



Monday, December 5, 2022

5:30 PM

City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of November 14, 2022 City Council Study Session

Approval of Minutes of November 21, 2022 City Council Meeting

IV. Unfinished Business

V. New Business

1. Public Hearing in the Matter of the 2023 Budget
2. An Ordinance Adopting the Fiscal Year 2023 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect
3. Resolution Authorizing Payment of the 2023 Central Illinois Regional Dispatch Center Invoice -- User Fees for the Decatur Police Department and Decatur Fire Department
4. Resolution Authorizing an Intergovernmental Agreement between the Sanitary District of Decatur and the City of Decatur Regarding the Relocation of a Sanitary Sewer for the Brush College Road and Faries Parkway Grade Separation Project
5. Ordinance Amending City Code of the City of Decatur, Illinois by the Addition of Chapter 41.3 - Downtown Parks
6. Ordinance Amending City Code Chapter 41, Miscellaneous Street Regulations

7. Ordinance Amending City Code Chapter 69, Electrical Code
8. Resolution Authorizing a Fiscal Sponsorship Agreement between the City of Decatur and T/CCI Manufacturing
9. Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and Swagit for City Council Camera Upgrade Project
10. 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 Authorizing Memorandum of Understanding between the City of Decatur and the Decatur Public Library and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO on behalf of AFSCME Local 268
 - B. Resolution Authorizing City Manager to Purchase Property Located at 822 E. Decatur Street, and Two (2) Additional Adjoining Parcels, Decatur, Illinois
 - C. Resolution Authorizing Lake Decatur Watershed Protection Program Agreement with Larry H. Shackelford, Trustee of the Lawrence H. Shackelford Trust
 - D. Resolution Authorizing Action Regarding Unsafe Structures
 - E. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Alum City Project-Pur2022-07
 - F. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon City Project-Pur2022-07
 - G. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon Dioxide City Project-Pur2022-07
 - H. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Chlorine City Project-Pur2022-07
 - I. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Hydrofluorosilicic Acid City Project-Pur2022-07
 - J. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Lime City Project-Pur2022-07
 - K. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Chloride City Project-Pur2022-07
 - L. Resolution Accepting the Bid and Authorizing the Execution of a Purchase

Order Furnishing Water Treatment Chemicals-Sodium Chlorite City
Project-Pur2022-07

- M. Resolution Accepting the Bid and Authorizing the Execution of a Purchase
Order Furnishing Water Treatment Chemicals-Sodium Hexametaphosphate
City Project-Pur2022-07

VI. Other Business

VII. Adjournment

ATTACHMENTS:**Description**

Minutes of November 14, 2022 City
Council Study Session

Type

Backup Material

CITY COUNCIL STUDY SESSION MINUTES

Monday, November 14, 2022

On Monday, November 14, 2022, the City Council of the City of Decatur, Illinois, met in Study Session 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 Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Ed Culp. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for a Study Session on the 2023 recommended budget, a continuation from the budget review on November 7, 2022.

City Manager Wrighton gave an overview of General Fund revenues and answered questions from Council members regarding revenue sources.

City Manager Wrighton moved to American Rescue Plan (ARP) allocations and answered questions from Council members regarding infrastructure projects, neighborhood revitalization and rehabilitation.

After a discussion was held by Council members regarding ARP funds, City Manager Wrighton moved to the Public Works budget.

Mr. Matt Newell, Public Works Director and staff were present to answer questions from Council members regarding the General Fund, Capital Project Fund, Internal Service Fund, Motor Fuel Tax Fund, Fleet Operations, Equipment Replacement, Water Operations, Storm Sewer Operations and Sanitary Sewer Operations.

After a discussion was held by Council members regarding the Public Works budget, City Manager Wrighton moved to the Public Education and Government (PEG) Fund, Enterprise Fund and the Transportation Services Department budget.

Mr. Jon Kindseth, Deputy City Manager and Ms. Lacie Elzy, Mass Transit Administrator answered questions regarding the newly created Transportation Services Department.

City Manager Wrighton reported that a hearing on the budget will take place at the first City Council meeting in December.

With the conclusion of the Study Session, Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to the Council: Abeer Motan.

With no other Appearance of Citizens, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Study Session adjourned at 7:49 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of November 21, 2022 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of November 21, 2022 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, November 21, 2022

On Monday, November 21, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Lisa Gregory, Chuck Kuhle, Bill Faber, Ed Culp and Dennis Cooper. Councilman David Horn participated through electronic attendance pursuant to Resolution R2020-84, Resolution Amending Resolution 2008-02 Defining Meeting and Adopting Procedures for Electronic Attendance in Meetings. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to the Council: Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the November 7, 2022, Regular 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 Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

City Manager Wrighton presented the Treasurer's Financial Report.

Ordinance Rezoning Property from O-1 Office District to B-1 Neighborhood Shopping District at 888 South 16th Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance.

Mr. Cordaryl (Pat) Patrick, Director of Economic and Urban Development, explained to Council members that they would be voting on a zoning change and not a specific type of business and answered questions from Council members.

Mr. John Lewis, petitioner, spoke about his plans for the site.

Council members discussed tabling the item until further discussion could be held regarding the rezoning.

Mr. Darrell Dawson spoke in support of Mr. Lewis's plans for the site.

Councilwoman Gregory moved to postpone the Ordinance, seconded by Councilman Kuhle.

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

R2022-199 Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services, Inc. for the 2022 Annual Water Main Extension Project, City Project 2022-10, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

Mr. Paul Caswell, City Engineer, answered questions from Council members about the installation of new water mains and the bidding process.

Council members discussed the scope of the project.

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

R2022-200 Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for the Transit Campus Master Plan with Richard L. Bowen & Associates, Inc., was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Ms. Lacie Elzy, Mass Transit Administrator, gave a brief overview of the Resolution and answered questions from Council members regarding project costs and funding source.

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

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

- Item A. R2022-201 Resolution Approving Reappointment - Public Building Commission
- Item B. 2022-43 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of Merchant Street & 100 Block of East Prairie Street Downtown Decatur Christmas Walk
- Item C. R2022-202 Resolution Authorizing Action Regarding Unsafe Structures

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

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

Councilman Culp spoke about staffing levels at the Fire Department and the increase for calls in service. Councilwoman Gregory thanked the Decatur Garden Club and those who participated in decorating the downtown for the Christmas holiday. Councilman Horn raised concerns about staffing levels at the Fire Department and the increase for calls in service. Councilman Kuhle talked about lift assist issues.

With no Other Business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:28 p.m.

Approved_____

Kim Althoff

City Clerk

Financial Management

DATE: 11/28/2022

MEMO: Finance Department

TO: Honorable Mayor Moore Wolfe,
City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Public Hearing in the Matter of the 2023 Budget.

SUMMARY RECOMMENDATION: It is recommended that the City Council conduct a public hearing on the proposed FY 2023 municipal budget, and receive comment on the revenue and expenditure plan.

BACKGROUND: Notice of the hearing was provided in a timely fashion as required by law. A copy of the proposed budget has been made available for public inspection throughout the review period (and earlier during the council's budget study sessions) both in hard copy with the Finance Department and the City Clerk's Office; and it has been available on the city's website.

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Notice of hearing	Cover Memo
Budget summary	Cover Memo
Budget changes	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: November 28, 2022

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg Zientara, City Treasurer & Director of Finance

SUBJECT: Public Hearing in the Matter of the 2023 Budget

Council Action:

City Council opens a public hearing for public comment on the proposed budget for the city fiscal year commencing January 1, 2023 and ending December 31, 2023, conduct the public hearing, and upon completion, close the public hearing.

Notice of the public hearing was published in the Decatur Herald & Review on November 26, 2022. The budget document has been available for public inspection since November 1, 2022 on the City Web Site and in hard copy form in the City Clerk's and City Treasurer's Office.

Council adoption vote of the 2023 budget is scheduled for the Council meeting of December 5, 2022.

Customer Ad Proof

111-60000118

CITY OF DECATUR

Order Nbr 140629

Publication	DEC Herald & Review
Contact	CITY OF DECATUR
Address 1	1 GARY K ANDERSON PZ
Address 2	
City St Zip	DECATUR IL 62523
Phone	2174502228
Fax	2174242728
Section	Legals
SubSection	
Category	0991 Legal Inside
Ad Key	140629-1
Keywords	Public Hearing Notice for FY 2023
Notes	

PO Number	
Rate	Open
Order Price	56.94
Amount Paid	0.00
Amount Due	56.94
Start/End Dates	11/26/2022 - 11/26/2022
Insertions	1
Size	39
Salesperson(s)	Legals Rep
Taken By	Elvira Norris

Ad Proof	CITY OF DECATUR, ILLINOIS NOTICE OF PUBLIC HEARING FOR COUNCIL CONSIDERATION AND ADOPTION OF THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023 Notice is hereby given that a Public Hearing for Council Consideration and Adoption of the Annual Budget for the City of Decatur, Illinois for the fiscal year commencing January 1, 2023, and ending on December 31, 2023, will be held on Monday, December 5, 2022, at 5:30 p.m. in the City Council Chambers, 3rd Floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois 62523. The Budget document to be presented for Council Consideration and Adoption is available for public inspection, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday in the City Treasurer's office, located in the Finance Department, 2nd floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois 62523 and on the city website at www.decaturl.gov. Gregg D. Zientara City Treasurer & Director of Finance 11/26 140629
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City of Decatur, Illinois
Adopted Budget
Fund Revenue & Expenditure Summary

<i>Fund</i>	<i>Fund Name</i>	<i>Projected Starting Fund Balance</i>	<i>Interfund Loan Repayment</i>	<i>Revenue</i>	<i>Expense</i>	<i>Surplus (Deficit)</i>	<i>Projected Ending Fund Balance</i>
10	General Fund	22,090,203	-	87,097,000	88,862,000	(1,765,000)	20,325,203
	Community & Economic Development						
16	Community Grants	15,394	-	138,000	138,000	-	15,394
17	HOME	245,756	-	1,436,000	1,225,875	210,125	455,881
18	CDBG	10,949	-	2,679,188	2,666,797	12,391	23,340
19	TIF Old Towne	1,174,980	-	1,067,653	1,078,386	(10,733)	1,164,247
20	TIF Southeast Plaza	-	-	-	-	-	-
21	TIF Wabash Crossing	1,691,845	-	346,753	346,753	-	1,691,845
23	TIF Eastgate	173,756	-	379,131	350,000	29,131	202,887
24	TIF South Side	149,001	-	51,103	51,103	-	149,001
28	TIF Pines Shopping	98,238	-	114,208	110,000	4,208	102,446
29	TIF Grand & Oakland	184,570	-	205,561	205,561	-	184,570
82	DCDF	156,700	-	18,000	174,700	(156,700)	0
84	Community Revitalization	8,311,580	-	1,238,420	9,550,000	(8,311,580)	-
85	Grants	349,309	-	6,100,000	6,000,000	100,000	449,309
	Public Safety & Public Information						
25	Police State Drug Enforcement	303,303	-	103,500	100,000	3,500	306,803
26	Police DUI Fines & Fees	192,028	-	107,100	104,000	3,100	195,128
27	Police Lab & Programs	185,451	-	1,800	25,000	(23,200)	162,251
30	Police Federal Drug Enforcement	241,855	-	85,200	85,000	200	242,055
37	Foreign Fire Insurance Tax	112,689	-	185,550	185,550	-	112,689
40	PEG Capital	111,299	-	68,543	88,963	(20,420)	90,879
	Streets & Building Funds						
34	Building Fund	500,487	-	739,583	871,923	(132,340)	368,147
42	Local Roads & Streets	1,485,041	-	1,840,000	3,179,971	(1,339,971)	145,070
44	2018 Bond Project	1,729,850	-	770	900,000	(899,230)	830,620
45	Capital Project	43,458	-	3,330,000	3,330,000	-	43,458
46	State Motor Fuel Tax	6,536,766	-	4,381,500	5,943,154	(1,561,654)	4,975,112
	Debt Service						
50	Debt Service	1,237,825	-	2,669,449	2,707,230	(37,781)	1,200,044



City of Decatur, Illinois
Adopted Budget
Fund Revenue & Expenditure Summary

Fund	Fund Name	Projected Starting Fund Balance	Interfund Loan Repayment	Revenue	Expense	Surplus (Deficit)	Projected Ending Fund Balance
Internal Service Funds							
60	Fleet Maintenance	394,409	-	3,246,884	3,117,421	129,463	523,872
61	Equipment Replacement	1,139,490	-	4,250,500	5,252,000	(1,001,500)	137,990
64	Risk Management	2,642,489	-	4,059,600	3,958,988	100,612	2,743,101
65	Benefit Insurance Fund	1,874,197	-	13,316,273	14,028,689	(712,416)	1,161,781
Transportation							
22	DUATS	51,384	-	421,000	421,000	-	51,384
70	Transportation Services	1,581,036	-	17,973,575	17,446,823	526,752	2,107,788
Enterprise Funds							
77	Fiber Optics	845,744	-	500,550	1,306,920	(806,370)	39,374
78	Public Works Storm Water	3,350,441	-	1,928,969	3,092,392	(1,163,423)	2,187,018
79	Public Works Sewer	12,791,379	-	7,018,000	14,902,128	(7,884,128)	4,907,251
80	Public Works Water Operating	10,625,506	-	33,408,669	32,777,472	631,197	11,256,703
81	Public Works Water Capital	3,380,883	300,000	5,500,000	7,415,160	(1,915,160)	1,765,723
86	Public Works Water Debt Service	12,500,000	-	-	-	-	12,500,000
88	Recycling	388,032	-	725,000	592,185	132,815	520,847
89	2022 Bond Fund	21,823,359	-	-	14,279,569	(14,279,569)	7,543,790
Automomous & Misc. Funds							
35	City of Decatur Library	2,777,905	-	5,551,754	5,518,850	32,904	2,810,809
36	Municipal Band	80,757	-	83,040	82,102	938	81,695
58	Library Capital	533,707	-	950,700	1,250,000	(299,300)	234,407
59	Library Trust	113,036	-	9,000	120,000	(111,000)	2,036
90	Firefighters Pension	83,123,912	-	9,850,556	9,610,877	239,679	83,363,591
91	Police Pension	113,903,414	-	13,410,684	10,021,643	3,389,041	117,292,455
99	American Rescue Plan	6,094,797	-	-	1,509,300	(1,509,300)	4,585,497
Total City of Decatur		327,348,208	300,000	236,588,766	274,983,485	(38,394,719)	289,253,489
Less Interfund Transfers				37,630,261	37,680,261		
Net Balances		327,348,208	300,000	198,958,505	237,303,224	(38,394,719)	289,253,489

**City of Decatur, Illinois
Budget Changes**

Change	Amount	Fund	Org	Object	Type
Increase to interest income	150,000	10	100237	307101	Revenue
Public safety lift assist fees revenue	50,000	10	100435	308800	Revenue
City website redesign	75,000	10	10410182	428000	Expense
ESRI software maintenance	50,000	10	10410182	447002	Expense
Civic Center security	62,000	10	10430382	424650	Expense
Reduction of expense for Lake Decatur Centennial	(100,000)	10	10430392	408899	Expense
Fire station repairs	100,000	10	10470702	432000	Expense
Increase in special projects reserve	500,000	10	104303392	440000	Expense
 General Fund Total	 (487,000)	 10			
 Small capital items in PEG Fund	 19,293	 40	 40484006	 449900	 Expense
 Transit reimbursement for Facilities mngr to Building Fund	 25,000	 34	 3443340	 306700	 Revenue
Reimbursement for Facilities mngr from Transit	25,000	70	70417012	444200	Expense
 Rebalance of transfers for Facilities mngr in Building Fund	 (100,000)	 34	 3443340	 306700	 Revenue
 Rebalance of PILOT transfers to General Fund from Water Fund	 52,499	 80	 80808032	 429300	 Expense
Increase to interest income in Water Fund	110,000	80	8080800	307101	Revenue
 Rebalance of transfers to Benefit Fund	 301,600	 64	 6543650	 306401	 Revenue
 Consultant cost in Capital Projects Fund	 30,000	 45	 45484512	 428000	 Expense
 Spending down fund balance in Equipment Replacement Fund for vehicles	 1,001,500	 61	 Various	 451000	 Expense

Rebalancing of capital transfers from General Fund to Equipment Replacement Fund are net zero in amount. Budget now details out different amounts to Fire/Police/PW/Planning based on more knowledge on expected purchases.

Financial Management

DATE: 11/28/2022

MEMO: Finance Department

TO: Honorable Mayor Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: An Ordinance Adopting the Fiscal Year 2023 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect.

SUMMARY RECOMMENDATION:

Following the public hearing, and staff's review of changes made to the budget since the second City Council budget study session on November 14, 2022, the budget is ready for adoption, or adoption with amendments. A copy of the 2023 FY Recommended Budget can be found at the following link: City Budget - City of Decatur, IL (decaturil.gov)

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Ordinance	Cover Memo
Budget summary	Cover Memo
Budget Revisions	Backup Material

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: November 28, 2022

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Gregg Zientara, City Treasurer & Director of Finance

SUBJECT: Ordinance Adopting the Fiscal Year 2023 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2023, and Ending December 31, 2023, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect

SUMMARY RECOMMENDATION:

The City Manager recommends City Council approval of the attached Ordinance approving the budget for the fiscal period beginning January 1, 2023 and ending December 31, 2023.

In accordance with City Code Chapter 18.1, adopted by Ordinance No. 2019-119, September 3, 2019, and in compliance with Illinois Municipal Code, the City of Decatur operates under the budget method for appropriations.

Under the budget method of appropriation, Council adoption of the budget ordinance will provide the City with the legal authority to expend monies for outstanding claims and obligations as defined in the budget.

BACKGROUND:

The City Manager presented the 2023 proposed City Manager's Budget to City Council members at Council Study Sessions on November 7, 2022, and November 14, 2022. The budget document has been available for public inspection since November 1, 2022, on the City Web Site and in hard copy form in the City Clerk's and City Treasurer's Office.

On November 26, 2022, the city published notification in the Decatur Herald & Review newspaper of a public hearing in the matter of the annual budget ordinance to be held at the council meeting of December 5, 2022.

The public hearing will occur at the council meeting on December 5, 2022.

ORDINANCE NO. 2022 -

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2023 BUDGET AND
APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES
OF DEPARTMENTS AND FUNDS OF THE CITY OF DECATUR, ILLINOIS FOR THE
FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023,
INCLUDING ALL OUTSTANDING CLAIMS AND OBLIGATIONS, AND FIXING A
TIME WHEN THE SAME SHALL TAKE EFFECT**

WHEREAS, the City of Decatur (“City”) is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and,

WHEREAS, the Budget Director of the City has compiled and presented a proposed annual budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, in accordance with 65 ILCS 5/8-2-9.1 through 8-2-9.10 except 8-2-9.5 and except as set forth otherwise in Chapter 18.1 of the City Code; and,

WHEREAS, the proposed annual budget has been conveniently available for public inspection in the City Clerk’s and City Treasurer’s office and on the City’s website at least ten (10) days prior to the passage of this Ordinance; and,

WHEREAS, the City Council held a public hearing on the proposed annual budget at a Council meeting held at least seven (7) days following publication of a notice providing for the date, time and place of the public hearing being given in a newspaper having a general circulation in the City; and,

WHEREAS, the City Council finds that the best interests of the City are served by approving the proposed annual budget ordinance as heretofore changed, modified, and amended; and,

WHEREAS, it is necessary to pass this Ordinance in order to appropriate monies to defray the expenses of departments and funds of the City of Decatur, Illinois for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

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

Section 1. That the City of Decatur Fiscal Year 2023 Annual Budget, a copy of which is attached hereto and made a part hereof, be and the same is hereby passed, approved and adopted as the Annual Budget Ordinance of and for the City of Decatur, Macon County, Illinois, for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

Section 2. That the City Clerk be and is hereby authorized and directed to cause the provisions hereof to be appropriately published as required by law and this Ordinance shall be in full force and effect from and after its passage and publication.

PRESENTED, PASSED, APPROVED AND RECORDED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk



City of Decatur, Illinois
Adopted Budget
Fund Revenue & Expenditure Summary

<i>Fund</i>	<i>Fund Name</i>	<i>Projected Starting Fund Balance</i>	<i>Interfund Loan Repayment</i>	<i>Revenue</i>	<i>Expense</i>	<i>Surplus (Deficit)</i>	<i>Projected Ending Fund Balance</i>
10	General Fund	22,090,203	-	87,097,000	88,862,000	(1,765,000)	20,325,203
	Community & Economic Development						
16	Community Grants	15,394	-	138,000	138,000	-	15,394
17	HOME	245,756	-	1,436,000	1,225,875	210,125	455,881
18	CDBG	10,949	-	2,679,188	2,666,797	12,391	23,340
19	TIF Old Towne	1,174,980	-	1,067,653	1,078,386	(10,733)	1,164,247
20	TIF Southeast Plaza	-	-	-	-	-	-
21	TIF Wabash Crossing	1,691,845	-	346,753	346,753	-	1,691,845
23	TIF Eastgate	173,756	-	379,131	350,000	29,131	202,887
24	TIF South Side	149,001	-	51,103	51,103	-	149,001
28	TIF Pines Shopping	98,238	-	114,208	110,000	4,208	102,446
29	TIF Grand & Oakland	184,570	-	205,561	205,561	-	184,570
82	DCDF	156,700	-	18,000	174,700	(156,700)	0
84	Community Revitalization	8,311,580	-	1,238,420	9,550,000	(8,311,580)	-
85	Grants	349,309	-	6,100,000	6,000,000	100,000	449,309
	Public Safety & Public Information						
25	Police State Drug Enforcement	303,303	-	103,500	100,000	3,500	306,803
26	Police DUI Fines & Fees	192,028	-	107,100	104,000	3,100	195,128
27	Police Lab & Programs	185,451	-	1,800	25,000	(23,200)	162,251
30	Police Federal Drug Enforcement	241,855	-	85,200	85,000	200	242,055
37	Foreign Fire Insurance Tax	112,689	-	185,550	185,550	-	112,689
40	PEG Capital	111,299	-	68,543	88,963	(20,420)	90,879
	Streets & Building Funds						
34	Building Fund	500,487	-	739,583	871,923	(132,340)	368,147
42	Local Roads & Streets	1,485,041	-	1,840,000	3,179,971	(1,339,971)	145,070
44	2018 Bond Project	1,729,850	-	770	900,000	(899,230)	830,620
45	Capital Project	43,458	-	3,330,000	3,330,000	-	43,458
46	State Motor Fuel Tax	6,536,766	-	4,381,500	5,943,154	(1,561,654)	4,975,112
	Debt Service						
50	Debt Service	1,237,825	-	2,669,449	2,707,230	(37,781)	1,200,044



City of Decatur, Illinois
Adopted Budget
Fund Revenue & Expenditure Summary

<i>Fund</i>	<i>Fund Name</i>	<i>Projected Starting Fund Balance</i>	<i>Interfund Loan Repayment</i>	<i>Revenue</i>	<i>Expense</i>	<i>Surplus (Deficit)</i>	<i>Projected Ending Fund Balance</i>
Internal Service Funds							
60	Fleet Maintenance	394,409	-	3,246,884	3,117,421	129,463	523,872
61	Equipment Replacement	1,139,490	-	4,250,500	5,252,000	(1,001,500)	137,990
64	Risk Management	2,642,489	-	4,059,600	3,958,988	100,612	2,743,101
65	Benefit Insurance Fund	1,874,197	-	13,316,273	14,028,689	(712,416)	1,161,781
Transportation							
22	DUATS	51,384	-	421,000	421,000	-	51,384
70	Transportation Services	1,581,036	-	17,973,575	17,446,823	526,752	2,107,788
Enterprise Funds							
77	Fiber Optics	845,744	-	500,550	1,306,920	(806,370)	39,374
78	Public Works Storm Water	3,350,441	-	1,928,969	3,092,392	(1,163,423)	2,187,018
79	Public Works Sewer	12,791,379	-	7,018,000	14,902,128	(7,884,128)	4,907,251
80	Public Works Water Operating	10,625,506	-	33,408,669	32,777,472	631,197	11,256,703
81	Public Works Water Capital	3,380,883	300,000	5,500,000	7,415,160	(1,915,160)	1,765,723
86	Public Works Water Debt Service	12,500,000	-	-	-	-	12,500,000
88	Recycling	388,032	-	725,000	592,185	132,815	520,847
89	2022 Bond Fund	21,823,359	-	-	14,279,569	(14,279,569)	7,543,790
Automomous & Misc. Funds							
35	City of Decatur Library	2,777,905	-	5,551,754	5,518,850	32,904	2,810,809
36	Municipal Band	80,757	-	83,040	82,102	938	81,695
58	Library Capital	533,707	-	950,700	1,250,000	(299,300)	234,407
59	Library Trust	113,036	-	9,000	120,000	(111,000)	2,036
90	Firefighters Pension	83,123,912	-	9,850,556	9,610,877	239,679	83,363,591
91	Police Pension	113,903,414	-	13,410,684	10,021,643	3,389,041	117,292,455
99	American Rescue Plan	6,094,797	-	-	1,509,300	(1,509,300)	4,585,497
Total City of Decatur		327,348,208	300,000	236,588,766	274,983,485	(38,394,719)	289,253,489
Less Interfund Transfers				37,630,261	37,680,261		
Net Balances		327,348,208	300,000	198,958,505	237,303,224	(38,394,719)	289,253,489

December 1, 2022

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager 
Gregg Zientara, CFO and City Treasurer

RE: Recommended FY 2023 Municipal Budget

Since the council's November budget study sessions, the staff has labored to incorporate the intentions of the governing body, make possible adjustments based on updated financial circumstances, and continue to make recommended revisions based on ongoing financial planning work to make sure the budget is accurate prior to adoption. Well over 99% of the latest version of the FY 2023 recommended budget is exactly as the council saw it during the budget sessions. During the public hearing portion of the meeting, or council's discussion of the budget ordinance itself, staff will go through the proposed revisions (all of which are detailed on the attached pages).

All of the 18 revisions on the following pages have been incorporated into the version of the budget on the December 5 agenda, which is the version on the city's website (linked).

Staff will provide a hard copy of the 2023 budget for each member of the City Council within 2 weeks of final adoption so that you have a reference copy to use through 2023.

Lists of Changes from Recommend to Adopted Budget

	Change	Amount	Fund	Org	Object	Type
1	Increase to interest income	150,000	10	100237	307101	Revenue
2	Public safety lift assist fees revenue	50,000	10	100435	308800	Revenue
3	City website redesign	75,000	10	10410182	428000	Expense
4	ESRI software maintenance	50,000	10	10410182	447002	Expense
5	Civic Center security	62,000	10	10430382	424650	Expense
6	Reduction of expense for Lake Decatur Centennial	(100,000)	10	10430392	408899	Expense
7	Fire station repairs	100,000	10	10470702	432000	Expense
8	Increase in special projects reserve	500,000	10	104303392	440000	Expense
9	Small capital items in PEG Fund	19,293	40	40484006	449900	Expense
10	Transit reimbursement for Facilities mngr to Building Fund	25,000	34	3443340	306700	Revenue
11	Reimbursement for Facilities mngr from Transit	25,000	70	70417012	444200	Expense
12	Rebalance of transfers for Facilities mngr in Building Fund	(100,000)	34	3443340	306700	Revenue
13	Rebalance of PILOT transfers to General Fund from Water Fund	52,499	80	80808032	429300	Expense
14	Increase to interest income in Water Fund	110,000	80	8080800	307101	Revenue
15	Rebalance of transfers to Benefit Fund	301,600	64	6543650	306401	Revenue
16	Consultant cost in Capital Projects Fund	30,000	45	45484512	428000	Expense
17	Spending down fund balance in Equipment Replacement Fund for vehicles	1,001,500	61	Various	451000	Expense
18	Rebalancing of capital transfers from General Fund to Equipment Replacement Fund are net zero in amount. Budget now details out different amounts to Fire/Police/PW/Planning based on more knowledge on expected purchases.					
	Effect to General Fund	200,000	Revenue			
		687,000	Expense			
		487,000	net			

List of Changes from Recommended to Adopted – Details

- 1) Interest revenue was increase as Regions bank had, after the initial projections, increased the interest payout to 1%. This amount reflects interest income on the roughly \$20 million in the General Fund. Interest income from other accounts with large balances was also adjusted.
- 2) Pending a change to the city code, a minimal amount of revenue is now budgeted for fees to excessive users of the Fire Department for lift assists. This is a “place-holder” amount which may vary based on the actual ordinance adopted by the council and its date of adoption.
- 3) The City of Decatur’s website will be updated for improved functionality to the public in FY23. The staff meant to make this a part of the budget presentation in November; but it was overlooked.
- 4) As GIS has moved from IT, to Planning, and now into the Data & Communications division, a lack of oversight due to the transitions led to missing software maintenance costs for a contract that expires in November of 2023.
- 5) A higher hourly rate will be paid to the off-duty officers providing security in the Civic Center, as we were increasingly unable to attract officers. This increase was negotiated late in FY22, and so was incorporated late into the FY23 budget. This arrangement is linked to efforts to improve security at the Civic Center, Transit Center, and the Decatur Public Library.
- 6) A scrivener’s error led to extra money being budgeted for the Lake Centennial celebration. The previous version of the budget showed \$125,000; it should have been a \$25,000 expense.
- 7) As a result of a re-evaluation of the consultant study that led to the new fire stations, it was noted that the list of repairs to the legacy fire stations still has yet to be fully completed. This increase is part of a multi-year plan to finish those repairs.
- 8) Based on a re-calculation of the 90-day reserve to remove, as per Council policy, FY23 capital costs and to base the reserve only on operational expenses, an extra \$500,000 of FY22 fund balance was freed up to spend down to the 90-day reserve. By moving an additional \$500,000 to the General Fund’s Special Projects Reserve, the council has more money for special projects, and retains the exact amount in the “rainy day fund” as required by policy.
- 9) New cameras and minor equipment to be purchased for the new Data & Communications division from PEG funds.
- 10) Additional revenue funds are to be transferred into the Building Fund from Transit to cover the services of the new Facilities Manager position to pay for the services of managing the recent land and building purchases for Transit.
- 11) This is the expense side of the transfer noted above, from the Transit Fund to the Building Fund.
- 12) Revenue into the Building Fund from the General Fund to pay for the services of the new Facilities Manager position was reduced to the pay/benefits of the new position.
- 13) The transfer from the Water Fund to the General Fund was increased based on increased use of General Fund services from the Facilities Manager and other central services and overhead.
- 14) Interest revenue was increase as Regions bank had, after the initial revenue projections, increased the interest payout to 1%.
- 15) The Benefit Fund has revenue into it from the expenses for employee health care plans in other funds. This is because the expense is double encumbered. This revenue was too high based on initial estimates of the number of plans found in other funds, so it was reduced to match the cost of the actual number of employee plans.

- 16) The cost for the consultant in a Public Works project was excluded by an oversight.
- 17) The decision was made to spend down the about \$1 million of the fund balance in the Equipment Replacement Fund to purchase new vehicles in FY23 and have sufficient reserve for vehicle and equipment replacements that may not be delivered until 2024. Fund balance was artificially high due to so many vehicles budgeted in FY21-22, but which were unable to be delivered due to supply chain issues.
- 18) Rebalancing of capital transfers from General Fund to Equipment Replacement Fund are net zero in amount. Budget now details out different amounts to Fire/Police/PW/Planning based on more knowledge on expected purchases.

Additional notations and explanatory notes regarding planned expenditures of ARP monies are still being completed. They will be distributed to council members on Monday, and can be discussed at the budget hearing along with any of the above revisions.

Police Department

DATE: 11/2/2022

MEMO: 22-56

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane G. Brandel, Chief of Police

SUBJECT: Central Illinois Regional Dispatch Center (CIRDC) 2023 Invoice

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the 2023 CIRDC annual invoice for dispatch services provided to the Decatur Police Department and the Decatur Fire Department, at a total cost of \$2,064,780.57, be approved and paid. The invoice is scheduled to be paid in quarterly installments. The breakdown of the 2023 invoice for user fees for the City of Decatur are as delineated in the attached documents.

BACKGROUND: On June 5, 2017, under Resolution 2017-76, the Council approved the City of Decatur entering into an Intergovernmental Agreement with the Central Illinois Regional Dispatch Center (CIRDC) to begin providing dispatch services to the City of Decatur Police Department and Fire Department on January 1, 2018. The CIRDC user fees are based on an agreed upon fixed percentage of the overall CIRDC budget for each user agency. The Decatur Police Department and the Decatur Fire Department are the largest police and fire user agencies served by the CIRDC.

PRIOR COUNCIL ACTION:

There has been no prior Council action related to this invoice. The 2022 CIRDC invoice was approved under Resolution R2021-234.

STAFF REFERENCE: Shane G. Brandel, Chief of Police, 424-2745, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS:

The CIRDC invoice has been budgeted for the 2023 fiscal year. The method of calculating the amounts due from each agency has been altered, based on actual usage. This change works in favor of the city of Decatur.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
2023 CIRDC Invoice	Backup Material
2023 CIRDC User Fees	Backup Material
2023 CIRDC Budget	Backup Material

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members

From: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

Subject: Central Illinois Regional Dispatch Center (CIRDC) 2023 Invoice

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the payment of the 2023 user fees for the Decatur Police Department and the Decatur Fire Department to the Central Illinois Regional Dispatch Center.

BACKGROUND:

On June 5, 2017, under Resolution 2017-76, the City Council approved the City of Decatur entering into an Intergovernmental Agreement with the Central Illinois Regional Dispatch Center (CIRDC) to begin providing dispatching services to the City of Decatur Police and Fire Departments on January 1, 2018.

The CIRDC fee for 2023 decreased from 2022 by \$56,550.30. This is due to a restructuring of how the CIRDC will bill the user agencies. Previously, the fee was based on the number of calls for service for each agency. Moving forward, a fixed percentage of the CIRDC overall budget will be applied to each user agency. The fixed percentage will be based on historical calls for service data. This type of billing structure will provide each agency with more stable billing projections. The Decatur Police Department and the Decatur Fire Department are the largest police and fire agencies served by the CIRDC, thus our share is larger than other users. The breakdown of the 2023 invoice for user fees for the City of Decatur are as follows:

Decatur Police Department \$1,727,731.78

Decatur Fire Department \$337,048.79

The user fees are billed annually but paid quarterly to the CIRDC. The user fees due in 2023 have been budgeted for as separate lines in the DPD and DFD 2023 budgets and are to go before the Council for approval.

ATTACHMENTS:

CIRDC 2023 Invoice
CIRDC 2023 Budget
CIRDC 2023 User Fees

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING PAYMENT OF THE 2023 CENTRAL ILLINOIS
REGIONAL DISPATCH CENTER INVOICE -- USER FEES FOR THE DECATUR
POLICE DEPARTMENT AND DECATUR FIRE DEPARTMENT**

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

Section 1. That the invoice presented to the City Council herewith from the Central Illinois Regional Dispatch Center (CIRDC) regarding the 2023 dispatch user fees for the Decatur Police Department and the Decatur Fire Department be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to the Central Illinois Regional Dispatch Center in an amount not to exceed \$2,064,780.57 for the period of January 1, 2023, and expiring December 31, 2023; to be paid in quarterly installments.

PRESENTED, PASSED, APPROVED and RECORDED this 5th day of December 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



October 20, 2022

1078 W. Rotary Way
Decatur, IL 62521
Phone 217-424-1002

TO

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

[illegible]

Make all checks payable to **Central Illinois Regional Dispatch Center**.
If you have any questions concerning this invoice, contact Lisa Hilbrick | lhilbrick@cirdc.org

**2023 Proposed Budget
CIRDC User Fee Breakdown**

Total Budget	\$3,321,981.88
2022 Budget Rollover	\$0.00
ETSB Annual Reimb. For NICE Console SUA	\$25,250.04
ETSB Financial Contribution	\$125,000.00
Contracted Fees Due	\$1,000.00
TOTAL	\$3,170,731.84

Other	Fees
Ambulance	0.00
Richland Comm College PD	1,000.00
Total Fees Due	1,000.00

*Call is defined as a phone call to dispatch,
or activity, which generates an event number.*

	<u>CALLS FOR SERVICE</u>		<u>%</u>	<u>2023 Costs</u>
	2021-22	2020-21		
Argenta FD	394	413	0.46%	\$14,585.37
Blue Mound FD	216	240	0.16%	\$5,073.17
Blue Mound PD	824	807	0.53%	\$16,804.88
Cerro Gordo FD	112	117	0.08%	\$2,536.59
Cisco FD	24	37	0.02%	\$634.15
Decatur FD	12685	11877	10.63%	\$337,048.79
Decatur PD	51336	51312	54.49%	\$1,727,731.78
Harristown FD	318	292	0.23%	\$7,292.68
Hickory Point FD	619	669	0.56%	\$17,756.10
Long Creek FD	879	778	0.74%	\$23,463.42
Macon County Probation	119	118	0.57%	\$18,073.17
Macon County Sheriff	14178	15719	26.23%	\$831,682.96
Maroa FD	286	300	0.24%	\$7,609.76
Maroa PD	877	810	0.68%	\$21,560.98
Millikin University Police	168	107	0.14%	\$4,439.02
Mt. Zion FD	755	644	0.54%	\$17,121.95
Mt. Zion PD	1460	1245	1.30%	\$41,219.51
Niantic FD	134	179	0.15%	\$4,756.10
Oreana PD	69	79	0.10%	\$3,170.73
Park Dist. PD	730	755	1.07%	\$33,926.83
So. Macon FD	252	244	0.23%	\$7,292.68
So. Wheatland FD	247	280	0.22%	\$6,975.61
Warrensburg FD	214	291	0.22%	\$6,975.61
Warrensburg PD	376	330	0.41%	\$13,000.00
Total CFS	87,272	87,643	100.00%	\$3,170,731.84

PERSONNEL SERVICES

COMM CNTR SALARIES	\$1,778,290.14
OVERTIME	\$150,000.00
PAYROLL BENEFITS	\$637,548.53
PAYROLL TAXES	\$157,163.21
ADMINISTRATION FEES	\$7,500.00
GENERAL LIABILITY	\$65,000.00
WORK COMP	\$5,075.00
<u>TOTALS</u>	\$2,800,576.88

OPERATING EXPENSES

BUILDING MAINTENANCE	\$5,000.00
FACILITIES CLEANER	\$17,500.00
FACILITIES CLEANING SUPPL	\$8,000.00
GARBAGE SERV	\$800.00
GENERATOR FUEL & MAINT	\$7,500.00
GROUNDS MAINT	\$18,500.00
INTERNET	\$10,000.00
PEST CONTROL	\$800.00
POWER BILL	\$17,000.00
UPS	\$0.00
WATER	\$1,000.00
RADIO	
5 PORT. RADIOS	\$0.00
5 PORT. RADIOS	\$0.00
RADIO EQUIP. MAINT. & MAINT. AGREEMENTS	\$56,555.00
STARCOM T-1	\$0.00
TOWER MAINT.	\$15,000.00
TELEPHONE	
CELLULAR FEES	\$3,500.00
USEAGE FEES	\$3,000.00
Equipment	\$500.00
OFFICE	
Auditing	\$13,000.00
Copiers/Printers	\$2,000.00
Equipment	\$2,000.00
Legal	\$15,000.00
Office Supplies	\$3,000.00
COMM CENTER	
CAD	\$80,000.00
Maintenance	\$10,000.00
Comm Equip & Software	\$7,500.00
Contractual Asst	\$1,000.00
License Renewals	\$18,500.00
FURNITURE	
Maint.	\$1,000.00

TRAINING EXPENSES

PROF. MEMBERSHIP FEES	\$1,000.00
ADMIN TRAINING	\$5,000.00
TRAINING	\$10,000.00
<u>TOTALS</u>	\$333,655.00

PERSONNEL SERVICES	\$2,800,576.88
OPERATING EXPENSES	\$333,655.00
RESERVE/EQUIP REPLACEMENT	\$187,750.00
TOTAL Projected Budget	\$3,321,981.88

Public Works

DATE: 11/29/2022

MEMO: 2022-71

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT:

Resolution Authorizing an Intergovernmental Agreement Between the Sanitary District of Decatur and the City of Decatur Regarding the Relocation of a Sanitary Sewer for the Brush College Road and Faries Parkway Grade Separation Project.

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 Intergovernmental Agreement for the sharing of certain cost related to the relocation of a sanitary sewer.

BACKGROUND:

Project Description

The Brush College Road Grade Separation project will widen Faries Parkway east of Brush College. The widening acquired additional Right-of-Way that has an easement dedicated for a 12-inch sanitary sewer owned and operated by the Sanitary District of Decatur.

The sewer follows the natural low area that will now be filled for the road widening. The fill will bury the sewer pipe in excess of 25' in some areas. The easement did not allow for fill in excess of 25' to be placed on top of the pipe. After discussion with the Sanitary District, it was determined that it was best to relocate the entire sewer to remove the risk of a potential failure during construction or the disruption to the roadway in the future. The attached map shows location of the existing sewer and the profile of the existing sewer if not relocated.

The construction costs of the project will be paid for by the City and reimbursed by the Sanitary District except for \$20,000. The cost to meet the requirements in the easement exceeds the City's share to the project. The work will be completed in conjunction with the road widening. It has not been determined if the work will be completed by the Brush College Road contractor or under a separate contract.

SCHEDULE:

This project will commence once the Brush College Road and Faries Grade Separation Project proceeds.

LEGAL REVIEW: The Agreement was reviewed and approved by the Legal Department on November 23, 2022.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections to this Agreement.

INPUT FROM OTHER SOURCES: Sanitary District of Decatur

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The cost for the City portion will be paid for from the Sanitary Sewer Fund if grant funding is not available or ineligible. The Sanitary District will reimburse the city for the cost, except for \$20,000, since under the terms of the easement the city is required to only assist with sections that have more than 25 feet of overburden fill.

Staff Impact: City staff time has been allocated to manage this project.

ATTACHMENTS:

Description	Type
Resolution Authorizing an Intergovernmental Agreement between the Sanitary District of Decatur and the City of Decatur Regarding the Relocation of a Sanitary Sewer for the Brush College Road and Faries Parkway Grade Separation Project	Resolution Letter
Appendix A	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE SANITARY DISTRICT OF DECATUR AND THE CITY OF
DECATUR REGARDING THE RELOCATION OF A SANITARY SEWER FOR THE
BRUSH COLLEGE ROAD AND FARIES PARKWAY GRADE SEPARATION
PROJECT**

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

Section 1. That the Intergovernmental Agreement for the sharing of certain costs related to the relocation of a sanitary sewer for the Brush College and Faries Parkway Grade Separation Project between the Sanitary District of Decatur and the City of Decatur, presented to the Council, as Exhibit A, herewith be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 5th day of December 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE SANITARY
DISTRICT OF DECATUR AND THE CITY OF DECATUR**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the Sanitary District of Decatur, an Illinois unit of local government (“Sanitary”), and the City of Decatur, an Illinois municipal corporation (“City”). The parties mutually desire to enter into this Agreement and hereby mutually covenant and agree as follows:

WHEREAS, Sanitary and City are both public agencies as defined under the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may exercise, combine, transfer and enjoy jointly any powers, privileges, functions, or authority; and,

WHEREAS, the City desires to construct a grade separation for Brush College Road over Faries Parkway and has engaged in a multi-year planning process; and,

WHEREAS, Sanitary and City have each determined that it is in the public interest and general welfare to develop an agreement related to the relocation of Sanitary’s 12” sewer lines if necessitated for the Brush College Road and Faries Parkway Grade Separation Project; and,

WHEREAS, no ordinances or laws prohibit this Intergovernmental Agreement, or the transactions provided for herein.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sewer Relocation. The parties acknowledge and agree that the relocation of approximately 500 linear feet of Sanitary’s 12” sewer line known as the Faries Park Sewer is in the public interest if necessary for the Brush College Road and Faries Parkway Grade Separation Project as determined solely by the City. Sanitary shall review and approve all engineering and design plans related to the relocation of the sewer line. Sanitary’s approval of said plans shall not be unreasonably withheld.

2. Relocation Costs. The parties acknowledge and agree that the total estimated cost of material and construction for relocating the sewer line described above is approximately \$135,000.00. City shall be solely responsible for all soft costs associated with the following aspects of the sewer relocation project including engineering, contract supervision, and construction supervision. City will incur the soft costs. City shall pay the material and construction costs initially. Sanitary shall be responsible for the total material and construction costs less the City’s \$20,000 contribution even if the total exceeds the estimated total cost of \$135,000. City shall invoice Sanitary the total material and construction costs minus the City’s \$20,000.00 contribution to this project. Sanitary shall pay the invoice within 45 days of receipt.

3. Construction Easement. In exchange for the payments described above, Sanitary shall grant City and its agents and employees access to Sanitary's existing easement for the sole and exclusive purpose of performing work related to the Brush College Road and Faries Parkway Grade Separation Project. City shall grant Sanitary priority access to the easement to perform the sewer relocation project described herein prior to performing any work on the Brush College Road and Faries Parkway Grade Separation Project.

The location of Sanitary's existing easement is further described in Macon County Recorder's Office document #905680 at Book 1716 and Page 27, as well as a "Supplemental Agreement", both dated May 24, 1967. See copy of easement and Supplemental Agreement attached hereto and incorporated herein. City shall comply with all requirements of the easement and Supplemental Agreement, with the exception of paragraph #2 of the Supplemental Agreement, which is hereby modified to allow City to fill the area over the intercepting sewer to a maximum height of 26 feet over the elevation of the original sewer line prior to its relocation pursuant to this Agreement.

4. Term. This Agreement shall commence immediately upon execution by all parties and shall terminate upon completion of the sewer relocation project described herein.

5. Indemnification and Insurance. City hereby agrees to indemnify and hold Sanitary, its officers, officials, employees, agents, and volunteers harmless for any damages or claims arising out of City's use of Sanitary's easement under this Agreement. City further agrees that it will require all Contractors on this project to carry and maintain during the entire term of this Agreement, the following types of insurance in the amount specified and in the form hereinafter provided:

A. Worker's Compensation. Worker's compensation with a minimum not less than prescribed by law.

B. Commercial General Liability. Commercial General Liability insurance applying to the use and occupancy of the premises and to any of the business operated by tenant or any other occupant of the premises in an amount not less than \$1,000,000 limit, bodily injury and property damage per occurrence with an aggregate total coverage of \$2,000,000. Such insurance shall provide County with broad form property damage coverage. Such insurance shall cover all bodily injury, property damage, products liability, cross liability, personal injury including death, during the lease term and holdover period.

Insured waives and shall secure from applicable insurance companies' waivers of subrogation and lien rights conferred by any statute or continue in any policy of insurance insofar as any claim made against Sanitary. Contractor shall provide a Certificate of Insurance to Sanitary which names Sanitary as an additional insured on all policies described herein.

6. Severability. If any provision or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the Sanitary District of Decatur and the City of Decatur. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

8. Amendment. This Agreement may only be amended by a written instrument signed by each party hereto.

9. Transferability. This Agreement shall extend to and be binding upon the parties hereto and their respective agents and representatives. The terms of this Agreement are non-transferrable.

10. Successors. This Agreement shall extend to and inure to the benefit of, and be binding upon the parties hereto and their respective agents, representatives, predecessors, successors, and assigns.

11. Execution. This Agreement may be executed in any number of counterparts, and sent as “pdf” and by e-mail, each of which shall be deemed an original and which, taken together, shall constitute the full Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to or application of conflict of law, rules or principles. The parties agree that the proper venue for any claim or suit filed pursuant to this Agreement shall be the Sixth Judicial Circuit, Court of Macon County, Illinois.

13. Headings. The headings assigned to designate subparts of this Agreement are for organizational purposes only, do not constitute any binding legal effect.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the date set forth above.

THE SANITARY DISTRICT OF DECATUR

Dan Smallwood, President
Sanitary District of Decatur Board of Trustees

ATTEST:

Rob Jacobsen, Clerk
Sanitary District of Decatur Board of Trustees

CITY OF DECATUR

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

SUPPLEMENTAL AGREEMENT

WHEREAS, ALBERTA L. CLARK, a widow, (hereinafter referred to as the "Owner") is the Owner of the following described premises:

A part of Lot 1 of Clarks' Subdivision in the S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 5, and the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 8, all in Township 16 North, Range 3 East of Third Principal Meridian, Except by Deeds 501/28 and 795/274, as per Plat recorded in Book 300, Page 72, and as per Deed recorded in Book 1062, Page 97 of the Records in the Recorder's Office of Macon County.

WHEREAS, the SANITARY DISTRICT OF DECATUR, ILLINOIS, (hereinafter referred to as the "District") desires to construct and maintain an intercepting sewer over and through part of the above-described premises (see plat attached hereto);

AND, WHEREAS, the Owner through her attorney and the District through its attorney have negotiated a settlement concerning the granting of an easement to the District;

AND, WHEREAS, the Owner has signed an Easement dated 24 day of May, 1967, giving the District the right to construct and maintain said intercepting sewer;

NOW, THEREFORE, in consideration of the granting of the Easement by the Owner to the District, the District agrees to do the following:

1. To pay to the Owner upon the signing of this Agreement the sum of Seventy-five Dollars (\$75.00) as compensation for the loss of rental income realized by the keeping of a pony upon the premises for someone other than the Owner. This payment is to compensate the Owner until construction of said sewer is completed and until the fence around the property over which the sewer is constructed is repaired.

2. To allow the Owner or her successors to fill the area over the intercepting sewer to a maximum height of 25 feet over said sewer.

3. To provide a stub or "Y" in the intercepting sewer at a place to be designated by the Owner prior to construction of said sewer. This stub or "Y" will be provided so that the Owner can connect the lateral sewer line now servicing her residence on said premises into the intercepting sewer.

4. To allow the Owner a connection into each manhole in the intercepting sewer system constructed within the boundaries of her property. These outlets at the manholes will be provided by the District either at the time of construction or at a later time whichever the Owner should desire. At whatever time the Owner should indicate, the connections will be placed in a position designated by the Owner or her successors.

5. To repair the fence around the area in which the sewer is constructed so that when construction is completed the Owner can continue to use the ground as pasture for the keeping of animals, if she so desires.

IT IS UNDERSTOOD between the parties that all costs of connecting into the intercepting sewer or into the manholes will be the burden of the Owner and that the District is merely providing the place at which connections can be made by the Owner.

IT IS FURTHER UNDERSTOOD that all connections made into the intercepting sewer will be made under the regulations and supervision of said District.

This Agreement is to be binding on the heirs, representatives, successors or assigns of the parties hereto.

SANITARY DISTRICT OF DECATUR,
ILLINOIS,

Jahnke
President

Alberta L. Clark
Alberta L. Clark

ATTEST:

Lyle S. Smith
Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that ALBERTA L. CLARK, a widow, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day
of May, A. D. 1967.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John K. Wells, personally known to me to be the President of the SANITARY DISTRICT OF DECATUR, ILLINOIS, a corporation, and Lyle D. DeWitt personally known to me to be the Clerk of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk, they signed and delivered the said instrument of writing for and in behalf of said corporation, and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Trustees of said corporation, as the free and voluntary act of them and each of them and as the free and voluntary act of said corporation individually and for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of June, A.D. 1967.

Jane R. Betzer
Notary Public

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

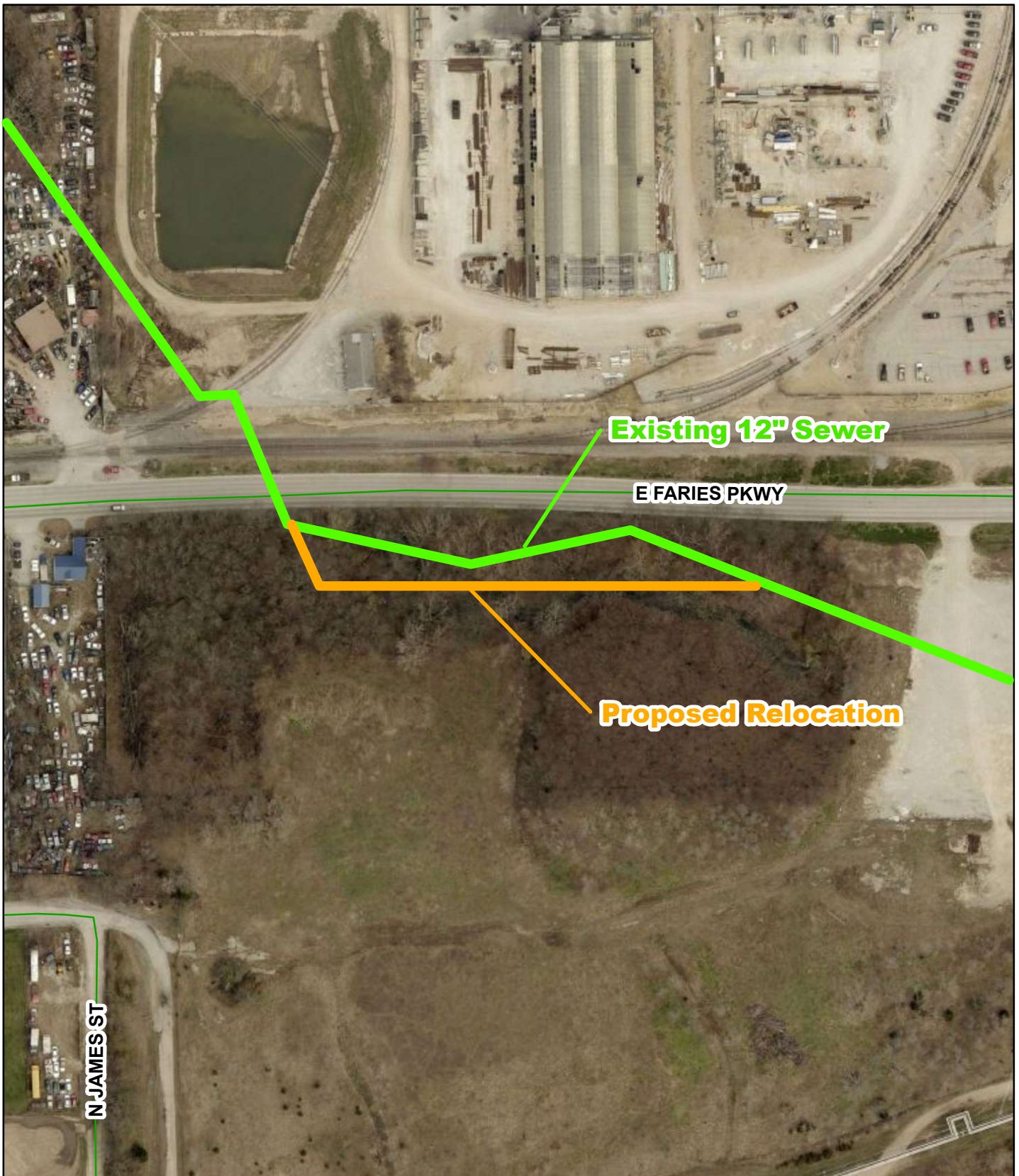
18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.
28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.
32. **March 1, 2021** – City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for \$398,600 in State Motor Fuel Tax Funds with an expected \$318,800 reimbursement from the Illinois Competitive Freight Program
33. **July 19, 2021**- City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of \$153,363.66
34. **July 19, 2021**- City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of \$776,481.
35. **September 20, 2021**- City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of \$20,481 added to the original agreement of \$18,596 for a total of \$39,077.
36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee \$600,506.
37. **December 6, 2021**- City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush

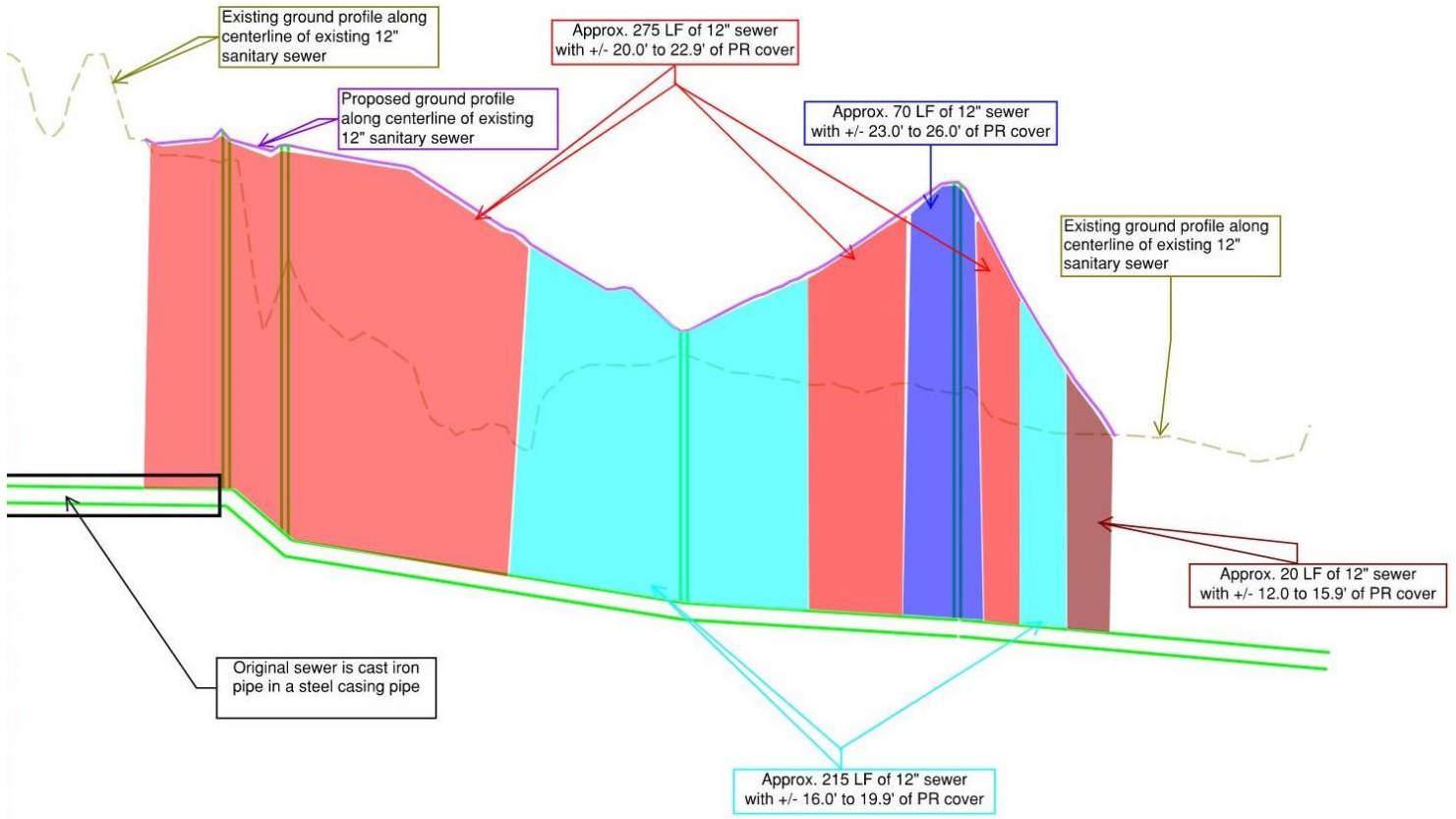
College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed \$4,542,821.

38. **January 18, 2022** – City Council approved Resolution R2022-10 authorizing local public agency agreement for Federal Participation with the State of Illinois for the Brush College/Fairies Parkway Grade Separation, Section 09-00933-01-BR.
39. **July 5, 2022** – City Council approved Resolution R2022-106 authorizing a contract with Entler Excavating for 397,322 for the Brush College Buildings Demolition.

Faries Parkway Sewer Relocation



Existing Sewer Profile with Proposed Grades



SUBJECT: An Ordinance Amending City Code of the City of Decatur, Illinois by the Addition of Chapter 41.3 - Downtown Parks

BACKGROUND: The creation of a new Section 41.3 consolidates downtown park use provisions into one place. It is a companion action item with the recommended ordinance revising Chapter 41. Sections of existing Chapter 41 need to be revised to make them consistent with the new 41.3.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
An Ordinance Amending city Code of the City of Decatur, Illinois by the Addition of Chapter 41.3 Downtown Parks	Ordinance

December 1, 2022

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager 

RE: Proposed Use of Downtown City Parks Ordinance

Presented for consideration is an ordinance adopting new regulations and inserting them into the City Code concerning Decatur's two downtown city parks.

In recent months, both Central Park and Preston Jackson Park have experienced vandalism, defacement, dumping of trash and debris, and other problems. This adds to the clean-up and maintenance responsibilities of the Public Works Department on a daily basis. Most of these problems occur in the evenings and overnight when there are fewer people downtown and when it is dark, and hard to see illegal behaviors—but it has been known to occur in broad daylight as well. The abuse of city property is already illegal, but police officers are usually not at the parks at the very moment when all violations occur, to see them and deal appropriately with perpetrators. For this reason, it is recommended that these two parks be closed between 10:00 pm and 6:00 am (as are most public open space properties owned by the Decatur Park District) unless there is a pre-approved evening event at one or both of the city's parks.

The attached ordinance language includes the closure provision along with new language to limit bicycles, skateboards and scooters on park sidewalks; prohibit bathing in the fountain; and prohibiting the building or erecting of structures in the parks, unless it is part of a pre-approved event. The proposed ordinance could be amended by deleting Section 1.B. which contains the closure hours. Eliminating the closing hours is not recommended; but if it was deleted, this would require that the city have a greater enforcement presence in and near the parks to react to infractions of local ordinances. By simply closing the parks after 10:00 pm, law enforcement officers do not have to "catch someone in the act;" they simply have to make sure no one is staying in the park during the restricted hours. This will require some additional patrols by the police department—which will be performed—though the downtown area is regularly patrolled by the police now. As police staffing improves in 2023 (which is anticipated) we will arrange for additional patrols to effectively manage enforcement of the ordinance.

The proposed ordinance does not include language concerning a person's obligation to pick-up animal waste in the park, prohibiting drug sales, outlawing soliciting for sex, or any number of other crimes that are already illegal throughout the city of Decatur, including in the parks, and therefore do not need to be restated in this ordinance. The proposed ordinance deals only with topics unique to the park and for which park-specific enforceable language is desired. Nor does the proposed ordinance include language asking dog owners to use bags provided by the city to collect and dispose of animal waste, or explaining that personal belongings left unattended in a

park will be removed. The city can post signs with these rules without ordinance language because the city owns the property and can establish reasonable rules for the use of property it owns, so long as the rules are applied uniformly.

It is possible that someone may criticize the proposed ordinance as 'criminalizing homelessness' by the city; but such a characterization would be inaccurate on several levels. First, the ordinance, if adopted, will apply to everyone. Second, the city has confirmed that local shelters available to displaced persons are rarely full, and some of them are in easy walking distance of downtown parks. Third, in enforcing the ordinance, police will be sensitive to persons in the park appearing to have no place to go during restricted hours and will attempt to connect them with local shelters and other social service providers, depending on their needs, as is the current practice when overnighting rules are enforced on properties owned by the Decatur Park District. Fourth, the city of Decatur has been very active (and has invested) in making sure local non-profit agencies currently in the business of providing transitional shelter facilities have additional spaces in their inventory and that they are available to them to meet current and future needs. Fifth, the ordinance will generally help the city reduce vandalism, reduce the distribution of drugs and alcohol, and prevent other problems in the parks through proactive means rather than through reactive measures. Keeping the city's parks in good condition is the primary goal of the ordinance as started in its preambles.

Even the city's police enforcement routines will seek to avoid the issuance of citations when possible. For example, if someone is found to be in a downtown park during restricted hours, police will first seek to obtain compliance with the ordinance by asking them to leave and/or offer to provide assistance in leaving the park. Only if police officers cannot obtain voluntary compliance could they, based on officer discretion, choose to issue a citation. If the ordinance is approved, no enforcement will occur until proper signage, doggy bag dispensers and other public information is in place.

Since the cancellation of the Decatur Celebration, the city has sought to create new partnerships with downtown organizations, and to bring new and unique events to the central business district. Since the city's two downtown parks are often the venue for special events, festivals, fairs and other exhibits, it is important that the city take reasonable steps to ensure that its downtown parks are always in a condition to host planned and spontaneous events, and to serve as a draw to the downtown in general.

If the proposed ordinance is adopted, it will require that the City Council also repeal overlapping and older sections of Chapter 41. For purposes of clarity, a new Chapter 41.3 has been created to place all park use provisions together in the same place. If the City Council decides to not adopt the proposed Chapter 41.3 language, it will not be necessary to repeal overlapping sections of Chapter 41.

ORDINANCE NO. _____
AN ORDINANCE AMENDING CITY CODE
OF THE CITY OF DECATUR, ILLINOIS
BY THE ADDITION OF CHAPTER 41.3
-DOWNTOWN PARKS-

WHEREAS, the City of Decatur, Illinois, an Illinois municipal corporation, has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and,

WHEREAS, Central Park, Preston Jackson Park, Memorial Band Shell and the Transfer House are owned and operated by the City of Decatur; and,

WHEREAS, these properties are utilized by the City of Decatur for various City organized and/or sponsored events; and,

WHEREAS, the above properties are available for use by the public for certain events under agreements with the City of Decatur; and,

WHEREAS, the maintenance and preservation of these properties is a considerable expense for the City to maintain in an acceptable condition for their use and enjoyment; and,

WHEREAS, safety of persons using the properties is a significant and legitimate interest of the City; and,

WHEREAS, damage, destruction and vandalism is occurring at the properties with greater frequency resulting in additional resources being needed for the maintenance and preservation of the properties; and,

WHEREAS, the damage, destruction, vandalism and threat to public safety most often occurs during the late evening and early morning hours; and,

WHEREAS, the City Council believes that the damage, destruction, vandalism and threat to public safety would be reduced by the closure of the properties during certain time period; and,

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

Section 1. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That the City Code of the City of Decatur be, and the same is hereby modified and amended by adding a new Chapter 41.3 titled "Downtown Parks" thereto. Said new Chapter 41.3 shall provide as set forth in Exhibit A attached hereto and made part hereof.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of December, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2022.

CITY CLERK

CHAPTER 41.3

DOWNTOWN PARKS

1. DOWNTOWN PARKS.

A. Central Park, the Transfer House, the Memorial Band Shell and Preston Jackson Park, all located in the Downtown Business District, shall be closed to all persons between the hours of 10:00 p.m. and 6:00 a.m.

B. It shall be unlawful for any person to walk, stand, or otherwise be present in or upon Central Park, the Transfer House, the Memorial Band Shell, and Preston Jackson Park, all located in the Downtown Business District, between the hours of 10:00 p.m. and 6:00 a.m. This section shall not apply to a person who obtained or is present under the authority of an approved Rental Agreement permitting the use of Central Park, the Transfer House, the Memorial Band Shell, and Preston Jackson Park during the hours the park is closed, to employees of the City of Decatur while engaged in their employment duties, law enforcement officials and fire and rescue officials.

2. BICYCLES ON PARKS. The operation and use of bicycles, roller skates, skateboards, scooters and all other similar devices propelled by human power, but excluding wheelchairs, strollers or baby carriages, and push carts, be and the same is hereby prohibited, and no person shall use, operate or ride on such vehicles or devices, at any point in that area commonly known as Central Park, the Transfer House, the Memorial Band Shell and Preston Jackson Park.

3. STRUCTURES. No person may build, construct, erect, place, utilize or place any structure, whether temporary or permanent, nor build, construct, cause or use any fire or incendiary device in any manner in the area commonly known as Central Park, the Transfer House, the Memorial Band Shell and Preston Jackson Park without the express permission from the City pursuant to their Administrative Policies and Procedures.

4. CENTRAL PARK FOUNTAIN. It is hereby prohibited to enter into or on the fountain located in what is commonly known as Central Park with the exception of City personnel or those at the direction of the City in the performance of their duties. (Amended, Ordinance No. 2007-63, July 16, 2007)

5. PENALTY. Any person, firm or corporation who shall violate any of the provisions of this Chapter shall, upon conviction, be fined not less than One Hundred Fifty Dollars (\$150) nor more than Five Hundred Dollars (\$500) for each offense, and each day on which a violation occurs or continues shall be considered as a separate offense, and any license or permit issued hereunder may be suspended or revoked following notice and opportunity to be heard, by the City Manager or designee.

6. NUISANCES. Any violation of either Sections 1, 2, 3 and 4 is hereby declared to be a nuisance and may be abated as such in addition to any fine or penalty imposed.

7. SEVERABILITY. If any provision of this Ordinance, or the application of any provision of the Ordinance is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

SUBJECT: Ordinance Amending Chapter 41 Miscellaneous Street Regulations

ATTACHMENTS:

Description	Type
Ordinance Amending City Code Chapter 41 Miscellaneous Street Regulations	Ordinance

ORDINANCE NO. _____
ORDINANCE AMENDING CITY CODE
- CHAPTER 41-
MISCELLANEOUS STREET REGULATIONS

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

SECTION 1. That Chapter 41 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by deleting language to Section 15 and deleting Section 16 and renumbering Sections 16 – 20 so that Sections 15 – 19 as so modified and amended, shall provide as follows:

MISCELLANEOUS STREET REGULATIONS

15. BICYCLES ON SIDEWALKS. The operation and use of bicycles, roller skates, skateboards, scooters and all other similar devices propelled by human power, but excluding wheelchairs, strollers or baby carriages, and push carts, be, and the same is hereby prohibited, and no person shall use, operate or ride on such vehicles or devices, at any point on any sidewalk in the Central Business District.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of December, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2022.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 41

- MISCELLANEOUS STREET REGULATIONS -

15. BICYCLES ON SIDEWALKS AND CENTRAL PARK. The operation and use of bicycles, roller skates, skateboards, scooters and all other similar devices propelled by human power, but excluding wheelchairs, strollers or baby carriages, and push carts, be, and the same is hereby prohibited, and no person shall use, operate or ride on such vehicles or devices, at any point in that area commonly known as Central Park or on any sidewalk in the Central Business District.

~~**16. CENTRAL PARK FOUNTAIN.** It is hereby prohibited to enter into or on the fountain located in what is commonly known as Central Park with the exception of City personnel or those at the direction of the City in the performance of their duties.~~

1716. DOWNTOWN ENTERTAINMENT PERMITS.

A. No person, firm or corporation shall allow outdoor entertainment in the Central Business District that is likely to produce audible sound or noise at a level to be heard by surrounding businesses or residents without first having obtained a permit therefor.

B. Applications. Before any permit as required by the preceding section shall be issued, the person, firm or corporation desiring such permit shall make application to the City Manager upon forms provided by the City. There is no permit fee.

C. Hours. Outdoor entertainment shall end with the last call or between the last call and 12:00 a.m. midnight.

D. Central Business District – Defined in the City’s Zoning Ordinance as district B-4, and is generally bounded by Wood Street, Jackson Street, Cerro Gordo Street and Church Street. The exact boundaries of the Central Business District are shown on the Zoning District Map which is reviewed and approved annually by the City Council, and is kept on file with the City Clerk.

E. Exemptions. The City Manager may, by regulation, exempt fairs, festivals and community and charitable events from the operation of this section.

~~**1817. HONORARY STREET SIGN PROGRAM.** As a means to honor individuals, organizations, entities and events that have had a significant lineage to the City or a significant cultural, historical, or humanitarian impact on the community, the City of Decatur shall establish an Honorary Street Naming Sign program as described below. All honorary street name signs shall comply with the guidelines of this program and honorary street name signs shall not have the effect of changing platted street names or official addresses.~~

A. Application Process - Honorary street name designation shall be limited to individuals, organizations, entities and events that have had a significant lineage to or a cultural, historical or humanitarian impact on the City as determined by the Decatur City Council. An honoree must have a geographical relationship to the requested sign location, having either lived or worked or performed other actions or activities in the area deemed to have been important to the City of Decatur. Applicants shall be required to submit an application form to the City of Decatur’s Economic and Community Development Department providing details as to the proposed honoree’s lineage or cultural, historical or humanitarian impact on the city and an

explanation of the honoree's relationship to the requested honorary street sign location as part of the application process. Applications shall be reviewed by a five (5) member panel consisting of one (1) member of the Decatur City Council, one (1) member from the Economic and Community Development Department, one (1) member from an authorized city neighborhood organization, one (1) member from the Decatur Police Department and one (1) member appointed from the community at large. Applications will be forwarded to the Mayor and Decatur City Council and scheduled for a vote only upon an affirmative panel recommendation or if a majority of the Decatur City Council calls for it. The request will be considered "denied" upon a negative panel recommendation or if a majority of the Decatur city Council does not call for an application to be brought forward within 30 days of said panel recommendation being issued. Current city employees are not eligible for an honorary street naming designation.

B. Number of Signs - The Decatur City Council will designate a maximum of five (5) honorary streets per year. If there is a street, or portion of a street (except intersecting streets), that has been designated with an honorary street name, no other such name shall be given to the street or section of street. The city shall also have the ultimate authority to determine how many signs shall be placed in an area and how much of the street will be designated with an honorary name.

C. Cost - The person (s) or organization making the request shall be responsible for the cost of creating and installing the sign.

D. Duration - The city replaces street name signs on an approximate ten (10) year cycle. Honorary street name designations will be reviewed and considered by the City Council for continuation as new street name signs are being placed in the area.

E. Notification – The City shall cause letters to be sent to residents and/or businesses in the vicinity of the proposed honorary designation in advance notifying them that an honorary designation has been proposed for their area and that they should continue using the regular street name in all correspondence. The letters would also encourage said residents and/or business owners to contact the city with questions.

1918. PENALTY. Any person, firm or corporation who shall violate any of the provisions of this Chapter shall, upon conviction, be fined not less than One Hundred Fifty Dollars (\$150) nor more than Five Hundred Dollars (\$500) for each offense, and each day on which a violation occurs or continues shall be considered as a separate offense, and any license or permit issued hereunder may be suspended or revoked following notice and opportunity to be heard, by the City Manager or designee.

2019. NUISANCES. Any violation of either Sections 1, 5, 6, 8, 9, 12 or 16, ~~or~~ 17 is hereby declared to be a nuisance and may be abated as such in addition to any fine or penalty imposed

SUBJECT: Ordinance Amending City Code Chapter 69, Electrical Code

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 22-32**

DATE: 11/28/2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
David Greenwell, Building Official

SUBJECT: Ordinance Amending City Code- Chapter 69, Electrical Code

SUMMARY RECOMMENDATION: Staff recommends the proposed ordinance amendment regarding Chapter 69, Electrical Code be approved and adopted into City Code.

BACKGROUND: City Code Chapter 69 needed amended to update the city’s electrical code from the 2014 to the 2017 National Electrical Code and to include reference to the updated Ameren Service Manual. Permit requirements were modified to include alternative energy installations such as solar, wind turbines and generators. Exceptions to the permit requirements were revised to further clarify the definition of minor maintenance, while several permit exceptions were eliminated. A number of service specifications were removed due to their redundancy with the National Electrical Code. Smoke and carbon monoxide detectors were amended to indicate compliance with the current Illinois Acts.

POTENTIAL OBJECTIONS: None we are aware of

INPUT FROM OTHER SOURCES: The City’s Electrical Commission approved of all the proposed changes at their September 7, 2022 meeting.

STAFF REFERENCE: Should the City Council have any questions, they may contact David Greenwell at 217-424-2787 or email at dgreenwell@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
– CHAPTER 69 –
-ELECTRICAL CODE -**

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

Section 1. That Chapter 69 of the City Code of the City of Decatur, Illinois, be, and the same is hereby, modified and amended by amending and adding language to Section 2, Section 6, Section 9, Section 10, and Section 11. Said Sections as so modified and amended, shall provide as follows:

2. **ELECTRICAL CODE.** The same having been duly placed and remained on file as required by law, and subject to the additions, modifications, changes or deletions set out in this Chapter, the National Electrical Code, 2017 Edition of the National Fire Protection Association, the same being found and declared by the Council to be regulations as defined by applicable statute, is hereby adopted by reference and the same to be known, and which may be cited, as "The Electrical Code" of the City, and which shall have the scope and applicability as therein set out, except as modified by the provisions of this Chapter.

6. **PERMIT REQUIRED.** It shall be unlawful to do electrical work, including all raceway systems, all conductor installations and all alternative energy installations as covered by the NEC including but not limited to solar, wind turbines and generators, in the city unless and until permit for the same has been obtained when required by and issued in accordance with the provisions of the Building Code, with the following exceptions:

A. Minor maintenance such as changing an individual switch, receptacle, light fixture, ballast, and bulbs. This exception does not apply to system upgrades and/or building remodels, including but not limited to lighting system upgrades.

B. Replacing a grounded receptacle with GFCI receptacle.

C. Low voltage wiring for thermostats and other related controls for heating and air conditioning units in existing buildings.

D. Low voltage wiring for T.V., sound systems, alarm systems, computer data and telephones in existing buildings. (Amended, Ordinance No. 2002-16, April 1, 2002)

E. Coax cable for antenna or computers in existing buildings.

F. Wiring replacement furnace or air conditioning equipment from the existing switch or disconnect where circuit wires are of adequate size.

G. Wiring required for installation of industrial machinery from the existing switch or disconnect where circuit wires are of adequate size.

H. Wiring for replacement signs from existing switch or disconnect where circuit wires are of adequate size.

I. Service-related work such as replacing fuses, circuit breakers, motors, or controls in existing buildings or appliances. This would include heating elements of ranges, furnaces, water heaters, etc.

9. SERVICE SPECIFICATIONS.

A. All newly installed electrical services shall be in conformance with the 2017 edition of the National Electrical Code, Ameren Service Manual and with the following:

(1) N.E.C. 230.2 Number of services - only one service drop, or lateral shall be permitted per building or structure unless written approval by the Inspection Division is obtained for the conditions (a) through (d) of said Article 230.2.

(2) N.E.C. 230.43 Service - entrance conductors shall be installed in accordance with the applicable requirements of this code covering the type of wiring method used and shall be limited to the following methods:

- (a) Rigid metal conduit;
- (b) Intermediate metal conduit;
- (c) Rigid nonmetal conduit.

Any other method described shall have written consent of the Inspection Division and local utility company.

10. CODE APPLICATIONS - SPECIFIC.

A. New buildings of all types:

1) The 2017 edition of the National Fire Protection Association will be the accepted code for all electrical wiring installations.

2) Where emergency lighting is required, an adequate numbers of battery back-up type fixtures shall be used to provide lighting for exiting. This shall be required in all installations including buildings supplied with alternate power supply such as generators or separate services.

3) Smoke and carbon monoxide detectors shall be as per Illinois Smoke Detector Act 425 ILCS 60/ and Illinois Carbon Monoxide Detector Act 430 ILCS 135/.

B. Existing buildings:

1) Other than dwelling:

- (a) All new wiring shall be installed as per this Electrical Code;
- (b) When it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage or for similar reasons, such defects shall be corrected.
- (c) Whenever construction remodeling calls for walls or ceilings (including suspended ceilings) to be opened up, all wiring, boxes, conduit, etc. exposed by this work shall be in accordance with the code at the time of installation or brought up to current code standards.

2) Buildings or part of buildings used as human dwellings:

(a) Whenever a new electrical service or wiring of new building additions or rewiring with three (3) or more additional circuits, the following shall also apply:

1. Service: The size and usage of appliance and equipment shall be used as the basis for determining the need for additional facilities in accordance with the latest adopted edition of this Electrical Code.

2. Receptacles: Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded type receptacle. Every bathroom shall contain at least one duplex wall receptacle and be protected by a GFCI. Receptacles within six (6) feet of the outside edge of a sink shall be protected by a GFCI. Any new receptacle must be of the grounded type and installed as per the NEC. Existing 3-wire grounded type receptacles, wired to a 2-wire system, shall either be grounded as per the NEC, protected by a GFCI, or replaced by a 2-wire receptacle.

3. Lighting fixtures: Every public hall, interior stairway, bathroom, laundry room, furnace room, basements, and attics or utility rooms used for storage or contain equipment requiring servicing shall contain at least one electric lighting fixture controlled by a wall switch at the usual point of entry.

4. Electrical system hazards: The following items are declared to be hazardous, and it shall be unlawful to create, maintain or permit the same to exist.

a. Conductors or devices carrying electrical energy in excess of the approved rated capacity;

b. Electrical wiring, of all types, not supported in an approved manner (existing wiring will be allowed on bottom of joists in basements if secured at intervals to eliminate sagging);

c. Splices unenclosed in approved boxes other than knob and tube wiring inside walls and attics;

d. Absence of or use of unapproved connectors for splices and termination into boxes or cabinets;

e. Exposed fuse blocks or cleat type light fixtures;

f. Wiring with insulation deterioration or other damaged conditions;

g. Flexible cords, commonly known as lamp or extension cords, used as a substitute for fixed wiring; or where run through walls, ceilings, floors, doorways, windows, or where attached to, or run behind building surfaces such as walls, ceilings, baseboard, and floors;

h. The use of the grounded circuit conductor used for grounding, except as provided by NEC 250.140, Exception, for such listed appliances;

i. Broken porcelain fixtures in basements or cord type fixtures with frayed or deteriorated insulation;

j. Electrical wiring with metal outer covering in contact with dissimilar metals such as copper water piping, etc.;

k. Boxes or conduits with excessive number of conductors;

l. Knob and tube wiring in areas other than inside walls or attics.

In keeping with safe electrical installations, all unsafe conditions other than specifically noted above, should be disclosed to the owner by the electrical contractor and corrected before inspection.

C. Swimming Pools

N.E.C. 680.23. Underwater Luminaries. This section covers all luminaries (lighting fixtures) installed below the normal water of the pool. (a) Voltage Limitation. No

luminaries (lighting fixtures) shall be installed for operation on supply circuits over 15 volts between conductors.

11. **SERVICE CONNECTIONS.** The local utility company may connect the electrical service to the structure when the service is installed permanently on the structure and upon approval of the Inspection Division. Where services have been damaged due to weather conditions, a permit and inspection will be necessary only when new conductors are being installed. Such inspections will be of the electrical service only.

During severe weather conditions the Building Inspection Manager may waive all permits and inspections. Under such conditions the repaired services must remain the same size and materials must be used accordingly. If a larger size service is requested by the owner, then all such provisions of this code shall apply.

Section 2. That this Ordinance amendment shall become effective on January 1, 2023.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of December 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2022

Kim Althoff, City Clerk

ADDITIONS AND DELETIONS

CHAPTER 69

ELECTRICAL CODE

1. **APPLICABILITY.** This Chapter shall have, along with the Code adopted hereby, the scope and applicability set out in said Code, except as modified by the provisions of this Chapter.

2. **ELECTRICAL CODE.** The same having been duly placed and remained on file as required by law, and subject to the additions, modifications, changes or deletions set out in this Chapter, the National Electrical Code, ~~2014~~2017 Edition of the National Fire Protection Association, the same being found and declared by the Council to be regulations as defined by applicable statute, is hereby adopted by reference and the same to be known, and which may be cited, as "The Electrical Code" of the City, and which shall have the scope and applicability as therein set out, except as modified by the provisions of this Chapter.

3. **SUBSTITUTIONS.** Whenever in said Code the jurisdiction or governmental body having jurisdiction is referred to, such reference shall mean the City of Decatur, Illinois, and whenever the state is referred to it shall mean the State of Illinois and said Code shall be taken and construed as if the same were expressly set out therein.

4. **BUILDING INSPECTIONS.** Whenever in said Code reference is made to the authority having jurisdiction such shall be taken to mean and shall be construed to refer to the Building Inspection Manager as fully as if said designation was set out therein.

5. **BOARD OF APPEALS.** Whenever in said Code reference is made to the board of appeals such shall be taken to mean and shall be construed to refer to the Construction and Housing Board of Appeals of the City.

6. **PERMIT REQUIRED.** It shall be unlawful to do electrical work, including all raceway systems, ~~and all conductor installations~~ and all alternative energy installations as covered by the NEC including but not limited to solar, wind turbines and generators, in the city unless and until permit for the same has been obtained when required by and issued in accordance with the provisions of the Building Code, with the following exceptions:

A. Minor maintenance such as changing an individual switch, receptacle, light fixture, ballasts, and bulbs. This exception does not apply to system upgrades and/or building remodels, including but not limited to lighting system upgrades.

B. Replacing a grounded receptacle with GFCI receptacle.

C. Low voltage wiring for thermostats and other related controls for heating and air conditioning units in existing buildings.

D. Low voltage wiring for T.V., sound systems, alarm systems, computer data and telephones in existing buildings.

E. Coax cable for antenna or computers in existing buildings.

F. Wiring replacement furnace or air conditioning equipment from the existing switch or disconnect where circuit wires are of adequate size.

G. Wiring required for installation of industrial machinery from the existing switch or disconnect where circuit wires are of adequate size.

H. Wiring for replacement signs from existing switch or disconnect where circuit wires are of adequate size.

I. Service related work such as replacing fuses, circuit breakers, motors, or controls in existing buildings or appliances. This would include heating elements of ranges, furnaces, water heaters, etc.

~~J. Replacing broken meter sockets or masts on services where no new conduit or conductors are changed, enlarged, or replaced.~~

~~———K. Permits are valid for a period of six (6) months for new construction and ninety (90) days for renovation; or with an approved extension.~~

7. WORK DONE WITHOUT PERMIT. Except for work performed in response to an unanticipated emergency at a time other than the regular business hours of the building official and for which a permit is later obtained during the next succeeding regular business day of said official, should any work for which a permit is required be commenced or done before such permit is issued and obtained the required permit may nonetheless be issued for such and subsequent work; however, the amount of the required fee as provided herein for all work, both that commenced before and that proposed to be done after said permit is issued, shall be double that otherwise so provided, and issuance of such permit shall not, and shall not be construed to be, an excuse from, or waiver of, or defense to or absolution from any liability or action otherwise provided for in said Code or this Chapter but shall be cumulative of and in addition thereto.

8. FEES REQUIRED. No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary.

9. SERVICE SPECIFICATIONS.

A. All newly installed electrical services shall be in conformance with the ~~2011-2017~~ edition of the National Electrical Code, Ameren Service Manual Standards and Specifications and with the following:

(1) N.E.C. 230.2 Number of services - only one service drop, or lateral shall be permitted per building or structure unless written approval by the Inspection Division is obtained for the conditions (a) through (d) of said Article 230.2.

(2) N.E.C. 230.43 Service - entrance conductors shall be installed in accordance with the applicable requirements of this code covering the type of wiring method used and shall be limited to the following methods:

- (a) Rigid metal conduit;
- (b) Intermediate metal conduit;
- (c) Rigid nonmetal conduit.

Any other method described shall have written consent of the Inspection Division and local utility company.

~~(3) N.E.C. 230.70 (a) Location. The service disconnecting means shall be installed at a readily accessible location either outside of a building or structure, or inside nearest point of entrance of the service conductors, but not to exceed ten feet.~~

~~—— (4) Where city water is available, the electrical service shall be bonded to the cold water piping with a jumper around the water meter.~~

~~—— (5) Sizing of service entrance conductors shall be one of the following: (a) to main breaker with no reduction of ampere rating; (b) to approved calculated load where multiple disconnects are used, with no reduction of ampere rating; (c) to rated buss of equipment when no calculated load is provided with no reduction of ampere rating.~~

~~—— (6) PVC risers up utility poles shall be Schedule 80.~~

~~—— (7) Metal elbows and conduits at utility poles and building service shall be connected to an effective grounding path, by the electrical contractor and installed as per N.E.C. 250.80.~~

10. CODE APPLICATIONS - SPECIFIC.

A. New buildings of all types:

1) The ~~2014-2017~~ 2017 edition of the National Fire Protection Association will be the accepted code for all electrical wiring installations.

2) Where emergency lighting is required, an adequate numbers of battery back-up type fixtures shall be used to provide lighting for exiting. This shall be required in all installations including buildings supplied with alternate power supply such as generators or separate services.

3) Smoke and carbon monoxide detectors shall be as per ~~907.2.10 of the International Fire Code — 2015 Edition~~ Illinois Smoke Detector Act 425 ILCS 60/ and Illinois Carbon Monoxide Detector Act 430 ILCS 135/.

B. Existing buildings:

1) Other than dwelling:

(a) All new wiring shall be installed as per this Electrical Code;

(b) When it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage or for similar reasons, such defects shall be corrected.

(c) Whenever construction remodeling calls for walls or ceilings (including suspended ceilings) to be opened up, all wiring, boxes, conduit, etc. exposed by this work shall be in accordance with the code at the time of installation or brought up to current code standards.

2) Buildings or part of buildings used as human dwellings:

- (a) Whenever a new electrical service or wiring of new building additions or rewiring with three (3) or more additional circuits, the following shall also apply:

1. Service: The size and usage of appliance and equipment shall be used as the basis for determining the need for additional facilities in accordance with the latest adopted edition of this Electrical Code.

2. Receptacles: Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded type receptacle. Every bathroom shall contain at least one duplex wall receptacle and be protected by a GFCI. Receptacles within six (6) feet of the outside edge of a sink shall be protected by a GFCI. Any new receptacle must be of the grounded type and installed as per the NEC. Existing 3-wire grounded type receptacles, wired to a 2-wire system, shall either be grounded as per the NEC, protected by a GFCI, or replaced by a 2-wire receptacle.

3. Lighting fixtures: Every public hall, interior stairway, bathroom, laundry room, furnace room, basements, and attics or utility rooms used for storage or contain equipment requiring servicing shall contain at least one electric lighting fixture controlled by a wall switch at the usual point of entry.

4. Electrical system hazards: The following items are declared to be hazardous and it shall be unlawful to create, maintain or permit the same to exist.

- a. Conductors or devices carrying electrical energy in excess of the approved rated capacity;

b. Electrical wiring, of all types, not supported in an approved manner (existing wiring will be allowed on bottom of joists in basements if secured at intervals to eliminate sagging);

c. Splices unenclosed in approved boxes other than knob and tube wiring inside walls and attics;

d. Absence of or use of unapproved connectors for splices and termination into boxes or cabinets;

e. Exposed fuse blocks or cleat type light fixtures;

f. Wiring with insulation deterioration or other damaged conditions;g.

Flexible cords, commonly known as lamp or extension cords, used as a substitute for fixed wiring; or where run through walls, ceilings, floors, doorways, windows, or where attached to, or run behind building surfaces such as walls, ceilings, baseboard, and floors;

h. The use of the grounded circuit conductor used for grounding, except as provided by NEC 250.140, Exception, for such listed appliances;

i. Broken porcelain fixtures in basements or cord type fixtures with frayed or deteriorated insulation;

j. Electrical wiring with metal outer covering in contact with dissimilar metals such as copper water piping, etc.;

k. Boxes or conduits with excessive number of conductors;

l. Knob and tube wiring in areas other than inside walls or attics.

In keeping with safe electrical installations, all unsafe conditions other than specifically noted above, should be disclosed to the owner by the electrical contractor and corrected before inspection.

C. Swimming Pools

N.E.C. 680.23. Underwater Luminaries. This section covers all luminaries (lighting fixtures) installed below the normal water of the pool. (a) Voltage Limitation. No luminaries (lighting fixtures) shall be installed for operation on supply circuits over 15 volts between conductors.

11. **SERVICE CONNECTIONS.** The local utility company may connect the electrical service to the structure when the service is installed permanently on the structure and upon ~~order~~ approval of the Inspection Division. Where services have been damaged due to weather conditions, a permit and inspection will be necessary only when new conductors are being installed. Such inspections will be of the electrical service only.

During severe weather conditions the Building Inspection Manager may waive all permits and inspections. Under such conditions the repaired services must remain the same size and materials must be used accordingly. If a larger size service is requested by the owner, then all such provisions of this code shall apply.

12. **INSPECTIONS:** All electrical wiring installed under a permit issued as herein provided must be inspected before being concealed and must have a final approved inspection before the Certificate of Occupancy is eligible for issuance. It is the responsibility of the electrical contractor, or those making electrical installations or alterations, to give such timely notice requesting inspections. It may be necessary at various times to lengthen the time before inspections can be made and shall be at the discretion of the Building Inspection Manager. Failures to call for final electrical inspections before structures are occupied or after job completion, will be cause for the Inspection Division to submit the case before the Electrical Commission for possible license suspension or revocation. The Inspection Division may revoke

a permit or withhold approval of work in case there has been a false statement or representation as to a material fact in the application, the plans, or specifications upon which such approval of such permit was based.

13. **PENALTY.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, repair, remove, demolish, install or operate electrical equipment regulated by said Building Code or said Electrical Code or this Chapter or cause the same to be done, contrary to or in conflict with or in violation of any of the provisions thereof. It shall be unlawful to continue work after a stop order has been issued, served or posted under said provisions. Any person, firm or corporation violating or found to be in violation of any of said provisions shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each day upon which a violation occurs or is allowed to continue, or a condition is not brought into compliance after notice, shall be viewed and may be prosecuted as a separate and distinct offense.

14. **OTHER REMEDIES.** The imposition of the penalties herein prescribed shall not preclude the institution of appropriate action to prevent unlawful construction or to restrain, correct or abate a violation, or to stop an illegal act, conduct, business or operation of electrical equipment or systems in or about any premises.

15. **RE-INSPECTION FEES.** A re-inspection fee of \$45.00 shall be assessed against the applicant for a construction permit who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons:

(1) the work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made,

(2) the inspection reveals that the electrical system has more than three code violations due to: equipment not installed per instructions included in the listing or labeling; equipment installed without correct polarity; components not properly grounded; wiring not installed as to be free from short circuits; equipment installed with improper ratings; devices and fixtures not energized because of loose connections or broken wires,

(3) the Inspector is unable to gain entry at the time requested by the contractor,

(4) when previously noted violations have not been corrected.

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under this Chapter.

No certificate of occupancy shall be issued for any building for which re-inspection fees are unpaid.

16. **WITHHOLDING OF PERMITS.** Building permits may be withheld from permit applicants, or in the case of combined permits from the licensed subcontractor, who is in violation of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought. Such violation may include, but shall not be limited to the following:

A. Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame.

B. Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.

C. Failure to pay required permit or re-inspection fees.

D. Failure to obtain a building permit for work which required a building permit.

E. Failure to take reasonable action to notify and obtain approval from Inspection Division of changes made to approved building permits.

F. Falsifying information on building permit applications.

G. Performance of building permit work under an invalid or voided building permit.

H. Failure to obtain a required certificate of occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or licensed subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or licensed subcontractor of the violations, which if corrected, will allow the City to issue to the permit applicant or licensed

subcontractor additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

Permits withheld as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such withholding. An appeal shall stay the due date for corrections required until the date of the final order of the Board.

Any action to withhold permits as herein provided and/or any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under section of this Chapter.

17. **SEVERABILITY.** The provisions hereof are and shall be construed to be severable and invalidity of any section or provisions of this Chapter or of the codes and standards hereby adopted shall not invalidate other sections or provisions hereof.

City Clerk

DATE: 11/30/2022

MEMO:

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing a Fiscal Sponsorship Agreement between the City of Decatur and T/CCI Manufacturing

ATTACHMENTS:

Description

Memo

Resolution

Agreement

Type

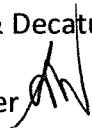
Cover Memo

Resolution Letter

Backup Material

December 1, 2022

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager 

RE: Fiscal Agent Agreement with TCCI

Earlier this year it was announced that Richland Community College and TCCI would be the recipient of a \$15.3 million grant from the State of Illinois to construct a climate research facility to be used in connection with TCCI's plans to create and retain at least 150 jobs in Decatur, and to locally manufacture compressors for the electric vehicle industry. Separately, the city of Decatur received two State grants of \$3 million each to reconstruct the manufacturing facility at TCCI's 22nd Street location. The city and Richland Community College are both in the midst of working with the Illinois Department of Commerce and Economic Opportunity (DCEO) to finalize the terms of local-state agreements for the management of these grants (these will be brought to the City Council at a later date). The city will serve as fiscal agent ONLY for the two \$3 million industrial reconstruction grants.

The pending local-state agreement requires that we have a separate and adopted agreement between the city and TCCI setting forth the terms and conditions for the city's management, accounting and disbursement of grant funds. The local fiscal agent agreement is patterned after ones used and approved by the State on other economic development projects that receive DCEO funds in support of a local business. The proposed fiscal agent agreement is for both of the \$3 million grants combined. If approved by the City Council, it will become an attachment to the local-state agreement the council will consider in the future.

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING A FISCAL SPONSORSHIP AGREEMENT BETWEEN
THE CITY OF DECATUR AND T/CCI MANUFACTURING**

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

Section 1. That the Fiscal Sponsorship Agreement presented to the Council herewith between the City of Decatur and T/CCI Manufacturing be, and the same is hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED this 5th day of December, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Fiscal Sponsorship Agreement
City of Decatur and T/CCI Manufacturing

This fiscal sponsorship grant agreement ("Agreement") is made as of December 5, 2022 ("Effective Date") by and between the **City of Decatur, an Illinois Municipal Corporation** ("Sponsor") and **T/CCI Manufacturing** ("Grantee") for their work on capital improvements ("Project").

The Agreement: The Sponsor is willing to serve as the grantee for the Illinois Department of Commerce & Economic Opportunity Grant (DCEO) Opportunity HD230010(\$3 million) and SD230007(\$3 million) City of Decatur, as described in the Scope of Work totaling \$6 million dollars.

By entering into this Agreement, the parties agree to the following terms and conditions:

1. The Sponsor agrees to receive grants funds from DCEO used for the Project, and to make those funds available to Grantee for the Project. The project must act within the policies permitted by DCEO.
2. The Sponsor will distribute funds to the Grantee once permitted following DCEO guidance and approval.
3. The Grantee assumes responsibility for performance of the full scope of the Project, as described in a Scope of Work submitted to the Sponsor and approved by DCEO. Grantee agrees to notify the Sponsor of the intention to make any adjustments to the deliverables, objectives, budget, staff, or other significant aspect of the approved scope of work in accordance with the needs of the Project. Grantee must inform the Sponsor of the intended changes so that the Sponsor can seek written approval of said changes from DCEO. If Grantee proceeds with adjustments or expenditures without DCEO approval, Grantee shall be solely responsible for any unallowed expenditures.
4. Grantee agrees that it is prepared to implement financial and evaluation protocols that will allow Grantee to report on proposed measurable objectives to the Sponsor and DCEO.
5. Sponsor will not levy an administrative charge for the cost of processing these funds.
6. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Sponsor for any purpose whatsoever except as specifically and to the extent set forth herein. This agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone. No personnel to be compensated for working on the Project shall be considered employees of the Sponsor or subject to any of the rights or the benefits that apply to employees of the Sponsor.
7. Grantee shall not use any portion of the funds granted herein to influence the outcome of any specific election for candidates to public office, nor to carry on, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code section 4945(d)(2), as interpreted by regulations thereunder, or to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.
8. Grantee shall notify Sponsor immediately of any change in (a) Grantee's legal or tax status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purposes.
9. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sponsor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Sponsor, its officers, directors, trustees employees or agents.
10. In the event that Grantee violates or fails to carry out any provision of this Agreement, Sponsor may, in addition to any other legal remedies it has, demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Sponsor.

11. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement (the City's agreement with DCEO) shall apply to all subawards authorized in accordance with Paragraph 17.1 – 2 CFR 200.101(b)(2).
12. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.
13. Grantee certifies and agrees that it does now and shall continue to maintain for the term of the grant agreement general liability insurance covering its operations, automobile operations and premises.
14. Grantee agrees that it shall comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/ILOSHA requirements and the Americans with Disabilities Act.
15. This Agreement is binding on the Sponsor and the Grantee, their successors, and assigns. Neither the Sponsor nor the Grantee will assign or transfer its interest in this Agreement without the prior written consent of the other.
16. Grantee is responsible for all applicable state and federal payroll taxes and agrees to indemnify and protect the Sponsor against such liability.
17. Grantee will conform to the code of ethics of its national (or if none, state or local) professional association.
18. This Agreement shall be interpreted and enforced under the laws of Illinois without regard to its rules on conflicts of law. The parties agree that the sole forum for litigation arising out of this Agreement shall be in Macon County, Illinois. Sponsor and the Grantee agree to cooperate in good faith in all matters relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with the Agreement. Sponsor and the Grantee agree to use their best efforts to resolve any dispute in a fair and equitable manner before instituting litigation.
19. If any provision hereof is determined to be invalid or unenforceable the remaining provisions hereof shall not be affected and shall remain in force.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement, effective on December 5, 2022.

Sponsor

Signature

Printed Name

Title

Organization

Grantee



Signature

Kara Demirjian Huss

Printed Name

Vice President

Title

TCCI Manufacturing
Organization

City Clerk

DATE: 12/1/2022

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and Swagit for City Council Camera Upgrade Project

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Quote-Swagit	Backup Material

MEMO

DATE: December 5, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Ryan Huffer, Communications Coordinator

SUBJECT: Resolution Accepting the Proposal from Swagit and Authorizing the Council Chambers Camera Upgrade Project.

RECOMMENDATION: It is recommended by staff that this item be approved as presented and the upgrade project be authorized.

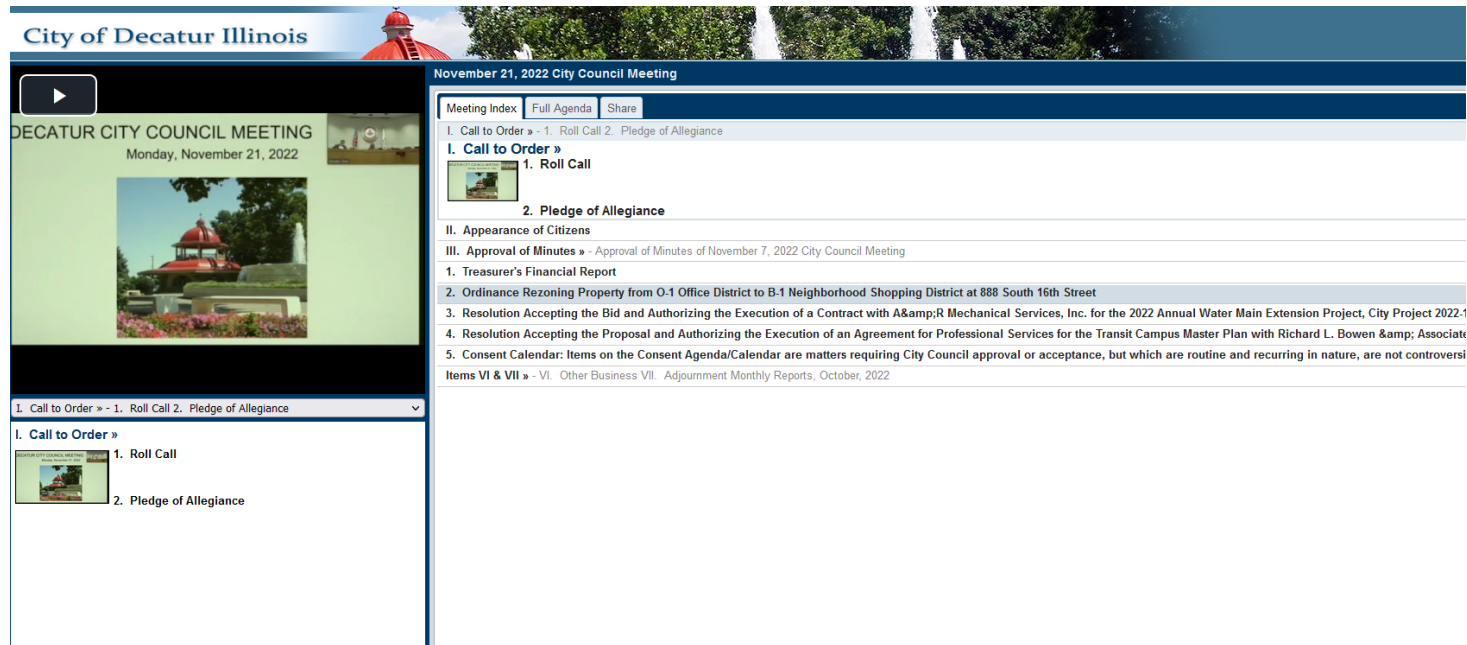
BACKGROUND: City staff is proposing an upgrade to the cameras and recording equipment for the Council Chambers. The current three camera system only records in Standard Definition (SD) and is nearing end of life. The camera production switcher is degraded, with control buttons frequently sticking and joysticks at times not responding correctly. The attached proposal from Swagit is for the Avior HD Broadcast System and would include four High Definition (HD) cameras and a new production switcher in the form of a tablet, as opposed to the obsolete controller box with joysticks we currently have. The tablet would be mobile, which means an operator would not be restricted to the room behind the chambers. The three current cameras would be replaced, and staff suggests the addition of a fourth camera to be mounted behind the Mayor's seat to better capture community speakers at the podium as well as certain discussions (such as budget) where multiple individuals are at a table where the podium usually sits. We believe this project will improve the reliability and decrease technical issues that we have faced in the past recording and broadcasting the City Council meetings.

The proposed one-time cost is \$40,806 for the cameras and recording equipment, and \$4,000 for on-site delivery and remote network configuration for a total of \$44,806. The installation will be handled by IT staff. In addition to the camera and recording equipment, staff is proposing the addition of a transcript service with "sound search" capabilities. Once our system upgrade is completed, the City's new video hosting webpage will have an included text transcript of recorded meetings. Residents will also have the option to "sound search" where they can type in a topic they are interested in, and it will take them to when those words were spoken during the meeting. That cost is \$3,600 annually. This service is recommended to aid in ADA compliance as we currently do not have a closed-captioning or transcript service. Closed-captioning services are still cost prohibitive and not included in this project, though staff will continue seek more cost-effective solutions as AI technology improves.

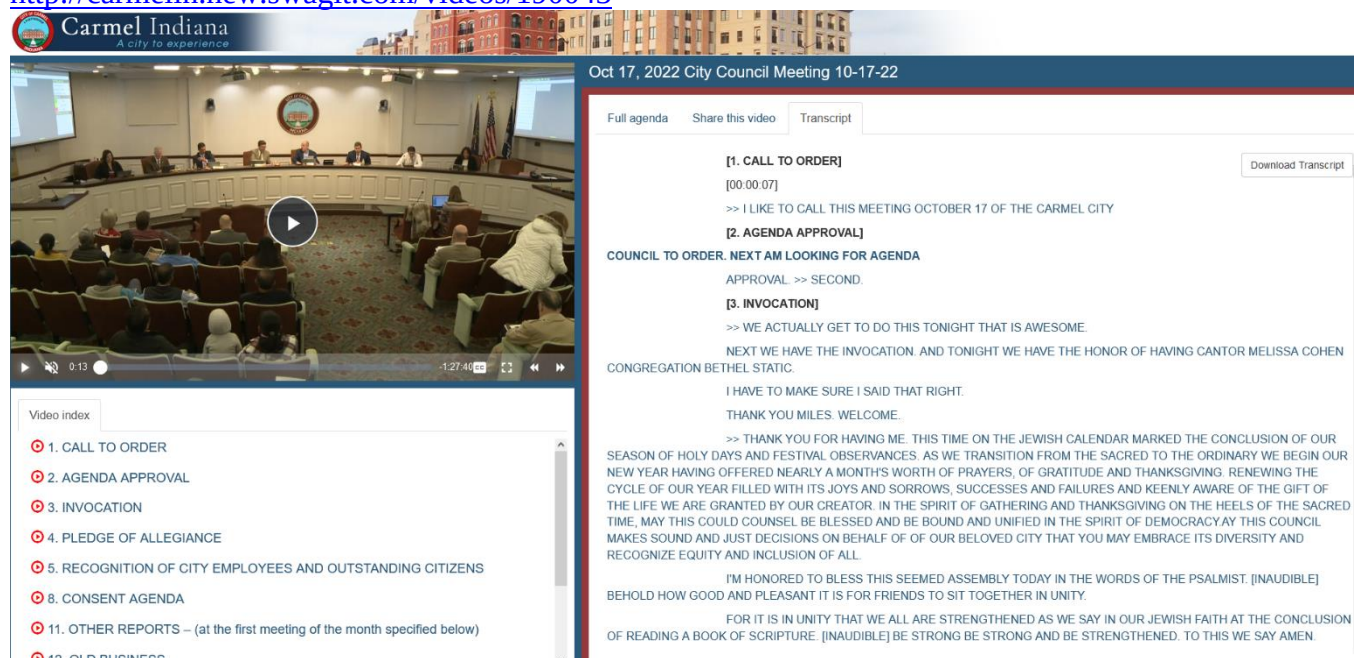
STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or jkindseth@decaturil.gov, Ryan Huffer at 450-2249 or rhuffer@decaturil.gov

BUDGET/TIME IMPLICATIONS: A majority of this upgrade can be funded by the PEG budget. There are \$34,000 unallocated funds in the PEG fund to cover this project. The remaining \$14,406 will come from the General Fund.

Picture: This is what the current webpage looks like to view recorded meetings. Currently there is no option to view a transcript of a meeting: <https://decaturil.swagit.com/play/11222022-616>



Picture: This is an example of what the upgrade to our video webpage would look like, with the addition of the "Transcript" tab to view a word-for-word transcript of a recorded meeting: <http://carmelin.new.swagit.com/videos/190043>



RESOLUTION NO. R2022_____

**RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER BETWEEN
CITY OF DECATUR, ILLINOIS AND SWAGIT FOR CITY COUNCIL CAMERA
UPGRADE PROJECT**

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

Section 1. That the quote for camera replacements and upgrade project from Swagit included in the attachments be, and it is hereby accepted, received, and placed on file.

Section 2. That the proposed upgrade project in an amount not to exceed \$44,806 be approved and a purchase order be authorized accordingly.

Section 3. That city staff of the City of Decatur is hereby authorized to order, receive, and make payment for the project as warranted.

PRESENTED AND ADOPTED this 5th day of December 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO:

Decatur, IL

Attn: Kevin B. Smith

Created Date: 11/29/2022

Valid thru 12/30/2022

Cost Summary – Avior™ Hands Free Broadcasting Suite Hardware and Setup

Hardware, Licenses, Setup, and Support				
Item #	Quantity	Description of Products / Services	Unit Cost	Extended Price
1	1	Avior™ HD Broadcast System w/CG • Four (4) Bolin Series HD PTZ CAMS • Includes camera connectors and mounts • Production switcher included for local control	\$ 40,806.00	\$ 40,806.00
2	1	On Site Delivery and Remote Network Configuration	\$ 4,000.00	\$ 4,000.00
3	1	Sound Search Transcripts (Annual Services)	\$ 3,600.00	\$ 3,600.00
Total Hardware Cost:				\$ 44,806.00
Annual Service Add-On Cost:				\$ 3,600.00

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased, and distributed by Swagit alone.

SIGNATURE & DATE _____

Building Services

DATE: 11/28/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Memorandum of Understanding Between the City of Decatur and the Decatur Public Library and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO on behalf of AFSCME Local 268.

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution & Memo of Understanding	Resolution Letter

December 1, 2022

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager 

RE: Library Collective Bargaining Agreement Amendments

The Library Board of Trustees has negotiated revisions to their agreement with AFSCME Local 268 (the same local with which the city bargains). The revisions have been approved by a union vote and by a vote of the Decatur Library Board of Trustees.

Although they operate autonomously from city government, the Decatur Public Library is still a "city" library and connected to the city for purposes of property tax extensions and appointment of their board members. For this reason, the city needs to officially concur with the amended labor agreement.

RESOLUTION NO. R2022- _____

**RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DECATUR AND THE DECATUR PUBLIC LIBRARY AND
COUNCIL 31, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO ON BEHALF OF AFSCME LOCAL 268**

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

Section 1. That the Memorandum of Understanding presented to the Council herewith between the City of Decatur and the Decatur Public Library and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO on behalf of AFSCME Local 268 be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Memorandum of Understanding on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 5th day of December, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("the "MOU") is made as of November 11, 2022, by and between the **CITY OF DECATUR** and the **DECATUR PUBLIC LIBRARY** (collectively the "Employer") and **COUNCIL 31, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO** (the "Union") on behalf of **AFSCME LOCAL 268**.

RECITALS

WHEREAS, the Employer and the Union are parties to a Collective Bargaining Agreement (the "CBA") covering the period May 1, 2017, through December 31, 2026;

WHEREAS, Employer and the Union informally discussed modifications to the CBA including a salary increase in 2023 for covered employees of three and one-half percent (3.5%) and a one-time one-half percent (.5%) bonus, adding Juneteenth as a holiday, and extending the term of the CBA for an additional year to December 31, 2027; and

WHEREAS, the Union ratified the proposed CBA modification on October 26, 2022, and the parties desire by this MOU to formally amend and modify the CBA as expressly set forth herein.

NOW, THEREFORE, in consideration of the Recitals set forth above, the parties agree as follows:

1. Article XXIV. Article XXIV of the CBA regarding Wages is struck in its entirety and replaced with the following:

"ARTICLE XXIV

WAGES

- (A) On May 1, 2017, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.
- (B) On January 1, 2018, the pay rates for all bargaining unit classifications and steps shall be increased by three-quarter percent (.75%), which rates are set forth in the attached Salary Schedules.
- (C) On January 1, 2019, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (D) On January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by one and five-tenth percent (1.5%), which rates are set forth in the attached Salary Schedules.

Salary Schedules.

- (E) On January 1, 2021, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (F) On January 1, 2022, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (G) On January 1, 2023, the pay rates for all bargaining unit classifications and steps shall be increased by three and one-half percent (3.5%), which rates are set forth in the attached Salary Schedules. At the next regularly scheduled payroll following January 1, 2023, Employees subject to this Agreement shall additionally receive a one-time bonus of one-half percent (.5%) of their annualized 2023 compensation.
- (H) On January 1, 2024, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (I) On January 1, 2025, the pay rates for all bargaining unit classifications and steps shall be increased by one and four-tenth percent (1.4%), which rates are set forth in the attached Salary Schedules.
- (J) On January 1, 2026, the pay rates for all bargaining unit classifications and steps shall be increased by one and three-quarter percent (1.75%), which rates are set forth in the attached Salary Schedules.
- (K) On January 1, 2027, the pay rates for all bargaining unit classifications and steps shall be increased by two percent (2.0%), which rates are set forth in the attached Salary Schedules.
- (L) In the event non-bargaining unit members receive a common increase in their base pay during the term of this agreement in excess of the percentages hereinabove set forth, excluding promotions and merit pay, bargaining unit members shall receive an annual salary adjustment of the same percentage.
- (M) Between January 1, 2021 and December 31, 2021, the Employer reserves the right, upon written notice to the Union, to re-open and renegotiate financial and economic provisions of the Agreement only, including, but not limited to Articles XXI and XXIV, unless the parties mutually agree to re-open other non-financial and economic provisions. If Employer re-opens any financial or economic provision of this Agreement prior to December 31, 2021 and the parties do not reach mutual agreement on such re-opened financial or economic provisions this Agreement shall terminate upon Employer providing ninety (90) day notice to the Union.” (Emphasis added to changes)

2. Article X(A). Article X(A) of the CBA which is a list of observed holidays is appended to add Juneteenth as an observed holiday.

3. Article XXXI. Article XXXI of the CBA regarding Termination is struck in its entirety and replaced with the following:

“ARTICLE XXXI

TERMINATION

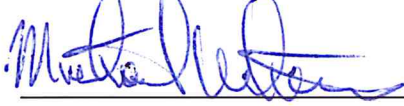
This Agreement shall be effective on May 1, 2017 and shall remain in full force and effect for a period of ten (10) years and eight (8) months until the 31st day of December, 2027. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.” (Emphasis added to changes)

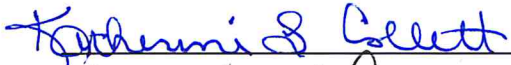
4. Ratification of Prior Agreement. Except to the extent modified by this MOU, all terms and conditions of the CBA shall remain in full force and effect. From and after the date of this MOU, all references to the CBA shall be deemed to be references to the CBA as amended by this MOU. If any of the terms and conditions of this MOU conflict with any of the terms and conditions of the CBA, then the terms and conditions of this MOU shall supersede and control.

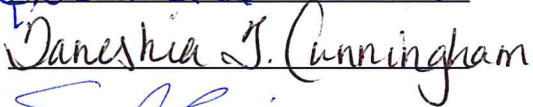
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

FOR AFSCME LOCAL 268:









Dated 11/18/22

APPROVED AND ACCEPTED BY THE
CITY OF DECATUR

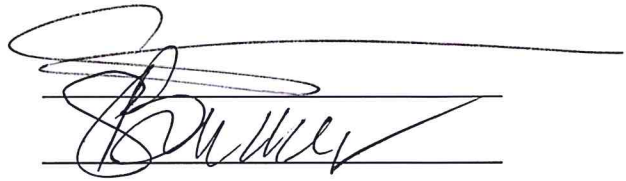
By _____
City Manager

Dated _____

ATTEST:

City Clerk

FOR DECATUR PUBLIC LIBRARY



Dated 11-18-22

Signature Page to Memorandum of
Understanding

City Clerk

DATE: 12/1/2022

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing City Manager to Purchase Property Located at 822 E. Decatur Street, and Two (2) Additional Adjoining Parcels, Decatur, Illinois

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

MEMO

DATE: December 5, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing City Manager to Purchase Property Located at 822 E. Decatur Street, and Two (2) Additional Adjoining Parcels, Decatur, Illinois

SUMMARY RECOMMENDATION: Staff recommends approval of this Resolution authorizing the Purchase of 822, 830 and 832 East Decatur Street, Decatur, Illinois.

BACKGROUND: The City received more than \$1 Million from the Howard G. Buffett Foundation to acquire, cleanup and demo properties within the Johns Hill neighborhood. The City has been carrying out these activities since 2020. The owner of the single-family home at 822 E. Decatur Street, also owns two adjacent vacant parcels. The property owner died last year, and the heirs no longer desire to own and maintain these properties. The property is currently going through probate and the legal authority to sell the property should be established this month. The City made an offer to purchase the property at the end of that process a few months ago, and the offer was accepted.

The City has already ownership control over the majority of the properties on this full city block. Staff would like to acquire this property to continue the neighborhood revitalization goals and activities already underway in John's Hill. At this time, we believe the house can be rehabbed and made available for first time homebuyers as a part of the already Council approved abandonment to rehab program. If the house cannot be cost effectively salvaged, it will be demolished and cleaned up for redevelopment as we have done with other houses on this same block.

STAFF REFERENCE: Should the City Council have any questions; they may contact Jon Kindseth at 450-2323 or jkindseth@decaturil.gov

BUDGET/TIME IMPLICATIONS: This property acquisition will be funded utilizing HGB Foundation provided funds for this neighborhood.

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING CITY MANAGER TO PURCHASE PROPERTY
LOCATED AT 822 E DECATUR STREET, AND TWO (2) ADDITIONAL
ADJOINING PARCELS, DECATUR, ILLINOIS**

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

WHEREAS: the City of Decatur, IL has been acquiring both improved and vacant properties in the John's Hill neighborhood to enhance neighborhood revitalization goals; and,

WHEREAS: the City of Decatur, IL has made an offer to purchase the single-family home located at 822 E. Decatur Street (04-12-14-330-033), along with 2 adjoining vacant parcels (04-12-14-330-034 & 04-12-14-330-038), all located adjacent to current City owned property in John's Hill neighborhood; and,

WHEREAS: the City desires to purchase this property through a Real Estate Purchase Agreement.

NOW THEREFORE, BE IT RESOLVED:

Section 1. That the City Manager, or designee, is authorized to purchase the properties at 822 E. Decatur Street (04-12-14-330-033), along with 2 adjoining vacant parcels (04-12-14-330-034 & 04-12-14-330-038), all located in Decatur, IL through a Real Estate Purchase Agreement.

Section 2. That the City Manager, or designee, is authorized to purchase the properties located at 822 E. Decatur Street (04-12-14-330-033), along with 2 adjoining vacant parcels (04-12-14-330-034 & 04-12-14-330-038), all located in Decatur, IL for an amount not to exceed Twenty-Seven Thousand Five Hundred Dollars (\$27,500).

PRESENTED and ADOPTED this _____ day of _____, 2022.

JULIE MOORE WOLFE, MAYOR

Attest:

KIM ALTHOFF, CITY CLERK

Public Works

DATE: 11/18/2022

MEMO: 2022-68

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Resolution Authorizing Lake Decatur Watershed Protection Program Agreement with Larry H. Shackelford, Trustee of the Lawrence H. Shackelford Trust.

SUMMARY RECOMMENDATION:

It is recommended that the City Council authorize a Lake Decatur Watershed Protection Program Agreement between the City and Larry H. Shackelford, Trustee of the Lawrence H. Shackelford Trust for the construction of a pond to control nutrients, sediment and erosion for a not to exceed cost to the City of \$28,743.75. This amount represents 75% of the total project cost of \$38,325.00. The remainder will be paid by the property owner.

COUNCIL PRIORITY GOALS:

This project addresses City Council's Priority Goal #6, Key Implementation Strategy #3: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and proper watershed stewardship for the future.

BACKGROUND:

Over the past two years, City staff has met with the Macon County Soil & Water Conservation District (District) board members and staff members regarding redirecting the District's focus toward the City's 2021 Watershed Management Plan. The plan is designed to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. While the District was open to this change in their focus, they had ongoing difficulties recruiting, hiring and retaining qualified watershed staff.

The long-term staffing situation resulted in the District board recently deciding that the District will no longer participate in the Lake Decatur Watershed Program. This effectively eliminated the two watershed staff positions that were funded by the City and ended their design and installation of

sediment and nutrient control measures in the watershed. In response, City staff is beginning to manage watershed conservation efforts in-house with the assistance of Northwater Consulting, the City's Watershed Management Plan consultant.

The pond to be constructed on private farmland is expected to result in these annual nutrient and sediment reductions:

Nitrogen	74.4 pounds
Phosphorus	23.4 pounds
Sediment	67.5 tons

The agreement financials are:

Owner Cost	\$ 9,581.25
Maximum City Cost (reimbursed to owner after construction)*	\$28,743.75
Total Not to Exceed Project Cost	\$38,325.00

*In order to successfully entice landowners to construct these watershed conservation projects, landowners are reimbursed by the City for 75% of the total project cost. Landowners pay for 25% of the total.

A project summary with location map is attached.

LEGAL REVIEW:

The agreement was approved by the Legal Department on September 21, 2022.

POTENTIAL OBJECTIONS: None Foreseen

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt Newell will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:

These projects are funded by the Water Lake Capital Budget - Watershed Management.

ATTACHMENTS:

Description	Type
Resolution Authorizing Lake Decatur Watershed Protection Program Agreement with Larry H. Shackelford, Trustee of the Lawrence H. Shackelford Trust	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED PROTECTION
PROGRAM AGREEMENT WITH
LARRY H. SHACKELFORD, TRUSTEE OF THE
LAWRENCE H. SHACKELFORD TRUST**

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

Section 1. That the Lake Decatur Watershed Protection Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Larry H. Shackelford, Trustee of the Lawrence H. Shackelford Trust, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Larry H. Shackelford, Trustee of the Lawrence H. Shackelford Trust, for a cost not to exceed \$28,743.75.

PRESENTED and ADOPTED this 5th day of December 2022.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

Exhibit A

**LAKE DECATUR WATERSHED
PROTECTION PROGRAM AGREEMENT**

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Agreement ("Agreement") is entered into by and between Lawrence H. Shackelford, Trustee of the Lawrence H. Shackelford Trust ("Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

1. Owner agrees to participate in City's Lake Decatur Watershed Protection ("Program") for soil erosion control, nutrient management and water quality improvements for property they own located in Macon, County, Illinois more particularly described as

Parcel III: The South East Quarter of the North East Quarter and the North East Quarter of the South West Quarter of the North East Quarter, all in Section Thirty-four (34), Township Seventeen (17), North, Range Three (3) East of the 3rd P.M., EXCEPT the following tracts:

- A. The East 233.5 feet of the North 560 feet of the Southeast ¼ of the Northeast ½ of Section 34;*
- B. The South 275 feet of the East 792 feet of the Southeast ¼ of the Northeast ¼ of said Section 34;*
- C. Beginning at an iron Pin on the East line of the Southeast ¼ of the Northeast ¼, Section Thirty-Four (34), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M., 533.35 feet North of the Southeast corner thereof; thence Northerly 241.35 feet along said East line, Southeast ¼, Northeast ¼, Section 34 to a railroad spike; thence Westerly 233.50 feet along a line parallel with the North line of said Southeast ¼, Northeast ¼, Section 34, to an iron Pin thence Northerly 121.25 feet along a line parallel with said East line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Westerly 552.50 feet along a line parallel with said North line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Southerly 221.81 feet along a line parallel with said East line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Easterly 275.00 feet along a line parallel with the South line said Southeast ¼, Northeast ¼, Section 34, to an Iron Pin; thence Southerly 139.33 feet along a line parallel with said East line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Easterly 511.00 feet along a line parallel with said South line Southeast ¼, Northeast ¼, Section 34 to said Iron Pin at the place of beginning;*
- D. Beginning at an Iron Pin on the East Line of the Southeast ¼, Northeast ¼, Section thirty-four (34), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M., 305.00 feet North of the Southeast Corner thereof; thence Northerly 228.35 feet along*

said East line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Westerly 511.00 feet along a line parallel with the South line said Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Northerly 139.33 feet along a line parallel with said East line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Westerly 275.00 feet along a line parallel with said South line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin thence Southerly 367.68 feet along a line parallel with said East line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Easterly 786.00 feet along a line parallel with said South line, Southeast ¼, Northeast ¼, Section 34 to said Iron Pin at the place of beginning Situated in Macon County, Illinois.

Parcel IV: The Northwest ¼ of the Southeast ¼ EXCEPT the West 120 feet of the South 363 feet thereof, EXCEPT ALSO the West 290 feet of the East 600 feet of the South 200 feet thereof; ALSO the South ½ of the Southwest ¼ of the North East ¼, ALSO the Northwest ¼ of the Southwest ¼ of the Northeast ¼; ALSO the East ¼ of the South East ¼ of the North West ¼; ALSO the North East ¼ of the North East ¼ of the South West ¼ all in Section 34, Township 17 North, Range 3 East of the 3rd P.M., situated in Macon County, Illinois.

Permanent Index No. 14-08-27-300-018

Permanent Index No. 14-08-27-400-004

Permanent Index No. 14-08-27-400-005

Permanent Index No. 14-08-27-400-010

Permanent Index No. 14-08-34-200-001

Permanent Index No. 14-08-34-200-002

Permanent Index No. 14-08-34-200-013

Permanent Index No. 14-08-34-400-014

and hereinafter referred to as "Property."

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

5. All drawings, specifications, reports, records, and other work product or writings developed in connection with Project are public documents and shall remain the property of City whether the Project is completed or not. Owner acknowledges and agrees that said documents are subject to disclosure under the Illinois Freedom of Information Act.

6. Owner shall not begin Project as set forth in Exhibit 1 until and unless City approves plans for Project in writing.

7. Owner shall provide documentation as required by City of all expenses and costs incurred in the installation or implementation of Project within thirty (30) days of the completion of Project. Failure to comply with this requirement for timely submission of documentation may result in partial or complete loss of rights for reimbursement for Project.

8. City shall reimburse Owner for a portion of the Project cost as set forth in Exhibit 2 within sixty (60) days following receipt of all necessary documentation demonstrating completion of Project, City inspection of compliance of Project and complete and final payment of all expenses of Project by Owner. Owner acknowledges that the reimbursement set forth in this Agreement for Project in no way implies the continued financial support for Project or maintenance of Project beyond the specified amount set forth in this Agreement.

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning, constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot checking Project for the term of this Agreement.

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the

City has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

11. Owner hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of funds provided in this Agreement or the Project undertaken by Owner, including but not limited to Owner's violation of any of the covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of Project, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the use of funds in Program or in the construction, operation or maintenance of Project.

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding becomes unavailable for any reason for Project prior to any actual construction of Project or if

the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

14. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

OWNER:

Lawrence H. Shackelford, Trustee
3569 Stare Rd
Oakley, IL 62501

CITY:

City of Decatur
City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

15. Owner and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Owner and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This is an enforceable Agreement placing specific obligations on the City and the Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

19. Time shall be considered to be of the essence of this Agreement.

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements

and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers, assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

22. A Memorandum in the form attached as Exhibit 3 shall be executed by the parties and will be recorded with the County Recorder of Deeds of the county location of Property at the City's expense evidencing the terms of this Agreement.

23. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

24. If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

25. Neither Owner, their contractors, subcontractors, or other persons or entities hired to perform any work on Project shall be deemed an agent, employee, officer or partner of the City for any matters contained in this Agreement.

26. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

CITY OF DECATUR, ILLINOIS

Lawrence H. Shackelford, Trustee of the

Lawrence H. Shackelford Trust

PRINTED NAME OF OWNER

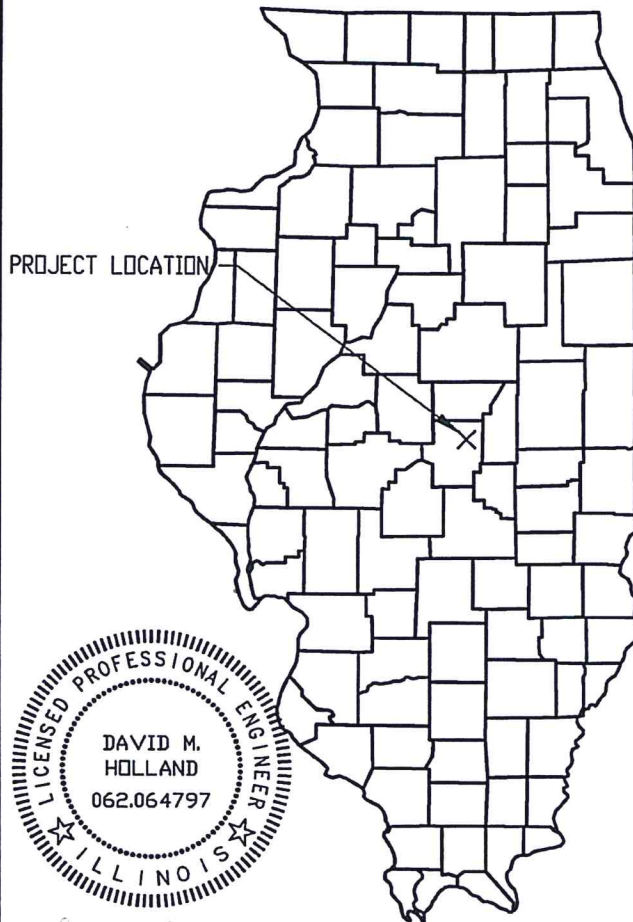
By: _____

By: Lawrence H. Shackelford

Date: _____

Date: 11/17/22

Detailed Plans For
Larry Shackelford Retention Basin BMP #74PND
Latitude: 39d 53' 16.3"N Longitude 88d 50' 46.4"
Macon County, Illinois



David M. Holland
signature

7/11/2022
date

License expires 11-30-2023

Contractor is responsible for
contacting Illinois JULIE
811 or 1-800-892-0123
www.illinois1call.com

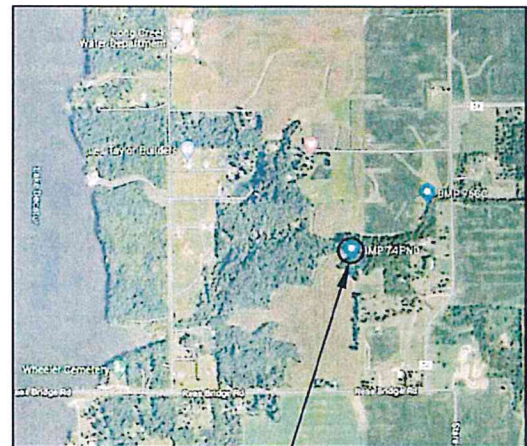
Engineering Job Class IV

STATE OF ILLINOIS

Index Of Sheets

1. Cover Sheet
2. General Notes & Specifications
3. Construction Notes & Specifications
4. Overall Plan
- 5-6. NRCS Plan Detail for Earth Dam
7. NRCS Data Sheet for Dams
8. NRCS Detail for Hood Inlet
9. NRCS Detail for Antiseep Collar
10. NRCS Detail for Pipe Outlet
11. NRCS Detail for CMP Flared End Section
- 12-13. NRCS Detail for CMP Appurtenances

VICINITY MAP



BASIN LOCATION

Sec.34, T17N, R3E

Benchmark Description:

Point #	Northing	Easting	Elevation	Description
BM 3	1,173,300.08	840,200.92	666.79	HUB
BM 4	1,173,626.18	840,359.64	666.72	HUB

Designed D. Holland 6/22
Drawn D. Holland 6/22
Checked _____
Approved _____



Natural Resources Conservation Service
United States Department Of Agriculture

COVER SHEET

File Name
IL-ENG-6
Drawing No.
1
Sheet **1 of 13**

GENERAL NOTES & SPECIFICATIONS

1. THESE CONSTRUCTION PLANS AND GENERAL INFORMATION ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.
2. THE WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL INCLUDE ALL THE NECESSARY LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO INSTALL, THE PROPOSED RETENTION BASIN, PRIMARY SPILLWAY, OUTLET PROTECTION, AND RESTORATION SEEDING INCLUDING ALL APURTANCES AS SHOWN ON THE PLANS AND AS DESCRIBED IN THESE SPECIFICATIONS.
3. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE A PART HEREOF:
- 3.1. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", AS PREPARED BY DOT, LATEST EDITION.
- 3.2. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION.
- 3.3. "CONSTRUCTION SPECIFICATIONS AND INSTRUCTIONS", AS DESCRIBED IN THE ILLINOIS URBAN MANUAL.

IN THE EVENT OF CONFLICTING SPECIFICATIONS WITH REGARD TO SITE WORK ISSUES DESCRIBED BY THE ENGINEER, THE MORE STRINGENT SPECIFICATION REQUIREMENTS SHALL GOVERN.

CONTRACTOR SHALL COMPLY WITH ALL LANDOWNER GENERAL RULES AND REGULATIONS WHICH MAY APPLY TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK TO BE PERFORMED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK TO BE PERFORMED.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
5. PRIOR TO COMMENCEMENT OF ANY OFF-SITE CONSTRUCTION, THE CONTRACTOR SHALL SECURE WRITTEN AUTHORIZATION THAT ALL OFF-SITE EASEMENTS HAVE BEEN SECURED, AND THAT PERMISSION HAS BEEN GRANTED TO ENTER INTO PRIVATE PROPERTY OR PUBLIC RIGHT-OF-WAY.
6. WHERE SECTION OR SUB-SECTION MONUMENTS AND PROPERTY OF REFERENCE MARKERS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH MONUMENTS OR MARKERS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL MONUMENTS OR MARKERS UNTIL AN AUTHORIZED SURVEYOR OR AGENT HAS BEEN NOTIFIED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A REGISTERED LAND SURVEYOR TO RE-ESTABLISH ANY MONUMENTS OR MARKERS DESTROYED BY HIS OPERATIONS.

CONSTRUCTION SHALL NOT BLOCK OFF-SITE DRAINAGE.

7. ELECTRIC, TELEPHONE, NATURAL GAS, AND OTHER UTILITY COMPANIES MAY HAVE UNDERGROUND AND/OR OVERHEAD SERVICE FACILITIES IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE CONTRACTOR SHALL CALL 800-892-0123 FOR UTILITY LOCATIONS.
8. THE CONTRACTOR SHALL CALL TO THE ATTENTION OF PROJECT MANAGER AND/OR ENGINEER ANY ERRORS OR DISCREPANCIES WHICH MAY BE SUSPECTED IN LINES AND GRADES WHICH ARE ESTABLISHED BY PROJECT MANAGER AND/OR ENGINEER, AND SHALL NOT PROCEED WITH THE WORK UNTIL ANY LINES AND GRADES WHICH ARE BELIEVED TO BE IN ERROR HAVE BEEN VERIFIED OR CORRECTED BY PROJECT MANAGER.

ALL EXISTING DETAILED SITE TOPOGRAPHY SHOWN ON THE DRAWINGS WERE PERFORMED BY OR UNDER THE SUPERVISION OF:

NORTHWATER CONSULTING LLC
1430 SOUTH COLLEGE ST
SPRINGFIELD, IL 62704
TEL: 217.544.5345

9. ALL COORDINATES AND ELEVATIONS ARE ON AN ASSUMED DATUM. BEING MARK.
10. LOCATIONS AND ELEVATIONS ARE DESCRIBED ON THE TITLE SHEET.

ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES, AND ASSOCIATED EASEMENTS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS THEREAFTER. THEREFORE, THE LOCATION OF THESE FACILITIES IS APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY PROJECT MANAGER AND/OR ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING HIS WORK.

11. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO PROJECT MANAGER.

AND/OR ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM PROJECT MANAGER PRIOR TO PROCEEDING WITH SUCH INSTRUCTIONS. THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF PROJECT MANAGER SHALL BE FINAL AND CONCLUSIVE.

14. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY PROJECT MANAGER.
15. THE CONTRACTOR SHALL INFORM PROJECT MANAGER BEFORE WORK COMMENCES.
16. BEFORE ACCEPTANCE BY PROJECT MANAGER AND/OR LANDOWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED, AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

UPON AWARD OF THE CONTRACT AND WHEN REQUIRED BY PROJECT MANAGER AND/OR LANDOWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL, AND PERFORMANCE BOND IN THE PENAL SUM OF 100 PERCENT OF THE CONTRACT GUARANTEEING BOND IN FULL FOR THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO PROJECT MANAGER AND/OR LANDOWNER.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE SURE THAT ALL NECESSARY PERMITS ARE OBTAINED AND THAT ALL REQUIRED PROTECTION OF ALL EASEMENTS FOR THE PROPER BRACING, SHORING, AND OTHER REQUIRED PROTECTION OF ALL EASEMENTS IS MAINTAINED THROUGHOUT THE CONSTRUCTION. THE CONTRACTOR SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF PROJECT MANAGER AND/OR LANDOWNER.
18. WHEREVER THE PERFORMANCE OF WORK IS INDICATED ON THE PLANS, AND NO ITEM IS INDICATED AS BEING INCIDENTAL TO THE CONTRACT, THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED UNLESS APPROVED BY PROJECT MANAGER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC THROUGHOUT THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC THROUGHOUT THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC THROUGHOUT THE CONSTRUCTION.

19. WHEREVER THE PERFORMANCE OF WORK IS INDICATED ON THE PLANS, AND NO ITEM IS INDICATED AS BEING INCIDENTAL TO THE CONTRACT, THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED UNLESS APPROVED BY PROJECT MANAGER.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC THROUGHOUT THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC THROUGHOUT THE CONSTRUCTION.

WHERE OVERHANGING BRANCHES INTERFERE WITH OPERATIONS OF CONSTRUCTION, SAID BRANCHES SHALL BE TRIMMED AND SEALED IN ACCORDANCE WITH SECTION 233.09 OF THE ILLINOIS CONSTRUCTION CODE. THE COST OF SUCH TRIMMING AND SEALING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TRIMMING AND SEALING OF ALL BRANCHES INTERFERING WITH OPERATIONS OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TRIMMING AND SEALING OF ALL BRANCHES INTERFERING WITH OPERATIONS OF CONSTRUCTION.

21. IT SHALL BE THE RESPONSIBILITY OF EACH RESPECTIVE CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL MATERIALS AND DEBRIS FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL MATERIALS AND DEBRIS FROM THE SITE.
22. WHERE OVERHANGING BRANCHES INTERFERE WITH OPERATIONS OF CONSTRUCTION, SAID BRANCHES SHALL BE TRIMMED AND SEALED IN ACCORDANCE WITH SECTION 233.09 OF THE ILLINOIS CONSTRUCTION CODE. THE COST OF SUCH TRIMMING AND SEALING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TRIMMING AND SEALING OF ALL BRANCHES INTERFERING WITH OPERATIONS OF CONSTRUCTION.

THE CONTRACTOR SHALL KEEP A SET OF "APPROVED" CONSTRUCTION PLANS ON THE JOB SITE, AND SHALL MAINTAIN (AS INDICATED HEREIN AND ELSEWHERE WITHIN THESE CONSTRUCTION NOTES, SPECIFICATIONS, AND PLANS) A LEGIBLE RECORD ON SAID PLANS OF ANY FIELD TILE ENCOUNTERED, ANY MODIFICATIONS/ALTERATIONS TO ALIGNMENT AND/OR TO PLANS AND SPECIFICATIONS OF PROPOSED IMPROVEMENTS, ETC. UPON COMPLETION OF THE CONTRACTOR'S WORK, SAID PLANS AND INFORMATION SHALL BE FURNISHED TO PROJECT MANAGER. FINAL CONTRACT PAYMENT SHALL NOT COME DUE UNTIL THIS INFORMATION IS RECEIVED.

23. THE CONTRACTOR SHALL SUBSCRIBE TO ALL GOVERNING REGULATIONS AND SHALL OBTAIN ALL NECESSARY PUBLIC AGENCY PERMITS. THE CONTRACTOR, BY USING THESE DRAWINGS FOR THEIR WORK, AGREES TO HOLD HARMLESS PROJECT MANAGER, LANDOWNER AND SCOPE OF THEIR WORKING (CONCERNED) AND THEIR EMPLOYEES WHILE ACTING WITHIN THE SCOPE OF THEIR WORKING (CONCERNED) AND THEIR EMPLOYEES WHILE ACTING WITHIN THE SCOPE OF THEIR WORKING (CONCERNED) AND THEIR EMPLOYEES WHILE ACTING WITHIN THE SCOPE OF THEIR WORKING (CONCERNED).
24. THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF PROJECT MANAGER, LANDOWNER, AND ENGINEER.

SEEDING & MULCHING

Material	Kind	Lbs/Acre	Total lbs
Seed	Smooth Brome	24	
	Timothy	10	
	Redtop	8	
Companion Crop	Oats	32	
Nitrogen (N)		120	
Phosphorus (P2O5)		120	
Potassium (K2O)		120	
Lime	as needed		
Temporary Seeding	as needed		
Mulch	2.0 Tons/Ac		

Seeding Period: Late winter to 5/15, B/L to 9/10/

1. Prepare a firm seedbed. After the practice has been constructed to the design requirements, spread lime and fertilizer uniformly. Incorporate it into the soil to a depth of 3-4 inches with suitable equipment.
2. Seed grasses. Place seed 1/4 to 1/2 inch deep in a firm, even seedbed with a corrugated, roller-type seeder. A grain drill or broadcast seeder may be used if followed by a corrugated roller or harrow to cover seed. A companion crop may be seeded at the same time and covered in the same manner.
3. Use temporary vegetative cover when construction is completed in early summer, to stabilize the practice until a permanent grass mixture can be seeded. Remove the stabilizing crop prior to seeding permanent grass.
4. When seeding, it shall be applied uniformly and anchored. Hay or straw may be anchored by mechanical treading, a spray coating of stabilizing material, or with paper netting. Commercial mulch products will be anchored as specified by the manufacturer.

Date	6/22	Designed	D. HOLLAND
	6/22	Checked	D. HOLLAND
		Approved	

GENERAL NOTES & SPECIFICATIONS



File No.	
Drawing No.	

1. Site Preparation

- [illegible]

- drainage channels, and stream diversions necessary to protect the areas to be occupied by the permanent works. The contractor shall also furnish, install, operate, and maintain the necessary equipment and facilities for the diversion of water from various parts of the work and for maintaining the excavations, exposed by the work, in a safe condition. The contractor shall be responsible for obtaining approval from the regulatory agency for constructing each part of the work. After having secured their purpose of temporary protective works shall be removed or leveled and eroded by the action of the water. The contractor shall be responsible for the removal of water to the delivery or outlet works and so as not to interfere in any way with the operation of the outlet works. The contractor shall be responsible for the removal of water until the flow can be passed through the permanent works. The removal of water from this required excavation and the foundation shall be accomplished in a manner that will not cause any damage to the permanent works. The contractor shall be responsible for the required excavations and will also satisfactory performance of all construction work. The contractor shall be responsible for the removal of water from the bottom of the excavation at each location which may require draining the water sumps from which the water and be pumped.
7. Stabilization
7.1. Areas shall be graded to provide proper drainage and left in a slightly eroded condition.
- 7.2. All exposed surfaces of the embankment, fillings, and borrow areas and borrow pits shall be stabilized by seeding, liming, mulching and mulching in accordance with local Natural Resources Conservation Service Standards and Specifications.
8. Erosion and Sediment Control
8.1. Construction operations shall be carried out in such a manner that erosion will be minimized. State and local laws concerning pollution abatement will be followed.

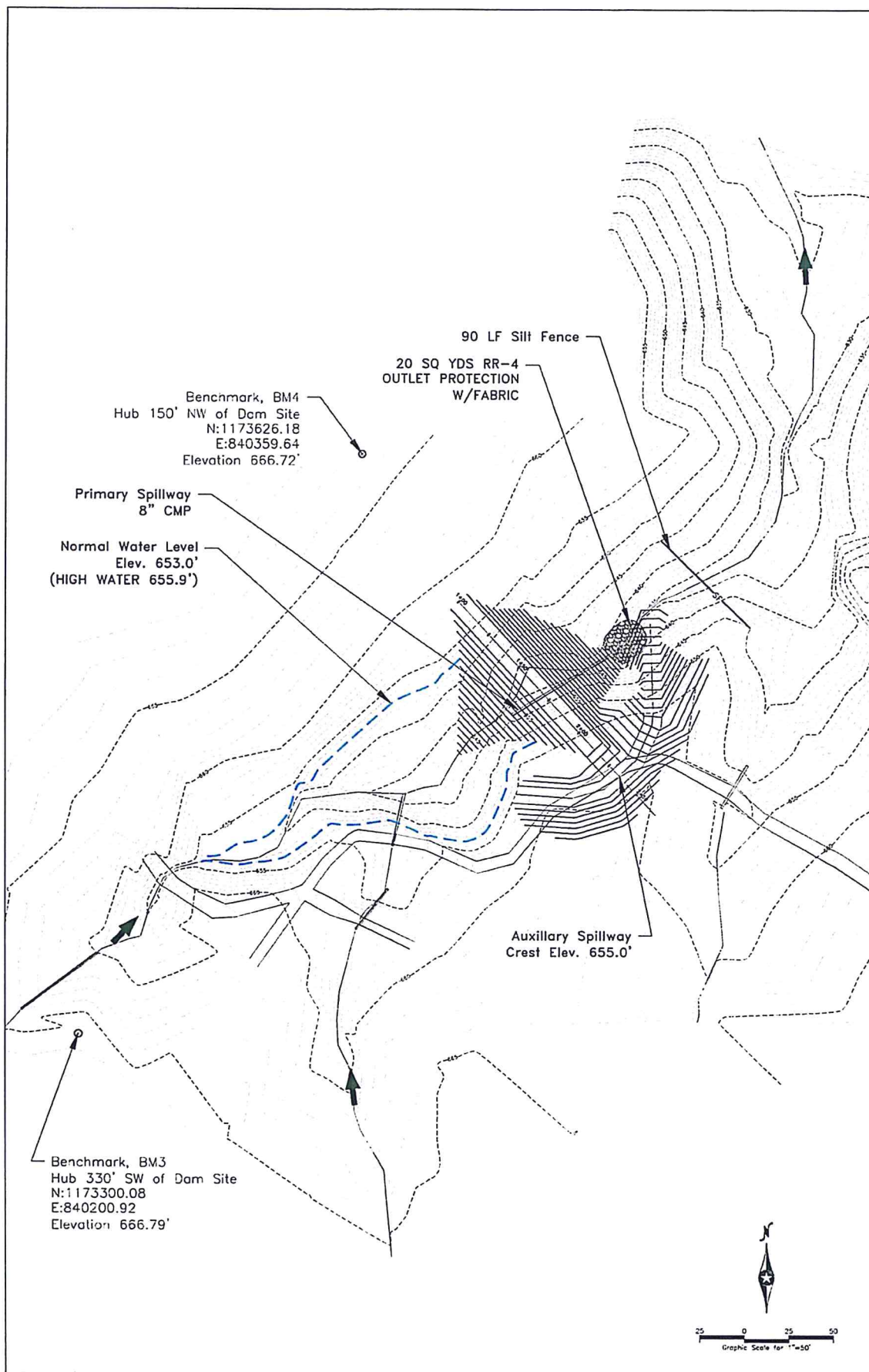
CONSTRUCTION NOTES & SPECIFICATIONS




northwater
 WATER + GEOSCIENCE EXPERTS
www.northwater.com

Landowner	SHACKELFORD
BNP No.	74PND

Sheet 3 of 13



Designed	D. Holland	Date 6/22
Drawn	D. Holland	6/22
Checked		
Approved		



northwater
WATER + GEOSCIENCE EXPERTS
www.northwaterco.com

SITE PLAN

BMP #74PND

LARRY SHACKELFORD

Sheet 4 of 13

Date _____
 Designed D. HOLLAND
 6/22
 Checked _____
 6/22
 Approved _____

PLAN FOR EARTH DAM WITH HOOD INLET PRINCIPAL SPILLWAY

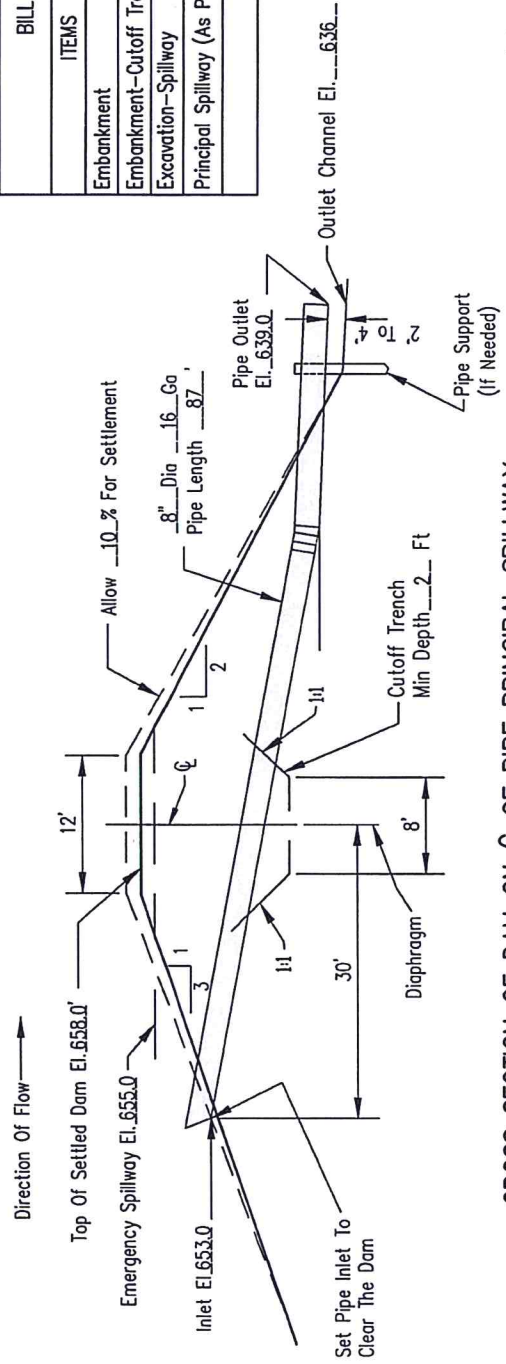


File No. IL-ENG-42
 Drawing Set
 Page 1 of 2
 Sheet 5 of 13

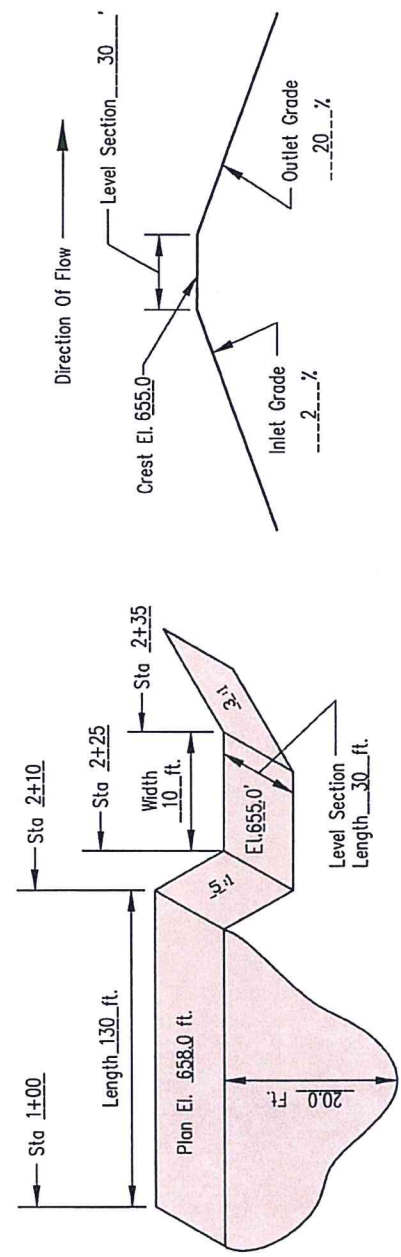
BILL OF MATERIALS		
ITEMS	UNIT	QUANTITY
Embankment	Cu. Yd.	1,600
Embankment-Cutoff Trench	Cu. Yd.	300
Excavation-Spillway	Cu. Yd.	110
Principal Spillway (As Per Detail)	Each	1

LOCATION OF MAP

Sec. 34, T.17N, R. 3E
 B.M. Elevation 666.72'
 B.M. Description HUB
 150' NW of Dam Site

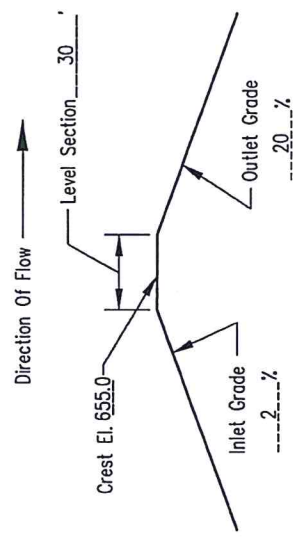


CROSS SECTION OF DAM ON C OF PIPE PRINCIPAL SPILLWAY



SKETCH OF DAM

PROFILE ON CENTERLINE
OF EMERGENCY SPILLWAY



Not To Scale

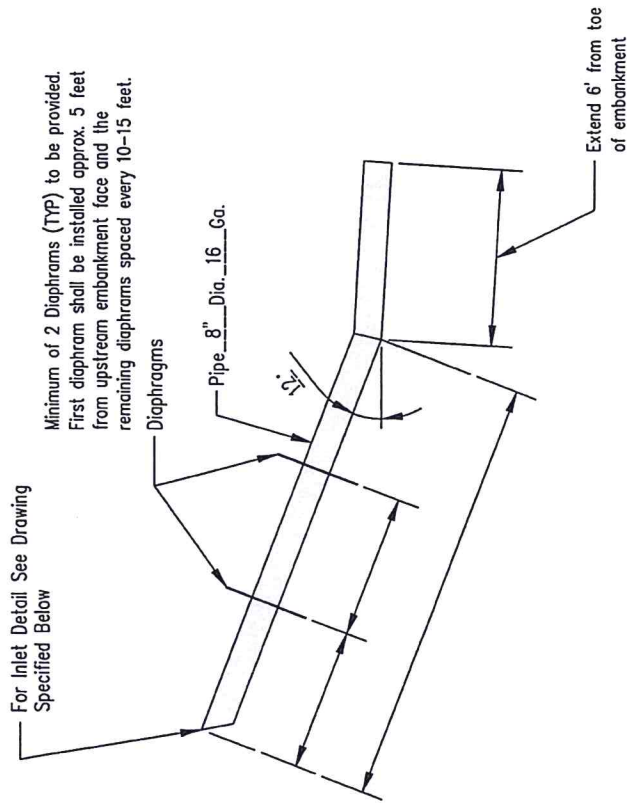
Landowner	LARRY SHACKELFORD	Location	BMP #74PND
-----------	-------------------	----------	------------

MATERIALS NEEDED FOR TUBE INSTALLATION

- Pipe Material: CMP (x) Steel () Aluminum () Other _____ ()
 Coating Type: Galvanized (x) Aluminumized () Polymer Coated ()
 Seam Type: Helical (x) Annular, Caulked & Close Riveted ()
 Corrugations: $2\frac{3}{8} \times 1\frac{1}{2}$ () 3×1 () Other _____ ()
- Barrel: 87 ft. 8" dia. 16 ga
 - Connecting Bands:
 - _____ each watertight _____ corrugations wide _____ ga. with 4 rods and lugs per band.
 - Galvanized (x) Aluminumized () Polymer coated () Welded Joints () Aluminum ()
 - Diaphragms: Galvanized (x) Steel () Aluminum () Polymer Coated ()
 - 4 each, 4 ' x 4 ' , _____ ga. or _____ " thick.
 - Asphalt Mastic with Fibers Reinforced, _____ gal.
 - Structural Steel
 - Trash Rack
 - Guard Rail
 - (1) Rectangular Type _____ lbs. (1) Pipe _____ lin. ft.
 - (2) Conical Type _____ lbs. (2) Angle Iron _____ lbs.
 - Concrete required: Yes () No (x) _____ cubic yards
 - Pipe Support: Yes () No ()

Construction and Material Specifications:

Notes:



Referenced Standard Drawings

- ☒ Hood Inlet
 Dwg No. IL-ENG-216
- ☐ Trash Rack
 Dwg No. _____
- ☐ Pipe Support
 Dwg No. _____
- ☒ Diaphragms
 Dwg No. IL-ENG-213

By _____ date _____

Elev.: Inlet 653.0 Aux. Sp. 655.0 Settled Fill 658.0

Figure 1 is a graph showing the relationship between Temperature Storage (ac. ft.) on the y-axis and Stage, Feet on the x-axis. The y-axis ranges from 0.0 to 0.7, and the x-axis ranges from 653.0 to 656.0. A solid curve represents the fitted model, and a dashed line represents the linear regression. The equation for the linear regression is $Y = -0.0185x^2 + 24.305x - 8057.2$. Data points are labeled with values: 0.02, 0.24, 0.30, 0.56, and 0.65.

Sheet 7 of 13

HOOD INLET FOR 6" TO 30" CORRUGATED METAL PIPE

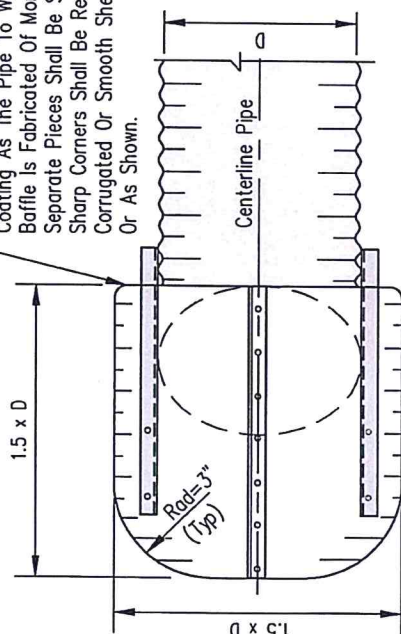


GAGE OF METAL BAFFLE AND DIMENSIONS OF ANGLE BRACE					
Dia. of Pipe D (Inches)	Cage of Baffle	a	b	c	d
6, 8 Or 10	16	Not Required			
12	16	8	3 3/4	9	5
15	16	9	4 7/8	9	6 1/2
18	16	10	6	9	8
21	16	10	7 1/8	9	9 1/2
24	14	13	8 1/4	12	11
30	14	13	10 1/2	12	14
					8

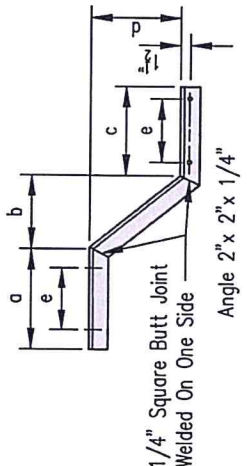
NOTES:

1. All nuts, bolt and washers shall be galvanized, cadmium plated or stainless steel.
2. All bolts shall be 1/2" x 1/2" with nut and split washer.
3. Steel angles shall be galvanized.
4. Holes in the angle brace shall be spaced and located to match corrugations in pipe and baffle.
5. All cuts shall be saw or shear cuts.
6. All galvanizing damaged by cutting, drilling, or welding shall be repaired as follows.
 A) All loose and cracked coating shall be removed by wire brushing and all dirt and greasy material by a suitable solvent.
 B) The damaged area shall be painted with two coats of Zinc Dust-Zinc Oxide primer, followed by a heavy coat of Fibrated Asphalt Mastic.
7. Angle brace is optional for 12" and 15" diameter pipe.

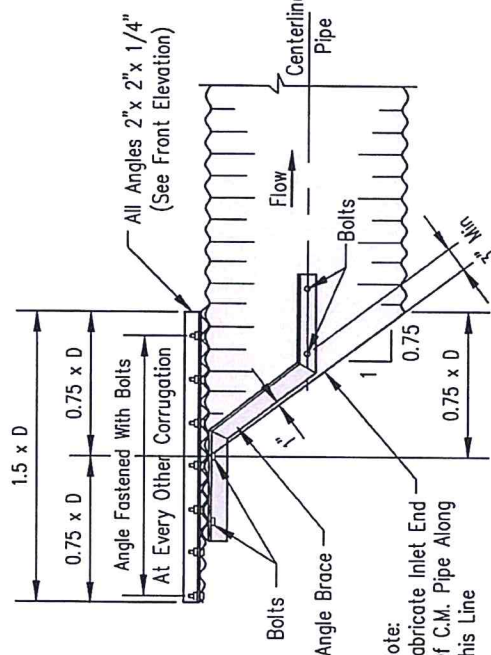
Metal Baffle Shall Be The Same Material And Have The Same Coating As The Pipe To Which It Is Attached. Where Metal Baffle Is Fabricated Of More Than One Piece Of Metal, The Separate Pieces Shall Be Securely Fastened To Each Other. Sharp Corners Shall Be Removed. Metal Baffle May Be Made Of Corrugated Or Smooth Sheet Metal And Shaped Circular, Square Or As Shown.



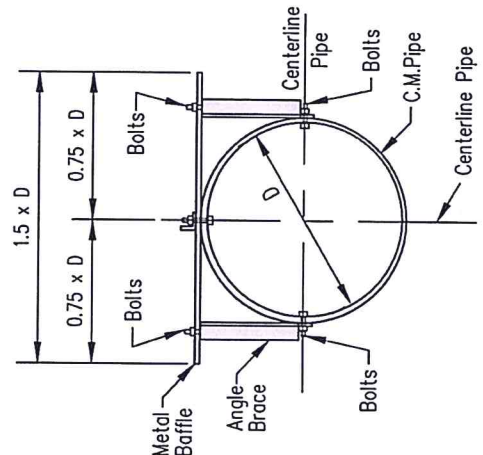
PLAN



ANGLE BRACE DETAIL
 (1 Left And 1 Right Required For Each Baffle)



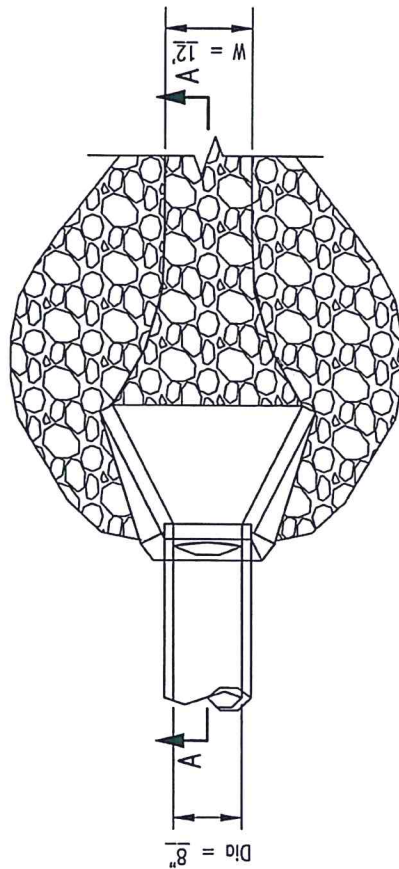
SIDE ELEVATION



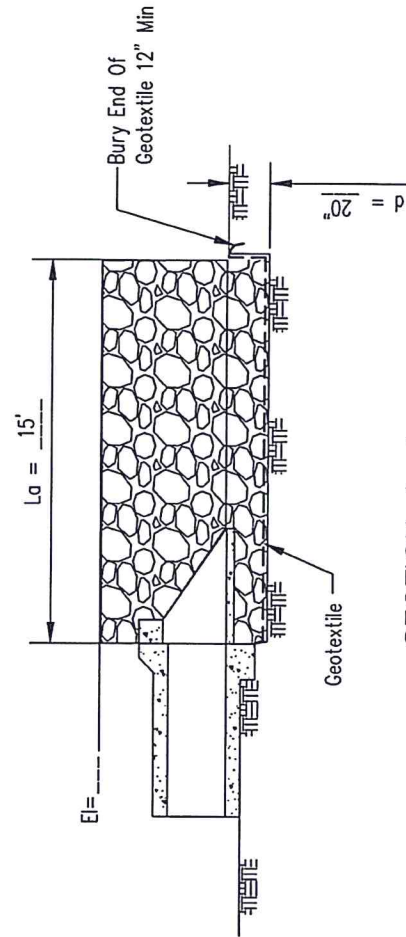
FRONT ELEVATION

Note:
 Fabricate Inlet End Of C.M. Pipe Along This Line

Pipe Outlet To Well-Defined Channel



PLAN



SECTION A-A

NOTES:

1. The rock riprap shall meet IDOT requirements for Gradation No. 4, Quality Designation "A" or as designated by engineer.
2. Geotextile (non-woven) minimum criteria:
 Weight of Geotextile (oz/sq.yd.) 6
 Tensile strength (lb) ASTM D 4632 180
 Elongation at failure (%) ASTM D 4632 ≥ 50
 Puncture (lb) ASTM D 4833 80
 Ultraviolet light (% residual tensile strength) ASTM D 4355 min 70
 Apparent opening size (AOS) ASTM D 4751 max 40 sieve
 Permittivity sec⁻¹ ASTM D 4491 min 0.70
3. Any geotextile splices shall overlap a minimum of 18 inches, with upstream or upslope geotextile overlapping the abutting downslope geotextile.
4. Apron shall extend across the channel bottom and up the channel banks to an elevation one foot above the maximum tailwater depth or to the top of bank.
5. Rock thickness d shall be at least 1.5 times the riprap D₁₀₀ size.
6. Apron length L_a and rock riprap shall be sized according to Illinois Urban Manual Rock Outlet Protection standard 910 minimum L_a = 10 ft.

PIPE OUTLET TO CHANNEL

Date	6/22
Designed	D. HOLLAND
Drawn	D. HOLLAND
Checked	
Approved	

CULVERT FLARED END SECTION FOR 12" TO 60" CORRUGATED METAL PIPE

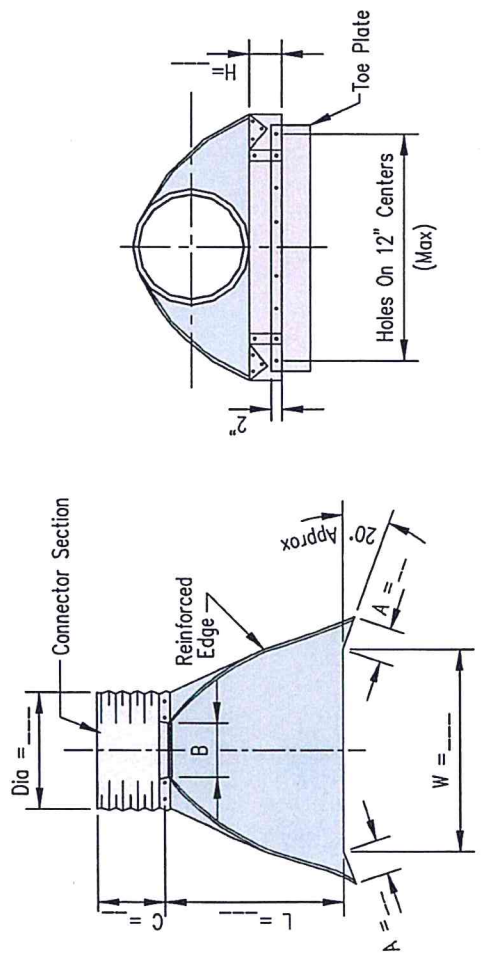


PIPE DIA	SHEET THICKNESS	DIMENSIONS					
		A * 1"	B MAX	H * 1"	L * 1 1/2"	W * 2"	C
12"	.064"	6"	6"	6"		24"	24"
15"	.064"	7"	8"	6"	26"	30"	24"
18"	.064"	8"	10"	6"	31"	36"	24"
24"	.064"	10"	13"	6"	41"	48"	24"
30"	.079"	12"	16"	8"	51"	60"	24"
36"	.079"	14"	19"	9"	60"	72"	36"
42"	.109"	16"	22"	11"	69"	84"	36"
48"	.109"	18"	27"	12"	78"	90"	36"
54"	.109"	18"	30"	12"	84"	102"	36"
60"	.109"-138"	18"	33"	12"	87"	114"	36"

* = Tolerance Plus or Minus

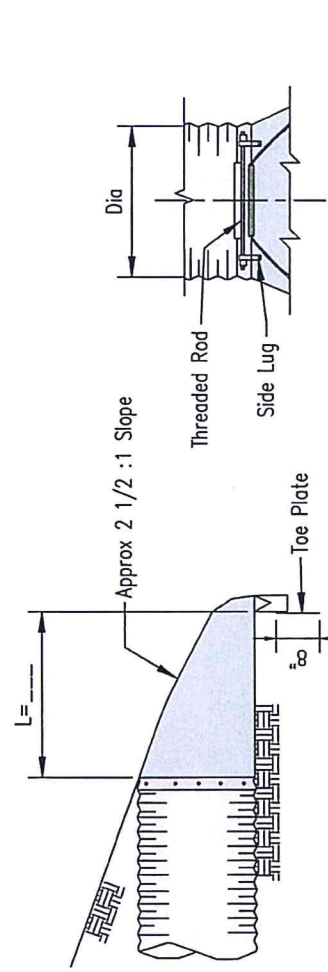
NOTES:

1. Toe plate, where needed, to be punched to match holes in skirt lip.
3/8" galvanized bolts to be furnished. Length of toe plate is W+10" for 12" to 30" diameter pipe and W+22" for 36" to 60" diameter pipe.
2. Skirt section for 12" to 30" diameter pipe to be made in one piece.
3. Skirt section for 36" to 54" pipe to be made from two sheets joined by riveting or bolting on center line. 60" may be constructed in 3 pieces.
4. Connector section, corner plate and toe plate to be same sheet thickness as skirt.
5. End sections and fittings are to be galvanized steel or aluminum alloy for use with like pipe.
6. Where flared end sections are to be used with bituminous coated and paved metal pipe, they are to be galvanized only.



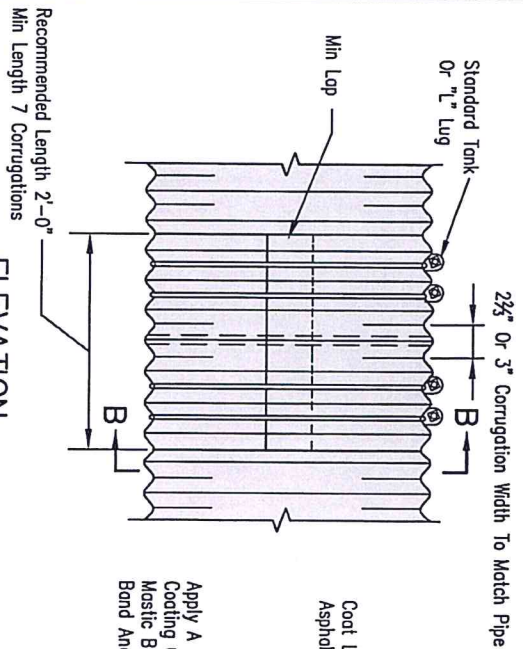
ELEVATION

PLAN



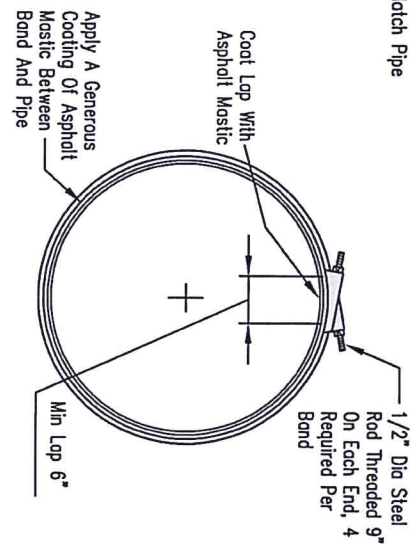
TYPICAL CROSS SECTION

ALTERNATE CONNECTION



ELEVATION

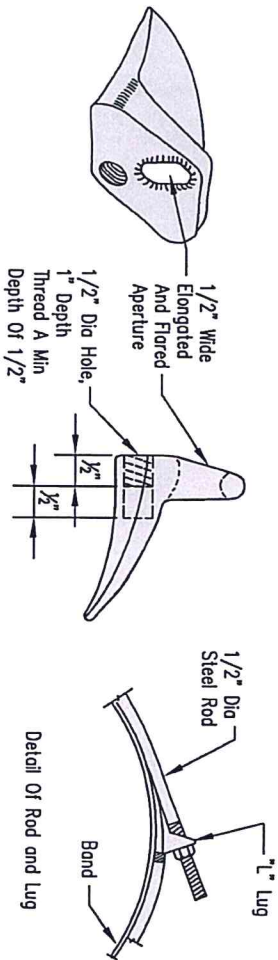
SECTION B-B



NOTES FOR COUPLING BANDS:

1. Materials and coatings of watertight couplings bands, sleeve joint and helical metal bands shall be the same as that specified for the pipe.
2. All tank lugs, rods and nuts shall be galvanized steel. Where aluminum bands are used, the rods and lugs shall be separated from the aluminum bands by at least two layers of 2" wide plastic tape with a total thickness of 24 mils or more.
3. Corrugated metal coupling bands may be fabricated from one or two pieces with equal minimum lap lengths.

DETAILS OF WATERTIGHT COUPLING BAND FOR ANNULAR OR REROLLED HELICAL PIPE

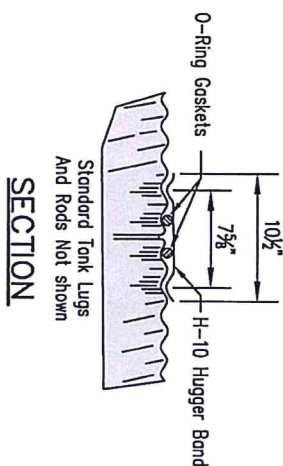
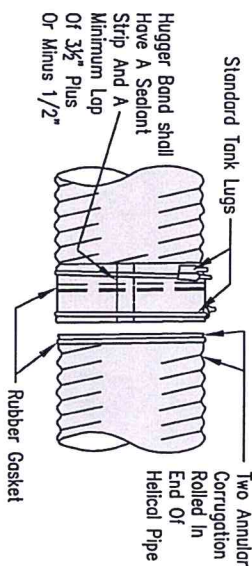


ISOMETRIC VIEW

ELEVATION

ALTERNATE "L" LUG

ELEVATION



DETAILS OF HUGGER BAND FOR HELICAL PIPE

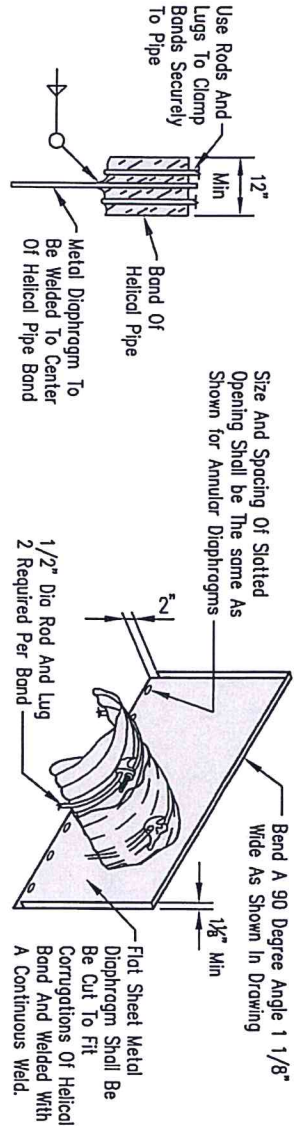
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File No.	11-ENG-213
Drawing No.	Page 1 of 2
Sheet	12 of 13



APPURTENANCES FOR CORRUGATED METAL PIPE STRUCTURES

Designed	D. HOLLAND	Date	7/18
Drawn	M. QUINONES		11/1/13
Checked			
Approved			

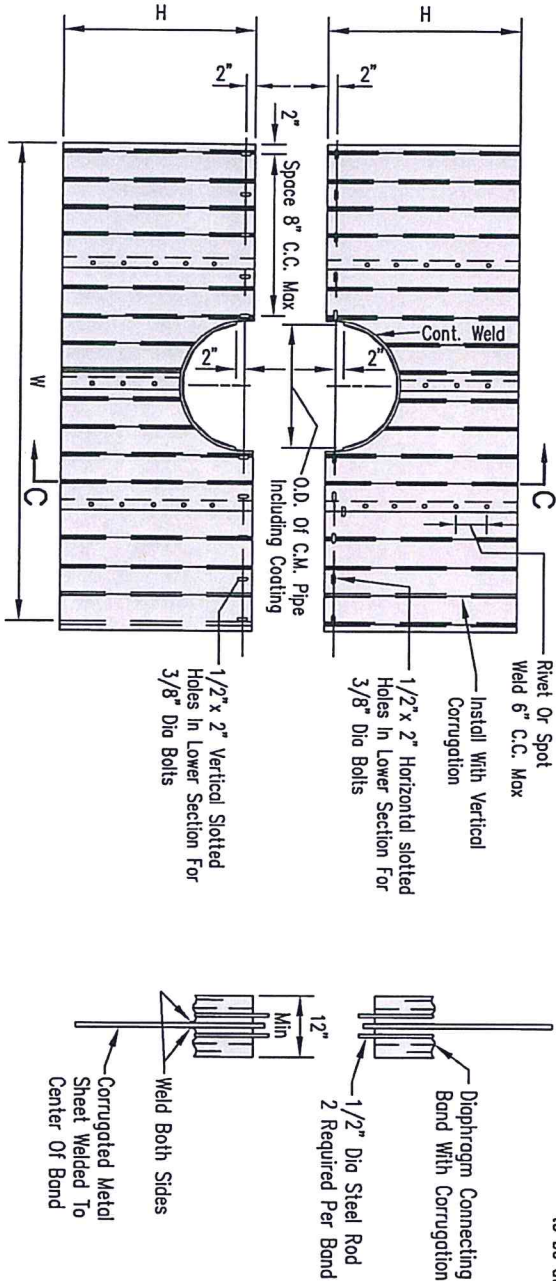


- Notes For Diaphragms
1. Materials and coating for all diaphragms shall be the same as that specified for the pipe.
 2. Diaphragms shall be shop fabricated, assembled and marked by painting to identify matching half sections each diaphragm.
 3. The laps between the half sections and between the pipe and connecting bands shall be caulked with fibroated asphalt mastic at the time of installation.
 4. All tank lugs, rods, and nuts shall be Galvanized steel. Where aluminum diaphragms are used, the rods and lugs shall be separated from the aluminum bands by at least two layers of 2" wide plastic tape with a total thickness of 24 mils or more.
 5. The diaphragms shall be welded to the connecting band as shown on the drawings. All welds shall be treated as specified for class I, II and III welds, miscellaneous.
 6. Bands shall be fabricated from material having the same class of corrugations as the pipe to which it is to be attached.

PARTIAL ELEVATION

DETAILS OF HELICAL PIPE DIAPHRAGMS

ISOMETRIC VIEW



PARTIAL ELEVATION

SECTION C-C

DETAILS OF ANNULAR PIPE DIAPHRAGMS

DIAPHRAGM DIMENSION TABLE			
Nonnal Diaphragm	Fabrication Diaphragm		
Size	V (Width)	H (Height)	
4' x 4'	4'-0"	2'-2"	
5' x 5'	5'-0"	2'-8"	
6' x 6'	6'-0"	3'-2"	
7' x 7'	7'-0"	3'-8"	
8' x 8'	8'-0"	4'-2"	
9' x 9'	9'-0"	4'-8"	
10' x 10'	10'-0"	5'-2"	

Not To Scale

File No.
11-ENG-213
Drawing No.
Page 2 of 2
Sheet 13 of 13



APPURTENANCES FOR CORRUGATED METAL PIPE STRUCTURES

Date	
Designed	0. HOLLAND 7/18
Drawn	H. GUINONES 11/1/13
Checked	
Approved	

**Lake Decatur Watershed
Protection Program Agreement
Project Expenses and Reimbursement**

Owner Name: Larry Shackelford Trustee Application Number: LDWPP 2022-003 (74PND)

Name and Address of Contractor	Bid Price
Hutchens Bulldozing, Inc. 2049 East 1350 North Road Assumption, IL 62510 217-226-4334	\$36,500.00

Owner will not allow any work to begin prior to both parties approval of this Agreement.

Owner will not be reimbursed for more than the City Reimbursement to Owner excluding any approved change order. Owner understands that a change order, if deemed necessary, must be approved in writing by the City prior to the start of any change order. A 5% contingency has been added for minor change orders.

$$\begin{array}{rcccl} \$ & \underline{36,500.00} & + & \underline{\$1,825.00} & = & \$ & \underline{38,325.00} \\ & \text{Bid Price} & & \text{5\% Contingency} & & & \text{Total Not to Exceed Project Cost} \end{array}$$

$$\text{Owner Reimbursement: } \$ \frac{38,325.00}{\text{Total Project Cost}} \times 75\% = \$ \frac{28,743.75}{\text{Maximum City Reimbursement to Owner}}$$

MEMORANDUM OF WATERSHED PROTECTION AGREEMENT

THIS MEMORANDUM WITNESSETH that Lawrence H. Shackelford, Trustee of the Lawrence H. Shackelford Trust, OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into an Lake Decatur Watershed Protection Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in Macon County, Illinois, to-wit:

Parcel III: The South East Quarter of the North East Quarter and the North East Quarter of the South West Quarter of the North East Quarter, all in Section Thirty-four (34), Township Seventeen (17), North, Range Three (3) East of the 3rd P.M., EXCEPT the following tracts:

- A. The East 233.5 feet of the North 560 feet of the Southeast ¼ of the Northeast ½ of Section 34;*
- B. The South 275 feet of the East 792 feet of the Southeast ¼ of the Northeast ¼ of said Section 34;*
- C. Beginning at an iron Pin on the East line of the Southeast ¼ of the Northeast ¼, Section Thirty-Four (34), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M., 533.35 feet North of the Southeast corner thereof; thence Northerly 241.35 feet along said East line, Southeast ¼, Northeast ¼, Section 34 to a railroad spike; thence Westerly 233.50 feet along a line parallel with the North line of said Southeast ¼, Northeast ¼, Section 34, to an iron Pin thence Northerly 121.25 feet along a line parallel with said East line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Westerly 552.50 feet along a line parallel with said North line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Southerly 221.81 feet along a line parallel with said East line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Easterly 275.00 feet along a line parallel with the South line said Southeast ¼, Northeast ¼, Section 34, to an Iron Pin; thence Southerly 139.33 feet along a line parallel with said East line Southeast ¼, Northeast ¼, Section 34 to an Iron Pin; thence Easterly 511.00 feet along a line parallel with said South line Southeast ¼, Northeast ¼, Section 34 to said Iron Pin at the place of beginning;*

D. Beginning at an Iron Pin on the East Line of the Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$, Section thirty-four (34), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M., 305.00 feet North of the Southeast Corner thereof; thence Northerly 228.35 feet along said East line Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$, Section 34 to an Iron Pin; thence Westerly 511.00 feet along a line parallel with the South line said Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$, Section 34 to an Iron Pin; thence Northerly 139.33 feet along a line parallel with said East line Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$, Section 34 to an Iron Pin; thence Westerly 275.00 feet along a line parallel with said South line Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$, Section 34 to an Iron Pin thence Southerly 367.68 feet along a line parallel with said East line Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$, Section 34 to an Iron Pin; thence Easterly 786.00 feet along a line parallel with said South line, Southeast $\frac{1}{4}$, Northeast $\frac{1}{4}$, Section 34 to said Iron Pin at the place of beginning Situated in Macon County, Illinois.

Parcel IV: The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ EXCEPT the West 120 feet of the South 363 feet thereof, EXCEPT ALSO the West 290 feet of the East 600 feet of the South 200 feet thereof; ALSO the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the North East $\frac{1}{4}$, ALSO the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; ALSO the East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the North West $\frac{1}{4}$; ALSO the North East $\frac{1}{4}$ of the North East $\frac{1}{4}$ of the South West $\frac{1}{4}$ all in Section 34, Township 17 North, Range 3 East of the 3rd P.M., situated in Macon County, Illinois.

Permanent Index No. 14-08-27-300-018

Permanent Index No. 14-08-27-400-004

Permanent Index No. 14-08-27-400-005

Permanent Index No. 14-08-27-400-010

Permanent Index No. 14-08-34-200-001

Permanent Index No. 14-08-34-200-002

Permanent Index No. 14-08-34-200-013

Permanent Index No. 14-08-34-400-014

Situated in Macon County,
Illinois. ("Property"),

Said Agreement is for a term beginning on date of completion of Projects which is ____ day of _____, 20__ and terminating twenty-five years from said date for all retention structures and ten years from said date for all other land adjustments, conservation projects and cropping or management projects and has been signed by the Parties. This Agreement and covenants and responsibilities contained in the Agreement shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this _____ day of _____, 20__.

OWNER:

BY: Jawana G. Drakeford

Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: _____
Scot Wrighton, City Manager

EXHIBIT 3

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
List of properties to be demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: December 5, 2022

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of five (5) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1038 W Decatur

524 S Haworth

845 W Waggoner

326 W Sawyer

1245 E Johns

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 5th day of December 2022.

Julie Moore Wolfe, Mayor

ATTEST: _____

Kim Althoff, City Clerk

Council Memo December 5, 2022

Resolution Authorizing Actions Regarding Unsafe Structures

Decatur, 1038 W. This property was posted as Unfit for Human Habitation in January 2022. Property has multiple exterior violations including roof and gutter damage, peeling and chipping paint throughout, broken windows, falling fence, debris and overgrowth in backyard, inoperable truck in driveway.

Sawyer, 326 W. This property was posted as Unfit for Human Habitation in October 2022. House has numerous interior and exterior violations that need to be fixed to meet minimum standards.

Waggoner, 845 W. This property was posted as Unfit for Human Habitation in October 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Haworth, 524 S. This property was posted as Unfit for Human Habitation in July 2022. Property has severe violations on the interior - it's apparent the trees overhanging property have punctured the roof and caused severe interior damage. Interior is unsafe - holes in floor and stairs present a clear danger. Most interior surfaces are extremely damaged.

Johns, 1245 E. This property was posted as Unfit for Human Habitation in November 2021. Posted house as Unfit for Human Habitation for the following reasons: [1] No active water (Per City of Decatur Water Dept. water has been inactive since Aug 14, 2018) [2] Severe lack of maintenance. Observed the following violations on house: Roof (severe damage to roof with holes, missing shingles, fascia boards damaged/missing, soffits damaged) Exterior (walls have holes, peeling paint, siding detaching) Windows (broken/missing/peeling paint). Front porch (broken/missing windows, steps damaged) Interior (holes in ceiling, floors, walls)

Public Works

DATE: 11/28/2022

MEMO: 2022-72

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:
**Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order
Furnishing Water Treatment Chemicals – Alum
City Project – PUR2022-07.**

SUMMARY RECOMMENDATION:

Staff recommends awarding Purchase Orders to the low bidders meeting specifications listed on Exhibit A for each of the water treatment chemicals.

BACKGROUND:

The following is a list of the chemicals and how they are used in the water purification process.

- Alum – to coagulate; clarifying agent
- Carbon – used for taste and odor control; control of atrazine and other compounds
- Carbon Dioxide – lowers the pH level
- Chlorine – primary disinfectant
- Hydrofluorosilicic Acid – reduces tooth decay
- Lime – water softening agent
- Sodium Chlorite – disinfectant; used for taste and odor control
- Sodium Hexametaphosphate – used to counteract calcium hydroxide; prevents scaling; filter protection

The low bidders meeting specifications have provided the City with the necessary bonding, NSF and AWWA certifications required for their chemicals.

The bid tabulation is attached in Exhibit A. The bid documents provided the bidder the option of a 6-month Purchase Order or a 12-month Purchase Order to allow the supplier to reduce risks of the future price increases. The bids for Alum, Carbon, Carbon Dioxide, Lime, Sodium Chloride, and Sodium Hexametaphosphate came in at the same price for 6 or 12 months. A 12-month Purchase Order was selected. The bids for Chlorine, Hydrofluorosilicic, and Sodium Chlorite was higher

for a 12-month and the 6-month bid was selected. Chlorine, Hydrofluorosilicic, and Sodium Chlorite will be rebid in April/June for the second half of 2023.

The overall cost of the chemicals has increased approximately 35% from the bid received in 2022.

PRIOR COUNCIL ACTION: None

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

INPUT FROM OTHER SOURCES: Purchasing Department

STAFF REFERENCE: Matt Newell, Public Works Director, Keith Alexander, Water Production Manager, and Chaundra Smith, Water Production Operations Supervisor. Matt Newell will be at the City Council meeting to answer any questions the Council may have about this purchase.

BUDGET/TIME IMPLICATIONS: Funding for chemicals is allocated in the Water Fund Operating Budget which is supported by water fees.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Alum City Project-Pur2022-07	Resolution Letter
Exhibit A	Exhibit

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS - ALUM
CITY PROJECT – PUR2022-07**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemicals - Alum, City Project PUR2022-07 with USAlco Michigan City Plant LLC in the amount of \$492.53 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of USAlco Michigan City Plant LLC 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 the bidder for their bid price of \$492.53 per ton.

PRESENTED AND ADOPTED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
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8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2022-07

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	Alum, liquid bulk	USAlco Michigan City Plant LLC	492.53/dry ton	12 Month
275	Carbon, activated bulk	Ingevity Corporation	\$2,380.00/dry ton	12 Month
325	Carbon Dioxide, bulk	ILMO Products Company	\$400.00/dry ton	12 Month
175	Chlorine, liquid	Brenntag Mid-South	\$2,247.00/wet ton	6 Month
150	Hydrofluorosilicic Acid, 23% bulk	Univar Solutions, USA Inc	\$490.00/wet ton	6 Month
5,000	Lime, pebble, bulk	Mississippi Lime	\$312.23/dry ton	12 Month
300	Sodium Chloride, bulk	Morton Salt	\$294.58/wet ton	12 Month
250	Sodium Chlorite, bulk	Evoqua Water Technologies LLC	\$1,128.00/wet ton	6 Month
35	Sodium Hexametaphosphate	Shannon Chemical Corporation	\$5,887.87/dry ton	12 Month

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

12 Month 6 Month

8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.

Public Works

DATE: 11/28/2022

MEMO: 2022-72

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order
Furnishing Water Treatment Chemicals-Carbon City Project-Pur2022-07

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon City Project-Pur2022-07	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS - CARBON
CITY PROJECT – PUR2022-07**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemicals - Carbon, City Project PUR2022-07 with Ingevity Corporation in the amount of \$2,380.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Ingevity Corporation 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 the bidder for their bid price of \$2,380.00 per ton.

PRESENTED AND ADOPTED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
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8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.

Public Works

DATE: 11/28/2022

MEMO: 2022-72

TO: Honorable Mayor Moore wolf and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order
Furnishing Water Treatment Chemicals-Carbon Dioxide City Project-Pur2022-07

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon Dioxide City Project- Pur2022-07	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – CARBON DIOXIDE
CITY PROJECT – PUR2022-07**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemicals – Carbon Dioxide, City Project PUR2022-07 with ILMO Product Company in the amount of \$400.00 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of ILMO Product Company 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 the bidder for their bid price of \$400.00 per ton.

PRESENTED AND ADOPTED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
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8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.

Public Works

DATE: 11/28/2022

MEMO: 2022-72

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order
Furnishing Water Treatment Chemicals-Chlorine City Project-Pur2022-07

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Chlorine City Project-Pur2022- 07	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – CHLORINE
CITY PROJECT – PUR2022-07**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemicals – Chlorine, City Project PUR2022-07 with Brenntag Mid-South in the amount of 2,247.00 per wet ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Brenntag Mid-South be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$2,247.00 per wet ton.

PRESENTED AND ADOPTED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
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8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.

Public Works

DATE: 11/28/2022

MEMO: 2022-72

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order
Furnishing Water Treatment Chemicals-Hydrofluorosilicic Acid City Project-Pur2022-07.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Hydrofluorosilicic Acid City Project-Pur2022-07	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – HYDROFLUOROSILICIC ACID
CITY PROJECT – PUR2022-07**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemicals – Hydrofluorosilicic Acid, City Project PUR2022-07 with Univar Solutions, USA Inc. in the amount of \$490.00 per wet ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Univar Solutions, USA Inc. 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 the bidder for their bid price of \$490.00 per wet ton.

PRESENTED AND ADOPTED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

12 Month 6 Month

8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.

Public Works

DATE: 11/28/2022

MEMO: 2022-72

TO: Honorable Mayor Moore Wolfe and City Council Member

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Lime
City Project-PUR2022-07

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Lime City Project-Pur2022-07	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – LIME
CITY PROJECT – PUR2022-07**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemicals – Lime, City Project PUR2022-07 with Mississippi Lime Company in the amount of \$312.23 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Mississippi Lime Company be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$312.23 per ton.

PRESENTED AND ADOPTED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

12 Month 6 Month

8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.

Public Works

DATE: 11/28/2022

MEMO: 2022-72

TO: Honorable Mayor Moore Wolfe And City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order
Furnishing Water Treatment Chemicals-Sodium Chloride City Project-Pur2022-07

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Chloride City Project- Pur2022-07	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – SODIUM CHLORIDE
CITY PROJECT – PUR2022-07**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemicals – Sodium Chloride, City Project PUR2022-07 with Morton Salt in the amount of \$294.58 per wet ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Morton Salt 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 the bidder for their bid price of \$294.58 per wet ton.

PRESENTED AND ADOPTED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

12 Month 6 Month

8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.

Public Works

DATE: 11/28/2022

MEMO: 2022-72

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order
Furnishing Water Treatment Chemicals-Sodium Chlorite City Project-Pur2022-07

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Chlorite City Project- Pur2022-07	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – SODIUM CHLORITE
CITY PROJECT – PUR2022-07**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemicals – Sodium Chlorite, City Project PUR2022-07 with Evoqua Water Technologies LLC in the amount of \$1,128.00 per wet ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Evoqua Water Technologies LLC 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 the bidder for their bid price of \$1,128.00 per wet ton.

PRESENTED AND ADOPTED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
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8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.

Public Works

DATE: 11/28/2022

MEMO: 2022-72

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order
Furnishing Water Treatment Chemicals-Sodium Hexametaphosphate City Project-Pur2022-07

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Hexametaphosphate City Project-Pur2022-07	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER
FURNISHING WATER TREATMENT CHEMICALS – SODIUM
HEXAMETAPHOSPHATE
CITY PROJECT – PUR2022-07**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemicals – Sodium Hexametaphosphate, City Project PUR2022-07 with Shannon Chemical Corporation in the amount of \$5,887.87 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Shannon Chemical Corporation be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$5,887.87 per ton.

PRESENTED AND ADOPTED THIS 5th day of December, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2022-07
November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
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8. Sodium Chlorite, bulk

Evoqua Water Technologies LLC	\$1,177.00/wet ton	\$1,128.00/wet ton
International Dioxide, Inc.	\$1,300.00/wet ton	\$1,300.00/wet ton

9. Sodium Hexametaphosphate, 50 lb. bags

Shannon Chemical Corporation	\$5,887.87/dry ton	\$5,887.87/dry ton
Sterling Water Tech	No Bid	\$6,329.11/dry ton
Carus LLC	\$6,400.00/dry ton	\$6,240.00/dry ton

NO BID

Biochar Now
Dubois Chemicals
Jacobi Carbons, Inc.