



**Monday, February 3, 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 January 21, 2025 City Council Meeting

### **IV. Unfinished Business**

### **V. New Business**

1. Resolution Authorizing the City of Decatur to Affect a Funds Transfer from the Capital Fund to the Community Revitalization Fund
2. 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
3. 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
4. Resolution Authorizing Intergovernmental Agreement for Rural Public Transportation Services
5. Resolution Authorizing Intergovernmental Agreement Incorporating Village of Mt. Zion into the City of Decatur's Urban Transit Network

6. Resolution Authorizing Intergovernmental Agreement Incorporating Village of Forsyth into the City of Decatur's Urban Transit Network
7. City Manager Update
8. 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 Annexing Territory 3047 Lakeland Road
  - B. Ordinance Annexing Territory 2965 South Wheatland Road
  - C. Resolution Authorizing Acceptance of a Sourcewell Contract for the Purchase of One (1) Stump Grinder from Vermeer Sales & Service
  - D. Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) Backhoe
  - E. 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
  - F. Resolution Accepting the Bid Price of CDS Office Technologies for the Purchase of Computer Equipment for Six (6) 2025 Ford Police Interceptor Vehicles
  - G. Resolution Authorizing a Professional Services Agreement with MunicipalH2O to Prepare Compliance Documents for the American Water Infrastructure Act of 2018
  - H. Resolution Authorizing a Professional Services Agreement with Lisa Bonnett
  - I. 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
  - J. 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
  - K. Resolution Authorizing Professional Service Agreement with Milliman Inc. for Actuarial Services Regarding City of Decatur Retiree Health Care Benefits
  - L. Resolution Authorizing Professional Service Agreement with Milliman Inc. for Actuarial Services Regarding Police and Firefighters' Pension Plans
  - M. Resolution Authorizing Annual Payment to the Economic Development Corporation of Decatur and Macon County (EDC) for Administration of the Decatur Macon County Enterprise Zone

## VI. Other Business

**VII. Adjournment**

CITY COUNCIL MINUTES  
Tuesday, January 21, 2025

On Tuesday, January 21, 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 David Horn, Ed Culp, Dennis Cooper, Lisa Gregory, Pat McDaniel and Mayor Moore Wolfe. Councilman Chuck Kuhle was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Ms. Laura Dean, Associate Professor at Millikin University along with her student, Maggie Schrage, presented a proclamation proclaiming January 2025 as Human Trafficking Awareness Month.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Ashley Robinson, Jesse Robinson and James Taylor.

Council members responded to citizens' comments regarding annexations.

The minutes of December 16, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members David Horn, Ed Culp, Dennis Cooper, Lisa Gregory, Pat McDaniel, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Ms. Ruby James, Director of Finance, presented the Treasurer's Financial Report.

R2025-01 Resolution Receiving and Filing Proposed Annexation Agreement Located Generally North of I-72 and West of State Route 48, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Cordaryl Patrick, Economic and Community Development Director, gave an overview of the following two Resolutions as they related to the same project.

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

R2025-02 Resolution Scheduling Public Hearing for Proposed Annexation Agreement Located Generally North of I-72 and West of State Route 48, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

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

R2025-03 Resolution Authorizing Acceptance of Bodine Proposal Regarding City Fiber Extension from Eisenhower High School to Firehouse 7, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Tim Gleason gave an overview of the Resolution.

Mr. Jim Edwards, Director of IT, answered questions from Council members regarding a future overview or update on fiber and broadband.

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

Ms. Lacie Elzy, Director of Transportation Services, presented results from a Comprehensive Operations Analysis that included Mobility on Demand, expanded hours and higher frequency on popular routes.

City Manager Gleason presented the City Manager Update and announced new hires, promotions and retirements. New hires: Shane Conaway, Service Worker; Austin Harbin, Accounting Assistant; William Cutright-Werkman, Bryton Fuchs, Logan Jordan, Lacey Middleton and Stephen Vickers, Police Patrol Officers. Promotions: Brian Lockwood, Deputy Fire Chief, Prevention & Administration; Toby Jackson, Deputy Fire Chief, Training; Anthony “Rocky” Maldonado, Battalion Chief; Brad Lockwood, Fire Captain; Eric Matthews, Police Sergeant; Jason Danner, Police Sergeant; Randy Stewart, Neighborhood Service Officer; Tina Oros, Parts Person and Kim Eubanks, Deputy City Clerk. Retirements: Dan Wise, Police Sergeant; Charlie Hendricks, Detective and Danny Hoult, Neighborhood Service Officer.

City Manager Gleason announced the launch of two Hybrid E-gen Flex electric hybrid buses and provided an update on snow operations performed by the Public Works Department in the month of January.

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

R2025-004 Item A. Resolution Authorizing Agreement with U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant Funds (CDBG) Funds FY2024

R2025-005 Item B. Resolution Authorizing Second Memorandum of Understanding Between the City of Decatur and the Decatur Public Library and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO on Behalf of AFSCME Local 268

R2025-006 Item C. Resolution Authorizing the Certifications and Assurances of the 2024 Byrne Justice Assistance Grant

R2025-007 Item D. Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Macon and the City of Decatur for Distribution of the 2024 Byrne Justice Assistance Grant

R2025-008 Item E. Resolution Authorizing the Purchase of Graykey License Renewal from Magnet Forensics for the Decatur Police Department

R2025-009 Item F. Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) Grapppler Truck

R2025-010 Item G. Resolution Accepting a Sourcewell Contract for the Purchase of Three (3) Dump Trucks

R2025-011 Item H. Resolution Authorizing Execution of a Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur

R2025-012 Item I. Resolution Authorizing a Two-Year Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring, Upper Sangamon River Watershed

R2025-013 Item J. Resolution Authorizing a Four-Year Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Real-Time Mahomet Aquifer Monitoring

2025-001 Item L. Ordinance Annexing Territory 3070 Lakland Road

R2025-115 Item M. Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)

R2025-116 Item N. Resolution Approving Reappointment- Public Building Commission

R2025-117 Item O. Resolution Approving Reappointments - Decatur Area Convention and Visitors Bureau

R2025-118 Item P. Resolution Approving Appointment - Decatur Area Convention and Visitors Bureau

Item Q. Receiving and Filing of Minutes of Boards and Commission

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

R2025-114 Resolution Authorizing a Cash Rent Farm Lease with Craig Hill for Two DeWitt County Farms, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Councilman Horn encouraged staff to consider alternatives to traditional farming on city owned land to reduce nutrients going into the watershed.

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

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

Council members discussed lane reductions in an effort to slow down traffic and thanked the Public Works Department for their snow removal efforts.

There being no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 6:29 p.m. pursuant to Open Meetings Act Section 2(c)(1), the appointment, employment, compensation, discipline, performance or dismissal of specific employees.

Councilwoman Gregory moved to Recess to Closed Executive Session, seconded by Councilman Culp and on call of the roll, Council members David Horn, Ed Culp, Dennis Cooper, Lisa Gregory, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session at 8:16 p.m.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 8:16 p.m.

Approved \_\_\_\_\_  
Kim Althoff  
City Clerk

**LETTER to the DECATUR CITY COUNCIL  
Finance Department**

**DATE:** February 3, 2025

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

**FROM:** Tim Gleason, City Manager  
Ruby F. James, City Treasurer & Chief Financial Officer

**SUBJECT:** Resolution Authorizing the City of Decatur to Affect a Funds Transfer from the Capital Fund to the Community Revitalization Fund

**SUMMARY RECOMMENDATION:**

The City Administration recommends City Council approval to move \$1.235 million from Capital Projects Fund (45) (Council Economic Development Contingency) to Community Revitalization Fund (84) to cover unanticipated demolitions in Fiscal Year 2024.

**BACKGROUND:**

Fund 84, Community Revitalization, exceeded budget in Fiscal Year 2024 due to unanticipated demolitions such as the YWCA and raising two school buildings. Other funds such as ADM sequestration and available TIF District funding were utilized prior to recommending funds from Capital Projects contingency, which are essentially funds available to council for future economic development. There currently remains a cash deficit in Fiscal Year 2025 of \$1.235 million as a result of these unanticipated demolitions in Fiscal Year 2024. Therefore, it is necessary to obtain alternate funding for Community Revitalization to start Fiscal Year 2025 with a zero balance in cash.

**POTENTIAL OBJECTION:**

There are no known objections.

**INPUT FROM OTHER SOURCES:**

No input from other sources.

**STAFF REFERENCES:**

Ruby F. James, City Treasurer & Chief Financial Officer

**BUDGET/TIME IMPLICATIONS:**

Funding the 2024 Fund 84 deficit cash balance will allow Fund 84 to begin the 2025 budget year with a zero cash balance.

**RESOLUTION NO. 2025 –**  
**RESOLUTION AUTHORIZING THE CITY OF DECATUR TO AFFECT A FUNDS**  
**TRANSFER FROM CAPITAL PROJECTS FUND TO COMMUNITY**  
**REVITALIZATION FUND**

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WHEREAS Community Revitalization Fund (84) currently has a deficit cash balance as a result of ending Fiscal Year 2024 with a deficit cash balance of \$1.235 million, and

WHEREAS Community Revitalization Fund (84) experienced unanticipated demolition expenditures in Fiscal Year 2024, and

WHEREAS the Administration desires to start Fiscal Year 2025 with a zero cash balance in Community Revitalization,

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

Section 1. That the City Treasurer be directed to transfer the amount of \$1.235 million in cash balance from the Capital Projects Fund (45) to the Community Revitalization Fund (84).

PRESENTED and ADOPTED this 3<sup>rd</sup> day of February 2025.

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Julie Moore Wolfe, Mayor

ATTEST:

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Kimberly Althoff, City Clerk

**COUNCIL MEMO - 1**  
**Finance Department**

**DATE:** February 3, 2025

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

**FROM:** Tim Gleason, City Manager  
Ruby F. James, City Treasurer & Chief Financial Officer

**SUBJECT:** 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

**SUMMARY RECOMMENDATION:**

City Administration recommends City Council approval of the attached Ordinance.

**BACKGROUND:**

City Council adopted the Fiscal Year 2024 Budget and Appropriation Ordinance for the purpose of defraying the expenses of certain departments and funds of the City of Decatur for the fiscal year beginning January 1, 2024 and ending December 31, 2024.

It is now necessary to reconcile the budget and appropriate additional funds for operational expenditures for the City to effect provision of services to its citizens which were not anticipated at the time of adoption nor in previous amendments.

- Olde Town TIF Fund (19) appropriate \$700,000 for advance debt payments and final payouts due to the TIF closing.
- State Drug Enforcement Fund (25) appropriate \$70,000 for operational and small capital expenses to this fund in lieu of using the General Fund.
- Pines Shopping Center TIF Fund (28) appropriate \$25,000 due to a larger than budgeted payment to the developer.
- Grand & Oakland TIF Fund (29) appropriate \$10,000 due to a larger than budgeted payment to the developer.
- The Building Fund (34); appropriate \$10,000 for capital expenses.
- Band Fund (36) appropriate \$20,000 due to increased costs for professional services and salaries.
- Library Capital Fund (58) appropriate \$200,000 for capital items.

- Equipment Replacement Fund (61) appropriate \$900,000 for capital items paid for with legal settlement revenues.
- DCDF Fund (82) appropriate \$6,000 for the final transfer for closeout of the fund being higher than budget.
- Community Revitalization Fund (84) appropriate \$1.6 million for demolition expenses being in excess of budget due to unanticipated demolitions such as the downtown YWCA building.
- Water Reserve Fund (86) appropriate \$6.5 million for an unbudgeted land purchase of a gravel quarry.
- Fire Pension Fund (90) appropriate \$350,000 for the additional employer portions of overtime and other payroll costs.
- Police Pension Fund (91) appropriate \$600,000 for the additional employer portions of overtime and other payroll costs.

**POTENTIAL OBJECTION:**

There are no known objections.

**INPUT FROM OTHER SOURCES:**

No input from other sources.

**STAFF REFERENCES:**

Tim Gleason, City Manager  
 Ruby F. James, City Treasurer & Chief Financial Officer  
 Anthony Cooling, Budget and Revenue Officer

**BUDGET/TIME IMPLICATIONS:**

Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

**ORDINANCE NO. 2025 –**

**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**

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**WHEREAS**, on December 4, 2023, City Council adopted the Fiscal Year 2024 Budget and Appropriation Ordinance for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2024 and ending December 31, 2024.

**WHEREAS**, it is now necessary to appropriate additional funds for operational expenditures for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adoption.

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

**SECTION 1.** The following amounts are hereby appropriated in the fiscal year ending December 31, 2024 and set apart within the following designated funds for expenditures as follows:

| Fund                            | \$ Amount  |
|---------------------------------|------------|
| Olde Town TIF (#19)             | 700,000    |
| State Drug Enforcement (#25)    | 70,000     |
| Pines Shopping Center TIF (#28) | 25,000     |
| Grand & Oakland TIF (#29)       | 10,000     |
| Building (#34)                  | 10,000     |
| Band (#36)                      | 20,000     |
| Library Capital (#58)           | 200,000    |
| Equipment Replacement (#61)     | 900,000    |
| DCDF (#82)                      | 6,000      |
| Community Revitalization (#84)  | 1,600,000  |
| Water Reserve (#86)             | 6,500,000  |
| Fire Pension (90)               | 350,000    |
| Police Pension (91)             | 600,000    |
|                                 |            |
| Total                           | 10,991,000 |

**SECTION 2.** This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 3<sup>rd</sup> day of February 2025.

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Julie Moore Wolfe, Mayor

ATTEST:

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Kimberly Althoff, City Clerk

**DATE:** 2/3/2025

**MEMO:** 2025-08

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

**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works  
Robert Weil, Water Production Manager

**SUBJECT:**

**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**

**SUMMARY RECOMMENDATION:** It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest a Resolution approving a professional services agreement with Burns & McDonnell Engineering Company, Inc. to provide engineering services for Disinfection Byproduct Reduction for a fee not to exceed \$258,800.00

**BACKGROUND:**

The Safe Drinking Water Act, now in place for 50 years, has greatly improved public health. It imposes regulations based on scientific analysis of potentially harmful substances in water. Many substances have been added to the regulations since the act was first adopted, including a class of substances referred to as disinfection byproducts (DPBs).

Disinfection of drinking water with chlorine, first accomplished in 1908, has been recognized as one of the greatest public health achievements of the 20<sup>th</sup> century (Center for Disease Control). Cholera and typhoid fever were virtually eliminated in the US as chlorination became commonly practiced, then required by law.

However, new science in the late 20<sup>th</sup> century found that chlorine disinfection can have negative side effects. When there is a high degree of natural organic matter (NOM) in the source water, it will react with chlorine to form halogenated compounds that pose health risks if consumed at higher-than-recommended levels over a long period of time. Regulations were adopted in 1998 and 2006 limiting the maximum level of “total trihalomethanes”, or TTHMs, to 80 parts per billion on a running annual average. The formation of TTHMs is much higher during the warmest months of the year. A reason for this is that warm conditions naturally favor organic growth; also, the chemical reactions proceed more quickly at higher temperatures. The length of time that chlorine is in contact with organic compounds is also a major factor in TTHM formation.

The City of Decatur water utility has never had a violation of DBP limits since the regulations were first adopted. However, the TTHM has recently been increasing, especially in the outer edges of the system, areas where the age of the treated water allows longer contact between chlorine and NOM. The reason for the increasing trend is likely the fact that a new regulation imposed in 2020 required more chlorine to be added to the treated water. Increased chlorine levels lead directly to increased DBP levels.

An engineering report prepared in 2020 by Strand Associates provided recommendations on how best to meet and maintain the increased levels of chlorine in the water distribution system. It also provided one option to reduce DBP levels if needed. In response to the upward trend, staff recommended that option, ground reservoir aeration, to Council in the 2025 capital budget, and it was approved. The increase in DBP in the City's water has increased the priority of getting proper control measures in place at a quicker pace.

### **Request for Proposals**

On September 19, 2024, the City issued a request for proposals and qualifications to provide professional services to assist City staff with DBP reduction. Proposals were received on October 17, 2024. Four firms submitted formal statements of qualification. The section committee, composed of water production and engineering staff, reviewed the proposals and selected the Burns & McDonnell Engineering Company, Inc., as the firm best able to serve the City in performing the requested services. They have a strong track record in solving this problem in a cost-effective way for comparable water utilities.

### **Engineering Services Agreement**

The scope of services proposed by Burns & McDonnell includes short-term as well as long-term solutions.

1. Initially, the consultant will review our existing treatment processes to evaluate the potential to reduce even more NOM than we already do. (Note: Burns and McDonnell noted that the City is already well ahead of its peers in NOM removal.)
2. Next, the consultant will work with staff to initially screen potential long-term solutions. These could include aeration of the treated water, as recommended by Strand; increased use of the nitrate removal facility; alternative treatment chemicals; filtering with granular activated carbon; or other options.
3. During the warmest months of 2025, an extensive battery of water chemistry testing will be performed, which will provide the data to select the optimum solution(s).
4. Finally, the consultant will recommend capital project(s) to include in the recommended CIP budget for 2026. They will also assist with preparing funding applications from the State Revolving Fund (SRF) program.

**LEGAL REVIEW:** The form of agreement was approved to Corporate Council on 1/14/25.

### **PRIOR COUNCIL ACTION:**

The project is included in the FY 2025 budget.

**POTENTIAL OBJECTIONS:** There are no known objections.

### **INPUT FROM OTHER SOURCES:**

Paul St. Aubyn, Burns and McDonnell

**STAFF REFERENCE:** Tim Gleason, City Manager; Matt Newell, Public Works Director; and Robert Weil, Water Production Manager. Matt Newell will be available at the City Council meeting to answer any questions. The memo was written by Robert Weil.

**BUDGET/TIME IMPLICATIONS: Budget Impact:** The proposed engineering services agreement is for \$258,800.00. Funding for this project is allocated in the adopted budget.

**Staffing Impact:** Staff time is allocated to manage the project. The work will commence immediately and

should be completed within 12 months.

**ATTACHMENTS:**

1. 2025-08 Resolution Authorizing a PSA with Burns and McDonnell Eng for DBP Reduction

RESOLUTION NO. \_\_\_\_\_

**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**

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

Section 1. That the Professional Engineering Services Agreement for Burns & McDonnell Engineering Company, Inc., presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Burns & McDonnell Engineering Company, Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Burns & McDonnell Engineering Company, Inc., for a fee not to exceed \$258,800.00.

PRESENTED and ADOPTED this 3<sup>rd</sup> day of February 2025.

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Julie Moore Wolfe, Mayor

Attest:

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Kim Althoff, City Clerk

CITY OF DECATUR  
CONSULTING SERVICES AGREEMENT  
For  
DISINFECTION BYPRODUCT REDUCTION  
CITY PROJECT 2025-04

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

Burns & McDonnell Engineering Company, Inc. ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

**SCOPE OF WORK**

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

**SECTION I. GENERAL**

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

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

## **SECTION II. BASIC SERVICES**

The basic services will include those described in Exhibit A.

## **SECTION III. CITY'S RESPONSIBILITIES**

The City shall,

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

- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).
- J. INFORMATION SUPPLIED BY CITY. Consulting Engineer shall be entitled to rely upon the accuracy and completeness of services and information furnished by City and its Consulting Engineers, agents and representatives, and Consulting Engineer shall have no duty to investigate the accuracy or completeness of such services or information. Consulting Engineer shall provide notice to City if Consulting Engineer becomes aware of any errors, omissions or inconsistencies in the services or information furnished by the City.

#### **SECTION IV. GENERAL CONSIDERATIONS**

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting Engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
  2. Policy Form. All policies except for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
  3. Additional Insured. The City of Decatur and its officers and employees shall be included as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy.
  4. Qualification of Insurers. All policies will be written with insurance carriers authorized to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
  5. Time of Submission; Certificate of Insurance. At the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with Acord certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. A sample certificate is attached hereto as Exhibit E and shall be replaced by the final certificate of insurance prior to commencing any work activity on this project. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative prior to policy expiration. The certificate must evidence the following per this written Agreement:

- a. Name and address of party insured.
  - b. Name(s) of insurance company or companies.
  - c. Name and address of authorized agent executing such certificate.
  - d. Description of type of insurance and coverage afforded thereunder.
  - e. Insurance policy numbers.
  - f. Limits of liability of such policies and date of expiration of policies.
  - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
6. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 

Coverage A: Statutory Limits  
 Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
  - b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence and in the general aggregate. General Liability Insurance shall include:
 

Personal/Advertising Injury Liability coverage.
  - c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per accident. Auto liability shall include hired and non-owned autos.
  - d. Professional Liability: A professional liability providing coverage for negligent errors and omissions policy with limits of one million dollars (\$1,000,000) per claim and in the aggregate. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of Consulting Engineer's work for this agreement.
  - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall be held solely responsible for the amount of such deductible and for any co-insurance.
7. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a waiver of liability for the Consulting Engineer.
8. City and Consulting Engineer release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance or could have been covered including deductibles or self-insurance during and after the completion of Consulting Engineer's services.

#### D. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other

party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party and an opportunity to cure such breach prior to termination.

2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
  3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
  4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- E. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- F. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- G. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- H. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- I. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- J. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its

employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

- K. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- L. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- M. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- N. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- O. TIMELINESS. The Parties recognize and agree that time is important in this Agreement as is consistent with the applicable professional standard of care.
- P. STANDARD OF CARE BREACH. As the sole and exclusive remedy for failing to meet the standard of care described in Section I(A), Consulting Engineer will reperform at its own cost, the consulting services necessary to correct the negligent errors and omissions reported to us in writing within one year from the completion of our services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

## **SECTION V. PAYMENT**

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services in Exhibit A in accordance with the lump sum amount and invoicing schedule outlined in Exhibit A.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10 .
- C. REIMBURSABLE EXPENSES. All expenses have been included in the lump sum price included in Exhibit A.
- D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed in accordance with this contract and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
  2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
  3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
  4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within thirty (30) days of receipt of the invoice. City's failure to timely pay all undisputed amounts shall be considered a substantial failure upon which Consulting Engineer may initiate terminating this Agreement pursuant to section IV(E)(1) above.
  5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
  6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and Consulting Engineers employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

THE CITY OF DECATUR, ILLINOIS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CONSULTING ENGINEER

By: 

## EXHIBIT A - SCOPE OF WORK

# Project Overview

For several years, the City has experienced seasonal issues with DBPs, specifically, with total trihalomethanes (TTHM) during warm weather conditions. During the 2024 summer season, TTHM levels were observed as high as 100 µg/L at compliance location sampling points. Following this event, the City has elected to pursue a phased approach to evaluate and select a solution with a goal to reduce TTHM levels below the regulatory limit of 80 µg/L during warm water conditions based on the results of the testing, relative opinion of probable construction cost, and overall net present value. The first phase of this project generally consists of field testing and alternatives analysis.

# Objectives

The primary objectives of this engagement are:

- To identify short-term modifications to the existing water treatment process to reduce the potential for TTHM formation.
- To screen potential long-term solutions as to the most effective and cost-efficient.
- To perform a battery of water quality testing to evaluate long-term options to reduce the potential for TTHM formation.
- To recommend long-term options to reduce the potential for TTHM formation.

# Scope Activities

The services provided under this SOW will include, but are not limited to, the following tasks:

## TASK 1: KICK-OFF MEETING AND INITIAL DATA GATHERING

- A. BMcD will conduct a virtual kick-off meeting to start the project and address communication procedures, discuss the overall project scope, and discuss critical path items. BMcD will prepare a Request for Information for the City and compile information received and identify information gaps.
- B. During the kick-off meeting, discuss regular operations and maintenance events, including filter backwash water recycling, seasonal flushing, chemical adjustments, basin maintenance activities, and nitrate reduction facility operation that may impact raw and finished water quality to evaluate typical timing and duration as related to water quality performance.
- C. Evaluate operational practices and annual cost of the ion exchange system. This will also consider percent of flow split during different seasons.

**Deliverable:** Workshop summarizing operational events, considerations for operational flow or recycled water changes, operational practices, considerations for ion exchange system operational changes, and projected annual costs of ion exchange system associated with potential changes.

## TASK 2: PRELIMINARY WATER QUALITY ANALYSIS AND EVALUATION

- A. Review historical water quality records over the past 5 years and analyze the following:
  - a. Plant flow (raw and finished) - and, if possible, the split of flow between the different clarifiers and the recycled water flow.
  - b. Seasonal water temperature trends
  - c. Chemical dosing for coagulation and disinfection
  - d. Chlorine dosing and residuals

- e. Water quality performance through the WTP – including specifically the recycled water
    - i. Total Organic Carbon (TOC), Dissolved Organic Carbon (DOC), pH, alkalinity, hardness, and turbidity, as available for each major unit process (primary treatment, filtration, and ion exchange)
  - f. Storage tank level trends for the WTP storage tank, Garfield Ave. and Division St. elevated storage tanks, and the Williams St. Reservoir in the distribution system, and, if available, water temperature trends (mainly to discern if the water gets warmer in the tank during the summer)
  - g. TTHM, HAA and lead and copper sampling data trends (up to 5 TTHM compliance sampling sites).
- B. Review and provide comments on the current proposed aeration system from CSG. Participate in a teleconference with CSG and the City to review comments.
  - C. Develop and provide a list of sampling locations, frequencies, and suggested analytes for the City in preparation for subsequent summer water quality testing.
  - D. Meet with the City to develop a conceptual list of reasonable alternatives for potential further development for TTHM reduction. This may include aeration of the ground storage reservoir at the WTP, use of a second ground storage tank, new elevated tanks for aeration at the WTP, aeration at a new elevated tank at the Mt. Zion connection point, distribution system flushing, reverse osmosis, and chloramines. The goal of this task is to assist in prioritization of options that should or should not be further developed into conceptual designs and to eliminate any options that are not feasible. It is anticipated that five (5) alternatives will be selected at the conclusion of this meeting. The final report will document the basis of eliminating some of these alternatives, as well as the advantages and disadvantages of utilizing chloramine for treatment and nitrification during on-site storage for the City's large industrial customers.

**Deliverable:** Workshop summarizing water quality, conceptual design for the GAC filter system, conceptual design of tank mixing system, and water quality goals. Conduct the workshop in- person to review and summarize all items in Task 2 and establish water quality goals for finished water pertaining to organics, and DBPs

### **TASK 3: SUMMER WATER QUALITY ANALYSIS AND EVALUTION**

- A. Develop a preliminary jar testing plan to evaluate operational changes to chemical dosing. Jar testing shall include approximately 8 tests as outlined below conducted in a single trip during “summer” water quality conditions, which is anticipated to occur in mid to late August of 2025 and will last approximately three days. Testing shall include analysis for TOC, DOC, UV254, and disinfection byproduct formation potential testing (described further below).
  - a. Current Coagulant tests
    - i. Constant powdered activated carbon (PAC) dose, lime and polymer with varied doses of City's current coagulant.
    - ii. Repeated with simulated “pH adjustment” to a target goal of 8.0 s.u after softening and primary treatment (IE: to simulate a finished water pH of 8.0).
    - iii. Repeated with simulated “enhanced softening”.
  - b. Ferric Chloride coagulant tests
    - i. Constant powdered activated carbon (PAC) dose, lime and polymer with varied doses of ferric chloride coagulant.
    - ii. Repeated with simulated “pH adjustment” to a target goal of 8.0 s.u after softening and primary treatment (IE: to simulate a finished water pH of 8.0).
    - iii. Repeated with simulated “enhanced softening”.
  - c. Powdered Activated Carbon (PAC) tests
    - i. Varied powdered activated carbon (PAC) dose plus constant dose of City's current coagulant.
    - ii. Varied powdered activated carbon (PAC) dose plus constant dose of ferric chloride coagulant.

- B. Collect samples through the treatment process, including flow from the effluent of the Claricone treatment train, solids contact clarifier treatment train, and ion exchange treatment system, filter influent, filter effluent, storage tank influent, and storage tank effluent.
- C. Jar testing and treatment process sampling testing shall include analysis for TOC, dissolved organic carbon (DOC), UV254, and disinfection byproduct (DBP) formation potential testing. DBP formation testing will be conducted by dosing strategic finished samples with 3.0 parts per million (ppm) (or the concentration currently utilized by the City, whichever is higher) of free chlorine and holding for a time period selected from previous water age modeling studies as mutually agreed upon by the City and BMcD before sampling for TTHMs.
- D. If the water flow split between the different clarifiers is determined to have an impact on TTHM formation potential, provide up to three alternatives for incorporating a different flow split into the treatment system. Alternatives will consist of a written description and process flow diagram figure to depict options for consideration.
- E. If treating the recycled water quality and flow indicates there to be a significant benefit to overall TTHM reduction, high-level, up to three conceptual alternatives for consideration will be presented. Alternatives will consist of a written description and process flow diagram figure to depict options for consideration.
- F. The City will utilize Calgon Carbon (or equal) for pilot testing for GAC to aid in the development of a conceptual design for a GAC filter system. Initial pilot testing will be conducted during “summer” water quality conditions during the same timeframe as jar testing. BMcD will assist with scope development and obtaining piloting costs.
- G. Using the results of the pilot testing, develop a conceptual process design for filter expansion using granular activated carbon (GAC). Concept design will evaluate GAC as an expansion and as a retrofit into the existing filter bays if sufficient freeboard exists.

**Deliverable:** Workshop summarizing the results of jar testing and treatment process sampling. Conduct the workshop in-person with up to three representatives of BMcD to review all items in Task 3.

#### **TASK 4: PRELIMINARY ALTERNATIVES ANALYSIS**

- A. Upon receipt of all results from testing, develop a list of up to five potential DBP mitigation alternatives to reduce TTHMs below the regulatory limit of 80 µg/L during warm weather for discussion with City. The list and options will consist of a verbal description of the option, anticipated results related to the option, and key implementation considerations, such as options that cannot be incorporated together and estimated levels of DBP production based on testing results.
- B. Conduct one workshop with the City with up to two representatives of BMcD at the City’s office, to discuss the options list and develop a shortlist of up to three alternatives for conceptual design and opinion of probable construction cost development. Such alternatives may consist of one or more DBP mitigation options paired together.
- C. Develop a conceptual design for each of the three selected alternatives. Conceptual designs will be used to assist in the following tasks and results will be presented in a virtual workshop.

- a. Prepare an American Association of Cost Engineers (AACE) Level 5 Engineer's Opinion of Probable Construction Cost (OPCC) for the three selected alternatives to allow for a comparison of the potential alternatives to each other from a capital cost perspective.
- b. Prepare a 20-year net present value (NPV) for the three (3) alternatives. NPV will be based on input provided by vendors, as applicable, and assumed values for new chemicals or equipment (City input and/or Industry norms) to allow for a comparison of the potential alternatives to each other from a net present value perspective.

**Deliverable:** Virtual workshop to discuss the conceptual design options and select options for further development, and subsequent in-person workshop presenting the selected alternatives with the opinion of probable construction cost. The results of this task and all previous tasks will be summarized in a draft and final technical memorandum. The completion of Task 4 is generally signifies the conclusion of the first phase of the overall project.

Following the completion of Tasks 1-4, develop a memorandum summarizing the key findings and conclusions from each Task. Provide the memorandum for the City's review. After the City has the opportunity to review and comment on the memorandum, BMcD will incorporate City comments and submit the final memorandum to the City.

## **TASK 5: PROJECT MANAGEMENT**

This task includes all project management related activities. Project tasks and deliverables are outlined below:

1. Establish project communications, controls, and procedures.
2. Provide project financial tracking, reporting and invoicing.
3. Conduct scheduling and tracking of task completion.
4. Implement BMcD's standard quality review program.
5. Schedule and conduct Project Workshops (as described in scope above). Provide meeting agendas and minutes.
  - a. Virtual Project Kickoff
  - b. In-person Task 1 Operational Discussion Workshop meeting
  - c. In-person Task 2 review workshop
  - d. In-person Task 3 review workshop
  - e. Virtual Task 4 alternatives development workshop
  - f. In-person Task 4 selected alternatives workshop.

## **TASK 6: ALLOWANCE – CONTINGENCY**

A contingency allowance of \$25,000 is being provided for additional, out of scope services that may be required for additional, out of scope work that has not been identified at this time.

# Deliverable Acceptance

## Deliverable Acceptance Process

All deliverables listed in this proposal will be the responsibility of the Consulting Engineer. Each deliverable will undergo the following review steps. Where necessary, additional activities may be required for certain document deliverables as agreed upon by both Client and 1898 & Co. All deliverables, reviews, issues, and sign-off shall be provided electronically.

- Submission: Upon completion of a deliverable, Consulting Engineer will submit the deliverable to the Client Project Manager.
- Review: The Client Project Manager will be responsible for distributing the draft deliverable to the appropriate Client team members for review. The standard review period will be ten (10) business days, or a duration mutually agreed upon, in writing, by the Client Project Manager and 1898 & Co. If after this period there are no unresolved open issues, the deliverable will be sent to the Client Project Manager for final acceptance and sign-off.
- Rework and Review: If the City has open issue(s) on a draft deliverable, the Consulting Engineer and the City will collaboratively review the open issues, incorporate address, and close all such open issues. The collaborative review process shall be completed within ten (10) business days, or a duration mutually agreed upon, in writing, by the City Project Manager and the Consulting Engineer. to minimize impact on the project schedule. Upon the Consulting Engineer's submission of the Revised Deliverable, City's ten business day review period identified above will re-commence. After the ten (10) business days, or the agreed-upon period, and provided City and Consulting Engineer have reached a mutually agreeable resolution, the deliverable will move to formal acceptance and sign-off. If the Consulting Engineer project manager the City are unable to come to a resolution on a deliverable, the item may be escalated for issue resolution to the Consulting Engineer executive sponsor and the City steering committee or executive sponsor, or those client members of the steering committee that have specific knowledge and information regarding the deliverable at issue.

## Assumptions

See list below of assumptions:

1. No electrical power supply evaluation or analysis is included. The City understands existing consumption to be about 25% of the transformer capacity and that spare capacity is available based on previous plans for future plant expansion.
2. No HVAC, structural, or instrumentation/controls evaluation or analysis is included.
3. Concept designs will include a single 11x17 or 22x34 sheet with a summary of the key design criteria and general layout of major equipment. Existing WTP record drawings will be used as the background with edits performed in BlueBeam (or equal).
4. The City will provide, to the best of its ability, existing reports and information in electronic format. Existing data will be provided in Excel format.
5. The City will be responsible for payment of all testing costs associated with third-party laboratory analysis of samples, including shipping, as applicable.
6. City will be responsible for GAC pilot testing to be performed by Calgon Carbon (or equal).
7. Detailed design (IE: development of detailed plans and specifications) is not included in this phase for any options.
8. There is no consultation with the IEPA included in this phase.
9. BMCD has relied upon the information provided by the City in the preparation of the

Proposal, and shall rely on the information provided by or through the City during the execution of this Project as complete and accurate without independent verification.

10. Estimates, schedules, forecasts, and projections, if any, prepared by BMcD are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

## Pricing and Invoicing

Burns & McDonnell proposes to perform the proposed scope of services at a not-to-exceed fee of \$258,800 to be paid on a lump sum basis. A task-by-task breakdown of the fee is included herewith as Attachment 2. We will not exceed this fee without receiving prior written authorization from the City.

**City of Decatur - DBP Reduction Project (Attachment 2)**  
**January 23, 2025**

| Task Description                                      | Associate<br>15 | Associate<br>17 | Project<br>Manager<br>14 | Design<br>Manager<br>13 | Assistant<br>Engineer<br>9 | Expenses | Task              |
|-------------------------------------------------------|-----------------|-----------------|--------------------------|-------------------------|----------------------------|----------|-------------------|
| <b>TASK 1: KICK-OFF MEETING<br/>AND INITIAL DATA</b>  |                 |                 |                          |                         |                            |          | <b>\$ 15,758</b>  |
| A - Kickoff, prepare RFI, compile data<br>and ID gaps |                 |                 | 2                        | 4                       | 4                          |          | \$ 2,518          |
| B - Site Visit (Operational)                          |                 | 12              | 8                        | 8                       |                            |          | \$ 8,339          |
| C - IX analysis                                       |                 | 1               |                          | 8                       | 8                          | \$ 750   | \$ 4,902          |
| <b>TASK 2: PRELIMINARY WATER</b>                      |                 |                 |                          |                         |                            |          | <b>\$ 31,804</b>  |
| A - Review and analysis of WTP<br>records             |                 | 4               |                          | 16                      | 24                         |          | \$ 10,458         |
| B - Review and discuss CSG System                     |                 | 1               | 1                        | 2                       | 2                          |          | \$ 1,564          |
| C - Sampling plan                                     |                 | 1               | 1                        | 4                       | 4                          |          | \$ 2,526          |
| D - Brainstorming                                     |                 | 4               | 2                        | 8                       | 8                          |          | \$ 5,661          |
| Workshop Prep                                         |                 | 1               | 4                        | 8                       | 12                         |          | \$ 6,112          |
| Workshop (In person)                                  |                 | 1               | 8                        | 8                       |                            | \$ 500   | \$ 5,484          |
| <b>TASK 3: SUMMER WATER</b>                           |                 |                 |                          |                         |                            |          | <b>\$ 47,458</b>  |
| A-C - Jar testing and Plant Samples                   |                 | 8               | 4                        | 32                      | 32                         | \$ 2,200 | \$ 21,216         |
| D - Flow split alt                                    |                 | 1               | 1                        | 4                       | 4                          | \$ 1,001 | \$ 3,527          |
| E - Recycle alt                                       |                 | 1               | 1                        | 4                       | 4                          |          | \$ 2,526          |
| F - Calgon Pilot                                      |                 | 1               | 1                        | 4                       | 4                          |          | \$ 2,526          |
| G - Filter concept design                             |                 | 1               | 1                        | 8                       | 16                         |          | \$ 5,993          |
| Workshop Prep                                         |                 | 1               | 4                        | 8                       | 12                         |          | \$ 6,112          |
| Workshop (In person)                                  |                 | 1               | 8                        | 8                       |                            | \$ 576   | \$ 5,560          |
| <b>TASK 4: PRELIMINARY<br/>ALTERNATIVES ANALYSIS</b>  |                 |                 |                          |                         |                            |          | <b>\$ 125,834</b> |
| A - Develop alternatives                              |                 | 4               | 4                        | 24                      | 40                         |          | \$ 17,036         |
| Workshop Prep                                         |                 | 1               | 2                        | 8                       | 12                         |          | \$ 5,518          |
| Workshop                                              |                 | 1               | 2                        | 8                       |                            | \$ 550   | \$ 3,752          |
| C - Concept design                                    |                 | 8               | 1                        | 24                      | 24                         |          | \$ 14,278         |
| D - AACE OPCC                                         | 4               | 1               | 1                        | 4                       | 100                        |          | \$ 22,245         |
| E - NPV analysis                                      |                 | 2               | 2                        | 16                      | 24                         |          | \$ 10,442         |
| Workshop Prep                                         | 4               | 1               | 2                        | 8                       | 12                         |          | \$ 6,714          |
| Workshop                                              |                 | 1               | 2                        | 8                       |                            | \$ 427   | \$ 3,629          |
| Draft Tech Memo                                       | 8               | 8               | 8                        | 20                      | 96                         |          | \$ 31,489         |
| Final Tech Memo                                       |                 | 1               | 4                        | 16                      | 24                         |          | \$ 10,731         |
| <b>TASK 5: PROJECT<br/>MANAGEMENT</b>                 |                 |                 |                          |                         |                            |          | <b>\$ 12,946</b>  |
| All tasks and internal meetings                       |                 | 6               | 6                        | 12                      | 12                         |          | \$ 9,382          |
| Project Management                                    |                 |                 | 12                       |                         |                            |          | \$ 3,563          |
| <b>Contingency</b>                                    |                 |                 |                          |                         |                            |          | <b>\$ 25,000</b>  |
| Contingency                                           |                 |                 | 24                       | 24                      | 57                         |          | \$ 25,000         |
| Subtotal                                              | 16              | 73              | 116                      | 306                     | 535                        |          |                   |

|             |                   |
|-------------|-------------------|
| TOTAL HOURS | <b>1046</b>       |
| TOTAL FEE   | <b>\$ 258,800</b> |



# CITY OF DECATUR ILLINOIS

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

## Notice to Proceed

|                      |  |
|----------------------|--|
| TO:                  |  |
| City Project Name:   |  |
| City Project Number: |  |
| City Project Phase:  |  |

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

The City Representative for this Phase of work is \_\_\_\_\_.

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

|                                                                                                |
|------------------------------------------------------------------------------------------------|
| CITY OF DECATUR, IL<br>BY: _____<br>(City Engineer)<br>Dated this ____ day of _____, 20 _____. |
|------------------------------------------------------------------------------------------------|

## ACCEPTANCE OF NOTICE

|                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Receipt of the above Notice to Proceed is hereby acknowledged.<br><br>BY: _____<br>(Signature) (Title)<br><br>Dated this ____ day of _____, 20 _____. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|

# EXHIBIT C

## PROJECT TIMELINE

| EXHIBIT C - 2025 SCHEDULE                                               |     |     |     |     |     |     |        |     |     |     |     |  |
|-------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|--------|-----|-----|-----|-----|--|
|                                                                         | Feb | Mar | Apr | May | Jun | Jul | Aug    | Sep | Oct | Nov | Dec |  |
| Task 1: Kick-off meeting, data review, operational discussion           |     |     |     |     |     |     |        |     |     |     |     |  |
| Task 2: Preliminary water quality analysis and evaluation               |     |     |     |     |     |     |        |     |     |     |     |  |
| Task 3: Summer water quality analysis and evaluation                    |     |     |     |     |     |     | Note 1 |     |     |     |     |  |
| Task 4: Preliminary alternatives analysis                               |     |     |     |     |     |     |        |     |     |     |     |  |
| Task 5: Project management                                              |     |     |     |     |     |     |        |     |     |     |     |  |
| Notes                                                                   |     |     |     |     |     |     |        |     |     |     |     |  |
| 1. Timing of evaluation will be determined based on weather conditions. |     |     |     |     |     |     |        |     |     |     |     |  |



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

## Amendment No

Date: \_\_\_\_\_  
 Request No. \_\_\_\_\_ ☐ Final  
 Consulting  
 Engineer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

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

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

Amount of original contract \$ \_\_\_\_\_  
 Amount of previous amendments \$ \_\_\_\_\_  
 Amount of current amendment \$ \_\_\_\_\_  
 Amount of adjusted/final contract \$ \_\_\_\_\_

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

State fully the nature and reason for the amendment change \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

Recommended \_\_\_\_\_  
 Public Works Director

\_\_\_\_\_ Date

Approved \_\_\_\_\_  
 Mayor  
 \_\_\_\_\_  
 Date

Attested \_\_\_\_\_  
 City Clerk  
 \_\_\_\_\_  
 Date

## EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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



The corporate officers are as follows:

President: Leslie Duke

Vice President: Mike Folta

Secretary: Heather Schmitz

C. PARTNERSHIP OR LLC

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

|      |                          |
|------|--------------------------|
|      |                          |
| Name | Home Address & Telephone |

|      |                          |
|------|--------------------------|
|      |                          |
| Name | Home Address & Telephone |

|      |                          |
|------|--------------------------|
|      |                          |
| Name | Home Address & Telephone |

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

D. INDIVIDUAL PROPRIETORSHIP

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

Check One:

\_\_\_\_\_ Others Interested in Contract                        X   None

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

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

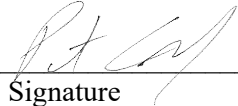
### **SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT**

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

### **SECTION IV. FAMILIARITY WITH LAWS STATEMENT**

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

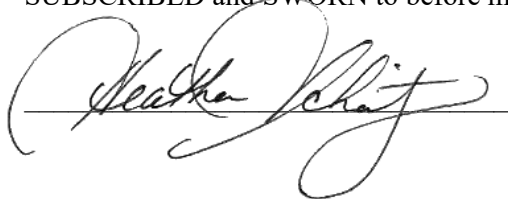
CONSULTING ENGINEER

  
Signature

Patrick Clifford  
Printed Name

Regional Water Manager  
Title

SUBSCRIBED and SWORN to before me this 24th day of January, 2025.



Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

12/1/2022

DATE (MM/DD/YYYY)

11/18/2021

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

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

| <b>PRODUCER</b> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000                                          | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b><br><br><table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Liberty Mutual Fire Insurance Company | 23035 | INSURER B : Steadfast Insurance Company | 26387 | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|---------------------------------------------------|-------|-----------------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURER(S) AFFORDING COVERAGE                                                                                                                              | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                                   |       |                                         |       |             |  |             |  |             |  |             |  |
| INSURER A : Liberty Mutual Fire Insurance Company                                                                                                          | 23035                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                                   |       |                                         |       |             |  |             |  |             |  |             |  |
| INSURER B : Steadfast Insurance Company                                                                                                                    | 26387                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                                   |       |                                         |       |             |  |             |  |             |  |             |  |
| INSURER C :                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                   |       |                                         |       |             |  |             |  |             |  |             |  |
| INSURER D :                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                   |       |                                         |       |             |  |             |  |             |  |             |  |
| INSURER E :                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                   |       |                                         |       |             |  |             |  |             |  |             |  |
| INSURER F :                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                   |       |                                         |       |             |  |             |  |             |  |             |  |
| <b>INSURED</b><br>1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC.<br>ATTN: LYNDIA LEVAN<br>PO BOX 419173<br>KANSAS CITY MO 64141-6173<br>HANKEL, LEANN |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                   |       |                                         |       |             |  |             |  |             |  |             |  |

**COVERAGES \***      **CERTIFICATE NUMBER:** 17187302      **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | N         | N        | TB2-641-432888-031 | 12/1/2021               | 12/1/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                              | N         | N        | AS2-641-432888-041 | 12/1/2021               | 12/1/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                               |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                      |           |          | NOT APPLICABLE     |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX                                                                                                                                                                               |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   | Y/N       | N/A      | WC2-641-432888-011 | 12/1/2021               | 12/1/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| B        | <b>PROFESSIONAL LIABILITY</b>                                                                                                                                                                                                                                                                                   | N         | N        | EOC 7042179-01     | 12/1/2021               | 12/1/2022               | \$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE                                                                                                                                                                                                      |

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

## CERTIFICATE HOLDER

17187302  
SAMPLE

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Amello*

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## Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name &amp; Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

| Milestone                                                     | To Date | Previous Invoices | This Invoice |
|---------------------------------------------------------------|---------|-------------------|--------------|
| 1. Project Kickoff                                            |         |                   |              |
| 2. Acceptance of Detailed Requirements Document               |         |                   |              |
| 3. Acceptance of Draft RFP Document                           |         |                   |              |
| 4. Acceptance of Final RFP Document                           |         |                   |              |
| 5. AMS Vendor Recommendations and Contract Comments provided. |         |                   |              |
| Total Amount Earned                                           |         |                   |              |
| <b>TOTAL AMOUNT DUE THIS INVOICE:</b>                         |         |                   |              |
| Percent Complete                                              |         | (For City Use)    |              |

Consulting  
Engineer's  
Signature:

Title:

Council Memo  
Transportation Services  
No.

**DATE:** 2/3/2025

**MEMO:**

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

**FROM:** Tim Gleason, City Manager  
Lacie Elzy, Director of Transportation Services

**SUBJECT:**

**Resolution Authorizing Intergovernmental Agreement for Rural Public Transportation Services**

**SUMMARY RECOMMENDATION:** It is recommended that the City Council approve the attached Resolution for Intergovernmental Agreement (IGA) with Macon County, Illinois (County).

**BACKGROUND:**

Macon County has been part of a multi-county consortium for rural transportation services over the past several decades. However, due to the private rural transportation provider, Showbus, failing to meet the required service levels, their contract has been terminated, and the Consortium has dissolved.

In response, the City, County, and IDOT have been working collaboratively and diligently to ensure rural transportation remains available in Macon County. Throughout this process, we have been mindful of protecting the City's interests, ensuring that rural transportation does not become a burden on City taxpayers.

Key highlights of the Intergovernmental Agreement (IGA) are as follows:

1. The County will designate the City as the direct recipient of its annual 5311 FTA and IDOT grant funds.
2. If grant funds are insufficient to cover the operating costs, the County will pay for the operating deficit.
3. The County will allocate funds every five years to purchase two ADA-accessible vehicles.
4. The County will utilize its Public Education funds to promote and educate the public about rural transportation services.

This Agreement will enable the City to operate Rural Transportation services in Macon County. Importantly, the City will not allocate any City funds or grant funds to Rural Transportation operations. Instead, the County will contribute the necessary funds, including additional capital vehicle replacement funds.

This proposed partnership represents a groundbreaking opportunity for the residents of Macon County who currently lack reliable transportation options. It will provide County residents with an affordable means to travel into the City for essential services such as medical appointments, retail shopping, dining, and more.

**LEGAL REVIEW:**

**PRIOR COUNCIL ACTION:**

The Council discussed this IGA on January 21, 2025 during the Comprehensive Operations Analysis Discussion Item.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**INPUT FROM OTHER SOURCES:**

City staff, Macon County staff, IDOT staff.

**STAFF REFERENCE:** Should the City Council have any questions; they may contact Lacie Elzy at 217.542.3559 or [Lelzy@decaturil.gov](mailto:Lelzy@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** Rural transportation would go into effect tentatively on July 1, 2025.

**ATTACHMENTS:**

1. Resolution Authorizing Intergovernmental Agreement for Rural Public Transportation Services

**RESOLUTION NO. R2025\_\_\_\_\_**

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR  
RURAL PUBLIC TRANSPORTATION SERVICES**

---

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and Macon County, Illinois with the same or substantially same terms and the same is hereby, received, placed on file, approved and attached as Exhibit A.

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

PRESENTED AND ADOPTED this 3<sup>rd</sup> day of February 2025.

---

JULIE MOORE WOLFE  
MAYOR

ATTEST:

---

KIM ALTHOFF  
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT FOR  
RURAL PUBLIC TRANSPORTATION SERVICES**

This Intergovernmental Agreement (hereafter “Agreement”) is made by and between Macon County (hereafter “County”), a body politic and corporate of the State of Illinois with a business address of 151 South Main Street, Decatur, Illinois and the City of Decatur (hereafter “City”), an Illinois municipal corporation , with a business address of 1 Gary K. Anderson Plaza, Decatur, Illinois, hereafter collectively referenced as “the Parties”.

**WHEREAS**, The County receives State and Federal non-urban grant assistance under Section 5311 of the Federal Transit Act of 1991 (“Section 5311”) and the Illinois Downstate Operating Assistance Program (“DOAP”) through the Illinois Department of Transportation for the provision of a Rural Transportation Service program; and,

**WHEREAS**, The County and City support the access to and availability of public transportation in the community; and,

**WHEREAS**, The County and City understand the advantages of governmental cooperation to promote improved access to and availability of public transportation; and,

**WHEREAS**, the Parties have concluded that a full and complete transfer of ownership, operation and management of Macon County’s Rural Transportation Service program to the City would be in the best interests of the urban and rural public transportation service programs in the area; and,

**WHEREAS**, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter “transit system”) operating in the City; and,

**WHEREAS**, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

**WHEREAS**, beginning on July 1, 2025 (State Fiscal Year 2026), Section 5311 and DOAP funds previously provided for Macon County rural transportation will instead be granted or passed through to the City for the City’s operation of a Rural Transportation Service program; and,

**WHEREAS**, the Parties mutually desire to enter into this Agreement to memorialize the consolidation and transfer of the Rural Transportation Service program to the City , and,

**WHEREAS**, the Parties are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*

**WHEREAS**, the parties will participate and report to the Macon County Rural Transit Advisory Group.

**NOW THEREFORE BE IT RESOLVED**, that in consideration of the mutual promises, covenants, and obligations herein, the City and County hereby agree as follows:

## TERMS OF AGREEMENT

1. **Incorporation of Recital Clauses.** The above recital clauses are hereby incorporated into and are made a part of this Agreement.
2. **Effective Date and Term.** This Agreement shall be for the period beginning January 1, 2025, and terminating December 31, 2025 and shall thereafter automatically renew for successive annual terms of January 1 to December 31 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.
3. **Transfer of Program.**
  - a. **Consolidation.** As of the Effective Date, the County shall transfer to the City the full and complete ownership, operational control and management of its Rural Transportation Service program, which offers demand response service to rural/non-urbanized areas of Macon County.
  - b. **Service Levels and Program Funding.** Rural Transportation Service program levels shall be determined by the City's funding availability each fiscal year. The Rural Transportation Service program shall be funded by the following revenue sources: fare box revenues, state and federal grants, service contracts, local donations, reserve funds and other miscellaneous sources. Under no conditions shall any City funds be used to fund Rural Transportation Service program operations, capital items or operating deficits, except as expressly stated in this Agreement.
  - c. If grant or other funds do not cover the operating deficits of rural transportation operated by the City under the terms of this Agreement, the County will pay City an amount equal to said deficit for operating costs within sixty (60) days of City's notice and request to County for payment to the City
  - d. **Vehicles.** If the City determines in its sole discretion that a vehicle used to provide transportation under this Agreement needs to be replaced pursuant to the capital replacement requirements of the Federal Transportation Authority ("FTA"), the County agrees to reimburse the City for the cost of that replacement vehicle utilizing general revenue or other funds of the County if grant funding is unavailable, within sixty (60) days of City's notice and request to the County for payment.. The County will be responsible to reimburse the City a maximum of Eighty Thousand Dollars (\$80,000) per vehicle with that amount increasing by two (2) percent each year or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index, whichever is greater. The City will be responsible for the purchase of the vehicle and will have sole discretion in the determination of the type, make and model of vehicle to be purchased to provide transportation under this Agreement. The Parties agree that the County will be required to reimburse City for the cost of no more than two (2) replacement vehicles every five (5) years.
4. **Transfer of Assets.**
  - a. **Fund Balance.** The County shall assign over to the City , all fund balance(s) attributable to operating the Rural Transportation Service program, provided that McLean County shall first be allowed to collect or pay any accounts receivable or payable, respectively, from the public

transportation program year of July 1, 2024, to June 30, 2025. Staff from the County and the City shall work together to ensure that any remaining fund balances are properly transferred from the County to the City. The fund balances transferred over to the City shall only be used to support the Rural Transportation Service program.

- b. Rural Transportation Service Vehicles and Equipment.** The County shall assign titles and ownership on all Rural Transportation Service-related vehicles and equipment as set forth in Exhibit A (attached hereto and incorporated by reference) to the City. The Parties shall work together with the State of Illinois Department of Transportation ("IDOT"), to ensure that existing vehicles and equipment are properly transferred from the County to the City. The transfer of remaining vehicles and equipment shall be completed by December 31, 2025.

**5. City Responsibilities.** The City shall have the following responsibilities and obligations:

- a. City shall annually operate the Rural Transportation Service program to provide public transportation services to the rural/non-urbanized area of Macon County, accommodating levels of service with funding availability in accordance with the terms of this Agreement.
- b. City shall retain title of Rural Transportation Service program assets identified in Exhibit B upon transfer of titles as set forth in this Agreement as long as this Agreement is in effect. Upon termination of this Agreement, the assets purchased by the County that remain in good working order shall be transferred back to the County in "as in" condition.
- c. City shall make every effort to become the direct recipient of rural/non-urbanized area public transportation grant funding that includes Downstate Operating Assistance Program funding from IDOT, and federal 5311 grant funding. Should the City be unable or ineligible to be a direct recipient for federal 5311 or other funding, the County shall apply and submit any all grant applications and required reports for funding to the agencies, with required assistance from the City, and shall pass-through all funding received to the City..
- d. City shall be responsible for initiating and completing all applicable State and federal funding program applications and reporting requirements in a timely manner for those programs they are the direct recipient of funding for.

**6. County Responsibilities.** The County shall have the following responsibilities:

- a. County shall transfer all assets identified in this Agreement to the City
- b. County will appoint the City as the designated recipient for all FTA 5311 and IDOT DOAP grant funds for rural transportation in Macon County.
- c. County represents to the best of its knowledge the following:
  - i. The County has performed all material obligations arising out of or under any and all agreements, instruments, and grants concerning or related to the Rural Transportation Service program and has no knowledge of any existing or claimed breaches of any such agreements, instruments, or grants by any person; and

- ii. The County's operation of the Rural Transportation Service has been in substantial compliance with any and all applicable federal, state, and local laws, orders, rules, codes, regulations, and ordinances.
  - d. County will use funds allocated from their Public Education Government (“PEG”) funds to promote, advertise, and educate County residents regarding transportation services being provided pursuant to this Agreement during and for the duration of this Agreement.
- 7. **Dispute Resolution.** The Parties agree to attempt to resolve any disputes relating to this Agreement by taking the following steps:
  - a. In-person meeting between staff members of the Parties.
  - b. In-person meeting of Macon County Administrator and the City Manager or their designee.
  - c. In-person meeting of the Macon County Administrator, City Manager or their designee and staff from IDOT's Division of Public and Intermodal Transportation.
  - d. The Parties may agree to mediate at any stage of the dispute resolution process. The Parties may have legal assistance at any of the meetings in this process at their own cost.
- 8. **Termination for Cause.** Either party may terminate this Agreement in whole or in part if they determine that the terms set forth in this Agreement cannot be met. Termination is affected by the receipt of written notification by the other party setting forth the reason for the termination and giving the other party thirty (30) days to cure the reason for the termination. If the reason is not cured within the thirty (30) day period, the initiating party may pursue termination.
- 9. **Termination for Convenience.** This Agreement may be terminated in whole or in part by either party in writing for its convenience and through no failure of the other party to fulfill its obligations under this Agreement. No termination shall be effective until and unless the other party is given not less than thirty (30) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
- 10. **Amendments.** The Parties may amend the terms of this Agreement at any time by written instrument signed by each party hereto. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will be binding only if evidenced in writing and signed by each party.
- 11. **Indemnification.** To the extent permitted by Illinois law, the City will defend, indemnify, and hold County, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to

reasonable attorney fees, resulting from or arising out of City breach or failure to perform its obligations under this Agreement.

To the extent permitted by Illinois law, the County will defend, indemnify, and hold the City, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of County breach or failure to perform its obligations under this Agreement.

- 12. Notices.** Any notice required under this Agreement shall be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows, unless another address is designated by the party:

IF TO MACON COUNTY:  
County Administrator  
141 S. Main Street  
Room 501  
Decatur, IL 62523

With Copy To:  
State's Attorney  
253 E. Wood Street  
Room 401  
Decatur, IL 62523

IF TO CITY OF DECATUR:  
City Manager  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

With Copy To:  
Corporation Counsel  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

- 13. Assignment.** No Third-Party Rights. This Agreement, and each party's rights and responsibilities under this Agreement, may not be assigned by either party without the written consent of the other party. This Agreement is for the benefit of the Parties and their successors only and not for the benefit of any other party.
- 14. Entire Agreement.** This Agreement and referenced documents set forth the entire agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the Parties. This Agreement may not be modified or amended except by written agreement executed by the Parties to this Agreement.
- 15. Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Illinois. Any action or proceeding arising out of this Agreement will be litigated in courts located in Macon County, Illinois.
- 16. Attachments and Further Assurances.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement. The Parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement.
- 17. Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision contained in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

**18. Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision, except that if the unenforceable provision affects substantial rights of a party, that party may request that the Agreement be renegotiated, and if renegotiations fail, may terminate this agreement.

COUNTY OF MACON

CITY OF DECATUR

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Kevin Greenfield, Chairman  
Macon County Board

---

Julie Moore Wolfe, Mayor

Attest:

Attest:

---

Josh Tanner, County Clerk

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City Clerk

Council Memo  
Transportation Services  
No.

**DATE:** 2/3/2025

**MEMO:**

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

**FROM:** Tim Gleason, City Manager  
Lacie Elzy, Director of Transportation Services

**SUBJECT:**

**Resolution Authorizing Intergovernmental Agreement Incorporating Village of Mt. Zion into the City of Decatur's Urban Transit Network**

**SUMMARY RECOMMENDATION:** It is recommended that the City Council approve the attached Resolution for Intergovernmental Agreement (IGA) with the Village of Mt. Zion, Illinois (Village).

**BACKGROUND:**

Mt. Zion has historically lacked public transportation services. The Village has been an active participant in the stakeholder engagement process for the Comprehensive Operations Analysis, with a clear goal of advocating for expanded and reliable transit services. Through this engagement, they identified a significant gap in services that affects many of their own residents.

The City of Decatur, Mt. Zion, and IDOT have worked collaboratively to explore ways to extend transit services to the Village. Based on Census data, IDOT determined that Mt. Zion should be incorporated into the urban transit network. After careful consideration, all three agencies agreed that microtransit would be the most cost-effective and beneficial transportation solution for the Village.

Throughout this process, we have been careful to protect the City's interests, ensuring that the introduction of transportation services to Mt. Zion does not become a financial burden on City taxpayers.

Key highlights of the Intergovernmental Agreement (IGA) are as follows:

1. If grant funds are insufficient to cover operating costs, the Village will cover the operating deficit.
2. Every five years, the Village will allocate funds to purchase one ADA-accessible vehicle.

This proposed partnership is a transformative opportunity for the residents of Mt. Zion, who currently face a lack of reliable transportation. It will provide residents with an affordable means to travel to the City for essential services such as medical appointments, retail shopping, dining, and more.

**LEGAL REVIEW:**

**PRIOR COUNCIL ACTION:**

The Council discussed this IGA on January 21, 2025 during the Comprehensive Operations Analysis Discussion Item.

**POTENTIAL OBJECTIONS:** Staff is not aware of any objections.

**INPUT FROM OTHER SOURCES:**

Mt. Zion staff, IDOT staff.

**STAFF REFERENCE:** Should the City Council have any questions; they may contact Lacie Elzy at 217.542.3559 or [Lelzy@decaturil.gov](mailto:Lelzy@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:**

**ATTACHMENTS:**

1. Resolution Authorizing Intergovernmental Agreement Incorporating Village of Mt. Zion into the City of Decatur's Urban Transit Network

**RESOLUTION NO. R2025\_\_\_\_\_**

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT  
INCORPORATING VILLAGE OF MT. ZION INTO THE CITY OF DECATUR'S  
URBAN TRANSIT NETWORK**

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Village of Mt. Zion, Illinois with the same or substantially same terms and the same is hereby, received, placed on file, approved and attached as Exhibit A.

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

PRESENTED AND ADOPTED this 3<sup>rd</sup> day of February 2025.

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JULIE MOORE WOLFE  
MAYOR

ATTEST:

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KIM ALTHOFF  
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT INCORPORATING VILLAGE OF  
MT. ZION INTO THE CITY OF DECATUR'S URBAN TRANSIT NETWORK**

This Intergovernmental Agreement (hereafter "Agreement") is made by and between the City of Decatur (hereafter "City"), an Illinois Municipal Corporation, with a business address of 1 Gary K. Anderson Plaza, Decatur, Illinois, and the Village of Mt. Zion, Illinois (hereafter "Village"), an Illinois Municipal Corporation, hereafter collectively referenced as "the Parties".

**WHEREAS**, The Village and City support the access to and availability of public transportation in the community; and,

**WHEREAS**, The Village and City understand the advantages of governmental cooperation to promote improved access to and availability of public transportation; and,

**WHEREAS**, the Parties believe that providing public transportation to the residents of the Village provides benefits to both Parties as well as to the overall economic health of the communities and would be in the best interests of the public transportation service programs in the area; and,

**WHEREAS**, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter "transit system") operating in the City; and,

**WHEREAS**, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

**WHEREAS**, the City is capable and willing to provide operation and management of transit services to the Village; and,

**WHEREAS**, the Parties are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*

**NOW THEREFORE BE IT RESOLVED**, that in consideration of the mutual promises, covenants, and obligations herein, the City and the Village hereby agree as follows:

**TERMS OF AGREEMENT**

- 1. Incorporation of Recital Clauses.** The above recital clauses are hereby incorporated into and are made a part of this Agreement.
- 2. Effective Date and Term.** This Agreement shall be for the period beginning \_\_\_\_\_, 2025 and terminating December 31, 2025, and shall thereafter automatically renew for successive annual terms of January 1 to December 31 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.

3. **Transportation Services.** The City agrees to incorporate the Village into the Decatur Public Transit system service area as set forth in the Urbanized Area map (“UZA”) as set forth in the 2020 U.S. Census and provide public transportation services to the Village, said services to start on a date mutually agreed upon by the Parties.
4. **Service Levels.** Public transit services will be provided to the Village utilizing microtransit/mobility on demand as well as paratransit service with said service levels determined and managed in all aspects by the City in its sole discretion.
5. **Funding.** The program shall be funded by the City’s Illinois Department of Transportation (“IDOT”) and Federal Transit Administration (“FTA”) operating funds and state and federal grants. The City shall be responsible for initiating and completing all applicable State and federal funding program applications and grants and reporting requirements in a timely manner for those programs they are the direct recipient of funding for. If grant or other funds do not cover the operating deficits of transportation services for the Village and operated by the City under the terms of this Agreement, the Village will pay City an amount equal to said deficit for operating costs within sixty (60) days of City’s notice and request to Village for payment to the City. Under no conditions shall any City funds be required or used to fund transportation service operations, capital items or operating deficits, except as expressly stated in this Agreement.
6. **Vehicle Purchase and Reimbursement.** The Village agrees to reimburse the City for the cost of an Americans with Disabilities Act (“ADA”) compliant vehicle utilizing general revenue or other funds of the Village within sixty (60) days of City’s notice and request to the Village for payment. The Village will be responsible to reimburse the City a maximum of Eighty Thousand Dollars (\$80,000) per vehicle with that amount increasing by two (2) percent each year or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index, whichever is greater. The City will be responsible for the purchase of the vehicle and will have sole discretion in the determination of the type, make and model and wrap of the vehicle to be purchased to provide transportation under this Agreement. The Parties agree that the County will be required to reimburse the City for the cost of no more than one (1) replacement vehicle every five (5) years.
7. **Assets.** The vehicles used to provide transportation services to the Village shall be solely owned and shall remain assets and property of the City and shall be under the sole control and management of the City. Nothing in this section shall be considered to act as a waiver of any of the protections or immunities provided for by the Local Governmental and Governmental Employees Tort Immunity Act.
8. **Operation.** The City shall operate the transit service program to provide public transportation services to the Village accommodating levels of service with funding availability in accordance with the terms of this Agreement and will prepare a report annually providing the level of service provided by the City to the Village and the use of transit services utilized by Village. The City shall have the sole authority to determine the

fares to be paid by passengers using the transit services and reserves the right to change those fares.

- 9. Disruption of Services.** The City shall not be responsible for failure to perform services under this Agreement if said service is prevented by reason of weather, weather-related disruptions, Acts of God, strikes, labor disputes, pandemics, or other orders, directives or concurrences over which the City has no control.
- 10. Termination for Cause.** Either party may terminate this Agreement in whole or in part if they determine that the terms set forth in this Agreement cannot be met. Termination is affected by the receipt of written notification by the other party setting forth the reason for the termination and giving the other party thirty (30) days to cure the reason for the termination. If the reason is not cured within the thirty (30) day period, the initiating party may pursue termination.
- 11. Termination for Convenience.** This Agreement may be terminated in whole or in part by either party in writing for its convenience and through no failure of the other party to fulfill its obligations under this Agreement. No termination shall be effective until and unless the other party is given not less than thirty (30) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
- 12. Amendments.** The Parties may amend the terms of this Agreement at any time by written instrument signed by each party hereto. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will be binding only if evidenced in writing and signed by each party
- 13. Indemnification.** To the extent permitted by Illinois law, the City will defend, indemnify, and hold Village, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of City breach or failure to perform its obligations under this Agreement.

To the extent permitted by Illinois law, the Village will defend, indemnify, and hold the City, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of Village's breach or failure to perform its obligations under this Agreement.

- 14. Notices.** Any notice required under this Agreement shall be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows, unless another address is designated by the party:

IF TO VILLAGE:

With Copy To:

IF TO CITY OF DECATUR:

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

With Copy To:

Corporation Counsel  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

- 15. Assignment.** This Agreement, and each party's rights and responsibilities under this Agreement, may not be assigned by either party without the written consent of the other party. This Agreement is for the benefit of the Parties and their successors only and not for the benefit of any other party.
- 16. Entire Agreement.** This Agreement and referenced documents set forth the entire agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the Parties. This Agreement may not be modified or amended except by written agreement executed by the Parties to this Agreement.
- 17. Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Illinois. Any action or proceeding arising out of this Agreement will be litigated in courts located in Macon County, Illinois.
- 18. Attachments and Further Assurances.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement. The Parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement.
- 19. Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision contained in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 20. Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision, except that if the unenforceable provision affects substantial rights of a party, that party may request that the Agreement be renegotiated, and if renegotiations fail, may terminate this agreement.

VILLAGE OF MT. ZION, ILLINOIS  
ILLINOIS

CITY OF DECATUR,

---

Mayor

---

Julie Moore Wolfe, Mayor

Attest:

Attest:

---

Village Clerk

---

City Clerk

Council Memo  
Transportation Services  
No.

**DATE:** 2/3/2025

**MEMO:**

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

**FROM:** Tim Gleason, City Manager  
Lacie Elzy, Director of Transportation Services

**SUBJECT:**

**Resolution Authorizing Intergovernmental Agreement Incorporating Village of Forsyth into the City of Decatur's Urban Transit Network**

**SUMMARY RECOMMENDATION:** It is recommended that the City Council approve the attached Resolution for Intergovernmental Agreement (IGA) with the Village of Forsyth, Illinois (Village).

**BACKGROUND:**

Historically, the City of Decatur and the Village of Forsyth have had an existing Intergovernmental Agreement (IGA) for fixed route services, specifically serving the commercial area around Hickory Point Mall. This Agreement has successfully met the transportation needs of both communities, but as these needs have evolved in Decatur, they have similarly changed in Forsyth. The Village has been an active participant in the stakeholder engagement process for the Comprehensive Operations Analysis and has been enthusiastic about the potential benefits of expanding transit services through microtransit operations.

The City of Decatur, Forsyth, and IDOT have worked together to explore ways to extend transit services to the Village beyond the scope of the existing IGA for fixed route services. Based on Census data, IDOT has agreed that Forsyth should be incorporated into our urban transit network.

Throughout this process, we have been mindful of protecting the City's interests, ensuring that the expansion of transportation services to Forsyth does not create a financial burden for City taxpayers.

Key highlights of the Intergovernmental Agreement (IGA) are as follows:

1. If grant funds are insufficient to cover operating costs, the Village will cover the operating deficit.
2. Every five years, the Village will allocate funds for the purchase of one ADA-accessible vehicle.

This proposed partnership is a transformative opportunity for the residents of Forsyth, who may lack reliable transportation. It will provide citizens in both Decatur and Forsyth with expanded employment opportunities, as well as improved access to shopping, medical, and other essential needs.

**LEGAL REVIEW:**

**PRIOR COUNCIL ACTION:**

The Council discussed this IGA on January 21, 2025 during the Comprehensive Operations Analysis Discussion Item.

**POTENTIAL OBJECTIONS:** Staff is not aware of any objections.

**INPUT FROM OTHER SOURCES:**

Village of Forsyth staff, IDOT staff, City staff.

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

**BUDGET/TIME IMPLICATIONS:**

**ATTACHMENTS:**

1. Resolution Authorizing Intergovernmental Agreement Incorporating Village of Forsyth into the City of Decatur's Urban Transit Network

**RESOLUTION NO. R2025\_\_\_\_\_**

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT  
INCORPORATING VILLAGE OF FORSYTH INTO THE CITY OF DECATUR'S  
URBAN TRANSIT NETWORK**

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Village of Forsyth, Illinois with the same or substantially same terms and the same is hereby, received, placed on file, approved and attached as Exhibit A.

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

PRESENTED AND ADOPTED this 3<sup>rd</sup> day of February 2025.

---

JULIE MOORE WOLFE  
MAYOR

ATTEST:

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KIM ALTHOFF  
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT INCORPORATING VILLAGE OF FORSYTH INTO THE CITY OF DECATUR'S URBAN TRANSIT NETWORK**

This Intergovernmental Agreement (hereafter "Agreement") is made by and between the City of Decatur (hereafter "City"), an Illinois Municipal Corporation, with a business address of 1 Gary K. Anderson Plaza, Decatur, Illinois, and the Village of Forsyth, Illinois (hereafter "Village"), an Illinois Municipal Corporation, hereafter collectively referenced as "the Parties".

**WHEREAS**, The Village and City support the access to and availability of public transportation in the community; and,

**WHEREAS**, The Village and City understand the advantages of governmental cooperation to promote improved access to and availability of public transportation; and,

**WHEREAS**, the Parties believe that providing public transportation to the residents of the Village provides benefits to both Parties as well as to the overall economic health of the communities and would be in the best interests of the public transportation service programs in the area; and,

**WHEREAS**, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter "transit system") operating in the City; and,

**WHEREAS**, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

**WHEREAS**, the City is capable and willing to provide operation and management of transit services to the Village; and,

**WHEREAS**, the Parties are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*

**NOW THEREFORE BE IT RESOLVED**, that in consideration of the mutual promises, covenants, and obligations herein, the City and the Village hereby agree as follows:

**TERMS OF AGREEMENT**

- 1. Incorporation of Recital Clauses.** The above recital clauses are hereby incorporated into and are made a part of this Agreement.
- 2. Effective Date and Term.** This Agreement shall be for the period beginning \_\_\_\_\_, 2025 and terminating December 31, 2025, and shall thereafter automatically renew for successive annual terms of January 1 to December 31 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement.

- 3. Transportation Services.** The City agrees to incorporate the Village into the Decatur Public Transit system service area as set forth in the Urbanized Area map (“UZA”) as set forth in the 2020 U.S. Census and provide public transportation services to the Village, said services to start on a date mutually agreed upon by the Parties.
- 4. Service Levels.** Public transit services will be provided to the Village utilizing microtransit/mobility on demand as well as paratransit service with said service levels determined and managed in all aspects by the City in its sole discretion.
- 5. Funding.** The program shall be funded by the City’s Illinois Department of Transportation (“IDOT”) and Federal Transit Administration (“FTA”) operating funds and state and federal grants. The City shall be responsible for initiating and completing all applicable State and federal funding program applications and grants and reporting requirements in a timely manner for those programs they are the direct recipient of funding for. If grant or other funds do not cover the operating deficits of transportation services for the Village and operated by the City under the terms of this Agreement, the Village will pay City an amount equal to said deficit for operating costs within sixty (60) days of City’s notice and request to Village for payment to the City. Under no conditions shall any City funds be required or used to fund transportation service operations, capital items or operating deficits, except as expressly stated in this Agreement.
- 6. Vehicle Purchase and Reimbursement.** The Village agrees to reimburse the City for the cost of an Americans with Disabilities Act (“ADA”) compliant vehicle utilizing general revenue or other funds of the Village within sixty (60) days of City’s notice and request to the Village for payment. The Village will be responsible to reimburse the City a maximum of Eighty Thousand Dollars (\$80,000) per vehicle with that amount increasing by two (2) percent each year or by the annual percentage change of the U.S. Department of Labor Midwest Urban Consumer Price Index, whichever is greater. The City will be responsible for the purchase of the vehicle and will have sole discretion in the determination of the type, make and model and wrap of the vehicle to be purchased to provide transportation under this Agreement. The Parties agree that the County will be required to reimburse the City for the cost of no more than one (1) replacement vehicle every five (5) years.
- 7. Assets.** The vehicles used to provide transportation services to the Village shall be solely owned and shall remain assets and property of the City and shall be under the sole control and management of the City. Nothing in this section shall be considered to act as a waiver of any of the protections or immunities provided for by the Local Governmental and Governmental Employees Tort Immunity Act.
- 8. Operation.** The City shall operate the transit service program to provide public transportation services to the Village accommodating levels of service with funding availability in accordance with the terms of this Agreement and will prepare a report annually providing the level of service provided by the City to the Village and the use of transit services utilized by Village. The City shall have the sole authority to determine the

fares to be paid by passengers using the transit services and reserves the right to change those fares.

- 9. Disruption of Services.** The City shall not be responsible for failure to perform services under this Agreement if said service is prevented by reason of weather, weather-related disruptions, Acts of God, strikes, labor disputes, pandemics, or other orders, directives or concurrences over which the City has no control.
- 10. Termination for Cause.** Either party may terminate this Agreement in whole or in part if they determine that the terms set forth in this Agreement cannot be met. Termination is affected by the receipt of written notification by the other party setting forth the reason for the termination and giving the other party thirty (30) days to cure the reason for the termination. If the reason is not cured within the thirty (30) day period, the initiating party may pursue termination.
- 11. Termination for Convenience.** This Agreement may be terminated in whole or in part by either party in writing for its convenience and through no failure of the other party to fulfill its obligations under this Agreement. No termination shall be effective until and unless the other party is given not less than thirty (30) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
- 12. Amendments.** The Parties may amend the terms of this Agreement at any time by written instrument signed by each party hereto. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will be binding only if evidenced in writing and signed by each party.
- 13. Indemnification.** To the extent permitted by Illinois law, the City will defend, indemnify, and hold Village, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of City breach or failure to perform its obligations under this Agreement.  
  
To the extent permitted by Illinois law, the Village will defend, indemnify, and hold the City, and its officers, board members, employees, agents, and representatives, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees, resulting from or arising out of Village's breach or failure to perform its obligations under this Agreement.

- 14. Notices.** Any notice required under this Agreement shall be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows, unless another address is designated by the party:

IF TO VILLAGE:

With Copy To:

IF TO CITY OF DECATUR:

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

With Copy To:

Corporation Counsel  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

- 15. Assignment.** This Agreement, and each party's rights and responsibilities under this Agreement, may not be assigned by either party without the written consent of the other party. This Agreement is for the benefit of the Parties and their successors only and not for the benefit of any other party.
- 16. Entire Agreement.** This Agreement and referenced documents set forth the entire agreement of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the Parties. This Agreement may not be modified or amended except by written agreement executed by the Parties to this Agreement.
- 17. Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Illinois. Any action or proceeding arising out of this Agreement will be litigated in courts located in Macon County, Illinois.
- 18. Attachments and Further Assurances.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement. The Parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement.
- 19. Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision contained in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 20. Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision, except that if the unenforceable provision affects substantial rights of a party, that party may request that the Agreement be renegotiated, and if renegotiations fail, may terminate this agreement.

VILLAGE OF FORSYTH

CITY OF DECATUR

---

Mayor

---

Julie Moore Wolfe, Mayor

Attest:

Attest:

---

Village Clerk

---

City Clerk

Council Memo  
Public Works  
No. 2025-09

**DATE:** 2/3/2025  
**MEMO:** 2025-09  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works

**SUBJECT:**  
Ordinance Annexing Territory 3047 Lakeland Road

**SUMMARY RECOMMENDATION:** Staff recommends that the following Ordinance annexing territory 3047 Lakeland Road 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. 2025-09 Ordinance Annexing Territory 3047 Lakeland Road

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
3047 LAKELAND ROAD**

---

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

LOT NINE (9) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-127-021

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 3<sup>rd</sup> 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.) \_\_\_\_\_

LISA S Lindsey

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3047 Lakeland Road, and legally described as follows:

LOT NINE (9) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-127-021

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

[Signature]

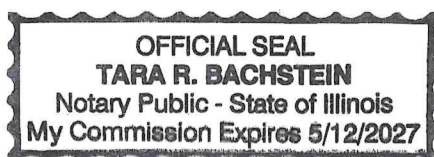
LISA Lindsey

3047 Lakeland Rd

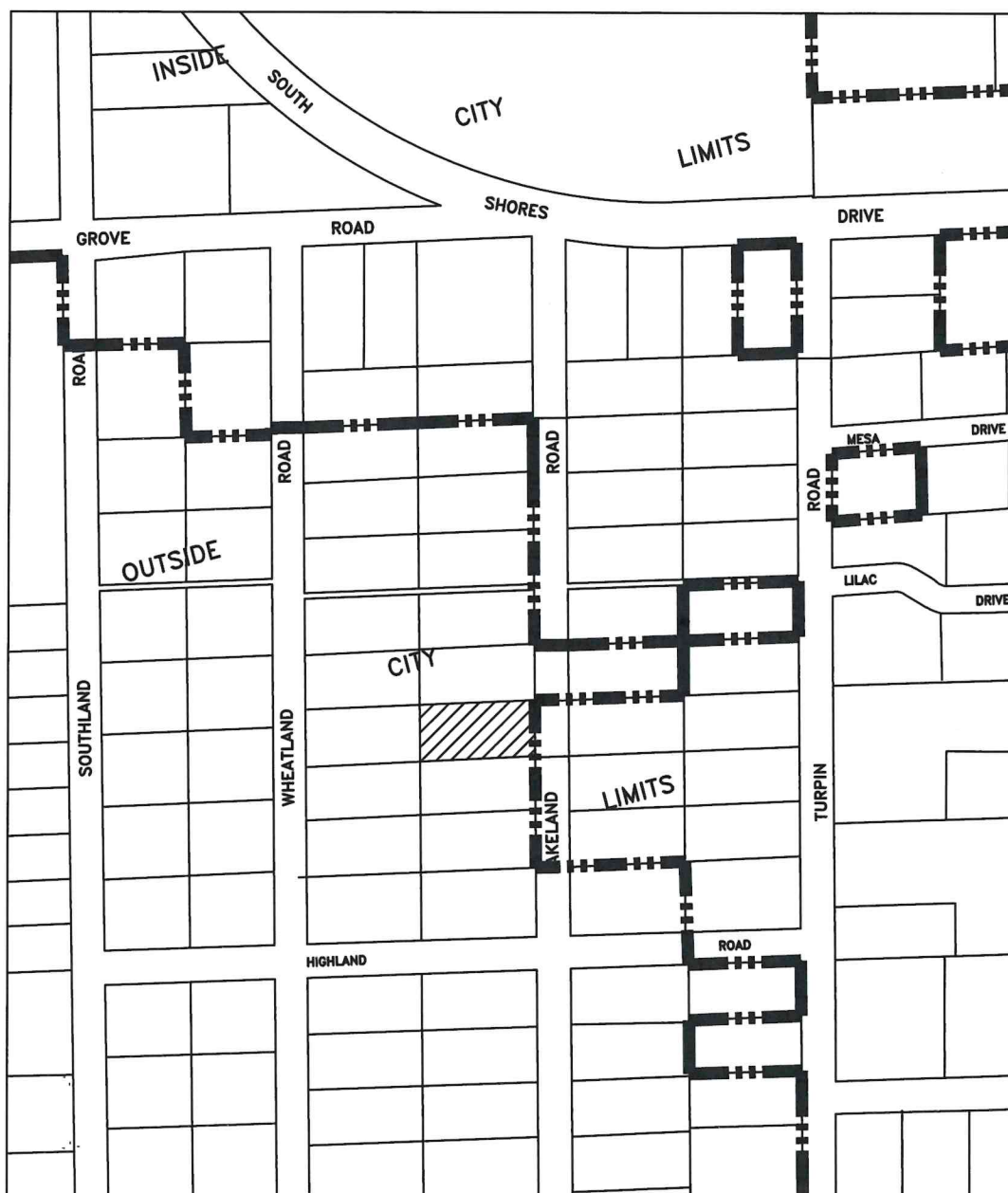
Signed and sworn to before me this 13<sup>th</sup> day of January, 20 25

[Signature]

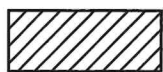
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
3047 LAKELAND ROAD



indicates territory annexed



indicates existing corporate limits

0.45± acres

AREA 0.00075± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



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.

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

ORDINANCE NO: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Exhibit B

Council Memo  
Public Works  
No. 2025-11

**DATE:** 2/3/2025  
**MEMO:** 2025-11  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works

**SUBJECT:**  
**Ordinance Annexing Territory 2965 South Wheatland Road**

**SUMMARY RECOMMENDATION:** Staff recommends that the following Ordinance annexing territory 2965 South Wheatland Road 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. 2025-11 Ordinance Annexing Territory 2965 South Wheatland Road

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ANNEXING TERRITORY  
2965 SOUTH WHEATLAND ROAD**

---

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

LOT THREE (3) IN BLOCK THREE (3) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDERS OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-126-012

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 3<sup>rd</sup> 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.) \_\_\_\_\_

Adam C Wood

Christina L Wood

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2965 South Wheatland Road, and legally described as follows:

LOT THREE (3) IN BLOCK THREE (3) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-126-012

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

**SIGNATURE**

**PRINTED NAME**

**STREET ADDRESS, CITY, STATE**

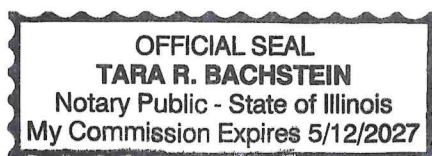
Christina L Wood

Christina L Wood

2965 S. Wheatland

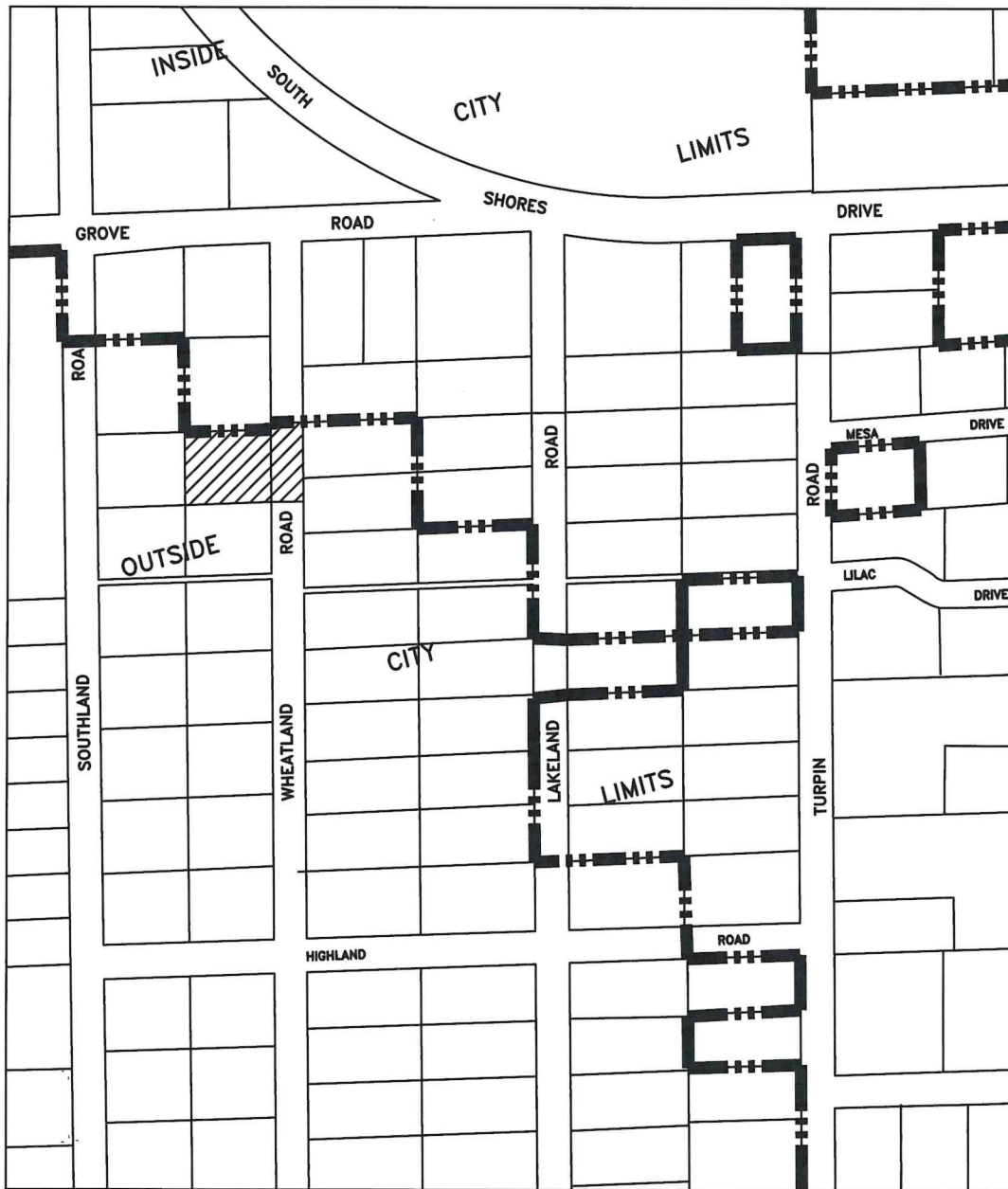
Adam Wood

Signed and sworn to before me this 15<sup>th</sup> day of January, 2025



Tara R. Bachstein  
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
2965 S. WHEATLAND ROAD



indicates territory annexed



indicates existing corporate limits

0.46± acres

AREA 0.00075± sq. miles

140± 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

ORDINANCE NO: \_\_\_\_\_

DATE: \_\_\_\_\_

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.

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Exhibit B

Council Memo  
Public Works  
No. 2025-13

**DATE:** 2/3/2025  
**MEMO:** 2025-13  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works  
Byron Bowman, Municipal Services Manager  
Chris Bergschneider, Fleet Supervisor

**SUBJECT:**  
**Resolution Authorizing Acceptance of a Sourcewell Contract for the Purchase of One (1) Stump Grinder from Vermeer Sales & Service**

**SUMMARY RECOMMENDATION:** Staff recommends awarding a Sourcewell contract in the amount of \$79,406.00 to Vermeer Sales & Service to furnish one (1) SC70tx Stump Grinder.

**BACKGROUND:**

The Public Works, Forestry Division has requested a new Stump Grinder to replace an existing Stump Grinder used for tree stump removal.

The unit being traded in is unit 424, a 2011 Vermeer Stump Grinder. It is selected to trade-in due to its age and condition. Unit 424 has 824 hours.

The replacement vehicle is estimated to be available immediately.

**LEGAL REVIEW:** There are no contracts for Legal to review.

**PRIOR COUNCIL ACTION:**

None

**DISPOSAL OF REPLACED UNIT:** The old unit is to be traded in.

**POTENTIAL OBJECTIONS:** There are no known objections.

**INPUT FROM OTHER SOURCES:**

Fleet Maintenance wrote the bid specifications based on Forestry requirements.

**STAFF REFERENCE:** Matt Newell, Public Works Director; Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

**BUDGET/TIME IMPLICATIONS:** Funding for the expenditure is provided in the FY2025 Budget.

**ATTACHMENTS:**

1. 2025-13 Vermeer Stump Grinder Resolution

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING ACCEPTANCE OF A SOURCEWELL CONTRACT  
FOR THE PURCHASE OF ONE (1) STUMP GRINDER FROM VERMEER SALES &  
SERVICE**

---

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

Section 1. That the Sourcewell Bid to Vermeer Sales & Service quote received for one (1) SC70tx Stump Grinder, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell Bid from Vermeer Sales & Service., in the amount of \$79,406.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Vermeer Sales & Service, for their quote price of \$79,406.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager, that the City may borrow money to make such payment, without any further authorization or direction from the Council, with terms and conditions as determined by the City Treasurer and approved by the City Manager, and that the City Treasurer and other officials of the City are authorized and directed to take any action as may be required by the City to effect such financing,

PRESENTED and ADOPTED this 3<sup>rd</sup> day of February 2025.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Kim Althoff, City Clerk



120 E Martin Drive  
Goodfield, IL 61742  
309-965-3300  
[www.vermeermidwest.com](http://www.vermeermidwest.com)

## CONSUMER RETAIL PURCHASE ORDER AND SECURITY AGREEMENT

1/17/2025

Reference #: Q-31318-1

PO #:

Bill To:  
DECATUR, CITY OF  
Chris Bergschneider  
#1 Gary K Anderson Plaza  
DECATUR, IL 62523  
217 875 5718

Ship To:  
DECATUR, CITY OF  
Chris Bergschneider  
2600 North Jasper Street  
DECATUR, IL 62526  
217 875 5718

**1 New Vermeer SC70tx**

**\$87,802.00**

**~031721-VRM Vermeer Source Well Number / #66300 City of Decatur Source Well Number**

- ~ Caterpillar 67 HP T4F Turbo Diesel Engine, 153 Ft. Lbs Torque
- ~ Low Oil Pressure & High Coolant Temp Shutdown system
- ~ Weighs 3,900 Lbs
- ~12 Gallon Fuel Tank
- ~ Upgraded "80 Size" Upper and Lower Gearbox's
- ~ 2~speed Rubber Track Self~Propelled Ground Drive
- ~ Expandable/ Retractable Undercarriage
- ~ New Smooth Tracking, Upgraded Undercarriage
- ~ 20% Faster Tracking Speed Than Older Models
- ~ Vermeer Exclusive Cutting System w/ 30 teeth
- ~ Direct Drive Gearbox Cutter Wheel Drive
- ~ Swing Out Operator Control Station
- ~ Patented Auto Sweep
- ~ Wireless Remote Option
- ~ 1 Year /1,000 –Hour Standard Vermeer Limited Warranty
- ~ 3 Year / 3,000 – Hour Limited Warranty On Gearboxes & Driveline
- ~ 2 Year / 2,000 Hour Standard Caterpillar Engine Warranty per Engine Manufacturer

**1 Used 2011 Vermeer Stump Grinder, 831 hours, SN# 1VR2151J1C1001084**

**\$-18,500.00**

**CONFIDENCE PLUS 3 YRS (SC70TX)-PREMIUM COV W/M**

**\$8,427.00**

**CONFIDENCE PLUS PACKAGE**

~ 36 Months Total Extended Warranty Coverage with NO HOUR RESTRICTION on your Vermeer Equipment Components. Engine Warranty Not Included.

**PLANNED MAINTENANCE**

~ Includes the first 3 Maintenance Intervals at 50/250/500 hours.

**TRAVEL/DIAGNOSTICS**

~ Travel and Diagnostics offered at a 60% discount for entire Confidence Plus term

## EXHIBIT A

Initials: \_\_\_\_\_

Quote #:Q-31318

|                  |              |
|------------------|--------------|
| Untaxed Machine  | \$87,802.00  |
| Trade            | \$-18,500.00 |
| Freight and Prep | \$1,677.00   |
| Warranty         | \$8,427.00   |
| Grand Total      | \$79,406.00  |
| <hr/>            |              |
| Total Due        | \$79,406.00  |
| <hr/>            |              |

**Note: Buyer certifies all Trade-Ins are free of encumbrances**

**Notice**

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds thereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Until the seller is paid in full for said equipment, buyer shall obtain insurance naming seller as "additional insured" covering all risk of loss, theft or damage on equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and assigned to seller. The buyer shall immediately deliver to the seller, a certificate of insurance indicating the same.

**Applicable items denoted below:**

- Sold new with: 1 Year / 1,000 Hours Parts and Labor Standard Vermeer Limited Warranty

All warranty repairs made under this agreement must be made in dealer's shop and buyer is responsible for hauling equipment for repair. All warranty parts must be returned within 30 days. No warranty is given by the dealer for tires, batteries or accessories, and the buyer is fully responsible for repairs necessitated by accident, misuse or negligence. This warranty is not transferable.

In the event the equipment described herein is unavailable for any reason beyond the seller's control, the seller shall not be liable for any damages caused to the buyer.

If any sales, use, excise or other tax is not stated correctly herein or is changed by an applicable government authority and effective to this purchase, the amount due hereunder shall be adjusted accordingly.

The equipment purchased herein is hereby pledged to seller as security until the entire purchase has been paid, buyer authorizes seller to file a U.C.C.-1

Financing Statement against the buyer for said equipment, until paid in full.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

I hereby agree

to the conditions of this order, expressed in the foregoing, constituting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. In order to secure buyer's obligations under this agreement and any extension, renewal or modification thereof, buyer hereby grants to dealer a security interest in all of the goods described herein, and all accessions and additions thereto and all proceeds thereof.

Notice to the buyer:

Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract.

Buyer's signature: \_\_\_\_\_ Date: \_\_\_\_\_  
By signing this agreement the buyer agrees to above provisions

Salesman signature: \_\_\_\_\_ Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Quote #:Q-31318

Council Memo  
Public Works  
No. 2025-16

**DATE:** 2/3/2025  
**MEMO:** 2025-16  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works  
Byron Bowman, Municipal Services Manager  
Chris Bergschneider, Fleet Supervisor

**SUBJECT:**  
**Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) Backhoe**

**SUMMARY RECOMMENDATION:** Staff recommends awarding a Sourcewell contract in the amount of \$131,052.00 to Altorfer, Inc., to furnish one (1) 2025 CAT 420-07 Backhoe Loader.

**BACKGROUND:**

The Public Works, Municipal Services Division has requested a new Backhoe to replace the existing Backhoe, #256. The new #256 Backhoe would be used for 72 Hour Clean Ups debris removal, tree removal and tree brush removal.

Unit #256 has been selected to be replaced due to its age and condition.

The replacement vehicle would be delivered in 60-90 days.

**OTHER BIDDERS:** Martin Equipment.

**LEGAL REVIEW:** There are no contracts for Legal to review.

**PRIOR COUNCIL ACTION:**

None

**POTENTIAL OBJECTIONS:** There are no known objections.

**INPUT FROM OTHER SOURCES:**

Fleet Maintenance wrote the bid specifications based on Municipal Services Division and Forestry Section needs.

**STAFF REFERENCE:** Matt Newell, Public Works Director; Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions on this item.

**BUDGET/TIME IMPLICATIONS:** Funding for the truck expenditure is provided in the approved FY2025 Budget.

**ATTACHMENTS:**

1. 2025-16 Backhoe Resolution

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING A SOURCEWELL CONTRACT FOR THE  
PURCHASE OF ONE (1) BACKHOE**

---

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

Section 1. That the Sourcewell Bid from Altorfer, Inc., received for One (1) 2025 CAT 420-07 Backhoe Loader presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the Sourcewell Bid from Altorfer, Inc., in the amount of \$131,052.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Altorfer, Inc., for their quote price of \$131,052.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager, that the City may borrow money to make such payment, without any further authorization or direction from the Council, with terms and conditions as determined by the City Treasurer and approved by the City Manager, and that the City Treasurer and other officials of the City are authorized and directed to take any action as may be required by the City to effect such financing,

PRESENTED and ADOPTED this 3<sup>rd</sup> day of February 2025.

---

Julie Moore Wolfe, Mayor

ATTEST:

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Kim Althoff, City Clerk

January 27<sup>th</sup>, 2025**City of Decatur**2600 North Jasper Street  
Decatur, IL 62526-4703

We are pleased to provide the following proposal for your review:

**One (1) New 2025 CAT® 420-07 Backhoe Loader***Includes the following standard equipment and options:*

Sound Suppressed, ROPS/FOPS Cab  
 Air Conditioner & Heater/ Defroster  
 CAT Deluxe Air Suspension, Cloth Seat  
 Front & Rear Window Wipers/ Washers  
 Four LED Head Lights, Four Rear Flood Lights  
 Hazard Flashers, Turn Signals, Stop & Tail Lights  
 Front Tires: 340 80-18  
 Rear Tires: 500 70-24  
 MP Loader Bucket & E-Stick with Combined Aux Lines  
 Return-To-Dig and Self-Leveling Controls

**Single Stick Loader Control****No Detachable IT Front Bucket (hydraulic coupler)****Multi-Purpose Loader Hydraulics****+ Wain-Roy Jump Latch Rear Coupler for Deere Pins****+ Wain-Roy 24" 7.6 ft<sup>3</sup> JAW Bucket (with 4 teeth)**

CAT C3.6 ACERT™ Tier 4f Engine

4WD Powershift Transmission

120V Engine Heater

Two, Maintenance Free 850 CCA Batteries

Flip-Over Stabilizer Pads

Six-Function Backhoe Hydraulics

Extendible-Stick (E-Stick)

1,015 lbs. Counterweight

CAT Product Link Cellular

AM/FM Radio

**Dual Mechanical Hoe Controls****Ride Control****Cold Weather Package****No Side-Mount Auxiliary Hydraulics Kit****+ CAT 1.3 yd<sup>3</sup> Multi-Purpose Loader Bucket (with cutting edge)****Equipment Protection Plan (EPP):**

Includes 12-Months Premier warranty plus additional 36mo / 2,000hrs Powertrain + Hydraulics + Tech EPP.

Includes 12-Months Travel &amp; Mileage coverage for all warrantable issues plus Level 3 - SOS &amp; Vision Link.

**Availability:**

This quote is for a 2025 model 420-07 that is coming into our possession in the coming week or two. It's the only inbound 420-07 at this time, so first signed deal captures it.

**Sourcewell Member Pricing:****Salesman's Additional Discounting:****Less Trade-In 2017 DEERE 310SL 2WD (Serial # 1T0310SLEHF314837)****Altorfer CAT's Pricing on 2023 model blow out:****\$162,259****\$ -6,207****\$ -25,000****\$131,052****vs. 2023 @ \$159,479****vs. 2023 @ \$ -7,903****same @ \$-25,000****vs. 2023 @ \$126,576**

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,

**Brian Goudie**Machine Sales Representative | Altorfer CAT | 309-824-8701 | [brian.goudie@altorfer.com](mailto:brian.goudie@altorfer.com)**EXHIBIT A**

**DATE:** 2/3/2025

**MEMO:** 2025-14

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

**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works  
Shane Brandel, Chief of Police  
Kelly Harrison, Procurement Officer

**SUBJECT:**

**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**

**SUMMARY RECOMMENDATION:**

Staff recommends approval of the following resolutions:

1. Resolution awarding a contract for the State of Illinois Joint Purchasing Agreement amount of \$399,275.42 to Sutton Ford Inc. for the Purchase of Six (6) 2025 Ford Explorer Police Interceptor Vehicles. The bids include the cost of the vehicles along with the Police Department equipment required for up fitting.
2. Resolution awarding a contract with CDS Office Technologies for \$75,690.00 for the purchase of camera and computer systems for Six (6) police interceptor vehicles.

**BACKGROUND:**

The City of Decatur Police Department has requested Six (6) 2025 Ford Explorer Police Interceptor Vehicles to replace old units due to mileage and condition.

The vehicles being replaced are:

Unit 812 a 2021 Ford Interceptor with 84,271 miles.  
Unit 813 a 2021 Ford Interceptor with 87,800 miles.  
Unit 821 a 2019 Ford Interceptor with 116,562 miles.  
Unit 823 a 2019 Ford Interceptor with 124,686 miles.  
Unit 824 a 2019 Ford Interceptor with 131,204 miles.  
Unit 872 a 2015 Ford Interceptor with 128,773 miles.

The replacement vehicles are estimated to be delivered in 6 to 9 months.

**Computer and Camera Systems**

The IT Department provided computer and camera system costs from CDS Office Technologies in the amount of \$75,690.00.

**LEGAL REVIEW:** There are no contracts for Legal to review.

**DISPOSAL OF REPLACED UNITS:** The replaced vehicles will be sold or auctioned after the new vehicles are put in service.

**PRIOR COUNCIL ACTION:**

None

**POTENTIAL OBJECTIONS:** There are no known objections.

**INPUT FROM OTHER SOURCES:**

Fleet Maintenance wrote bid specifications based on Police Department requirements.

**STAFF REFERENCE:** Matthew Newell, Public Works Director; Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance to answer any questions.

**BUDGET/TIME IMPLICATIONS:** Funding for this expenditure is available in the FY 2025 Budget.

**ATTACHMENTS:**

1. 2025-14 Resolution Police Vehicles

**RESOLUTION NO. \_\_\_\_\_**

**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.**

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

Section 1. That the State of Illinois Joint Purchasing bid received for Six (6) 2025 Ford Explorer Police Interceptor Vehicles presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Sutton Ford Inc., in the amount of \$399,275.42, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Sutton Ford Inc., for their State of Illinois Joint Purchasing bid price of \$399,275.42.

Section 4 That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager, that the City may borrow money to make such payment, without any further authorization or direction from the Council, with terms and conditions as determined by the City Treasurer and approved by the City Manager, and that the City Treasurer and other officials of the City are authorized and directed to take any action as may be required by the City to effect such financing,

PRESENTED and ADOPTED this 3<sup>rd</sup> day of February 2025.

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Julie Moore Wolfe, Mayor

ATTEST:

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Kim Althoff, City Clerk



COMMERCIAL  
& FLEET

**SUTTON FORD INC.**

21315 CENTRAL AVE.  
MATTESON IL 60443

**INVOICE**

Monday, October 28, 2024

DATE

PURCHASER'S NAME

CITY OF DECATUR, ILLINOIS

STREET ADDRESS

1 GARY K. ANDERSON PLAZA

CITY

DECATUR

STATE

IL

ZIP

62523

BUS PHONE

217-875-5718

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☒

TRUCK ☐

CAR ☐

| YEAR                                       | MAKE | MODEL    | BODY TYPE          | COLOR                   | TRIM           | STOCK NO. |
|--------------------------------------------|------|----------|--------------------|-------------------------|----------------|-----------|
| 2025                                       | FORD | EXPLORER | POLICE INTERCEPTOR | BLACK                   |                | ORDER     |
| VIN NO.                                    |      |          | MILES              | SALES REP               | Scott Ourednik |           |
| 2025 POLICE INTERCEPTOR AWD 3.3L V6 HYBRID |      |          | \$51,003.00        | TRADE-IN INFORMATION    |                |           |
|                                            |      |          |                    | MAKE OF USED VEHICLE    |                |           |
|                                            |      |          |                    | YEAR                    |                |           |
|                                            |      |          |                    | MODEL                   |                |           |
|                                            |      |          |                    | VEHICLE IDENT. NO.      |                |           |
|                                            |      |          |                    | MILEAGE                 |                |           |
|                                            |      |          |                    | TRADE VALUE             |                |           |
|                                            |      |          |                    |                         |                |           |
| SUBTOTAL                                   |      |          | \$51,003.00        | FLEET SALES INFORMATION |                |           |
| ELECTRONIC FILING FEE                      |      |          | \$0.00             | ORDERING FIN            | QB190          |           |
| DOCUMENTATION FEE                          |      |          | \$0.00             | END USER FIN            | QB190          |           |
| ILLINIOS SALES TAX 7.25%                   |      |          | \$0.00             | SALES TYPE              | 3              |           |
| COUNTY TAX- COOK 1.00%                     |      |          | \$0.00             | GPC DISCOUNT            |                |           |
| CITY OF CHICAGO TAX 1.25%                  |      |          | \$0.00             | GPC REF #               |                |           |
| COOK COUNTY WHEEL TAX                      |      |          | \$0.00             | 56A/CPA DISCOUNT        |                |           |
| LICENSE, TRANSFER, TITLE                   |      |          | \$173.00           | 56M DISCOUNT            |                |           |
| EXTENDED SERVICE CONTRACT                  |      |          | \$0.00             | RETAIL REBATE #         |                |           |
| TOTAL PRICE                                |      |          | \$51,176.00        |                         |                |           |
| CASH DOWN PAYMENT                          |      |          | \$0.00             |                         |                |           |
| REBATE                                     |      |          | \$0.00             |                         |                |           |
| TOTAL DOWN PAYMENT                         |      |          | \$0.00             |                         |                |           |
| UNPAID CASH BALANCE DUE ON DELIVERY        |      |          | \$51,176.00        | 6 UNIT TOTAL:           | \$307,056.00   |           |

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF \$303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE

10/28/2024

ACCEPTED BY:

Scott Ourednik

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE

10/28/2024

**EXHIBIT A**



COMMERCIAL  
& FLEET

**SUTTON FORD INC.**

21315 CENTRAL AVE.

MATTESON IL 60443

**INVOICE**

Monday, October 28, 2024

DATE

PURCHASER'S NAME

CITY OF DECATUR, ILLINOIS

STREET ADDRESS

1 GARY K. AMDERSON PLAZA

CITY

DECATUR

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62523

BUS PHONE

217-875-5718

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☒

TRUCK ☐

CAR ☐

| YEAR                                       | MAKE | MODEL    | BODY TYPE          | COLOR                   | TRIM         | STOCK NO.      |
|--------------------------------------------|------|----------|--------------------|-------------------------|--------------|----------------|
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|                                            |      |          |                    | MAKE OF USED VEHICLE    |              |                |
|                                            |      |          |                    | YEAR                    |              |                |
|                                            |      |          |                    | MODEL                   |              |                |
|                                            |      |          |                    | VEHICLE IDENT. NO.      |              |                |
|                                            |      |          |                    | MILEAGE                 |              |                |
|                                            |      |          |                    | TRADE VALUE             |              |                |
|                                            |      |          |                    |                         |              |                |
| SUBTOTAL                                   |      |          | \$51,003.00        | FLEET SALES INFORMATION |              |                |
| ELECTRONIC FILING FEE                      |      |          | \$0.00             | ORDERING FIN            | QB190        |                |
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| REBATE                                     |      |          | \$0.00             |                         |              |                |
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ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE

10/28/2024

ACCEPTED BY:

Scott Ourednik

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE

10/28/2024

Federal Signal (4)

| DECATUR MARKED PATROL        |                    |                             |               |              |  |
|------------------------------|--------------------|-----------------------------|---------------|--------------|--|
| QTY                          | PRODUCT            | DESCRIPTION                 | CONTRACT LINE | PRICE        |  |
| 1                            | VAL51J-P1H         | VALOR LIGHT BAR             | 8             | \$ 3,865.00  |  |
| 1                            | HKB-FPIU20-LONG    | HOOK KIT FOR ABOVE          |               |              |  |
| 1                            | PF200R             | PATHFINDER                  |               |              |  |
|                              |                    |                             |               |              |  |
| 1                            | OBD CABLE 25-2     | OBD CABLE                   | 43            | \$ 230.00    |  |
| 1                            | EXPMOD24           | EXPANSION MODULE            |               | \$ 386.00    |  |
| 1                            | MPS62UX-RW         | FOG LIGHT R/W               |               | \$ 201.00    |  |
| 1                            | MPS62UX-BW         | FOG LIGHT B/W               |               | \$ 201.00    |  |
| 1                            | MPSM6-SPACRKT      | FOG LIGHT SPACER            |               | \$ 58.00     |  |
| 1                            | 416900-VHB         | 3M TAPE FOR ABOVE           |               | \$ 19.00     |  |
| 1                            | EXPHARN03          | EXPANSION HARNESS           |               | \$ 173.00    |  |
| 1                            | EXPMOD-2           | EXPANSION MODULE            |               | \$ 714.00    |  |
| 1                            | MPS62UX-RW         | CARGO WINDOW LIGHT          |               | \$ 201.00    |  |
| 1                            | MPS62UX-BW         | CARGO WINDOW LIGHT          |               | \$ 201.00    |  |
| 2                            | MPSM6-LB           | BRACKET FOR ABOVE           |               | \$ 38.00     |  |
| 2                            | MPS62UX-RB         | HATCH LIGHTS                |               | \$ 402.00    |  |
| 1                            | SIFMJH-FPIU20-PF1  | REAR ILS                    |               | \$ 1,875.00  |  |
| 1                            | COM3SRWC           | COMPARTMENT LIGHT           |               | \$ 95.00     |  |
| SUBTOTAL                     |                    |                             |               | \$ 4,794.00  |  |
| 15% DISCOUNT                 |                    |                             |               | \$ 719.10    |  |
| TOTAL                        |                    |                             |               | \$ 4,074.90  |  |
|                              |                    |                             |               |              |  |
| 1                            | RBKIT1             | RUMBLER                     | 36            | \$ 367.00    |  |
| 1                            | RB-FPIU20          | BRACKET FOR ABOVE           |               | \$ 71.00     |  |
| 1                            | ES100C             | SPEAKER                     |               | \$ 391.00    |  |
| 1                            | ES100C             | SPEAKER                     |               | \$ 391.00    |  |
| 1                            | DFC-SB-ES100C      | SPEAKER BRACKET             |               | \$ 35.00     |  |
| SUBTOTAL                     |                    |                             |               | \$ 1,255.00  |  |
| 15% DISCOUNT                 |                    |                             |               | \$ 188.25    |  |
| TOTAL                        |                    |                             |               | \$ 1,066.75  |  |
|                              |                    |                             |               |              |  |
| 2                            | MPS62UX-BW         | PUSH BAR LIGHT B/W          | 23            | \$ 862.00    |  |
| 2                            | MPS62UX-RW         | PUSH BAR LIGHT R/W          |               |              |  |
| 1                            | DFC-PB-FPIU20      | PUSH BAR                    |               |              |  |
| 1                            | DFC-TC4L           | TOP CHANNEL 4 LIGHTS        |               |              |  |
|                              |                    |                             |               |              |  |
| 1                            | C-VSX-1800-INUT-PM | CONSOLE                     | 44            | \$ 933.00    |  |
| 1                            | C-PMX-101          | PRINTER                     |               | \$ 195.00    |  |
| 1                            | CUP2-1004          | CUP HOLDER                  |               | \$ 65.00     |  |
| 1                            | C-ARM-1001         | ARM REST                    |               | \$ 318.00    |  |
| 1                            | C-MD-119           | SWING ARM                   |               | \$ 367.00    |  |
| 1                            | CG-X               | CHARGE GUARD                |               | \$ 107.00    |  |
| 1                            | CEB30-FSP-1P       | FILLER PLATE FOR PATHFINDER |               | \$ 8.00      |  |
| 1                            | C-LP2-PS1-USB      | USB PLUGS                   |               | \$ 198.00    |  |
| 2                            | MMSU               | MAGNETIC MIC                |               | \$ 96.00     |  |
| 1                            | C-TTP-INUT-1201    | CARGO PLATE                 |               |              |  |
| 1                            | C-TTP-INUT-4       | EQUIPMENT TRAY              |               | \$ 2,660.49  |  |
| 1                            | SBX-3003           | OPEN STORAGE DRAWER TOPPER  |               | \$ 266.00    |  |
| 1                            | SBX-1008           | STORAGE BOX W PUSH BUTTON   |               | \$ 1,928.00  |  |
| SUBTOTAL                     |                    |                             |               | \$ 7,141.49  |  |
| 15% DISCOUNT                 |                    |                             |               | \$ 1,071.22  |  |
| TOTAL                        |                    |                             |               | \$ 6,070.27  |  |
|                              |                    |                             |               |              |  |
| 1                            | GK0068E            | GUN LOCKS                   | 45            | \$ 809.00    |  |
| SUBTOTAL                     |                    |                             |               | \$ 809.00    |  |
| 15% DISCOUNT                 |                    |                             |               | \$ 121.35    |  |
| TOTAL                        |                    |                             |               | \$ 687.65    |  |
|                              |                    |                             |               |              |  |
| 2                            | RBDMG44WW4SSRRB    | 5:1 ANTENNA                 | 48            | \$ 390.00    |  |
|                              |                    |                             |               |              |  |
| 1                            | PK1130ITU20TM      | FRONT PARTITION             | 42            | \$ 1,035.00  |  |
|                              |                    |                             |               |              |  |
| 1                            | QK0566ITU20        | REPLACEMENT SEAT            | 35            | \$ 1,495.00  |  |
|                              |                    |                             |               |              |  |
| 1                            | WK0514ITU20H       | WINDOW BARRIERS             |               | \$ 329.00    |  |
|                              |                    |                             |               |              |  |
| TOTAL BUILD COST PER VEHICLE |                    |                             |               | \$ 19,875.57 |  |

> DEDUCT

17,681.57

70,726.28

Federal Signal (2)

| DECATUR ADMIN                |                    |                             |               |              |
|------------------------------|--------------------|-----------------------------|---------------|--------------|
| QTY                          | PRODUCT            | DESCRIPTION                 | CONTRACT LINE | PRICE        |
| 1                            | SIFMJS-FPIU20-P3   | FRONT ILS                   | 8             | \$ 3,685.00  |
| 1                            | SIFMJH-FPIU20-PF1  | REAR ILS                    |               |              |
| 1                            | PF200R             | PATHFINDER                  |               |              |
| 1                            | OBD CABLE25-2      | OBD CABLE                   | 43            | \$ 230.00    |
| 1                            | EXPMOD24           | EXPANSION MODULE            |               | \$ 386.00    |
| 1                            | MPS62UX-RW         | FOG LIGHT R/W               |               | \$ 201.00    |
| 1                            | MPS62UX-BW         | FOG LIGHT B/W               |               | \$ 201.00    |
| 2                            | MPSM6-SPACRKT      | FOG LIGHT SPACER            |               | \$ 58.00     |
| 1                            | 416900-VHB         | 3M TAPE FOR ABOVE           |               | \$ 19.00     |
| 1                            | EXPHARN03          | EXPANSION HARNESS           |               | \$ 173.00    |
| 1                            | EXPMOD-2           | EXPANSION MODULE            |               | \$ 714.00    |
| 1                            | MPS62UX-RW         | CARGO WINDOW LIGHT          |               | \$ 201.00    |
| 1                            | MPS62UX-BW         | CARGO WINDOW LIGHT          |               | \$ 201.00    |
| 2                            | MPSM6-LB           | BRACKET FOR ABOVE           |               | \$ 38.00     |
| 2                            | MPS62UX-RB         | HATCH LIGHTS                |               | \$ 402.00    |
| 1                            | MPSC2-RW           | GRILLE MOUNT                |               | \$ 196.00    |
| 1                            | MPSC2-BW           | GRILLE MOUNT                |               | \$ 196.00    |
|                              |                    |                             |               |              |
|                              |                    |                             |               |              |
| SUBTOTAL                     |                    |                             |               | \$ 3,216.00  |
| 15% DISCOUNT                 |                    |                             |               | \$ 482.40    |
| TOTAL                        |                    |                             |               | \$ 2,733.60  |
| 1                            | RBKIT1             | RUMBLER                     | 36            | \$ 367.00    |
| 1                            | RB-FPIU20          | BRACKET FOR ABOVE           |               | \$ 71.00     |
| 1                            | ES100C             | SPEAKER                     |               | \$ 391.00    |
| 1                            | DFC-SB-ES100C      | SPEAKER BRACKET             |               | \$ 35.00     |
| SUBTOTAL                     |                    |                             |               | \$ 864.00    |
| 15% DISCOUNT                 |                    |                             |               | \$ 129.60    |
| TOTAL                        |                    |                             |               | \$ 734.40    |
| 1                            | C-VSX-1800-INUT-PM | CONSOLE                     | 44            | \$ 933.00    |
| 1                            | CUP2-1004          | CUP HOLDER                  |               | \$ 65.00     |
| 1                            | C-ARM-1001         | ARM REST                    |               | \$ 318.00    |
| 1                            | CG-X               | CHARGE GUARD                |               | \$ 107.00    |
| 1                            | CEB30-FSP-1P       | FILLER PLATE FOR PATHFINDER |               | \$ 8.00      |
| 1                            | C-LP2-PS1-USB      | USB PLUGS                   |               | \$ 198.00    |
| 2                            | MMSU               | MAGNETIC MIC                |               | \$ 96.00     |
| 1                            | C-TTP-INUT-1201    | CARGO PLATE                 |               |              |
| 1                            | C-TTP-INUT-4       | EQUIPMENT TRAY              |               | \$ 2,660.49  |
| 1                            | SBX-3003           | OPEN STORAGE DRAWER TOPPER  |               | \$ 266.00    |
| 1                            | SBX-1008           | STORAGE BOX W PUSH BUTTON   |               | \$ 1,928.00  |
| SUBTOTAL                     |                    |                             |               | \$ 6,579.49  |
| 15% DISCOUNT                 |                    |                             |               | \$ 986.92    |
| TOTAL                        |                    |                             |               | \$ 5,592.57  |
| 1                            | RBDMG44WW4SSRRB    | 5:1 ANTENNA                 | 48            | \$ 195.00    |
| TOTAL BUILD COST PER VEHICLE |                    |                             |               | \$ 12,940.57 |

> PRODUCT

10,746.57

21,493.14

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING THE BID PRICE OF CDS OFFICE TECHNOLOGIES  
FOR THE PURCHASE OF COMPUTER EQUIPMENT FOR SIX (6) 2025 FORD  
EXPLORER POLICE INTERCEPTOR VEHICLES**

---

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

Section 1. That the bid received for Computer Equipment for Six (6) 2025 Ford Explorer Police Interceptor Vehicles, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of CDS Office Technologies, in the amount of \$75,690.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and CDS Office Technologies, for their bid price of \$75,690.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager, that the City may borrow money to make such payment, without any further authorization or direction from the Council, with terms and conditions as determined by the City Treasurer and approved by the City Manager, and that the City Treasurer and other officials of the City are authorized and directed to take any action as may be required by the City to effect such financing,

PRESENTED and ADOPTED this 3<sup>rd</sup> day of February 2025.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Kim Althoff, City Clerk



**CDS Office Technologies**  
1271 HAMILTON PARKWAY  
Itasca, Illinois 60143  
United States  
(P) 630-625-4519  
(F) 630-305-9876

## EXHIBIT A

### Quotation (Open)

#### Date

Jan 28, 2025 03:47 PM CST

#### Modified Date

Jan 28, 2025 03:48 PM CST

#### Quote #

506982 - rev 1 of 1

#### Description

6 x FZ-40GCAAFBM (i7, 4G, GPS) & 6 x WV-VPU4000 for new vehicles

#### SalesRep

Gottlieb, Mark  
(P) 630-625-4519  
(F) 630-305-9876

#### Customer Contact

Edwards, James  
(P) 217-450-2236  
jedwards@decaturil.gov

#### Customer

Decatur Police Department (27871)  
Edwards, James  
707 W South Side Dr  
Decatur, IL 62521  
United States  
(P) 217-424-2711

#### Bill To

Decatur Police Department  
Payable, Accounts  
#1 Gary K Anderson Plaza  
Decatur, IL 62523  
United States  
(P) 217-450-2228  
(F) 217-450-2284  
accountspayable@decaturil.gov

#### Ship To

Decatur Police Department  
Fleet, Maintenance  
260 N Jasper  
Decatur, IL 62526  
United States  
(P) 217-424-2768  
jedwards@decaturil.gov

#### Customer PO:

**Special Instructions:**  
DROP SHIP

#### Terms:

Undefined

#### Ship Via:

Best Way

#### Carrier Account #:

| #                                                                                                     | Description                                                                                                                                                                                                                                                                                                                                                                                          | Part #          | Qty | Unit Price | Total       |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----|------------|-------------|
| <b>Panasonic Toughbook FZ-40 Mk 2 - Fully Rugged</b>                                                  |                                                                                                                                                                                                                                                                                                                                                                                                      |                 |     |            |             |
| 1                                                                                                     | <b>Panasonic Toughbook FZ-40 - Fully Rugged 14" laptop (Core Ultra 7, 4G, GPS)</b><br>Win11 Pro, Intel Core Ultra 7 165H vPro (up to 5.0GHz), AMT, 14.0" FHD Gloved Multi Touch, 32GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 7, Bluetooth, 4G EM7690, GPS, Quad Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0<br><b>Note:</b><br>- Emissive Backlit Keyboard, Flat | FZ-40GCAAFBM    | 6   | \$4,410.00 | \$26,460.00 |
| <b>Havis Toughbook 40 Quad Pass-Thru Docking Station with Power Supply &amp; Multipurpose Bracket</b> |                                                                                                                                                                                                                                                                                                                                                                                                      |                 |     |            |             |
| 2                                                                                                     | Havis - Docking Station For Panasonic Toughbook 40 with Standard Port Replication & Quad Pass-Thru Antenna Connections & Lind Power Supply                                                                                                                                                                                                                                                           | DS-PAN-1502-4   | 6   | \$982.00   | \$5,892.00  |
| 3                                                                                                     | Havis - Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles                                                                                                                                                                                                                                                                                                             | LPS-211         | 6   | \$28.00    | \$168.00    |
| <b>Antenna Plus / Airgain Multimax 5G EZ Connect Antenna</b>                                          |                                                                                                                                                                                                                                                                                                                                                                                                      |                 |     |            |             |
| 4                                                                                                     | Antenna Plus / Airgain -MF5G - C2G (MULTIMAX5G) 3:1 EZ Connect Antenna with NIMO LTE and GPS                                                                                                                                                                                                                                                                                                         | AP-MF5G-C2G     | 6   | \$124.00   | \$744.00    |
| 5                                                                                                     | Antenna Plus / Airgain EZ Connect Standard 14 FT Harness Cable, 2 Cellular and GPS                                                                                                                                                                                                                                                                                                                   | CH-C2G-1-1-14   | 6   | \$81.00    | \$486.00    |
| <b>i-PRO VPU4000</b>                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                      |                 |     |            |             |
| 6                                                                                                     | <b>Panasonic i-PRO VPU4000 Recording Unit Only</b><br>Includes WLAN 1 & 2, BT, Common Trigger                                                                                                                                                                                                                                                                                                        | WJ-VPU4000      | 6   | \$3,400.00 | \$20,400.00 |
| 7                                                                                                     | <b>i-PRO ICV Front Panoramic 4K Camera with G-Force Sensor for VPU4000</b><br>Ethernet cable is separate                                                                                                                                                                                                                                                                                             | WV-VC41P        | 6   | \$1,295.00 | \$7,770.00  |
| 8                                                                                                     | <b>Panasonic i-PRO Extended Warranty (years 4-5) for VPU4000, Front Camera, Back Seat Camera</b><br>Does not include accessories (eg Wireless mic, cables, antennas, distribution box, batteries)                                                                                                                                                                                                    | IPS-ICV4-WTY-5Y | 6   | \$475.00   | \$2,850.00  |
| 9                                                                                                     | <b>Panasonic i-PRO Accessory Kit for VPU4000</b><br>Includes 256GB SSD w/ AES Encryption, Power Distribution Box, Battery Backup, 3 x 25' Ethernet cables                                                                                                                                                                                                                                            | IPS-ICV4-ACC    | 6   | \$740.00   | \$4,440.00  |
| 10                                                                                                    | <b>Panorama Shark Fin antenna for ICV4000 - Black - Threaded bolt mount</b><br>4 WLAN, 1 Bluetooth, 1 GPS, 6.77" x 2.4"                                                                                                                                                                                                                                                                              | IPS-ICV4-ANT-BL | 6   | \$370.00   | \$2,220.00  |
| 11                                                                                                    | <b>Panasonic i-PRO - *NEW* Back Seat/Side Camera for Arbitrator VPU4000</b><br>1080p, AI Human movement Video Motion Detection with optional auto-triggering, audio gain settings<br><b>Note:</b><br>- for a limited time, the old back seat camera part WV-VC31 is still available for \$525 each                                                                                                   | WV-VCR40W       | 6   | \$575.00   | \$3,450.00  |
| <b>ICV Licensing/Support - UDE Local (onsite) Storage</b>                                             |                                                                                                                                                                                                                                                                                                                                                                                                      |                 |     |            |             |

|                                                                                                                                |                |          |          |
|--------------------------------------------------------------------------------------------------------------------------------|----------------|----------|----------|
| 12 i-PRO ICV UDE On-premise Device License For 1 Year                                                                          | IPS-ICV-UDE- 6 | \$135.00 | \$810.00 |
| Incl. Device Management, Live Streaming, and Redaction. Service Entitlements: 24x7 Help Desk, Software Maintenance And Support | OP1            |          |          |

|                  |                    |
|------------------|--------------------|
| <b>Subtotal:</b> | <b>\$75,690.00</b> |
| Tax (.0000%):    | \$0.00             |
| Shipping:        | \$0.00             |
| <b>Total:</b>    | <b>\$75,690.00</b> |

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

Council Memo  
Public Works  
No. 2025-12

**DATE:** 2/3/2025

**MEMO:** 2025-12

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

**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works  
Robert Weil, Water Production Manager

**SUBJECT:**

**Resolution Authorizing a Professional Services Agreement with MunicipalH2O to Prepare Compliance Documents for the American Water Infrastructure Act of 2018**

**SUMMARY RECOMMENDATION:** It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to a professional services agreement in the amount of \$29,500 between the City of Decatur and MunicipalH2O to prepare compliance documents for the American Water Infrastructure Act of 2018.

**BACKGROUND:**

The mission of the Water Production Division is to sustain life with clean water. A key part of accomplishing that mission is to be prepared for emergencies. Also, we must be sure to document our compliance with a long list of safe drinking water regulations.

A relatively new set of regulations was set forth in the American Water Infrastructure Act of 2018. The regulations based on this act require water utilities to prepare two related documents, which together are intended to reduce risks to safe drinking water during emergencies. The documents are: 1) A risk and resilience assessment (RRA); and 2) an emergency response plan (ERP). For utilities of our size, these were first to be prepared no later than 12/31/2020 and 6/30/2021, respectively. The City of Decatur met these deadlines. Both plans were prepared by CDM Smith as part of the larger Water Utility Sustainability Plan.

Both documents are now due for a required update. The RRA is to be updated by 12/31/2025 and the ERP by 6/30/2026.

MunicipalH2O has been selected to assist the City in updating these documents because they specialize in preparing and updating compliance documents for the water industry. We are familiar with their good work because they already maintain our Chlorine Risk Management Plan (RMP), and we have been pleased with the services they provide. They maintain the documents in the cloud for easy access, they are quite familiar with the detailed regulatory requirements for each document, and they have an excellent track record of satisfactory regulatory reviews. Their fees are also quite competitive.

MunicipalH2O's proposal in the amount of \$29,500 is attached to the resolution. Their statement of qualifications is also attached.

Staff intends to work alongside MunicipalH2O and update our response plans for specific emergencies, such as drought and toxic spills into Lake Decatur. These plans will be appended to the compliance documents prepared by MunicipalH2O. We have also been coordinating with Macon County EMA and looking for opportunities to include water-related emergencies in their exercise schedule.

**LEGAL REVIEW:** The agreement was provided to Corporate Counsel for legal review on January 7, 2025.

**PRIOR COUNCIL ACTION:**

On July 12, 2021, the City Council received a presentation on the City of Decatur Water Utility Long-Term Sustainability Plan.

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

**INPUT FROM OTHER SOURCES:**

Brent Talley, MunicipalH2O and Chaundra Smith, Water Production Supervisor, had input on this Council memo.

**STAFF REFERENCE:** Tim Gleason, City Manager; Matt Newell, Public Works Director; and Robert Weil, Water Production Manager. Matt Newell will be available at the City Council meeting to answer any questions. The memo was written by Robert Weil.

**BUDGET/TIME IMPLICATIONS:** Budget Impact: These services will be paid from the Water Fund.

Staffing Impact: Staff time has been allocated for this project.

**ATTACHMENTS:**

1. 2025-12 Resolution Authorizing Professional Services MunicipalH2O
2. MunicipalH2O Statement of Qualifications

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING  
PROFESSIONAL SERVICES AGREEMENT WITH  
MUNICIPALH2O TO PREPARE COMPLIANCE DOCUMENTS  
FOR THE AMERICAN WATER INFRASTRUCTURE ACT OF 2018**

---

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

Section 1. That the Professional Services Agreement presented to the Council herewith as Exhibit A, by and between the CITY OF DECATUR ILLINOIS and Municipal H2O, regarding consulting services be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to sign, seal and attest said Agreement on behalf of the City for a fee not to exceed \$29,500.00.

PRESENTED and ADOPTED this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JULIE MOORE WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
KIM ALTHOFF, CITY CLERK

## PROJECT SERVICES AGREEMENT

This AGREEMENT is entered into by City of Decatur, located in Decatur, Illinois, here-in-after called “CLIENT” and AssureCo Risk Management and Regulatory Compliance LLC dba MunicipalH2O; here-in-after called “MHC”. In consideration of the terms and conditions herein, the parties agree as follows:

**1. SERVICES.** In accordance with the terms of this AGREEMENT, MHC will perform the services related to CLIENT compliance with America’s Water Infrastructure Act requirements as specified in Exhibit A (“Services”). MHC shall provide Services as an independent contractor, not as an employee of the CLIENT. Services will be performed by MHC or under its supervision. CLIENT agrees a) MHC can normally perform Services remotely via telephone, email, and the online services at [www.MunicipalH2O.com](http://www.MunicipalH2O.com), b) Services are dependent upon the information provided by CLIENT being complete and accurate, and c) to provide such cooperation and support as reasonably necessary, as specified in Exhibit B, to allow MHC to timely and efficiently complete Services.

**2. COMPENSATION.** CLIENT agrees to pay MHC a total One-Time Project Fee of **\$29,500** with payment schedule as follows:

- 20% upon signing of AGREEMENT,
- 40% upon MHC’s completion of the Risk and Resilience Assessment Plan, and
- 40% upon MHC’s completion of the Emergency Response Plan.

Payments are due within thirty (30) days of CLIENT’s invoice receipt. CLIENT agrees to pay via ACH, wire or check (ACH preferred). If CLIENT requires any changes to Services, CLIENT and MHC shall agree on the scope, cost and timing of such changes and add them to this Agreement as an Addendum signed by both parties prior to the initiation of such work. For any agreed upon on-site visits, the CLIENT agrees to pay for all travel expenses.

**3. TERM AND TERMINATION.** The AGREEMENT is effective on the date of signature by CLIENT and MHC (“Effective Date”). The AGREEMENT may only be terminated in the event of a material breach, which the defaulting party fails to cure within ten (10) business days of written notice.

**4. WARRANTY, DISCLAIMERS, WAIVER AND LIMITATION OF LIABILITY.** MHC warrants that it will use commercially reasonable efforts to provide accurate and timely Services, based on laws and regulations governing Services as of the Effective Date, at a manner no less

consistent with that level of care, skill, diligence, thoroughness, and competence ordinarily exercised by industry professionals currently practicing in the same location under similar conditions. THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY MHC AND IS EXPRESSLY MADE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS PARAGRAPH. MHC DOES NOT MAKE, AND CLIENT HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. CLIENT AGREES SERVICES ARE NOT LEGAL ADVICE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR FAILURES OR DELAYS IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER ARISING OUT OF OR CAUSED BY, DIRECTLY OR INDIRECTLY, FORCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF WAR OR TERRORISM, CIVIL OR MILITARY DISTURBANCES, NUCLEAR OR NATURAL CATASTROPHES, AND INTERRUPTIONS, LOSS OR MALFUNCTIONS OF UTILITIES, COMMUNICATIONS OR COMPUTER (SOFTWARE AND HARDWARE) SERVICES; IT BEING UNDERSTOOD THAT THE PARTY SHALL USE REASONABLE EFFORTS WHICH ARE CONSISTENT WITH ACCEPTED INDUSTRY PRACTICES TO RESUME PERFORMANCE AS SOON AS PRACTICABLE UNDER THE CIRCUMSTANCES. IN NO EVENT SHALL MHC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO MHC PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING IMPOSITION OF SUCH LIABILITY.

5. **OWNERSHIP.** MHC will perform Services using its prior knowledge and experience, intellectual property, processes, procedures, templates, formats, software, and online platforms ("Prior Works"). Ownership of those Prior Works and any derivations thereof, whether modified or not during the performance of Services, shall remain exclusively in MHC. CLIENT agrees not to a) make, have made, modify, reverse engineering, create derivative works of, copy, publicly display, use, or distribute such Prior Works or derivations thereof, b) sell or be compensated in any way for such Prior Works or derivations thereof either directly or through third-parties, sublicensees or any parties not a party to this Agreement and, c) use such Prior Works or derivations thereof other than in connection with this Agreement. All

documents, data, studies, surveys, drawings, specifications, notes, maps, models, photographs and reports pertaining to Services prepared, assembled, finished and/or unfinished by MHC for Client under this Agreement, with the exception of Prior Works, shall be deemed works made for hire under the United States copyright law, become the sole property of the Client, and all right, title and interest in and to such shall vest automatically in the Client. MHC may retain copies.

- 6. CONFIDENTIALITY.** CLIENT and MHC agree that neither they nor their employees, agents and assigns shall disclose any information pertaining to the business affairs, finances, methods of operation, computer programs or any personal information of the other, whether written, oral, or otherwise, except where required by law or upon express consent of the other party. This shall not apply to any information that was in the public domain at the time of disclosure or becomes part of the public domain without breach of these Confidentiality terms.
- 7. NOTICES.** Any notices required pursuant to this AGREEMENT shall be mailed or emailed to the parties at the following addresses:

To MHC:

MunicipalH2O  
815 Technology Drive, #242568  
Little Rock, AR 72223  
Attn: MHC Business Operations  
Email: service@municipalh2o.com

To CLIENT:

Name: City of Decatur  
Address: 1155 S. Martin Luther King Jr. Drive  
City: Decatur, IL 62521  
Attn: Robert Weil  
Email: rweil@decaturil.gov

- 8. MISCELLANEOUS.** Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CLIENT and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CLIENT and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between CLIENT and MHC and supersedes all prior written or oral understandings.

This AGREEMENT is executed in two counterparts, each of which as well as a copy thereof shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below:

**City of Decatur (CLIENT):**

|            |       |
|------------|-------|
| _____      | _____ |
| Print Name | Date  |
| _____      |       |
| Signature  |       |
| _____      |       |
| Title      |       |

**AssureCo Risk Management and Regulatory Compliance LLC dba MunicipalH2O (MHC)**

|            |           |
|------------|-----------|
| Chris Eley | 1/13/2025 |
| _____      | _____     |
| Print Name | Date      |
| _____      |           |
| Signature  |           |
| President  |           |
| _____      |           |
| Title      |           |

## **EXHIBIT A to Agreement**

### **Scope of Services**

In accordance with the terms of the AGREEMENT, MHC will provide the following project services:

#### **Risk and Resilience Assessment Plan Update**

1. Identify and update critical assets of the CLIENT's water system that could be impacted by Malevolent Acts and/or natural hazards.
  - AWIA-identified assets categories may include:
    - Physical barriers
    - Source water
    - Pipes and constructed conveyances, water collection and intake
    - Pretreatment and treatment
    - Storage and distribution facilities
    - Electronic, computer or other automated systems
    - Capital and operational needs for system functionality
  - Malevolent Acts asset categories may include:
    - Monitoring practices
    - Financial infrastructure
    - Use, storage, or handling of chemicals
    - Operation and maintenance of the system
2. Using tools provided by EPA, re-assess the risk and resilience of each identified asset of CLIENT water system in terms of the following:
  - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property.
  - Vulnerability – likelihood of mitigation of a threat
  - Consequence – financial impact of asset replacement
3. Re-evaluate the highest risks to critical operations for CLIENT water system:
  - Identify measures for CLIENT to reduce those risks.
4. Develop updated written Risk and Resilience Assessment Report

#### **Emergency Response Plan**

1. Review existing Emergency Response Plan for CLIENT to determine updates that may be required to meet AWIA rules.
2. Assist CLIENT in development of a documented and up to date Emergency Response Plan that can be implemented to mitigate the threats identified in the Risk and Resilience Assessment
3. The Emergency Response Plan will address the following:
  - Utility Information
    - Utility Overview
    - Personnel Information
    - Primary Utility Assets
    - Industry Chemical Handling and Storage Facilities
    - Safety Response Resources
    - Key Local Services
  - Update Resilience Strategies - This section of the ERP will contain a list of basic strategies, resources, and emergency response roles to improve the resilience of CLIENT water system in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:

- Utility Personnel Roles and Responsibilities
- External Response Partner Roles to assist in coordination efforts
- Basic Communication Strategies and Responsibilities
- Update Emergency Plans and Procedures - This section of the ERP will focus on plans and procedures that can be implemented to help ensure ability to deliver safe drinking water:
  - Physical Security
  - Cybersecurity
  - Power Loss
  - Alternate Drinking Water Sources
  - Water Quality Sampling and Analysis Contact Lists and Procedures
  - Workforce Viability
- Update Mitigation Actions - This section of the ERP will contain actions and procedures and equipment considerations that can lessen the impact of a malevolent act or natural hazard:
  - Alternative Source Water Options
  - Interconnected Utilities
  - Specific Mitigation Actions based on threat
- Produce updated written Emergency Response Plan

**EXHIBIT B to Agreement**  
**CLIENT RESPONSIBILITIES**

In accordance with the terms the AGREEMENT, CLIENT understands and agrees to perform the following requirements consistently and promptly:

1. Provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete Services.
2. Designate a primary contact that will be responsible for ensuring information requested by MHC is provided in a timely and accurate manner.
3. In response to MHC's email and/or telephone request, provide MHC with timely and accurate information regarding all assets identified as part of Services.
4. Identify and coordinate meetings between MHC and CLIENT personnel that are most familiar with each identified asset that will allow MHC to obtain accurate information needed to complete Services.
5. Promptly reply to any MHC voice mail or email related to a request for information related to Services.
6. MHC is not obligated to continue Services and may stop work if requests for information required to complete the project are not provided on a timely basis.



ASSUINC-03

PGARCIA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2025

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

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

|                                                                                                                                                     |                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b> License # BR-1117267<br>The Hatcher Agency<br>PO Box 3505<br>Little Rock, AR 72203                                                  | <b>CONTACT NAME:</b> Paula Garcia<br><b>PHONE (A/C, No, Ext):</b> (501) 375-3737<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> paula@hatcheragency.com                                                                                 |
|                                                                                                                                                     | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Allmerica Financial Benefit Insurance Co<br><b>INSURER B:</b> Underwriters at Lloyd's, London<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br>AssureCo Risk Management and Regulatory Compliance LLC<br>dba MunicipalH2O<br>815 Technology Dr, #242568<br>Little Rock, AR 72223 | <b>NAIC #</b><br>41840<br>15792                                                                                                                                                                                                             |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                              | ADDL INSD      | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                     |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|----------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                |          | R2T J432999 00 | 6/20/2024               | 6/20/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                            |                |          | R2T J432999 00 | 6/20/2024               | 6/20/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                             |                |          | R2T J432999 01 | 6/20/2024               | 6/20/2025               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$<br>Aggregate \$ 1,000,000                                                                                                                                                                     |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                | Y / N<br>N / A |          |                |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                           |
| B        | Professional Liabili                                                                                                                                                                                                                                                                                           |                |          | MPL5330434.24  | 6/20/2024               | 6/20/2025               | Occurrence 1,000,000                                                                                                                                                                                                                       |
| B        | Professional Liabili                                                                                                                                                                                                                                                                                           |                |          | MPL5330434.24  | 6/20/2024               | 6/20/2025               | Aggregate Limit 1,000,000                                                                                                                                                                                                                  |

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Decatur  
1155 S. Martin Luther King Jr. Drive  
Decatur, IL 62521

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2025

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

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

|                                                                                                                                                            |                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Liberty Mutual Insurance Co. National Insurance East<br>500 N 3rd St, Suite 300<br>Wausau, WI 54403<br><br>www.LibertyMutual.com        | <b>CONTACT</b><br>NAME: Landrum Human Resource Companies, Inc.<br>PHONE (A/C, No, Ext): 850-476-5100 FAX (A/C, No):<br>E-MAIL ADDRESS: COI@Landrumhr.com                    |
| <b>INSURED</b><br>Landrum Human Resource Companies, Inc.<br>L/C/F AssureCo, LLC DBA Municipal H2O<br>219 E. Garden Street, Suite 500<br>Pensacola FL 32502 | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES**

CERTIFICATE NUMBER: 83542845

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                 |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                    |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$               |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                |           |          |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                               |           |          |                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                               |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | Y/N<br>N  | N/A      | WA2-65D-428303-065 | 1/1/2025                | 1/1/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000 |

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

Workers Compensation coverage for Employees leased to but not subcontractors of:  
AssureCo, LLC DBA Municipal H2O 815 Technology Drive #242568 Little Rock AR 72223  
Waiver of subrogation is included in favor of the certificate holder, where required by written contract, and where applicable by law.  
worker's compensation coverage for employees leased to but not contractors of:  
AssureCo, LLC DBA Municipal H2O, 815 Technology Drive #242568 Little rock AR 72223

**CERTIFICATE HOLDER****CANCELLATION**

City of Decatur  
1155 S. Martin Luther King Jr. Drive  
Decatur IL 62521

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chelsea Miller

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ACORD 25 (2016/03)

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# Statement of Qualifications



815 Technology Drive, #242568  
Little Rock, AR 72223

## Introduction

This Statement of Qualifications provides information about MunicipalH2O and our experience and capabilities in providing professional services related to EPA Risk Management Program (RMP) development and compliance, America's Water Infrastructure Act (AWIA) compliance and other professional services for municipal and privately-owned water and wastewater treatment facilities.

MunicipalH2O provides EPA Risk Management Program (RMP) compliance services and America's Water and Infrastructure Act (AWIA) compliance services for water and wastewater facilities throughout the U. S. We provide a complete solution for all EPA/State Risk Management Program requirements, including prevention programs, hazard assessments, compliance audits and registrations/updates, RMP training. We are responsible for the development of RMP documents and continued RMP compliance for more than 500 water and wastewater facilities in thirty-seven states and have completed more RMP registrations with EPA than anyone in the country. We also provided assistance to more than 70 water operations in meeting the Risk and Resilience Assessment and Emergency Response Plan requirements of AWIA regulations. Since our beginning more than twenty years ago, we have focused our expertise on water and wastewater systems and have become established as the leader in the field of regulatory compliance for water and wastewater operations.

## Background

MunicipalH2O specializes in providing regulatory compliance services and other consulting services to water and wastewater professionals. By focusing our expertise to meet the growing compliance needs of system operators, we are able to cost effectively design and deliver client specific solutions to simplify regulatory compliance processes.

Our mission is to provide professionally-delivered consulting and services to help water and wastewater treatment facility operators meet their unique federal and state regulatory compliance requirements and general safety needs in a cost-effective and reliable manner. To accomplish this mission MunicipalH2O specializes in maintaining up-to-date knowledge of federal and state regulatory requirements and in the development and delivery of online tools to facilitate compliance requirements. We make complex and confusing compliance requirements easy to understand and efficient to satisfy on an ongoing basis.

## Summary of Services

MunicipalH2O offers specialized compliance and consulting services to municipal and privately-owned water and wastewater operations in the following broad service areas:

- Risk Management Plan (RMP) Development and Compliance
- RMP Compliance Consulting
- RMP Compliance Training
- AWIA Risk and Resilience Assessments and Emergency Response Plans
- Emergency Preparedness Plans for Texas Water Systems as required by Senate Bill 3

### Risk Management Program Development and Compliance

On June 21, 1999, the Risk Management Program Rule became effective and owners and operators of facilities that use certain listed hazardous substances were required to prepare a Risk Management Program and submit a Risk Management Plan to the EPA. The Risk Management Program Rule also requires these facilities to continuously maintain and update specific elements of the program according to a prescribed schedule. Following is a brief summary of these requirements:

| Requirement Description                                                | Required Completion Date    |
|------------------------------------------------------------------------|-----------------------------|
| Original RMP Submittal                                                 | No later than June 21, 1999 |
| RMP Registration Update                                                | Every Five Years            |
| Hazard Review/Process Hazard Analysis                                  | Every Five Years            |
| Hazard Assessment                                                      | Every Five Years            |
| RMP Compliance Audit                                                   | Every Three Years           |
| Operating Procedures Training                                          | Every Three Years           |
| Operating Procedures Certification<br>(RMP Program Level 3 Facilities) | Every Year                  |
| Hoist Certification                                                    | Every Year                  |
| Emergency Response Coordination Activities                             | Every Year                  |

The MunicipalH2O staff has extensive experience in preparing, auditing and updating Risk Management Programs and Plans. Our objective is to provide a product to our clients that is compliant with regulatory requirements, is easily understood, cost effective and provides tools that assist the client in maintaining their program to ensure continuous compliance.

Because EPA Risk Management Plan (RMP) requirements are ongoing and involve a variety of components and deadlines, MunicipalH2O has leveraged its practical field experience to automate many elements of the compliance process.

## RMP Compliance Services Program

The MunicipalH2O RMP Compliance Services Program is an established and proven system to help ensure continuous compliance with RMP regulations.

All of our RMP Compliance Services Program clients receive:

- A guarantee to pay any EPA fine resulting from a compliance violation caused by an error or omission by MunicipalH2O during the term of our service.
- Access to numerous safety videos and chemical specific guidance documents related to safe handling of RMP chemicals for use in training.
- Online tools and 45-60-90 day advance notification emails to remind them of required RMP activity deadlines and assistance in completing work prior to the deadline.
- Monthly Tips and Guidance emails to keep them up-to-date on RMP compliance information and issues to help maintain their RMP program and ensure compliance with EPA regulations.
- A comprehensive review of all RMP documents for the facility prior to an EPA inspection to ensure RMP program elements are in order and up-to-date and guidance on how to be better prepared on the day of the inspection as well as real time inspection support during an inspection event.
- An annual Compliance Review for each facility in the Program.
- Ensured continuity of RMP compliance in the event of loss of key RMP personnel due to retirement or job change. MunicipalH2O works with new personnel to make certain they understand RMP rules and are aware of local RMP activities required to remain in continuous compliance.
- All RMP compliance documents for each facility are maintained in MunicipalH2O's online data system making them easy to retrieve from any internet connection.
- RMP documents are stored in an off-site data storage facility and are backed-up daily for disaster recovery purposes.
- Year-round availability of professional RMP consulting services.

## Risk Management Program Development and Compliance

### Relevant Company and Staff Experience

| Project Description                                                            | Partial List of Clients                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EPA Risk Management Program (RMP) Compliance Services and RMP Plan Preparation | <ul style="list-style-type: none"><li>• Jefferson County Commission, Birmingham, AL</li><li>• Birmingham Water Works Board, Birmingham, AL</li><li>• Montgomery Water Works, Montgomery, AL</li><li>• City of Unalaska, AK</li><li>• City of Flagstaff, Flagstaff, AZ</li><li>• Beaver Water District, Lowell, AR</li><li>• City of Benton Utilities, Benton, AR</li><li>• Soldier Canyon Water Treatment Authority, Fort Collins, CO</li><li>• City of Fort Lauderdale, Fort Lauderdale, FL</li><li>• City of Orlando, Orlando, FL</li><li>• Macon Water Authority, Macon, GA</li><li>• Columbus Water Works, Columbus, GA</li><li>• City of Elgin, IL</li><li>• City of Decatur, IL</li><li>• City of South Bend, South Bend, IN</li></ul> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>• Vincennes Water Utilities, Vincennes, IN</li> <li>• Burlington Municipal Waterworks, Burlington, IA</li> <li>• Osceola Waterworks, Osceola, IA</li> <li>• City of Emporia, Emporia, KS</li> <li>• City of Gardner, Gardner, KS</li> <li>• Corbin Utilities Commission, Corbin, KY</li> <li>• Berea Municipal Utilities, Berea, KY</li> <li>• Baton Rouge Water Company, Baton Rouge, LA</li> <li>• City of Shreveport, Shreveport, LA</li> <li>• City of Cumberland, MD</li> <li>• City of Worcester, MA</li> <li>• City of Battle Creek, MI</li> <li>• City of Jackson, MI</li> <li>• City of Mankato, MN</li> <li>• City of Eagan, MN</li> <li>• City of Independence, MO</li> <li>• City of Lamar, MO</li> <li>• Nebraska City Utilities, Nebraska City, NE</li> <li>• City of North Tonawanda, NY</li> <li>• City of Dunkirk, NY</li> <li>• City of Gallup, NM</li> <li>• City of Hickory, Hickory, NC</li> <li>• City of Wilson, Wilson, NC</li> <li>• City of Toledo, Toledo, OH</li> <li>• Mahoning Valley Sanitary District, Youngstown, OH</li> <li>• Edmond Water Utilities, Edmond, OK</li> <li>• City of Del City, OK</li> <li>• City of Monmouth, OR</li> <li>• Municipal Authority of Westmoreland County, PA</li> <li>• North Fayette County Municipal Authority, Dunbar, PA</li> <li>• Greenville Water, Greenville, SC</li> <li>• City of Greer, Greer, SC</li> <li>• Knoxville Utilities Board, Knoxville, TN</li> <li>• West Wilson Utility District, Mt, Juliet, TN</li> <li>• Dallas Water Utilities, Dallas, TX</li> <li>• City of Waco, Waco, TX</li> <li>• Guadalupe Blanco River Authority, Port Lavaca, TX</li> <li>• City of Cedar City, Cedar City, UT</li> <li>• C-N-W Regional Wastewater Authority, Coeburn, VA</li> <li>• Frederick Water, Stephens City, VA</li> <li>• City of Lynnwood, Lynnwood, WA</li> <li>• City of Walla Walla, WA</li> <li>• Bluefield Sanitary Board, Bluefield, WV</li> <li>• City of Gillette, Gillette, WY</li> </ul> |
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## America's Water Infrastructure Act (AWIA)

America's Water Infrastructure Act (AWIA) Of 2018 required each community water system serving more than 3,300 people to develop Risk and Resilience Assessments that considers the risks to the water system from malevolent acts and natural hazards. The law also required an Emergency Response Plan (ERP) for the water system to be developed, or the existing ERP for the water system be updated, based on the results of the completed Risk and Resilience Assessment. Each community water system was required to submit a certification to EPA that the system conducted the Risk and Resilience Assessment and completed an Emergency Response Plan based on the results of the assessment before December 31, 2021.

MunicipalH2O worked with more than eighty-five water systems to provide assistance in completing the Risk and Resilience Assessment and Emergency Response Plan requirements of America's Water Infrastructure Act. The AWIA Risk and Resilience Assessments and Emergency Response Plans are required to be updated every five (5) years.

#### Relevant Company and Staff Experience

| Projects                                                                  | Name and Location of Water System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AWIA - Risk and Resilience Assessments<br>AWIA - Emergency Response Plans | <ul style="list-style-type: none"> <li>• City of Sherman, TX</li> <li>• City of Waxahachie, TX</li> <li>• City of Navasota, TX</li> <li>• City of Nacogdoches, TX</li> <li>• City of Unalaska, AK</li> <li>• West Wilson Utility District, Mt. Juliet, TN</li> <li>• Lincoln County Board of Public Utilities – Fayetteville, TN</li> <li>• City of Naples, FL</li> <li>• City of Bossier City, LA</li> <li>• City of Monroe, LA</li> <li>• Village of Northbrook, IL</li> <li>• Jasper Municipal Utilities, Jasper, IN</li> <li>• City of Gardner, KS</li> <li>• City of Pittsburg, KS</li> <li>• Tri-County Water, Montrose, CO</li> <li>• City of Canon City, CO</li> <li>• City of Lorain, OH</li> <li>• City of Oregon, OH</li> <li>• City of Midwest City, OK</li> <li>• Tahlequah Public Works Authority, Tahlequah, OK</li> <li>• City of Midland, MI</li> <li>• City of Shelby, Shelby, NC</li> <li>• Oakmont Water Authority, Oakmont, PA</li> <li>• Frederick Water, Stephens City, VA</li> <li>• Henry County Public Services Authority, Martinsville, VA</li> <li>• Berea Municipal Utilities – Berea, KY</li> <li>• City of Ashland, KY</li> <li>• Corbin Utilities Commission, Corbin, KY</li> </ul> |

#### Compliance Consulting

With the growing demand for clean water and environmentally friendly operation, many water and wastewater operators have a difficult time keeping up with constantly changing regulation and compliance requirements. In many states, regulatory agencies are stepping up their regulatory compliance oversight to protect the public and ensure the safety and soundness of water and wastewater systems. This increased regulatory oversight also increases the likelihood of an audit and the possibility of fines should the audit reveal areas of non-compliance.

With years of experience providing regulatory compliance services to water and wastewater professionals across the U.S., MunicipalH2O's Compliance Consulting Services help our clients more effectively meet growing regulatory requirements that otherwise often divert resources and attention from what should be their key focus: providing clean water for their customers.

We work closely with each client to identify the compliance issues specific to their water and/or wastewater facility and design turn-key, cost-effective solutions to remediate existing issues and ensure continuous compliance. MunicipalH2O provides regulatory compliance consulting in the areas of:

- Risk Management Program (RMP) Compliance
- RMP Compliance Audits
- General Duty Clause Compliance
- Hazard Assessments
- Process Hazard Analysis
- Prevention Programs
- Risk and Resilience Assessments
- Emergency Response Plans
- Facility Safety
- Security Policies and Procedures
- Vulnerability Assessments
- Incident Investigation
- Delisting of RMP Facilities

#### Relevant Company and Staff Experience (One-Time Projects)

| Project Description                                                   | Name and Location of Facility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Risk Management Program Compliance Audits and Update of RMP Documents | <ul style="list-style-type: none"> <li>• DeKalb County Department of Watershed Management, GA</li> <li>• City of Dubois, DuBois, PA</li> <li>• New Braunfels Utilities, New Braunfels, TX</li> <li>• City of Baltimore, MD</li> <li>• City of Camden, SC</li> <li>• Water District No. 1 of Johnson County, Lenexa, KS</li> <li>• City of Mankato, Mankato, MN</li> <li>• City of Lynnwood, Lynwood, WA</li> <li>• City of Cortland, NY</li> <li>• City of North Bend, OR</li> <li>• City of Midlothian, Midlothian, TX</li> <li>• Coastal Water Authority, Houston, TX</li> <li>• City of Tallahassee, FL, Tallahassee, FL</li> <li>• Beaver Water District, Lowell AR</li> </ul> |
| Hazard Reviews                                                        | <ul style="list-style-type: none"> <li>• City of Kerrville, Kerrville, TX</li> <li>• City of Marshall, Marshall, TX</li> <li>• City of Apple Valley, MN</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| RMP Five-Year Registration Updates                                    | <ul style="list-style-type: none"> <li>• City of Paris, KY</li> <li>• City of Muncie, IN</li> <li>• City of Brownwood, TX</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                       | <ul style="list-style-type: none"> <li>• City of Wichita, KS</li> <li>• Municipal Utilities District, Nebraska City, NE</li> <li>• City of Groves, Groves, TX</li> <li>• Greeneville Water Commission, Greeneville, TN</li> <li>• West Wilson Utility District, Mt, Juliet, TN</li> <li>• South Adams County Water &amp; Sanitation, Commerce City, CO</li> <li>• City of Lebanon, Lebanon, TN</li> <li>• Marshall Utilities, Marshall, TX</li> <li>• West Travis County Public Utility Agency, Bee Cave, TX</li> <li>• City of Independence, Independence, KS</li> </ul>             |
| RMP Compliance Audits                                                 | <ul style="list-style-type: none"> <li>• Genesee County Division of Water and Waste Services, MI</li> <li>• City of Evanston, IL</li> <li>• City of Midland, MI</li> <li>• City of Marshall, TX</li> <li>• Coastal Water Authority, Pasadena, TX</li> <li>• Eastside Utility District, Chattanooga, TN</li> <li>• City of Cortland, NY</li> <li>• Williamsport Municipal Water Authority/Williamsport Sanitary Authority, Williamsport, PA</li> <li>• City of Duluth, MN</li> <li>• Beaver Water District, Lowell, AR</li> <li>• South Adams County WSD, Commerce City, CO</li> </ul> |
| RMP Compliance Training                                               | <ul style="list-style-type: none"> <li>• Department of Environmental Protection, New York City, NY</li> <li>• Severn Trent</li> <li>• City of Amarillo, TX</li> <li>• North Texas Municipal Water District, Wylie, TX</li> <li>• Fort Lauderdale, FL</li> </ul>                                                                                                                                                                                                                                                                                                                       |
| Hazardous Substance Mitigation Program/General Duty Clause Compliance | <ul style="list-style-type: none"> <li>• North Little Rock Waste Water, North Little Rock, AR</li> <li>• Baton Rouge Water Company, Baton Rouge, LA</li> <li>• Dade County Water &amp; Sewer Authority, Trenton, GA</li> </ul>                                                                                                                                                                                                                                                                                                                                                        |
| Delisting of RMP Facilities                                           | <ul style="list-style-type: none"> <li>• Morristown Utility Commission, Morristown, TN</li> <li>• Benton Water Utilities, Benton, AR</li> <li>• Zapata County Waterworks, Zapata, TX</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                       |
| Texas Senate Bill 3 - Emergency Preparedness Plans                    | <ul style="list-style-type: none"> <li>• City of Paris, TX</li> <li>• City of Corsicana, TX</li> <li>• City of Lufkin, TX</li> <li>• Brownsville Public Utilities Board</li> <li>• City of Nacogdoches</li> </ul>                                                                                                                                                                                                                                                                                                                                                                     |

## Our Headquarters

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National Headquarters:  
815 Technology Drive, #242568  
Little Rock, AR 72223  
Phone: (800) 897-9425 • Fax: (501) 537-7778  
E-mail: [service@municipalh2o.com](mailto:service@municipalh2o.com)  
[www.municipalh2o.com](http://www.municipalh2o.com)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING  
PROFESSIONAL SERVICES AGREEMENT WITH  
-LISA BONNETT-**

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

Section 1. That the Professional Services Agreement presented to the Council herewith as Exhibit A, by and between the CITY OF DECATUR ILLINOIS and LISA BONNETT, regarding consulting services be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to sign, seal and attest said Agreement on behalf of the City.

PRESENTED and ADOPTED this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JULIE MOORE WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
KIM ALTHOFF, CITY CLERK

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS AND LISA BONNETT, FOR SERVICES RENDERED TO THE CITY OF DECATUR, ILLINOIS TO PROVIDE INTERGOVERNMENTAL RELATIONS ASSISTANCE, REGULATORY CONSULTING, LOCATING STATE AND LOCAL FUNDING FOR WATER RESOURCE PROJECTS, HELPING TO COMPLETE APPLICATIONS FOR WATER RESOURCE FUNDING, AND OTHER SERVICES IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES.**

1. The consultant, Lisa Bonnett, agrees to provide intergovernmental services to the city of Decatur as detailed in the attached scope of services, commencing February 15, 2025, and ending February 14, 2026.
2. The City of Decatur agrees to pay the consultant, Lisa Bonnett, a flat, fixed fee every month in the amount of three thousand dollars (\$3,000.00) per month based on invoices submitted by the consultant. The fee is a fixed and all-inclusive fee, covering all of the consultant's time, overhead, travel, supplies and other costs. The total fee paid under this agreement will not exceed thirty-six thousand dollars (\$36,000) during its first year.
3. The consultant, Lisa Bonnett, will provide written quarterly reports to the city detailing programmatic progress, funding secured, and other updates.
4. Either party may terminate this agreement by providing sixty (60) days written notice.

FOR THE CITY OF DECATUR, ILLINOIS

FOR THE CONSULTANT

\_\_\_\_\_.

*Lisa Bonnett*  
\_\_\_\_\_.

ATTEST:

ATTEST:

\_\_\_\_\_.

*Jeffrey S. Bonnett*  
\_\_\_\_\_.

DATE: \_\_\_\_\_.

DATE: 1-16-25\_\_\_\_\_.

## SCOPE OF SERVICES FOR WATER RESOURCES INTERGOVERNMENTAL CONSULTANT

1. Advise and assist the city of Decatur in the planning, development and implementation of water resource projects and plans, and with implementing the federal US Department of Agriculture, Resource Conservation Partnership Program grant award.
2. Maintain relationships with the US Department of Agriculture, US Environmental Protection Agency, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, Illinois Department of Agriculture, other Federal and State water and environmental resource agencies, not for profit organizations, foundations, corporations and other interested parties to facilitate connecting the city of Decatur to funding programs and to bring awareness of the water resources needs and projects of the city.
3. Advise and assist the city of Decatur in the preparation of funding applications, and follow-up on these and other submittals. Recommend or assist in identifying consultants with the expertise to assist in the preparation of funding applications as needed.
4. Monitor state and federal agency websites and registers to identify assistance programs, new regulations or programs impacting the city of Decatur's water resource projects and plans.
5. As the consultant and the city determine necessary, facilitate meetings with Federal and State agencies and other organizations named in paragraph #2 above to advance, modify and realize the water resource objectives of the city, and to participate in the same.
6. As requested, compose correspondence for city of Decatur Officials' signature, provide information briefing documents, and provide research reports on various water quality and environmental topics.
7. Other assignments and environmental projects that will advance the city of Decatur, Illinois' water supply, watershed management, water resource, and land management plans and objectives.

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4604 Kaskaskia Rd, Waterloo, IL 62298: 217/836-4431: lkb1084@yahoo.com

Detail and result-oriented professional with extensive experience in public sector environmental leadership and financial management. Strong written and verbal communication skills, excellent multi-tasking and organizational aptitudes.

Credentials: MBA-1994 and BA-1988, University of Illinois at Springfield

### Skills

- Facilitate and manage environmental strategic plans and projects, with a focus on securing sustainable financing and achieving outcomes.
- Proven leadership experience.
- Focused on performance-based results.
- Government finance expert.

### Experience

- Environmental and Financial Consulting, July 2018 – Present
  - Provide environmental and finance consulting services to the City of Decatur for water resource projects. Worked with Decatur leadership to secure a \$9.9 million federal grant from U.S. Department of Agriculture's national Regional Conservation Partnership Program to support Lake Decatur water quality initiatives.
  - Serve as Adjunct Lecturer at the University of Illinois at Chicago, College of Business. Developed and taught a *Foundations for Sustainable Business* course for upper-level undergraduate/graduate students.
  - Partnered with the University of Illinois at Chicago, College of Business to develop and deliver an ESG Finance Workshop for municipal leaders to provide them with the knowledge and tools needed to lead effective climate action in their communities.
  - Lead team that drafted legislation to designate the Illinois Finance Authority as the Illinois Climate Bank. Public Act 102-0662 was enacted and signed into law on September 15, 2021.
  - Lead the AAA-rated \$500 million 2020 Series Green Bonds transaction for the Illinois Clean Water State Revolving Fund program on behalf of the Illinois Finance Authority and the Illinois Environmental Protection Agency, providing \$643 million in bond proceeds and premium to finance low-interest loans to units of local governments for essential drinking water and wastewater infrastructure projects.
  - Lead the State of Illinois' first Green Bond transaction with the AAA-rated \$450 million 2019 Series Green Bonds transaction for the Illinois Clean Water State Revolving Fund program, providing \$533 million in bond proceeds and premium to finance drinking water and wastewater infrastructure projects.
  - Facilitated the City of Joliet application for a Water Infrastructure Finance and Innovation Act loan for an alternative water source project, resulting in a federal loan award of \$308 million, with a not to exceed 35-year term and with a single fixed interest rate established at closing based on the US Treasury rate.
- Director, Illinois Environmental Protection Agency, March 2013 — June 2016 (Served as Interim Director March 2011 - October 2011)
  - Cabinet member responsible for leading the Governor's environmental regulatory programs in a manner that promoted economic and job growth, while also protecting human health and the environment. Developed and implemented a \$2 billion, stand-alone "AAA" credit, low-interest financing program for local governments to upgrade and expand sewer and drinking water infrastructure. Responsible for \$2.6 billion annual budget, and management of 750 professionals.
- Deputy Director, Illinois Environmental Protection Agency, January 2008 - March 2013
  - Chief Operating Officer responsible for implementing Illinois' environmental regulatory and enforcement programs; and for oversight of the budgetary and business functions.
- Chief Financial Officer, Illinois Environmental Protection Agency — 1995-2007
  - Managed \$2 billion annual budget; served as chief advisor to the Director on financial issues; and provided testimony before Illinois legislature in support of annual operating and capital appropriations.

Council Memo  
Public Works  
No. 2025-15

**DATE:** 2/3/2025  
**MEMO:** 2025-15  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works

**SUBJECT:**

**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**

**SUMMARY RECOMMENDATION:** It is recommended that the City Council approve the attached Resolution accepting a bid and approving the execution of a contract with Bodine Electric of Decatur and appropriating \$375,000 in Motor Fuel Tax funds for Traffic Signal Improvements which represents the low bid amount of \$349,455.36 plus \$25,544.64 in project contingencies.

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

**BACKGROUND:**

**2024 Traffic Signal Improvements**

In late 2023, the Illinois Commerce Commission evaluated the at-grade crossing at Wood/Martin Luther King Jr. Drive and in 2024 issued an order to install safety improvements. These improvements included the installation of updated automatic flashing light signals by the Illinois Central Railroad. The City was to install a new traffic signal cabinet interconnected with the railroad and improve the traffic signals to current standards. This work is to be reimbursed to the City 100% by the Grade Crossing Protection Fund which is expected to be around \$150,000. The City will also improve pavement markings and signage at the intersection at its cost. Additional work was included in the traffic signal project which included the following:

1. The rewiring of the traffic signals at 27th/Faries Parkway, including replacement of the traffic signal cabinet and railroad interconnect.
2. Replacement of mast arm mounted signal heads at Grand/Martin Luther King, Jr. Drive.
3. Replacement of mast arm mounted signal heads at Garfield/Martin Luther King, Jr. Drive.
4. Replacement of mast arm mounted signal heads at Pershing/22nd Street. The Illinois Department of Transportation will reimburse the City the full cost for the work at this intersection which is estimated to be around \$30,000.

**Letting Results**

The project plans and specifications were prepared by City Engineering and approved by the Illinois Department of Transportation (IDOT) for the use of Motor Fuel Tax funds. The project was advertised on December 18, 2024 and bids were opened on January 22, 2025. The results of the letting are as follows (bid tabulation attached):

| Bidder                            | Bid Price           | Compared to Engineer's<br>Est.Over (Under) |
|-----------------------------------|---------------------|--------------------------------------------|
| <b>Bodine Electric of Decatur</b> | <b>\$349,455.36</b> | <b>(3.7%)</b>                              |
| Engineer's Estimate               | \$362,753.30        | -----                                      |

Bodine Electric of Decatur provided the sole responsible bid at 3.7% under the engineer's estimate. Bodine has completed multiple projects for the City. Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation (IDOT) for final approval in accordance with the rules governing the disbursement of State Motor Fuel Tax funds. The proposed State Motor Fuel Tax funds authorization is \$375,000 which includes \$25,544.64 in project contingencies

**LEGAL REVIEW:** These are IDOT standard contracts.

**PRIOR COUNCIL ACTION:**

**March 4, 2024** – The City Council approved Resolution 2024-67 authorizing Stipulated Agreement 2309 between the Illinois Commerce Commission (ICC), Illinois Central Railroad Company (IC), the City of Decatur, and the Illinois Department of Transportation (IDOT) to complete safety improvements at the Martin Luther King Jr. Drive / Wood Street highway-rail grade crossing with the IC railroad tracks.

**POTENTIAL OBJECTIONS:** There are no known objections.

**INPUT FROM OTHER SOURCES:**

ICC, Illinois Department of Transportation

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

**BUDGET/TIME IMPLICATIONS: Budget Impact:**

Funding for this project is allocated in the State Motor Fuel Tax Fund. It is proposed that a total project expenditure of \$375,000 be authorized which includes the low bid of \$349,455.36 plus \$25,544.64 for project contingencies.

**Staffing Impact:**

Staff time is allocated to manage the project.

**Schedule:** Notice to proceed will be provided upon approval of the Contract by City Council and IDOT with completion in late 2025.

**ATTACHMENTS:**

1. 2025-15 RESOLUTION Accept Bid-Award Contract CP2024-37 w Exhibits

**RESOLUTION NO. \_\_\_\_\_**

**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 NO. 24-00437-00-TL  
CITY PROJECT 2024-37**

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

Section 1. That the tabulation of bids received for City Project 2024-37, 2024 Traffic Signal Improvements Project be, and they are hereby, received and placed on file.

Section 2. That the bid of Bodine Electric of Decatur be accepted, and a contract awarded accordingly, and that said contract between Bodine Electric of Decatur and the City of Decatur is for a total amount of \$375,000.00.

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 Bodine Electric of Decatur, attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$375,000.00.

Section 4. That there is hereby appropriated the sum of \$375,000.00 of Motor Fuel Tax funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

Section 5. That only those streets, highways; and operations as listed and described as part of the 2024 Traffic Signal Improvements Project, are eligible for Motor Fuel Tax funds and shall be designated as Section 24-00437-00-TL.

Section 6. That the Clerk shall, as soon as practicable after the closing of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 7. That the Clerk shall immediately transmit four original certified copies of the BLR 09110 form, attached hereto as Exhibit B and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 3rd day of February 2025.

---

Julie Moore Wolfe, Mayor

ATTEST:

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Kim L. Althoff, City Clerk



Contractor's Name

BODINE ELECTRIC OF DCATUR

Contractor's Address

1845 N. 22ND ST.

City

DECATUR

State

IL

Zip Code

62526

STATE OF ILLINOIS

Local Public Agency

City of Decatur

County

Macon

Section Number

24-00437-00-TL

Street Name/Road Name

Wood/MLK, 27th/Faries Parkway, MLK/Garfield, MLK/Grand, Pershing/22nd

Type of Funds

Motor Fuel Tax Fund

☒ CONTRACT BOND (when required)

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

**For a Municipal Project**

Submitted/Approved/Passed

Signature & Date

Official Title

Mayor

**Department of Transportation**

☐ Concurrence in approval of award

Regional Engineer Signature & Date

|                     |                                    |        |                |
|---------------------|------------------------------------|--------|----------------|
| Local Public Agency | Local Street/Road Name             | County | Section Number |
| City of Decatur     | Wood/MLK, 27th/Faries Parkway, MLK | Macon  | 24-00437-00-TL |

1. THIS AGREEMENT, made and concluded the 3rd day of February, 2025 between the City of Decatur, known as the party of the first part, and BODINE ELECTRIC OF DCATUR, its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 24-00437-00-TL in City of Decatur, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Decatur  
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of  
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



## Contract Bond

|                     |        |                       |                |
|---------------------|--------|-----------------------|----------------|
| Local Public Agency | County | Street Name/Road Name | Section Number |
| City of Decatur     | Macon  | Various               | 24-00437-00-TL |

Bond information to be returned to Local Public Agency at One Gary K Anderson Plaza

Complete Address

We, BODINE ELECTRIC OF DCATUR , 1845 N. 22ND ST., DECATUR, IL 62526

Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Three Hundred-Forty Nine Thousand, Four Hundred Fifty Five Dollars and 36/100-----

Dollars ( \$349,455.36 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA and its awarding authority 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 shall be void; otherwise it shall 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 agents this \_\_\_\_\_ day of February, 2025.  
Day Month and Year

### PRINCIPAL

Company Name

By

Signature & Date

Attest

Signature & Date

Company Name

By

Signature & Date

Attest

Signature & Date

(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 IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires \_\_\_\_\_

**SURETY**

Name of Surety

Title

By:

STATE OF IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Municipality

Clerk

Local Public Agency Type

Awarding Authority

City Council

Awarding Authority Signature & Date

# Exhibit A



## Schedule of Prices



Contractor's Name

BODINE ELECTRIC OF DECATUR

Contractor's Address

1845 N 22nd ST

City

DECATUR

State

IL

Zip Code

62526

Local Public Agency

City of Decatur

County

Macon

Section Number

24-00437-00-TL

Route & Street/Road Name

Wood/MLK, 27th/Faries Parkway, MLK/Garfield, MLK/Grand, Pershing/22nd

### Schedule for Multiple Bids

| Combination Letter | Section Included in Combinations | Total |
|--------------------|----------------------------------|-------|
|                    |                                  |       |
|                    |                                  |       |
|                    |                                  |       |
|                    |                                  |       |
|                    |                                  |       |

### Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

| Item Number | Items                 | Unit  | Quantity | Unit Price | Total |
|-------------|-----------------------|-------|----------|------------|-------|
| 67100100    | MOBILIZATION          | EACH  | 1        |            |       |
| 70102635    | TR CONT & PROT 701701 | L SUM | 1        |            |       |
| 81028340    | UNDRGRD C PVC 1 1/2   | FOOT  | 142      |            |       |
| 84500120    | REMOV ELECT SERV INST | EACH  | 2        |            |       |
| 85000200    | MAIN EX TR SIG INSTAL | EACH  | 2        |            |       |
| 85700310    | RR FAC & TY V CAB     | EACH  | 2        |            |       |
| 86200300    | UNINTER POWER SUP EXT | EACH  | 2        |            |       |
| 87301225    | ELCBL C SIGNAL 14 3C  | FOOT  | 525      |            |       |
| 87301245    | ELCBL C SIGNAL 14 5C  | FOOT  | 827      |            |       |
| 87301255    | ELCBL C SIGNAL 14 7C  | FOOT  | 342      |            |       |
| 87301305    | ELCBL C LEAD 14 1PR   | FOOT  | 1552     |            |       |
| 87301750    | ELCBL C RAILRD 14 3C  | FOOT  | 246      |            |       |
| 87301805    | ELCBL C SERV 6 2C     | FOOT  | 110      |            |       |
| 87301900    | ELCBL C EGRDC 6 1C    | FOOT  | 630      |            |       |
| 87502500    | TS POST GALVS 16      | EACH  | 1        |            |       |
| 87800100    | CONC FDN TY A         | FOOT  | 3        |            |       |
| 87800150    | CONC FDN TY C         | FOOT  | 6        |            |       |
| 88040090    | SH P LED 1F 3S MAM    | EACH  | 28       |            |       |
| 88200410    | TS BACKPLATE L F PLAS | EACH  | 28       |            |       |
| 89100400    | ILLUM SIGN LED        | EACH  | 8        |            |       |

SEE  
ATTACHED

| Local Public Agency     |                       | County | Section Number |            | Route(s) (Street/Road Name) |
|-------------------------|-----------------------|--------|----------------|------------|-----------------------------|
| City of Decatur         |                       | Macon  | 24-00437-00-TL |            | Wood/MLK, 27th/Faries       |
| Item Number             | Items                 | Unit   | Quantity       | Unit Price | Total                       |
| 89500100                | RELOC EX SIG HEAD     | EACH   | 2              |            |                             |
| 89500200                | RELOC EX PED SIG HEAD | EACH   | 1              |            |                             |
| 89502300                | REM ELCBL FR CON      | FOOT   | 3600           |            |                             |
| 89502375                | REMOV EX TS EQUIP     | EACH   | 1              |            |                             |
| 89502385                | REMOV EX CONC FDN     | EACH   | 3              |            |                             |
| X0323071                | SPARE FUL ACT CONT SP | EACH   | 2              |            |                             |
| X8050115                | SERV INSTALL TY A MOD | EACH   | 2              |            |                             |
| Z0048665                | RR PROT LIABILITY INS | L SUM  | 1              |            |                             |
|                         |                       |        |                |            |                             |
|                         |                       |        |                |            |                             |
| Bidder's Total Proposal |                       |        |                |            | 349,455.36                  |

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

22-Jan-25 BODINE ELECTRIC OF DECATUR  
 1845 N. 22nd STREET  
 DECATUR, IL 62525  
 217-420-4260

Total Pgs.

1

| Item #:  | City of Decatur - Wood/MLK, Various Signals |        |           |            |             |  |
|----------|---------------------------------------------|--------|-----------|------------|-------------|--|
| PIN      | DESCRIPTION                                 | U OF M | QUAN      | UNIT PRICE | TOTAL PRICE |  |
| 67100100 | MOBILIZATION                                | EACH   | 1.000     | 4779.20    | 4779.20     |  |
| 70102635 | TR CONT & PROT 701701                       | L SUM  | 1.000     | 4181.80    | 4181.80     |  |
| 81028340 | UNDRGRD C PVC 1 1/2                         | FOOT   | 142.000   | 65.71      | 9330.82     |  |
| 84500120 | REMOV ELECT SERV INST                       | EACH   | 2.000     | 1893.76    | 3787.52     |  |
| 85000200 | MAIN EX TR SIG INSTAL                       | EACH   | 2.000     | 2777.91    | 5555.82     |  |
| 85700310 | RR FAC & TY V CAB                           | EACH   | 2.000     | 47760.94   | 95521.88    |  |
| 86200300 | UNINTER POWER SUP EXT                       | EACH   | 2.000     | 8477.11    | 16954.22    |  |
| 87301225 | ELCBL C SIGNAL 14 3C                        | FOOT   | 525.000   | 3.24       | 1701.00     |  |
| 87301245 | ELCBL C SIGNAL 14 5C                        | FOOT   | 827.000   | 3.24       | 2679.48     |  |
| 87301255 | ELCBL C SIGNAL 14 7C                        | FOOT   | 342.000   | 3.30       | 1128.60     |  |
| 87301305 | ELCBL C LEAD 14 1PR                         | FOOT   | 1,552.000 | 3.30       | 5121.60     |  |
| 87301750 | ELCBL C RAILRD 14 3C                        | FOOT   | 246.000   | 5.38       | 1323.48     |  |
| 87301805 | ELCBL C SERV 6 2C                           | FOOT   | 110.000   | 8.36       | 919.60      |  |
| 87301900 | ELCBL C EGRDC 6 1C                          | FOOT   | 630.000   | 4.18       | 2633.40     |  |
| 87502500 | TS POST GALVS 16                            | EACH   | 1.000     | 2975.05    | 2975.05     |  |
| 87800100 | CONC FDN TY A                               | FOOT   | 3.000     | 1612.98    | 4838.94     |  |
| 87800150 | CONC FDN TY C                               | FOOT   | 6.000     | 1856.72    | 11140.32    |  |
| 88040090 | SH P LED 1F 3S MAM                          | EACH   | 28.000    | 2072.98    | 58043.44    |  |
| 88200410 | TS BACKPLATE L F PLAS                       | EACH   | 28.000    | 256.28     | 7175.84     |  |
| 89100400 | ILLUM SIGN LED                              | EACH   | 8.000     | 4659.72    | 37277.76    |  |
| 89500100 | RELOC EX SIG HEAD                           | EACH   | 2.000     | 1583.11    | 3166.22     |  |
| 89500200 | RELOC EX PED SIG HEAD                       | EACH   | 1.000     | 925.97     | 925.97      |  |
| 89502300 | REM ELCBL FR CON                            | FOOT   | 3,600.000 | 2.21       | 7956.00     |  |
| 89502375 | REM EX TS EQUIP                             | EACH   | 1.000     | 13142.80   | 13142.80    |  |
| 89502385 | REM EX CONC FDN                             | EACH   | 3.000     | 2509.08    | 7527.24     |  |
| X0323071 | SPARE FUL ACT CONT SP                       | EACH   | 2.000     | 5496.08    | 10992.16    |  |
| X8050115 | SERV INSTALL TY A MOD                       | EACH   | 2.000     | 7766.20    | 15532.40    |  |
| Z0048665 | RR PROT LIABILITY INS                       | L SUM  | 1.000     | 13142.80   | 13142.80    |  |

349455.36

# Exhibit B



## Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

| Resolution Type | Resolution Number | Section Number |
|-----------------|-------------------|----------------|
| Original        |                   | 24-00437-00-TL |

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

For Roadway/Street Improvements:

| Name of Street(s)/Road(s)                   | Length (miles) | Route | From | To |
|---------------------------------------------|----------------|-------|------|----|
| Martin Luther King, Jr. Drive/Wood Street   |                |       |      |    |
| Martin Luther King, Jr. Drive/Grand Ave.    |                |       |      |    |
| Martin Luther King, Jr. Drive/Garfield Ave. |                |       |      |    |
| 27th Street/Faries Parkway                  |                |       |      |    |
| Pershing Road/22nd Street                   |                |       |      |    |

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Traffic signal improvements to include traffic signal cabinets, wiring, signal head replacement, railroad warning devices, railroad interconnection, traffic control, etc.

2. That there is hereby appropriated the sum of Three Hundred and Seventy Five Thousand and 00/100 Dollars ( \$375,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kim Althoff City Clerk in and for said City  
Name of Clerk Local Public Agency Type Local Public Agency Type

of Decatur Name of Local Public Agency in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Decatur at a meeting held on February 03, 2025  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3 day of February, 2025  
Day Month, Year



(SEAL, if required by the LPA)

**Resolution for Improvement  
Under the Illinois Highway Code**

Clerk Signature & Date

|  |
|--|
|  |
|--|

**Approved**

Regional Engineer Signature & Date  
Department of Transportation

|  |
|--|
|  |
|--|

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM  
No. 25-02

January 13, 2024

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

**FROM:** Tim Gleason, City Manager  
Cordaryl “Pat” Patrick, Director of Economic & Community Development

**SUBJECT:** Reynolds Family Subdivision Final Plat - Access Easement in the 2600 Block of South Taylor Road

**SUMMARY RECOMMENDATION:** Staff recommends approval of the access easement. The City Plan Commission voted 6-0 to recommend approval of this petition at the January 9, 2025 meeting; the minutes of the meeting are attached.

**BACKGROUND:** The subject site contains a single-family residence on proposed Lot 1. The petitioner proposes to subdivide the property into three (3) lots. Lot Two (2) is located within the City of Decatur Corporate Limits while Lots One (1) and Three (3) are located within the Macon County unincorporated property.

The owner proposes to subdivide the property into three (3) lots in which two (2) of the lots will not have frontage or direct access to a public street. According to the Zoning Ordinance each lot shall have frontage on, direct access to, a public street or way that is improved to City standards, unless the Council shall otherwise direct, by approval of a subdivision plat so showing submitted, heard and considered in the manner provided in the Subdivision Regulations for the City.

Access from Taylor Road to proposed Lots One (1) and Three (3) of Reynolds Family Subdivision will be from a shared access easement across Lot Two (2). There will be no direct access to and no frontage on Taylor Road for Lots One (1) and Three (3). An additional 40-foot ingress/egress easement will be provided for the benefit of 1396 W Grove Road and Lot Three (3) across Lot Two (2).

**POTENTIAL OBJECTION:** There were no known objectors at the Plan Commission Meeting.

**INPUT FROM OTHER SOURCES:** The access easement and Final Plat has been reviewed and approved by Planning and Public Works Staff.

**STAFF REFERENCE:** Any additional questions may be forwarded to Cordaryl Patrick ([cpatrick@decaturil.gov](mailto:cpatrick@decaturil.gov)).

**BUDGET/TIME IMPLICATIONS:** None.

**ORDINANCE NO. \_\_\_\_\_**

**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 -**

WHEREAS, on the 9th day of January 2025, upon due notice, the Decatur City Plan Commission held a public hearing upon the request of Danny Reynolds, requesting exceptions to the Zoning Ordinance pursuant to Section IV.A.8. to allow for no frontage on or direct access to a public street, said premises legally described as:

**Parcel 1**

Beginning at a point 460.0 feet east and 281.6 feet north of the southwest corner of the southwest quarter of the southeast quarter of section 28, township 16 north, range 2 east of the third principal meridian; thence northerly parallel to the west line of the southwest quarter of the southeast quarter of said section 28, a distance of 167.0 feet; thence easterly at right angles 155.0 feet to a point; thence northerly at right angles, 125.0 feet to a point; thence westerly at right angles 175.0 feet to a point on the east line of the west 440 feet of the southwest quarter of the southeast quarter of said section 28; thence northerly parallel to and 440.0 feet east of the said west line, 750.0 feet to a point on the north line of the southwest quarter of the southeast quarter of said section 28; thence east along the north line, 563.0 feet to the northeast corner of the west 30.0 acres of the said southwest quarter of the southeast quarter of section 28; thence southerly along the east line of the west 30.0 acres, 906.65 feet; thence westerly 208.7 feet to a point; thence southerly 135.8 feet to a point 281.6 feet north of the south line of the southwest quarter of the southeast quarter of said section 28; thence westerly parallel to the said south line, 338.7 feet to the place of beginning, Macon County, Illinois.

**Parcel 2**

Easement for the benefit of parcel 1 as created by deed from Adrian E. Bush and Grace A. Bush, husband and wife, to Marvin Bloomburg, dated February 28, 1967, and recorded February 28, 1967, as document no. 831005 in book 1578, page 305 for passageway over the east 20 feet of the south 448.6 feet of the west 460 feet of the southwest quarter of the southeast quarter of said section 28, township 16 north, range 2 east of the third principal meridian, Macon County, Illinois.

**Parcel 3**

The west 400 feet of the west 30 acres, except the south 376.7 feet of said west 400 feet of the west 30 acres, all in the southwest quarter of the southeast quarter of section 28, township 16 north, range 2 east of the third principal meridian, Macon County, Illinois.

This property has been subdivided into the lots, streets and easements as shown and iron pin survey monuments have been set at the locations as shown. Said subdivision is to be known as "Reynolds Family Subdivision", City of Decatur, Macon County, Illinois.,

WHEREAS, the Decatur City Plan Commission recommended that said request be granted.

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

Section 1. That the above described Premises be, and the same are hereby, allowed to be subdivided so that the proposed Lots One (1) and Three (3) as is defined in Exhibit A be allowed to have no frontage on or direct access to a public street.

PRESENTED, PASSED, APPROVED AND RECORDED this 3<sup>rd</sup> day of February, 2025.

---

JULIE MOORE WOLFE, MAYOR

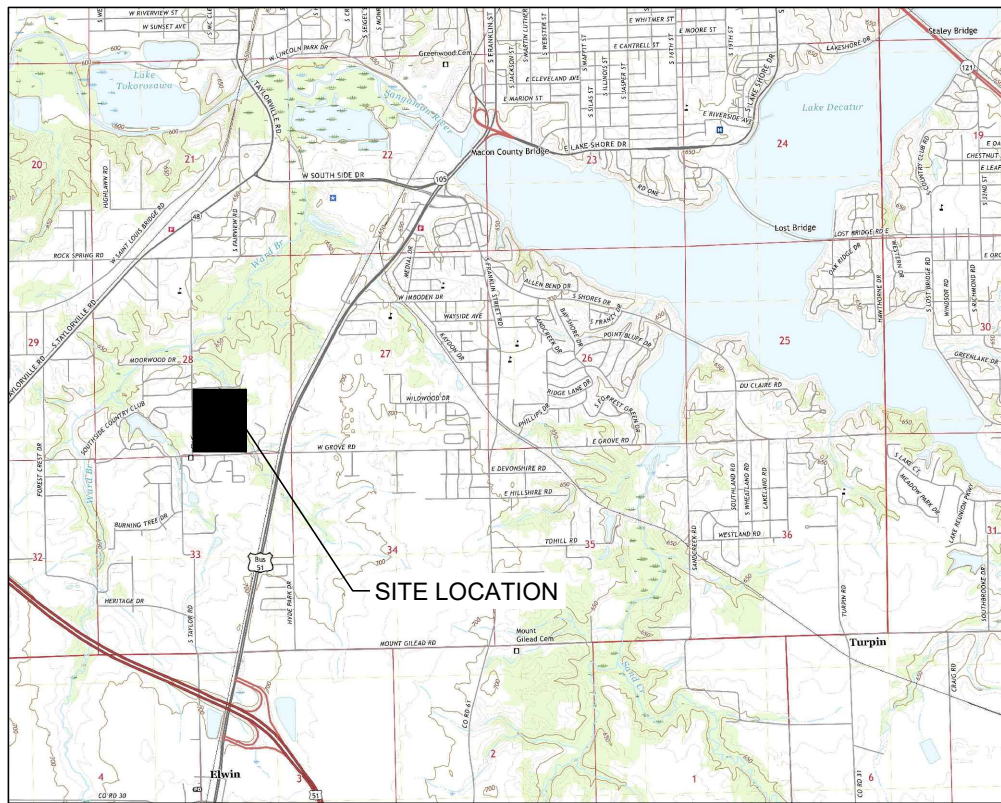
ATTEST:

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CITY CLERK

# REYNOLDS FAMILY SUBDIVISION

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28,  
TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN  
MACON COUNTY, ILLINOIS



## LINE TABLE

| NO. | BEARING       | DISTANCE | RECORD   |
|-----|---------------|----------|----------|
| L1  | N00° 06' 11"W | 166.22'  | (167.0)  |
| L2  | N89° 33' 51"E | 154.16'  | (155.0') |
| L3  | N00° 26' 09"W | 125.00'  | (125.0') |
| L4  | S89° 33' 51"W | 173.47'  | (175.0') |
| L5  | S00° 07' 40"E | 197.02'  |          |

## GENERAL NOTES:

- REYNOLDS FAMILY SUBDIVISION IS PARTIALLY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF DECATUR, ILLINOIS. LOT 2 IS ENTIRELY LOCATED WITHIN THE CORPORATE LIMITS. LOTS 1 AND 3 ARE ENTIRELY LOCATED OUTSIDE THE CORPORATE LIMITS IN MACON COUNTY. THE CORPORATE LIMITS LINE IS DESIGNATED ON THE PLAT AS SHOWN.
- THE REPORTED FRONT YARD BUILDING SETBACK FOR CITY OF DECATUR R-1 ZONING IS 30 FEET. SEE THE CITY OF DECATUR ZONING ORDINANCE FOR OTHER ZONING INFORMATION. THE REPORTED FRONT YARD BUILDING SETBACK FOR MACON COUNTY R-1 ZONING IS 35 FEET. SEE THE MACON COUNTY ZONING ORDINANCE FOR OTHER ZONING INFORMATION.
- I HAVE NOT A MADE A SEPARATE SEARCH OF THE RECORDS FOR EASEMENTS, ENCUMBRANCES, OWNERSHIP OR TITLE EVIDENCE IN CONJUNCTION WITH THIS SUBDIVISION.
- THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011) EAST ZONE.
- ALL DISTANCES ARE HORIZONTAL MEASUREMENTS IN FEET AND DECIMAL PARTS THEREOF.
- THIS PROPERTY IS LOCATED WITHIN ZONE "X" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP 17115C0315E, WITH AN EFFECTIVE DATE OF JUNE 7, 2017.
- FIELD WORK FOR THIS SUBDIVISION WAS COMPLETED ON AUGUST 9, 2024.

## DRAINAGE STATEMENT:

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF. IF SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

OWNER(S) \_\_\_\_\_ DATE \_\_\_\_\_

JONAS N. OZIER, I.R.P.E. NO. 062-068647 \_\_\_\_\_ DATE \_\_\_\_\_  
EXP. DATE: 11/30/2025

## CITY APPROVAL:

DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT \_\_\_\_\_ DATE \_\_\_\_\_  
CITY OF DECATUR, IL

PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
CITY OF DECATUR, IL

## SURVEYOR CERTIFICATION:

I, CHAD E. WALLACE, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3521, DO HEREBY STATE THAT AT THE REQUEST OF THE OWNER, DARREN REYNOLDS, I HAVE CAUSED A SURVEY TO BE MADE AND A PLAT TO BE DRAWN UNDER MY DIRECT SUPERVISION OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PARCEL 1  
BEGINNING AT A POINT 460.0 FEET EAST AND 281.6 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 167.0 FEET; THENCE EASTERLY AT RIGHT ANGLES 155.0 FEET TO A POINT; THENCE NORTHERLY AT RIGHT ANGLES, 125.0 FEET TO A POINT; THENCE WESTERLY AT RIGHT ANGLES 175.0 FEET TO A POINT ON THE EAST LINE OF THE WEST 440 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTHERLY PARALLEL TO AND 440.0 FEET EAST OF THE SAID WEST LINE, 750.0 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE EAST ALONG THE NORTH LINE, 563.0 FEET TO THE NORTHEAST CORNER OF THE WEST 30.0 ACRES OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 30.0 ACRES, 906.65 FEET; THENCE WESTERLY 208.7 FEET TO A POINT; THENCE SOUTHERLY 135.8 FEET TO A POINT 281.6 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE WESTERLY PARALLEL TO THE SAID SOUTH LINE, 338.7 FEET TO THE PLACE OF BEGINNING, MACON COUNTY, ILLINOIS.

PARCEL 2  
EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM ADRIAN E. BUSH AND GRACE A. BUSH, HUSBAND AND WIFE, TO MARVIN BLOOMBURG, DATED FEBRUARY 28, 1967, AND RECORDED FEBRUARY 28, 1967, AS DOCUMENT NO. 831005 IN BOOK 1578, PAGE 305 FOR PASSAGEWAY OVER THE EAST 20 FEET OF THE SOUTH 448.6 FEET OF THE WEST 460 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS.

PARCEL 3  
THE WEST 400 FEET OF THE WEST 30 ACRES, EXCEPT THE SOUTH 376.7 FEET OF SAID WEST 400 FEET OF THE WEST 30 ACRES, ALL IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS.

THIS PROPERTY HAS BEEN SUBDIVIDED INTO THE LOTS, STREETS AND EASEMENTS AS SHOWN AND IRON PIN SURVEY MONUMENTS HAVE BEEN SET AT THE LOCATIONS AS SHOWN. SAID SUBDIVISION IS TO BE KNOWN AS "REYNOLDS FAMILY SUBDIVISION", CITY OF DECATUR, MACON COUNTY, ILLINOIS.

CHASTAIN AND ASSOCIATES, LLC  
5 NORTH COUNTRY CLUB ROAD  
DECATUR, ILLINOIS 62521

BY: \_\_\_\_\_  
CHAD E. WALLACE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3521

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS  
MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



DATE: \_\_\_\_\_  
EXP. DATE: 11-30-2024

## LEGEND

- = SET 5/8" DIAMETER BY 30" LONG REBAR WITH PLASTIC CAP STAMPED "CHASTAIN & ASSOCIATES"
- ⊙ = FOUND IRON PIN/REBAR
- = BOUNDARY
- - - = RIGHT-OF-WAY LINE
- - - = SECTION LINE
- ▬ = CORPORATE LIMIT

0' 50' 100' 200'  
1" INCH = 100 FEET

## ISSUANCE INDEX

Date:  
10/17/2024

Project Phase:  
SECOND REVIEW

## MARK

## DATE

## DESCRIPTION

**CHASTAIN**  
& ASSOCIATES LLC  
CONSULTING ENGINEERS  
SERVICE | SOLUTIONS | COMMITMENT™

DROP\_DOWN4

Toll-free: 1.833.4CHASTAIN  
www.chastainengineers.com

## FINAL PLAT

**REYNOLDS FAMILY SUBDIVISION**  
MACON COUNTY, ILLINOIS

Project No. 8092.00

County: MACON, IL

Drawing Scale: 1" = 100'

Profile Scale: NA

Drawn By: AW

Checked By: CW

Sheet No: C000

Page: 01 of 01

## **STAFF REPORT**

### **Decatur City Plan Commission**

|                          |                                                                                      |
|--------------------------|--------------------------------------------------------------------------------------|
| <b>Hearing Date</b>      | January 2, 2024                                                                      |
| <b>Case No.</b>          | 25-01                                                                                |
| <b>Property Location</b> | 2600 Block of South Taylor Road                                                      |
| <b>Request</b>           | Reynolds Family Subdivision - Access Easement in the 2600 Block of South Taylor Road |
| <b>Petitioner</b>        | Darren Reynolds                                                                      |
| <b>Representative</b>    | Chastain & Associates                                                                |

---

### **BACKGROUND**

The subject site contains a single-family residence on proposed Lot 1. The petitioner proposes to subdivide the property into three (3) lots. Lot Two (2) is located within the City of Decatur Corporate Limits while Lots One (1) and Three (3) are located within the Macon County unincorporated property.

The owner proposes to subdivide the property into three (3) lots in which two (2) of the lots will not have frontage or direct access to a public street. According to the Zoning Ordinance each lot shall have frontage on, direct access to, a public street or way that is improved to City standards, unless the Council shall otherwise direct, by approval of a subdivision plat so showing submitted, heard and considered in the manner provided in the Subdivision Regulations for the City.

### **PROJECT DESCRIPTION**

Access from Taylor Road to proposed Lots One (1) and Three (3) of Reynolds Family Subdivision will be from a shared access easement across Lot Two (2). There will be no direct access to and no frontage on Taylor Road for Lots One (1) and Three (3). An additional 40-foot ingress/egress easement will be provided for the benefit of 1396 W. Grove Road and Lot Three (3) across Lot Two (2).

### **STAFF RECOMMENDATION**

The proposed Final Minor Plat of Reynolds Family Subdivision was reviewed and approved by Engineering and Planning. Staff recommends approval of the Final Plat.

### **PLAN COMMISSION ACTION**

Section IV. A.8. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review Plats where there is no direct access to a public street and report its findings to the City Council. A motion to forward Case No. 25-01 to City Council by the Plan Commission with a recommendation is warranted.

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

Joselyn Stewart  
Senior Transportation and Land Use Planner

**ATTACHMENTS**

1. Proposed Reynolds Family Subdivision Final Plat

**Excerpts from Plan Commission Meeting of January 9, 2025:**

**Case No. 25-01 Petition of Reynolds Family Subdivision - Access Easement in the 2600 Block of South Taylor Road**

It was moved and seconded (Andrew Taylor/Matt Naber) to forward Case No. 25-01 to the City Council with a recommendation of approval as set forth in the staff report.

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

Chad Wallace, Chastain, was sworn in by Amy Goodman and provided information on the subdivision.

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

**City Council Memo  
Finance Department**

**DATE:** February 3, 2025

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

**FROM:** Tim Gleason, City Manager  
Ruby F James, City Treasurer & Chief Financial Officer

**SUBJECT:** Resolution Authorizing Professional Service Agreement with Milliman, Inc. for Actuarial and Professional Services

**SUMMARY RECOMMENDATION:**

City Administration recommends Council approval of the attached Resolutions to authorize the City Manager and City Treasurer to enter into professional service agreements with Milliman, Inc. (Milliman) to perform actuarial and professional services for the City of Decatur, Illinois Retiree Health Care Benefits Program and the Decatur Police Officers' and Decatur Firefighters' Pension Plans.

**BACKGROUND:**

Milliman has been the City's actuarial advisor for 7 years. Individually, the fees do not exceed \$20,000 per year, but throughout the life of each contract, the fees do exceed the amount required to be brought before Council for approval.

Services include:

- Census file update - request and process the census data, compile questions, and check for reasonableness of the data submitted.
- Trust statement reconciliation. The trustee is responsible for preparing the trust accounting statements. The annual reconciliation process is not intended to serve as an audit of the trust accounts but to determine the plan's assets for valuation purposes.
- Study the sources of actuarial gains and losses and analyze the plan's experience to evaluate the appropriateness of the actuarial assumptions; recommend changes in the assumptions if they are deemed to be inappropriate for assessing the plan's long-term liabilities and financial health.

- Compile the results in a comprehensive formal written report which will act as a summary of the plan's funded status and provide background information about the actuarial methods and assumptions used, the chief provisions of the plan, and summary information about the plan's population and assets.
- Prepare the disclosure information required by GASB 75 and GASB 67/68 and provide any other information requested by the Client's auditor.

**Two Contracts:**

**City of Decatur Retiree Health Care Benefits Program**

City of Decatur requires GASB 75 reporting and associated files to be prepared annually. The term of the contract is 2023-2026.

**Fixed Fees for Basic Services GASB 75 (Total \$41,700)**

|                                                |          |
|------------------------------------------------|----------|
| GASB 75 Disclosure Report for FYE 2023         | \$2,475  |
| January 1, 2024 Actuarial Valuation and Report | \$14,950 |
| GASB 75 Disclosure Report for FYE 2024         | \$2,575  |
| GASB 75 Disclosure Report for FYE 2025         | \$2,675  |
| January 1, 2026 Actuarial Valuation and Report | \$16,250 |
| GASB 75 Disclosure Report for FYE 2026         | \$2,775  |

**Decatur Police Officers' and Decatur Firefighters' Pension Plans**

The two Pension Plans require GASB 67/68 reporting and associated files to be prepared annually. The term of the contract is 2024-2026.

**Fixed Fees for Basic Services GASB 67/68 (Total \$59,400)**

|                                            |          |
|--------------------------------------------|----------|
| January 1, 2024 Pension Valuations         | \$11,450 |
| GASB 67/68 Disclosure Reports for FYE 2024 | \$7,650  |
| January 1, 2025 Pension Valuations         | \$11,850 |
| GASB 67/68 Disclosure Reports for FYE 2025 | \$7,950  |
| January 1, 2026 Pension Valuations         | \$12,250 |
| GASB 67/68 Disclosure Reports for FYE 2026 | \$8,250  |

Any additional work would be charged at hourly rates included in the agreement.

The City is obligated for work performed in each year. The annual fee is locked in for the number of years indicated at which time the agreement would be renegotiated.

**POTENTIAL OBJECTION:**

None anticipated.

**INPUT FROM OTHER SOURCES:**

None

**STAFF REFERENCES:**

Ruby F. James, City Treasurer & Chief Financial Officer

**BUDGET/TIME IMPLICATIONS:**

These fees are budgeted in the 2025 budget.

**RESOLUTION NO. R2025 \_\_\_\_\_**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE  
AGREEMENT WITH MILLIMAN INC. FOR ACTUARIAL SERVICES  
REGARDING CITY OF DECATUR RETIREE HEALTH CARE  
BENEFITS**

---

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

Section 1. That the Professional Service Agreement concerning actuarial and professional services regarding City of Decatur Retiree Health Care Benefits Program presented herewith to the City Council between the City of Decatur, Illinois and Milliman, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager and City Treasurer be, and they are hereby, authorized and directed to sign said engagement agreement, on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED this 3<sup>rd</sup> day of February, 2025.

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Althoff, City Clerk

## City of Decatur

### STATEMENT OF WORK FOR 2023-2026

**Basic Services** are those actuarial and professional services described below that are to be performed by Milliman, Inc. ("Milliman") at the City of Decatur ("Client")'s request with respect to the City of Decatur Retiree Health Care Benefits Program. Milliman's provision of the services and deliverables set forth herein, and the Client's receipt of the same, is subject to the terms and conditions of the Consulting Services Agreement between Milliman and the Client dated 02/15/2017.

- Census file update - request and process the census data, compile questions, and check for reasonableness of the data submitted.
- Trust statement reconciliation. The trustee is responsible for preparing the trust accounting statements. The annual reconciliation process is not intended to serve as an audit of the trust accounts but to determine the plan's assets for valuation purposes.
- Study the sources of actuarial gains and losses and analyze the plan's experience to evaluate the appropriateness of the actuarial assumptions; recommend changes in the assumptions if they are deemed to be inappropriate for assessing the plan's long-term liabilities and financial health.
- Compile the results in a comprehensive formal written report which will act as a summary of the plan's funded status and provide background information about the actuarial methods and assumptions used, the chief provisions of the plan, and summary information about the plan's population and assets.
- Prepare the disclosure information required by GASB75 and provide any other information requested by the Client's auditor.

**Special Services** are actuarial and administrative services that are performed by Milliman at the Client's request that fall outside of the scope of Basic Services. Examples include experience studies, funding policy studies, asset/liability studies, evaluating the impact of legal, regulatory, accounting, or plan changes, assisting with administrative matters, reviewing plan amendments, and communication projects including meetings with employees.

Milliman can estimate fees in advance for Special Services projects that have a well-defined scope. These good faith fee estimates will be based on the billing rates shown below and the estimated hours needed to complete the project. However, actual billing will reflect the Milliman charges at the billing rate schedule. In the event the scope of a project changes or other changes cause the fee to exceed the good faith estimate, Milliman will immediately notify the Client.

## City of Decatur

## Statement of Work 2023-2026

### Fixed Fees for Basic Services

|                                                |          |
|------------------------------------------------|----------|
| GASB 75 Disclosure Report for FYE2023*         | \$2,475  |
| January 1, 2024 Actuarial Valuation and Report | \$14,950 |
| GASB 75 Disclosure Report for FYE2024*         | 2,575    |
| GASB 75 Disclosure Report for FYE2025*         | 2,675    |
| January 1, 2026 Actuarial Valuation and Report | 16,250   |
| GASB 75 Disclosure Report for FYE2026*         | 2,775    |

\* Hourly rates will apply if we must perform a depletion date projection, calculate the money-weighted rate of return, or reflect plan changes made between valuations.

These fees assume that the census and financial data furnished to Milliman is clear and complete, and is provided in a format that permits efficient and accurate processing.

### Hourly Rates for Special Services

|                    |               |
|--------------------|---------------|
| Senior consultants | \$465 - \$525 |
| Consultants        | \$345 - \$400 |
| Senior analysts    | \$280 - \$320 |
| Analysts           | \$225 - \$240 |
| Administrative     | \$205 - \$225 |

### Acceptance

The Client acknowledges the obligation to pay Milliman for services rendered, whether arising from the Client's request or otherwise necessary as a result of this engagement. Milliman will bill the Client periodically for services rendered and expenses incurred. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

The Client's transmittal of updated census data constitutes the Client's acceptance of the terms outlined herein.

**RESOLUTION NO. R2025 \_\_\_\_\_**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE  
AGREEMENT WITH MILLIMAN INC. FOR ACTUARIAL SERVICES  
REGARDING POLICE AND FIREFIGHTERS' PENSION FUNDS**

---

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

Section 1. That the Professional Service Agreement concerning actuarial and professional services regarding Decatur Police Officers' and Decatur Firefighters' Pension Funds presented herewith to the City Council between the City of Decatur, Illinois and Milliman, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager and City Treasurer be, and they are hereby, authorized and directed to sign said engagement agreement, on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED this 3<sup>rd</sup> day of February, 2025.

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Althoff, City Clerk

## City of Decatur

### STATEMENT OF WORK FOR 2024-2026

**Basic Services** are those actuarial and professional services described below that are to be performed by Milliman, Inc. ("Milliman") at the City of Decatur ("Client")'s request with respect to the City of Decatur Police Pension Fund and the City of Decatur Firefighters' Pension Fund. Milliman's provision of the services and deliverables set forth herein, and the Client's receipt of the same, is subject to the terms and conditions of the Consulting Services Agreement between Milliman and the Client dated 02/15/2017.

- Census file update - request and process the census data, compile questions, and check for reasonableness of the data submitted.
- Trust statement reconciliation. The trustee is responsible for preparing the trust accounting statements. The annual reconciliation process is not intended to serve as an audit of the trust accounts but to determine the plan's assets for valuation purposes.
- Study the sources of actuarial gains and losses and analyze the plan's experience to evaluate the appropriateness of the actuarial assumptions; recommend changes in the assumptions if they are deemed to be inappropriate for assessing the plan's long-term liabilities and financial health.
- Compile the results in a comprehensive formal written report which will act as a summary of the plan's funded status and provide background information about the actuarial methods and assumptions used, the chief provisions of the plan, and summary information about the plan's population and assets.
- Prepare the disclosure information required by GASB75 and provide any other information requested by the Client's auditor.

**Special Services** are actuarial and administrative services that are performed by Milliman at the Client's request that fall outside of the scope of Basic Services. Examples include experience studies, funding policy studies, asset/liability studies, evaluating the impact of legal, regulatory, accounting, or plan changes, assisting with administrative matters, reviewing plan amendments, and communication projects including meetings with employees.

Milliman can estimate fees in advance for Special Services projects that have a well-defined scope. These good faith fee estimates will be based on the billing rates shown below and the estimated hours needed to complete the project. However, actual billing will reflect the Milliman charges at the billing rate schedule. In the event the scope of a project changes or other changes cause the fee to exceed the good faith estimate, Milliman will immediately notify the Client.

## City of Decatur

## Statement of Work 2024-2026

### Fixed Fees for Basic Services

|                                            |          |
|--------------------------------------------|----------|
| January 1, 2024 Pension Valuations         | \$11,450 |
| GASB 67/68 Disclosure Reports for FYE2024* | 7,650    |
| January 1, 2025 Pension Valuations         | 11,850   |
| GASB 67/68 Disclosure Reports for FYE2025* | 7,950    |
| January 1, 2026 Pension Valuations         | 12,250   |
| GASB 67/68 Disclosure Reports for FYE2026* | 8,250    |

\* Hourly rates will apply if we must perform a depletion date projection, calculate the money-weighted rate of return, or reflect plan changes made between valuations.

These fees assume that the census and financial data furnished to Milliman is clear and complete, and is provided in a format that permits efficient and accurate processing.

### Hourly Rates for Special Services

|                    |               |
|--------------------|---------------|
| Senior consultants | \$465 - \$525 |
| Consultants        | \$345 - \$400 |
| Senior analysts    | \$280 - \$320 |
| Analysts           | \$225 - \$240 |
| Administrative     | \$205 - \$225 |

### Acceptance

The Client acknowledges the obligation to pay Milliman for services rendered, whether arising from the Client's request or otherwise necessary as a result of this engagement. Milliman will bill the Client periodically for services rendered and expenses incurred. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

The Client's transmittal of updated census data constitutes the Client's acceptance of the terms outlined herein.

**LETTER to the DECATUR CITY COUNCIL**  
**Finance Department**

**DATE:** February 3, 2025

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

**FROM:** Tim Gleason, City Manager  
Ruby F James, City Treasurer & Chief Financial Officer

**SUBJECT:** Resolution Authorizing Annual Payment to the Economic Development Corporation of Decatur and Macon County (EDC) for Administration of the Decatur Macon County Enterprise Zone

**SUMMARY RECOMMENDATION:**

City Administration recommends Council approval of the attached Resolution to authorize the City Treasurer to affect payment of the fees for EDC's administration of the Decatur Macon County Enterprise Zone as approved in the Annual Budget by City Council.

**BACKGROUND:**

Decatur City Council approved the Economic Development Corporation of Decatur and Macon County (EDC) to administer the Decatur Macon County Enterprise Zone with Resolution 2012-97. The City has been paying these fees annually as approved in the annual budget by City Council.

The Administration would like to formalize authorization to pay such fees through this Resolution that is normally included as part of the original authorization, which did not include mention of payment.

**POTENTIAL OBJECTION:**

None anticipated.

**INPUT FROM OTHER SOURCES:**

None

**STAFF REFERENCES:**

Ruby F. James, City Treasurer & Chief Financial Officer

**BUDGET/TIME IMPLICATIONS:**

These fees are budgeted in the 2025 budget.

**RESOLUTION NO. R2025 \_\_\_\_\_**

**RESOLUTION AUTHORIZING ANNUAL PAYMENT TO THE  
ECONOMIC DEVELOPMENT CORPORATION FOR  
ADMINISTRATION OF THE DECATUR MACON COUNTY  
ENTERPRISE ZONE**

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WHEREAS the Decatur City Council authorized the Economic Development Corporation of Decatur and Macon County (EDC) to administer the Decatur Macon County Enterprise Zone with Resolution 2012-197.

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

Section 1. That the City Treasurer be directed to affect payment annually of the fees for EDC's administration of the Decatur Macon County Enterprise Zone as approved in the Annual Budget by City Council.

PRESENTED AND ADOPTED this 3<sup>rd</sup> day of February, 2025.

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Julie Moore Wolfe, Mayor

ATTEST:

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Kimberly Althoff, City Clerk