPRIETOR)

City Manager 8/3/2015

TITLE

DATE

SIGNATURE - ACCEPTED BY WATTS COPY SYSTEMS, INC.

PATRICK J. GILLEY 8-17-15

PRINT NAME

Decision Maker:	Phone:	Email:
Accounting:	Phone:	Email:
Key Op:	Phone:	Email:
IT Contact:	Phone:	Email:

Debbie Bright
Attested by City Clerk, Debbie Bright

General Terms: The following terms apply to rental agreements.

You agree to all the terms and conditions shown below and on the reverse side of this Rental, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Rental cannot be terminated except as provided for in this Rental, except as noted on page 9 of City of Decatur RFP under "TERMINATION OF CONTRACT". You acknowledge receipt of a copy of this Rental.

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6. No Waiver, Severability. The failure of one party to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be a waiver by such party to enforce such term provision or any other term or provision of this Agreement. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
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CITY OF DECATUR SCHEDULE A
Equipment Listing Financed with Service/Supply Support

City's Civic Center	
1 Gary K Anderson Plaza, Decatur IL 62523 1005	
Quantity	
2	Kyocera M3040idn PF320 - 500 sheet drawer
4	PF 100 - 250 sheet drawer
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1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand
Transit Center Admin	
Decatur Mass Transit Admin	
355 E Wood St, Decatur, IL 62523	
Quantity	
1	Kyocera M3040idn
1	Kyocera M6035cidn
Transit Center	
Decatur Public Transit	
555 E Wood St, Decatur, IL 62523	
Quantity	
1	Kyocera M3040idn
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Water Production Division	
South Water Treatment Plant	
1155 S. Martin Luther King Jr. Dr. Decatur, IL 62523	
Quantity	
1	Kyocera TA-3010i DP770 - Reversing Document Processor 855D200656 - Stand
1	Kyocera TA-3051ci DP770 Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax

CITY OF DECATUR SCHEDULE A
Equipment Listing Financed with Service/Supply Support

Municipal Service Center	
Includes Water Services, Fleet, and Public Works	
2600 N. Jasper St. Decatur, IL 62526	
Quantity	
3	Kyocera M6035cidn
1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax
1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax
Lake Office	
(Located in Nelson Park)	
2203 E. Lake Shore Dr. Decatur, IL 62526	
Quantity	
1	Kyocera M6535cidn
Fire Station One	
Decatur Fire Department	
1415 N. Water St, Decatur IL 62526	
Quantity	
1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax
1	Kyocera M6035cidn
2	Kyocera M3040idn
Fire Station Two	
Decatur Fire Department	
2707 E William St, Decatur IL 62521-1573	
Quantity	
1	Kyocera M6535cidn
Fire Station Three	
Decatur Fire Department	
1308 W Eldorado St, Decatur IL 62522	
Quantity	
1	Kyocera M6535cidn
Fire Station Four	
Decatur Fire Department	
2760 N 22nd St, Decatur IL 62526-2102	
Quantity	
1	Kyocera M6535cidn

CITY OF DECATUR SCHEDULE A
Equipment Listing Financed with Service/Supply Support

Fire Station Five	
Decatur Fire Department	
225 E Christine Dr, Decatur IL 62526-2308	
Quantity	
1	Kyocera M6535cidn
Fire Station Six	
Decatur Fire Department	
1880 S State Route 51, Decatur IL 62521-4019	
Quantity	
1	Kyocera M6535cidn
Fire Station Seven	
Decatur Fire Department	
1250 S Airport Rd, Decatur IL, 62521-8777	
Quantity	
1	Kyocera M6535cidn
Dispatch	
Law Enforcement Center	
333 South Franklin Decatur IL. 62523	
Quantity	
1	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax
1	Kyocera M3040idn
Decatur Police Department	
707 W South Side Dr, Decatur, IL 62521	
Office Hours ± 8:00am to 5:00pm Weekdays	
Quantity	
3	Kyocera TA-3051ci DP770 - Reversing Document Processor 855D200605 - Stand 1053N62US1 - Fax DF770 - 1,000 Sheet Finisher
3	Kyocera M6035cidn
10	Kyocera M3040idn

CITY OF DECATUR SCHEDULE B
Customer Owned Equipment with Service/Supply Support

City's Civic Center	
1 Gary K Anderson Plaza, Decatur IL 62523 1005	
Quantity	Type of Printer
1	HP Laser Jet 400 color M451dn
1	Xerox Phaser 7760DN
1	LaserJet 600 M602
3	HP LaserJet 4300
1	HP 4350TN
1	DR-6010c Image Formula Scanners
1	DR-G1100 Image Formula Scanners
1	DR-5010c Image Formula Scanners
2	DR-7550c Image Formula Scanners
12	
Water Production Division	
South Water Treatment Plant	
1155 S. Martin Luther King Jr. Dr. Decatur, IL 62523	
Quantity	Type of Printer
1	LaserJet 400 M451
Decatur Police Department	
707 W South Side Dr, Decatur, IL 62521	
Quantity	Type of Printer
2	HP LaserJet 400 M451
1	Dell 2150cn Printer
3	DR-6010C Image Formula Scanners
1	DR-7550C Image Formula Scanner

Equipment **Rental Contract Extension** Agreement Managed Print Services Contract



COPY SYSTEMS, INC.

"where service is more than a promise"

Corporate Office
2860 Stanton Avenue
Springfield, IL 62703
(217) 529-6697
www.wattscopy.com

Deliver To:
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 6252
(and various locations)

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

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

Date: June 18, 2020

CUSTOMER NO.
300238

CUSTOMER P.O. NO.

REPRESENTATIVE
P. Gilley/smg

ORDERED

PRODUCT NO.

DESCRIPTION

UNIT PRICE

AMOUNT

See SCHEDULE A for leased machines with service/supply support under this agreement. Also includes customer owned equipment with service/supply support under this agreement. Refer to Watts RFP response for details on service coverages on these owned devices.

This contract shall abide by all terms and conditions as outlined in the City of Decatur RFP for Managed Copier and Printer Services, dated May 15, 2015, and as such, that RFP is included as part of this contract as Addendum 1. Terms and conditions of this RFP supersede all other terms and conditions outlined in this Rental Agreement.

Term and Payment Schedule:

Number of Months: 36 months starting 09/25/2020
Monthly Rental Payment: \$2,120.00

Color Desktop Units (M6035cidn, M6535cidn, existing HP 451dn printers)

Black/White Cost-per-Image \$.0129/image
Color Cost-per-Image \$.055/image

All other Units (M3040idn, TA-3010i, TA-3051ci, existing remaining B/W Printers)

Black/White Cost-per-Image \$.0052/image
Color Cost-per-Image \$.039/image

Program includes all service, parts, labor, mileage, drums, fuser rollers, black/color toner, black/color developer, and preventative maintenance.

Payments are due **Monthly**

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED
CORPORATE OFFICER, PARTNER, OR PROPRIETOR)

SIGNATURE – ACCEPTED BY WATTS COPY SYSTEMS, INC.

TITLE

DATE

PRINT NAME

Decision Maker: Jim Edwards	Phone: 217450-2236	Email: jedwards@decaturil.gov
Accounting:	Phone:	Email:
Key Op:	Phone:	Email:
IT Contact:	Phone:	Email:

General Terms: The following terms apply to rental agreements.

You agree to all the terms and conditions shown below and on the reverse side of this Rental, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Rental cannot be terminated except as provided for in this Rental, except as noted on page 9 of City of Decatur RFP under "TERMINATION OF CONTRACT". You acknowledge receipt of a copy of this Rental.

This rental may not be terminated early, except as noted on page 9 of City of Decatur RFP under "TERMINATION OF CONTRACT".

1. Indemnity and Hold Harmless. To the fullest extent permitted by law, you shall and agree to indemnify the Dealer against, and hold the Dealer harmless from, any and all claims, losses, actions, suits, proceedings, costs, expenses, damages and liabilities (including but not limited to negligence, tort and strict liability), including reasonable attorneys' fees, arising out of, connected with, or resulting from the equipment or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. You shall further indemnify the Dealer and hold the Dealer harmless from all loss and damage to the equipment during the term of this Agreement.
2. Collection Charges: If any part of a payment is more than 30 days late, you agree to pay a late charge of 10% of the payment which is late or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25 for each check returned for non-sufficient.
3. Ownership of Equipment: We are the owner of the equipment and have title to the equipment.
4. Location of Equipment: You will keep and use the equipment only at your address shown above. You agree that the equipment will not be removed from that address unless you get our written permission in advance to move it. Maintenance, Installation and Insurance: You are responsible for protecting the equipment from damage except ordinary wear and tear and from any other kind of loss while you have the equipment. If the equipment becomes damaged, you agree to pay rental/lease payments and will be responsible for the full cost of repairing the equipment. If the equipment is lost, stolen or destroyed, you agree to purchase the equipment from us for the full list price as established by us at the time of the rental. You agree to keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof.
5. Default. You will be in default under this Agreement if you (a) fail to pay rent or make any other payment when due under this Agreement, or (b) fail to make payment when due on any other indebtedness you owe us arising independently of this Agreement, or (c) fail to perform or observe any term, covenant, promise, obligation or condition under this Agreement, or any other instrument or document executed in connection with this Agreement, or (d) you become insolvent (however defined), cease doing business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, we shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies: to declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to you; to sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any and all items of the equipment; to take possession of any or all items of equipment without demand, notice or legal process, wherever they may be located and you hereby waive any and all damages occasioned by such taking of possession and any said taking of possession shall not constitute a termination of this Agreement as to any or all items of equipment unless we expressly so notify you in writing; to terminate this Agreement as to any or all items of equipment; and to pursue any other remedy at law or in equity.
6. No Waiver; Severability. The failure of one party to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be a waiver by such party to enforce such term provision or any other term or provision of this Agreement. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
7. Facsimile Signatures. You agree that a facsimile copy of this Agreement bearing authorized signatures may be treated as an original.
8. You authorize us to change your payment amount in the event you choose to add additional accessories after initial installation. We will send you notice of any such changes.
9. Attorney's fees and costs. If we have to take possession of the equipment, you agree to pay the cost of repossession.
10. This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within Sangamon County, Illinois.
11. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.



6/18/2020

Contract Addendum 2 to Agreement #7410-02

Upon acceptance of this 36-month contract extension by the City of Decatur, with an effective start date of 9/25/2020, Watts agrees offer the following incentives to the City of Decatur:

- No Escalation of Per-Click Image Rates: Watts will agree to maintain the same per-click image rates as in the current master contract for the duration of the contract extension. This would lock these rates in for the city for a total of 8 years.
- Credit Incentive: Upon acceptance of this contract extension option, Watts will agree to apply a credit in the amount of \$4500 towards the final quarterly invoice on the master contract (July 2020) to reduce the city's contract cost as tax revenues have declined due to COVID-19.

Provision for reliability and performance for term of contract extension:

Watts Copy Systems, Inc. agrees to keep all equipment in proper working order, without excessive service issues for the term of the extension. In the event any machine has ongoing service issues that cannot be resolved timely, Watts agrees to replace the machine with a like or better unit. Such replacements will be under the same costs as the model replaced and be coterminous with the extension.

Provision for upgrades/downgrades as department's needs may change:

Watts Copy Systems, Inc. agrees to allow city departments/agencies to change equipment type if their needs change during the contract extension. This will include the ability for departments to add accessories to their existing machine, upgrade their machine, or downgrade their machine in the event of reduction of use, reduction of staffing or other circumstances. These changes (add-on's, upgrades, and downgrades) will result in the monthly payment for that specific machine being changed proportionately for the remainder of the contract extension. For example, if a department requested to upgrade from a compact machine to a full system, their payment would be increased by the difference in the monthly payment of the two models, for the remainder of the contract extension. All changes would be coterminous with the contract extension.

Provision to remove equipment due to closures/consolidations:

Watts Copy Systems, Inc. agrees that at any time during this contract extension, the city may cancel any machine located in an area that ceases operation, is consolidated into another area, or has a significant reduction in workflow, resulting in the need to eliminate a machine. Such cancellations would require 30-days' notice and would be removed from the monthly invoice for the duration of the contract extension.

Provision for equipment additions:

Watts Copy Systems, Inc. agrees that the city may add equipment during this contract extension, due to growth, relocations, or expansion. Machines added by the city would fall under the same terms, conditions, and costs as outlined in the contract. All machine additions would remain coterminous with the contract extension.

Watts Copy Systems, Inc.

City of Decatur

Signature

Signature

Title

Title

Date

Date

City of Decatur Schedule A

06/18/20

Equip ID	Model	Customer name	Address	Location
R5361	Kyocera P2135dn Printer	City of Decatur Civic Center	1 Gary K Anderson Plaza	Council Meeting Room
R5460	Sharp MX-3115N Color System 3 x 500-sheets Postscript Inner Finisher Fax System	City of Decatur Civic Center	1 Gary K Anderson Plaza	Civic Center Management Office
R5880	Kyocera TA3051ci Color System 2 x 1,500-sheets 100-sheet RADP Fax System 1K Finisher	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Executive Hall
R5895	Kyocera P2135dn Printer 1 x 250-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Legal Secretary 1
R5896	Kyocera P2135dn Printer 1 x 250-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Legal Secretary 2
R5897	Kyocera TA3051ci Color System Stand Job Separator Tray 100-sheet RADF Fax System	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Engineering Hall
R5898	Kyocera TA3051ci Color System Stand 100-sheet RADP 1K Finisher	City of Decatur Civic Center	1 Gary K Anderson Plaza	1st Floor Purchasing
R5899	Kyocera TA3051ci Color System Stand 100-sheet RADP Fax System 1K Finisher 2 x 1,500-sheets	City of Decatur Civic Center	1 Gary K Anderson Plaza	Economic and Community Development
R5901	Kyocera TA3051ci Color System Stand 100-sheet RADP Fax System 1K Finisher	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd FI Human Resources Common Area
R5902	Kyocera TA3051ci Color System 2 x 1,500-sheets 100-sheet RADP Fax System	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Finance/Water Billing
R5951	Kyocera TA3051ci Color System 2 x 1,500-sheets Fax System 100-sheet RADP 1K Finisher Job Separator Tray	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Licensing Office
R6206	Kyocera P2135dn Printer 1 x 250-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Legal Wendy Morthland Office
R6214	Kyocera P2135dn Printer	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd FI Neighborhood Development Head
R7130	Kyocera P3260dn Printer 2,000-sheet LC Tray Stand	City of Decatur Water Billing	1 Gary K Anderson Plaza	2nd Floor Water Billing
W0847	Kyocera P6030CDN Printer	City of Decatur Engineering	1 Gary K Anderson Plaza	Engineering Dept
W0947	HP M602 Printer	City of Decatur Water Billing	1 Gary K Anderson Plaza	WATER BILLING-
W1574	Kyocera M3040idn MFP 1 x 500-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor City Counsel Video Room
W1575	Kyocera M3040idn MFP 1 x 500-sheet	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Water Billing Window
W1576	Kyocera M3040idn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Payroll
W2070	Kyocera M3040idn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor City Managers Office 424-2801
W2071	Kyocera M3040idn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd FI Developmental Services
W2073	Kyocera M6035cidn MFP 2 x 500-sheet Stand	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Risk Management

W2108	DRG1100 Cannon Scanner	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor City Clerk
W2110	DR5010c Cannon Scanner	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd FL Engineering
W2111	DR7550c Cannon Scanner	City of Decatur Civic Center	1 Gary K Anderson Plaza	Finance - Water Billing
W2119	Xerox 7760dn	City of Decatur Civic Center	1 Gary K Anderson Plaza	Neighborhood Development
W2120	DR7550c Cannon Scanner	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Legal
W2121	HP M451dw Printer	City of Decatur Civic Center	1 Gary K Anderson Plaza	3rd Floor Neighborhood Standards Office
	Kyocera M6035cidn MFP PinPoint Scan Cloud Connect 32GB Memory			
W2934		City of Decatur Civic Center	1 Gary K Anderson Plaza	Clerks Office
W3124	Kyocera M2035dn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	Civic Center 2nd Floor Cashiers Office
W3125	Kyocera M2035dn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	Civic Center 2nd Floor Cashiers Office
W3166	Kyocera M2035dn MFP	City of Decatur Civic Center	1 Gary K Anderson Plaza	Civic Center 2nd Floor Cashiers Office
W3720	HP M606dn Printer	City of Decatur Civic Center	1 Gary K Anderson Plaza	2nd Floor Finance
	Kyocera P3045dn Printer 2 x 500-sheet			
W4463		City of Decatur Civic Center	1 Gary K Anderson Plaza	Finance AP
	Kyocera P3260dn Printer 2,000-sheet LC Tray Stand			
W6507		City of Decatur Water Billing	1 Gary K Anderson Plaza	2nd Floor Water Billing
	Kyocera TA3051ci Color System 1K Finisher 100-sheet RADP Fax System Job Separator Tray Stand			
R5911		City of Decatur Water Department	1155 S Martin Luther King Jr Dr	Wiring Closet
W2081	Kyocera M3040idn MFP	City of Decatur Water Department	1155 S Martin Luther King Jr Dr	Secretary
W2099	HP M451nw Printer	City of Decatur Water Department	1155 S Martin Luther King Jr Dr	South Treatment Plant SCATA Operations
W2086	Kyocera M6535cidn MFP	City of Decatur Fire Station #7	1250 S Airport Rd	Common Area
W1989	Kyocera M6535cidn MFP	City of Decatur Fire Station #3	1308 W Eldorado	Common Area
	Kyocera TA3051ci Color System Stand Job Separator Tray 100-sheet RADF Fax System			
R5882		City of Decatur Fire Station #1	1415 N Water St	Front Desk
W1827	Kyocera M3040idn MFP	City of Decatur Fire Station #1	1415 N Water St	Light Duty
W1828	Kyocera M3040idn MFP	City of Decatur Fire Station #1	1415 N Water St	Battalion Chief's Office
W2085	Kyocera M6035cidn MFP	City of Decatur Fire Station #1	1415 N Water St	Operations
W2087	Kyocera M6535cidn MFP	City of Decatur Fire Station #6	1880 S State Rte 51	Common Area
W1931	Kyocera M6535cidn MFP	City of Decatur Lake Office	2203 Lakeshore Dr	Nelson Park
W2088	Kyocera M6535cidn MFP	City of Decatur Fire Station #5	225 E Christine	Common Area
	Kyocera TA3051ci Color System 100-sheet RADP Stand Fax System Job Separator Tray			
R5881		City of Decatur Municipal Services Center	2600 N Jasper	South Front door. Water Services
	Kyocera TA3051ci Color System Stand Job Separator Tray 100-sheet RADF Fax System			
R5909		City of Decatur Municipal Services Center	2600 N Jasper	MSC Admin Sec
W2082	Kyocera M6035cidn MFP	City of Decatur Municipal Services Center	2600 N Jasper	Foreman's Office
W2083	Kyocera M6035cidn MFP	City of Decatur Municipal Services Center	2600 N Jasper	North side, door J
W2084	Kyocera M6035cidn MFP	City of Decatur Municipal Services Center	2600 N Jasper	Traffic Signs
W1988	Kyocera M6535cidn MFP	City of Decatur Fire Station #2	2707 E William St	Common Area
W1991	Kyocera M6535cidn MFP	City of Decatur Fire Station #4	2760 N 22nd St	Common Area
W2151	Kyocera M3040idn MFP	City of Decatur Senator Severns Transit Center	353 E William St	Supervisor Common Area
W2545	Kyocera M6535cidn MFP	City of Decatur Senator Severns Transit Center	353 E William St	Secretary Desk
	Kyocera TA3010i Stand 100-sheet RADP Fax System			
R5921		City of Decatur Transit Center Administration	555 E Wood St	Transit Admin Wiring Closet
W1826	Kyocera M6035cidn MFP	City of Decatur Transit Center Administration	555 E Wood St	Transit Admin Garage
	Kyocera CS3510i Stand 100-sheet RADP Fax System			
R5370		City of Decatur Police Department	707 W South Side Dr	Records

R5900	Kyocera TA3051ci Color System Stand 100-sheet RADP Fax System 1K Finisher Job Separator Tray	City of Decatur Police Department	707 W South Side Dr	Administration
R5907	Kyocera TA3051ci Color System Stand 100-sheet RADP Fax System Job Separator Tray	City of Decatur Police Department	707 W South Side Dr	Investigations
R5908	Kyocera TA3051ci Color System Stand 100-sheet RADP Fax System 1K Finisher Job Separator Tray 2 x 1,500-sheet Paper	City of Decatur Police Department	707 W South Side Dr	Mailroom
R5944	Dell 2130cn Printer	City of Decatur Police Department	707 W South Side Dr	DPD MIS
W1823	Kyocera M6035cidn MFP	City of Decatur Police Department	707 W South Side Dr	Crime Analysis
W1824	Kyocera M6035cidn MFP	City of Decatur Police Department	707 W South Side Dr	Professional Standards
W1974	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	SGT Street Crimes
W1975	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Deputy Chief Prof Stand
W1976	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Chief of Police
W1977	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Street Crimes
W1978	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Report Room
W1979	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Prof Standards LT.
W1980	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Investigations Adult Hall
w1981	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Juvenile Hall
W1982	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Evidence
W1983	Kyocera M3040idn MFP	City of Decatur Police Department	707 W South Side Dr	Light Duty
W2072	Kyocera M6035cidn MFP	City of Decatur Police Department	707 W South Side Dr	DPD FAIT Office
W2107	DR7550c Cannon Scanner	City of Decatur Police Department	707 W South Side Dr	DPD Fola Desk
W2114	HP M451dn Printer	City of Decatur Police Department	707 W South Side Dr	DPD Teleserve
W2115	HR M451dw Printer	City of Decatur Police Department	707 W South Side Dr	DPD Records
W2116	DR6010c Cannon Scanner	City of Decatur Police Department	707 W South Side Dr	DPD Doretta Freeman's Desk
W2117	DR6010c Cannon Scanner	City of Decatur Police Department	707 W South Side Dr	DPD Ashley Kennedy's Desk
W2118	DR6010c Cannon Scanner	City of Decatur Police Department	707 W South Side Dr	DPD Julie Chenoweth's Desk

City Clerk

DATE: 6/30/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Decatur Public Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to approve the proposed Resolution approving the appointment of Susan Avery to the Decatur Public Library Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Susan Avery

Decatur Public Library Board of Trustees

7/1/2023

DATED this 6th day of July, 2020.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2020-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 6th day of July, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 6th day of July, 2020.

Julie Moore Wolfe, Mayor