



Monday, March 3, 2025
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

1. Approval of Minutes of February 18, 2025

V. Unfinished Business

VI. New Business

1. Resolution Designating Honorary Street Sign in Honor of the Late Bishop Thomas Cooper
2. Resolution Designating Honorary Street Sign in Honor of Dr. Thomas Walker
3. Ordinance Amending City Code Chapter 52 Alcoholic Liquor
4. Ordinance Adopting City Code Chapter 52.4 Massage Establishments
5. Ordinance Amending City Code Chapter 54 Amusement Devices
6. City Manager Update
7. 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 –3198 Kathy Court
- B. Ordinance Annexing Territory –3290 Turpin Road
- C. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of Two (2) F-450 Trucks and One (1) F-250 Truck
- D. Resolution Authorizing the 2025 Managed Support Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System
- E. Resolution Authorizing Amendment No. 1 to the Professional Engineering Services Agreement with AECOM Technical Services, Inc. for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01
- F. Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)
- G. Receiving and Filing of Minutes of Boards and Commissions

VII. Other Business

VIII. Adjournment

CITY COUNCIL MINUTES
Tuesday, February 18, 2025

On Tuesday, February 18, 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 Lisa Gregory, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper and Mayor Moore Wolfe. Councilman Chuck Kuhle was absent. Mayor Moore Wolfe declared a quorum present.

Ms. Wendy Morthland, Interim City Manager, attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens. No citizens came forward to express their comments.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of February 3, 2025, 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 Lisa Gregory, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper, and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Moore Wolfe called for New Business.

R2025-134 Resolution Receiving Certificate of Publication for Proposed Annexation Agreement, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Morthland, Interim City Manager, gave an overview of the Resolution.

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

Mayor Moore Wolfe called for a Public Hearing at 5:33 p.m. on the proposed annexation agreement between the City of Decatur and McLeod Properties, LLC. There were no comments from the public or Council members. Mayor Moore Wolfe declared the Public Hearing closed at 5:34 p.m.

R2025-135 Resolution Authorizing Annexation Agreement with McLeod Properties, LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Morthland, Interim City Manager, gave an overview of the Resolution.

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

R2025-136 Resolution Authorizing Purchase of Tyler Technologies Enterprise ERP Time and Attendance Software, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Jim Edwards, Director of IT, gave an overview of the Resolution.

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

R2025-137 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc. for the Oakland and Grand Area Sewer Separation Project – Basin 5 & 6 Storm Sewer, City Project 2021-01, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Morthland, Interim City Manager, gave an overview of the Resolution.

Mr. Matt Newell, Public Works Director, answered questions from Council members regarding the contract.

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

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

- Item A. 2025-06 Ordinance Amending City Code Chapter 50 Licenses
- Item B. 2025-07 Ordinance Amending City Code Chapter 50.1 Transient Merchants
- Item C. 2025-08 Ordinance Amending City Code Chapter 52.1 Place of Amusement
- Item D. 2025-09 Ordinance Amending City Code Chapter 53 Ambulance Service
- Item E. 2025-10 Ordinance Amending City Code Chapter 54 Amusement Devices
- Item F. 2025-11 Ordinance Amending City Code Chapter 54.1 Video Gaming License
- Item G. 2025-12 Ordinance Amending City Code Chapter 55.1 Mobile Food Units, Temporary Vendor Stands and Food and Beverage Carts
- Item H. 2025-13 Ordinance Amending City Code Chapter 57 House Moving
- Item I. 2025-14 Ordinance Amending City Code Chapter 58 Secondhand Stores, Auction Houses and Rummage Rooms
- Item J. 2025-15 Ordinance Amending City Code Chapter 59 Sign Hangers
- Item K. 2025-16 Ordinance Amending City Code Chapter 62 Raffles
- Item L. 2025-17 Ordinance Amending City Code Chapter 63 Mobile Home Parks

Item M. 2025-18 Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur
Item N. 2025-19 Ordinance Amending City Code Chapter 66.1 Regulation of Lake Decatur Boating
Item O. 2025-20 Ordinance Amending City Code Chapter 66.2 Regulation of Lake Decatur Docks
Item P. R2025-138 Resolution Accepting the Bid Price of S&R Marine and Equipment Inc., for the Purchase of One (1) SeaArk Patrol Boat, Trailer and Accessories
Item Q. R2025-139 Resolution Accepting the Bid Price of AHW LLC for the Purchase of One (1) 2025 John Deere 1570 Mower
Item R. 2025-21 Ordinance Annexing Territory –3444 North Taylor Avenue
Item S. R2025-140 Resolution Authorizing an Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement
Item T. 2025-22 Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any other Method within a Certain Area in the City of Decatur
Item U. R2025-141 Resolution Authorizing the Execution of a Highway Authority Agreement Between the City of Decatur and Crossing Healthcare

Councilwoman Gregory moved Items A. through U. be approved by Omnibus Vote; seconded by Councilman Culp, and on call of the roll, Council members Lisa Gregory, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper 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 acknowledged the Fire Department and reminded citizens about space heater safety. Councilman Horn inquired about holding study sessions on the garbage ordinance and emergency medical care or having them as discussion items on an upcoming agenda.

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

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 5:56 p.m.

Approved _____
Kim Althoff
City Clerk

**ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM
Memo No. 25-04**

DATE: March 3, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Cordaryl Patrick, Director of Economic and Community Development
Richelle Dunbar, Asst. Dir. of Economic and Community Development

SUBJECT: Resolution Designating Honorary Street name in honor of the late Bishop Thomas Cooper

RECOMMENDATION: Staff recommends approval of the attached resolution designating the corner of Macon St. and Haworth St. in honor of Bishop Thomas Cooper.

BACKGROUND: Ms. Virginia Cooper submitted an application to have the late Bishop Thomas Cooper honored with an Honorary Street designation at the corner of Macon St. & Haworth St.

The late Bishop Thomas Cooper was the founder of the Church of the Living God, PGT, #2. He pastored for over 40 years, retiring in 2013. He participated in the NAACP, the Ministerial Alliance, and MLK Day parade. He spent countless hours working to feed the hungry, providing clothing to the needy and helping many with financial assistance.

A committee comprised of one member from the Decatur City Council, city staff, the Decatur Police Department, a neighborhood organization and the community at large, recommended approval of the designation.

STAFF REFERENCE: Additional questions can be forwarded to Richelle Dunbar at (217) 424-2864 or e-mail: rdunbar@decaturil.gov.

BUDGET & TIME IMPLICATIONS: None

RESOLUTION NO. 2025-_____

**RESOLUTION DESIGNATING HONORARY STREET SIGN IN HONOR OF
THE LATE BISHOP THOMAS COOPER**

WHEREAS, that on August 17, 2009, the City Council approved an Honorary Street Sign Program for the City of Decatur; and

WHEREAS an Honorary Street designation shall be limited to individuals, organizations, entities and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City; and

WHEREAS the committee finds that Bishop Cooper meets the criteria set forth in the ordinance.

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

Section 1. That the City Council hereby designates the corner of 500 block of Haworth and Macon St. in honor of the late Bishop Thomas Cooper for a period not to exceed ten (10) years from the date of this resolution.

Section 2. That the cost shall be paid by the applicant prior to and as a condition of production and installation of the Honorary Street Sign.

Section 3. That the City shall have the right to remove an Honorary Street Sign at its discretion.

PRESENTED AND ADOPTED this _____ day of _____, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**CITY OF DECATUR ECONOMIC & COMMUNITY
DEVELOPMENT DEPARTMENT, DECATUR,
ILLINOIS**

APPLICANT INFORMATION:

Applicant's Name: Virginia A. Cooper

**Organization/Company: The Church of the
Living God, PGT #2**

Address: 1003 W. Macon, Decatur, IL. 62522

Telephone Number: (217) 423-6637

E-Mail Address: Ginn0621@sbcglobal.net

HONORARY STREET NAME REQUEST:

**Name of Honoree: Bishop Thomas Cooper (In
honor of the late Bishop Thomas Cooper)**

Location: 1000 Block of Macon Street, Decatur

Intersecting streets at each end of the one-block length: 1000 block of Macon intersecting Haworth Street and Oakland Street.

CRITERIA:

-CULTURAL IMPACT ON THE CITY:

Bishop Thomas Cooper helped establish churches in this community and was the founder of the Church of the Living God, PGT, #2, 2003 W. Macon Street and remained pastor for 44 years, retiring in 2013. During his life, he was active in this community and participated in the NAACP, the Ministerial Alliance, Voter's registration and MLK Day Parade.

Bishop Cooper worked along side many other ministers for various faiths and ethnic background in working together to meet the needs of the community. He was faithful to reaching out to everyone in the community

and very influential in the alliance when it came to actively speaking out to reaching the needs of all of the people in the community.

HISTORICAL IMPACT ON THE CITY:

Bishop Cooper lived in this community most of his entire life and loved this community. He wanted to see growth in the community and was always found encouraging and supporting young people. He was open to young people expanding their ideas and supported the church's block parties to bring the neighborhoods together right before school started. This gathering consisted of games, food, safety measures for upcoming school year, and Christian education and was designed to ensure children the church is and would be there for them.

He would go on to work with members to bring the Praise Dance Ministry, Puppet Ministry, and Drama Ministry to the church to involve and help young people work with issues in their lives that sometimes are not covered strictly from the pulpit. These ministries, along with the Sunday School Department, Training Union Ministry have grown and lasted over the past 40 years.

Bishop Cooper could reach children by always speaking with them and listening to him. Children were easily drawn to him and always felt comfortable around him. He was very healthy and could do many things, like jumping high, even at times upon the pews, and skating.

HUMANITARIAN IMPACT ON THE CITY:

Bishop Cooper was a man of integrity and a giver, spending countless hours working to feed the hungry, providing clothing to the needy and helping many with financial assistance to pay their bills.

SIGNIFICANT LINEAGE TO THE CITY:

Bishop Thomas Cooper moved to Decatur, IL at an early age and attended Mary W. French school and quickly became active by becoming a basketball player and moving into the role of captain of the team and leading scorer. He began a career as a construction worker at A.E. Staley Manufacturing Company and remained there until he retired after 36 years. He met and married Willie Faye Frazier in July 1949 and had three children. He would later become a charter member under the

leadership of Elder Fred Hollingshed and Lady Bessie Hollingshed. Through years of studying and hard work in the church, he would become a Deacon. He along with other charter members signed to purchase the land to build a new churching building at 333 South Broadway. He continued to work in various aspects of the church's growth to include being an usher, serving in the gospel chorus, chairman of the deacon's board, Sunday School teacher, and training union treasurer. He would later announce his call into the ministry and went on to graduate from the United Theological Seminary. He later became an Elder and in 1967 was assigned to start the Maywood Church of the Living God, where he traveled for 2 ½ years growing this ministry. In 1969, Bishop Cooper had a vision to start a new church in Decatur, which would become

the Church of the Living God, PGT #2, 1003 W. Macon Street.

At the National Assembly of the Church of the Living God, PGT in the Houston, Texas, in 1990 he was elevated to the office of Bishop. In October 2001, at the National Assembly in Fort Worth, Texas, he was appointed to serve as Diocese #3 President for Illinois, Indiana, Kansas, and Kentucky. He served as pastor of the Church of the Living God, PGT, Decatur #2 for 44 years.

GEOGRAPHIC LOCATION:

1000 Block of West Macon, Decatur, IL. (USA)

The intersecting streets are Haworth Street and Oakland Street.

SIGNATURE OF APPLICANT:

Virginia A. Cooper

DATE: 1-3-25 -

**ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM
Memo No. 25-03**

DATE: March 3, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Cordaryl Patrick, Director of Economic and Community Development
Richelle Dunbar, Asst. Dir. of Economic and Community Development

SUBJECT: Resolution Designating Honorary Street name in honor of the Dr. Thomas Walker

RECOMMENDATION: Staff recommends approval of the attached resolution designating the corner of N. Water St. and E. Cerro Gordo St. in honor of Dr. Thomas Walker.

BACKGROUND: Mr. Corey Walker submitted an application to have Dr. Thomas Walker honored with an Honorary Street designation at the corner of Water St. & Cerro Gordo St.

Dr. Thomas Walker is the owner and operator of Walker Funeral Home and Chapel, a longstanding African American business in Decatur, with additional locations in Champaign, Springfield and Peoria. As a local commercial and residential property owner, former car dealership owner and community leader, Dr. Walker has set precedent and inspired others to pursue entrepreneurship. He has also led initiatives that promote social justice, economic empowerment and community development. He also founded and is Senior Pastor of Main St. Church of the Living God.

A committee comprised of one member from the Decatur City Council, city staff, the Decatur Police Department, a neighborhood organization and the community at large, recommended approval of the designation.

STAFF REFERENCE: Additional questions can be forwarded to Richelle Dunbar at (217) 424-2864 or e-mail: rdunbar@decaturil.gov.

BUDGET & TIME IMPLICATIONS: None

RESOLUTION NO. 2025-_____

**RESOLUTION DESIGNATING HONORARY STREET NAME IN HONOR OF
DR. THOMAS WALKER**

WHEREAS, that on August 17, 2009, the City Council approved an Honorary Street Sign Program for the City of Decatur; and

WHEREAS an Honorary Street designation shall be limited to individuals, organizations, entities and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City; and

WHEREAS the committee finds that Dr. Walker meets the criteria set forth in the ordinance.

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

Section 1. That the City Council hereby designates the corner of N. Water St. & E. Cerro Gordo in honor of Dr. Thomas Walker for a period not to exceed ten (10) years from the date of this resolution.

Section 2. That the cost shall be paid by the applicant prior to and as a condition of production and installation of the Honorary Street Sign.

Section 3. That the City shall have the right to remove an Honorary Street Sign at its discretion.

PRESENTED AND ADOPTED this _____ day of _____, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



Honorary Street Designation Application

As a means to honor individuals, organizations, entities and events that have had a significant lineage to the City or a significant cultural, historical, or humanitarian impact on the community, the City of Decatur shall establish an Honorary Street Naming Sign program as described below. All honorary street name signs shall comply with the guidelines of this program and honorary street name signs shall not have the effect of changing platted street names or official addresses.

1. Policy:

- Criteria required for an honorary street name designation:
 - Honorary street name designations should be limited to individuals, organizations, entities, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City as determined by the Decatur City Council.
 - An honoree must have a geographical relationship to the requested sign location, having either lived or worked or performed other actions or activities in the area deemed to have been important to the City of Decatur.
 - Applicants shall be required to submit an application form to the City of Decatur's Economic & Community Development providing details as to the proposed honoree's lineage or cultural, historical or humanitarian impact on the city and an explanation of the honoree's relationship to the requested honorary street sign location as part of the application process. Individual letters of support are encouraged and should be attached to the application.
 - Applications shall be reviewed by a five (5) member panel consisting of one (1) member of the Decatur City Council, one (1) member from the Economic & Community Development Department, one (1) member from an authorized city neighborhood organization, one (1) member from the Decatur Police Department and one (1) member appointed from the community at large. Applications will be forwarded to the Mayor and Decatur City Council and scheduled for a vote **only upon an affirmative panel recommendation or if a majority of the Decatur City Council calls for it.**
The request will be considered "denied" upon a negative panel recommendation or if the majority of the Decatur City Council does not call for an application to be brought forward within 30 days of said panel recommendation being issued.
 - Current city employees are not eligible for an honorary street naming designation.
 - The City shall cause letters to be sent to residents and/or businesses in the vicinity of the proposed honorary designation in advance notifying them that an honorary

designation has been proposed for their area and that they should continue using the regular street name in all correspondence. The letters would also encourage said residents and/or business owners to contact the city with questions.

- The Decatur City Council will designate a maximum of five (5) honorary streets per year. If there is a street, or portion of a street (except intersecting streets), that has been designated with an honorary street name, no other such name shall be given to the street or section of street. The city shall also have the ultimate authority to determine how many signs shall be placed in an area and how much of the street will be designated with an honorary name.
- Applicant shall be responsible for paying the fee for the production and installation of the sign in the event that the City Council does vote in favor of the designation. The cost is estimated to be about \$250 per sign.

2. Required Submittals:

- This application form must be completed in its entirety and submitted to:
City of Decatur
Economic & Community Development Department
Decatur, IL 62523

3. Applicant Information:

Applicant's Name: Corey Walker
Organization/Company: Walker's enterprise
Street Address: 269 W Eldorado St
Telephone Number: (773) 399-9698
E-mail Address: walkersenterprise@gmail.com

4. Honorary Street Name Request:

Name of Honoree: Dr. Thomas Walker
Location: Near 566 N Water St, Decatur, IL 62523

Intersecting streets at each end of the one-block length:

A street near Walker funeral home and Chapel: 566 N Water St, Decatur, IL 62523
or Martin Luther King, Jr. Street: S Martin Luther King Jr Dr, Decatur, IL

5. Criteria:

Please provide a detailed explanation of the criteria that applies to the honoree (Feel free to attach additional sheets if necessary).

- Cultural Impact on the City:

Dr. Thomas Walker has had a profound cultural impact on Decatur, Illinois, through his lifelong contributions to the community. As the owner and operator of Walker Funeral Home and Chapel, the longest running african-American business in Decatur's history, he has provided essential services to generations of families. His work has not only supported the African-American community but has also fostered unity and trust across the entire city.

Additionally, Dr. Walker's cultural influence is evident in his role as a trailblazer for African-American business ownership. He became the first African-American owner of a new car delaership, specifically a Lincoln Mercury store, setting a precedent and inspiring others to pursue entrepreneurship and leadership in Decatur

- Historical Impact on the City:

Dr. Walker's legacy is deeply tied to the history of Decatur. His funeral home has been a cornerstone of the community for decades, offering comfort and care to families during their most difficult times. This historic business reflects not only his success but also the perseverance and dedication of African-American leaders during times of social and economic challenges.

His impact extends beyond business; Dr. Walker is also directly responsible for the renaming of Broadway Street to Dr. Martin Luther King, Jr. Street. This significant accomplishment honored the legacy of Dr. King and brought Decatur's values of equality and justice to the forefront. His leadership in this effort has left a lasting historical mark on the city.

- Humanitarian Impact on the City:

Dr. Walker's humanitarian contributions to Decatur are immeasurable. Through his role as a pastor and a community leader. He has consistently provided spiritual guidance, support and advocacy for residents. The services offered by Walker Funeral Home and Chapel reflect his compassion and commitment to helping others during times of loss.

He has also led initiatives that promote social justice, economic empowerment, and community development. His ability to bridge gaps between different communities and advocacy for meaningful change demonstrates his enduring commitment to improving Decatur for all its residents

- Significant Lineage to the City:

Dr. Thomas Walker's life and work are rooted in Decatur, Illinois. His family's business, Walker Funeral Home and Chapel, represents not only a personal legacy but also a generational commitment to the city. For decades, he has served as a leader, mentor, and role model for the community.

His groundbreaking achievement as the first African-American owner of a Lincoln Mercury dealership further underscores his deep connection to Decatur, paving the way for future generations of African-American entrepreneurs.

6. Geographic Location:

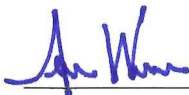
Please provide a detailed explanation of the relationship between the requested honorary street location and the honoree's impact on the City.

The honorary street naming should reflect Dr. Walker's profound impact on the city. A street near Walker Funeral Home and Chapel or Dr. Martin Luther King, Jr. Street would be particularly meaningful, as these locations symbolize his life's work and leadership.

* Walker Funeral Home and Chapel has been a pillar of Decatur for decades, serving in proximity to this location would honor Dr. Walker's legacy and contributions.

* Given Dr. Walker's instrumental role in renaming Broadway Street to Dr. Martin Luther King, Jr. Street, this connection makes a street near MLK street even more fitting tribute to his efforts and achievements.

Signature of Applicant:



Signature

12/18/2024

Date



Date: December 26, 2024

City of Decatur
Office of the Mayor and City Council
1 Gary K Anderson Plaza
Decatur, IL

****Subject: Letter of Support for Renaming Water Street in Honor of Dr. Thomas Walker****

Dear Honorable Mayor and Members of the City Council,

On behalf of the Greater Decatur Black Chamber of Commerce, I am writing to express our full support for the proposal to rename Water Street in honor of Dr. Thomas Walker. This initiative pays tribute to a man whose lifetime of service and leadership has left an enduring legacy in Decatur.

Dr. Walker's contributions to our community are unparalleled. Among his many achievements, he played a pivotal role in the renaming of a major street in Decatur to Martin Luther King Jr. Drive, a milestone that reinforced the city's commitment to civil rights and equality. His work in advancing community development for African Americans and promoting local business opportunities transformed lives and created lasting economic growth.

Dr. Walker's unwavering dedication to civil rights advocacy and community engagement set an example for us all. Renaming Water Street in his honor would not only commemorate his life's work but also inspire future generations to continue his legacy of justice, equity, and empowerment.

The Greater Decatur Black Chamber of Commerce strongly urges the City Council to act swiftly on this important proposal. Dr. Walker's name deserves a prominent place in our city's history, and Water Street is a fitting location to honor his immeasurable contributions.

We stand ready to support this effort in any way necessary and appreciate your consideration of this meaningful tribute. Should you require further information or assistance, please do not hesitate to contact our office.

Sincerely,
Tamarra L. Fuller
President
Greater Decatur Black Chamber of Commerce
Greaterdbcc@gmail.com
269 W Eldorado Street Decatur, IL 62522



Overseer Jefferson Smith, Pastor
Church of the Living God P.G.T Temple #2
1003 West Macon St.
Decatur, IL 62526

Friday, December 20, 2024

Decatur City Council
Decatur City Hall
1 Gary K. Anderson Plaza
Decatur, IL 62523

Mayor, Julie Wolfe

City Manager, Tim Gleason

Members of the Decatur City Council

I am writing in support of naming a street in our great city of Decatur in honor of Dr. Thomas Earl Walker. This tribute would be a well-deserved recognition of his lifelong commitment to our community as a spiritual leader, business owner, and pillar of service.

Dr. Walker has made a profound impact in Decatur through his tireless work in both the religious and business sectors. As a respected pastor, he has touched the lives of countless individuals, offering guidance, support, and a strong moral foundation to our city. His leadership and unwavering faith have inspired generations, fostering unity and hope in our community.

In addition to his spiritual contributions, Overseer Walker has demonstrated remarkable entrepreneurial spirit through multiple successful businesses. His ventures have not only contributed to the local economy but also provided employment opportunities for many in Decatur. What makes his achievements even more remarkable is that these outstanding qualities are now being modeled by his children, ensuring that his legacy of hard work, integrity, and dedication to our community continues for generations to come.

What truly sets Dr. Walker apart is his dedication to service. He has consistently worked to address the needs of the underprivileged, organized countless outreach youth programs, and served as a beacon of hope and resilience. His selflessness and deep care for our community make him a role model to all who know him.

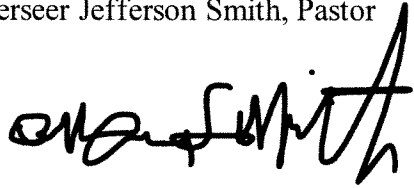
Naming a street after Dr. Thomas Earl Walker would be a fitting tribute to his legacy and an acknowledgment of his lasting impact on Decatur for the past four decades. It would not only honor him but also inspire future generations to follow in his footsteps of leadership, compassion, and service to others.

I hope you will consider this heartfelt request and take the necessary steps to ensure that Dr. Thomas Earl Walker's incredible legacy is permanently honored in our city.

Thank you for your time and consideration. I look forward to your support in recognizing such a deserving community leader, father, and friend.

Sincerely,

Overseer Jefferson Smith, Pastor

A handwritten signature in black ink, appearing to read "Jefferson Smith", written in a cursive style.



YOUTH WITH A POSITIVE DIRECTION

2000 N Main St., Decatur, IL 62526

ywapd2000@gmail.com

December 30, 2024

Decatur City of Decatur officials,

On behalf of Youth with a Positive Direction, we are writing to advocate for the honor of naming a street after Thomas Walker, a remarkable individual who has significantly impacted our community and embodies the spirit of dedication and service.

Thomas Walker, a proud graduate of Decatur Eisenhower High School, has been a pillar of our community for over 30 years. Rather than seeking opportunities elsewhere, he has devoted his life to uplifting our local area through his unwavering commitment to business entrepreneurship and youth engagement. As the founder of organizations such as Main Street and Churches Living in God, as well as Youth with a Positive Direction, Thomas has actively worked to address issues of violence, trauma resilience, and restorative justice.

His tireless efforts have led to the development and implementation of programs that assist at-risk youth, focusing on violence prevention, intervention, and support for those affected by various challenges, including cancer and HIV awareness. Under his leadership, our initiatives have maintained good standing with both the state of Illinois and federal funding agencies, allowing us to continue providing essential services to our community.

Moreover, Thomas has consistently demonstrated his commitment by investing his own resources into these endeavors, ensuring that our programs remain effective and impactful. His collaboration with local schools and other ministerial alliances further exemplifies his dedication to making Decatur a better place for all residents, particularly our youth.

In light of his exceptional contributions and the positive change he has fostered in our community, we firmly believe that naming a street in honor of Thomas Walker would be a fitting tribute to his legacy. It would not only recognize his hard work and dedication but also inspire future generations to contribute to the betterment of our society.

We respectfully urge you to consider this proposal and honor Thomas Walker with a street name that reflects his commitment to our community. Thank you for your attention to this matter, and we look forward to your positive response.

Sincerely,

JaLynn Reid
Managing Director
Youth with a Positive Direction
217-330-4129



PERFECTED PRAYZE MINISTRIES

1414 West Grove Rd Decatur Illinois 62521

Tele: 608-718-2648

To whom it may concern::

I am Pastor Deloyde Sanders of Perfected Prayze Ministries located at 1414 West Grove rd. Decatur Illinois.

I am writing this letter to confirm that Perfected Prayze Ministries have been blessed in knowing Overseer Thomas Walker.

He is a man of integrity, Love, and humility. He has done many wonderful things in Decatur Illinois from feeding the hungry to serving the community. He is someone that works tirelessly to help the community, the image of the community and the focus of the community. He is community minded and driven by the Lord.

In my humble opinion Decatur would be blessed to name a street after Overseer Thomas Walker.

Please do not hesitate to call, if you have any questions
You can contact me for anymore questions

Pastor Deloyde Sanders

608-718-2648

PASTOR DELOYDE & 1ST LADY GLORIA SANDERS
PASTOR AND FOUNDER

City of Praise

1415 N Edward St.~ Decatur, IL 62521~
Phn:217-428-8988~Email:Cityofpraise_2013@yahoo.com

F. TODD MCCLELLAND PASTOR/CEO

December 29, 2024

To Whom It May Concern:

Dr. Thomas Walker is one of Decatur's most influential religious leaders, known for decades as one who supports community efforts. He has laid the foundation in the Decatur community with a high standard of excellence.

His support, mentorship and guidance of City of Praise Church in early years of ministry, helped to establish a strong foundation in business, which has sustained us for over 21 years.

His stability, integrity and exceptional character has demonstrated the qualities necessary to become a recipient of this deserving honor.

Because of these accolades, we are in support of the proposed street naming of Dr. Thomas Walker.

F. Todd McClelland

Lead Pastor

The City of Praise Church

† "Reaching One By One, Family By Family" †

**Council Memo
Legal Department
No. 2025-1**

DATE: February 13, 2025

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT:
Amendments to Chapter 52 – Alcoholic Liquor

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 52, Sections 4 and 10 allowing for an additional liquor license classification for private event establishments.

BACKGROUND: Staff received requests for allowance of a license for private event establishment, such as wedding venues, which do not qualify for temporary permit due to their non-association with a non-profit organization.

RECOMMENDATION: Staff recommends the suggested amendments to Chapter 52, Sections 4, and 10.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:
Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 52 –
- ALCOHOLIC LIQUOR –**

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

Section 1. That Sections 4 and 10 of Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same are hereby modified and amended by adding new Class N-2 thereto, so that Sections 4 and 10 as so modified and amended, shall provide as follows:

4. LICENSE CLASSIFICATIONS. Classes of local liquor licenses are hereby established and are hereby authorized as follows:

...**Class N-1**, under which alcoholic liquor may be sold to the general public for consumption on the licensed premises only during scheduled public performances or events. Class N-1 licenses shall be valid for up to fifteen (15) events per year, each event lasting no longer than three (3) consecutive days. A Class N-1 license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Issuance of Class N-1 licenses shall be limited to three (3).

Class N-2, under which alcoholic liquor may be sold to attendees of private events, such as private parties, weddings, or other similar private events which are not open to the general public, for consumption on the licensed premises only during the scheduled private events. A Class N-2 shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Issuance of Class N-2 licenses shall be limited to three (3).

10. NUMBER OF LICENSES. ...Issuance of Class M, Class N-1, and Class N-2 licenses is limited to three (3) for each Class.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of March, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

4. LICENSE CLASSIFICATIONS. Classes of local liquor licenses are hereby established and are hereby authorized as follows: ...

Class N-1, under which alcoholic liquor may be sold to the general public for consumption on the licensed premises only during scheduled public performances or events. Class N-1 licenses shall be valid for up to fifteen (15) events per year, each event lasting no longer than three (3) consecutive days. A Class N-1 license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Issuance of Class N-1 licenses shall be limited to three (3).

Class N-2, under which alcoholic liquor may be sold to attendees of private events, such as private parties, weddings, or other similar private events which are not open to the general public, for consumption on the licensed premises only during the scheduled private events. A Class N-2 shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Issuance of Class N-2 licenses shall be limited to three (3).

10. NUMBER OF LICENSES. The issuance of a maximum number of Class A licenses is limited to thirty-seven (37) and the issuance of a maximum number of Class B licenses is limited to fifty-two (52). There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J or Class K licenses. Issuance of Class H licenses is limited to 1. Issuance of Class M, ~~and Class N-1, and Class N-2~~ licenses is limited to three (3) for each Class.

**Council Memo
Legal Department
No. 2025-3**

DATE: February 26, 2025

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT:
Amendments to Chapter 52.4 – Massage Establishments

SUMMARY RECOMMENDATION: Staff requests that Council adopt Chapter 52.4 requiring massage establishments be licensed with the City.

BACKGROUND: Staff is proposing Council adopt an ordinance requiring massage establishments be licensed by the City with eligibility requirements, including inspections by police, fire and code enforcement to ensure safety and compliance, standards for sanitation and operation, and guidelines for employees among other requirements. The proposed amendment includes exceptions to operating without a license for medical facilities, athletic programs, licensed cosmetologists, educational institutions and State licensed home-based massage service providers.

RECOMMENDATION: Staff recommends Chapter 52.4 be adopted.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:
Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

**ORDINANCE ADOPTING CITY CODE
- CHAPTER 52.4 –
- MESSAGE ESTABLISHMENTS –**

WHEREAS, the City of Decatur is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, it is in the best interest of the City of Decatur to establish a license and requirements for massage parlors; and

WHEREAS, it is in the best interest of the City of Decatur to adopt Chapter 52.4 as provided for herein.

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

Section 1. That Chapter 52.4 of the City Code of the City of Decatur, Illinois, be, and the same is hereby adopted, so that Chapter 52.4 as so adopted, shall provide as follows:

**-CHAPTER 52.4-
MESSAGE ESTABLISHMENTS**

1. DEFINITIONS.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) Advertise or advertising material. The issuance of any card, sign, or device to any person; the causing, permitting, or allowing of any sign or marking on or in any building, vehicle, or other structure; or any printed, audio, or video material published in or

- broadcast by any newspaper, magazine, television, radio, internet, internet streaming device, blog, chat room, website, or social media.
- (b) Applicant. Any person that applies for a massage establishment license.
 - (c) Bodywork or bodywork services. Any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or similar preparations, for compensation. The definition of bodywork or bodywork services for the purposes of this article is intentionally not the same and is broader than the definition of massage in this article, and is intended to cover massage, bodywork services provided by bodywork practitioners, and other similar services that fit the general definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this article.
 - (d) Bodywork practitioner or bodywork provider. Any person who provides bodywork services, including massage therapists.
 - (e) Employee. Any and all persons other than massage therapists, who render any service to the licensee, who receive compensation directly from the licensee, and who have no physical contact with customers and clients.
 - (f) Health officer. Health officer shall mean the Director of the Macon County Department of Health or his/her authorized representative.
 - (g) Licensee. An applicant who has received a license from the city to operate a massage establishment.

- (h) **Massage.** Massage for the purposes of this article is intended to cover massage and bodywork services provided by massage therapists, bodywork practitioners, and other similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this article.
- (i) **Massage establishment.** Except as otherwise provided in this article, any establishment having a fixed place of business within the city that advertises or offers massage services, or where any person for any consideration whatsoever engages in the practice of massage, or carries on, or permits to be engaged or carries on any massage services as defined in this article.
- (j) **Massage, massage services, or massage therapy.** Any system of structured palpitation or movement of the soft tissue of the body, including, but not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, tapping, pounding, friction, vibration, compression, touching, stimulating, and stretching the external parts of the body with or without the aid of lubricants, rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, salt or herbal preparations, hydromassage, thermal massage, a massage device that mimics or enhances the actions typically performed by human hands, or any other similar preparations commonly used in this practice.
- (k) **Massage therapist.** Any person who, for any consideration whatsoever, engages in the practice of massage as defined in this article, and who holds a valid license from the Illinois Department of Finance and Professional Regulation, or possesses written documentation of exemption from licensing or certification under the Illinois Massage Licensing Act (225 ILCS 57/1 et seq.) to perform massage services. For the purposes of

this article, “massage therapist” shall include practitioners of Asian bodywork approaches and other similar practitioners exempt from licensing under the Illinois Massage Licensing Act (225 ILCS 57/25).

- (l) Person. Any individual, partnership, firm, association, limited liability company, joint venture, joint stock company, corporation or combination thereof in whatever form or character.
- (m) Sexual or genital area. The male or female genitals, pubic area, buttocks, anus or perineum of any person, or the vulva or breasts of a female.

2. LICENSE REQUIRED.

It shall be unlawful for any person to advertise, offer, engage in, conduct or carry on, or to permit to be advertised, offered, engaged in, conducted or carried on, in or upon any premises in the city, the operation of a massage establishment as herein defined, without first having obtained a license from the city pursuant to the provisions of this article, with the exception of the following:

- (a) Hospitals, nursing homes, medical facilities, or offices at which physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists, physical therapists, or other health care workers duly licensed by the State of Illinois to provide, on an ongoing basis, professional health services to individuals including, but not limited to, services permitted by the Illinois Occupational Therapy Practices Act (335 ILCS 75/1 et seq.), the Illinois Physical Therapy Act (225 ILCS 90/1 et seq.), or the Illinois Naprapathic Practices Act (225 ILCS 63/1 et seq.);
- (b) Athletic trainers for any athletic program of a private or public school, college, or any athletic team regularly organized or engaging in competition;

- (c) Barbers, estheticians, and cosmetologists who are duly licensed by the State of Illinois, and who only provide massage services of the neck, back, face, scalp, hair, hands, and feet of a patron who is fully clothed;
- (d) Any school or educational institution licensed to do business as a school or educational institution in the State of Illinois, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board for Therapeutic Massage and Bodywork, or the Federation of State Massage Therapy Boards, and which has for its purpose or offers courses in the teaching of the theory, method, profession, or work of bodywork or massage, including clinical externships, practicums or community services;
- (e) Home-based massage services provided by a person who is duly licensed by the State of Illinois, provided that such person is otherwise in compliance with the city code pertaining to home occupations; and
- (f) Massage services offered or conducted by a licensed massage establishment, and which are performed at a location other than a massage establishment, provided that such massage services are performed in accordance with this article.

3. FILING OF APPLICATION AND FEE PROVISION.

- (a) Every applicant for a license to maintain, operate, or conduct a massage establishment shall file an application with the City Clerk as provided herein and pay a non-refundable fee of \$25.00. The application shall be in the form provided by the City Clerk or his/her designee.
- (b) The City Clerk shall forward copies of an application for a massage establishment license to the Chief of the Decatur Police Department, the Department of Public Works, and the

Decatur Fire Department. The Decatur Police Department, the Department of Public Works, and the Decatur Fire Department may inspect the premises proposed to be operated as a massage establishment and make written recommendations concerning compliance with the codes, laws, regulations, and ordinances that each respective department administers. The City Manager shall thereafter review the application and make the final determination whether to grant or deny the application for a license under this article and shall also provide a copy of the recommendation to the City Clerk.

- (c) The City Manager shall determine whether to grant, deny or hold an application for further investigation, and the City Clerk shall notify the applicant that his or her application is granted, denied, or held for further investigation by the City Manager. Upon the conclusion of such additional investigation, if necessary, the City Manager shall determine whether to grant or deny, and the City Clerk shall advise the applicant in writing whether the application is granted or denied by the City Manager.

4. APPLICATION FOR MESSAGE ESTABLISHMENT.

- (a) The application for a license to operate a massage establishment shall set forth the exact nature of the massage services to be administered, and the proposed place of business and facilities, therefore.
- (b) The application for a license shall contain the following information:
 - (1) The applicant's name, current address, telephone number, and date of birth.
 - (2) The name, address, and date of birth of all employees, massage therapists, managers, and persons with supervisory authority that have been or are intended to be employed by the applicant or provide massage services.

- (3) Whether the applicant has had any license denied, revoked or suspended in the City of Decatur, State of Illinois, or any other state or municipality for a massage establishment, and the reasons therefor.
- (4) Whether the applicant, or any employee, massage therapist, manager, or person with supervisory authority has had any criminal or municipal ordinance violation convictions, forfeiture of bond, and pleadings of nolo contendere on all charges, except minor traffic violations, within the last five years.
- (5) Authorization for the City of Decatur to conduct a background check and take fingerprints on the applicant, and any manager or person with supervisory authority.
- (6) A copy of the State of Illinois issued massage license for each massage therapist that has been or is intended to be employed by the applicant to provide massage services, or a copy of the certification or other written documentation or proof of exemption for licensing as required by the Massage Licensing Act (225 ILCS 57/25).
- (7) A drawing or floor plan of the premises designating each room by its purpose or the activity that will take place in each room.
- (8) If the premises are leased:
 - a. A copy of the lease, and any subleases, assignments or acceptances in effect at the time of application;
 - b. The name, address and telephone number of the legal owner of the premises;
 - c. If the legal owner is not an individual, the name, address and telephone number of a representative or agent authorized to act on behalf of the legal owner; and
 - d. If the premises are managed or supervised by someone other than the legal

- (9) If the applicant is a business:
- a. The type of business or entity (i.e., sole proprietorship, corporation, limited liability company, partnership, etc.);
 - b. The name of the business or entity, and all assumed names under which the business or entity is conducted; and
 - c. The names, addresses, telephone numbers, and dates of birth of all persons with management and supervisory authority of the business or entity.
- (10) The information requested in (b)(1), (3), (4) and (5) shall also include information for the following persons:
- a. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual.
 - b. If the applicant is a partnership, the information sought to be provided shall be for each general and limited partner, for each individual who is a general partner of such general or limited partnership, and for each individual who owns more than 5% of such limited partnership.
 - c. If the applicant is a joint venture, the information sought to be provided shall be for each joint venturer and each individual who owns more than 5% of such joint venture.
 - d. If the applicant is a corporation, the information sought to be provided shall be for each officer and director, and if the corporation's stock is publicly traded, each shareholder owning more than 5% of the outstanding stock in said corporation.

- e. If the applicant is a limited liability company, the information sought to be provided shall be for each manager and member owning or holding more than 5% membership interest.
- (c) If a change in any information required under this section occurs at any time during a license period, the licensee shall file a written statement with the City Clerk indicating the nature and effective date of the change. The change in information statement shall be filed no later than ten days after the change(s) take effect.

5. ISSUANCE OF LICENSE FOR MASSAGE ESTABLISHMENT.

- (a) Upon receipt of the City Manager's determination as referred to in this article, the City Clerk shall issue a license to maintain, operate or conduct a massage establishment, unless the City Manager finds:
 - (1) That the operation of the massage establishment, as proposed by the applicant, would not comply with all applicable laws, including, but not limited to, the City Code of Decatur and the Zoning Ordinance of the City of Decatur; or
 - (2) That the applicant and any other person who will be directly or indirectly engaged in the management and operation of a massage establishment has been convicted of or pled guilty to:
 - a. A felony;
 - b. An offense involving sexual misconduct with children; or
 - c. Prostitution, soliciting for a prostitute, keeping a place of prostitution, pimping, or other similar offense opposed to decency and morality; or
 - (3) That the applicant has failed or refused to give information relevant to the investigation of the application, submitted false, misleading or incomplete

information, or has refused to submit to or cooperate with any inspection required by this article; or

- (4) That the operation of the massage establishment, as proposed by the applicant, would violate the provisions of this article; or
- (5) That the granting of the license would not be in the best interests of the City and the reason(s) therefore.

(b) The City Manager, at his/her discretion, may issue a license to any person convicted of or who has pled guilty to any felony, if the City Manager finds that such conviction occurred at least five years prior to the date of application, the applicant has had no subsequent convictions, and the applicant has shown evidence of rehabilitation sufficient to warrant the public trust.

(c) Every massage establishment license issued pursuant to this article shall expire on March 31 of each year, unless sooner suspended or revoked in accordance with this Chapter.

6. FACILITIES NECESSARY.

(a) No massage establishment shall be issued a license, nor be operated, established or maintained within the city, unless said establishment complies with each of the following minimum requirements:

- (1) Construction of room used for toilets, tubs, steam baths and showers shall be made waterproof with approved waterproof materials and shall be installed in accordance with the City Code of Decatur.
- (2) All massage tables, bathtubs, shower stalls, steam or bath areas, lavatories, and floors shall have surfaces which may be readily disinfected.

- (3) Adequate bathing, dressing, locker, and toilet facilities shall be provided for patrons to be served at any given time. In the event male and female patrons are to be served simultaneously, separate bathing, dressing, locker, toilet, and massage room facilities shall be provided. Separate toilet and lavatory facilities shall be maintained for personnel.
- (4) The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron.
- (5) Closed cabinets shall be provided and used for the storage of clean linen, towels, and other materials used in connection with administering massages. All soiled linens, towels, and other materials shall be kept in property covered containers or cabinets, which shall be kept separate from the clean storage areas.
- (6) Toilet facilities shall be provided within the massage establishment in convenient locations. When five or more employees and patrons of different genders are on the premises at the same time, separate toilet facilities shall be provided. A single water closet per gender shall be provided for each 20 or more employees or patrons of that gender on the premises at any one time. Urinals may be substituted for water closets after one water closet has been provided. Toilet facilities shall be designated as to the gender accommodated therein.
- (7) Lavatories or washbasins shall provide both hot and cold running water and shall be installed in the toilet room. Lavatories or washbasins shall be provided with a soap dispenser and sanitary towels.
- (8) The premises shall be equipped with a service sink for custodial service.

7. OPERATING REQUIREMENTS.

- (a) Every portion of the massage establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.
- (b) Price rates for all services shall be prominently posted in the reception area in a location available to all patrons and prospective customers or provided to all patrons and prospective customers as a written price list.
- (c) All employees, managers, persons with supervisory authority, massage therapists, agents, and independent contractors shall wear clean, not-transparent outer garments, which cover the sexual and genital areas while on the licensed premises. Employees, massage therapists, agents, and independent contractors shall not disrobe, or offer or agree to disrobe, either wholly or partially while in the presence of any patron receiving massage services. A separate dressing room for each gender must be available on the premises with individual lockers for each employee and massage therapist. Doors to such dressing rooms shall open inward and shall be self-closing.
- (d) All massage establishments shall maintain clean, laundered sheets and towels in sufficient quantity, and shall be laundered after each use thereof and stored in a sanitary manner.
- (e) The sexual or genital area of patrons must be covered by towels, cloths, or undergarments when in the presence of an employee, manager, person with supervisory authority, massage therapist, agent, or independent contractor.
- (f) It shall be unlawful for any employee, manager, person with supervisory authority, massage therapist, agent, or independent contractor, to place his or her hand upon, to touch with any part of his or her body, to fondle in any manner, or to massage a sexual or genital area of any person while on the licensed premises.

- (g) No employee, manager, person with supervisory authority, massage therapist, agent or independent contractor shall perform, or offer or agree to perform any act which would require the touching of the patrons' sexual or genital area.
- (h) All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry.
- (i) Oils, creams, lotions, or other preparations used in administering massages shall be kept in clean, closed containers or cabinets.
- (j) No massage therapist shall administer a massage to a patron impaired by intoxicating liquor or drugs, nor shall any massage therapist administer a massage to a patron while impaired by intoxicating liquor or drugs.
- (k) No massage therapist shall administer a massage to a patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption, unless a physician or nurse practitioner duly licensed by the State of Illinois certifies in writing that such person may be safely massaged and prescribing the conditions thereof.
- (l) Each massage therapist shall wash his or her hands in hot running water, using a proper soap or disinfectant before administering a massage to each patron.
- (m) All licensees shall maintain, as a business record of the licensed massage establishment, a record of:
 - (1) The date and time of all massage services performed at the licensed premises;

- (2) The name of the massage therapist administering massage services; and
- (3) The amounts received for massage services.
- (4) The record of the date, time and service provided must be made before services are initiated, and the record of the amount received for services must be made at the time payment is rendered. All records shall be kept for a period of at least one year and shall be made available in a format that can be inspected at any reasonable time upon request by the City Manager or his designee.
- (n) The main entrance to the massage establishment where patrons and potential customers are greeted shall be clearly visible from the outside and shall have and maintain clear glass that is not painted over, darkened, or otherwise blocked by cloth or any other obstruction.
- (o) A sign shall be posted in a prominent location near the main entrance of the massage establishment identifying the establishment as a massage establishment and state the trade or business name as it appears on the massage establishment's license.
- (p) Prospective customers and patrons shall be provided with written notice which states the following:

“State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subject an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. Offers or requests to buy or purchase sexual services or acts shall be immediately reported to law enforcement.”
- (q) Written notice shall be posted in a conspicuous location accessible to all employees and massage therapists which states the following:

“State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subject an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. Offers or requests to buy or purchase sexual services or acts should be immediately reported to the City of Decatur Police Department by calling 911.”

- (r) The hours of operation for massage establishments shall be limited to the hours between 8:00 a.m. and 9:00 p.m.
- (s) There shall not be placed, published, or distributed any advertisement, picture, or statement in any manner or medium which is false, deceptive, or misleading in order to induce any person to purchase or utilize any massage services, or which reasonably appears to suggest or imply any sexual activity in connection with massage services.
- (t) No person shall reside or be allowed to remain overnight in the licensed premises; provided, however, that if the licensed premises contains living quarters that are properly zoned and authorized for such residential use above the massage establishment, the entrance to such living quarters shall be separate from the entrance to the massage establishment and shall not be accessible in any manner from the interior of the massage establishment.

8. ADVERTISING.

No massage establishment granted a license under provisions of this article shall place, publish or distribute or cause to be placed, published, or distributed any advertising material that depicts any portion of the human body that would reasonably suggest or imply to prospective customers that any sexual activity is available or will be performed in connection with massage services, or that employees, managers, persons with supervisory authority, or massage therapists

are dressed in any manner other than prescribed in this article, nor shall any massage establishment suggest or imply in the text of such advertising that any sexual activity is available or will be performed in connection with massage services.

9. INSPECTIONS.

The City of Decatur may make an inspection of each massage establishment granted a license under the provisions of this article for the purposes of determining whether the provisions of this article are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. As a condition of the issuance of a license under this article, the licensee consents to walk-through inspections by authorized city employees, without notice, at any time during business hours. It shall be unlawful for any licensee to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

10. TRANSFER OF LICENSE.

No license for the operation of a massage establishment issued pursuant to the provisions of this article shall be transferable; provided, however, that upon the death or incapacity of a licensee, the massage establishment may continue in business for a reasonable period of time, not to exceed 90 days, to allow for the approval of a new license.

11. DISPLAY OF LICENSE.

Every licensee shall display a valid license in a conspicuous place within the massage establishment so that the same may be readily seen by patrons or prospective customers entering the premises.

12. EMPLOYMENT OF MASSAGE THERAPISTS.

- (a) Massage establishments shall not employ or contract with any person as a massage therapist unless he or she holds a current, valid license issued by the Illinois Department of

Financial and Professional Regulation or written proof of exemption from said license, as required by the Massage Licensing Act (225 ILCS 87/1 et seq.) Upon receiving notice or constructive notice that a massage therapist has been disciplined or subject to investigation by the department, the licensee shall be responsible for obtaining information as to the status of said massage therapist's license.

- (b) Each massage establishment shall maintain a current list of all licensed massage therapists who perform massage services and proof of their current, valid license or written proof of exemption from said license as required by the Massage Licensing Act (225 ILCS 57/1 et seq.). The licensee shall allow inspection of such records at any reasonable time upon request by the city.
- (c) No student or non-licensed person, other than a person with written proof of exemption from licensure as required by the Massage Licensing Act (225 ILCS 57/1 et seq.) shall be allowed in a massage therapy room with a patron unless accompanied by a licensed massage therapist at all times.

13. REVOCATION OR SUSPENSION OF LICENSE FOR MASSAGE ESTABLISHMENT.

Any license issued for a massage establishment under this article may be revoked or suspended by the City Manager for good cause or where any provision of this article, this Code, or any law is violated by the licensee or any massage therapist, employee, manager, person with supervisory authority, agent, or independent contractor of the licensee while at the massage establishment. For purposes of license revocation or suspension, the licensee shall be strictly liable for such violations, regardless of actual or constructive knowledge of such violations. It shall also be cause for revocation or suspension that the licensee has made a false statement on an application for a license or renewal thereof under this article, or in any case where the licensee

refused to permit any duly authorized police officer, city inspector, or health inspector of Macon County to inspect the licensed premises or the operations therein. Such license may also be revoked or suspended by the City Manager after, upon the recommendations of a duly authorized police officer, city inspector, or health inspector, that such business is being managed, conducted, or maintained without regard for the public health or health of patrons or prospective customers, or without due regard to proper sanitation or hygiene.

14. RENEWAL OF LICENSE.

Any licensee may renew his or her license prior to the expiration thereof on March 31 of each year, provided that he or she is qualified to receive a license, and the massage establishment complies with all of the requirements in this article. Applications for renewal of license must be made in writing to the City Clerk not more than two months and not less than one month prior to expiration of an existing license and accompanied by the applicable license fee.

15. MAINTAINING PUBLIC NUISANCE.

Any building used, operated, or maintained as a massage establishment in violation of this article with the intentional, knowing, reckless or negligent permission of the owner, licensee, or person managing or supervising the building, together with all fixtures and other property used in violation of this article, are hereby declared to be a nuisance.

16. PENALTY.

Any person in violation of this section shall be subject to a fine of not less than \$250 nor more than \$500 per offense. Each day the violation continues shall be a separate offense. The city shall have the right to prohibit occupancy of any building being utilized in violation of this article.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of March, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2025.

**Council Memo
Legal Department
No. 2025-2**

DATE: February 13, 2025

TO: Honorable Mayor and City Council Members

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT:
Amendments to Chapter 54 – Amusement Devices

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 54, Sections 8, 9 and 10 prohibiting sweepstakes kiosks and renumbering the remaining sections.

BACKGROUND: Staff received information that local businesses are being approached by sweepstakes kiosks vendors. Sweepstakes kiosks allow the patron to play a game similar to a slot machine with the possibility of winning something of value. The kiosks purport to allow patrons to play the kiosk for free without requiring payment or purchase but based on prior investigations in other municipalities, they do not allow for free plays and require purchases or payments prior to allowing a patron to play. To avoid the possible proliferation of the kiosks in Decatur, staff is requesting that Council prohibit sweepstakes kiosks.

RECOMMENDATION: Staff recommends the suggested amendments to Chapter 54, Sections 8 and 9 and adding 10.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:
Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

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

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

Section 1. That Sections 8 and 9 of Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same are hereby modified and amended by adding a new Section 8 and renumbering 8 and 9 to 9 and 10, so that Sections 8, 9 and 10 as so modified and amended, shall provide as follows:

8. ELECTRONIC SWEEPSTAKES MACHINES PROHIBITED.

Sweepstakes means any game, advertising scheme or plan, or other promotion, which, with or without payment of any consideration, a person may enter to win or become eligible to receive any prize, the determination of which is based upon an element of chance.

It shall be unlawful for any person to operate, or place in operation, an electronic machine or device for the following purposes:

- (a) To conduct a sweepstakes through the use of an entertainment display, including the entry process or the reveal of a prize; or
- (b) To promote a sweepstakes that is conducted through the use of an entertainment display, including the entry process or the reveal of a prize.

Nothing contained in this section shall be construed as prohibiting duly licensed video gaming terminals.

9. REVOCATION. Any license granted under the provisions hereof...

10. PENALTY. Any person, firm or corporation who shall violate any provision of this Chapter...

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of March, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

- CHAPTER 54 – - AMUSEMENT DEVICES –

8. ELECTRONIC SWEEPSTAKES MACHINES PROHIBITED.

Sweepstakes means any game, advertising scheme or plan, or other promotion, which, with or without payment of any consideration, a person may enter to win or become eligible to receive any prize, the determination of which is based upon an element of chance.

It shall be unlawful for any person to operate, or place in operation, an electronic machine or device for the following purposes:

- (a) To conduct a sweepstakes through the use of an entertainment display, including the entry process or the reveal of a prize; or
- (b) To promote a sweepstakes that is conducted through the use of an entertainment display, including the entry process or the reveal of a prize.

Nothing contained in this section shall be construed as prohibiting duly licensed video gaming terminals.

9 8. REVOCATION. Any license granted under the provisions hereof...

10 9. PENALTY. Any person, firm or corporation who shall violate any provision of this Chapter...

**Council Memo
Public Works Department
No. 2025-21**

DATE: 3/3/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –3198 Kathy Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3198 Kathy Court 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. 2025-21 Ordinance Annexing Territory 3198 Kathy Court

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3198 KATHY COURT**

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 Veronica Garner, requesting that there be annexed to the City territory described as:

LOTS FIVE (5) AND SIX (6) OF LAKELAND HEIGHTS 7TH ADDITION, AS PER PLAT RECORDED IN BOOK 1832 PAGE 234 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-036

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 3rd day of March 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.) _____

Veronica Garner

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3198 Kathy Court, and legally described as follows:

LOTS FIVE (5) AND SIX (6) OF LAKELAND HEIGHTS 7TH ADDITION, AS PER PLAT RECORDED IN BOOK 1832 PAGE 234 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-036

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

Vh Veronica Garner 3198 Kathy Ct. Decatur, IL
62521

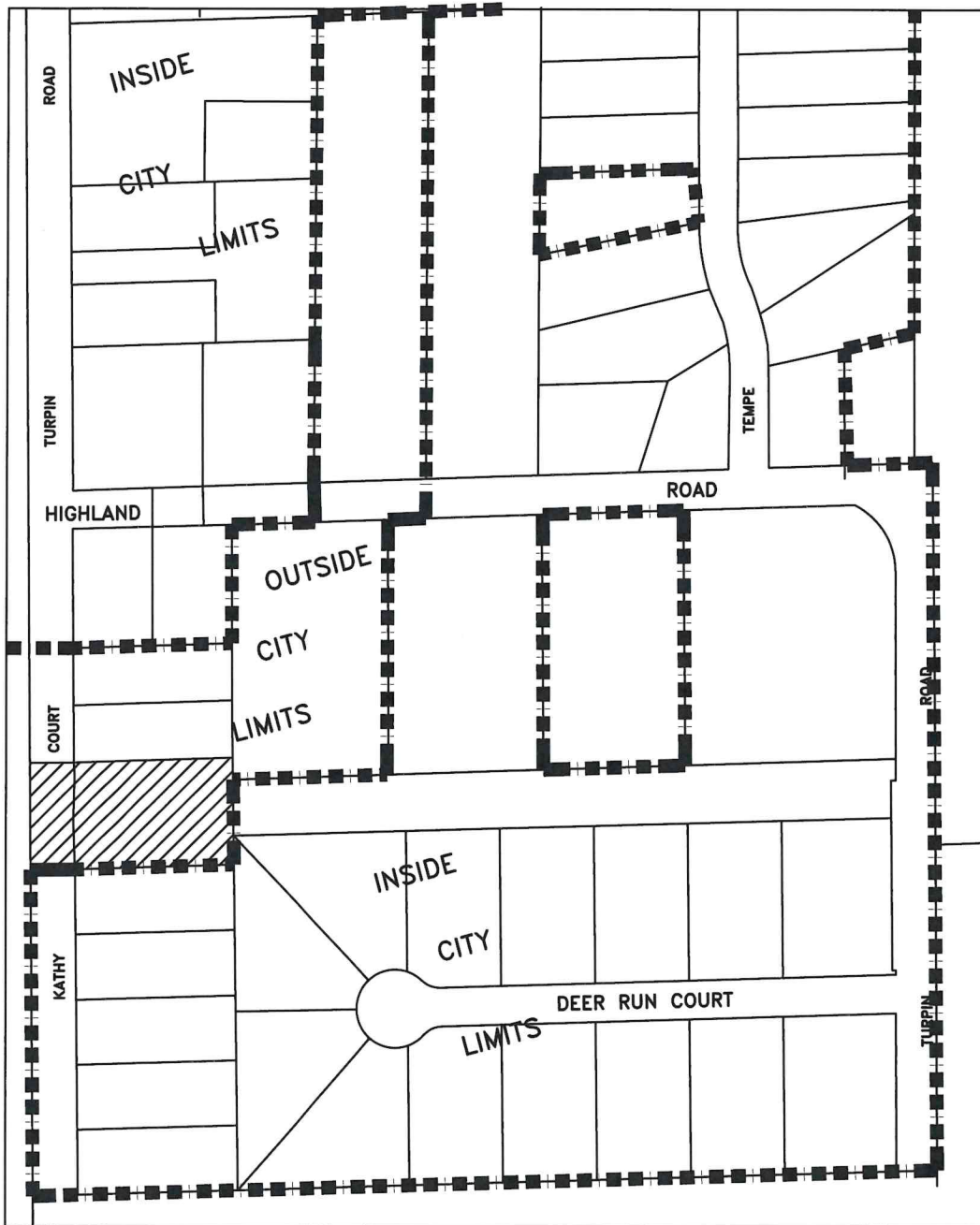
Signed and sworn to before me this 4th day of February, 20 25

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3198 KATHY COURT



indicates territory annexed



indicates existing corporate limits

1.00± acres

AREA 0.00156± sq. miles

174± lin. ft. of public road

SOUTH WHEATLAND township



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 Department
No. 2025-22**

DATE: 3/3/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –3290 Turpin Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3290 Turpin 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. 2025-22 Ordinance Annexing Territory 3290 Turpin Road

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3290 TURPIN 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 Randy L. Boyles and Diane L. Boyles, requesting that there be annexed to the City territory described as:

THE WEST 38.36 RODS OF THE SOUTH 31.27 RODS OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. SITUATED IN MACOUN COUNTY, ILLINOIS.

PIN# 17-12-36-276-001

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of March 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.) _____

Randy L. Boyles
Diane L. Boyles

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3290 Turpin Road, and legally described as follows:

THE WEST 38.36 RODS OF THE SOUTH 31.27 RODS OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼
OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. SITUATED IN MACON
COUNTY, ILLINOIS.

PIN # 17-12-36-276-001

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

SIGNATURE

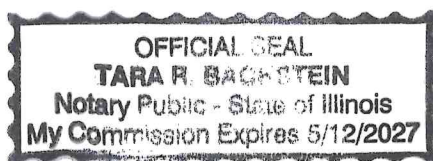
PRINTED NAME

STREET ADDRESS, CITY, STATE

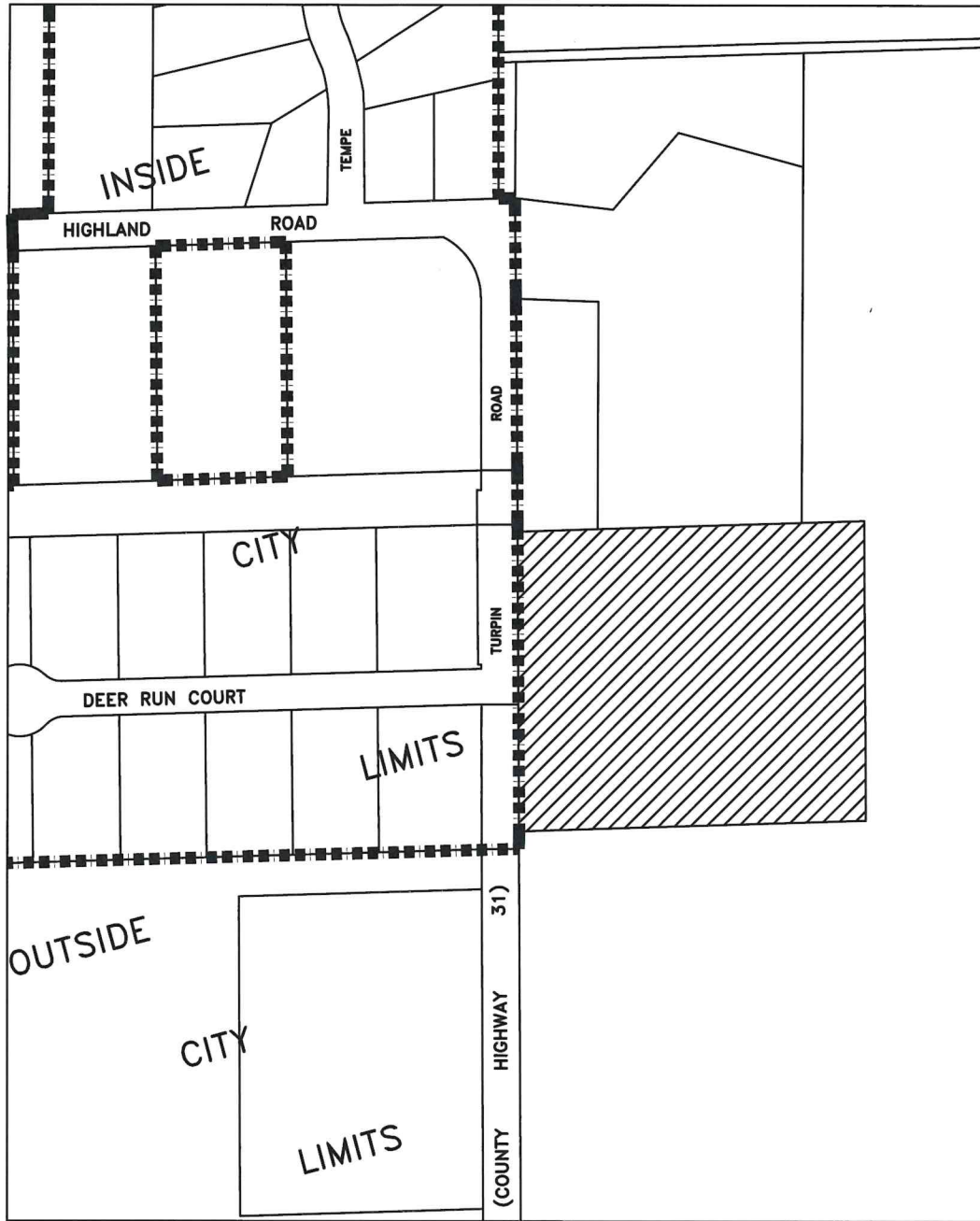
<u>Diane L. Boyles</u>	<u>Diane Boyles</u>	<u>3290 Turpin Rd Decatur IL</u>
<u>Randy L. Boyles</u>	<u>Randy L. Boyles</u>	

Signed and sworn to before me this 3rd day of February, 20 25

Tara R. Bachstein
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3290 Turpin Road



indicates territory annexed



indicates existing corporate limits

7.40 acres

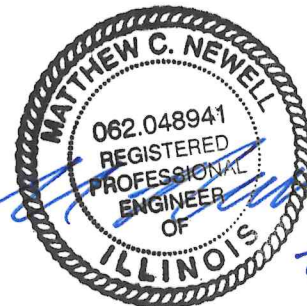
AREA 0.01156± sq. miles

0± 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 Department
No. 2025-24

DATE: 3/3/2025

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 Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of Two (2) F-450 Trucks and One (1) F-250 Truck

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution authorizing a contract in the amount of \$242,169.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for two (2) 2024 Ford F-450 4x4 DRW Chassis 84” trucks and upfits, and one (1) 2024 Ford F-250 Extended Cab truck.

BACKGROUND:

Water Distribution has requested two (2) new vehicles to replace two (2) existing vehicles. The vehicles being replaced are:

1. #112, 1997 Ford F-450 with 4,096 hours.
2. #110, 2017 Ford F-150 with 74,000 miles.

Traffic Department has requested one (1) new vehicle to replace one (1) existing vehicle. The vehicle being replaced is:

1. 508, 2014 Ford F-250 with 19,478 miles.

Vehicles #112 and #508 are being replaced with F-450's and will be unfitted by Morrow Brothers. Upfitting costs are included in the quotes for the vehicles.

The replacement vehicles are estimated to be delivered within 90 to 180 days.

DISPOSAL OF REPLACED UNITS: The vehicles are being replaced due to their advanced age and condition. The old units will be auctioned or scrapped

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 Water Distribution, and Traffic Section requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for these expenditures are included in the FY2025 budget.

ATTACHMENTS:

1. 2025-24 Morrow Brothers Resolution and Quotes

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE
PURCHASE OF TWO (2) F-450 TRUCKS AND ONE (1) F-250 TRUCK**

**NOW THEREFORE, 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 two (2) F-450 Regular Cab 4x4 DRW Chassis Trucks and one (1) Ford F-250 Extended Cab Truck presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc. in the amount of \$242,169.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford, Inc. in the amount of \$242,169.00.

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 3rd day of March 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 18, 2025

City of Decatur Illinois

Traffic 508

Chris Bergschneider

O: 217-875-5718

RBergschneider@decaturil.gov

We propose the following for your consideration.

1-NEW 2024 FORD F450 Regular Cab 4x4 DRW Chassis 84" CA

To include the following optional equipment:

Z1 White Exterior, LS 40/Console/40 Seating, H.D. Vinyl Floor Covering
7.3L V8 Gasoline Engine, 10-Speed Automatic, 2 Keys w/Remotes
Air Conditioning, Power Windows/Lock/Mirrors w/Heated Glass
Cruise Control, Tilt, AM/FM/Stereo, SYNC Bluetooth Hands Free
Limited Slip Rear Axle, TGK All-Terrain Tires, 18B Running Boards
473 Plow Prep Package, 86M Dual Batteries, 410 AMP Alternator
41P Skid Plates, 52B Trailer Brake, 11' Stake Body with Bulkhead
Electric Hoist, Removable Stake Racks, Receiver Hitch-Trailer Wiring
LED Warning Front /Top/Rear, Arrow Stick, Back-Up Alarm, WTX Liners
Western 8'-11' Wide-Out Snowplow, Snow Deflector, LED Plow Lights
11Cubic Foot Poly Hopper Electric Spreader, New M License/Title
All other standard equipment., IL. Contract 21-416-P-29479

Illinois Government Price \$98,944.00*

Chassis is in stock* at the time of this quote. Stock units are available first come first serve.
All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.
11684

EXHIBIT A



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 4, 2025

City of Decatur Illinois Water 112
Chris Bergschneider
O: 217-875-5718
RBergschneider@decaturil.gov

We propose the following for your consideration.

1-NEW 2024 FORD F450 Regular Cab 4x4 DRW Chassis 84" CA

To include the following optional equipment:

Z1 White Exterior, LS 40/Console/40 Seating, H.D. Vinyl Floor Covering
7.3L V8 Gasoline Engine, 10-Speed Automatic, 2 Keys w/Remotes
Air Conditioning, Power Windows/Lock/Mirrors w/Heated Glass
Cruise Control, Tilt, AM/FM/Stereo, SYNC Bluetooth Hands Free
Limited Slip Rear Axle, TGK All-Terrain Tires, 18B Running Boards
473 Plow Prep Package, 86M Dual Batteries, 410 AMP Alternator
41P Skid Plates, 52B Trailer Brake, **11' Steel Dump Body, Cab Shield**
Electric Hoist, Powder Coat Black, Receiver Hitch and Trailer Wiring
LED Warning Front /Top/Rear, Arrow Stick, Back-Up Alarm, WTX Liners
New M License/Title, All other standard equipment., IL. Contract 21-416-P-29479

Illinois Government Price \$84,248.00*

Chassis is in stock* at the time of this quote. Stock units are available first come first serve.
All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any
questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

11681



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 18, 2025

City of Decatur Illinois
Chris Bergschneider
O: 217-875-5718
RBergschneider@decaturil.gov

Water 110

We propose the following for your consideration.

1-NEW 2024 FORD F250 Extended Cab 4x4 8' Bed

To include the following optional equipment:

YZ White Exterior, LS 40/Console/40 Vinyl Seating
6.8L V8 Gasoline Engine, 10-Speed Automatic
Limited Slip, Air Conditioning, AM/FM/MP3/Stereo
Power Windows/Locks/Mirrors, Cruise Control
Remote Keyless Entry, Bluetooth Communications
Back-Up Camera, LT245 All-Terrain Tires, Fog Lights
Spray in Bed Liner, Grip Strut Running Boards
H.D. Front and Rear Suspension, 2 Keys w/Remotes
Trailer Tow Package, Trailer Brake Controller
Back Glass Cab Guard, (4) Corner LED Warning
54" Whelen LED Lightbar w/Traffic Direction
LED in Bed Cargo Lighting, Upfitter Switches
H.D. Alternator, Dual Battery, WTX Floor Liners
M License/Title, Delivery to Decatur Fleet
All other standard equipment

Illinois Government Price \$58,977.00* Each

This truck is in stock* at the time of this quote. All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.
11662

**Council Memo
Public Works Department
No. 2025-29**

DATE: 3/3/2025

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 the 2025 Managed Support Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System

SUMMARY RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution Authorizing the 2025 Managed Support Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System for a fee not to exceed \$52,660.00.

BACKGROUND:

The majority of the South Water Treatment Plant's critical infrastructure is operated by a sophisticated Supervisory Control and Data Acquisition (SCADA) system. The system consists of a large number of interconnected mechanical, electrical and digital hardware and software components.

City staff is able to correct minor issues and perform minor repairs to the system, however, more complex challenges must be dealt with quickly by experienced service providers.

In 2014, as part of the Energy and Water Efficiency Services Agreement with Johnson Controls Inc., B&W Control Systems Integration, LLC (now Concentric Integration, LLC) provided significant upgrade and expansion services to the SCADA system. City staff were impressed with the firm's technical expertise, performance and expedient service. Since then, the firm has provided SCADA support services to the City. There are other firms that can provide these services however they do not have the detailed experience with the City's SCADA system that is necessary to provide high quality and highly responsive SCADA services.

Annual fees vary depending on when specific SCADA hardware and software support and extended warranty agreements need to be renewed and the constantly evolving nature and cost of digital equipment, software and warranties.

In order to align the agreement with the City's fiscal year and annual budgeting process, this agreement is for 10 months from March 1, 2025 through December 31, 2025.

Concentric Integration provides the following services. Details are listed in the corresponding page numbers:

- Continuous proactive system maintenance (pages 5, 6, 7 & 9)
- Technology & SCADA budget planning (page 7)
- Third-Party Support Renewals (page 8 & 10)

- 24/7 Emergency assistance and repair services (page 8 - 9)

These services are annually included in the Water Production operating budget.

It is recommended that Concentric Integration be awarded a 10-month agreement effective 10-month support services agreement for a fee not to exceed \$52,660.00.

LEGAL REVIEW: The agreement was provided to Corporate Counsel for review on February 21, 2025

PRIOR COUNCIL ACTION:

- May 2023 - Council authorized a Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$68,650.
- May 2022 – Council authorized a Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$57,654.
- April 2021 – Council authorized a Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$34,260.
- April 2019 – Council authorized a two year Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$70,105.
- September 2017 – Council authorized a Support Services Agreement with B&W Control Systems Integration, LLC for SWTP SCADA System for \$48,339.
- June 2016 – Council authorized a Support Services Agreement with B&W Control Systems Integration, LLC for SWTP SCADA System for \$38,016.
- June 2013 – Council authorized an Energy and Water Efficiency Services Agreement with Johnson Controls Inc. for \$17,137,394 (a small portion of which included SWTP SCADA system improvements).

POTENTIAL OBJECTIONS: None foreseen

INPUT FROM OTHER SOURCES:

Doug Swanson, Concentric Integration.

STAFF REFERENCE: Matt Newell, Public Works Director and Robert Weil, Water Production Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions from the City Council regarding this item.

BUDGET/TIME IMPLICATIONS: These services are included annually in the Water Production budget.

ATTACHMENTS:

1. 2025-29 Resolution - Concentric Integration Managed Services Agreement

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING THE 2025 MANAGED SUPPORT AGREEMENT
WITH CONCENTRIC INTEGRATION, LLC FOR
SOUTH WATER TREATMENT PLANT SCADA SYSTEM**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between Concentric Integration, LLC and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Concentric Integration, LLC for a fee not to exceed \$52,660.00.

PRESENTED AND ADOPTED this 3rd day of March, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



Managed Support Agreement 2025

Customer: City of Decatur, IL**Concentric Job Number:** 2401388.00

Concentric Integration, LLC (Concentric) agrees to enter into a support agreement with the Customer to provide support services based on the "Services" indicated below and in agreement with the Terms & Conditions and Service Definitions.

Services & Fees

- Fixed Fee Services indicate a fixed scope described in the attached Service Definitions. Since the scope is negotiated upfront, we are able to establish this price at the beginning of the contract.
- Time and Material (T&M) Services denote a variable scope determined by the Customer. T&M Services are requested on a case-by-case basis and approved by a responsible customer representative. Monthly invoices will be sent for T&M Services as they are used. Labor will be billed based on our standard hourly billing rates for actual work time performed, plus reimbursement of out-of-pocket expenses, including travel costs. Labor rates differ for Concentric staff members.
 - The hourly rate charged is the same for regular hours, after-hours, emergency service, weekends, holidays, and overtime.
 - There is no minimum call-out charge during normal business hours. A 1.0-hour minimum charge for after-hours emergency support (815-788-3600). Standard hours are M-Th 7:30 AM – 5:00 PM, and Friday from 7:30 AM – 12:30 PM, excluding major holidays.
 - Mileage for travel is billed at the IRS-approved amount as calculated from the employee's office location to the site visited during normal business hours, or from the deployment location to the site visited for urgent service.
 - Travel time is charged at the same hourly billing rate indicated on the rate sheet.
- Please see the attached Rate Sheet for our current hourly billing rates. Please note that the rates listed on the attached rate sheet are our current rates and may increase during the term of the project.

Description	Included	Fee
Fixed Fee Services		\$52,660
<i>Project Management</i>	☒	
<i>Proactive Maintenance</i>	☒	
<i>Technology & SCADA Budget Planning</i>	☒	
Third-Party Support Renewals (included in Fixed Fee Services Cost)	☒	\$
T&M Support Services	☒	\$
Total Fee		\$52,660



2025 Rate Sheet¹

Role	Rate	Description & Typical Duties
Vice President	\$260	Provides oversight & direction. Responsible for contracts, scope, overall satisfaction.
Electrical/Automation Engineer VII	\$249	Associate Vice President who provides direction to group and quality control. Provides high level troubleshooting of complex technical issues.
Electrical/Automation Engineer VI	\$238	Technical expert and/or lead designer/integrator who performs advanced design, programming, troubleshooting and field activities. Provides high level troubleshooting of complex technical issues.
Electrical/Automation Engineer V	\$216	Team leader. Independently performs and coordinates advanced design, programming, troubleshooting and field activities, as well as project management and oversight.
Electrical/Automation Engineer IV	\$200	Independently performs and coordinates advanced design, programming, troubleshooting and field activities for electrical/automation work. Can also provide project management and coordination.
Electrical/Automation Engineer III	\$179	Works independently under little supervision to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work.
Electrical/Automation Engineer II	\$152	Works as a team member to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
Electrical/Automation Engineer I	\$130	Works as a team member to perform basic design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
IT Consultant VI	\$238	Technical expert and/or lead industrial/automation information technology designer. Responsible for commissioning, quality control, and project management. Performs and coordinates advanced design of client networks/systems.
IT Consultant V	\$216	Team leader. Independently performs server, network, and desktop architecture, design, management, and oversight. High level troubleshooting of network, security, and server technical issues. Provides project management and quality control.
IT Consultant IV	\$200	Independently performs server, network, and desktop management and oversight and typical higher-level network administration duties. Can also provide project management and coordination.
IT Consultant III	\$179	Works independently under little supervision to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant II	\$152	Works as a team member to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant I	\$130	Works as a team member to provide basic systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
Administrative Support	\$100	Coordinates purchasing and logistics/shipping for automation, controls, instrumentation, and related IT and security equipment. Prepares equipment specifications.

¹ Rates are subject to change on January 1 of each year.



Time Period and Payment

Start Date: March 1, 2025 End Date: December 31, 2025

Fixed Fee Services: Payment to be made in ten (10) equal payments \$5,266 upon being invoiced every year.

Time & Material Services: The fees for services that are not included in the Fixed Fee Services portion of this contract will be invoiced separately on a monthly basis, as they are incurred.

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature.

Third-Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- ☒ DOES apply
☐ DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above unless Customer provides updated notification information to Concentric in writing.

Standard Terms and Conditions

Concentric Integration, LLC's Standard Terms and Conditions, Version 10.2 (V10.2), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.

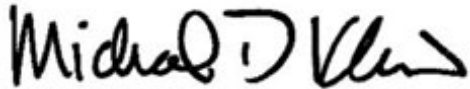


Acceptance

If this agreement is acceptable, please sign one copy and return it to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC



Michael D. Klein, PE
President
MDK



CUSTOMER:
CITY OF DECATUR, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

BILLING CONTACT: _____



Service Definitions

Fixed Fee Services

Project Management

Plan, schedule, and coordinate the activities that must be performed to complete the project and provide support services.

Proactive Maintenance

If included, all services described within this section will be provided by Concentric for the specified fee regardless of actual hours of work performed. Proactive Maintenance is provided for hardware that appears in the Hardware List included in this Agreement.

If included, Concentric will monitor certain aspects of the IT infrastructure, as well as perform periodic routine scheduled maintenance (detailed in the following tables) in order to minimize unexpected system shutdowns by resolving issues before they reach a critical nature. Upon completion of the scheduled service, Concentric will provide written confirmation the service was completed.

Scheduled services will be provided during Standard Hours if service does not significantly impact network performance. Scheduled services that may significantly impact network performance and are not urgently needed to maintain network security will be scheduled during other hours as Concentric and the Customer agreed upon. Standard hours for Proactive Maintenance are M-Th 7:30 AM – 5:00 PM, excluding major holidays.



Concentric monitors certain core infrastructure components using our remote support toolset. If problems are detected, labor to repair falls under Time and Material (T&M) services. There may be times when the cost to repair a component is greater than the cost to replace it. In that case, we will discuss this with you and recommend replacement if that situation occurs. We require that supported devices have active manufacturer support contracts (warranties) in place prior to the agreement starting. If needed, these support contracts can be included in the Third-Party Support Renewals section below.

Core Infrastructure Maintenance	N/A	Service Frequency: ²		
		Monthly	Quarterly	Annually
Server Monitoring - Monitor for issues that may arise. - Review Windows System Logs. - Review Windows Services. - Apply Windows Updates. - Check Drive Free Space. - Verify & Update Anti-Virus Software.	☐	☒	☐	☐
Backup monitoring - Monitor the success of the backups and verify their proper completion. - Perform annual test restore from backups. - Back Up SCADA applications, if applicable. (Minor software patches - hotfix or incremental updates will be covered under this agreement. Major software patches - version upgrades or feature releases will be charged T&M with approval)	☐	☐	☒	☐
Network Monitoring - Review networking device (routers and managed switches) logs to determine if any problematic conditions are occurring. - Check networking devices for firmware update availability. (Actual updates will be performed T&M, if needed).	☐	☐	☒	☐
Firewall Monitoring - Monitor security logs and configurations for suspicious activity. - Check firewall devices for firmware update availability. (Actual updates will be performed T&M, if needed).	☐	☐	☒	☐
Workstation Monitoring - Check workstation event logs for unusual or problematic events. - Apply Windows Updates. - Verify & Update Anti-Virus Software.	☐	☐	☒	☐

Concentric Integration uses ConnectWise Automate as its remote monitoring and management platform. Installation of a secure Automate agent is required on the servers and workstations covered within this agreement to fulfill the Core Infrastructure Maintenance services above. If this is not permitted, Concentric shall be notified before executing this agreement and alternative means of providing the Core Infrastructure Maintenance services will be quoted.

² Service frequency denotes the minimum frequency in which manual Core Infrastructure Maintenance shall be performed by Concentric Integration. Concentric Integration reserves the right, at its discretion, to supplement or replace manual Core Infrastructure Maintenance with automated methods, using ConnectWise Automate, to fulfill the Core Infrastructure Maintenance services.



The following table details the SCADA-specific proactive services included under this Support Agreement, and at what frequency:

Proactive Maintenance	Service Frequency:			
	N/A	Quarterly	Twice Annually	Annually
PLC, OIT, & Control Panel Maintenance: - Check functionality of Control Panel UPS - Back Up Programs - Check Status of Fuses, Circuit Breakers, & Surge Protectors - Check Control Panel Thermal Management - Check for Environmental Issues with Water, Moisture, Dirt, Dust, etc. - Check for published PLC vulnerabilities and recommend upgrade (to be implemented using T&M Services)	☐	☒	☐	☐
Radio and Cellular Router Maintenance: Check signal strength and back up configuration	☒	☐	☐	☐
SCADA Alarm Testing: Manually test critical alarms (up to 50) from SCADA to ensure they continue to work properly	☐	☐	☐	☒
SCADA Patching: Apply security related updates and patches to SCADA software (excludes full version upgrades, which are handled under T&M Services)	☐	☒	☐	☐
Documentation: Verify & Update the Network Diagram	☐	N/A	N/A	☒

Technology & SCADA Budget Planning

Budgeting for SCADA and related technology items can help prioritize and guide decisions and overall budget planning for capital improvements. Concentric believes that providing advanced notice (where possible) of recommended equipment, software, security, and communications improvements will provide a much more effective planning and implementation cycle. When this service is selected, our senior-level design staff intentionally reviews the system architecture to determine the risk and benefits of both inaction and selected improvements. Our staff discusses the recommended improvements, phasing, and costs with you and then provides a letter and prioritized table of recommended improvements that summarize the costs of the recommended initiatives.

Budget Planning & Cost Preparation - Annual	Deliverable	Included?
Budget Planning & Cost Preparation (for the following fiscal year)	Budgetary Memorandum	☒
Client: What month would you like to receive the budget letter?		

***Please complete the above question if selecting the Technology & SCADA Budget Planning.



Third-Party Support Renewals

The supported system includes hardware and software that may have applicable support and extended warranty agreements that are provided by a third party, such as the manufacturer or vendor/supplier. Once the initial installation's support/warranty period has expired, it is recommended that these agreements are maintained and renewed on a regular basis. If listed in the Included Services & Fees section of this agreement, Concentric will provide the renewals listed in the Third-Party Support Renewal list on Page 10.

Third-Party Support Renewals - Annual	Deliverable	Included?
Renew Third-Party Support Contracts	Contracts from OEM/Supplier	☒

Time & Materials (T&M) Services

Break – Fix (Repairs)

Provide as-needed services on request. This service will be provided 24 hours a day, seven days per week, for the length of this agreement, regardless of standard working hours. Concentric's daytime and after-hours phone number is 815-788-3600. Concentric staff typically answers the phone during standard business hours. A call center answers the phone after hours or when staff is not available to answer. Concentric will return any phone calls for urgent service within 30 minutes from when the phone call is placed and dispatch a staff member within 60 minutes if a site visit is required.

Improvements

Occasionally, staff identifies small changes to the system that can have large impacts on operational efficiency, safety, and quality. These improvements can be easily designed and built without consulting & Design services.

Consulting & Design

Through consulting and design, a system can be effectively maintained, improved, and upgraded. This service will provide for retained smaller project design services as it relates to IT infrastructure, instrumentation & controls, and Supervisory Control and Data Acquisition (SCADA).



Hardware List

If Proactive Maintenance is included as part of this Support Services Agreement, Concentric will proactively support the following hardware:

Hardware Description	
Servers	
• SWTSC01	Primary SCADA Server
• SWTUT01	Utility Server
• SWTDC01	Domain Controller
• SWTRDS01	Remote Desktop Server
• SWTHIST1	Historian Server
• SWTSCVM01	VM Host Server (Dell PowerEdge R740)
Desktop PC	
• SWTSV01A	SCADA Workstation #1 (Dell Optiplex 7090)
• SWTSV02	SCADA Workstation #3 (Dell Optiplex 7090)
• SWTSC02	Secondary SCADA Server (Dell Precision 7820)
Laptop PC	
• SWTMAINT01	Maintenance Laptop (Dell Latitude 3520)
Firewall	
• FortiGate Firewall (FGT80E)	
Managed Switch	
• SCADA Switch (HP Aruba R8N86A)	
• SCC1 (Hirschman RS20)	
• SCC2 (Hirschman RS20)	
• SCC3 (Hirschman RS20)	
• SCC4 (Hirschman RS20)	
• SCC5 (Hirschman RS20)	
• SCC1C (Hirschman RS20)	
• Basement_Hirsch (Hirschman RS20)	
• Switchgear_Hirsch (Hirschman RS20)	
Network Attached Storage (NAS)	
• QNAP (TS-469L)	
Misc.	
• Tripp Lite UPS (Server Rack)	
• Redlion Protocol Converter (Switchgear & Transfer pump Control Panels)	
Control Panels	
• SCC-1	
• SCC-1-RIO	
• SCC4-1	
• SCC4-2	
• SCC4A	
• NCLAR-CP	
• NCLAR-IFP	
• SCLAR-CP	
• SCLAR-IFP	



Third-Party Support Renewals

If Third-Party Support Renewals are included as part of this Support Services Agreement, renewals will be processed as listed in the table below:

Warranty	Included?	Coverage Period	Qty
Veritas Backup Exec Server & Backup Exec Agents (for Windows and VMWare/HyperV)	☐	Good through 5/6/2026	1
VMware Production Subscription for vSphere 5 Standard for 1 Processor	☒	3/31/2025 – 3/31/2026	2
Fortinet Firewall	☐	Good through 03/31/2026	1
Rockwell	☐	Good through 7/10/2026	1

Bitdefender Anti-Virus/EDR software is a subscription-based software product. If Bitdefender Anti-Virus/EDR is provided, the software will be removed after the end date of this agreement. The option will be provided to maintain the software subscription through Concentric Integration, on a T&M basis, if the Managed Support Agreement is not renewed.



**Council Memo
Public Works Department
No. 2025-25**

DATE: 3/3/2025

TO: Honorable Mayor and City Council Members

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

SUBJECT:

Resolution Authorizing Amendment No. 1 to the Professional Engineering Services Agreement with AECOM Technical Services, Inc. for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01

SUMMARY RECOMMENDATION: Please see attached memo

BACKGROUND:

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2025-25 Memo Oakland and Grand Sewer Separation - AECOM PSA Amend No 1
2. 2025-25 Resolution Authorizing Amendment No. 1 AECOM W EXHIBIT 1
3. 2025-25 Appendix A
4. 2025-25 Location Maps

**PUBLIC WORKS MEMORANDUM
NO. 2025-25**

DATE: February 24, 2025

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Amendment No. 1 to the Professional Engineering Services Agreement with AECOM Technical Services, Inc. for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve, the Mayor be authorized to execute, and the City Clerk to attest to the attached resolution authorizing Amendment Number 1 to the professionals services agreement between the City and AECOM technical Services for an additional fee not to exceed \$29,362 dollars.

PRIOR COUNCIL ACTION:

See Appendix A.

SANITARY SEWER PRIORITIES:

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

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

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

BACKGROUND:

US EPA Administrative Consent Order Status

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

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

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

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

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

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

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

Basin 5 & 6 Sewer Separation

On April 27, 2023, the City Council approved a motion to start final design of the Oakland and Grand Separation Sewer selecting the alternative to fully separate the combined sewer, see attached location map. The proposed storm sewer connects to an existing overflow pipe located in Fairview Park. This will allow the flow to bypass the combined sewer system.

On February 18, 2025, the City awarded a construction contract to Entler Excavating pending IEPA funding for a total of \$9,733,305 to complete the approximate 12,500 feet of storm sewers ranging in size of 12 to 48 inches, 50 inlets and 60 manholes ranging in size of 48 to 108 inches.

Amendment No 1 - Construction Engineering Services

The City entered into a Professional Services Agreement with AECOM on October 17, 2022 for a fee not to exceed \$829,600. The original Agreement included the language required at the time by IEPA to make it loan eligible. Since 2022, the guidelines have changed, and an Amendment is required to add in the new language required by IEPA. Design engineering for the project came in approximately \$169,000 under budget, it was recommended by the IEPA to modify the original design scope to include the necessary items for the construction engineering services. An additional \$29,362 is proposed to be added to the \$169,000 remaining in the amended agreement to provide total construction services up to \$198,362.

AECOM is proposed to take a limited role with City staff to provide the full-time onsite inspection. The scope of services provided includes the following:

- Biweekly coordination meetings over the 18-month construction period
- Shop drawing and request for information (RFI) reviews
- Change order review and recommendations
- Pay request preparation
- Technical question review/response
- The preparation of As-Built drawings

SCHEDULE:

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

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: AECOM, IEPA

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

LEGAL REVIEW: The amendment was reviewed by legal on February 24, 2025.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Design and Construction Engineering is reimbursable through the Water Pollution Control Loan Program. The design costs to date will be requested for reimbursement once the loan is approved and the construction services will be requested monthly with proceeds going to the sewer fund. The total cost for design and construction engineering is not to exceed \$858,362 which includes the \$29,362 requested in Amendment No 1.

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR THE OAKLAND AND GRAND SEWER SEPARATION PROJECT, CITY PROJECT 2021-01

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

Section 1. That Amendment No. 1 presented to the Council herewith as Exhibit 1 and made part of hereof, between AECOM Technical Services, Inc. and the City of Decatur, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Amendment No. 1 between the City of Decatur, Illinois and AECOM Technical Services, Inc. for a cost not to exceed \$29,362.

Section 3. That the changes in the above described agreement are germane to said agreement, as signed, and the amendment is in the best interest of the City of Decatur and is authorized by law.

PRESENTED AND ADOPTED this 3rd day of March, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



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

Amendment

Date: Feb. 25, 2025 Project: Oakland and Grand Sewer Separation Project
Request No. 1 ☐ Final Project Number: 2021-01

Consulting
Engineer: AECOM Technical Services, Inc.
Address: 1178 Paysphere Circle
Chicago, IL 60674

I recommend that an ☒ addition of \$ 29,362 be made to the above contract.
☐ deduction

I recommend that an extension of 1,158 days be made to the above contract completion date.
The revised completion date is now December 31, 2026.

Amount of original contract	\$	<u>829,600.00</u>
Amount of previous amendments	\$	<u>0.00</u>
Amount of current amendment	\$	<u>29,362.00</u>
Amount of adjusted/final contract	\$	<u>858,962.00</u>

☒ addition
Total net ☐ deduction to date \$ 858,962.00 which is 3.5 % of Contract Price

State fully the nature and reason for the Amendment Additional language for the IEPA WPC loan qualification was added per the IEPA Certification of Engineering or Professional Services Contracts. Given AECOM's involvement in the design of the Oakland and Grand Sewer Separation Project, AECOM will conduct the Construction Engineering Services.

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

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

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

Recommended

[Signature]
Consulting Engineer

02/25/2025
Date

Public Works Director

Date

Approved

Mayor

Attested

City Clerk

Date

Date

Amendment No. 1 Professional Services Agreement Additions

A-1-1 SPECIAL CONDITIONS FOR THE IEPA WPCLP LOAN

Based on input from IEPA, the requirements within Exhibit A, Page 7 entitled “IEPA SRF Loan Project Special Conditions” are REPLACED with Attachment #1.

A-1-2 CONSTRUCTION ENGINEERING SERVICES – SCOPE OF SERVICES

ADD the “Scope of Services for Construction Engineering Services” as detailed in Attachment #2 as Exhibit I.

A-1-3 BASIC SERVICES – CONSTRUCTION INSPECTION PHASE

ADD the following to SECTION II. BASIC SERVICES:

D. CONSTRUCTION INSPECTION PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Construction Inspection Phase:

1. General Duties. The Consulting Engineer shall consult with and advise the City’s Representative and act as its representative as provided herein. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control of the materials, construction methods and techniques to determine that the Contractor builds the project in accordance with the plans and specifications. Specific requirements of the Phase are included in Attachment #2, Scope of Services.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site to observe as an experienced and qualified design professional the quality of the executed work of the Contractor and to determine in general if such work is in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
3. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Conferences and Meetings. The Consulting Engineer shall attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof to the City’s Representative.

5. Reports. The Consulting Engineer shall,
 - a. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - b. Draft proposed Change Orders and obtaining back-up material from the Contractor and make recommendations to the City's Representative regarding Change Orders.
 - c. Report immediately to the City's Representative upon the occurrence of any accident.
6. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:
 - a. Issue necessary interpretations and clarifications of the Contract Documents, subject to the City's Representative's approval.
 - b. Have authority, as a representative of the City, to require special inspection or testing of the work.
 - c. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
7. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.

8. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
9. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
10. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase within the time period set forth in Exhibit A, Project Timeline, Attachment #2.

ATTACHMENT #1

Special Conditions for the IEPA WPCLP Loan

SPECIAL CONDITIONS

SC-1 AUDITS; ACCESS TO RECORDS

- (1.01) Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- (1.02) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- (1.03) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- (1.04) The final audit report shall include the written comments, if any, of the audited parties.
- (1.05) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

SC-2 COVENANT AGAINST CONTINGENT FEES

- (2.01) The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SC-3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- (3.01) Refer to Form EPA 5700-49 on Page II

United States Environmental Protection Agency
Washington, DC 20460

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

☐ I am unable to certify the above statements. My explanation is attached.

SC-4 USEPA NONDISCRIMINATION CLAUSE

- (4.01) The engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

SC-5 USEPA FAIR SHARE PERCENTAGE CLAUSE

- (5.01) The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPC Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

ATTACHMENT #2

Construction Engineering Services

Scope of Services

February 25, 2025

Paul Caswell, PE
City Engineer
City of Decatur Public Works Department
#1 Gary K Anderson Plaza - 3rd Floor
Decatur, Illinois 62523

**Regarding: Oakland and Grade Sewer Separation Project – Phase 3
Construction Administrative Engineering Services
Scope of Work**

Dear Mr. Caswell:

AECOM Technical Services, Inc. (AECOM) is providing this scope of work (Scope) for the above-referenced project. This Scope encompasses AECOM's construction engineering services for the subject project. Note that a detailed breakdown of task costs and a schedule is included in this Scope.

Background

The City of Decatur (City) is currently under Administrative Consent Order (ACO) by the United States Environmental Protection Agency (USEPA). The ACO requires a reduction in basement backups within the City's combined and sanitary sewer system, as well as the elimination of all unauthorized Combined Sewer Overflows (CSOs) and Sanitary Sewer Overflows (SSOs).

In order to demonstrate compliance with the ACO, the City was required to submit a Sewer Collection System Alternatives Analysis (SCSAA). In partnership with AECOM, the SCSAA (and subsequent revisions) were submitted on April 12, 2016, November 4, 2016, and November 30, 2017. At that time, the recommended alternative was for the City to perform partial sewer separation and construct relief sewers. While this alternative was discussed and submitted, the USEPA never responded and was not preferred by the Sanitary District of Decatur. It was requested that AECOM evaluate complete sewer separation within Basins 5 and 6 for the City.

AECOM developed a Sewer Separation Study submitted in June 2022 to assist the City in the evaluation of new alternatives, including multiple total sewer separation alternatives, in order to reduce basement backups and meet the requirements of both the USEPA and SDD. As a result of this study, the City elected to pursue total sewer separation that connects to an existing 96-inch diameter combined sewer overflow structure in Fairview Park.

Final design has also been completed with bidding of the project completed on February 11, 2025. The City of Decatur has requested AECOM to provide a proposal for Construction Engineering and Administration services.

SCOPE OF WORK

Our scope of work listed below is structured to accommodate a construction schedule that will begin in late March 2025 and be completed not later than October 2, 2026. Given that both AECOM and City staff will be involved in both construction engineering and administration, we have documented within this proposal our detailed assumptions and divisions of duty regarding AECOM's role. It is also assumed that AECOM will be more involved in the earlier stages of the project with the review of

Contractor submittals. There may be a decreased need for AECOM assistance in latter stages of construction as the City will supply its own Resident Engineer and conduct reviews of pay applications primarily without the assistance of AECOM. Given that the detailed Contractor's schedule is not known at this time, much of this scope of work is estimated based on our previous construction engineering experience and may need to be reduced or increased as the Contractor's work progresses.

TASK 1: MEETINGS

It is anticipated that numerous meetings will be required throughout the life of the project. At this time, we have budgeted engineering fee for up to a maximum of ten (10) in-person meetings and thirty-six (36) virtual meetings which accounts for bi-weekly meetings across an 18 month construction schedule along with additional in person meetings for events such as the kick off, public participation, inspections of critical elements, and closeout/punchlist efforts

- In-person kick-off meeting (1)
- Public participation meeting (1)
- In-person progress meetings and site visits (8)
- Virtual progress meetings (36)

AECOM will prepare the agenda, prepare meeting minutes of each meeting attended, and distribute the minutes to all attendees. It is assumed that the in-person meetings and virtual meetings will be attended by up to maximum of two (2) AECOM staff members.

Deliverables

- Meeting Minutes

TASK 2: CONSTRUCTION ENGINEERING AND ADMINISTRATION

AECOM will review Contractor shop drawings, RFIs, change orders, and assist in pay request reviews as needed. It is assumed that City staff will primarily be responsible for pay request reviews. We anticipate that AECOM will be responsible for the following:

- Shop Drawings
 - Maintain and update a shop drawing log
 - Review and provide comments (70 reviews, 46 initial submittals and 24 resubmittals)
- RFIs
 - Maintain and update an RFI log
 - Review and respond to Contractor RFIs (40)
- Change Order Log
 - Maintain and update a change order log
 - Review and respond to Contractor Change Order Requests (6)
- Pay Requests
 - Assist the City in reviewing up to maximum of six (6) Pay Requests or partial support in up to 12 Pay Requests.

TASK 3: MISCELLANEOUS TECHNICAL ASSISTANCE

As the project designer, AECOM will be available to discuss the project and answer technical and administrative questions related to the project with the City, City staff, and Contractor, as necessary, on the phone and through email. For the purposes of this proposal, we have included up to a maximum of 80 manhours for this work, which is approximately 1 hour per week for the life of the project. It is assumed that questions from private property owners will be handled by the Contractor and/or City staff.

TASK 4: PROJECT MANAGEMENT

This task includes all project management related activities and is based on 6 hours of effort per month over an 18 month construction schedule. Project tasks and deliverables are outlined below:

1. Establish project communications, controls, and procedures
2. Project financial tracking, reporting and invoicing
3. Coordination of tasks
4. Quality Control Management

Deliverables

- Monthly invoices

Proposal Fee

The not-to-exceed fee for this work is \$198,362 to be paid on a time and materials basis. Based on \$169,000 within the design contract to be amended to remain following design services, the total amendment amount is expected to be **\$29,362**. A task-by-task breakdown of the fee is included here-with as Attachment 1.

Schedule

Please see enclosed Exhibit A for a schedule of the work.

Thank you for considering AECOM for this work. Please do not hesitate to let us know if you have any questions or concerns or wish to meet with us to discuss this proposal.

Sincerely,

AECOM TECHNICAL SERVICES, INC.



Hsing Chu, P.E.

Project Manager



Chad Laucamp, P.E.

Associate Vice President

Attachment 1
February, 2025
City of Decatur
Oakland and Grand Sewer Separation Project– Phase 3
Estimated Engineering Fee

Direct Labor Hourly Rate

\$ 110.00 \$ 76.00 \$ 46.00

TASK	DESCRIPTION	Project Director/QAQC	Project Manager	Civil Engineer	TOTAL HOURS	TOTAL (Loaded) \$
1	Meetings	8	116	122	246	\$ 45,924
	a. In-person kick-off meeting	8	8	2	18	\$ 4,740
	b. Public Participation meeting		8	2	10	\$ 2,100
	c. In-person progress meetings (8)		64	64	128	\$ 23,424
	d. Virtual progress meetings (36)		36	54	90	\$ 15,660
2	Construction Engineering and Administration	15	110	566	691	\$ 108,138
	a. Shop drawings (log and 70 reviews initial and resubmittals)	8	70	350	428	\$ 66,900
	b. RFIs (log and 40 reviews)	4	20	140	164	\$ 25,200
	c. Change Orders (log and 6 reviews)	3	12	60	75	\$ 12,006
	d. Pay Request Assistance (6)		8	16	24	\$ 4,032
3	Miscellaneous Technical Assistance	8	40	32	80	\$ 16,176
	a. Misc	8	40	32	80	\$ 16,176
4	Project Management	0	108	0	108	\$ 24,624
	a. General (6 hrs per month over 18 months)		108		108	\$ 24,624
	Subtotal	31	374	720	1125	\$ 194,862
	ODC (shipping, printing, mileage)					\$ 3,500
	TOTAL LOADED DOLLARS (3.0 MULTIPLIER)	\$ 10,230	\$ 85,272	\$ 99,360		\$ 198,362
REMAINING AMOUNT FROM DESIGN ENGINEERING SERVICES CONTRACT						\$ 169,000
CONSTRUCTION ENGINEERING SERVICES FEE						\$ 29,362

EXHIBIT A

CITY OF DECATUR - OAKLAND AND GRAND SEWER SEPARATION PROJECT - PHASE 3 SCHEDULE

No.	Task Description	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
1	Kick-Off and Public Participation Meetings																				
2	Shop Drawing Review and Contractor Mobilization																				
3	Construction																				
4	Substantial Completion																				
5	Punch List																				
6	Final Completion																				

Appendix A

PRIOR COUNCIL ACTION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 3, 2024– City Council approved Ordinance 2024-85 authorizing the intent to borrow \$16,500,000 in funds from the IEPA for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

June 3, 2024– City Council approved Resolution R2024-244 authorizing the execution of an agreement with the Norfolk Southern Railway for a storm sewer crossing for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

August 1, 2024– City Council approved Resolution authorizing the execution of an agreement with Crawford, Murphy and Tilly, Inc to provide preliminary engineering services for a project plan for the Florian and Lost Bridge North I&I reduction program, City Project 2017-02.

February 17, 2025– City Council approved Resolution R2025-137 authorizing \$9,733,305 for the storm sewer work with Entler Excavating for the Oakland and Grand Sewer Separation Project-Basin 5&6, City Project 2021-01.

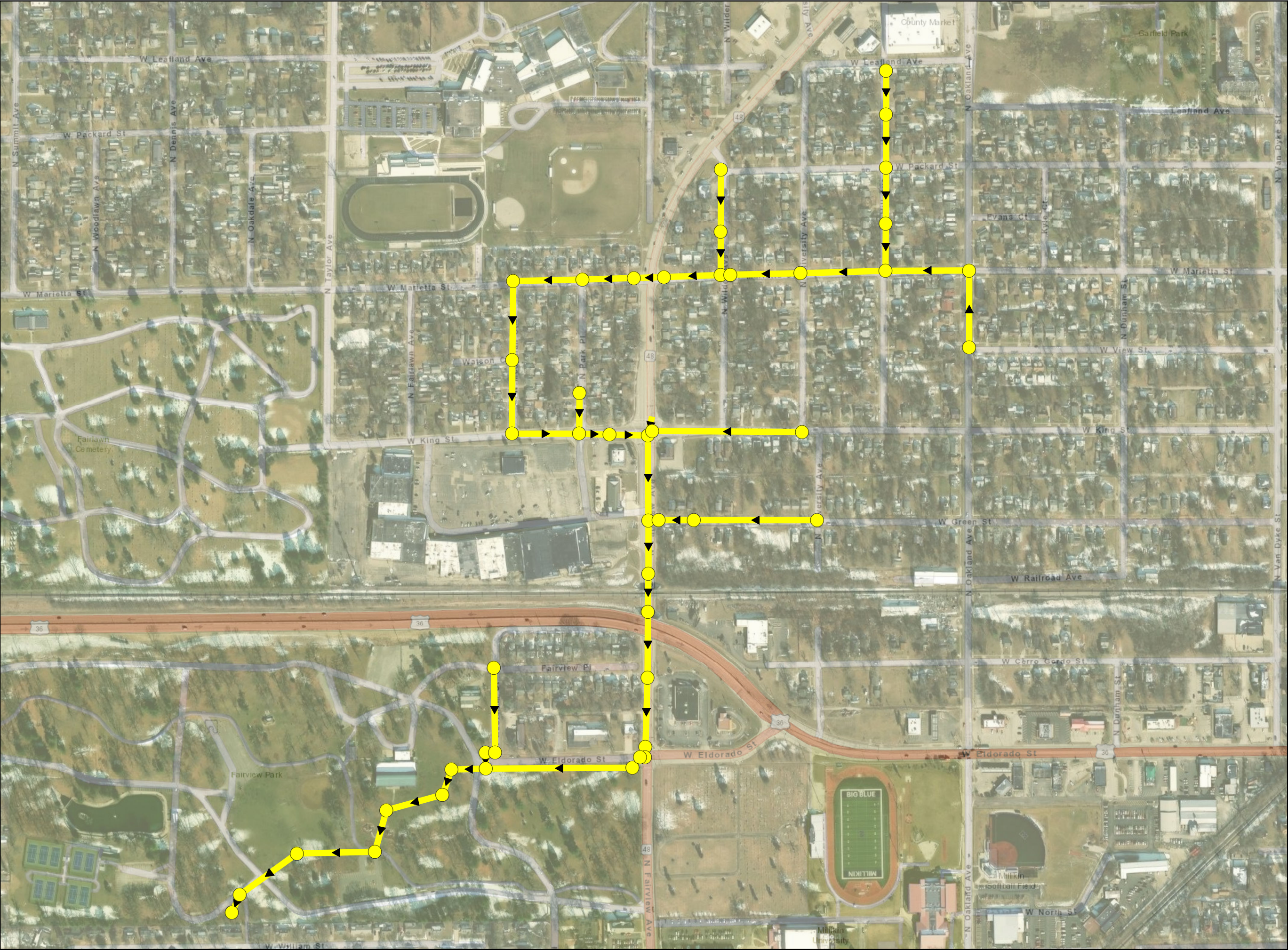


FIGURE
1

City of Decatur

Oakland and Grand
Storm Sewer Separation
Basin 5

Decatur, Illinois

Legend

Proposed Manhole

Proposed Sewer

AECOM

Drawn By: MWW

Checked By: HHC

Date: February 2025

Project #: 60662757

Projection:
NAD 1983 StatePlane Illinois East FIPS 1201 Feet

1 inch equals 375 feet

0125250500

Feet

Page 109 of 115

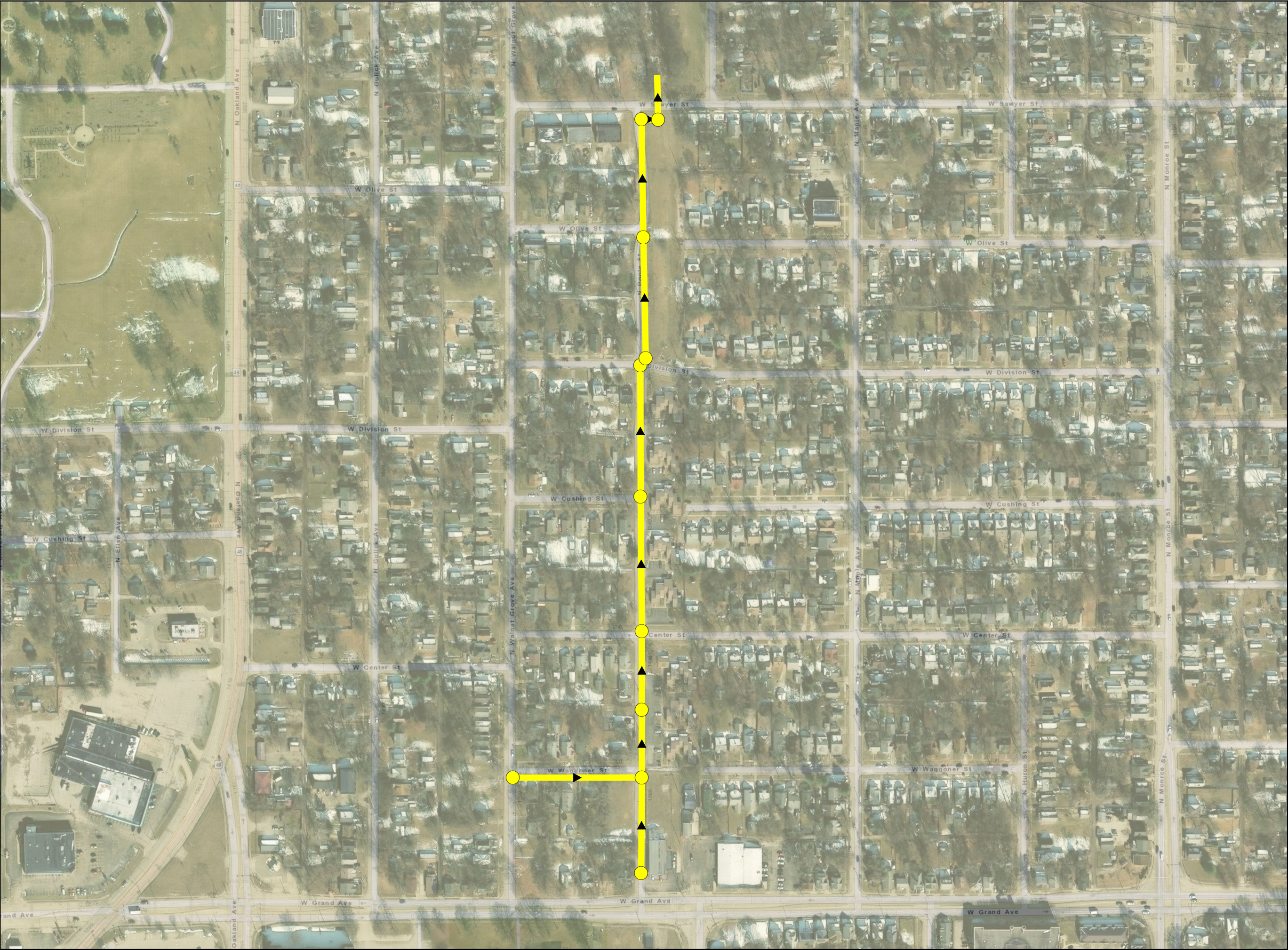


FIGURE
2

City of Decatur

Oakland and Grand
Storm Sewer Separation
Basin 6

Decatur, Illinois

Legend

- Proposed Manhole
- Proposed Sewer

AECOM

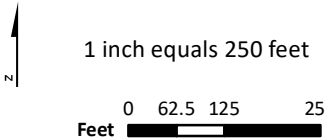
Drawn By: MWW

Checked By: HHC

Date: February 2025

Project #: 60662757

Projection:
NAD 1983 StatePlane Illinois East FIPS 1201 Feet



**COUNCIL MEMO
OFFICE OF THE MAYOR
No. 2025-01**

DATE: February 21, 2025

TO: City Council Members

FROM: Honorable Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment – Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)

Council is asked to pass the proposed Resolution approving the appointment of Craig Bundy to the Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority).

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Craig Bundy Decatur Metropolitan Exposition Auditorium & Office
Building Authority (DBA: Civic Center Board Authority)

10/27/2025

DATED this 3rd day of March 2025.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2025-
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of March 2025.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of March 2025.

Julie Moore Wolfe, Mayor

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
January 7, 2025

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray
VICE CHAIR Greg Spain
COMMISSIONER Christina Arganbright
COMMISSIONER Tony Wilkins
ACTING SECRETARY Penny Rogers

ABSENT: COMMISSIONER Amy Spry
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

Chair Todd Ray called the meeting to order at 11:31 a.m.

Roll Call

Four out of five Commissioners were present at the time of roll call. Chair Ray declared a quorum does exist to conduct and approve business.

Chair Ray called for Appearance of Citizens:

No citizens were present.

The Minutes of the December 3, 2024, regular meeting were presented. Vice Chair Greg Spain moved that the December 3, 2024, regular meeting minutes be approved, seconded by Commissioner Christina Arganbright and upon call of the roll, Commissioners Tony Wilkins, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Commissioner Christina Arganbright moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Tony Wilkins and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Vice Chair Greg Spain moved to return to Open Session, seconded by Commissioner Christina Arganbright and upon call of the roll, Commissioners Tony Wilkins, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

January 7, 2025

Page 2

Chair Ray called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Parts Person, Vice Chair Greg Spain, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Tony Wilkins, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Utility Customer Service Representative, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Eligible Register for Customer Payment Specialist, Commissioner Christina Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- C. Authorization Request to Approve Job Description for Transit Lead Fleet Mechanic, Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- D. Authorization Request to Approve Job Description for Transit Fleet Mechanic, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- E. Authorization Request to Approve Job Description for Transit Utility Worker, Commissioner Christina Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins,

and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

- F. Authorization Request to Approve Job Description for Transit Parts Person, Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- G. Authorization Request to Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings, Commissioner Tony Wilkins, moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioners Tony Wilkins, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- H. Receiving and Filing of Personnel Actions – Commissioner Christina Arganbright moved that the appointment, promotion, commendation, oral reprimand, civil service status, request for leave, probationary extension, relinquish position, probationary resignation, resignation, and retirement be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Tony Wilkins, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Other Business:

There being no other business, Vice Chair Greg Spain moved to adjourn the meeting, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Tony Wilkins, Christina Arganbright, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the meeting adjourned at 12:02 pm.

Respectfully Submitted,



Penny Rogers
Acting Secretary