Monday, August 3, 2026
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call

2. 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

1. Approval of Minutes of July 20, 2026 City Council Meeting

V. Unfinished Business

VI. New Business

1. Discussion Item: 2026 Water Cost-of-Service Study

2. City Manager Update

3. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

   A. Ordinance Rezoning Properties from R-3 Single Family Residence District and M-2

Heavy Industrial District - 271 South 26th Street and 601 South 27th Street and Lot to the Immediate West of 601 South 27th Street to a PD Planned Development District

B. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co. Inc. for the Nelson Park Boat Ramp Improvements, City Project 2026-42

C. Resolution Authorizing City Manager to Execute and Enter into Annual Support and License Agreement with Tyler Technologies, Inc. for Municipal Justice

VII. Other Business

VIII. Adjournment

CITY COUNCIL MINUTES
Monday, July 20, 2026

On Monday, July 20, 2026, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Melissa Hon attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Proclamations and Recognitions.

Kristen Ragusa, member of the Decatur Audubon Society, recognized Decatur as Bird City by presenting the city with a certificate and signage.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Molly Berry, Maggie Potempa, Cecil Scroggins, Melissa Ridenour, Daniel Ray Pickrel, Matt Kaltenbach, Bret Robertson and Ayn Owens.

Council members responded to citizens' comments.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of July 6th, 2026, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written, seconded by Councilman Culp and on call of the roll, Council members David Horn, Ed Culp, Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

R2026-149 Resolution Authorizing Execution of a Bus Stop Service Agreement with FlixBus, Inc., was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Lacie Elzy, Director of Economic and Community Development, provided an overview of the Resolution.

Ms. Elzy addressed questions from Council members regarding the start date of the new service, the scheduled stop times and any potential concerns related to a rise in crime.

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

R2026-150 Resolution Authorizing Execution of a Ticket Reseller Agreement and Addendum with FlixBus, Inc., was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Elzy provided an overview of the Resolution.

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

2026-24 Ordinance Amending City Code Chapter 51.5 Hotel Use Tax, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Hon provided an overview of the Ordinance and responded to questions regarding the collection of the hotel use tax.

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

R2026-151 Resolution Authorizing Approval of Proposals for the City Council Community Grant Program, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Hon provided an overview of the Resolution.

Council members provided feedback regarding the administration and procedures associated with the grant program.

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

City Manager Hon presented the City Manager Update highlighting the storm removal efforts by staff. She also thanked staff and volunteers for their cleanup efforts during the Community Impact Days. Additionally, she announced that National Night Out will take place on August 4, 2026, at Dansby Park and the Fall Frenzy High School Bash Fishing Tournament is scheduled for August 29 and August 30, 2026.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through D. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. No member of the Council requested to remove an item from the Consent Agenda Calendar. The Clerk read Calendar Items A. through D.:

Item A. R2026-152 Resolution Appropriating Additional Motor Fuel Tax Funds for the Construction Maintenance Agreement with the Illinois Central Railroad for the Brush College Road Grade Separation Project, City Project 2009-33 Section 09-00933-01-BR

Item B. R2026-153 Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Design Engineering Services for the North Summitt Avenue Drainage Improvements, City Project 2026-18

Item C. R2026-154 Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for a Streambank Improvement with Ronald R. Helm and Jeanne E. Helm

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

Councilwoman Gregory moved Items A. through D. be approved by Omnibus Vote; seconded by Councilman Culp, and on call of the roll, Council members David Horn, Ed Culp, Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Hon answered questions from Councilwoman Cruz about city sponsored dumpster days and the associated costs, in addition to questions about swimming in Lake Decatur.

Councilman Cooper requested an update on the housing project at the corner of Oakland and Grand.

City Manager Hon responded to Councilman Horn’s inquiries about the potential litigation risks associated with discussions on carbon sequestration activities.

Councilman Horn addressed the rising number of fires occurring in the City of Decatur.

There being no Other Business, Mayor Moore Wolfe called adjournment.

Councilwoman Gregory moved the regular City Council meeting be adjourned, seconded by Councilman Culp and upon call of the roll, Council members David Horn, Ed Culp, Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:39 p.m.

Approved ____________
Kim Althoff
City Clerk

Council Memo
Public Works Department
No. 2026-75

DATE: 8/3/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager

SUBJECT:
Discussion Item: 2026 Water Cost-of-Service Study

SUMMARY RECOMMENDATION: Discussion Item: 2026 Water Cost-Of Service Study

BACKGROUND:
See Attached Memo

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:
1. 2026-75 Discussion Item- 2026 Water Cost of Service Study
2. 2026-75 Decatur Cost of Service Report 7-20-26

PUBLIC WORKS MEMORANDUM
NO. 2026-75

DATE: **July 28, 2026**

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

FROM: **Melissa Hon, City Manager**
Matt Newell, P.E., Public Works Director
Robert Weil, P.E., Water Production General Manager

SUBJECT: **Discussion Item: 2026 Water Cost-of-Service Study**

DISCUSSION ITEM:

City staff will present a summary of the Water Utility Cost-of-Service Study prepared by Raftelis Financial Consultants, Inc.

BACKGROUND:

In 2023, the Public Works Department engineering staff applied for no-cost technical assistance from the USEPA to provide a cost-of-service study for the water utility. The need for the study was driven mainly by the capital improvement program, including lead service line replacement, improvements to alternative water sources, and treatment plant upgrades. Rising operational costs, affordability, and distribution of costs to different customer classes were also concerns. The last time a cost-of-service study was done was in 1997. The USEPA approved the grant and assigned the US Water Alliance, a national water policy association, as the program manager. The Water Alliance retained Raftelis Financial Consultants Inc., a nationally recognized firm, to perform the study.

During 2024 and 2025, the Raftelis team worked closely with the Public Works Department leadership to account for all of the revenues and costs related to the water utility. This included the current rate structure adopted by the City in 1998. Their findings are provided in the report presented to the City Council.

KEY FINDINGS:

The current CPI-based rate structure is adequate to operate and maintain the water system, including debt service and the current capital plan. There is a margin available for some additional capital projects.

The distribution of costs across customer classes appears equitable. The declining block structure, in which the unit price goes down as water use goes up, appears to work well for the City.

STAFF REFERENCE: Matt Newell, Public Works Director, and Robert Weil, Water Production General Manager, will both attend the City Council meeting to answer any questions of the Council on this item.

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CITY OF DECATUR

Water Cost-of-service Study

May 2026

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Contents

Tables

Figures

1. Introduction

In 2024, the US Water Alliance engaged Raftelis to complete a water cost-of-service study for the City of Decatur (City). The primary goal was to review the City's water rate structure and determine if it equitably recovers the City's costs to operate the water utility from different types of customers. A key focus of the study was the City's declining block volumetric rate structure and the charges paid by several of the City's large industrial customers.

1.1. Rate Setting Methodology

This study was conducted using industry-standard principles outlined by the AWWA Manual M1. A cost-of-service study has two basic components:

1. **Revenue Requirements Analysis**: The revenue requirements analysis determines the overall level of revenue required to provide water service, including ensuring that sufficient revenues will be available to support the utility's required operating and capital costs. The methodology used in the study to establish the revenue requirement is consistent with industry practice as established by the American Water Works Association (AWWA) in the Seventh Edition of the Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges. This methodology involves developing a multi-year financial plan, which identifies the revenue requirement in each year of the study period. The revenue requirement from a single year, or test year, is then used as the basis for the cost-of-service analysis and rate design. In this study, the test year is 2026.

2. **Cost-of-service analysis**: The cost-of-service analysis attributes the total revenue requirement to customer classes based on each class's use of the water system. Each customer class places a different level of demand on the system – demands that the City's water system is designed and operated to meet. Customer class demands are cost drivers; the cost-of-service analysis establishes the nexus between how the system is designed and operated and how different types of customers are using the system. The cost-of-service analysis involves three primary steps: *cost functionalization*, which relates the revenue requirement to the major operating functions of the water system; *cost allocation*, which relates these functional costs to demand components which represent the types of demand that drive these functional costs; and *cost distribution*, which attributes the allocated costs by demand component to each customer class in proportion to that class's share of demand.

   A cost-of-service analysis considers both the average water demand and peak demand. Peaking costs are incurred during periods of peak consumption, most often coinciding with summer water use. There are additional capacity-related costs associated with designing, constructing, operating, maintaining, and replacing facilities to meet peak demand. Patterns of use impose additional costs on a water utility and are used to determine the cost burden on peaking-related facilities.

1.2. Reliance on City Provided Data

During this project, the City provided Raftelis with a variety of technical information, including cost and revenue data. Raftelis reviewed the data provided for reasonableness but did not independently assess or test for the accuracy of such data – historic or projected. Raftelis has relied on this data in the formulation of our findings and subsequent recommendations, as well as in the preparation of this report. Raftelis also relied on cost allocation data provided by the City needed to complete the cost-of-service analysis. There are often differences between actual and projected data. Some of the assumptions used for projections in this report will not be realized, and unanticipated events and circumstances may occur. Therefore, there are likely to be variations between the data or results projected in this report and actual results achieved, and those variations may be material.

Raftelis made financial calculations using the best estimates of the City's expected costs, planned capital improvements, and future customer demands. Making such future calculations in advance is normal for public water providers because providers need to recover revenue matched to public budgets adopted in advance of their fiscal periods. For this reason, and others, achieving mathematical exactitude in rate calculations is virtually impossible. Instead, there are methods and techniques available to water providers that promote proportionality between the costs incurred to provide water service and the demand for that service. These methods and techniques are broadly referred to as "cost-of-service principles."

2. Current Rates

The City's current rate structure was adopted following the City's last cost-of-service study in 1997. Since then, all updates to the rates have been on an across-the-board basis, in which all charges on the City's rate schedule are increased by the same percentage amount in order to provide the revenue needed to deliver safe drinking water to the rate payers. The rate structure includes two components: fixed charges and volumetric charges. Residential customers pay a fixed monthly charge of $5.06, while commercial customers pay according to their meter size.

In 2013, a significant increase in rates and an automatic cost-of-living adjustment was approved, driven by capital expenditures and debt service for the Lake Decatur dredging project.

All customers are subject to a declining block volumetric charge. Under this type of rate structure, the first units of water (measured in Ccf, about 748 gallons) used during a billing period are charged a higher rate and successive units of water are charged a lower rate. This rate structure has been commonly used to provide a lower effective overall rate to large customers who are generally understood to use water more regularly and have lower peaking impacts on the water system.

Additionally, the City's largest customer, ADM, purchases raw water from Lake Decatur at a rate set by contract with the City. The current rate is $0.3618 per thousand gallons.

Table 1: Fixed Charge History

Description	2022	2023	2024	2025	2026
	Actual	Actual	Actual	Actual	Current
Effective Date:	May 1, 2022	May 1, 2023	May 1, 2024	May 1, 2025	May 1, 2026
Meter Size					
All Residential	$4.38	$4.64	$4.79	$4.93	$5.06
5/8"	$11.87	$12.58	$12.98	$13.37	$13.73
3/4"	$11.87	$12.58	$12.98	$13.37	$13.73
1"	$43.84	$46.47	$47.96	$49.40	$50.73
1 1/2"	$43.84	$46.47	$47.96	$49.40	$50.73
2"	$154.65	$163.93	$169.18	$174.26	$178.97
3"	$154.65	$163.93	$169.18	$174.26	$178.97
4"	$154.65	$163.93	$169.18	$174.26	$178.97
6"	$721.81	$765.12	$789.60	$813.29	$835.25
8"	$721.81	$765.12	$789.60	$813.29	$835.25
10"	$721.81	$765.12	$789.60	$813.29	$835.25
12"	$721.81	$765.12	$789.60	$813.29	$835.25
16"	$2,964.56	$3,142.43	$3,242.99	$3,340.28	$3,430.47
20"	$2,964.56	$3,142.43	$3,242.99	$3,340.28	$3,430.47
36"	$2,964.56	$3,142.43	$3,242.99	$3,340.28	$3,430.47

Table 2: Small User Volumetric Charge History

Description			2022	2023	2024	2025	2026
Block 1	First	7	$5.41	$5.73	$5.91	$6.09	$6.25
Block 2	Next	15	$4.92	$5.22	$5.39	$5.55	$5.70
Block 3	Next	129	$4.39	$4.65	$4.80	$4.94	$5.07
Block 4	Next	183	$3.52	$3.73	$3.85	$3.97	$4.08
Block 5	Next	1,333	$2.76	$2.93	$3.02	$3.11	$3.19
Block 6	Next	8,333	$2.62	$2.78	$2.87	$2.96	$3.04
Block 7	Next	10,000	$2.19	$2.32	$2.39	$2.46	$2.53
Block 8	More than	10,000	$1.53	$1.62	$1.67	$1.72	$1.77

Table 3: Large User Volumetric Charge History

Description			2022	2023	2024	2025	2026
Block 1	First	7	$8.31	$8.81	$9.09	$9.36	$9.61
Block 2	Next	15	$7.53	$7.98	$8.25	$8.49	$8.72
Block 3	Next	129	$6.69	$7.09	$7.32	$7.54	$7.74
Block 4	Next	183	$5.39	$5.71	$5.89	$6.07	$6.23
Block 5	Next	1,333	$4.26	$4.52	$4.66	$4.80	$4.93
Block 6	Next	8,333	$3.97	$4.21	$4.34	$4.47	$4.59
Block 7	Next	10,000	$3.33	$3.53	$3.64	$3.75	$3.85
Block 8	More than	10,000	$2.37	$2.51	$2.59	$2.67	$2.74

3. Revenue Requirements Analysis

The general objective of the revenue requirements analysis is to arrive at the level of rate revenue required to provide for the financial sustainability of the Water Fund into the future. Raftelis worked closely with City staff to review costs and develop a financial planning model, which was provided to the City for future use. The model includes forecasts of operations and maintenance expenses, capital needs and financing outcomes, and revenue from ratepayers. In 2025 Raftelis provided a version of the model, which included a 10-year financial forecast (2026 to 2035), based on the information available to the City and Raftelis at the time. Based on information available at the time, our initial forecast included the following components:

1. **Operating Expenses:** The baseline for the O&M forecast was the City's adopted 2025 budget. To forecast costs into future years, Raftelis applied an inflation rate of 4% per year. Additional changes from the baseline included adjustments to equipment purchases and savings on electricity related to the solar project the City expects to begin operation in 2028.

2. **Capital Expenditures:** The capital plan includes annual maintenance and replacement of water mains, upgrades of regular equipment including SCADA and vehicles, and watershed management projects. Significant one-time, long-term projects include clarifier rehabilitation and recurring dredging of the sediment basins designed to protect the water supply in the main body of Lake Decatur. Raftelis recommended steadily increasing the amount of rate funded capital in order to eventually fully fund annual capital needs, including water main replacement, with cash. The plan also included the use of debt to finance some projects while building capacity to transition to cash funding.

3. **Demand Forecast:** customer demand would remain flat, with no significant additional sales of water from 2024 levels.

4. **Financial Policies:** maintaining at least a 1.2 debt service coverage ratio and a reserve balance equal to at least 90 days of operating expenses and debt service.

Based on these assumptions we developed a series of estimated rate revenue increases from 2026 to 2035.

Since the completion of the model and financial forecast, the City entered into a development agreement with Broadwing Energy, LLC. The City anticipates incurring both incremental costs and realizing incremental revenue under this agreement in the 2029/2030 time frame. As a result, additional financial forecasting will be needed to determine the long-term trajectory of the City water rates. Raftelis has provided a copy of the financial planning model and a training session to ensure City staff have the capacity to update the financial forecast in the future. The cost-of-service analysis in Section 4 utilizes data from the 2026 test year of the original forecast, and rates currently in effect. The data in this test year represent the current state of the City's customer classes and users and do not include any incremental costs or revenues associated with the Broadwing project.

4. Cost-of-service Analysis

As described above, the cost-of-service analysis provides a snapshot view of the City's current status and the equity of the rates among existing customers. The analysis utilizes the Base-Extra Capacity methodology. The City's water system was designed and built to serve both average (base) demand and peak (extra capacity) demand. The base demand represents typical daily usage across all customers and customer classes. The extra capacity component accounts for the additional infrastructure investment and operational requirements needed to meet higher peak demands. The primary purpose of the analysis is to ensure that the rates charged to customers appropriately recover the cost of providing service to each type of customer. A cost-of-service analysis involves the following steps:

1. **Determine Test Year Revenue Requirement**: The test year in this study is 2026. The revenue requirement for this year was based on a forecast of 2026 expenditures developed through the financial planning process. The test year information is to be representative of the City's current status.

2. **Cost Functionalization:** O&M and capital expenses are categorized by their function in the system, which include supply and treatment, transmission, distribution, customer service (including meter reading, billing, and collection), meters and services, and administration / general activities.

3. **Service Requirement Allocation:** Functionalized costs are then assigned to the service requirements placed on the water system by its customers. Every utility facility is constructed to meet the levels of demand required. By identifying and separating costs based on how the utility incurs them, we can recover the costs from the customers that drive their need. Service requirements used in this study include base (or average day demand), maximum day demand, maximum hour demand, meters and services, and customer accounts.

4. **Development of Units of Service:** The units of service provide a consistent and quantifiable framework for measuring how customers interact with the water utility. The units of service reflect the level of service demands for each of the customer classes. The demand characteristics provide the basis for determining each customer class's share of costs in later steps. These units include annual water use, maximum day and maximum hour water use, number of accounts, and number of water meters.

5. **Unit Cost Determination:** The revenue needed for each service requirement is divided by the appropriate units of service to determine the unit cost for each service requirement. The unit cost for a given service requirement is the same for all customer classes, ensuring that each customer class is allocated their proportionate share of costs.

6. **Revenue Requirement Distribution:** The unit cost is utilized to distribute the revenue requirement for each service requirement to customer classes based on each customer class's individual service units.

4.1. Test Year Revenue Requirement

Table 4 shows the forecasted rate revenue requirement for FY 2026 (also referred to as the test year or rate-setting year). The revenue requirement is split into operating and capital categories. The expenses are equal to FY 2026 forecast expenses. The miscellaneous revenue includes interest earnings, late fees, billing fees, and other miscellaneous revenues that are applied as offsets to the final rate revenue requirement. The contribution to reserves adjustment is equal to FY 2026 projected net cash change and represents the increase in the rate revenue requirement resulting from a projected addition to reserves in FY 2026. Overall, in order to fund the utility's operating and capital expenditures as identified in the financial plan test year, the City must collect $34.6 million from ratepayers.

Table 4: 2026 Revenue Requirement

Expenditures	Operating	Capital	Total
Operating Expenses	$22,003,391		$22,003,391
Debt Service		$12,228,878	$12,228,878
Rate Funded Capital		$5,000,000	$5,000,000
Subtotal	$22,003,391	$17,228,878	$39,232,269
Revenue Offsets			
ADM Raw Water	-$2,756,053		-$2,756,053
Misc. Revenue	-$1,020,483		-$1,020,483
Contribution to / (Use of) Reserves		-$833,391	-$833,391
Subtotal	-$3,776,535	-$833,391	-$4,609,926
Total	**$18,226,856**	**$16,395,487**	**$34,622,343**

4.2. Cost Functionalization

Cost functionalization is the process of identifying the specific functions the utility performs in order to provide water service. Defining costs in this way allows the City to allocate these costs to different customers independently, providing more equitable rates. The cost functions identified in this study include supply, treatment, water transmission, water distribution, customer service, meters and services, and administration / general activities. The functionalization process included a review of the City's budgets and discussions with City staff. The City's Water Fund departments served as the basis for the functionalization of operating costs. The following table summarizes the allocation of functional operating costs by department:

Table 5: O&M Functionalization

Department	Study Function
Production	100% Treatment
Lake Services	100% Supply
Administration	100% Administration / General
Water Services	77% Distribution, 18% Transmission, 4% Meters and Services
Customer Service	100% Customer Service

Capital costs include debt service for the City's outstanding bonds and cash expected to be spent on new projects in the test year. Raftelis functionalized each of these costs directly based on information provided by the City concerning the types of projects financed by each bond issue and the use of future funds.

Table 6: Capital Functionalization

Capital Cost	Study Function
2012 IEPA	100% Customer Service
2014 G.O Bond	100% Supply
2015 G.O. Bond	100% Supply
2016 G.O. Bond	100% Supply
2018 G.O. Bond	100% Supply
2020 G.O. Bond	100% Supply
Regions JCI Refunding	92% Customer Service, 8% Treatment
2022 G.O. Bond	6% Supply, 45% Treatment, 41% Distribution, 8% Transmission
Cash Funded Capital	27% Supply, 33% Treatment, 29% Distribution, 7% Transmission, 4% General

Table 7 provides a summary of the functionalized operating and capital revenue requirement.

Table 7: Functionalized Revenue Requirement

Description	Operating	Capital	Total
Function			
Supply	$2,471,514	$9,634,040	$12,105,554
Treatment	$8,319,409	$2,658,296	$10,977,705
Transmission	$794,572	$517,624	$1,312,196
Distribution	$3,356,701	$2,186,721	$5,543,421
Customer Service	$1,268,858	$2,028,041	$3,296,899
Meters and Services	$93,600	$0	$93,600
General	$5,698,736	$204,156	$5,902,893
Total	**$22,003,391**	**$17,228,878**	**$39,232,269**

4.3. Service Requirement Allocation

We then assign the functionalized costs to related service requirements. Each service requirement can then be recovered from users based on how they cause the utility to incur the associated costs. Some service requirements correspond directly to a functional category. As noted above, special care was taken in this study to consider the costs associated with providing water service to Large Users, including ADM and Primient. Raftelis recognized that these customers generally do not use the City's distribution system, the smaller water mains used for final delivery of water to most customers. Instead, the Large Users connect directly to larger transmission mains. To reflect this fact in the cost-of-service analysis, Raftelis allocated Supply, Treatment, and Transmission costs to all customers proportionally. Costs associated with Distribution are allocated only to the standard residential and commercial retail customers.

Costs associated with the functions Supply, Customer Service, and Meters and Services are allocated directly to corresponding service requirement components. Treatment and transmission costs are allocated to Base and Max Day components based on overall system demand factors calculated from daily water production data provided by the City. General costs are allocated in proportion to all other costs.

In addition to operating and capital expenditures, the study recognizes miscellaneous revenues to offset the rate requirement and the contribution or use of reserves in the test year. Rather than functionalizing miscellaneous revenues directly, most are allocated directly to offset service requirement costs in proportion to the distribution of operating expenses. The exception is the amount paid to the City by ADM for raw water taken directly from Lake Decatur. This rate is set by contract, currently $0.3618 per 1,000 gallons, plus a $1 million annual contribution. This revenue is allocated directly to the Supply service requirement.

Table 8: Operating Expense Allocation

Description		Supply	Treatment	Transmission	Distribution	Customer Service	Meters and Services	General	Total	Percent
Supply, Treatment, and Transmission	Supply	$2,471,514	$0	$0	$0	$0	$0	$863,834	$3,335,348	15.2%
	Base	$0	$6,669,221	$636,966	$0	$0	$0	$2,553,629	$9,859,816	44.8%
	Max Day	$0	$1,650,188	$157,607	$0	$0	$0	$631,853	$2,439,647	11.1%
	Max Hour	$0	$0	$0	$0	$0	$0	$0	$0	0.0%
Customer Related	Customer	$0	$0	$0	$0	$1,268,858	$0	$443,486	$1,712,344	7.8%
	Meters	$0	$0	$0	$0	$0	$93,600	$32,715	$126,315	0.6%
Distribution Service	Base	$0	$0	$0	$2,152,709	$0	$0	$752,406	$2,905,115	13.2%
	Max Day	$0	$0	$0	$532,652	$0	$0	$186,170	$718,822	3.3%
	Max Hour	$0	$0	$0	$671,340	$0	$0	$234,644	$905,984	4.1%
Total		**$2,471,514**	**$8,319,409**	**$794,572**	**$3,356,701**	**$1,268,858**	**$93,600**	**$5,698,736**	**$22,003,391**	**100%**

Table 9: Capital Expenditure Allocation

Description		Supply	Treatment	Transmission	Distribution	Customer Service	Meters and Services	General	Total	Percent
Supply, Treatment, and Transmission	Supply	$9,634,040	$0	$0	$0	$0	$0	$115,529	$9,749,569	56.6%
	Base	$0	$2,131,013	$414,951	$0	$0	$0	$30,531	$2,576,494	15.0%
	Max Day	$0	$527,284	$102,673	$0	$0	$0	$7,554	$637,511	3.7%
	Max Hour	$0	$0	$0	$0	$0	$0	$0	$0	0.0%
Customer Related	Customer	$0	$0	$0	$0	$2,028,041	$0	$24,320	$2,052,361	11.9%
	Meters	$0	$0	$0	$0	$0	$0	$0	$0	0%
Distribution Service	Base	$0	$0	$0	$1,402,381	$0	$0	$16,817	$1,419,198	8.2%
	Max Day	$0	$0	$0	$346,996	$0	$0	$4,161	$351,157	2.0%
	Max Hour	$0	$0	$0	$437,344	$0	$0	$5,245	$442,589	2.6%
Total		**$9,634,040**	**$2,658,296**	**$517,624**	**$2,186,721**	**$2,028,041**	**$0**	**$204,156**	**$17,228,878**	**100%**

Table 10: Revenue Offset Allocation Summary

Description		ADM Raw Water	Misc. Revenue	Contribution to Reserves	Total
Supply, Treatment, and Transmission	Supply	-$2,756,053	-$340,356	-$471,604	-$3,568,012
	Base	$0	-$323,485	-$124,629	-$448,114
	Max Day	$0	-$80,041	-$30,837	-$110,878
	Max Hour	$0	$0	$0	$0
Customer Related	Customer	$0	-$97,925	-$99,276	-$197,201
	Meters	$0	-$3,286	$0	-$3,286
Distribution Service	Base	$0	-$112,481	-$68,649	-$181,130
	Max Day	$0	-$27,832	-$16,986	-$44,818
	Max Hour	$0	-$35,078	-$21,409	-$56,487
Total		**-$2,756,053**	**-$1,020,483**	**-$833,391**	**-$4,609,926**

Table 11: Service Requirement Summary

Description		Operating	Capital	Misc. Revenue	Total
Supply, Treatment, and Transmission	Supply	$3,335,348	$9,749,569	-$3,568,012	**$9,516,905**
	Base	$9,859,816	$2,576,494	-$448,114	**$11,988,196**
	Max Day	$2,439,647	$637,511	-$110,878	**$2,966,280**
	Max Hour	$0	$0	$0	**$0**
Customer Related	Customer	$1,712,344	$2,052,361	-$197,201	**$3,567,504**
	Meters	$126,315	$0	-$3,286	**$123,029**
Distribution Service	Base	$2,905,115	$1,419,198	-$181,130	**$4,143,182**
	Max Day	$718,822	$351,157	-$44,818	**$1,025,162**
	Max Hour	$905,984	$442,589	-$56,487	**$1,292,086**
Total		**$22,003,391**	**$17,228,878**	**-$4,609,926**	**$34,622,343**

4.4. Units of Service

An important part of the cost-of-service process is to determine the units of service that will be used to assign costs to each customer class. Each customer class has unique water use characteristics that are quantified and used to assign costs, ensuring that each class pays their share of costs in proportion to the impacts their water use characteristics place on the water system.

The purpose of cost-of-service analysis is to relate the costs incurred by the water utility to provide service to customers in proportion to the demands they place on the water system. Water utilities have networked systems, built to serve the varying demands of many customers, rather than each customer individually. Accordingly, it is appropriate to group customers into classes based on similar demand characteristics and develop rates around the average embedded cost to serve the class, which is comprised of customers with comparable demands. The classes identified in this study correspond to the City's current rate structure. Most customers, referred to as Small Users below, pay the rates identified in Table 2. ADM and Primient, which collectively purchase approximately 65% of the City's potable water, pay the rates shown in Table 3 and are referred to as Large Users. This classification recognizes that Small Users and Large Users have differing water use characteristics and utilize the water system in different ways.

The volume-related service components are allocated based on volumetric units expressed in the number of Ccf (about 748 gallons), as well as Max Day Extra Capacity and Max Hour Extra Capacity customer characteristics:

- Average Day: a unit represents a single Ccf of water billed.
- Max Day Extra Capacity: a unit represents the additional capacity (Ccf per day) needed above the average amount to meet the demand on the hypothetical maximum use day. This is represented in Ccf per day.
- Max Hour Extra Capacity: a unit represents the additional capacity above the maximum day amount needed to meet the hypothetical highest hourly demand experienced by the system. This is represented in Ccf per hour.

The City provided Raftelis with a complete data set of every bill issued to its retail customers from 2022 through 2024. This data provided the basis for determining maximum day and maximum hour extra capacity units of service using demand factors.

The units of service for the Max Day and Max Hour extra capacity service requirements are calculated using unique customer class peaking factors. Through the class units of service process and using these demand factors, we distribute the incremental costs to build and operate the system to handle peak demand (the Max Day and Max Hour Extra Capacity functional cost components) to the customer classes based on each class's historic average peaking patterns, which we expect to predict future patterns.

Additional units of service include the number of bills issued and the number of ¾" equivalent bills. The capacity of a customer's water meter is representative of the potential demand that a customer can have on the City's water system. Larger meters have access to more capacity than smaller meters, whether they use it or not. Equivalent meter ratios allow for the allocation of the fixed cost of providing this capacity to customers based on their potential demand. Equivalent meter units in this study are based on AWWA-rated hydraulic capacities and are calculated to represent the potential demand on the water system relative to a base meter size. Equivalent meter ratios are calculated by dividing the capacity of each meter size by the capacity of a ¾" meter. The resulting ratios are applied to the number of bills to develop a total amount of ¾" equivalent bills. Table 12 presents a summary of the units of service for each customer class.

Table 12: Units of Service Summary

Description	Small Users	Large Users	Total
Annual Water Use	2,726,814	5,024,238	7,751,052
Average Day Water Use	7,471	13,765	21,236
Max Day Peak Ratio	1.40	1.25	
Max Day Total Capacity	10,450	17,201	27,650
Max Day Extra Capacity	2,979	3,436	6,414
Max Hour Peak Ratio	1.75	1.56	
Max Hour Total Capacity	13,062	21,501	34,563
Max Hour Extra Capacity	2,612	4,300	6,913
Bills	349,288	372	349,660
3/4" Eq. Bills	428,032	36,884	464,916

4.5. Unit Cost Determination

The next step is to calculate the unit cost for each cost component. The unit cost is the quotient of the allocated revenue requirement by cost component from Table 11 divided by the units of service for each from Table 12. These unit costs apply to all classes, ensuring that each class is allocated its proportional share of costs. All customers will be allocated, for example, $1.23 per Ccf of water used for Supply.

Table 13: Unit Costs

Description		Cost-of-service	Units of Service		Unit Cost
Supply, Treatment, Transmission	Supply	$9,516,905	7,751,052	Water Use	$1.23
	Base	$11,988,196	7,751,052	Water Use	$1.55
	Max Day	$2,966,280	6,414	Ccf / Day	$462.43
	Max Hour	$0	6,913	Ccf / Hour	$0.00
Customer Related	Customer	$3,567,504	349,660	Bills	$10.20
	Meter	$123,029	464,916	3/4" Eq. Bills	$0.26
Distribution Service	Base	$4,143,182	2,726,814	Water Use	$1.52
	Max Day	$1,025,162	2,979	Ccf / Day	$344.14
	Max Hour	$1,292,086	2,612	Ccf / Hour	$494.60

4.6. Revenue Requirement Distribution

The final step is to distribute service requirement costs to each customer class by multiplying the unit costs by the units of service for each class.

Table 14: Class Cost-of-service

Description		Small Users	Large Users	Total
Supply, Treatment, Transmission	Supply	$3,348,039	$6,168,865	$9,516,905
	Base	$4,217,437	$7,770,758	$11,988,196
	Max Day	$1,377,555	$1,588,725	$2,966,280
	Max Hour	$0	$0	$0
Customer Related	Customer	$3,563,709	$3,795	$3,567,504
	Meter	$113,269	$9,760	$123,029
Distribution Service	Base	$4,143,182	$0	$4,143,182
	Max Day	$1,025,162	$0	$1,025,162
	Max Hour	$1,292,086	$0	$1,292,086
Total COS		**$19,080,438**	**$15,541,905**	**$34,622,343**
Revenue at Current Rates		$18,332,950	$16,289,393	$34,622,343

Table 14 illustrates a fundamental principle of the cost-of-service process: each customer class should be allocated a proportional share of costs for the parts of the utility used to provide service. Most retail customers, shown as the Small User customer class, are responsible for their share of all the operations of the utility: supply, treatment, transmission, distribution, and customer service. Large Users are only responsible for supply, treatment and transmission costs.

4.7. Cost-of-Service Comparison to Current Rates

Table 14 and Figure 1 provide a comparison of the cost-of-service to the revenue collected from each customer class under the current rate structure. As indicated, based on the assumptions described above and the data available to Raftelis, there is a difference between revenue recovery and cost-of-service between the City's two existing customer classes. That said, it is important to consider these differences in their appropriate context.

First, as a general principle, rate setting is not an exact, down to the dollar, exercise. The objective, as set forth in AWWA M1 and as generally accepted by courts of law and state public service commissions, is to arrive at rates that are reasonable relative to cost-of-service. This is because the underlying assumptions are subject to significant variability. Expenses easily fluctuate 5 to 10% from projections and volumes can vary by even greater amounts. This means that, under different - but equally reasonable assumptions - cost-of-service by class might vary by 5 or 10%. The differences shown below fall within that margin of error.

Additionally, there are a variety of factors which may impact cost-of-service in the near future. The City will begin serving the Broadwing facility around the 2029/2030 time frame, which will impact the City's costs and the relative demands of its customer classes. While the exact timing and scope of these impacts is not known, it could change the relative cost recovery shown in Table 14.

Further, the City's contract with ADM will expire in 2037. Our analysis suggests that the City's contractual rate to ADM does not fully cover its proportional cost. It is our understanding that the current raw water rate can only be adjusted by inflation. Accordingly, that rate cannot be significantly changed without a new agreement, which could result in another negotiated rate. Therefore, this study has treated the ADM raw water rate as a given, utilizing revenue from that agreement as an offset to costs that must recovered from Small and Large customers receiving potable water service (as shown in Table 10). Alternatively, if the rate could be adjusted, the cost-of-service analysis could include ADM raw water as a third customer class, allowing proportional allocation of appropriate costs.

The City's supply-related costs total approximately $12.3 million, as determined in Tables 8 to 10[1]. The current raw water rate of $0.3618/1000 gallons and ADM's fixed contribution of $1,000,000 generate approximately $2.8 million, approximately 22% of identified supply costs. Alternatively, a revised rate analyzed on a proportionate basis would allocate supply costs across all water taken from Lake Decatur, including the 7.7 million Ccf used by Small and Large potable customers (approximately 54% of the total) and 6.6 million Ccf taken as raw water by ADM (approximately 46% of the total). In this scenario, ADM would be responsible for 46% of supply costs through the raw water rate.

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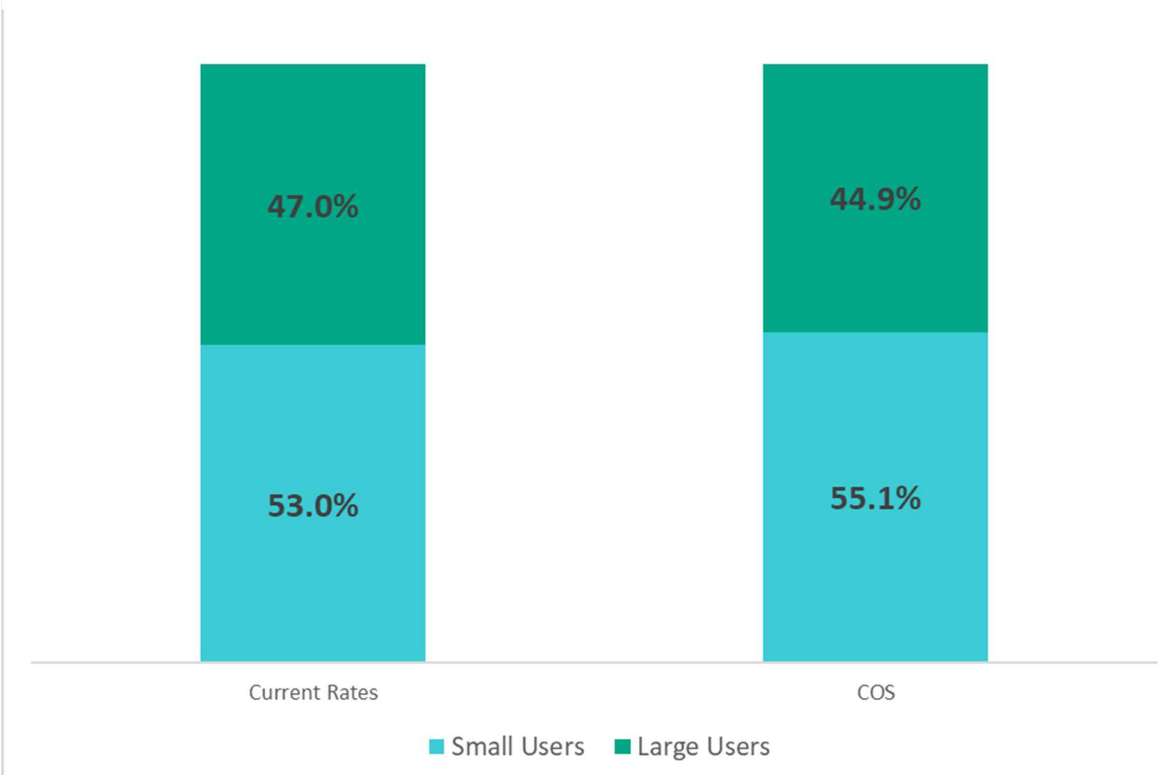
[1] $3,335,348 operating costs + $9,749,569 capital costs - $340,356 misc. revenue – 471,604 use of reserves = $12,272,957 net supply costs.

To be clear, this does not mean the City is losing money serving ADM. By contrast, since the majority of the City's raw water costs are fixed, the City would still incur them irrespective of ADM's usage. Put differently, the raw water rate covers a portion of fixed raw water costs that the City's remaining customers would otherwise pay for, but that amount is less than ADM's 46% proportionate share of usage from Lake Decatur. It is not unusual for negotiated rates, especially those that only adjust by inflation, to not fully recover their proportionate cost (based on relative demand) as determined by a cost-of-service study. When the agreement expires in 2037, the two parties will need to determine a rate and rate setting approach, which could change the relative cost recovery shown in Table 14.

Finally, at this time, City staff have indicated that there is not an immediate need for a rate increase beyond the typical CPI increases the City regularly implements. While a policy decision, it is atypical for utilities to change their relative cost recovery, based on cost-of-service, when additional revenues are not needed. Based on the foregoing, the City's rates and relative cost recovery are reasonable, especially for the next 3 to 5 years, after which the City could update its cost-of-service study to incorporate the above-described changes.

Figure 1: Revenue and Cost-of-service by Customer Class



5. Future Considerations

Overall, the City's rate structure reasonably recovers costs from the appropriate customers. Although Raftelis and the City rate study team considered alternative rate structures, including adopting uniform rates by class, it was decided that the declining block structure should remain in place. The current structure produces revenues which are reasonable relative to average costs. Further, the City does not need additional rate revenue at this time, and it would be atypical to change rates for relative cost recovery purposes alone.

COUNCIL MEMO
Economic and Community Development Department
No. 2026-50

DATE: August 3, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Melissa Hon, City Manager
Miranda Lambert, Assistant Director of Economic & Community Development
Steve Hohulin, Urban Planning Manager

SUBJECT: Ordinance Rezoning the Properties at 271 S 26th Street and lot to the immediate west of 601 S 27th Street from R-3 Single Family Residence District and 601 South 27th Street from M-2 Heavy Industrial District and to a Planned Development District.

SUMMARY RECOMMENDATION: Staff recommends approval of the ordinance rezoning the properties to PD Planned Development District with the following conditions:

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and Fire Department prior to building permits being released.
2. The site will be developed in accordance with the approved Site Plan.

The City Plan Commission voted 8-0 to recommend approval of the petition at the September 4, 2025, meeting. The minutes of the meeting are attached.

BACKGROUND:
Sky's the Limit Tree Service is a local business offering a variety of services, including emergency tree removal, tree trimming, stump grinding, land clearing, and mulch sales and delivery. The business has experienced significant growth over the past several years and is now in need of additional space to support its expansion.

The request is to rezone their existing property, currently zoned M-2 Heavy Industrial District and R-3 Single Family Residence, along with a portion of property located at 271 South 26th Street leased from the Decatur Park District, currently zoned R-3 Single-Family Residence District, to PD Planned Development District.

The business will continue operations as usual at its current site. On the leased property, improvements will include the installation of a six-foot (6') tall composite fence along the west, north, and east boundaries, located at the top of the berm. There is an approximate six-foot grade change from the top of the berm down to the bottom of the leased property. In addition, a fifty-foot (50') landscaped buffer yard will be provided on the outside of the fence.

No permanent structures will be constructed on the leased property. The area will be used only for temporary storage of landscape materials, such as vegetation and mulch. Existing trees along the south side of the property will remain, providing a natural screen between U.S. Route 36 and the site.
POTENTIAL OBJECTION: There are no known objectors to the petition

INPUT FROM OTHER SOURCES: The Planned Development plan has been reviewed by the Technical Review Committee prior to the Plan Commission meeting.

STAFF REFERENCE: Any additional questions may be forwarded to Miranda Lambert (mlambert@decaturil.gov) or Steve Hohulin (shohulin@decaturil.gov)

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. ___________

ORDINANCE REZONING PROPERTIES FROM
R-3 SINGLE FAMILY RESIDENCE DISTRICT AND
M-2 HEAVY INDUSTRIAL DISTRICT TO A PLANNED DEVELOPMENT DISTRICT
- 271 SOUTH 26TH STREET AND 601 SOUTH 27TH STREET AND LOT TO THE IMMEDIATE WEST OF 601 SOUTH 27TH STREET-

WHEREAS, on the 4th day of September 2025, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Nicholas Miller to rezone premises legally described as:

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 51 MINUTES 30 SECONDS EAST 217.00 FEET ALONG THE EAST L INE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 52 MINUTES 23 SECONDS EAST 514.43 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT 260.00 FEET NORTH ALONG SAID EAST LINE FROM THE NORTHERLY RIGHT-OF-WAY LINE OF THE B & O RAILROAD; THENCE SOUTH 89 DEGREES 06 MINUTES 11 SECONDS WEST 288.59 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 48 DEGREES 52 MINUTES 14 SECONDS WEST 289.01 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 25TH STREET; THENCE NORTH 00 DEGREES 46 MINUTES 47 SECONDS WEST 320.95 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 06 MINUTES 11 SECONDS EAST 502.84 FEET PARALLEL WITH THE SOUTH LINE OF THE HEREIN DESCRIBED PROPERTY TO THE POINT OF BEGINNING, CONTAINING 5.47 ACRES, MORE OR LESS.

TRACT 1:

A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SAID NW ¼, SW ¼, SEC. 18, SAID POINT BEING 991.35 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NW ¼, SW ¼, SEC. 18, SAID POINT ALSO BEING ON THE NORTH RIGHT

OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD; THENCE S 49°08’38.6” E (ASSUMED BEARING), 492.84 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 27TH STREET; THENCE N 38°33’48.7” E, 119.00 FEET ALONG THE SAID WEST RIGHT OF WAY LINE OF 27TH STREET; THENCE N 21°28’24.7” E, 80.13 FEET ALONG THE SAID WEST RIGHT OF WAY LINE; THENCE N 11°42’41.7” E, 109.15 FEET ALONG THE SAID WEST RIGHT OF WAY LINE; THENCE N 00°44’41.3” W, 536.99 FEET ALONG THE SAID WEST RIGHT OF WAY LINE; THENCE S 89°47’15.5” W, 498.73 FEET TO A POINT ON THE SAID WEST LINE OF THE NW ¼, SW ¼, SEC. 18; THENCE S 00°51’29.7” E, 487.25 FEET ALONG THE SAID WEST LINE OF THE NW ¼, SW ¼, SEC 18, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 7.613 ACRES MORE OR LESS.

TRACT 2:

A PART OF THE (NW ¼) QUARTER OF THE (SW ¼) OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 217.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE SAID NW ¼, SW ¼, SEC. 18, ON THE WEST LINE OF THE SAID NW ¼, SW ¼, SEC. 18; THENCE EASTERLY 33.5 FEET ALONG A LINE PARALLEL WITH AND 217.00 FEET SOUTH OF THE NORTH LINE OF SAID NW ¼, SW ¼, SEC. 18; THENCE SOUTHERLY 280.77 FEET ALONG A LINE PARALLEL WITH AND 33.5 FEET EAST OF THE SAID WEST LINE OF THE NW ¼, SW ¼, SEC. 18; THENCE EAST 465.23 FEET ALONG A LINE PARALLEL TO THE SAID NORTH LINE OF THE NW ¼, SW ¼, SEC. 18, TO A POINT ON THE WEST LINE OF THE 27TH STREET RIGHT OF WAY; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF THE 27TH STREET 6.33 FEET; THENCE WESTERLY 498.73 FEET ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF THE NW ¼, SW ¼, SEC. 18 TO A POINT ON THE WEST LINE OF THE SAID NW ¼, SW ¼, SEC. 18; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NW ¼, SW ¼, SEC. 18, A DISTANCE OF 287.10 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.284 ACRES MORE OR LESS.

TRACT 3:

A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SAID NE ¼, SE ¼, SEC. 13 SAID POINT BEING 991.35 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NE ¼, SE ¼, SEC. 13, SAID POINT ALSO BEING ON THE NORTH RIGHT

OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD; THENCE N 48°15’18” W (ASSUMED BEARING) ALONG THE SAID NORTH RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD, 389.10 FEET; THENCE N 89°49’00” E, 289.49 FEET TO A POINT ON THE SAID EAST LINE OF THE NE ¼, SE ¼, SEC. 13, THENCE S 00°11’00” E ALONG SAID EAST LING OF THE NE ¼, SE ¼, SEC. 13, 260.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.86 ACRES MORE OR LESS.

Permanent I.D. No. 04-13-18-301-009, 04-12-13-428-003, 04-12-13-428-002

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

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

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

Section 2. That upon compliance with the conditions described herein, and in the site plan attached hereto and hereby made a part hereof as Exhibit A, said herein described premises be and they are hereby, rezoned from R-3 Single Family Residence District and M 2- Heavy Industrial District to PD Planned Development District.

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and Fire Department prior to building permits being released.
2. The site will be developed in accordance with the approved Site Plan.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of August 2026.

____

JULIE MOORE WOLFE, MAYOR

ATTEST:

____

KIM ALTHOFF, CITY CLERK

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 1st day of July 2026, by and between DECATUR PARK DISTRICT, a body politic and corporate ("District"), and Sky's the Limit Tree Service ("Tenant").

A. LEASED PREMISES

1. Leased Premises. District leases to Tenant and Tenant leases from District southern portion of Galloway Park, with a common address of 298 N 26th Street, Decatur, IL 62521, plus ingress from District's property and use of surrounding ground totaling +/- 5.49 acres. The Leased Premises include the southern portion of Galloway Park as detailed on Exhibit EX001 dated February 14th, 2024, provided by Chastain and Associates to the Decatur Park District, a copy of which is attached hereto and incorporated herein.

2. Alterations to Premises. As a condition of this Lease Agreement, Tenant shall perform the improvements described on EX001 dated February 14th, 2024 at its sole cost within 90 days of the execution of this Lease. If Tenant fails to complete the improvements by the required deadline, it shall be considered a default under this Lease. No landscape debris, equipment, or any other materials are to be placed on the site until the improvements described on EX001 are completed. Tenant shall not make any material or structural alterations or additions in or to the Premises other than those described in EX001 attached hereto without the prior written consent of District. Tenant shall pay prevailing wages to all employees and subcontractors in accordance with the requirements of the Illinois Prevailing Wage Act when performing the alterations described in this paragraph.

B. TERM

1. The initial term of this agreement shall be a three (3) year term commencing on July 1, 2026, and expiring on July 1, 2029.

2. Provided that Tenant is not in material default under the lease, Tenant shall have the right to extend the agreement for five (5) additional one (1) year terms on substantially the same provisions as contained in this Agreement, except for the base rent increase as set forth in Exhibit A This lease shall automatically renew unless Tenant provides District at least sixty (60) days written notice prior to the end of each lease term of Tenant's election not to extend the Agreement.

C. PROPERTY USE

1. Tenant shall have use of approximately 5.49 acres of property for the purpose of expanding their existing wood pulverization process to produce recycled colored mulch for resale purposes. The property shall be kept in an orderly fashion and not become a storage area for debris deemed unsuitable for use in the mulching operation nor shall it become a storage area for broken down or unused equipment.

NM

2. Tenant shall perform all sales described in this paragraph in accordance with federal, state, and local laws, ordinances, rules, and regulations. Tenant shall be solely responsible for obtaining the necessary permits, licenses, certifications, or permissions from applicable authorities to perform the sales described in this paragraph. Said authorities may include but are not limited to the City of Decatur, Macon County, and the Illinois Environmental Protection Agency.

3. Any rezoning of the property and any expenses required for the intended use shall be the responsibility of the Tenant

4. The District shall approve the material used in the Decorative Screening Fence and buffer landscaping vegetation prior to its installation. Tenant agrees to maintain the fencing in good condition, including performing periodic maintenance such as replacing any damaged panels and regular painting. Tenant agrees to regularly maintain the buffer landscaping including but not limited to trimming, pruning, weeding, watering as required, and replacing diseased plants as necessary to maintain the landscape buffer standards as outlined in Exhibit EX001 and any other landscaping plan approved and required by the City of Decatur.

5. The District shall have the right to inspect the premises on regular basis to ensure compliance with the above conditions.

6. The District shall have access to the premises in case of emergency.

7. Either party may terminate this lease upon the occurrence of a material breach by the other party, provided written notice of such breach is given and the breaching party fails to cure such breach within 30 days after receipt of notice (or if such breach cannot be reasonably be cured within 30 days, fails to commence cure within 30 days and diligently purse cure to completion within 90 days).

8. Tenant understands and acknowledges that the District was created for the purpose of establishing, maintaining and governing all its parks and facilities for the use, recreation, health and benefit of the general public. This agreement is entered into subject to the direction and limitation of this principle. Therefore, Tenant and District specifically agree that this Agreement is subject to cancellation by the District at any time if the District determines that the business operation by Tenant on the Premises is contrary to, or inconsistent with, the aforesaid purposes, or if this use shall become in violation of a federal, state or local law, regulation or ordinance. If the District makes the determination to cancel this Agreement under this provision, it shall first give Tenant one hundred twenty (120) days' written notice to of the specific violation and an opportunity to remedy the violation within the notice period.

9. Tenant agrees that nothing will be stored on the Leased Premises that would constitute an environmental hazard.

10. No alcohol or cannabis shall be consumed on the leased premises

11. No fires shall be lit on the leased premises.

NTM

D. FINANCIAL TERMS

1. For the initial term of the lease the base rent to be paid by Tenant to District shall be at a rate of Five Thousand Seven Hundred Dollars ($5,700) annually, payable at Four Hundred Seventy-Five Dollars ($475.00) per month. The first month's payment shall be due on August 15, 2026, and successive payments shall be due on the 15th day of each month thereafter until the termination:

Year One – July 1, 2026 – July 1, 2027, $5,700 annually/$475.00 Monthly
Year Two – July 1, 2027 – July 1, 2028, $6,042 annually/$503.50 Monthly
Year Three – July 1, 2028 – July 1, 2029, $6,405 annually/$534.00 Monthly

Without limiting any other remedies available by law, if this lease is terminated in the middle of any such quarter, then Tenant shall be entitled pro-rata to a refund of any rental amount it has already paid for any period after such termination.

2. Tenant will pay water, gas, electricity and any other utility expenses which are attributable to said business operation on the Premises and shall pay any taxes which may be charged, imposed, assessed or levied upon the Premises which is the subject of this agreement or upon the interest of Tenant under this agreement.

E. LIENS

Tenant shall not allow any mechanics or other lien for any labor, material or other cause to attach to or affect the Premises. If any such lien shall have been filed against the Premises based upon an act of Tenant or of anyone claiming through Tenant, upon notice by District, Tenant shall immediately take such action as will remove the said lien or other encumbrance within fifteen (15) days after notice to Tenant by the District, the District may pay the amount of such lien or other encumbrance and that amount shall be deemed additional compensation due under this agreement.

F. INSURANCE AND INDEMNITY

1. Tenant shall keep the Premises insured throughout the term of this Agreement against claims for personal injury, death or property damage or dram shop liability under a policy of general public liability insurance with limits as may be reasonably requested by the District from time to time, but in no event shall the coverage be less than $1,000,000 combined single limit in an insurance company licensed in the State of Illinois and acceptable to District. The District shall be named as an additional insured in the insurance policy, and a certificate of insurance showing compliance with all the requirements of this paragraph shall be deposited with the District prior to the commencement of the initial term of this Agreement.2.

NHM

2. Tenant does hereby indemnify and hold harmless the District from any and all liabilities, costs and expenses, including attorney's fees, incurred as a result either of a failure by Tenant to perform any covenant or understanding required by this agreement or by any accident, injury, death or damage to any person or property which shall occur in the operation of the Premises. District hereby indemnifies and holds Tenant harmless from any and all liabilities, costs and expenses, including attorney's fees, incurred as a result of a failure of District to perform any covenant or undertaking required by this Agreement.

G. TERMINATION

At termination of this Agreement, either by expiration according to the terms of the Agreement, or for any other cause, Tenant agrees that any modifications or improvements to the Premises belong to District, except for Tenant's trade fixtures, which Tenant shall be free to remove at his expense. Any damage caused to the Premises by Tenant's removal of said trade fixtures shall be the sole responsibility of Tenant. Any debris, equipment, or other items deemed unsuitable for District use shall be removed from the property and the property returned to its original state minus any improvements now belonging to the District. Any rock, pavement, or other groundcover shall be removed to a depth of 12" and replaced with topsoil and subsequently seeded back to a District approved grass mixture. If Tenant fails to return the Premises to the District as required herein within thirty (30) days of the termination of this Lease, the District shall be authorized to perform any necessary maintenance and repairs to return the Premises to satisfactory condition at Tenant's sole cost and expense.

H. ASSIGNMENT

With the written consent of the District, such consent not to be unreasonably withheld, Tenant may assign his interest and obligations under this Agreement to a bona fide purchaser of the business, providing that the purchaser will use the property for the same use as currently exists, is financially responsible, meets commercially reasonable standards, and is ready, willing and able to carry out Tenant's obligations under the Agreement.

I. DEFAULT

1. If any payment from Tenant becomes more than thirty (30) days past due, it shall be lawful for the District, upon twenty-one (21) days' written notice, to declare this agreement terminated and re-enter the Premises, either with or without process of law, to expel, remove and put out Tenant, or any person or persons occupying the Premises, using such force as may be necessary so to do, and the District may repossess the Premises without prejudice to any remedies which might otherwise be used. If the Premises shall be abandoned or vacated other than as provided by this Agreement, the District may re-enter the Premises and remove all articles, fixtures, equipment, or furnishings found therein and place them in some suitable storage place at the sole cost and expense of Tenant. If said items are not claimed by Tenant within thirty (30) days, District may dispose of said items in any manner it sees fit.

NTM

2. If either party to this Agreement otherwise fails to timely perform any material covenant or obligation required herein, and if that party fails to cure the default (act or omission to act as required by this agreement) within twenty-one (21) days after written notice of the default provided by the other party, this Agreement may thereafter be terminated upon fourteen (14) days' written notice. In the event of a material breach by Tenant, the District shall have the same additional rights and remedies as provided in the event of a failure to make a payment as provided above.

3. District shall not be liable to Tenant for damages or claims of any kind, including but not limited to business interruption losses, for Tenant's inability to operate the mulch business on the Premises if such inability is caused by circumstances beyond District's control and without District's fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the District, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If an inability to operate is caused by any of the force majeure circumstances set forth above, the District agrees to consider in good faith requests by Tenant for a temporary reduction or proration of Tenant's rent or any other of Tenant's financial obligations under this agreement.

J. **MISCELLANEOUS**

1. Tenant agrees that the operation of the business provided for in this agreement shall at all times be in full compliance with the Illinois Human Rights Act, the Illinois Human Rights Commission's rules and regulations, the Illinois Department of Labor's rules and regulations, and all provisions of any and all federal, state, and local equal employment opportunity statutes, ordinances, and provisions.

2. The operation of the business shall at all times be in compliance with all federal, state, city and District laws, ordinances, rules and regulations.

3. The District may enter the Premises at reasonable hours to confirm compliance with the terms of this Lease Agreement and do anything which District may deem necessary for the good of the Premises. District shall provide Tenant with reasonable notice in advance of any inspection of the Premises.

4. District shall not be liable for any loss or damage to any merchandise, inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises.

5. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and Tenant shall

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indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

6. Any notice hereunder shall be sufficient if sent by regular mail as follows:

Decatur Park District 620 E. Riverside Ave. Decatur, IL 62521	Sky's The Limit Tree Service 601 S. 27th St. Decatur, IL 62521

7. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the parties after the date hereof.

8. If District undertakes any action to enforce the terms of this Lease, Tenant shall pay all costs and reasonable attorney's fees incurred by District, regardless of whether a lawsuit is filed.

9. All terms and provisions of this Agreement shall be binding upon and entered to the benefit of the parties and their respective successors and permitted assigns.

10. It is the intention of the parties that the laws of the State of Illinois shall govern the validity of this Agreement, the constructions of its terms, and the interpretation of the rights and duties of the parties hereunder.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one Agreement.

DECATUR PARK DISTRICT,
An Illinois unit of local government,

By
Date 7-1-26

DISTRICT:
DECATUR PARK DISTRICT

By____________________

ATTEST:

By Melanie Meer

NM

TENANT:
SKY'S THE LIMIT TREE SERVICE

By Nicholas Miller For Sky's The Limit Tree Service Inc.
Date 7-3-26

EXHIBIT A

Base Rent Calculation – Renewal Terms

- Renewal Term 1 (July 1, 2029 to July 1, 2030)

  Annual Base Rent: $6789.00 annually/$566.00 Monthly
- Renewal Term 2 (July 1, 2030 to July 1, 2031)

  Annual Base Rent: $7196.00 annually/$600.00 Monthly
- Renewal Term 3 (July 1, 2031 to July 1, 2032)

  Annual Base Rent: $7,628 annually/$636.00 Monthly
- Renewal Term 4 (July 1, 2032 to July 1, 2033)

  Annual Base Rent: $8086.00 annually/$674.00 Monthly
- Renewal Term 5 (July 1, 2033 to July 1, 2034)

  Annual Base Rent: $8571 annually/$714 Monthly

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LOCATION DESCRIPTION (A)

A - EQUIPMENT STORAGE
B - STORAGE
C - MECHANIC SHOP
D - OFFICE
E - SHOWROOM MULCH AND LOCAL WOOD PRODUCTS
F - STORAGE, FINISHED LUMBER
G - WOOD SHOP
H - SAWMILL OPERATION

MARK	DATE	DESCRIPTION

PLAN SET DESCRIPTION

SKY'S THE LIMIT TREE SERVICE

601 S 27TH ST, DECATUR, IL 62521

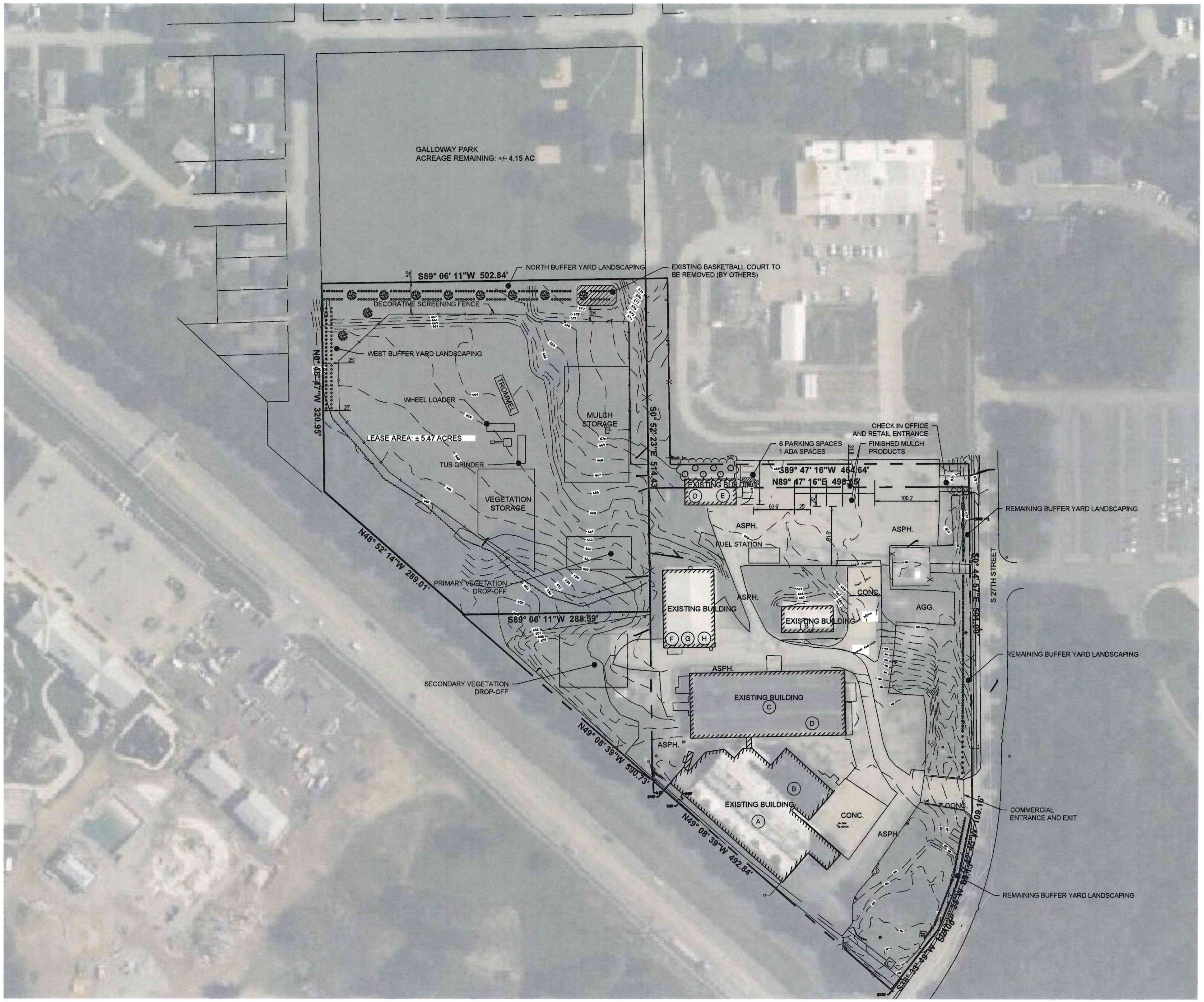
PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE INDEX

CONCEPT 1

EX001

5 NORTH COUNTRY CLUB ROAD
DECATUR, IL 62521
PHONE: (217)422-8544



<u>LOCATION DESCRIPTION</u> (A)

A - EQUIPMENT STORAGE
B - STORAGE
C - MECHANIC SHOP
D - OFFICE
E - SHOWROOM: MULCH AND LOCAL WOOD PRODUCTS
F - STORAGE: FINISHED LUMBER
G - WOOD SHOP
H - SAWMILL OPERATION

PARKING REQUIREMENTS:

1. **WHOLESALE ESTABLISHMENT: 1 SPACE PER 500 SFT = 7 SPACES**
   1.1. **PROPOSED SPACES: 7 (INCLUDING 1 ACCESSIBLE)**

LANDSCAPE PLAN NOTES

1. PARKING LOT = 7 PARKING SPACES
   A. TOTAL POINTS REQUIRED = 7*1.5 = 10.5
   B. TOTAL POINTS PROVIDED = 12
      i. 6 DECIDUOUS SHRUBS AT 2 POINTS = 12
2. NORTH BUFFER YARD = 506.23 LF (ALTERNATIVE COMPLIANCE)
   A. TOTAL POINTS REQUIRED = 505.98*1.5 = 758.97
   B. TOTAL POINTS PROVIDED = 504
      i. 8 SHADE TREES AT 18 POINTS = 144
      ii. 72 EVERGREEN SHRUBS AT 3 POINTS = 216
      iii. 72 DECIDUOUS SHRUBS AT 2 POINTS = 144
   - REMAINDER OF BUFFER YARD POINTS (256) SHALL BE PLACED IN THE FRONTAGE ALONG S. 27TH STREET. 34 EVERGREEN AND 77 DECIDUOUS SHRUBS.
3. WEST BUFFER YARD = 162 LF
   A. TOTAL POINTS REQUIRED = 162*1.5 = 243
   B. TOTAL POINTS PROVIDED 166
      i. 2 SHADE TREES AT 18 POINTS = 36
      ii. 26 EVERGREEN SHRUBS AT 3 POINTS = 78
      iii. 26 DECIDUOUS SHRUBS AT 2 POINTS = 52
   - REMAINDER OF BUFFER YARD POINTS (79) SHALL BE PLACED IN THE FRONTAGE ALONG S. 27TH STREET. 9 EVERGREEN AND 26 DECIDUOUS SHRUBS.

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS
SERVICE | SOLUTIONS | COMMITMENT
5 NORTH COUNTRY CLUB ROAD
DECATUR, IL 62521
PHONE: (217)422-8544
Toll-free: 1.833.4CHASTAIN
www.chastainengineers.com

MARK	DATE	DESCRIPTION

PLAN SET DESCRIPTION
SKY'S THE LIMIT TREE SERVICE
601 S 27TH ST, DECATUR, IL 62521

CERTIFIED BY: XXXXX X XXXXX

PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE INDEX
Date: 02/14/2024
Project Phase: CONCEPT PHASE

DRAWN BY :	DSM
CHECK BY :	JO
PROJECT NO. :	6768

CONCEPT 1

EX001

Excerpts from Plan Commission Meeting on September 4, 2025:

Case No. 25-09 **Petition of NICHOLAS MILLER to rezone the property located at 271 SOUTH 26th STREET AND 601 S. 27TH STREET from R-3 Single Family Residence District and M-2 Heavy Industrial District to PD Planned Development.**

It was moved and seconded (Jim Schwarz/Maurice Payne) to forward Case No. 25-09 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Stephanie Brown of Chastain, on behalf of the Petitioner, was sworn in by Amy Goodman and stated that the Park District is negotiating a contract for a lease agreement.

Nick Miller, Skye's the Limit, was sworn in by Amy Goodman and stated that he was waiting for
approval of a fence before signing the lease and that it should take place in the next week or two.

Discussion: A.G. Webber stated he is not opposed but would like for the Park District to have a signed agreement. Greg noted the vote could stipulate "prior to Lease being signed" and stated guidelines are if not developed after two years it becomes null. It was decided that the lease should be signed prior to Council approval.

Upon call of the roll, Commission members A.G. Webber, Matt Naber, Bobby Garner, Maurice Payne, Andrew Taylor, James Schwarz, James Oliver, Susie Peck voted aye. Motion carried.

STAFF REPORT
Decatur City Plan Commission

Hearing Date	September 4, 2025
Calendar No.	25-09
Property Location	271 S. 26th Street and 601 S. 27th Street
Requested Action	Rezone from R-3 Single Family Residence District and M-2 Heavy Industrial District to PD Planned Development District
Petitioner	Nicholas Miller
Representative	Stephanie Brown, Chastain & Associates

BACKGROUND

The subject sites at 271 South 26th Street and 601 S. 27th Street are currently zoned R-3 Single-Family Residence District and M-2 Heavy Industrial District. The sites are currently occupied by Sky's the Limit Tree Service and Decatur Park District property.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Sky's the Limit, Park District	R-3, M-2	Employment, Open Space
North	Galloway Park, Illinois Power	R-3, M-2	Open Space, Transportation/Utility
South	Decatur Park District	R-3	Open Space
East	GT Assembly of God Church	PD	Transportation/ Utility
West	Single-Family Residence	R-3	Residential-Low Density

PROJECT DESCRIPTION

Sky's the Limit Tree Service is a local business offering a variety of services, including emergency tree removal, tree trimming, stump grinding, land clearing, and mulch sales and delivery. The business has experienced significant growth over the past several years and is now in need of additional space to support its expansion.

The request is to rezone their existing property, currently zoned M-2 Heavy Industrial District, along with a portion of property leased from the Decatur Park District, currently zoned R-3 Single-Family Residence District, to PD Planned Development District.

The business will continue operations as usual at its current site. On the leased property, improvements will include the installation of a six-foot (6') tall composite fence along the west, north, and east boundaries, located at the top of the berm. There is an approximate six-foot grade change from the top of the berm down to the bottom of the leased property. In addition, a fifty-foot (50') landscaped buffer yard will be provided on the outside of the fence.

No permanent structures will be constructed on the leased property. The area will be used only for temporary storage of landscape materials, such as vegetation and mulch. Existing trees along the south side of the property will remain, providing a natural screen between U.S. Route 36 and the site.

STAFF ANALYSIS

The City of Decatur Zoning Ordinance provides standards for reviewing applications for planned developments. An analysis of the review standards is discussed herein:

1. ***Compatibility with the character of the surrounding neighborhood and general area.*** The proposed development is compatible with the character of the surrounding area, which features a mix of land uses, including single-family residences, Galloway Park, Sky's the Limit Tree Service, Illinois Power's training facility, GT Church and Decatur Park Districts Splash Cove. Additionally, the site is located just off US-36, a major highway that serves as one of the city's main arterial routes.
2. ***Effect on area.*** The expansion of this existing tree service business with the planned landscaping and screening is not expected to have any adverse effects on the surrounding area or the City as a whole.
3. ***Design and amenities.*** A six-foot (6') high site-break decorative fence will be installed to screen the storage area from adjacent residential and park uses. All required buffer yard and landscaping will be provided through Alternative Compliance, in accordance with the City of Decatur Zoning Ordinance, to ensure appropriate screening from nearby residential properties. No site lighting is proposed as part of this development.
4. ***Consistency with comprehensive plan.*** The proposed rezoning is consistent with the Future Land Use Plan designation for the area, which identifies Transportation/Utility, Open Space, Employment, and Residential–Low Density uses. This classification supports a mix of residential, commercial, and industrial uses, aligning with the petitioner's request.
5. ***Traffic capacity.*** South 27th Street and U.S. Route 36 have sufficient capacity to accommodate the traffic anticipated from the proposed expansion. In addition, the City Engineering Division has reviewed the project and determined that a Traffic Impact Report is not required.
6. ***Adequacy of utilities.*** Existing utilities and infrastructure are adequate to serve the proposed land use.
7. ***Integration.*** The proposed development will be developed in accordance with an overall design plan.
8. ***Adequacy of parking facilities.*** The proposed development will provide off-street parking. The preliminary site plan indicates a total of six (6) parking spaces, including one handicap-accessible space, for the proposed site.

The PD plan has been reviewed and approved by the City's Technical Review Committee, Planning and Engineering.

STAFF RECOMMENDATION

Based on the analysis, staff recommends approval of the proposed PD Planned Development District petition with the following conditions:

1. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and Fire Department prior to building permits being released.
2. The site will be developed in accordance with the approved Site Plan.

PLAN COMMISSION ACTION

Section XX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 25-09 to the City Council with a recommendation for approval is suggested.

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

Joselyn Stewart
Senior Transportation and Land Use Planner

ATTACHMENTS
1. Petition
2. Site Plan
3. Location and Zoning Map

City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Nicholas Miller				
Address	601 S 27th Street				
City	Decatur	State	IL	Zip	62521
Telephone	(217) 521-5187	Fax		E-mail	skysthelimittree@yahoc
Property Owner	Decatur Park District				
Address	620 E Riverside Ave				
City	Decatur	State	IL	Zip	62521
Telephone	(217) 422-5911	Fax		E-mail	cgerhard@decparks.coi
Representative	Stephanie Brown				
Address	5 N Country Club Rd				
City	Decatur	State	IL	Zip	62521
Telephone	(217) 422-8544	Fax		E-mail	sbrown@chastainengin

SECTION TWO: SITE INFORMATION	
Street Address	271 S 26th Street AND 601 S 27th St, Decatur, IL, 62521
Legal Description	See attached.
Present Zoning	☐ R-1 ☐ R-2 ☑ R-3 ☐ R-5 ☐ R-6 ☐ B-1 ☐ B-2 ☐ B-3 ☐ B-4 ☐ O-1 ☐ M-1 ☑ M-2 ☐ M-3 ☐ PMR-1 Is this property a Planned Unit Development? ☐ YES Approval Date: ______ ☐ NO
Please list all improvements on the site:	Buffer Yard Landscaping, Decorative Screening Fence, Mulch Storage, Vegetation Storage
Size of Tract	14.267 ☐ SF ☑ AC

SECTION THREE: REQUESTED ACTION	
Rezone Property To:	☐ R-1 ☐ R-2 ☐ R-3 ☐ R-5 ☐ R-6 ☐ B-1 ☐ B-2 ☐ B-3 ☐ B-4 ☐ O-1 ☐ M-1 ☐ M-2 ☐ M-3 ☐ PMR-1 Will this property be a Planned Unit Development? ☑ YES ☐ NO
Other:	Planned Development

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*

Petitioner will lease the lot from the Decatur Park District. The lot is currently in an R-3 Single Family Residential Zone and is next to his current Tree Service business. The petitioner would like to rezone to a PD to utilize the leased property for more vegetative storage.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (addit ional pages may be attached):

See attached.

SECTION FIVE: CERTIFICATION

	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature	Stephanie E Brown	**Date**	July 3, 2025

NOTES:

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

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

Section Four - Justification

Sky's the Limit Tree Service is a local business that provides a variety of services. These include emergency tree removal, tree trimming, stump grinding, land clearing, and mulch sales and delivery. Their business has experienced tremendous growth over the last several years and are in need of an expansion. The business is requesting a rezoning of their property (M-2 Heavy Industrial) as well as a portion they will be leasing from the Decatur Park District (R-3 Single Family) to a PD-Planned Development District.

The business will continue operations as usual on their existing site. On the leased ground, the business will install a six foot (6') tall composite fence on the west, north, and east sides, at the top of the berm. There is about a 6' grade change from the top of the berm to the bottom of the leased property. On the outside of the fence, a fifty-foot (50') landscaped buffer yard is included. Do the park being on the northside, alternative compliance is requested. This will install only trees outside the fence to ensure ease of mowing and maintenance. The other required landscaping will be installed along the perimeter of the property along South 27th Street.

No permanent structures will be constructed on the leased property. It will only be used for the temporary storage of landscape materials such as vegetation and mulch. The existing trees on the south side of the property will remain creating a natural screen between Route 36 and the site.

1. The proposed use is consistent with the zoning and uses for properties to the east including Sky's the Limit and Illinois Power's training facility. The property to the north will remain Galloway Park and owned by the Park District, creating a natural buffer between the proposed expansion and the residents to the north and east.

2. The property abuts two major arterial streets; South 27th Street and Route 36.

3. A six-foot (6') high site-break decorative fence will be used to screen the storage area from the neighboring residential and park uses.

4. All required buffer yard and landscaping will be provided via Alternative Compliance as per City of Decatur Zoning Ordinance to screen from residential uses.

5. No site lighting will be used.

6. The rezoning is consistent with the Future Land Use Plan for the area which shows a Transportation/Utility, Open Space, Employment, and Residential uses.

7. The rezoning of this property will keep it consistent with the adjacent zoning districts and is in harmony with the surrounding land development which is predominately industrial, manufacturing and heavy commercial in nature.

LEGAL DESCRIPTION OF LEASE AREA

PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 51 MINUTES 30 SECONDS EAST 217.00 FEET ALONG THE EAST L INE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 52 MINUTES 23 SECONDS EAST 514.43 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A POINT 260.00 FEET NORTH ALONG SAID EAST LINE FROM THE NORTHERLY RIGHT-OF-WAY LINE OF THE B & O RAILROAD; THENCE SOUTH 89 DEGREES 06 MINUTES 11 SECONDS WEST 288.59 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 48 DEGREES 52 MINUTES 14 SECONDS WEST 289.01 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 25TH STREET; THENCE NORTH 00 DEGREES 46 MINUTES 47 SECONDS WEST 320.95 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89 DEGREES 06 MINUTES 11 SECONDS EAST 502.84 FEET PARALLEL WITH THE SOUTH LINE OF THE HEREIN DESCRIBED PROPERTY TO THE POINT OF BEGINNING, CONTAINING 5.47 ACRES, MORE OR LESS.

TRACT 1:

A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SAID NW ¼, SW ¼, SEC. 18, SAID POINT BEING 991.35 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NW ¼, SW ¼, SEC. 18, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD; THENCE S 49°08'38.6" E (ASSUMED BEARING), 492.84 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 27TH STREET; THENCE N 38°33'48.7" E, 119.00 FEET ALONG THE SAID WEST RIGHT OF WAY LINE OF 27TH STREET; THENCE N 21°28'24.7" E, 80.13 FEET ALONG THE SAID WEST RIGHT OF WAY LINE; THENCE N 11°42'41.7" E, 109.15 FEET ALONG THE SAID WEST RIGHT OF WAY LINE; THENCE N 00°44'41.3" W, 536.99 FEET ALONG THE SAID WEST RIGHT OF WAY LINE; THENCE S 89°47'15.5" W, 498.73 FEET TO A POINT ON THE SAID WEST LINE OF THE NW ¼, SW ¼, SEC. 18; THENCE S 00°51'29.7" E, 487.25 FEET ALONG THE SAID WEST LINE OF THE NW ¼, SW ¼, SEC 18, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 7.613 ACRES MORE OR LESS.

TRACT 2:

A PART OF THE (NW ¼) QUARTER OF THE (SW ¼) OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

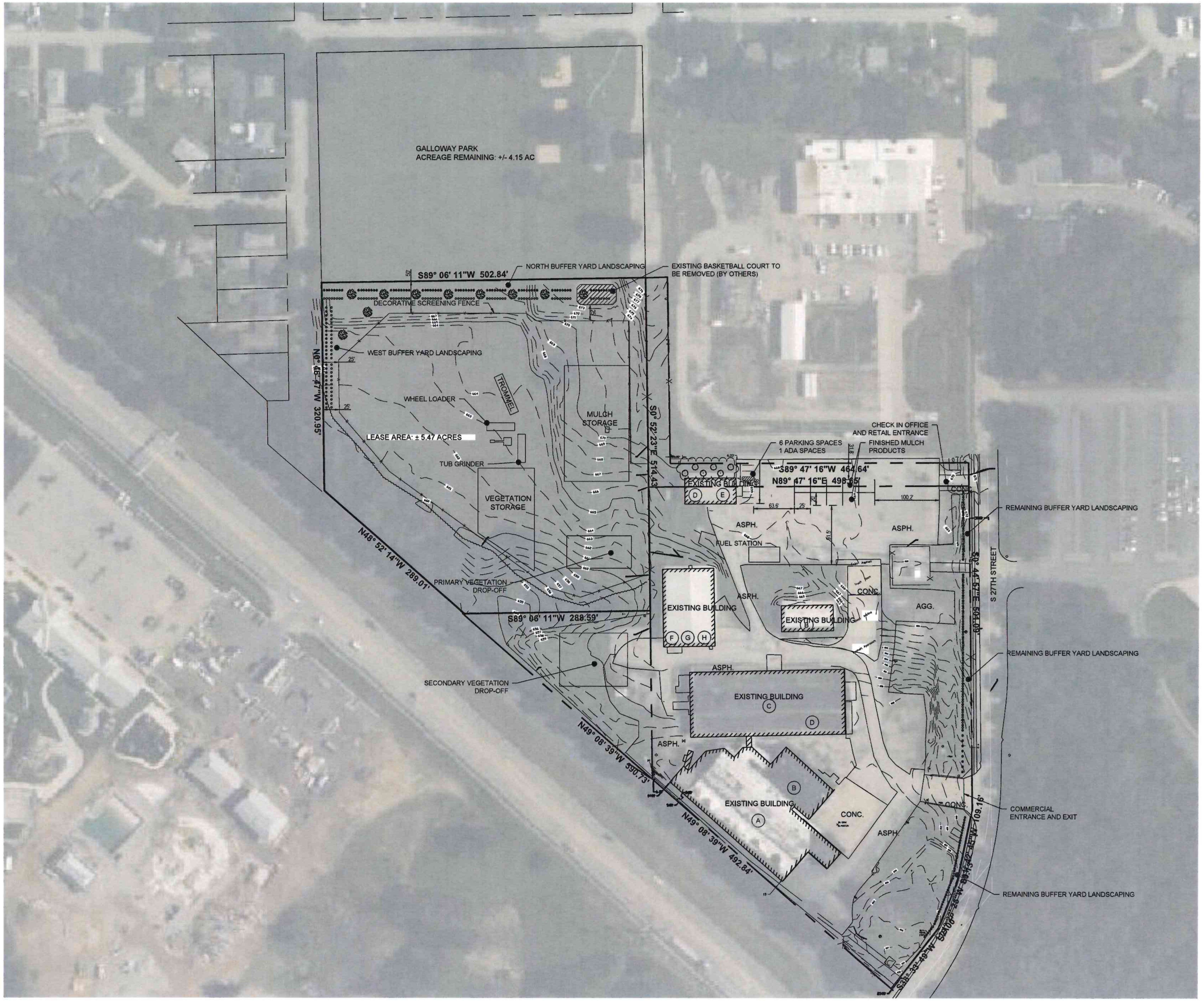
BEGINNING AT A POINT 217.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE SAID NW ¼, SW ¼, SEC. 18, ON THE WEST LINE OF THE SAID NW ¼, SW ¼, SEC. 18; THENCE EASTERLY 33.5 FEET ALONG A LINE PARALLEL WITH AND 217.00 FEET SOUTH OF THE

NORTH LINE OF SAID NW ¼, SW ¼, SEC. 18; THENCE SOUTHERLY 280.77 FEET ALONG A LINE PARALLEL WITH AND 33.5 FEET EAST OF THE SAID WEST LINE OF THE NW ¼, SW ¼, SEC. 18; THENCE EAST 465.23 FEET ALONG A LINE PARALLEL TO THE SAID NORTH LINE OF THE NW ¼, SW ¼, SEC. 18, TO A POINT ON THE WEST LINE OF THE 27TH STREET RIGHT OF WAY; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF THE 27TH STREET 6.33 FEET; THENCE WESTERLY 498.73 FEET ALONG A LINE PARALLEL WITH THE SAID NORTH LINE OF THE NW ¼, SW ¼, SEC. 18 TO A POINT ON THE WEST LINE OF THE SAID NW ¼, SW ¼, SEC. 18; THENCE NORTHERLY ALONG THE WEST LINE OF SAID NW ¼, SW ¼, SEC. 18, A DISTANCE OF 287.10 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.284 ACRES MORE OR LESS.

<u>TRACT 3:</u>

A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SAID NE ¼, SE ¼, SEC. 13 SAID POINT BEING 991.35 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NE ¼, SE ¼, SEC. 13, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD; THENCE N 48°15'18" W (ASSUMED BEARING) ALONG THE SAID NORTH RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD, 389.10 FEET; THENCE N 89°49'00" E, 289.49 FEET TO A POINT ON THE SAID EAST LINE OF THE NE ¼, SE ¼, SEC. 13, THENCE S 00°11'00" E ALONG SAID EAST LING OF THE NE ¼, SE ¼, SEC. 13, 260.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 0.86 ACRES MORE OR LESS.



LOCATION DESCRIPTION (A)

A - EQUIPMENT STORAGE
B - STORAGE
C - MECHANIC SHOP
D - OFFICE
E - SHOWROOM: MULCH AND LOCAL WOOD PRODUCTS
F - STORAGE: FINISHED LUMBER
G - WOOD SHOP
H - SAWMILL OPERATION

PARKING REQUIREMENTS:

1. WHOLESALE ESTABLISHMENT: 1 SPACE PER 500 SFT = 7 SPACES
   1.1. PROPOSED SPACES: 7 (INCLUDING 1 ACCESSIBLE)

LANDSCAPE PLAN NOTES

1. PARKING LOT = 7 PARKING SPACES
   A. TOTAL POINTS REQUIRED = 7*1.5 = 10.5
   B. TOTAL POINTS PROVIDED = 12
      i. 6 DECIDUOUS SHRUBS AT 2 POINTS = 12

2. NORTH BUFFER YARD = 506.23 LF (ALTERNATIVE COMPLIANCE)
   A. TOTAL POINTS REQUIRED = 505.98*1.5 = 758.97
   B. TOTAL POINTS PROVIDED = 504
      i. 8 SHADE TREES AT 18 POINTS = 144
      ii. 72 EVERGREEN SHRUBS AT 3 POINTS = 216
      iii. 72 DECIDUOUS SHRUBS AT 2 POINTS = 144
   - REMAINDER OF BUFFER YARD POINTS (256) SHALL BE PLACED IN THE FRONTAGE ALONG S. 27TH STREET. 34 EVERGREEN AND 77 DECIDUOUS SHRUBS.

3. WEST BUFFER YARD = 162 LF
   A. TOTAL POINTS REQUIRED = 162*1.5 = 243
   B. TOTAL POINTS PROVIDED 166
      i. 2 SHADE TREES AT 18 POINTS = 36
      ii. 26 EVERGREEN SHRUBS AT 3 POINTS = 78
      iii. 26 DECIDUOUS SHRUBS AT 2 POINTS = 52
   - REMAINDER OF BUFFER YARD POINTS (79) SHALL BE PLACED IN THE FRONTAGE ALONG S. 27TH STREET. 9 EVERGREEN AND 26 DECIDUOUS SHRUBS.

0' 40' 80' 160'
1 INCH = 80 FEET

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS
SERVICE | SOLUTIONS | COMMITMENT™
5 NORTH COUNTRY CLUB ROAD
DECATUR, IL 62521
PHONE: (217)422-8544
Toll-free: 1.833.4CHASTAIN
www.chastainengineers.com

MARK	DATE	DESCRIPTION

PLAN SET DESCRIPTION
SKY'S THE LIMIT TREE SERVICE
601 S 27TH ST, DECATUR, IL 62521

CERTIFIED BY: XXXXX X XXXXX

PRELIMINARY NOT FOR CONSTRUCTION

ISSUANCE INDEX
Date: 02/14/2024
Project Phase: CONCEPT PHASE
DRAWN BY : DSM
CHECK BY : JO
PROJECT NO. : 8768

CONCEPT 1

EX001

City of Decatur Plan Commission
271 S 26th St & 601 S 27th St

Case No: 25-09

Date: September 04, 2025

Petition of: Nicholas Miller

Requested Action: Rezone from R-3 Single Family Residence District and M-2 Heavy Industrial District to PD Planned Development District

Council Memo
Public Works Department
No. 2026-73

DATE: 8/3/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Paul Caswell, City Engineer
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed & Lake Manager

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co. Inc. for the Nelson Park Boat Ramp Improvements, City Project 2026-42

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the Nelson Park Boat Ramp Improvements Project, City Project 2026-42, to Entler Excavating Co. Inc. as the lowest responsive and responsible bidder in the amount of $794,511.38, and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:
Project Description
This project will upgrade and replace the existing Nelson Park Boat Ramp, which was originally constructed in the 1960s. In 2023, the City polled lake users with 3 options, they overwhelmingly picked the current design. The improvements will include replacing the existing ramp with longer and wider launching lanes to better accommodate today's boats and trailers, improve launching efficiency, and enhance overall boater safety.

As part of the project, the existing docks will be replaced with new floating, ADA-compliant docks that are consistent with the recently upgraded marina dock system. The existing concrete dock infrastructure has deteriorated over time due to age, weathering, and prolonged exposure to fluctuating water levels, making repairs increasingly difficult and costly.

This investment will modernize Lake Decatur's primary public boat access, improve accessibility for all users, reduce long-term maintenance costs, and provide a safer and more reliable facility for recreational boaters. The upgraded boat ramp will also better support large community events held on Lake Decatur, including national boat races and fishing tournaments. It will ensure that the facility will continue to serve residents and visitors for decades to come.

If approved, the Nelson Park Boat Ramp will close after September 14, 2026, to allow construction to begin before winter weather impacts work on the lake. The project is scheduled to reach substantial completion by

December 31, 2026, with a grand reopening planned for April 1, 2027. Depending on weather conditions and construction progress, the project may be completed and reopened earlier than the anticipated opening date.

In 2024, the City generated $241,371.00 in revenue from boat and dock registrations. In 2025, revenue totaled $214,817.00. The decrease in revenue was primarily attributable to the removal of the Nelson Park Boat Clubs during the replacement of the docks with new facilities installed by G & H Marine.

Public Letting Results
The project plans and specifications were prepared by the Public Works Department and Martin Engineering Company. The project was advertised on Wednesday, July 1, 2026, and bids were opened on Wednesday, July 22, 2026. The results from the bid letting are as follows:

Bidder	Bid Price	Compared to Engineer's Estimate Over (Under)
Entler Excavating Co. Inc.	$ 794,511.38	-48.42%
O'Shea Builders	$1,322,900.00	-14.12%
Engineer's Estimate	$1,540,380.00	

Four contractors took out bid packages and two contractors submitted bid proposals for the project. Entler Excavating provided the lowest responsive and responsible bid at 48.42% under the Engineer's Estimate. Their bid proposal has been reviewed by Martin Engineering Company and staff and has been found to be responsible and responsive, see attached recommendation letter.

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount should be for the purchase of goods, material, and equipment to MBE; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.
3. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of $50,000.

Entler provided evidence of a good faith effort in seeking minority business participation but did not reach the 10% goal. They intend to meet the 18% minority worker goal.

LEGAL REVIEW: The project plans and specifications were reviewed by the Legal Department on April 27, 2026.

PRIOR COUNCIL ACTION:
The 2026 Capital Improvements Plan, approved by Council, included an allocation of funds for this project.

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

INPUT FROM OTHER SOURCES:
Martin Engineering.

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer, Robert Weil, Water Production Manager, and Jennifer Gunther, Watershed and Lake Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Budget Impact: The adopted Water Lake Capital budget provides $1,800,000.00 for this project.
Staff Impact: Staff has allocated time to manage this project.

ATTACHMENTS:
1. 2026-73 Resolution Accepting the Bid and Authorizing the Execution of a Contractor with Entler Excavating Co Inc for the Nelson Park Boat Ramp Improve
2. 2026-73 MBE Utilzation Statement CP2026-42
3. 2026-73- Bid Tab
4. 2026-73 Nelson Park Pictures
5. 2026-73 MEC Recommendation Letter

RESOLUTION NO. __________

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH ENTLER EXCAVATING CO. INC. FOR THE NELSON PARK BOAT RAMP IMPROVEMENTS, CITY PROJECT 2026-42

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

Section 1. That the tabulation of bids received for City Project 2026-42, Nelson Park Boat Ramp Improvements Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Co. Inc. in the amount of $794,511.38 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavating Co. Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $794,511.38.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of $50,000 as a bonus.

PRESENTED and ADOPTED this 3rd day of August 2026.

____

Julie Moore Wolfe, Mayor

ATTEST:

____

Kim L. Althoff, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 1st day of August, 2026 by and between the City of Decatur, Illinois, hereinafter called "Owner", and Entler Excavating Co., Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"NELSON PARK BOAT RAMP INPROVEMENTS",** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **The Completion Date for this project is April *1, 2027. The Contractor shall complete all work subject to the date on or before the specified date.***

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond (required for contracts greater than $150,000)	Standard Specifications
	Appendices

Addenda #1 dated 7/9/2026, Addenda #2 dated 7/16/2026 and Addenda #3 dated 07/17/2026.

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

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

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

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

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

ATTEST: CITY OF DECATUR, ILLINOIS

_______________________________ By _______________________________

CITY CLERK MAYOR

ENTLER EXCAVATING CO., INC.

_______________________________ By _______________________________

SECRETARY (Corporate Seal) PRESIDENT

CONTRACT PERFORMANCE BOND

(REQUIRED FOR CONTRACTS GREATER THAN $150,000)

Project: Nelson Park Boat Ramp Improvements
Project Number: 2026-42

We, ENTLER EXCAVATING CO., INC. ____________________

____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of ______________ ,

as PRINCIPAL, ____

____ as SURETY,

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

Seven Hundred Ninety-Four Thousand, Five Hundred Eleven and 38/100--------------------------------------

______________________________ Dollars ($794,511.38), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

ENTLER EXCAVATING	
(Company Name)	(Company Name)
By: ______________________	By: ______________________
(Signature & Title)	(Signature & Title)
Attest: ______________________	Attest: ______________________
(Signature & Title)	(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF ______________________

I, ______________________________, a Notary Public in and for said county, do hereby certify that

____

____

(Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this ____________ day of __________________ A.D. ________

My commission expires ______________ ______________________________ **(SEAL)**

Notary Public

SURETY

______________________________ By: ______________________________

(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF ______________________

I, ______________________________, a Notary Public in and for said county, do hereby certify that

____

____

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this ____________ day of __________________ A.D. ________

My commission expires ______________ ______________________________ **(SEAL)**

Notary Public

CITY OF DECATUR

Approved this 1st day of August, A.D. 2026

Attest:

______________________________ City Council

Kim Althoff, City Clerk City of Decatur, Illinois

______________________________ ______________________________

Julie Moore Wolfe, Mayor

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
NELSON PARK BOAT RAMP IMPROVEMENTS
CITY PROJECT *2026-42*

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	COFFERDAM (TYPE 2)	EA	1	318000.00	318000.00
2	CONCRETE STRUCTURE REMOVAL (BOAT RAMP AND BOARDING PIERS)	EA	1	25000.00	25000.00
3	ASPHALT PAVEMENT REMOVAL	SY	230	25.00	5750.00
4	SEDIMENT REMOVAL AND DISPOSAL	CY	110	60.00	6600.00
5	ARTICULATED BLOCK REVETMENT MAT	SY	85	223.36	18985.08
6	RIPRAP RR3	SY	60	175.00	10500.00
7	REINFORCED PCC BOAT RAMP PAVEMENT, 8"	SY	583	225.00	131175.00
8	ASPHALT TRANSITION PAVEMENT	SY	126	186.00	23436.00
9	PCC SIDEWALK, 5"	SF	155	34.00	5270.00
10	FLOWABLE FILL	4	CY	500.00	2000.00
11	PCC SHORE ABUTMENT	EA	3	6500.00	19500.00
12	AGGREGATE BASE COURSE, TY B, 6" (CA3)	LSUM	1	5000.00	5000.00
13	AGGREGATE BASE COURSE, TY B, 6" (CA6)	SY	595	20.00	11900.00
14	AGGREGATE BASE COURSE, TY B, 8" (CA6)	SY	126	26.00	3276.00
15	AGGREGATE BASE COURSE, TY B, 8" (CA7)	SY	85	26.00	2210.00
16	COURTESY BOAT DOCK	EA	3	35303.10	105909.30
17	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EA	1	$100,000	$100,000

TOTAL BASE BID 794511.38

TOTAL BASE BID IN WORDS Seven hundred ninety four thousand five hundred eleven dollars and thirty eight cents

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	7-22-26	Project Title:	NELSON PARK BOAT RAMP IMPROVEMENTS	
Total Contract Value:	794,511.38	Project Number:	2026-42	

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating Co Inc

Address: 819 N Sunnyside Rd
Decatur, IL 62522

Phone: 217-428-1805

Contact Person: Stuart Entler

Email: Karenentlerex@gmail.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
G+H Marine	NonMBE	100,000.00	12.586	boat dock supplier
Dunn Co	NonMBE	20,000.00	2.517	Asphalt
Totals		120,000.00	15.103	

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Sanchez Group	Phone | Email	not bidding
Thurston Paine Construction	Phone | Email	not bidding
MetroMex Contractors	Phone | Email	not bidding
Reyes Group Ltd	Phone | Email	not bidding
Rula's Enterprises	Phone | Email	not bidding
Carrera Concrete Const.	Phone | Email	not bidding
Araiza Corp	Phone | Email	not bidding
DAK Inc	Phone | Email	not bidding

- If more firms were contacted, please copy this form and attach the additional information.

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

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

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

Signature of Prime Contractor

7-22-26
Date

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	7-22-26	Project Title:	NELSON PARK BOAT RAMP IMPROVEMENTS
		Project Number:	2026-42

Prime Contractor: Entler Excavating Co Inc

Address: 819 N Sunnyside Rd
Decatur, IL 62522

Phone: 217-428-1865

Contact Person: Stuart Entler

Email: Karenentlerex@gmail.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

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

☒	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

[signature] 7-22-26
Signature of Prime Contractor Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

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

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

REVIEWED BY:

Public Works Director Date

PROJECT NUMBER: 2026-42
PROJECT NAME: Nelson Park Boat Ramp Improvements

BID DATE: 7/22/2026
TIME: 10:00 A.M.

FUND: Water Lake Capital
ORGANIZATION CODE: 81808128
OBJECT CODE: 485660

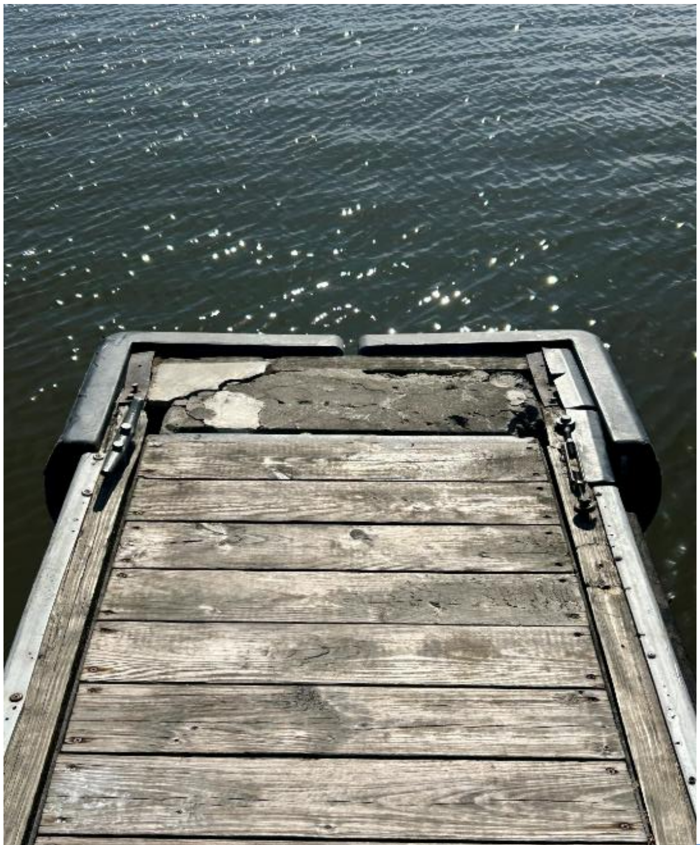
				Engineer's Estimate City Engineering Division		Entler Excavating Co., Inc. 819 N. Sunnyside Decatur, IL 65255 Contact Person Stuart Entler 217-428-1865 karenentler@gmail.com		O'SHEA Builders 3401 Constitution Drive Springfield, IL 62711 Contact Person Michael O'Shea 217-522-2826 mikeoshea@osheabuilders.com	
Item Number	**Pay Item**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	COFFERDAM (TYPE 2)	1	EA	$325,000.00	$325,000.00	$318,000.00	$318,000.00	$460,000.00	$460,000.00
2	CONCRETE STRUCTURE REMOVAL (BOAT RAMP AND BOARDING PIERS)	1	EA	$61,050.00	$61,050.00	$25,000.00	$25,000.00	$184,958.00	$184,958.00
3	ASPHALT PAVEMENT REMOVAL	230	SY	$85.00	$19,550.00	$25.00	$5,750.00	$37.70	$8,671.00
4	SEDIMENT REMOVAL AND DISPOSAL	110	CY	$50.00	$5,500.00	$60.00	$6,600.00	$38.82	$4,270.20
5	ARTICULATED BLOCK REVETMENT MAT	85	SY	$1,100.00	$93,500.00	$223.36	$18,985.60	$731.84	$62,206.40
6	RIPRAP RR3	60	SY	$220.00	$13,200.00	$175.00	$10,500.00	$266.78	$16,006.80
7	REINFORCED PCC BOAT RAMP PAVEMENT, 8"	583	SY	$655.00	$381,865.00	$225.00	$131,175.00	$405.00	$236,115.00
8	ASPHALT TRANSITION PAVEMENT	126	SY	$1,370.00	$172,620.00	$186.00	$23,436.00	$286.61	$36,112.86
9	PCC SIDEWALK, 5"	155	SF	$250.00	$38,750.00	$34.00	$5,270.00	$84.52	$13,100.60
10	FLOWABLE FILL	4	CY	$1,000.00	$4,000.00	$500.00	$2,000.00	$559.00	$2,236.00
11	PCC SHORE ABUTMENT	3	EA	$4,500.00	$13,500.00	$6,500.00	$19,500.00	$7,926.00	$23,778.00
12	AGGREGATE BASE COURSE, TY B, 6" (CA3)	1	LSUM	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$8,557.00	$8,557.00
13	AGGREGATE BASE COURSE, TY B, 6" (CA6)	595	SY	$75.00	$44,625.00	$20.00	$11,900.00	$84.12	$50,051.40
14	AGGREGATE BASE COURSE, TY B, 8" (CA6)	126	SY	$95.00	$11,970.00	$26.00	$3,276.00	$58.38	$7,355.88
15	AGGREGATE BASE COURSE, TY B, 8" (CA7)	85	SY	$150.00	$12,750.00	$26.00	$2,210.00	$101.38	$8,617.30
16	COURTESY BOAT DOCK	3	EA	$80,000.00	$240,000.00	$35,303.10	$105,909.30	$33,622.00	$100,866.00
17	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EA	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00

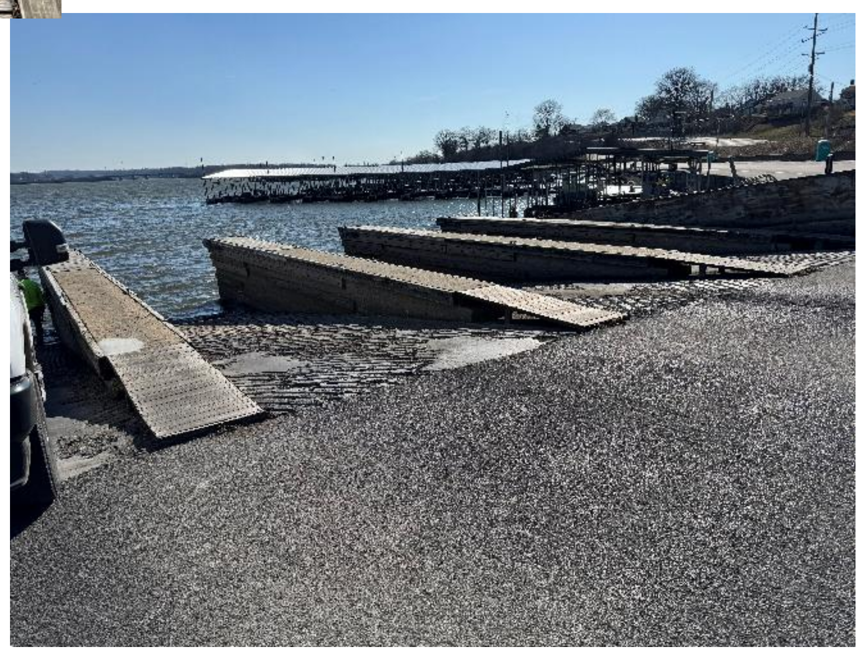
	Engineer's Estimate	Entler Excavating Co., Inc.	O'SHEA Builders
TOTAL BIDS (AS CORRECTED)	$1,540,380.00	$794,511.90	$1,322,902.44
Percent Over Under ENGINEER'S ESTIMATE		-48.42%	-14.12%

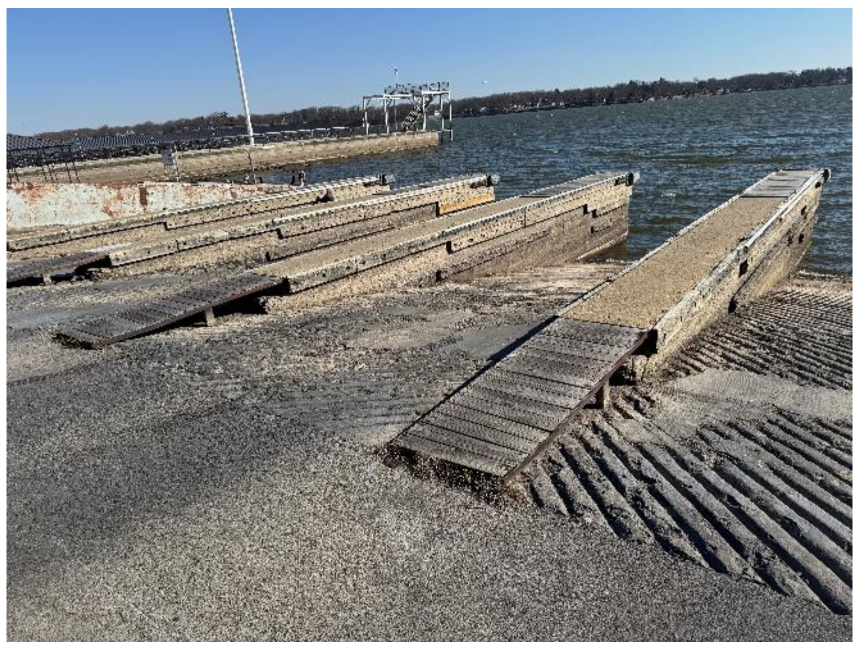
Matthew Newell, P.E., Public Works Director

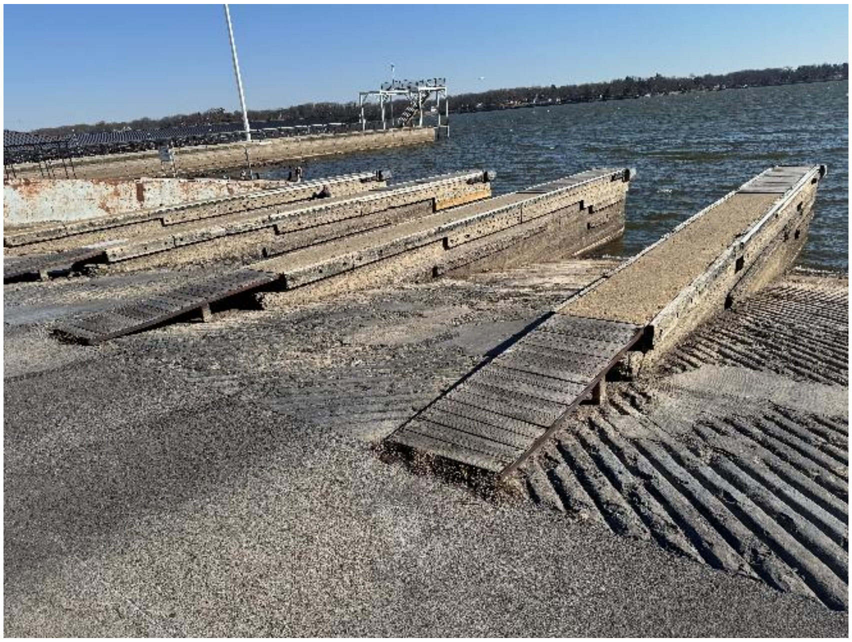
7-22-26
Date

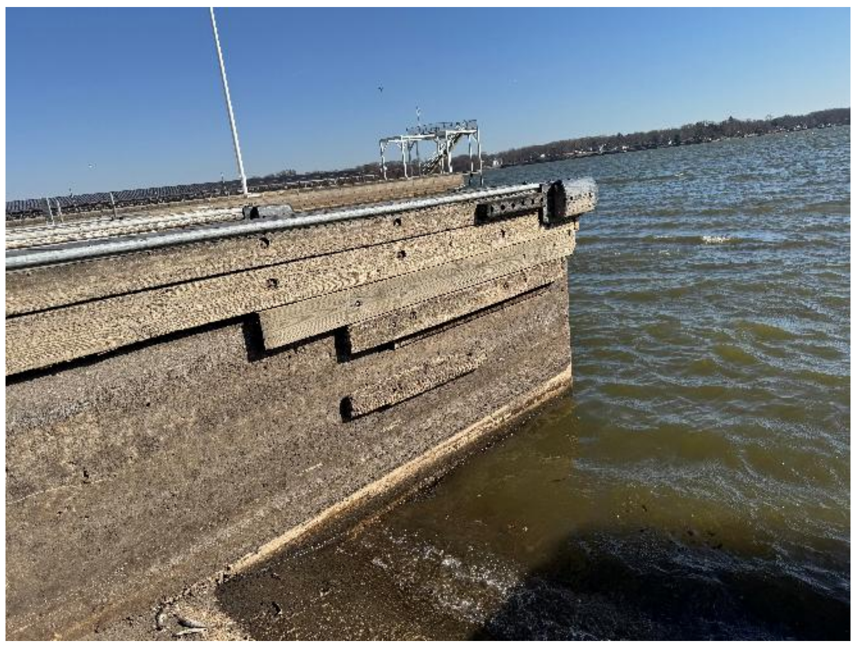
Existing Nelson Park Boat Ramp











MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS/LAND SURVEYORS
3695 South 6th Street Frontage Road, Springfield, Illinois 62703

July 27, 2026

City of Decatur
1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attn: Paul Caswell, City Engineer

RE: Nelson Park Boat Ramp Improvements
City No. 2026-42
MEC No. 23043

Dear Mr. Caswell:

Bids were opened on July 22, 2026 for the Nelson Park Boat Ramp Improvements project. The low bidder was Entler Excavating with a bid of $794,511.38. Martin Engineering has worked with Entler Excavating on various projects in the past and feel they can perform the work required by this project.

We recommend that the City of Decatur enter into a contract with Entler Excavating for the above-referenced project.

Respectfully,

MARTIN ENGINEERING COMPANY

Tyler K. Walker, P.E.
Vice President

Office: 217-698-8900 —— mecmail@martinengineeringco.com —— Fax: 217-698-8922

Council Memo
Information Technology Department
No. 2026-299

DATE: 8/3/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Travis Schanaman, Director of Information Technology

SUBJECT:
Resolution Authorizing City Manager to Execute and Enter into Annual Support and License Agreement with Tyler Technologies, Inc. for Municipal Justice

SUMMARY RECOMMENDATION: City staff recommends that City Council approve the attached resolution authorizing the City Manager to enter into an Annual Support and License Agreement with Tyler Technologies, Inc. for software and services for the period ending on 8/31/2027 for the City's municipal justice application.

BACKGROUND:
This is the annual support agreement between the City of Decatur and Tyler Technologies, Inc for licensed use of the integrated software system that supports the operations of the corporate counsel in administrative court and in the legal enforcement of city code and compliance. The attached agreement provides for continued use of the Tyler Technologies, Inc. for Municipal Justice.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:
From 2011 onward, council has approved the use of this software. This software was approved in the annual budget for 2026.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES:
None

STAFF REFERENCE: Travis J. Schanaman, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS: The total for this contract renewal is $53,491.23 for the period ending on 8/31/2027. It will be executed using the Information Technology 2026 General Fund budget under the IT Department's Computer Software. The City intends to pay the contract in full in a single installment. There is a cost variance from the original projected expense of $98,000. Previous budget projections were based on a change to the application and a move to a cloud-hosted service. However, limitations in technology and processes in other areas required to integrate have prevented this change for the foreseeable future.

ATTACHMENTS:

1. 2026 Resolution - Incode
2. Invoice for continuation of services

RESOLUTION NO. R________________________

RESOLUTION AUTHORIZING RENEWAL OF ANNUAL SUPPORT AND LICENSE AGREEMENT WIH TYLER TECHNOLOGIES, INC.

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

Section 1. That the invoice for renewal presented to the Council herewith from Tyler Technologies, Inc. for support and licensing of the Municipal Justice and supporting components, be, and the same is hereby received, placed on file, and approved.

Section 2. That the City Manager or her designee be, and she is hereby, authorized and directed to make payment to Tyler Technologies, Inc., in an amount not to exceed $53,491.23 on behalf of the City of Decatur for support and licensing of the Municipal Justice and supporting components.

PRESENTED AND ADOPTED this 3rd day of August 2026.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

Keg# 25505

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00303818	08/01/26	1 of 1

Bill To: CITY OF DECATUR
ACCOUNTS PAYABLE
1 GARY K ANDERSON PLZ
DECATUR, IL 62523-1005

Delivery To: CITY OF DECATUR
ACCOUNTS PAYABLE
1 GARY K ANDERSON PLZ
DECATUR, IL 62523-1005

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
41741	LOC000019374	LOC000019374	USD	Net30	8/31/2026

Cust PO#	Sales Order	Billing Schedule
2011-0181	SBI1000-000018248	211-2011110181

Contract Date	Description	Quantity	Unit Price	Extended Price
09/06/11	Court Online Component - Annual Fee 09/01/2026 - 08/31/2027	1	$1,800.00	$1,800.00
	Third Party System Software		**$1,666.23**	**$1,666.23**
12/15/11	System Software - Maintenance 09/01/2026 - 08/31/2027			
	Municipal Justice Annual Fees		**$50,025.00**	**$50,025.00**
12/15/11	Laserfiche Court Suite Interface - Maintenance 09/01/2026 - 08/31/2027			
12/15/11	Output Processor Server - Maintenance 09/01/2026 - 08/31/2027			
12/15/11	Criminal Case Manager - Maintenance 09/01/2026 - 08/31/2027			
12/15/11	Centralized Cash Collections - Maintenance 09/01/2026 - 08/31/2027			
12/15/11	Laserfiche Output Channel - Maintenance 09/01/2026 - 08/31/2027			
12/15/11	Court to Police Third-Party Interface - Maintenance 09/01/2026 - 08/31/2027			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	$ 53,491.23
Sales Tax	$0.00
Total	$ 53,491.23