Monday, May 1, 2023
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Swearing in of Mayor
2. Swearing in of New Council Member and Re-Elected Council Members
3. Roll Call
4. Pledge of Allegiance

II. Proclamations and Recognitions

III. 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.

IV. Approval of Minutes

Approval of Minutes of April 17, 2023 City Council Meeting

V. Unfinished Business

VI. New Business

1. Ordinance Approving Appointment - Mayor Pro Tempore
2. Ordinance Approving Appointment - City Clerk
3. Ordinance Approving Appointment - Treasurer
4. Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement between the City of Decatur and Having a Ball Productions for Lake Fest 2023 Event Management
5. Resolution Authorizing an Agreement with the State of Illinois for the Improvements to IL 121 from University Avenue to 0.6 miles Northwest of Interstate 72, City Project 2023-06, Section No. 23-00306-00-TL
6. Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvements to IL 121 University Avenue 0.6 Miles Northwest of Interstate 72 by Municipality Under Illinois Highway Code, City Project 2023-06 Section No. 23-00306-00-TL

7. Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 1202 E. Eldorado
8. Resolution Accepting Rush Truck Centers Invoice for Bus Engine Rebuild
9. Resolution Rescinding Resolution No. R2022-19 Accepting the Quote of Midwest Public Safety LLC for the Purchase for Six Getac B630 Computers and Associated Equipment
10. Resolution Accepting the Bid Price of CDS Office Technologies for the Purchase of Eleven New Panasonic Toughbook Computers with Associated Technology for Five Police Vehicles Purchased in February of 2022 (R2022-18) and Six Police Vehicles Approved for Purchase in January of 2023 (R2023-53)
11. Motion to Finalize the Scope of Work for the Fairview/Oakland/Grand Sewer Separation Project
12. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

    A. Resolution Approving Reappointment - City Plan Commission
    B. Resolution Approving Reappointments - Electrical Commission
    C. Resolution Approving Reappointment - Historical and Architectural Sites Commission
    D. Resolution Approving Reappointments - Police Pension Fund Board of Trustees
    E. Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent
    F. Ordinance Annexing Territory 2225 South Taylor Road
    G. Resolution Accepting Presidio Networked Solutions Group, LLC Quote for Purchase of Two Master Backbone Core Network Switches
    H. Resolution Accepting the Quote and Authorizing the Work with Christy-Foltz, Inc for Interior Painting at Transit Center 353 E. William

VII. Other Business

VIII. Adjournment

SUBJECT: Approval of Minutes of April 17, 2023 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of April 17, 2023 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, April 17, 2023

On Monday, April 17, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Pro Tempore Lisa Gregory presided, together with her being Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Dana Ray. Mayor Julie Moore Wolfe was absent. Mayor Pro Tempore Gregory declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Pro Tempore Gregory led the Pledge of Allegiance.

Mayor Pro Tempore Gregory introduced Mr. Rob VanHootegem who read a Proclamation declaring May 2023, "National Tennis Month".

Mayor Pro Tempore Gregory called for Appearance of Citizens and the following citizen provided comments to the Council: Abeer Motan.

Mayor Pro Tempore Gregory called for Approval of the Minutes.

The minutes of the April 3, 2023, City Council meeting were presented. Councilman Kuhle moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

With no Unfinished Business, Mayor Pro Tempore Gregory called for New Business.

City Manager Wrighton presented the Treasurer's Financial Report.

2023-24 Ordinance Amending City Code Chapter 51.5 Hotel Use Tax, was presented. Councilman Kuhle moved the Ordinance do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Ordinance and answered questions from Council members regarding short-term residential units.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2023-69 Sub-Recipient Agreement Between the City of Decatur, Illinois and DOVE, Inc. for Purchase and Renovation of 805 E. Johns for Transitional and Permanent Housing

Utilizing Home Investment Partnerships American Rescue Plan (Home-ARP) Funds, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

Council members applauded the efforts to provide transitional and permanent housing for the homeless.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2023-70 Sub-Recipient Agreement between the City of Decatur, Illinois and DOVE, Inc. for Supportive Services of 805 E. Johns Utilizing Home Investment Partnerships American Rescue Plan (HOME-ARP) Funds, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2023-71 Resolution Approving an Agreement with Strand Associates, Inc. for Professional Engineering Services for the Northeast Quadrant Water System Modeling Study, City Project 2023-04, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2023-72 Resolution Authorizing a Stipulated Agreement Concerning Voluntary Vacation and Permanent Closure of the William Street At-Grade Crossing with the Decatur and Eastern Illinois Railroad, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2023-73 Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc for the MUNIS Enterprise Financial Software Suite, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

R2023-74 Resolution Authorizing an Intergovernmental Agreement between Richland Community College and the City of Decatur Regarding Student Use and Transit Fares, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Horn.

Ms. Lacie Elzy, Director of Transportation Services, gave an overview of the Resolution and answered questions from Council members regarding the agreement.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

Mayor Pro Tempore Gregory called for Consent Agenda Calendar Items A. through E. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. No Council member requested to remove an item from the Consent Agenda Calendar. The Clerk read items A. through E.:

Item A. Receiving and Filing of Minutes of Board and Commissions
Item B. 2023-25 Ordinance Annexing Territory 1825 Danceland Road
Item C. R2023-75 Resolution Authorizing Action Regarding Unsafe Structures
Item D. R2023-76 Resolution Approving the Expenditure of City Funds to Purchase and Install Two (2) Emergency Warning Sirens
Item E. R2023-77 Resolution Authorizing the City Manager to Execute Modifications to the Collective Bargaining Agreement Regarding Pay, Benefits, and Work Conditions Between the Decatur Police Benevolent and Protective Association Labor Committee and the City of Decatur

Councilman Kuhle moved Items A. through E. be approved by Omnibus Vote; seconded by Councilman Horn, and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Lisa Gregory declared the motion carried.

With no other New Business, Mayor Pro Tempore Gregory called for Other Business.

With no Other Business, Mayor Pro Tempore Gregory called for adjournment. Councilman Kuhle moved the City Council meeting be adjourned, seconded by Councilman Horn and upon call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Dana Ray and Mayor Pro Tempore Gregory voted aye. Mayor Pro Tempore Gregory declared the motion carried.

Mayor Pro Tempore Gregory declared the City Council meeting adjourned at 5:59 p.m.

Approved__________
Kim Althoff
City Clerk

City Clerk

DATE: 4/17/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Ordinance Approving Appointment - Mayor Pro Tempore

SUMMARY RECOMMENDATION: Council's approval is requested of the appointment by the Mayor of the following named person to the office of Mayor Pro Tempore: Lisa Gregory.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

April 27, 2023

TO: Decatur City Council Members

FROM: Julie Moore Wolfe, Mayor

RE: Special Mayoral Appointments

Mayoral elections trigger other appointments that correspond with the term of the mayor under provisions of state law. I have proposed the following appointments, and request their confirmation by the City Council:

1. Lisa Gregory to the post of Mayor Pro-Tem
2. Kim Althoff to the post of City Clerk
3. Ruby James to the post of City Treasurer

For many years the mayor has appointed existing staff members to the positions of City Clerk and City Treasurer in the interests of efficiency, continuity and professionalism. The city manager appoints the Chief Financial Officer and head of the Finance Department; I appoint the same person to serve as the City Treasurer. The city manager appoints a staff member to handle liquor license issuance and a broad range of other administrative duties; I appoint the same person to serve as the City Clerk.

ORDINANCE NO. 2023-_____

ORDINANCE APPROVING APPOINTMENT
MAYOR PRO TEMPORE

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

Section 1. That the request for approval of appointment by the Mayor of Lisa Gregory, Mayor Pro Tempore, be received and placed on file.

Section 2. That said request be, and the same is hereby, approved, and said person be, and she is hereby, authorized and directed to be appointed to said office for the term of four years commencing May 1, 2023 and continuing to April 30, 2027 or until her respective successors is appointed and qualified.

Section 3. That the existing provisions of applicable ordinances in conflict with the provisions of this ordinance, to the extent of such conflict be, and the same are hereby modified to conform with the provisions hereof, otherwise to remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of May, 2023.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
CITY CLERK

DATE: 4/17/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Ordinance Approving Appointment - City Clerk

SUMMARY RECOMMENDATION: Council's approval is requested of the appointment by the Mayor of the following named person to the office of City Clerk: Kim Althoff.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. 2023-______

ORDINANCE APPROVING APPOINTMENT
<u>CITY CLERK</u>

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

Section 1. That the request for approval of appointment by the Mayor of Kim Althoff, City Clerk, be received and placed on file.

Section 2. That said request be, and the same is hereby, approved, and said person be, and she is hereby, authorized and directed to be appointed to said office for the term of four years commencing May 1, 2023 and continuing to April 30, 2027 or until her respective successors is appointed and qualified.

Section 3. That the existing provisions of applicable ordinances in conflict with the provisions of this ordinance, to the extent of such conflict be, and the same are hereby modified to conform with the provisions hereof, otherwise to remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of May, 2023.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
CITY CLERK

DATE: 4/17/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Ordinance Approving Appointment - Treasurer

SUMMARY RECOMMENDATION: Council's approval is requested of the appointment by the Mayor of the following named person to the office of Treasurer: Ruby F. James.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. 2023-_____

ORDINANCE APPROVING APPOINTMENT
CITY TREASURER

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

Section 1. That the request for approval of appointment by the Mayor of Ruby F. James, City Treasurer, be received and placed on file.

Section 2. That said request be, and the same is hereby, approved, and said person be, and she is hereby, authorized and directed to be appointed to said office for the term of four years commencing May 1, 2023 and continuing to April 30, 2027 or until her respective successors is appointed and qualified.

Section 3. That the existing provisions of applicable ordinances in conflict with the provisions of this ordinance, to the extent of such conflict be, and the same are hereby modified to conform with the provisions hereof, otherwise to remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of May, 2023.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
CITY CLERK

DATE: 4/27/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement between the City of Decatur and Having a Ball Productions for Lake Fest 2023 Event Management

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Centennial Lake Fest-Tentative Budget	Backup Material

April 27, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Lake Fest 2023 Event Management

Last year the city determined to celebrate the centennial of Lake Decatur. In July of 1923 the Decatur community put on a 4-day event to celebrate the completion of Lake Decatur—one of the most impactful public works projects in the city's history. The idea for creating Lake Decatur was largely the vision of A.E. Staley. For this reason, the Staley Family Foundation made a significant 4-year donation to the city two months ago (February 2023), and the City Council approved an agreement governing how the donated funds will be utilized. Approximately one-fourth of this gift will be used to conduct the Lake Fest 2023 event, rename Basin 3 to the "Staley Basin," and erect permanent signage near the lake designating the Staley Basin and narrating historical details about the lasting legacy of A.E. Staley in Decatur. The remaining three-fourths of the Staley Family Foundation's donation will be used in 2024 thru 2026 to make watershed improvements and water quality enhancements in, and adjacent to, the Staley Basin. So the costs of this July's Lake Fest 2023 are fully supported by a single event sponsor—the Staley Family Foundation. The city serves as the fiscal agent for event.

To plan, manage and coordinate the event, we have recruited Have-a-Ball Productions to make all the arrangements. They have put together the attached tentative budget. An event expenditure of this size was not anticipated by the city's 2023 budget, and it exceeds staff's spending authority. Therefore, it is requested that the City Council approve a resolution permitting the city manager to approve spending funds for Lake Fest 2023, along with an agreement with Have-a-Ball Productions containing the following provisions:

- Although security will be handled by DPD, site management will be coordinated with the Decatur Park District, and numerous entertainment and support services will be provided by multiple other event partners, Lake Fest 2023 will be managed, run and under the direction of Have-a-Ball Productions.
- Once the event budget is finalized, the city will advance half of the budget amount to Have-a-Ball Productions to be used to defray expenses of the event (advance fees, down payments, supplies, etc.). Actual documented costs for Lake Fest 2023 exceeding the amount advanced to Have-a-Ball Productions will be reimbursed to them at the conclusion of the event after a full accounting of event expenditures is approved by the city, and all approved vendors are paid.
- Permanent signage and historic display boards installed by the city in accordance with terms of the agreement with the Staley Family Foundation will be outside the scope of the Have-a-Ball Productions agreement and are not included in the event budget.

RESOLUTION NO. R2023- __________

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE TERMS AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF DECATUR AND HAVING A BALL PRODUCTIONS FOR LAKE FEST 2023 EVENT MANAGEMENT

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

Section 1. That the City Manager is authorized to negotiate terms and execute an agreement between the City of Decatur and Having a Ball Productions for Lake Fest 2023 Event Management.

Section 2. That the City Manager is hereby, authorized and directed to sign such agreement for Lake Fest 2023 Event Management.

PRESENTED AND ADOPTED this 1st day of May 2023.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

EVENT: Centennial Lake Fest — **TENATIVE BUDGET**
SITE: Basin 2 Waterfront — **July 7, 8, & 9th 2023**

ACTIVITY:	**AMOUNT**
Event Services: Having A Ball	10,000.00
Production-Stage, video wall, lights, sound, film and staffing-Premier AV	20,000.00
Event Infrastructure/Operations:	
Park District Services	12,000.00
Security	10,000.00
Restroom Facilities/Hand Washing Stations	4,500.00
Tent (s) Furniture Rentals	10,000.00
Photography – B roll, event coverage	1,000.00
Entertainment:	
Guinness Book of World Records-Event, on-site staff & verification	18,000.00
Plastic Bottle Boat Activity-materials	500.00
Lighted Boat Parade	500.00
Fun Run	800.00
Fishing Competitions	500.00
Sailboat Regatta	500.00
Art Fair: Caricatures, face painting, henna, etc.	2,000.00
Mobile History Museum	2,000.00
Hover Surf Boards	500.00
Mobile children's museum, chalk art, mechanical bull, axe throwing	2,000.00
Music: 13 hours at 2 stages and bagpipes for opening Ceremonies	10,000.00
Media & Marketing:	
Printed Materials	2,000.00
Signage for Festival Site	3,000.00
Media Advertising-radio, TV, Print, Billboards, Buses	18,200.00
Grand Total	**128,000.00**

DATE: 4/21/2023

MEMO: 2023-41

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

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

SUBJECT:
Resolution Authorizing an agreement with the State of Illinois for the Improvements to IL 121 from University Avenue to 0.6 miles Northwest of Interstate 72, City Project 2023-06, Section No. 23-00306-00-TL.

SUMMARY RECOMMENDATION:
It is recommended that the City Council adopt the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items related to the improvements of IL 121 from University Avenue to 0.6 miles Northwest of Interstate 72.

1. Resolution authorizing an agreement with the State of Illinois for the improvements of IL 121 including pavement, traffic signals, sidewalks and curb and gutter. The Agreement is for $25,000 and is capped at 125% of the estimated costs for traffic signal replacement at University Avenue. This Resolution is Exhibit A in the City-State Agreement.

2. Resolution appropriating $25,000 in State Motor Fuel Tax (MFT) Funds to pay for the City's portion of the improvements as outlined in the City-State Agreement.

BACKGROUND:
State funding has been allocated for the improvement of IL 121 from University Avenue to 0.6 miles Northwest of Intersection 72. The work consists of patching and asphalt overlay of the existing concrete pavement. Curb and medians will be adjusted for the new pavement elevation. The State will be using federal safety funds to cover 80% of the traffic signal replacement cost at IL 121 and University Avenue. The remaining 20% is split between the State and the City 50-50 as per the traffic signal master agreement.

The State will be funding all other project costs. The total project cost is estimated at $7,733,700.

City-State Agreement

The City - State Agreement includes the following items:

1. Clauses 3 and 4 state that the City will pass a resolution appropriating sufficient funds for the project. The estimated cost is identified as $20,100 with a provision to provide the additional funds necessary to cover the actual costs. IDOT policy limits costs relating to traffic signal improvements to not exceed 125% of the estimated cost. The City proposes to use $25,000 in State Motor Fuel Tax funds to pay for its share of the traffic signal cost which includes the 125% max traffic signal costs.

2. Clause 5 relates to the City's requirement for no parking on IL 121. City Code Chapter 34, Section 32 covers the requirements in this section.

3. Clause 6 relates to the storm water ordinance put in place by the City to prohibit the discharge of sanitary waste in the storm sewer system.

4. Clause 7 relates to regulating encroachments on the public right-of-way.

5. Clause 9 through Clause 11 relates to utilities in the right-of-way and utility relocation requirements. There are no utility relocations expected for this project.

6. Clause 12 Clause 16 outline the maintenance responsibilities of the City and the State for the roadway and other items within the right of way, including storm sewers, sidewalks, and traffic signals. This language is similar to previous City-State agreements entered into for IL 121.

The final plans are on file at the Public Works Department. The final plans will be approved by the Public Works Department prior to bidding by the State.

SCHEDULE: It is anticipated that work will begin this summer with final completion in 2024.

PRIOR COUNCIL ACTION:
There have been no prior Council actions on this item.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:
Budget Operating Funds: Funding for the proposed project will be $25,000 from State MFT funds.

Staffing Impact: The Illinois Department of Transportation will manage this project. There will be limited City staff involvement.

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with the State of Illinois for the Improvements to IL 121 from University Avenue to 0.6 miles Northwest of Interstate 72, City Project 2023-06, Section No. 23-00306-00-TL	Resolution Letter

RESOLUTION NO. ____________

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS FOR IMPROVEMENTS TO IL 121 FROM UNIVERSITY AVENUE TO 0.6 MILES NORTHWEST OF INTERSTATE 72
CITY PROJECT 2023-06
SECTION NO. 23-00306-00-TL

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 320 (IL 121), known as State Section 135RS-4 from 0.6 miles northwest of Interstate 72 southeast to University Avenue in Decatur and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement;

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the Improvements of FAP 320 (IL 121) is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of $25,000.

Section 3. That the CITY OF DECATUR has hereby appropriated the sum of Twenty Five Thousand Dollars ($25,000) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT.

Section 4. That upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating cost of the FA projects) in a lump sum, upon completion of the project based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be sufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of May, 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, Kim L. Althoff, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on May 1, 2023

____
Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

____ ____________________
Jeffrey P. Myers, P.E. Date
Region Four Engineer

FAP 320 (IL 121)
Section: 135RS-4
CITY Section: 23-00306-00-TL
Macon County
Job No.: C-97-119-10
Agreement No.: JN 723 011
Contract No.: 74477

AGREEMENT

This agreement entered into this ____ day of __________, A.D., 2023, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF DECATUR, in the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 14,343 feet (2.7 miles) of FAP 320 (IL 121), State Section 135RS-4, CITY Section 23-00306-00-TL from 0.6 miles northwest of Interstate 72 southeast to its intersection with University Avenue in Decatur, by milling and resurfacing, patching, constructing Americans with Disabilities Act (ADA) compliant curb ramps, modernizing existing traffic signal systems and by performing all other work necessary to complete the section in accordance with the approved plans and specifications; and

WHEREAS, the improvements to FAP 320 (IL 121) shall consist of:

1. 3,000 FEET NORTHWEST OF INTERSTATE 72 TO 750 FEET NORTHWEST OF INTERSTATE 72: This portion of the project is not within the CITY limits of Decatur and are not discussed in this agreement.

2. 750 FEET NORTHWEST OF INTERSTATE 72 TO EAST OF UNIVERSITY AVENUE: Patch and construct hot-mix asphalt overlay on the existing variable pavement width, providing for four 12-foot wide through traffic lanes, two in each direction, as well as 12-foot wide and variable left and right turn lanes and 8-foot wide asphalt shoulders (where adjacent curb and gutter is present; 10-foot wide asphalt shoulders where no adjacent curb and gutter is present); remove and replace the existing 22-foot and variable non-mountable curbed

concrete medians as well as combination concrete curb and gutter adjacent to FAP 320; improve curb ramps crossing FAP 320 (IL 121), as well as side street approaches adjacent to said route, to comply with the Americans with Disabilities Act (ADA); modernize existing traffic signals at the intersection of FAP 320 (IL 121) with University Avenue.

and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to CITY residents and permanent in nature;

NOW, THERFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.

2. The STATE agrees to pay for all right-of-way, construction and engineering costs, subject to reimbursement by the CITY as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	**FEDERAL**		**STATE**		**CITY**		**Total**
	Cost	**%**	**Cost**	**%**	**Cost**	**%**	
All construction costs excluding the following:	$5,240,000	80	$1,310,000	20	$ 0	NA	$6,550,000
Traffic Signals at University Avenue	$140,000	80	$17,500	10	$17,500	10	$175,000
Subtotal	*$5,380,000*		*$1,327,500*		*$17,500*		*$6,725,000*
P&C Engineering (15%)	$807,000		$199,100		$2,600		$1,008,700

Total	***$6,187,000***		***$1,526,600***		***$20,100***		***$7,733,700***

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities by the contract unit prices plus 15% for construction and preliminary engineering. Participation toward traffic signals shown above shall not exceed $25,000 which represents 125% of their estimated construction and engineering cost.

4. The CITY shall pass a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which shall be attached hereto as “Exhibit A” and made a part hereof.

   The CITY further agrees that upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the CITY, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA projects) in a lump sum, upon completion of the project based upon final costs.

   The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in “Exhibit A” proves to be insufficient, to cover said cost.

5. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as “Exhibit B”, and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage

and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit C".

7. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

   The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit D".

8. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Route without the consent of the STATE.

9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

10. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities of Right of Way, 92 Ill. Adm. Code 530. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.

12. Upon final field inspection of the improvement and so long as IL 121 is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the four (4) through traffic lanes lying two (2) on either side of the median and the left-turn and

right-turn lanes, each lane being 12-feet and variable in width, the curb and gutter, guardrail, stabilized shoulders and open ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.

13. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore. The CITY shall continue to maintain or cause to be maintained the storm sewers, manholes, catch basins and drainage appurtenances within the project limits.

    The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of FAP 320 (IL 121). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall continue to be the maintenance responsibility of the CITY.

14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on July 1, 2021.

15. Upon acceptance by the STATE of the work proposed herein on existing signals, the responsibility for maintenance and energy shall continue to be as outlined in the aforementioned Master Agreement.

16. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The CITY agrees to pay their proportionate share of this cost as billed by the local power company.

17. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

18. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

19. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY of DECATUR

By: ______________________________
Julie Moore Wolfe
Mayor, City of Decatur

Date: ____________________________

Attest:

____
Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: ______________________________
Jeffrey P. Myers, P.E.
Region Four Engineer

Date: ____________________________

Exhibit A

RESOLUTION NO. ____________

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS FOR IMPROVEMENTS TO IL 121 FROM UNIVERSITY AVENUE TO 0.6 MILES NORTHWEST OF INTERSTATE 72
CITY PROJECT 2023-06
SECTION NO. 23-00306-00-TL

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 320 (IL 121), known as State Section 135RS-4 from 0.6 miles northwest of Interstate 72 southeast to University Avenue in Decatur and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement;

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the Improvements of FAP 320 (IL 121) is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of $25,000.

Section 3. That the CITY OF DECATUR has hereby appropriated the sum of Twenty Five Thousand Dollars ($25,000) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT.

Section 4. That upon award of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating cost of the FA projects) in a lump sum, upon completion of the project based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be sufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of May, 2023.

____

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

____

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, Kim L. Althoff, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on May 1, 2023

____
Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

____ ______________________
Jeffrey P. Myers, P.E. Date
Region Four Engineer

EXHIBIT B

AN ORDINANCE IN RELATION TO MOTOR VEHICLE PARKING

The CITY has adopted and shall continue to enforce Chapter 34, Section 32 of the Decatur Code of Ordinances. This portion of the Code restricts parking on IL 121 in a manner meeting the requirements of the Department.

EXHIBIT C

AN ORDINANCE IN PROHIBITING THE DISCHARGE OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER INTO THE STORM SEWER OR DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION WITH THE IMPROVEMENT OF FAP 320 (IL 121) IN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS

The CITY has adopted and shall continue to enforce Chapter 38, Sections 23 and 24 of the City Code of Decatur. Among other regulations, these sections prohibit the unsanitary deposit of wastes and requires connection of toilet facilities to sanitary sewer systems in a manner meeting the requirements of the Department.

An excerpt describing sanitary waste disposal has been included for reference as follows:

23. ILLICIT DISCHARGES. For all water generated on developed or undeveloped land entering the municipality's separate storm sewer system, no person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct or continuance of any non- stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:

A. Uncontaminated discharges from the following sources:

(1) Water line and fire hydrant flushing or other potable water sources;
(2) Landscape irrigation water or lawn watering with potable water;
(3) Rising ground water;
(4) Ground water infiltration;
(5) Pumped groundwater;
(6) Discharges from potable water sources;
(7) Foundation drains;
(8) Air conditioning condensate;

(9) Irrigation water, (except for wastewater irrigation);
(10) Springs;
(11) Water from crawl space pumps;
(12) Footing drains;
(13) Storm sewer cleaning water;
(14) Water from individual residential car washing;
(15) Routine external building washdown which does not use detergents;
(16) Flows from riparian habitats and wetlands;
(17) Dechlorinated pH neutral swimming pool discharges;
(18) Residual street wash water;
(19) Discharges or flows from fire fighting activities;
(20) Dechlorinated water reservoir discharges;
(21) Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed), and;
(22) Any other uncontaminated water source.

B. Discharges specified in writing by the City Engineer as being necessary to protect public health and safety.
C. Dye testing is an allowable discharge if the City Engineer has so specified in writing.

24. PROHIBITION OF ILLICIT CONNECTIONS. The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

The complete Chapter 38 (STORMWATER ORDINANCE) can be found on line at https://www.decaturil.gov/wp-content/uploads/2015/10/code38.pdf

EXHIBIT D

AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS

The CITY has adopted and shall continue to enforce Chapter 34, Section 16 of the Decatur City Code of Ordinances. This ordinance prohibits unpermitted encroachment upon IL 121 in a manner meeting the requirements of the Department.

EXHIBIT E

FINAL PLAN APPROVAL

WHEREAS the CITY OF DECATUR and the STATE OF ILLINOIS, acting through its DEPARTMENT OF TRANSPORTATION, will enter into a maintenance agreement for the improvement FAP 320 (IL 121), State Section 135RS-4 from 0.6 miles northwest of Interstate 72 southeast to University Avenue in Decatur; and

WHEREAS, in order to facilitate said improvement and in anticipation of said agreement, the CITY OF DECATUR hereby gives written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations:

FINAL PLANS APPROVED this ________day of ______________________, 2023

For: CITY OF DECATUR

By: ____________________________ Date:____________________

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

DATE: 4/21/2023

MEMO: 2023-41

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

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

SUBJECT:
Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvements to IL 121 University Avenue 0.6 Miles Northwest of Interstate 72 by Municipality Under Illinois Highway Code,
City Project 2023-06; Section No. 23-00306-00-TL.

ATTACHMENTS:

Description	Type
Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvements to IL 121 University Avenue 0.6 Miles Northwest of Interstate 72 by Municipality Under Illinois Highway Code, City Project 2023-06 Section No. 23-00306	Resolution Letter

RESOLUTION NO. __________

RESOLUTION TO APPROPRIATE STATE MOTOR FUEL TAX FUNDS TO PAY THE CITY'S PORTION FOR THE IMPROVEMENTS TO IL 121 UNIVERSITY AVENUE TO 0.6 MILES NORTHWEST OF INTERSTATE 72 BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2023-06
SECTION NO. 23-00306-00-TL

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

Section 1. That there is hereby appropriated the sum of $25,000 of State Motor Fuel Tax funds for the purpose of rehabilitation of streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the improvements to IL 121 are eligible for State Motor Fuel Tax funds and shall be designated as Section 23-00306-00-TL.

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

Section 4. That the Clerk shall immediately transmit four certified copies of original BLR 09110 forms, attached hereto as Exhibit 1 and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of May 2023.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

I, Kim Althoff Clerk in and for the City
(City, Town or Village)

of Decatur, County of Macon

hereby certify the attached Resolution No. ____________ to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on May 1, 2023
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of May, 2023 .

(SEAL) ______________________________ City Clerk
(City, Town or Village)

Approved

____
Regional Engineer
Department of Transportation

____
Date

Exhibit 1

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Original		23-00306-00-TL

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

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
FAP 320 (IL 121)	2.7		0.6 mi NW of Interstate 72	University Ave

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Milling and resurfacing, patching, constructing ADA compliant curb ramps, and modernizing existing traffic signals.

2. That there is hereby appropriated the sum of twenty-five thousand dollars and 00/100------------------------------------ -- Dollars ($25,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kim Althoff (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Decatur (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council (Governing Body Type) of Decatur (Name of Local Public Agency) at a meeting held on May 01, 2023 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1 (Day) day of May, 2023 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

SUBJECT: Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 1202 E. Eldorado

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Property to be Demolished	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-08

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: May 1, 2023

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of Vacant Building with S. Shafer Excavating at 1202 E. Eldorado.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The building at 1202 E. Eldorado was put out to bid, along with twelve (12) other properties. This property crossed the threshold for council approval. The other twelve (12) properties are: 2053 N. Charles, Hutchins Excavating, $8,500.00; 1175 E. Condit, Steve's Trucking, $10,409.00; 1025 N. Dunham, Steve's Trucking, $14,168.00; 2461 E. Eldorado, JRH Services, $6,125.00; 1379 W. Forest, JRH Services, $9,184.00; 2626 E. Garfield, Steve's Trucking, $13,363.00; 1524 W. Grand, Hutchins Excavating, $6,500.00; 4315 Lakewood Ave., Steve's Trucking, $7,985.00; 1564 N. Martin Luther King Jr. Dr., JRH Services, $9,035.00; 2349 E. Prairie, JRH Services, $6,200.00; 1132 N. University, $8,500.00; and 1752 E. William St., Steve's Trucking, $9,475.00

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Coleman, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl "Pat" Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _______________________

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH S. SHAFER EXCAVATING FOR THE DEMOLITION OF 1202 E. ELDORADO

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1202 E. Eldorado, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of S. Shafer Excavating in the amount of $149,000.00 for 1202 E. Eldorado be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and S. Shafer Excavating for their total bid price of $149,000.00.

PRESENTED and ADOPTED this 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 1202 E Eldorado St Bid Date: 04/6/2023 Time: 9:00 a.m.	S. Shafer Excavating Pontoon Beach, IL	Steve's Trucking Decatur, IL	JRH Services Decatur, IL	Hutchins Excavating Decatur, IL	Clancy Coleman Excavating Pana, IL No Bid
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Demolition	$147,300.00	$156,332.00	$165,275.00	$225,000.00	$0.00
Plumbing	$1,700.00	$0.00	$0.00	$0.00	$0.00
TOTAL	$149,000.00	$156,332.00	$165,275.00	$225,000.00	$0.00

SUBJECT: Resolution Accepting Rush Truck Centers Invoice for Bus Engine Rebuild

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Rush Truck Centers Invoice	Resolution Letter

TRANSPORTATION SERVICES DEPARTMENT

May 1, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Accepting Rush Truck Centers Invoice for Bus Engine Rebuild.

RECOMMENDATION: City Staff recommends City Council approve the attached Resolution authorizing payment of $25,871.37 to Rush Truck Centers for the bus engine work completed.

BACKGROUND: City owns 23 fixed-route buses of which all buses are needed to maintain fixed-route services including fixed routes, school trippers and community events. These buses are in constant status of maintenance and repair due to daily use and high mileage. Of the 23 fixed-route buses, five (5) are circa 2009 and require an increasing number of repairs.

The MV Maintenance team received a quote from Rush Truck Centers for extensive engine repairs on bus 9022 that originally was under the $20,000 threshold for City Council approval. Once the work commenced, the bus engine required more work and man hours than originally planned to cause the final invoice to exceed $20,000.

Although the FY2023 budget provided for service to maintain Revenue Vehicles and Parts for Revenue Vehicles, I did not get specific council approval ahead of time for this work. I regret this oversight but am confident that this work needed to be completed in order to keep our Transportation System operational without the possibility of reducing service.

POTENTIAL OBJECTIONS: None anticipated.

STAFF REFERENCE: Should the City Council have any questions, they may contact Lacie Elzy, at 217-542-3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Approve the attached Resolution authorizing payment of the Rush Truck Centers Invoice.

RESOLUTION NO. R2023_____

RESOLUTION ACCEPTING RUSH TRUCK CENTERS INVOICE FOR BUS ENGINE REBUILD

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

Section 1. That the Invoice from Rush Truck Centers presented herewith to the City Council, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Rush Truck Centers in an amount not to exceed $25,871.37.

PRESENTED and ADOPTED this 1st day of May 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, SPRINGFIELD
INTERNATIONAL
3441 GATLIN DR.
PO Box :
SPRINGFIELD IL 62707-9730 US
217-718-2200

13933

*** www.rushtruckcenters.com ***

INVOICE DATE	
04/12/2023 09:56:27CST	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
293272	2801
PAGE:1 of *	

SOLD TO :
CITY OF DECATUR
555 E WOOD ST
DECATUR IL
62523-1325 US

For Customer Review

RUSH TRUCK CENTER, SPRINGFIELD
INTERNATIONAL
3441 GATLIN DR.
PO Box :
SPRINGFIELD IL 62707-9730 US
217-718-2200

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

Cust Unit # 9022 License #
Phone # 217-424-2800 Contact #
COMPLETION DATE:
RTL UNIT: YEAR: 2010 MAKE/MODEL: MISC/BUS:FTT
SERIAL: 15GGB2718A1177323 MILEAGE: 1 KM

Date in Service....:
Engine Make/Model..: CUMMINS/ISL
Engine Serial No...: 73100408
Trans Model........: /
Front Diff Model...:
Front Diff Serial..:
Rear Diff Model....:
Rear Diff Serial...:

Job 4 ENGINE - Overhaul

pulled bus into shop.

(Tech 8603 on 2023-03-22 at 14:21:50)

lunch

(Tech 8603 on 2023-03-23 at 11:37:36)

hooked up laptop and got work order image. drained coolant. removed rear shield, removed belts, unhooked and removed alt. removed alt. mounting bracket, unhooked and removed EGR valve. ran out of time.

(Tech 8603 on 2023-03-23 at 15:51:09)

end of day

(Tech 8603 on 2023-03-23 at 16:14:28)

removed air intake pipe, upper radiator hose, air to air pipes,

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X ____________________

This invoice contains an itemized list of repairs and is part of, and subject to, the terms of the Service/Collision Repair Authorization Input Card prepared by Rush for Customer ("Terms"). Customer confirms its agreement to the Terms by its signature on the Terms, its signature on this invoice, or by authorizing payment of this invoice.

TERMS
Net 10 days

** CONTINUED **

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, SPRINGFIELD
INTERNATIONAL
3441 GATLIN DR.
PO Box :
SPRINGFIELD IL 62707-9730 US
217-718-2200

*** www.rushtruckcenters.com ***

INVOICE DATE	
04/12/2023 09:56:27CST	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
293272	2801

SOLD TO :
CITY OF DECATUR
555 E WOOD ST
DECATUR IL
62523-1325 US

For Customer Review

RUSH TRUCK CENTER, SPRINGFIELD
INTERNATIONAL
3441 GATLIN DR.
PO Box :
SPRINGFIELD IL 62707-9730 US
217-718-2200

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

crankcase filter assembly, valve cover, rocker housing.

(Tech 8603 on 2023-03-24 at 09:42:11)

lunch

(Tech 8603 on 2023-03-24 at 12:16:28)

removed all the fuel lines, injectors, fuel rail, unhooked and removed turbo assembly. unbolted cyl. head. and removed cyl. head from engine.

(Tech 8603 on 2023-03-24 at 16:05:07)

end of day

(Tech 8603 on 2023-03-24 at 16:05:20)

(Tech ADVISOR on 2023-03-26 at 21:19:13)

lunch

(Tech 8603 on 2023-03-27 at 11:32:55)

drained oil, unbolted and removed oil pan, pick-up tube and stiffner plate. removed piston cooling nozzles, removed pistons and rods. drained block. removed liners. started cleaning everything up.

(Tech 8603 on 2023-03-27 at 15:55:44)

end of day

(Tech 8603 on 2023-03-27 at 15:59:39)

lunch

(Tech 8603 on 2023-03-28 at 11:31:57)

finished cleaning up block. replaced main bearings, torqued mains to spec. installed 5 liners. ran out of time.

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

Customer or Customer's Agent X ______________________

TERMS
Net 10 days

** CONTINUED **

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, SPRINGFIELD
INTERNATIONAL
3441 GATLIN DR.
PO Box :
SPRINGFIELD IL 62707-9730 US
217-718-2200

*** www.rushtruckcenters.com ***

INVOICE DATE	
04/12/2023 09:56:27CST	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
293272	2801
PAGE:3 of *	

SOLD TO :
CITY OF DECATUR
555 E WOOD ST
DECATUR IL
62523-1325 US

For Customer Review

RUSH TRUCK CENTER, SPRINGFIELD
INTERNATIONAL
3441 GATLIN DR.
PO Box :
SPRINGFIELD IL 62707-9730 US
217-718-2200

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

(Tech 8603 on 2023-03-28 at 15:48:23)

end of day

(Tech 8603 on 2023-03-28 at 15:56:43)

lunch

(Tech 8603 on 2023-03-29 at 11:32:26)

installed last liner. checked liner protrusion, all liners have .001-.002" protrusion. removed pistons from rods. assembled new pistons to rods with new wrist pins and rings. installed pistons and rods in engine with new rod bearings and torqued all the rods to spec. installed new piston cooling nozzles, bolted up crankshaft tone wheel. started cleaning everything up. ran out of time.

(Tech 8603 on 2023-03-29 at 15:59:43)

end of day

(Tech 8603 on 2023-03-29 at 16:05:22)

lunch

(Tech 8603 on 2023-03-30 at 11:31:51)

cleaned up oil pan. installed stiffner plate, oil pick up tube, and oil pan. replaced fuel control housing on fuel pump. installed new cyl. head and torqued to spec. started cleaning up injectors. ran out of time.

(Tech 8603 on 2023-03-30 at 16:01:11)

end of day

(Tech 8603 on 2023-03-30 at 16:01:22)

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

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TERMS
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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

lunch

(Tech 8603 on 2023-03-31 at 11:30:18)

cleaned up injectors and replaced all the o-rings. installed injectors and tubes and torqued to spec. installed push rods, valve bridges, and rocker arms and torqued to spec. adjusted all the valves. cleaned up and installed exhaust manifold, installed fuel return line at rear of cyl. head. installed intake grid heater. ran out of time.

(Tech 8603 on 2023-03-31 at 15:45:48)

end of day

(Tech 8603 on 2023-03-31 at 15:55:12)

lunch

(Tech 8603 on 2023-04-03 at 11:34:14)

installed rocker housing, and valve cover. cleaned up and installed turbo, hooked up oil lines and coolant lines. hooked up wiring. installed turbo exhaust pipe and air to air pipe. installed new thermostat and installed upper radiator pipe. cleaned up all the fuel lines, fuel rail and upper intake housing. ran out of time.

(Tech 8603 on 2023-04-03 at 15:52:01)

end of day

(Tech 8603 on 2023-04-03 at 15:52:14)

lunch

(Tech 8603 on 2023-04-04 at 11:36:00)

hooked up air compressor coolant line. installed fuel rail and all the fuel lines. torqued everything to spec. installed upper intake

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

manifold, cleaned up and installed EGR valve and differential pressure sensor. installed air to air pipe, installed air intake pipe, installed alt. and hooked everything up. installed new coolant filter. replaced oil filter. filled engine to proper level with oil. ran out of time.

(Tech 8603 on 2023-04-04 at 16:02:58)

end of day

(Tech 8603 on 2023-04-04 at 16:03:19)

....

(Tech 8603 on 2023-04-05 at 07:03:16)

lunch

(Tech 8603 on 2023-04-05 at 11:34:35)

....

(Tech 8603 on 2023-04-05 at 13:01:53)

replaced fuel filters, filled radiator to proper level with antifreeze. installed alt. oil drain pipe and tighten clamps. hooked up laptop. cleared all the codes. got engine started. engine runs good. installed inside engine cover and seats. installed rear shield. made sure oil and coolant levels were full. test drove bus. engine runs good. has good power. pulled bus up to the shop. checked engine over for leaks. no leaks. hooked up laptop and checked engine for codes. no codes. parked bus outside for now. will recheck for leaks in the am.

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

(Tech 8603 on 2023-04-05 at 15:35:52)

end of day

(Tech 8603 on 2023-04-05 at 16:04:28)

....

(Tech 8603 on 2023-04-06 at 07:55:31)

went out and checked engine for any leaks. no leaks. made sure oil
level and coolant level were full. engine started right up. I noticed
that the ABS light and check trans. light was on during test drive.
parked bus outside. cleaned up bay.

(Tech 8603 on 2023-04-06 at 13:49:57)

....

(Tech 8603 on 2023-04-06 at 14:27:14)

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
4.000	EA	3950161:CE	SCREW HEX FLANGE HEAD CAP	2.84/1	EA	11.36
1.000	EA	3867471:CE	SEAL O RING	1.80/1	EA	1.80
1.000	EA	S1091:CE	SEAL GROMMET	5.59/1	EA	5.59
1.000	EA	4937214:CE	TUBE TUR OIL SUPPLY	71.25/1	EA	71.25
4.000	EA	5286984:CE	STUD	9.25/1	EA	37.00
4.000	EA	3944593:CE	SCREW HEX FLANGE HEAD CAP	3.90/1	EA	15.60
6.000	EA	4954487:CE	SEAL O RING	2.71/1	EA	16.26
1.000	EA	6410398:CE	KIT WATER PUMP	270.13/1	EA	270.13
8.000	EA	3944593:CE	SCREW HEX FLANGE HEAD CAP	3.90/1	EA	31.20
4.000	EA	3376891:CE	ADDITIVE LEAK TEST DYE	24.43/1	EA	97.72

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

1.000	EA	3164067:CE	SEALANT	19.14/1	EA	19.14
5.000	EA	3867471:CE	SEAL O RING	1.80/1	EA	9.00
1.000	EA	4946823:CE	CLAMP V BAND	39.28/1	EA	39.28
2.000	EA	3824543:CE	DISC ABRASIVE	7.54/1	EA	15.08
2.000	EA	3824510:CE	CLEANER ELC CONTACT	29.25/1	EA	58.50
1.000	EA	CV50628:I53	FILTER SYSTEM BREATHER ELEM	131.09/1	EA	131.09
1.000	EA	FS19763:I53	F/W FLTR,FILTER-FUEL WATER SEP	27.64/1	EA	27.64
1.000	EA	4918882:CE	SEALANT	33.54/1	EA	33.54
1.000	EA	5273379:CE	THERMOSTAT	50.15/1	EA	50.15
1.000	EA	5690167:CE	BELT V RIBBED	63.40/1	EA	63.40
1.000	EA	WF2071:I53	FILTER,WATER FILTER	13.52/1	EA	13.52
4.000	EA	3818824:CE	NUT REGULAR HEXAGON	3.24/1	EA	12.96
3.000	EA	3823258:CE	PAD CLEANING	2.60/1	EA	7.80
1.000	EA	5529501RX:CX	HEAD CYLINDER	4158.15/1	EA	4158.15
1.000	EA	4942132D-C1:CX	HEAD CYLINDER	399.00/1	EA	399.00
1.000	EA	5633434:CE	KIT OVERHAUL	2963.37/1	EA	2963.37
6.000	EA	3937142:CE	SEAL INJECTOR	2.94/1	EA	17.64
1.000	EA	4928533:CE	ADAPTER FUEL PUMP	754.17/1	EA	754.17
1.000	EA	FREIGHT	SHIPPING AND HANDLING	125.00/1	EA	125.00
1.000	EA	3103015:CE	SEAL GROMMET	2.98/1	EA	2.98

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

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TERMS
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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

2.000	EA	4934278:CE	WASHER SEALING	2.75/1	EA	5.50
6.000	EA	ZX001:VLV	ZX ORIGINAL GREEN AFC 6/1 GA	15.00/1	EA	90.00
2.000	EA	9228H:R58	CLAMP, HOSE- MIN DIA 1-5/16", MAX	0.84/1	EA	1.68
27.000	EA	105816EXX:MBL	DELVAC 1300 SUPER 15W40 CK4 (BULK	4.75/1	EA	128.25
4.000	EA	105816EXX:MBL	DELVAC 1300 SUPER 15W40 CK4 (BULK	4.75/1	EA	19.00
1.000	EA	CUMMINSPROMO:90	OVERHAUL PROMO	500.00-/1	EA	500.00-
1.000	EA		L0034-094 LUBRAPLATE	23.39/1	EA	23.39
1.000	EA		3925332 DRAIN HOSE	24.68/1	EA	24.68

LABOR SUBTOTAL:	17000.00
PARTS SUBTOTAL:	9251.82
MISC SUBTOTAL.:	0.00
COUPON SUBTOTAL.:	
EPA SUBTOTAL..:	16.00
SHOP SUBTOTAL.:	2.55
MACH SUBTOTAL.:	0.00
JOB SUBTOTAL..:	26270.37

Employee(s) on above job : ,00008603

Job 43 CORES
CORES

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
1.000	EA	4942132D-C1:CX	HEADCYLINDER-CORE	399.00-/1	EA	399.00-

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	399.00-
MISC SUBTOTAL.:	0.00
COUPON SUBTOTAL.:	0.00
EPA SUBTOTAL..:	0.00
SHOP SUBTOTAL.:	0.00
MACH SUBTOTAL.:	0.00
JOB SUBTOTAL..:	399.00-

Employee(s) on above job :

****
INTERSTATE BILLING SERVICE NUMBER : R623463 AUTHORIZATION:
****

REMIT TO:

INTERSTATE BILLING SERVICE, INC

P.O. BOX 2208
DECATUR AL 35609-2208
US

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
Riley	38965860	217-424-2800	8548-Tabatha Jugan	

*TOTAL LABOR:	17000.00
*TOTAL PARTS:	8852.82
*TOTAL MISC.:	0.00
*TOTAL COUPON.:	0.00
*TOTAL EPA..:	16.00
*TOTAL SHOP.:	2.55
*TOTAL MACH.:	0.00
*TOTAL INV..:	25871.37

Final total

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)

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Riley	38965860	217-424-2800	8548-Tabatha Jugan	

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25871.37	EXEMPT/IL	0.00	25871.37

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DATE: 5/1/2023

MEMO: 2023-03

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Jim Edwards, Director of Information Technology

SUBJECT:
Resolution #1 – Resolution rescinding Resolution No. R2022-19 Accepting the Quote of Midwest Public Safety LLC for the Purchase for Six Getac B630 Computers and Associated Equipment.

Resolution #2 - Resolution Accepting the Bid Price of CDS Office Technologies for the Purchase of Eleven New Panasonic Toughbook Computers with Associated Technology for Five Police Vehicles Purchased in February of 2022 (R2022-18) and Six Police Vehicles Approved for Purchase in January of 2023 (R2023-53).

SUMMARY RECOMMENDATION: Rescind Resolution Number R2022-19 and replace with a new resolution to purchase computers and docking stations for the police vehicles ordered in 2022 and the police vehicles ordered in 2023. Staff recommends awarding a purchase order in the amount of $59,070 to CDS Office Technologies for the purchase of eleven Panasonic Toughbook computers, docking stations and all associated mounting. Twelve vehicles were ordered but only eleven need to be outfitted with computers.

BACKGROUND:
In 2022, the City of Decatur Works Department ordered six (five to be outfitted with computers) police vehicles including approval to purchase computer equipment. The vehicles from that order are just now being delivered and a purchase order for computer equipment was never issued to the recommended vendor even though the City Council approved the computer purchase under Resolution Number R2022-19.

Resolution #1 rescinds Resolution R2022-19 due to the Police Department reevaluating the type and ruggedness of the vehicle computer equipment and finding that a different computer manufacturer and model would be a better fit going forward.

Resolution #2 recommends a purchase of eleven computers, five for the police vehicles authorized to be ordered under Resolution Number R2022-18 and, six for the police vehicles authorized to be ordered under Resolution Number R2023-53. Police vehicles come from the manufacturer without the standard equipment required by the Police Department which enables them to be used for police functions. This specific resolution includes the purchase of eleven new Panasonic

Toughbook computers, Havis docking stations, and all associated mounting hardware to be used in these new vehicles. The City received two responsible bids for the proposed equipment. CDS Office Technologies was the lowest responsible bidder. Staff recommends the City Council approve this resolution for the purchase of eleven Panasonic Toughbook computers at a cost not to exceed $59,070.

PRIOR COUNCIL ACTION:
The council approved the purchase of six police vehicles on February 7, 2022, under Resolution Number R2022-18.

The council approved the purchase of six Getac B300 computers on February 7, 2022, under Resolution Number R2022-19 which were never ordered.

The council also approved the purchase of six additional police vehicles on March 20, 2023, under Resolution Number R2023-53.

POTENTIAL OBJECTIONS: There are no known objections

INPUT FROM OTHER SOURCES: Information Technology wrote the bid specifications based on Police Department requirements.

BUDGET/TIME IMPLICATIONS:
Funds for this purchase will come from financing being obtained by the City Treasurer for the purchase of the vehicles and all associated technology required to outfit them.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Resolution R2022-19	Backup Material

RESOLUTION NO. ______________

RESOLUTION RECINDING RESOLUTION NO. R2022-19 ACCEPTING THE QUOTE OF MIDWEST PUBLIC SAFETY LLC FOR THE PURCHASE OF BID PRICE FOR SIX GETAC B630 COMPUTERS AND ASSOCIATED EQUIPMENT

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

Section 1. That on February 7, 2022, City Council passed Resolution R2022-19 authorizing the purchase of six Getac B630 computers and associated equipment for use in police vehicles.

Section 2. That due to unforeseen and unavoidable delays, the purchase was never made and the GETAC B630 computers are no longer needed for use in the police vehicles.

Section 3. That Resolution No. R2022-19, passed by the City Council on February 7, 2022 accepting a quote and authorizing award of a purchase order between the City of Decatur and Midwest Public Safety LLC, be, and the same is hereby, rescinded.

PRESENTED and ADOPTED this 1st day of May, 2023.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

RESOLUTION NO. R2022-19

RESOLUTION ACCEPTING THE QUOTE OF MIDWEST PUBLIC SAFETY LLC FOR THE PURCHASE OF SIX GETAC B630 COMPUTERS AND ASSOCIATED EQUIPMENT

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

Section 1. That the quote received for six (6) Getac B360 Computers and associated equipment presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the quote received from Midwest Public Safety LLC, in the amount of $28,008.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur and Midwest Public Safety LLC for their price of $28,008.00.

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

PRESENTED and ADOPTED this 7th day of February 2022.

Julie Moore Wolfe
JULIE MOORE WOLFE, MAYOR

ATTEST:

Kim Althoff
KIM ALTHOFF, CITY CLERK

RESOLUTION NO. _____________

RESOLUTION ACCEPTING THE BID PRICE OF CDS OFFICE TECHNOLOGIES FOR THE PURCHASE OF ELEVEN NEW PANASONIC TOUGHBOOK COMPUTERS WITH ASSOCIATED TECHNOLOGY FOR FIVE POLICE VEHICLES PURCHASED IN FEBRUARY OF 2022 (R2022-18) AND SIX POLICE VEHICLES APPROVED FOR PURCHASE IN JANUARY 2023 (R2023-53)

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

Section 1. That the bid quote received for eleven (11) FZ-40 Panasonic Toughbook Computers and Havis Docking Stations with Power Supplies presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur and CDS Office Technologies for their price of $59,070.00.

Section 3. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager.

PRESENTED and ADOPTED this 1st day of May, 2023.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

CDS OFFICE TECHNOLOGIES

CDS Office Technologies
612 South Dirksen Parkway
Springfield, Illinois 62703
United States
(P) 217-541-3410

Quotation (Open)
Date Apr 13, 2023 10:39 AM CDT
Modified Date Apr 24, 2023 03:34 PM CDT
Quote # 498876 - rev 1 of 1
Description (11) FZ-40, Docking & Antenna
SalesRep Boyd, Crystal (P) 217-541-3410
Customer Contact Hurst, Ed (P) 217-424-2768 ehurst@decaturil.gov

Customer	**Bill To**	**Ship To**
Decatur Police Department (27871) Hurst, Ed 707 W South Side Dr Decatur, IL 62521 United States (P) 217-424-2711	Decatur Police Department Payable, Accounts #1 Gary K Anderson Plaza Decatur, IL 62523 United States (P) 217-450-2228 (F) 217-450-2284 accountspayable@decaturil.gov	Decatur Police Department Hurst, Ed 707 W South Side Dr Decatur, IL 62521 United States

Customer PO:	**Terms:** Net 30	**Ship Via:** Best Way
Special Instructions:		**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
	Panasonic Toughbook FZ-40 - Fully Rugged				
1	Panasonic Toughbook FZ-40 - Fully Rugged 14" Laptop (i7, 4G, GPS) Win10 Pro (11 DG), Intel i7-1185G7 (up to 4.8GHz), vPro, 14.0 FHD Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G EM7690, GPS, Quad Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0 Note: - Emissive Backlit Keyboard, Flat	FZ-40CCAAHKM	11	$4,410.00	$48,510.00
	Extended Warranty Options (choose one)				
2	Panasonic Extended Warranty Extended service agreement - parts and labor - 2 years (4th/5th year) - for Toughbook 40	CF-SVCLTEXT2Y	0	$316.00	$0.00
	Havis Docks & Power Supplies				
3	Havis - LITE Vehicle Dock for Toughbook FZ-40 Fully Rugged (Quad Pass) 3 x USB-A, 3 x USB-C, Serial, 2 x LAN - 4x SMA Connectors Note: - Havis part DS-PAN-1501-4 - Premium quad pass dock part HA-40LVDA4	HA-40LVDS4	11	$830.00	$9,130.00
4	Havis docking station power supply for Toughbook CF-54, FZ-55, CF-33, FZ-40	LPS-103	11	$130.00	$1,430.00

Subtotal:	**$59,070.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$59,070.00**

City Clerk

DATE: 4/27/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Motion to Finalize the Scope of Work for the Fairview/Oakland/Grand Sewer Separation Project

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Backup Documentation	Backup Material

April 27, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Motion to Finalize the Scope of the Proposed Fairview/Grand Sewer Project

In October 2022 the City Council awarded a design engineering contract to AECOM for the proposed Fairview/Grand Sewer project. As a part of the project's early preliminary design, staff developed and examined several alternatives. The least costly and most practical alternatives were subsequently identified and labeled as Alternative 3 and Alternative 5a.

Neighborhoods in the near west side of Decatur (either side of Route 48, lying north of US 36/Norfolk-Southern Railway line) are places where the city's sewer collection system suffers excessive infiltration and inflow of storm and ground water, and from storm pipes/inlets directly connected to combined sewers. The Fairview/Grand Sewer project separates storm and sanitary sewer flows (as the city has done in recent years in other parts of the city) to reduce and eliminate basement back-ups, reduce and eliminate combined sewer overflows, and to reduce total sewerage volumes discharged to the treatment facilities of the Decatur Sanitary District. Both Alternative 3 and Alternative 5a will separate storm and sanitary sewers north of the US 36/Norfolk-Southern Railway line. Alternative 3 keeps them separated by constructing a large storm sewer across Fairview Park that eventually discharges only storm water directly to Stevens Creek. In lieu of Alternative 3's storm sewer across Fairview Park, Alternative 5a would require the construction of a large storm water detention lagoon near Route 36 where rainwater would be stored until it could be discharged back into existing combined sewers in Fairview and then carried to the Sanitary District's facilities for treatment.

Although the City Council approved the AECOM design engineering contract last October to keep the project moving, they also directed staff to consult with USEPA, IEPA, the city's water/sewer intergovernmental/grant consultant, the Sanitary District, and others, and to further refine the estimated project costs before deciding whether Alternative 3 or Alternative 5a should be adopted. At the time, the cost differential between the two options was close to $3 million dollars. Since October, the cost differential has shrunk to about $500,000 (i.e., Alternate 3's estimated cost is about $500,000 more than Alternative 5a).

The principal reasons for such a large reduction in the cost delta are two: 1) IDOT has allowed the city to use the Route 48 right-of-way to install the new storm sewer under the US 36/Norfolk-Southern Railway corridor, whereas the early estimates for Alternative 3 assumed the city would have to dig a new and expensive utility tunnel under the highway and railroad starting in the back parking lot of Fairview Plaza; and 2) the pumping, monitoring and treatment costs associated with permanently maintaining a large storm water detention basin east of the Green/Fairview intersection as part of Alternate 5a are substantial.

Besides the reduced cost delta, it is recommended that Alternative 3 be approved for other reasons:

1. Although it may be possible to obtain a permit to de-combine storm and sanitary sewer flows only to re-combine them again and send all flows to the Sanitary District for treatment, this is not a recommended practice; it will not reduce Sanitary District flows and treatment costs, and it is contrary to the sewer separation recommendations of the USEPA, dating from the city's agreement with the Federal Government (not filed in court or recorded as a consent decree) when basement back-ups were much more numerous.

2. The area of the city south of the US 36/Norfolk-Southern Railway corridor is also chiefly served by combined sewers; so if the city wanted to continue sewer separations in this area in the future, it could do so with greater ease and less cost if a mainline storm sewer already traversed these neighborhoods.

3. The city has informally committed to gradually taking steps to reduce total sewer flows into the treatment facilities of the Decatur Sanitary District through various strategies such as sewer separations, sewer linings, sewer repairs, disconnecting downspouts from combined sewers, etc.; Alternative 5a is not compatible with this commitment.

Since the City Council has already approved the design engineering contract, a simple motion selecting either Alternative 3 or Alternative 5a is requested at this time. This decision is time sensitive not just because staff wants to keep this project moving, but also because if Alternative 3 is approved, the city will coordinate with the Decatur Park District yet this year to install a section of the storm pipe in Fairview Park so it is installed ahead of a planned project by the district to construct a new playground that happens to be planned on top of the likely route of the proposed storm sewer.

Additional background documents detailing staff's Alternative 3 recommendation is attached.

PUBLIC WORKS MEMORANDUM

DATE: April 5, 2023

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Oakland and Grand Area Sewer Separation Project (Basin 5/6)
City Project 2021-01

This serves as a report to the City Council regarding the Oakland and Grand Area Sewer Separation Project. This inflow / infiltration reduction project is part of the City's overall response to the directives from the U.S. EPA as described in Appendix A. A design agreement with AECOM Technical Services was approved by the City Council on October 17, 2022, with the direction that staff would reach out to the City's water consultant Lisa Bonnett to determine the Illinois Environmental Protection Agency's (IEPA) approach to the two alternatives presented to Council:

- Alternative 3: Full separation of the storm and sanitary with a storm discharge to Steven's Creek south of Fairview Park.

- Alternative 5a: Partial separation of the storm and sanitary directing storm drainage to holding ponds and releasing the storm water back into the combined sewer system over time.

Illinois Environmental Protection Agency Discussion

Public Works staff contacted Lisa Bonnett about getting input from the IEPA. Ms. Bonnett indicated that this was not within her expertise but did provide contacts to individuals within the organization that would be of help. She offered to make introductions if we had trouble getting to them.

Following up on Ms. Bonnett's recommendations, City staff and AECOM had discussions with the IEPA which were useful and productive. We were told that there were no requirements that would prohibit the City from using holding ponds to retain storm water and then discharge it back into a combined sewer system. The IEPA did not appear willing to provide a written response, however; they were having a discussion with the Sanitary District of Decatur on the issue, who could provide a written response.

Sanitary District of Decatur Discussion

In discussions with the Sanitary District, it was their clear recommendation that the City pursue Alternative 3, a complete separation and not return the separated flow into the combined sewer system. They followed up these discussions with a letter dated March 23, 2023 (attached). The letter indicates the District's preference and outlines the difficulties that would be inherent in using holding ponds. Essentially, reintroducing storm water into the sewer system would require a permit issued through the District. The permit would require the City to pretreat the storm water, meter the flow, and pay a fee based on the volume of water discharged. Since this is not an IEPA directive, the District's position could be legally challenged if desired.

New Route Proposed for Alternate 3

Following the October 2022 discussion with the City Council, Public Works staff met with AECOM to review the alternatives and revisit options to reduce costs. The original storm sewer route for this alternative crossed Fairview Avenue and went behind the Fairview Shopping Center, between the building and the railroad tracks before crossing Rt. 36 and through Fairview Park. Using Fairview Avenue was originally determined to be too expensive and opposed by IDOT. After discussing the alternative in greater detail with IDOT, they were supportive of this approach and there appeared to be a possible route to the south that would avoid other utilities. This alternate route reduced the original Alternate 3 estimate by around $500,000 and is the recommended route given in Table 2 below.

Alternative Cost Comparison

In Table 1, AECOM briefly tabulated the additional costs involved with using the detention pond option. This includes SDD fees and maintenance:

Table 1: Option 5a Maintenance Cost (over 20 years in 2023 dollars)		
$ 1,490,000	Fee to SDD	Based on SDD Charge of $1.7 per 100 cu ft (avg. 40.37" precip per year, Avg. C factor of .545 and 54.89 acres)
$ 269,000	Clearing debris after storms	12 times per year with 2 people for 4 hours
$ 134,000	Detention pond site maintenance	16 times per year with 1 person for 3 hours
$ 150,000	Clearing sediment from basin	Once every 10 years
$ 2,043,000	**Total**	

Table 2 shows the modified project estimates including: inflation, 20-year maintenance for Alternative 5a, and using an alternate route for the complete separation recommended in Alternative 3.

Table 2: Revised Alternative Comparison		
Alternative 3 Estimate (total separation crossing Rt.36 behind Fairview Shopping Center)	$	17,000,000
Alternative 5a Estimate (Separation with detention pond and return to sewer)	$	14,000,000
Alternative 5a Estimate (with 20 yr O&M & SDD fee from Table 1 included)	**$**	**16,043,000**
Alternative 3 Estimate Modified (using Fairview Avenue)	**$**	**16,500,000**

Recommendation

Staff's recommendation is to continue with the complete separation of stormwater from the sanitary sewer as given in Alternative 3 using the Fairview route option. Additional factors to consider:

1. There will be no risk of future USEPA requirement for full separation.
2. There is a benefit to SDD in reducing flows requiring treatment.
3. Support from current IDOT personnel for the Alternate 3 Fairview route that is easier to construct.
4. Potential for future I&I projects discharging to sewers constructed under Alternate 3.
5. There are possible public safety or neighborhood concerns with a detention pond in a residential area.
6. There is the risk of more intensive stormwater pre-treatment requirement in the future based on the expected storm water pollutant loading.

Alternative 5a could be made allowable under IEPA and USEPA regulations; however, it is an approach that none of the regulatory agencies prefer. The factors in support of this alternative are generally related to cost savings and reduced construction.

APPENDIX A

GENERAL BACKGROUND:

Administrative Consent Order
In 2012, the United States Environmental Protection Agency (US EPA) served Decatur with an Administrative Consent Order (ACO), requiring the City to eliminate overflows and reduce basement backups. Staff retained outside legal counsel with expertise and direct experience in US EPA administration of the Clean Water Act. With the assistance of outside counsel and AECOM, extensive negotiations between the City and the US EPA resulted in the US EPA's issuance of an ACO that was greatly limited in scope compared to the initial Order. This was in large measure due to the City's ongoing commitment to improving its sanitary sewer systems, and its good faith efforts to negotiate a reasonable ACO with the US EPA.

The Administrative Consent Order's major requirements include:

1. The development of a Capacity Management, Operations, and Maintenance (CMOM) program. The CMOM program provides a comprehensive review of the City's sewer collection system, including system management, maintenance, and capital improvement funding. The City's CMOM program was approved by the USEPA on May 1, 2018 and has been implemented as required by the ACO.
2. The preparation of a Sewer Collection System Alternatives Analysis (SCSAA) for areas identified to be experiencing Sanitary Sewer Overflows (SSOs) and sewer back-ups during storm events. This analysis is focused on keeping storm water from entering into the separate sanitary sewer system and to better manage stormwater entering the combined sewer system.

US EPA Administrative Consent Order Status
The current version of the City's Sanitary Sewer Collection System Analysis (SCSAA) identified four top priority areas of the City experiencing high inflow and infiltration during storm events. It should be noted that these are not the only areas in the City with high rain induced sewer problems but these are the highest priority areas.

1. North Lost Bridge Area
2. Florian Avenue Area
3. Grand and Oakland Area (Basin 5&6 in the SCSAA)
4. Ellen / Division Area

The Oakland and Grand area was identified in the SCSAA due to its history of wet weather basement backups. The predominant cause of basement backups in the area is the combined sanitary sewers where both sanitary sewage and storm water are carried in the same pipe. Combined sewers serve nearly 40% of the City, mostly in the older areas.

The City has not received any correspondence regarding the SCSAA from the USEPA since the current version was submitted on November 30, 2017. The plan has still not received final approval; however, following discussions with the City Council in the fall of 2020, it was determined to move forward in addressing the known sewer problems.

SANITARY DISTRICT OF DECATUR, IL
501 Dipper Lane • Decatur, IL 62522

March 23, 2023

Mr. Matt Newell,
Director of Public Works
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

Dear Matt,

It is the Sanitary District of Decatur's (SDD) understanding that the City of Decatur (City) is considering various options for stormwater management in the Basin 5/6 area to address sewer backups and overflow issues as required in the USEPA Consent Order. This letter will outline the position of SDD.

The purpose of sanitary districts is to convey and treat wastewater sewage. When sewers were first developed many times wastewater and stormwater were conveyed in a common pipe or combined sewer for economy. Often the water in these pipes was not treated but just moved downstream from the population. There is an inherent problem with this type of system in that while pipes can be appropriately designed and sized to carry wastewater which has a maximum amount of flow based on the number of connections, stormwater can not be limited or controlled as it is a force of nature. This leads to combined sewer infrastructure that can never be built large enough based on budget constraints and eventually backs up into residential homes or overflows resulting in waste that is in the water not being treated properly. The United States Environmental Protection Agency (USEPA) has required many municipalities to separate combined sewers over the years. In addition to Federal oversight, municipalities including Decatur have banned residents from connecting sump pumps and gutters to the sewer system (through resident owned lateral lines) to avoid stormwater being introduced to the system.

In Basin 5/6 the City is working toward separating the current combined sewer system. City staff has kept SDD up to date with the progress of the study and design process. SDD encourages and supports this effort.

Once the stormwater is separated from the wastewater the next question is what to do with the water. One option being considered is to keep the stormwater and sewer system separated and pipe the stormwater to a permitted Municipal Separate Storm Sewer System (MS4) discharge point. Because the separated system is not combined with sewage any overflows only contain stormwater and do not create the potential health hazards that this investment is intended to reduce. The other option is to build a containment basin and return the stormwater to the combined sewer system that contains wastewater.

The preferred option for SDD is for the City to pipe the stormwater to a permitted stormwater discharge point keeping the separated stormwater out of the sewer system. If the stormwater system does not discharge to the sewer system, the connection to a stormwater discharge point would be part of the City's MS4 permit and would not be regulated by SDD's pretreatment program as no treatment would be required.

The other option is similar to the residential sump pump connections described above on a much larger scale which, SDD does not encourage or support. If the storage and reintroduction plan is selected, SDD would need to provide a permit to the City. Because of the volume of water involved this permit would be subject to SDD's pretreatment ordinance and would require the City to test and treat the stormwater to prevent pollutants such as oils and chlorides and other constituents such as nutrients from entering the sewer system at the detention basin discharge point.

Currently the cost of transporting and cleaning stormwater introduced to the collection system is not billed to anyone directly because there is no mechanism for recording the volume of water. If a detention basin is constructed there would now be a discharge point where the water can be measured, and the City's stormwater utility would be billed for the amount of water entering the system. There would be no SDD fees if the stormwater remains separated.

Regarding the USEPA Consent Order, it is my understanding that City has submitted a plan to address the issues, however the USEPA has not responded to the City's plan. The goal of the Basin 5/6 project is to reduce backups and overflows by controlling stormwater. The best way to do this is to remove the stormwater from the system and route it to a stormwater discharge point. There is a very real possibility that the USEPA could object to the storage and reintroduction option after the project is completed and still require the stormwater to be routed to a MS4 discharge point.

I look forward to hearing from you regarding the City's plan to address this matter.

Respectfully,

Kent D. Newton, CPFO

Sanitary District of Decatur

Executive Director / CFO

DATE: 4/23/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointment - City Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Susie Peck to the City Plan Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment 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:

Susie Peck	City Plan Commission	4/30/2026

DATED this 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_________

RESOLUTION APPROVING REAPPOINTMENT

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 reappointment 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 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

DATE: 4/24/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointments - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Josh Sapp and Wade Watson to the Electrical Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Josh Sapp	Electrical Commission	12/1/2025
Wade Watson	Electrical Commission	12/1/2024

DATED this 1st day of May, 2023.

____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_________

RESOLUTION APPROVING REAPPOINTMENTS

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 reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 1st day of May, 2023.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of May, 2023.

____
Julie Moore Wolfe, Mayor

DATE: 4/20/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointment - Historical and Architectural Sites Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Andrew Taylor to the Historical and Architectural Sites Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Andrew Taylor	Historical and Architectural Sites Commission	5/1/2026

DATED this 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_________

RESOLUTION APPROVING REAPPOINTMENT

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 reappointment 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 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

DATE: 4/25/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Council is asked to pass the proposed Resolution approving the reappointments of Tony Holly and Shondra Lynch to the Police Pension Fund 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 reappointments by the Mayor of the following named as a member of the board or commission set opposite their respective name, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Tony Holly	Police Pension Fund Board of Trustees	5/1/2025
Shondra Lynch	Police Pension Fund Board of Trustees	5/1/2025

DATED this 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_________

RESOLUTION APPROVING REAPPOINTMENTS

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 reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of May 2023.

____
Julie Moore Wolfe, Mayor

DATE: 4/24/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent

SUMMARY RECOMMENDATION: Please see attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: April 25, 2023

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Council Resolution, whereas such resolution will designate Sarah E. Walker, City Comptroller, as its Authorized Agent with the Illinois Municipal Retirement Fund ("IMRF").

Mr. Gregg Zientara has served as Authorized Agent since the employment resignation of the City Comptroller in early 2022. The appointment of Mr. Zientara was in an interim capacity, whereby, upon replacement of the City Comptroller position, the new Comptroller would by appointment and action of the City Council, serve as the city Authorized Agent.

RESOLUTION NO. R2023 -_______

RESOLUTION AUTHORIZING SIGNATORY AUTHORITY
ILLINOIS MUNICIPAL RETIREMENT FUND -
APPOINTMENT OF AUTHORIZED AGENT

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

Section 1. That the City of Decatur Illinois Municipal Retirement Fund Program Application designate Sarah E. Walker, City Comptroller, as its Authorized Agent, and that said Application be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Authorized Agent and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Application on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 1st day of May, 2023.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kimberly Althoff, City Clerk

DATE: 4/18/2023

MEMO: 2023-38

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

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

SUBJECT: **Ordinance Annexing Territory – 2225 South Taylor Road**

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 2225 South Taylor Road be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2225 South Taylor Road	Ordinance

ORDINANCE NO. ____________

ORDINANCE ANNEXING TERRITORY
2225 SOUTH TAYLOR ROAD

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

THE SOUTH 99 FEET OF NORTH 121 FEET OF THE EAST 220 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M.

PIN #_17-12-28-176-003_

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of May 2023.

____

JULIE MOORE-WOLFE, MAYOR

ATTEST:

____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   Roger L Goss

   Judith Goss

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2225 South Taylor Road, and legally described as follows:

   THE SOUTH 99 FEET OF NORTH 121 FEET OF THE EAST 220 FEET OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M.

PIN #_17-12-28-176-003___

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Roger L Goss	Roger L Goss	2225 S Taylor 62521
Judith Goss	Judith Goss	

Signed and sworn to before me this 5th day of April, 2023

Tara R. Bachstein

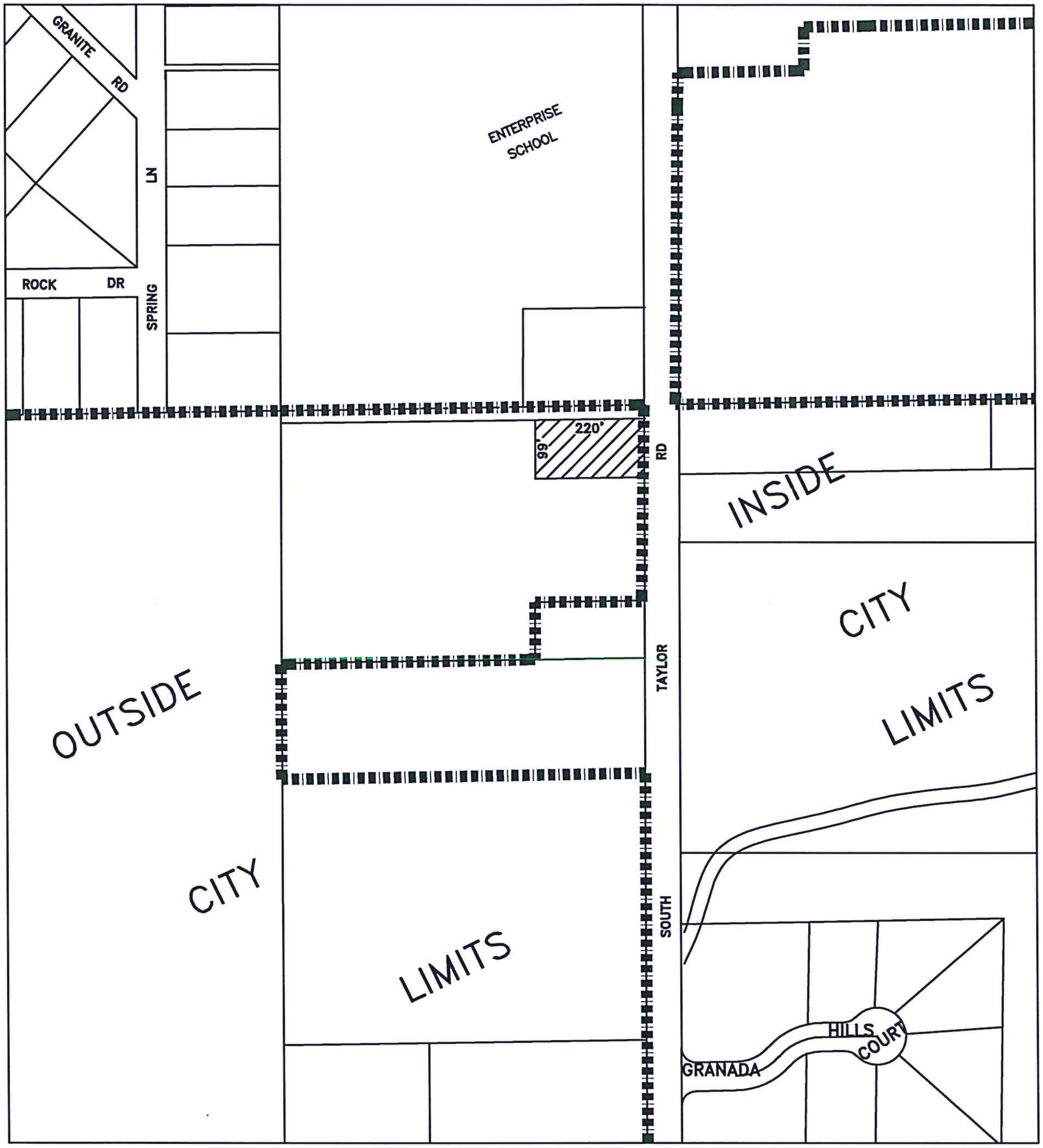
Notary Public

(Rev. 12/2014)

TARA R. BACHSTEIN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 12, 2023

Exhibit A

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Forced\2225 S Taylor Rd\2225 S Taylor Rd Plat.dwg



2225 S. TAYLOR ROAD

indicates territory annexed

indicates existing corporate limits

0.50± acres

AREA 0.00078± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

4-13-23

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2023

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

ORDINANCE NO: ______________

Exhibit B

DATE: ______________

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 5/1/2023

MEMO: 2023-04

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Accepting Presidio Networked Solutions Group, LLC Quote for purchase of two Master Backbone Core Network Switches.

SUMMARY RECOMMENDATION: City Staff recommends that City Council approve the attached Resolution authorizing a purchase from Presidio Networked Solutions Group, LLC (Presidio) in the amount of $74,930.38 for the purchase of two Master Network Switches to replace existing units at end of life.

BACKGROUND: These two existing internal Cisco Core Network Switches were put into service in 2012. Cisco will no longer provide any level of support beyond December 2023. I.T. Staff included these replacements in the 2023 budget which was approved by City Council in December of 2022. The cost of the switches and their installation are in accordance with what was anticipated at the time of budget preparation.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS: This purchase is included in the City 2023 General Fund Budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Presidio Quote	Backup Material

RESOLUTION NO. R____________

RESOLUTION ACCEPTING PRESIDIO NETWORK SOLUTIONS GROUP, LLC QUOTE FOR THE PURCHASE OF TWO MASTER BACKBONE CORE NETWORK SWITCHES.

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

Section 1. That the quote received from Presidio Network Solutions Group, LLC and presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Presidio Network Solutions Group, LLC in an amount not to exceed $74,930.38.

PRESENTED AND ADOPTED this 1st day of May 2023.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

PRESIDIO

QUOTE: 2003523084894-02
DATE: 04/21/2023

TO:
City of Decatur IL
Matt Baldwin
1 Gary K Anderson Plaza - 3rd Floor
Decatur, IL 62523

mbaldwin@decaturil.gov
(p) 217.450.2243
(f) (217) 450-2284

FROM:
Presidio Networked Solutions Group, LLC
Tadd Gerst
8430 West Bryn Mawr Avenue
Suite 450
Chicago, IL 60631

tgerst@presidio.com
(p) +1.309.306.7833

Customer#: CITYO522
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: Cisco 4500 Replacement Project
Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	C9500-40X-A	Catalyst 9500 40-port 10Gig switch, Network Advantage	$18,528.94	2	$37,057.88
2	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	$0.00	2	$0.00
3	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	$0.00	6	$0.00
4	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	$0.00	6	$0.00
5	C9500-DNA-40X-A	C9500 DNA Advantage, Term licenses	$0.00	2	$0.00
6	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	$6,870.20	2	$13,740.40
7	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	$0.00	2	$0.00
8	S9500UK9-176	Cisco Catalyst 9500 XE 17.6 UNIVERSAL	$0.00	2	$0.00
9	C9500-NW-A	C9500 Network Stack, Advantage	$0.00	2	$0.00
10	C9500-NM-BLANK	Catalyst 9500 network module blank cover	$0.00	2	$0.00
11	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	$1,440.75	2	$2,881.50
12	NETWORK-PNP-LIC-O	Network Plug-n-Play Connect SDWAN SW Device Provisioning	$0.00	2	$0.00
13	CAB-TA-NA	North America AC Type A Power Cable	$0.00	4	$0.00
14	CON-SNTP-C95004XA	SNTC-24X7X4 Catalyst 9500 40-port 10Gig switch, Netw	$10,625.30	2 for 36 mo(s)	$21,250.60

Sub Total:	**$74,930.38**
Grand Total:	**$74,930.38**

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing
• Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
• The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
• Prices exclude freight, handling or insurance (unless itemized in the quote).
• Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing
• CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
• Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
• Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping
• CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
• Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
• Presidio accepts no responsibility / liability in connection with the shipment.
• Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
• International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability
• Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy
• CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
• A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
• CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
• Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
• The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
• Opened software cannot be returned

Cancellation Policy
• CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases
• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms
• Software is subject to the license terms that accompany it.
• License terms are established between the CLIENT & owner of the software
• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
• Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders
• The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (Saas)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements
• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

• CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.
• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.
• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms
• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

SUBJECT: Resolution Accepting The Bid and Authorizing the Work With Christy-Foltz, Inc for Interior Painting at Transit Center 353 E. William.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Christy-Foltz Quote	Backup Material
Bid Tab	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

May 1, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Accepting the Quote and Authorizing the Work of Interior Painting with Christy-Foltz, Inc. for Transit Facilities at 353 E. William.

SUMMARY RECOMMENDATION:

Staff recommends City Council approve the attached Resolution and accept the quote from Christy- Foltz for interior painting at the Transit Center located at 353 E. William.

BACKGROUND:

The Department of Transportation Services has funding to make facility repairs and updates including painting at 353 E. William St. The facility was built in 2002 and since then it has had minimal renovations. With the necessary maintenance repairs that have occurred including replacing the HVAC and addition of ADA doors this past year, the facility needs the interior repainted.

The City received 3 quotes for this project. Staff recommends Christy-Foltz be awarded the project as the lowest responsible bidder. The quote summary is included as an attachment.

INPUT FROM OTHER SOURCES: City staff.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov

RESOLUTION NO. R2023_____

RESOLUTION ACCEPTING THE QUOTE AND AUTHORIZING THE WORK WITH CHRISTY-FOLTZ, INC FOR INTERIOR PAINTING AT TRANSIT CENTER 353 E. WILLIAM

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

Section 1. That the Quote from Christy-Foltz, Inc presented herewith to the City Council, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Chief Procurement Officer be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Christy-Foltz, Inc in an amount not to exceed $26,521.00.

PRESENTED and ADOPTED this 1st day of May 2023.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

C H R I S T Y • F O L T Z • I N C • B U I L D E R S
740 SOUTH MAIN STREET • DECATUR • ILLINOIS • 62525
P.O. BOX 828 AREA CODE 217•428-8601

April 13, 2023

City of Decatur

Attn: Mike Pritchett

Re: Transit Center Painting

Mike:

We propose to supply all the labor, material, equipment, and insurance to complete the proposed painting for the sum of $21,273.00. This price includes the following scope of work:

- Replace/ repair damaged drywall in office where casework removed
- Finish replaced drywall
- Spot prep all other walls to repair minor blemishes
- Apply two coats of paint to all walls within the center
- Apply two coats of paint to door frames within the center
- Apply 2 coats of paint to hollow metal window frames within the center
- Includes provisions to protect furniture, casework, and floors
- Includes provisions to perform work while center remains open to public
- Painting of soffit assembly and maintenance office are provided as additive alternates below
- **ADD $4,068.00** to prep and apply 2 coats of paint to the soffit
- **ADD $1,180.00** to prep and apply 2 coats of paint to maintenance office walls
- Exclusions on page 2…

- Excludes removal or replacement of wall hung items – paint around items not removed by owner
- Excludes painting or finishing of doors
- Excludes mechanical, electrical, or plumbing of any kind
- Excludes building permit fees
- Excludes minority goals or workforce
- Excludes overtime or premium shift work

If you have any questions, please feel free to call.

Respectfully submitted,

CHRISTY-FOLTZ, INC.

Thomas Kenney

Project Name: **Transit Center Painting**
353 E. William St

Bid Date: April 13,2023

			Christy Foltz Decatur, IL		**Sullivan Contractors** Decatur, IL		**Jones & Sullivan** Decatur, IL	
Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
PAINTING BUILDING & SOFFIT				$26,521.00		$33,240.00		$42,800.00
Base Bid Total				$26,521.00		$33,240.00		$42,800.00