



Monday, April 21, 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 April 7, 2025 City Council Meeting

V. Unfinished Business

VI. New Business

1. Treasurer's Financial Report
2. Ordinance Adopting City Code Chapter 51.7 Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax
3. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Egizii Electric for South Water Treatment Plant Electrical Improvements, City Project 2022-18
4. Resolution Authorizing a Construction Engineering Contract with Crawford, Murphy and Tilly for South Water Treatment Plant Electrical Improvements, City Project 2022-18
5. City Manager Update
6. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However,

staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

- A. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-150 Truck
- B. Resolution Accepting the Bid and Authorizing the Execution of a Contract with William Charles Construction Company, LLC for the 27th Street Reconstruction Project, City Project 2024-11, Section No. 24-00411-00-RP
- C. Ordinance Annexing Territory 3158 Kathy Court
- D. Ordinance Annexing Territory 3046 South Wheatland Road
- E. Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials
- F. Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe
- G. Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete
- H. Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate
- I. Resolution Authorizing a Second Contract Change Order with E.L. Pruitt Company for Chiller Replacement at the Decatur Public Library
- J. Resolution Accepting E.L. Pruitt Co. Invoice for Water Service to 1170 N. Orchard Building
- K. Resolution Authorizing Execution of a Contract between the City of Decatur and Balcones Midwest LLC for Processing Single Stream Recyclables
- L. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council
- M. Receiving and Filing of Minutes of Boards and Commissions

VII. Other Business

VIII. Adjournment

1. Monthly Reports, March 2025

CITY COUNCIL MINUTES

Monday, April 7, 2025

On Monday, April 7, 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 Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Ed Culp. Councilman Pat McDaniel was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Anthony Chapple, Ayn Owens, James Taylor and Dan Dunphy.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of March 17, 2025, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn 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.

R2025-157 Resolution Accepting Proposal of Arndt Municipal Support Inc. (AMS) for a Classification and Compensation Study, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave a brief overview of the Resolution and answered questions from Council members regarding fees.

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

R2025-158 Resolution Authorizing a Development Agreement with K.C. Finds, LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave a brief overview of the Resolution.

Council members shared their views on the conditions outlined in the proposed development agreement.

City Manager Gleason addressed questions from Council members about incentives.

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

R2025-159 Resolution Authorizing the City Manager to Execute a Contract with Clifton Larson Allen LLP for Professional Business Assessment Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave a brief overview of the Resolution and answered questions from Council members about potential costs savings.

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

City Manager Gleason provided the City Manager Update. New hires: Amanda Grunden, Customer Payment Specialist, Courtney Dalton, Utility Customer Service Representative and Teresa Jackson, Human Resources Manager. Appointments and Promotions: Christopher Downey, Deputy Fire Chief, Training, Toby Jackson, Deputy Fire Chief, Operations, Matthew Hinds, Battalion Chief, Andrew Alegria, Fire Lieutenant, Brandon Mandernach, Fire Lieutenant, Kalib Brown, Fire Lieutenant and Kory Fenton, Fire Captain Retirement: Jeff Abbott, Fire Chief and Duane Richards, IT System Specialist.

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

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

R2025-160 Item B. Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for the MUNIS Enterprise Financial Software Suite

2025-35 Item C. Ordinance Annexing Territory 2983 South Wheatland Road

R2025-161 Item D. Resolution Approving the Purchase and Installation of Two (2) Emergency Warning Sirens

2025-36 Item F. Ordinance Rezoning Property From R-6 Multiple Dwelling District to B-2 Commercial District - 234 East Marietta Street

2025-37 Item G. Ordinance Amending Zoning Ordinance - Section XXIV Fences

R2025-162 Item H. Resolution Authorizing the Execution of an Agreement with D&S Management Realty Partners for 2025 Weed Abatement

R2025-163 Item I. Resolution Authorizing the Execution of an Agreement with Jandi Services for 2025 Weed Abatement
R2025-164 Item J. Resolution Authorizing the Execution of an Agreement with Ricky Wofford for 2025 Weed Abatement
R2025-165 Item K. Resolution Authorizing the Execution of an Agreement with Roots Lawncare for 2025 Weed Abatement
R2025-166 Item L Resolution Authorizing the Execution of an Agreement with Taylor Made Landscaping for 2025 Weed Abatement
R2025-167 Item M. Resolution Authorizing the Execution of an Agreement with F&E Lawn and Janitorial Service for 2025 Weed Abatement
R2025-168 Item N. Resolution Authorizing the Execution of an Agreement with Inherited Services LLC for 2025 Weed Abatement

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

R2025-169 Resolution Authorizing Execution of Purchase Order between City of Decatur, Illinois and Paul Tree Farms, LLC for Tree Installation Contract, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Councilman Culp requested an overview of the Resolution.

City Manager Gleason provided an overview of the Resolution.

Ms. Lacie Elzy, Director of Transportation Services, addressed inquiries from Council members regarding the costs related to tree installation, the sites selected for planting and the bidding process for future tree contracts.

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

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

Mayor Moore Wolfe extended her congratulations to Consuelo Cruz on her election to the City Council and expressed gratitude to Chuck Kuhle for his dedicated service during his time on the Council.

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

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:09 p.m.

Approved _____
Kim Althoff
City Clerk



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report March 2025

The Year in Play

The total revised budget for fiscal year 2025 authorizes \$311.2 million in expenditure, against \$309.0 million in authorized revenues.

The General Fund, as a part of the revised City budget, includes General Fund revenues of \$96.12 million and expenses of \$96.12 million.

City Financial Position

The City of Decatur ended March with a total cash position of \$91.3 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$93.3 million at the end of the month before.

City cash reserves are contained in Special Revenue funds (\$10.1 million), TIF Redevelopment funds (\$2.4 million), Capital funds (\$2.6 million), Debt Service fund (\$.5 million), Internal Service funds (\$8.8 million) and Enterprise funds (\$45.8 million), which are earmarked for specific purposes and not expendable to finance the cost of basic services provided to citizens and stakeholders.

City cash position reported in \$ millions, numbers may not add due to rounding

Fund Type	Jan-25	Feb-25	Mar-25	Comment
Special Revenue	10.7	12.1	10.1	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	2.5	2.5	2.4	Debt service and redevelopment agreement obligations
Capital	4.1	2.3	2.6	Capital funding available
Debt	1.8	0.5	0.5	Debt service obligations
Internal Service	8.5	8.8	8.4	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	53.0	45.3	45.8	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	80.6	71.5	69.8	
General Fund	20.3	21.3	21.1	Basic services to citizens and stakeholders
Total City Cash	101.2	93.0	91.3	

The periodic changes in fund balance are explained by capital project transfers and debt-related transfers. The capital expenses occur at the beginning of the year, or episodically in large chunks as projects, debt payments, or purchases such as when vehicles come due. Revenue comes in monthly, so even though there is a balanced budget, fund balance will fluctuate periodically.

General Fund Position

Cash

The City General Fund ended the month with a cash position of \$21.2 million, or 82 days of cash reserve. The general fund 90-day reserve was calculated to be \$23.2 million for the FY2025 budget based on the policy of excluding capital expenses. The 90-day reserve was \$21.5 million in FY2024, based on a smaller expense budget.

The City has four funds (Transit, Central TIF, Grants, and CDBG) in a deficit cash position at the end of February, which will be reimbursed once Federal or State funding is received. The total deficit for these funds equals \$4.9 million. Transit grants receivables are \$4.2 million.

Funds with a negative cash balance are in effect funded by the General Fund since it represents unrestricted cash. In essence, the City’s General Fund cash position is at \$16.2 million, or 63 days, as temporary loans are made to these funds.

Funding the grant cash deficits highlights the need for a 90-day cash policy to fund City initiatives. GFOA (Government Finance Officers Association) fund balance policy recommends governments consider their specific circumstances and suggests that 60 days cash would be a minimum cash reserve to maintain.¹ Also, Moody’s rating agency looks for 25% to 35% of revenue for a cash reserve to maintain an Aa bond rating, which would require a cash reserve of \$22.5 million.²

General Fund

City General Fund position of revenue received versus expense incurred to date is as follows for the period.

Chart notes

1 – actual year-to-date general fund revenue and expense

2 – budget year-to-date general fund revenue and expense

3 – year-to-date percentage comparison of actual to budget

\$(000)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	19,591	19,805	-1%
Expense	23,065	22,214	4%
Surplus	(3,474)	(2,409)	

¹ GFOA Best Practices “Fund Balance Guidelines for the General Fund” - <https://www.gfoa.org/materials/fund-balance-guidelines-for-the-general-fund>

² Moody’s Ratings: Rating Methodology for US Cities and Counties - https://ma.moody.com/rs/961-KCJ-308/images/PBM_1401434.pdf?version=0

Revenue Comments

- The revenue estimates are based upon the FY2024 actual collections. For example, if 10% of a revenue was received in FY2024 in a given month, the FY2025 budgeted amounts, with certain exceptions, are budgeted to come to 10% in that same month in FY2025.
- Local and state economic indicator taxes, distributed with a 1-3 month lag between merchant collection and distribution to the city.
- The State Income Tax amounts will need to be reviewed as the year progresses, but the state's monthly revenue briefing in March anticipates an increase due to tax payments on April 15th.
- The increase to the utility tax does not go into effect until April of FY2025.
- It is too early in the year to make any predictions concerning year end revenues.

General Fund Revenue

Year-to-date position of revenue vs. budget - *Revenue numbers may not add due to rounding*

GENERAL GOV TAXES	Actual YTD	Revised Budget YTD	vs Adopted Budget	% vs Budget
PROPERTY TAX	-	-	-	
MOBILE HOME PRIVELEGE TAX	-	-	-	
STATE SALES TAX	3,951,703	3,930,164	21,539	1%
TELEPHONE UTILITY TAX	267,306	265,897	1,409	1%
FOOD & BEVERAGE TAX	1,065,337	1,041,596	23,741	2%
HOTEL AND MOTEL TAX	282,827	233,682	49,145	17%
LOCAL SALES TAX	3,712,124	3,740,817	(28,693)	-1%
AVIATION FUEL TAX	4,794	10,835	(6,041)	-126%
LOCAL USE TAX	643,706	799,895	(156,190)	-24%
AUTO RENTAL TAX	14,196	16,283	(2,087)	-15%
UTILITY TAX - ELECTRIC & GAS	1,464,204	1,196,026	268,178	18%
VIDEO GAMING TAX	583,067	564,971	18,096	3%
CABLE TV TAX	185,617	232,043	(46,426)	-25%
Sub Total	12,174,880	12,032,210	142,671	1%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	15,090	17,435	(2,345)	-16%
STATE REPLACEMENT TAX	321,432	393,069	(71,637)	-22%
STATE INCOME TAX	3,017,001	3,346,041	(329,039)	-11%
FEDERAL GRANTS	49,639	17,106	32,533	
STATE GRANTS OR OTHER	-	284	(284)	
POLICE OT REIMBURSEMENTS	16,034	10,202	5,832	36%
CANNABIS TAX	28,754	30,380	(1,626)	-6%
OPIOID TREATMENT FUNDING	-	60,750	(60,750)	
ADDI REIMBURSEMENT	4,234	-	4,234	100%
Sub Total	3,452,185	3,875,267	(423,082)	-12%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	2,359,830	2,360,845	(1,015)	0%
GENERAL GOV LICENSES/PERMITS				
Sub Total	258,435	129,637	128,798	50%
GENERAL GOV FINES/FEES				
Sub Total	261,372	266,453	(5,081)	-2%
GENERAL GOV OTHER				
Sub Total	1,085,278	1,141,348	(56,071)	-5%
General Fund Total (year-to-date)	19,591,979	19,805,760	(213,781)	-1%

Key Economic Driven General Fund Revenues vs. the Full Year Target

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year-to-date revenue received, with comparison to the full year budget and prior year revenue receipt.

	2025 Budget	2025 YTD	YTD % of budget	2024 YTD	% Change year vs year
State Sales Tax (Gen Fund)	15,112,000	3,951,703	27.3%	3,714,950	6.4%
Local Sales Tax (Gen Fund)	14,414,000	3,712,124	27.0%	3,538,161	4.9%
State Income Tax	13,910,000	3,017,001	25.8%	2,880,836	4.7%
Utility Tax (Gas/Electric)	8,444,000	1,464,204	29.3%	901,908	62.3%
Food & Beverage Tax (Gen Fund)	4,478,000	1,065,337	23.3%	995,739	7.0%
Local Use Tax	2,690,000	643,706	21.4%	785,458	-18.0%
Video Gaming Tax	2,429,000	583,067	23.0%	552,917	5.5%
State/Local Replacement Tax (Gen Fund)	1,498,000	336,522	12.9%	520,021	-35.3%
Hotel & Motel Tax	1,438,000	282,827	21.4%	204,390	38.4%
Cable TV Tax	874,000	185,617	18.0%	220,606	-15.9%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$23.0 million of a \$96.126 million revised budget.

- Departments are at about 24% of their annual spend, for the first quarter of the year.
- It is too early in the year to make any predictions concerning year end expenses.
- \$3.1 million in transfers for capital, equipment and debt were made in January for projects in progress or equipment that arrived earlier than expected.

Year-to-date position of expense vs. budget

Expense numbers may not add due to rounding

	Actual	Yearly Revised Budget	% of Budget
General Government	6,210,609	18,133,555	34%
Developmental Services	1,006,312	4,875,858	21%
Public Safety	13,008,558	61,490,984	21%
Public Works	2,848,747	11,625,603	25%
General Fund Expense	23,065,559	96,126,000	24%

Investments

City investments include approximately \$55.9 million in US Treasury Bonds and an additional \$11.5 million in the 2022 bond proceeds. The investment schedule provides the details of the investments. The investments are comprised of pooled cash and the 2022 bond proceeds. The 2022 bond will be divested out of U.S. Treasury Bonds in 2025 as the water capital projects are being completed in 2025 and early 2026 as intended with the bond proceeds.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years; the 2022 bond funds are in short term investments through 2025.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns.

Debt

Total debt at the start of FY2025:

- Total General Fund debt is \$21.2 million of General Obligation bonds and bank loans for vehicles.
- Total Water Fund debt is \$95.5 million for General Obligation bonds, a promissory note, and an IL EPA loan.
- Total Sewer Fund debt is \$30.2 million for IL EPA loans.
- Total Stormwater debt is \$2.5 million for an IL EPA loan.

All debt principal and interest payments are covered within the fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

City-Wide Revenue Tracking

City-wide Revenue received during the reporting period is \$15.2 million, with \$57.0 million year-to-date. The total is 18.4% of the revised revenue budget of \$309 million.

Property Tax for FY2024

The levy is \$16,556,406 million, excluding TIF districts. The tax rate is (non-certified estimate) 1.52483% of the (certified) EAV of \$1,122,575,182 with another \$24.55 million for the TIF districts. The City property tax levy is about 15.2% of the total property tax rate for City property owners.

The property tax revenues received by the City according to the tax levy in effect will provide the cash resources to fund City contributions to the Decatur Police Officers' and Decatur Firefighters' Pension Funds, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

The property tax revenues received in FY2025 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

City-Wide Expenditure Tracking

City-wide expenses during the reporting period were \$18.2 million and \$66.5 million year-to-date. The total is 21% of the annual revised expense budget of \$311.2 million.

Headcount Staffing Across all Funds

Full-time staffing level is 461 FTEs versus budget of 490 FTEs. There are 13 part-time and temporary employees.

Cash balances in funds of note are as follows with comment:

The Trust & Agency Fund balance is sequestered in the Decatur Police Officers' and Decatur Firefighters' Pension Funds and are not available for expenditure on other city operations.

Fund	Balance	Comment
Federal HOME	\$42,261	Federally approved programs
Federal CDBG	-\$8,538	Community Development Block Grant
State Drug Enforcement	\$423,323	Police programs
Federal Drug Enforcement	\$398,017	Police programs
Building Fund	\$147,238	R&M and capital of Library facility
Public Library	\$578,848	Operational fund of Library
Library Capital	\$202,275	Capital Expense requirements and cash reserves
Library Trust	\$47,004	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$2,746,452	Street repairs and maintenance from the local fuel tax.
Motor Fuel Tax (state)	\$4,799,908	Street repairs and maintenance from the state fuel tax.
Community Revitalization	\$375,114	Revitalization initiatives.
Capital Project	\$2,171,593	Special project reserve is contained in this fund.
Equipment Replacement	\$411,726	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$531,960	Debt payments on current debt issues
Fleet Maintenance	\$1,854,384	Repair and maintenance of City vehicle fleet
Risk Management	\$5,920,770	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$709,444	Coverage for healthcare and other benefit expenses.
Public Transit	-\$4,243,433	Operational and capital funding of the transit system
Fiber Optics	\$622,029	City investment in the next phase of a fiber optic network
Storm Water	\$4,105,359	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$15,086,628	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$6,653,538	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
Water Capital	\$3,550,354	Capital projects
Water Reserve	\$6,023,979	Cash reserves for the enterprise funds.
2022 Water Bond Fund	\$13,888,475	Bond revenues in FY22, majority will be spent in 2025.
Grant	-\$467,718	Primarily reimbursement grants



Fiscal Period Ending

Mar-25

City of Decatur

Treasurer's Financial Report

Report Distribution:

***Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk***

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: Mar-25

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	21,365,701.42	6,327,199.88	6,449,298.27	(44,815.44)		21,198,787.59	0.00	21,198,787.59	0.00
14	Special Revenue Funds PAYROLL FUND	66,601.46	0.00	0.00	452.00		67,053.46		67,053.46	
16	COMMUNITY GRANT FUND	(96,779.72)	216,168.35	70,392.81	0.00		48,995.82		48,995.82	
17	HOME FUND	44,743.28	89,946.20	92,428.82	0.00		42,260.66		42,260.66	
18	CDBG FUND	20,125.09	9,670.53	38,333.25	0.00		(8,537.63)		(8,537.63)	
22	DUATS FUND	26,375.47	208.64	2,001.90	0.00		24,582.21		24,582.21	
25	STATE DRUG ENFORCEMENT	434,545.30	4,749.20	5,580.00	(10,392.00)		423,322.50		423,322.50	
26	DUI FINES AND FEES FUND	160,549.75	4,169.93	2,245.00	0.00		162,474.68		162,474.68	
27	POLICE LAB & PROGRAMS	193,391.59	588.93	0.00	0.00		193,980.52		193,980.52	
30	FEDERAL DRUG ENFORCEMENT	417,312.54	84.57	19,380.44	0.00		398,016.67		398,016.67	
34	BUILDING FUND	695,309.27	50,074.85	598,145.72	0.00		147,238.40		147,238.40	
35	LIBRARY FUND	863,842.31	78,349.86	363,344.33	0.00		578,847.84		578,847.84	
36	MUNICIPAL BAND FUND	64,051.51	1,902.56	7.00	0.00		65,947.07		65,947.07	
37	FOREIGN FIRE INSURANCE FUND	366,967.16	553.84	27,307.03	0.00		340,213.97		340,213.97	
42	LOCAL STREETS & ROADS	3,149,545.81	136,458.93	539,552.92	0.00		2,746,451.82		2,746,451.82	
46	MOTOR FUEL TAX FUND	5,094,376.95	392,296.41	686,765.63	0.00		4,799,907.73		4,799,907.73	
58	LIBRARY CAPITAL	201,527.69	747.20	0.00	0.00		202,274.89		202,274.89	
59	LIBRARY TRUST FUNDS	46,430.93	1,179.68	606.72	0.00		47,003.89		47,003.89	
84	COMMUNITY REVITALIZATION	393,298.43	26,445.32	44,629.91	0.00		375,113.84		375,113.84	
85	GRANT FUND	(69,719.81)	0.00	397,997.72	0.00		(467,717.53)		(467,717.53)	
	Total Special Revenue Funds	12,072,495.01	1,013,595.00	2,888,719.20	(9,940.00)	0.00	10,120,377.35	0.00	10,187,430.81	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	0.00	0.00	0.00	0.00		0.00		0.00	
120	CENTRAL TIF	(227,325.37)	0.00	0.00	0.00		(227,325.37)		(227,325.37)	
21	WABASH CROSSING TIF	1,332,374.77	3,381.80	41,128.75	0.00		1,294,627.82		1,294,627.82	
23	EASTGATE TIF FUND	583,640.10	20,217.71	0.00	0.00		603,857.81		603,857.81	
24	SOUTHSIDE TIF FUND	313,608.92	776.80	0.00	0.00		314,385.72		314,385.72	
28	PINES SHOPPING CENTER TIF	114,159.41	3,300.16	0.00	0.00		117,459.57		117,459.57	
29	GRAND & OAKLAND TIF	310,622.94	6,412.87	0.00	0.00		317,035.81		317,035.81	
	Total TIF & Redevelpmnt Funds	2,427,080.77	34,089.34	41,128.75	0.00	0.00	2,420,041.36	0.00	2,420,041.36	0.00
40	Capital Funds PEG CAPITAL FUND	56,740.89	142.59	0.00	0.00		56,883.48		56,883.48	
45	CAPITAL PROJECT FUND	2,140,102.25	14,760.53	(16,729.90)	0.00		2,171,592.68		2,171,592.68	0.00
61	EQUIPMENT REPLACEMENT	153,616.80	609,725.08	351,615.69	0.00		411,726.19		411,726.19	
	Total Capital Funds	2,350,459.94	624,628.20	334,885.79	0.00	0.00	2,640,202.35	0.00	2,640,202.35	0.00

City of Decatur
Treasurer's Cash Report

Month of: Mar-25

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	518,523.98	13,435.68	0.00	0.00		531,959.66		531,959.66	0.00
60	Internal Service Funds FLEET MAINTENANCE	1,744,540.05	289,332.38	179,488.06	0.00		1,854,384.37		1,854,384.37	
64	RISK MANAGEMENT	5,628,632.80	320,518.69	28,381.16	0.00		5,920,770.33		5,920,770.33	
65	INSURANCE FUND	1,458,419.68	1,131,099.46	1,880,074.70	0.00		709,444.44		709,444.44	
	Total Internal Service Funds	8,831,592.53	1,740,950.53	2,087,943.92	0.00	0.00	8,484,599.14	0.00	8,484,599.14	0.00
70	Enterprise Funds TRANSIT	(3,910,256.49)	611,657.64	944,884.08	50.00		(4,243,432.93)		(4,243,432.93)	
77	FIBER OPTICS	622,054.35	8,057.86	8,083.00	0.00		622,029.21		622,029.21	
78	STORM WATER	4,009,805.81	209,776.21	114,222.56	0.00		4,105,359.46		4,105,359.46	
79	SEWER FUND	15,313,577.41	753,586.38	980,535.37	0.00		15,086,628.42		15,086,628.42	
80	WATER FUND	5,127,021.24	2,981,266.25	1,439,784.85	(14,964.70)		6,653,537.94		6,653,537.94	
81	WATER CAPITAL	3,912,824.02	33,604.75	396,074.64	0.00		3,550,354.13		3,550,354.13	0.00
86	WATER RESERVE	6,023,978.90	0.00	0.00	0.00		6,023,978.90		6,023,978.90	
88	RECYCLING PROGRAM	173,807.20	72,993.35	62,635.88	0.00		184,164.67		184,164.67	
89	2022 WATER BOND FUND	14,475,366.14	27,384.67	614,275.32	0.00		2,406,868.59	11,481,606.90	13,888,475.49	
	Total Enterprise Funds	45,748,178.58	4,698,327.11	4,560,495.70	(14,914.70)	0.00	34,389,488.39	11,481,606.90	45,871,095.29	0.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	3,168,327.05	205,912.43	887,310.14	(19.02)		2,486,910.32		2,486,910.32	
90	FIRE PENSION INVESTMENTS	104,047,124.88	137,004.40	8,082.39	19.02			104,176,065.91	104,176,065.91	
	TOTAL FIRE PENSION	107,215,451.93	342,916.83	895,392.53	0.00	0.00	2,486,910.32	104,176,065.91	106,662,976.23	
91	POLICE PENSION FUND CASH	2,373,601.90	224,157.69	1,023,358.71	0.00		1,574,400.88		1,574,400.88	
91	POLICE PENSION INVESTMENTS	141,140,346.03	254,220.85	14,149.77	0.00			141,380,417.11	141,380,417.11	
	TOTAL FIRE PENSION	143,513,947.93	478,378.54	1,037,508.48	0.00	0.00	1,574,400.88	141,380,417.11	142,954,817.99	
	Total Trust & Agency Funds	250,729,399.86	821,295.37	1,932,901.01	0.00	0.00	4,061,311.20		249,617,794.22	0.00
	Total City Funds	344,043,432.09	15,273,521.11	18,295,372.64	(69,670.14)	0.00	83,846,767.04	11,481,606.90	340,951,910.42	
Memorandum Items										
	Pooled Cash Investments							56,145,263.72	56,145,263.72	
	City Funds ex Trust & Agency	93,314,032.23	14,452,225.74	16,362,471.63	(69,670.14)	0.00	79,785,455.84	67,626,870.62	91,334,116.20	0.00

City of Decatur
City Treasurer's Financial Report
Grant Tracking Schedule

Period Ending: Mar-25

Grant ID	Div	Grant Name	Expiration	State	Federal	Status	Grant Amount
	Executive/Police/Public Works	COMMUNITY VIOLENCE PREVENTION (TURNER)	6/30/2025	X		ACTIVE	1,000,000
	Executive	COMMUNITY VIOLENCE PREVENTION (TURNER) Cont'd	6/30/2025	X		ACTIVE	500,000
	Executive	DCEO 23-203058	7/31/2025	X		ACTIVE	3,000,000
	Executive	DCEO 23-203059	7/31/2025	X		ACTIVE	3,000,000
	Executive	USDA Forest Service Urban and Community Forestry Inflation Reduction Act	2028		X	ACTIVE	750,000
	Executive/Library	EECBG - Equipment Rebate Program	4/1/2025		X	ACTIVE	131,690
C2017	54 Neighborhood Revitalization	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2024	X		ACTIVE	1,262,151
C2018	54 Neighborhood Revitalization	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2025	X		ACTIVE	1,378,744
C2019	54 Neighborhood Revitalization	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2026	X		ACTIVE	1,411,581
C2020	54 Neighborhood Revitalization	B-20-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2027	X		ACTIVE	1,417,995
C2021	54 Neighborhood Revitalization	B-21-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2028	X		ACTIVE	1,420,946
C2022	54 Neighborhood Revitalization	B-22-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2029	X		ACTIVE	1,374,790
C2023	54 Neighborhood Revitalization	B-23-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2030	X		ACTIVE	1,319,714
CCV19	54 Neighborhood Revitalization	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION	9/21/2026		X	ACTIVE	1,292,894
H2016	54 Neighborhood Revitalization	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2024		X	ACTIVE	327,118
H2017	54 Neighborhood Revitalization	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2025		X	ACTIVE	330,899
H2018	54 Neighborhood Revitalization	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP	9/1/2026		X	ACTIVE	444,741
H2019	54 Neighborhood Revitalization	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2027		X	ACTIVE	425,163
H2020	54 Neighborhood Revitalization	M-20-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2028		X	ACTIVE	431,353
H2021	54 Neighborhood Revitalization	M-21-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2029		X	ACTIVE	413,549
H2022	54 Neighborhood Revitalization	M-22-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2030		X	ACTIVE	497,298
H2023	54 Neighborhood Revitalization	M-23-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2031		X	ACTIVE	466,119
H2024	54 Neighborhood Revitalization	M-24-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2032		X	ACTIVE	372,082
HOME-AR	54 Neighborhood Revitalization	M-21-MP-17-0203 HOME - American Rescue Plan	9/30/2030		X	ACTIVE	1,497,384
HRAP	54 Neighborhood Revitalization	HOME REPAIR & ACCESSIBILITY PROGRAM	9/30/2030	X		ACTIVE	400,000
	54 Planning	BROWNFIELDS COMMUNITY-WIDE ASSESSMENT GRANT	9/30/2028		X	ACTIVE	500,000
	54 Planning	24-1009/1437-33246	12/31/2024	X		ACTIVE	430,038
	54 Planning	25-1009-1437-40509	12/31/2025	X		ACTIVE	502,783
	65 police	2021-23 BVP	12/31/2023		X	closed	28,400
	65 Police	2023-25 BVP	12/31/2025		X	ACTIVE	29,800
	65 Police	2024-26 BVP	12/31/2026		X	ACTIVE	20,439
	65 Police	15PBIA-21-GG-01457-JAGX	9/30/2024		X	closed	34,099
	65 Police	15PBIA-22-GG-02558-JAGX	9/30/2025		X	ACTIVE	36,081
	65 Police	ILETSB RECRUITMENT AND RETENTION GRANT	6/30/2025	X		ACTIVE	100,000
	65 Police	15PBIA-23-GG-03383-JAGX	9/30/2026		X	ACTIVE	42,876
	65 Police	BJA FY24 JAG LOCAL Opportunity: O-BJA-2024-172239 F	9/30/2027		X	SUBMITTED	58,510
	65 Police	202-24 IDOT Step	9/30/2024	X		closed	53,328
	65 Police	2024-25 IDOT Step	9/30/2025	X		ACTIVE	54,448
	65 Police	2024-26 BVP			X	ACTIVE	20,493
	65 Police	ILETSB RECRUITMENT AND RETENTION GRANT	6/30/2027	X		SUBMITTED	300,000
9334	82 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W		X		ACTIVE	2,006,014
9335	82 Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP			X	ACTIVE	44,000,000
9336	82 Public Works	6WGWY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLI	2025	X		ACTIVE	19,950,000
	82 Public Works	FRA CRISI			X	ACTIVE	2,000,000
	82 Public Works	STATE FUND COMMITMENT - BRUSH COLLEGE GRADE SEPERATION			X	ACTIVE	1,500,000
	82 Public Works	MULTIMODAL TRANSPORTATION BOND FUND (ICC)	2025	X		ACTIVE	6,000,000
	82 Public Works	Norfolk Southern	2025	X		ACTIVE	1,000,000
	82 Public Works	Lead Service Line Inventory	11/1/2024	X		ACTIVE	50,000
	82 Public Works	Lead Service Line Inventory (Round 4)	11/1/2025	X		ACTIVE	50,000
	82 Public Works	Public Water System Energy Efficiency Program	8/31/2026		X	SUBMITTED	500,000
	82 Public Works	Pride of the Prairie Food Waste Composting Plan	9/30/2025	X		ACTIVE	59,362
	82 Public Works	RCPP Project Lake Decatur Water Quality Initiative	4/12/2028		X	ACTIVE	2,314,935
	82 Public Works	Regional Site Readiness Program-Capital Ready	5/30/2026	X		ACTIVE	2,918,000
	82 Public Works	Regional Site Readiness Program-Planning	12/31/2025	X		ACTIVE	149,500
	82 Public Works	Rt 51 Lane Reduction/Multiuse Path/ITEP	7/16/1905		X		2,000,000
	82 Public Works	Section 319- Non-Point Pollution Control Financial Assistance Program	6/14/2025	X		ACTIVE	250,003
	700 Mass Transit	EV Readiness Plan	2/28/2025		X	ACTIVE	240,000
	700 Mass Transit	CAP-22-1176-ILL	4/1/2028	X		ACTIVE	1,000,000
	700 Mass Transit	CAP-22-1221-ILL	4/1/2028	X		ACTIVE	2,760,000
	700 Mass Transit	CAP-23-1257-ILL	11/30/2028	X		ACTIVE	3,750,000
	700 Mass Transit	CAP-23-1529-ILL	11/30/2028	X		ACTIVE	290,000
	700 Mass Transit	CAP-23-1528-ILL	11/30/2028		X	ACTIVE	1,850,000
SC20	700 Mass Transit	CAP-21-40-1141-ILL #pend CAPITAL GRANT	12/31/2025		X	ACTIVE	1,140,000
	700 Mass Transit	IL-2020-010-01	3/30/2025		X	ACTIVE	412,270
	700 Mass Transit	IL-2020-020-00	3/30/2027		X	ACTIVE	6,168,433
	700 Mass Transit	IL-2022-011-00	9/30/2027		X	ACTIVE	291,000
	700 Mass Transit	IL-2022-015-02	3/30/2027		X	ACTIVE	5,734,880
	700 Mass Transit	IL-2022-028-01	3/30/2028			ACTIVE	3,374,140
	700 Mass Transit	FTA FY2022 Low-No	3/30/2029			ACTIVE	16,800,000
	700 Mass Transit	FHWA 693JJ32440404 CFDA 20.939	3/30/2029		X	ACTIVE	300,000
	700 Mass Transit	Thriving Communities	3/30/2025		X	ACTIVE	
	700 Mass Transit	1274-2024-2	3/30/2029		X	ACTIVE	2,500,000
	700 Mass Transit	OP-25-47-IL Operating Grant	6/30/2028	X		ACTIVE	13,379,000
	700 Mass Transit	1274-2024-3	3/31/2028		X	ACTIVE	3,454,838
	700 Mass Transit	FY2022 CVP	6/30/2028	X		ACTIVE	796,000
	700 Mass Transit	FY24 IDOT SPF-Planning Grant for Intercity Bus & Rail		X		ACTIVE	220,000
	700 Mass Transit	24-DG-11094200-324	8/28/2029			ACTIVE	750,000
	700 Mass Transit	CFS5:532-10-3234 IL EPA CEJA	6/30/2030	X		ACTIVE	1,000,000
Total							178,035,881
Active							177,242,987

Treasurer's Investment Report

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2024	BTD Interest Received	CP Accrual Balance
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	-	-	-		16,903.13	45,188.48	0.00
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.820%	-						
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.810%	-						
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	-	-			9,375.00	35,583.56	0.00
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	-	-	-	10,937.50	10,937.50	43,215.01	0.00
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	-	-	-	4,562.50	4,562.50	18,250.00	0.00
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,246,075.00			7,057.15	1,968.24
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	993,310.00			3,901.10	837.91
US Treasury Bond	Jun-Dec	06/30/25	0.25000%	4.600%	1,200,000.00	1,155,843.75	1,188,036.00			1,116.85	754.14
US Treasury Bond	Jan-July	07/31/25	0.25000%	4.550%	1,200,000.00	1,152,234.38	1,183,908.00		1,500.00	1,369.57	497.23
US Treasury Bond	Mar - Sep	09/30/25	0.25000%	5.090%	1,250,000.00	1,138,867.19	1,225,787.50	1,562.50	1,562.50	4,542.35	8.54
US Treasury Bond	May - Nov	11/30/25	0.37500%	4.380%	2,200,000.00	2,090,773.44	2,145,770.00			2,389.35	2,765.11
US Treasury Bond	Jan-July	01/31/26	0.37500%	4.600%	1,250,000.00	1,152,929.69	1,211,975.00		2,343.75	4,417.07	776.94
US Treasury Bond	Feb - Aug	02/15/26	1.62500%	4.530%	1,025,000.00	970,306.64	1,003,126.50		8,328.13	15,649.56	2,070.53
US Treasury Bond	Feb - Aug	02/28/26	0.50000%	4.730%	1,250,000.00	1,152,539.06	1,209,900.00		3,125.00	5,944.29	543.48
US Treasury Bond	Mar - Sep	03/31/26	0.75000%	4.570%	2,000,000.00	1,855,000.00	3,702,561.75	7,462.59	7,462.59	15,085.54	78.39
US Treasury Bond	Mar - Sep	03/31/26	0.75000%	4.060%	1,825,000.00	1,766,542.96					
US Treasury Bond	Apr-Oct	04/30/26	0.75000%	4.760%	1,250,000.00	1,157,421.88	1,206,762.50			4,279.89	3,936.46
US Treasury Bond	Apr-Oct	04/30/26	2.37500%	4.970%	1,250,000.00	1,188,916.01	1,228,100.00			14,843.75	12,465.48
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.930%	1,250,000.00	1,151,562.50	10,111,185.00			35,092.21	26,394.27
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.700%	5,250,000.00	4,868,759.77					
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.730%	4,000,000.00	3,709,531.25					
US Treasury Bond	Jan-July	06/30/26	1.87500%	4.430%	1,250,000.00	1,190,673.83	1,217,925.00			10,699.73	5,891.75
US Treasury Bond	Feb - Aug	08/15/26	1.50000%	3.910%	1,250,000.00	4,561,708.99	4,593,962.50		35,625.00	29,898.10	8,857.04
US Treasury Bond	Feb - Aug	08/15/26	1.50000%	3.570%	3,500,000.00						
US Treasury Bond	Mar - Sep	09/30/26	0.87500%	3.950%	1,250,000.00	1,178,320.30	1,194,487.50	5,468.75	5,468.75	54,202.98	29.89
US Treasury Bond	Apr-Oct	10/31/26	1.12500%	4.280%	5,725,000.00	8,212,576.18	8,349,737.75			(3,855.14)	41,214.81
US Treasury Bond	Apr-Oct	10/31/26	1.12500%	4.270%	3,000,000.00						
US Treasury Bond	May - Nov	11/30/26	1.50000%	4.250%	6,250,000.00	7,563,092.58	7,666,451.10			(3,830.02)	33,558.38
US Treasury Bond	May - Nov	11/30/26	1.50000%	4.210%	1,760,000.00						
US Treasury Bond	Jun-Dec	12/31/26	1.12500%	4.260%	3,005,000.00	2,836,320.90	2,870,015.40		(1,660.22)	(1,660.22)	9,442.52
US Treasury Bond	Jan-July	01/31/27	1.50000%	4.410%	1,250,000.00	1,185,302.74	1,196,875.00		(984.12)	(984.12)	3,107.74
US Treasury Bond	Feb - Aug	02/28/27	1.62500%	4.030%	1,250,000.00	1,200,000.00	1,203,325.00	(1,146.40)	(1,146.40)	(1,146.40)	2,038.04
Federated US Treasury Cash Reserves		Liquid			1,617,143.19	1,617,143.19	1,780,169.28	4,786.22	14,429.51		5,789.20
Total Investment(s)					59,557,143.19	56,145,263.72	57,729,445.78	33,633.66	117,832.62	341,250.64	163,026.09

Journal Entry							
Pooled Cash	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	-	(11,299.28)					(11,299.28)
Gain/Loss from sale of bond	173,046.87	348,491.41				-	348,491.41
Interest (Income)	33,633.66	117,832.62				-	117,832.62
	206,680.53	455,024.75	-	-	-	-	455,024.75

Water Capital Bond
Account # 1001027214

Treasurer's Investment Report
Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2024	BTD Interest Received	CP Accrual Balance
US Treasury Bill Zero	Jan-Jul	1/9/2025	2.513%	5.180%	-	-	-		73,544.98	73,544.98	0.00
US Treasury Bill Zero	Feb-Aug	2/13/2025	2.479%	5.040%	-	-	-		48,387.33	48,387.33	0.00
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/30/2025	0.250%	4.890%	3,000,000.00	2,871,328.13	2,970,090.00			3,423.91	10,251.96
US Treasury Bill Zero	Feb-Aug	8/14/2025	2.110%	4.320%	2,000,000.00	1,958,668.04	1,958,668.04				1,885.35
United States Treasury Note/Bond .875% 30 Sep 2026	Mar-Sep	9/30/2026	0.875%	3.960%	3,000,000.00	2,826,328.12	2,866,770.00	13,125.00	13,125.00	12,331.73	71.73
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					3,825,282.61	3,825,282.61	3,851,225.67	13,696.72	27,484.52		13,734.02
Total Investment(s)					11,825,282.61	11,481,606.90	11,646,753.71	26,821.72	162,541.83	137,687.95	25,943.06
GRAND TOTALS:					71,382,425.80	67,626,870.62	69,376,199.49	60,455.38	280,374.45	478,938.59	188,969.15

Journal Entry									
Water Capital Bond	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked		
Fees	-	(2,301.39)					(2,301.39)		
Gain/Loss from sale of bond									
Interest (Income)	26,821.72	162,541.83				26,821.72	135,720.11		162,541.83
	26,821.72	160,240.44	-	-	-	26,821.72	133,418.72		

*Coupon rate for Treasury Bill Zero is the difference between Par Value and Cost divided by Cost

Bond Issuance	2022
Par Value of Bonds	24,840,000
Premium	542,055
Total Source of Funds	25,382,055
Total Use of Funds	25,382,055
Cost of issuance	378,149
Bond Proceeds	25,003,906

Fund Description Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds

Debt Issue GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects

Project The water and sewer sustainability initiative is the first phase of a multi phase long term capital project to secure cost efficient operation, infrastructure improvements, and long-term sustainability of the city's water and sewer utilities. The initial \$133 million project investment will span 5 years with completion envisioned in 2026. Water Utility projects include, but are not limited to, South Water Treatment Plant clarifier conversion, water main replacements, treatment plant chemical system upgrade, and other projects. Sewer Utility projects include replacement of main line sanitary sewer segments within the city.

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	
Revenues													
Bond Proceeds				25,382,055	-	-	-	-	-	-	-	-	25,382,055
Interest/Investment Income				-	-	-	-	-	8,487	25,354	17,704	20,856	72,401
Expenditures													
Transfer out of old proceeds	transfer to water fund 80 for debt service			217,329	-	-	-	-	-	-	-	-	217,329
Bond Insurance Costs				378,149	-	-	-	-	-	-	-	-	-
Water/Sewer improvements				-	-	-	-	-	-	37,890	55,230	29,911	123,031
Total Expenditures	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	24,953,276	

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885	23,948,967	
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	40,532	20,046	4,848	33,896	45,335	17,548	60,167	54,338	9,332	13,431	11,567	11,503	322,542
Gain/Loss on Investments	-	-	54,531	38,906	49,141	54,297	57,188	-	-	-	-	-	254,062
Expenditures													
Transfer out of old proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond Insurance Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc.	-	-	-	-	-	-	12,232	-	-	4,167	-	-	16,399
Water/Sewer improvements	55,798	-	367,487	1,200	209,137	143,000	131,990	131,686	244,444	246,784	21,484	57,997	1,611,008
Total Expenditures	55,798	-	367,487	1,200	209,137	143,000	144,222	131,686	244,444	250,951	21,484	57,997	1,627,407
Ending cash available	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885	23,948,967	23,902,474	

Actual Bond Spend Activity in Fiscal year 2024	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	23,902,474	24,020,638	24,044,589	24,111,673	18,673,109	17,968,316	18,179,847	17,734,794	16,749,077	16,578,171	16,612,437	16,595,787	
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	22,273	42,695	22,538	31,828	24,924	40,445	53,327	69,440	31,359	68,020	5,700	8,692	421,242
Gain/Loss on Investments	117,215	-	81,094	146,133	175,500	185,000	93,906	56,094	-	-	-	-	854,941
Expenditures													
Transfers	-	-	-	5,600,000	-	-	-	-	-	-	-	-	5,600,000
Bond Insurance Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc.	4,225	-	-	4,277	-	-	-	3,517	-	2,276	-	-	14,295
Water/Sewer improvements	17,099	18,744	36,548	12,247	905,218	13,914	592,286	1,107,734	202,265	31,478	22,350	484,707	3,444,589
Total Expenditures	21,324	18,744	36,548	5,616,524	905,218	13,914	592,286	1,111,251	202,265	33,754	22,350	484,707	9,058,884
Ending cash available	24,020,638	24,044,589	24,111,673	18,673,109	17,968,316	18,179,847	17,734,794	16,749,077	16,578,171	16,612,437	16,595,787	16,119,773	

Actual Bond Spend Activity in Fiscal year 2025	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	16,119,773	14,851,053	14,475,366	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	77,924	60,189	27,385	-	-	-	-	-	-	-	-	-	165,497
Gain/Loss on Investments	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures													
Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond Insurance Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc.	2,301	-	-	-	-	-	-	-	-	-	-	-	2,301
Water/Sewer improvements	1,344,342	435,876	614,275	-	-	-	-	-	-	-	-	-	2,394,493
Total Expenditures	1,346,644	435,876	614,275	-	-	-	-	-	-	-	-	-	2,396,795
Ending cash available	14,851,053	14,475,366	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	13,888,475	

City of Decatur
City Treasurer's Financial Report
General Fund Summary

Period Ending: Mar-25

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget
REVENUE														
Actual	6,878,961	6,385,818	6,327,200										19,591,979	
Budget Projection	6,093,590	6,876,019	6,836,150										19,805,760	96,126,000
Vs budget in month	785,371	(490,201)	(508,950)	-	-	-	-	-	-	-	-	-		
Vs budget to date	785,371	295,170	(213,781)	-	-	-	-	-	-	-	-	-	(213,781)	
EXPENSE														
Personnel Expense														
Actual	6,009,450	4,009,079	4,116,290										14,134,818	
Budget Projection	6,359,326	4,302,267	4,302,267										14,963,859	68,275,171
Vs budget in month	(349,876)	(293,188)	(185,977)	-	-	-	-	-	-	-	-	-		71%
Vs budget to date	(349,876)	(643,064)	(829,041)	-	-	-	-	-	-	-	-	-	(829,041)	of GF Expense
Operating Expense														
Actual	5,166,511	1,431,221	2,333,009										8,930,740	
Budget Projection	2,062,487	3,409,420	1,778,701										7,250,608	27,850,829
Vs budget in month	3,104,024	(1,978,199)	554,308	-	-	-	-	-	-	-	-	-		29%
Vs budget to date	3,104,024	1,125,825	1,680,132	-	-	-	-	-	-	-	-	-	1,680,132	of GF Expense
TOTAL EXPENSE														
Actual	11,175,961	5,440,300	6,449,298	-	-	-	-	-	-	-	-	-	23,065,559	
Budget Projection	8,421,813	7,711,687	6,080,968	-	-	-	-	-	-	-	-	-	22,214,467	96,126,000
Vs budget in month	2,754,148	(2,271,387)	368,331	-	-	-	-	-	-	-	-	-		
Vs budget to date	2,754,148	482,761	851,091	-	-	-	-	-	-	-	-	-	851,091	
Surplus / (Deficit)														
Actual	(4,297,000)	945,519	(122,098)	-	-	-	-	-	-	-	-	-	(3,473,580)	
Budget Projection	(2,328,223)	(835,667)	755,183	-	-	-	-	-	-	-	-	-	(2,408,707)	-
Vs budget in month	(1,968,777)	1,781,186	(877,281)	-	-	-	-	-	-	-	-	-		
Vs budget to date	(1,968,777)	(187,591)	(1,064,872)	-	-	-	-	-	-	-	-	-	(1,064,872)	
Beginning Cash Balance														
Actual	17,959,193	20,374,542	21,365,701	-	-	-	-	-	-	-	-	-		
Budget Projection	6,712,350	45,640	(44,815)											
Ending Cash Balance	20,374,542	21,365,701	21,198,788	-	-	-	-	-	-	-	-	-		

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: Mar-25

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10	-	-	-										-	12,713,000	0%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-	-										-	14,000	0%
301201	STATE SALES TAX	10	1,334,416	1,225,663	1,391,624										3,951,703	15,112,000	26%
301202	TELEPHONE UTILITY TAX	10	82,205	86,619	98,482										267,306	1,075,000	25%
301203	FOOD & BEVERAGE TAX	10	414,474	323,102	327,761										1,065,337	4,478,000	24%
301204	HOTEL AND MOTEL TAX	10	113,570	79,884	89,373										282,827	1,438,000	20%
301205	LOCAL SALES TAX	10	1,280,479	1,121,386	1,310,260										3,712,124	14,414,000	26%
301206	AVIATION FUEL TAX	10	1,558	1,682	1,554										4,794	35,000	14%
301207	LOCAL USE TAX	10	130,653	227,296	285,756										643,706	2,690,000	24%
301208	AUTO RENTAL TAX	10	4,974	4,296	4,926										14,196	65,000	22%
301209	UTILITY TAX - ELECTRIC & GAS	10	489,672	477,955	496,577										1,464,204	8,444,000	17%
301210	VIDEO GAMING TAX	10	195,545	200,877	186,645										583,067	2,429,000	24%
301302	CABLE TV TAX	10	8,826	176,790	-										185,617	874,000	21%
Sub Total			4,056,373	3,925,550	4,192,957	-	-	-	-	-	-	-	-	-	12,174,880	63,781,000	19%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	1,051	-	14,039										15,090	45,000	34%
302104	STATE REPLACEMENT TAX	10	227,638	-	93,794										321,432	1,453,000	22%
302105	STATE INCOME TAX	10	1,288,720	1,052,777	675,504										3,017,001	13,910,000	22%
302106	FEDERAL GRANTS	10	-	-	49,639										49,639	200,000	25%
302107	STATE GRANTS OR OTHER	10	-	-	-										-	100,000	0%
302114	POLICE OT REIMBURSEMENTS	10	12,081	-	3,953										16,034	58,000	0%
302121	CANNABIS TAX	10	9,927	9,313	9,514										28,754	119,000	0%
302126	OPIOID TREATMENT FUNDING	10	-	-	-										-	243,000	-
308879	ADDI REIMBURSEMENT	10	-	-	4,234										4,234	-	-
Sub Total			1,539,417	1,062,090	850,678	-	-	-	-	-	-	-	-	-	3,452,185	16,128,000	21%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	238,978	238,978	238,978										716,933	2,867,730	25%
303608	RISK & EE BENEFIT SERVICES	10	23,431	23,431	23,431										70,293	281,172	25%
303621	ADMIN SERVICES	10	247,357	247,357	247,357										742,071	2,968,288	25%
303622	PUBLIC WORKS SERVICES	10	134,803	134,803	134,803										404,409	1,617,634	25%
303626	BLDG INSPECTION SERVICES	10	7,388	7,388	7,388										22,164	88,656	25%
303628	SEWER FUND-EPA	10	33,025	33,025	33,025										99,075	396,300	25%
306700	IT SERVICES	10	34,685	34,685	34,685										104,055	416,219	25%
306707	CDBG PERSONNEL/EXP REIMB	10	(205,132)	293,882	22,148										110,899	472,000	23%
306751	HOME PERSONNEL/EXP REIMB	10	4,437	12,534	2,743										19,714	150,000	13%
306753	DUATS PERSONNEL/EXP REIMB	10	42,920	-	-										42,920	62,000	69%
306762	TRANSFER FROM COM. GRANTS	10	9,397	12,884	5,016										27,298	1,800	1517%
Sub Total			571,289	1,038,967	749,574	-	-	-	-	-	-	-	-	-	2,359,830	9,321,799	25%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	1,080	1,225	1,300										3,605	12,000	30%
304302	GARBAGE HAULERS	10	-	-	200										200	10,000	2%
304303	CONTRACTOR LICENSES	10	5,300	1,650	1,400										8,350	24,000	35%
304304	LIQUOR LICENSES	10	1,384	1,031	-										2,415	627,000	0%
304307	OTHER LICENSES	10	34,685	6,947	30,850										72,482	315,000	23%
304401	BUILDING PERMITS	10	81,741	47,284	42,357										171,382	760,000	23%
Sub Total			124,190	58,137	76,107	-	-	-	-	-	-	-	-	-	258,435	1,748,000	15%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

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Period Ending: Mar-25

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	174	697	465										1,336	6,000	22%
303302	PARKING LOT 1	10	1,140	663	1,534										3,337	14,000	24%
303306	PARKING LOT 10	10	178	87	267										531	6,000	9%
303308	GARAGE C	10	1,440	190	1,855										3,485	29,000	12%
303310	RESIDENTIAL PARKING	10	-	120	60										180	7,000	3%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,385	1,108	1,999										4,491	28,000	16%
304490	ADMIN COURT FINES	10	2,742	5,308	3,512										11,562	71,000	16%
305500	ADMINISTRATIVE COURT FEES	10	2,081	3,074	1,820										6,975	42,000	17%
305501	COURT FINES	10	15,663	12,616	10,231										38,510	166,000	23%
305502	BOOT FEE	10	140	420	315										875	1,000	88%
305503	WEED CUTTING FEES	10	3,211	1,128	3,972										8,312	39,000	21%
305505	ILLEGAL USE OF VEHICLE	10	23,250	26,750	31,950										81,950	356,000	23%
305506	OVERTIME PARKING FEES	10	7,690	8,917	11,065										27,672	70,000	40%
305507	VARIANCE AND ZONING	10	445	-	400										845	5,000	17%
305513	OTHER FINES AND FEES	10	11,894	10,233	6,243										28,369	99,000	29%
305516	PET CITATIONS	10	6,086	2,604	5,090										13,780	56,000	25%
305520	TRASH & CLEAN UP FINES	10	5,690	7,950	13,121										26,761	111,000	24%
305522	BACKGROUND CHECK FEES	10	200	1,080	1,120										2,400	5,000	48%
	Sub Total		83,410	82,944	95,018	-	-	-	-	-	-	-	-	-	261,372	1,111,000	24%
INVESTMENT																	
307101	INTEREST INCOME	10	10,333	9,100	8,530										27,963	180,000	16%
307141	INVESTMENT INCOME	10	30,373	27,381	50,299										108,052	280,000	39%
	Sub Total	10	40,706	36,481	58,828	-	-	-	-	-	-	-	-	-	136,015	460,000	30%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759										230,278	921,000	25%
303415	PROFESSIONAL STANDARDS	10	-	-	-										-	1,000	0%
303510	ELECTRIC AGGREGATION ADMIN	10	-	-	-										-	25,000	0%
308801	RENTAL OF CITY PROPERTY	10	2,544	843	843										4,230	7,000	60%
308803	SALE OF OTHER PROPERTY	10	-	1,079	-										1,079	10,000	11%
308810	DAMAGE TO CITY PROPERTY	10	160	-	-										160	43,000	0%
308814	INVENTORY REIMBURSEMENTS	10	-	410	9,919										10,329	-	-
308817	NOISE ORDINANCE FINES	10	-	1,238	-										1,238	-	-
308890	REIMBURSEMENT OF EXPENSE	10	-	-	6,897										6,897	10,000	69%
308898	BANK RECONCILIATION ADJ	10	-	2	2										4	-	-
308899	MISCELLANEOUS INCOME	10	270,931	5,191	3,824										279,946	72,201	388%
	Sub Total	10	350,395	85,522	98,244	-	-	-	-	-	-	-	-	-	534,161	1,089,201	49%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	4,185	-										4,185	36,000	12%
302404	POLICE TRAINING REIMBURSEMENT	10	-	-	-										-	284,000	-
	Sub Total	10	-	4,185	-	-	-	-	-	-	-	-	-	-	4,185	320,000	1%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	0.00	-	67,854										67,854	684,000	10%
310010	FIRE PROGRAMS	10	160.00	280	320										760	26,000	3%
	Sub Total		160	280	68,174	-	-	-	-	-	-	-	-	-	68,614	710,000	10%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	200	-	2,700										2,900	20,000	15%
305514	POLICE RECORDS	10	326	474	371										1,171	16,000	7%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	2,500	500	1,500										4,500	10,000	45%
	Sub Total		3,026	974	4,571	-	-	-	-	-	-	-	-	-	8,571	46,000	19%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-										-	458,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	458,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	38,021	38,021	-										76,043	156,000	49%
	Sub Total		38,021	38,021	-	-	-	-	-	-	-	-	-	-	76,043	156,000	49%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	53,497	34,967	75,768										164,231	552,000	30%
303606	WATER STREET CUTS	10	18,478	17,698	57,281										93,457	245,000	38%
	Sub Total		71,974	52,665	133,049	-	-	-	-	-	-	-	-	-	257,688	797,000	32%
	General Fund Total		6,878,961	6,385,818	6,327,200	-	-	-	-	-	-	-	-	-	19,591,979	96,126,000	20%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: Mar-25

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Other Funds																
COMMUNITY GRANT	16	75,000	-	216,168										291,168	762,000	38%
HOME PROGRAM	17	244,608	19,313	89,946										353,868	3,929,083	9%
CDBG	18	15,224	733,683	9,671										758,578	4,103,800	18%
WABASH CROSSING TIF	21	2,401	2,064	3,382										7,847	400,000	2%
DUATS	22	9,452	138,788	209										148,449	444,500	33%
EASTGATE TIF	23	19,700	19,593	20,218										59,510	389,000	15%
SOUTHSIDE TIF	24	547	470	777										1,794	81,500	2%
STATE DRUG ENFORCEMENT	25	180	46,554	4,749										51,483	103,700	50%
DUI COURT FINES	26	1,751	499	4,170										6,419	107,600	6%
POLICE PROGRAMS/LAB	27	343	295	589										1,227	5,800	21%
PINES SHOPPING CENTER TIF	28	3,232	3,213	3,300										9,745	100,000	10%
GRAND & OAKLAND TIF	29	6,153	6,099	6,413										18,665	220,600	8%
FEDERAL DRUG ENFORCEMENT	30	32,210	110	85										32,404	86,000	38%
BUILDING FUND	34	177,261	50,127	50,075										277,463	778,583	36%
LIBRARY OPERATIONS	35	177,744	51,769	78,350										307,862	4,663,458	7%
BAND	36	1,876	1,839	1,903										5,618	96,484	6%
FOREIGN FIRE INSURANCE	37	801	530	554										1,885	203,300	1%
PEG PROJECTS	40	1,852	8,521	143										10,516	61,219	17%
LOCAL STREETS & ROADS	42	182,422	137,218	136,459										456,099	1,851,000	25%
CAPITAL STREET PROJECTS	45	894,128	5,660	14,761										914,548	1,024,137	89%
MFT PROJECTS	46	118,490	310,462	392,296										821,249	14,655,000	6%
DEBT SERVICE	50	592,709	12,165	13,436										618,310	2,315,389	27%
LIBRARY CAPITAL	58	315,632	454	747										316,833	375,000	84%
LIBRARY TRUST FUNDS	59	1,573	(88)	1,180										2,665	50,000	5%
FLEET MAINTENANCE	60	295,490	294,031	289,332										878,853	3,574,395	25%
EQUIPMENT REPLACEMENT	61	196,915	10,178	609,725										816,818	2,437,000	34%
RISK MANAGEMENT	64	315,248	314,132	320,519										949,899	3,730,880	25%
EMPLOYEE BENEFIT	65	1,568,959	1,108,172	1,131,099										3,808,231	15,757,466	24%
PUBLIC TRANSIT	70	1,724,785	856,559	611,658										3,193,002	34,637,327	9%
FIBER OPTICS	77	7,398	5,862	8,058										21,318	101,337	21%
STORMWATER PROJECTS	78	286,709	167,409	209,776										663,894	2,386,656	28%
SEWER PROJECTS	79	914,688	683,735	753,586										2,352,009	17,065,000	14%
WATER	80	2,905,970	2,914,027	2,981,266										8,801,263	35,583,904	25%
WATER CAPITAL	81	223,186	31,273	33,605										288,063	18,288,754	2%
COMMUNITY REVITALIZATION	84	345,256	1,589,333	26,445										1,961,034	2,715,000	72%
GRANTS	85	51,582	572,618	-										624,199	3,775,600	17%
RECYCLING	88	62,081	61,914	72,993										196,988	769,488	26%
WATER BOND FUND	89	77,924	60,189	27,385										165,497	365,000	45%
FIRE PENSION	90	240,560	2,622,407	342,917										3,205,885	14,968,814	21%
POLICE PENSION	91	278,647	3,344,179	478,379										4,101,204	19,581,860	21%
CENTRAL TIF	120	-	-	-										-	400,000	
Grand Total Revenues		19,249,646	22,571,173	15,273,521	-	-	-	-	-	-	-	-	-	57,094,340	309,071,634	18%

City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

home

Net Assessed Value \$: 1,097,183,803 3212.1
City Tax Rate: 1.52483% 3212.1

Assessed Value Year
Pay Year
Prepared by: Stephanie Miller
Reviewed by: Ruby James

2024
2025

note	Tax Levy Item	Fund	SOURCE:	3212.1	3212.1	Per Below	See Formula	3212.1	See Formula	See Formula	See Formula
			Net Assessed Value estimate	input	input	Collection Rate	Property Tax Receivable	input	Property Tax Deferred	Allowance for Uncollectable	Billed \$ Amount certified
				Tax Rate estimate	Tax Levy \$ Amount ordinance			Extension \$ Amount submitted			
	General Obligation Bond Debt	50	1,097,183,803	0.07811%	615,953	99.10%	615,953	857,000	849,287	7,713	857,000
	General Purpose	10	1,097,183,803	0.00000%	-	99.10%	-	-	-	-	-
	Fire Pension	10	1,097,183,803	0.51465%	6,428,774	99.10%	6,428,774	5,646,707	5,595,887	50,820	5,646,707
	Police Pension	10	1,097,183,803	0.63197%	6,215,156	99.10%	6,215,156	6,933,920	6,871,515	62,405	6,933,920
	City Library	35	1,097,183,803	0.29371%	3,223,093	99.10%	3,223,093	3,222,539	3,193,536	29,003	3,222,539
	Municipal Band	36	1,097,183,803	0.00638%	73,430	99.10%	73,430	70,000	69,370	630	70,000
	Public Transit	70			16,556,406.00		16,556,406.00		16,579,595		
	xxxxx	xx									
Total City			1,097,183,803	1.52483%	33,112,812.00			16,730,166.00			16,730,166.00
			xx	xx	xx			Fund 10 Totals	12,467,401	113,226	12,580,627

TIF District (tax code district)		SOURCE:		See Formula	Per Below Analysis	See Formula	3212.1	See Formula	See Formula	See Formula
		3212.1	3212.3							
		input	input				input			
		AV Increment Value	Tax Rate	AV Increment \$ Amount	Collection Rate	Property Tax Receivable	Extension \$ Amount submitted	Property Tax Deferred	Allowance for Uncollectable	Billed \$ Amount certified
		estimate	estimate							
ZTF3 Pines TIF (4062)	28	918,926	9.95250%	91,456	98.80%	91,456	91,456	90,359	1,097	91,456
ZTF5 Olde Towne TIF (4555)	19	15,335,272	9.95252%	1,526,246	98.80%	1,526,246	1,526,246	1,507,931	18,315	1,526,246
ZTF6 Near North (Wabash) TIF (4455)	21	4,056,265	9.95252%	403,701	98.80%	403,701	403,701	398,856	4,844	403,701
ZTF8 Eastgate TIF (9543)	23	1,816,495	9.38047%	170,396	98.80%	170,396	170,396	168,351	2,045	170,396
ZTF0 Grand & Oakland (4062)	29	1,593,146	9.95250%	158,558	98.80%	158,558	158,558	156,655	1,903	158,558
ZTFA SS Redevelopment (xxxx)	24	826,028	9.69640%	80,095	98.80%	80,095	80,095	79,134	961	80,095
Redevelopment TIF		24,546,132		2,430,451.07		2,430,451.07	2,430,451.07	2,401,285.66		2,430,451.07
		xx		xx			xx			xx
Total Property Tax Levy				35,543,263.07			19,160,617.07			19,160,617.07

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Mar-25

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	4,494	2,919	2,994										10,407	73,678	73,678	14%
015	EXECUTIVE	10	124,063	106,529	80,469										311,061	1,268,882	1,268,882	25%
016	HUMAN RESOURCES	10	85,695	61,689	64,496										211,880	890,239	890,239	24%
017	INFORMATION TECHNOLOGIES	10	316,714	158,927	138,736										614,377	2,400,506	2,400,506	26%
018	DATA & COMMUNICATIONS	10	42,166	36,432	28,930										107,528	510,982	510,982	21%
020	LEGAL	10	128,715	95,838	82,993										307,545	1,243,800	1,243,800	25%
035	FINANCE	10	196,991	167,667	139,853										504,511	2,085,285	2,085,285	24%
037	PURCHASING	10	25,050	16,149	16,608										57,807	220,540	220,540	26%
038	CIVIC CENTER	10	19,924	39,085	60,341										119,350	515,800	515,800	23%
039	CITY GENERAL ADMINISTATIVE	10	3,167,302	187,736	602,439										3,957,476	8,793,843	8,793,843	45%
040	CENTRAL BUSINESS DISTRICT	10	2,782	394	5,491										8,667	130,000	130,000	7%
Sub Total			4,113,895	873,364	1,223,349	-	-	-	-	-	-	-	-	-	6,210,609	18,133,555	18,133,555	34%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	82,965	46,252	62,504										191,722	994,811	994,811	19%
052	BUILDING INSPECTIONS	10	107,163	70,129	72,258										249,549	999,511	999,511	25%
053	NEIGHBORHOOD INSPECTIONS	10	101,823	71,250	81,854										254,926	1,744,068	1,744,068	15%
054	REVITALIZATION & HOUSING	10	84,212	60,183	67,580										211,975	723,468	723,468	29%
055	ECONOMIC DEVELOPMENT	10	70,081	17,207	10,852										98,140	414,000	414,000	24%
Sub Total			446,244	265,021	295,048	-	-	-	-	-	-	-	-	-	1,006,312	4,875,858	4,875,858	21%
Public Safety																		
065	POLICE	10	3,657,063	2,150,683	2,443,542										8,251,289	36,807,440	36,807,440	22%
070	FIRE	10	1,882,356	1,292,963	1,581,949										4,757,269	24,683,544	24,683,544	19%
Sub Total			5,539,420	3,443,647	4,025,491	-	-	-	-	-	-	-	-	-	13,008,558	61,490,984	61,490,984	21%
Public Works																		
080	PUBLIC WORKS ADMIN	10	42,399	41,842	39,122										123,363	478,954	478,954	26%
082	ENGINEERING	10	160,955	91,602	90,679										343,236	1,590,574	1,590,574	22%
083	MUNICIPAL SERVICES	10	614,233	444,447	419,438										1,478,117	5,599,903	5,599,903	26%
084	STREETS	10	91,191	114,627	129,347										335,164	1,386,537	1,386,537	24%
086	TRAFFIC & PARKING	10	131,903	127,076	184,195										443,173	1,730,937	1,730,937	26%
088	LAND & BUILDING MGMT	10	35,722	38,675	42,630										117,027	838,698	838,698	14%
Sub Total			1,076,402	858,268	905,410	-	-	-	-	-	-	-	-	-	2,840,080	11,625,603	11,625,603	24%
General Fund Expenditure Total			11,175,961	5,440,300	6,449,298	-	-	-	-	-	-	-	-	-	23,065,559	96,126,000	96,126,000	24%
Community & Economic Development																		
16	COMMUNITY GRANT	16	83,171	11,796	70,393										165,361	773,590	773,590	21%
17	HOME PROGRAM	17	244,150	19,135	92,429										355,714	3,101,083	3,101,083	11%
18	CDBG PROGRAM	18	20,885	708,741	38,333										767,959	3,958,800	3,958,800	19%
22	DUATS	22	95,389	42,888	2,002										140,278	444,500	444,500	32%
70	PUBLIC TRANSIT	70	798,015	862,753	944,884										2,605,652	31,372,947	31,372,947	8%
84	COMMUNITY REVITALIZATION	84	133,125	173,925	44,630										351,681	2,715,000	2,715,000	13%
88	RECYCLING	88	66,875	65,497	62,636										195,008	769,488	769,488	25%
Sub Total			1,441,611	1,884,735	1,255,307	-	-	-	-	-	-	-	-	-	4,581,652	43,135,408	43,135,408	11%
Redevelopment & TIF																		
21	WABASH CROSSING TIF	21	-	-	41,129										41,129	520,000	520,000	8%
23	EASTGATE TIF	23	-	-	-										-	389,000	389,000	0%
24	SOUTHSIDE TIF	24	-	-	-										-	20,000	20,000	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-										-	150,000	150,000	0%
29	GRAND & OAKLAND TIF	29	-	-	-										-	180,000	180,000	0%
120	CENTRAL TIF	120	-	-	-										-	400,000	400,000	0%
Sub Total			-	-	41,129	-	-	-	-	-	-	-	-	-	41,129	1,659,000	1,659,000	2%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Mar-25

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,500	14,341	5,580										22,421	95,000	95,000	24%
26	DUI COURT FINES	26	7,728	6,786	2,245										16,758	107,500	107,500	16%
27	POLICE PROGRAMS/LAB	27	-	-	-										-	8,500	8,500	0%
30	FEDERAL DRUG ENFORCEMENT	30	282	4,916	19,380										24,578	85,000	85,000	29%
37	FOREIGN FIRE INSURANCE	37	7,981	10,642	27,307										45,930	348,300	348,300	13%
Sub Total			18,491	36,683	54,512	-	-	-	-	-	-	-	-	-	109,687	644,300	644,300	17%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,361,188	-										1,361,188	2,312,147	2,312,147	59%
Sub Total			-	1,361,188	-	-	-	-	-	-	-	-	-	-	1,361,188	2,312,147	2,312,147	59%
Public Works																		
42	LOCAL MFT PROJECTS	42	-	8,800	539,553										548,353	2,625,000	2,625,000	21%
45	CAPITAL PROJECTS	45	226,042	1,351,247	(16,730)										1,560,559	887,138	887,138	176%
46	STATE MFT PROJECTS	46	108,431	39,236	686,766										834,433	18,659,709	18,659,709	4%
60	FLEET OPERATIONS	60	193,031	264,891	179,488										637,410	3,004,944	3,004,944	21%
61	EQUIPMENT REPLACEMENT	61	1,207	513,726	351,616										866,549	2,742,194	2,742,194	32%
78	STORM WATER PROJECTS	78	90,799	149,926	114,223										354,947	2,964,504	2,964,504	12%
79	SEWER PROJECTS	79	588,371	705,485	980,535										2,274,392	18,122,160	18,122,160	13%
Sub Total			1,207,880	3,033,312	2,835,450	-	-	-	-	-	-	-	-	-	7,076,643	49,005,649	49,005,649	14%
Library																		
35	LIBRARY OPERATIONS	35	756,099	475,970	363,344										1,595,413	5,056,384	5,056,384	32%
58	LIBRARY CAPITAL PROJECTS	58	160,002	149,532	-										309,534	475,000	475,000	65%
59	LIBRARY TRUST FUNDS	59	1,345	1,486	607										3,437	86,000	86,000	4%
Sub Total			917,445	626,987	363,951	-	-	-	-	-	-	-	-	-	1,908,384	5,617,384	5,617,384	34%
Internal Service and Other																		
34	BUILDING FUND	34	56,240	25,231	598,146										679,616	742,596	742,596	92%
36	BAND	36	1,989	7	7										2,003	81,484	81,484	2%
40	PEG CAPITAL PROGRAMMING	40	94	750	-										844	55,699	55,699	2%
64	RISK MANAGEMENT	64	111,399	61,498	28,381										201,278	3,737,276	3,737,276	5%
65	BENEFIT INSURANCE	65	1,118,284	1,062,382	1,880,075										4,060,740	15,195,372	15,195,372	27%
77	FIBER OPTICS	77	6,493	5,083	8,083										19,659	806,867	806,867	2%
85	GRANT FUND	85	-	557,702	397,998										955,700	3,775,000	3,775,000	25%
Sub Total			1,294,498	1,712,653	2,912,689	-	-	-	-	-	-	-	-	-	5,919,840	24,394,294	24,394,294	24%
Water Utility																		
80	WATER UTILITY	80	2,428,929	10,126,461	1,439,785										13,995,175	39,174,435	39,174,435	36%
81	WATER CAPITAL	81	52,996	147,056	396,075										596,126	18,492,702	18,492,702	3%
89	2022 BOND FUND	89	1,346,644	435,876	614,275										2,396,795	8,486,332	8,486,332	28%
Sub Total			3,828,568	10,709,392	2,450,135	-	-	-	-	-	-	-	-	-	16,988,095	66,153,469	66,153,469	26%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	881,783	888,638	895,393										2,665,813	10,043,076	10,043,076	27%
91	POLICE PENSION	91	1,024,230	1,033,488	1,037,508										3,095,227	12,194,056	12,194,056	25%
Sub Total			1,906,013	1,922,126	1,932,901	-	-	-	-	-	-	-	-	-	5,761,040	22,237,132	22,237,132	26%
Grand Total Expenditures			21,790,467	26,727,377	18,295,373	-	-	-	-	-	-	-	-	-	66,813,217	311,284,782	311,284,782	21%

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

Mar-25

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
2025													
Water Bill Count													
Original Bills													
Residential	27,349	25,320	26,111										78,780
Industrial	30	30	30										90
Commercial	2,734	2,571	2,625										7,930
Total	30,113	27,921	28,766	-	-	-	-	-	-	-	-	-	86,800
Delinquent Bills													
Residential	7,832	6,806	7,250										21,888
Industrial	-	-	-										-
Commercial	524	387	455										1,366
Total	8,356	7,193	7,705	-	-	-	-	-	-	-	-	-	23,254
Total Bill Count	38,469	35,114	36,471	-	-	-	-	-	-	-	-	-	110,054
Cubit Feet Consumption Billed													
Residential	11,322,189	10,858,902	9,887,413										32,068,504
Industrial	39,215,169	43,838,129	40,122,953										123,176,251
Commercial	9,393,500	10,566,003	9,831,218										29,790,721
Total	59,930,858	65,263,034	59,841,584	-	-	-	-	-	-	-	-	-	185,035,476
Water Shut Offs	855	405	357										1,617
Customer Service Telephone Calls	5,139	4,247	4,530										13,916
Water Billed \$													
Residential	795,770	755,310	706,500										\$ 2,257,580
Industrial	1,219,895	1,341,857	1,244,762										\$ 3,806,515
Commercial	578,106	626,054	594,037										\$ 1,798,198
Total	\$ 2,593,772	\$ 2,723,222	\$ 2,545,299	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,862,293
Penalty \$	\$ 15,725	\$ 13,117	\$ 15,252										\$ 44,094
Total Billed	\$ 2,609,497	\$ 2,736,339	\$ 2,560,551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,906,387
Raw Water Gallonage Billed													
Gallons	434,010,000	402,250,000	360,990,000										1,197,250,000
\$ Billed	148,431	137,570	123,459										\$ 409,460
Water Billed vs Cash Receipts													
Billed \$	2,757,928	2,873,908	2,683,990										\$ 8,315,826
Cash Revenue \$	2,831,719	2,794,843	2,804,797										\$ 8,431,359
% Cash to Billed	103%	97%	105%	-	-	-	-	-	-	-	-	-	101.4%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
2024													
Water Bill Count													
Original Bills													
Residential	28,260	23,998	24,511	27,833	27,488	23,847	28,982	26,533	23,806	28,883	24,422	27,115	315,678
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360
Commercial	2,781	2,459	2,438	2,874	2,769	2,377	2,961	2,672	2,383	2,950	2,544	2,689	31,897
Total	31,071	26,487	26,979	30,737	30,287	26,254	31,973	29,235	26,219	31,863	26,996	29,834	347,935
Delinquent Bills													
Residential	8,081	7,169	6,975	7,713	8,245	6,814	7,589	8,369	7,070	8,354	6,396	8,856	91,631
Industrial	425	-	-	-	-	-	-	-	-	-	-	-	425
Commercial	-	401	397	439	461	416	445	477	427	433	383	496	4,775
Total	8,506	7,570	7,372	8,152	8,706	7,230	8,034	8,846	7,497	8,787	6,779	9,352	96,831
Total Bill Count	39,577	34,057	34,351	38,889	38,993	33,484	40,007	38,081	33,716	40,650	33,775	39,186	444,766
Cubit Feet Consumption Billed													
Residential	11,610,564	10,542,300	9,420,008	11,184,127	11,338,855	10,711,472	14,299,726	12,342,855	10,938,804	12,787,513	10,232,779	10,933,636	136,342,639
Industrial	35,671,234	37,822,224	38,317,859	42,950,552	41,059,734	42,277,307	45,150,755	42,246,840	42,838,966	46,776,486	45,408,505	41,664,356	502,184,818
Commercial	9,293,889	10,072,668	8,948,648	10,697,102	10,393,216	11,141,782	14,408,355	13,270,290	12,557,009	13,303,445	11,235,531	10,316,600	135,638,535
Total	56,575,687	58,437,192	56,686,515	64,831,781	62,791,805	64,130,561	73,858,836	67,859,985	66,334,779	72,867,444	66,876,815	62,914,592	774,165,992
Water Shut Offs	665	702	720	755	719	692	780	871	824	849	647	735	8,959
Customer Service Telephone Calls	5,096	4,602	4,270	5,089	5,133	4,483	5,257	5,577	4,857	5,163	4,245	4,991	58,763
Water Billed \$													
Residential	791,917	700,183	650,423	766,784	779,679	741,641	967,803	845,088	752,300	883,507	718,014	773,018	\$ 9,370,357
Industrial	1,099,425	1,153,979	1,161,864	1,281,566	1,227,377	1,301,791	1,379,618	1,301,698	1,318,373	1,420,048	1,385,863	1,292,638	\$ 15,324,240
Commercial	561,151	567,349	522,510	618,649	611,606	626,975	788,163	727,266	682,059	746,143	638,419	621,469	\$ 7,711,758
Total	\$ 2,452,493	\$ 2,421,511	\$ 2,334,797	\$ 2,666,999	\$ 2,618,662	\$ 2,670,407	\$ 3,135,584	\$ 2,874,052	\$ 2,752,732	\$ 3,049,698	\$ 2,742,296	\$ 2,687,125	\$ 32,406,355
Penalty \$	\$ 14,427	\$ 14,322	\$ 14,280	\$ 14,196	\$ 14,701	\$ 12,414	\$ 16,162	\$ 18,920	\$ 14,834	\$ 16,614	\$ 13,334	\$ 18,063	\$ 182,268
Total Billed	\$ 2,466,920	\$ 2,435,833	\$ 2,349,077	\$ 2,681,195	\$ 2,633,364	\$ 2,682,821	\$ 3,151,745	\$ 2,892,973	\$ 2,767,565	\$ 3,066,312	\$ 2,755,630	\$ 2,705,188	\$ 32,588,623
Raw Water Gallonage Billed													
Gallons	441,830,000	382,650,000	399,820,000	406,570,000	401,380,000	412,220,000	410,690,000	420,870,000	417,890,000	391,040,000	438,880,000	388,847,000	4,912,687,000
\$ Billed	146,422	126,810	132,500	134,737	133,017	140,979	140,456	143,938	142,918	133,736	150,097	132,857	\$ 1,658,468
Water Billed vs Cash Receipts													
Billed \$	2,613,343	2,562,644	2,486,730	2,815,932	2,766,381	2,823,800	3,292,201	3,036,910	2,910,484	3,200,048	2,905,727	2,838,045	\$ 34,252,245
Cash Revenue \$	2,649,090	2,609,314	2,643,097	2,741,865	2,773,894	2,747,477	3,144,603	3,132,436	3,005,003	3,200,164	2,908,074	2,845,972	\$ 34,400,990
% Cash to Billed	101%	102%	106%	97%	100%	97%	96%	103%	103%	100%	100%	100%	100.4%

**City of Decatur
Treasurer's Financial Report
Headcount Staffing Level**

Period Ending: Mar-25

		Current Year Staffing Levels											
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staffing													
City Manager's Office & City Clerk	6	6	5	5	-	-	-	-	-	-	-	-	-
Data & Communications	3	3	3	3	-	-	-	-	-	-	-	-	-
Transit	12	11	11	11	-	-	-	-	-	-	-	-	-
Facilities	2	1	1	1	-	-	-	-	-	-	-	-	-
Finance/Purchasing/Water Cust. Serv.	24	22	21	24	-	-	-	-	-	-	-	-	-
Human Resources	5	4	4	4	-	-	-	-	-	-	-	-	-
Information Technology	9	10	10	10	-	-	-	-	-	-	-	-	-
Legal	7	6	7	7	-	-	-	-	-	-	-	-	-
Economic & Community Dev	28	28	26	24	-	-	-	-	-	-	-	-	-
Public Safety	278	257	275	260	-	-	-	-	-	-	-	-	-
Public Works	116	115	115	112	-	-	-	-	-	-	-	-	-
Total Full Time	490	463	478	461	-	-	-	-	-	-	-	-	-
Part Time Staffing													
City Manager's Office	-	1	1	1									
Transit	-	-	-	-									
City Council - Legislative	7	7	7	7									
Finance and Purchasing	-	2	2	2									
Human Resources	-	-	-	-									
Information Technology	-	1	-	-									
Legal	-	-	-	-									
Economic & Community Dev	-	1	-	-									
Police	-	2	2	2									
Fire	-	-	-	-									
Public Works	-	1	1	1									
Total Temporary	7	15	13	13	-	-	-	-	-	-	-	-	-
Total City Staff Headcount	497	478	491	474	-	-	-	-	-	-	-	-	-

Note: Above report includes all City Staff, Full Time and Temporary W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Mar-25

		Current Year Staffing Levels											
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staff													
Executive													
City Manager's Office & City Clerk	6	6	5	5									
Data & Communications	3	3	3	3									
Total	9	9	8	8	-	-	-	-	-	-	-	-	-
Transportation Services													
Transit	12	11	11	11									
Facilities	2	1	1	1									
Total	14	12	12	12	-	-	-	-	-	-	-	-	-
Finance													
Finance & Risk Mgmt	14	14	14	16									
Purchasing	2	2	2	2									
Utility Customer Service	8	6	5	6									
Total	24	22	21	24	-	-	-	-	-	-	-	-	-
Human Resources	5	4	4	4									
Information Technology	9	10	10	10									
Legal	7	6	7	7									
Economic & Community Devel													
Economic & Community Dev.	7	6	5	4									
Building Inspections	7	8	7	7									
Neighborhood Inspection	9	8	8	8									
Neighborhood Outreach	5	6	6	5									
Total	28	28	26	24	-	-	-	-	-	-	-	-	-
Public Safety													
Fire	110	103	125	111									
Police	168	154	150	149									
Total	278	257	275	260	-	-	-	-	-	-	-	-	-
Public Works													
PW Engineering Division	12	10	9	9									
Fleet Maintenance Division	8	8	8	9									
PW Municipal Services	46	49	45	45									
PW Administration	2	2	3	3									
Water Administration	3	2	2	2									
Water Lake Services	7	7	7	7									
Water Production South Plant	15	15	15	15									
Water Services Distribution	23	22	26	22									
Total	116	115	115	112	-	-	-	-	-	-	-	-	-
Total City Staffing	490	463	478	461	-	-	-	-	-	-	-	-	-
General Fund staffing	412	397	408	394	-	-	-	-	-	-	-	-	-
Other Fund staffing	78	54	58	55	-	-	-	-	-	-	-	-	-
Total staffing	490	451	466	449	-	-	-	-	-	-	-	-	-

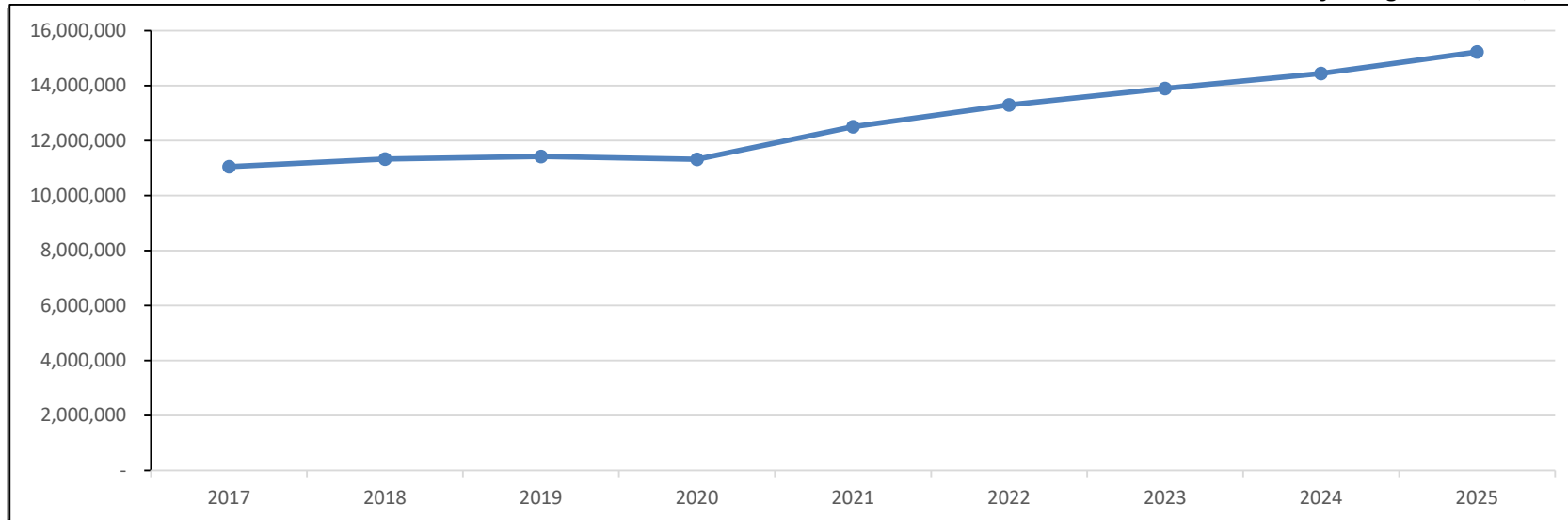
Note: Above report includes all Full Time W-2 EE's

Projected Revenues STATE SALES TAX

[Home](#)

MONTH	2017	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	1,167,816	1,347,246
FEBRUARY	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	1,224,877	1,238,493
MARCH	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	1,360,748	1,404,454
APRIL	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	1,125,506	1,172,777
MAY	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240	1,065,619	1,110,375
JUNE	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,144,522	1,238,496	1,290,513
JULY	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,152,092	1,175,943	1,225,332
AUGUST	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,222,864	1,272,387	1,325,828
SEPTEMBER	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,200,298	1,205,609	1,256,244
OCTOBER	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,154,653	1,200,817	1,251,251
NOVEMBER	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,242,689	1,250,853	1,346,678
DECEMBER	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,159,563	1,149,804	1,256,595

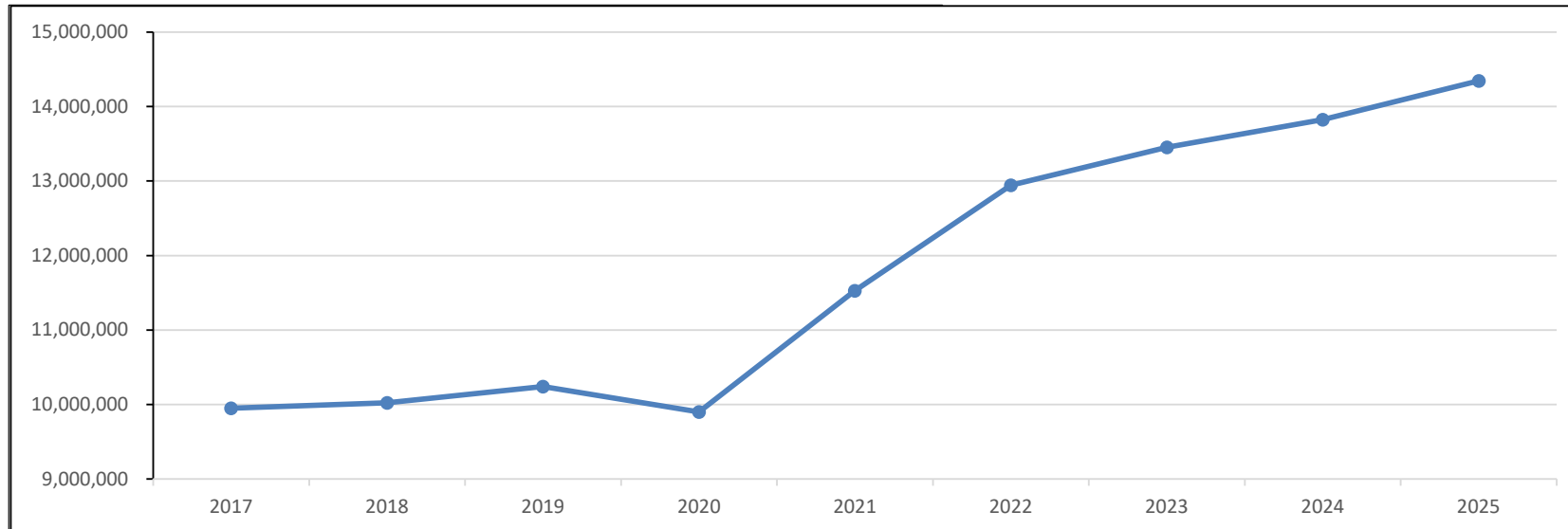
TOTALS	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	13,898,087	14,438,475	15,225,787
							Year in Play Budget		15,253,000



Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

Projected Revenues LOCAL SALES TAX

MONTH	2017	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	1,108,301	1,295,224
FEBRUARY	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	1,197,957	1,136,131
MARCH	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	1,276,139	1,325,005
APRIL	702,734	712,309	698,869	734,157	813,655	858,286	954,992	1,052,683	1,089,948
MAY	729,878	716,975	739,341	727,854	776,379	858,911	947,436	991,154	1,026,240
JUNE	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,063,989	1,152,207	1,192,995
JULY	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,106,303	1,126,031	1,165,892
AUGUST	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,174,733	1,255,941	1,300,401
SEPTEMBER	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,162,413	1,165,146	1,206,393
OCTOBER	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,103,324	1,145,831	1,186,394
NOVEMBER	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,299,459	1,222,796	1,266,083
DECEMBER	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,102,031	1,130,694	1,155,391
TOTALS	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,452,640	13,824,879	14,346,097
							Year in Play Budget		14,567,000

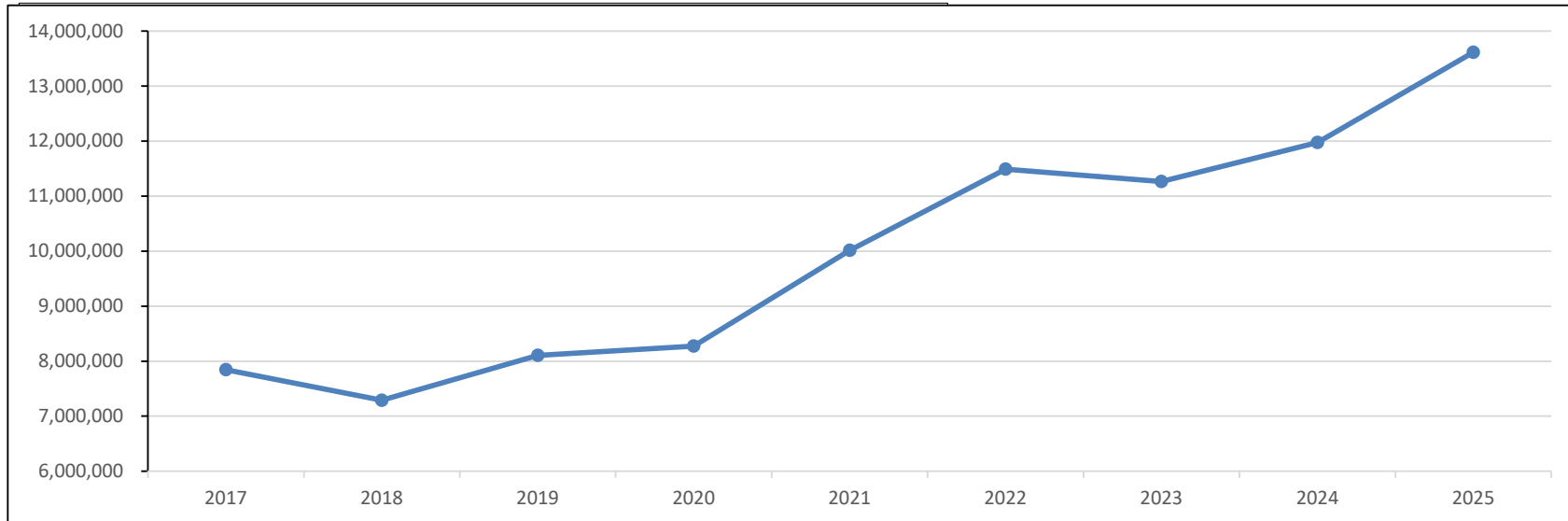


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements
State imposed 2% collection fee commenced 09/2017; 1.5% fee effective w SFY19

Projected Revenues STATE INCOME TAX

MONTH	2017	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	1,124,788	1,288,720
FEBRUARY	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	1,064,296	1,052,777
MARCH	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	691,752	675,504
APRIL	-	646,373	734,870	783,855	937,702	1,109,452	989,236	1,092,150	1,255,972
MAY	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424	1,887,248	2,170,335
JUNE	764,129	482,298	477,387	475,376	1,123,868	657,580	795,466	808,845	930,172
JULY	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,059,801	1,176,708	1,353,214
AUGUST	698,009	478,694	511,760	1,032,080	566,126	571,768	696,542	786,227	904,161
SEPTEMBER	727,037	467,186	452,932	584,790	597,861	621,357	632,222	617,227	709,810
OCTOBER	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,222,083	1,318,007	1,515,708
NOVEMBER	450,852	522,953	527,420	572,208	622,816	720,354	823,188	791,201	984,533
DECEMBER	396,923	433,456	498,389	506,596	539,685	646,330	646,766	617,625	773,532

TOTALS	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	11,263,730	11,976,074	13,614,439
							Year in Play Budget		13,910,000



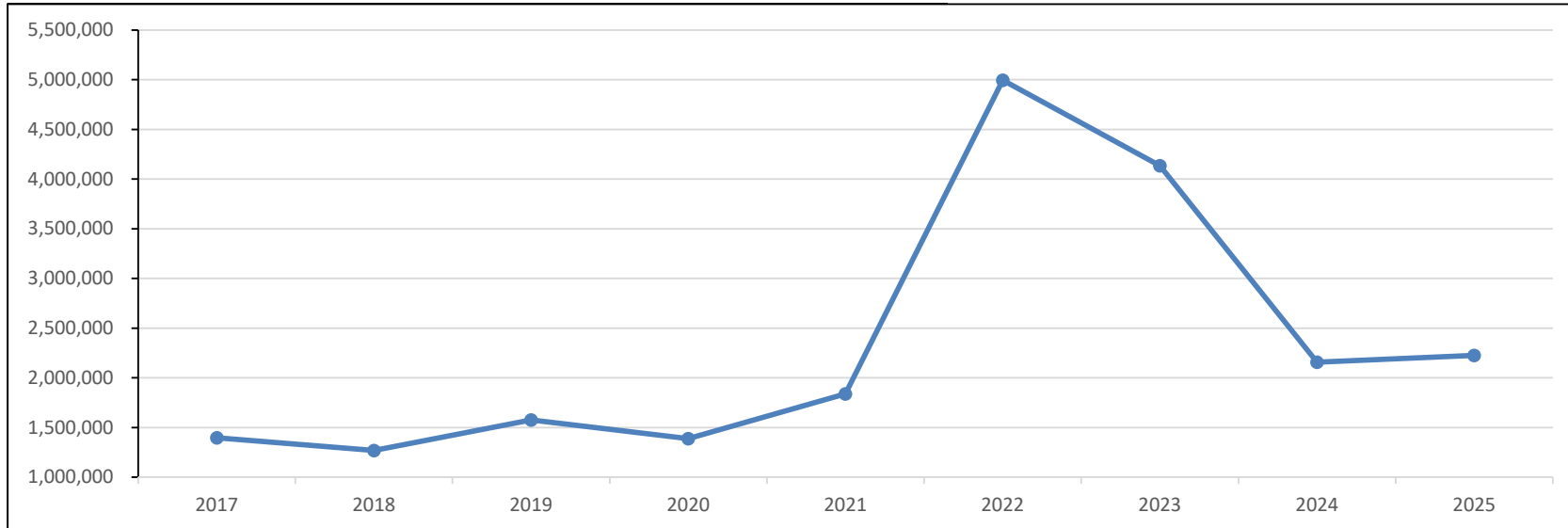
Schedule presents State LGDF distribution

State LGDF 10% distribution reduction commenced w SFY18 August 2017 distribution; distribution reduction of 5% effective for SFY19 and to present

Projected Revenues
PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2017	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	217,463	143,616	153,006	226,930	238,599	489,253	699,404	410,703	295,919
FEBRUARY	-	-	-	-	-	-	-	-	-
MARCH	147,880	132,622	67,368	45,114	86,205	654,576	386,908	257,650	107,833
APRIL	352,780	260,085	301,619	311,508	402,800	743,040	551,668	173,481	221,097
MAY	227,189	269,213	365,884	199,155	519,099	997,471	893,076	403,600	521,879
JUNE	-	-	3,173	-	-	3,546	-	-	-
JULY	239,384	206,222	217,352	206,917	378,262	718,801	719,448	467,288	466,956
AUGUST	10,712	20,842	26,075	152,903	48,103	82,065	116,408	67,357	87,097
SEPTEMBER	-	-	-	-	26,897	21,828	-	-	-
OCTOBER	160,071	190,221	376,967	193,839	2,246	968,179	598,448	274,131	355,092
NOVEMBER	-	-	1,332	-	6,015	-	-	1,266	-
DECEMBER	42,179	46,033	62,824	50,168	131,241	317,059	170,202	101,473	169,918

TOTALS	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	4,135,561	2,156,947	2,225,791
							Year in Play Budget		2,090,000

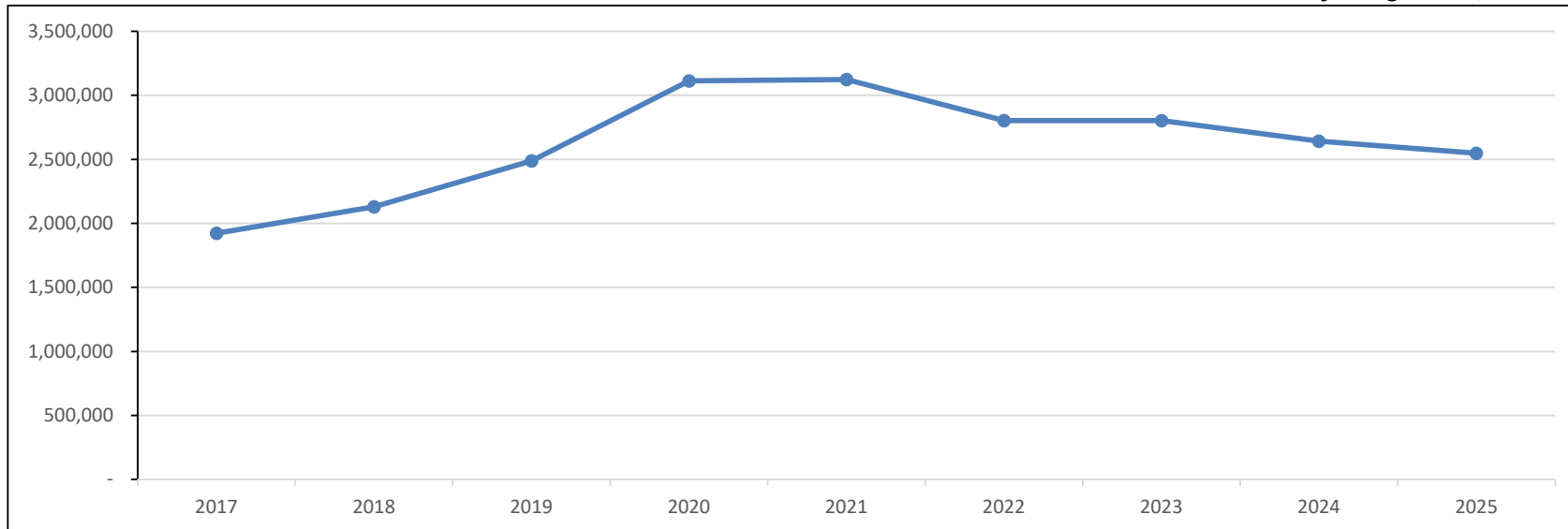


Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

Projected Revenues LOCAL USE TAX

MONTH	2017	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	159,854	166,257	205,607	244,618	301,148	215,409	253,475	241,131	130,653
FEBRUARY	155,199	192,590	227,498	229,171	320,911	253,062	267,197	251,921	227,296
MARCH	241,170	243,593	275,101	314,455	452,845	320,769	323,206	292,406	285,756
APRIL	139,319	145,000	159,583	217,745	222,022	212,726	226,274	174,994	174,994
MAY	131,114	149,116	183,842	189,224	197,971	205,377	208,488	196,738	196,738
JUNE	170,503	180,080	208,996	240,704	253,092	240,875	257,890	238,999	238,999
JULY	146,418	157,169	197,817	254,820	229,947	192,903	215,778	212,527	212,527
AUGUST	147,521	171,381	198,672	283,392	211,651	219,932	213,410	205,092	205,092
SEPTEMBER	156,033	183,541	201,970	286,103	241,230	248,103	160,202	197,869	197,869
OCTOBER	149,381	178,049	207,636	289,306	224,653	216,541	225,763	203,331	203,331
NOVEMBER	158,864	169,331	198,926	275,488	237,138	224,900	214,136	197,505	225,228
DECEMBER	167,420	194,248	222,795	287,411	231,030	252,890	237,674	228,936	249,985

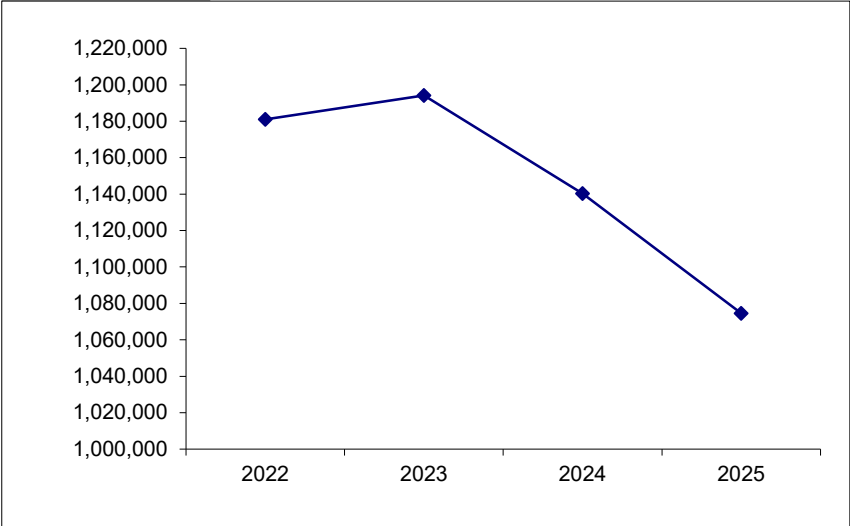
TOTALS	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	2,803,492	2,641,447	2,548,468
							Year in Play Budget		2,690,000



Schedule presents State distribution of Use Tax.

LOCAL TELEPHONE UTILITY TAX

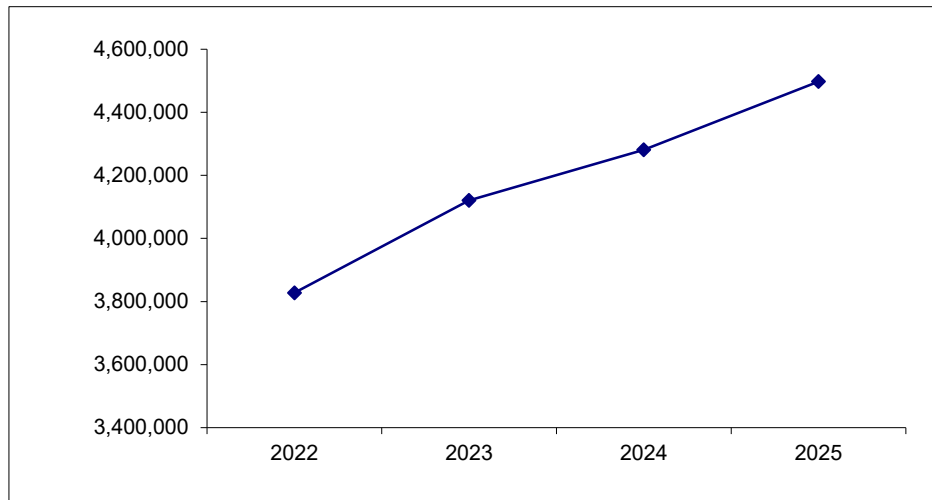
MONTH	2022	2023	2024	2025
JANUARY	99,599	100,718	97,646	82,205
FEBRUARY	94,273	101,222	91,030	86,619
MARCH	97,801	121,496	93,389	98,482
APRIL	95,983	107,186	91,487	86,913
MAY	94,162	89,187	92,439	87,817
JUNE	97,606	93,766	95,386	90,617
JULY	95,378	89,855	93,218	88,557
AUGUST	98,967	94,549	93,093	88,438
SEPTEMBER	87,617	91,316	92,082	87,477
OCTOBER	116,632	91,984	77,029	73,178
NOVEMBER	99,450	114,953	129,856	110,298
DECEMBER	103,560	97,923	93,709	93,957
TOTALS	1,181,029	1,194,155	1,140,364	1,074,558
			Current Budget	1,075,000



LOCAL FOOD & BEVERAGE TAX

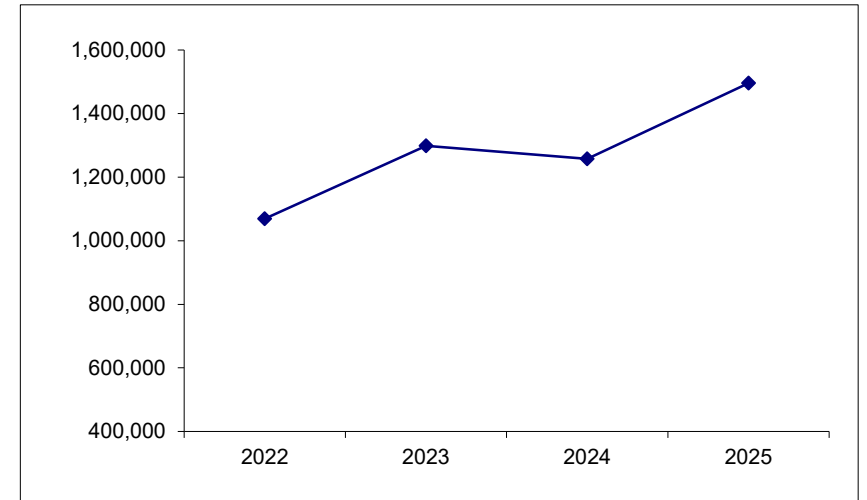
Projected Revenues

MONTH	2022	2023	2024	2025
JANUARY	325,939	349,168	365,811	414,474
FEBRUARY	268,346	310,308	304,849	323,102
MARCH	254,687	314,152	325,079	327,761
APRIL	328,645	344,283	369,792	388,282
MAY	320,770	356,811	351,781	369,370
JUNE	345,385	348,084	383,528	402,704
JULY	338,253	362,797	394,950	414,698
AUGUST	344,233	361,840	359,532	377,509
SEPTEMBER	318,028	356,626	367,354	385,722
OCTOBER	326,439	336,711	364,350	362,386
NOVEMBER	323,232	343,975	344,322	370,203
DECEMBER	333,647	335,562	349,503	361,149
TOTALS	3,827,604	4,120,318	4,280,852	4,497,360
			Current Budget	4,478,000



LOCAL HOTEL & MOTEL TAX

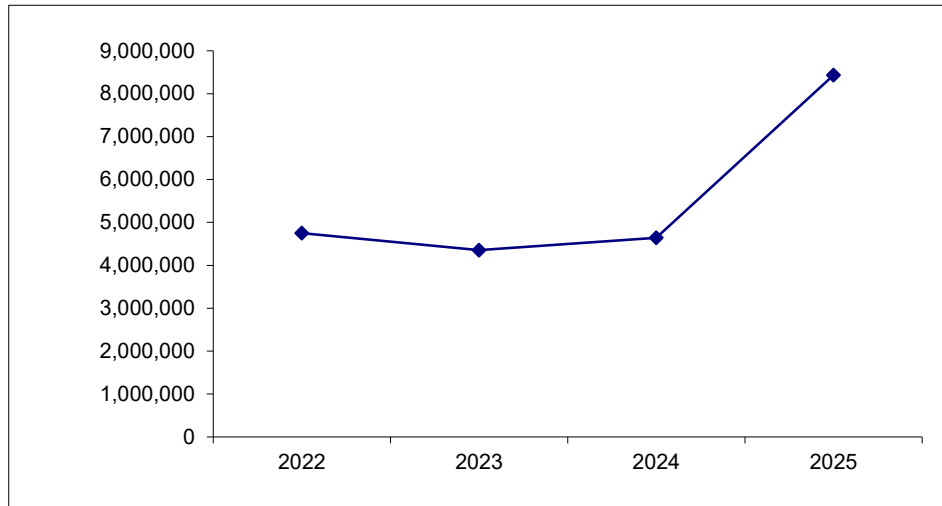
MONTH	2022	2023	2024	2025
JANUARY	62,215	71,531	69,918	113,570
FEBRUARY	70,247	89,816	70,454	79,884
MARCH	65,323	74,851	64,019	89,373
APRIL	76,916	111,415	106,694	117,363
MAY	76,544	78,123	120,452	132,497
JUNE	95,446	114,607	132,888	146,177
JULY	104,261	112,386	117,509	129,260
AUGUST	91,208	124,206	117,815	129,597
SEPTEMBER	114,943	159,762	120,172	132,189
OCTOBER	101,643	142,033	120,933	167,173
NOVEMBER	120,882	116,698	113,553	137,354
DECEMBER	89,647	102,974	103,337	121,200
TOTALS	1,069,274	1,298,403	1,257,743	1,495,637
			Current Budget	1,438,000



LOCAL UTILITY TAX (GAS & ELECTRIC)

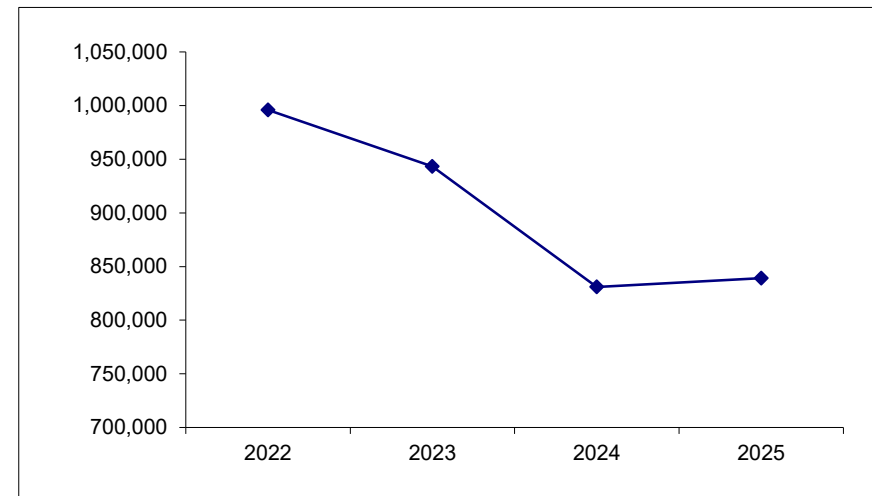
Projected Revenues

MONTH	2022	2023	2024	2025
JANUARY	451,232	494,772	-	489,672
FEBRUARY	-	511,814	410,027	477,955
MARCH	1,170,976	459,507	491,881	496,577
APRIL	453,756	411,867	848,133	828,101
MAY	376,488	357,677	379,750	793,366
JUNE	327,903	307,264	317,704	726,264
JULY	311,731	273,044	374,376	787,555
AUGUST	323,917	277,163	354,321	765,865
SEPTEMBER	323,685	319,748	372,023	785,009
OCTOBER	316,968	310,248	376,713	756,518
NOVEMBER	318,048	291,359	339,887	733,757
DECEMBER	375,073	339,785	376,140	792,109
TOTALS	4,749,776	4,354,248	4,640,956	8,432,747
			Current Budget	8,444,000



LOCAL CABLE TV TAX

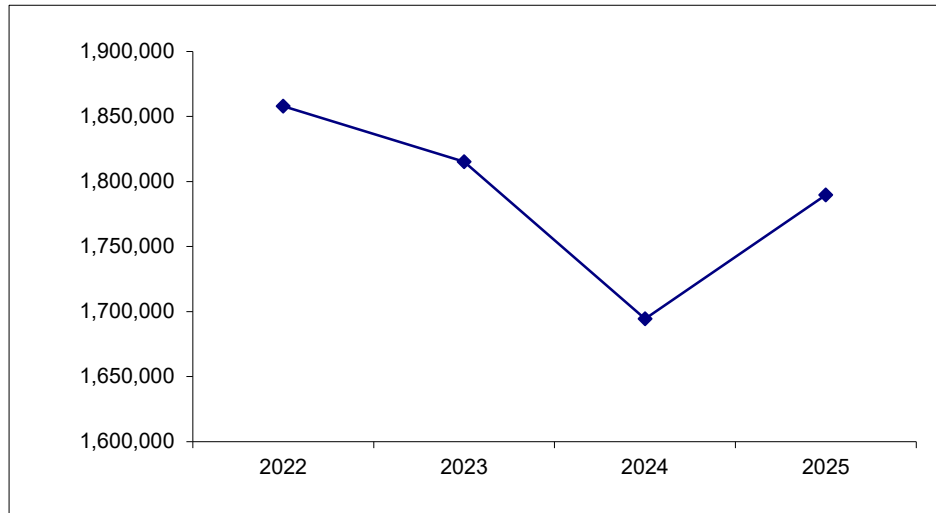
MONTH	2022	2023	2024	2025
JANUARY	13,687	11,674	10,413	8,826
FEBRUARY	235,066	228,468	210,193	176,790
MARCH	-	-	-	-
APRIL	12,982	-	9,672	9,672
MAY	245,500	241,582	204,165	204,165
JUNE	-	-	-	-
JULY	-	10,736	-	-
AUGUST	254,979	224,680	195,602	195,602
SEPTEMBER	-	-	-	-
OCTOBER	-	10,312	-	11,137
NOVEMBER	233,712	215,736	200,878	232,994
DECEMBER	-	-	-	-
TOTALS	995,925	943,187	830,924	839,187
			Current Budget	874,000



LOCAL MOTOR FUEL TAX

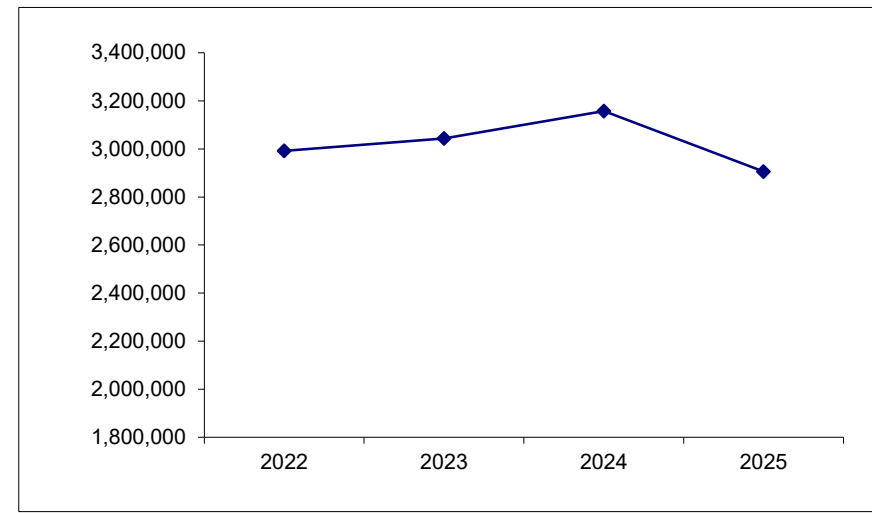
Projected Revenues

MONTH	2022	2023	2024	2025
JANUARY	155,334	154,093	127,282	177,386
FEBRUARY	146,251	142,970	155,267	132,755
MARCH	125,153	138,333	106,685	129,568
APRIL	142,456	150,252	157,234	150,000
MAY	147,235	147,736	147,473	150,000
JUNE	162,643	163,482	166,102	150,000
JULY	164,199	168,250	135,720	150,000
AUGUST	166,136	151,650	158,490	150,000
SEPTEMBER	173,019	154,583	148,184	150,000
OCTOBER	162,198	148,377	139,352	150,000
NOVEMBER	162,085	149,939	130,163	150,000
DECEMBER	151,229	145,591	122,508	150,000
TOTALS	1,857,939	1,815,258	1,694,461	1,789,709
			Current Budget	1,800,000



STATE MOTOR FUEL TAX

MONTH	2022	2023	2024	2025
JANUARY	283,072	275,250	275,245	-
FEBRUARY	258,944	220,663	235,090	258,341
MARCH	178,756	225,950	263,008	267,745
APRIL	253,405	219,333	230,465	264,417
MAY	255,437	250,551	253,637	264,417
JUNE	256,227	254,697	246,458	264,417
JULY	265,264	264,536	270,657	264,417
AUGUST	259,754	251,674	267,644	264,417
SEPTEMBER	249,395	262,001	284,706	264,417
OCTOBER	252,007	277,605	274,875	264,417
NOVEMBER	239,391	249,118	270,738	264,417
DECEMBER	240,655	292,462	284,843	264,417
TOTALS	2,992,307	3,043,839	3,157,365	2,905,836
			Current Budget	3,173,000



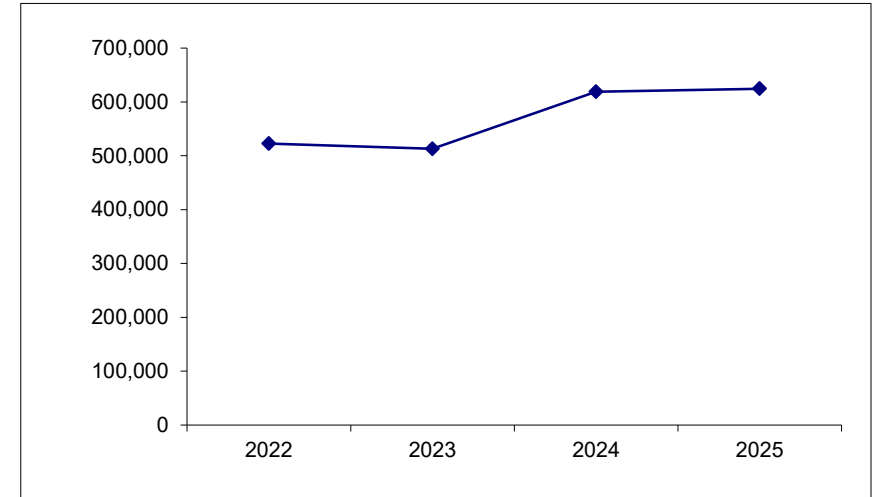
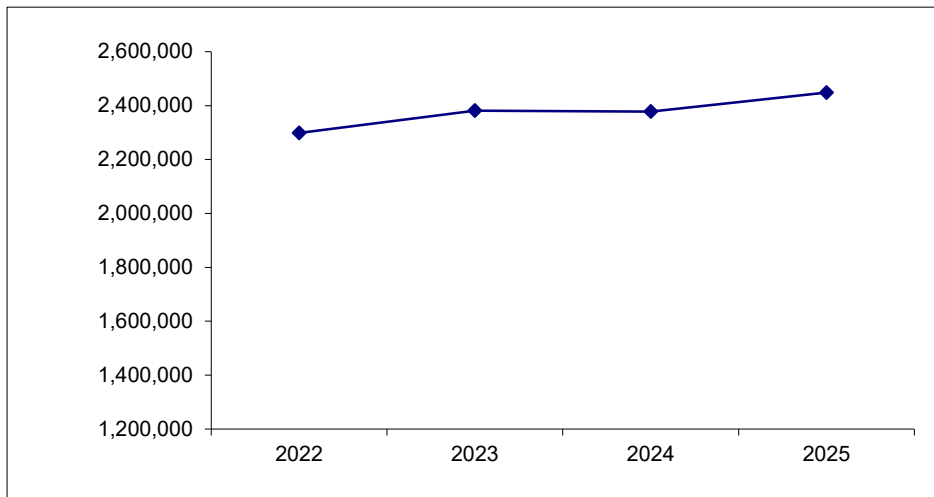
STATE VIDEO GAMING TAX

Projected Revenues

LOCAL LIQUOR LICENSE FEE

MONTH	2022	2023	2024	2025
JANUARY	186,950	187,712	186,224	195,545
FEBRUARY	194,055	194,632	196,329	200,877
MARCH	165,854	192,027	170,364	186,645
APRIL	170,074	196,183	196,168	199,993
MAY	230,570	233,599	226,183	230,594
JUNE	217,794	208,034	213,948	218,120
JULY	197,376	214,828	206,141	210,161
AUGUST	183,024	191,592	188,197	191,867
SEPTEMBER	190,168	196,948	198,173	202,037
OCTOBER	182,080	188,283	200,227	203,856
NOVEMBER	191,184	190,493	193,432	206,248
DECEMBER	189,255	186,923	201,789	202,384
TOTALS	2,298,383	2,381,255	2,377,176	2,448,326
			Current Budget	2,429,000

MONTH	2022	2023	2024	2025
JANUARY	-	-	2,556	1,384
FEBRUARY	6,010	250	2,547	1,031
MARCH	702	3,677	250	-
APRIL	-	100	-	-
MAY	288,825	143,125	266,825	269,493
JUNE	217,825	330,921	332,910	336,239
JULY	3,280	26,953	2,209	2,231
AUGUST	200	2,055	2,765	2,792
SEPTEMBER	600	400	2,035	2,055
OCTOBER	150	2,665	3,291	1,944
NOVEMBER	3,093	-	3,607	1,212
DECEMBER	1,914	2,900	-	6,060
TOTALS	522,599	513,047	618,996	624,443
			Current Budget	627,000



**COUNCIL MEMO
EXECUTIVE DEPARTMENT
No. 2025-04**

DATE: April 17, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: Ordinance Adopting City Code Chapter 51.7 Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax

This proposed Ordinance will transfer the collection of the grocery tax currently being collected by the State to the City. There will be no increase from the current rate.

ORDINANCE NO. _____

**ORDINANCE ADOPTING CITY CODE
-CHAPTER 51.7-
MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND MUNICIPAL
GROCERY SERVICE OCCUPATION TAX**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and,

WHEREAS, the City of Decatur, Illinois is a home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Tax") (65 ILCS 5/8-11-24); and,

WHEREAS, the Municipal Grocery Retailers' Occupation Tax may be imposed "at the rate of 1% of the gross receipts from these sales" (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, "upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" as "an incident to a sale of service" (the "Municipal Grocery Service Occupation Tax") (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, the City Council of the City of Decatur believe that it is appropriate, necessary and in the best interests of the City and its residents, that the City levy a Municipal Grocery Retailers' Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and,

WHEREAS, the City Council of the City believe that it is appropriate, necessary and in the best interests of the City and its residents, that the City levy a Municipal Grocery Service

Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and,

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

Section 1. That Chapter 51.7 of the City Code of the City of Decatur, Illinois, be, and the same are hereby adopted, so that Chapter 51.7 as so adopted, shall provide as follows:

-CHAPTER 51.7-
MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND MUNICIPAL
GROCERY SERVICE OCCUPATION TAX

1. MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX IMPOSED.

A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

2. MUNICIPAL GROCERY SERVICE OCCUPATION TAX.

A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 1, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

3. ILLINOIS DEPARTMENT OF REVENUE TO ADMINISTER BOTH TAXES.

The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

4. EFFECTIVE DATE

The taxes imposed by this Ordinance shall take effect on January 1, 2026.

5. REPEAL OF CONFLICTING PROVISIONS.

All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

6. SEVERABILITY.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of April, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2025.

**Council Memo
Public Works Department
No. 2025-43**

DATE: 4/21/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Egizii Electric for South Water Treatment Plant Electrical Improvements, City Project 2022-18

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 resolutions:

1. Approving a contract with Egizii Electric, as the lowest responsible bidder for the amount of \$14,874,273.00, to perform the South Water Treatment Plant Electrical Improvements, contingent on Illinois Environmental Protection Agency (IEPA) approval, and
2. Authorizing a construction engineering contract with Crawford, Murphy and Tilly in the amount of \$625,000.00. After the construction contract is awarded by the City Council a "Notice of Intent to Award" will be executed and forwarded with the loan documents to the IEPA.

After the contracts are awarded by the City Council, a "Notice of Intent to Award" will be executed and forwarded with the loan documents to the IEPA for preparation of the final loan.

The attachments to the construction contract resolution include all contract documents except for standard "boilerplate" language and project-specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:

This project will accomplish two of the short-term capital improvements recommended in the 2021 Water Utility Long-Term Sustainability Plan: 1) SWTP Electrical Improvements, then estimated at \$16,076,000 and 2) Raw Water Pump Station Electrical Improvements, estimated at \$2,402,000.

The electrical system is critical to the operation of all water supply and treatment systems. It was designed for a 25-year life span and is well past that horizon. Electrical systems are experiencing a higher-than-normal rate of failure, frequently during off-hours. Parts are difficult, sometimes nearly impossible, to find. Often, electrical contractors need to be called in for emergency repairs at significant cost. The project also includes energy efficiency and sustainability features, including new LED lighting throughout the plant, an EV charging station for city vehicles, and switchgear to accommodate future solar-electric arrays. In addition, the project continues to advance the automation of the South Water Treatment Plant. It includes a number of control systems to

implement the SCADA Master Plan.

Public Bid Letting Results

The project plans and specifications were prepared by Crawford, Murphy and Tilly and bid by the City. The project was advertised on Wednesday, February 5, 2025, and the bids were opened on Wednesday, March 26, 2025. The bid results are as follows:

Bidder	Bid	Compared to Engineer's Est. Over (Under)
Egizii Electric	\$14,874,273.00	(19.3%)
Engineer's Estimate	\$18,440,000.00	-

Four large electrical contractors took out plans. Egizii was the sole bidder, but they provided a responsive and responsible bid at 19.3% below the Engineer's Estimate. One of the factors affecting the bidding was that the bids needed to remain open for 90 days to allow for the process of awarding funds through the State Revolving Fund program. The current period of economic uncertainty was also a factor. The bid from Egizii Electric was reviewed by our engineer, Crawford, Murphy and Tilly (CMT). Egizii has completed many projects of this type and CMT recommends award of the contract.

This project will be completed in accordance with the Federal Davis Bacon Wage laws. Upon approval by the City Council, the contractor will receive a "Notice of Intent to Award." All contract provisions, except for standard general and special conditions, are attached. Project Funding Through the Drinking Water Loan ProgramThe bid from Egizii Electric for the South Water Treatment Plant Electrical Improvements Project now provides the IEPA with real costs to prepare the final documents to secure a low interest loan through the Water Pollution Control Loan Program. The loan rate is expected to be 1.87% payable over a 20 or 30-year period beginning at the conclusion of the project. With the project bids in hand, the total loan request is estimated below:

	Project Estimate
Work Item	
Design Engineering	\$759,640.00
Loan Eligible Construction Cost	\$13,974,273.00
Construction Contingency	\$900,000.00
Construction Engineering	\$625,000.00
Total Estimated Project Cost	\$16,258,913.00
Total Estimated IEPA Loan Amount	\$15,778,141.19

The difference between the project cost and the IEPA loan amount is because the IEPA only allows 3% for construction contingencies and our engineer (CMT) recommended a more conservative \$900,000 (6.4%) due to the complexity of this project. It is expected that if contingencies are required to exceed 3% of the contract, the City will petition the IEPA to increase the loan amount to cover the added costs.

As noted above, upon Council authorization of the contract, the City will issue a Notice of Intent to Award to

the Contractor. The IEPA will review and authorize a loan for the project. Upon formal approval of the loan by the IEPA, the City will issue a Notice of Award to Egizii Electric requesting the executed Contract, Contract Performance Bond and Payment Bond. Once received and approved, a Notice to Proceed will be provided.

Construction Engineering Services

Crawford, Murphy and Tilly submitted a proposal for construction engineering services. They will provide on-site inspection and will provide specialized testing to ensure a quality project.

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

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

Egizii Electric is expecting to self-perform approx. 88% of the work with 12% subcontracted. Egizii has identified subcontracting approximately 10% of the work to MBEs for electrical materials and equipment supply. The proposal exceeds the 10% goal and a waiver is not requested.

SCHEDULE:

Bids opened by the City	March 26, 2025
City Council receives and approves bids	April 21, 2025
Notice of Intent to Award issued to contractors	April 23, 2025
IEPA approves bids and authorizes final award	May 2025
The loan is authorized by the IEPA	May 2025
Notice of Award issued	May 2025
Notice to Proceed is issued	June 2025
Project Completion	July 2, 2027

LEGAL REVIEW: The construction contract was provided to the Legal Department for review on January 31, 2025.

PRIOR COUNCIL ACTION:

- On July 12, 2021, the City Council was presented with a briefing on the Water Utility Long-Term Sustainability Plan at a study session. The plan recommended improving the aging electrical systems at the South Water Treatment Plant, including the Raw Water Pump Station, and that work is included in this project.
- On May 15, 2023, the City Council approved a Professional Services Agreement with Crawford, Murphy and Tilly for the engineering design of the South Water Treatment Plant Electrical Improvements project.
- On September 25, 2023, the City Council toured the South Water Treatment Plant as part of a study session on the water utility and observed the 35-year-old electrical equipment.
- On March 5, 2024, the City Council approved an Ordinance authoring the City of Decatur to borrow funds from the Public Water Supply Loan Program for the SWTP Electrical Upgrade project.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES:

Crawford, Murphy and Tilly provided input to this item.

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

BUDGET/TIME IMPLICATIONS: Budget Impact: Financing for this project will be through the Drinking Water Project Loan Program. Repayment of the loan will be funded by the Water Fund which is supported by water rates.

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

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

ATTACHMENTS:

1. 2025-43 Resolution SWTP Electrical Award -IEPA Loan Approval CP2022-18
2. Council Bid Tab
3. 2025-43 SWTP Location Map

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH EGIZII ELECTRIC
FOR SOUTH WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS,
CITY PROJECT 2022-18**

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

Section 1. That the tabulation of bids received for City Project 2022-18, South Water Treatment Plant Electrical Improvements, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Egizii Electric be accepted and a contract in the amount not to exceed \$14,874,273.00 be awarded accordingly, pending Illinois Environmental Protection Agency (IEPA) approval of award and receipt of an IEPA loan offer for the overall project.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Egizii Electric, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of not to exceed, \$14,874,273.00.

.

PRESENTED and ADOPTED this 21st day of April 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, _____, by and between the City of Decatur, Illinois, hereinafter called "Owner", and _____ hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "***SOUTH WTP ELECTRICAL IMPROVEMENTS, City Project 2022-18***", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is *July 2, 2027 Completion Date*.** The Contractor shall complete all work subject to the date on or before the specified date.
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

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

Addenda

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

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

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

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

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

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.
7. The Project is expected to be funded in part by a loan from the Illinois Environmental Protection Agency who is hereinafter called Agency and who will assume all duties and responsibilities and will have the rights and authority assigned to Agency in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Neither the State of Illinois nor any of its Departments, Agencies, or Employees is or will be a party to this Agreement. This Agreement is subject to Regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program.
8. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with generally accepted accounting principles. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any

cost submissions required under Section 662.420(b)(2) and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.

Audits shall be in accordance with U.S. generally accepted auditing standards.

The contractor shall agree to the disclosure of all information and reports resulting from access to records required by the Agency. When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

The records shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim, or exception.

The right of access will generally be exercised with respect to financial records under:

- i) negotiated prime contracts;
- ii) negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
- iii) subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

- i) with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
- ii) if there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

12. The contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 U.S.C. 3141 through 3148) as defined by the U.S. Department of Labor.
13. The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are

used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA. used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

14. No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
15. All claims, counter-claims, disputes, and other matters in question between recipient and the contractor arising out of, or relating to, a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the state.
16. Subcontracts Under Construction Contracts
The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:
 - 1) all applicable provisions of federal, State, and local law;
 - 2) all provisions of this Part regarding fraud and other unlawful or corrupt practices;
 - 3) all provisions of this Part with respect to access to facilities, records, and audit of records; and
 - 4) all provisions of subsection (f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.
17. In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.
18. Contractor and subcontractors shall provide Agency access to the construction work and shall provide facilities for access and inspection.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

CONTRACTOR

.

SECRETARY (Corporate Seal)

By _____
PRESIDENT

BID FORM

For Construction of: ***SOUTH WTP ELECTRICAL IMPROVEMENTS***
IEPA LOAN NO. L17-2292

City Project No.: ***2022-18***

Owner: **City of Decatur, Illinois**

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned further agrees that any contract awarded in response to the bid is expected to be funded in part by a loan from the PWSLP, and that neither the State of Illinois or any of its departments, agencies, or employees is or will be party to this bidding or any resulting contract.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds (if required) and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds (if required) and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

RETURN WITH BID

~~The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.~~

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
#1	03/06/2025	CU
#2	03/20/2025	Ch

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	Henson Robinson Company	HVAC
2.	CAD Construction	General Contractors
3.		
4.		

RETURN WITH BID

The Bidder certifies that the Build American Buy American Act (BABA Act) at Public Law 117-58, Sections 70901 through 70952 (41 U.S.C. 8301 note), as applicable.

By submission of the bid, each Bidder certifies, and in the case of a joint bid, each party to the joint bid certifies as to the party's own organization, that , in connection with the bid :

- A. "In conjunction with this bid or any other bid for a public contract within the State of Illinois, the BIDDER warrants and certifies that the BIDDER has not violated the bid-rigging prohibition of P.A. 85-1295 (Ill. Rev. Stat ch 38, par 33E-3), within the last five (5) years, and has not violated the bid rotation prohibition of P.A. 85-1295 (Ill. Rev. Stat ch 38, par 33E-4), at any time."
- B. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

By submission of the bid, each Bidder certifies, and in the case of a joint Bid each part thereto certifies as to his own organization, that in connection with the Bid:

- A. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the Bidderto induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

Each person signing the Bid shall certify that:

- A. The signer is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to 4.02. A through 4.02. C above; or
- B. The signer is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he or she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to 4.02. A through 4.02. C above, and as their agent shall so certify; and shall also certify that he or she has not participated, and will not participate, in any action contrary to 4.02. A through 4.02. C above.

BIDDER certifies that wages paid in connection with the Project shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. BIDDER further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

RETURN WITH BID

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.
- (ii) (A) The subrecipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

RETURN WITH BID

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The subrecipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

RETURN WITH BID

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the subrecipient. Such documentation shall be available on request of IEPA or USEPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient for transmission to IEPA or USEPA, if requested by USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*

- (i) *Apprentices.* Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to

utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) *Certification of eligibility.*
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000 – clauses (1) through (4) shall be inserted in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The subrecipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor,

RETURN WITH BID

such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

RETURN WITH BID

DATE March 26, 2025

(If an Individual)
Signature of Bidder

(SEAL)

Carole Keating

Tax ID #:

45-4882669

Business Address &
E-mail Address

Capitol Construction Group, LLC dba Egizii Electric
3009 Singer Avenue, Springfield, IL 62703
egizii_accounting@egiziielectric.com

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

(SEAL)

By:

Vice-President

Business Address &
E-mail Addresses

Names of Officers

President

Secretary

Treasurer

Attest:

Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
South WTP Electrical Improvements
CITY PROJECT 2022-18

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

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	South WTP Electrical Improvements	LS	1	13,974,273.00	13,974,273.00
2	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$900,000	<u>\$900,000</u>
TOTAL BASE BID					<u>14,874,273.00</u>

TOTAL BASE BID IN WORDS

Fourteen million, eight hundred seventy-four thousand, two hundred seventy-three and 00/100

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

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items, with the base bid work at the owner's sole discretion.

ALTERNATE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
A.1					
A.2					
A.3					
A.4					
TOTAL ALTERNATE BID					<u> </u>

TOTAL ALTERNATE BID IN WORDS

PROJECT NUMBER: 2022-18 PROJECT NAME: South WTP Electrical Improvements BID DATE: 3/26/2025 TIME: 10:00 a.m. FUND: Water Capital Projects ORGANIZATION CODE: 89438925 OBJECT CODE: 428000				Engineer's Estimate City Engineering Division		Capitol Construction Group dba Egizzi Electric 3009 Singer Ave. Springfield, IL 62703 Contact Person Rod Clark 217-528-4001 rclark@egizzelectric.com	
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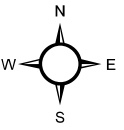
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	South WTP Electrical Improvements	LS	1	\$17,540,000.00	\$17,540,000.00	\$13,974,273.00	\$13,974,273.00
2	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00
TOTAL BIDS (AS CORRECTED)					\$18,440,000.00	\$14,874,273.00	
Percent Over Under ENGINEER'S ESTIMATE					-19.34%		

 Robert C. Weil., Water Production Manager

 Date



South Water Treatment Plant Electrical Improvements, Project 22-18



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A CONSTRUCTION ENGINEERING CONTRACT
WITH CRAWFORD, MURPHY AND TILLY FOR SOUTH WATER TREATMENT
PLANT ELECTRICAL IMPROVEMENTS, CITY PROJECT 2022-18**

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

Section 1. That the Professional Engineering Services Agreement for the South Water Treatment Plant Electrical Improvements, City Project 2022-18, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Crawford, Murphy, and Tilly 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 Crawford, Murphy and Tilly, for a fee not to exceed \$625,000.00.

PRESENTED and ADOPTED this 21st day of April 2025.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit A

CITY OF DECATUR CONSTRUCTION PHASE ENGINEERING SERVICES AGREEMENT for SOUTH WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS PROJECT (CITY PROJECT 2022-18)

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

Crawford, Murphy & Tilly, 2750 West Washington Street, Springfield, IL 62702., ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.
5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. PRELIMINARY DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.

2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.

4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

D. BIDDING PHASE.

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

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in

writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.

6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

E. CONSTRUCTION SURVEY AND LAYOUT PHASE.

The Consulting Engineer or Surveyor shall, after written authorization to proceed with the Construction Survey and Layout Phase:

1. Duties. The Consulting Engineer or Surveyor shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Consulting Engineer or Surveyor shall be sufficient to permit the construction contractor ("Contractor") to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.
2. Replacement of Lost Control Points. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Consulting Engineer or Surveyor and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City or its construction contractor.
3. Accuracy. The Consulting Engineer or Surveyor shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Consulting Engineer or Surveyor shall be responsible for the accuracy of the control points which are established. The Consulting Engineer or Surveyor shall be responsible for costs which may result from errors by the Consulting Engineer or Surveyor in placement of control points.

The Consulting Engineer or Surveyor shall take all reasonable and customary actions to protect the control points established by the Consulting Engineer or Surveyor.

4. Completion Time. The Construction Survey and Layout Phase shall be completed within the time period set forth in Exhibit C, Project Timeline.

F. 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 and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, 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. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Consulting Engineer, Contractor and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.
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), and 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. Contract Documents. The Consulting Engineer shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. 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.
6. Documentation. The Consulting Engineer shall prepare all documentation and provide the same to meet the requirements defined in the Illinois Department of Transportation Construction Manual and Documentation Guide ("Manual"). The Manual used shall be the most current at the time of inspection. Documentation shall be available for review by the City's Representative at all times. Specifically, the Consulting Engineer shall, in addition the above,
 - a. Prepare Inspector's Daily Reports and Quantity Book as required in the Manual.
 - b. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the

execution of the Contract, the Consulting Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

- c. Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City's Representative.
 - d. Take multiple photographs of the Work and keep a log and file of the photos. The photographs shall be provided to the City's Representative upon demand and at project closeout.
 - e. Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.
7. Reports. The Consulting Engineer shall,
- a. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City's Representative regarding Change Orders and Field Orders.
 - d. Report immediately to the City's Representative upon the occurrence of any accident.
8. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:
- a. Issue all instructions of the City's Representative to the Contractor(s).
 - b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
 - c. Have authority, as a representative of the City, to require special inspection or testing of the work.
 - d. 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.
9. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and 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.

10. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
11. 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.
12. 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.
13. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
14. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall

assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.

- f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

- 1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
- 3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information

and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the

Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the

Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.

2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2025

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FIRM
Crawford, Murphy & Tilly

By: Christina Crites
Christina Crites, P.E., Vice President

**EXHIBIT A
CITY OF DECATUR
S WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS
CONSTRUCTION PHASE ENGINEERING
SCOPE OF SERVICES**

The **Scope of Services** for the City of Decatur South Water Treatment Plant Electrical Improvements Construction Phase Services shall consist of the following tasks.

1. **Pre-Construction Meeting.** Attend pre-construction meeting to discuss project scope, communication requirements, procedures, schedule, etc.
2. **Shop Drawing Review.** Review submittals (and potential resubmittals) as required for construction. Estimated 60 submittals.
3. **Request for Information (RFI) and Questions from the Field.** Respond to contractor and owner-initiated questions during construction. Forms and documentation completed by City of Decatur staff.
4. **Review Pay Applications.** Assist owner in review of pay applications.
5. **Special Discipline Site Visits.** Review and respond to owner or contractor-initiated requests for electrical, mechanical and process mechanical site visits during construction. This is separate from a punch list inspection.
 - Electrical – Thirty (30) site visits
 - HVAC – One (1) site visits
6. **Startup Services.** After the construction is substantially complete and ready to be brought online and made operational, visit the project site to assist the City in the startup and operation of the new improvements.
 - Electrical – Ten (10) site visits
7. **Prepare Punch List.** Upon substantial completion, conduct a site visit to develop a punch list of outstanding items to be completed by the Contractor in order for the construction contract to be finalized.
 - Electrical – Six (6) site visits
 - HVAC – One (1) site visit
8. **Record Drawings.** Using Contractor and owner initiated drawing markups and measurements, make AutoCAD revisions, develop electronic and hard copy record drawings.
9. **Limited Construction Observation.** Construction observation shall not be full time but will be on a part time basis as needed for inspection (not approval) of the progress of the work.

1800 manhours are estimated for Limited Construction Observation.

Not Included in Scope of Services

1. Full time Construction Observation.
2. Weekly Coordination Meetings.
3. Monthly Pay/Progress Meetings.

Estimated Engineering Fee

The estimated engineering fee for the above scope of services is **\$625,000.00**



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

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

EXHIBIT C

PROJECT TIMELINE

Construction Phase Service tasks identified in Exhibit A shall follow the Contractor's schedule for each of the appropriate tasks or shall be conducted when requested by City of Decatur staff.



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

Amendment No

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

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

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

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

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

State fully the nature and reason for the amendment change _____

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

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

☐	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 _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2024

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Audrey McNeill PHONE (A/C, No, Ext): 309-282-3907 FAX (A/C, No): E-MAIL ADDRESS: amcneill@holmesmurphy.com
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield IL 62702	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company INSURER B: Aspen Specialty Insurance Company INSURER C: XL Specialty Insurance INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 603781238

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ JEC1 ☐ LOC ☐ OTHER:			5D57480	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5E57480	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			5J57480	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5T57480 (NJ) 5M57480 (FL) 5H57480	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability			ER00YEL25	1/1/2025	1/1/2026	Claim/Aggregate 2,000,000
C	Professional Liability Each Claim			DPR5037922	1/1/2025	1/1/2026	Each Claim 5,000,000 Aggregate 7,000,000

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

THE CITY OF DECATUR IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS. A 30 DAY NOTICE OF CANCELLATION APPLIES TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

CANCELLATION

CITY OF DECATUR
1 GARY K ANDERSON PLAZA
DECATUR IL 62523
USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF Illinois)
) ss.
 COUNTY OF Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Crawford, Murphy & Tilly, Inc (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

 Partnership (if a Partnership, complete C)

 Limited Liability Corporation (if an LLC, complete C)

 Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-084462.

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Brian R Welker</u> Name	<u>2750 West Washington Street</u> Company Address, Principal Office
<u>550 N Commons Dr. Suite 116</u> Address	<u>Springfield, IL 62702</u> City, State, Zip
<u>Aurora, Illinois 60504</u> City, State, Zip	<u>(217) 787-8050</u> Telephone Facsimile
<u>(630) 820-1022</u> Telephone	<u>www.cmtengr.com</u> Website

The corporate officers are as follows:

President: Adam J Burns

Vice President: Christina L. Crites

Secretary: Raed A. Armouti

C. PARTNERSHIP OR LLC

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

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

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

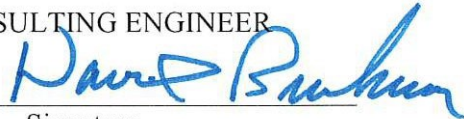
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER



Signature

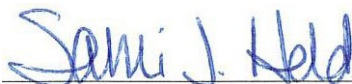
David L Burkum

Printed Name

Vice President

Title

SUBSCRIBED and SWORN to before me this 11 day of Apr., 2015..



Notary Public

OFFICIAL SEAL SAMI J. HELD NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11-03-2025
--

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2025

Classification	Regular Rate
Senior Principal 2	\$ 350
Senior Principal	\$ 325
Principal	\$ 310
Senior Specialty Engineer 2 Senior Structural Engineer 2 Senior Planner 2 Senior Specialty Professional 2 Senior Civil Engineer 2	\$ 290
Senior Environmental Scientist 2 Project Manager Senior Architect 2 Senior Structural Engineer	\$ 250
Senior Civil Engineer Senior Environmental Scientist Senior Specialty Professional	\$ 235
Senior Administrative Specialist Senior Technician 2	\$ 200
Senior Technician	\$ 190
Project Environmental Scientist Project Civil Engineer Project Specialty Engineer Project Structural Engineer Senior Planner	\$ 185
Project Planner Project Specialty Professional Civil Engineer Specialty Engineer Structural Engineer	\$ 180
Administrative Specialist Specialty Professional Planner Project Technician	\$ 160
Architect	\$ 150
Environmental Scientist Technician	\$ 135
Admin/ Admin Coordinator	\$ 110

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2026.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

1/16/2025

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:			
<i>(Consulting Engineer Name & Address)</i>		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		<i>(For City Use)</i>	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature: _____

Title: _____

EXHIBIT J

STATE REVOLVING FUND LOAN RELATED CONTRACT PROVISIONS

1. *Small and Minority Firms and Women's Business Enterprises*: 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 Public Water Supply loan rules. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
2. *Records and Audits*: The **ENGINEER** shall maintain books, records, documents and other evidence directly pertinent to performance of Public Water Supply Loan Program loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Illinois Environmental Protection Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards in the United States of America.
3. *Disclosure of Information*: The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to Item 2 above, to the IEPA. Where the audit concerns the **ENGINEER**, the auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
4. *Maintaining Records*: Records under Item 2 above shall be maintained and made available during performance on IEPA loan work under this Agreement and until three years from date of final loan audit for the Project. In addition, those records which relate to any "dispute" pursuant to the Loan Rules Section 662.650 (Disputes) or litigation, or the settlement of claims arising of such performance, costs or items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
5. *Covenant Against Contingent Fees*: The **ENGINEER** 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.
6. *Disbarment Under Federal Executive Order 12549*: The **ENGINEER** certifies that the services of anyone debarred or suspended under Federal Executive Order 12549 has not or will not be used for design. EPA Form 5700-49 is completed and attached.

7. *Nondiscrimination Clause:* The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this **AGREEMENT**. 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 **AGREEMENT** or other legally available remedies.
8. *Construction Contract Completion Date:* This **AGREEMENT** will end ninety (90) days from the construction completion date.

**Council Memo
Public Works Department
No. 2025-39**

DATE: 4/21/2025

TO: Honorable Mayor Julie Moore Wolfe 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 One Ford F-150 Truck

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of \$53,878.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for one (1) Ford F-150 truck.

BACKGROUND:

Building Inspections has requested one (1) new vehicle to replace one (1) existing vehicle. The vehicles being replaced are:

#669, 2021 Ford F-150 with 26,248 miles. The vehicle is being replaced due to being totaled in an accident. The replacement vehicles are estimated to be delivered within 30 days.

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 Building Inspections 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. 2025-39 Morrow Brothers F-150 Resolution

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE
PURCHASE OF ONE FORD F-150 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 one (1) 2024 Ford F-150 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 \$53,878.00, 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 \$53,878.00.

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 21st day of April 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

March 31, 2025

City of Decatur Illinois

Chris Bergschneider

O: 217-875-5718

RBergschneider@decaturil.gov

669 BLD INSP
REPLACEMENT
FROM WRECK + TOTALLED

We propose the following for your consideration.

1-NEW 2024 FORD F150 Crew Cab 4x4 145" WB

To include the following optional equipment:

YZ White Exterior, AS 40/20/40 Vinyl Seating

V8 Gasoline Engine, 10-Speed Automatic

E-Locking Rear Axle, Air Conditioning, AM/FM/MP3

Power Windows/Locks/Mirrors, Cruise Control

Remote Keyless Entry, Bluetooth Communications

Back-Up Camera, Reverse Sensing System

Trailer Tow Package, Grip Strut Running Boards

Headache Rack/Glass Guard, (4) Corner Warning

Whelen 54" Lightbar, Traffic Advisor, (6) Switch

Weather-Tech Floor Liners, New M License/Title

Delivery to Decatur Fleet, IL. Contract P-29479

Illinois Government Price \$53,878.00 *

Units are in stock* at the time of this quote and available, first come first serve. 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.
12131

EXHIBIT A

Public Works Memorandum
NO. 2025-42

DATE: April 11, 2025

TO: Honorable Mayor Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with William Charles Construction Company, LLC for the 27th Street Reconstruction Project, City Project 2024-11, Section No. 24-00411-00-RP

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest the following:

Awarding the contract for the 27th Street Reconstruction Project, City Project 2024-11, to William Charles Construction Company, LLC as the lowest, responsible bidder in the amount of \$1,770,000.00 and that the Mayor be authorized to execute the contract and the City Clerk to attest. The resolution represents an expenditure of \$1,621,146.09 as the low bid plus \$148,853.91 for project contingencies.

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

PRIOR COUNCIL ACTION:

May 20, 2024 – Council approved Resolution R2024-237 appropriating \$2,500,000 of State Motor Fuel Tax (MFT) funds and Rebuild Illinois (RBI) funds for the purpose of reconstructing 27th Street under the applicable provisions of the Illinois Highway Code.

BACKGROUND:

Necessity to Reconstruct 27th Street

North 27th Street from Hubbard Avenue to IL RT 48 receives 500 to 1,000 loaded grain trucks every single day entering ADM’s probe stand. The City has performed concrete pavement patching several times in past years, unfortunately, the base has not held up to the heavy truck traffic and patching has become a waste of resources. Slabs have settled considerably, becoming a safety hazard. The condition of the road can only be addressed through a full reconstruction.

Project Description

The 27th Street Reconstruction Project will involve removing existing pavement, excavating a portion of the base material, adding rock and cement to stabilize the base, constructing new jointed concrete pavement, adjusting utilities, installing a new video detection system for the traffic signals, and pavement striping. This stretch of North 27th Street is 1,366 feet long equating to just over one lane mile of reconstructed roadway. (see attached location map):

Letting Results

The project scope and specifications were prepared by the Engineering Division and approved by the Illinois Department of Transportation (IDOT) for the use of State MFT funds and Rebuild Illinois (RBI) funds. The project was advertised on March 26, 2025 and bids were opened on April 9, 2025. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Kinney Contractors, Inc.	\$1,771,387.49	(26.43%)
William Charles Construction Company, LLC	\$1,621,146.09	(32.67%)
Engineer's Estimate	\$2,407,763.30	-----

Seven contractors took out bid packages and two submitted a bid. William Charles Construction Company, LLC provided the lowest responsible bid at 32.67% under the engineer's estimate. William Charles Construction Company, LLC is the prime contractor on the Brush College Road over Faries Parkway project. Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the IDOT for final approval in accordance with the rules governing the disbursement of State MFT and RBI funds. This project will use the City's remaining RBI funds.

SCHEDULE:

Following approval of the contract by the City Council, the contracts will be forwarded to IDOT in Effingham for approval. Work on this project shall begin after a "Notice to Proceed" has been issued from the City. The 27th Street Reconstruction project is scheduled to be complete by mid-August 2025.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for a majority of this project is allocated in State MFT/RBI Funds. RBI Funds will first be exhausted, estimated to be ~\$1,071,188, then the remaining will come out of regular State MFT Funds. Other sources include the Water Fund, Sanitary Sewer Fund, and Storm Water Fund. Water valve box adjustments will be funded from the Water Fund (\$1,923.00). Sanitary manhole adjustments will be funded out of the Sanitary Sewer Fund (\$9,080.00). Storm inlet adjustments will be funded out of the Storm Water Fund (\$4,887.00). It is expected the Sanitary District of Decatur will reimburse the City for adjusting their manholes, which will credit the Sanitary Sewer Fund in the amount of \$7,400.00. Of the previously appropriated \$2,500,000, it is proposed that a total project expenditure of \$1,770,000 be approved. This represents the low bid amount of \$1,621,146.09 plus \$148,853.91 for project contingencies. Due to the unexpected low unit prices, some of the contingency will be spent on addressing the turn lane within the southern portion

of the project limits. We plan to add the remaining \$730,000 to the appropriation for the 2025 Street Restoration Project expected to go out for bid within the next couple of months. This will aid the City in completing the street list as defined in the 5 year plan.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

MINORITY PARTICIPATION GOALS ON STATE MOTOR FUEL TAX FUNDED PROJECTS:

The City receives State MFT funds which are used to perform contract maintenance on streets and bridges on a regular basis. The expenditure of State MFT funds is highly regulated by the Illinois Department of Transportation. The City's minority participation goals may not be applied to State MFT projects.

POTENTIAL OBJECTION: There are no known objections to this resolution and bid award.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation and Sanitary District of Decatur.

LEGAL REVIEW: The specifications for the 27th Street Reconstruction project were sent to Legal on March 21, 2025.

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

This memorandum was prepared by Don Cisco, Engineering Project Manager.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH WILLIAM CHARLES CONSTRUCTION COMPANY,
LLC FOR THE 27TH STREET RECONSTRUCTION PROJECT
CITY PROJECT 2024-11
SECTION NO. 24-00411-00-RP**

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

Section 1. That the tabulation of bids received for City Project 2024-11, 27th Street Reconstruction Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of William Charles Construction Company, LLC be accepted, and a contract awarded accordingly, and that said contract between William Charles Construction Company, LLC and the City of Decatur is for a total amount of \$1,770,000.00.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and William Charles Construction Company, LLC, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of \$1,770,000.00.

PRESENTED and ADOPTED this 21st day of April, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Exhibit A

Local Public Agency Formal Contract

Contractor's Name

William Charles Construction Company, LLC

Contractor's Address

833 Featherston Road

City

Rockford

State

IL

Zip Code

61107

STATE OF ILLINOIS

Local Public Agency

City of Decatur

County

Macon

Section Number

24-00411-00-RP

Street Name/Road Name

27th Street

Type of Funds

Motor Fuel Tax Fund

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Mayor

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Decatur	27th Street	Macon	24-00411-00-RP

1. THIS AGREEMENT, made and concluded the 21st day of April, 2025 between the City of Decatur, known as the party of the first part, and William Charles Construction Company, Inc., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 24-00411-00-RP in City of Decatur, approved by the Illinois Department of Transportation on , are essential documents of this contract and are a part hereof.

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

Attest: The City of Decatur

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Schedule of Prices



Contractor's Name

William Charles Construction Company, LLC

Contractor's Address

833 Featherstone Road

City

Rockford

State

IL

Zip Code

61107

Local Public Agency

City of Decatur

County

Macon

Section Number

24-00411-00-RP

Route(s) (Street/Road Name)

27th Street

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	1337	\$38.3000	\$51,207.10
28000500	INLET & PIPE PROTECT	EACH	5	\$727.0000	\$3,635.00
30103000	SHAPING & GRAD RDWAY	UNIT	14	\$2,472.0000	\$34,608.00
35200420	PROC SOIL-CEM BC 12	SQ YD	8487	\$5.7000	\$48,375.90
35200500	CEMENT	100 WT	9143	\$10.1000	\$92,344.30
42000060	WELDED WIRE REINF	SQ YD	8354	\$14.0000	\$116,956.00
42001300	PROTECTIVE COAT	SQ YD	8354	\$0.0100	\$83.54
44000100	PAVEMENT REM	SQ YD	8138	\$14.0000	\$113,932.00
44000500	COMB CURB GUTTER REM	FOOT	858	\$5.3000	\$4,547.40
44003100	MEDIAN REMOVAL	SQ FT	345	\$10.0000	\$3,450.00
42000501	PCC PVT 10 JOINTED	SQ YD	8354	\$111.2000	\$928,964.80
44213200	SAW CUTS	FOOT	7413	\$2.6000	\$19,273.80
60260500	INLETS ADJ NEW T3F	EACH	1	\$1,252.0000	\$1,252.00
60604000	COMB CC&G TB6.12 DOW	FOOT	696.0	\$38.3000	\$26,656.80
60605200	COMB CC&G TB6.24 DOW	FOOT	130.5	\$94.5000	\$12,332.25
60618320	CONC MEDIAN SURF 6	SQ FT	490	\$15.2000	\$7,448.00
70300150	SHRT TRM PAVT MK REM	SQ FT	1721	\$2.3000	\$3,958.30
70306130	TMP PVT MK L6 T3 TAPE	FOOT	3061	\$2.0000	\$6,122.00
70306210	TMP PVT MK L24 T3 TAP	FOOT	95	\$7.5000	\$712.50
73700200	REM CONC FDN-GR MT	EACH	1	\$2,600.0000	\$2,600.00
78009000	MOD URETH PM LTR-SYM	SQ FT	31	\$5.5000	\$170.50
78009006	MOD URETH PM LINE 6	FOOT	5361	\$1.4000	\$7,505.40
78009024	MOD URETH PM LINE 24	FOOT	149	\$5.5000	\$819.50
78300201	PAVMT MRKG REM GRIND	SQ FT	261	\$5.0000	\$1,305.00

Local Public Agency		County		Section Number		Route(s) (Street/Road Name)
City of Decatur		Macon		24-00411-00-RP		27th Street
Item Number	Items	Unit	Quantity	Unit Price	Total	
LR400015	ADD ROCK	SQ YD	8487	\$9.0000	\$76,383.00	
X1400399	VID DET SYS COMPLETE	EACH	1	\$45,500.0000	\$45,500.00	
X6025550	MAN ADJ STAB BAS SPL	EACH	4	\$1,850.0000	\$7,400.00	
X6025580	MAN ADJ NEW T1F CL STAB	EACH	1	\$1,680.0000	\$1,680.00	
X6030041	VAL BOX FR ADJ NEW FR ST	EACH	3	\$641.0000	\$1,923.00	
Bidder's Total Proposal					\$1,621,146.09	

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

BID TOTAL



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
City of Decatur	Macon	27th Street	24-00411-00-RP

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

We, William Charles Construction Company, LLC
Contractor's Name and Address

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

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
One Million, Six Hundred Twenty-One Thousand, One Hundred Forty-Six and 09/100-----
Dollars (\$1,621,146.09) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name
William Charles Construction Company, LLC

By
Signature & Date

Attest
Signature & Date

Company Name

By
Signature & Date

Attest
Signature & Date

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

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of PRINCIPAL

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

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

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of SURETY

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

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

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this 21st day of April, 2025
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

City Council

Awarding Authority Signature & Date

Municipality

Local Public Agency Type

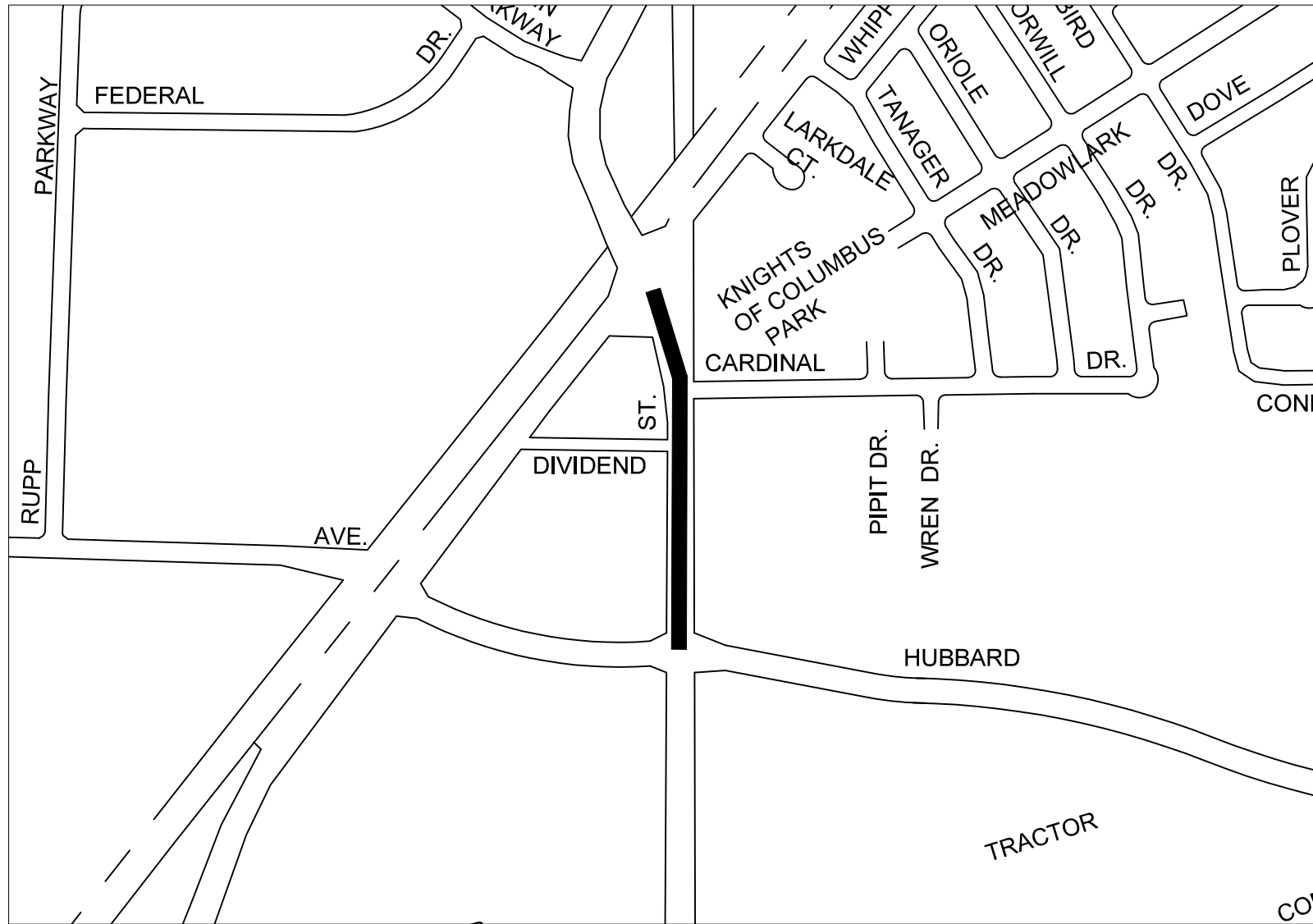
Clerk

PROJECT NUMBER: 2024-11 PROJECT NAME: 27th Street Reconstruction BID DATE: 4/9/2025 TIME: 10:00 a.m. FUND: MFT FUND ORGANIZATION CODE: 46484606 OBJECT CODE: 489070				Engineer's Estimate City Engineering Division		William Charles Construction Company, LLC 833 Featherstone Road Rockford, IL 61107 Contact Person Joseph Weishaar		Kinney Contractors Inc. 19342 E Frontaeg Rd Raymond, IL 62560 Contract Person William Kinney	
--	--	--	--	--	--	--	--	---	--

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200100	EARTH EXCAVATION	1337.00	CU YD	\$70.00	\$93,590.00	\$38.30	\$51,207.10	\$40.00	\$53,480.00
28000500	INLET AND PIPE PROTECTION	5.00	EACH	\$185.00	\$925.00	\$727.00	\$3,635.00	\$200.00	\$1,000.00
30103000	SHAPING AND GRADING ROADWAY	14.00	UNIT	\$3,000.00	\$42,000.00	\$2,472.00	\$34,608.00	\$2,800.00	\$39,200.00
35200420	PROCESSING SOIL-CEMENT BASE COURSE 12"	8487.00	SQ YD	\$11.00	\$93,357.00	\$5.70	\$48,375.90	\$9.00	\$76,383.00
35200500	CEMENT	9143.00	100 WT	\$13.00	\$118,859.00	\$10.10	\$92,344.30	\$11.90	\$108,801.70
42000060	WELDED WIRE REINFORCEMENT	8354.00	SQ YD	\$20.00	\$167,080.00	\$14.00	\$116,956.00	\$11.50	\$96,071.00
42001300	PROTECTIVE COAT	8354.00	SQ YD	\$2.50	\$20,885.00	\$0.01	\$83.54	\$0.01	\$83.54
44000100	PAVEMENT REMOVAL	8138.00	SQ YD	\$45.00	\$366,210.00	\$14.00	\$113,932.00	\$26.00	\$211,588.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	858.00	FOOT	\$33.00	\$28,314.00	\$5.30	\$4,547.40	\$16.00	\$13,728.00
44003100	MEDIAN REMOVAL	345.00	SQ YD	\$7.00	\$2,415.00	\$10.00	\$3,450.00	\$10.50	\$3,622.50
42000501	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	8354.00	SQ YD	\$120.00	\$1,002,480.00	\$111.20	\$928,964.80	\$106.00	\$885,524.00
44213200	SAW CUTS	7413.00	FOOT	\$8.00	\$59,304.00	\$2.60	\$19,273.80	\$4.25	\$31,505.25
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	1.00	EACH	\$3,700.00	\$3,700.00	\$1,252.00	\$1,252.00	\$1,555.00	\$1,555.00
60604000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (DOWELLED)	696.00	FOOT	\$140.00	\$97,440.00	\$38.30	\$26,656.80	\$78.00	\$54,288.00
60605200	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (DOWELLED)	130.50	FOOT	\$150.00	\$19,575.00	\$94.50	\$12,332.25	\$106.00	\$13,833.00
60618320	CONCRETE MEDIAN SURFACE, 6 INCH	490.00	FOOT	\$20.00	\$9,800.00	\$15.20	\$7,448.00	\$12.50	\$6,125.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	1721.00	SQ YD	\$1.30	\$2,237.30	\$2.30	\$3,958.30	\$1.75	\$3,011.75
70306130	TEMPORARY PAVEMENT MARKING - LINE 6" - TYPE III TAPE	3061.00	SQ YD	\$4.00	\$12,244.00	\$2.00	\$6,122.00	\$3.50	\$10,713.50
70306210	TEMPORARY PAVEMENT MARKING - LINE 24" - TYPE III TAPE	95.00	FOOT	\$16.00	\$1,520.00	\$7.50	\$712.50	\$13.00	\$1,235.00
73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	1.00	FOOT	\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$1,165.00	\$1,165.00
78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	31.00	EACH	\$12.00	\$372.00	\$5.50	\$170.50	\$12.00	\$372.00
78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	5361.00	SQ YD	\$5.00	\$26,805.00	\$1.40	\$7,505.40	\$3.25	\$17,423.25
78009024	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	149.00	FOOT	\$20.00	\$2,980.00	\$5.50	\$819.50	\$14.00	\$2,086.00
78300201	PAVEMENT MARKING REMOVAL - GRINDING	261.00	FOOT	\$5.00	\$1,305.00	\$5.00	\$1,305.00	\$10.00	\$2,610.00
LR400015	ADD ROCK	8487.00	SQ YD	\$18.00	\$152,766.00	\$9.00	\$76,383.00	\$9.00	\$76,383.00
X1400399	VIDEO DETECTION SYSTEM COMPLETE	1.00	EACH	\$30,000.00	\$30,000.00	\$45,500.00	\$45,500.00	\$44,000.00	\$44,000.00
X6025550	MANHOLES TO BE ADJUSTED, STABILIZED BASE, SPL	4.00	EACH	\$6,000.00	\$24,000.00	\$1,850.00	\$7,400.00	\$2,000.00	\$8,000.00
X6025580	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, STABILIZED BASE	1.00	EACH	\$6,400.00	\$6,400.00	\$1,680.00	\$1,680.00	\$2,800.00	\$2,800.00
X6030041	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES, STABILIZED BASE	3.00	EACH	\$6,400.00	\$19,200.00	\$641.00	\$1,923.00	\$1,600.00	\$4,800.00
TOTAL BIDS (AS CORRECTED)				\$2,407,763.30		\$1,621,146.09		\$1,771,387.49	
Percent Over Under ENGINEER'S ESTIMATE						-32.67%		-26.43%	


Paul E Caswell, City Engineer


Date



■ N. 27TH STREET – SOIL CEMENT RECONSTRUCTION W/ PCC PAVEMENT

PROJECT TITLE <i>C.P. 2024-11 27TH STREET RECONSTRUCTION</i>	SHEET TITLE <i>N. 27TH ST</i>	SCALE: <i>NTS</i>	 CITY OF DECATUR PUBLIC WORKS DEPARTMENT	9
May 10, 2024 - 12:09pm	K:\Common\CVC PW\2024 City Projects\2024-08 Annual Street Restoration\Plans\2024-08 Location Maps.dwg		DATE: MARCH 2024 DRAWN BY: JDB CHECK BY: DMC	

**Council Memo
Public Works Department
No. 2025-40**

DATE: 4/21/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory 3158 Kathy Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3158 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 Office Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2025-40 Ordinance Annexing Territory 3158 Kathy Court

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3158 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 Mary C. Hambrecht and David W. Hambrecht, requesting that there be annexed to the City territory described as:

LOT FOUR (4) OF LAKELAND HEIGHTS 7TH ADDITION AS PER PLAT RECORDED IN BOOK 1832, PAGE 461 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-012

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of April 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.) _____

Mary C. Hambrecht

David W. Hambrecht

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3158 Kathy Court, and legally described as follows:

LOT FOUR (4) OF LAKELAND HEIGHTS 7TH ADDITION AS PER PLAT RECORDED IN BOOK 1832,
PAGE 461 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.
SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-012

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

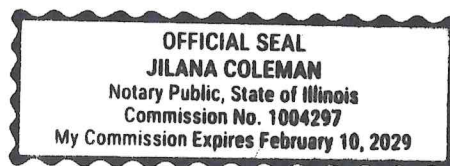
SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

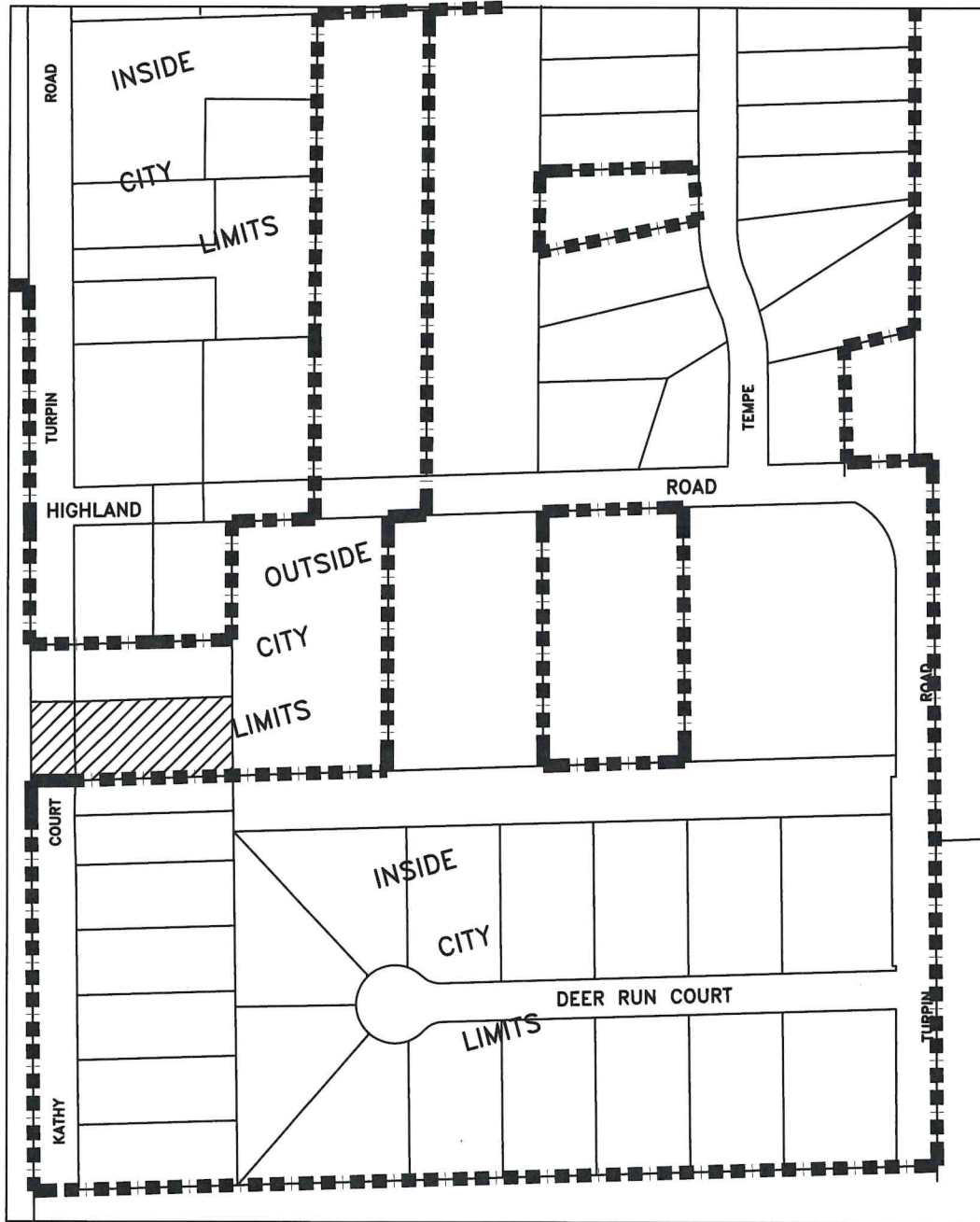
Mary C. Hambrecht MARY C. Hambrecht 3158 Kathy Ct, Decatur, IL
David W. Hambrecht DAVID W. HAMBRECHT 3158 KATHY CT, DECATUR, IL

Signed and sworn to before me this 1 day of April, 2025



Jilana Coleman
Notary Public

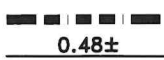
(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3158 KATHY COURT



indicates territory annexed



indicates existing corporate limits

0.48± acres

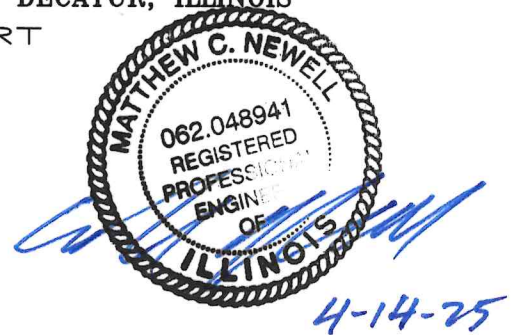
AREA 0.00075± sq. miles

88± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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

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

ORDINANCE NO: _____

DATE: _____

**Council Memo
Public Works Department
No. 2025-41**

DATE: 4/21/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory 3046 South Wheatland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3046 South Wheatland Road be approved.

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

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2025-41 Ordinance Annexing Territory 3046 South Wheatland Road

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3046 SOUTH WHEATLAND ROAD**

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

LOT 16 IN BLOCK 2 OF LAKELAND HEIGHTS AS PER PLAT RECORDED IN BOOK 982,
PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE, SITUATED IN THE COUNTY
OF MACON AND STATE OF ILLINOIS.

PIN# 17-12-36-127-011

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 21st day of April 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 represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
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 the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3046 South Wheatland Road, and legally described as follows:

LOT 16 IN BLOCK 2 OF LAKELAND HEIGHTS AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE, SITUATED IN THE COUNTY OF MACON AND STATE OF ILLINOIS.

PIN # 17-12-36-127-011

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

Casey R. Wator

Casey R. Wator

1203 Edwards St, Monticello, IL
61856

Signed and sworn to before me 28th day of March, 20 25

Tara R. Bachstein

Notary Public

(Rev. 12/2014)

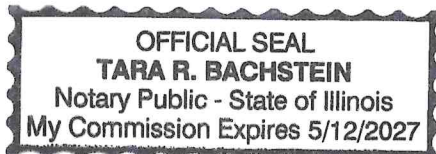
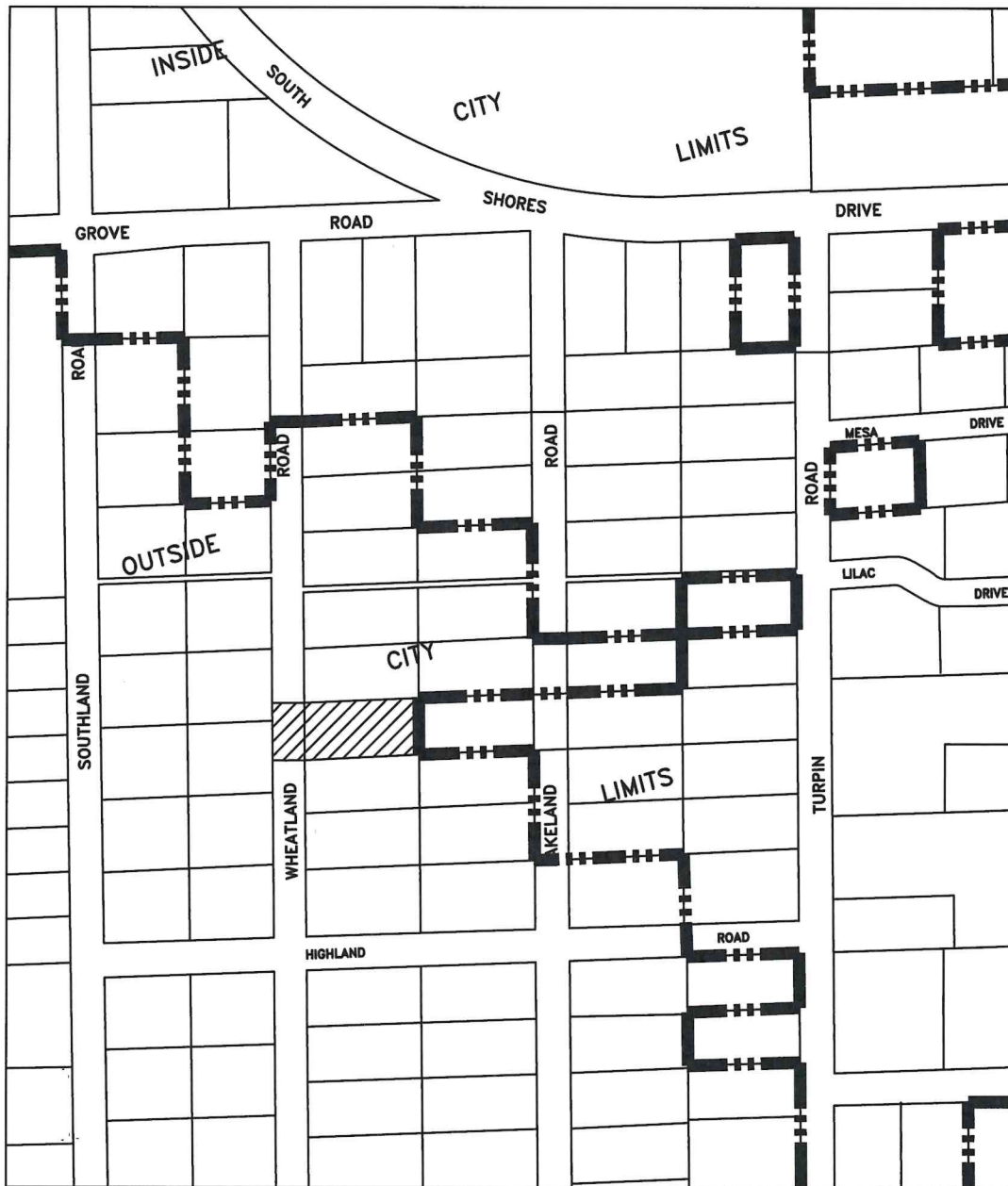


Exhibit A



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3046 SOUTH WHEATLAND ROAD



indicates territory annexed



indicates existing corporate limits

0.45± acres

AREA 0.00075± sq. miles

95± 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. 2025-44**

DATE: 4/21/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Kelly Harrison, Procurement Officer

SUBJECT:

Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve that the Mayor be authorized to sign, and the City Clerk attests to the following resolutions awarding annual Purchase Orders to purchase construction materials for City maintenance work:

1. Resolution approving an annual purchase order for \$75,875.00 with Dunn Company as the lowest qualified bidder to provide bituminous pavement materials for Fiscal Year 2025.
2. Resolution approving an annual purchase order for \$37,204.65 with Metal Culverts, Inc., as the lowest qualified bidder to provide corrugated steel for Fiscal Year 2025.
3. Resolution approving an annual purchase order for \$182,279.50 with VCNA Prairie LLC, as the lowest qualified bidder to provide portland cement concrete for Fiscal Year 2025.
4. Resolution approving an annual purchase order for \$49,783.50 with Beelman Logistics, LLC, as the lowest qualified bidder to provide crushed stone aggregate for Fiscal Year 2025.

BACKGROUND:

The City has open purchase orders to provide materials for street and utility maintenance work. Bituminous pavement materials are used for pothole patching and general street repairs. Concrete is used primarily for street and sidewalk repairs. Aggregate is used to provide back fill material for any trenching or pavement repair work. Larger aggregate is used for erosion control and to help stabilize road repairs in areas with poor base material. Having annual purchase orders in place allows most of the materials to remain with the supplier for delivery or pick up by the City as needed. This reduces the need for the City to keep and maintain extensive storage facilities.

Specifications were prepared by the Engineering Division and bids were obtained by the City's Purchasing Division. Letting results are as follows, bid tabulations are attached:

Asphalt Materials

Dunn Company	\$75,875.00
---------------------	--------------------

Crushed Stone Aggregate

(CA 6, 2" Coarse Aggregate, 6"-8" Rock)

Beelman Logistics, LLC	49,783.50
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Corrugated Steel Pipe	
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Metal Culverts, Inc.	\$37,204.65
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Energy Culvert Co.	\$47,910.76
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Portland Cement Concrete Materials	
---	--

VCNA Prairie Material Inc.	\$182,279.50
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CCI Redimix	\$261,400.00
-------------	--------------

SCHEDULE: The Purchase Orders are for Fiscal Year 2025, ending December 31, 2025.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

The City issues material purchase orders annually to provide construction materials for street maintenance work performed by the Public Works Department.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

None

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

BUDGET/TIME IMPLICATIONS: Budget Impact: Funding for the current year's materials contracts are provided in the general operating funds allocated to the Public Works Department.

Staffing Impact: Staffing time is allocated for street and utility maintenance.

ATTACHMENTS:

1. 2025-44 Resolution 1 Asphalt Purchase

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF DUNN COMPANY FOR THE PURCHASE
OF BITUMINOUS PAVEMENT MATERIALS**

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

Section 1. That the tabulation of the bid received for furnishing bituminous pavement materials presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Dunn Company, in the amount of \$75,875.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Dunn Company, for their bid price of \$75,875.00.

PRESENTED and ADOPTED this 21st day of April, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

Project Name: Bituminous Pavement Materials Bid Date: December 12, 2024 Time: 4:00 p.m.				Dunn Company, A Division of Tyrolt, Inc. Decatur, IL	
	Description	QTY.	Unit	Unit Price	Total
	40600001 Class 1, Type 2, Mixture C	400	TON	\$105.00	\$42,000.00
	40600002 Cold Mix (M19-07)	100	TON	\$100.00	\$10,000.00
	40600003 Cold Mix (M120-07)	150	TON	\$135.00	\$20,250.00
	Handling Cost (HC) Adjustment	1		\$3,625.00	\$3,625.00

TOTAL**\$75,875.00**

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by
As Requested

Quote due back
December 12, 2024 4:00 p.m.

Request for Quotation (This is not an order)

Date: 11/22/2024

Attn:
Kelly Harrison

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.

****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name

RYNN COMPANY

By (Signature)

DARIN C. WILSON, VICE PRESIDENT

Official Title

12-4-2024

Date

TERMS
Net 30 days

F.O.B.
Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
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	Annual material purchase of bituminous pavement materials for the City of Decatur from January 1, 2025 - December 31, 2025. See attached specifications. <u>REJECTION/AWARD</u> The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City. <u>DEADLINE</u> Sealed quotations are due on December 12, 2024, until 4:00 p.m. at the Purchasing Office, 1st floor, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. <u>BID IDENTIFICATION</u> Mark outside of bid envelope "SEALED QUOTE FOR BITUMINOUS PAVEMENT MATERIALS".		
--	--	--	--

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as email, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed or emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders **MUST** respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photo-copy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
BITUMINOUS PAVEMENT MATERIALS**

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS:

Material shall meet the following requirements of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, current addition:

(a) Fine Aggregates	Section 1003.03
(b) Coarse Aggregates	Section 1004.03
(c) RAP Material	Section 1031
(d) Mineral Filler	Sections 1010.04 and 1011
(e) Hydrated Lime	Section 1012.01
(f) Bituminous Material	Section 1032

Bituminous Surface Course - Class I (Type 2, Surface Mixture C) shall conform to the applicable articles of Section 406, "Bituminous Concrete Binder and Surface Course Class I" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Cold Mix (M 19) shall conform to Serial Number M 19 Bituminous Mixture for Maintenance Use, Liquid Asphalt Type, (most current revision), as prepared by the Illinois Department of Transportation.

Cold Mix (M 120) shall conform to Serial Number M 120 Bituminous Premix for Maintenance Use, Proprietary Mixes (most current revision), as prepared by the Illinois Department of Transportation.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
BITUMINOUS PAVEMENT MATERIALS**

METHOD OF MEASUREMENT:

Bituminous Surface Course - Class I (Type 2, Surface Mixture C), Cold Mix (M 19) and **Cold Mix (M 120)** will be measured for payment in tons (2000 pounds per ton). Material may be weighed at the place of loading or as designated by the City's representative.

The weight of the delivery shall be measured on a State certified accurate scale operated by competent personnel. For each pick-up, the City shall be provided a scale ticket verifying the weight of the bituminous material received.

BASIS OF PAYMENT:

Bituminous Surface Course - Class I (Type 2, Surface Mixture C), Cold Mix (M 19) and **Cold Mix (M 120)** will be paid for at the contract unit price per ton. Said unit price shall include the material and all costs to load the material into City provided vehicles.

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the unit bid price as the result of an increase or decrease in the quantities.
2. **BASIS OF AWARD.** The City will use its costs to take delivery of the material to determine the lowest net cost for the purchase of this material. The City estimates its costs to take delivery at **\$1.00 per ton per mile** from the City of Decatur's Municipal Service Center (MSC), 2600 North Jasper Street, Decatur, Illinois. The City's determination of net cost will be estimated in the following manner:

NET COST = (BID TOTAL) + (HANDLING COSTS)
HANDLING COSTS = (1250 Tons) x (\$1.00 per ton per Mile) x (D)
D = one-way travel distance from MSC to pick-up site.

EXAMPLE:

Company A's Total Bid is \$54,500 and is located 6 miles from the MSC.
Company B's Total Bid is \$49,000 and is located 15 miles from the MSC.

Net Cost Company A = (\$54,500) + (\$7,500.00) = \$62,000.00
Net Cost Company B = (\$49,000) + (\$18,750.00) = \$67,750.00

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
BITUMINOUS PAVEMENT MATERIALS**

SPECIAL CONDITIONS (continued):

- The City would award the contract to Company A, subject to the other bidding requirements being satisfied.
3. Unit prices quoted shall be F.O.B. at the mix plant.
 4. Ordered materials will be picked up by the City on a partial shipment basis as can be transported by City vehicles.
 5. The mix plant shall be located within 5 miles of the City limits.
 6. The Contractor shall provide to the City's Municipal Services Manager the asphalt plant operating schedule(s) including, at a minimum, the following information:
 - Anticipated annual opening and closing dates for the asphalt plant.
 - Days of the week and hours for each day that City can pick up materials.
 - Seasonal availability of Cold Mix material.
 7. The Contractor shall advise the City's Municipal Services Manager prior to the temporary shutdown of the asphalt plant if material availability will be impacted.
 8. The City will award a contract to the successful bidder to provide Bituminous Pavement Materials to the City beginning January 1, 2025 and ending December 31, 2025.
 9. The contract shall terminate at 12:00 p.m. local time, December 31, 2025.

BASIS OF AWARD:

A single contract will be awarded by the City to the contractor submitting the lowest responsive, responsible proposal to the City.

**CITY OF DECATUR
BITUMINOUS PAVEMENT MATERIALS
PROPOSAL SHEET**

**Estimated Quantities for 2025
BITUMINOUS PAVEMENT MATERIALS**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
40600001	BITUMINOUS CONCRETE SURFACE COURSE, CLASS I, (TYPE 2, MIXTURE C)	TON	400	<u>\$ 105.00</u>	<u>\$ 42,000.00</u>
40600002	COLD MIX (M19-07)	TON	100	<u>\$ 100.00</u>	<u>\$ 10,000.00</u>
40600003	COLD MIX (M120-07)	TON	150	<u>\$ 135.00</u>	<u>\$ 20,250.00</u>
SUB-TOTAL					<u>\$ 72,250.00</u>

HANDLING COST (HC) ADJUSTMENT:

HC = (D) x (1,250 tons) x (\$1.00 per ton per mile)

D = One way driving distance from asphalt plant to the
City's Municipal Services Center, 2600 North Jasper
Street, Decatur, Illinois. To the nearest tenth of a
mile.

HC = (<u>2.9</u>) x (1,250 tons) x (\$1.00 per ton per mile)	HANDLING COST	<u>\$ 3,625.00</u>
	TOTAL	<u>\$ 75,875.00</u>

**END OF PROPOSAL
FOR
BITUMINOUS PAVEMENT MATERIALS**

BID SIGNATURE PAGE

If a Corporation

Corporate Name

By Registered Agent:

Business Address:

DUNN COMPANY, A DIVISION OF TYPOLT, INC.
[Signature] DARIN C. LIPPOLT, VICE PRESIDENT
 Signature (please sign in ink) Print Name
724 N. MERGER STREET
 Street
DECATUR, IL 62522
 City State Zip
217 - 429-4444
 Area Code Telephone Number

Name of Officers:

DAVID W. TYPOLT 724 N. MERGER ST. DECATUR, IL 62523
 President Address
DARIN C. LIPPOLT 724 N. MERGER ST. DECATUR, IL 62523
 Vice President Address
ALAN A. DAVIS 724 N. MERGER ST. DECATUR, IL 62523
 Secretary Address
DAVID M. PERK 724 N. MERGER ST. DECATUR, IL 62523
 Treasurer Address

Sole Proprietor

Firm Name

Signature of Bidder:

Business Address:

[Signature] [Signature]
 Signature (please sign in ink) Print Name
 Street
 City State Zip
 Area Code Telephone Number

If a Partnership

Firm Name

By:

Business Address:

[Signature] [Signature]
 Signature (please sign in ink) Print Name
 Street
 City State Zip
 Area Code Telephone Number

Name of all
Members of Firm

[Name] [Address]
 Name Address
[Name] [Address]
 Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

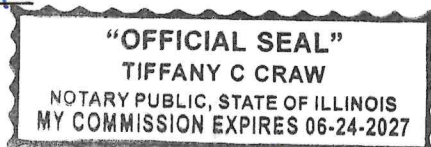
STATE OF ILLINOIS)
COUNTY OF MAHON) SS.

DARIN C. LIPPOLD, BEING FIRST DULY
SWORN, says that:

- 1) He is (Owner, Partner, Officer, Representative, or Agent) of
VUE RESIDENT, the Bidder that has submitted the
attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;
- 3) Such bid is genuine and is not a collusive or sham bid;
- 4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

DARIN C. LIPPOLD VUE RESIDENT
Title

Subscribed and sworn to before me this 4th day of December,
2024.



[Signature]
Notary Public
Title

My Commission expires 06-24-2027.

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

(Effective February 9, 1981)



**Illinois Department
of Transportation**

Certificate of Eligibility

Dunn Company

724 North Mercer Street DECATUR, IL 62522

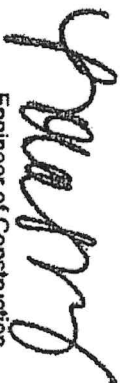
Contractor No 1550

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$86,294,000.00

001	EARTHWORK	\$1,475,000
003	HMA PLANT MIX	\$16,200,000
006	CLEAN & SEAL CRACKS/JOINTS	\$425,000
007	SOIL STABILIZATION & MOD.	\$9,275,000
032	COLD MILL PLAN. & ROTOMILL	\$5,325,000
042	COLD (IN-PLACE) RECYCLING	\$23,375,000
08A	AGGREGATE BASES & SURF. (A)	\$2,975,000
15A	COVER & SEAL COATS (A)	\$4,500,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/8/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/8/2024.


Engineer of Construction



DUNNCOM-01

MREED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2023

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

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

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Mackenzie Reed		
	PHONE (A/C, No, Ext): (217) 859-7048	FAX (A/C, No): (217) 877-0795	
	E-MAIL ADDRESS: mreed@firstmid.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual Insurance Company		15350
INSURED Dunn Company, a Division of Tyrolt Inc 724 North Mercer Decatur, IL 62522	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		A210838	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		A210838	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0			A210838	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A210843	1/1/2024	1/1/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			A210838	1/1/2024	1/1/2025	Limit 690,000
A	Installation Floater			A210838	1/1/2024	1/1/2025	Limit 35,000

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

Re: Street Construction & Excavation Contractor License for 2023

City of Decatur, Illinois is named as an additional insured under the General Liability and Automobile on a primary basis; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur License Division #1 Gary K Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mackenzie Reed</i>

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF METAL CULVERTS, INC. FOR THE
PURCHASE OF CORRUGATED STEEL PIPE**

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

Section 1. That the tabulation of bids received for furnishing corrugated steel pipe presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Metal Culvert, Inc., in the amount of \$37,204.65, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Metal Culverts, Inc. for their bid price of \$37,204.65.

PRESENTED and ADOPTED this 21st day of April, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

Project Name: Corrugated Steel Pipe Bid Date: December 12, 2024 Time: 4:00 p.m.				Metal Culverts, Inc. Jefferson City, MO		Energy Culvert Co Herrin, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	54206001 Corrugated Steel 12-inch	1,000	LF	\$10.80	\$10,800.00	\$14.40	\$14,400.00
	54206002 Corrugated Steel 15-inch	200	LF	\$13.55	\$2,710.00	\$17.28	\$3,456.00
	54206003 Corrugated Steel 18-inch	100	LF	\$16.10	\$1,610.00	\$21.60	\$2,160.00
	54206004 Corrugated Steel 24-inch	100	LF	\$27.10	\$2,710.00	\$27.36	\$2,736.00
	54206005 Corrugated Steel 30-inch	50	LF	\$33.30	\$1,665.00	\$43.20	\$2,160.00
	54206006 Corrugated Steel 36-inch	50	LF	\$39.70	\$1,985.00	\$51.84	\$2,592.00
	54206007 Corrugated Steel 48-inch	20	LF	\$74.30	\$1,486.00	\$93.60	\$1,872.00
	54206008 End Section 12-inch, no toe plate	20	EA	\$70.95	\$1,419.00	\$99.87	\$1,997.40
	54206009 End Section 15-inch, no toe plate	10	EA	\$88.15	\$881.50	\$126.86	\$1,268.60
	54206010 End Section 18-inch, no toe plate	10	EA	\$114.20	\$1,142.00	\$164.49	\$1,644.90
	54206011 End Section 24-inch, no toe plate	4	EA	\$170.45	\$681.80	\$245.48	\$981.92
	54206012 End Section 30-inch, no toe plate	2	EA	\$340.00	\$680.00	\$485.34	\$970.68
	54206013 End Section 36-inch, no toe plate	2	EA	\$548.05	\$1,096.10	\$782.34	\$1,564.68
	54206014 End Section 48-inch, no toe plate	2	EA	\$1,260.00	\$2,520.00	\$1,717.19	\$3,434.38
	54206015 Universal Band, 12-inch	50	EA	\$20.75	\$1,037.50	\$25.20	\$1,260.00
	54206016 Universal Band, 15-inch	20	EA	\$22.75	\$455.00	\$30.24	\$604.80
	54206017 Universal Band, 18-inch	10	EA	\$25.25	\$252.50	\$37.80	\$378.00
	54206018 Universal Band, 24-inch	10	EA	\$30.55	\$305.50	\$47.88	\$478.80
	54206019 Universal Band, 30-inch	5	EA	\$36.15	\$180.75	\$75.60	\$378.00
	54206020 Universal Band, 36-inch	5	EA	\$43.35	\$216.75	\$90.72	\$453.60
	54206021 Universal Band, 48-inch	5	EA	\$65.25	\$326.25	\$163.80	\$819.00
	54206022 Tee, 12 inch x 12 inch	5	EA	\$246.80	\$1,234.00	\$210.00	\$1,050.00
	54206023 Tee, 18 inch x 18 inch	5	EA	\$362.00	\$1,810.00	\$250.00	\$1,250.00
TOTAL				\$37,204.65		\$47,910.76	

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by
As Requested

Quote due back

December 12, 2024 4:00 p.m.

Request for Quotation
(This is not an order)

Date: 11/22/2024

Attn:

Kelly Harrison

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.

****We will consider substitute offers if the differences in specifications are explained.

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

We Quote You as Below

Company Name

Matthew P. Hurst

By (Signature)

Sales Manager

12/11/2024

Official Title

Date

TERMS
Net 30 days

F.O.B.
Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
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	Annual material purchase of corrugated steel and polyethylene pipe, fittings and fabrications for the City of Decatur from January 1, 2025 – December 31, 2025. See attached specifications. <u>REJECTION/AWARD</u> The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City. <u>DEADLINE</u> Sealed quotations are due on December 12, 2024, until 4:00 p.m. at the Purchasing Office, 1st floor, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. <u>BID IDENTIFICATION</u> Mark outside of bid envelope "SEALED QUOTE FOR CORRUGATED STEEL & POLYETHYLENE PIPE, FITTINGS & FABRICATIONS".		
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TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as email, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed or emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is in default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CULVERT PIPE, FITTINGS, AND FABRICATIONS**

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS FOR CORRUGATED STEEL (CS) PIPE, FITTINGS AND FABRICATIONS:

Corrugated Steel Pipe, fittings and fabrications shall meet the requirements of Section 542, "PIPE CULVERTS" and of Article 1006.01, "Corrugated Steel Pipe and Corrugated Steel Pipe Arch" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation. The minimum thickness for Corrugated Steel Pipe (CS) shall be as follows:

0.064 inches for 12-inch and 18-inch CS.
0.079 inches for 24-inch and 36-inch CS.
0.109 inches for 48-inch CS.

MATERIALS FOR CORRUGATED POLYETHYLENE (PE) PIPE, FITTINGS AND FABRICATIONS:

Corrugated Polyethylene (PE) Pipe with a smooth interior, fittings, and fabrications shall meet the requirements of Section 542, "PIPE CULVERTS" and of Article 1040.04, "Corrugated Polyethylene (PE) Pipe with a Smooth Interior" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Coupling systems shall be a factory installed polyethylene double bell coupler pressure testable to 5.0 psi with up to 5 degrees of axial misalignment.

End treatment and fittings used with the pipe shall be of the same material as the pipe unless approved otherwise by the Engineer.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CULVERT PIPE, FITTINGS, AND FABRICATIONS**

METHOD OF MEASUREMENT:

Corrugated Steel (CS) Pipe and Corrugated Polyethylene (PE) Pipe for the size specified will be measured for payment in feet (FT) delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

End Sections (CS) and End Sections (PE) for the size specified will be measured for payment as each (EA) end section delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Universal Bands (CS) for the size specified will be measured for payment as each (EA) band delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Tees (CS) and Tees (PE) will be measured for payment as each (EA) tee delivered to the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

BASIS OF PAYMENT:

Corrugated Steel (CS) Pipe and Corrugated Polyethylene (PE) Pipe for the size specified will be paid for at the contract unit price per foot (FT) of the specified pipe diameter. Said unit price shall include the pipe and all costs to deliver and unload the pipe at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

End Sections (CS) and End Sections (PE) for the size specified will be paid at the contract unit price each (EA) for the specified end section size. Said unit price shall include the end sections and all costs to deliver and unload the end sections at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Universal Bands (CS) for the size specified will be paid at the contract unit price each (EA) for the specified band size. Said unit price shall include the bands and all costs to deliver and unload the bands at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

Tees (CS) and Tees (PE) will be paid for at the contract unit price each (EA) for the specified pipe diameter. Said unit price shall include the Tees and all costs to deliver and unload the Tees at the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CULVERT PIPE, FITTINGS, AND FABRICATIONS**

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated and used to obtain unit prices. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the unit bid price as the result of an increase or decrease in the quantities.
2. Unit prices quoted shall be F.O.B. the City's Municipal Service Center, 2600 North Jasper Street, Decatur, Illinois.
3. Materials shall be delivered to the City within ten (10) calendar days from the date of receipt of the City's order.
4. Deliveries shall be made during the City's regular hours of operation, 7:30 a.m. to 4:00 p.m., Monday through Friday, except for Holidays, unless otherwise approved by the City's Municipal Services Manager.
5. City orders will, as can be practically scheduled, be "full truck load" quantities. In the event of a partial load, the Contractor and the City's Municipal Service Manager may agree to an extended delivery time with no adjustment in the unit price bid for the material ordered.
6. The City will award a contract to the successful bidder to provide culvert pipe, fittings, and fabrications beginning January 1, 2025 and ending December 31, 2025.
7. The contract shall terminate at 12:00 p.m., local time, December 31, 2025.

BASIS OF AWARD:

The City may award:

1. A **single contract** to one supplier to supply both types of pipes if the contractor submits the lowest responsive, responsible proposal for both types of pipes: or
2. As **two separate contracts** if the lowest responsive, responsible proposal for each type of pipe is submitted by different contractors.

**CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET**

**Estimated Quantities for 2025
PROPOSAL A
CORRUGATED STEEL PIPE**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
54206001	CORRUGATED STEEL (CS) PIPE, 12-INCH	LF	1000	\$14.40	\$14,400.00
54206002	CORRUGATED STEEL (CS) PIPE, 15-INCH	LF	200	\$17.28	\$3,456.00
54206003	CORRUGATED STEEL (CS) PIPE, 18-INCH	LF	100	\$21.60	\$2,160.00
54206004	CORRUGATED STEEL (CS) PIPE, 24-INCH	LF	100	\$27.36	\$2,736.00
54206005	CORRUGATED STEEL (CS) PIPE, 30-INCH	LF	50	\$43.20	\$2,160.00
54206006	CORRUGATED STEEL (CS) PIPE, 36-INCH	LF	50	\$51.84	\$2,592.00
54206007	CORRUGATED STEEL (CS) PIPE, 48-INCH	LF	20	\$93.60	\$1,872.00
54206008	END SECTION (CS), 12-INCH, NO TOE PLATE	EA	20	\$99.87	\$1,997.40
54206009	END SECTION (CS), 15-INCH, NO TOE PLATE	EA	10	\$126.86	\$1,268.60
54206010	END SECTION (CS), 18-INCH, NO TOE PLATE	EA	10	\$164.49	\$1,644.90
54206011	END SECTION (CS), 24-INCH, NO TOE PLATE	EA	4	\$245.48	\$981.92
54206012	END SECTION (CS), 30-INCH, NO TOE PLATE	EA	2	\$485.34	\$970.68
54206013	END SECTION (CS), 36-INCH, NO TOE PLATE	EA	2	\$782.34	\$1,564.68
54206014	END SECTION (CS), 48-INCH, NO TOE PLATE	EA	2	\$1,717.19	\$3,434.38
54206015	UNIVERSAL BAND (CS), 12-INCH	EA	50	\$25.20	\$1,260.00
54206016	UNIVERSAL BAND (CS), 15-INCH	EA	20	\$30.24	\$604.80
54206017	UNIVERSAL BAND (CS), 18-INCH	EA	10	\$37.80	\$378.00
54206018	UNIVERSAL BAND (CS), 24-INCH	EA	10	\$47.88	\$478.80
54206019	UNIVERSAL BAND (CS), 30-INCH	EA	5	\$75.60	\$378.00
SUB-TOTAL FOR SHEET 1 - PROPOSAL A					<u>\$44,338.16</u>

**CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET**

**PROPOSAL A (continued)
CORRUGATED STEEL PIPE**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
54206020	UNIVERSAL BAND (CS), 36-INCH	EA	5	\$90.72	\$453.60
54206021	UNIVERSAL BAND (CS), 48-INCH	EA	5	\$163.80	\$819.00
54206022	TEE (CS), 12-INCH x 12-INCH x 12-INCH	EA	5	\$210.00	\$1,050.00
54206023	TEE (CS), 18-INCH x 18-INCH x 18-INCH	EA	5	\$250.00	\$1,250.00
SUB-TOTAL FOR PROPOSAL A - (FROM SHEET 1)					<u>\$44,338.16</u>
TOTAL					<u>\$47,910.76</u>

PROPOSAL A - SUPPLEMENTAL ITEMS

NOTE: Supplemental items may be required at the City's option. The UNIT PRICE entered for each item will be used to determine the compensation to the contractor to furnish these items. ***SUPPLEMENTAL ITEMS WILL NOT BE USED BY THE CITY TO DETERMINE THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.***

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
54206024	CORRUGATED STEEL (CS) PIPE, 12-INCH EQUIVALENT	LF	50	N/A	N/A
54206025	CORRUGATED STEEL (CS) PIPE, 15-INCH EQUIVALENT	LF	50	\$18.14	\$907.00
54206026	CORRUGATED STEEL (CS) PIPE, 18-INCH EQUIVALENT	LF	50	\$22.68	\$1,134.00
54206027	CORRUGATED STEEL (CS) PIPE, 24-INCH EQUIVALENT	LF	50	\$28.73	\$1,436.50
54206028	CORRUGATED STEEL (CS) PIPE, 30-INCH EQUIVALENT	LF	30	\$45.36	\$1,360.80
54206029	CORRUGATED STEEL (CS) PIPE, 36-INCH EQUIVALENT	LF	30	\$54.43	\$1,632.90

**CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET**

PROPOSAL A - SUPPLEMENTAL ITEMS (continued)

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
54206030	CORRUGATED STEEL (CS) PIPE, 48-INCH EQUIVALENT	LF	30	\$98.28	\$2,948.40
54206031	END SECTION (CS) PIPE, 12-INCH EQUIVALENT, NO TOE PLATE	EA	10	N/A	N/A
54206032	END SECTION (CS) PIPE, 15-INCH EQUIVALENT, NO TOE PLATE	EA	10	\$127.62	1,276.20
54206033	END SECTION (CS) PIPE, 18-INCH EQUIVALENT, NO TOE PLATE	EA	10	\$149.66	\$1,496.60
54206034	END SECTION (CS) PIPE, 24-INCH EQUIVALENT, NO TOE PLATE	EA	4	\$214.47	\$857.88
54206035	END SECTION (CS) PIPE, 30-INCH EQUIVALENT, NO TOE PLATE	EA	4	\$389.30	\$1,557.20
54206036	END SECTION (CS) PIPE, 36-INCH EQUIVALENT, NO TOE PLATE	EA	4	\$615.71	\$2,462.84
54206037	END SECTION (CS) PIPE, 48-INCH EQUIVALENT, NO TOE PLATE	EA	2	\$1,322.84	\$2,645.68
54206038	UNIVERSAL BAND (CS), 12-INCH EQUIVALENT	EA	25	N/A	N/A
54206039	UNIVERSAL BAND (CS), 15-INCH EQUIVALENT	EA	25	\$37.80	\$945.00
54206040	UNIVERSAL BAND (CS), 24-INCH EQUIVALENT	EA	25	\$59.85	\$1,496.25
54206041	UNIVERSAL BAND (CS), 30-INCH EQUIVALENT	EA	10	\$94.50	\$945.00
54206042	UNIVERSAL BAND (CS), 36-INCH EQUIVALENT	EA	5	\$113.40	\$567.00
54206043	UNIVERSAL BAND (CS), 48-INCH EQUIVALENT	EA	5	\$204.75	\$1023.75

**END OF PROPOSAL A
FOR
CORRUGATED METAL PIPE**

**CITY OF DECATUR
CULVERT PIPE, FITTINGS, AND FABRICATIONS
PROPOSAL SHEET**

Estimated Quantities for 2025

PROPOSAL B

CORRUGATED POLYETHYLENE - SMOOTH INTERIOR PIPE

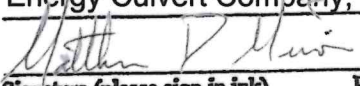
<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
54216001	CORRUGATED POLYETHYLENE (PE) PIPE, 12-INCH	LF	100	\$6.58	\$658.00
54216002	CORRUGATED POLYETHYLENE (PE) PIPE, 15-INCH	LF	100	\$9.11	\$911.00
54216003	CORRUGATED POLYETHYLENE (PE) PIPE, 18-INCH	LF	50	\$12.34	\$617.00
54216004	CORRUGATED POLYETHYLENE (PE) PIPE, 24-INCH	LF	50	\$20.44	\$1,022.00
54216005	CORRUGATED POLYETHYLENE (PE) PIPE, 30-INCH	LF	50	\$30.81	\$1,540.50
54216006	END SECTION (PE), 12-INCH, NO TOE PLATE	EA	4	\$144.58	\$578.32
54216007	END SECTION (PE), 15-INCH, NO TOE PLATE	EA	4	\$144.58	\$578.32
54216008	END SECTION (PE), 18-INCH, NO TOE PLATE	EA	4	\$195.59	\$782.36
54216009	END SECTION (PE), 24-INCH, NO TOE PLATE	EA	4	\$251.69	\$1,006.76
54216010	END SECTION (PE), 30-INCH, NO TOE PLATE	EA	4	\$796.98	\$3,187.92
54216011	TEE (PE), 12-INCH x 12-INCH x 12-INCH	EA	5	\$162.38	\$811.90
54216012	TEE (PE), 15-INCH x 15-INCH x 15-INCH	EA	5	\$242.69	\$1,213.45
54216013	TEE (PE), 18-INCH x 18-INCH x 18-INCH	EA	5	\$340.45	\$1702.25
TOTAL					<u>\$14,609.78</u>

**END OF PROPOSAL B
FOR
CORRUGATED POLYETHYLENE - SMOOTH INTERIOR PIPE**

BID SIGNATURE PAGE

If a Corporation

Corporate Name Energy Culvert Company, LLC

By Registered Agent:  Matthew D Minor

Business Address: 501 E College St

Herrin IL 62933

City State Zip

618 942-7381

Area Code Telephone Number

Name of Officers:

<u>President</u>	<u>Address</u>
<u>Vice President</u>	<u>Address</u>
<u>Secretary</u>	<u>Address</u>
<u>Treasurer</u>	<u>Address</u>

Sole Proprietor

Firm Name _____

Signature of Bidder: _____

Business Address: _____

City State Zip

Area Code Telephone Number

If a Partnership

Firm Name _____

By: _____

Business Address: _____

City State Zip

Area Code Telephone Number

**Name of all
Members of Firm**

<u>Cole Carter</u>	<u>Anna, IL</u>
<u>Name</u>	<u>Address</u>
<u>Ryan Carter</u>	<u>Anna, IL</u>
<u>Name</u>	<u>Address</u>

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Illinois)
) SS.
COUNTY OF Johnson)

Matthew D Minor, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
Energy Culvert Company, LLC, the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

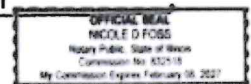
4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Matthew D Minor
Sales Manager
Title

Subscribed and sworn to before me this 11 day of December
20 24.

Nicole D Foiss
Notary Public
Title



My Commission expires 02/08/2027.

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)

Harrison, Kelly E

From: Matt Minor <matt.minor@energyculvert.com>
Sent: Wednesday, December 11, 2024 11:32 AM
To: Harrison, Kelly E
Cc: Purchasing@decaturil.gov
Subject: FW: Decatur Bid Packet
Attachments: RFQ Pipe Bid Packet.pdf

Email Security WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Kelly,
Please see our attached bid for the upcoming bid due on 12/12/2024. Please let me know if you have any questions.
Thank you, Matt

Matt Minor, Sales Manager
Energy Culvert Company, LLC
P.O. Box 640
501 E. College St.
Energy, IL 62933
(618) 942-7381 (Ext 4) Office
(618) 218-7829 Cell



NOTICE: E-MAIL TO OR FROM CITY STAFF MAY BE SUBJECT TO DISCLOSURE PURSUANT TO THE ILLINOIS FREEDOM OF INFORMATION ACT.

CONFIDENTIALITY NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by email reply.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF VCNA PRAIRIE LLC FOR THE
PURCHASE OF PORTLAND CEMENT CONCRETE**

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

Section 1. That the tabulation of the bids received for furnishing portland cement concrete presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of VCNA Prairie LLC in the amount of \$182,279.50, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and VCNA Prairie LLC for their bid price of \$182,279.50.

PRESENTED and ADOPTED this 21st day of April, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

Project Name: Portland Cement Concrete Bid Date: January 2 , 2025 Time: 4:00 p.m.				VCNA Prairie Decatur, IL		CCI Redi-Mix Effingham, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	10200401 Class PV Concrete (6 Bag)	250	CY	\$118.40	\$29,600.00	\$169.00	\$42,250.00
	10200402 Class PV Concrete (6.5 Bag)	100	CY	\$120.37	\$12,037.00	\$172.00	\$17,200.00
	10200403 Class PV Concrete (7 Bag)	700	CY	\$122.44	\$85,708.00	\$175.00	\$122,500.00
	10200404 Class PP Concrete (6.5 Bag)	250	CY	\$122.63	\$30,657.50	\$178.00	\$44,500.00
	10200405 Class PP Concrete (7 Bag)	100	CY	\$118.53	\$11,853.00	\$179.50	\$17,950.00
	10200406 Controlled Low-Strength Material (CLSM)	100	CY	\$89.24	\$8,924.00	\$110.00	\$11,000.00
	10200407 Delivery Fee (Less than 2 CY)	10	EA.	\$100.00	\$1,000.00	\$100.00	\$1,000.00
	10200408 Delivery Fee (2 to 5 CY)	50	EA.	\$50.00	\$2,500.00	N/A	N/A
	10200408 Delivery Fee (2 to 4 CY)	50	EA.	N/A	N/A	\$100.00	\$5,000.00
TOTAL					\$182,279.50		\$261,400.00

**CITY OF DECATUR
PORTLAND CEMENT CONCRETE
PROPOSAL SHEET**

**Estimated Quantities for 2024
PORTLAND CEMENT CONCRETE PROPOSAL**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10200401	CLASS PV CONCRETE (6 BAG)	CY	250	<u>118.40</u>	<u>29,600</u>
10200402	CLASS PV CONCRETE (6.5 BAG)	CY	100	<u>120.37</u>	<u>12,037</u>
10200403	CLASS PV CONCRETE (7 BAG)	CY	700	<u>122.44</u>	<u>85,708</u>
10200404	CLASS PP CONCRETE (6.5 BAG)	CY	250	<u>122.67</u>	<u>30,657.50</u>
10200405	CLASS PP CONCRETE (7 BAG)	CY	100	<u>118.53</u>	<u>11,853</u>
10200406	CONTROLLED LOW-STRENGTH MATERIAL (CLSM)	CY	100	<u>89.24</u>	<u>8,924</u>
10200407	LOAD DELIVERY FEE (LESS THAN 2 CUBIC YARDS)	EA	10	<u>100.00</u>	<u>1000</u>
10200408	LOAD DELIVERY FEE (2 CUBIC YARD TO 5 CUBIC YARDS)	EA	50	<u>50.00</u>	<u>2500</u>
TOTAL					<u>182,279.50</u>

SUPPLEMENTAL ITEMS

NOTE: Supplemental items may be required at the City's option. The UNIT PRICE entered for each item will be used to determine the compensation to the contractor to furnish these items. **SUPPLEMENTAL ITEMS WILL NOT BE USED BY THE CITY TO DETERMINE THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10200409	CALCIUM CHLORIDE	CYP	50	<u>4.50</u>	<u>225.00</u>
10200410	RETARDER	CYP	50	<u>2.50</u>	<u>125.00</u>
10200411	PORTLAND CEMENT	BAG	50	<u>20.00</u>	<u>1000.00</u>
10200412	HEATED AGGREGATE AND WATER	CY	50	<u>8.00</u>	<u>400</u>
10200413	DYE	LBS	50	<u>60.00</u>	<u>3000</u>

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILL)
COUNTY OF macon) SS.

Dennis Beaman, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
VCA Prairie, the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
Plant manager
Title

Subscribed and sworn to before me this 19th day of December,
2024.

Notary Public
Title

My Commission expires _____.

BID SIGNATURE PAGE

If a Corporation

Corporate Name

VCNA Prairie

By Registered Agent:

Dennis Beaman Signature (please sign in ink) Print Name

Business Address:

800 E McKinley Street
Decatur IL City State Zip
62526
217-877-5210 Area Code Telephone Number

Name of Officers:

President	Address
Vice President	Address
Secretary	Address
Treasurer	Address

Sole Proprietor

Firm Name

Signature of Bidder:

Business Address:

 Signature (please sign in ink) Print Name

 Street

 City State Zip

 Area Code Telephone Number

If a Partnership

Firm Name

By:

Business Address:

 Signature (please sign in ink) Print Name

 Street

 City State Zip

 Area Code Telephone Number

Name of all
Members of Firm

Name	Address
Name	Address

Harrison, Kelly E

From: Dennis Beaman <dennis.beaman@vcimentos.com>
Sent: Thursday, December 19, 2024 10:36 AM
To: Harrison, Kelly E
Subject: FW: quote
Attachments: doc00702020241219102903.pdf

Email Security WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is a new quote please feel free to call or email with any questions

-----Original Message-----

From: NID2@prairie.com <NID2@prairie.com>
Sent: Thursday, December 19, 2024 10:29 AM
To: Dennis Beaman <dennis.beaman@vcimentos.com>
Subject:

ECOSYS M2540dw
[d4:f0:c9:00:4b:67]

"Esta mensagem e seus anexos podem conter informação confidencial ou privilegiada. Caso não seja o destinatário, solicitamos a imediata notificação ao remetente e exclusão da mensagem."

"This message and its attachments may contain confidential and/or privileged information. If you are not the addressee, please, advise the sender immediately by replying to the e-mail and delete this message."

"Este mensaje y sus anexos pueden contener información confidencial o privilegiada. Si ha recibido este e-mail por error por favor bórralo y envíe un mensaje al remitente."

"Bu mesaj ve ekleri gizli ve / veya ayrıcalıklı bilgiler içerebilir. İşbu iletinin muhatabı siz değilseniz, lütfen e-postayı yanıtlarak göndereni derhal bilgilendirin ve bu mesajı silin."

"Ce message et ses pièces jointes peuvent contenir des informations confidentielles et/ou privilégiées. Si vous n'êtes pas le destinataire, veuillez en informer immédiatement l'expéditeur en répondant à l'e-mail et supprimer ce message."

"قد تحتوي هذه الرسالة ومرفقاتها على معلومات سرية و / أو مميزة. إذا لم تكن المرسل إليه ، فالرجاء إبلاغ المرسل فورًا بالرد على البريد الإلكتروني وحذف هذه الرسالة "

NOTICE: E-MAIL TO OR FROM CITY STAFF MAY BE SUBJECT TO DISCLOSURE PURSUANT TO THE ILLINOIS FREEDOM OF INFORMATION ACT.

CONFIDENTIALITY NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF BEELMAN LOGISTICS LLC FOR THE
PURCHASE OF CRUSHED STONE AGGREGATE**

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

Section 1. That the tabulation of bids received for furnishing crushed stone aggregate presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Beelman Logistics LLC, in the amount of \$49,783.50, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Beelman Logistics LLC, for their bid price of \$49,783.50.

PRESENTED and ADOPTED this 21st day of April, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

Project Name: Crushed Stone Aggregate Bid Date: December 12, 2024 Time: 4:00 p.m.				Beelman Logistics, LLC East Saint Louis, IL	
	Description	QTY.	Unit	Unit Price	Total
	10040101 Crushed Stone (CA6, Delivered to the MSC)	1,000	TON	\$28.88	\$28,880.00
	10040102 Recycled Concrete (Picked Up)	500	TON		no bid
	10040103 Crushed Stone (CA 18, Delivered to the MSC)	75	TON		no bid
	10040104 Coarse Aggregate (2 Inch, Delivered to the MSC)	100	TON	\$37.08	\$3,708.00
	10050101 Ag Ditch Rock (6 to 8 Inch, Delivered to the MSC)	350	TON	\$49.13	\$17,195.50
	10050102 Ag Ditch Rock (6 to 8 Inch, Picked Up)	100	TON		no bid

TOTAL

\$49,783.50

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by
As Requested

Quote due back
December 12, 2024 4:00 p.m.

Request for Quotation
(This is not an order)

Date: 11/22/2024

Attn:
Kelly Harrison

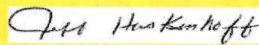
Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.

****We will consider substitute offers if the differences in specifications are explained.

We Quote You as Below

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

Company Name BEELMAN LOGISTIC, LLC



By (Signature)

SALES MANAGER
Official Title

12/09/2024
Date

TERMS
Net 30 days

F.O.B.
Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
----------	-------------	------------	--------

Annual material purchase of crushed stone aggregate and stone for the City of Decatur from January 1, 2025 – December 31, 2025.

See attached specifications.

REJECTION/AWARD

The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City.

DEADLINE

Sealed quotations are due on December 12, 2024, until 4:00 p.m. at the Purchasing Office, 1st floor, Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.

BID IDENTIFICATION

Mark outside of bid envelope "SEALED QUOTE FOR CRUSHED STONE AGGREGATE & STONE".

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as email, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed or emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders **MUST** respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CRUSHED STONE AGGREGATE AND STONE**

QUALIFICATIONS OF BIDDERS:

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide the specified material and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

MATERIALS:

Material shall conform to the applicable articles of Section 1004, "COARSE AGGREGATES" and Section 1005, "STONE AND BROKEN CONCRETE FOR EROSION PROTECTION, SEDIMENT CONTROL, AND ROCK FILL" of the "Standard Specifications for Road and Bridge Construction", current addition by the Illinois Department of Transportation.

Crushed Stone (CA 6, Delivered) shall be crushed stone conforming to the gradation limits specified for gradation number CA 6. Recycled concrete will not be accepted as an approved equal for **Crushed Stone (CA 6, Delivered)**.

Recycled Concrete (Picked-up) shall be recycled concrete conforming to the gradation limits specified for number CA 6. Recycled concrete shall conform to the quality test for maximum percent deleterious materials as specified in Section 1004.

Crushed Stone (CA 18, Delivered) shall be crushed stone conforming to the gradation limits specified for gradation number CA 18.

Coarse Aggregate (2-inch, Delivered) shall be pit run gravel, gravel, crushed gravel or crushed stone conforming to the gradation limits specified for CA 1 or an approved equal by the City's representative requesting the material. The material shall be Class D quality or better.

Agricultural Ditch Rock (6 to 8 inch, Delivered) and Agricultural Ditch Rock (6 to 8 inch, Picked-up) shall be material consisting of hard, dense, durable stone, angular in shape and resistant to weathering. Rounded stone or boulders will not be accepted. The stone shall have a specific gravity of 2.5 and have its greatest dimension not greater than 3 times its least dimension. The stone shall have a minimum nominal stone size of 6 inches and a maximum nominal stone size of 8 inches. Material shall be subject to the approval of the City's representative requesting the material.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CRUSHED STONE AGGREGATE AND STONE**

METHOD OF MEASUREMENT:

Crushed Stone (CA 6, Delivered), Recycled Concrete (Picked-Up), Crushed Stone (CA 18, Delivered), Coarse Aggregate (2-inch, Delivered), Agricultural Ditch Rock (6 to 8 inch, Delivered) and Agricultural Ditch Rock (6 to 8 inch, Picked-up) will be measured for payment in tons (2000 pounds per ton). Material may be weighed at the place of loading or as designated by the City's representative requesting the material.

The weight of the delivery shall be measured on a State certified accurate scale operated by competent personnel. For each delivery, the vehicle operator shall obtain and provide to the City a scale ticket (certificate of correct weight) from the weigher. The scale ticket shall include the following information:

- (1) Project Number, Purchase Number, or Requester's Name.
- (2) Date.
- (3) Delivery Address.
- (4) Ticket Number.
- (5) Haul Unit Number.
- (6) Gross Weight.
- (7) Tare Weight.
- (8) Net Weight.
- (9) Material Type.
- (10) Certified Weigher's Name.

BASIS OF PAYMENT:

Crushed Stone (CA 6, Delivered), Crushed Stone (CA 18, Delivered), Coarse Aggregate (2-inch, Delivered) and Agricultural Ditch Rock (6 to 8 inch, Delivered) will be paid for at the contract unit price per ton. Said unit price shall include the material and all costs to deliver and unload the crushed stone at a point of destination being either the City's Municipal Service Center at 2600 North Jasper Street or locations specified by the City's representative requesting the material.

Recycled Concrete (Picked-Up) and Agricultural Ditch Rock (6 to 8 inch, Picked-up) will be paid for at the contract unit price per ton. Said unit price shall include the material and all costs to load the crushed stone into City vehicles. Materials picked-up by the City shall be available at a location within six (6) miles, one-way, of the City's Municipal Service Center.

**CITY OF DECATUR
SPECIAL PROVISIONS
FOR
CRUSHED STONE AGGREGATE AND STONE**

SPECIAL CONDITIONS:

1. Quantities listed in the bid proposal are estimated. The City reserves the right to increase or decrease the estimated quantities and no adjustment will be made to the Contractor's unit bid price.
2. Materials are to be delivered or provided in the quantities ordered by the City.
3. The minimum quantity ordered will be 20 tons for each material.
4. Material shall be delivered within one (1) working day of the order date.
5. Deliveries shall be made during the City's regular hours of operation, 7:30 a.m. to 4:00 p.m., Monday through Friday, except for Holidays, unless otherwise approved by the City's representative requesting the material.
6. Materials picked-up by the City shall be available at a location within six (6) miles, one-way, of the City's Municipal Services Center, 2600 North Jasper Street.
7. The City will award a contract to the successful bidder to provide Crushed Stone Aggregate and Stone to the City beginning January 1, 2025 and ending December 31, 2025.
8. The contract shall terminate at 12:00 p.m. local time, December 31, 2025.

BASIS OF AWARD:

The City may make its award to:

1. A **single contractor** to supply all six (6) items if the contractor submits the lowest responsive, responsible proposal for each type of material to the City.
2. A **separate contractor** for each item for which they submit the lowest responsive, responsible proposal. Maximum number of contracts will be six (6). Multiple contracts for the same item will not be made.

**CITY OF DECATUR
CRUSHED STONE AGGREGATE AND STONE
PROPOSAL SHEET**

**Estimated Quantities for 2025
CRUSHED STONE AGGREGATE AND STONE**

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10040101	CRUSHED STONE (CA-6, DELIVERED TO THE MSC)	TON	1000	\$28.88	\$28,880.00
10040102	RECYCLED CONCRETE (PICKED- UP)	TON	500	NO BID	NO BID
10040103	CRUSHED STONE (CA-18, DELIVERED TO THE MSC)	TON	75	NO BID	NO BID
10040104	COARSE AGGREGATE (2-INCH, DELIVERED TO THE MSC)	TON	100	\$37.08	\$3,708.00
10050101	AGRICULTURAL DITCH ROCK (6- INCH TO 8-INCH, DELIVERED TO THE MSC)	TON	350	\$49.13	\$17,195.50
10050102	AGRICULTURAL DITCH ROCK (6- INCH TO 8-INCH, PICKED-UP)	TON	100	NO BID	NO BID
				TOTAL	<u>\$49,783.50</u>

**END OF PROPOSAL
FOR
CRUSHED STONE AGGREGATE AND STONE**

BID SIGNATURE PAGE

If a Corporation

Corporate Name

BEELMAN LOGISTICS, LLC

By Registered Agent:

Frank Beelman IV

FRANK J BEELMAN IV

Signature (please sign in ink)

Print Name

Business Address:

ONE RACEHORSE DRIVE

Street

EAST SAINT LOUIS

IL

62205

City

State

Zip

(618)646-5300

Area Code

Telephone Number

Name of Officers:

FRANK J BEELMAN IV

SAME AS ABOVE

President

Address

Vice President

MICHELLE BEELMAN

Address

SAME AS ABOVE

Secretary

MICHELLE BEELMAN

Address

SAME AS ABOVE

Treasurer

Address

Sole Proprietor

Firm Name

Signature of Bidder:

Signature (please sign in ink)

Print Name

Business Address:

Street

City

State

Zip

Area Code

Telephone Number

If a Partnership

Firm Name

By:

Signature (please sign in ink)

Print Name

Business Address:

Street

City

State

Zip

Area Code

Telephone Number

**Name of all
Members of Firm**

Name

Address

Name

Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILLINOIS)
) SS.
COUNTY OF ST CLAIR)

FRANK J BEELMAN IV, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
BEELMAN LOGISTICS, LLC, the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

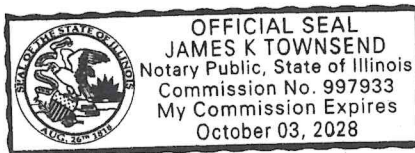
4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Frank J Beelman IV

OWNER
Title

20 24. Subscribed and sworn to before me this 9 day of December,



James K Townsend
Notary Public
Title

My Commission expires 10-3-28.

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

(Effective February 9, 1981)

TRANSPORTATION SERVICES DEPARTMENT

Memo No. 2025-9

April 21, 2025

TO: Julie Moore-Wolfe, Mayor and City Council Members

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

SUBJECT: Resolution Authorizing a Second Contract Change Order with E.L. Pruitt Company for Chiller Replacement at the Decatur Public Library.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve Change Order #2 in the amount of \$14,346.25 for additional piping costs and y-strainer needed to complete the project with E.L. Pruitt.

BACKGROUND: The City Council approved Resolution 2024-23 approving a contract with E.L. Pruitt for the chiller replacement at the library. On May 6, 2024, City Council approved the first change order in Resolution 2024-232.

The contract sequence follows:

Original contract amount: \$1,581,957

First Change Order: \$-115,159.30

Second Change Order: \$14,346.25

New Contract Amount: \$1,480,709.95

This change order is necessary to complete the project and does not exceed the original contract amount.

INPUT FROM OTHER SOURCES: City staff, AEX.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

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

RESOLUTION NO.

**RESOLUTION AUTHORIZING A SECOND CONTRACT CHANGE
ORDER WITH E.L. PRUITT COMPANY FOR CHILLER REPLACEMENT
AT THE DECATUR PUBLIC LIBRARY**

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

Section 1. That the contract between E.L. Pruitt Company and the City of Decatur for the Library Chiller Replacement project, be, and the same is hereby, modified and amended to authorize Change Order No. 2, attached hereto as Exhibit A, in the amount of \$14,346.25; and that the not to exceed project cost be increased to \$1,480,709.95.

Section 2. That the City Manager, or their designee, be, and they are hereby, authorized and directed to execute Change Order No. 2, on behalf of the City of Decatur.

Section 3. That the changes in the above-described contract are germane to said Contract, as signed.

Section 4. That the said Change Order is in the best interest of the City of Decatur and is authorized by law.

PRESENTED and ADOPTED this 21st Day of April 2025

Mayor Julie Moore Wolfe

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A
AIA[®]
Document G701[®] – 2017
Change Order
PROJECT: *(Name and address)*

 Chiller Replacement
 Decatur Public Library

CONTRACT INFORMATION:

 Contract For: Mechanical
 Date: 1/31/24

CHANGE ORDER INFORMATION:

 Change Order Number: 003
 Date: 4/4/25

OWNER: *(Name and address)*

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

ARCHITECT: *(Name and address)*

 Architectural Expressions, LLP
 113 Illini Drive
 Forsyth, IL 62535

CONTRACTOR: *(Name and address)*

 E. L. Pruitt Company
 3090 Colt Road
 Springfield, IL 62707

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional piping and y-strainer for new fluid coolers.

Cost for additional piping (EL Pruitt PCO #4) - \$11,776.00

Cost for y-strainer (EL Pruitt PCO #5) - \$2,570.25

Total Added - \$14,346.25

The original Contract Sum was	\$	1,581,957.00
The net change by previously authorized Change Orders	\$	-115,593.30
The Contract Sum prior to this Change Order was	\$	1,466,363.70
The Contract Sum will be increased by this Change Order in the amount of	\$	14,346.25
The new Contract Sum including this Change Order will be	\$	1,480,709.95

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Expressions, LLP

ARCHITECT *(Firm name)*

E. L. Pruitt Company

CONTRACTOR *(Firm name)*

City of Decatur

OWNER *(Firm name)*
SIGNATURE

Lawrence R. Livergood

PRINTED NAME AND TITLE
DATE
SIGNATURE

Tara Wehling

PRINTED NAME AND TITLE
DATE
SIGNATURE

Lacie Elzy

PRINTED NAME AND TITLE
DATE

User Notes:

(3B9ADA54)



PROPOSAL REQUEST

E.L. PRUITT COMPANY

51700.03 / Decatur Public Library Chiller
Replacement - Htg

Date 3/12/2025

PCO#: 4

PATRICK CORRIGAN
CITY OF DECATUR
#1 GARY K. ANDERSON
DECATUR, IL 62523

From: MIKE CROWE
E.L. PRUITT COMPANY
P.O. BOX 3306
SPRINGFIELD, IL 62708

Below is the detail for our proposal to complete the following changes in contract work:

REVISED FLUID COOLER PIPING / CONNECTIONS

- 1.) FURNISH / INSTALL (4) ADDED 8"X4" T'S / SADDLES.
- 2.) FURNISH / INSTALL (4) ADDED 6"X4" T'S / SADDLES.
- 3.) FURNISH / INSTALL (8) ADDED 4" 90'S.
- 4.) INSTALL (8) ADDED 4" FLANGES.
- 5.) FURNISH / INSTALL (8) ADDED 4" BUTTERFLY VALVES.
- 6.) FURNISH / INSTALL APPROX. 60' ADDED 4" PIPE.
- 7.) ALL ADDED WORK PER REVISED PIPING ARRANGEMENT.

1 REVISED FLUID COOLER PIPING / CONNECTIONS

Phase	Description	Cost Type	Estimated Cost
50- -	FIELD SUPERVISION - PLUMBING/PIPING	LABOR	380.00
75- -	CWS & CWR, COOLING TOWER & CONDENSING WATER P	LABOR	7,280.00
75- -	CWS & CWR, COOLING TOWER & CONDENSING WATER P	MATERIAL	2,580.00
Subtotal Item 1			10,240.00

Cost Type Recap:

1 LABOR

2 MATERIAL

Mark up

15.00%

15.00%

Amount

8,809.00

2,967.00

Subtotal Item

11,776.00

Requested Total For Item 1 11,776.00

Total For Change Order 11,776.00

Approved By: CITY OF DECATUR

Signed: _____

Date: _____

Submitted By: E.L. PRUITT COMPANY

Signed: MIKE CROWE

Date: 3/12/2025



PROPOSAL REQUEST

E.L. PRUITT COMPANY

51700.03 / Decatur Public Library Chiller
Replacement - Htg

Date 3/31/2025

PCO#: 5

PATRICK CORRIGON
CITY OF DECATUR
#1 GARY K. ANDERSON
DECATUR, IL 62523

From: MIKE CROWE
E.L. PRUITT COMPANY
P.O. BOX 3306
SPRINGFIELD, IL 62708

Below is the detail for our proposal to complete the following changes in contract work:

ADD 8" STRAINER TO FLUID COOLERS

- 1.) FURNISH / INSTALL (1) 8" STRAINER TO FLUID COOLER ON SUPPLY PIPING.
- 2.) FURNISH / INSTALL (2) 8" FLANGES FOR NEW STRAINER
- 3.) FURNISH / INSTALL (1) 2" DRAIN @ STRAINER (NIPPLE, VALVE & PLUG)

1 ADD 8" STRAINER TO FLUID COOLERS

Phase	Description	Cost Type	Estimated Cost
75- -	CWS & CWR, COOLING TOWER & CONDENSING WATER P	LABOR	1,032.00
75- -	CWS & CWR, COOLING TOWER & CONDENSING WATER P	MATERIAL	1,203.00
Subtotal Item 1			2,235.00
Cost Type Recap:		Mark up	Amount
1 LABOR		15.00%	1,186.80
2 MATERIAL		15.00%	1,383.45
Subtotal Item			2,570.25
Requested Total For Item 1			2,570.25
Total For Change Order			2,570.25

Approved By: CITY OF DECATUR

Signed: _____

Date: _____

Submitted By: E.L. PRUITT COMPANY

Signed: MIKE CROWE

Date: 3/31/2025

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Memo No. 2025-25

April 21, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Lacie Elzy, Acting Economic & Community Development Director

SUBJECT: Resolution Accepting E.L. Pruitt Co. Invoice for Water Service to 1170 N. Orchard Building.

RECOMMENDATION: City Staff recommends City Council approve the attached Resolution authorizing payment of \$59,935.00 for the new water service & backflow system work completed at 1170 N. Orchard.

BACKGROUND: City Council previously approved R2024-256, a Resolution for HVAC with Henson Robinson and R2024-257 for Sprinkler installation with Superior Fire Protection Systems. During HVAC installation the contractor realized that the water service for the new boilers and the sprinkler system was not sufficient.

This work was necessary for completion of the aforementioned projects and was not accounted for or included in the previous items brought before Council.

POTENTIAL OBJECTIONS: None anticipated.

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

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

RESOLUTION NO. R2025_____

**RESOLUTION ACCEPTING E.L. PRUITT CO. INVOICE FOR WATER
SERVICE TO 1170 N. ORCHARD BUILDING**

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

Section 1. That the Invoice from E.L. Pruitt Co. presented herewith to the City Council, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and E.L. Pruitt Co. in an amount not to exceed \$59,935.00.

PRESENTED and ADOPTED this 21st day of April 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



E. L. Pruitt Co.
121 South Webster Street
Decatur, Illinois 62523

Phone: 217.422.9590
Fax: 217.42.9565
www.elpruitt.com

IL Lic. #058-147422
IL Lic. #FSC 0028

August 13, 2024

Patrick Corrigan
Architectural Expressions
113 Illini Drive
Forsyth, Illinois 62535

Re: New Sprinkler Installation 1170 Orchard St. Decatur – **Plumbing Proposal**

We propose to furnish the necessary supervision, labor, materials, and equipment to complete the above referenced project as described in scope of work below:

- 1.) New 6" Combination Water Service to building.
 - Tie onto existing 6" water service at sidewalk (already tapped & installed by the city).
 - Furnish / install new 6" combination water service (from sidewalk) to just inside of basement building wall (meeting room 54); core basement wall & Kor-Seal is included.
 - Excavation / backfill / seeding is included.
- 2.) New 6" Combination Water Service to boiler room.
 - Furnish / install new 6" combination water service from room 54 to just outside of boiler room 58.
 - Split combination service outside of boiler room with 2" dedicated to DWS & 6" dedicated to FPS.
 - Furnish / install 6" FPS service piping up to location for 6" FPS backflow (outside of boiler room)
 - Install new 6" FPS backflow (FBO), in coordination with FPS contractor
 - Furnish / install air gap (FBO) & drain from 6" FPS backflow into boiler room. Dump at nearest floor drain.
 - Furnish / install new 2" DWS piping into boiler room.
 - Furnish / install new 2" DWS backflow and "re-feed" existing 2" water meter. (cut / plug / shut off exist.)
 - Furnish / install new air gap & drain from 2" DWS backflow. Dump at nearest floor drain.
- 3.) Testing of new 6" & 2" water piping is included.
- 4.) Testing & certification of new backflows (2) is included.
- 5.) All new water piping inside of the building will be exposed. Hangers & supports are included.
- 6.) Piping insulation for this scope of work only is included.

For the sum of: Fifty-Nine Thousand Nine Hundred Thirty-Five Dollars; **\$59,935.00**

Items of clarification:

1. This proposal does not include any repairs / patching / replacement of street or sidewalk.
2. This proposal does not include any painting, carpentry, electrical or HVAC.
3. This proposal does not include replacement / repairs of existing plumbing, fixtures, flush valves, faucets, etc...
4. This proposal does not include any removal / replacement of floors or walls. No in-wall plumbing. (penetrations only)
5. This proposal does not include the cost of any fees, permits or applicable material taxes.
6. This proposal does not include any premium time; figured at regular working hours only (7am – 3:30pm)

We appreciate the opportunity to submit this proposal. Please advise if you have any questions.

Respectfully Submitted,

Mike Crowe

Estimator / Project Manager
E.L. Pruitt Co.
(217) 381-8435 mcrowe@elpruitt.com

• plumbing • heating
• air conditioning • sheet metal
• ventilating • fire sprinklers

- plumbing • heating
- air conditioning • sheet metal
- ventilating • fire sprinklers

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the Undersigned agrees to pay the amount in said proposal, and according to the terms thereof. The undersigned further agrees to pay And discharge all costs and expenses, including but not limited to reasonable attorney's fees, incurred by E.L. Pruitt Co., enforcing the Agreement as evidenced by this instrument. This proposal may be withdrawn if not accepted within 30 days.

Authorized Signature:



Date:

8/20/2024

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
No. 25-05

April 21, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Lacie Elzy, Acting Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing the Execution of a Contract Between the City of Decatur and Balcones Midwest LLC for Processing Single Stream Recyclables

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing the execution of a contract with Balcones Midwest LLC for processing single stream recyclables.

BACKGROUND: In 2021 the City approved a 4-year contract with Midwest Fiber for the processing of single stream recyclables. That contract is set to expire on April 30, 2025. Midwest Fiber has changed the company name to Balcones Midwest LLC. The attached contract provides the same service of processing single stream recyclables beginning May 1, 2025, and expiring April 30, 2030. The contract allows for a yearly CPI adjustment, with the remainder of this calendar year being a fixed processing rate.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: None

BUDGET/TIME IMPLICATIONS: None

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

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT
BETWEEN THE CITY OF DECATUR AND BALCONES MIDWEST LLC
FOR PROCESSING SINGLE STREAM RECYCLABLES**

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City of Decatur provides for a curbside comingled, single stream recycling program for residential customers; and,

WHEREAS, the City finds that this contract with Balcones Midwest LLC provides for this goal for the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. The contract for processing single stream recycling with Balcones Midwest LLC as attached, is hereby, received, placed on file, and approved.

Section 2. That the Mayor and City Clerk, or their designee be, and they are hereby, authorized and directed to execute the contract between the City of Decatur, Illinois, and Balcones Midwest LLC.

PRESENTED AND ADOPTED this 21st day of April, 2025

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Contract Between the City of Decatur and
Balcones Midwest LLC for Processing Single
Stream Recyclables

For and in consideration of the following benefits and covenants set forth in this Contract; the City of Decatur, an Illinois Home Rule Municipality ("City") and Balcones Midwest LLC ("Contractor") hereby agree as follows:

Section 1. Definitions

City shall mean the current incorporated boundary of City of Decatur as well as any annexed property during the term of the contract.

Contractor shall mean Balcones Midwest LLC.

Contract Manager shall mean City official in charge of City's Single Stream Recycling program as identified in other parts of this contract. This information will be updated, should any changes occur.

Data Sharing shall mean the collection, analysis and dissemination of information regarding the processing and marketing of recyclable material as defined in other parts of this agreement.

Facility shall mean all contiguous land, structures and improvements on the land used for the storage and processing of material collected through the Single-Stream Recycling Program.

Glass shall mean glass (clear, brown and green) jars, bottles and containers. No window glass, dinner ware or ceramics.

Hauler shall mean any person, firm or corporation licensed by the City to collect the recyclable materials at the curb within the corporate limits of the City.

Metals shall mean Aluminum cans trays and foils, Steel Cans and Tin/Bi-Metal Cans.

Plastics shall mean plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDPE, PP, PS and other plastics, codes #1 though #7. Plastics will exclude construction and automobile products.

Paper shall mean Office, Computer, note books, paperback books and gift wrap paper, Magazines, Catalogs, Telephone books, Chip Board (like cereal boxes, gift boxes etc.), newspaper, carrier stock (like soda can carrying case), Junk Mail.

Recycle shall mean process the used and discarded objects/materials into objects / materials that may be reused for ultimate consumption and manufacturing and/or remarketed for value.

Recyclable Materials shall mean material that has been recovered or diverted from the nonhazardous solid waste stream for purpose of reuse, recycling or reclamation and a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials.

Residuals shall mean material other than recyclable materials.

RTF shall mean Recycling Transfer Facility that allows unloading of recyclable materials, collected through the City's curbside single stream recycling program, when the SSMRF is not located in the immediate area.

Single-Stream Material Recovery Facility (SSMRF) shall mean a facility where recyclable materials are received single stream, sorted and processed or prepared for bulk shipment to a manufacturer for use as a raw material.

Single-Stream Recycling Collection shall mean municipal curbside collection of recyclable materials, wherein materials are collected, and combined together/commingled for transportation to the RTF/SSMRF.

Section 2. Accepted materials under City's Single Stream Recycling Program

The following materials shall be accepted by Contractor:

- a. **Plastics-shall** include plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDPE, PP, PS and other plastics, codes #1 through #7.
- b. **Metals-shall** include Aluminum beverage cans (like household beverage cans made of aluminum); Tin, Steel, and Bi-Metal containers (like food, beverage, nonfood and aerosol cans made of mixed metal, such as tin and steel).
- c. **Paper-shall** include old newspaper (ONP), advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in the area; magazines, junk mail, paperboard and telephone directories; paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.
- d. **Cardboard-shall** not include waxed cardboard but shall include all other cardboard.
- e. **Glass-Includes** household glass containers, bottles and jars, including amber, flint, green, mixed and/or crushed glass.

Section 3. Commencement and Length of the Contract

The term of this Contract shall be for five (5) years commencing May 1, 2025 and expiring on April 30, 2030.

Section 4. Location of the facility

Since the SSMRF is not located within the City limits, the City agrees to direct all the recyclable materials collected through the City's Single Stream Recycling Program to the Contractor's RTF located at 1781 E. Hubbard Avenue in Decatur, Illinois. During this

contract term, the Contractor may change the location of the RTF within the City of Decatur after obtaining written approval from the City.

Section 5. Scale and Tipping Floor Access Requirements

The Contractor must provide a scale and recyclables tipping floor with minimum hours of operation weekdays 7 am to 4:30 pm and Saturdays 7 am to 5:00 pm as required in section 7 of this Contract. In addition, the scale and recyclables tipping floor operation must:

- a. Have electronic reporting capabilities for the scale as needed to meet the electronic format reporting requirements as identified in other sections of this Contract;
- b. Provide paper weight tickets for each delivered load (if Contractor scales are improperly working or in need of maintenance, the Contractor will be responsible for material weighing including payment at an alternative location and will need to provide a weight ticket);
- c. Accommodate tipping of material at a rate such that trucks delivering City recyclables are able to approach the site, enter, weigh in, tip all materials and depart the site with a turnaround time of less than 30 minutes (inclusive of actual time ejecting load); and
- d. Accommodate at least three days storage of City material delivered by the Contractor, such that Contractor processing equipment breakdowns will not result in service disruptions.

Section 6. Single Stream Processing System

The Contractor must provide an up-front separation and processing system for recyclable materials that cleans and separates the fiber and container streams through mechanical and manual techniques fed by conveyor belts and feed pits. Floor sorting of any single stream recyclable material is not an acceptable single stream separation system for the purposes of this Contract.

Section 7. City Collection Schedule

7.1 Operation Daily Schedule:

The Contractor shall perform the services specified under the Contract in a manner that accommodates the City's recycling collection and Holiday Collection schedules. The City's recycling collection program regularly operates Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Hours, days and dates of collection are subject to change and the Contractor is responsible for adapting to any changes to the City's collection schedule.

7.2 Holiday Collection Schedule:

The Holiday Collection Schedule will be based on the City's approved holiday schedule. On certain collection holidays, Hauler shall not deliver recyclable

materials to the SSMRF/RTF. The City will provide the Contractor with an updated Holiday Collection Schedule on an annual basis.

7.3 *Make-Up Days:*

Collection operations are conducted five days each week. Occasionally, Saturday collection operations will occur to make up for an observed holiday during the week, these could occur during the weeks of Thanksgiving, Christmas and New Year's Day (if Christmas and New Year's Day fall on a weekday). Contractor's personnel must be available on such makeup days.

7.4 *Bad Weather:*

If bad weather or natural disasters prevent the Haulers from working on their normally scheduled work days (Monday-Friday and Saturdays after certain holidays), the Contractor shall be required to perform the services specified in the Contract on whatever days or portion of days Haulers work in order to make up for days or portions of days missed because of bad weather or natural disasters. In the event that Haulers are prevented from starting their work or forced to stop their work before completion on a normally scheduled work day due to bad weather or natural disaster, the City shall notify the Contractor of the work stoppage and communicate the City's initial anticipated plan to return to a normal work schedule. Any changes to this plan will also be communicated to the Contractor.

Section 8. Payments, Records and Reporting

8.1 *Records and Reporting.*

Contractor shall provide the City, the following information on a monthly basis:

- a. Date, scale ticket number, name of the Hauler and net weight for all incoming loads per day;
- b. Monthly total tonnage by type of recycling commodity received for processing;
- c. Monthly totals of tons of residuals (by weight) processed;
- d. Monthly totals of tons of recyclables by the Hauler; and
- e. Amounts per ton paid or charged to purchasers of Recyclable Materials by Contractor for each commodity collected as a part of the City's recycling program.

As part of the data sharing requirements, records shall be kept on a daily and cumulative basis regarding the City's single stream recycling program and shall be available to the City upon request. Information reporting shall be disseminated by an agreed upon electronic format.

Reports of the previous month's activities will be due to the City by the 10th day of each month. Annual reports will be due by June 30th following the City's completed recycling year (May 1st – April 30th).

8.2 Pricing & Processing Fee

The per ton price for the Single Stream Material as described in Exhibit A, delivered by Supplier, shall be the Total Market Value of the Material (determined based on the percentage and the Value/ton of each component of the Single Stream Material as shown in the table) less the processing fees. Current component percentages and an example of how prices shall be calculated are listed in Exhibit A. When the Total Market Value exceeds the processing fee, the Contractor will rebate excess amount to the City.

Contractor shall determine the Total Market Value for each month of the term based on changes in the value/ton. The value/ton shall be based upon national industry publications reflecting the market value of community such as Secondary Materials Pricing.com and Pulp and Paper Weekly

The Single Stream Material Processing Fees including transportation fees to be used for the purpose of determining the pricing for remainder of calendar year 2025 are as follows:

Delivered to Receiving/Transfer Locations- Decatur, IL	\$136.51
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The Processing Fee may be adjusted on each January 1st of each calendar year during the Term by an amount equal to the annual percentage increase or decrease, as the case may be, of the Midwest Area Consumer Price Index of All Urban Consumers published by the U.S. Bureau of Labor Statistics for the most recent twelve-month period for which such information is available, provided the Contractor provides a 30-day written notice to the City of this adjustment.

Section 9. Community Education

Recognizing that there is a causal relationship between community education and awareness and recycling participation rates and recycling contamination, the Contractor shall assist the City in continual community education efforts related to recycling.

Section 10. Loads Rejected

City agrees to use its best efforts to only have collected and delivered material as specified in Exhibits A and B. Contractor will work proactively with City and Haulers to identify material that has excess residuals so Hauler can take action to prevent future delivery of such excess residuals.

The Contractor shall immediately notify the City's Contract Manager if a load received from one of the City's authorized Haulers appears to have a non-recyclable contamination rate higher than 30 percent. The City reserves the right to have a representative inspect the load for contamination. If the City is unable to send a representative to inspect the load, photos

shall be provided to the City via email showing overall load, contaminants and truck number of the load within 2 hours of the occurrence. The Contractor has the option of keeping the load, if they so choose.

If recyclable material is rejected at market due to contamination or not fulfilling current market specifications, the Contractor must obtain approval from the Contract Manager before disposing of the residual material in a permitted landfill.

Section 11. General Contract Terms and Conditions

- A. **CONFIDENTIALITY**: The Contractor, its agents, and its employees, will keep and retain all information and records generated under this Contract in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City. The Contractor warrants that it has and will continue to have in place adequate safeguards to assure that such information and records remain confidential.

The Contractor acknowledges that in the course of performing services for the City, all information regarding the processing and marketing of recyclable material collected, analyzed, or produced for the City (but not the Contractor's methods, process, know-how, trade secrets or information regarding or applicable to the Contractor's processing and marketing of recyclable material generally) is the exclusive property of the City and may not be disseminated in any manner without prior written approval from an authorized representative of the City.

- B. **INDEPENDENT CONTRACTOR**: Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint

venture, or other association of any kind or agent and principal relationship between the parties hereto. Each party shall be deemed an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party shall have the authority to enter into any contract of create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract. At all times and for all purposes, the Contractor is an independent Contractor and not an employee of the City. No statements shall be construed so as to find the Contractor an employee of the City. No employee of the Contractor shall be an employee of the City.

- C. CONTRACTOR DEBT: The City may cancel this agreement any time the contractor is in default on any debt owed to the City or for matters of convenience.
- D. PROPRIETARY MATERIALS: The City acknowledges that in the course of performing services hereunder, the Contractor may use products, materials, or propriety methodologies. The City shall have no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.
- E. INDEMNITY: The Contractor shall indemnify, defend, save, and hold harmless the City, individually and collectively, its officers and employees from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action including workers' compensation claims, of any kind or nature, including reasonable attorneys' fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in any way resulting from, arising out of, in connection with, or pursuant to this contract, caused by the operations of the Contractor, its agents, retailers, employees, or any sub-Contractors in performance of the services to be conducted including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgments shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor further agrees to indemnify and hold harmless the City from all liability (including attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable federal or state law incurred as the result of the disposal under the agreement and contract after the date hereof of the City of Decatur's

recyclable materials at the agreed upon disposal facility. It is understood and agreed that this indemnity shall be null and void in the event of any breach by the City of any material terms of this Contract.

The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, its agents, or its employees.

- F. STATE DISPOSAL LEGISLATION: The Contractor shall be aware of current and impending State of Illinois deadlines for implementation of restrictions on disposal of certain recyclables.
- G. NON-PERFORMANCE: If the Contractor fails to observe the established service requirements or schedule for more than two (2) consecutive working days, the City shall determine whether there is reasonable justification for such lack of observance. If, in the City's sole judgment, reasonable justification has not been demonstrated, the City shall have the right to terminate this Contract, upon reasonable notice and opportunity to cure the alleged failure. Prior to terminating this Contract for non-performance, the City shall notify the Contractor in writing of the alleged non-performance, and further, that the Contract shall be deemed in default if the Contractor does not cure the non-performance within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not cured the non-performance, the City may take such steps as are necessary to cause recycling services in accordance with this Contract and applicable City Ordinances, to continue to be provided. The Contractor shall be liable for any costs of such steps from the start of the notice of default.

In the event of non-performance that has not been cured or removed, the City shall have the right to take whatever legal, equitable, or administrative action it deems appropriate, and including mandatory injunction, specific performance, and "cover" which may appear necessary or desirable to the City to collect any payments due, to abate or prevent any such default, or to enforce performance and observance of any obligation of the Contractor under this Contract. The City may also exercise any and all remedies under the bond including, without limitation, recovery under the bond of any and all moneys and damages due, recover damages suffered or incurred or that may be suffered or incurred, by the City due to a default, even if this Contract has been terminated or canceled, and take whatever action is required to cure the default, including without limitation, payments to others, or performance for or on behalf of the Contractor its obligations and agreements.

- H. BREACH: The occurrence of any one or more of the following events shall constitute cause for the City to declare Contractor in default of its obligations under this Contract:

1. City determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;
2. Contractor becomes subject of any bankruptcy or insolvency proceeding; terminate or suspend their operations; become for any reason financially insolvent or unable to pay its bills;
3. Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
4. Contractor has engaged in any conduct that has or may expose City to liability, as determined in City's sole discretion;
5. A labor strike or disagreement resulting in stoppage or reduction in services exceeding two business days.

If there is default caused by Contractor, City shall provide written notice to Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to Contractor. If the breach or noncompliance is not remedied by the date stated in the written notice, the City may either: i) immediately terminate the Contract without additional written notice; or ii) enforce the terms and conditions of the Contract, including seek all legal and equitable remedies.

Upon a breach of this Contract, the non-defaulting party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may enforce this Contract or may be awarded damages for failure of performance, including attorney's fees and professional fees, or both, and costs.

- I. FORCE MAJUERE: Neither party shall be deemed in default of this Contract if such default is due to any civil disorder, riots, insurrections, war, major casualties, Act of God, or any other cause beyond the reasonable control of the City or FS ("Force Majeure"). A force majeure event shall be claimed in writing, if at all, within 20 days of the event thereof, and otherwise may not be claimed.
- J. STRIKES: The Contractor shall be required to file proof with the City that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers as a condition of the City entering this Contract. Prior to any renewal or new contract, the Contractor shall produce proof that all collective bargaining agreements with its workers contains a "no strike" clause.
- K. AMENDMENTS: This Contract may not be amended, supplemented, modified or in any way altered except by written agreement executed by the parties' authorized representatives.
- L. CHANGE IN SERVICE: Prior to changing the type of service or service schedule described in this Contract, the City shall notify the Contractor of the proposed changes in writing. Thereafter, the Contractor shall within

sixty (60) days provide the City a response to the proposed changes, including any changes or modifications to this Contract necessitated thereby. The parties shall thereafter attempt to come to an agreement as to any disputed changes. In the event no agreement is reached after reasonable attempts to negotiate the same, either party may terminate this Contract upon a minimum seven (7) days written notice to the other.

M. NON-ASSIGNMENT: The Contractor shall not assign or subcontract this Contract, or the work thereof, to any person, firm, or corporation without prior written consent of the City, but the Contractor may perform its obligations hereunder through its own affiliates, subsidiaries or divisions. No assignment or subcontracting of the work under this Contract shall relieve the Contractor of its obligations hereunder, or alter the terms of this Contract.

N. INSURANCE: Prior to performing any work under this Contract, Contractor shall obtain and provide City proof of the following insurance coverages, provided by insurance companies acceptable to City and authorized to transact business under the laws of the State of Illinois. The coverages shall be in place whenever Contractor performs any work pursuant to this Contract. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide.

The City will not accept companies with a rating lower than A-. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Contract.

1. Workers compensation insurance shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended.

Employers Liability

Each Accident	\$500,000
Disease - policy limit	\$500,000
Disease - each employee	\$500,000

2. Commercial General Liability:

General Aggregate Limit Products-Completed	\$2,000,000
Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

Insurance shall be written in the occurrence form and shall provide coverage for operations of the Contractor; and operations of any subcontractors the coverage shall provide by endorsement that the City, its officers, and employees shall be named as additional insureds with respect to the policies and any excess liability coverage for occurrences arising in whole or in part out of the work and operations

performed. City may accept a separate owner's protective liability policy in lieu of additional insured status on Contractor's liability policies.

3. Commercial Automobile Liability:

Bodily Injury &
Property Damage Limit
Each Occurrence

\$1,000,000

The policy shall cover owned, non-owned and hired vehicles. The coverage shall provide by endorsement that the City, its officers, and employees shall be named as additional insureds with respect to the policies and any excess liability coverage for occurrences arising in whole or in part out of the work and operations performed.

4. Umbrella (Excess) Liability:

Any policy shall provide excess limits over and above the other insurance limits stated herein. Contractor may purchase insurance for the full limits required, or a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy. Contractor shall file with City, certified copies of the original policies or certificates of insurance setting forth the coverage, limits, and endorsements. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for "CITY OF DECATUR SINGLE STREAM RECYCLING PROGRAM" indicating the City's additional insured status. In no event shall any failure of City to receive certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for said insurance shall be considered incidental to this Contract. Coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor from its obligation to indemnify the City more than the coverage according to the Contract.

0. NOTICE: Notice under this Contract shall be in writing delivered or sent via regular first class United States mail, and directed to:

TO BALCONES
MIDWEST LLC:
Blacones Midwest LLC
Attn: Todd Shumaker
1781 Hubbard Ave
Decatur, IL 62526

TO CITY:
City of Decatur
Attn: City Manager, Contract
Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

- P. WARRANTY: The Contractor warrants that the services to be provided by it hereunder will be performed in a timely and professional manner by qualified staff and in accordance with generally accepted practices of professional end-users.
- Q. RIGHT TO REQUIRE PERFORMANCE: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- R. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES, AND REGULATIONS: The Contractor shall comply with all Federal, State, County and local laws, ordinances, and regulations governing the collection, disposal, and processing of recyclables.
- S. EQUAL EMPLOYMENT: During the term of this Contract, the Contractor shall comply in all respects with the Equal Employment Opportunity Act/Illinois Human Rights Act. The Contractor shall comply with the Equal Employment Opportunity Clause. Findings of noncompliance with applicable State or Federal Equal Employment Opportunity Laws or regulations may be sufficient reason for default and termination of this Contract.
- T. ENTIRE AGREEMENT: This Contract contains the entire agreement, between Contractor and City. It shall become effective and binding upon acceptance and execution by Contractor. It may be amended or modified only in writing and signed by duly authorized representatives of Contractor and City. The laws of the State of Illinois shall govern this Contract. Jurisdiction and venue for any action involving this Contract shall lie in Macon County, Illinois.

The undersigned represent they have full authority to bind their respective principals.

Dated this: _____ day of April, 2025.

City of Decatur, Illinois

By: _____
Julie Moore Wolfe, Mayor

Balcones Midwest LLC

By: _____

Its: _____

Attest: _____

Exhibit A

SINGLE-STREAM MATERIAL	Percent	Market Prices**	Weighted Value
AL UBC	0.80%	1800	\$14.40
Used Steel	2.00%	180	\$3.60
HDPE Nat	1.10%	1900	\$20.90
HDPE COL	1.10%	120	\$1.32
PET	3.30%	350	\$11.55
3 thru 7	1.90%	-30	\$(0.57)
Mixed Glass	13.20%	-69.64	\$(9.19)
OCC	20.80%	80	\$16.64
Mixed Paper	41.80%	60	\$25.08
Residuals	14.00%	-56.50	\$(7.91)
	100.00%		\$75.82
Processing Cost Per ton			(\$136.51)
Single Stream Material Rebate/ Charge per ton			\$ (60.69)

* Estimated average percentage of each recyclable commodity from a typical residential curbside recycling program.

Percentages may be adjusted on an annual basis to reflect actual experience.

** Current Market Prices are shown. Future Market Prices will be applied on a month-to-month basis, where such prices shall typically be no less than the minimum published value for:

Containers (Aluminum UBCs, Natural HDPE, Mixed HDPE and Mixed PET)
published in the monthly issue of Secondary Materials Pricing.com.

Notes: (a) Steel cans priced per local area markets as non-densified bales.

(b) Glass Containers are recovered as Mixed Broken Glass priced per local area markets.

(c) Plastics #3, #4, #5 & #7 are marketed at available market prices.

Paper Fiber (Newspaper, Mixed Paper and Cardboard)

published in the PPW

If published values are not indicative of actual market values; then, actual market values will be used.

*** Residuals are non-recyclable commodities inadvertently discarded by the consumer into the curbside recycling bin and subsequently disposed of.

**** Processing Fee (fixed for 1st year of term, with CPI adjustment in subsequent years) subtracted from Total Market Value

Single Stream Material Composition:

<u>COMPONENT</u>	<u>PERCENTAGE</u>
Steel Cans	2.0%
UBCs	0.8%
HDPE-N	1.1%
HDPE-C	1.1%
PET	3.30%
Plastics #3, #4, #5, #7	1.9%
Glass	13.2%
Mixed Paper	41.8%
Cardboard	20.8%
RESIDUALS	14.0%

Midwest shall review the PERCENTAGE of each COMPONENT of the MATERIAL on an as needed basis and has the option to revise the PERCENTAGE of each COMPONENT according to the most recent twelve month average experience.

EXHIBIT B

Acceptable Materials

RECYCLING GUIDELINES Midwest Fiber RECYCLING



Clean & Empty
Replace lids & caps



METAL
Steel & Aluminum Containers and Foil



PAPER
Cardboard (flattened),
Office Paper, Newspaper, Magazines



PLASTIC
Containers: Bottles, Tubs, Jugs, and Jars Only



GLASS
Containers: Bottles & Jars Only



**Put material in loose
- Not in Bags**



No Plastic Bags
No Product Wrap
(return clean to retailer)



No Big Items(Electronics, Wood,
Propane Tanks, Scrap Metal or Styrofoam
check with Ecology Action Center for other options)



No Tangles(Hangers, Hoses,
Wire, Cords, Ropes or Chains)



No Clothing
Textiles or Shoes (donate)



No Food, Liquid, Diapers,
Batteries or Needles



No Shredded Paper
(unless bagged)

A detailed list follows on the next page.

Material
Single Stream

Aluminum Cans, Trays & Foil (trays & foil must be cleaned)
Steel Cans and Tins
PET Soda, Water, & Flavored Beverage Bottles (#1 clear and green plastic resin)
HDPE Milk & Juice Jugs (#2 clear plastic resin)
HDPE Detergent & Fabric Softener Containers (#2 colored plastic resin)
PVC Narrow Neck Containers Only (#3 plastic resin); such as health & beauty aid products, household cleaners.
LDPE Grocery Containers (#4 plastic resin); such as margarine tubs, frozen dessert cups, six and twelve pack rings.
PP Grocery Containers (#5 plastic resin); such as yogurt cups, and narrow neck syrup and ketchup bottles.
#7 Plastic Resin Narrow Neck Containers Only.
Plastic Buckets, such as kitty litter containers (5 gallon size maximum).
Glass Bottles and Jars (clear, brown, green, and blue): no window glass, dinnerware or ceramics.

Newspaper, including inserts (remove plastic sleeves)
Cardboard (no waxed cardboard)

Pizza Boxes (free of food waste)
Kraft (brown paper) Bags
Magazines, Catalogs and Telephone Books
Office, Computer, Notebook & Gift Wrap Paper (no metal clips, spirals, binders, or ribbons)
Chipboard (cereal, cake & food mix boxes, gift boxes, etc.)
Carrier Stock (soda & beer can carrying cases)
Junk Mail & Envelopes (no plastic cards, stick on labels or unused stamps)
Paper Back Books (can include hard cover books but remove cover)

Notes:

1. All containers to be emptied and rinsed clean.
2. No motor oil, insecticide, herbicide or hazardous chemical containers.
3. Plastic bags should be returned to grocery or department store.
4. No plastic film (no plastic sheets, tarps or wrap).
5. No expanded foam or clear polystyrene per joint advisory from the Illinois Recycling Association,

Illinois Department of Commerce & Community Affairs, and Region 5 US Environmental Protection Agency.

**COUNCIL MEMO
EXECUTIVE DEPARTMENT
No. 2025-03**

DATE: April 14, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park-
Decatur Area Arts Council

Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor in Central Park during the Decatur Craft Beer Festival, sponsored by the Decatur Area Arts Council, scheduled for Saturday, May 10, 2025, from 12:00 PM to 4:00 PM.

ORDINANCE NO. 2025-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
- DECATUR AREA ARTS COUNCIL -**

WHEREAS, the Decatur Area Arts Council has planned its “Decatur Craft Beer Festival” event, for Saturday, May 10, 2025; and,

WHEREAS, it is the intention of Decatur Area Arts Council to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of the Decatur Area Arts Council and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed, alcoholic beverages may be consumed in Central Park in downtown Decatur, said day and hours being particularly described as follows:

Saturday, May 10, 2025

12:00 p.m. – 4:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

Section 4. That this ordinance is expressly conditioned and approved upon Decatur Area Arts Council providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

PRESENTED, PASSED, APPROVED AND RECORDED this 21st day of April 2025.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Area Arts Council, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, Central Park, for the Decatur Craft Beer festival event on the following date and time:

Saturday, May 10, 2025

10:00 a.m.– 6:00 p.m.

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

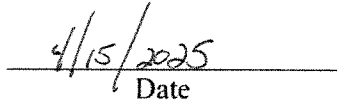
For City of Decatur, Illinois:

For Sponsoring Agency:
Decatur Area Arts Council

Authorized Representative


Authorized Representative

Date


Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: Gallagher Client Service Team		
	PHONE (A/C No, Ext): 833-391-6524	FAX (A/C, No):	
	E-MAIL ADDRESS: Select_certificates@aig.com		
INSURED Decatur Area Arts Council 125 N. Water Decatur IL 62523	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hanover American Insurance Company		36064
	INSURER B : Frankenmuth Insurance Company		13986
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1529705463**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		6620474	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		6620473	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		6620474	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WKCJ985060	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Liquor Liability		6620474	4/1/2025	4/1/2026	Aggregate Limit \$1,000,000
A	Directors & Officers Liability		LHC-H490631	4/1/2025	4/1/2026	Limit/ Retention \$1M/ \$10,000
A	Employment Practices Liability		LHC-H490631	4/1/2025	4/1/2026	Limit/ Retention \$1M/ \$10,000

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

Event: Decatur Craft Beer Festival
Date: 5/10/2025Event Address:
Central Park
Decatur, IL 62523

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Decatur
1 Gary K. Anderson Plaza
Decatur IL 62523

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Decatur Area Arts Council 125 N. Water Decatur IL 62523
POLICY NUMBER 		
CARRIER 	NAIC CODE 	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Decatur (owner) and Decatur Area Convention & Visitors Bureau (Property Manager) are listed as Additional Insured, as per written contract, with respect to General Liability for above location/event.

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
March 4, 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 Amy Spry
COMMISSIONER Tony Wilkins
ACTING SECRETARY Penny Rogers

ABSENT: COMMISSIONER Christina Arganbright
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 February 4, 2025, regular meeting were presented. Vice Chair Greg Spain moved that the February 4, 2025, regular meeting minutes be approved, seconded by Commissioner Tony Wilkins and upon call of the roll, Commissioners Amy Spry, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

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

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

Chair Ray called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Customer Payment Specialist, Commissioner Amy Spry, 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, Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Utility Customer Service Representative, Vice Chair Greg Spain, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Tony Wilkins, Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- C. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer, Commissioner Tony Wilkins, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- D. Authorization Request to Approve Final Scores & Lateral Transfer Register for Police Patrol Officer, Vice Chair Greg Spain, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Amy Spry, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- E. Authorization Request to Approve Final Scores & Promotional Register for Fire Lieutenant, Commissioner Amy Spry, 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, Amy Spry, 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 Promotional Register for Crew Chief-Water Services, 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 Amy Spry, 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 Engineering Technician II, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Amy Spry, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- C. Authorization Request to Approve Job Announcement & Establish Eligible Register for Office Support Representative, Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- D. Authorization Request to Approve Job Announcement & Establish Eligible Register for Transit Utility Worker, Commissioner Tony Wilkins moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- E. Authorization Request to Approve Job Announcement & Establish Eligible Register for Transit Fleet Mechanic, Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Tony Wilkins, Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- F. Receiving and Filing of Personnel Actions – Commissioner Amy Spry moved that the appointment, promotion, shift letter commendation, oral reprimand, civil service status, request for leave, probationary extension request, relinquish position, resignation, and duty disability retirement, be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioners Tony Wilkins, Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
March 4, 2025
Page 4

Chair Ray called for Other Business:

Congratulations to Commissioner Tony Wilkins, who is retiring from Ameren on 4/1/25, after 33 years. There being no other business, Vice Chair Greg Spain moved to adjourn the meeting, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Amy Spry, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the meeting adjourned at 11:51 am.

Respectfully Submitted,



Penny Rogers
Acting Secretary

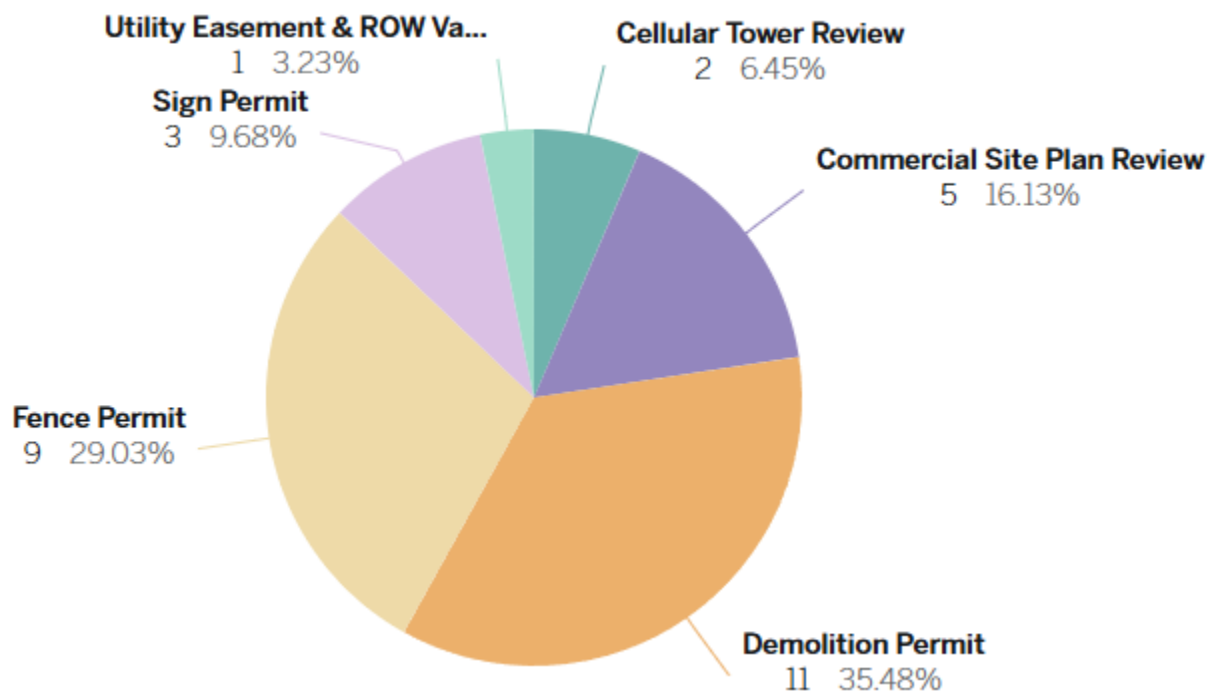
**ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT**

March 2025

PLANNING AND DEVELOPMENT DIVISION

For the month of March, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have a significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed thirty-one (31) submittals, broken down by review type below:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
1	116	\$53,400

BUILDING INSPECTIONS DIVISION

For March, we issued 211 permits broken down by permit type below. Of those, we had 4 permits with a value of over \$250,000. The Division performed 418 inspections and 6 consultations.

<u>PERMIT TYPE</u>	<u># ISSUED</u>	<u>WORK VALUE</u>
Commercial Building	2	\$210,595
Demolition	10	133,600
Electrical	22	167,151
Fence	8	21,657
Fire Protection System	4	413,338
Mechanical	14	611,331
Plumbing	23	70,358
Residential Building	17	2,441,592
Roof	101	1,953,590
Sign	0	0
Solar Photovoltaic System	9	334,636
Swimming Pool	0	0
Temporary Structure/Use	1	5,000
Wheelchair Ramp	0	0
TOTAL	211	\$6,362,848

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs.
- Staff is working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff participated in the monthly meeting with HUD grants manager. Technical assistance is provided as well as clarification on ongoing programmatic challenges and updates on how to proceed with timely expenditures of annual allocations of CDBG and HOME Investment funding.
- Staff began representing the department on the Wellness and Safety Committees.
- Staff continued to market the Façade program along the Jasper St. corridor.
- Staff continued public meetings and conversations with nonprofits, residents and businesses as we began the Consolidated Plan process for FY25-29.
- Staff working to finalize Carrie Lane project with Woodford Homes.
- Staff issued a Child Care grant for home daycare and daycare centers. Owner/operators can receive assistance for up to \$20,000.
- Staff attended Crisis Nursery presentation from the Birth to Five agency.
- Staff continue to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to various areas of the city.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention-related meetings, and events as required by HUD.
- Staff created a Property Maintenance class to go along with training for potential homebuyers.
- Staff held a public hearing to gain input for an amendment to the current plan.

- The City of Decatur's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants are in the form of roof replacements.
- Staff participated in 2025 Servant Leadership Conference
- Staff met with other community partners at the Hope Academy about ways to work together to help Hope staff and students become more effective.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff continue working with CICD staff to develop the Homebuyer Ecosystem process.
- Staff continues working with the consultant, (TESKA), Thriving Communities and local partners on the Great Streets, Great Neighborhoods Jasper St. project.
- Staff met with outside agencies, i.e. CoC, Homeless Advisory Council, Inner Agency All In meeting, SIA, GM Square, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of March 2025.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	191
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	91
No Garbage Service	10
Nuisance	240
Secure of Abandoned Buildings	51
Weeds	0
TOTAL	583

RE-INSPECTION VISITS	
Code Enforcement	881
Weeds	0
TOTAL	881

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	217
Weeds	0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	0

DEMOLITIONS	
Year-to-Date	
Demolished	0
New Cases	2
Sent to Legal	0
Sent to Council	0
Out to Bid	0
Contracts Granted	0
Contract Amount	\$0
Permits Issued	0
Permits Finaled	0
Active Demolitions	143

GARBAGE SERVICE COMPLAINTS	
Received	1

INVOICES*	
New Invoices	132
Dollar Amount	\$72,242.49

PAYMENTS RECEIVED**	
Weeds	\$0

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT
MEMORANDUM
2025-04

April 8, 2025

TO: Tim Gleason, City Manager
FROM: Neil Elder, Fire Chief
RE: Monthly Report – March 2025

In March, the Fire Department responded to a total of 1,333 alarms, maintaining a high operational pace. If this trend continues, the department is on track to exceed 15,000 alarms for the year, which would represent a significant increase compared to 2014, when the total alarm count for the year was 8,736 with the same manpower.

Currently, the department has six recruits in training at the Illinois Fire Service Institute Academy in Champaign. The instructors have reported positive progress, and the recruits are scheduled to graduate on April 18th. Upon completion of the academy, they will undergo Hazardous Materials and EMT training before joining the shift.

In March, Fire Chief Abbott retired, and the department has undergone a leadership transition. Neil Elder has assumed the role of Fire Chief, with Toby Jackson serving as the Deputy Chief of Operations, Brian Lockwood as the Deputy Chief of Fire Prevention, and Chris Downey recently promoted to Deputy Chief of Training.

Additionally, the department is awaiting the delivery of three new fire engines, which are still on order. During a recent meeting with a representative from Pierce Fire Apparatus, it was confirmed that the engines are now expected to be completed in May 2026, instead of the previously anticipated end of 2025. Given the long lead times for apparatus orders and deliveries, Truck 1 is anticipated to be the next vehicle slated for replacement.

Incident Type Category	2025			
	Jan	Feb	Mar	Apr
1 - Fire	29	26	37	6
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	2	1	0
3 - Rescue & Emergency Medical Service Incident	927	843	911	157
4 - Hazardous Condition (No Fire)	27	18	43	7
5 - Service Call	121	104	144	30
6 - Good Intent Call	98	87	112	23
7 - False Alarm & False Call	79	57	83	15
9 - Special Incident Type	0	0	2	0
Grand Total	1,281	1,137	1,333	238

Busiest Companies in March	
Engine 3	281
Engine 1	266
Engine 5	227
Engine 6	212
Truck 2	192

Fire Prevention Report:

Inspections:

- Life Safety Inspections Conducted: 64
- Public Relations Inspections: 1

Fire Investigations:

- Inspector Jones:
 - 3 Building Fire Investigations
 - 1 Vehicle Fire Investigation
 - 1 Grass Fire Investigation

- Inspector Stevens:
 - 1 Building Fire Investigation
 - 2 Vehicle Fire Investigations
 - 1 Other Fire Investigation
- Inspector Johnson:
 - Shadowed Inspector Jones during some fire investigations
 - Investigated and is following up on a fire and life safety complaint

Inspector Certifications and Training:

- Inspector II Certification:
All three inspectors (Jones, Stevens, and Johnson) began working on their Inspector II certification in March, with completion expected in the first week of April.
- Trace Evidence Training:
Inspectors Jones, Stevens, and Johnson attended a Trace Evidence presentation by the Illinois State Police Trace Chemistry Unit in Springfield.
- Monthly Training:
All inspectors participated in the monthly Vector Solutions training.

Public Safety Installations:

- Residential Key Boxes: 2 residences
- Smoke Detectors: 2 residences

Public Complaints:

- Complaints Addressed: 1 fire and life safety complaint (Investigated by Inspector Johnson)

Training Report:

Fire:

Officer Development:

- Completing evaluations using SMART objectives, the key is to make sure your goals are Specific, Measurable, Achievable, Relevant, and Time-bound. This framework helps in setting clear and measurable objectives that are easy to track and evaluate.

Review of Structures that are in the City of Decatur:

- An outside instructor, Jeff Lattz, gave a 6-hour lecture on Building Construction that is directly related to the City of Decatur.

EMS:

Pediatric Emergencies

- I/O (Intraosseous) Insertion & Infusion of Fluids Using a Manikin
- Pediatric Endotracheal Tube (ETT) Insertion & I/O Infusion Using a Manikin

Joint Training

- Air Evac presented the hazard of the aircraft and how to safely approach the aircraft due patient transport to and from.
- Members from DPD joined the training and interacted with questions of making the scene safe for landing.

Dive

- Members went to the YMCA and worked on the following skills:
 - 5x full face mask removals while maintaining buoyancy level.
 - Buoyancy control while stationary
 - Buoyancy control while swimming
 - BCD doffing and donning while maintaining buoyancy level.
 - Testing this with and without the external harness.

DECATUR ILLINOIS POLICE DEPARTMENT

2025 March Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	19
Patrol Officer	107
TOTAL	134

Budgeted 148

Non-deployable: Officers at Academy or in FTO 10

Non-deployable: Officers on Injury Status 5

Retirements/Resignations Expected Next Month 0

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	16

Freedom of Information (FOIA) Requests

Month: 155 **YTD:** 499

DECATUR ILLINOIS POLICE DEPARTMENT

2025 March Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	0
Directed Patrols	85	239
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,158	11,668
Criminal Arrests	306	953
Felony Drug Arrests	18	56
Firearms Seized	9	26
Field Interviews	146	356
City Ordinance Arrests	11	24
Unlawful Use of Motor Vehicles	108	337

Traffic Accidents

	Amount	YTD
Traffic Accidents	170	554
Fatal Accidents	0	0
Personal Injury Accidents	33	86

Traffic Enforcement

	Amount	YTD
Traffic Citations	572	1,782
Written Warnings	411	1,204
Parking Citations	418	1,139

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	24	65
DUI's Involving Accidents	9	22
Electronic Communication Device Stops	12	36
Speeding Stops	280	705

DECATUR ILLINOIS POLICE DEPARTMENT

2025 March Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	1,303	grams	2,507	\$10 / gram	\$25,070
Cocaine - Powder	937	grams	1,006	\$100 / gram	\$100,600
Cocaine - Crack	0	grams	67	\$100 / gram	\$6,700
Heroin	0	grams	64	\$300 / gram	\$19,200
Ecstasy	7	hits	35	\$20 / hit	\$700
Meth	291	grams	478	\$100 / gram	\$47,800
K2/Pills	130	pills	269		

	Amount	YTD
Search Warrants	4	23
Currency Seized	\$4,028	\$19,570
Firearms Seized	15	25
Vehicles Seized	1	2
Arrests	7	23

Detective Activity

	Amount	YTD
New Cases Assigned	158	499
Closed/Resolved Cases	113	343
Criminal Arrests	42	175
Homicides	0	2
Infant Death Investigations	0	0
Suicide Investigations	0	2
Missing Person Investigations	7	16
Computer/Cell/Tech Exams	78	332

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	12	45
Misdemeanor Arrests	0	1
TOTAL	12	46

	Amount	YTD
Sex Offender Registrations	144	381

**Public Works Department
Monthly Report
March 2025**

Engineering:

2023 Water Main Replacement Project:

Month Activity: All work is complete; Restoration has started in is expected to be completed in May.

Project Background: The project was designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by City Council on September 18, 2023. The preconstruction meeting was held in October and the materials have been ordered. The Medial Drive phase has been completed. All patching work is complete and the new watermain is in operation. The remining restoration work cannot be completed until the spring.

Water Sampling Stations:

Month Activity: All work is complete; Restoration has started in is expected to be completed in May.

Project Background: The project was designed and advertised by Engineering Staff on October 18, 2023, with bids received on November 15, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by City Council on December 4, 2023.

2023 Storm Drainage Improvement Projects:

Month Activity: All work is complete; the restoration work is expected to start in April.

Project Background: The project was designed and advertised by Engineering Staff on October 4, 2023, with bids received on October 25, 2023. A&R Mechanical, Inc, provided the lowest

responsible bid, and the contract was awarded by City Council on November 6, 2023. All work is complete except for the final restoration and asphalt patching. This work will be completed in the spring

Sanitary Sewer Herbicide Root Control Project:

Month Activity: Dukes Completed the 2nd year of application in March. The third and final year of application will be completed in 2026.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. Dukes Root Control provided the lowest responsible bid, and the contract was awarded by the City Council on January 16, 2024.

2024 Trenchless Long Lining Project:

Month Activity: The contract work was completed in December. The alternate work is scheduled for April.

Project Background: The project was designed and advertised by Engineering Staff on May 22, 2024, with bids received on June 20, 2024. Insituform provided the lowest responsible bid, and the contract was awarded by City Council on July 1, 2024.

2024 State MFT Project:

Month Activity: Work commenced on Wood St with ADA improvements and Dunn is scheduled to start the asphalt plant in early April. The remaining work is expected to start shortly after.

Project Background: The project was designed and advertised by Engineering Staff on July 24, 2024, with bids received on August 7, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by the City Council on August 19, 2024. The work was

completed on Mound, Taylor and Wooddale and Wood Street will not be completed until the Spring.

2024 Local MFT Project:

Month Activity: The remaining ADA work is expected to start in April, with paving starting shortly after.

Project Background: The project was designed and advertised by Engineering Staff on August 21, 2024, with bids received on September 4, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by the City Council on September 16, 2024. Patching was completed on Franklin and Main St in October.

2024 Storm Drainage Improvement Projects:

Month Activity: No work was completed; the work is expected to start in April.

Project Background: The project was designed and advertised by Engineering Staff on November 20, 2024, with bids received December 5, 2024. Entler Excavating provided the lowest responsible bid, and the contract was awarded by the City Council on December 16, 2024.

2024 Traffic Signal Improvement Project:

Month Activity: No work was completed; the materials are on order, but traffic signal equipment typically has a six-month lead time. Work is not expected until late summer.

Project Background: The project was designed and advertised by Engineering Staff on December 18, 2024, with bids received January 22, 2025. Bodine Electric of Decatur provided the lowest responsible bid, and the contract was awarded by the City Council on February 3rd, 2025.

Oakland and Grand Sewer Separation Project (Basin 5/6):

Project Background: The project was designed by AECOM and advertised by Engineering Staff on December 17, 2024, with bids received February 11, 2025. Entler Excavating of Decatur provided the lowest responsible bid, and the contract was awarded by the City Council on February 18, 2025, pending a loan received by the IEPA. The City received the loan from IEPA late March allowing for the project to be awarded to Entler.

**MUNICIPAL SERVICES MONTHLY DATA
MARCH 2025**

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	0 patches	0	
LS Replacement Asphalt	0 sq yds	0	
Milling / Asphalt	220.00 sq yds	123.50	
Miscellaneous / Asphalt	0	15	
Pothole Patch / Repair	4,371 patches	561	
Street Repair / Asphalt	0 sq yds	0	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	157	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	0 sq yds	0	

SS Utility Cuts / Sidewalk	0 sq ft	0	
Water Dept Cuts / Curb & Gutter	29.00 lineal ft	13	
Water Dept Cuts / Driveway	19.50 sq yds	37	
Water Dept Cuts / Pavement	145.25 sq yds	232	
Water Dept Cuts / Sidewalk	330.00 sq ft	59	
LS Replacement Sidewalk	401.00 sq ft	78.50	
LS Replacement Pavement	122.00 sq ft	174	
LS Replacement Driveways	19.50 sq yds	52	
LS Replacement Curbs/Gutters	0 ln ft	0	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		145.5	
Flowerbed Maintenance		18	
Fountain		0	
Sweeping / Downtown Parks		0	
Downtown Parks		22	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Electrical		0	
Re-Lamp Street Lights		0	
Street Light Maintenance		108 Regular / 8 OT	
Traffic Signal Repair		274.5 Regular / 35 OT	
Warning Siren Maintenance		31 Regular / 5 OT	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO

Fleet Tasks	98.53%	676.25	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		81.5	
Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		91	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up	93.5	0	
Stump Removal	64	373 Regular / 71 HC	
Tree Removal	91 (inch diameter)	78.5 Regular / 11 HC	
Tree Trimming	35	130 Regular / 12 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		20	
Parking Lots/Garage Maintenance		22	
Parking Meter Collection		8	
Parking Meter Repair		6	
Special Projects / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	11,800 linear ft	29	

Catch Basin / Pumped	7	10	
Catch Basin / Repaired	0	0	
Culvert / Installed	104 linear ft	121	
Culvert / Jetted	0 linear ft	0	
Ditch / Cleaning	980 linear ft	56	
Storm Sewer / Jetted	0 linear ft	0	
Storm Sewer / Repaired	1	15	
Sanitary Back-up / Jetted	10,998 linear ft	54 Regular / 55.6 OT	
Sanitary Manholes / Pumped	2	6	
Sanitary Manholes / Repaired	1	3	
Sanitary Sewers / Cleaned	34,885 linear ft	110	
Sanitary Sewers / Jetted	560 linear ft	16	
Sanitary Sewers / Roots	2,164 linear ft	22	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3 rd Shift	18.5 miles	23	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	74.59 miles	297	
Street Cleaning / Priorities	78.7 miles	107.5	
Street Cleaning / State Routes	34.70 miles	13	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	323	7 Regular / 19 HC	
Miscellaneous Traffic Control		36	

Mowing Entry Signs		0	
Signs / Installed	30	93	
Signs / Made	91	57 Regular / 132 HC	
Signs / Repaired	44	153.50	
Striping / Paint	0 feet	4	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		60 Regular / 25.50 OT	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	151	462	
72-hour / Travel Time		29	
Abatements (weed & brush)	0	0	
Home Secures	31	64	

Water Production Division
Monthly Report
March 2025

Lake Decatur Water Level: Lake Decatur ended the month of March at a water level of 613.2, a typical level. For March 2023 and March 2024, the end-of-the-month water elevation was 613.7 and 613.1, respectively. We are still looking for the opportunity to hold flow back and let the dam's apron dry out so that Christy-Folz can mobilize equipment to reinstall the Asian Carp barrier on the south part of the dam, which was pushed over the dam by ice about a year ago. We're also thankful for the precipitation, though. Recent long-term forecasts indicate a good water year in our area.

Water Production: 579.3 million gallons (MG) of potable water were pumped into the water distribution system, which is a bit above the recent demand for the month of March. In March 2023 and February 2024, the MG pumpage was 546.9 and 555.1, respectively. The increased usage appears to be due to a recovery in industrial usage at ADM's East Plant after the tragic explosion in September 2023.

Lead (and Copper) Sampling to Begin: On October 8, 2023, the USEPA issued a final rule requiring drinking water systems across the country to identify and replace lead pipes and galvanized requiring replacement (GRR) within 10 years. Referred to as the Lead and Copper Rule Improvements (LCRI), this rule also requires more rigorous testing of drinking water and a lower threshold requiring communities to take action to protect people from lead exposure in water. In addition, the final rule improves communication within communities so that families are better informed about the risk of lead in drinking water, the location of lead pipes, and plans for replacing them.

The LCRI updates tap sampling protocol, requiring systems to collect first- and fifth liter tap samples at sites with lead service lines or GRR and use the higher value for compliance. This sampling rule accounts for both water that has been sitting stagnant within the buildings' plumbing as well as within the service lines leading to the buildings. Based on population, the Decatur Public Water System is required to collect 60 lead and copper samples every six months from the IEPA approved site plan beginning this year. Although it's an extra workload, we expect to be able to handle this sampling with our existing operating budget.

A lot of work went into creating the City of Decatur's new lead and copper site plan before submitting it to the IEPA for approval. Using the City's lead inventory map and MUNIS, we were able to determine which homes met the requirements for lead and copper sampling. Contact was made with a resident of every selected address. Before being asked to participate, the program was explained to each customer individually. Only a few declined and the rest were made active or inactive (back-up) locations on the City's site plan. **Sampling will begin in April.**

Bulk Water Station Serving Customers: The newly upgraded bulk water station re-opened to customers on Friday, March 14th. There have been a few glitches with the new system but overall, public feedback has been positive. Since opening, there have been 37 transactions with almost \$400 in gross revenue. Google Maps listing for the site has been updated, and a video on how to use the station has been posted.

Sluice Gate Hoist Gear Replacement Progress: The broken gear on the north sluice gate will have been fabricated and will be installed in the next week or so. The maintenance team has prepared the site with new limit switches and a support frame.

Chemical Feed Upgrades Continue: Work continues apace on the chemical feed upgrades project, with good progress on many systems.

Electrical Upgrades Bids Received: Bids were opened on March 26, 2025, for the electrical upgrades project. There was only one bid, but it was a responsible bid and was within the adopted budget. April 21, 2025, as the tentative date for the City Council to consider awarding a construction contract and approving the loan documents for the State Revolving Fund (SRF).

Disinfection Byproduct Reduction Study Continues: Staff had several productive meetings with Burns and McDonnell to develop solutions for reducing disinfection by products. In the

meantime, the test results for the first quarter were favorable for both the City of Decatur and Mount Zion.

Harristown Vulcan Property Bathymetry and River Survey/Security Needs: A bathymetry survey and river bottom survey was completed by Northwater, in support of Intera's study of potential yield. In the meantime, vandalism has emerged as an issue at the site. No trespassing signs will be installed soon, and bids for fencing are being sought. The Macon County Sheriff's office has been requested to keep an eye on the site.

Illinois Lake Management Association (ILMA) Conference: Robert Weil represented Decatur at the ILMA conference, held in Northbrook, IL. Decatur was featured prominently in the presentations because of our progressive watershed management program as well as innovative solutions such as floating wetlands. Decatur's success was noticeable enough that Robert was able to attract some interest in the vacant engineering position.

Cost-of-Service Study Capital Plan Reviewed: Public Works and Finance staff met with the US Water Alliance and Raftelis to review the capital needs and financing options for the water utility. Our next meeting will be at the beginning of May. After that, Raftelis will allocate the cost of providing water service to the different classes of customers (e.g. residential, commercial, industrial).

Illinois Section of American Waterworks Association (ISAWWA) Day at the Capitol: The ISAWWA organized a day at the Capitol, the first in the past 20 years, and arranged for members to meet with nearby elected officials. Robert Weil was teamed with Bloomington's Water Director, Ed Andrews. We met with Representatives Chung and Deering and had productive discussions on water policy.

Economic Development Corporation (EDC) Meeting Held at Water Plant: The EDC for Decatur and Macon County held its board meeting at the water plant. Robert Weil provided a lunch-and-learning presentation about our water treatment system, including the potential to attract industry.

Lake Decatur Watershed Management Plan:

- Construction is completed on the wetlands located on the City property off of Star Route Road.
- Staff conducted a prescribe burn on various properties the city owns, including the Oakley Sediment Basin.
- Staff are accepting 2025 RCPP applications for the upcoming deadline of April 18, 2025.

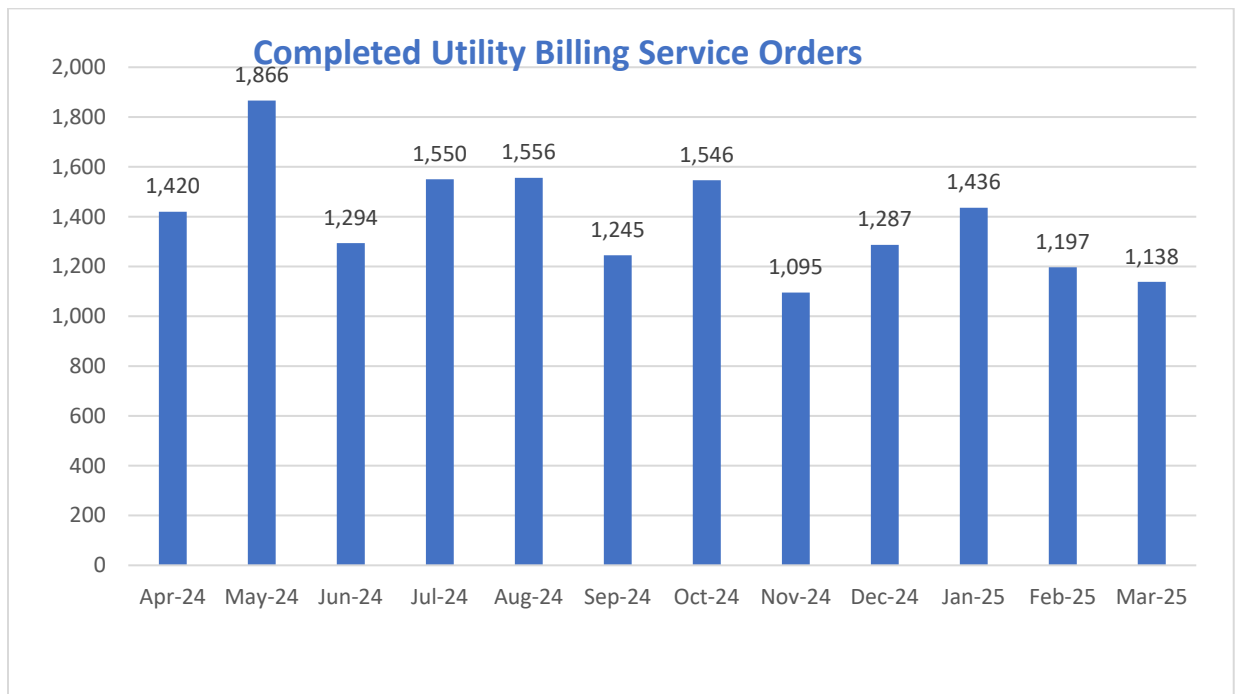
Performance Outcomes:

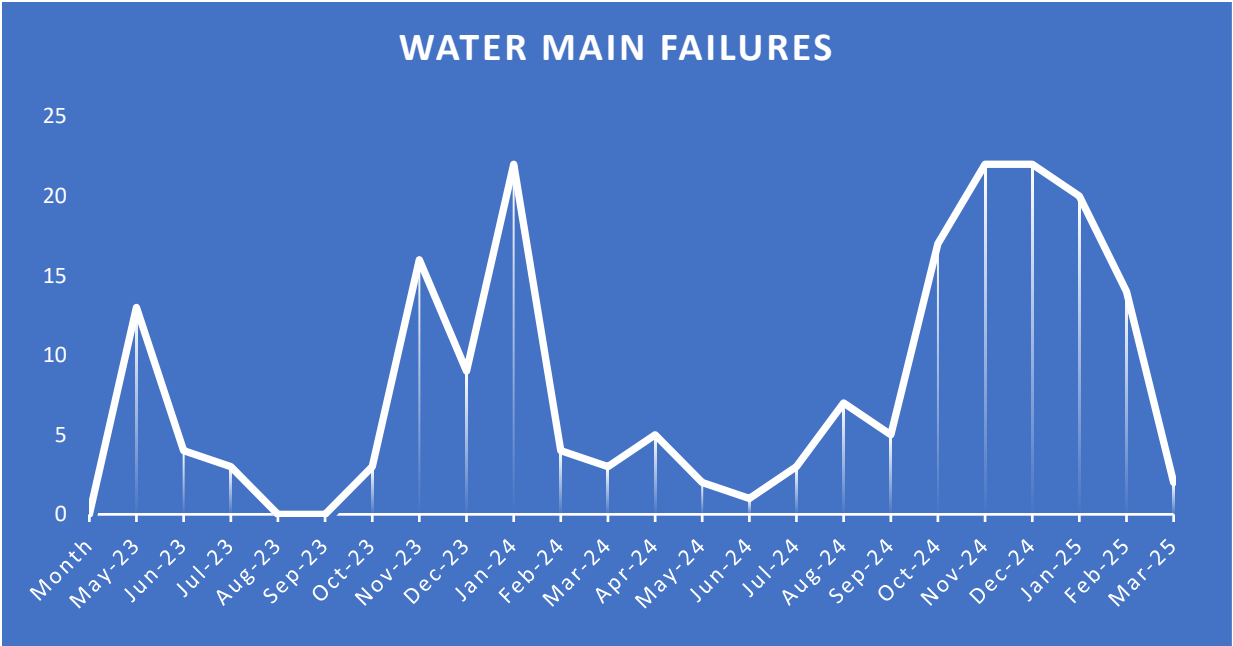
1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boats operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. Staff continue to work on gathering and interpreting data on sediment accumulation. The bathymetry on the sediment basins is still being proofed by Northwater and results are expected this month. It does appear that the basins are catching sediment, as intended.

March 2025

Water Services:

Water Services staff repaired 2 water main failures, 13 water services, 2 fire hydrants and inspected 15 system control valves and 1 fire hydrant. Completed 93 miscellaneous distribution system orders and 1,138 Utility Billing service orders.





Transportation Services Department

Monthly Report

March 2025

Mass Transit Division

For the month of March, the Mass Transit staff completed the following projects:

1. Farebox replacement is pending awaiting IDOT approval. Fareboxes have not been replaced in over 30 years. If approved, IDOT grants will replace our existing drop box system farebox with state-of-the-art farebox validators. Allowing for the use of app and card-based payments on the buses.
2. A grant-based concrete project to make improvements at the Multimodal Transit Center has been approved by IDOT. This will improve curb cuts, ADA accessibility, and sidewalk improvements. The IFB is posted.
3. A grant-based project to demolish the rest of the tommy house tire buildings has been approved. Bid is posted.
4. Microtransit Operations RFP is posted.

Our ridership for the month consisted of the following:

Mon-Sun	Fixed Route	Paratransit	Total
Passenger Rides	64,881	1,495	66,376
Miles Driven	132,293	8,577	140,870
On Time Performance	89%	98%	
Train Delays	9	2	11

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

Snow removal and ice management was a priority for all facilities.

1. Transit Facilities: We need to replace the large double doors at the Transit Center (there are 6 of them) and remodel the Paratransit front desk office. The IFB is now posted for these repairs.
2. Library Facilities:
 - a. Library: Chiller replacement underway.
3. Police Facilities: Monthly maintenance inspection completed and minor repairs made.

4. Civic Center:
5. MSC: Roofing project is almost completed.
6. Fire Department: Ongoing repairs and projects across all fire stations.

Electric Vehicle (EV) Division

For the month of March, the EV staff completed the following projects:

1. EVRP plan is completed and the consultant is preparing the final packet.
2. Partnership with Ameren for the Ameren Electrification Plan. Plan has been completed and Ameren will award us \$75,000 towards our charging stations.
3. Consultation with Park District and Ameren to move towards initiating construction of the public EV charging stations at the Library, Civic Center, and Boat Docks/Amphitheater.
4. 2 of our 3 EV SUVs are built and scheduled for delivery.