



Tuesday, February 18, 2025
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

1. Approval of Minutes of February 3, 2025

IV. Unfinished Business

V. New Business

1. Resolution Receiving Certificate of Publication for Proposed Annexation Agreement
2. Public Hearing for Proposed Annexation Agreement between the City of Decatur and McLeod Properties, LLC
3. Resolution Authorizing Annexation Agreement with McLeod Properties, LLC
4. Resolution Authorizing Purchase of Tyler Technologies Enterprise ERP Time and Attendance Software
5. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc. for the Oakland and Grand Area Sewer Separation Project – Basin 5 & 6 Storm Sewer, City Project 2021-01
6. 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 Amending City Code Chapter 50 Licenses
- B. Ordinance Amending City Code Chapter 50.1 Transient Merchants
- C. Ordinance Amending City Code Chapter 52.1 Place of Amusement
- D. Ordinance Amending City Code Chapter 53 Ambulance Service
- E. Ordinance Amending City Code Chapter 54 Amusement Devices
- F. Ordinance Amending City Code Chapter 54.1 Video Gaming License
- G. Ordinance Amending City Code Chapter 55.1 Mobile Food Units, Temporary Vendor Stands and Food and Beverage Carts
- H. Ordinance Amending City Code Chapter 57 House Moving
- I. Ordinance Amending City Code Chapter 58 Secondhand Stores, Auction Houses and Rummage Rooms
- J. Ordinance Amending City Code Chapter 59 Sign Hangers
- K. Ordinance Amending City Code Chapter 62 Raffles
- L. Ordinance Amending City Code Chapter 63 Mobile Home Parks
- M. Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur
- N. Ordinance Amending City Code Chapter 66.1 Regulation of Lake Decatur Boating
- O. Ordinance Amending City Code Chapter 66.2 Regulation of Lake Decatur Docks
- P. Resolution Accepting the Bid Price of S&R Marine and Equipment Inc., for the Purchase of One (1) SeaArk Patrol Boat, Trailer and Accessories
- Q. Resolution Accepting the Bid Price of AHW LLC for the Purchase of One (1) 2025 John Deere 1570 Mower
- R. Ordinance Annexing Territory –3444 North Taylor Avenue
- S. Resolution Authorizing an Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement
- T. Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any other Method within a Certain Area in the City of Decatur
- U. Resolution Authorizing the Execution of a Highway Authority Agreement Between the City of Decatur and Crossing Healthcare

VI. Other Business

VII. Adjournment

1. Monthly Reports, January, 2025

CITY COUNCIL MINUTES
Monday, February 3, 2025

On Monday, February 3, 2025, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Bryan Smith, Lloyd Holman, Amy Rueff, Mike Debouck, Ayn Owens, Anthony Chapple, Bret Robertson and Pastor Ken White.

Council members responded to citizens' comments.

The minutes of January 21, 2025, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Pat McDaniel, David Horn, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Councilman Chuck Kuhle voted present. Mayor Moore Wolfe declared the motion carried.

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

R2025-119 Resolution Authorizing the City of Decatur to Affect a Funds Transfer from the Capital Fund to the Community Revitalization Fund, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave an overview of the Resolution.

Council members held a discussion concerning overspending and measures taken to ensure that the budget is adhered to.

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

2025-02 Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the

Fiscal Year Ending December 31, 2024, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Ms. Ruby James, Director of Finance, answered questions from Council members concerning the connection between the water fund, Old Town TIF and debt payment.

Mr. Anthony Cooling, Budget and Revenue Officer, spoke about the streetscape project involving these funds.

Ms. James, Director of Finance, continued answering questions concerning the band fund, fire pension fund and police pension fund.

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

2025-120 Resolution Authorizing a Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc., to Provide Engineering Services for Disinfection Byproduct Reduction, City Project 2025-04, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Robert Weil, Water Production Manager, gave an overview of the Resolution and answered questions from Council members regarding the scope of services proposed by Burns & McDonnell.

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

R2025-121 Resolution Authorizing Intergovernmental Agreement for Rural Public Transportation Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave an overview of the following three Resolutions as they related to transportation services.

Ms. Lacie Elzy, Director of Transportation Services, spoke about the collaboration between Macon County, Village of Mt. Zion and Village of Forsyth to provide affordable and reliable transportation services.

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

R2025-122 Resolution Authorizing Intergovernmental Agreement Incorporating Village of Mt. Zion into the City of Decatur's Urban Transit Network, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2025-123 Resolution Authorizing Intergovernmental Agreement Incorporating Village of Forsyth into the City of Decatur's Urban Transit Network, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

City Manager Gleason provided the City Manager Update. New hire: Cody Hiser, Neighborhood Service Officer in Economic and Community Development. Retirement: Rex Dummermuth, Supervisor of Technical Services in Public Works. The City of Decatur was awarded a \$3 million site readiness grant from Illinois DCEO to help with a watermain extension north of I-72 and to study supplying ground water to this area.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through M. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Horn requested to remove Item G. from the Consent Agenda Calendar. The Clerk read Items A. through F. and H. through M.:

Item A. 2025-03 Ordinance Annexing Territory 3047 Lakeland Road

Item B. 2025-04 Ordinance Annexing Territory 2965 South Wheatland Road

Item C. R2025-124 Resolution Authorizing Acceptance of a Sourcewell Contract for the Purchase of One (1) Stump Grinder from Vermeer Sales & Service

Item D. R2025-125 Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) Backhoe

Item E. R2025-126 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Sutton Ford Inc. for the Purchase of Six (6) 2025 Ford Explorer Police Interceptor Vehicles

Item F. R2025-127 Resolution Accepting the Bid Price of CDS Office Technologies for the Purchase of Computer Equipment for Six (6) 2025 Ford Police Interceptor Vehicles

Item H. R2025-128 Resolution Authorizing a Professional Services Agreement with Lisa Bonnett

Item I. R2025-129 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Bodine Electric of Decatur and Appropriating Motor Fuel Tax Funds for the 2024 Traffic Signal Improvements Project, Section Number 24-00437-00-TL City Project 2024-37

Item J. 2025-05 Ordinance Authorizing Exceptions to the Zoning Ordinance - No Frontage on a Public Street - No Direct Access to a Public Street - 2600 Block of South Taylor Road

Item K. R2025-130 Resolution Authorizing Professional Service Agreement with Milliman Inc. for Actuarial Services Regarding City of Decatur Retiree Health Care Benefits

Item L. R2025-131 Resolution Authorizing Professional Service Agreement with Milliman Inc. for Actuarial Services Regarding Police and Firefighters' Pension Plans
Item M. R2025-132 Resolution Authorizing Annual Payment to the Economic Development Corporation of Decatur and Macon County (EDC) for Administration of the Decatur Macon County Enterprise Zone

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

R2025-133 Resolution Authorizing a Professional Services Agreement with MunicipalH2O to Prepare Compliance Documents for the American Water Infrastructure Act of 2018, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Robert Weil, Water Production Manager, answered questions from Councilman Horn about CO2 leaks in Lake Decatur being included in the assessment and plan.

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

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

Ms. Lacie Elzy, Transportation Services Director, was commended for her work with the public transit system. There was a moment of silence to remember those who passed away in the community recently.

Ms. Wendy Morthland, Corporation Counsel, answered questions concerning the YWCA demolition.

Councilman Horn spoke about the injunction filed between St. Teresa High School and Heritage Behavioral Health Center.

There being no Other Business, Mayor Moore Wolfe called for Adjournment.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:45 p.m.

Approved _____
Kim Althoff
City Clerk

RESOLUTION NO. _____

**RESOLUTION RECEIVING CERTIFICATE OF PUBLICATION
FOR PROPOSED ANNEXATION AGREEMENT**

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

Section 1. That the Certificate of Publication for notice of the public hearing on the Annexation Agreement between the City of Decatur and McLeod Properties, LLC, be, and the same is hereby, received and placed on file.

PRESENTED, PASSED, APPROVED and RECORDED this 18th day of February
2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

CERTIFICATE OF PUBLICATION

State of Illinois)
) ss.
County of Macon)

I, the undersigned, do hereby certify that I am the publisher of DECATUR TRIBUNE, a public and secular newspaper of general circulation, published weekly in the City of Decatur, Macon County, Illinois, and that the same has been regularly published for at least one year prior to the date of the first publication of the notice hereinafter mentioned, and is qualified as a newspaper as defined in Act - Chapter 100, Sections 1 and 5, Illinois Revised Statutes.

I further certify that a notice, or advertisement, of which the annexed is a true printed copy, has been regularly published in said newspaper,.....times, once in each week for.....successive weeks, the first publication thereof having been made in the issue of the DECATUR TRIBUNE on the 29th day of Jan..... A.D. 2025 and the last publication thereof having been made in the issue of said newspaper published on the 29th day of Jan..... A.D. 2025 Fee \$ 37.25

IN WITNESS WHEREOF, I have hereunto set my hand at Decatur in said County and State, this 29 day of Jan. A.D. 2025.


Publisher.

DECATUR TRIBUNE

Received Payment

By _____

Annexation Agreement with
McLeod Properties Notice of
Public Review

The City of Decatur will host a public hearing on the proposed annexation agreement with McLeod Properties at 5:30 pm on February 18, 2025, in the City Council Chamber, 3rd floor of the Decatur Civic Center, 1 Gary K. Anderson Plaza, Decatur, Illinois.

The annexation agreement better positions the City of Decatur for economic and community development growth by annexing two parcels north of I-72 and west of State Route 48 into the city limits. The agreement also provides a financial incentive to McLeod Properties for the development of a new 600,000 sq. ft. warehouse located at 3960 East Mound Road, Decatur, IL.

A copy of the annexation agreement will be available for public review beginning January 29, 2025, through February 18, 2025, at 12:00 pm at the following location: City Clerk's Office 3rd Floor, 1 Gary K. Anderson Plaza, Decatur, IL 62523.

Residents are encouraged to provide written comments during the review period and at the public hearing. For more information, contact Cordaryl M. Patrick, Director of Economic and Community Development, at 217-424-2727 or at cpatrick@decaturil.gov. Written comments may be sent to the City of Decatur, City Clerk's Office, 1 Gary K. Anderson Plaza, Decatur, IL 62523, or emailed to cpatrick@decaturil.gov. (1-29)

Council Memo
Economic & Community Development Department
No. 2025-01

DATE: 2/18/2025

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Cordaryl Patrick, Director of Economic & Community Development

SUBJECT:
Resolution Authorizing Annexation Agreement with McLeod Properties, LLC

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution and agreement.

BACKGROUND:

Council approved a resolution scheduling the public hearing for this annexation agreement, as well as approved a resolution to receive and file this annexation agreement between the City and McLeod Properties at the January 21st Council meeting. The annexation agreement with McLeod Properties, LLC positions the City of Decatur to annex two parcels, generally located North of I-72 and West of State Route 48 into the city to further grow its economic development opportunities and serve the best interest of the City. The agreement also caps McLeod Properties, LLC permit fees at \$50,000 for a 611,000 square foot warehouse development located at 3960 East Mound Road. This action by Council is to approve the annexation agreement as presented.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

Council approved a resolution scheduling the public hearing for this annexation agreement, as well as approved a resolution to receive and file this annexation agreement between the City and McLeod Properties at the January 21st Council meeting.

POTENTIAL OBJECTIONS: Staff is not aware of any objections.

INPUT FROM OTHER SOURCES:

None.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

ATTACHMENTS:

1. Resolution Authorizing Annexation and Annexation Agreement

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ANNEXATION AGREEMENT
WITH MCLEOD PROPERTIES, LLC**

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

Section 1. That the Annexation Agreement submitted to the Council herewith between the City of Decatur and McLeod Properties, LLC, regarding the City's annexation of territory located generally north of I-72 and west of State Route 48 and legally described on Exhibit A of said Agreement, be, and the same is hereby, received and placed on file and approved.

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

PRESENTED, PASSED, APPROVED and RECORDED this 18th day of February 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A

ANNEXATION AGREEMENT

This Annexation Agreement made by and between the CITY OF DECATUR, ILLINOIS, a municipal corporation (“City”), and MCLEOD PROPERTIES, LLC, an Illinois Limited Liability Corporation (“McLeod”).

WHEREAS, McLeod is the owner of the following described premises:

Part of Lot One (1) of Tiedmann Addition, as per plat recorded in Book 1832, Page 662 of the Records in the Recorder’s Office of Macon County, Illinois. Situated in Macon County, Illinois. Said part described as follows:

Beginning at a point, said point being the South corner of said Lot 1 of Tiedmann Addition; thence N 01 degree 10’ 44” W to the Southwest corner of Lot 2 of Tiedmann Addition, 841.11 feet; thence N 88 degree 49’ 16” E to a point on the West Right of Way line of the Illinois Central Gulf Railroad, 686.75 feet; thence S 38 degree 03’ 08” W along the West Right of Way line of the Illinois Central Gulf Railroad, 1,085.86 feet to the point of beginning. EXCEPT that part conveyed to Rising Star Properties by Warranty Deed recorded in Book 3936, Page 632 as Document No. 1762016. Situated in Macon County, Illinois.

AND

Lot Two (2) of Tiedmann Addition, as per Plat Recorded in Book 1832 Page 662 of the Records in the Recorder’s Office of Macon County, Illinois. Situated in Macon County Illinois, except the East 50 feet thereof,

which Premises (“Subject Property”) are located outside of the corporate limits of the City and are contiguous thereto and may be annexed to the City, as provided under Article 7 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et. seq; and,

WHEREAS, McLeod desires to annex said Subject Property to the City, but only upon certain terms and conditions; and,

WHEREAS, McLeod desires to construct and develop a new 611,000 square foot warehouse at the property located at 3960 East Mound Road, Decatur, Illinois 62521 (“Development”) upon certain terms and conditions; and,

WHEREAS, the City Council of the City of Decatur, after due and careful consideration, has concluded that the annexation of the Subject Property to the City would further the orderly growth of the City, enable the City to control the development of the Subject Property, and serve the best interests of the City; and,

WHEREAS, any fire protection district, library district and other entity or person entitled to notice prior to annexation of the Subject Property to the City has been given notice thereof by the City; and,

WHEREAS, all public hearings required by law prior to the adoption of any provision of this Agreement have been held; and,

WHEREAS, the City agrees that the terms and conditions, as contained herein, are reasonable and acceptable.

NOW, THEREFORE, for and in consideration of the mutual promises and obligations made and assumed herein, and pursuant to the authority of 65 ILCS 5/11-15.1-1 et seq., the City and McLeod agree as follows:

Section 1. The parties enter into this Agreement pursuant to and in accordance with the applicable provisions of the Illinois Municipal Code, 65 ILCS 5/11-et.seq, and the Codes and Ordinances of the City.

Section 2. A Petition for Annexation of the Subject Property shall be filed with the City by McLeod no later than February 25, 2025 in compliance with 65 ILCS 5/7-1-8, said petition to describe the Subject Property and to request that the same be annexed to and included within the corporate limits of the City.

Section 3. The City hereby waives any requirement otherwise applicable that McLeod pay to the City any fee for filing the petition referred to in Section 1 hereof.

Section 4. That upon receipt of said annexation petition, the City shall annex the Subject Property to the City as provided by law.

Section 5. As an express condition of this Agreement, the City hereby agrees that the maximum

building permit fees to be assessed for improvements to the Development shall be in an amount not to exceed Fifty Thousand Dollars (\$50,000). If McLeod fails to file the Petition for Annexation, McLeod will be liable and responsible to pay the entire amount of the permit fees for Development including those waived by City in reliance on this Agreement.

Section 6. The provisions of this Agreement shall supersede the provisions of any ordinance, code or regulation of the City which may be in conflict with the provisions of this Agreement.

Section 7. If any provision of this Agreement is held invalid, the remainder hereof shall not be affected thereby.

Section 8. This Agreement shall bind the heirs, successors, and assigns of the City and McLeod and shall inure to the benefit of the parties hereto, their successors and assigns, provided that McLeod shall have no right to assign this Agreement except in connection with conveyances of all or any portion of this Subject Property.

Section 9. Nothing herein shall in any way prevent the alienation, encumbrance or sale of the Subject Property or any portion thereof and the new owner or owners shall be both benefitted and bound by the conditions and restrictions herein expressed. Within thirty (30) days after the execution hereof, the text of this Agreement (or a suitable memorandum thereof) shall be recorded in the Office of the Recorder of Macon County, Illinois; and a certified copy of the Ordinance adopting this Agreement shall be filed with the Macon County Clerk.

Section 10. Any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement or have other such relief for the breach thereof as may be authorized by law or which by law or in equity is available to them.

Section 11. It is understood by the parties that time is of the essence of this Agreement. It is further understood that upon the occurrence of a default of any of the provisions of this Agreement, which default continues for thirty (30) days after a notice specifying such default is given to the defaulting party, the non-defaulting party may by mandamus or other proceeding, including specific performance, enforce or compel the performance of this Agreement by such defaulting party.

Section 12. Unless stated otherwise, any notice required or permitted under this Agreement shall be in writing and shall be deemed given on the date of mailing when mailed by regular, registered or certified mail to the following addressees:

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

McLeod Properties, LLC
Mark McLeod
5002 Cundiff Court
Decatur, IL 62526

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year below.

DATED this _____ day of February 2025.

THE CITY OF DECATUR, ILLINOIS

BY: _____
Mayor Moore Wolfe

ATTEST:

Kim Althoff,
City of Decatur City Clerk

MCLEOD

BY: _____

Name: _____
(Print)

Its: _____

Council Memo
Information Technology Department
No. 2025-02

DATE: 2/18/2025

TO: Honorable Mayor and City Council Members

FROM: Jim Edwards, Director of Information Technology

SUBJECT:

Resolution Authorizing Purchase of Tyler Technologies Enterprise ERP Time and Attendance Software

SUMMARY RECOMMENDATION: City staff recommend that City Council approve the attached resolution for the purchase of Tyler Technologies Enterprise ERP Time & Attendance Software to replace a legacy Data Base 2 (DB2) application called Leave Request. This purchase is in the FY2025 General Fund Budget.

BACKGROUND:

This project is part of an effort to eliminate applications developed on the DB2 platform used by the city since 1996. Developers for the DB2 database platform are few and far between and the City's last staff DB2 Developer is retiring from city service at the end of this calendar year. Key features of this time and attendance system go well beyond the capabilities of our current DB2 solution. Some notable features are:

- Electronic clock in/out using time clocks, web browser, text messaging, telephone interface, as well as others
- Time tracking and exception reporting
- Work order, project, and job number tracking
- Employee benefit time request and management
- Time off scheduling calendar
- Electronic timesheet approvals
- Full integration with MUNIS (currently used by the city) payroll software

Time & attendance systems reduce errors by eliminating many of the manual tasks associated with collecting and entering in and out times in the payroll system. Electronic capture of employee time offers a more accurate account of actual time worked and automates the process of collecting, calculating, and entering employee hours each pay period. Precise timesheets for both hourly and salaried personnel are generated and historical data can be reported through audit trails and ad-hoc reporting ensuring secure and effective management of employee's time entry.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

City has been using Tyler's MUNIS Enterprise Resource Planning (ERP) system since it was originally purchased in 2003. In the past few years there has been a big push to leverage functionality in the Tyler investment and reduce our reliance on self-developed applications (DB2's), This is one of those moves.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

None

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

BUDGET/TIME IMPLICATIONS: Funds are budgeted and approved by City Council in the FY2025 General Fund Budget in the amount of \$75,000. I have attached a scan of the page from the budget book where this purchase is detailed. The quote and total cost for this purchase is \$74,344.00

ATTACHMENTS:

1. Tyler Time & Attendance Resolution
2. City of Decatur Enterprise Time & Attendance Quote 1.13.25
3. Time & Attendance Application Sheet-3
4. Time & Attendance Budget Detail

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING PURCHASE OF TYLER TECHNOLOGIES ENTERPRISE
ERP TIME AND ATTENDANCE SOFTWARE**

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

Section 1. That the quote presented to the Council herewith and marked as Exhibit A from Tyler Technologies for the purchase of the Enterprise ERP Time and Attendance software, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed \$74,344 on behalf of the City of Decatur for purchase of the Tyler Technologies Enterprise ERP Time and Attendance software.

PRESENTED AND ADOPTED this 18th day of February 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Exhibit A



Quoted By: Joe Parent
Quote Expiration: 03/31/25
Quote Name: City of Decatur Enterprise ERP
Quote Description: Time & Attendance
Executime Time & Attendance

Sales Quotation For:

Shipping Address:

City of Decatur
1 Gary K Anderson Plz
Decatur IL 62523-1196

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Human Resources Management					
Time & Attendance w Mobile Access - Up to 500 Employees	1	\$ 33,235.00	144	\$ 33,235.00	\$ 6,647.00
TOTAL		\$ 33,235.00	144	\$ 33,235.00	\$ 6,647.00

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
System Management Services Contract	1	0	\$ 1,662.00
TOTAL:		0	\$ 1,662.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
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2023-427525-N1P5K8

Page 1

Project Management	20	\$ 200.00	\$ 0.00	\$ 4,000.00	\$ 0.00
Remote Implementation	144	\$ 200.00	\$ 0.00	\$ 28,800.00	\$ 0.00
TOTAL				\$ 32,800.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 33,235.00	\$ 6,647.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 32,800.00	\$ 1,662.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 66,035.00	\$ 8,309.00
Contract Total	\$ 74,344.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars



Quoted By: Joe Parent
 Quote Expiration: 03/31/25
 Quote Name: City of Decatur Enterprise ERP
 Time & Attendance
 Quote Description: Executime Time & Attendance

Sales Quotation For:

Shipping Address:

City of Decatur
 1 Gary K Anderson Plz
 Decatur IL 62523-1196

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Human Resources Management					
Time & Attendance w Mobile Access - Up to 500 Employees	1	\$ 33,235.00	144	\$ 33,235.00	\$ 6,647.00
TOTAL		\$ 33,235.00	144	\$ 33,235.00	\$ 6,647.00

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
System Management Services Contract	1	0	\$ 1,662.00
TOTAL:		0	\$ 1,662.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
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2023-427525-N1P5K8

Project Management	20	\$ 200.00	\$ 0.00	\$ 4,000.00	\$ 0.00
Remote Implementation	144	\$ 200.00	\$ 0.00	\$ 28,800.00	\$ 0.00
TOTAL				\$ 32,800.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 33,235.00	\$ 6,647.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 32,800.00	\$ 1,662.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 66,035.00	\$ 8,309.00
Contract Total	\$ 74,344.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
 For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Tyler's System Management Services is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$2,500 minimum annual fee. Systems Management Services are invoiced when you sign this sales quotation and are provided in accordance with the terms of service for Tyler Systems Management found here: <https://www.tylertech.com/terms/tyler-systems-management-terms-of-service>.



Time & Attendance

powered by ExecuTime

Time & Attendance provides small and large organizations with incredible cost savings and increased efficiency. In most local government entities, payroll processing, time tracking, and benefits accrual tracking place an unnecessary strain on staff efficiency and limited budgets. Time & Attendance fixes those issues while providing the highest ROI on the market. How do we do that?

- Easily handle complex time tracking rules and pay codes
- Seamless, automated integration and synchronization with your IT environment and payroll software
- Powerful and user-friendly, web-based interface for supervisors and staff
- Solid integration with numerous time collecting interfaces (web browsers, time clocks, phone, text messaging, IVR, proximity readers, biometrics, and more)
- Dedicated technical and training support

Time & Attendance makes it easy for managers and staff of every department to enter and track time types, manage time-off requests, and apply job costing, all while handling multiple pay periods and FLSA guidelines.

REDUCE COSTLY ERRORS

Time & Attendance drastically reduces errors by eliminating several of the manual tasks associated with collecting and entering time and data into the payroll system.

“From the first discussion through training, implementation, and the transition to support, the Time & Attendance team offered excellent customer service and software support.”

— Ashley Hickman
Director of Human Resources
City of Claremore, Oklahoma

Electronic capture of employee time offers a more accurate account of actual time worked and automates the process of collecting, calculating, and entering employee hours each pay period. You generate precise timesheets for both hourly and salaried personnel and have access to historical data through audit trails and reports to ensure secure and effective management.

AUTOMATED ATTENDANCE CALCULATION

- Improves accuracy
- Improves timeliness of information
- Configurable overtime policies
- Configurable clock in/out policies
- Manual time-editing ability
- Accounts for shift differentials and 24/7 operations
- Complete audit log and reporting on changes, additions, and edits to employee time

KEY FEATURES

- Electronic clock in/out
- Time tracking and exception reporting
- Work order, project, and job number tracking
- Employee benefit time request and management
- Time-off scheduling calendar
- Electronic timesheet approvals
- Integration with payroll software on any platform

INTUITIVE INTERFACE

- Web-based interface
- “Who is here” inquiry screen
- Benefit hours inquiry and management
- Integrates with Interactive Voice Response (IVR) technology
- Supports a range of collection devices: electronic time clocks, biometric, web browser, text messaging, and more
- Full integration with your payroll application

ADDITIONAL BENEFITS

- Multiple pay period support
- Graphical calendar for time-off scheduling
- User-specific security levels
- Time-zone sensitive time and date stamp records all transactions for auditing purposes
- Eliminates antiquated time clock hardware and handwritten time sheets

THE TYLER DIFFERENCE

- Integration with any payroll/HR app on any platform
- Unlimited supervisors
- Unlimited workstations and PCs
- Unlimited technical support
- Configurable notifications and alerts
- Absolute lowest cost of ownership
- Browser, tablet, and smart phone supported

CITY OF DECATUR 2025 BUDGET DETAIL

10 GENERAL FUND

2023 Actual	2024 Revised Budget	2024 YTD (period 11)	2025 Budget	% vs 2024RB
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017 INFORMATION TECHNOLOGIES

10410172 IT OPERATING EXPENSES

449900	SMALL CAPITAL ITEMS	59,650	60,800	57,089	67,500	11
	40 REPLACEMENT DESKTOP COMPUTERS				40,000	
	REPLACE DESKTOP COMPUTERS NOT					
	WINDOWS 11 COMPLIANT					
	22 INCH COMPUTER MONITORS				8,000	
	REPLACEMENT STOCK OF FAILED					
	MONITORS. WE REPLACE ON AVERAGE 22					
	MONITORS PER YEAR DUE TO FAILURE					
	REPLACEMENT POWER STRIPS				200	
	CISCO IP PHONES				3,500	
	REPLACEMENT PHONES FOR FAILED UNITS					
	REPLACEMENT VIDEO CABLES AND ADAPTORS				200	
	REPLACEMENT KEYBOARDS AND MICE				600	
	REPLACEMENTS FOR FAILED NETWORK				15,000	
	COMPONENETS					
	REPLACEMENTS FOR FAILED NETWORK					
	COMPONENETS					
449950	LARGE CAPITAL ITEMS	248,764	367,480	248,584	128,220	-65
	DESKTOP COMPUTER REPLACEMENTS				6,000	
	REPLACE FIVE DESKTOP COMPUTERS FOR					
	THE TRANSIT AUTHORITY WHICH HAS					
	REACHED END OF LIFE					
	UPGRADED LAPTOPS FOR THE TRANSIT				3,000	
	AUTHORITY					
	REPLACE END OF LIFE LAPTOPS USED AT					
	THE TRANSIT AUTHORITY					
	COMPUTER SCANNERS FOR THE LEGAL				7,500	
	DEPARTMENT					
	REPLACE EXISTING SCANNERS AT END OF					
	LIFE AND PRODUCING A HIGH PERCENTAGE					
	OF ERRORS					
	MICROSOFT SCCM LICENSING				36,720	
	SOFTWARE ALLOWS AUTOMATION OF END					
	POINT DEVICE MANAGEMENT INCLUDING					
	SECURITY PROTECTION AND UPDATES					
	TYLER TECHNOLOGIES TIME & ATTENDANCE				75,000	
	HUMAN CAPITAL MODULE					
	REPLACES EXISTING DB2 APPLICATION					
	CALLED LEAVE REQUEST					

449950	23-FA	LARGE CAPITAL ITEMS	22,307	0	0	0	100*
		449950 Total:	271,071	367,480	248,584	128,220	
		10410172 Total:	1,050,958	1,306,132	1,099,951	1,153,338	-12

INFORMATION TECHNOLOGIES	TOTAL:	2,045,774	2,458,671	2,230,604	2,400,506	-2
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FUND TOTAL:	2,045,774	2,458,671	2,230,604	2,400,506
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Fund Revenue TOTAL:	0	0	0	0
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Fund Expense TOTAL:	2,045,774	2,458,671	2,230,604	2,400,506
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**PUBLIC WORKS MEMORANDUM
NO. 2025-23**

DATE: February 13, 2025

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc. for the Oakland and Grand Area Sewer Separation Project – Basin 5 & 6 Storm Sewer, City Project 2021-01

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve, the Mayor be authorized to execute, and the City Clerk to attest to the attached resolution approving a contract with Entler Excavating Company, Inc., as the lowest, responsible bidder for the amount of \$9,233,305.00, to perform the Oakland and Grand Sewer Separation Project, Basin 5 & 6 Storm Sewer, contingent on Illinois Environmental Protection Agency (IEPA) approval. The Resolution also authorizes an additional expenditure of up to \$500,000, which is for project contingencies, for a total authorized expenditure of \$9,733,305.00. After the contract is awarded by the City Council a “Notice of Intent to Award” will be executed and forwarded with the loan documents to the IEPA.

The 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

PRIOR COUNCIL ACTION:

See Appendix A.

SANITARY SEWER PRIORITIES:

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

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

The Sewer Separation Project will address sanitary sewer priorities 2, 3, and 4.

BACKGROUND:

US EPA Administrative Consent Order Status

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

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

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

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

The table below provides the project status of each priority area.

	Project Name	Preliminary Design	Final Design	Construction
1	North Lost Bridge Area	Completed in 2017	Est. Start in 2027*	Est. Start in 2028
2	Florian Ave Area	Completed in 2017	Est. Start in 2027*	Est. Start in 2028
3	Oakland and Grand Area	Completed in 2022	Complete in 2024	Current Project
4	Ellen and Division Area	Completed in 2018	Completed in 2022	Complete

*Facilities Planning for IEPA funding estimated to be submitted by March 31, 2025

Basin 5 & 6 Sewer Separation

On April 27, 2023, the City Council approved a motion to start final design of the Oakland and Grand Separation Sewer selecting the alternative to fully separate the combined sewer, see attached location map. The proposed storm sewer connects to an existing overflow pipe located in Fairview Park. This will allow the flow to bypass the combined sewer system. A 900' section of 48" storm sewer was installed through Fairview Park in 2024 ahead of a playground improvement project. The route selected through the park was coordinated closely with the Decatur Park District and had the least impact on the park and trees. The Park District provided an easement to the City for the work to occur.

The work to complete the remaining project includes approximately 12,500 feet of storm sewers ranging in size of 12 to 48 inches, 50 inlets and 60 manholes ranging in size of 48 to 108 inches. The completion of the work will require temporary closure of City and IDOT roads.

Public Bid Letting Results

The project plans and specifications were prepared by AECOM and bid by the City. The project was advertised on Wednesday, December 17, 2024, and the bids were opened on Tuesday, February 11, 2025. The bid results are as follows:

Bidder	Bid	Compared to Engineer's Est. Over (Under)
Entler Excavating Co., Inc.	\$9,233,305.00	(12.9%)
A&R Mechanical Services DBA A&R Services.	\$14,829,040.00	39.8%
Burdick Plumbing and Heating, Inc.	\$15,542,300.00	46.6%
Engineer's Estimate	\$10,605,498.70	-

Six contractors took out bid packages and three contractors submitted a bid proposal for the work. Entler Excavating, Co, Inc provided the lowest responsive and responsible bid at 12.9% below the Engineer's Estimate. Entler Excavating has completed many projects of this type for the City. Staff recommend that the City Council approve a contract with Enter Excavating to complete the Oakland and Grand Sewer Separation Project.

This project will be completed in accordance with the Federal Davis Bacon Wage laws. Upon approval by the City Council, the contractor will receive a "Notice of Intent to Award." All contract provisions, except for standard general and special conditions, are attached.

Project Funding Through the Water Pollution Control Loan Program

The bid of the Oakland and Grand Sewer Separation Project provides the IEPA with real costs to prepare the final documents to secure a low interest loan through the Water Pollution Control Loan Program. The loan rate is expected to be 1.87% payable over a 20 or 30-year period beginning at the conclusion of the project. With the project bids in hand, the total loan request is estimated below:

Work Item	Project Estimate
Design Engineering	\$650,000
Loan Eligible Construction Cost	\$9,233,305
Construction Contingency	\$500,000
Loan Ineligible Construction Costs*	\$0

Construction Engineering	\$450,000
Total Estimated Project Cost	\$10,833,305
Total Estimated IEPA Loan Amount	\$10,833,305
*IEPA currently has not identified any ineligible loan costs.	

As noted above, upon Council authorization of the contract, the City will issue a Notice of Intent to Award to the Contractor. The IEPA will review and authorize a loan for the project. Upon formal approval of the loan by the IEPA, the City will issue a Notice of Award to Entler Excavating requesting the executed Contract, Contract Performance Bond and Payment Bond. Once received and approved, a Notice to Proceed will be provided.

Construction Engineering Services

The City has requested a scope of services from AECOM for construction-related service and will be brought to a future council for consideration.

MINORITY PARTICIPATION GOALS:

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, “Minority Participation Goals for Public Works Contracts.”

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

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

Entler Excavating is expecting to self perform approx. 62% of the work with 38% subcontracted. Entler has identified subcontracting approximately 16% of the work to MBEs for jack and boring, trucking, and restoration. The proposal exceeds the 10% goal and a waiver is not requested.

SCHEDULE:

Bids opened by the City	February 11, 2025
City Council receives and approves bids	February 18, 2025
Notice of Intent to Award issued to contractors	February 19, 2025
IEPA approves bids and authorizes final award	March 2025

The loan is authorized by the IEPA	March 2025
Notice of Award issued	March 2025
Notice to Proceed is issued	April 2025
Substantial Completion	August 3, 2026
Final Completion	October 2, 2026

POTENTIAL OBJECTION: Entler Excavating has requested an opportunity to withdraw their bid.

INPUT FROM OTHER SOURCES: AECOM, IEPA

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

LEGAL REVIEW: The project specifications were reviewed and approved by the Legal Department on December 20, 2025.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Financing for this project will be through the Water Pollution Control Loan Program. Repayment of the loan will be funded by the Sewer Fund which is supported by sanitary sewer user fees.

The recommended low bid amount is \$9,233,305 with a \$500,000 contingency for a total expenditure of \$9,733,305. Any loan ineligible items identified will be paid directly from the Sewer Fund.

Contractor Payment Process: On a monthly basis the Project Engineer and the contractor will agree on the work completed over the month and approve a payment estimate. Upon approving the pay estimate, the City forwards the estimate along with a payment request to the IEPA to cover the payment. The IEPA approves the request and issues the City a payment for the completed work. When the City receives the loan payment a check is then issued to the contractor.

Staffing Impact: Staff time is allocated to manage the project.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH ENTLER EXCAVATING COMPANY, INC.
FOR THE OAKLAND AND GRAND AREA SEWER SEPARATION PROJECT – BASIN 5 &
6 STORM SEWER, CITY PROJECT 2021-01**

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

Section 1. That the tabulation of bids received for City Project 2021-01, Oakland and Grand Sewer Separation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Company, Inc. be accepted and a contract in the amount of, not to exceed, \$9,233,305 be awarded accordingly, pending Illinois Environmental Protection Agency (IEPA) approval of award and receipt of an IEPA loan offer for the project; and that a contingency for construction cost overruns be authorized in an amount not to exceed \$500,000, for a total authorized expenditure of, not to exceed, \$9,733,305.

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 Company, Inc., attached hereto as Exhibit A and made part hereof, for said plan, in the amount of not to exceed, \$9,233,305; after IEPA loan approval. Contingencies in the amount of \$500,000 will be included in the IEPA loan, when eligible, for construction cost overruns for a total not to exceed cost of \$9,733,305.

PRESENTED and ADOPTED this 18th day of February, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2025, 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 **"OAKLAND AND GRAND SEWER SEPARATION PROJECT BASIN 5 & 6 STORM SEWER, IEPA LOAN NO. L17-6807, CITY PROJECT 2021-01"**, 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 by **August 3rd, 2026**.
4. **The Completion Date for this project is October 2nd, 2026.** The Contractor shall complete all work subject to the date on or before the specified date.
5. The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with Section 365.420 (b)(2) of Title 35 of the Illinois Administrative Code.
6. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of

inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.

7. The Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Owner shall have the right to annul the Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the WPCLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies
9. 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	Project Drawings
Information for Bidders	Standard Drawings
Bid Proposal	Special Conditions
Non-Collusion Affidavit	General Conditions
Contract (This Instrument)	Supplemental Specifications
Contract Change Orders	Standard Specifications
Performance Bond (required for contracts greater than \$150,000)	Technical Specifications
Addenda	Appendices

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

Entler Excavating Co., Inc.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT PERFORMANCE BOND

(REQUIRED FOR CONTRACTS GREATER THAN \$150,000)

Project: Oakland and Grand Sewer Separation Project – Basin 5 & 6 Storm Sewer
Project Number: 2021-01

We, Entler Excavating Co., Inc. 819 N. Sunnyside Rd., Decatur, IL. 62522

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
Nine Million, Two Hundred, Thirty-Three Thousand, Three Hundred Five Dollars and 00/100-----

_____ Dollars (\$9,233,305.00), 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 Co., Inc.

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____

Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS, (SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this _____ day of _____, A.D. 2025

Attest:

Kim Althoff, City Clerk City Council

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

PAYMENT BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

Entler Excavating Co., Inc.

(Name of Contractor)

819 N. Sunnyside Rd. Decatur, IL 62522

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

City of Decatur, Illinois

(Name of Owner)

#1 Gary K. Anderson Plaza, Decatur, Illinois, 62523

(Address of Owner)

hereinafter called OWNER, in the penal sum of Nine Hundred, Twenty-Three Thousand, Three Hundred -Thirty Dollars and Fifty Cents, (\$923,330.50) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the

construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original, this the ____ day of _____ 2025.

(SEAL)

ATTEST:

By: _____

ATTEST:

By: _____

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTICE OF INTENT TO AWARD

To: Entler Excavating Co., Inc.
819 N. Sunnyside Road
Decatur, Illinois 62522

Project Description:

Work of the Project includes the furnishing of all necessary labor, equipment, and material for the complete demolition of the existing inlets and storm sewers, installation of sewers, inlets, manholes, and restoration within Basin 5 and 6 in Decatur, Illinois. The project is to fulfill requirements of an Administrative Consent Order (ACO) by the United States Environmental Protection Agency (USEPA), which requires a reduction in basement backups within the City's combined and sanitary sewer system and elimination of all unauthorized Combined Sewer Overflows (CSOs) and Sanitary Sewer Overflows (SSOs).

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its Advertisement for Bids, dated 02-11-2025 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$9,233,305.00.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

OWNER

By: _____

Title: _____

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

for

Oakland and Grand Sewer Separation Project – Basin 5 & 6 Storm Sewer

IEPA LOAN NO. L17-6807

CITY PROJECT 2021-01

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	LAND SURVEYING AND LAYOUT	LS	1	20000.00	20000.00
2	AGGREGATE TRENCH BACKFILL	CY	22,500	75.00	1,687,500.00
3	CONTROLLED LOW STRENGTH MATERIAL (CLSM) TRENCH BACKFILL	CY	100	300.00	30,000.00
4	BRICK PAVEMENT RESTORATION	SY	100	325.00	32,500.00
5	CONCRETE PAVEMENT (INCLUDING ROADWAYS, APRONS, AND DRIVEWAYS)	SY	600	207.00	124,200.00
6	HOT MIX ASPHALT (HMA) RESTORATION	SY	8,000	152.00	1,216,000.00
7	CLASS D PATCHING, IDOT ROADWAY	SY	600	369.00	221,400.00
8	CONCRETE SIDEWALK	SY	300	327.00	98,100.00
9	CONCRETE CURB & GUTTER	LF	1,000	167.00	167,000.00
10	SEWER DEMOLITION	LF	850	100.00	85,000.00
11	SEWER ABANDONMENT AND FILL	LF	1,500	60.00	90,000.00
12	DUCTILE IRON WATER MAIN	EACH	3	11000.00	33,000.00
13	INLET DEMOLITION	EACH	53	1350.00	71,550.00
14	MANHOLE DEMOLITION	EACH	1	2500.00	2,500.00
15	INLET, NEW	EACH	46	2300.00	105,800.00
16	TREE REMOVAL	EACH	4	1455.00	5,820.00
17	ROUGH GRADING	CY	30	200.00	6,000.00
18	SEEDING AND TOPSOIL RESTORATION	SY	1,000	19.00	19,000.00
19	EROSION CONTROL	LS	1	10000.00	10,000.00
20	RIPRAP	LS	1	6000.00	6,000.00
21	12" DIAMETER RCP SEWER PIPE	LF	3,300	70.00	231,000.00
22	15" DIAMETER RCP SEWER PIPE	LF	1,750	75.00	131,250.00
23	18" DIAMETER RCP SEWER PIPE	LF	400	90.00	36,000.00

RETURN WITH BID

24	21" DIAMETER RCP SEWER PIPE	LF	900	105.00	94500.00
25	24" DIAMETER RCP SEWER PIPE	LF	3,400	180.00	612000.00
26	27" DIAMETER RCP SEWER PIPE	LF	300	195.00	58500.00
27	36" DIAMETER RCP SEWER PIPE	LF	400	200.00	80000.00
28	42" DIAMETER RCP SEWER PIPE	LF	1,000	385.00	385000.00
29	48" DIAMETER RCP SEWER PIPE	LF	1,200	385.00	462000.00
30	38" X 60" ELLIPTICAL SEWER PIPE	LF	30	900.00	27000.00
31	12" DIAMETER DIP SEWER PIPE	LF	400	210.00	84000.00
32	16" DIAMETER DIP SEWER PIPE	LF	700	325.00	227500.00
33	36" DIAMETER JACK AND BORING	LF	125	1784.00	223000.00
34	60" DIAMETER JACK AND BORING	LF	350	2937.00	1027950.00
35	48" STANDARD MANHOLE, LID AND FRAME, NEW	EACH	43	5100.00	219300.00
36	60" STANDARD MANHOLE, LID AND FRAME, NEW	EACH	4	8000.00	32000.00
37	72" STANDARD MANHOLE, LID AND FRAME, NEW	EACH	11	14000.00	154000.00
38	84" STANDARD MANHOLE, LID AND FRAME, NEW	EACH	2	30000.00	60,000.00
39	96" STANDARD MANHOLE, LID AND FRAME, NEW	EACH	2	40000.00	80,000.00
40	108" STANDARD MANHOLE, LID AND FRAME, NEW	EACH	1	40000.00	40,000.00
41	96' X 96" COMBINED SEWER OVERFLOW MANHOLE	LS	1	145000.00	145000.00
42	POSTCONSTRUCTION CCTV	LF	14,000	4.36	61040.00
43	TRAFFIC CONTROL	LS	1	70645.00	70645.00
44	OVER-EXCAVATION AS REQUESTED	CY	1,200	50.00	60000.00
45	NORFOLK SOUTHERN RAILROAD COORDINATION	LS	1	90000.00	90000.00
46	MOBILIZATION, INSURANCE, AND BONDS	LS	1	225000.00	225000.00
47	SAW CUTTING	LS	1	30000.00	30000.00
48	DEWATERING	LS	1	20000.00	20000.00
49	PAVEMENT MARKINGS, LETTERS AND SYMBOLS	SF	100	18.00	1800.00
50	PAVEMENT MARKINGS, STRIPING	LF	5,000	6.00	30,000.00
51	DETECTOR LOOPS	LF	1,000	104.00	104,000.00
52	CONCRETE MEDIANS	SY	450	221.00	99450.00

TOTAL BASE BID

9233305.00

TOTAL BASE BID IN WORDS

31c Nine million two hundred thirty-three thousand three hundred five and zero

Appendix A

PRIOR COUNCIL ACTION:

August 21, 2015 – City Council approved Resolution R2015-109 authorizing execution of an Administrative Consent Order between the City and the United States Environmental Protection Agency (US EPA)

August 21, 2015 – City Council approved Resolution R2015-110 for \$456,000 authorizing a professional engineering services agreement with AECOM Technical Services, Inc., for the preparation of Sewer Collection System Alternative Analysis (SCSAA) and Capacity, Management, Operation and Maintenance (CMOM) reports required by the Administrative Consent Order between the City and the US EPA,

March 30, 2016 – City Council was provided with Public Works Memorandum 2016-16 providing an update on the preparation of the SCSAA and CMOM Reports.

October 3, 2016 – Study Session with City Council to provide an update with the US EPA Consent Order.

November 21, 2016 – Study Session with City Council to discuss the proposed Sanitary Sewer User Charges to meet the US EPA Consent Order.

December 8, 2016 – City Council approved Ordinance 2016-91 amending City Code Chapter 74 – Sanitary Sewer Service and Connections, Section 10, Rate.

February 21, 2017– City Council approved Resolution R2017-25 for \$462,944.28 authorizing a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

February 21, 2017– City Council approved Resolution R2017-26 for \$723,008 authorizing a professional engineering services agreement with Crawford, Murphy and Tilly, Inc. for the Lost Bridge North Basin and the Florian Basin Inflow and Inflow Reduction Project, City Project 2017-02.

October 2, 2017– City Council approved Resolution R2017-122 for \$176,000 authorizing Change Order No 1 to the professional engineering services agreement with AECOM for the US EPA SCSAA Project, City Project 2013-01.

February 5, 2018– City Council approved Resolution R2018-13 for \$356,767 authorizing a professional engineering services agreement with AECOM for the Ellen and Division Inflow and Inflow Reduction Project, City Project 2018-01.

February 5, 2018– City Council approved Resolution R2018-14 authorizing Change Order No 1 for an additional \$88,674 with a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

October 19, 2020 – Study Session with City Council to discuss storm and Sanitary Sewer Items.

February 1, 2021– City Council approved Resolution R2021-14 authorizing \$79,842 for a professional engineering services agreement with AECOM Technical Services, Inc for the Ellen and Division Inflow and Infiltration Reduction Program - Phase 2, City Project 2018-01.

June 21, 2021– City Council approved Resolution R2021-114 authorizing \$199,146 for a professional engineering services agreement with AECOM Technical Services, Inc for the Oakland and Grand Sewer Separation Study 2021-01.

February 22, 2022– City Council approved Resolution R2022-30 authorizing \$147,430 for a construction engineering services agreement with AECOM Technical Services, Inc for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01.

February 22, 2022– City Council approved Resolution R2022-39 authorizing \$5,829,926.00 for construction with National Water Main Cleaning Company, for construction of the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01.

October 17, 2022– City Council approved Resolution R2022-184 authorizing a representative to sign IEPA loan documents for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

October 17, 2022– City Council approved Resolution R2021-176 authorizing \$829,600 for a professional engineering services agreement with AECOM Technical Services, Inc for the Oakland and Grand Sewer Separation Project Final Design, City Project 2021-01.

April 27, 2023– City Council approved a Motion to finalize the scope of work to fully separate the combined sewer to the Fairview Structure.

December 4, 2023– City Council approved Resolution R2023-261 authorizing \$563,103 for the storm sewer work through Fairview Park playground with A&R Services, Inc. for the Oakland and Grand Sewer Separation Project-Farview Park, City Project 2021-01.

PROJECT NUMBER: 2021-01 PROJECT NAME: Oakland and Grand Basin 5 & 6 Separation Project BID DATE: 2/11/2025 TIME: 11:00 a.m. FUND: Sewer Fund ORGANIZATION CODE: 79487908 OBJECT CODE: 48930				Engineer's Estimate City Engineering Division				Entler Excavating Co., Inc. 819 N. Sunnyside Rd Decatur, IL 62522 Contact Person Stuart Entler 848entler@earthlink.net				A&R Mechanical Services, Inc. 711 Kettering Park Drive Urbana, IL 61801 Contact Person Justin Weidner justin.weidner@ar-mech.com				Burdick Plumbing & Heating Co., Inc. P.O. Box 498 Decatur, IL 62525 Contact Person Jared Burdick jared@burdickplumbing.com			
Item Number	Quantity	Unit	Pay Item	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	1.00	LS	LAND SURVEYING AND LAYOUT	\$128,000.00	\$128,000.00	\$20,000.00	\$20,000.00	\$48,305.00	\$48,305.00	\$123,175.00	\$123,175.00	\$123,175.00	\$123,175.00	\$123,175.00	\$123,175.00	\$123,175.00	\$123,175.00		
2	22,500.00	CY	AGGREGATE TRENCH BACKFILL	\$82.38	\$1,853,550.00	\$75.00	\$1,687,500.00	\$108.00	\$2,422,500.00	\$385,000.00	\$8,662,500.00	\$385,000.00	\$8,662,500.00	\$385,000.00	\$8,662,500.00	\$385,000.00	\$8,662,500.00		
3	100	CY	CONTROLLED LOW STRENGTH MATERIAL (CLSM) TRENCH BACKFILL	\$185.61	\$18,561.00	\$300.00	\$30,000.00	\$167.00	\$16,700.00	\$300.00	\$30,000.00	\$167.00	\$16,700.00	\$300.00	\$30,000.00	\$167.00	\$16,700.00		
4	100	SY	BRICK PAVEMENT RESTORATION	\$300.00	\$30,000.00	\$325.00	\$32,500.00	\$593.00	\$59,300.00	\$593.00	\$59,300.00	\$593.00	\$59,300.00	\$593.00	\$59,300.00	\$593.00	\$59,300.00		
5	600	SY	CONCRETE PAVEMENT (INCLUDING ROADWAYS, APRONS, AND DRIVEWAYS)	\$160.00	\$96,000.00	\$207.00	\$124,200.00	\$229.50	\$137,700.00	\$229.50	\$137,700.00	\$229.50	\$137,700.00	\$229.50	\$137,700.00	\$229.50	\$137,700.00		
6	8,000	SY	HOT MIX ASPHALT (HMA) RESTORATION	\$150.00	\$1,200,000.00	\$162.00	\$1,296,000.00	\$204.85	\$1,638,800.00	\$183.00	\$1,464,000.00	\$183.00	\$1,464,000.00	\$183.00	\$1,464,000.00	\$183.00	\$1,464,000.00		
7	600	SY	CLASS D PATCHING, IDOT ROADWAY	\$225.00	\$135,000.00	\$327.00	\$196,200.00	\$430.25	\$258,150.00	\$638.00	\$382,800.00	\$638.00	\$382,800.00	\$638.00	\$382,800.00	\$638.00	\$382,800.00		
8	300	SY	CONCRETE SIDEWALK	\$350.00	\$105,000.00	\$367.00	\$110,100.00	\$430.25	\$129,075.00	\$638.00	\$191,400.00	\$638.00	\$191,400.00	\$638.00	\$191,400.00	\$638.00	\$191,400.00		
9	1,000	LF	CONCRETE CURB & GUTTER	\$175.00	\$175,000.00	\$167.00	\$167,000.00	\$213.25	\$213,250.00	\$344.00	\$344,000.00	\$344.00	\$344,000.00	\$344.00	\$344,000.00	\$344.00	\$344,000.00		
10	850	LF	SEWER DEMOLITION	\$41.19	\$35,011.50	\$100.00	\$85,000.00	\$33.50	\$28,475.00	\$98.00	\$83,300.00	\$98.00	\$83,300.00	\$98.00	\$83,300.00	\$98.00	\$83,300.00		
11	1,500	LF	SEWER ABANDONMENT AND FILL	\$8.76	\$13,140.00	\$80.00	\$120,000.00	\$47.50	\$71,250.00	\$140.00	\$210,000.00	\$140.00	\$210,000.00	\$140.00	\$210,000.00	\$140.00	\$210,000.00		
12	3	EACH	DUCTILE IRON WATER MAIN	\$38,400.00	\$115,200.00	\$11,000.00	\$33,000.00	\$15,696.00	\$47,088.00	\$35,000.00	\$105,000.00	\$35,000.00	\$105,000.00	\$35,000.00	\$105,000.00	\$35,000.00	\$105,000.00		
13	53	EACH	INLET DEMOLITION	\$1,172.03	\$62,117.59	\$1,350.00	\$71,550.00	\$869.00	\$46,057.00	\$1,235.00	\$65,455.00	\$1,235.00	\$65,455.00	\$1,235.00	\$65,455.00	\$1,235.00	\$65,455.00		
14	1	EACH	MANHOLE DEMOLITION	\$1,953.38	\$1,953.38	\$2,500.00	\$2,500.00	\$2,436.00	\$2,436.00	\$9,800.00	\$9,800.00	\$9,800.00	\$9,800.00	\$9,800.00	\$9,800.00	\$9,800.00	\$9,800.00		
15	46	EACH	INLET NEW	\$8,954.92	\$411,926.32	\$105,800.00	\$4,858,800.00	\$2,623.00	\$121,058.00	\$3,885.00	\$176,790.00	\$3,885.00	\$176,790.00	\$3,885.00	\$176,790.00	\$3,885.00	\$176,790.00		
16	4	EACH	ROUGH GRAZING	\$639.00	\$2,556.00	\$1,455.00	\$5,820.00	\$2,690.00	\$10,760.00	\$3,300.00	\$13,200.00	\$3,300.00	\$13,200.00	\$3,300.00	\$13,200.00	\$3,300.00	\$13,200.00		
17	30	CY	ROUGH GRAZING	\$52.88	\$1,586.40	\$200.00	\$6,000.00	\$112.00	\$3,360.00	\$305.00	\$9,150.00	\$305.00	\$9,150.00	\$305.00	\$9,150.00	\$305.00	\$9,150.00		
18	1,000	SY	SHEDDING AND TOPSOIL RESTORATION	\$4.97	\$4,970.00	\$19.00	\$19,000.00	\$22,510.00	\$22,510.00	\$40.00	\$40,000.00	\$40.00	\$40,000.00	\$40.00	\$40,000.00	\$40.00	\$40,000.00		
19	1	LS	EROSION CONTROL	\$16,316.85	\$16,316.85	\$6,000.00	\$6,000.00	\$22,510.00	\$22,510.00	\$48,500.00	\$48,500.00	\$48,500.00	\$48,500.00	\$48,500.00	\$48,500.00	\$48,500.00	\$48,500.00		
20	1	LS	RIPRAP	\$3,320.32	\$3,320.32	\$70.00	\$70.00	\$18,185.00	\$18,185.00	\$18,900.00	\$18,900.00	\$18,900.00	\$18,900.00	\$18,900.00	\$18,900.00	\$18,900.00	\$18,900.00		
21	3,300	LF	12" DIAMETER RCP SEWER PIPE	\$115.82	\$382,206.00	\$75.00	\$247,500.00	\$142.00	\$474,600.00	\$150.00	\$495,000.00	\$150.00	\$495,000.00	\$150.00	\$495,000.00	\$150.00	\$495,000.00		
22	1,750	LF	15" DIAMETER RCP SEWER PIPE	\$125.22	\$219,135.00	\$75.00	\$131,250.00	\$178.50	\$312,375.00	\$155.00	\$271,250.00	\$155.00	\$271,250.00	\$155.00	\$271,250.00	\$155.00	\$271,250.00		
23	400	LF	18" DIAMETER RCP SEWER PIPE	\$139.38	\$55,752.00	\$90.00	\$36,000.00	\$202.50	\$81,000.00	\$175.00	\$70,000.00	\$175.00	\$70,000.00	\$175.00	\$70,000.00	\$175.00	\$70,000.00		
24	900	LF	21" DIAMETER RCP SEWER PIPE	\$155.35	\$139,815.00	\$105.00	\$94,500.00	\$242.50	\$218,250.00	\$220.00	\$198,000.00	\$220.00	\$198,000.00	\$220.00	\$198,000.00	\$220.00	\$198,000.00		
25	3,400	LF	24" DIAMETER RCP SEWER PIPE	\$180.47	\$613,598.00	\$180.00	\$612,000.00	\$351.25	\$1,214,250.00	\$310.00	\$1,054,000.00	\$310.00	\$1,054,000.00	\$310.00	\$1,054,000.00	\$310.00	\$1,054,000.00		
26	26	LF	36" DIAMETER RCP SEWER PIPE	\$242.21	\$6,300.00	\$200.00	\$5,200.00	\$463.50	\$12,051.00	\$350.00	\$9,100.00	\$350.00	\$9,100.00	\$350.00	\$9,100.00	\$350.00	\$9,100.00		
27	400	LF	42" DIAMETER RCP SEWER PIPE	\$443.68	\$177,472.00	\$385.00	\$154,000.00	\$767.75	\$307,100.00	\$495.00	\$198,000.00	\$495.00	\$198,000.00	\$495.00	\$198,000.00	\$495.00	\$198,000.00		
28	1,000	LF	48" DIAMETER RCP SEWER PIPE	\$513.96	\$513,960.00	\$800.00	\$800,000.00	\$1,616.75	\$1,616,750.00	\$975.00	\$975,000.00	\$975.00	\$975,000.00	\$975.00	\$975,000.00	\$975.00	\$975,000.00		
29	1,200	LF	36" X 60" ELLIPTICAL SEWER PIPE	\$894.16	\$1,072,992.00	\$27,000.00	\$27,000.00	\$29,940.00	\$29,940.00	\$200.00	\$200,000.00	\$200.00	\$200,000.00	\$200.00	\$200,000.00	\$200.00	\$200,000.00		
30	30	LF	12" DIAMETER DIP SEWER PIPE	\$276.41	\$8,292.30	\$325.00	\$9,750.00	\$392.375	\$11,771.25	\$250.00	\$7,500.00	\$250.00	\$7,500.00	\$250.00	\$7,500.00	\$250.00	\$7,500.00		
31	700	LF	16" DIAMETER JACK AND BORING	\$193.48	\$135,436.00	\$227,500.00	\$159,250.00	\$3,139.00	\$2,207,250.00	\$3,500.00	\$2,450,000.00	\$3,500.00	\$2,450,000.00	\$3,500.00	\$2,450,000.00	\$3,500.00	\$2,450,000.00		
32	125	LF	36" DIAMETER JACK AND BORING	\$1,651.81	\$206,476.25	\$2,937.00	\$367,125.00	\$4,565.00	\$570,625.00	\$5,270.00	\$658,750.00	\$5,270.00	\$658,750.00	\$5,270.00	\$658,750.00	\$5,270.00	\$658,750.00		
33	350	LF	60" DIAMETER JACK AND BORING	\$1,441.41	\$504,493.50	\$2,937.00	\$1,027,950.00	\$4,565.00	\$1,597,750.00	\$5,270.00	\$1,844,500.00	\$5,270.00	\$1,844,500.00	\$5,270.00	\$1,844,500.00	\$5,270.00	\$1,844,500.00		
34	43	EACH	STANDARD MANHOLE, LID AND FRAME, NEW	\$14,550.49	\$620,971.07	\$5,000.00	\$215,000.00	\$7,215.00	\$310,245.00	\$11,260.00	\$484,180.00	\$11,260.00	\$484,180.00	\$11,260.00	\$484,180.00	\$11,260.00	\$484,180.00		
35	43	EACH	60" STANDARD MANHOLE, LID AND FRAME, NEW	\$22,553.59	\$970,214.36	\$8,000.00	\$340,000.00	\$10,794.00	\$464,172.00	\$14,860.00	\$640,420.00	\$14,860.00	\$640,420.00	\$14,860.00	\$640,420.00	\$14,860.00	\$640,420.00		
36	4	EACH	72" STANDARD MANHOLE, LID AND FRAME, NEW	\$31,624.56	\$126,498.24	\$14,000.00	\$56,000.00	\$18,449.00	\$73,796.00	\$21,260.00	\$85,040.00	\$21,260.00	\$85,040.00	\$21,260.00	\$85,040.00	\$21,260.00	\$85,040.00		
37	11	EACH	84" STANDARD MANHOLE, LID AND FRAME, NEW	\$36,338.50	\$400,723.50	\$40,000.00	\$1,600,000.00	\$33,841.00	\$372,251.00	\$46,260.00	\$508,860.00	\$46,260.00	\$508,860.00	\$46,260.00	\$508,860.00	\$46,260.00	\$508,860.00		
38	2	EACH	96" STANDARD MANHOLE, LID AND FRAME, NEW	\$40,822.26	\$81,644.52	\$40,000.00	\$80,000.00	\$33,955.00	\$67,910.00	\$46,260.00	\$92,520.00	\$46,260.00	\$92,520.00	\$46,260.00	\$92,520.00	\$46,260.00	\$92,520.00		
39	2	EACH	108" STANDARD MANHOLE, LID AND FRAME, NEW	\$80,512.80	\$161,025.60	\$145,000.00	\$290,000.00	\$180,546.00	\$361,092.00	\$394,875.00	\$789,750.00	\$394,875.00	\$789,750.00	\$394,875.00	\$789,750.00	\$394,875.00	\$789,750.00		
40	40	LF	96" X 96" COMBINED SEWER OVERFLOW MANHOLE	\$134,804.88	\$5,392,195.20	\$4,360.00	\$174,400.00	\$24,500.00	\$980,000.00	\$3,000.00	\$120,000.00	\$3,000.00	\$120,000.00	\$3,000.00	\$120,000.00	\$3,000.00	\$120,000.00		
41	1	EACH	POSTCONSTRUCTION CCTV	\$5.66	\$5.66	\$128,000.00	\$128,000.00	\$70,645.00	\$70,645.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00		
42	14,000	LF	TRAFFIC CONTROL	\$75.14	\$1,051,960.00	\$50.00	\$700,000.00	\$64.00	\$900,000.00	\$200.00	\$2,800,000.00	\$200.00	\$2,800,000.00	\$200.00	\$2,800,000.00	\$200.00	\$2,800,000.00		
43	1	LS	OVER-EXCAVATION AS REQUESTED	\$64,000.00	\$64,000.00	\$225,000.00	\$225,000.00	\$1,847.153	\$1,847,153.00	\$775,000.00	\$775,000.00	\$775,000.00	\$775,000.00	\$775,000.00	\$775,000.00	\$775,000.00	\$775,000.00		
44	1,200	CY	NORFOLK SOUTHERN RAILROAD COORDINATION	\$243,000.00	\$291,600.00	\$30,000.00	\$36,000.00	\$118,477.00	\$142,172.40	\$280,000.00	\$336,000.00	\$280,000.00	\$336,000.00	\$280,000.00	\$336,000.00	\$280,000.00	\$336,000.00		
45	1	LS	MOBILIZATION, INSURANCE, AND BONDS	\$128,000.00	\$128,000.00	\$20,000.00	\$20,000.00	\$24,684.00	\$24,684.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00		
46	1	LS	SAW CUTTING	\$64,000.00	\$64,000.00	\$18,000.00	\$18,000.00	\$19,000.00	\$19,000.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00		
47	1	LS	DEWATERING	\$9.12	\$9.12	\$18,000.00	\$18,000.00	\$7.35	\$7.35	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00		
48	100	SY	PAVEMENT MARKINGS, LETTERS AND SYMBOLS	\$4.10	\$410.00	\$104.00	\$10,400.00	\$122.00	\$12,200.00	\$110.00	\$11,000.00	\$110.00	\$11,000.00	\$110.00	\$11,000.00	\$110.00	\$11,000.00		
49	5,000	LF	PAVEMENT MARKINGS, STRIPING	\$75.00	\$375,000.00	\$104.00	\$520,000.00	\$122.00	\$610,000.00	\$110.00	\$550,000.00	\$110.00	\$550,000.00	\$110.00	\$550,000.00	\$110.00	\$550,000.00		
50	1,000	LF	DETECTOR LOOPS	\$150.00	\$150,000.00	\$221.00	\$221,000.00	\$208.00	\$208,000.00	\$140.00	\$140,000.00	\$140.00	\$140,000.00	\$140.00	\$140,000.00	\$140.00	\$140,000.00		
51	450,000	SY	CONCRETE MEDIAN	\$150.00	\$67,500.00	\$92,333.33	\$41,550,000.00	\$92,333.33	\$41,550,000.00	\$140.00	\$63,000.00	\$140.00	\$63,000.00	\$140.00	\$63,000.00	\$140.00	\$63,000.00		
52			TOTAL BIDS (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE		\$10,605,498.70		\$9,233,305.00		\$14,829,040.00		\$15,542,300.00								

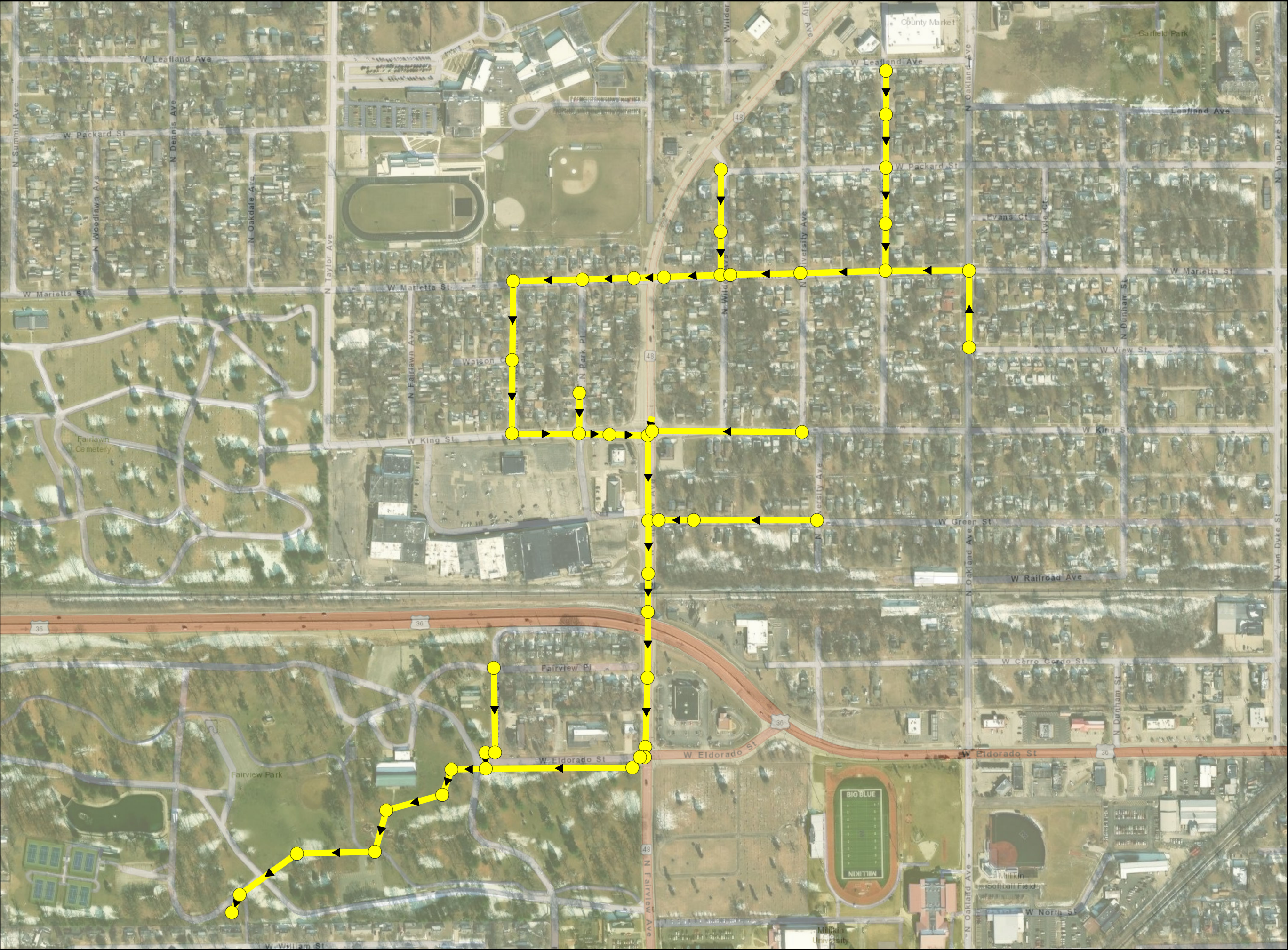


FIGURE
1

City of Decatur

Oakland and Grand
Storm Sewer Separation
Basin 5

Decatur, Illinois

Legend

Proposed Manhole

Proposed Sewer

AECOM

Drawn By: MWW

Checked By: HHC

Date: February 2025

Project #: 60662757

Projection:
NAD 1983 StatePlane Illinois East FIPS 1201 Feet

1 inch equals 375 feet

0125250500

Feet

Page 47 of 216

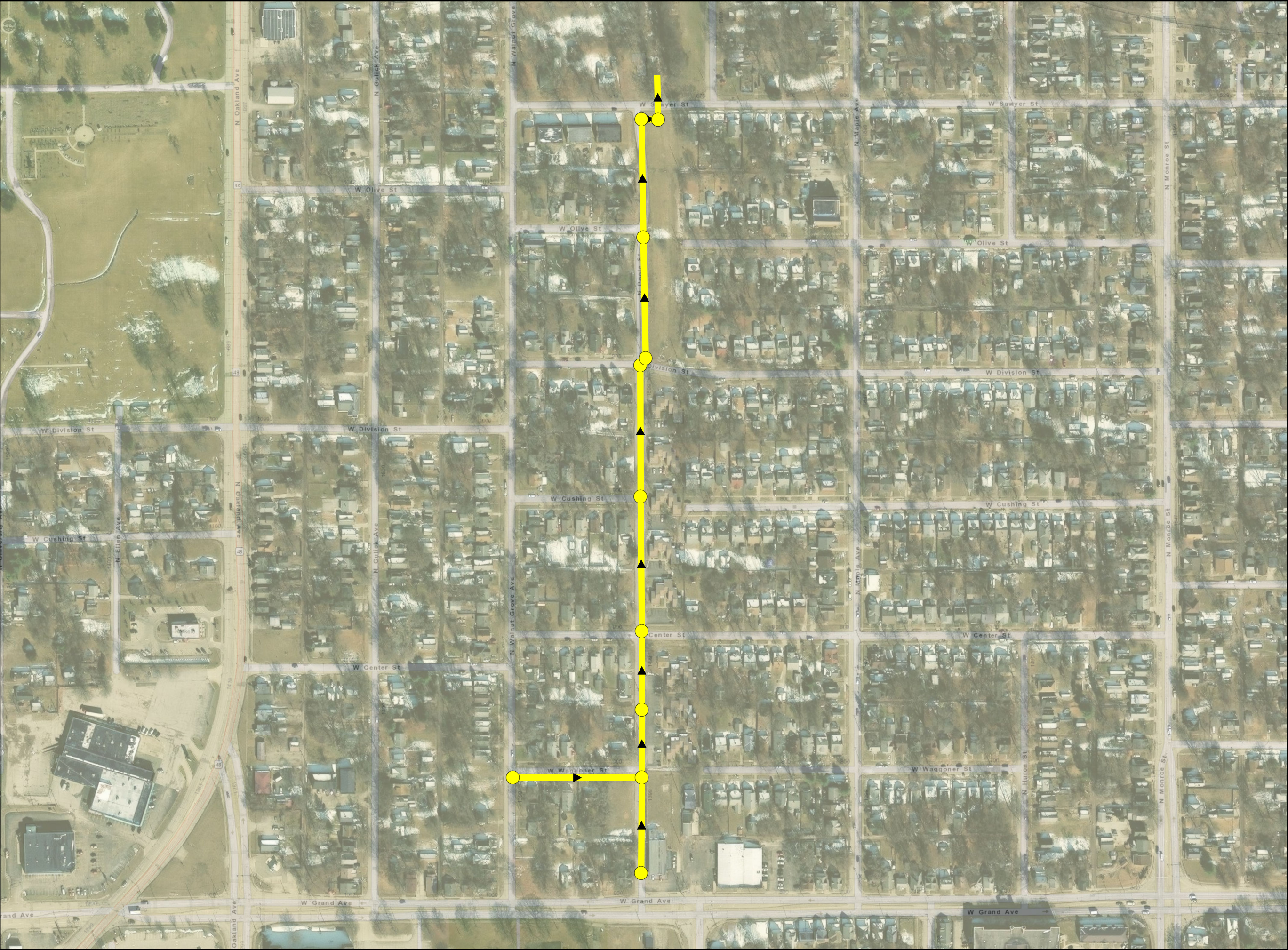


FIGURE
2

City of Decatur

Oakland and Grand
Storm Sewer Separation
Basin 6

Decatur, Illinois

Legend

- Proposed Manhole
- Proposed Sewer

AECOM

Drawn By: MWW

Checked By: HHC

Date: February 2025

Project #: 60662757

Projection:
NAD 1983 StatePlane Illinois East FIPS 1201 Feet

1 inch equals 250 feet
0 62.5 125 250
Feet



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

RETURN WITH BID

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION STATEMENT

Date:	2/6/25	Project Title:	Oakland and Grand Sewer Separation Project – Basin 5 & 6 Storm Sewer
Total Contract Value:	9,233,305.00	Project Number:	2021-01

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating Co. Inc.
 Address: 819 N. Sunnyside Rd.
Decatur IL 62522
 Phone: 2174281865
 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
The Bed Ant Boring Co.	MBE	1,107,594.00	11.995	Jack and Bore
Loyalty Services	MBE	400,000.00	4.332	Trucking
Marenco Enterprises	MBE	5400.00	.058	seeding and mulching
Etherton Enterprises	Non MBE	425,125.00	4.604	Concrete
Romer Brothers Tree Service	Non MBE	4,848.00	.052	tree removal
Donn Co	Non MBE	1,408,155.00	15.250	Asphalt
Varsity Striping	Non MBE	25,052.00	.271	Striping
Totals				

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

Section III: Purchase of Goods, Materials, or Equipment

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

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



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

RETURN WITH BID

**MINORITY BUSINESS ENTERPRISE (MBE)
UTILIZATION STATEMENT**

Date:	2-6-25	Project Title:	Oakland and Grand Sewer Separation Project – Basin 5 & 6 Storm Sewer	
Total Contract Value:	9,233,305.00	Project Number:	2021-01	

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating
Address: 819 N Sunnyside Rd
Decatur IL 62522
Phone: 217-428-1865
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
SKS Engineers	Non MBE	14,000.00	.151	Const. layout
lodine Electric	Non MBE	86,625.00	.938	Electric
TeleScan	Non MBE	53,060.00	.574	CC.T.V.
Totals		3,529,859	38.23	
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
Boy's Paving (Asphalt)	phone and email	Never submitted a bid
Day's Asphalt Paving (Asphalt)	phone	Not bidding-not interested.
D. Anderson Contracting (Asphalt)	phone and email	Never submitted a bid
Garcia & Son's Const (concrete)	phone	No longer operating
A3A concrete (concrete)	phone and email	Never submitted a bid
AMT Solutions (concrete)	phone	Never submitted a bid
A Plus Service Group (concrete)	phone and email	Never submitted a bid
Earth Solutions (Boring)	phone	Never submitted a bid
Ramirez Group (Boring)	phone	Never submitted a bid
Kimberly Development (Boring)	phone	too far for them to bid
Red Ant Boring (Boring)	phone	Submitted a bid
Area Tree Services (Tree Removal)	phone	NOT Bidding-out of their work area
Fernandez Tree Service (Tree Removal)	phone	Never submitted a bid
J3 D Services (Tree Removal)	phone	Never submitted a bid
Lawrence Enterprises	phone	submitted a bid
Loyalty Services	phone	Submitted a bid
→ see next page for more		
If more firms were contacted, please copy this form and attach the additional information.		

Section V:

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

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

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


 Signature of Prime Contractor

2/6/2025
 Date

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
Ampere Electric Co (Electrical)	phone	Never submitted a bid
J.H. Moore Inc. (Electrical)	phone and email	Never submitted a bid.
Electric One Inc. (Electrical)	phone	Never submitted a bid.
Sewer Tech Services (televising)	phone	Never submitted a bid.
Precision Pipeline (televising)	phone	Never submitted a bid.
Advanced Underground Trs. (televising)	phone	Never submitted a bid.

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

Section V:

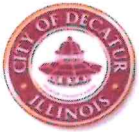
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises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

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

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

 Signature of Prime Contractor

 Date



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

RETURN WITH BID WHEN REQUIRED

MINORITY BUSINESS ENTERPRISE (MBE) INFORMATION FORM

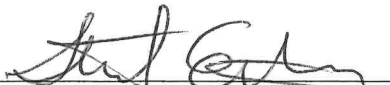
Date:	2/6/25	Project Title:	Oakland and Grand Sewer Separation Project – Basin 5 & 6 Storm Sewer
		Project Number:	2021-01

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 of Prime Contractor

2/6/2025
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



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

MINORITY BUSINESS ENTERPRISE (MBE) INFORMATION FORM

Date: 2/5/25 Project Title: Oakland and Grand Sewer Separation Project – Basin 5 & 6 Storm Sewer

Total Contract Value 9,233,305.00 Project Number: 2021

Section I: Minority Business Enterprise (MBE) Information

Name: The Red Ant Boring Co. DBE / WMBE

Address: 2210 Carmel Blvd
Zion IL 60099

Phone: 847 651 2143 office 224 627 2037

Contact Person: Pedro / Casey Montejano

Email: RedAntBoring@hotmail.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Jack B Bone	\$1,107,594.00	11.995

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature



Title

President

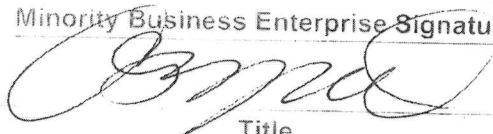
Print

Stuart Entler

Date

2/5/25

Minority Business Enterprise Signature



Title

CEO

Print

CASEY Montejano

Date

2/5/25



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

**RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER**

MINORITY BUSINESS ENTERPRISE (MBE) INFORMATION FORM

Date:	2/6/25	Project Title:	Oakland and Grand Sewer Separation Project – Basin 5 & 6 Storm Sewer	
Total Contract Value:	9,233,305.00	Project Number:	2021-01	

Section I: Minority Business Enterprise (MBE) Information

Name: Loyalty Services

Address: 3722 Tulane
Decatur IL 62522

Phone: 217-853-2204

Contact Person: Jeff Rhodes

Email:

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	400,000.00	4.332

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
	Stuart Entler
Title	Date
President	2/5/25

Minority Business Enterprise Signature	Print
	Jeff Rhodes
Title	Date
Owner	2/5/25



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

MINORITY BUSINESS ENTERPRISE (MBE) INFORMATION FORM

Date: 2/16/25 Project Title: Oakland and Grand Sewer Separation Project – Basin 5 & 6 Storm Sewer

Total Contract Value: 9,233,305.00 Project Number: 2021-01

Section I: Minority Business Enterprise (MBE) Information

Name: Mureno Enterprises

Address: 3490 Leghorn Rd.
Clinton IL 61727

Phone: 217-643-2484

Contact Person: Mirna Willoughby

Email: mirna@murenoent.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Seeding and mulching	5400.00	0.058

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature



Title

President

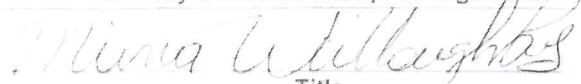
Print

Stuart Entler

Date

2/10/25

Minority Business Enterprise Signature



Title

President

Print

Mirna Willoughby

Date

2/10/25



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Herald & Review** on the dates indicated below. If changes are needed, please contact us prior to deadline at help@column.us

Notice ID: gizocTlx4A2r8nFzfhs7 | **Proof Updated: Jan. 08, 2025 at 08:50am CST**
Notice Name: Oakland/Grand Sewer project advertisement | Publisher ID: COL-9000627

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Kayla Yette
kaylayette@tfsoilsinc.com
(217) 428-1865

FILING FOR

Herald & Review

Columns Wide: 1

Ad Class: Legals

01/14/2025: General Legal Inside Area 45.65
Notice

Total \$45.65

Notice to Disadvantaged Businesses

Entler Excavating Co. Inc. of 819 N Sunnyside Rd. Decatur, IL 62522, 217-428-1865, is seeking disadvantaged businesses for the City of Decatur - Oakland and Grand Sewer Separation Basin 5 & 6 Storm Sewer Project for subcontracting opportunities in the following areas: Asphalt, Brick Road Repair, Concrete, Seeding/Landscaping, Directional Boring, Horizontal Boring, Tree Removal and Trucking-Tandem and Semi. All disadvantaged businesses should contact, in WRITING, (certified letter, return receipt requested), Jeff Entler to discuss the subcontracting opportunities. All negotiations must be completed prior to the bid opening on January 30th, 2025, at 10:00am.
1/14 COL-9000627

ENTLER EXCAVATING COMPANY INC

819 N. SUNNYSIDE ROAD
DECATUR, IL 62522

Telephone (217) 428-1865
Fax (217) 428-1895
Entlerex.com

2/7/2025

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

RE: Oakland and Grand Sewer Separation Project Basin 5 and 6 Storm Sewer

To whom it may concern,

We contacted by phone and email:

- Roy's Paving & Sealcoating Co. (Asphalt): Contacted via phone and sent them an email with bid documents. They did not submit a bid to us.
- Day's Asphalt Paving. (Asphalt): Contacted via phone. He said that they aren't interested in bidding.
- D. Anderson Contracting (Asphalt): Contacted via phone and sent them an email with bid documents. They did not submit a bid to us.
- Garcia & Sons Const. Co. (Concrete): Contacted via phone and he said they are no longer operating.
- A&A Concrete (Concrete): Contacted via phone and sent an email with the bid documents. They never submitted a bid to us.
- AMT Solutions (Concrete): Contacted via phone. They never submitted a bid to us.
- A Plus Service Group LLC. (Concrete): Contacted via phone and sent them an email with the bid documents. They never submitted a bid to us.
- Earth Solutions (Boring): Contacted via phone. They never submitted a bid to us.
- Ramirez Group (Boring): Contacted via phone. They never submitted a bid to us.
- Kimberley Development (Boring): Contacted via phone. Not interested in bidding, job is too far for them.
- Red Ant Boring (Boring): Contacted via phone, submitted a bid
- Area Tree Services (Tree Removal): Contacted via phone. Not interested in bidding, job is too far for them.
- Fernandez Tree Service (Tree Removal): Contacted via phone. They never submitted a bid to us.
- J & D Services (Tree Removal): Contacted via phone. They never submitted a bid to us.
- Marenco Enterprises (Landscaping): Contacted via phone, submitted a bid.

- Loyalty Services (Trucking): Contacted via phone, submitted a bid.
- Ampere Electric Co. (Electrical): Contacted via phone. They never submitted a bid.
- J.H. Moore Inc. (Electrical): Contacted via phone and sent an email with the bid documents. They never submitted a bid to us.
- Electric One Inc. (Electrical): Contacted via phone. They never submitted a bid.
- Sewer Tech Services (Sewer pipe televising): Contacted via phone. Not interested in bidding, job is too far for them.
- Precision Pipeline (Sewer pipe televising): Contacted via phone. Not interested in bidding, job is too far for them.
- Advanced Underground Inspections (Sewer pipe televising): Contacted via phone. They never submitted a bid.

Sincerely,

Stuart Entler
President
Entler Excavating Co. Inc.

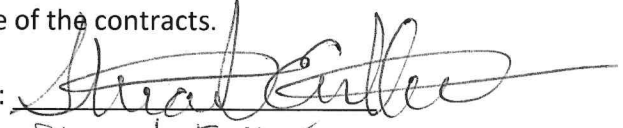
IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form**(To be completed by all Prime Contractors)**

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- ☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- ☒ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- ☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

- ☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: NAME: Stuart EntlerTITLE: PresidentCompany: Entler Excavating Co Inc.Date: 2/11/2025

IEPA Disadvantaged Business Enterprise (DBE) Program Form #2
Consultant Certification Form

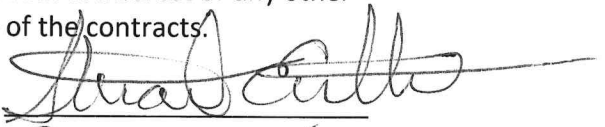
(To be completed by all Prime Consultants)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- ☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, and services), in the performance of this contract.
- ☒ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- ☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

- ☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: 

NAME: Stuart Entler

TITLE: President

Company: Entler Excavating Co Inc

Date: 2 / 11 / 2025

EPA Disadvantaged Business Enterprise (DBE) Program Form #3

Subcontractor Utilization Form

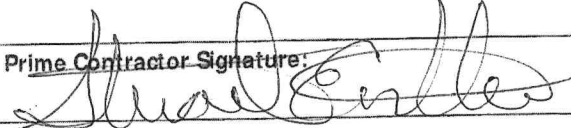
(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name The Red Ants Boring Co.	Project Name Oakland and Grand Sewer
Contact Person's Name & Title P. J. Montejano V. President	
Address 2210 Carmel Blvd 204 IL 60089	
Telephone 224 627 2037	Email redantboring@hotmail.com
DBE Certified By: 100%	Select all that apply. At least one is required: MBE WBE SBE <u>DBE</u>
Prime Contractor Name	

Type of Work to be Performed	Cost Estimate of Work
Option 2 item 33. 36" Dia. Jack & Bore item 34. 40" Dia. Jack & Bore	\$158,125.00 \$1805,000.00

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature: 	Print Name: Stuart Entler
Date: 2/1/25	Title: President
Subcontractor Signature: 	Print Name: P. J. Montejano
Date: 2/1/25	Title: V. President

EPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name <i>Loyalty Services</i>	Project Name <i>Oakland and Grand Sewer Separation Project</i>
Contact Person's Name & Title <i>Jeff Rhodes Owner</i>	
Address <i>3722 Tulane</i>	
Telephone <i>217-853-2204</i>	Email
DBE Certified By:	Select all that apply. At least one is required: ☒ MBE ☐ WBE ☐ SBE ☐ DBE
Prime Contractor Name <i>Entler Excavating Co. Inc.</i>	
Type of Work to be Performed	Cost Estimate of Work
<i>Trucking</i>	<i>400,000.00</i>

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature: 	Print Name: <i>Stuart Entler</i>
Date: <i>2/11/25</i>	Title: <i>President</i>
Subcontractor Signature: <i>Jeff Rhodes</i>	Print Name: <i>Jeff Rhodes</i>
Date: <i>2/11/25</i>	Title: <i>Owner</i>

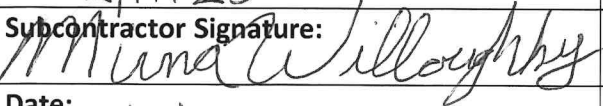
EPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name Marengo Enterprises		Project Name Oakland and Grand Sewer separation project	
Contact Person's Name & Title Mirna Willoughby			
Address 3490 Leghorn Rd. Clinton IL 61727			
Telephone 217-693-2484		Email	
DBE Certified By:		Select all that apply. At least one is required: ☒ MBE ☐ WBE ☐ SBE ☐ DBE	
Prime Contractor Name Entler Excavating Co. Inc			
Type of Work to be Performed			Cost Estimate of Work
seeding and mulching			5400.00

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature: 		Print Name: Stuart Entler	
Date: 2/11/25		Title: President	
Subcontractor Signature: 		Print Name: Mirna Willoughby	
Date: 2/11/25		Title: President	

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
(Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
Marengo Enterprises Mirna Willoughby	3490 Leghorn Rd Clinton IL 61727	217-693-2484	mirnae- marengo@comcast.com	Seeding and mulching	MBE Check if Hired ☒
Loyalty Services JT Rhodes	3722 Tulane Deratur IL 62522	217-853-2204	mrsr2006 @gmail.com	Trucking	MBE Check if Hired ☒
The Red Ant Boring Company Casey Pedro	2210 Carmel Blvd Zion IL 60099	847-651-2443	redantboring @hotmail.com	Jack and bore	MBE Check if Hired ☒
					Check if Hired ☐

n:\how\grants\lias document room\dbe guidance 2017.docx

February 13, 2025

Mr. Paul Caswell, P.E.
City Engineer
City of Decatur
Public Works Department
1 Gary K. Anderson Plaza
Decatur, IL 62523

Reference: Oakland and Grand Storm Sewer Separation Project
IEPA Loan No. L17-6807
City Project 2021-01

Dear Mr. Caswell:

Bid documents for the above-referenced project were received on Tuesday, February 11, 2024 at 11:00 AM. Shortly thereafter, the bids received were opened and the bids read aloud.

Three (3) complete bids were received for the project. The bids are tabulated below in order of the low bidder first and second low bidder second, etc.

<u>CONTRACTOR</u>	<u>TOTAL BID PRICE</u>
A&R Mechanical Services Inc.	\$14,829,040.00
Burdick Plumbing & Heating Co. Inc.	\$15,542,300.00
Entler Excavating Co., Inc.	\$9,233,305.00
Engineer's Opinion of Probable Cost	\$10,605,498.70

The Bid Tabulation Table is included as Attachment 1. The low bid is \$9,233,305 or 12.9 percent lower than the Engineer's Estimate. Additionally, the low bid is \$5,595,735 or 37.7 percent lower than the second lowest bidder.

The Bid Forms for both A&R Mechanical Services Inc. and Burdick Plumbing & Heating Co. Inc. did not include the forms for the IEPA Disadvantages Business Enterprise (DBE) Program. These documents would need to be requested of the bidders in the case either contractor is selected for this project.

As Entler Excavating Co., Inc. is the low, responsive, responsible bidder and there were no irregularities, we recommend that the City of Decatur award a contract to them for this work, if the necessary funds are available. Please advise us if a contract award is made and to whom. We can then assist with the preparation of the Contract Documents for execution by the Contractor and City of Decatur.



Mr. Paul E. Caswell
February 13, 2025
Page 2

We trust the above information is sufficient for your intended use. Should you have any questions or require additional information regarding the above, please contact us.

Very truly yours,

AECOM TECHNICAL SERVICES, INC.

A handwritten signature in black ink, appearing to read 'Hsing-Hua'.

Mr. Hsing-Hua, P. E.
Project Manager

Enclosures

Attachment 1:
Bid Tabulation

PROJECT NUMBER: 2021-01 PROJECT NAME: Oakland and Grand Basin 5 & 6 Separation Project BID DATE 2/11/2025 TIME: 11:00 a.m. FUND: Sewer Fund ORGANIZATION CODE: 79487906 OBJECT CODE: 489030				Engineer's Estimate City Engineering Division		Entler Excavating Co., Inc. 819 N. Sunnyside Rd Decatur, IL. 62522 Contact Person Stuart Entler 217 428-1865 karenentlerex@gmail.com		A&R Mechanical Services, Inc. 711 Kettering Park Drive Urbana, IL 61801 Contact Person Justin Weidner 217 367-4227 justin.weidner@ar-mech.com		Burdick Plumbing & Heating Co., Inc. P.O. Box 496 Decatur, IL 62525 Contact Person Jared Burdick 217 429-2385 jared@burdickplumbing.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	LAND SURVEYING AND LAYOUT	1.00	LS	\$128,000.00	\$128,000.00	\$20,000.00	\$20,000.00	\$48,305.00	\$48,305.00	\$123,175.00	\$123,175.00
2	AGGREGATE TRENCH BACKFILL	22500.00	CY	\$82.38	\$1,853,550.00	\$75.00	\$1,687,500.00	\$106.00	\$2,385,000.00	\$120.00	\$2,700,000.00
3	CONTROLLED LOW STRENGTH MATERIAL (CLSM) TRENCH BACKFILL	100	CY	\$185.61	\$18,561.00	\$300.00	\$30,000.00	\$167.00	\$16,700.00	\$300.00	\$30,000.00
4	BRICK PAVEMENT RESTORATION	100	SY	\$300.00	\$30,000.00	\$325.00	\$32,500.00	\$593.00	\$59,300.00	\$500.00	\$50,000.00
5	CONCRETE PAVEMENT (INCLUDING ROADWAYS, APRONS, AND DRIVEWAYS)	600	SY	\$160.00	\$96,000.00	\$207.00	\$124,200.00	\$229.50	\$137,700.00	\$325.00	\$195,000.00
6	HOT MIX ASPHALT (HMA) RESTORATION	8,000	SY	\$150.00	\$1,200,000.00	\$152.00	\$1,216,000.00	\$204.85	\$1,638,800.00	\$193.00	\$1,544,000.00
7	CLASS D PATCHING, IDOT ROADWAY	600	SY	\$225.00	\$135,000.00	\$369.00	\$221,400.00	\$430.25	\$258,150.00	\$638.00	\$382,800.00
8	CONCRETE SIDEWALK	300	SY	\$350.00	\$105,000.00	\$327.00	\$98,100.00	\$213.25	\$63,975.00	\$344.00	\$103,200.00
9	CONCRETE CURB & GUTTER	1,000	LF	\$175.00	\$175,000.00	\$167.00	\$167,000.00	\$72.25	\$72,250.00	\$146.00	\$146,000.00
10	SEWER DEMOLITION	850	LF	\$41.19	\$35,011.50	\$100.00	\$85,000.00	\$33.50	\$28,475.00	\$98.00	\$83,300.00
11	SEWER ABANDONMENT AND FILL	1,500	LF	\$8.76	\$13,140.00	\$60.00	\$90,000.00	\$47.50	\$71,250.00	\$140.00	\$210,000.00
12	DUCTILE IRON WATER MAIN	3	EACH	\$38,400.00	\$115,200.00	\$11,000.00	\$33,000.00	\$15,696.00	\$47,088.00	\$35,000.00	\$105,000.00
13	INLET DEMOLITION	53	EACH	\$1,172.03	\$62,117.59	\$1,350.00	\$71,550.00	\$869.00	\$46,057.00	\$1,235.00	\$65,455.00
14	MANHOLE DEMOLITION	1	EACH	\$1,953.38	\$1,953.38	\$2,500.00	\$2,500.00	\$2,436.00	\$2,436.00	\$9,800.00	\$9,800.00
15	INLET, NEW	46	EACH	\$8,954.92	\$411,926.32	\$2,300.00	\$105,800.00	\$2,623.00	\$120,658.00	\$3,865.00	\$177,790.00
16	TREE REMOVAL	4	EACH	\$839.00	\$3,356.00	\$1,455.00	\$5,820.00	\$2,690.00	\$10,760.00	\$3,300.00	\$13,200.00
17	ROUGH GRADING	30	CY	\$52.88	\$1,586.40	\$200.00	\$6,000.00	\$112.00	\$3,360.00	\$305.00	\$9,150.00
18	SEEDING AND TOPSOIL RESTORATION	1,000	SY	\$4.97	\$4,970.00	\$19.00	\$19,000.00	\$8.00	\$8,000.00	\$40.00	\$40,000.00
19	EROSION CONTROL	1	LS	\$16,316.85	\$16,316.85	\$10,000.00	\$10,000.00	\$22,510.00	\$22,510.00	\$48,500.00	\$48,500.00
20	RIPRAP	1	LS	\$3,320.32	\$3,320.32	\$6,000.00	\$6,000.00	\$8,185.00	\$8,185.00	\$18,900.00	\$18,900.00
21	12" DIAMETER RCP SEWER PIPE	3,300	LF	\$115.82	\$382,206.00	\$70.00	\$231,000.00	\$142.00	\$468,600.00	\$150.00	\$495,000.00
22	15" DIAMETER RCP SEWER PIPE	1,750	LF	\$125.22	\$219,135.00	\$75.00	\$131,250.00	\$178.50	\$312,375.00	\$155.00	\$271,250.00
23	18" DIAMETER RCP SEWER PIPE	400	LF	\$139.38	\$55,752.00	\$90.00	\$36,000.00	\$202.50	\$81,000.00	\$175.00	\$70,000.00
24	21" DIAMETER RCP SEWER PIPE	900	LF	\$155.35	\$139,815.00	\$105.00	\$94,500.00	\$242.50	\$218,250.00	\$220.00	\$198,000.00
25	24" DIAMETER RCP SEWER PIPE	3,400	LF	\$180.47	\$613,598.00	\$180.00	\$612,000.00	\$271.75	\$923,950.00	\$240.00	\$816,000.00
26	27" DIAMETER RCP SEWER PIPE	300	LF	\$242.21	\$72,663.00	\$195.00	\$58,500.00	\$351.25	\$105,375.00	\$310.00	\$93,000.00
27	36" DIAMETER RCP SEWER PIPE	400	LF	\$360.30	\$144,120.00	\$200.00	\$80,000.00	\$463.50	\$185,400.00	\$350.00	\$140,000.00
28	42" DIAMETER RCP SEWER PIPE	1,000	LF	\$443.68	\$443,680.00	\$385.00	\$385,000.00	\$467.75	\$467,750.00	\$360.00	\$360,000.00
29	48" DIAMETER RCP SEWER PIPE	1,200	LF	\$513.96	\$616,752.00	\$385.00	\$462,000.00	\$700.25	\$840,300.00	\$495.00	\$594,000.00
30	38" X 60" ELLIPTICAL SEWER PIPE	30	LF	\$694.16	\$20,824.80	\$900.00	\$27,000.00	\$998.00	\$29,940.00	\$975.00	\$29,250.00
31	12" DIAMETER DIP SEWER PIPE	400	LF	\$419.18	\$167,672.00	\$210.00	\$84,000.00	\$239.00	\$95,600.00	\$200.00	\$80,000.00
32	16" DIAMETER DIP SEWER PIPE	700	LF	\$276.41	\$193,487.00	\$325.00	\$227,500.00	\$293.00	\$205,100.00	\$250.00	\$175,000.00
33	36" DIAMETER JACK AND BORING	125	LF	\$1,651.81	\$206,476.25	\$1,784.00	\$223,000.00	\$3,139.00	\$392,375.00	\$3,500.00	\$437,500.00
34	60" DIAMETER JACK AND BORING	350	LF	\$1,441.41	\$504,493.50	\$2,937.00	\$1,027,950.00	\$4,565.00	\$1,597,750.00	\$5,270.00	\$1,844,500.00
35	48" STANDARD MANHOLE, LID AND FRAME, NEW	43	EACH	\$14,650.49	\$629,971.07	\$5,100.00	\$219,300.00	\$7,215.00	\$310,245.00	\$11,260.00	\$484,180.00
36	60" STANDARD MANHOLE, LID AND FRAME, NEW	4	EACH	\$22,553.59	\$90,214.36	\$8,000.00	\$32,000.00	\$10,794.00	\$43,176.00	\$14,860.00	\$59,440.00
37	72" STANDARD MANHOLE, LID AND FRAME, NEW	11	EACH	\$31,624.56	\$347,870.16	\$14,000.00	\$154,000.00	\$18,449.00	\$202,939.00	\$21,260.00	\$233,860.00
38	84" STANDARD MANHOLE, LID AND FRAME, NEW	2	EACH	\$36,238.50	\$72,477.00	\$30,000.00	\$60,000.00	\$12,383.00	\$24,766.00	\$34,260.00	\$68,520.00
39	96" STANDARD MANHOLE, LID AND FRAME, NEW	2	EACH	\$40,822.26	\$81,644.52	\$40,000.00	\$80,000.00	\$33,841.00	\$67,682.00	\$46,260.00	\$92,520.00
40	108" STANDARD MANHOLE, LID AND FRAME, NEW	1	EACH	\$80,512.80	\$80,512.80	\$40,000.00	\$40,000.00	\$33,955.00	\$33,955.00	\$48,260.00	\$48,260.00
41	96' X 96" COMBINED SEWER OVERFLOW MANHOLE	1	EACH	\$134,804.88	\$134,804.88	\$145,000.00	\$145,000.00	\$180,546.00	\$180,546.00	\$394,875.00	\$394,875.00
42	POSTCONSTRUCTION CCTV	14,000	LF	\$6.86	\$96,040.00	\$4.36	\$61,040.00	\$2.45	\$34,300.00	\$3.00	\$42,000.00
43	TRAFFIC CONTROL	1	LS	\$128,000.00	\$128,000.00	\$70,645.00	\$70,645.00	\$684,439.00	\$684,439.00	\$460,000.00	\$460,000.00
44	OVER-EXCAVATION AS REQUESTED	1,200	CY	\$75.14	\$90,168.00	\$50.00	\$60,000.00	\$46.00	\$55,200.00	\$200.00	\$240,000.00
45	NORFOLK SOUTHERN RAILROAD COORDINATION	1	LS	\$64,000.00	\$64,000.00	\$90,000.00	\$90,000.00	\$174,504.00	\$174,504.00	\$150,000.00	\$150,000.00
46	MOBILIZATION, INSURANCE, AND BONDS	1	LS	\$243,200.00	\$243,200.00	\$225,000.00	\$225,000.00	\$1,647,153.00	\$1,647,153.00	\$775,000.00	\$775,000.00
47	SAW CUTTING	1	LS	\$128,000.00	\$128,000.00	\$30,000.00	\$30,000.00	\$118,477.00	\$118,477.00	\$349,875.00	\$349,875.00
48	DEWATERING	1	LS	\$64,000.00	\$64,000.00	\$20,000.00	\$20,000.00	\$24,684.00	\$24,684.00	\$280,000.00	\$280,000.00
49	PAVEMENT MARKINGS, LETTERS AND SYMBOLS	100	SF	\$9.12	\$912.00	\$18.00	\$1,800.00	\$19.00	\$1,900.00	\$20.00	\$2,000.00

PROJECT NUMBER: 2021-01 PROJECT NAME: Oakland and Grand Basin 5 & 6 Separation Project BID DATE 2/11/2025 TIME: 11:00 a.m. FUND: Sewer Fund ORGANIZATION CODE: 79487906 OBJECT CODE: 489030				Engineer's Estimate City Engineering Division		Entler Excavating Co., Inc. 819 N. Sunnyside Rd Decatur, IL. 62522 Contact Person Stuart Entler 217 428-1865 karenentlerex@gmail.com		A&R Mechanical Services, Inc. 711 Kettering Park Drive Urbana, IL 61801 Contact Person Justin Weidner 217 367-4227 justin.weidner@ar-mech.com		Burdick Plumbing & Heating Co., Inc. P.O. Box 496 Decatur, IL 62525 Contact Person Jared Burdick 217 429-2385 jared@burdickplumbing.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
50	PAVEMENT MARKINGS, STRIPING	5,000	LF	\$4.10	\$20,500.00	\$6.00	\$30,000.00	\$7.35	\$36,750.00	\$6.00	\$30,000.00
51	DETECTOR LOOPS	1,000	LF	\$75.00	\$75,000.00	\$104.00	\$104,000.00	\$122.00	\$122,000.00	\$110.00	\$110,000.00
52	CONCRETE MEDIAN	450	SY	\$150.00	\$67,500.00	\$221.00	\$99,450.00	\$208.00	\$93,600.00	\$140.00	\$63,000.00
	TOTAL BIDS (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE					\$10,605,498.70 \$9,233,305.00 -12.94%		\$14,829,040.00 39.82%		\$15,542,300.00 46.55%	

Paul E. Caswell, City Engineer

Date

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

-CHAPTER 50-

-LICENSES-

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

Section 1. That Chapter 50 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 2, 3 and 17 so that Sections 2, 3 and 17 as so modified and amended, shall provide as follows:

...2. **APPLICATIONS.** Before any license as required by the preceding section shall be issued, the person, firm or corporation desiring such license shall make application to the City Clerk upon forms provided by the City. Such application shall be accompanied by the license fee as required by this Code. Except as otherwise provided in this Code, the City Clerk shall immediately refer all such applications to the City Manager.

...3. **ISSUANCE.** Upon written approval by the City Manager, the City Clerk shall issue the license applied for. Each license shall state the purpose for which it was granted, its expiration date and the location of the business authorized. Except where otherwise provided in this Code, each license shall be signed and attested by the City Clerk.

...17. **ALTERATION.** No person shall alter or add to any license certificate or plate. No licensee shall lend or give away any license certificate or plate. No person shall use or display any license certificate or plate or permit not issued to or lawfully assigned to him. Upon proof of loss satisfactory to the City Manager, the City Clerk shall issue a new license or plate or permit upon payment of Five Dollars (\$5.00), unless otherwise provided in this Code or applicable ordinance.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 50 -LICENSES-

...2. **APPLICATIONS.** Before any license as required by the preceding section shall be issued, the person, firm or corporation desiring such license shall make application to the City Clerk ~~or Finance Department~~ upon forms provided by the City. Such application shall be accompanied by the license fee as required by this Code. Except as otherwise provided in this Code, the City Clerk ~~or Finance Department~~ shall immediately refer all such applications to the City Manager.

...3. **ISSUANCE.** Upon written approval by the City Manager, the City Clerk ~~or the Finance Department~~ shall issue the license applied for. Each license shall state the purpose for which it was granted, its expiration date and the location of the business authorized. Except where otherwise provided in this Code, each license shall be signed and attested by the City Clerk ~~or Finance Department~~.

...17. **ALTERATION.** No person shall alter or add to any license certificate or plate. No licensee shall lend or give away any license certificate or plate. No person shall use or display any license certificate or plate or permit not issued to or lawfully assigned to him. Upon proof of loss satisfactory to the City Manager, the City Clerk ~~or the Finance Department~~ shall issue a new license or plate or permit upon payment of Five Dollars (\$5.00), unless otherwise provided in this Code or applicable ordinance.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

-CHAPTER 50.1-

-TRANSIENT MERCHANTS-

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

Section 1. That Chapter 50.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 2, 3, 4, 5, 7 and 9 so that Sections 2, 3, 4, 5, 7 and 9 as so modified and amended, shall provide as follows:

...2. **ISSUANCE.** Transient Merchant and Itinerant Vendor licenses shall be issued by the City Clerk upon approval by the Chief of Police pursuant to the provisions of the Act and as provided in this chapter. No Transient or Itinerant Vendor shall operate without a license.

...3. **APPLICATION.** An application for a Transient Merchant or Itinerant Vendor's license shall be made in writing to the City Clerk which shall set forth the following:

- (a) The name of the individual applying for the license.
- (b) The residence, telephone number and driver's license number of the applicant.
- (c) The address of the principal place of business of the applicant and its telephone number.
- (d) If the applicant is employed by another person or entity, the name of the employer, its address and telephone number.
- (e) Whether the applicant has been convicted of a criminal offense or ordinance violation (other than traffic or parking offenses) in any jurisdiction and, if so, a list of such convictions with date and prosecuting jurisdiction.
- (f) A State of Illinois sales tax number or other evidence that the business is registered with the state department of revenue.

...4. **INELIGIBILITY.** The City Clerk shall issue the license required unless it is found:

- (a) The applicant is under the age of eighteen (18) years.
- (b) The applicant has been convicted or completed any sentence of imprisonment within the last five (5) years of any offense relating to theft, burglary or fraud, or

the applicant has ever been convicted of any felony sex offense, felony offense related to use of a firearm, manslaughter, first or second degree murder, or home invasion as defined in the Illinois Criminal Code of 1961, 720 ILCS 5/1-1 et seq., or any similar offense under the laws of the United States or another State.

- (c) The applicant or his employer has had a license issued pursuant to the Chapter revoked for cause.
- (d) The applicant or his employer has had an application submitted pursuant to this Chapter denied within the last three (3) years.
- (e) The applicant, its partners, officers or listed shareholders has knowingly furnished false or misleading information on any application for a license required under this Chapter or any investigation into any such application.

...5. **FEE.** The fee for Transient Merchant or Itinerant Vendor licenses shall be One Hundred Dollars (\$100.00) per year, payment of which shall accompany each application for said license. Applications for such licenses shall be submitted to the City Clerk. This fee shall be required for each individual involved in the business.

...7. **WAITING PERIOD.** No Transient Merchant or Itinerant Vendor license shall be guaranteed to be issued sooner than fourteen (14) days after the submittal of an application to the City Clerk for the same.

...9. **IDENTIFICATION.** Any licensee shall, before entering a dwelling, identify himself to the occupant by name and state what individual, partnership, corporation, group, or association he represents. Any licensee shall immediately display the license issued by the City of Decatur City Clerk and a photo governmental identification card (state driver's license or state identification card) upon request of any person or law enforcement officer.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 50.1

-TRANSIENT MERCHANTS-

...2. **ISSUANCE.** Transient Merchant and Itinerant Vendor licenses shall be issued by the ~~Finance Department~~ City Clerk upon approval by the Chief of Police pursuant to the provisions of the Act and as provided in this chapter. No Transient or Itinerant Vendor shall operate without a license.

...3. **APPLICATION.** An application for a Transient Merchant or Itinerant Vendor's license shall be made in writing to the ~~Finance Department~~ City Clerk which shall set forth the following:

- (a) The name of the individual applying for the license.
- (b) The residence, telephone number and driver's license number of the applicant.
- (c) The address of the principal place of business of the applicant and its telephone number.
- (d) If the applicant is employed by another person or entity, the name of the employer, its address and telephone number.
- (e) Whether the applicant has been convicted of a criminal offense or ordinance violation (other than traffic or parking offenses) in any jurisdiction and, if so, a list of such convictions with date and prosecuting jurisdiction.
- (f) A State of Illinois sales tax number or other evidence that the business is registered with the state department of revenue.

...4. **INELIGIBILITY.** The ~~Finance Department~~ City Clerk shall issue the license required unless it is found:

- (a) The applicant is under the age of eighteen (18) years.
- (b) The applicant has been convicted or completed any sentence of imprisonment within the last five (5) years of any offense relating to theft, burglary or fraud, or the applicant has ever been convicted of any felony sex offense, felony offense

related to use of a firearm, manslaughter, first or second degree murder, or home invasion as defined in the Illinois Criminal Code of 1961, 720 ILCS 5/1-1 et seq., or any similar offense under the laws of the United States or another State.

- (c) The applicant or his employer has had a license issued pursuant to the Chapter revoked for cause.
- (d) The applicant or his employer has had an application submitted pursuant to this Chapter denied within the last three (3) years.
- (e) The applicant, its partners, officers or listed shareholders has knowingly furnished false or misleading information on any application for a license required under this Chapter or any investigation into any such application.

...5. **FEE.** The fee for Transient Merchant or Itinerant Vendor licenses shall be One Hundred Dollars (\$100.00) per year, payment of which shall accompany each application for said license. Applications for such licenses shall be submitted to the ~~Finance Department~~ City Clerk. This fee shall be required for each individual involved in the business.

...7. **WAITING PERIOD.** No Transient Merchant or Itinerant Vendor license shall be guaranteed to be issued sooner than fourteen (14) days after the submittal of an application to the ~~Finance Department~~ City Clerk for the same.

...9. **IDENTIFICATION.** Any licensee shall, before entering a dwelling, identify himself to the occupant by name and state what individual, partnership, corporation, group, or association he represents. Any licensee shall immediately display the license issued by the City of Decatur ~~Finance Department~~ City Clerk and a photo governmental identification card (state driver's license or state identification card) upon request of any person or law enforcement officer.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

-CHAPTER 52.1-

-PLACE OF AMUSEMENT-

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

Section 1. That Chapter 52.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 6 so that Section 6 as so modified and amended, shall provide as follows:

...6. **APPLICATION.** Application for a place of amusement license shall be made to the City Clerk and shall be accompanied by the license fee required herein. The application shall show the name, age and address of an individual applicant; the persons entitled to participate in the profits, if a partnership applicant; the objects, the names and addresses of the officers and directors, if a corporate applicant, and whether or not one person owns a controlling interest in such corporation, and if so, the name and address of such person; and the names and addresses of the members thereof, if the applicant is a club or unincorporated association; the location and description of the place or premises where such place of amusement will be operated and conducted; whether or not any previous similar license has been applied for, the place of application, and the disposition of such application, and if revoked the reasons therefore; and whether or not the applicant, or any partner or shareholder owning more the 5% of the corporation, has ever been convicted of a felony. A manager or agent must have the same qualifications as the person or firm to whom the license is issued. All applications shall be verified by the applicant or, if a corporation, by an authorized corporate officer thereof.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52.1 -PLACE OF AMUSEMENT-

...6. **APPLICATION.** Application for a place of amusement license shall be made to the ~~Finance Department~~ City Clerk and shall be accompanied by the license fee required herein. The application shall show the name, age and address of an individual applicant; the persons entitled to participate in the profits, if a partnership applicant; the objects, the names and addresses of the officers and directors, if a corporate applicant, and whether or not one person owns a controlling interest in such corporation, and if so, the name and address of such person; and the names and addresses of the members thereof, if the applicant is a club or unincorporated association; the location and description of the place or premises where such place of amusement will be operated and conducted; whether or not any previous similar license has been applied for, the place of application, and the disposition of such application, and if revoked the reasons therefore; and whether or not the applicant, or any partner or shareholder owning more the 5% of the corporation, has ever been convicted of a felony. A manager or agent must have the same qualifications as the person or firm to whom the license is issued. All applications shall be verified by the applicant or, if a corporation, by an authorized corporate officer thereof.

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 53-
-AMBULANCE SERVICE-**

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

Section 1. That Chapter 53 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 4, 6 and 17, so that Sections 4, 6 and 17, as so modified and amended, shall provide as follows:

...4. **APPLICATION.** Applications for a license to operate an ambulance, and renewal thereof, shall be made upon forms prescribed by the City Manager. Completed applications shall be forwarded to Licensing in the City Clerk's Office. The application shall contain:

- (a) The name and address of the applicant;
- (b) The trade or all other fictitious names, if any, under which the applicant does business or proposes to do business;
- (c) The location and description of the place or places from which the ambulance service operates or is intended to be operated;
- (d) A description of each ambulance which the applicant operates or intends to operate within the license year, including the make, model, year of manufacture, serial number, and the classification thereof under the Act;
- (e) Proof of liability insurance to sufficiently protect the public during their utilization of this service;
- (f) A letter of affirmation from the local or other EMS Resource Hospital stating that the ambulance service and EMT personnel functioning with that service meet or exceed all current Illinois EMS Act and the Division of Highway Safety and EMS of the Illinois Department of

Public Health rules and regulations and will be functioning as a prehospital patient care ambulance provided under the supervision of the EMS Resource Hospital's Project Medical Director;

(g) Such other information as the City Manager may reasonably require in the administration of the provisions of this Chapter.

...6. **NOTICE OF PUBLIC HEARING.** Within a reasonable time after an application for original license is filed with the City Clerk, a public hearing shall be, and in the case of application for renewal of license a hearing may be, held by the City Manager, or his designee, notice of the time and place whereof shall be published once in a newspaper of general circulation in the City not less than ten days prior to said hearing, and a copy of which said notice shall be served, either personally or by mail, upon the applicant and upon each ambulance service then currently licensed by the City.

...17. **CHANGE IN OPERATIONS.** Any change of vehicles, location or substantial change in operating procedures, from that contained in the application for the license currently in effect and supporting data, shall be promptly reported in writing to Licensing in the City Clerk's Office and the Decatur Fire Chief. Personnel and changes in personnel shall be provided annually in the license application or renewal process.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 53 -AMBULANCE SERVICE-

...4. **APPLICATION.** Applications for a license to operate an ambulance, and renewal thereof, shall be made upon forms prescribed by the City Manager. Completed applications shall be forwarded to Licensing in the ~~Finance Department~~ City Clerk's Office. The application shall contain:

- (a) The name and address of the applicant;
- (b) The trade or all other fictitious names, if any, under which the applicant does business or proposes to do business;
- (c) The location and description of the place or places from which the ambulance service operates or is intended to be operated;
- (d) A description of each ambulance which the applicant operates or intends to operate within the license year, including the make, model, year of manufacture, serial number, and the classification thereof under the Act;
- (e) Proof of liability insurance to sufficiently protect the public during their utilization of this service;
- (f) A letter of affirmation from the local or other EMS Resource Hospital stating that the ambulance service and EMT personnel functioning with that service meet or exceed all current Illinois EMS Act and the Division of Highway Safety and EMS of the Illinois Department of Public Health rules and regulations and will be functioning as a prehospital patient care ambulance provided under the supervision of the EMS Resource Hospital's Project Medical Director;
- (g) Such other information as the City Manager may reasonably require in the administration of the provisions of this Chapter.

...6. **NOTICE OF PUBLIC HEARING.** Within a reasonable time after an application for original license is filed with the ~~Finance Department~~ City Clerk, a public hearing shall be, and

in the case of application for renewal of license a hearing may be, held by the City Manager, or his designee, notice of the time and place whereof shall be published once in a newspaper of general circulation in the City not less than ten days prior to said hearing, and a copy of which said notice shall be served, either personally or by mail, upon the applicant and upon each ambulance service then currently licensed by the City.

...17. **CHANGE IN OPERATIONS.** Any change of vehicles, location or substantial change in operating procedures, from that contained in the application for the license currently in effect and supporting data, shall be promptly reported in writing to Licensing in the ~~City of Decatur Finance Department~~ City Clerk's Office and the Decatur Fire Chief. Personnel and changes in personnel shall be provided annually in the license application or renewal process.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
-CHAPTER 54-
-AMUSEMENT DEVICES-

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

Section 1. That Chapter 54 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 2, so that Section 2, as so modified and amended, shall provide as follows:

...2. **APPLICATION.** Application shall be made as required to the City Clerk and shall state the location and place of business and the number and kind of such devices to be used therein.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 54 -AMUSEMENT DEVICES-

...2. **APPLICATION.** Application shall be made as required to the ~~Finance~~
~~Department~~ City Clerk and shall state the location and place of business and the number and kind
of such devices to be used therein.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

-CHAPTER 54.1-

-VIDEO GAMING LICENSE-

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

Section 1. That Chapter 54.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 3 and 4 so that Sections 3 and 4 as so modified and amended, shall provide as follows:

...3. LICENSE APPLICATION REQUIREMENTS. Application shall be made as required to the City Clerk and shall state the following:

- (a). The legal name of the applicant;
- (b). The business name of the applicant;
- (c). The address of the establishment where the video gaming terminals are to be located;
- (d). The business office address of the establishment if different from the address of the establishment or business office address of the terminal operator;
- (e). A phone number for the applicant;
- (f). An e-mail address for the applicant, if any;
- (g). The name and address of every person owning more than a five percent (5%) share of the applicant;
- (h). For establishments, the name, address, phone number and e-mail address (if any) of any terminal operator or distributor owning, servicing or maintaining a video gaming terminal;
- (i). A copy of the applicant's State of Illinois Video Gaming License;
- (j). A statement as to the number of video gaming terminals which the applicant will have on its premises or place on an establishment's premises;

(k). A statement that the applicant is not in arrears in any tax, fee or bill due to the City of Decatur or State of Illinois;

(l). A statement that the applicant agrees to abide by all State and Federal laws and any local ordinance;

(m). A statement that no owner with more than a five percent (5%) interest or manager of the applicant has ever been convicted of a felony, a gambling offense, or a crime of moral turpitude. In the event that an establishment cannot provide such statement, the applicant may apply for a Certificate of Rehabilitation from the City Manager indicating that the individual who would disqualify the applicant from obtaining the Video Gaming License has been rehabilitated and is no longer a threat to violate the law. The City Manager may consider the nature of the offense, the length of time since the offense, the length of time since release from custody, and other factors to determine if the individual has rehabilitated himself such that he is no longer likely to commit another offense.

...4. VIDEO GAMING LICENSE FEES. Fees for a Video Gaming License shall be Five Hundred Dollars (\$500.00) per video gaming terminal per year.

(a). For establishments, the fee for a Video Gaming License shall be Two Hundred Fifty Dollars (\$250.00) per video gaming terminal per year. Video Gaming Licenses for establishments shall be issued by the City Clerk and shall be for a twelve-month period commencing on the first day of January of each year. There shall be no pro-ration of any fee except for new licensees.

(b). For terminal operators, the fee for a Video Gaming License shall be Two Hundred Fifty Dollars (\$250.00) per video gaming terminal per year. Video Gaming Licenses for terminal operators shall be issued by the City Clerk and shall be for a twelve-month period commencing on the first day of January of each year, except for the year 2022 in which each license and the

privileges there under shall commence on the first day of March 2022. There shall be no pro-ration of any fee except for new licensees.

(c). For all video gaming licenses, a late fee of Twenty-Five Dollars (\$25.00) plus Ten Dollars (\$10.00) per day shall be charged for all days after December 1st of any year for which an application for renewal is incomplete.

(d). This Section 4. shall take effect on March 1, 2022.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 54.1 -VIDEO GAMING LICENSE-

...3. LICENSE APPLICATION REQUIREMENTS. Application shall be made as required to the ~~Finance Department~~ City Clerk and shall state the following:

- (a). The legal name of the applicant;
- (b). The business name of the applicant;
- (c). The address of the establishment where the video gaming terminals are to be located;
- (d). The business office address of the establishment if different from the address of the establishment or business office address of the terminal operator;
- (e). A phone number for the applicant;
- (f). An e-mail address for the applicant, if any;
- (g). The name and address of every person owning more than a five percent (5%) share of the applicant;
- (h). For establishments, the name, address, phone number and e-mail address (if any) of any terminal operator or distributor owning, servicing or maintaining a video gaming terminal;
- (i). A copy of the applicant's State of Illinois Video Gaming License;
- (j). A statement as to the number of video gaming terminals which the applicant will have on its premises or place on an establishment's premises;
- (k). A statement that the applicant is not in arrears in any tax, fee or bill due to the City of Decatur or State of Illinois;
- (l). A statement that the applicant agrees to abide by all State and Federal laws and any local ordinance;
- (m). A statement that no owner with more than a five percent (5%) interest or manager of the applicant has ever been convicted of a felony, a gambling offense, or a crime of moral

turpitude. In the event that an establishment cannot provide such statement, the applicant may apply for a Certificate of Rehabilitation from the City Manager indicating that the individual who would disqualify the applicant from obtaining the Video Gaming License has been rehabilitated and is no longer a threat to violate the law. The City Manager may consider the nature of the offense, the length of time since the offense, the length of time since release from custody, and other factors to determine if the individual has rehabilitated himself such that he is no longer likely to commit another offense.

...4. VIDEO GAMING LICENSE FEES. Fees for a Video Gaming License shall be Five Hundred Dollars (\$500.00) per video gaming terminal per year.

(a). For establishments, the fee for a Video Gaming License shall be Two Hundred Fifty Dollars (\$250.00) per video gaming terminal per year. Video Gaming Licenses for establishments shall be issued by the ~~Finance Department~~ City Clerk and shall be for a twelve-month period commencing on the first day of January of each year. There shall be no pro-ration of any fee except for new licensees.

(b). For terminal operators, the fee for a Video Gaming License shall be Two Hundred Fifty Dollars (\$250.00) per video gaming terminal per year. Video Gaming Licenses for terminal operators shall be issued by the ~~Finance Department~~ City Clerk and shall be for a twelve-month period commencing on the first day of January of each year, except for the year 2022 in which each license and the privileges there under shall commence on the first day of March 2022. There shall be no pro-ration of any fee except for new licensees.

(c). For all video gaming licenses, a late fee of Twenty-Five Dollars (\$25.00) plus Ten Dollars (\$10.00) per day shall be charged for all days after December 1st of any year for which an application for renewal is incomplete.

(d). This Section 4. shall take effect on March 1, 2022.

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 55.1-
-MOBILE FOOD UNITS, TEMPORARY VENDOR STANDS,
AND FOOD AND BEVERAGE CARTS-**

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

Section 1. That Chapter 55.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 3 and 7 so that Sections 3 and 7 as so modified and amended, shall provide as follows:

...3. **APPLICATION.** No person or entity may operate a mobile food unit, temporary vendor stand, or food and beverage cart without submitting a written application for such license, as applicable, to the City Clerk. The applicant shall obtain a certificate of registration from the City of Decatur Department of Finance to collect sales and food and beverage tax as required. The application shall include the following:

- (a) The name, signature, address and telephone number of each applicant and each corporate officer, if applicable, for the license. No license shall be issued to an applicant under the age of 18.
- (b) Whether the applicant has been convicted within the last five years of any offense related to theft, burglary, fraud, criminal sexual assault or criminal sexual abuse, or offenses involving violence against another person. No license shall be issued to an applicant who answers in the affirmative.
- (c) Whether the applicant or his employer has had a license issued pursuant to the Chapter revoked for cause.

(d) The proposed location(s) and times of operation for conducting business in accordance with this Chapter. A food and beverage cart vendor may submit up to two (2) locations for conducting business. The applicant shall provide to the City written consent from the property owner for all proposed locations. No licensee shall be located in a restaurant/store/office frontage right-of-way or inhibit customer traffic unless written approval has been received from said restaurant/store/office and submitted with the application. No mobile food unit or temporary vendor stand shall be operated on the City right-of-way unless located temporarily as part of a City-approved sponsored event.

(e) License plate number and registration of the mobile food unit or temporary vendor stand (if applicable) proposed to be licensed.

(f) Printed image of the mobile food unit, temporary vendor stand or food and beverage cart to be used.

(g) A signed statement that the licensee shall hold harmless the city and its officers and employees, and shall indemnify the city, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of this license.

(h) Licensee shall obtain and maintain such public liability, food products liability, and property damage insurance as will protect vendor, property owners, and the city from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The policy shall list the City of Decatur as additional insured. Said applicant shall file with the City of Decatur's Finance Department a Certificate of Insurance and said Certificate shall

provide for not less than 30 days' notice to all insured prior to cancellation. Failure to maintain insurance required herein may result in a revocation of the license.

(i) When seeking a renewal, applicants shall submit an accurate record of sales, organized by date, from the previous year. Upon request, the licensee shall produce documentation in a manner acceptable by city staff, sufficient to verify the record of sales and taxes collected and remitted, such as dated cash register records or numbered receipts or other transaction register. For example, for 2021 license renewals, these records should reflect sales made from January 1, 2020 through December 31, 2020.

(j) Licensee shall notify the City Clerk within 30 days of any change to application information provided.

...7. PERMITS REQUIRED.

(a) If a mobile food unit, temporary vendor stand, or food and beverage cart requires an outside source for power, the City Clerk will arrange for electrical inspections. Permit holders shall comply with requirements of the Electrical Inspector based upon applicable electric codes. No power cable or equipment shall be extended at grade across any city street, alley or sidewalk without proper protection. Any power required for the mobile food unit, temporary vendor stand, or food and beverage cart shall not use utilities drawn from the public right-of-way, without express written consent from the City.

(b) All food units operating within the City of Decatur, including at approved temporary events of four (4) days or less that are exempt from this license, shall obtain a permit and pass inspections by the Macon County Health Department or obtain a permit exemption from the Macon County Health Department before opening to the public.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 55.1

-MOBILE FOOD UNITS, TEMPORARY VENDOR STANDS, AND FOOD AND BEVERAGE CARTS-

...3. **APPLICATION.** No person or entity may operate a mobile food unit, temporary vendor stand, or food and beverage cart without submitting a written application for such license, as applicable, to the ~~City of Decatur's Department of Finance~~ City Clerk. The applicant shall obtain a certificate of registration from the City of Decatur Department of Finance to collect sales and food and beverage tax as required. The application shall include the following:

- (a) The name, signature, address and telephone number of each applicant and each corporate officer, if applicable, for the license. No license shall be issued to an applicant under the age of 18.
- (b) Whether the applicant has been convicted within the last five years of any offense related to theft, burglary, fraud, criminal sexual assault or criminal sexual abuse, or offenses involving violence against another person. No license shall be issued to an applicant who answers in the affirmative.
- (c) Whether the applicant or his employer has had a license issued pursuant to the Chapter revoked for cause.
- (d) The proposed location(s) and times of operation for conducting business in accordance with this Chapter. A food and beverage cart vendor may submit up to two (2) locations for conducting business. The applicant shall provide to the City written consent from the property owner for all proposed locations. No licensee shall be located in a restaurant/store/office frontage right-of-way or inhibit customer traffic unless written

approval has been received from said restaurant/store/office and submitted with the application. No mobile food unit or temporary vendor stand shall be operated on the City right-of-way unless located temporarily as part of a City-approved sponsored event.

(e) License plate number and registration of the mobile food unit or temporary vendor stand (if applicable) proposed to be licensed.

(f) Printed image of the mobile food unit, temporary vendor stand or food and beverage cart to be used.

(g) A signed statement that the licensee shall hold harmless the city and its officers and employees, and shall indemnify the city, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of this license.

(h) Licensee shall obtain and maintain such public liability, food products liability, and property damage insurance as will protect vendor, property owners, and the city from all claims for damage to property or bodily injury, including death, which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The policy shall list the City of Decatur as additional insured. Said applicant shall file with the City of Decatur's Finance Department a Certificate of Insurance and said Certificate shall provide for not less than 30 days' notice to all insured prior to cancellation. Failure to maintain insurance required herein may result in a revocation of the license.

(i) When seeking a renewal, applicants shall submit an accurate record of sales, organized by date, from the previous year. Upon request, the licensee shall produce documentation in a manner acceptable by city staff, sufficient to verify the record of sales and taxes collected

and remitted, such as dated cash register records or numbered receipts or other transaction register. For example, for 2021 license renewals, these records should reflect sales made from January 1, 2020 through December 31, 2020.

(j) Licensee shall notify the ~~City's Department of Finance~~ City Clerk within 30 days of any change to application information provided. (Amended, Ordinance 2023-03, January 17, 2023)

...7. PERMITS REQUIRED.

(a) If a mobile food unit, temporary vendor stand, or food and beverage cart requires an outside source for power, the ~~Finance Department~~ City Clerk will arrange for electrical inspections. Permit holders shall comply with requirements of the Electrical Inspector based upon applicable electric codes. No power cable or equipment shall be extended at grade across any city street, alley or sidewalk without proper protection. Any power required for the mobile food unit, temporary vendor stand, or food and beverage cart shall not use utilities drawn from the public right-of-way, without express written consent from the City.

(b) All food units operating within the City of Decatur, including at approved temporary events of four (4) days or less that are exempt from this license, shall obtain a permit and pass inspections by the Macon County Health Department or obtain a permit exemption from the Macon County Health Department before opening to the public.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
-CHAPTER 57-
-HOUSE MOVING-

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

Section 1. That Chapter 57 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 2 so that Section 2, as so modified and amended, shall provide as follows:

...2. **APPLICATION.** Application for permit hereunder shall be made to the City Clerk and shall state the location of the building to be moved, its length, width and height in feet, and the principal material of its walls and of its roof, the route proposed to be followed and the mode of transportation to be used, together with applicant's experience in such work. The permit may direct what streets shall be used.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 57 -HOUSE MOVING-

...2. **APPLICATION.** Application for permit hereunder shall be made to the ~~Finance~~
~~Department~~ City Clerk and shall state the location of the building to be moved, its length, width
and height in feet, and the principal material of its walls and of its roof, the route proposed to be
followed and the mode of transportation to be used, together with applicant's experience in such
work. The permit may direct what streets shall be used.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
-CHAPTER 58-
- SECONDHAND STORES, AUCTION HOUSES
AND RUMMAGE ROOMS-

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

Section 1. That Chapter 58 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 4 so that Section 4, as so modified and amended, shall provide as follows:

...4. **APPLICATION.** Application for a license to operate an auction house, secondhand store or rummage room shall be made to the City Clerk and shall include such information as may be required to effect the provisions hereof. Such application shall be accompanied by the appropriate license fee required herein.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 58

- SECONDHAND STORES, AUCTION HOUSES AND RUMMAGE ROOMS-

...4. **APPLICATION.** Application for a license to operate an auction house, secondhand store or rummage room shall be made to the ~~Finance Department~~ City Clerk and shall include such information as may be required to effect the provisions hereof. Such application shall be accompanied by the appropriate license fee required herein.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
-CHAPTER 59-
-SIGN HANGERS-

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

Section 1. That Chapter 59 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 3 so that Section 3 as so modified and amended, shall provide as follows:

...3. **APPLICATION.** Application for license shall be made to the City Clerk.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 59
-SIGN HANGERS-

...3. **APPLICATION.** Application for license shall be made to the ~~Finance Department~~ City
Clerk.

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 62-
- RAFFLES-**

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

Section 1. That Chapter 62 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 2 and 3 so that Sections 2 and 3, as so modified and amended, shall provide as follows:

...2. **ISSUANCE OF LICENSES.** The City Clerk shall have the authority to issue licenses for raffles, as defined in the Act, subject to the limitations stated in Section 3 hereof.

...3. **APPLICATION FOR LICENSE.** Licenses for raffles shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational, veteran's or other bona fide not-for-profit organizations which are located within the corporate limits of the City of Decatur and which operate without profit to their members and which have been in existence continuously for a period of five years immediately before applying for such license and have during said period been engaged in carrying out their objects, or to a non-profit fundraising organization that the City Manager determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster or to any law enforcement agencies and Statewide associations that represent law enforcement officials. Application shall be made in writing, no fewer than ten days before the intended sale of raffle chances, on forms provided by the City Clerk. Each application shall contain the name and address of the applicant, the area in which winning chances in the raffle will be determined, the time period during which raffle chances will be sold or

issued, the time and manner and location of determining the winning chances, and such other information as the Department may require. Each application must contain a sworn statement attesting to the not-for-profit character of the applicant, signed by its presiding officer and secretary.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 62

-RAFFLES-

...2. **ISSUANCE OF LICENSES.** The ~~Finance Department~~ City Clerk shall have the authority to issue licenses for raffles, as defined in the Act, subject to the limitations stated in Section 3 hereof.

...3. **APPLICATION FOR LICENSE.** Licenses for raffles shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational, veteran's or other bona fide not-for-profit organizations which are located within the corporate limits of the City of Decatur and which operate without profit to their members and which have been in existence continuously for a period of five years immediately before applying for such license and have during said period been engaged in carrying out their objects, or to a non-profit fundraising organization that the City Manager determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster or to any law enforcement agencies and Statewide associations that represent law enforcement officials. Application shall be made in writing, no fewer than ten days before the intended sale of raffle chances, on forms provided by the ~~Finance Department~~ City Clerk. Each application shall contain the name and address of the applicant, the area in which winning chances in the raffle will be determined, the time period during which raffle chances will be sold or issued, the time and manner and location of determining the winning chances, and such other information as the Department may require. Each application must contain a sworn statement attesting to the not-for-profit character of the applicant, signed by its presiding officer and secretary.

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 63-
- MOBILE HOME PARKS-**

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

Section 1. That Chapter 63 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 8 and 9 so that Sections 8 and 9, as so modified and amended, shall provide as follows:

...8. **APPLICATION FOR LICENSE.** Application for an original license shall be made to the City Clerk and shall consist of the following:

(a) The name and address of the applicant or applicants, and the names and addresses of all partners, if the applicant is a partnership, and the names and addresses of all officers and directors, if the applicant is a corporation;

(b) The legal description and common address, if any, of the tract of land upon which it is proposed to operate and maintain a mobile home park;

(c) As-built plans of the proposed mobile home park in conformance with the requirements of Section 17 hereof as certified by a Registered Professional Engineer and the Building Inspections Manager, together with copies of the site plan and the site improvement bond submitted in conformance with the provisions of Section 13 hereof for those portions of said park, if any, remaining unimproved or uncompleted at the time of application.

(d) The annual license fee required by the provisions hereof;

(e) An affidavit of the applicant or applicants, as the case may be, as to the truth of the matters contained in the application.

...9. **RENEWAL OR TRANSFER.** Application for a renewal or a transfer of a license shall be made to the City Clerk and shall consist of that which is required under Sections 8 (a), (b), (d) and (e) hereof, together with a certification by the Building Inspections Manager that said mobile home park is in conformance with the provisions of Section 17 hereof, provided that an application for a transfer of license shall be accompanied by the license transfer fee required by the provisions hereof and not the annual license fee.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 63 -MOBILE HOME PARKS-

...8. **APPLICATION FOR LICENSE.** Application for an original license shall be made to the ~~Finance Department~~ City Clerk and shall consist of the following:

(a) The name and address of the applicant or applicants, and the names and addresses of all partners, if the applicant is a partnership, and the names and addresses of all officers and directors, if the applicant is a corporation;

(b) The legal description and common address, if any, of the tract of land upon which it is proposed to operate and maintain a mobile home park;

(c) As-built plans of the proposed mobile home park in conformance with the requirements of Section 17 hereof as certified by a Registered Professional Engineer and the Building Inspections Manager, together with copies of the site plan and the site improvement bond submitted in conformance with the provisions of Section 13 hereof for those portions of said park, if any, remaining unimproved or uncompleted at the time of application.

(d) The annual license fee required by the provisions hereof;

(e) An affidavit of the applicant or applicants, as the case may be, as to the truth of the matters contained in the application.

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

...9. **RENEWAL OR TRANSFER.** Application for a renewal or a transfer of a license shall be made to the ~~Finance Department~~ City Clerk and shall consist of that which is required under Sections 8 (a), (b), (d) and (e) hereof, together with a certification by the Building

Inspections Manager that said mobile home park is in conformance with the provisions of Section 17 hereof, provided that an application for a transfer of license shall be accompanied by the license transfer fee required by the provisions hereof and not the annual license fee.

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 66-
- REGULATION OF LAKE DECATUR-**

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

Section 1. That Chapter 66 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 26 so that Section 26, as so modified and amended, shall provide as follows:

...26. REGULATIONS FOR BLINDS.

A. Construction of a blind shall be completed by opening day of the first Fall Central Zone waterfowl season as established by the Illinois Department of Natural Resources.

B. Any blind site not registered and with payment received by the City Clerk on opening day of the first Fall Central Zone waterfowl season of that year is hereby declared open and available for registration by another person.

C. Any and all material left on an unregistered blind site becomes the property of the City of Decatur to be removed and disposed of at the expense of the last registered owner.

D. A blind permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation concerning blinds or hunting duly established hereunder or any other hunting ordinance or statute the violation of which occurred on or adjacent to Lake Decatur.

E. When a permit for a blind has been revoked, no permit shall be issued to the former permit holder for a period of one (1) year thereafter.

F. Any permit may in the discretion of the Lake Supervisor or designee be revoked, terminated or temporarily suspended as deemed necessary for the public good or safety.

G. A City-furnished permit number plate shall be displayed on the front of the blind when unoccupied; the permit holder shall affix thereto a decal or sticker evidencing payment of the permit fee for the then current year.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 66 **-REGULATION OF LAKE DECATUR-**

...26. REGULATIONS FOR BLINDS.

A. Construction of a blind shall be completed by opening day of the first Fall Central Zone waterfowl season as established by the Illinois Department of Natural Resources.

B. Any blind site not registered and with payment received by the ~~Finance Department~~ City Clerk on opening day of the first Fall Central Zone waterfowl season of that year is hereby declared open and available for registration by another person.

C. Any and all material left on an unregistered blind site becomes the property of the City of Decatur to be removed and disposed of at the expense of the last registered owner.

D. A blind permit may be revoked upon conviction of the permit holder of a violation of any rule or regulation concerning blinds or hunting duly established hereunder or any other hunting ordinance or statute the violation of which occurred on or adjacent to Lake Decatur.

E. When a permit for a blind has been revoked, no permit shall be issued to the former permit holder for a period of one (1) year thereafter.

F. Any permit may in the discretion of the Lake Supervisor or designee be revoked, terminated or temporarily suspended as deemed necessary for the public good or safety.

G. A City-furnished permit number plate shall be displayed on the front of the blind when unoccupied; the permit holder shall affix thereto a decal or sticker evidencing payment of the permit fee for the then current year.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
-CHAPTER 66.1-
- REGULATION OF LAKE DECATUR BOATING-

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

Section 1. That Chapter 66.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 14 so that Section 14, as so modified and amended, shall provide as follows:

...14. **ICE BOATING.**

A. No person shall operate or use any ice boat upon the ice of Lake Decatur unless such boat is permitted therefor. Applications for such permits shall be made to the City Clerk. No permit for any ice boat shall be issued unless and until the owner of such boat agrees to indemnify and hold harmless the City from and against all causes of action arising out of the operation of said boat upon the Lake, in a form to be approved by the Corporation Counsel. Such permits shall be effective from December 1 through the last day of February of the succeeding year. The fee for such permit shall be Fifty Dollars (\$50.00).

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 66.1

-REGULATION OF LAKE DECATUR BOATING-

...14. ICE BOATING.

A. No person shall operate or use any ice boat upon the ice of Lake Decatur unless such boat is permitted therefor. Applications for such permits shall be made to the ~~Finance Department~~ City Clerk. No permit for any ice boat shall be issued unless and until the owner of such boat agrees to indemnify and hold harmless the City from and against all causes of action arising out of the operation of said boat upon the Lake, in a form to be approved by the Corporation Counsel. Such permits shall be effective from December 1 through the last day of February of the succeeding year. The fee for such permit shall be Fifty Dollars (\$50.00).

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 66.2-
-REGULATION OF LAKE DECATUR DOCKS-**

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

Section 1. That Chapter 66.2 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 2 so that Section 2, as so modified and amended, shall provide as follows:

...2. **DOCKS.** Docks may be constructed upon Lake Decatur under the following conditions only:

A. No dock shall be placed, constructed, operated or maintained in or on the Lake without a permit issued by the Lake Supervisor or designee and a permit issued by the City Clerk. City of Decatur building permits and approvals are also required for permanent structures. Final inspection and approval must be obtained from the Lake Supervisor or designee before the dock may be placed in use. Where utility easements, utility structures or government agency property exists which might conflict with construction of a dock, no permit will be issued until written permission has been obtained for the proposed construction from the appropriate utility or government agency. (Amended, Ordinance 2023-09, February 21, 2023)

B. Abutting property owners in Dock Shore Line Zone 3 and property owners in Dock Shore Line Zone 3 that are directly across a public roadway from the Lake may be entitled to a dock permit in accordance with the regulations set forth in this Chapter.

C. No dock shall be constructed immediately in front of another owner's private property; provided that, owners of property abutting the Lake may grant up to two (2) easements appurtenant to owners of property lying within 1,200 feet of the shoreline of the Lake, as the same exists at

high water mark, for purposes of dock construction and maintenance, and ingress and egress therefrom and thereto, and such grantees of said easements, and their heirs, successors and assigns, may be issued a permit for, and may construct and maintain, a dock on said abutting property, for personal use. Not more than one such docks belonging to grantees of easements, as described herein, or their heirs, successors or assigns, may be constructed on abutting property. (Amended, Ordinance 2023-09, February 21, 2023)

D. Each dock shall be securely attached to the shore line and shall be of a type of construction, of such size, length and materials as may be approved by the Lake Supervisor or designee. New docks permitted after December 31, 2022 shall have a length not to exceed 35 linear feet as measured from the high-water mark and a width not to exceed 15 linear feet. In bays or channels less than 100 linear feet across, no new dock built after December 31, 2022 shall extend greater than one-fourth of the distance across the bay or channel. In Dock Shore Line Zones 1 and 2, the City may authorize dock length or width dimension variances. (Amended, Ordinance 2023-09, February 21, 2023)

E. The dock must at all times be kept in a good state of repair.

F. Temporary docks shall be removed from the lake on or before November 15 of each year and not replaced before March 15 of each year unless such dock is approved as a permanent dock by the Lake Supervisor or designee. Temporary docks adjacent to Dock Shore Line Zones 1 and 2 must be installed no later than May 15 of each year.

G. The owner of any dock shall permit no swimming of children under the age of 16 years from the dock unless an adult who is an expert swimmer is present. No person shall swim from any dock without the owner's consent. There shall be no swimming from such dock beyond 50 feet from shore. Swimming, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

H. The location, construction, operation or maintenance of a dock anywhere in or on the Lake is a revocable license privilege.

I. Any dock located, constructed, operated or maintained in violation of the provisions of this Section, or the rules or regulations promulgated thereunder, shall be removed from the Lake upon notice to remove by a date certain from the Lake Supervisor or designee. (Amended, Ordinance 2023-09, February 21, 2023)

J. If a dock is not removed on the date herein set forth or when requested by the Lake Supervisor or designee, the same may be removed by the City and expense thereof charged to the permit holder as per Section 2 (P).

K. A City furnished permit number plate shall be displayed at the Lake end and at the shore end of each dock, and on the plate at the Lake end a decal or sticker evidencing payment of the permit fee for the then current year shall be affixed.

L. Application for an initial permit or for annual renewal of a permit shall be filed with the City Clerk upon forms provided by the City requiring such information as shall be deemed reasonably necessary or desirable to aid in the administration of the provisions of this Chapter and which application shall be accompanied by the payment of the appropriate annual fees as follows:

Effective
: March 1, 2022

Dock Shore Line
Zone 1:

For each front foot of shore line	\$10.50
plus for the first boat space	\$136.00
plus for each boat space above one	\$171.00

Dock Shore Line

Zone 2:

For each front foot of shore line	\$9.50
plus for the first boat space	\$136.00
plus for each boat space above one	\$160.50

Dock Shore Line

Zone 3:	\$69.00
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In Dock Shore Line Zones 1 and 2, the minimum front foot charge is for twelve feet of shore line; and, if the application is for an initial permit, not a renewal, a fee of \$57.50, effective March 1, 2022, shall accompany payment of the annual fee. In Dock Shore Line Zone 3, if a dock, or the adjacent real property permitted as the physical location of the dock, is not inside the corporate limits of the City, the initial or annual permit fees shall be two times the fees for docks of the same classification situated within the corporate limits.

M. In Dock Shore Line Zones 1 and 2 permits will be issued for docks only to the extent that space is available in the judgment of Lake Supervisor or designee with preference being given to multiple boat installations and in Dock Shore Line Zone 3 permits will be issued only to persons owning property abutting the Lake for docks located at such abutting property, except as provided in subsections B. and N. Docks owned or operated by government agencies are exempt from permit fees. Docks contractually authorized by the City Council to other parties may include permit fees that supersede this Chapter. (Amended, Ordinance 2023-09, February 21, 2023)

N. Where sufficient room is available at locations other than those adjacent to privately owned premises, permits may be issued to groups or clubs, applications for which, whether initial or annual renewal, shall be accompanied by a list of the names of those officers and members thereof, their respective home addresses, email address, a telephone number for each, the license

number of each boat to be operated from such dock, and location of each boat at the dock.
(Amended, Ordinance 2023-09, February 21, 2023)

Group or club boat dock permits issued for locations adjacent to privately owned premises in Dock Shore Line Zone 3, and issued prior to February 28, 1997, may be renewed, but only if the number of boat spaces does not exceed the number of such spaces permitted in 1996. Except as expressly authorized hereby, no other permits for groups or clubs may be issued.

O. The applicant in each application must agree to indemnify and to hold the City harmless for any and all liability for damages to person or property for which it may be held liable by reason of the maintenance or operation of a permitted dock on the lake.

P. If any dock is physically retrieved, recovered or removed from the Lake by the City, the owner thereof shall pay a charge of One Hundred Dollars (\$100.00) along with a sum equal to the cost of labor, material and equipment use to the City connected with such action in excess of One Hundred Dollars (\$100.00) and with a charge of Twenty Five Dollars (\$25.00) for each day or part thereof in which the same is in the custody of the City which custody shall be at the risk of the owner thereof. (Amended, Ordinance 2023-09, February 21, 2023)

Q. No boat shall be moored in the Lake unless it is moored within fifty (50) feet of the shore line, and a dock permit endorsed to authorize such mooring is obtained.

R. In Dock Shore Line Zones 1 and 2 only owners of boats registered with the City for operation on the Lake shall be eligible for permits and as to multiple boat dock permits shall be issued only when such boat registration is shown for each boat space thereon.

S. No boat shall be docked at a dock without permission of the permit holder thereof.

T. Permit holders shall not loan the use of the permitted dock in Dock Shore Line Zones 1 and 2 or space thereon or lease, sublease or rent the same, except temporarily for short spaces of

time with permission of the Lake Supervisor or designee and without payment of any fee or charge for the same.

U. All docks in Dock Shore Line Zones 1 and 2 and those in Dock Shore Line Zone 3 located under the provisions of subsections M. and N. shall be furnished with a gate suitable to limit entry to such dock when closed, and which gate shall be closed and locked except during use by an authorized user.

V. In Dock Shore Line Zones 1 and 2, the terms of the annual dock permits include the City's right to limit access, limit use, and allow other organizations the temporary use of the dock for the purpose of conducting public events on and adjacent to Lake Decatur.

W. No dock shall be used as living quarters or a place of residence. (Amended, Ordinance 2023-09, February 21, 2023)

X. In unincorporated areas of Dock Shore Line Zone 3, applications for initial or new dock permits shall not be allowed unless the unincorporated property abutting or adjacent to the proposed dock is annexed into the City, unless the City Manager or designee, determines in writing that the unincorporated property does not require annexation. (Amended, Ordinance 2023-09, February 21, 2023)

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 66.2 -REGULATION OF LAKE DECATUR DOCKS-

...2. **DOCKS.** Docks may be constructed upon Lake Decatur under the following conditions only:

A. No dock shall be placed, constructed, operated or maintained in or on the Lake without a permit issued by the Lake Supervisor or designee and a permit issued by the ~~Finance Department~~ City Clerk. City of Decatur building permits and approvals are also required for permanent structures. Final inspection and approval must be obtained from the Lake Supervisor or designee before the dock may be placed in use. Where utility easements, utility structures or government agency property exists which might conflict with construction of a dock, no permit will be issued until written permission has been obtained for the proposed construction from the appropriate utility or government agency. (Amended, Ordinance 2023-09, February 21, 2023)

B. Abutting property owners in Dock Shore Line Zone 3 and property owners in Dock Shore Line Zone 3 that are directly across a public roadway from the Lake may be entitled to a dock permit in accordance with the regulations set forth in this Chapter.

C. No dock shall be constructed immediately in front of another owner's private property; provided that, owners of property abutting the Lake may grant up to two (2) easements appurtenant to owners of property lying within 1,200 feet of the shoreline of the Lake, as the same exists at high water mark, for purposes of dock construction and maintenance, and ingress and egress therefrom and thereto, and such grantees of said easements, and their heirs, successors and assigns, may be issued a permit for, and may construct and maintain, a dock on said abutting property, for personal use. Not more than one such docks belonging to grantees of easements, as described

herein, or their heirs, successors or assigns, may be constructed on abutting property. (Amended, Ordinance 2023-09, February 21, 2023)

D. Each dock shall be securely attached to the shore line and shall be of a type of construction, of such size, length and materials as may be approved by the Lake Supervisor or designee. New docks permitted after December 31, 2022 shall have a length not to exceed 35 linear feet as measured from the high-water mark and a width not to exceed 15 linear feet. In bays or channels less than 100 linear feet across, no new dock built after December 31, 2022 shall extend greater than one-fourth of the distance across the bay or channel. In Dock Shore Line Zones 1 and 2, the City may authorize dock length or width dimension variances. (Amended, Ordinance 2023-09, February 21, 2023)

E. The dock must at all times be kept in a good state of repair.

F. Temporary docks shall be removed from the lake on or before November 15 of each year and not replaced before March 15 of each year unless such dock is approved as a permanent dock by the Lake Supervisor or designee. Temporary docks adjacent to Dock Shore Line Zones 1 and 2 must be installed no later than May 15 of each year.

G. The owner of any dock shall permit no swimming of children under the age of 16 years from the dock unless an adult who is an expert swimmer is present. No person shall swim from any dock without the owner's consent. There shall be no swimming from such dock beyond 50 feet from shore. Swimming, under all provisions of this Section, is prohibited from one-half hour after sunset to one-half hour before sunrise.

H. The location, construction, operation or maintenance of a dock anywhere in or on the Lake is a revocable license privilege.

I. Any dock located, constructed, operated or maintained in violation of the provisions of this Section, or the rules or regulations promulgated thereunder, shall be removed from the Lake

upon notice to remove by a date certain from the Lake Supervisor or designee. (Amended, Ordinance 2023-09, February 21, 2023)

J. If a dock is not removed on the date herein set forth or when requested by the Lake Supervisor or designee, the same may be removed by the City and expense thereof charged to the permit holder as per Section 2 (P).

K. A City furnished permit number plate shall be displayed at the Lake end and at the shore end of each dock, and on the plate at the Lake end a decal or sticker evidencing payment of the permit fee for the then current year shall be affixed.

L. Application for an initial permit or for annual renewal of a permit shall be filed with the ~~Finance Department~~ City Clerk upon forms provided by the City requiring such information as shall be deemed reasonably necessary or desirable to aid in the administration of the provisions of this Chapter and which application shall be accompanied by the payment of the appropriate annual fees as follows:

Effective
: March 1, 2022

Dock Shore Line
Zone 1:

For each front foot of shore line	\$10.50
plus for the first boat space	\$136.00
plus for each boat space above one	\$171.00

Dock Shore Line
Zone 2:

For each front foot of shore line	\$9.50
plus for the first boat space	\$136.00
plus for each boat space above one	\$160.50

Dock Shore Line

Zone 3: \$69.00

In Dock Shore Line Zones 1 and 2, the minimum front foot charge is for twelve feet of shore line; and, if the application is for an initial permit, not a renewal, a fee of \$57.50, effective March 1, 2022, shall accompany payment of the annual fee. In Dock Shore Line Zone 3, if a dock, or the adjacent real property permitted as the physical location of the dock, is not inside the corporate limits of the City, the initial or annual permit fees shall be two times the fees for docks of the same classification situated within the corporate limits.

M. In Dock Shore Line Zones 1 and 2 permits will be issued for docks only to the extent that space is available in the judgment of Lake Supervisor or designee with preference being given to multiple boat installations and in Dock Shore Line Zone 3 permits will be issued only to persons owning property abutting the Lake for docks located at such abutting property, except as provided in subsections B. and N. Docks owned or operated by government agencies are exempt from permit fees. Docks contractually authorized by the City Council to other parties may include permit fees that supersede this Chapter. (Amended, Ordinance 2023-09, February 21, 2023)

N. Where sufficient room is available at locations other than those adjacent to privately owned premises, permits may be issued to groups or clubs, applications for which, whether initial or annual renewal, shall be accompanied by a list of the names of those officers and members thereof, their respective home addresses, email address, a telephone number for each, the license number of each boat to be operated from such dock, and location of each boat at the dock. (Amended, Ordinance 2023-09, February 21, 2023)

Group or club boat dock permits issued for locations adjacent to privately owned premises in Dock Shore Line Zone 3, and issued prior to February 28, 1997, may be renewed, but only if the number of boat spaces does not exceed the number of such spaces permitted in 1996. Except as expressly authorized hereby, no other permits for groups or clubs may be issued.

O. The applicant in each application must agree to indemnify and to hold the City harmless for any and all liability for damages to person or property for which it may be held liable by reason of the maintenance or operation of a permitted dock on the lake.

P. If any dock is physically retrieved, recovered or removed from the Lake by the City, the owner thereof shall pay a charge of One Hundred Dollars (\$100.00) along with a sum equal to the cost of labor, material and equipment use to the City connected with such action in excess of One Hundred Dollars (\$100.00) and with a charge of Twenty Five Dollars (\$25.00) for each day or part thereof in which the same is in the custody of the City which custody shall be at the risk of the owner thereof. (Amended, Ordinance 2023-09, February 21, 2023)

Q. No boat shall be moored in the Lake unless it is moored within fifty (50) feet of the shore line, and a dock permit endorsed to authorize such mooring is obtained.

R. In Dock Shore Line Zones 1 and 2 only owners of boats registered with the City for operation on the Lake shall be eligible for permits and as to multiple boat dock permits shall be issued only when such boat registration is shown for each boat space thereon.

S. No boat shall be docked at a dock without permission of the permit holder thereof.

T. Permit holders shall not loan the use of the permitted dock in Dock Shore Line Zones 1 and 2 or space thereon or lease, sublease or rent the same, except temporarily for short spaces of time with permission of the Lake Supervisor or designee and without payment of any fee or charge for the same.

U. All docks in Dock Shore Line Zones 1 and 2 and those in Dock Shore Line Zone 3 located under the provisions of subsections M. and N. shall be furnished with a gate suitable to limit entry to such dock when closed, and which gate shall be closed and locked except during use by an authorized user.

V. In Dock Shore Line Zones 1 and 2, the terms of the annual dock permits include the City's right to limit access, limit use, and allow other organizations the temporary use of the dock for the purpose of conducting public events on and adjacent to Lake Decatur.

W. No dock shall be used as living quarters or a place of residence. (Amended, Ordinance 2023-09, February 21, 2023)

X. In unincorporated areas of Dock Shore Line Zone 3, applications for initial or new dock permits shall not be allowed unless the unincorporated property abutting or adjacent to the proposed dock is annexed into the City, unless the City Manager or designee, determines in writing that the unincorporated property does not require annexation. (Amended, Ordinance 2023-09, February 21, 2023)

Council Memo
Public Works Department
No. 2025-18

DATE: 2/18/2025

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed & Lake Manager
Kelly Harrison, Procurement Officer

SUBJECT:
Resolution Accepting the Bid Price of S&R Marine and Equipment Inc., for the Purchase of One (1) SeaArk Patrol Boat, Trailer and Accessories

SUMMARY RECOMMENDATION: It is recommended that the City Council adopt a resolution awarding a contract in the amount of \$55,732.59 to S&R Marine and Equipment Inc., for the purchase of (1) 2024-2025 SeaArk VFX 2072 Deluxe Patrol Boat, Trailer and Accessories.

BACKGROUND:

The water utility, managed by the Water Production Division of the Public Works Department, is responsible for maintaining and operating Lake Decatur for the benefit of the community. Three patrol boats are required to ensure that the Lake Patrol is able to respond at all times to incidents on the Lake. Over the past two years, the City has been replacing a set of three boats originally purchased in the 1980s era, one boat each year. This is the last boat to be replaced.

Bids for boat replacement were received by the Purchasing Division on January 30, 2025. Three competitive bids were received and S&R Marine and Equipment Inc. was the lowest bidder. Exhibit A to the resolution provides a tabulation of bids received.

LEGAL REVIEW: This action involves no documents requiring legal review.

PRIOR COUNCIL ACTION:

March 18, 2024: The City Council approved the purchase of a similar boat, trailer and accessories. The price was \$52,784.25.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES:

None.

STAFF REFERENCE: Matt Newell, Public Works Director; Robert Weil, Water Production Manager; Jennifer Gunter, Watershed and Lake Manager; and Kelly Harrison, Procurement Officer.

BUDGET/TIME IMPLICATIONS: Funding for this purchase is included in the 2025 Lake Services

Operating Budget. Completing the boat replacement program will reduce maintenance and equipment downtime.

ATTACHMENTS:

1. 2025-18 Resolution Purchasing of Lake Patrol Boats

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF S&R MARINE AND
EQUIPMENT INC. FOR THE PURCHASE OF ONE (1) SEAARK PATROL BOAT,
TRAILER AND ACCESSORIES**

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

Section 1. That the tabulation of bids received for one (1) 2024-2025 SeaArk VFX 2072 deluxe patrol boat, trailer, and accessories presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of S&R Marine and Equipment Inc., in the amount of \$55,732.59, be accepted and a purchase order be awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and S&R Marine and Equipment Inc., for their bid price of \$55,732.59.

PRESENTED and ADOPTED this 18th day of February 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Project Name: PUR2025-01 Lake Patrol Boat, Trailer, & Accessories Bid Date: January 30, 2025 Time: 10:00 a.m.				S&R Marine Beardstown, IL		VC Marine Granite City, IL		B&R Maine, LLC Pana, IL	
	Description	QTY.	Unit	Year	Total	Year	Total	Year	Total
	2024-2025 SeaArk VFX 2072 Deluxe Smoked Quartz	1	ea	2025	\$31,011.00	2025	\$32,723.00	2025	\$37,257.00
	2024-2025 Mercury 150 XL Pro XS Four Stroke Motor	1	ea	2025	\$12,299.60	2025	\$13,747.00	2025	\$13,764.00
	Enforcement Package	1	ea	2025	\$3,712.00	2025	\$3,607.00	2025	\$3,831.00
	Hummingbird Helix 12 CHIRP MEGA SI plus GPS G4N	1	ea	2025	\$2,699.99	2025	\$2,699.99	2025	\$2,945.00
	2024-2025 Marine Master Tandem Axel Trailer w/ Deluxe Pkg.	1	ea	2025	\$6,010.00	2025	\$5,502.00	2025	\$6,635.00

TOTAL

\$55,732.59

\$58,278.99

\$64,432.00

Estimated Delivery Date

120 days

4/30/2025

5/15/2025 or
12 weeks post order

**Council Memo
Public Works Department
No. 2025-19**

DATE: 2/18/2025

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed & Lake Manager
Kelly Harrison, Procurement Officer

SUBJECT:

Resolution Accepting the Bid Price of AHW LLC for the Purchase of One (1) 2025 John Deere 1570 Mower

SUMMARY RECOMMENDATION: It is recommended that the City Council adopt the resolution awarding a contract in the amount of \$30,629.00 to AHW LLC for the purchase of (1) 2025 John Deere 1570 Terrain Cut Front Mower with 72" Fastback Rear Discharge Deck.

BACKGROUND:

The water utility, managed by the Water Production Division of the Public Works Department, is responsible for maintaining and operating Lake Decatur for the benefit of the community. This includes managing the many city-owned properties adjacent to the lake, as well as other remote sites such as the Water Mine and the Oakley Sediment Basin. Many of these sites (70%) have steep slopes and the current mower is not designed for that type of mowing.

A side-by-side off road utility vehicle was budgeted for the coming year; however, it was determined that a mower replacement was a higher priority. Lake staff recommended the procurement of a four-wheel drive mower designed to mow steep areas which are common around the lake and other properties they maintain. The two units were of comparable cost.

The Purchasing Division received bids for the specified mower on January 27, 2025. Two bids were received, and AHW LLC was the lowest bidder. Exhibit A of the resolution provides the bid tabulation.

LEGAL REVIEW: This action involves no documents requiring legal review.

PRIOR COUNCIL ACTION:

There have been no mower replacements for Lake Maintenance in recent memory.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES:

None.

STAFF REFERENCE: Matt Newell, Public Works Director; Robert Weil, Water Production Manager;

Jennifer Gunter, Lake and Watershed Manager; and Kelly Harrison, Procurement Officer

BUDGET/TIME IMPLICATIONS: Funding for this purchase are included in the 2025 Lake Services Operating Budget. The replacement mower will reduce maintenance costs and better manage risks.

ATTACHMENTS:

1. 2025-19 Resolution Purchasing 1570 John Deere Mower

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF AHW LLC FOR THE
PURCHASE OF ONE (1) 2025 JOHN DEERE 1570 MOWER**

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

Section 1. That the tabulation of bids received for one (1) 2025 John Deere 1570 Terrain Cut Front Mower with 72” Fastback Rear Discharge Deck presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of AHW LLC in the amount of \$30,629.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and AHW LLC, for their bid price of \$30,629.00.

PRESENTED and ADOPTED this 18th day of February 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Project Name: John Deere Mower for Lake Bid Date: 1/27/2025 Time: 4:00 p.m.				AHW LLC Monticello, IL		Sloan Implement Assumption, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	2025 John Deere 1570 Terrain Cut Front Mower w/standard 23x10.5-12 Drive Wheels	1	ea	\$25,526.00	\$25,526.00	\$28,290.00	\$28,290.00
	On Demand 4WD (Optional)			Included	Included	Included	Included
	72" Fastback Rear Discharge Deck (Optional)			\$4,978.00	\$4,978.00	\$5,420.00	\$5,420.00

TOTAL

\$30,629.00

\$33,710.00

AHW LLC - Estimated Delivery Date: Would need to be ordered. Currently showing end of July.

Sloan Implement - Estimated Delivery Date: One in stock 2/27/2025. If ordered, July 23, 2025

**Council Memo
Public Works Department
No. 2025-20**

DATE: 2/18/2025

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works

SUBJECT:
Ordinance Annexing Territory –3444 North Taylor Avenue

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3444 North Taylor Avenue be approved.

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

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2025-20 Ordinance Annexing Territory 3444 North Taylor Avenue

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3444 NORTH TAYLOR AVENUE**

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

LOT ONE HUNDRED EIGHTY-THREE (183) OF WILSONDALE, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-TWO (32) TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M. AS PER PLAT RECORDED IN BOOK 536, PAGE 18 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-33-254-001

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Preston Potter

Jessica Potter

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3444 North Taylor Avenue, and legally described as follows:

LOT ONE HUNDRED EIGHTY-THREE (183) OF WILSONDALE, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-TWO (32) TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M. AS PER PLAT RECORDED IN BOOK 536, PAGE 18 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

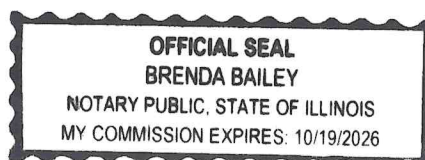
PIN # 07-07-33-254-001

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

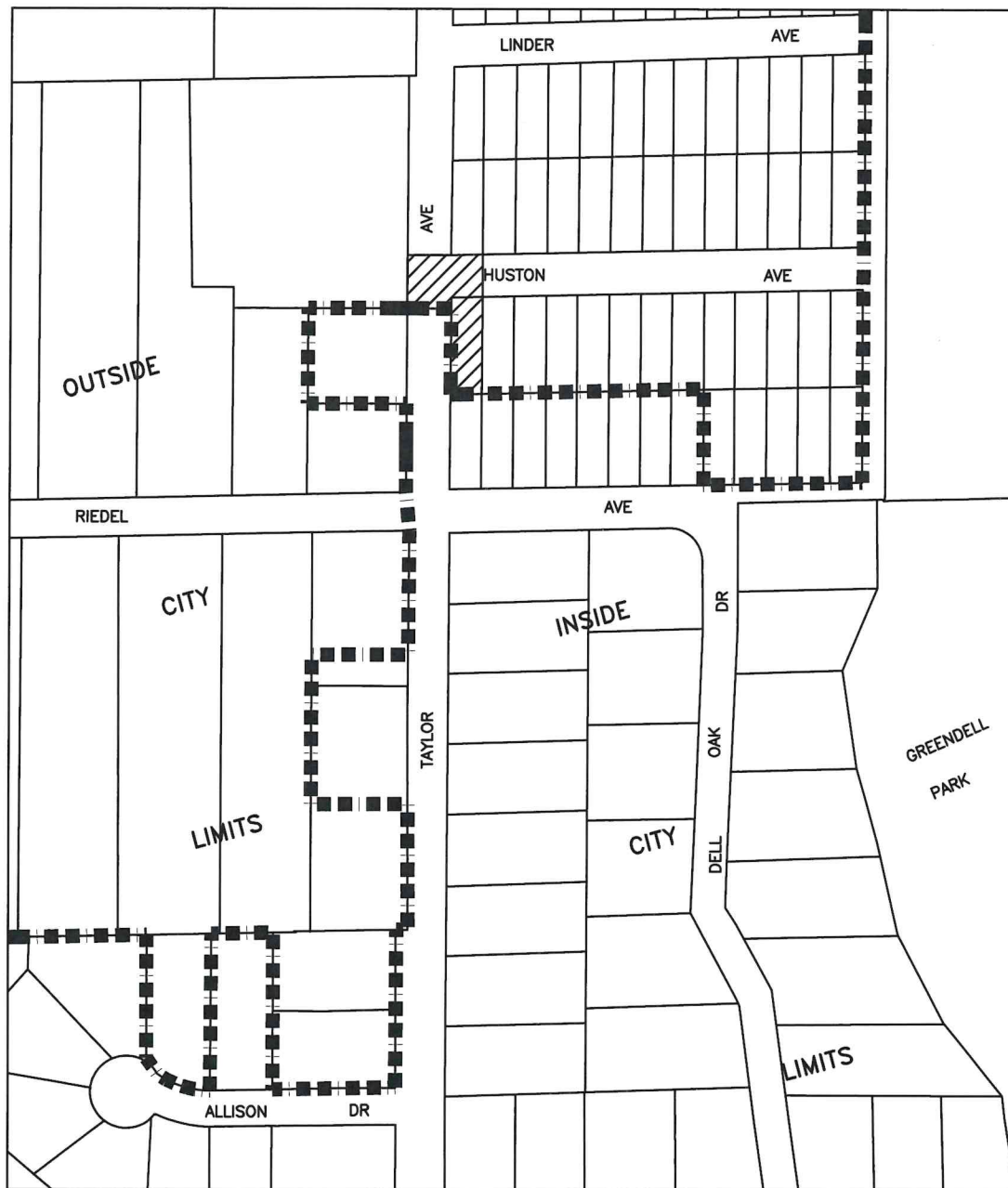
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Jessica R Potter</u>	<u>Jessica Potter</u>	<u>3444 N Taylor Ave Decatur IL</u>
<u>Preston Potter</u>	<u>Preston Potter</u>	<u>3444 N Taylor Ave Decatur IL</u>

Signed and sworn to before me this 20 day of January, 2025

Brenda Bailey
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3444 N TAYLOR AVENUE



indicates territory annexed



indicates existing corporate limits

0.14± acres

AREA 0.00022± sq. miles

150± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

**Council Memo
Public Works Department
No. 2025-17**

DATE: 2/18/2025

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works

SUBJECT:
Resolution Authorizing an Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the City's continuing membership in the Illinois Public Works Mutual Aid Network Agreement (IPWMAN).

BACKGROUND:

The City has been a member of IPWMAN since its inception in January 2009. Past Public Works Director, Rick Marley was the organization's first president and the City of Decatur was a founding member organization. IPWMAN provides a formalized system for government agencies to enter into a written mutual aid agreement to provide and receive emergency assistance in the event of natural or man-made disasters or other situations that require action or attention beyond the normal capabilities of an agency.

There are currently 495 member agencies throughout the State consisting of counties, cities, villages, and townships. Macon County members include, the City of Decatur, Village of Forsyth, Village of Harristown, and Macon County. IPWMAN requested that a new agreement be executed by each organization. A memorandum from the Executive Director is attached describing changes from the original agreement. All have been reviewed and approved by the Corporation Counsel.

LEGAL REVIEW: The agreement was approved by the Corporation Counsel.

PRIOR COUNCIL ACTION:

December 15, 2008 – The City Council approved Resolution R2008-244 authorizing participation in the Illinois Public Works Mutual Aid Network

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

IPWMAN

STAFF REFERENCE: Matt Newell, Public Works Director. 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: Membership dues are \$500 per year and are included in the current budget.

Staffing Impact: Staff time is allocated as needed for mutual aid assistance.

ATTACHMENTS:

1. 2025-17 Resolution Authorizing an Intergovernmental Agreement Providing Membership in IPWMAN
2. 2025-17 Attachment-Intergovernmental Agreement Revisions
3. 2025-17 Attachment-IPWMAN Frequently Asked Questions

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR MEMBERSHIP IN THE ILLINOIS PUBLIC WORKS MUTUAL
AID NETWORK AGREEMENT**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A, regarding participation and membership in the Illinois Public Works Mutual Aid Network, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and are hereby, authorized and directed to sign, seal and attest said Agreement between the city of Decatur, Illinois and the Illinois Public Works Mutual Aid Network.

PRESENTED and ADOPTED this 18th day of February 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter “Agreement”) is entered into by and among the City of Decatur (“Participating Agency”) and the other participating public agencies that have also executed this Agreement (collectively, the “Parties” and individually a “Party”).

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the “Illinois Public Works Mutual Aid Network (IPWMAN)”; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter “Act”) authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day- to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. “*AGENCY*” means any municipality, township road district, unit road district, county highway departments, publicly owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. “*AID AND ASSISTANCE*” includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. “*AUTHORIZED REPRESENTATIVE*” means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. “*BOARD OF DIRECTORS*” is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual AidNetwork.

E. “*BOARD MEMBER*” is a representative of the IPWMAN serving on the Board of Directors.

F. “*DISASTER*” means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

- G. “*IPWMAN*” is the acronym for the Illinois Public Works Mutual Aid Network.
- H. “*LOCAL EMERGENCY*” is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.
- I. “*GENERAL MUTUAL AID*” means aid and assistance provided during non-emergency conditions.
- J. “*MUTUAL AID RESOURCE LIST*” means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.
- K. “*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*” a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- L. “*PARTY*” means an Agency which has adopted and executed this Agreement.
- M. “*PERIOD OF ASSISTANCE*” means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.
- N. “*RESPONDING AGENCY*” means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- O. “*REQUESTING AGENCY*” means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

- A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party’s own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.
- B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.
- C. *AGREEMENT FOR THE BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by- laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURECES

The Board of Directors will promulgate and regularly update procedures for responding to the agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. The Board of Directors will promulgate and regularly update procedures for the Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance depart from the Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

The responding Agency may recall its aid and assistance at any time at its sole discretion. The responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - The Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e., FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - The Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - The Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no

such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond

shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests provided herein shall be deemed given as of the date the notices are deposited by First Class Mail addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION WAIVER XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECTUION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENTS OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this 18th day of February 2025.

For the Agency (Insert Name): City of Decatur

By: _____

Its: Mayor

Attest

By: _____

Its: City Clerk

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20_____.

By: _____

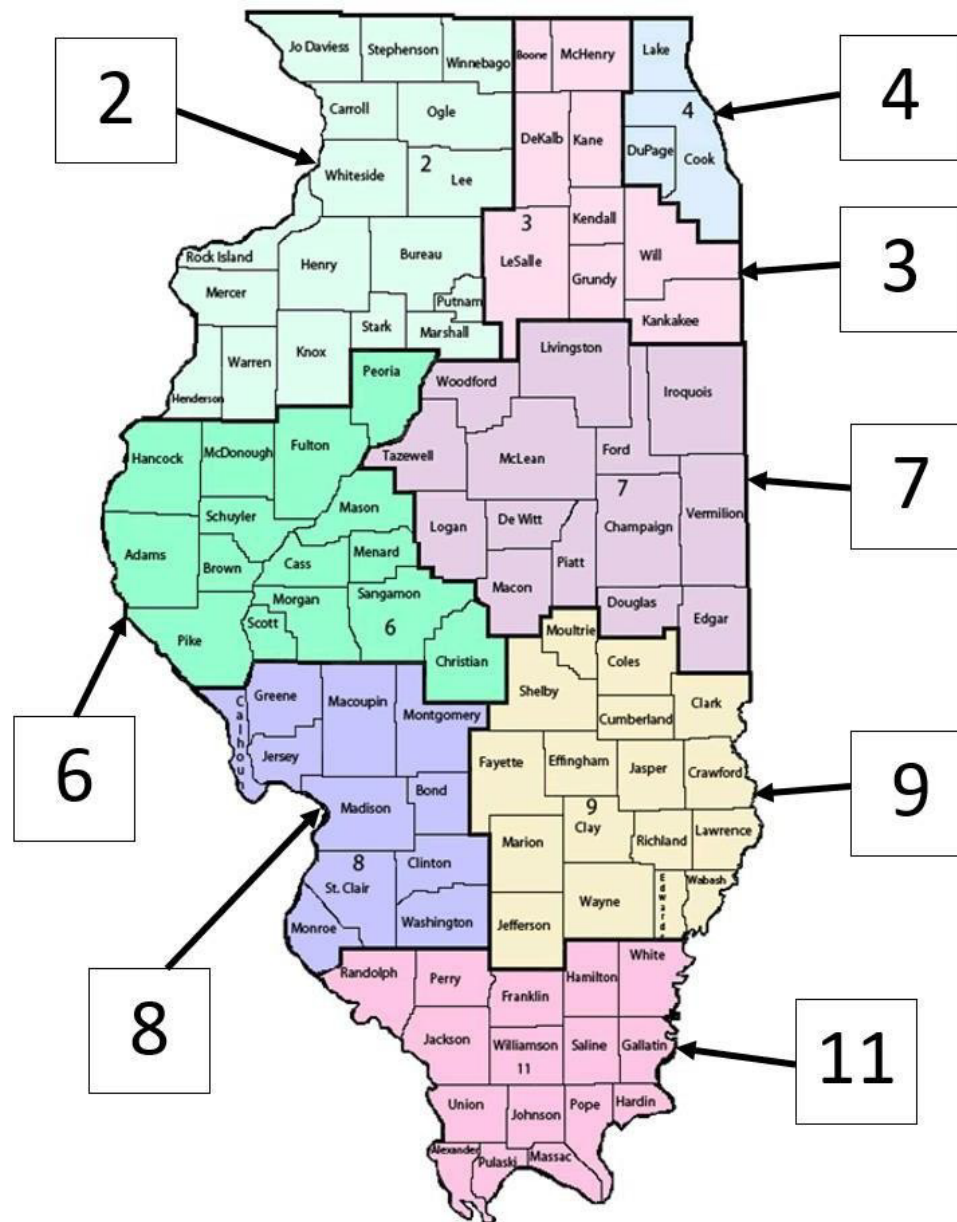
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

To: All Illinois Public Works Mutual Aid Network Member Agencies

From: Mark Doerfler, Executive Director and Karl Ottosen, Attorney

Date: October 24, 2024

Re: Revised Intergovernmental Agreement for Illinois Public Works Mutual Aid Network

At its August 8, 2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network, Inc. voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve. On October 23, 2024, the members approved the amendment of the agreement and by-laws.

There is no intent to change the day-to-day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes from the current agreement are:

1. Clarification that mutual aid is not just for emergencies. Currently members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.
2. The current by-laws provide for governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues related to asset ownership, liability and tort immunity. All assets of the IPWMAN will be held in the intergovernmental agency's name going forward.
3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. If at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

Enclosed are the proposed new intergovernmental agreement, by-laws and draft resolution and ordinance authorizing the agreement. Either a resolution or ordinance may be used to authorize the agreement, with each member to modify for its own use. However, no changes may be made to the intergovernmental agreement and by-laws. If there are any questions regarding the revised agreement, please contact Mr. Doerfler.

FREQUENTLY ASKED QUESTIONS

What is IPWMAN?

IPWMAN is a statewide mutual aid system that is available to all public works agencies. This system allows for mutual aid and support during natural or man-made disasters. The system operates by coordinating personnel and resources when needed for those who require assistance. IPWMAN is composed of hundreds of member agencies that are committed to working together during times of crisis. It is a reliable way for Illinois public works agencies to collaborate and help each other in times of need.

Who can belong to this organization?

This organization was formed to coordinate resources for local municipal public works departments, public water agencies, public wastewater agencies, township road districts, unit road districts, county highway departments, and any other governmental entity that performs a public works function.

Does my agency have the legal authority to become a member?

The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides the basic legal authority for units of local government to contract with other units of government. Please consult your agency's legal counsel for detailed legal advice.

What are the benefits of belonging to this organization?

Members of IPWMAN:

- Any government/public agency that provides functions of public works can be a member.
- The membership sets priorities and controls the organization through the Board of Directors, elected from and by member agencies.
- IPWMAN maintains an up-to-date and readily accessible listing of available statewide resources.
- IPWMAN has partnerships with IEMA-OHS and other statewide mutual aid organizations as well as some non-governmental organizations.
- Comprehensive, public works driven, and led training is made available to its members at no cost during the annual conference.
- Because of the defined operations plan, IPWMAN can expedite the coordination and arrival of mutual aid.
- Member agencies have access to assets from all over Illinois.

- There is no charge to the requesting member agency for the first five days of the response.
- By standardizing operating procedures disaster response is safer and more efficient.
- Member agencies have quick and direct access to assets through an IPWMAN Duty Officer.
- IPWMAN not only coordinates equipment and manpower but also leadership support from member agencies who have experienced similar disasters.
- Each member agency signed the same agreement no matter their location or size.
- Being a member of IPWMAN will provide you with added peace of mind knowing that your community has access to mutual aid during times of need when local resources are overwhelmed.

How does an agency request mutual aid?

1. The requesting agency assesses the extent of the event to determine what type of assistance is needed.
2. The requesting agency contacts the IPWMAN Call Center to request assistance.
3. An IPWMAN Duty Officer will contact the requesting agency to confirm the needed assets.
4. The Duty Officer requests that the IPWMAN Call Center sends a request via text message and email to member agencies and an IPWMAN Duty Officer coordinates the response, all the while communicating with the requesting agency.
5. Mutual aid resources arrive at the requesting agency's location to be assigned to tasks as needed.

What is the difference between a major incident and a local emergency?

A major incident is a natural or man-made event that has a widespread impact on your community. Examples include tornadoes, ice storms with significant damage to utilities and public property, floods, windstorms, widespread damage from explosions or chemical spills as may result from a railroad, freight or industrial accidents, and terrorist-caused incidents.

A local emergency is an event that may have limited geographical impact requiring a response that exceeds the capacity of local agencies to respond. Examples may include

large sewer, water main or pipeline collapses, bridge collapses, or an unusual event that requires specialized equipment for the response that is not available locally.

Does an agency have to respond to a request for assistance?

No, they do not. The mutual aid agreement does not obligate any agency to respond, nor does it require an explanation as to why it chose not to respond. The idea behind IPWMAN is that member agencies can assist each other when they are available when an unusual situation needs an immediate response beyond the available local resources.

What if an agency responds and needs its resources back?

Resources remain under the authority of the responding agency and can be recalled at any time. IPWMAN asks that coordination occur between the Duty Officer and the requesting agency. A member agency is not expected to provide mutual aid if it impacts the ability to effectively manage daily operations or respond to its own emergencies.

What happens if an agency's employees get hurt while rendering aid to another agency?

The employee's member agency remains fully responsible for all of the employees that are sent as part of an IPWMAN activation. This means that each member agency will pay its employees' salaries, benefits, and insurance and provide liability coverage. Should a disaster become eligible for IEMA or FEMA reimbursement, some of these costs may be subject to reimbursement.

How long must I provide assistance if deployed?

If your agency agrees to provide mutual aid to another member agency, IPWMAN asks that you commit to one full workday. Typically, these days are between 8 and 10 hours, which includes drive time to and from the requesting agency location. If an incident were to occur at your agency, and you needed to recall your personnel and equipment, you have the full right to do so under the IPWMAN Agreement. IPWMAN does ask that you coordinate this through the Duty Officer and the requesting agency.

Will an agency receive reimbursement after providing assistance?

By signing the IPWMAN Mutual Aid Agreement, your agency agrees to provide up to five days of mutual aid at no cost to the requesting agency. There are two situations where reimbursement may become available. Continue reading the next FAQ for a better explanation.

What happens after the first five days?

Under the IPWMAN agreement, the responding member agency will provide personnel, equipment, and materials for the first five days of the deployment without reimbursement. Suppose the requesting member agency requires assistance for longer than five days. In that case, the responding member agency may bill the requesting member agency for the provided mutual aid beyond the first five days.

The value of donated assistance helps the community requesting help in a second way: The value of the unpaid assistance may be credited to the requesting agency as part of the non-federal cost share of the requesting agency's emergency work under the provisions of the Disaster Assistance Policy #9525.2., entitled "Donated Resources."

FEMA reimbursement may be available only after a Presidential Declaration is signed by the President.

IEMA-OHS reimbursement may be available only after a Disaster Declaration has been signed by the Governor.

Can the responding party be forced to work at a location?

No. Although there may be times when a responding party may be relocated to better utilize the resource, the responding agency may refuse to go there.

What if an agency is part of another mutual aid agreement?

Signing the Illinois Public Works Mutual Aid Network Agreement does not invalidate any other mutual aid agreement. Signing the IPWMAN agreement will increase the resources available to the member agency during an emergency.

Is there a fee for membership?

Yes. IPWMAN dues are a necessity to enable the organization to cover the operating costs for processing applications, maintaining resource records, and updating and maintaining our website. Dues payments also provide funding for the IPWMAN Call Center and costs to sustain the operation of the network. The dues paid by a member agency are based on the population of the area the agency serves. Click here to see the [current IPWMAN Membership Dues Schedule](#).

What does an agency need to do to become a member?

Visit our [How To Join IPWMAN page](#) for information about becoming an IPWMAN member agency.

My agency is not NIMS compliant at this time. Can my agency still become a member?

Yes, your agency may become a member. However, should a disaster become eligible for IEMA or FEMA reimbursement, your organization may not be eligible to receive reimbursement unless you are NIMS compliant.

My county is a member. Do I need to become a member to get help?

Yes, you do. IPWMAN responders can only work in the right-of-way under the member agency's authority. Because the county is not the authority having jurisdiction over your right-of-way, they cannot request IPWMAN on your behalf. If you have a mutual aid agreement in place with your county, our county can assist you. To request mutual aid from IPWMAN for your agency, your agency must have signed a mutual aid agreement with IPWMAN to legally allow IPWMAN member agencies to respond to your jurisdiction.

Where can my agency obtain more information about IPWMAN?

You can obtain a copy of the membership agreement, by-laws, operation plan, and other information in the [Documents section of this website](#). You can also call the IPWMAN General Information number at 844-479-6269, or email info@ipwman.org.

ORDINANCE NO. _____

**ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE
WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER
SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN A CERTAIN AREA IN
THE CITY OF DECATUR**

WHEREAS, certain property in the City of Decatur, Illinois located at 735 North Martin Luther King Jr. Drive has been used over a period of time for commercial and/or industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City of Decatur desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are at or around the source of said chemical constituents;

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

Section 1. The findings set forth above are incorporated herein and made a part hereof.

Section 2. Except for such uses or methods in existence before the effective date of this ordinance, the use or attempt to use groundwater as a potable water supply from within the corporate limits of the City of Decatur from within the area depicted on Exhibit A, attached hereto and made part of this Ordinance, by the installation or willing of wells or by any other method is hereby prohibited. This prohibition expressly includes the City of Decatur.

Section 3. Any person violating the provisions of this ordinance shall be subject to a fine of up to Five-Hundred Dollars (\$500.00) for each violation.

Section 4. The following terms shall have the definitions set forth below:

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section 6. If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section 7. This ordinance shall be in full force and effect from and after its passage.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of February 2025.

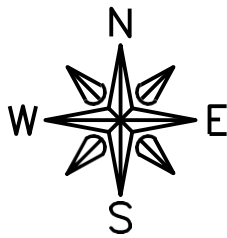
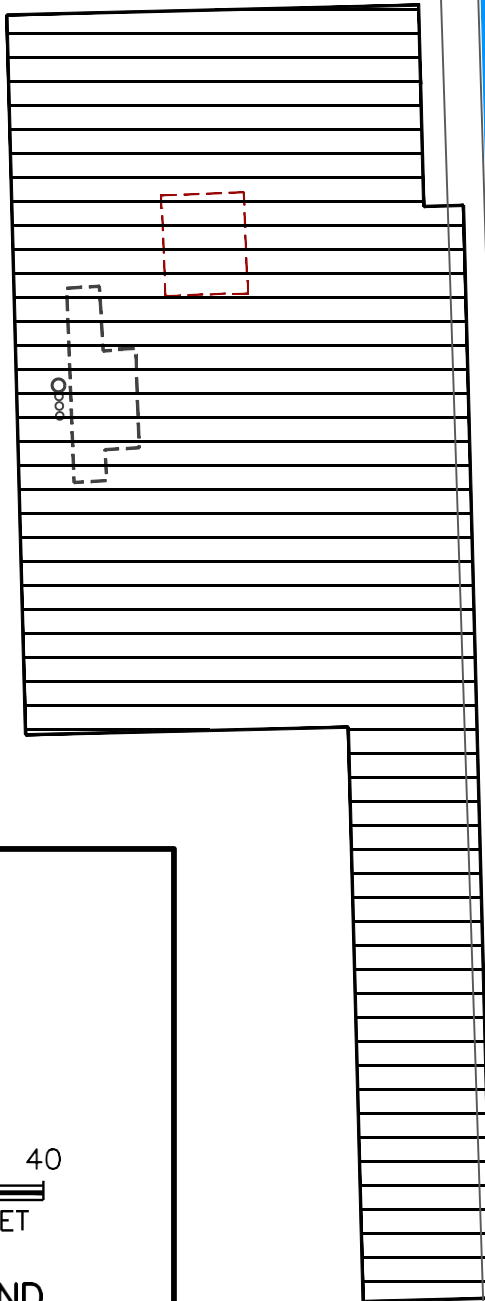
JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

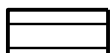
CENTRAL AVENUE

NORTH MARTIN LUTHER KING JR. DRIVE



40 0 40
GRAPHIC SCALE IN FEET

LEGEND



GROUNDWATER USE ORDINANCE

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

735 NORTH MARTIN
LUTHER KING JR. DRIVE
DECATUR, ILLINOIS 62523

DRWN: JMP DATE: 03/05/19 APPD: AG

**EXHIBIT A
EXTENT OF
GROUNDWATER
ORDINANCE**

PIN: 04-12-11-354-037
JOB NO.: 18-772 PH04 PLOT DATE: 5/6/22

Council Memo
Economic & Community Development Department
No. 2025-02

DATE: 2/18/2025

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Cordaryl Patrick, Director of Economic & Community Development

SUBJECT:
Resolution Authorizing the Execution of a Highway Authority Agreement Between the City of Decatur and Crossing Healthcare

SUMMARY RECOMMENDATION: Staff recommends approval of the Highway Authority agreement and Groundwater Ordinance.

BACKGROUND:

In ongoing efforts by the City of Decatur to secure a No Further Remediation designation from the Illinois Environmental Protection Agency for the site located at 735 North Martin Luther King Junior Drive, the enclosed Groundwater Use Ordinance and Highway Authority Agreement are proposed to address contamination migrating off of the property into City right-of-way. These preventative approaches have been approved by the Illinois Environmental Protection Agency Site Remediation Program. Contaminant concentrations have been studied as part of past environmental site assessments and calculated through mathematical modeling to extend off-site into the North Martin Luther King Junior Drive right-of-way. The Highway Authority Agreement indicates concentrations of benzene, ethylbenzene, xylenes, 2-methylnaphthalene, and naphthalene are present in soil within the City-owned right-of-way above applicable statewide standards. A Highway Authority Agreement has been proposed to allow the controlled contamination to remain in place and under control under the right-of-way. The groundwater use ordinance restricts installation and use of potable water wells within designated areas of the property and limited area of the right-of-way, thereby preventing direct ingestion exposure to documented contaminants in groundwater. The groundwater use ordinance addresses modeled contamination in groundwater for benzene, 2-methylnaphthalene, manganese, and iron. It is recommended the City approve both the Highway Authority Agreement and Groundwater Use Ordinance as these are the remaining tasks to be completed to secure a No Further Remediation designation for the property.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

None.

POTENTIAL OBJECTIONS: Staff is not aware of any objections.

INPUT FROM OTHER SOURCES:

None.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick,

Director of Economic and Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

ATTACHMENTS:

1. Resolution Authorizing the Execution of HAA and HAA Agreement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A HIGHWAY AUTHORITY AGREEMENT BETWEEN THE CITY OF DECATUR AND CROSSING HEALTHCARE

WHEREAS, Crossing Healthcare is the owner of the property at 735 North Martin Luther King Junior Drive (Property), has requested that the City of Decatur adopt a Highway Authority Agreement for the Property.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute the Highway Authority Agreement presented to the Council herewith as Exhibit A and made a part hereof.

PRESENTED, PASSED, APPROVED and RECORDED this 18th day of February 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this _____ day of _____, 20__ pursuant to 35 Illinois Administrative Code 742.1020 by and between Crossing Healthcare ("Property Owner") and the City of Decatur ("Highway Authority") collectively known as the "Parties".

WHEREAS, Crossing Healthcare is the owner of the property located at 735 North Martin Luther King Junior Drive, Decatur, Illinois 62521 ("the Site");

WHEREAS, as a result of one or more releases of contaminants at the above-referenced site ("the Release"), soil and/or groundwater contamination at the Site exceeds Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 residential remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. Attached as Exhibit A are scaled maps prepared by the Highway Authority that show the Site and surrounding area and delineate the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release.
3. Attached as Exhibit B is a table prepared by the Highway Authority that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective, and its concentration within the zone

where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the maps in Exhibit A.

4. Attached as Exhibit C is a scaled map prepared by the Highway Authority showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right- of Way boundary may be an approximation of the actual Right-of-Way lines.
5. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain, and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential

remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release.
10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part of provision of the agreement.
14. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified, or amended only upon written consent and agreement of the Parties.

15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at the following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Highway Authority:
City of Decatur
One Gary K. Anderson Plaza
Decatur, Illinois 62526

Property Owner:
Crossing Healthcare
320 East Central Avenue
Decatur, Illinois 62521

IN WITNESS THEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

CITY OF DECATUR

Date: _____

By: _____

Its: _____

PROPERTY OWNER

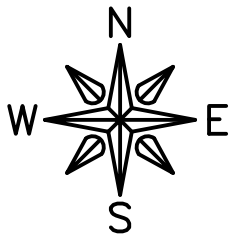
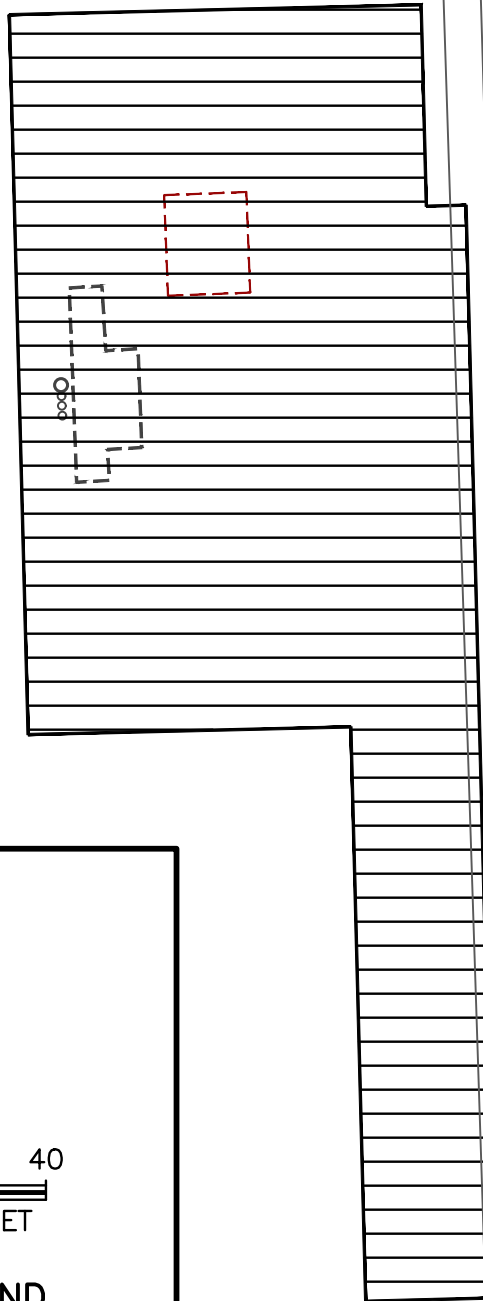
Date: _____

By: _____

Its: _____

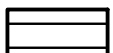
CENTRAL AVENUE

NORTH MARTIN LUTHER KING JR. DRIVE



40 0 40
GRAPHIC SCALE IN FEET

LEGEND



GROUNDWATER USE ORDINANCE

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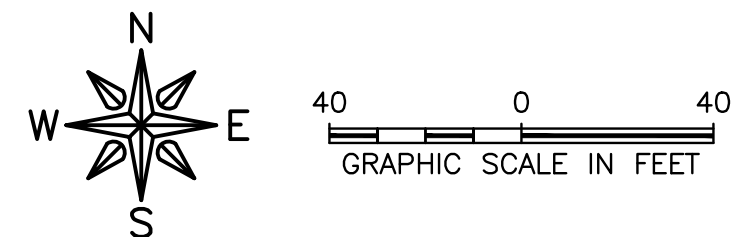
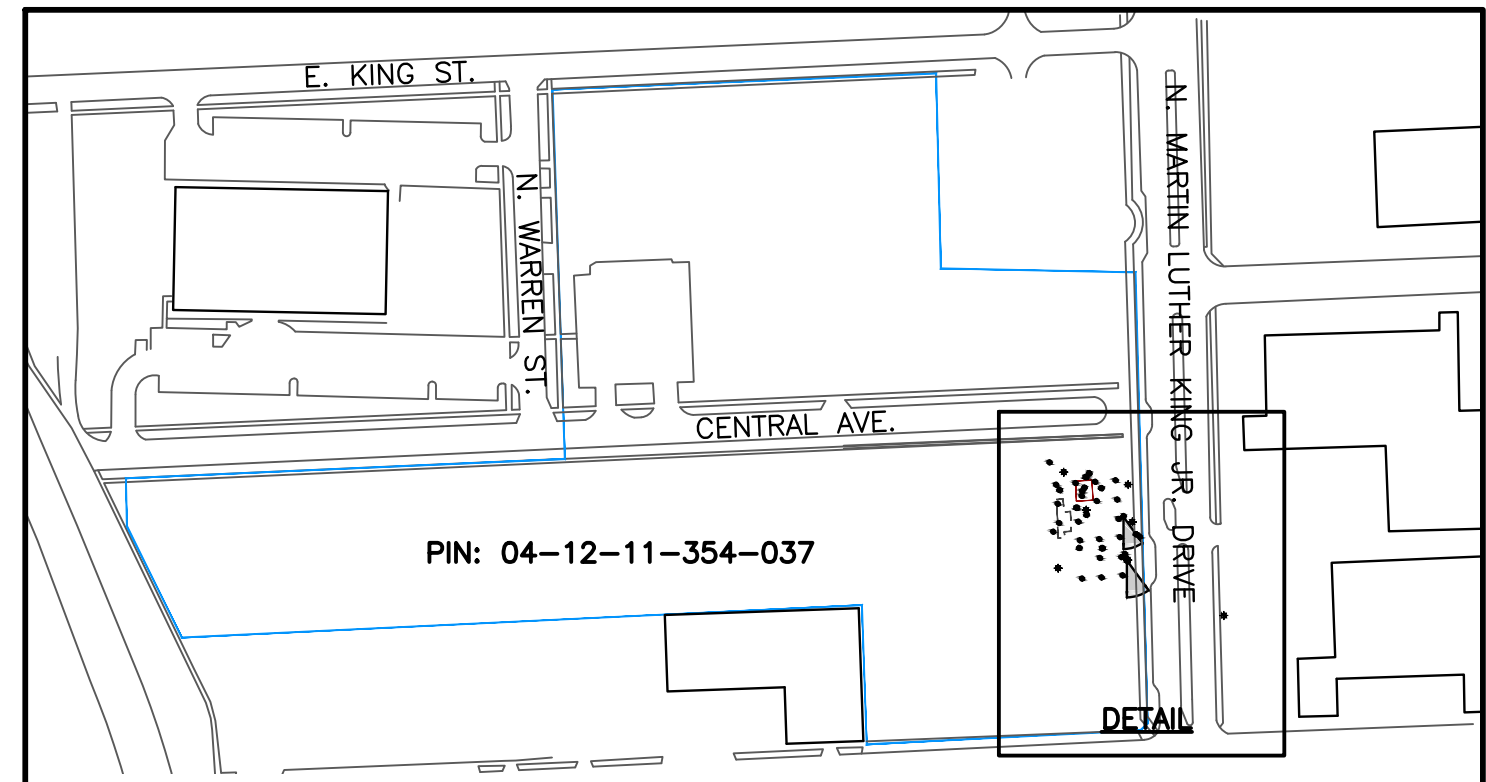
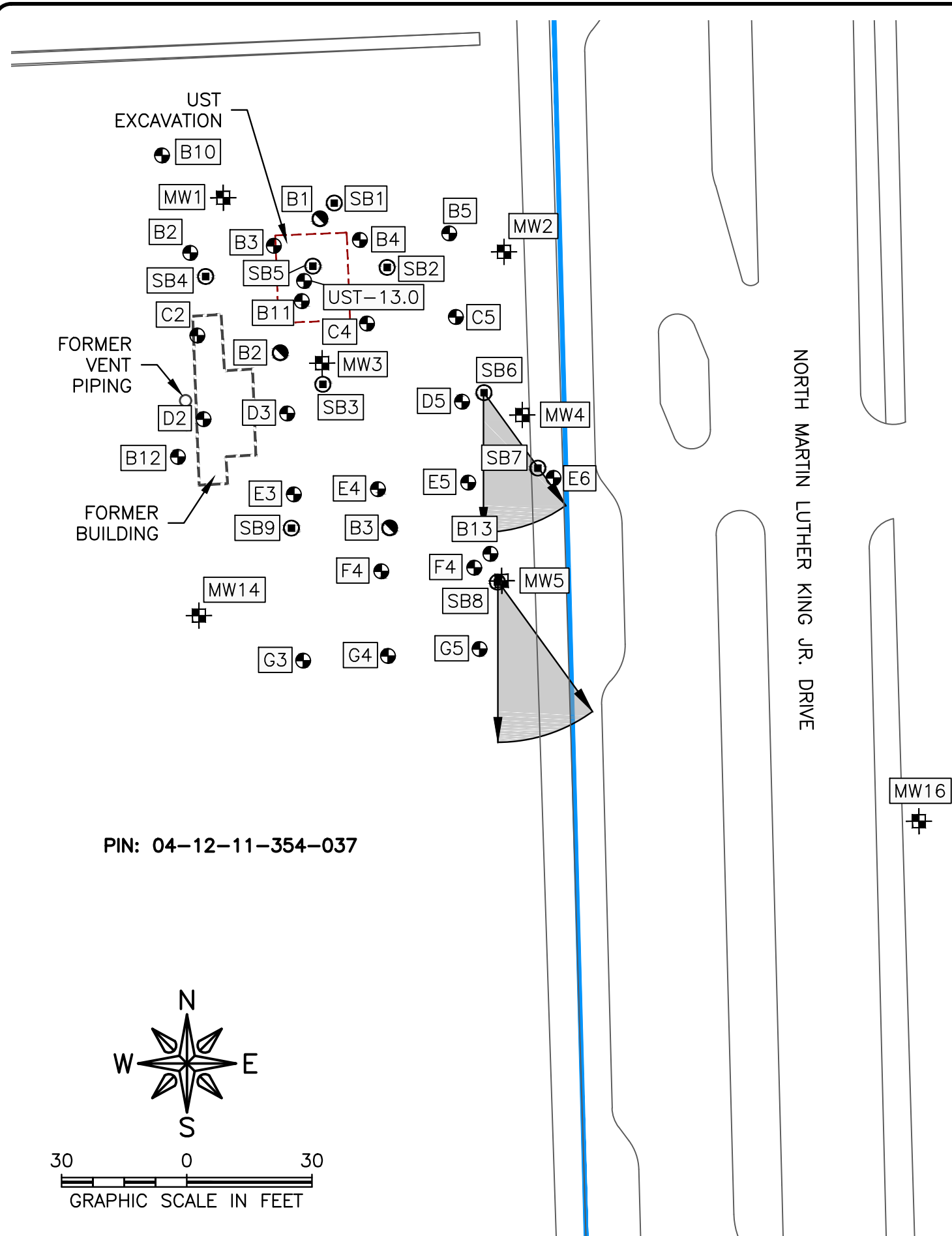
735 NORTH MARTIN
LUTHER KING JR. DRIVE
DECATUR, ILLINOIS 62523

**EXHIBIT A
EXTENT OF
GROUNDWATER
ORDINANCE**

PIN: 04-12-11-354-037

DRWN: JMP DATE: 03/05/19 APPD: AG

JOB NO.: 18-772 PH04 PLOT DATE: 5/6/22



LEGEND

- SOIL BORING (WILSON & WILSON CONSULTING, 2003)
- ⊕ SOIL BORING (BODINE, 2007-2009)
- ⊙ SOIL BORING (OSE, 2018)
- ⊕ MONITORING WELL
- BENZENE CONCENTRATION EXCEEDING TIER 1 RESIDENTIAL RO's
- MODELED EXTENT
- APPROXIMATE PROPERTY BOUNDARY

EXHIBIT A

MODELED EXTENT OF BENZENE

735 N. MARTIN LUTHER KING JR. DRIVE
DECATUR, IL 62523

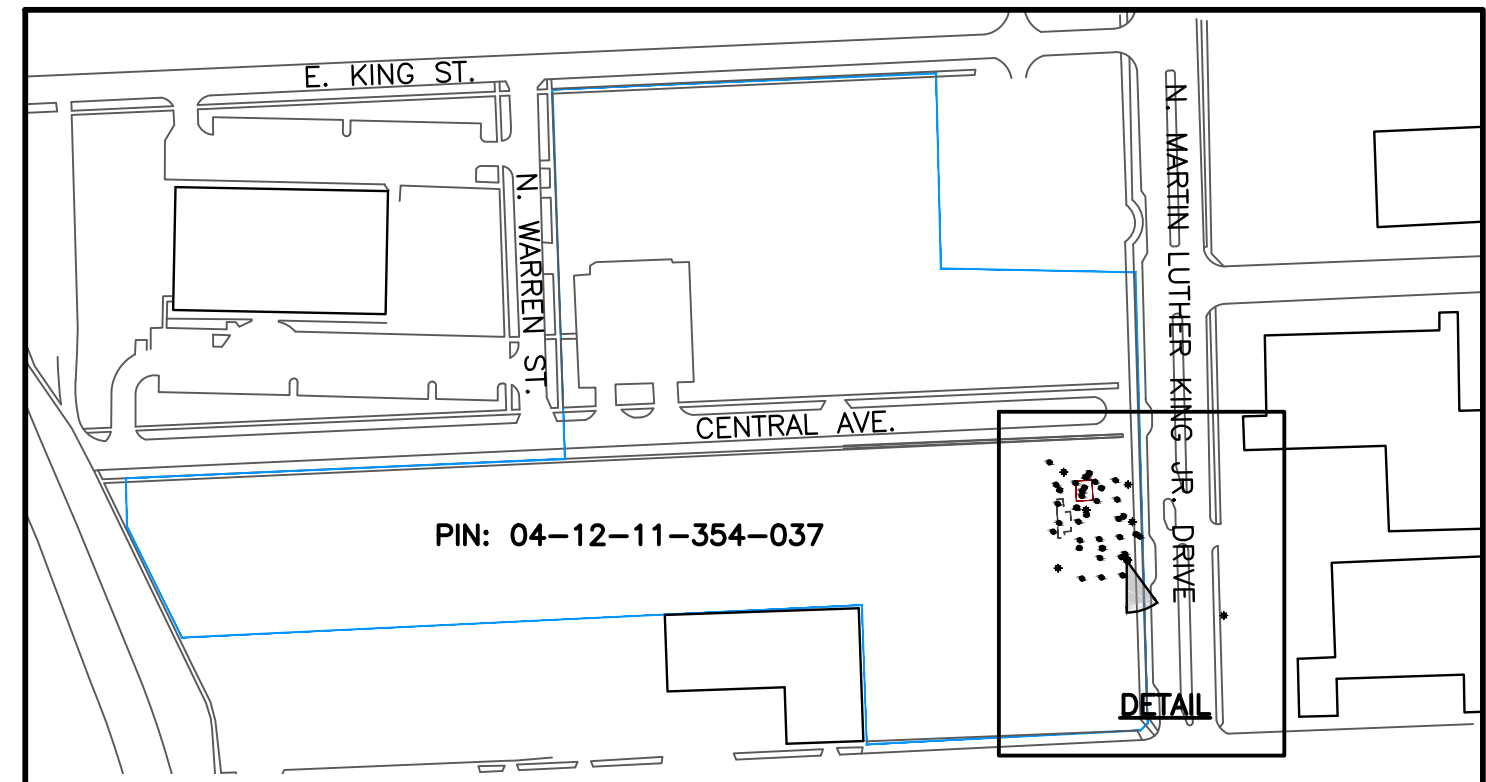
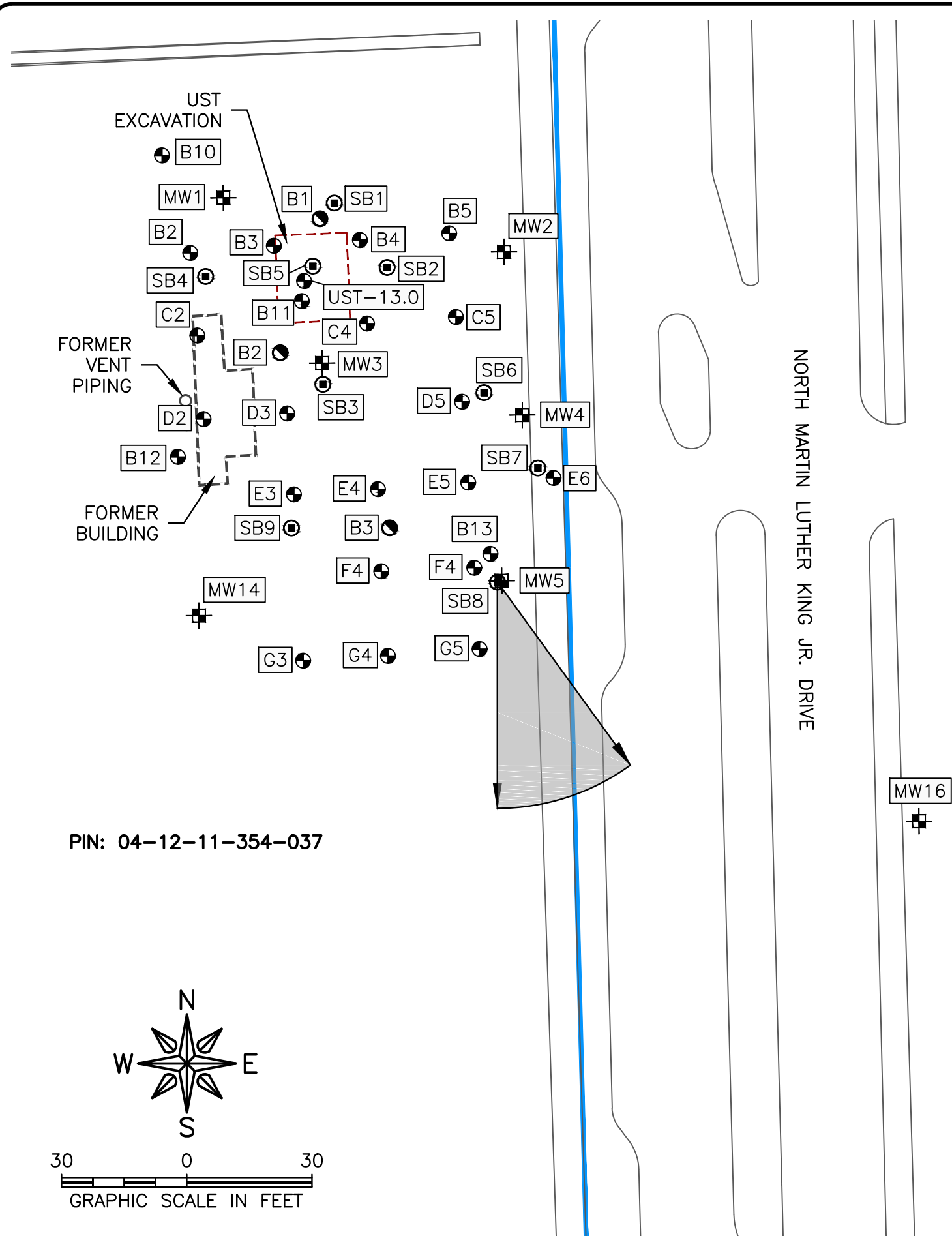
5/6/22

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 194-003525

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LEGEND

- SOIL BORING (WILSON & WILSON CONSULTING, 2003)
- ⊕ SOIL BORING (BODINE, 2007-2009)
- ⊙ SOIL BORING (OSE, 2018)
- ⊕ MONITORING WELL
- 2-METHYLNAPHTHALENE CONCENTRATION EXCEEDING TIER 1 RESIDENTIAL RO's
- MODELED EXTENT
- APPROXIMATE PROPERTY BOUNDARY

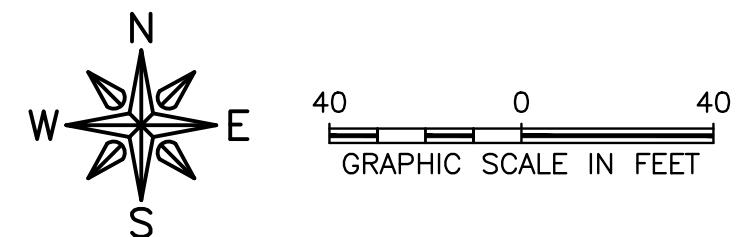
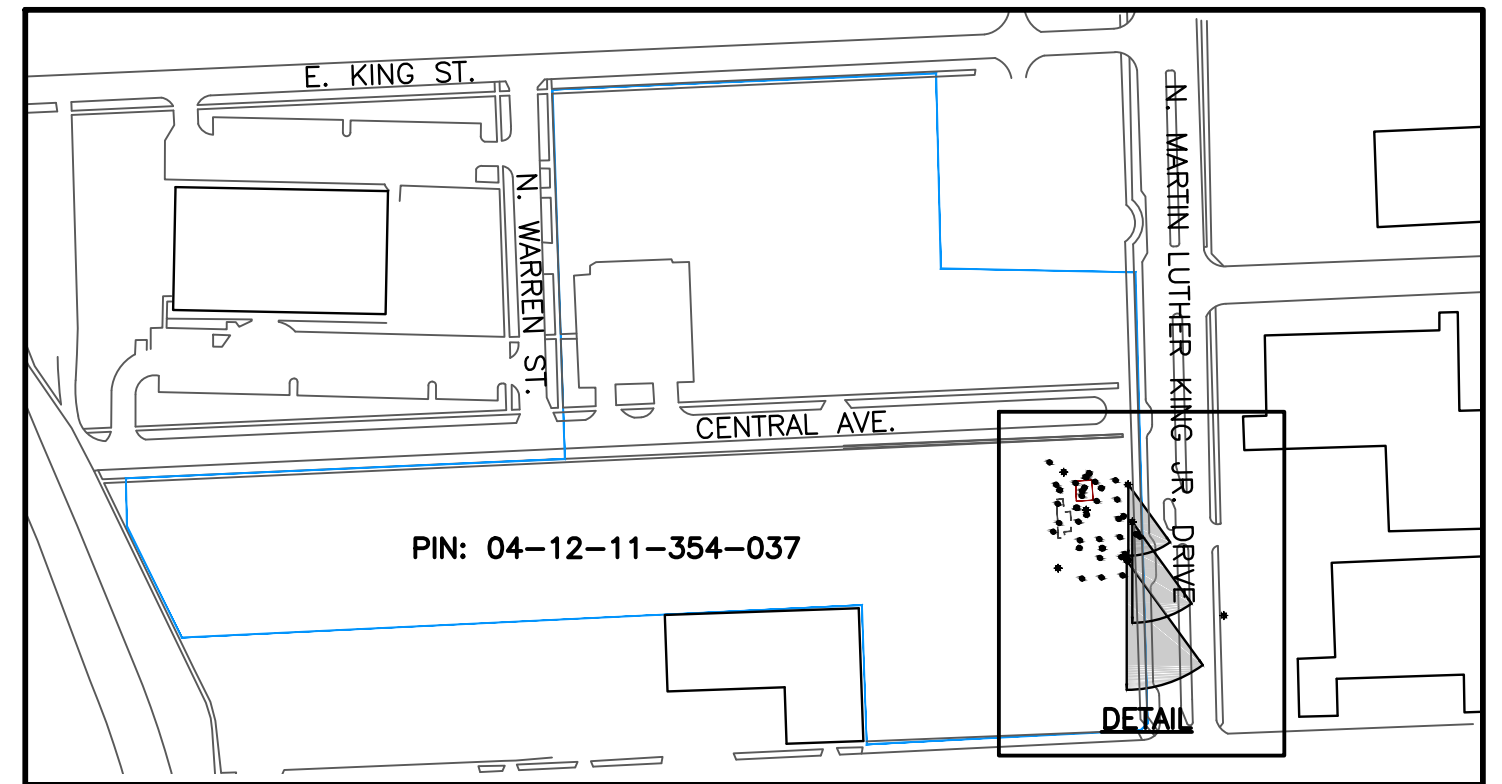
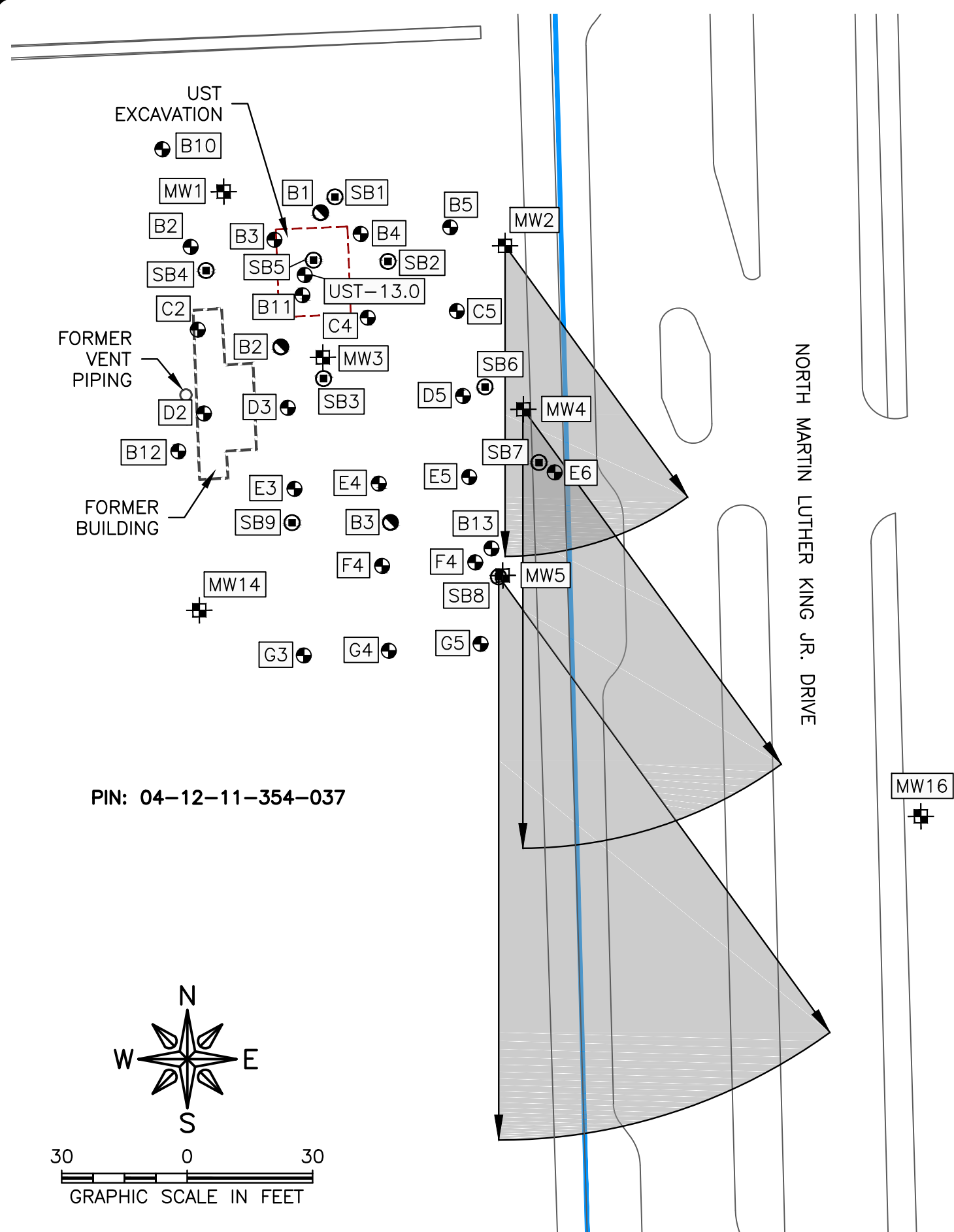


EXHIBIT A **MODELED EXTENT OF** **2-METHYLNAPHTHALENE** **735 N. MARTIN LUTHER** **KING JR. DRIVE** **DECATUR, IL 62523**

5/6/22

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ILLINOIS DESIGN FIRM NO. 194-003525

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LEGEND

- SOIL BORING (WILSON & WILSON CONSULTING, 2003)
- ⊕ SOIL BORING (BODINE, 2007-2009)
- ⊙ SOIL BORING (OSE, 2018)
- ⊕ MONITORING WELL
- MANGANESSE CONCENTRATION EXCEEDING TIER 1 RESIDENTIAL RO's
- MODELED EXTENT
- APPROXIMATE PROPERTY BOUNDARY

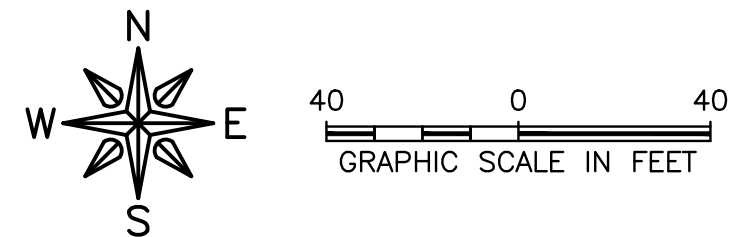


EXHIBIT A

MODELED EXTENT OF MANGANESE

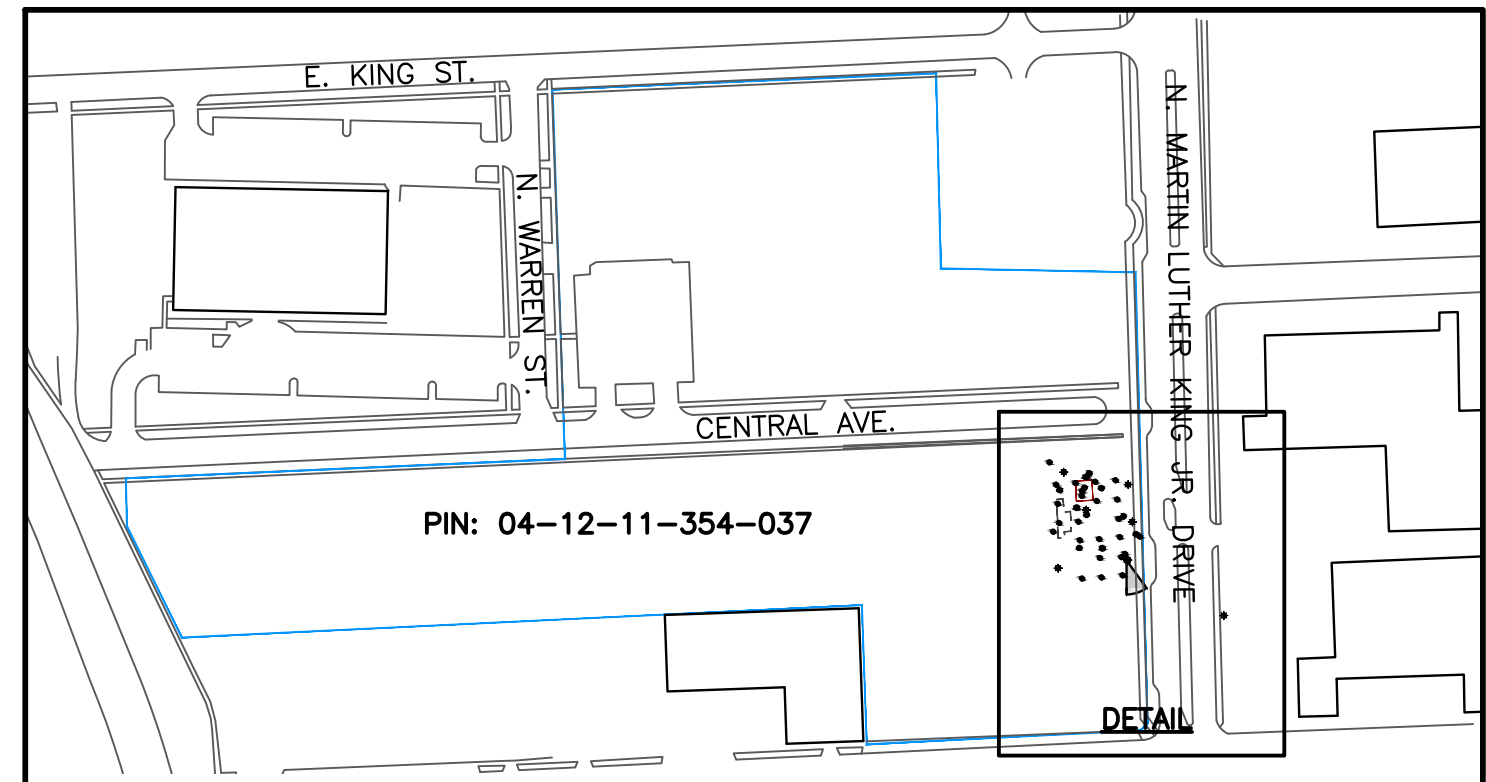
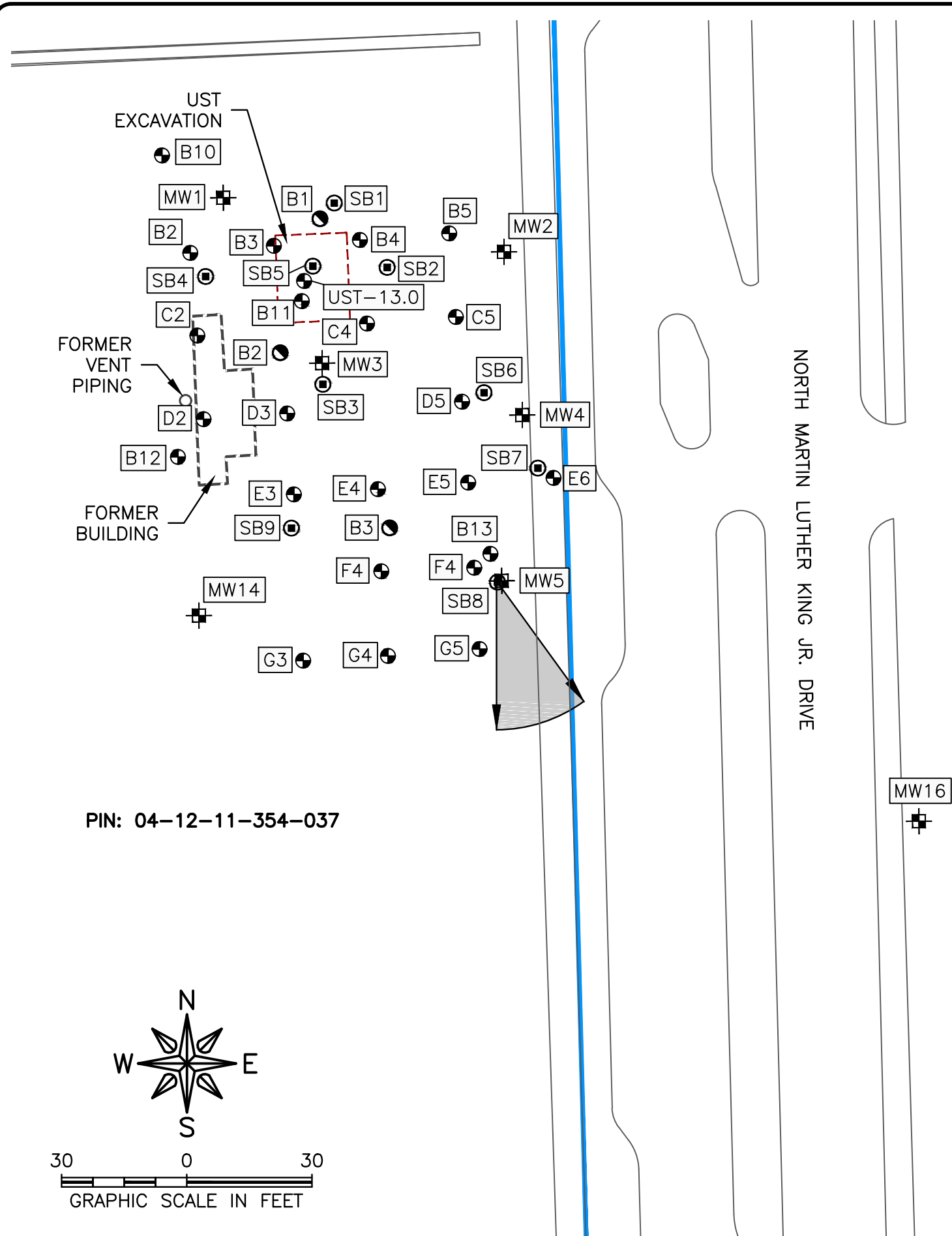
735 N. MARTIN LUTHER KING JR. DRIVE

DECATUR, IL 62523

5/6/22

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LEGEND

- SOIL BORING (WILSON & WILSON CONSULTING, 2003)
- ⊕ SOIL BORING (BODINE, 2007-2009)
- ⊙ SOIL BORING (OSE, 2018)
- ⊕ MONITORING WELL
- IRON CONCENTRATION EXCEEDING TIER 1 RESIDENTIAL RO's
- MODELED EXTENT
- APPROXIMATE PROPERTY BOUNDARY

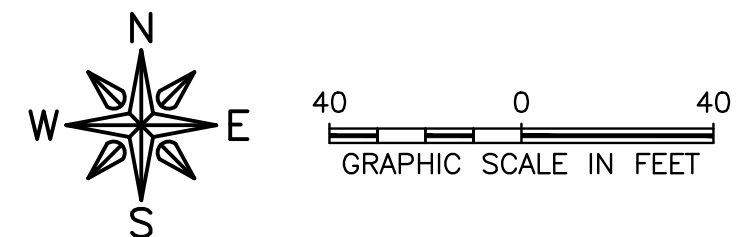


EXHIBIT A MODELED EXTENT OF IRON 735 N. MARTIN LUTHER KING JR. DRIVE DECATUR, IL 62523

5/6/22

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Table 1A
Soil Analytical Results Table - Volatile Organic Compounds
Former Filling Station, 735 North Martin Luther King Jr. Drive

		Exposure Route-Specific Values for Soils						Soil Component of the Groundwater Ingestion Exposure Route		18I0018-01		18I0018-02		18I0018-03		18I0018-04		18I0018-05	
										X101 (SB1 2-3')		X102 (SB1 21-22')		X103 (SB2 2-3')		X104 (SB2 14-15')		X105 (SB3 2-3')	
		Residential Properties		Industrial-Commercial Properties		Construction Worker				Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018
CAS #	Analytical Parameter	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Class I (mg/kg)	Class II (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)
TARGET COMPOUND LIST - VOLATILE ORGANIC PARAMETERS	67-64-1 Acetone	70,000	100,000	---	100,00	---	100,00	25	25	U	0.0093	U	0.0084	U	0.011	U	0.0087	U	0.011
	71-43-2 Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	108-86-1 Bromobenzene	630	630	16000	810	4100	22	0.86	11	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	74-97-5 Bromochloromethane	---	---	---	---	---	---	---	---	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	75-27-4 Bromodichloromethane (Dichlorobromomethane)	10	3,000	92	3,000	2,000	3,000	0.6	0.6	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	75-25-2 Bromoform	81	53	720	100	16,000	140	0.8	0.8	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	74-83-9 Bromomethane (Methyl bromide)	110	10	2,900	15	1,000	3.9	0.2	1.2	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	78-93-3 2-Butanone (Methyl Ethyl Ketone, MEK)**	47,000	25,000	1,000,000	25,000	120,000	730	17	17	U	0.0093	U	0.0084	U	0.011	U	0.0087	U	0.011
	75-15-0 Carbon disulfide	7,800	720	200,000	720	20,000	9	32	160	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	56-23-5 Carbon tetrachloride	5	0.3	44	0.64	410	0.9	0.07	0.7	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	108-90-7 Chlorobenzene (Monochlorobenzene)	1,600	130	41,00	210	4,100	1.3	1	6.5	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	75-00-3 Chloroethane (Ethyl Chloride, monochloroethane)**	---	1,500	---	1,500	20,000	39	---	---	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	67-66-3 Chloroform	100	0.3	940	0.54	2,000	0.76	0.6	2.9	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	74-87-3 Chloromethane (Methyl Chloride)**	---	110	---	180	---	5	---	---	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	124-48-1 Dibromochloromethane (Chlorodibromomethane)	1,600	1,300	41,000	1,300	41,000	1,300	0.4	0.4	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	106-93-4 1,2-Dibromoethane	---	---	---	---	---	---	---	---	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	74-95-3 Dibromomethane	---	---	---	---	---	---	---	---	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	75-34-3 1,1-Dichloroethane	7,800	1,300	200,000	1,700	200,000	130	23	110	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	107-06-2 1,2-Dichloroethane (Ethylene Dichloride)	7	0.4	63	0.7	1,400	0.99	0.02	0.1	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	75-35-4 1,1-Dichloroethene (Dichloroethylene)	3,900	290	100,000	470	10,000	3	0.06	0.3	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	156-59-2 cis-1,2-Dichloroethene(Dichloroethylene)	780	1,200	20,000	1,200	20,000	1,200	0.4	1.1	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	156-60-5 trans-1,2-Dichloroethene(Dichloroethylene)	1,600	3,100	41,000	3,100	41,000	3,100	0.7	3.4	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	563-58-6 1,1-Dichloropropene	---	---	---	---	---	---	---	---	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	78-87-5 1,2-Dichloropropane	9	15	84	23	1,800	0.5	0.03	0.15	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	142-28-9 1,3-Dichloropropane	1600	1000	41000	1000	41000	1000	1000	0.83	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	594-20-7 2,2-Dichloropropane	---	---	---	---	---	---	---	---	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	542-75-6 cis-1,3-Dichloropropene (Dichloropropylene)	6.4	1.1	57	2.1	1,200	0.39	0.004	0.02	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	542-75-6 trans-1,3-Dichloropropene (Dichloropropylene)	6.4	1.1	57	2.1	1,200	0.39	0.004	0.02	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	100-41-4 Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	U	0.0019	U	0.0017	U	0.0022		0.074	U	0.0022
	591-78-6 2-Hexanone (Methyl-n-butyl ketone, MBK)**	390	450	10,000	720	1,000	47	0.16	0.16	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	98-82-8 Isopropylbenzene (Cumene)	7800	500	200000	800	82000	52	91	400	U	0.0019	U	0.0017	U	0.0022		0.019	U	0.0022
	75-09-2 Methylene Chloride	85	13	760	24	12000	34	0.02	0.2	U	0.0047	U	0.0042	U	0.0055	U	0.0043	U	0.0055
	1634-04-4 Methyl tert-butyl ether	780	8800	20000	8800	2000	140	0.32	0.32	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	108-10-1 4-Methyl-2pentanone (MIBK)	---	3100	---	340	---	---	---	---	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	100-42-5 Styrene	16,000	1,500	410,000	1,500	41,000	430	4	18	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	127-18-4 Tetrachloroethylene (Perchloroethylene)	12	11	11	20	2,400	28	0.06	0.3	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	75-69-4 Trichlorofluoromethane	2300	850	61000	1400	140000	88	34	170	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	108-88-3 Toluene	16,000	650	410,000	650	410,000	42	12	29	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	71-55-6 1,1,1-Trichloroethane	---	1,200	---	1,200	---	1,200	2	9.6	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	79-00-5 1,1,2-Trichloroethane	310	1,800	8,200	1,800	8,200	1,800	0.02	0.3	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	96-18-4 1,2,3-Trichloropropane	0.021	3.2	0.19	5	4.1	0.32	0.000017	0.000017	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	630-20-6 1,1,1,2-Tetrachloroethane	2300	2100	61000	2100	6100	2100	3.2	1.7	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	79-34-5 1,1,2,2-Tetrachloroethane	4700	2000	12000	2000	12000	2000	3.3	3.3	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	79-01-6 Trichloroethene (Trichloroethylene)	58	5	520	8.9	1,200	12	0.06	0.3	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	75-01-4 Vinyl chloride	0.46	0.28	7.9	1.1	170	1.1	0.01	0.07	U	0.0019	U	0.0017	U	0.0022	U	0.0017	U	0.0022
	1330-20-7 Xylenes (Total)	16,000	320	410,000	320	41,000	5.6	150	150	U	0.0019	U	0.0017	U	0.0022		0.078	U	0.0022

- *

Indicates that ADL is less than or equal to the specified remediation objective
- No toxicity criteria available for this route of exposure
- #

Analytical results in **bold** indicate detected parameter
- Analytical results in **bold** and **shaded indicate** detected parameter exceeds a TACO Tier 1 Soil Remediation Objective
- #

Italicized analytical results indicate RL for parameter is greater than a Tier 1 Soil Remediation Objective
- **

Non TACO Chemicals; Remediation Objectives prepared by the IEPA's Toxicity Assessment Unit - Updated October 30, 2012
- U

Analyte not detected (less than Reporting Limit or Minimum Detection Limit)
- Q

Maximum holding time exceeded
- V

Indicates the sample was detected in both the sample and the associated method blank and was outside method blank acceptance
- J3

The reported value failed to meet the established quality control criteria for either precision or accuracy possibly due to matrix effects
- J5

Blank spike failed high, result was less than the reporting limit - impact on data may be minimal

Table 1A
Soil Analytical Results Table - Volatile Organic Compounds
Former Filling Station, 735 North Martin Luther King Jr. Drive

			Exposure Route-Specific Values for Soils						Soil Component of the Groundwater Ingestion Exposure Route		18I0018-06		18I0018-07		18I0018-08		18I0018-09		18I0018-10	
											X106 (SB3 16-17')		X107 (SB4 1-2')		X108 (SB4 11-12')		X109 (SB5 2-3')		X110 (SB5 18-19')	
			Residential Properties		Industrial-Commercial Properties		Construction Worker				Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018
			CAS #	Analytical Parameter	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Class I (mg/kg)	Class II (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)
TARGET COMPOUND LIST - VOLATILE ORGANIC PARAMETERS	67-64-1	Acetone	70,000	100,000	---	100,00	---	100,00	25	25	U	0.0082	U	0.011	U	0.0079	U	0.011	U	0.0099
	71-43-2	Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	108-86-1	Bromobenzene	630	630	16000	810	4100	22	0.86	11	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	74-97-5	Bromochloromethane	---	---	---	---	---	---	---	---	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	75-27-4	Bromodichloromethane (Dichlorobromomethane)	10	3,000	92	3,000	2,000	3,000	0.6	0.6	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	75-25-2	Bromoform	81	53	720	100	16,000	140	0.8	0.8	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	74-83-9	Bromomethane (Methyl bromide)	110	10	2,900	15	1,000	3.9	0.2	1.2	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	78-93-3	2-Butanone (Methyl Ethyl Ketone, MEK)**	47,000	25,000	1,000,000	25,000	120,000	730	17	17	U	0.0082	U	0.011	U	0.0079	U	0.011	U	0.0099
	75-15-0	Carbon disulfide	7,800	720	200,000	720	20,000	9	32	160	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	56-23-5	Carbon tetrachloride	5	0.3	44	0.64	410	0.9	0.07	0.7	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	108-90-7	Chlorobenzene (Monochlorobenzene)	1,600	130	41,00	210	4,100	1.3	1	6.5	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	75-00-3	Chloroethane (Ethyl Chloride, monochloroethane)**	---	1,500	---	1,500	20,000	39	---	---	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	67-66-3	Chloroform	100	0.3	940	0.54	2,000	0.76	0.6	2.9	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	74-87-3	Chloromethane (Methyl Chloride)**	---	110	---	180	---	5	---	---	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	124-48-1	Dibromochloromethane (Chlorodibromomethane)	1,600	1,300	41,000	1,300	41,000	1,300	0.4	0.4	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	106-93-4	1,2-Dibromoethane	---	---	---	---	---	---	---	---	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	74-95-3	Dibromomethane	---	---	---	---	---	---	---	---	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	75-34-3	1,1-Dichloroethane	7,800	1,300	200,000	1,700	200,000	130	23	110	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	107-06-2	1,2-Dichloroethane (Ethylene Dichloride)	7	0.4	63	0.7	1,400	0.99	0.02	0.1	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	75-35-4	1,1-Dichloroethene (Dichloroethylene)	3,900	290	100,000	470	10,000	3	0.06	0.3	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	156-59-2	cis-1,2-Dichloroethene(Dichloroethylene)	780	1,200	20,000	1,200	20,000	1,200	0.4	1.1	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	156-60-5	trans-1,2-Dichloroethene(Dichloroethylene)	1,600	3,100	41,000	3,100	41,000	3,100	0.7	3.4	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	563-58-6	1,1-Dichloropropene	---	---	---	---	---	---	---	---	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	78-87-5	1,2-Dichloropropane	9	15	84	23	1,800	0.5	0.03	0.15	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	142-28-9	1,3-Dichloropropane	1600	1000	41000	1000	41000	1000	1000	0.83	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	594-20-7	2,2-Dichloropropane	---	---	---	---	---	---	---	---	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	542-75-6	cis-1,3-Dichloropropene (Dichloropropylene)	6.4	1.1	57	2.1	1,200	0.39	0.004	0.02	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	542-75-6	trans-1,3-Dichloropropene (Dichloropropylene)	6.4	1.1	57	2.1	1,200	0.39	0.004	0.02	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	100-41-4	Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	591-78-6	2-Hexanone (Methyl-n-butyl ketone, MBK)**	390	450	10,000	720	1,000	47	0.16	0.16	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	98-82-8	Isopropylbenzene (Cumene)	7800	500	200000	800	82000	52	91	400		0.014	U	0.0022	U	0.0016	U	0.0022	U	0.002
	75-09-2	Methylene Chloride	85	13	760	24	12000	34	0.02	0.2	U	0.0041	U	0.0056	U	0.0039	U	0.0055	U	0.005
	1634-04-4	Methyl tert-butyl ether	780	8800	20000	8800	2000	140	0.32	0.32	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	108-10-1	4-Methyl-2pentanone (MIBK)	---	3100	---	340	---	---	---	---	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	100-42-5	Styrene	16,000	1,500	410,000	1,500	41,000	430	4	18	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	127-18-4	Tetrachloroethylene (Perchloroethylene)	12	11	11	20	2,400	28	0.06	0.3	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	75-69-4	Trichlorofluoromethane	2300	850	61000	1400	140000	88	34	170	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	108-88-3	Toluene	16,000	650	410,000	650	410,000	42	12	29	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	71-55-6	1,1,1-Trichloroethane	---	1,200	---	1,200	---	1,200	2	9.6	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	79-00-5	1,1,2-Trichloroethane	310	1,800	8,200	1,800	8,200	1,800	0.02	0.3	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	96-18-4	1,2,3-Trichloropropane	0.021	3.2	0.19	5	4.1	0.32	0.000017	0.000017	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	630-20-6	1,1,1,2-Tetrachloroethane	2300	2100	61000	2100	6100	2100	3.2	1.7	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	79-34-5	1,1,2,2-Tetrachloroethane	4700	2000	12000	2000	12000	2000	3.3	3.3	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	79-01-6	Trichloroethene (Trichloroethylene)	58	5	520	8.9	1,200	12	0.06	0.3	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	75-01-4	Vinyl chloride	0.46	0.28	7.9	1.1	170	1.1	0.01	0.07	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002
	1330-20-7	Xylenes (Total)	16,000	320	410,000	320	41,000	5.6	150	150	U	0.0016	U	0.0022	U	0.0016	U	0.0022	U	0.002

- *

Indicates that ADL is less than or equal to the specified remediation objective
- No toxicity criteria available for this route of exposure
- #

Analytical results in **bold** indicate detected parameter
- Analytical results in **bold** and **shaded indicate** detected parameter exceeds a TACO Tier 1 Soil Remediation Objective
- #

Italicized analytical results indicate RL for parameter is greater than a Tier 1 Soil Remediation Objective
- **

Non TACO Chemicals; Remediation Objectives prepared by the IEPA's Toxicity Assessment Unit - Updated October 30, 2012
- U

Analyte not detected (less than Reporting Limit or Minimum Detection Limit)
- Q

Maximum holding time exceeded
- V

Indicates the sample was detected in both the sample and the associated method blank and was outside method blank acceptance
- J3

The reported value failed to meet the established quality control criteria for either precision or accuracy possibly due to matrix effects
- J5

Blank spike failed high, result was less than the reporting limit - impact on data may be minimal

Table 1A
Soil Analytical Results Table - Volatile Organic Compounds
Former Filling Station, 735 North Martin Luther King Jr. Drive

			Exposure Route-Specific Values for Soils						Soil Component of the Groundwater Ingestion Exposure Route		18I0018-11		18I0018-12		18I0117-01		18I0117-02		18I0117-03	
			X111 (SB6 2-3')		X112 (SB6 10-11')		X113 (SB7 2-3')				X114 (SB7 14-15')		X115 (SB8 2-3')							
			Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018			Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018				
CAS #	Analytical Parameter	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Class I (mg/kg)	Class II (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	
TARGET COMPOUND LIST - VOLATILE ORGANIC PARAMETERS	67-64-1	Acetone	70,000	100,000	---	100,00	---	100,00	25	25	U	0.012	U	0.0089	U, Q	0.012	U	0.86	U, Q	0.011
	71-43-2	Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	U	0.0024		0.15	U, Q	0.0023	U	0.17	U, Q	0.0022
	108-86-1	Bromobenzene	630	630	16000	810	4100	22	0.86	11	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	74-97-5	Bromochloromethane	---	---	---	---	---	---	---	---	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	75-27-4	Bromodichloromethane (Dichlorobromomethane)	10	3,000	92	3,000	2,000	3,000	0.6	0.6	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	75-25-2	Bromoform	81	53	720	100	16,000	140	0.8	0.8	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	74-83-9	Bromomethane (Methyl bromide)	110	10	2,900	15	1,000	3.9	0.2	1.2	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	78-93-3	2-Butanone (Methyl Ethyl Ketone, MEK)**	47,000	25,000	1,000,000	25,000	120,000	730	17	17	U	0.012	U	0.0089	U, Q	0.012	U	0.86	U, Q	0.011
	75-15-0	Carbon disulfide	7,800	720	200,000	720	20,000	9	32	160	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	56-23-5	Carbon tetrachloride	5	0.3	44	0.64	410	0.9	0.07	0.7	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	108-90-7	Chlorobenzene (Monochlorobenzene)	1,600	130	41,00	210	4,100	1.3	1	6.5	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	75-00-3	Chloroethane (Ethyl Chloride, monochloroethane)**	---	1,500	---	1,500	20,000	39	---	---	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	67-66-3	Chloroform	100	0.3	940	0.54	2,000	0.76	0.6	2.9	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	74-87-3	Chloromethane (Methyl Chloride)**	---	110	---	180	---	5	---	---	U	0.0024	U	0.0018	U, Q	0.0023	V	0.34	U, Q	0.0022
	124-48-1	Dibromochloromethane (Chlorodibromomethane)	1,600	1,300	41,000	1,300	41,000	1,300	0.4	0.4	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	106-93-4	1,2-Dibromoethane	---	---	---	---	---	---	---	---	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	74-95-3	Dibromomethane	---	---	---	---	---	---	---	---	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	75-34-3	1,1-Dichloroethane	7,800	1,300	200,000	1,700	200,000	130	23	110	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	107-06-2	1,2-Dichloroethane (Ethylene Dichloride)	7	0.4	63	0.7	1,400	0.99	0.02	0.1	U	0.0024	U	0.0018	U, Q	0.0023	U, J5	0.17	U, Q	0.0022
	75-35-4	1,1-Dichloroethene (Dichloroethylene)	3,900	290	100,000	470	10,000	3	0.06	0.3	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	156-59-2	cis-1,2-Dichloroethene(Dichloroethylene)	780	1,200	20,000	1,200	20,000	1,200	0.4	1.1	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	156-60-5	trans-1,2-Dichloroethene(Dichloroethylene)	1,600	3,100	41,000	3,100	41,000	3,100	0.7	3.4	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	563-58-6	1,1-Dichloropropene	---	---	---	---	---	---	---	---	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	78-87-5	1,2-Dichloropropane	9	15	84	23	1,800	0.5	0.03	0.15	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	142-28-9	1,3-Dichloropropane	1600	1000	41000	1000	41000	1000	1000	0.83	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	594-20-7	2,2-Dichloropropane	---	---	---	---	---	---	---	---	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	542-75-6	cis-1,3-Dichloropropene (Dichloropropylene)	6.4	1.1	57	2.1	1,200	0.39	0.004	0.02	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	542-75-6	trans-1,3-Dichloropropene (Dichloropropylene)	6.4	1.1	57	2.1	1,200	0.39	0.004	0.02	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	100-41-4	Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	U	0.0024		23	U, Q	0.0023		9.2	U, Q	0.0022
	591-78-6	2-Hexanone (Methyl-n-butyl ketone, MBK)**	390	450	10,000	720	1,000	47	0.16	0.16	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	98-82-8	Isopropylbenzene (Cumene)	7800	500	200000	800	82000	52	91	400	U	0.0024		2.7	U, Q	0.0023		1.2	U, Q	0.0022
	75-09-2	Methylene Chloride	85	13	760	24	12000	34	0.02	0.2	U	0.0059	U	0.0045	U, Q	0.0058	U	0.43	U, Q	0.0056
	1634-04-4	Methyl tert-butyl ether	780	8800	20000	8800	2000	140	0.32	0.32	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	108-10-1	4-Methyl-2pentanone (MIBK)	---	3100	---	340	---	---	---	---	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	100-42-5	Styrene	16,000	1,500	410,000	1,500	41,000	430	4	18	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	127-18-4	Tetrachloroethylene (Perchloroethylene)	12	11	11	20	2,400	28	0.06	0.3	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	75-69-4	Trichlorofluoromethane	2300	850	61000	1400	140000	88	34	170	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	108-88-3	Toluene	16,000	650	410,000	650	410,000	42	12	29	U	0.0024		0.14	U, Q	0.0023	U	0.17	U, Q	0.0022
	71-55-6	1,1,1-Trichloroethane	---	1,200	---	1,200	---	1,200	2	9.6	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	79-00-5	1,1,2-Trichloroethane	310	1,800	8,200	1,800	8,200	1,800	0.02	0.3	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	96-18-4	1,2,3-Trichloropropane	0.021	3.2	0.19	5	4.1	0.32	0.000017	0.000017	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	630-20-6	1,1,1,2-Tetrachloroethane	2300	2100	61000	2100	6100	2100	3.2	1.7	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	79-34-5	1,1,2,2-Tetrachloroethane	4700	2000	12000	2000	12000	2000	3.3	3.3	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	79-01-6	Trichloroethene (Trichloroethylene)	58	5	520	8.9	1,200	12	0.06	0.3	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	75-01-4	Vinyl chloride	0.46	0.28	7.9	1.1	170	1.1	0.01	0.07	U	0.0024	U	0.0018	U, Q	0.0023	U	0.17	U, Q	0.0022
	1330-20-7	Xylenes (Total)	16,000	320	410,000	320	41,000	5.6	150	150	U	0.0024		120	U, Q	0.0023		23	U, Q	0.0022

- *

Indicates that ADL is less than or equal to the specified remediation objective
- No toxicity criteria available for this route of exposure
- #

Analytical results in **bold** indicate detected parameter
- Analytical results in **bold** and **shaded indicate** detected parameter exceeds a TACO Tier 1 Soil Remediation Objective
- #

Italicized analytical results indicate RL for parameter is greater than a Tier 1 Soil Remediation Objective
- **

Non TACO Chemicals; Remediation Objectives prepared by the IEPA's Toxicity Assessment Unit - Updated October 30, 2012
- U

Analyte not detected (less than Reporting Limit or Minimum Detection Limit)
- Q

Maximum holding time exceeded
- V

Indicates the sample was detected in both the sample and the associated method blank and was outside method blank acceptance
- J3

The reported value failed to meet the established quality control criteria for either precision or accuracy possibly due to matrix effects
- J5

Blank spike failed high, result was less than the reporting limit - impact on data may be minimal

Table 1A
Soil Analytical Results Table - Volatile Organic Compounds
Former Filling Station, 735 North Martin Luther King Jr. Drive

			Exposure Route-Specific Values for Soils						Soil Component of the Groundwater Ingestion Exposure Route		18I0117-04		18I0117-05		18I0018-12		18I0018-12		18I0018-12	
											X116 (SB8 13-14')		X120 (SB8 22.5-23.5')		X117 (SB9 1-2')		X118 (SB9 1-2')		X119 (SB9 19-20')	
			Residential Properties		Industrial-Commercial Properties		Construction Worker				Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018
CAS #	Analytical Parameter	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Class I (mg/kg)	Class II (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	
TARGET COMPOUND LIST - VOLATILE ORGANIC PARAMETERS	67-64-1	Acetone	70,000	100,000	---	100,00	---	100,00	25	25	U, Q	0.0089	U	0.89	U, Q	0.011	U, Q	0.011	U, Q	0.0088
	71-43-2	Benzene	12	0.8	100	1.6	2,300	2.2	0.03	0.17	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0091
	108-86-1	Bromobenzene	630	630	16000	810	4100	22	0.86	11	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	74-97-5	Bromochloromethane	---	---	---	---	---	---	---	---	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	75-27-4	Bromodichloromethane (Dichlorobromomethane)	10	3,000	92	3,000	2,000	3,000	0.6	0.6	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	75-25-2	Bromoform	81	53	720	100	16,000	140	0.8	0.8	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	74-83-9	Bromomethane (Methyl bromide)	110	10	2,900	15	1,000	3.9	0.2	1.2	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	78-93-3	2-Butanone (Methyl Ethyl Ketone, MEK)**	47,000	25,000	1,000,000	25,000	120,000	730	17	17	U, Q	0.0089	U	0.89	U, Q	0.011	U, Q	0.011	U, Q	0.0088
	75-15-0	Carbon disulfide	7,800	720	200,000	720	20,000	9	32	160	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	56-23-5	Carbon tetrachloride	5	0.3	44	0.64	410	0.9	0.07	0.7	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	108-90-7	Chlorobenzene (Monochlorobenzene)	1,600	130	41,00	210	4,100	1.3	1	6.5	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	75-00-3	Chloroethane (Ethyl Chloride, monochloroethane)**	---	1,500	---	1,500	20,000	39	---	---	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	67-66-3	Chloroform	100	0.3	940	0.54	2,000	0.76	0.6	2.9	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	74-87-3	Chloromethane (Methyl Chloride)**	---	110	---	180	---	5	---	---	U, Q	0.0018	V	0.3	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	124-48-1	Dibromochloromethane (Chlorodibromomethane)	1,600	1,300	41,000	1,300	41,000	1,300	0.4	0.4	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	106-93-4	1,2-Dibromoethane	---	---	---	---	---	---	---	---	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	74-95-3	Dibromomethane	---	---	---	---	---	---	---	---	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	75-34-3	1,1-Dichloroethane	7,800	1,300	200,000	1,700	200,000	130	23	110	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	107-06-2	1,2-Dichloroethane (Ethylene Dichloride)	7	0.4	63	0.7	1,400	0.99	0.02	0.1	U, Q	0.0018	U, J5	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	75-35-4	1,1-Dichloroethene (Dichloroethylene)	3,900	290	100,000	470	10,000	3	0.06	0.3	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	156-59-2	cis-1,2-Dichloroethene(Dichloroethylene)	780	1,200	20,000	1,200	20,000	1,200	0.4	1.1	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	156-60-5	trans-1,2-Dichloroethene(Dichloroethylene)	1,600	3,100	41,000	3,100	41,000	3,100	0.7	3.4	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	563-58-6	1,1-Dichloropropene	---	---	---	---	---	---	---	---	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	78-87-5	1,2-Dichloropropane	9	15	84	23	1,800	0.5	0.03	0.15	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	142-28-9	1,3-Dichloropropane	1600	1000	41000	1000	41000	1000	1000	0.83	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	594-20-7	2,2-Dichloropropane	---	---	---	---	---	---	---	---	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	542-75-6	cis-1,3-Dichloropropene (Dichloropropylene)	6.4	1.1	57	2.1	1,200	0.39	0.004	0.02	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	542-75-6	trans-1,3-Dichloropropene (Dichloropropylene)	6.4	1.1	57	2.1	1,200	0.39	0.004	0.02	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	100-41-4	Ethylbenzene	7,800	400	200,000	400	20,000	58	13	19	U, Q	0.0018		5.1	U, Q	0.0022	U, Q	0.0022	Q	4.4
	591-78-6	2-Hexanone (Methyl-n-butyl ketone, MBK)**	390	450	10,000	720	1,000	47	0.16	0.16	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	98-82-8	Isopropylbenzene (Cumene)	7800	500	200000	800	82000	52	91	400	U, Q	0.0018		2.5	U, Q	0.0022	U, Q	0.0022	Q	0.87
	75-09-2	Methylene Chloride	85	13	760	24	12000	34	0.02	0.2	U, Q	0.0044	U	0.44	U, Q	0.0056	U, J3, Q	0.0054	U, Q	0.0044
	1634-04-4	Methyl tert-butyl ether	780	8800	20000	8800	2000	140	0.32	0.32	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	108-10-1	4-Methyl-2pentanone (MIBK)	---	3100	---	340	---	---	---	---	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	100-42-5	Styrene	16,000	1,500	410,000	1,500	41,000	430	4	18	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	127-18-4	Tetrachloroethylene (Perchloroethylene)	12	11	11	20	2,400	28	0.06	0.3	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	75-69-4	Trichlorofluoromethane	2300	850	61000	1400	140000	88	34	170	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	108-88-3	Toluene	16,000	650	410,000	650	410,000	42	12	29	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	71-55-6	1,1,1-Trichloroethane	---	1,200	---	1,200	---	1,200	2	9.6	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	79-00-5	1,1,2-Trichloroethane	310	1,800	8,200	1,800	8,200	1,800	0.02	0.3	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	96-18-4	1,2,3-Trichloropropane	0.021	3.2	0.19	5	4.1	0.32	0.000017	0.000017	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	630-20-6	1,1,1,2-Tetrachloroethane	2300	2100	61000	2100	6100	2100	3.2	1.7	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	79-34-5	1,1,2,2-Tetrachloroethane	4700	2000	12000	2000	12000	2000	3.3	3.3	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	79-01-6	Trichloroethene (Trichloroethylene)	58	5	520	8.9	1,200	12	0.06	0.3	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	75-01-4	Vinyl chloride	0.46	0.28	7.9	1.1	170	1.1	0.01	0.07	U, Q	0.0018	U	0.18	U, Q	0.0022	U, Q	0.0022	U, Q	0.0018
	1330-20-7	Xylenes (Total)	16,000	320	410,000	320	41,000	5.6	150	150	U, Q	0.0018		20	U, Q	0.0022	U, Q	0.0022	Q	1.9

* Indicates that ADL is less than or equal to the specified remediation objective
---c No toxicity criteria available for this route of exposure
Analytical results in **bold** indicate detected parameter
 Analytical results in **bold** and **shaded indicate** detected parameter exceeds a TACO Tier 1 Soil Remediation Objective
Italicized analytical results indicate RL for parameter is greater than a Tier 1 Soil Remediation Objective
** Non TACO Chemicals; Remediation Objectives prepared by the IEPA's Toxicity Assessment Unit - Updated October 30, 2012
U Analyte not detected (less than Reporting Limit or Minimum Detection Limit)
Q Maximum holding time exceeded
V Indicates the sample was detected in both the sample and the associated method blank and was outside method blank acceptance
J3 The reported value failed to meet the established quality control criteria for either precision or accuracy possibly due to matrix effects
J5 Blank spike failed high, result was less than the reporting limit - impact on data may be minimal

Table 1B
Soil Analytical Results Table - Semi-Volatile Organic Compounds
Former Filling Station, 735 North Martin Luther King Jr. Drive

		Exposure Route-Specific Values for Soils						Soil Component of the Groundwater Ingestion Exposure Route		ADL	Concentration of PNA Chemicals in Background Soils***		18I0018-01		18I0018-02		18I0018-03		18I0018-04		18I0018-05	
		Residential Properties		Industrial-Commercial Properties		Construction Worker							X101 (SB1 2-3)		X102 (SB1 21-22)		X103 (SB2 2-3)		X104 (SB2 14-15)		X105 (SB3 2-3)	
CAS #	Analytical Parameter	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Class I (mg/kg)	Class II (mg/kg)	(mg/kg)	(mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	
83-32-9	Acenaphthene	4,700	---	120,000	---	120,000	---	570	2,900	*	0.13	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
208-96-8	Acenaphthylene**	2,300	---	61,000	---	61,000	---	85	420	*	0.07	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
98-86-2	Acetophenone	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
120-12-7	Anthracene	23,000	---	610,000	---	610,000	---	12,000	59,000	*	0.40	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
103-33-3	Azobenzene	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
56-55-3	Benzo(a)anthracene	0.9	---	8	---	170	---	2	8	*	1.8	U	0.053	U	0.056	U	0.18	U	0.056	U	0.16	
205-99-2	Benzo(b)fluoranthene	0.9	---	8	---	170	---	5	25	*	2.1	U	0.053	U	0.056	U	0.28	U	0.056	U	0.2	
207-08-9	Benzo(k)fluoranthene	9	---	78	---	1,700	---	49	250	*	1.7	U	0.053	U	0.056	U	0.096	U	0.056	U	0.069	
191-24-2	Benzo(g,h,i)perylene**	2,300	---	61,000	---	61,000	---	27,000	130,000	*	1.7	U	0.053	U	0.056	U	0.18	U	0.056	U	0.11	
50-32-8	Benzo(a)pyrene	0.09	---	0.8	---	17	---	8	82	*	2.1	U	0.053	U	0.056	U	0.18	U	0.056	U	0.13	
111-44-4	Bis(2-Chloroethyl) Ether	0.6	0.2	5	0.47	75	0.66	0.0004	0.0004	0.66	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
111-91-1	Bis(2-Chloroethoxy)methane	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
117-81-7	Bis(2-ethylhexyl)phthalate	46	31,000	410	31,000	4,100	31,000	3,600	31,000	*	---	U	0.18	U	0.19	U	0.19	U	0.19	U	0.19	
101-55-3	4-Bromophenyl-phenyl ether	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
85-68-7	Butyl benzyl phthalate	16,000	930	410,000	930	410,000	930	930	930	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
86-74-8	Carbazole	32	---	290	---	6,200	---	0.6	2.8	NA	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
59-50-7	4-Chloro-3-Methylphenol (3-Methyl-4-Chlorophenol)	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
106-47-8	4-Chloroaniline (p-Chloroaniline)	310	---	8,200	---	820	---	0.7	0.7	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
90-13-1	1-Chloronaphthalene	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
91-58-7	2-Chloronaphthalene (beta-Chloronaphthalene)**	6,300	---	160,000	---	41,000	---	49	240	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
95-57-8	2-Chlorophenol	390	53,000	10,000	53,000	10,000	53,000	1.5 - 4.0 ^{pH}	1.5 - 20 ^{pH}	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
7005-72-3	4-Chlorophenyl-phenyl Ether	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
218-01-9	Chrysene	88	---	780	---	17,000	---	1600	800	*	2.7	U	0.053	U	0.056	U	0.22	U	0.056	U	0.19	
95-50-1	1,2-Dichlorobenzene (o-Dichlorobenzene)	7,000	560	180,000	560	18,000	310	17	43	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
541-73-1	1,3-Dichlorobenzene	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
106-46-7	1,4-Dichlorobenzene (p-Dichlorobenzene)	---	11,000	---	17,000	---	340	2	11	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
120-83-2	2,4-Dichlorophenol	230	---	6,100	---	610	---	0.48 - 1.0 ^{pH}	0.48 - 1.0 ^{pH}	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
84-74-2	Di-n-butyl phthalate	7,800	2,300	200,000	2,300	200,000	2,300	2,300	2,300	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.064	
117-84-0	Di-n-octyl phthalate	1,600	10,000	41,000	10,000	4,100	10,000	10,000	10,000	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
528-29-0	1,2-Dinitrobenzene	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
99-65-0	1,3-Dinitrobenzene	7.8	---	200	---	200	---	0.0037	0.0037	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
100-25-4	1,4-Dinitrobenzene	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
606-20-2	2,6-Dinitrotoluene	0.9	---	8.4	---	180	---	0.0007	0.0007	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
51-28-5	2,4-Dinitrophenol	160	---	4100	---	410	---	0.2	0.2	---	---	U	0.18	U	0.19	U	0.19	U	0.19	U	0.19	
121-14-2	2,4-Dinitrotoluene	0.9	---	8.4	---	180	---	0.0008	0.0008	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
53-70-3	Dibenzo(a,h)anthracene	0.09	---	0.8	---	17	---	2	7.6	*	0.42	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
132-64-9	Dibenzofuran**	78	---	2,000	---	820	---	3	15	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
91-94-1	3,3'-Dichlorobenzidine	1	---	13	---	280	---	0.007	0.033	1.3	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
87-65-0	2,6-Dichlorophenol	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
84-66-2	Diethyl phthalate	63,000	2,000	1,000,000	2,000	1,000,000	2,000	470	470	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
131-11-3	Dimethyl phthalate**	---c	---	---	---	20,000	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
60-11-7	p-Dimethylaminoazobenzene	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
57-97-6	7,12-Dimethylbenzo(a)anthracene	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
105-67-9	2,4-Dimethylphenol	1600	---	41000	---	41000	---	9	9	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
534-52-1	4,6-Dinitro-2-methylphenol (4,6-dinitro-o-cresol)**	6.3	---	160	---	160	---	0.0023 - 0.0033 ^{pH}	0.0023 - 0.0033 ^{pH}	*	---	U	0.35	U	0.37	U	0.37	U	0.37	U	0.37	
122-39-4	Diphenylamine	2000	---	51000	---	4100	---	20	100	---	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
206-44-0	Fluoranthene	3,100	---	82,000	---	82,000	---	4,300	21,000	*	4.1	U	0.053	U	0.056	U	0.38	U	0.056	U	0.31	
86-73-7	Fluorene	3,100	---	82,000	---	82,000	---	560	2,800	*	0.18	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
118-74-1	Hexachlorobenzene	0.4	1	4	1.8	78	2.6	2	11	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
87-68-3	Hexachlorobutadiene**	78	---	2,000	---	200	---	2.2	11	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
77-47-4	Hexachlorocyclopentadiene	550	10	14,000	16	14,000	---	400	2,200	*	0.19	U	0.18	U	0.19	U	0.19	U	0.19	U	0.19	
67-72-1	Hexachloroethane	78	---	2,000	---	2,000	---	0.5	2.6	*	---	U	0.053	U	0.056	U	0.056	U	0.056	U	0.056	
1888-71-7	Hexachloropropene	---	---	---	---	---	---	---	---	---	---	U	0.053	U	0.056	U</						

Table 1B
Soil Analytical Results Table - Semi-Volatile Organic Compounds
Former Filling Station, 735 North Martin Luther King Jr. Drive

		Exposure Route-Specific Values for Soils						Soil Component of the Groundwater Ingestion Exposure Route		ADL (mg/kg)	18I0018-11		18I0018-12		18I0117-01		18I0117-02		18I0117-03	
		Residential Properties		Industrial-Commercial Properties		Construction Worker					X111 (SB6 2-3')		X112 (SB6 10-11')		X113 (SB7 2-3')		X114 (SB7 14-15')		X115 (SB8 2-3')	
		Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Class I (mg/kg)	Class II (mg/kg)		Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018
CAS #	Analytical Parameter									(mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)	Qualifier	Result (mg/kg)
83-32-9	Acenaphthene	4,700	---	120,000	---	120,000	---	570	2,900	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
208-96-8	Acenaphthylene**	2,300	---	61,000	---	61,000	---	85	420	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
98-86-2	Acetophenone	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
120-12-7	Anthracene	23,000	---	610,000	---	610,000	---	12,000	59,000	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
103-33-3	Azobenzene	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
56-55-3	Benzo(a)anthracene	0.9	---	8	---	170	---	2	8	*	U	0.06	U	0.29	U	0.061	U	0.057		0.074
205-99-2	Benzo(b)fluoranthene	0.9	---	8	---	170	---	5	25	*	U	0.06	U	0.29	U	0.061	U	0.057		0.11
207-08-9	Benzo(k)fluoranthene	9	---	78	---	1,700	---	49	250	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
191-24-2	Benzo(g,h,i)perylene**	2,300	---	61,000	---	61,000	---	27,000	130,000	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
50-32-8	Benzo(a)pyrene	0.09	---	0.8	---	17	---	8	82	*	U	0.06	U	0.29	U	0.061	U	0.057		0.072
111-44-4	Bis(2-Chloroethyl) Ether	0.6	0.2	5	0.47	75	0.66	0.0004	0.0004	0.66	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
111-91-1	Bis(2-Chloroethoxy)methane	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
117-81-7	Bis(2-ethylhexyl)phthalate	46	31,000	410	31,000	4,100	31,000	3,600	31,000	*	U	0.2	U	0.98	U, J7	0.21	U, J7	0.19	U, J7	0.21
101-55-3	4-Bromophenyl-phenyl ether	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
85-68-7	Butyl benzyl phthalate	16,000	930	410,000	930	410,000	930	930	930	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
86-74-8	Carbazole	32	---	290	---	6,200	---	0.6	2.8	NA	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
59-50-7	4-Chloro-3-Methylphenol (3-Methyl-4-Chlorophenol)	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
106-47-8	4-Chloroaniline (p-Chloroaniline)	310	---	8,200	---	820	---	0.7	0.7	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
90-13-1	1-Chloronaphthalene	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
91-58-7	2-Chloronaphthalene (beta-Chloronaphthalene)**	6,300	---	160,000	---	41,000	---	49	240	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
95-57-8	2-Chlorophenol	390	53,000	10,000	53,000	10,000	53,000	1.5 - 4.0 ^{PH}	1.5 - 20 ^{PH}	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
7005-72-3	4-Chlorophenyl-phenyl Ether	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
218-01-9	Chrysene	88	---	780	---	17,000	---	1600	800	*	U	0.06	U	0.29	U	0.061	U	0.057		0.089
95-50-1	1,2-Dichlorobenzene (o-Dichlorobenzene)	7,000	560	180,000	560	18,000	310	17	43	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
541-73-1	1,3-Dichlorobenzene	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
106-46-7	1,4-Dichlorobenzene (p-Dichlorobenzene)	---	11,000	---	17,000	---	340	2	11	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
120-83-2	2,4-Dichlorophenol	230	---	6,100	---	610	---	0.48 - 1.0 ^{PH}	0.48 - 1.0 ^{PH}	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
84-74-2	Di-n-butyl phthalate	7,800	2,300	200,000	2,300	200,000	2,300	2,300	2,300	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
117-84-0	Di-n-octyl phthalate	1,600	10,000	41,000	10,000	4,100	10,000	10,000	10,000	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
528-29-0	1,2-Dinitrobenzene	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
99-65-0	1,3-Dinitrobenzene	7.8	---	200	---	200	---	0.0037	0.0037	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
100-25-4	1,4-Dinitrobenzene	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
606-20-2	2,6-Dinitrotoluene	0.9	---	8.4	---	180	---	0.0007	0.0007	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
51-28-5	2,4-Dinitrophenol	160	---	4100	---	410	---	0.2	0.2	---	U	0.2	U	0.98	U	0.21	U	0.19	U	0.21
121-14-2	2,4-Dinitrotoluene	0.9	---	8.4	---	180	---	0.0008	0.0008	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
53-70-3	Dibenzo(a,h)anthracene	0.09	---	0.8	---	17	---	2	7.6	*	U	0.06	U	0.29	U	0.061	U	0.057		0.063
132-64-9	Dibenzofuran**	78	---	2,000	---	820	---	3	15	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
91-94-1	3,3'-Dichlorobenzidine	1	---	13	---	280	---	0.007	0.033	1.3	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
87-65-0	2,6-Dichlorophenol	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
84-66-2	Diethyl phthalate	63,000	2,000	1,000,000	2,000	1,000,000	2,000	470	470	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
131-11-3	Dimethyl phthalate**	---	---	---	---	20,000	---	---	---	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
60-11-7	p-Dimethylaminoazobenzene	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
57-97-6	7,12-Dimethylbenzo(a)anthracene	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
105-67-9	2,4-Dimethylphenol	1600	---	41000	---	41000	---	9	9	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
534-52-1	4,6-Dinitro-2-methylphenol (4,6-dinitro-o-cresol)**	6.3	---	160	---	160	---	0.0023 - 0.0033 ^{PH}	0.0023 - 0.0033 ^{PH}	*	U	0.4	U	1.9	U, J7	0.41	U, J7	0.37	U, J7	0.4
122-39-4	Diphenylamine	2000	---	51000	---	4100	---	20	100	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
206-44-0	Fluoranthene	3,100	---	82,000	---	82,000	---	4,300	21,000	*	U	0.06	U	0.29	U	0.11	U	0.057		0.14
86-73-7	Fluorene	3,100	---	82,000	---	82,000	---	560	2,800	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
118-74-1	Hexachlorobenzene	0.4	1	4	1.8	78	2.6	2	11	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
87-68-3	Hexachlorobutadiene**	78	---	2,000	---	200	---	2.2	11	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
77-47-4	Hexachlorocyclopentadiene	550	10	14,000	16	14,000	---	400	2,200	*	U	0.2	U	0.98	U	0.21	U	0.19	U	0.21
67-72-1	Hexachloroethane	78	---	2,000	---	2,000	---	0.5	2.6	*	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
1888-71-7	Hexachloropropene	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
193-39-5	Indeno(1,2,3-c,d)pyrene	0.9	---	8	---	170	---	14	69	*	U	0.06	U	0.29	U	0.061	U	0.057		0.1
465-73-6	Isodrin	---	---	---	---	---	---	---	---	---	U	0.06	U	0.29	U	0.061	U	0.057	U	0.06
78-59-1	Isophorone	15,600	4,600	410,000	4,600	410,000	4,600	8	8	*	U	0.06	U	0.29	U	0.061	U	0.057		

Table 1B
Soil Analytical Results Table - Semi-Volatile Organic Compounds
Former Filling Station, 735 North Martin Luther King Jr. Drive

CAS #		Analytical Parameter		Exposure Route-Specific Values for Soils						Soil Component of the Groundwater Ingestion Exposure Route		ADL (mg/kg)	1810117-04		1810117-05		1810018-12		1810018-12		1810018-12			
				Residential Properties		Industrial-Commercial Properties		Construction Worker					X116 (SB8 13-14)		X120 (SB8 22.5-23.5)		X117 (SB9 1-2)		X118 (SB9 1-2)		X119 (SB9 19-20)			
				Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Ingestion (mg/kg)	Inhalation (mg/kg)	Class I (mg/kg)	Class II (mg/kg)		Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018	Date Sampled:	9/4/2018
83-32-9	Acenaphthene	4,700	---	120,000	---	120,000	---	570	2,900	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
208-96-8	Acenaphthylene**	2,300	---	61,000	---	61,000	---	85	420	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
98-86-2	Acetophenone	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.058	U	0.057			
120-12-7	Anthracene	23,000	---	610,000	---	610,000	---	12,000	59,000	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
103-33-3	Azobenzene	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.058	U	0.057			
56-55-3	Benzo(a)anthracene	0.9	---	8	---	170	---	2	8	*	U	0.057	U	0.056		0.18		0.17	U	0.057				
205-99-2	Benzo(b)fluoranthene	0.9	---	8	---	170	---	5	25	*	U	0.057	U	0.056		0.33		0.29	U	0.057				
207-08-9	Benzo(k)fluoranthene	9	---	78	---	1,700	---	49	250	*	U	0.057	U	0.056		0.1		0.098	U	0.057				
191-24-2	Benzo(g,h,i)perylene**	2,300	---	61,000	---	61,000	---	27,000	130,000	*	U	0.057	U	0.056		0.14		0.13	U	0.057				
50-32-8	Benzo(a)pyrene	0.09	---	0.8	---	17	---	8	82	*	U	0.057	U	0.056		0.18		0.17	U	0.057				
111-44-4	Bis(2-Chloroethyl) Ether	0.6	0.2	5	0.47	75	0.66	0.0004	0.0004	0.66	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
111-91-1	Bis(2-Chloroethoxy)methane	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
117-81-7	Bis(2-ethylhexyl)phthalate	46	31,000	410	31,000	4,100	31,000	3,600	31,000	*	U, J7	0.19	U, J7	0.19	U, J7	0.2	U, J7	0.2	U, J7	0.19				
101-55-3	4-Bromophenyl-phenyl ether	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
85-68-7	Butyl benzyl phthalate	16,000	930	410,000	930	410,000	930	930	930	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
86-74-8	Carbazole	32	---	290	---	6,200	---	0.6	2.8	NA	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
59-50-7	4-Chloro-3-Methylphenol (3-Methyl-4-Chlorophenol)	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
106-47-8	4-Chloroaniline (p-Chloroaniline)	310	---	8,200	---	820	---	0.7	0.7	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
90-13-1	1-Chloronaphthalene	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
91-58-7	2-Chloronaphthalene (beta-Chloronaphthalene)**	6,300	---	160,000	---	41,000	---	49	240	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
95-57-8	2-Chlorophenol	390	53,000	10,000	53,000	10,000	53,000	1.5 - 4.0 ^{PH}	1.5 - 20 ^{PH}	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
7005-72-3	4-Chlorophenyl-phenyl Ether	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
218-01-9	Chrysene	88	---	780	---	17,000	---	1600	800	*	U	0.057	U	0.056		0.24		0.22	U	0.057				
95-50-1	1,2-Dichlorobenzene (o-Dichlorobenzene)	7,000	560	180,000	560	18,000	310	17	43	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
541-73-1	1,3-Dichlorobenzene	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
106-46-7	1,4-Dichlorobenzene (p-Dichlorobenzene)	---	11,000	---	17,000	---	340	2	11	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
120-83-2	2,4-Dichlorophenol	230	---	6,100	---	610	---	0.48 - 1.0 ^{PH}	0.48 - 1.0 ^{PH}	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
84-74-2	Di-n-butyl phthalate	7,800	2,300	200,000	2,300	200,000	2,300	2,300	2,300	*	U	0.057	U	0.056		0.31		0.058	U	0.057				
117-84-0	Di-n-octyl phthalate	1,600	10,000	41,000	10,000	4,100	10,000	10,000	10,000	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
528-29-0	1,2-Dinitrobenzene	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
99-65-0	1,3-Dinitrobenzene	7.8	---	200	---	200	---	0.0037	0.0037		U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
100-25-4	1,4-Dinitrobenzene	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
606-20-2	2,6-Dinitrotoluene	0.9	---	8.4	---	180	---	0.0007	0.0007		U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
51-28-5	2,4-Dinitrophenol	160	---	4100	---	410	---	0.2	0.2		U	0.19	U	0.19	U, J3	0.2	U	0.2	U	0.19				
121-14-2	2,4-Dinitrotoluene	0.9	---	8.4	---	180	---	0.0008	0.0008		U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
53-70-3	Dibenzo(a,h)anthracene	0.09	---	0.8	---	17	---	2	7.6	*	U	0.057	U	0.056		0.078		0.077	U	0.057				
132-64-9	Dibenzofuran**	78	---	2,000	---	820	---	3	15	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
91-94-1	3,3'-Dichlorobenzidine	1	---	13	---	280	---	0.007	0.033	1.3	U	0.057	U	0.056	U, J3	0.058	U	0.058	U	0.057				
87-65-0	2,6-Dichlorophenol	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
84-66-2	Diethyl phthalate	63,000	2,000	1,000,000	2,000	1,000,000	2,000	470	470	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
131-11-3	Dimethyl phthalate**	---	---	---	---	---	---	---	---	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
60-11-7	p-Dimethylaminoazobenzene	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
57-97-6	7,12-Dimethylbenzo(a)anthracene	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
105-67-9	2,4-Dimethylphenol	1600	---	41000	---	41000	---	9	9		U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
534-52-1	4,6-Dinitro-2-methylphenol (4,6-dinitro-o-cresol)**	6.3	---	160	---	160	---	0.0023 - 0.0033 ^{PH}	0.0023 - 0.0033 ^{PH}	*	U, J7	0.37	U, J7	0.37	U, J3, J7	0.39	U, J7	0.38	U, J7	0.38				
122-39-4	Diphenylamine	2000	---	51000	---	4100	---	20	100		U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
206-44-0	Fluoranthene	3,100	---	82,000	---	82,000	---	4,300	21,000	*	U	0.057	U	0.056		0.4		0.37	U	0.057				
86-73-7	Fluorene	3,100	---	82,000	---	82,000	---	560	2,800	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
118-74-1	Hexachlorobenzene	0.4	1	4	1.8	78	2.6	2	11	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
87-68-3	Hexachlorobutadiene**	78	---	2,000	---	200	---	2.2	11	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
77-47-4	Hexachlorocyclopentadiene	550	10	14,000	16	14,000	---	400	2,200	*	U	0.19	U	0.19	U	0.2	U	0.2	U	0.19				
67-72-1	Hexachloroethane	78	---	2,000	---	2,000	---	0.5	2.6	*	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
1888-71-7	Hexachloropropene	---	---	---	---	---	---	---	---	---	U	0.057	U	0.056	U	0.058	U	0.058	U	0.057				
193-39-5	Indeno(1,2,3-c,d)pyrene	0.9	---	8	---	170	---	14	69	*	U	0.057	U	0.056		0.19		0.17	U	0.057				
465-73-6	Isodrin	---	---	---	---	---	---	---	---	---	U	0.057	U	<										

Table 1C
Groundwater Analytical Results Table - Volatile Organic Compounds
Former Filling Station, 735 North Martin Luther King Jr. Drive

		Tier 1 Groundwater Remediation Objectives for the Groundwater Component of the Groundwater Ingestion Route		Tier 1 Groundwater Remediation Objectives for the Indoor Inhalation Exposure Route - Diffusion and Advection (Table H)		Tier 1 Groundwater Remediation Objectives for the Indoor Inhalation Exposure Route - Diffusion Only Diffusion Only (Table I)		18I0117-06		18I0115-05		18I0117-08		18I0115-01		18I0115-03	
								G101 (MW1)		G105 (MW2)		G104 (MW3)		G102 (MW4)		G103 (DUP MW4)	
								Date Sampled:	9/5/2018	Date Sampled:	9/5/2018	Date Sampled:	9/5/2018	Date Sampled:	9/5/2018	Date Sampled:	9/5/2018
		CAS #	Analytical Parameter	Class I (mg/L)	Class II (mg/L)	Residential (mg/L)	Ind./Com. (mg/L)	Qualifer	Result (mg/l)	Qualifer	Result (mg/l)	Qualifer	Result (mg/l)	Qualifer	Result (mg/l)	Qualifer	Result (mg/l)
TARGET COMPOUND LIST - VOLATILE ORGANIC PARAMETERS	67-64-1	Acetone	6.3	6.3	1000000	1000000	1000000	U	0.01	J1	0.010	U	0.01	J1	0.010	J1	0.010
	71-43-2	Benzene	0.005	0.025	0.11	0.41	0.41	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	108-86-1	Bromobenzene	---	---	---	---	---	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	74-97-5	Bromochloromethane	---	---	---	---	---	J7	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	75-27-4	Bromodichloromethane (Dichlorobromomethane)	0.0002	0.0002	6700	6700	6700	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	75-25-2	Bromoform	0.001	0.001	3.1	12	170	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	74-83-9	Bromomethane (Methyl bromide)	0.0098	0.049	---c	---c	---c	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	78-93-3	2-Butanone (Methyl ethyl ketone, MEK)**	4.2	4.2	10000	48000	220000	U	0.01	J1	0.01	U	0.01	J1	0.01	J1	0.01
	75-15-0	Carbon disulfide	0.7	3.5	67	210	170	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	56-23-5	Carbon tetrachloride	0.005	0.025	0.02	0.076	0.052	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	108-90-7	Chlorobenzene (Monochlorobenzene)	0.1	0.5	26	82	130	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	75-00-3	Chloroethane**	---	---	---	---	---	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	67-66-3	Chloroform	0.0002	0.001	0.07	0.15	0.17	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	74-87-3	Chloromethane**	---	---	---	---	---	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	124-48-1	Dibromochloromethane (Chlorodibromomethane)	0.14	0.14	2600	2600	2600	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	106-93-4	1,2-Dibromoethane	---	---	---	---	---	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	74-95-3	Dibromomethane	---	---	---	---	---	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	75-34-3	1,1-Dichloroethane	0.7	3.5	180	580	4100	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	107-06-2	1,2-Dichloroethane (Ethylene dichloride)	0.005	0.025	0.054	0.22	0.5	U	0.002	U	0.002	J3	0.002	U	0.002	U	0.002
	75-35-4	1,1-Dichloroethene	0.007	0.035	24	74	61	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	156-59-2	cis-1,2-Dichloroethene	0.07	0.2	3500	3500	3500	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	156-60-5	trans-1,2-Dichloroethene	0.1	0.5	16	51	58	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	563-58-6	1,1-Dichloropropene	---	---	---	---	---	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	78-87-5	1,2-Dichloropropane	0.005	0.025	0.12	0.48	0.67	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	142-28-9	1,3-Dichloropropane	---	---	---	---	---	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	594-20-7	2,2-Dichloropropane	---	---	---	---	---	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	10061-01-5	cis-1,3-Dichloropropene	0.001	0.005	0.14	0.52	0.42	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	10061-02-6	trans-1,3-Dichloropropene	0.001	0.005	0.14	0.52	0.42	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	100-41-4	Ethylbenzene	0.7	1	0.37	1.4	1.3	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	591-78-6	2-Hexanone**	0.035	0.035	---c	---c	---c	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	98-82-8	Isopropylbenzene (Cumene)	---	---	---	---	---	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	75-09-2	Methylene chloride (Dichloromethane)	0.005	0.05	2.1	8.2	12	U	0.005	J1	0.005	U	0.005	J1	0.005	J1	0.005
	1634-04-4	Methyl-tert-butyl ether	0.07	0.07	1900	6800	30000	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	108-10-1	4-Methyl-2-pentanone (Methyl Isobutyl Ketone)**	0.56	0.56	---c	---c	---c	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	100-42-5	Styrene	0.1	0.5	310	310	310	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	127-18-4	Tetrachloroethene (Perchloroethene)	0.005	0.025	0.094	0.34	0.26	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	75-69-4	Trichlorofluoromethane	---	---	---	---	---	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	108-88-3	Toluene	1	2.5	530	530	530	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	71-55-6	1,1,1-Trichloroethane	0.2	1	1000	1300	1300	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	79-00-5	1,1,2-Trichloroethane	0.005	0.05	4400	4400	4400	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	96-18-4	1,2,3-Trichloropropane	---	---	---	---	---	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	630-20-6	1,1,1,2-Tetrachloroethane	---	---	---	---	---	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	79-34-5	1,1,2,2-Tetrachloroethane**	0.00043	0.00043	---c	---c	---c	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	79-01-6	Trichloroethene	0.005	0.025	0.34	1.3	1.1	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002
	75-01-4	Vinyl chloride	0.002	0.01	0.028	0.21	0.065	U	0.002	J1	0.002	U	0.002	J1	0.002	J1	0.002
	1330-20-7	Xylenes (total)	10	10	30	93	96	U	0.002	U	0.002	U	0.002	U	0.002	U	0.002

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- NRO
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- U
- J1
- Q
- J7
- Parameter not analyzed
- No toxicity criteria available for this route of exposure
- Analytical results in **bold** indicate detected parameter
- Analytical results in **bold** and **shaded indicate** detected parameter exceeds a TACO Tier 1 Groundwater (GW) Remediation Objective
- Italicized analytical results indicate RL for parameter is greater than a Tier 1 GW Remediation Objective*
- No Remediation Objective established
- Analytical results represents combined total for m and p-Xylene isomers. More conservative p-Xylene Tier 1 values are present for comparison.
- Non TACO Chemicals; Remediation Objectives prepared by the IEPA's Toxicity Assessment Unit - Updated October 30, 2012
- Analyte not detected (less than Reporting Limit or Minimum Detection Limit)
- Surrogate compound recovery limits have not been met.
- Maximum holding time exceeded.
- Blank spike failed low - possible low bias or false non-detect

Table 1C
Groundwater Analytical Results Table - Volatile Organic Compounds
Former Filling Station, 735 North Martin Luther King Jr. Drive

			Tier 1 Groundwater Remediation Objectives for the Groundwater Component of the Groundwater Ingestion Route		Tier 1 Groundwater Remediation Objectives for the Indoor Inhalation Exposure Route – Diffusion and Advection (Table H)		Tier 1 Groundwater Remediation Objectives for the Indoor Inhalation Exposure Route – Diffusion Only (Table I)		18I0111-03		18I0111-02	
									G108 (SB8)		G107 (MW16)	
									Date Sampled:	9/5/2018	Date Sampled:	9/5/2018
CAS #	Analytical Parameter	Class I (mg/L)	Class II (mg/L)	Residential (mg/L)	Ind. /Com. (mg/L)	Residential (mg/L)	Ind. /Com. (mg/L)	Qualifer	Result (mg/l)	Qualifer	Result (mg/l)	
TARGET COMPOUND LIST - VOLATILE ORGANIC PARAMETERS	67-64-1	Acetone	6.3	6.3	1000000	1000000	1000000	1000000	U	0.01	U	0.01
	71-43-2	Benzene	0.005	0.025	0.11	0.41	0.41	2.6		0.0082	U	0.002
	108-86-1	Bromobenzene	---	---	---	---	---	---	U	0.002	U	0.002
	74-97-5	Bromochloromethane	---	---	---	---	---	---	U	0.002	J7	0.002
	75-27-4	Bromodichloromethane (Dichlorobromomethane)	0.0002	0.0002	6700	6700	6700	6700	U	0.002	U	0.002
	75-25-2	Bromoform	0.001	0.001	3.1	12	170	1300	U	0.002	U	0.002
	74-83-9	Bromomethane (Methyl bromide)	0.0098	0.049	---c	---c	---c	---c	U	0.002	U	0.002
	78-93-3	2-Butanone (Methyl ethyl ketone, MEK)**	4.2	4.2	10000	48000	220000	220000	U	0.01	U	0.01
	75-15-0	Carbon disulfide	0.7	3.5	67	210	170	820	U	0.002	U	0.002
	56-23-5	Carbon tetrachloride	0.005	0.025	0.02	0.076	0.052	0.31	U	0.002	U	0.002
	108-90-7	Chlorobenzene (Monochlorobenzene)	0.1	0.5	26	82	130	470	U	0.002	U	0.002
	75-00-3	Chloroethane**	---	---	---	---	---	---	U	0.002	U	0.002
	67-66-3	Chloroform	0.0002	0.001	0.07	0.15	0.17	1.1	U	0.002	U	0.002
	74-87-3	Chloromethane**	---	---	---	---	---	---	U	0.002	U	0.002
	124-48-1	Dibromochloromethane (Chlorodibromomethane)	0.14	0.14	2600	2600	2600	2600	U	0.002	U	0.002
	106-93-4	1,2-Dibromoethane	---	---	---	---	---	---	U	0.002	U	0.002
	74-95-3	Dibromomethane	---	---	---	---	---	---	U	0.002	U	0.002
	75-34-3	1,1-Dichloroethane	0.7	3.5	180	580	750	4100	U	0.002	U	0.002
	107-06-2	1,2-Dichloroethane (Ethylene dichloride)	0.005	0.025	0.054	0.22	0.5	3.5	U	0.002	U	0.002
	75-35-4	1,1-Dichloroethene	0.007	0.035	24	74	61	300	U	0.002	U	0.002
	156-59-2	cis-1,2-Dichloroethene	0.07	0.2	3500	3500	3500	3500	U	0.002	U	0.002
	156-60-5	trans-1,2-Dichloroethene	0.1	0.5	16	51	58	310	U	0.002	U	0.002
	563-58-6	1,1-Dichloropropene	---	---	---	---	---	---	U	0.002	U	0.002
	78-87-5	1,2-Dichloropropane	0.005	0.025	0.12	0.48	0.67	4.5	U	0.002	U	0.002
	142-28-9	1,3-Dichloropropane	---	---	---	---	---	---	U	0.002	U	0.002
	594-20-7	2,2-Dichloropropane	---	---	---	---	---	---	U	0.002	U	0.002
	10061-01-5	cis-1,3-Dichloropropene	0.001	0.005	0.14	0.52	0.42	2.6	U	0.002	U	0.002
	10061-02-6	trans-1,3-Dichloropropene	0.001	0.005	0.14	0.52	0.42	2.6	U	0.002	U	0.002
	100-41-4	Ethylbenzene	0.7	1	0.37	1.4	1.3	8.1		0.028	U	0.002
	591-78-6	2-Hexanone**	0.035	0.035	---c	---c	---c	---c	U	0.002	U	0.002
	98-82-8	Isopropylbenzene (Cumene)	---	---	---	---	---	---		0.085	U	0.002
	75-09-2	Methylene chloride (Dichloromethane)	0.005	0.05	2.1	8.2	12	84	U	0.005	U	0.005
	1634-04-4	Methyl-tert-butyl ether	0.07	0.07	1900	6800	30000	51000	U	0.002	U	0.002
	108-10-1	4-Methyl-2-pentanone (Methyl Isobutyl Ketone)**	0.56	0.56	---c	---c	---c	---c	U	0.002	U	0.002
	100-42-5	Styrene	0.1	0.5	310	310	310	310	U	0.002	U	0.002
	127-18-4	Tetrachloroethene (Perchloroethene)	0.005	0.025	0.094	0.34	0.26	1.6	U	0.002	U	0.002
	75-69-4	Trichlorofluoromethane	---	---	---	---	---	---	U	0.002	U	0.002
	108-88-3	Toluene	1	2.5	530	530	530	530	U	0.002	U	0.002
	71-55-6	1,1,1-Trichloroethane	0.2	1	1000	1300	1300	1300	U	0.002	U	0.002
	79-00-5	1,1,2-Trichloroethane	0.005	0.05	4400	4400	4400	4400	U	0.002	U	0.002
	96-18-4	1,2,3-Trichloropropane	---	---	---	---	---	---	U	0.002	U	0.002
	630-20-6	1,1,1,2-Tetrachloroethane	---	---	---	---	---	---	U	0.002	U	0.002
	79-34-5	1,1,2,2-Tetrachloroethane**	0.00043	0.00043	---c	---c	---c	---c	U	0.002	U	0.002
	79-01-6	Trichloroethene	0.005	0.025	0.34	1.3	1.1	6.7	U	0.002	U	0.002
	75-01-4	Vinyl chloride	0.002	0.01	0.028	0.21	0.065	0.75	U	0.002	U	0.002
	1330-20-7	Xylenes (total)	10	10	30	93	96	110		0.031	U	0.002

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- NRO
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- U
- J1
- Q
- J7
- Parameter not analyzed
- No toxicity criteria available for this route of exposure
- Analytical results in **bold** indicate detected parameter
- Analytical results in **bold** and **shaded** indicate detected parameter exceeds a TACO Tier 1 Groundwater (GW) Remediation Objective
- Italicized analytical results indicate RL for parameter is greater than a Tier 1 GW Remediation Objective*
- No Remediation Objective established
- Analytical results represents combined total for m and p-Xylene isomers. More conservative p-Xylene Tier 1 values are present for comparison.
- Non TACO Chemicals; Remediation Objectives prepared by the IEPA's Toxicity Assessment Unit - Updated October 30, 2012
- Analyte not detected (less than Reporting Limit or Minimum Detection Limit)
- Surrogate compound recovery limits have not been met.
- Maximum holding time exceeded.
- Blank spike failed low - possible low bias or false non-detect

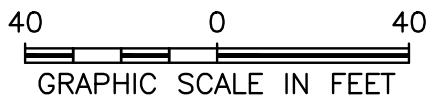
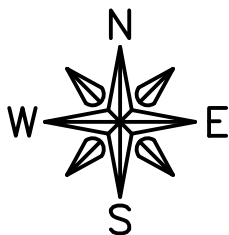
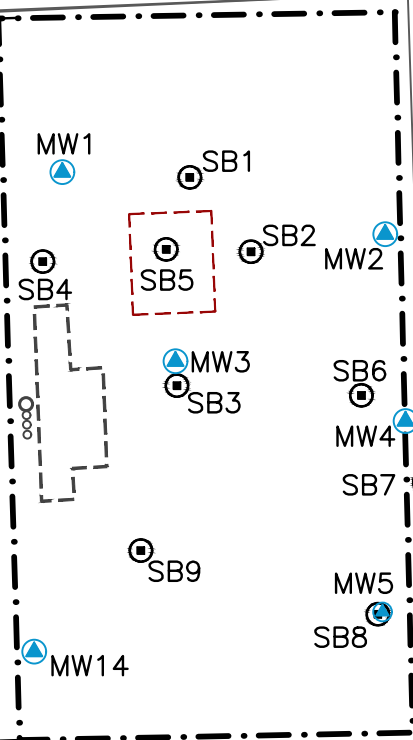
Table 1D
Groundwater Analytical Results Table - Inorganic Contaminants and pH
Former Filling Station, 735 North Martin Luther King Jr. Drive

			Tier 1 Groundwater Remediation Objectives for the Groundwater Component of the Groundwater Ingestion Route		18I0117-07		18I0115-05		18I0117-09		18I0115-02		18I0111-04	
					G101F (MW1 FILTER)		G105F (MW2 FILTER)		G104F (MW3 FILTER)		G102F (MW4 FILTER)		G108F (SB8 FILTER)	
					Date Sampled:	9/5/2018	Date Sampled:	9/5/2018	Date Sampled:	9/5/2018	Date Sampled:	9/5/2018	Date Sampled:	9/5/2018
CAS #	Analytical Parameter	Class I (mg/L)	Class II (mg/L)	Qualifer	Result (mg/l)	Qualifer	Result (mg/l)	Qualifer	Result (mg/l)	Qualifer	Result (mg/l)	Qualifer	Result (mg/l)	
TARGET COMPOUND LIST - INORGANIC PARAMETERS	7429-90-5	Aluminum**	3.5	5	U	0.1	U	0.1	U	0.1	U	0.1		0.153
	7440-36-0	Antimony	0.006	0.024	U	0.01	U	0.01	U	0.01	U	0.01	U	0.01
	7440-38-2	Arsenic	0.05	0.2	U	0.01	U	0.01	U	0.01	U	0.01	U	0.01
	7440-39-3	Barium	2	2		0.0295		0.0540		0.0464		0.0973		0.291
	7440-41-7	Beryllium	0.004	0.5	U	0.001	U	0.001	U	0.001	U	0.001	U	0.001
	7440-42-8	Boron	2	2		0.734		0.77		0.639		0.515		0.556
	7440-43-9	Cadmium	0.005	0.05	U	0.003	U	0.003	U	0.003	U	0.003		0.00329
	7440-70-2	Calcium	---	---		143		131		120		126		122
	7440-47-3	Chromium (total)	0.1	1.0	U	0.005	U	0.005	U	0.005	U	0.005	U	0.005
	7440-48-4	Cobalt	1	1	U	0.01	U	0.01	U	0.01	U	0.01	U	0.01
	7440-50-8	Copper	0.65	0.7	U	0.01	U	0.01	U	0.01	U	0.01	U	0.01
	57-12-5	Cyanide	0.2	0.6			---		---		---			
		Hardness	---	---		612		600		511		546		536
	15438-31-0	Iron	5	5		0.253		0.6070		0.108		2.0500		7.4
	7439-92-1	Lead	0.0075	0.1	U	0.005	U	0.005	U	0.005	U	0.005	U	0.005
	7439-95-4	Magnesium	---	---		62.2		66.2		51		56.4		56.1
	7439-96-5	Manganese	0.15	10		0.0393		0.4960		0.0645		0.9040		1.1
	7439-97-6	Mercury	0.002	0.01			---				---			
	7440-02-0	Nickel	0.1	2	U	0.005	U	0.005	U	0.005	U	0.005	U	0.005
	7440-09-7	Potassium	---	---		2.83	U	1.4		3.63		3.32		3.91
	7782-49-2	Selenium	0.05	0.05	U	0.025	U	0.025	U	0.025	U	0.025	U	0.025
	7740-22-4	Silver	0.05		U	0.003	U	0.003	U	0.003	U	0.003	U	0.003
	7440-23-5	Sodium	---	---		45.6		29.9		52.3		72.1		86.6
	7440-24-6	Strontium	4.2			0.259		0.283		0.184		0.219		0.203
	7440-28-0	Thallium	0.002	0.02	U	0.01	U	0.01	U	0.01	U	0.01	U	0.01
	7440-62-2	Vanadium	0.049	0.1	U	0.005	U	0.005	U	0.005	U	0.005	U	0.005
	7440-66-6	Zinc	5	10	U	0.025	U	0.025	U	0.025	U	0.025	U	0.025
	pH						Q	7.3					Q	---

-
- Parameter not analyzed
-
- No toxicity criteria available for this route of exposure
- #
- Analytical results in **bold** indicate detected parameter
-
- Analytical results in **bold** and **shaded indicate** detected parameter exceeds a TACO Tier 1 Groundwater (GW) Remediation Objective
- U
- Analyte not detected (less than Reporting Limit or Minimum Detection Limit)
- J1
- Surrogate compound recovery limits have not been met.
- Q
- Maximum holding time exceeded.

CENTRAL AVENUE

NORTH MARTIN LUTHER KING JR. DRIVE



LEGEND

- SOIL BORING (OSE, 2018)
- MONITORING WELL
- HIGHWAY AUTHORITY AGREEMENT

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

735 NORTH MARTIN
LUTHER KING JR. DRIVE
DECATUR, ILLINOIS 62523

EXHIBIT C
EXTENT OF HIGHWAY
AUTHORITY AGREEMENT

PIN: 04-12-11-354-037

DRWN: JMP DATE: 03/05/19 APPD: AG

JOB NO.: 18-772 PH04 PLOT DATE: 4/7/23

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2025
January

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Assisted payroll division with yearend payroll forms.
- Working with supervisors to verify data in the new electronic Employee portal system
- Testing is underway for Tyler MUNIS ERP (enterprise resource planning) system upgrade to version 2024.
- Work continues concerning implementation of the Tyler Content Management system to be used for the new Employee Web Access Portal and to store timecards for the Electronic Time and Attendance system to be implemented in 2025. Work continues on this sizable project.
- I and two other staff members attended the Servant Leadership training via remote access.
- A major infrastructure upgrade continues for the City's Server Room infrastructure to enforce deeper security compliance and strengthen computing environment security. This project is projected to be completed in the spring of 2025.
- Rollout of Multi Factor Authentication (MFA) for all City of Decatur Employees has begun and anticipates project to be complete for all personnel who access Information Technology assets from the City of Decatur data network.
- Continued Implementation of the Tyler New World Public Safety System for Police was delayed due to a Tyler decision to sunset one of the modules being implemented. New target date for active utilization of this software is November 2025.
- City received a significantly discounted quote from Bodine to complete the new fiber build east of the lake. This was city council approved this work on January 20th, 2025.
- In January 2025, IT processed 129 Help Desk tickets, resolving 103 during the initial point of contact with IT staff (80% First Call Resolution Rate (FCR)).

DECATUR ILLINOIS POLICE DEPARTMENT

2025 January Monthly Report

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

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	19
Patrol Officer	109
TOTAL	136

Budgeted **148**

Non-deployable: Officers at Academy or in FTO 12

Non-deployable: Officers on Injury Status 4

Retirements/Resignations Expected Next Month 2

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	16

Freedom of Information (FOIA) Requests

Month: 155 **YTD:** 155

DECATUR ILLINOIS POLICE DEPARTMENT

2025 January Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	0
Directed Patrols	68	68
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	3,775	3,775
Criminal Arrests	274	274
Felony Drug Arrests	13	13
Firearms Seized	11	11
Field Interviews	119	119
City Ordinance Arrests	7	7
Unlawful Use of Motor Vehicles	97	97

Traffic Accidents

	Amount	YTD
Traffic Accidents	214	214
Fatal Accidents	0	0
Personal Injury Accidents	30	30

Traffic Enforcement

	Amount	YTD
Traffic Citations	552	552
Written Warnings	278	278
Parking Citations	367	367

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	16	16
DUI's Involving Accidents	5	5
Electronic Communication Device Stops	10	10
Speeding Stops	158	158

DECATUR ILLINOIS POLICE DEPARTMENT

2025 January Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	623	grams	623	\$10 / gram	\$6,230
Cocaine - Powder	37	grams	37	\$100 / gram	\$3,700
Cocaine - Crack	18	grams	18	\$100 / gram	\$1,800
Heroin	64	grams	64	\$300 / gram	\$19,200
Ecstasy	28	hits	28	\$20 / hit	\$560
Meth	126	grams	126	\$100 / gram	\$12,600
K2/Pills	129	pills	129		

	Amount	YTD
Search Warrants	14	14
Currency Seized	\$14,090	\$14,090
Firearms Seized	6	6
Vehicles Seized	0	0
Arrests	10	10

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	169	169
Closed/Resolved Cases	118	118
Criminal Arrests	50	50
Homicides	2	2
Infant Death Investigations	0	0
Suicide Investigations	2	2
Missing Person Investigations	5	5
Computer/Cell/Tech Exams	80	80

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	13	13
Misdemeanor Arrests	1	1
TOTAL	14	14

	Amount	YTD
Sex Offender Registrations	139	139

**Public Works Department
Monthly Report
January 2025**

Engineering:

2023 Water Main Replacement Project:

Month Activity: All work is complete; work is on hold until spring for final restoration.

Project Background: The project was designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by City Council on September 18, 2023. The preconstruction meeting was held in October and the materials have been ordered. The Medial Drive has been completed. All patching work is complete and the new watermain is in operation. The remaining restoration work cannot be completed until the spring.

Water Sampling Stations:

Month Activity: All work is complete; work is on hold until spring for final restoration.

Project Background: The project was designed and advertised by Engineering Staff on October 18, 2023, with bids received on November 15, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by City Council on December 4, 2023.

2023 Storm Drainage Improvement Projects:

Month Activity: All work is complete; work is on hold until spring for final restoration.

Project Background: The project was designed and advertised by Engineering Staff on October 4, 2023 with bids received on October 25, 2023. A&R Mechanical, Inc provided the lowest responsible bid, and the contract was awarded by City Council on November 6, 2023. All work is complete except for the final restoration and asphalt patching. This work will be completed in

the spring

Sanitary Sewer Herbicide Root Control Project:

Month Activity: Herbicide was applied to the 1st year of the three-year project. The contractor will be back early 2025 for the 2nd year application.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. Dukes Root Control provided the lowest responsible bid, and the contract was awarded by the City Council on January 16, 2024.

2024 Trenchless Long Lining Project:

Month Activity: The contract work was completed in December. The alternate work is scheduled for March.

Project Background: The project was designed and advertised by Engineering Staff on May 22, 2024, with bids received on June 20, 2024. Insituform provided the lowest responsible bid, and the contract was awarded by City Council on July 1, 2024.

2024 State MFT Project:

Month Activity: The work is shut down for the year due to temperatures and the remaining work will not be completed until spring.

Project Background: The project was designed and advertised by Engineering Staff on July 24, 2024, with bids received on August 7, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by the City Council on August 19, 2024. The work was completed on Mound, Taylor and Wooddale and Wood Street will not be completed until the

Spring.

2024 Local MFT Project:

Month Activity: Sidewalk and curb and gutter work was completed in the South Shores areas, but the paving will not be completed in the spring due to temperature.

Project Background: The project was designed and advertised by Engineering Staff on August 21, 2024, with bids received on September 4, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by the City Council on September 16, 2024. Patching was completed on Franklin and Main St in October.

2024 Manhole Rehab Project:

Month Activity: All work is complete.

Project Background: The project was designed and advertised by Engineering Staff on August 24, 2024, with bids received on September 11, 2024. Culy Contracting provided the lowest responsible bid, and the contract is scheduled for consideration by the Council on October 7, 2024.

2024 Storm Drainage Improvement Projects:

Month Activity: Project submittals were provided by Entler; the work is expected to start in March.

Project Background: The project was designed and advertised by Engineering Staff on November 20, 2024, with bids received December 5, 2024. Entler Excavating provided the lowest responsible bid, and the contract was awarded by the City Council on December 16, 2024.

2024 Traffic Signal Improvement Project:

Project Background: The project was designed and advertised by Engineering Staff on December 18, 2024, with bids received January 22, 2025. Bodine Electric of Decatur provided the lowest responsible bid, and the contract was awarded by the City Council on February 3rd, 2025.

**MUNICIPAL SERVICES MONTHLY DATA
JANUARY 2025**

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	0 patches	0	
LS Replacement Asphalt	0 sq yds	0	
Milling / Asphalt	0 sq yds	0	
Miscellaneous / Asphalt	0	25	
Pothole Patch / Repair	2,783 patches	582	
Street Repair / Asphalt	0 sq yds	0	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	188	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	12.40 sq yds	24	
SS Utility Cuts / Sidewalk	0 sq ft	0	
Water Dept Cuts / Curb & Gutter	20.00 lineal ft	14	
Water Dept Cuts / Driveway	0 sq yds	0	

Water Dept Cuts / Pavement	94.5 sq yds	173	
Water Dept Cuts / Sidewalk	0 sq ft	0	
LS Replacement Sidewalk	0 sq ft	0	
LS Replacement Pavement	0 sq yds	0	
LS Replacement Driveways	0 sq yds	0	
LS Replacement Curbs/Gutters	0 ln ft	0	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		121	
Flowerbed Maintenance		1	
Fountain		0	
Sweeping / Downtown Parks		0	
Downtown Parks		9	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Electrical		11	
Service Calls / Other Departments		0	
Street Light Maintenance		128	
Traffic Signal Repair		275.50 Regular / 21 OT	
Warning Siren Maintenance		0	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	97.56%	520.92	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		110.5 Regular / 17 HC	

Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		48	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up		33	
Stump Removal	0	0	
Tree Removal	162 (inch diameter)	71.5 Regular / 4 HC	
Tree Trimming	22	71 Regular / 22 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		18	
Parking Lots/Garage Maintenance		10	
Parking Meter Collection		5.5	
Parking Meter Repair		4	
Special Projects / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	0 linear ft	0	
Catch Basin / Pumped	6	6	
Catch Basin / Repaired	1	21.5	
Culvert / Installed	0 linear ft	0	

Culvert / Jetted	0 linear ft	0	
Ditch / Cleaning	0 linear ft	0	
Storm Sewer / Jetted	0 linear ft	0	
Storm Sewer / Repaired	0	0	
Sanitary Back-up / Jetted	4,855 linear ft	35 Regular / 20 OT	
Sanitary Manholes / Pumped	0	0	
Sanitary Manholes / Repaired	0	0	
Sanitary Sewers / Cleaned	0 linear ft	0	
Sanitary Sewers / Jetted	0 linear ft	0	
Sanitary Sewers / Roots	590 linear ft	4	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3 rd Shift	0 miles	0	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	.9 miles	32	
Street Cleaning / Priorities	4.4 miles	7.5	
Street Cleaning / State Routes	0 miles	0	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	215	5 Regular / 7 HC	
Miscellaneous Traffic Control		28.5	
Mowing Entry Signs		0	
Signs / Installed	16	27 Regular / 1 HC	
Signs / Made	74	74 Regular / 34.50 HC	

Signs / Repaired	52	120 Regular / 13 HC	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		8	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	98	401	
72-hour / Travel Time		23	
Abatements (weed & brush)	0	0	
Home Secures	20	59	

**Water Production Division
Monthly Report
January 2025**

Lake Decatur Water Level: Lake Decatur ended the month of January at a water level of 612.9, a typical level. For January 2023 and January 2024, the end-of-the-month water elevation was the same, 612.9.

Water Production: 528.7 million gallons (MG) of potable water were pumped into the water distribution system, which is within the typical range for the month of January. In January 2023 and January 2024, the MG pumped was 569.5 and 538.0, respectively.

Bulk Water Station to Be Restored to Service in January: When designing the upgrades to the bulk water station, we wanted to provide significantly better service to our customers in terms of ease of payment and ease of dispensing water. The downside of reaching high is that we broke new ground in terms of technology, and it has taken longer to work out the bugs than we thought. The end product is finally coming together, and we expect it to be back in service by the end of February.

Sluice Gate Hoist Machinery Repair Progress: The broken gear on the north sluice gate is not a stock part item, and it has proven difficult to replace. We are negotiating the best price to build a new one and expect to get that worked out soon. In the meantime, we have had no problem managing the lake levels with only one sluice gate.

Chlorine Dioxide Loss of Service/Repair: Chlorine dioxide (ClO₂) is referred to as a “magic” chemical in water treatment circles because it helps all of the other process work more efficiently. We are fortunate to have that system because many other plants do not. A few weeks ago, our only chlorine dioxide generator went out of service because a key part broke down. It was original equipment from 1989. We found that it didn’t even have a part number, and the original manufacturer had been bought out several times. After a lot of leg work, a suitable replacement was found and installed. The Chemical Feed Upgrades project, which is now moving forward, will install a second chlorine dioxide generator.

Chemical Feed Upgrades Move Forward: The Chemical Feed Upgrades project, which was awarded to Henson Robinson in April 2024, is now moving forward in earnest. Much of the equipment for the new systems has now been delivered. The contractor will begin replacing systems one-by-one in February. This will take a focused effort from the entire water production team as systems are switched over. We are doing our best to ensure that the effects of Murphy’s law are minimal. Fortunately, we have a good team all around.

Harristown Vulcan Property Capacity Analysis: Intera Corporation will be performing a yield analysis for the newly acquired Harristown Vulcan Pit, and Northwater will be performing a bathymetry survey. The good news is that there is quite a bit of hydrogeological information already available. The only field work needed will be to measure the water surface elevations at the Sangamon River and at the gravel pit. After this information has been gathered, Intera will be able to develop a model to estimate how much recharged water will flow from the river to the pit as it is pumped down. They will provide upper and lower bounds on the yield estimate, which we will then use for the next phases of planning and design. Both contracts were less than \$40,000 and included in the adopted budget, so they were approved at the staff level.

Farm Revenues at \$56,048 for 2024: First Illinois Ag Group, our farm manager, provided a report on our farm revenues for 2024. Farm 1, collocated with our DeWitt County wellfield, was planted in corn and had a net income of \$29,290.69. Farm 2, which is on the small plots surrounding the Oakley Sediment Basin, lost \$1,092.43; and we are planning to convert these plots to switchgrass next year. Farm 4, the new acquisition near Lane in DeWitt County, was planted in soy and had a net income of \$24,273.51. Overall, the cash position of the farm account increased from \$37,533.08 to \$93,581.85. The federal farm relief assistance package passed late in 2024 hasn’t yet been received; the City will receive 40% of the payments disbursed through this program.

New Engineering Firm Visits: One of the strengths of the Public Works Department is a consistent business practice of selecting the best qualified consulting firm for any major new project. The process ensures that all interested firms have the chance to compete fairly on the basis of their experience and skills. HDR is a highly respected engineering firm with a strong presence in the water industry, but they have not historically been active in pursuing our projects.

After a recent conference, their Springfield office asked to meet with us and find out how they could assist us with future projects. On 1/28, we gave their top water engineer and two colleagues a tour of the plant; they were very impressed with its design, maintenance and operation. We expect to see them submitting proposals for our projects in the future.

Cybersecurity Threat Briefing: Macon County EMA hosted a briefing from the Illinois EMA regarding two Chinese state-sponsored cyber-attack units. Volt Typhoon and Volt Cyclone. They are targeting critical infrastructure, including water facilities. We continue to review and improve cybersecurity, as well as physical security. The City's IT department and our operations technology consultant, Concentric Integration, have both been proactive and in communication with one another.

Water Ambassador Program Kicks Off: The Water Production Division has enrolled in the Illinois Section of AWWA's (ISAWWA) Water Ambassador Program. This program seeks to promote the value of water to our customers. ISAWWA has provided a wealth of information we can share with elected officials and the public. We will be reorganizing our web presence to feature this information and will be organizing in-person events as well.

Servant Leadership Conference Follow-Up: Three of the managers in the Water Production Division had the opportunity to virtually attend sessions of the SGR servant leadership conference held on 1/27 and 1/28, and we enjoyed it. One follow-up action we took was to update the Google Maps listings for the water plant. We hope to do more to contribute to the City's brand in the future.

Cost-of-Service Study Progress/Setback: We have been working with Raftelis, a nationally recognized utility finance firm, who was made available to the City at no cost through the USEPA water technical assistance program. They were working on a cost-of-service and rate study for us. The last time a cost-of-service study was done for the Decatur water utility was in 1997. On 1/23, we had a productive meeting to review trends and projections for water revenues and expenses. Unfortunately, we were notified on 1/31 that the technical assistance program is now on hold due to new leadership at USEPA. We are currently seeking more information, as this study is vital to ensure adequate and equitable funding for the utility.

Lake Decatur Watershed Management Plan:

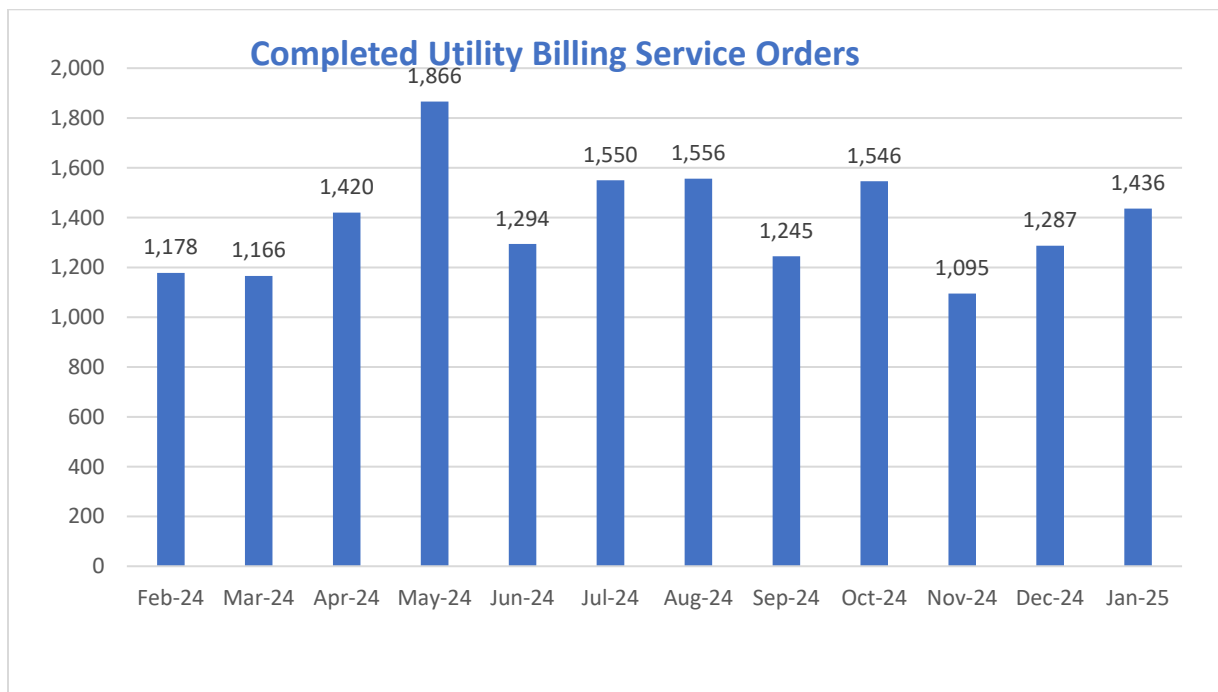
- We held our first Lake Decatur Volunteer Meeting in conjunction with the IDNR Biologist to discuss habitat structures for fishing populations in Lake Decatur. Approximately 32 people attended, and the next meeting is in March.
- The IEPA 2023 Section 319 grant was approved by the Council and awaiting signatures from IEPA.
- Staff attended the Stormwater and Erosion Control Workshop and the IEPA Herbicide Strategy Workshop.
- Staff are currently accepting 2025 RCPP applications for the upcoming deadline of April 18, 2025.

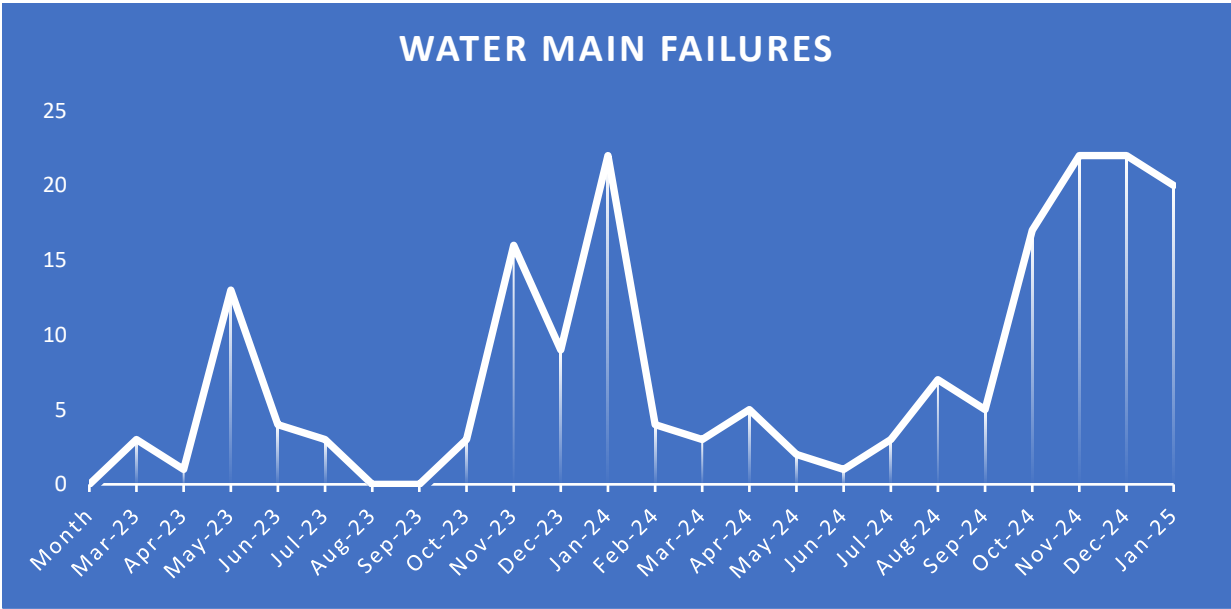
Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All these standards were met or exceeded this month.
- 2.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boats operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. Staff continue to work on gathering and interpreting data on sediment accumulation. In November, a report on sediment accumulation rates by decade during the 1920 – 1980 period was reviewed and discussed with Northwater. More analysis will be forthcoming.

January 2025 **Water Services:**

Water Services staff repaired 20 water main failures, 3 fire hydrants, 2 system valves, 8 water services and inspected 39 system control valves and 1 fire hydrant. Completed 91 miscellaneous distribution system orders and 1,332 Utility Billing service orders. Staff also responded to customer emergency requests caused by the cold weather conditions to replace 28 burst meters and completed 76 service shutoffs for burst household plumbing.





Transportation Services Department

Monthly Report

January 2025

Mass Transit Division

For the month of January, the Mass Transit staff completed the following projects:

1. Farebox replacement is pending awaiting IDOT approval. Fareboxes have not been replaced in over 30 years. If approved, IDOT grants will replace our existing drop box system farebox with state-of-the-art farebox validators. Allowing for the use of app and card-based payments on the buses.
2. A grant based concrete project to make improvements at the Multimodal Transit Center is awaiting IDOT approval. This will improve curb cuts, ADA accessibility, and sidewalk improvements.

Our ridership for the month consisted of the following:

Mon-Sun	Fixed Route	Paratransit	Total
Passenger Rides	60,570	1,296	61,866
Miles Driven	84,920	5,971	70,891
On Time Performance	86%	98%	
Train Delays	8	5	13

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

Snow removal and ice management was a priority for all facilities.

1. Transit Facilities: We need to replace the large double doors at the Transit Center (there are 6 of them) and remodel the Paratransit front desk office. These are both in the design phase.
2. Library Facilities:
 - a. Library: Roofing project still in progress. Chiller replacement underway.
3. Police Facilities: Monthly maintenance inspection completed and minor repairs made.
4. Civic Center:
5. MSC: Roofing project.
6. Fire Department: Ongoing repairs and projects across all fire stations.

Electric Vehicle (EV) Division

For the month of January, the EV staff completed the following projects:

1. EVRP plan is completed and the consultant is preparing the final packet.
2. Partnership with Ameren for the Ameren Electrification Plan. Plan has been completed and Ameren will award us \$75,000 towards our charging stations.
3. Consultation with Park District and Ameren to move towards initiating construction of the public EV charging stations at the Library, Civic Center, and Boat Docks/Amphitheater.

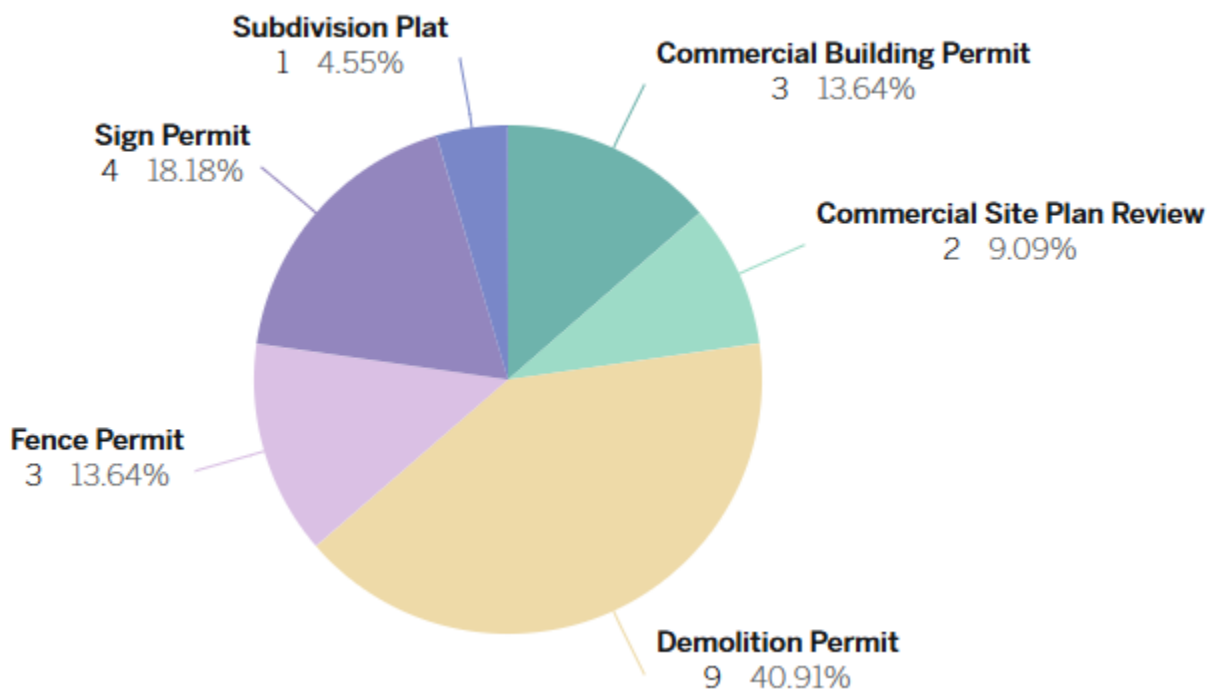
**ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT**

January 2025

PLANNING AND DEVELOPMENT DIVISION

For the month of January, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have a significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed twenty-two (22) submittals, broken down by review type below:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
0	115	\$53,050

BUILDING INSPECTIONS DIVISION

For January, we issued 139 permits broken down by permit type below. Of those, we had 4 permits with a value of over \$250,000. The Division performed 353 inspections and 4 consultations.

<u>PERMIT TYPE</u>	<u># ISSUED</u>	<u>WORK VALUE</u>
Commercial Building	6	\$29,011,451
Demolition	1	14,500
Electrical	14	487,164
Fire Protection System	0	0
Fence	3	13,200
Mechanical	14	68,044
Plumbing	33	362,662
Residential Building	7	104,223
Roof	36	571,502
Sign	3	77,700
Solar Photovoltaic System	21	790,851
Swimming Pool	1	130,000
Temporary Structure/Use	0	0
Wheelchair Ramp	0	0
TOTAL	139	\$31,631,297

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs.
- Staff is working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff participated in the monthly meeting with HUD grants manager. Technical assistance is provided as well as clarification on ongoing programmatic challenges and updates on how to proceed with timely expenditures of annual allocations of CDBG and HOME Investment funding.
- Staff began representing the department on the Wellness and Safety Committees.
- Staff continued to market the Façade program along the Jasper St. corridor.
- Staff continued public meetings and conversations with nonprofits, residents and businesses as we began the Consolidated Plan process for FY25-29.
- Staff working to finalize Carrie Lane project with Woodford Homes.
- Staff issued a Child Care grant for home daycare and daycare centers. Owner/operators can receive assistance for up to \$20,000.
- Staff attended Crisis Nursery presentation from the Birth to Five agency.
- Staff continue to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to various areas of the city.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention-related meetings, and events as required by HUD.
- Staff created a Property Maintenance class to go along with training for potential homebuyers.
- Staff held a public hearing to gain input for an amendment to the current plan.

- The City of Decatur's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants are in the form of roof replacements.
- Staff participated in 2025 Servant Leadership Conference
- Staff met with other community partners at the Hope Academy about ways to work together to help Hope staff and students become more effective.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff continue working with CICD staff to develop the Homebuyer Ecosystem process.
- Staff continues working with the consultant, (TESKA), Thriving Communities and local partners on the Great Streets, Great Neighborhoods Jasper St. project.
- Staff met with outside agencies, i.e. CoC, Homeless Advisory Council, Inner Agency All In meeting, SIA, GM Square, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of January 2025.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	107
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	27
No Garbage Service	5
Nuisance	27
Secure of Abandoned Buildings	22
Weeds	0
TOTAL	188

RE-INSPECTION VISITS	
Code Enforcement	453
Weeds	0
TOTAL	453

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	68
Weeds	0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	0

DEMOLITIONS	
Year-to-Date	
Demolished	0
New Cases	2
Sent to Legal	0
Sent to Council	0
Out to Bid	0
Contracts Granted	0
Contract Amount	\$0
Permits Issued	0
Permits Finaled	0
Active Demolitions	147

GARBAGE SERVICE COMPLAINTS	
Received	0

INVOICES*	
New Invoices	64
Dollar Amount	\$35,440.19

PAYMENTS RECEIVED**	
Weeds	\$0

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT

MEMORANDUM

2025-02

January 9, 2025

TO: Tim Gleason, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – January 2025

In January, the fire department responded to a total of 1,281 alarms. If this pace continues, the department is on track to exceed 15,000 alarms in 2025. This number already surpasses the number of alarms responded to in January 2024.

The department is currently in the process of hiring 8 recruits to attend the Spring 2025 Academy at the Illinois Fire Service Institute at the University of Illinois. These recruits are undergoing physical and psychological evaluations to ensure they are fully prepared for their careers in the fire service.

The inspector examination has been successfully completed, and Lieutenant Blake Johnson has been assigned as the new fire inspector. This brings the inspections division to full staffing, now under the leadership of newly promoted Deputy Chief of Fire Prevention, Brian Lockwood. Additionally, the final written exam for the Lieutenant list is scheduled for completion on February 12th. Currently, there are 2 open Lieutenant positions that will be filled once the list is certified.

Incident Type Category	2025		2025	
	Jan	Feb	Grand Total - Current	% of Total Incidents - Current
1 - Fire	29	10	39	2.00%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	1	1	0.00%
3 - Rescue & Emergency Medical Service Incident	927	306	1,233	72.00%
4 - Hazardous Condition (No Fire)	27	12	39	2.00%
5 - Service Call	121	38	159	9.00%
6 - Good Intent Call	98	31	129	8.00%
7 - False Alarm & False Call	79	22	101	6.00%
9 - Special Incident Type	0	0	0	0.00%
Grand Total	1,281	420	1,701	100.00%

Busiest Companies in January	
Engine 6	254
Engine 5	229
Engine 1	227
Engine 3	222
Truck 2	131

Fire Prevention Report:

In the month of January, the Fire Prevention Bureau conducted 10 Life Safety Inspections. Inspector Jones performed 5 Building Fire Investigations and 1 Vehicle Fire Investigation. Inspector Stevens performed 2 Building Fire Investigations. Inspector Jones conducted a Private School Inspection for St. Theresa High School. The Prevention Division installed 6 Residential Key Boxes and followed up with 4 public complaints. The details are below.

Inspections – 10

Fire Investigations – 7 Building Fires 1 Vehicle Fire

Training – Target Solutions, Everbridge Training

Smoke Detectors – 1

Key Boxes – 6

Public Complaint – 4

January Training Report:**Fire:****Engine & Truck Company Training:**

- All department members completed the mandatory annual fit test to ensure proper functioning of their personal SCBA mask that's part respiratory protection.

HEV Bus Training (In conjunction with City Transit):

- The fire department participated in a joint training session with City Transit focused on Hybrid Electric Vehicles (HEV), specifically buses.

- The training covered safety precautions, including how to handle electrical hazards, power-down procedures, and unique rescue techniques when dealing with hybrid or electric buses.
- Members also learned about the bus's electrical system, battery locations, and other essential features that could impact emergency response.
- Collaboration with City Transit allowed hands-on experience and direct interaction with transit officials to ensure effective and safe responses during potential incidents.

Probationary Firefighters:

- Officers have been documenting and practicing successfully tasks completed and note any areas for improvement. Each task is usually described with clear criteria for successful completion. Officers may also introduce new tasks or scenarios that challenge the firefighter's knowledge and adaptability.

EMS:

- All members completed the mandatory Bloodborne Pathogens yearly requirement. This is a requirement for employees to ensure they understand the risks of exposure to bloodborne pathogens and know how to protect themselves.
- Advanced members completed their ACLS (Advanced Cardiovascular Life Support) and PALS (Pediatric Advanced Life Support) recertifications to maintain their EMT licenses. These certifications are crucial for EMTs to ensure they're up to date with life-saving procedures, especially in critical situations involving adults and children.

Special Operations:

Confined Space Rescue:

- Personnel received specialized training on confined space operations, including entry, rescue techniques, and safety protocols specific to these high-risk environments.
- The training emphasized the importance of teamwork, communication, and swift decision-making during confined space rescues.

Rope Rescue Techniques:

- Members also trained in advanced rope rescue techniques, which are critical for high-angle rescues or situations requiring vertical extrication.
- The training covered knot tying, rigging systems, and safety measures to ensure effective rescue operations.