Monday, December 4, 2023
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 13, 2023 City Council Study Session
Approval of Minutes of November 15, 2023 City Council Study Session
Approval of Minutes of November 20, 2023 City Council Meeting

IV. Unfinished Business

V. New Business

1. Public Hearing in the Matter of the 2024 Budget
2. An Ordinance Adopting the Fiscal Year 2024 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, 2024 and Ending December 31, 2024
3. Resolution Authorizing Professional Service Agreement with Sikich LLP for Auditing Services and Non-Audit Advisory Services
4. Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal
5. Resolution Authorizing Funding Support for Senior Center Services
6. Resolution Authorizing Payment of the 2024 Central Illinois Regional Dispatch Center Invoice - User Fees for the Decatur Police Department and Decatur Fire Department
7. Resolution Authorizing the Purchase of a Mobile Overtime Parking Enforcement System from Minuteman Security and Life Safety for the Decatur Police Department.
8. Resolution Authorizing the Purchase of Cradlepoint Routers and Antennas from CDW for the Decatur Police Department

9. Resolution Authorizing Amendment No. 4 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan City Project 2019-38
10. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for Water Sampling Stations, City Project 2023-13
11. Resolution Accepting the Bid and Authorizing the Execution of a Contract with A & R Mechanical Services, Inc. DBA A & R Services, Inc. for the Oakland and Grand Area Sewer Separation Project-Fairview Park Storm Sewer, City Project 2021-01
12. Resolution Rescinding a Portion of Resolution No. 2022-95 Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of Two (2) Tandem Axle Truck Chassis and Three (3) Single Axle Truck Chassis
13. Resolution Accepting the Bid for (5) Single Axle Dump Trucks and (2) Tandem Axle Dump Trucks
14. 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 the Purchase of Graykey License Renewal from Magnet Forensics for the Decatur Police Department
    B. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Alum City Project PUR2023-006
    C. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon City Project PUR2023-06
    D. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon Dioxide City Project PUR2023-06
    E. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Chlorine City Project PUR2023-06
    F. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Hydrofluorosilicic Acid City Project-PUR2023-06
    G. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Lime City Project-PUR2023-06
    H. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Chloride City Project-PUR2023-06
    I. Resolution Accepting the Bid and Authorizing the Execution of a Purchase

Order Furnishing Water Treatment Chemicals-Sodium Chlorite City Project-PUR2023-06

J. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Hexametaphosphate City Project-PUR2023-06

K. Ordinance Annexing Territory 2802 Southland Road

L. Resolution Authorizing Real Estate Purchase Agreement Including the Transfer of Real Estate Miracle Valley - City of Decatur 901-905 E. Wood Street and 1921 N. Railroad Avenue

VI. Other Business

VII. Adjournment

State Motor Fuel Tax Compliance Review

SUBJECT: Approval of Minutes of November 13, 2023 City Council Study Session

ATTACHMENTS:

Description	Type
Minutes of November 13, 2023 City Council Meeting	Backup Material

CITY COUNCIL STUDY SESSION MINUTES
Monday, November 13, 2023

On Monday, November 13, 2023, the City Council of the City of Decatur, Illinois, met in Study Session at 5:00 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Ed Culp, Pat McDaniel, Lisa Gregory, David Horn and Ed Culp. Councilman Dennis Cooper was absent. 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 FY 2024 recommended budget.

City Manager Wrighton announced that the IT portion of the budget was moved to the Study Session on November 17th, 2023, at 5:00 p.m.

City Manager Wrighton provided an outline of the meeting.

Councilman Dennis Cooper arrived at 5:16 p.m.

City Manager Wrighton gave a brief overview of the Legislative, Executive, Risk Management, Human Resources, Legal, General Administration, Civic Center, Finance and Public Works budget.

Ms. Ruby James, Director of Finance spoke about the property tax levy.

Mr. Matt Newell, Public Works Department spoke about staffing levels, roadwork projects and increased construction costs.

City Manager Wrighton continued with a discussion on the Police and Fire budget.

Mr. Shane Brandel, Chief of Police, spoke about increased speed enforcement and cell phone enforcement, staffing levels and technology.

Mr. Jeff Abott, Fire Chief, spoke about staffing levels, equipment replacement, facility upgrades, calls for lift assists and the foreign fire insurance fund.

City Manager Wrighton moved on to the Economic and Community Development Department budget.

Mr. Cordaryl Patrick, Director of Economic and Community Development, spoke about staffing levels, vacant property registration program, demolitions, home rehab projects, neighborhood cleanups and neighborhood revitalization projects.

Council members shared their comments regarding the budget.

With no other discussion, Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Bret Robertson, Ayn Owens, Kathy Williams and Abeer Motan.

With no further business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Study Session meeting be adjourned; seconded by Councilman Kuhle and upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council Study Session adjourned at 7:59 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of November 15, 2023 City Council Study Session

ATTACHMENTS:

Description	Type
Minutes of November 15, 2023 City Council Study Session	Backup Material

CITY COUNCIL STUDY SESSION MINUTES
Wednesday, November 15, 2023

On Wednesday, November 15, 2023, the City Council of the City of Decatur, Illinois, met in Study Session at 5:00 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn 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 FY 2024 recommended budget continued from the November 13, 2023, budget session.

City Manager Wrighton spoke about several proposed revenue streams including streaming fees, storage unit fees and general business permit fees.

Council members shared their comments concerning the proposed revenue streams.

Ms. Ruby James, Director of Finance, talked about staff's recommended 7% property tax levy increase.

Council members provided feedback on the property tax levy and the consensus of Council members was not supportive of the proposed 7% increase. Council members requested a 3% or 5% increase to be considered at the November 20, 2023, City Council meeting.

Mr. Lacie Elzy, Director of Transportation, provided an overview of the Transportation budget and highlighted microtransit solutions.

City Manager Wrighton moved on to the Public Works Budget including capital project funds, fleet operations, equipment replacement, water operations, storm sewer operations and sanitary sewer operations.

Deputy City Manager Jon Kindseth spoke about sanitary sewer projects.

Council members provided comments on the budget.

With no other discussion, Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Ayn Owens and Abeer Motan.

With no further business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Study Session meeting be adjourned; seconded by Councilman Kuhle and upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory,

David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council Study Session adjourned at 6:59 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of November 20, 2023 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of November 20, 2023 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, November 20, 2023

On Monday, November 20, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Chuck Kuhle, Ed Culp, Dennis Cooper and Pat McDaniel. Councilman David Horn participated through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a). Councilwoman Lisa Gregory was absent. 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 citizens provided comments to the Council: Tom Sheets, Ken Hendriksen, Carmen Allen, Amy Cleary, Ed Flynn, Colleen Davis, Bryan Hott, AJ Singh, Mark Allen, Abeer Motan, Bret Robertson and Ayn Owens.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the November 6, 2023, City Council Meeting were presented. Councilman Kuhle moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council members responded to citizens' comments concerning the potential relocation of Heritage Behavioral Health Center from downtown Decatur to the former Northgate Mall north of St. Teresa High School.

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

City Manager Wrighton presented the Treasurer's Financial Report.

Resolution Estimating Amounts Necessary to be Raised by the 2023 Tax Levy 5% Increase, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Council members held a discussion concerning the property tax levy. A consensus of Council members was not in favor of a 5% increase.

Ms. Ruby James, Finance Director, answered questions from Council members concerning the 90-day cash reserve policy.

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

R2023-243 Resolution Estimating Amounts Necessary to be Raised by the 2023 Tax Levy 3% Increase, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

2023-79 Ordinance Amending City Code Chapter 52 Alcoholic Liquor, was presented. Councilman Kuhle moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Ordinance.

Council members provided comments about the proposed changes to the Ordinance.

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

R2023-244 Resolution Authorizing the City of Decatur Liquor Control Commissioner to Allow Certain License Holders to Convert a Class A License to a Class P License, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-245 Resolution for Second Transit Management and Operations Agreement Amendment with MV Transportation, Inc., was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-246 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for the Municipal Services Corridor Addition Project, City Project 2023-07A, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

Mr. Jon Kindseth, Deputy City Manager, gave an overview of the Resolution.

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

R2023-247 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Top Quality Roofing for the Municipal Services Roof Rehabilitation Project, City Project 2023-07B, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jon Kindseth, Deputy City Manager, gave an overview of the Resolution.

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

R2023-248 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Advanced Commercial Roofing for the Decatur Public Library Roof Replacement Project, City Project 2023-26A, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

Mr. Jon Kindseth, Deputy City Manager, gave an overview of the Resolution.

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

R2023-249 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for the Decatur Public Library Landscaping Wall Replacement Project, City Project 2023-26C, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

Mr. Jon Kindseth, Deputy City Manager, gave an overview of the Resolution.

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

R2023-250 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for the William Street Railroad Crossing Closure Project, City

Project 2022-37, Section No. 22-00237-00-IC, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-251 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting LLC for 2023 Manhole Rehabilitation Project, City Project 2023-14, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

Mr. Paul Caswell, City Engineer, gave an overview of the Resolution.

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

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

Item A. 2023-80 Ordinance Annexing Territory 2225 Lilac Drive
Item B. 2023-81 Ordinance Annexing Territory 2715 Southland Road
Item C. 2023-82 Ordinance Annexing Territory 3023 Tempe Drive
Item D. 2023-83 Ordinance Annexing Territory 3033 Tempe Drive
Item E. R2023-252 Resolution Authorizing Action Regarding Unsafe Structures

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

R2023-253 Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of Vacant Building at 570 W. William St, was presented. Councilman Kuhle moved the Resolution do pass, seconded by Councilman Culp.

Mr. Jon Kindseth, Deputy City Manager, answered questions concerning plumbing and asbestos abatement costs.

Upon call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, David Horn 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.

Mr. Jon Kindseth, Deputy City Manager, gave an update on the solar project in the Civic Center parking lot. Council members wished everyone a Happy Thanksgiving.

With no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 7:08 p.m. under Open Meetings Act Section 2(c)(1) the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body, Section 2(c)(5) Purchase or Lease of Real Property for Use of the Public Body and Section 2(c)(6) Setting of a Price for Sale or Lease of Property Owned by the Public Body.

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

Council returned to the regular City Council meeting following Closed Executive Session at 7:35 p.m. Councilman Culp moved the regular meeting be adjourned; seconded by Councilman Kuhle. All were in favor by voicing no objections.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:35 p.m.

Approved _____
Kim Althoff
City Clerk

DATE: 11/30/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Ruby F James, City Treasurer & Chief Financial Officer

SUBJECT: Public Hearing in the Matter of the 2024 Budget

ATTACHMENTS:

Description	Type
Affidavit of Publication	Backup Material
2024 Budget Fund Summary	Backup Material
2024 Budget Changes	Backup Material

Herald&Review

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Stefan Edward Pla, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Herald & Review, a newspaper printed and published in the City of Decatur, County of Macon, State of Illinois, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Nov. 25, 2023

NOTICE ID: CKv3NK717EFFrZ9NDiOW
PUBLISHER ID: COL-9000064
NOTICE NAME: Budget Ordinance
Publication Fee: 54.05

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Stefan Pla
(Signed)_____

PAMELA BAEZ
Notary Public - State of Florida
Commission # HH 186700
Expires on October 14, 2025

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 11/27/2023

_____
Notary Public
Notarized online using audio-video communication

NOTICE OF PUBLIC HEARING ON THE CITY OF DECATUR ANNUAL BUDGET ORDINANCE

Notice is hereby given that a Public Hearing on the Annual Budget Ordinance for the City of Decatur, Illinois for the fiscal year beginning January 1, 2024, and ending on December 31, 2024, will be held on Monday, December 4, 2023, at 5:30 p.m. in the City Council Chambers, 3rd Floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois 62523. Copies of the Budget document upon which the Budget Ordinance will be based is available, 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.decaturil.gov.

Anthony Cooling
City Budget & Revenue Officer
11/25 COL-9000064

City of Decatur, Illinois

Budget

Fund Revenue & Expenditure Summary

Fund	Fund Name	Projected Starting Fund Balance	Interfund Loan Repayment	Revenue	Expense	Surplus (Deficit)	Projected Ending Fund Balance
10	**General Fund**	23,731,588	-	90,612,000	90,612,000	-	23,731,588
	Community & Economic Development						
16	Community Grants	56	-	737,000	705,800	31,200	31,256
17	HOME	122,398	-	2,603,645	2,539,416	64,229	186,627
18	CDBG	103,002	-	4,526,030	4,623,718	(97,688)	5,314
19	TIF Old Towne	234,723	-	1,168,272	1,087,000	81,272	315,995
120	TIF Central	-	-	45,000	45,000	-	-
21	TIF Wabash Crossing	1,579,784	-	383,000	1,045,000	(662,000)	917,784
23	TIF Eastgate	255,723	-	379,000	350,000	29,000	284,723
24	TIF South Side	156,218	-	56,700	51,103	5,597	161,815
28	TIF Pines Shopping	113,254	-	123,200	114,000	9,200	122,454
29	TIF Grand & Oakland	217,254	-	213,000	175,000	38,000	255,254
82	DCDF	172,045	-	-	172,045	(172,045)	0
84	Community Revitalization	6,200,001	-	1,310,000	7,285,000	(5,975,000)	225,001
85	Grants	653,246	-	5,353,300	5,212,000	141,300	794,546
	Public Safety & Public Information						
25	Police State Drug Enforcement	514,909	-	103,700	95,000	8,700	523,609
26	Police DUI Fines & Fees	221,000	-	107,600	107,500	100	221,100
27	Police Lab & Programs	182,104	-	3,550	8,500	(4,950)	177,154
30	Police Federal Drug Enforcement	390,209	-	86,000	85,000	1,000	391,209
37	Foreign Fire Insurance Tax	263,891	-	199,880	199,880	-	263,891
40	PEG Capital	70,352	-	61,300	60,660	640	70,992
	Streets & Building Funds						
34	Building Fund	623,654	-	671,583	747,428	(75,845)	547,809
42	Local Roads & Streets	1,601,564	-	1,842,500	2,235,529	(393,029)	1,208,535
44	2018 Bond Project	19,269	-	204,400	223,669	(19,269)	0
45	Capital Project	5,001,984	-	1,185,000	6,004,518	(4,819,518)	182,466
46	State Motor Fuel Tax	3,990,761	-	14,542,345	18,358,871	(3,816,526)	174,235
	Debt Service						
50	Debt Service	1,280,458	-	2,730,005	2,717,154	12,851	1,293,309

City of Decatur, Illinois

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	511,742	-	3,408,945	3,162,104	246,841	758,583
61	Equipment Replacement	1,608,128	-	2,576,811	3,795,798	(1,218,987)	389,141
64	Risk Management	3,476,207	-	3,556,518	3,557,261	(743)	3,475,464
65	Benefit Insurance Fund	552,270	-	14,361,976	14,414,224	(52,248)	500,022
	Transportation						
22	DUATS	48,988	-	425,750	435,780	(10,030)	38,958
70	Transportation Services	495,670	-	34,529,292	30,497,405	4,031,887	4,527,557
	Enterprise Funds						
77	Fiber Optics	547,860	-	109,400	607,663	(498,263)	49,597
78	Public Works Storm Water	1,987,553	-	2,345,656	2,248,931	96,725	2,084,278
79	Public Works Sewer	10,380,184	-	7,787,000	11,370,642	(3,583,642)	6,796,542
80	Public Works Water Operating	12,034,744	-	34,850,384	38,910,174	(4,059,790)	7,974,954
81	Public Works Water Capital	180,067	300,000	12,664,000	12,501,542	162,458	642,525
86	Public Works Water Debt Service	-	-	-	-	-	-
88	Recycling	222,964	-	640,500	787,956	(147,456)	75,508
89	2022 Bond Fund	15,738,425	-	564,000	11,996,658	(11,432,658)	4,305,767
	Automomous & Misc. Funds						
35	City of Decatur Library	1,850,011	-	4,841,716	4,739,984	101,732	1,951,743
36	Municipal Band	87,701	-	84,892	93,001	(8,109)	79,592
58	Library Capital	525,696	-	11,000	500,000	(489,000)	36,696
59	Library Trust	78,865	-	30,000	75,000	(45,000)	33,865
90	Firefighters Pension	92,508,311	-	14,979,525	9,860,396	5,119,129	97,627,440
91	Police Pension	126,518,476	-	14,370,056	11,644,032	2,726,024	129,244,500
99	American Rescue Plan	437,000	-	-	437,000	(437,000)	(0)
	Total City of Decatur	317,490,310	300,000	281,385,431	306,496,342	(25,110,911)	292,679,399
	Less Interfund Transfers			**41,093,069**	41,093,069		
	Net Balances	317,490,310	300,000	240,292,362	265,403,273	(25,110,911)	292,679,399

City of Decatur, Illinois

Major changes between initial proposed 2024 budget and final recommended 2024 budget:

1)	Property tax levy for General Obligation debt at 3% increase	(613,000)
2)	Grant revenue estimates (timing differences)	(300,000)
3)	Storage Unit Fee Revenue (reduce estimate)	(200,000)
4)	Streaming Tax Revenue (reduce estimate)	(100,000)
5)	General Fund support for debt payments (reduced tax levy)	202,000
6)	Contingency	(200,000)
7)	Vehicle replacements	(185,000)
8)	Police pension contribution at 98% (90% required)	(141,000)
9)	Fire pension contribution at 98% (90% required)	(148,000)
10)	IT capital items	(100,000)
11)	Police parking meter enforcement	52,000
12)	City website replacement overestimate	(24,000)

Various expenses were reduced to balance out reductions in the tax levy and revenue estimates for new revenue sources.

DATE: 12/4/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, City Treasurer & Chief Financial Officer

SUBJECT: Ordinance Adopting the Fiscal Year 2024 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, 2024, and Ending December 31, 2024

SUMMARY RECOMMENDATION:
The City Manager recommends City Council adopt the attached Ordinance approving the budget for the fiscal period beginning January 1, 2024 and ending December 31, 2024.

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 2024 proposed City Manager's Budget to City Council members at Council Study Sessions on November 13, 2023, and November 15, 2023. The budget document has been available for public inspection since November 1, 2023, on the City Web Site and in hard copy form in the City Clerk's and City Treasurer's Office.

On November 20, 2023, the City Council tentatively decided to set the 2024 property tax levy at 3% above the current property tax level. The initial recommended budget included a 7% increase, so this change required revisions to planned expenditures. The major changes made to the recommended budget since the council last examined and discussed the budget almost exclusively are those made to balance the budget based on the City Council's desire to have a smaller property tax increase, and to take a slower approach to new taxes in the General Fund. These changes have been incorporated into the revised budget document which is available via link. They are also summarized in the fund summaries in the packet materials.

Since there are comparatively few changes, staff has not reproduced the entire budget in the council

packet. The amended version is available on the city's website and via link.

As mentioned during the budget study sessions, the budget is a revenue and expenditure plan. Changes to tax levies, creation of new taxes, new contracts and capital projects, etc., all require separate votes by the City Council to proceed and achieve final adoption. Because the principal fiscal stress on the property tax levy is created by public safety pensions, it will eventually be recommended that some new revenues be completely (100%) dedicatdd to paying public safety pension costs.

On November 25, 2023, 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 4, 2023.

The public hearing will occur at the council meeting on December 4, 2023. Following the hearing, the budget will be ready for adoption. If the council wishes, they can make additional amendments on the floor, prior to final approval. The latest (linked and website) version of the FY2024 budget does not include the city manager's transmittal memo. This last piece will be added after council adoption, and before adopted versions are distributed.

The FY 2024 budget can be found at the following link:

City Budget - City of Decatur, IL (decaturil.gov).

POTENTIAL OBJECTIONS: No known objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Anthony Cooling, Budget and Revenue Officer Ruby James, Chief Financial Officer and City Treasurer

BUDGET/TIME IMPLICATIONS: It is necessary for the 2024 budget to be adopted prior to the beginning of the 2024 fiscal year and prior to adoption of the 2023 tax levy.

ATTACHMENTS:

Description	Type
An Ordinance Adopting the Fiscal Year 2024 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, 2024 and Ending December 31, 2024	Ordinance

ORDINANCE NO. 2023 -

AN ORDINANCE ADOPTING THE FISCAL YEAR 2024 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, 2024 AND ENDING DECEMBER 31, 2024

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, 2024, and ending December 31, 2024, 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, 2024 and ending December 31, 2024.

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

Section 1. That the City of Decatur Fiscal Year 2024 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, 2024 and ending December 31, 2024.

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 4th day of December, 2023.

_____

Julie Moore Wolfe, Mayor

ATTEST:

_____

Kimberly Althoff, City Clerk

DATE: 11/30/2023

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Scot Wrighton, City Manager
Ruby F James, City Treasurer & Chief Financial Officer

SUBJECT: Resolution Authorizing Professional Service Agreement with Sikich LLP for Auditing Services and Non-Audit Advisory Services

SUMMARY RECOMMENDATION:
City Administration recommends Council approval of the attached Resolution to authorize the Mayor and City Manager to enter into a professional service agreement with Sikich LLP ("Sikich") for Auditing services and Non-Audit Advisory services whereby Sikich will perform the independent audit of the financial statements of the City of Decatur for the three years ended December 31, 2023; December 31, 2024; and December 31, 2025.

BACKGROUND:
Although CliftonLarsonAllen, LLP (CLA) has served as the City of Decatur's audit partner since 2005, the City feels it would be appropriate to change auditors at this time because CLA has missed several deadlines, and to gain a fresh perspective. With the December 31, 2022 audit not being completed until December 2023, there will not be time to perform an RFP for the 2023 year end audit. Therefore, it has been necessary to select an auditor based on past experience of the City Administration and contacting references from other municipalities.

Sikich has worked with the City of Decatur for accounting services for the past several years. In particular, Sikich helped prepare the accounting work papers for the December 31, 2022 audit to complete the 2022 audit more quickly. Sikich has provided audit assistance in the 2022 audit and has been a valued partner. They have only provided fixed asset and pension record keeping services for the 2022 and 2023 financial year and will have maintained their audit independence in regards to the 2023 audit.

Sikich has a strong governmental accounting concentration and has worked with the City for a number of years, providing accounting services and financial advice. The City feels it would be best served to engage Sikich immediately to get a head start on the 2023 audit and get the 2023 financial statement audit back on track to be completed by June 30, 2024.

The fee proposal to complete the December 31 audits is as follows:

	2023	2024	2025
City Audit	$120,000	$126,000	$132,000
Mass Transit	12,000	9,000	9,500
TIF Audits	8,000	8,500	9,000
Single Audit	10,000	10,500	11,000
Total Fee	$150,000	$154,000	$161,500

There is an option to only select a one-year contract with Sikich and then there will be an additional $30,000 added for one-time start-up costs because there is a lot of additional work that goes into learning about a client's internal control structure the first year. Sikich is willing to waive the start-up costs if a multi-year contract is selected.

Also, the Mass Transit audit is more expensive in the first year because there are two years of audits that need to be performed in fiscal year 2023 (June 30, 2022 and June 30, 2023).

For the December 31, 2022 audit, the Council originally approved an audit fee of $167,000. The actual fees paid for the December 31, 2022 audit were approximately $160,000. These fees were higher than normal because CLA billed on a per hour basis since there was significant turnover in staffing at the City and the 2021 audit took significantly longer to complete.

Staff are confident that the December 31, 2023 audit will be completed in a timely manner and finished by June 30, 2024.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Ruby F. James, City Treasurer & Chief Financial Officer

BUDGET/TIME IMPLICATIONS:
The audit work will begin March 1, 2024 with projected completion by June 30, 2024, which is in accordance with State and Federal requirements. The budget includes authorization for the fee schedule proposed by Sikich as included in this spending resolution request of the City Council.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Audit Proposal	Backup Material

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING PROFESSIONAL SERVICE PROPOSAL WITH SIKICH LLP FOR AUDITING SERVICES AND NON-AUDIT ADVISORY SERVICES

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

Section 1. That the Professional Service Audit Proposal presented herein to the City Council between the City of Decatur, Illinois and Sikich LLP, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Manager be, and they are hereby, authorized and directed to accept said proposal agreeing to auditing services for December 31, 2023, December 31, 2024, and December 31, 2025 on behalf of the City of Decatur, Illinois.

Section 3. That the Mayor and the City Manager be, and they are hereby, authorized and directed to sign the audit engagement agreement stipulating the same terms as the said proposal, on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED this 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

November 30, 2023

SERVICE PROPOSAL
Professional Auditing Services

PREPARED FOR:

CITY OF DECATUR, ILLINOIS

SUBMITTED BY:

Sikich LLP
Chad A. Lucas, CPA Partner,
Government Services

3051 Hollis, 3rd Floor
Springfield, IL 62704
217.793.3363
chad.lucas@sikich.com

Sikich LLP
Anthony M. Cervini, CPA, CFE
Partner-in-Charge, Government Services

1415 West Diehl Rd., Suite 400
Naperville, IL 60563
630.566.8400
anthony.cervini@sikich.com

TABLE OF CONTENTS

Transmittal Letter **3**

Executive Summary **4**

Technical Proposal **5**

Statement of Independence 5

License to Practice in Illinois 5

Partner, Supervisory and Staff Qualifications and Experience 5

Similar Engagements with Other Government Entities 7

Specific Audit Approach 8

Why The City of Decatur Should Select Sikich **10**

Access 10

Experience 11

Initiative 12

Scope of Services for the City of Decatur **13**

Additional Resources and Services **17**

Fee Proposal **18**

Exhibits **19**

Engagement Team Biographies 19

Sikich Resources 19

State & Local Government Services 19

Firm Profile 19

Peer Review 19

TRANSMITTAL LETTER

November 30, 2023

City of Decatur
c/o Ruby James, CFO and Treasurer
One Gary K. Anderson Plaza
Decatur, IL 62522

Ladies and gentlemn,

Sikich is pleased to be considered for the appointment as independent auditors for the City of Decatur. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We are prepared to commit the resources necessary to provide services to the City of Decatur. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days, and look forward to the possibility of serving the City of Decatur.

Sincerely,

Chad A. Lucas, CPA
Partner

Anthony M. Cervini, CPA, CFE
Partner-in-Charge, Government Services

EXECUTIVE SUMMARY

We know what's challenging to the City of Decatur. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.

Thank you for considering Sikich. We appreciate the opportunity to propose for the City of Decatur.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,500 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

DEFINING YOUR CURRENT CHALLENGES

We recognize this is a time of constant change and ever increasing accountability. The task of the City finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

DEFINING YOUR BEST POSSIBLE SOLUTIONS

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the City's thinking about an audit firm. We understand that the City requires a year-round partner, who will assist the City in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

DEFINING YOUR FUTURE SUCCESS

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for the City of Decatur.

Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.

WHY THE CITY OF DECATUR SHOULD SELECT SIKICH

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

A crucial component to the City of Decatur's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

SPECIFIC AUDIT APPROACH

Our approach is always holistic, forward-thinking and customized for the City of Decatur's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

SCOPE OF SERVICES FOR THE CITY OF DECATUR

The scope of our work for the City of Decatur is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the City of Decatur, which is why we commit to delivering the results the City of Decatur requires. The timeline of the engagement on which we are proposing is outlined in this section.

We would be honored to call the City of Decatur our client and look forward to working with you.

TECHNICAL PROPOSAL

STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the City of Decatur and its component units in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the City of Decatur and its component units, and is independent with respect to any non-attest services provided to the City of Decatur and its component units, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284). All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.

A crucial component to the City of Decatur's success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The City of Decatur will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the the City of Decatur engagement, we will seek the prior written approval of the City of Decatur.

The City of Decatur's key engagement team members will be supported by staff on the firm's government services team. Please refer to the Exhibits section to read biographies of the City of Decatur's engagement team.

CHAD A. LUCAS, CPA

ENGAGEMENT PARTNER

As engagement partner, Chad will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the City of Decatur's annual comprehensive financial report. Moreover, our firm's philosophy is to have the team leader on location during the completion of the majority of fieldwork. Therefore, Chad will be present at the City of Decatur's offices during both our preliminary and final fieldwork.

ANTHONY M. CERVINI, CPA, CFE

RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

BRIAN LEFEVRE, CPA, MBA

RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

NICK BAVA, CPA, MAS

RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

JAMES R. SAVIO, CPA, MAS
QUALITY CONTROL PARTNER

The quality control partner will provide a second partner review of the audit workpapers and the City of Decatur's annual comprehensive financial report.

VICTORIA DAILEY, CPA
DIRECTOR

As the director, Victoria will be the City of Decatur's secondary contact for anything related to the successful audit of your organization. Victoria will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

TOM SIWICKI, CPA
DIRECTOR

As the director, Tom will be the City of Decatur's secondary contact for anything related to the successful audit of your organization. Tom will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

LAURA BABULA, CPA
SENIOR AUDIT MANAGER

As the senior audit manager, Laura will be the City of Decatur's secondary contact for anything related to the successful audit of your organization. Laura will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

BRADLEY JOHNSON, CPA
AUDIT MANAGER

As the audit manager, Brad will be another contact for anything related to the successful audit of your organization. Brad will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

ADDITIONAL PROFESSIONAL STAFF

Other professional staff assigned to the engagement will be full-time employees of the firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA, as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure the City of Decatur the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to your approval.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Following is a list of significant engagements performed last year that are similar to the engagement proposed for the City of Decatur.

Name	Contact
City of Naperville 400 S. Eagle Street Naperville, IL 60540	Ms. Rachel Mayer Director of Finance 630.420.6052 mayerr@naperville.il.us
City of Batavia 100 N. Island Avenue Batavia, IL 60510	Ms. Peggy Colby Finance Director 630.454.2030 pcolby@bataviail.gov
City of Geneva 22 S. First Street Geneva, IL 60131	Ms. Rita Kruse Finance Director 630.232.0854, ext. 4103 rkruse@geneva.il.us

**These governments participate in GFOA's Certificate of Achievement for Excellence in Financial Reporting. Sikich has more than 75 clients that have applied for and received the Certificate of Achievement for Excellence in Financial Reporting. In addition, Single Audits of Federal Expenditures were performed for the clients listed above and many others.*

SPECIFIC AUDIT APPROACH

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.

For the City of Decatur, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to the City of Decatur's specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich's holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.

AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the City of Decatur's governmental activities, business-type activities, the discretely presented component units, each major fund and the aggregate remaining fund information that collectively comprise the City of Decatur's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the Civic Center Authority (discretely presented component unit) or any introductory or statistical sections of the annual comprehensive financial report, if applicable, and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the City of Decatur provide us with the basic information required for our audit.

Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the City of Decatur
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

QUALITY CONTROL

At Sikich, we are committed to providing the highest quality audits in the industry. The City of Decatur can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2023, we received our twelfth consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.

WHY THE CITY OF DECATUR SHOULD SELECT SIKICH

Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how the City of Decatur can benefit from a relationship with Sikich.

ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

ACCESS TO EDUCATION

The City of Decatur will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the City of Decatur's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment

ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)

EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide the City of Decatur with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure the City of Decatur the highest quality work and the most cost-effective delivery of services.

INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

INITIATIVE FOR A SMOOTH TRANSITION

Your transition to Sikich will be a non-disruptive one. Sikich's team has directed the transition of many new clients and will bring this experience to the City of Decatur engagement team. Your engagement team will have continuous, hands-on involvement in what we consider an important relationship with the City of Decatur. We have many ways of achieving this transitions such as:

- Developing an agreed-upon timetable for deliverables and follow up regularly on their progress
- Utilizing concise audit programs, eliminating unnecessary audit steps and preparing audit schedules and workpapers
- Using existing client materials to the greatest extent possible, such as internal control memos and client assistance letters

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the City of Decatur, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit the City of Decatur.

INITIATIVE FOR YOUR SATISFACTION

The City of Decatur's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the City of Decatur?

SCOPE OF SERVICES FOR THE CITY OF DECATUR

We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.

We are proposing to provide the following services to the City of Decatur:

- Audit of basic financial statements of the City of Decatur for the fiscal year ending December 31, 2023. Discretely presented component unit (Civic Center Authority) will be audited the by other auditors.
- Preparation of twenty-five (25) bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, dividers, introductory section, MD&A and certain statistical data to be provided by the City of Decatur);
- Preparation of twenty-five (25) bound copies and an electronic copy (.pdf) of the management letter for the City of Decatur, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of twenty-five (25) bound copies and an electronic copy (.pdf) of the report on compliance with Public Act 85-1142 (TIF);
- Preparation of twenty-five (25) bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Preparation of twenty-five (25) bound copies and an electronic copy (.pdf) of the Mass Transit Program audit report (regulatory basis) as of June 30, 2022 and June 30, 2023 in accordance with the guide for Illinois Department of Transporation Grants;
- Preparation and electronic submission of the State of Illinois Comptroller's Annual Financial Report;
- Preparation of twenty-five (25) bound copies and an electronic copy (.pdf) of the GATA In-Relation-To Report, if applicable;
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the City Council in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with the City of Decatur Officials to present the completed audit and related materials.

CLIENT SERVICE TIMELINE

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
I. Preliminary Planning During this phase of the audit, we would meet with representatives of the City of Decatur to discuss the approach we would take during the audit, focusing on areas of particular concern to the City of Decatur as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.	The meeting would be attended by the engagement partner and engagement manager, if necessary.								
II. Preliminary Fieldwork During this phase of the audit, we would develop an understanding and documentation of the City of Decatur's accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the City of Decatur's financial position as a whole. In addition, we would review all minutes from the meetings of the City Council and the component units; review all ordinances adopted by the City of Decatur during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the City of Decatur; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the City of Decatur will prepare; review all proposed client assisted work papers and the timing of preparation by the City of Decatur; develop our audit programs for the next phase of the audit and review and document any changes to the City of Decatur's Annual Comprehensive Financial Report; and prepare the schedule for the remainder of the audit.	This phase would be completed by the engagement partner, engagement manager and onetwo professional staff.								
III. Fieldwork During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the City of Decatur's financial statements with a rough draft of the financial statements provided to the City of Decatur at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the City of Decatur to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.	This phase would be completed by the engagement partner, engagement manager and one to two professional staff.								

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
IV. Workpaper Review and Report Production During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the City of Decatur's staff after fieldwork has been completed.	This phase would be completed by the engagement partner, resource partner and the quality control partner.								
V. Drafts to the City of Decatur We will deliver a preliminary draft of the Annual Comprehensive Financial Report at the end of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of the City of Decatur within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to the City of Decatur no later than three business days after receiving all proposed changes.	This phase would be completed by the engagement partner.								
VI. Completion of the Audit Upon approval of the drafts by the City of Decatur, we will present the signed, bound copies of the annual comprehensive financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the City of Decatur including the City of Decatur Mayor, the City Council and management for formal presentations of the reports.	This phase would be completed by the engagement partner.								
VII. Support to the City of Decatur Our firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the City of Decatur. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the City of Decatur to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the City of Decatur.	This phase would be completed by the engagement partner.	Ongoing							

In future years, we would develop a similar plan and timeframe with the assistance of the City of Decatur to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the annual comprehensive financial report. These completion dates are well within the deadlines established by the City of Decatur. We have a proven track record of meeting and exceeding deadlines established by our clients.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with Finance Director. The timing of this discussion will provide the City of Decatur with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to Finance Director or the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the City of Decatur. The billings for the audit would not exceed this fee unless the City of Decatur specifically requests that the scope of the engagement be expanded and the City of Decatur and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.

ADDITIONAL RESOURCES AND SERVICES

With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government's goals?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer, and talk to your engagement partner about how these services may complement what you are already seeking.

DISPUTE ADVISORY

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

HUMAN RESOURCES

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

MARKETING

The effectiveness of your marketing efforts can make or break your organization's success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

PROCESS IMPROVEMENT

Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes—ranging from development review to utility billing—have the potential to decrease cycle time, increase quality and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.

PUBLIC RELATIONS

Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.

FEE PROPOSAL

Our fees for the services included in the Scope of Services for the City of Decatur section will be billed at the following rate, plus out of pocket costs, for the fiscal years ending December 31:

	2023	Optional 2024	Optional 2025
City Audit (A)	$ 120,000	$ 126,000	$ 132,000
Mass Transit (B)	$ 12,000	$ 9,000	$ 9,500
TIF Audits	$ 8,000	$ 8,500	$ 9,000
Single Audit (C)	$ 10,000	$ 10,500	$ 11,000
Start Up Costs *	$ 30,000	$ -	$ -
Total Fee	$ 180,000	$ 154,000	$ 161,500

**** The 2023 fee above includes an estimate of $30,000 for one-time start-up costs. For multi-year engagements, we often absorb the one-time start up costs. Should the City elect to engage our firm for a multi-year contract, we will waive the $30,000 start up costs. The fees are based on City's responses to inquires, that the estimated hours are expected to be between 1,000 – 1,200 for the audit services included in the Scope of Services for the City of Decatur section.***

(A) The City audit fee includes preparation of the management letter, Illinois Comptroller's Annual Financial Report and GATA In-Relation-To opinion, if necessary; and assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting

(B) The Mass Transit Program audit fee for 2023 includes the audits of the program years June 30, 2022 and June 30, 2023

(C) The fees for the Single Audit and are based on the assumption that major programs required to be tested under the Single Audit will not exceed one. If additional major programs are required to be tested that require additional time and effort, additional fees may be negotiated.

These fees assume that the City of Decatur will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

The fees are based on an understanding that the City's organization structure and fund composition will not substantially change during the audit period and there are no major issues that we would encounter that have not been identified to date.

The fees do not include the cost related to the implementation GASB 94 *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* (effective December 31, 2023), and GASB 96 *Subscription-Based Information Technology Arrangement* (effective December 31, 2023) or the licensee costs for the GASB 96 tool, should the City elect to purchase. Fees to be negotiated separately upon determination of applicability.

In accordance with Government Auditing Standards, if the City requires assistance with maintaining depreciation schedules, determining the year end accrual adjustment or any other additional services outside the scope of the audit, fees for these non-audit services would be billed at the following rates, subject to change each January 1.

	HOURLY RATES
Effective January 1, 2024	
Partners	$ 400
Director	350
Senior Managers	325
Managers	275
Senior Staff	205
Staff	185

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).

EXHIBITS

We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

ENGAGEMENT TEAM BIOGRAPHIES

- Chad Lucas, CPA
- Anthony M. Cervini, CPA, CFE
- Brian D. LeFevre, CPA, MBA
- Nick Bava, CPA, MAS
- James R. Savio, CPA, MAS
- Victoria Dailey, CPA
- Tom Siwicki, CPA
- Laura Babula, CPA
- Bradley Johnson, CPA

SIKICH RESOURCES

STATE & LOCAL GOVERNMENT SERVICES

FIRM PROFILE

PEER REVIEW

CHAD A. LUCAS

CPA

Partner

Chad A. Lucas, CPA, is a partner in the Springfield office. He has more than 20 years of experience providing clients a broad range of audit, accounting, tax and consulting services. Chad has served clients in the local government, construction, agribusiness, healthcare, and manufacturing and distribution industries.

SERVICE AREAS

- Government
- Construction & Real Estate
- Police and Fire Pension Funds
- Agribusiness Services
- Manufacturing & Distribution

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society
- Government Finance Officers Association, Special Review Committee
- Illinois Government Finance Officers Association
- Government Finance Officers Association of Missouri
- Illinois Tax Increment Association, Board of Directors
- Illinois County Treasurers Association
- Illinois Municipal Treasurers Association
- Illinois Association of School Business Officials
- Leadership Springfield, Graduate and Past Board President
- Central Illinois Builders of AGC
- United Way of Central Illinois, Board Member

EDUCATION

- Bachelor's Degree in Accounting, Illinois State University

LOCATION:

SPRINGFIELD OFFICE

3051 Hollis Drive
3rd Floor
Springfield, IL 62704

P: 217.862.1724
F: 217.862.3111
chad.lucas@sikich.com

ANTHONY M. CERVINI

CPA, CFE

State & Local Government Audit Leader

Anthony M. Cervini, CPA, CFE, is the State & Local Government Audit Leader at Sikich. Anthony is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management.

Anthony has participated in hundreds of audits of municipalities and other governmental entities since beginning his career with Sikich in 2005. He also has been responsible for serving as lead instructor for governmental accounting, auditing, financial reporting, cash management, and internal control courses internally and throughout the Midwest.

Anthony serves as a member of the Government Finance Officers Association (GFOA) Special Review Committee and is the current Chair of the Illinois CPA Society Government Report Review Committee. Anthony previously served as a budget reviewer for the GFOA Distinguished Budget Presentation Award.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society Government Report Review Committee
  Chairperson (2021-present)
  GAAP Basis Reporting, Sub-Chair (2018-2020)
- Illinois Government Finance Officers Association
- Wisconsin Government Finance Officers Association
- GFOA Special Review Committee
- Naperville Area Humane Society, Treasurer (2010-2017)
- PrimeGlobal Managers' Leadership Program (2015-2016)

EDUCATION

- Bachelor's Degree in Accounting, The University of Iowa
- Master of Business Administration, Benedictine University

LOCATIONS:

NAPERVILLE OFFICE

1415 W. Diehl Rd.
Suite 400
Naperville, IL 60563

MILWAUKEE OFFICE

17335 Golf Parkway
Suite 500
Brookfield, WI 53045

ST. LOUIS OFFICE

12655 Olive Blvd.
Suite 200
St. Louis, MO 63141

P: 630.566.8574
F: 630.499.8668
anthony.cervini@sikich.com

BRIAN D. LEFEVRE

CPA, MBA

Partner

As Sikich's State & Local Government Industry Vertical Leader, Brian D. LeFevre, CPA, MBA, is responsible for providing technical services to governmental clients. He delivers services in all areas of state & local governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Brian has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1993.

He also develops and serves as lead instructor for governmental accounting, auditing, and financial reporting training courses internally for the firm and for the Illinois Government Finance Officers Association (IGFOA). Brian previously served as Chair of the Governmental Report Review Committee of the Illinois CPA Society.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Police and Fire Pension Accounting Services

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Report Review Committee
- Illinois Government Finance Officers Association
- GFOA Special Review Committee
- Northern Illinois Alliance of Fire Protection Districts
- Illinois Public Pension Fund Association
- Aurora Downtown Kiwanis Club, Former Treasurer and Board Member
- Greater Aurora Chamber of Commerce Leadership Academy, Class of 1996
- Lord of Life Church, Former Executive Director and Treasurer

EDUCATION

- Bachelor's Degree in Accounting, Valparaiso University
- Master of Business Administration, Northern Illinois University

LOCATION:

NAPERVILLE OFFICE

1415 W. Diehl Road
Suite 400
Naperville, IL 60563

P: 630.566.8505
F: 630.499.5885
brian.lefevre@sikich.com

NICK BAVA

CPA, MAS

Partner

Nick Bava, CPA, MAS, is an audit partner at Sikich, where he provides assurance and advisory services to a variety of governmental entities, with a focus on cities, villages, and park districts. He also works with not-for-profit entities including community colleges. He is responsible for providing technical services to Sikich's government clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management. Acting as the liaison between the client and engagement team, Nick conducts audit engagements, prepares and reviews financial statements, and assesses clients' business processes.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Not-for-Profit Audit, Accounting

AFFILIATIONS

- Illinois Government Finance Officers Association, Conference Planning Committee
- Illinois CPA Society
- Government Finance Officers Association
- Metro West Council of Government
- Illinois City/County Management Association

EDUCATION

- Bachelor's Degree in Accounting, Illinois State University
- Master of Accounting Sciences, Northern Illinois University

LOCATION:

NAPERVILLE OFFICE

1415 W. Diehl Road
Suite 400
Naperville, IL 60563

P: 630.210.3092
F: 630.499.7337
nick.bava@sikich.com

JAMES R. SAVIO

CPA, MAS

Partner

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally. Jim serves on the Illinois Government Finance Officers Association's Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. Jim also serves as a committee member for Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Executive Committee
- Illinois Government Finance Officers Association
  Technical Accounting Review Committee
- Greater Aurora Chamber of Commerce Leadership Academy,
  Class of 1998

EDUCATION

- Master of Accounting Sciences, Northern Illinois University
- Bachelor's Degree in Accounting, Northern Illinois University

LOCATION:
NAPERVILLE OFFICE

1415 W. Diehl Road
Suite 400
Naperville, IL 60563
P: 630.566.8516
F: 630.499.5656
jim.savio@sikich.com

VICTORIA DAILEY

CPA, MACC

Director

Victoria Dailey, CPA, MAcc, has over 12 years of experience auditing governmental entities, not-for-profit organizations and employee benefit plans. She performs audits, reviews, compilations and taxation services for various clients in these industries. Additionally, she manages engagements, supervises firm staff and provides a high-level of client satisfaction.

SERVICE AREAS

- Audit Services
- Government Entities
- Not-for-Profit Organizations

AFFILIATIONS

- American Institute of Certified Public Accountants (AICPA)
- Missouri Society of Certified Public Accountants (MOCPA)

EDUCATION

- Master's Degree, Accounting, Missouri State University
- Bachelor of Science, Accounting, Missouri State University
- Certified Public Accountant (CPA)

LOCATION:

ST. LOUIS OFFICE

12655 Olive Boulevard
Suite 200
St. Louis, MO 63141
P: 314.275.7277
F: 314.275.2341

victoria.dailey@sikich.com

THOMAS G. SIWICKI

CPA

Audit Director

Thomas G. Siwicki, CPA, is an audit director at Sikich and has experience working in the public accounting industry since 2009. He provides assurance services and recommendations for improvements to local government and manufacturing and distribution clients. Tom is also responsible for managing the execution of audit engagements and supervising the audit team.

SERVICE AREAS

- Assurance and Advisory Services
- Governmental Audit, Accounting
- Governmental Financial Reporting
- Manufacturing and Distribution Services

AFFILIATIONS

- Illinois Government Finance Officers Association
- Illinois CPA Society

EDUCATION

- Bachelor of Science in Accountancy, Illinois State University
- Master of Professional Accountancy, Illinois State University

LOCATION:

NAPERVILLE OFFICE

1415 W. Diehl Road
Suite 400
Naperville, IL 60563
P: 630.566.8433
F: 630.849.2845
tom.siwicki@sikich.com

LAURA BABULA

CPA, MAS

Senior Manager

Laura Babula, CPA, MAS, is a senior manager in the firm's audit practice. Laura has over nine years of experience providing audit and assurance services. Working primarily with clients in local government and not-for-profit organizations, she has a unique ability to help clients with their needs.

SERVICE AREAS

- Audit and Assurance

AFFILIATIONS

- Government Finance Officers Association, Member

EDUCATION

- Bachelor of Science in Accounting, University of Illinois Urbana-Champaign
- Master of Accounting Science, University of Illinois Urbana-Champaign
- Certified Public Accountant (CPA)

LOCATION:

NAPERVILLE OFFICE

1415 W. Diehl Rd.
Suite 400
Naperville, IL 60563

P: 630.566.8410
F: 630.566.8401
laura.babula@sikich.com

BRADLEY JOHNSON

CPA

Audit Manager

Bradley Johnson, CPA, is an audit manager with in-depth expertise providing audit and assurance services. Bradley offers consulting and auditing services to clients in many industries, with specialized knowledge of local governments and manufacturing and distribution companies.

SERVICE AREAS

- Audit and Assurance Services

AFFILIATIONS

- Illinois CPA Society

EDUCATION

- Bachelor's Degree in Accounting, Bradley University
- Master's Degree in Accountancy, Bradley University

LOCATION:

NAPERVILLE OFFICE

1415 W. Diehl Road
Suite 400
Naperville, IL 60563
P: 630.328.7902
F: 630.566.8401
C: 630.391.1771
bradley.johnson@sikich.com

STATE & LOCAL GOVERNMENT RESOURCES

ANTHONY M. CERVINI
CPA, CFE
Partner-in-Charge
630.566.8574
anthony.cervini@sikich.com

BRIAN D. LEFEVRE
CPA, MBA
Partner
630.566.8505
brian.lefevre@sikich.com

CHAD LUCAS
CPA
Partner
217.862.1724
chad.lucas@sikich.com

TAMMY ALSOP
CPA, CFE
Partner
314.275.7277
tammy.alsop@sikich.com

NICK BAVA
CPA, MAS
Partner
630.210.3092
nick.bava@sikich.com

JAMES R. SAVIO
CPA, MAS
Partner
630.566.8516
jim.savio@sikich.com

MARTHA TROTTER
CPA
Partner
630.566.8581
martha.trotter@sikich.com

MIKE WILLIAMS
CPA
Partner
314.275.7277
mike.williams@sikich.com

RAYMOND E. KROUSE JR.
CPA
Partner-in-Charge
Uniform Guidance
630.566.8515
ray.krouse@sikich.com

DANIEL A. BERG
CPA
Director
630.328.2742
dan.berg@sikich.com

VICTORIA DAILEY
CPA
Director
314.590.2407
victoria.dailey@sikich.com

FREDERICK G. LANTZ
CPA
Director
630.566.8557
fred.lantz@sikich.com

TOM SIWICKI
CPA
Director
630.566.8433
tom.siwicki@sikich.com

LAURA BABULA
CPA, MAS
Senior Manager, Audit and Accounting & Consulting Services
630.566.8410
laura.babula@sikich.com

ANNA CADMUS
CPA
Senior Manager, Accounting & Consulting Services
217.862.1743
anna.cadmus@sikich.com

LINDSEY FISH
CPA
Senior Audit Manager
630.210.3142
lindsey.fish@sikich.com

SARAH MONTANARI
CPA, MAS
Senior Audit Manager
630.566.8412
sarah.montanari@sikich.com

KELLEN O'MALLEY
CPA
Senior Audit Manager
630.210.3083
kellen.omalley@sikich.com

LAUREN ALLEN
CPA
Audit Manager
630.566.8518
lauren.allen@sikich.com

BRADLEY JOHNSON
CPA
Audit Manager
630.328.7902
bradley.johnson@sikich.com

GINA KING
MPA
Audit Manager
630.566.8561
gina.king@sikich.com

CHRIS LAIRD
CPA
Audit Manager
630.210.3059
chris.laird@sikich.com

KAREN S. SANCHEZ
CPA, QPA
Partner Resource – Employee Benefits
630.566.8519
karen.sanchez@sikich.com

KEN CRANNEY

Partner Resource – Human Capital Management
508.834.7045
ken.cranney@sikich.com

MARY O'CONNOR
ASA
Partner Resource – Fraud Investigation
312.648.6652
mary.oconnor@sikich.com

STATE AND LOCAL GOVERNMENT SERVICES

Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

SERVICES SIKICH PROVIDES:

- Accounting, Audit, Assurance & Tax
- Business Valuation
- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

TEAM **LEADER**

ANTHONY CERVINI
CPA, CFE
PARTNER-IN-CHARGE

T: 630.566.8574
E: anthony.cervini@sikich.com

WHY SELECT **SIKICH?**

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.

SIKICH®

©2023 Sikich LLP. All Rights Reserved.

OUR EXPERTS

TAMMY ALSOP
CPA, CFE
PARTNER
T: 314.590.2402
E: tammy.alsop@sikich.com

NICK BAVA
CPA, MAS
PARTNER
T: 630.210.3092
E: nick.bava@sikich.com

DAN BERG
CPA
DIRECTOR
T: 630.328.2742
E: dan.berg@sikich.com

VICTORIA DAILEY
CPA
DIRECTOR
T: 314.590.2407
E: victoria.dailey@sikich.com

FRED LANTZ
CPA
DIRECTOR
T: 630.566.8557
E: fred.lantz@sikich.com

BRIAN LEFEVRE
CPA, MBA
PARTNER
T: 630.566.8505
E: brian.lefevre@sikich.com

CHAD LUCAS
CPA
PARTNER
T: 217.862.1724
E: chad.lucas@sikich.com

JIM SAVIO
CPA, MAS
PARTNER
T: 630.566.8516
E: jim.savio@sikich.com

TOM SIWICKI
CPA
DIRECTOR
T: 630.566.8433
E: tom.siwicki@sikich.com

MARTHA TROTTER
CPA
PARTNER
T: 630.566.8581
E: martha.trotter@sikich.com

MIKE WILLIAMS
CPA
PARTNER
T: 314.590.2401
E: mike.williams@sikich.com

Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

ABOUT **SIKICH**

Sikich LLP is a global company specializing in technology-enabled professional services. Now with more than 1,500 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

SIKICH®

©2023 Sikich LLP. All Rights Reserved.

SIKICH®

ACCOUNTING TECHNOLOGY ADVISORY

Sikich LLP is a global company specializing in technology-enabled professional services.

Now with more than 1,600 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

SPECIALIZED SERVICES

ACCOUNTING, AUDIT, TAX & CONSULTING SERVICES

- Outsourced Accounting
- Audit & Assurance
- Consulting Services
- Employee Benefit Plan Audits
- International Tax
- Tax

TECHNOLOGY

- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

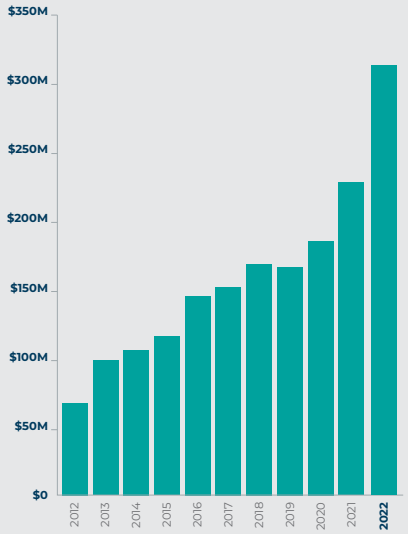
ADVISORY

- Forensic & Valuation Services
- Governance, Risk & Compliance Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking*
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Site Selection & Business Incentives
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management**
- Workforce Risk Management

** Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.*
*** Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.*

WHO WE ARE

TOTAL PARTNERS ..... **100+**
TOTAL PERSONNEL ..... **1,600+**
2022 REVENUE **$316.4M**



OFFICE LOCATIONS

Ahmedabad, GJ
Akron, OH
330.864.6661
Alexandria, VA
703.836.1350
703.836.6701
Bangalore, KA
Boston, MA
508.485.5588
Chattanooga, TN
423.954.3007
Chicago, IL
312.648.6666
Decatur, IL
217.423.6000
Indianapolis, IN
317.842.4466
Los Angeles, CA
877.279.1900
Sacramento, CA
925.577.5144
Milwaukee, WI
262.754.9400
Naperville, IL
630.566.8400
Peoria, IL
309.694.4251
Princeton, NJ
609.285.5000
Springfield, IL
217.793.3363
St. Louis, MO
314.275.7277
Washington, MO
636.239.4785

©2023 Sikich LLP. All Rights Reserved.

CULTURE

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Bias for Action, Continuous Innovation and Servant Leadership. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.

Great Place To Work. Certified FEB 2023-FEB 2024 USA

CERTIFICATIONS & AWARDS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the **American Institute of Certified Public Accountants' Governmental Audit Quality Center** and the **Employee Benefit Plan Audit Quality Center.**

AICPA Governmental Audit Quality Center

We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. **In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report,** the highest level of recognition conferred upon a public accounting firm for its quality control systems.

AICPA Employee Benefit Plan Audit Quality Center Member

Sikich ranks among the **top 30 firms nationally** on the ***Accounting Today*** **Top 100 Firms list.**

Sikich is among the **50 firms that place on Inside Public Accounting's 2023 Best of the Best Firms,** an exclusive list that ranks organizations on key areas of management, growth and strategic vision.

INSIDE public accounting BEST OF THE BEST FIRMS 2023

Sikich is a **Microsoft Dynamics' 2023/2024 Inner Circle** award recipient, a recognition that places Sikich in the **top 1% of all Microsoft Business Applications partners globally**.

2023/2024 INNERCIRCLE for Microsoft Business Applications

We also maintain the **Oracle NetSuite 5 Star Award** and are among the **top three U.S. partners of Oracle NetSuite**.

ORACLE + NETSUITE 5 STAR AWARD 2021

Sikich ranks on the **Redmond Channel Partner Magazine's top 350 Microsoft partners in the U.S.**, **CRN's Top 500 Managed Service Providers, CRN's Top 500 Solution Providers** and **Channel Futures' MSP 501.**

CYBERSECURITY BREAKTHROUGH AWARD 2022 · RCP 350 TOP U.S. MICROSOFT PARTNERS · CRN MSP 500 2023 · CRN SOLUTION PROVIDER 500 2023 · MSP 501 Channel Futures

NET PROMOTER SCORE

The firm's overall Net Promoter Score (NPS) is 87%.
This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.

©2023 Sikich LLP. All Rights Reserved.

November 17, 2023

Christopher Geier
Sikich LLP
1415 W DIEHL RD STE 400
NAPERVILLE, IL 60563-1197

Dear Christopher Geier:

It is my pleasure to notify you that on November 17, 2023, the Peer Review Alliance Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2026. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Peer Review Committee

Peer Review Committee

peerreview@icpas.org
800.993.0407, then dial 4

cc: Mark Hinsen, Christopher Rabin

Firm Number: 900010098516 Review Number: 601341

ANDERS
CPAs + ADVISORS

Report on the Firm's System of Quality Control

August 30, 2023

To the Partners of Sikich USA CPA LLP
and the Peer Review Alliance Report Acceptance Committee

We have reviewed the system of quality control for the accounting and auditing practice of Sikich USA CPA LLP (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at http://www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Audit Standards*, including a compliance audit under the Single Audit Act and an audit of a employee benefit plan.

Anders Minkler Huber & Helm LLP | 800 Market Street-Suite 500 | St. Louis, MO 63101-2501 | p (314) 655-5500 | f (314) 655-5501 | www.anderscpa.com

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich USA CPA LLP in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich USA CPA LLP has received a peer review rating of *pass*.

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

Legal Department

DATE: 11/30/2023

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Revisions to Garbage & Recycling Ordinance (Chapter 56)

SUMMARY RECOMMENDATION: It is recommended that the proposed ordinance be adopted, along with the new rates, which are an appendix to the ordinance. Packet materials include a strike-out/cross-out copy to highlight changes, and a clean copy without strike-outs and cross-outs (this version does not include all sections where NO CHANGES are proposed.

BACKGROUND:
The proposed ordinance updates rules governing garbage and recycling collection, handling of yard wastes and bulky items, and makes several other changes. Local haulers were last allowed by the city to make rate changes in July 2021. Since then, the monthly base rate has remained unchanged. The monthly base rate beginning in 2024 will go from $19/month to $23.50/month; but the new ordinance does away with all cart rental fees, and many other miscellaneous fees heretofore charged by local haulers. As a result, the majority of residential customers covered by the new ordinance we will see no increase in the first scheduled incremental increase (some may see a small decrease).

Although there are numerous small changes proposed to Chapter 56, there are 3 major non-rate changes:

1. All covered residential customers must use a 64 or 96 gallon, wheeled tote for garbage collection, and a separate 64 or 96 gallon wheeled tote for recycling. Private haulers will be required to provide carts meeting the ordinance's requirements to customers for no additional charge above the base rate. The city will no longer provide recycling carts, as they will be provided instead by the appropriate hauler. Carts/containers provided by the haulers in this way will remain the property of the hauler. Customers who purchased their own carts can continue to use them if they meet the specifications for automated collection. Alternatively, they can use them for yard waste or some other purpose and ask for a new cart from their assigned hauler.

2. With some exceptions, most alley pick-ups will be eliminated. Alley collection damages alley surfaces, and it usually can only be performed with rear-loading trucks, and not those picking up with mechanical arms. There are approximately 1300 alley collected customers (about 6% of the total customer base). The transition from alley to street collection will be phased-in over a 3 to 4 month period. Haulers, and not the city, will be empowered to determine if terrain, grade, obstructions or other unique on-site conditions warrant the continuation of alley service. Hauler will also handle advance notice to alley customers; but the city will assist in the public information

effort.

3. Customers who want premium yard waste services (beyond the yard waste services provided under "basic services") will be free to seek-out additional services from the hauler of their choice. Each hauler will be required to post with the city (every January 1st) their rates for premium service.

"Basic Service" will include once weekly garbage collection, once weekly recycling collection and disposal, and unlimited yard waste removal for 6 weeks in the Spring and 6 weeks in the Fall, at times set by the city (since climate changes can influence the "best" six weeks for Spring and Fall yard waste collection. In the past, these 6-week periods started on April 1 and November 1. "Basic Service" also includes 5 separate bulky waste collections at curb side each year, and each collection event can have up to 5 bulky items.

The proposed ordinance includes many new provisions intended to eliminate ambiguous language from the past and provide other customer protections:

1. Additional miscellaneous charges are not allowed without council's approval.
2. Hardship locations are expanded to include recycling, and not just garbage collection.
3. Promulgated rules will require that if a customer misses an entire weekly collection cycle, the hauler must credit their bill for 50% of a month's rate.
4. The proposed ordinance includes new language empowering the city to change boundaries and reassign entire neighborhoods to a different hauler if there is a pattern of poor service.
5. If customers are assessed an extra fee for "overages" (extra garbage left out in addition to what fits in the carts, or excessive bulky waste) then the hauler must have photographic evidence of the overage.
6. Customers can request a cessation in billing when they are absent for several months without a penalty.

This ordinance defers any action on providing additional special household hazardous waste services, any consideration of the city taking over responsibility for billing, and some other issues. But once these revisions are in place, it will make it easier for the city to isolate portions of the city for competitive bidding to determine assigned haulers. When it happens, this will be an additional step to make sure customers pay competitive rates for garbage and recycling services.

The base rate is proposed to increase by 4% each year after 2024.

PRIOR COUNCIL ACTION: On November 2, 2023, and in accordance with city ordinance requirements, the city conducted a hearing on the proposed rate changes. An independent hearing examiner facilitated this hearing. He approved the proposed rates, although the council is not bound by his finding.

POTENTIAL OBJECTIONS: Customers who have not experienced good service, especially during the pandemic, will likely object to the changes, as will customers who currently have alley service. But the rates proposed are less than the amounts requested by the haulers. We have determined that haulers have experienced large cost increases since 2021, and they are in excess of

the CPI.

ATTACHMENTS:

Description	Type
Ordinance Amending Chapter 56 Refuse and Recycleables Removal	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 56 –
- REFUSE AND RECYCLABLES REMOVAL –

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 2, 3, 7, and 8 - 46 so that Sections 2, 3, 7, and 8 - 46 as so modified and amended, shall provide as follows:

…2. **DEFINITIONS**. As used in this Chapter, unless context otherwise requires, the following words or phrases shall mean:

Basic removal service (Single Family, Duplex and Triplex): Once weekly removal of refuse and once weekly removal of recyclables, with limited large item pick-up as further described herein. Weekly removal of landscape waste shall be provided for six weeks in the spring and for six weeks in the fall of each year at times set by the City and publicized to all haulers and residents at least thirty (30) days ahead of the start of seasonal collection. If the City does not set commencement dates, the weekly removal of landscape waste shall begin April 1 and November 1 of each year. Haulers licensed to provide services in respective areas shall offer options to residents who request additional landscape waste removal services beyond those offered under "Basic Removal Service", and shall publish and advertise the same to customers in their assigned areas, and will not alter or amend such optional services more than once annually. Haulers shall file rates for additional landscape removal services with the City by January 1 of each year. Additional landscape waste removal options shall be approved by the City Manager under the Promulgated Rules. Customers may use any waste hauler for extra collection of landscape waste, beyond the services offered under "Basic Removal Service".

Basic removal service (Fourplex, Fiveplex and Sixplex): Twice weekly removal of refuse and once weekly removal of recyclables with one annual large item pick up. Weekly removal of landscape waste shall be provided for six weeks in the spring and for eight weeks in the fall of each year at times set by the City and publicized to all haulers and residents at least thirty (30) days ahead of the start of seasonal collection. If the City does not set commencement dates, the weekly removal of landscape waste shall begin April 1 and November 1 of each year. Haulers licensed to provide services in respective areas shall offer options to residents who request additional landscape waste removal services beyond those offered under "Basic Removal Service," and shall publish and advertise the same to customers in their assigned areas, and will not alter or amend such optional services more than once annually. Haulers shall file rates for additional landscape removal services with the City by January 1 of each year. Additional landscape waste removal options shall be approved by the City Manager under the Promulgated Rules. Customers may use any waste hauler for extra collection of landscape waste, beyond the services offered under "Basic Removal Service".

Commercial: All that which is not defined as residential as well as properties owned by the Decatur Housing Authority.

Container: Container, or cart, or toter, for purposes of this Chapter, shall mean a water-tight, heavy-duty plastic receptacle with a rated capacity of sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels and suited for mechanized collection.

Expanded Basic Residential Service: Extra carts and containers beyond what is provided in Basic Removal Service and for which an extra fee is charged as set by the rate appendix, under rules detailed in the Promulgated Rules.

Garbage: Refuse resulting from the handling, processing, preparation, cooking and consumption of food or food products.

Hardship Customer: A customer who is physically unable to place refuse and recycling containers at the curb and has no family member or other person living in the residence able to place the refuse and recycling containers at the curb. Medical verification shall be provided to the hauler prior to the hauler being required to provide such hardship service.

Landscape waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated on the customer's residence as the result of the care of lawns, shrubbery, vines and trees.

Large item pick-up: Customers will be permitted five (5) separate large item pick-ups annually. Each of these pick-ups may include removal of one household appliance such as a refrigerator, oven or dishwasher and not more than four (4) other items, none of which are able to be placed in an approved container, and all of which items must be placed at the curb by the customer. If no household appliance is placed for removal, each large item pick-up shall have no more than five (5) items. A twenty dollar ($20.00) surcharge will be assessed for any pickup of an appliance with refrigerant. Large item pick-ups exceeding this five (5) item parameter will be assessed a fee added to their bill. All large item pick-ups should be scheduled in advance with the hauler as provided by the City Manager under Promulgated Rules.

Overage: Means refuse exceeding its container's intended capacity as evidenced by refuse that does not fit into the container, or is not placed into the container, is on top of the container or otherwise placed in the vicinity of the container, in bags or otherwise.

Overage Charge: Means an amount charged to garbage and recycling service recipients to compensate for the expense incurred by the hauler from overages, and to provide a financial incentive to garbage and recycling service recipients to subscribe to the level of service corresponding to their normal trash and recycling needs, such that all materials fit within the container. The assessment of overage charges will require the hauler to provide dated photographic evidence of overages.

Recyclables: Material that has been recovered or diverted from the nonhazardous solid waste stream for purpose of reuse, recycling or reclamation and a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials.

Refuse: Any discarded matter, including but not limited to garbage, sweepings, landscape waste, paper, cardboard, tin cans, ashes, bottles and similar other accumulations, but excluding special waste as defined by the Illinois Pollution Control Board.

Residential: Premises and buildings occupied by six or fewer living units, on routes predominantly serving residential premises. Refuse and recyclables produced on residential premises.

3. **RULES AND REGULATIONS**….

…B. Other provisions of this Chapter to the contrary notwithstanding, the City Manager is further authorized to modify the terms and conditions of removal service for licensees in residential areas specified by such officer, so long as such modifications do not conflict with the terms and conditions stipulated herein….

7. **CLEAN CONTAINERS**. Garbage and recycling temporarily stored shall be kept only in approved totes, carts, bins and containers kept clean and closed. All such totes, carts, bins and containers shall be either sixty-four (64) or ninety-six (96) gallon wheeled containers approved by or expressly provided by the City or by the assigned waste hauler and labelled and used exclusively for the purpose of storing garbage or recyclables for subsequent collection and transportation.

8. **APPROVED CONTAINERS**.

A. For basic removal service in residential single family, duplex, triplex, fourplex, fiveplex and sixplex, approved containers for refuse other than landscape waste are the following:

(a) Water-tight bulk containers as defined in Section 2 with attached covers for commercial pickup.

(b) Water-tight bulk containers with attached covers for residential pickup of either 64 or 96 gallons and meeting approved standards for automated or semi-automated collection. Larger bulk containers may be leased from licensed refuse haulers, purchased from licensed refuse haulers or purchased from an independent source. Approved residential containers shall be provided by the assigned hauler at no additional fee. Customers already possessing containers meeting the requirements of this ordinance may continue to use them as provided herein, or may request a container from their hauler, but their monthly fee will remain the same as for all other similar customers. The cost of containers provided by the haulers for basic service will be included in the monthly fee charged to all customers. All containers provided by licensed haulers will remain the property of the licensed hauler providing them….

… C. Approved containers for recyclables are the following:

Water-tight bulk containers with attached covers for residential pickup of either 64 gallons or 96 gallons and meeting approved standards for automated or semi-automated collection. The totes, carts and containers for recyclables will be provided by the assigned hauler, unless the customer already has suitable containers meeting the requirements of this ordinance, and the cost of said containers will be recovered in the base monthly fee charged to customers, as provided herein. Customers may request a replacement of a privately-owned container at no charge.

9. **BULK CONTAINERS**. All bulk containers (dumpsters) and detachable units shall be at all times kept in a place easily accessible to private contractors and shall at all times be kept clean, neat, painted and in a good state of repair. However, no bulk container (dumpsters) or detachable unit shall be stored in front of a business, residence, in front of the building line closest to the street, or on a public right-of-way….

10. **LOCATION OF CONTAINER**. Refuse and recyclables containers on private property, for other than landscape waste, shall be placed and kept at all times either within or adjacent to a building at a location which does not front or face any public street.

11. **SPILLAGE**. To avoid spillage, all garbage shall be thoroughly drained of surplus liquid before being placed in containers.

12. **ASHES**. All ashes, chips and briquettes shall be thoroughly extinguished before being placed in containers.

13. **LIMBS AND BRANCHES**. Limbs, branches and wood which are set out for removal shall be tied securely in bundles not to exceed 48 inches in length or 35 pounds in weight. Such approved bundles shall be placed within three feet of the curb no earlier than 24 hours before the established removal time.

14. **GRASS CLIPPINGS**. Landscape waste, other than limbs, branches and wood, shall be placed in approved containers within three feet of the curb. Such approved containers may be so placed no earlier than 24 hours before the established removal time.

15. **TAMPERING WITH CONTAINER.** …

16. **USE OF OTHER CONTAINER.** …

17. **PAYMENT REQUIRED**. All owners of residential premises in the City shall subscribe to, and be a customer of, the licensee for refuse and recyclables removal for the residential area containing said premises, as described herein, and it shall be unlawful, and a violation of this section, for any such owner to fail at any time to be fully and lawfully entitled to receive refuse and recyclables removal service from such licensee. It shall be a defense to any prosecution for a violation hereof that the licensee from whom the property owner is required to receive service has failed to provide such service in material breach of the provisions of this Chapter or any other applicable law or ordinance, or in material breach of any lawful agreement between said owner and licensee. Each residential customer may temporarily interrupt collection service for a minimum two (2) month period once per year. Any service interruption must be scheduled in advance with the licensee, be for a minimum two (2) month period and is subject to one stop/start $5 fee.

The rates for refuse and recyclables removal for residential premises are detailed in Appendix A of this Chapter.

18. **SERVICE REQUIRED.** …

19. **COMMERCIAL PREMISES**. Basic removal service shall be provided, either by the owner or occupant thereof, or by a licensee hereunder, at all commercial premises in the City where refuse is produced.

20. **VEHICLES**….

21. **REMOVAL**….

22. **APPLICATION**….

23. **LICENSE FEE.**

All applications for licenses or renewals thereof shall be accompanied by an annual fee of Six Hundred Dollars ($600.00) plus Two Hundred Dollars ($200.00) for each vehicle to be operated during the license year or for any portion of a license year. Trucks taken out of service and/or replaced during the course of the year must be reported to the City and an additional Two Hundred Dollar ($200.00) fee paid for new trucks put into service. The license year shall commence January 1, and end the following December 3l.

24. **RESIDENTIAL AREAS**. The residential areas described in applications for licenses hereunder shall be those respective areas established and existing on January 1, 2023, as shown by the descriptions attached to the license applications on file with the Finance Department on that date. No residential area, or part of an area, shall be changed, or changed from one license to another except upon notice to each licensee and the occupant of each residence that would be affected by any proposed change and after a hearing before the City Manager in the time and manner provided for hearings other than to establish rates, and as provided by this Chapter.

25. **LICENSED AREAS**. No residential area shall be included in the boundaries of more than one license. Boundaries of licensed areas may be changed by the City as provided in this Chapter.

26. **PUBLIC HEARING**….

27. **REPORT OF HEARING**. Such hearing officer may consider that which is submitted concerning any item contained within such application; the experience and responsibility of the applicant; the effect the proposed service may have on the general health, safety and welfare of the community; and such other matters as may to such officer appear to be germane, and such officer shall file with the Finance Department a report in writing of findings and conclusions with regard thereto, which said report shall specifically, in addition to whatever else may be reported, state findings as to:

(a) Whether or not the public is at the time reasonably and adequately served.
(b) Whether or not convenience and necessity requires the proposed service.

(c) Whether or not the proposed service, location, personnel, equipment, vehicles and operation comply with the provisions of this Chapter.

(d) Whether or not the license applied for should be granted.

28. **REVIEW BY COUNCIL**….

29. **REQUIREMENTS FOR LICENSE**….

30. **VEHICLE DECAL**….

31. **VEHICLE NUMBER**….

32. **CLOSED VEHICLES**….

33. **INSPECTION OF VEHICLES**….

34. **COLLECTION OF REFUSE AND RECYCLABLES**. Licensees hereunder shall make collections with a minimum of noise and disturbance to the customer. Refuse and recyclables containers shall be handled carefully and shall be thoroughly emptied and then left where they were placed for collection. Any refuse and recyclables spilled by the licensee shall be picked up immediately and the area left clean. In those areas of the City in residential zoning districts as established and provided by the Zoning Ordinance, or upon streets lying within said districts or next and adjacent thereto no refuse and recyclables shall be collected by any licensee hereunder between the hours of 6:00 P.M. and 6:00 A.M. of the following day, and in all other areas of the City no refuse and recyclables shall be collected between the hours of 6:00 P.M. and 5:00 A.M of the following day. In the case of special events, the City Manager may allow special hours of refuse and recyclables pickup for no more than seven (7) consecutive days.

35. **USE OF STREETS**. When serving commercial producers, and when going to and from served residential areas, licensee shall use major or collector streets and avoid using residential streets unless not practically possible so to do. Except for hardship and special access customers necessitating alley collection as determined by the hauler, all collections will be upon streets.

36. **LIST OF CUSTOMERS**. The licensee hereunder shall at all times keep a list of the names of his customers and their addresses and shall, upon request, deliver a copy of the same to the Finance Department.

37. **LICENSEE TELEPHONE**. Each licensee hereunder shall maintain an office and telephone service, which telephone number shall be plainly denoted on all vehicles required to be tagged under the provisions hereof and in the local yellow pages. Such licensee shall maintain reasonable office hours, and have a method for customers to speak to an employee of the licensee.

38. **BILLING**. Licensees hereunder shall bill their customers on a regular and consistent basis, but not more frequently than once every month. Licensees may use different methods for collection of payment of bills but, with the exception of credit card processing fees, licensee shall not charge different rates for in-person, by-mail, online or other payment methods.

39. **RATE SCHEDULES**. Monthly customer fees for garbage and recycling services shall only be those specifically set forth herein and shall include the cost of garbage, recycling, minimum landscape waste as described in this Chapter and its Rate Appendix, and for extra containers if so provided, and for other fees specifically included in the Promulgated Rules approved by the Office of the City Manager and posted to the City's official website. Licensed haulers are allowed to assess extra charges only for extra landscape waste removal services beyond the "Minimum Removal Residential Service" provided in this Chapter, and for large item waste removal services beyond those specifically stipulated in this Chapter. A schedule of those charges shall be filed with the Finance Department by each licensee, and shall be approved prior to their implementation by haulers by the City Manager as part of the Promulgated Rules. The process for any modification in the rates shall be contained in the Promulgated Rules.

40. **UNIQUE SERVICES**. Nothing in this Chapter shall prohibit a licensee from, by mutual agreement with a party served, establishing a price for unique or unusual, other than regular haulage of things other than refuse and recyclables including but not limited to back door service or for customized removal of refuse and recyclables in amounts greater than, or at frequencies more often than, that included in regular service for which rates are established hereunder. Back door service shall be provided to Hardship Customers at no charge. No unique services fees or charges will be assessed or collected for basic services as described in this Chapter.

41. **ANNEXATION**….

42. **REVOCATION OF LICENSE**. The City Manager may suspend, revoke, fine, or deny renewal of a license to remove refuse and recyclables issued under the provisions hereof or of any other applicable code, ordinance, rule, regulation, or statute of the City of Decatur, County of Macon or State of Illinois, or seek alternative haulers, as provided in this Chapter. The fine shall not exceed Five Hundred Dollars ($500.00) for each offense, and each day of a continuing violation shall be deemed a separate offense. Such suspension, revocation, fine, or denial of renewal may take place only after the licensee has been given written notice warning of possible suspension, revocation, fine, or denial and a hearing, if requested by the licensee, before the City Manager. Such request for a hearing must be made within five (5) days of receipt of such written notice. If a license is revoked or suspended, a pattern of poor collection services exists in one or more neighborhoods of the City, or the licensee is otherwise unable to operate, after notice is provided to the licensee, the City Manager may assign the route(s) to another licensed hauler on a temporary basis. Alternatively, if a licensee is found to be unable to properly perform its duties, after notice is provided to the licensee, the City Manager may request

offers from alternative licensees in selected neighborhoods, or a hauler's entire service area, where poor service, repeated collection irregularities, or inability to operate collection in assigned route(s), in whole or part, and permanently award collection services provided herein to an alternative licensed hauler.

43. **PENALTY**….

44. **FORCE MAJEURE**. For purposes of this ordinance, force majeure will mean any act of terrorism, Act of God, landslides, lightening, forest fires, extreme storm events, flooding, typhoons, hurricanes, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of a natural disaster, pandemics, quarantines, civil disturbances, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts), acts of domestic or foreign governments acting to restrain or interfere with commerce, or other unforeseen and unforeseeable events not within the reasonable control of the hauler, and which directly result in losses which cannot be avoided or mitigated through negotiation, alternative scheduling and arrangements, revised scheduling and other interventions agreed upon by the hauler(s) and the City.

APPENDIX A: RATES

Type of Residence	2023 rate per month as of Sept. 1, 2023	2024 rate per month as of July 1, 2024	2025 rate per month as of July 1, 2025	2026 rate per month as of July 1, 2026
Basic Residential Service - Single Family	$23.50 per month	$24.44 per month	$25.41 per month	$26.42 per month
Expanded Basic Residential Service - Single Family	$11.00 per month, per container	$11.44 per month, per container	$11.90 per month, per container	$12.37 per month, per container
Basic Residential Service - Duplex	$35.50 per month	$36.92 per month	$38.39 per month	$39.93 per month
Expanded Basic Residential Service – Duplex	$11.00 per month, per container	$11.44 per month, per container	$11.90 per month, per container	$12.37 per month, per container
Basic Residential Service – Triplex	$47.50 per month	$49.40 per month	$51.37 per month	$53.43 per month

Expanded Basic Residential Service – Triplex	$11.00 per month, per container	$11.44 per month, per container	$11.90 per month, per container	$12.37 per month, per container
Basic Residential Service – Fourplex	$59.50 per month	$61.88 per month	$64.35 per month	$66.92 per month
Basic Residential Service – Fiveplex	$71.50 per month	$74.36 per month	$77.33 per month	$80.42 per month
Basic Residential Service - Sixplex	$83.50 per month	$86.84 per month	$90.31 per month	$93.92 per month
Minimum Removal Residential	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Premium Yard Waste Option	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules
Single Stream Recycling	$2.50 per unit (on City water bill)	$2.50 per unit (on City water bill)	$2.50 per unit (on City water bill)	$2.50 per unit (on City water bill)
Extra recycling containers	No Charge	No Charge	No Charge	No Charge
Misc. Fees	None	None	None	None

Special Note: Private haulers who do not replace totes and receptacles as a part of the fees provided herein, will not be authorized to increase their fees as provided herein.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of December, 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2023.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 56

- REFUSE AND RECYCLABLES REMOVAL –

2. **DEFINITIONS**. As used in this Chapter, unless context otherwise requires, the following words or phrases shall mean:

Basic removal service (Single Family, Duplex and Triplex): Once weekly removal of refuse and once weekly removal of recyclables, with ~~one annual~~ limited large item pick-up as further described herein. Weekly removal of landscape waste shall be provided for six weeks in the spring ~~beginning April 1~~ and for six weeks in the fall ~~beginning November 1~~ of each year at times set by the City and publicized to all haulers and residents at least thirty (30) days ahead of the start of seasonal collection. If the City does not set commencement dates, the weekly removal of landscape waste shall begin April 1 and November 1 of each year. ~~A premium landscape waste option is available to all single family customers with one weekly removal of landscape waste, yearlong. Under the premium option weekly removal of landscape waste shall be provided upon customer request during the period of January 1 through March 31.~~ Haulers licensed to provide services in respective areas shall offer options to residents who request additional landscape waste removal services beyond those offered under "Basic Removal Service", and shall publish and advertise the same to customers in their assigned areas, and will not alter or amend such optional services more than once annually. Haulers shall file rates for additional landscape removal services with the City by January 1 of each year. Additional landscape waste removal options shall be approved by the City Manager under the Promulgated Rules. Customers may use any waste hauler for extra collection of landscape waste, beyond the services offered under "Basic Removal Service". ~~A premium landscape waste option is~~

~~available to all single family customers with one weekly removal of landscape waste, yearlong. Under the premium option weekly removal of landscape waste shall be provided upon customer request during the period of January 1 through March 31.~~

Basic removal service (Fourplex, Fiveplex and Sixplex): Twice weekly removal of refuse and once weekly removal of recyclables with one annual large item pick up. Weekly removal of landscape waste shall be provided for six weeks in the spring ~~beginning April 1~~ and for six weeks in the fall ~~beginning November 1~~ of each year at times set by the City and publicized to all haulers and residents at least thirty (30) days ahead of the start of seasonal collection. If the City does not set commencement dates, the weekly removal of landscape waste shall begin April 1 and November 1 of each year. Haulers licensed to provide services in respective areas shall offer options to residents who request additional landscape waste removal services beyond those offered under "Basic Removal Service," and shall publish and advertise the same to customers in their assigned areas, and will not alter or amend such optional services more than once annually. Haulers shall file rates for additional landscape removal services with the City by January 1 of each year. Additional landscape waste removal options shall be approved by the City Manager under the Promulgated Rules. Customers may use any waste hauler for extra collection of landscape waste, beyond the services offered under "Basic Removal Service". ~~A premium landscape waste option is available to all duplex, triplex, fourplex, fiveplex and sixplex customers with one weekly removal of landscape waste, yearlong. Under the premium option weekly removal of landscape waste shall be provided upon customer request during the period of January 1 through March 31.~~

Commercial: All that which is not defined as residential as well as properties owned by the Decatur Housing Authority.

Container: Container, or cart, or toter, for purposes of this Chapter, shall mean a water-tight, heavy-duty plastic receptacle with a rated capacity of sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels and suited for mechanized collection.

Expanded Basic Residential Service: Extra carts and containers beyond what is provided in Basic Removal Service and for which an extra fee is charged as set by the rate appendix, under rules detailed in the Promulgated Rules.

Garbage: Refuse resulting from the handling, processing, preparation, cooking and consumption of food or food products.

Hardship Customer: A customer who is physically unable to place refuse and recycling containers at the curb and has no family member or other person living in the residence able to place the refuse and recycling containers at the curb. Medical verification shall be provided to the hauler prior to the hauler being required to provide such hardship service.

Landscape waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated on the customer's residence as the result of the care of lawns, shrubbery, vines and trees.

Large item pick-up: Customers will be permitted five (5) separate large item pick-ups annually. Each of these pick-ups may include r~~R~~emoval of one household appliance such as a refrigerator, oven or dishwasher and not more than four (4) ~~five (5)~~ other items, none of which are able to be placed in an approved container, and all of which items must be placed at the curb by the customer. If no household appliance is placed for removal, each large item pick-up shall have no more than five (5) items. A twenty dollar ($20.00) surcharge will be assessed for any pickup of an appliance with refrigerant. Large item pick-ups exceeding this five (5) item

parameter will be assessed a fee added to their bill. All large item pick-ups should be scheduled in advance with the hauler as provided by the City Manager under Promulgated Rules.

~~Minimum removal service: Service whereby the customer is charged only by the bag of refuse actually removed by the licensed hauler and not a regular monthly rate.~~

Overage: Means refuse exceeding its container's intended capacity as evidenced by refuse that does not fit into the container, or is not placed into the container, is on top of the container or otherwise placed in the vicinity of the container, in bags or otherwise.

Overage Charge: Means an amount charged to garbage and recycling service recipients to compensate for the expense incurred by the hauler from overages, and to provide a financial incentive to garbage and recycling service recipients to subscribe to the level of service corresponding to their normal trash and recycling needs, such that all materials fit within the container. The assessment of overage charges will require the hauler to provide dated photographic evidence of overages.

Recyclables: Material that has been recovered or diverted from the nonhazardous solid waste stream for purpose of reuse, recycling or reclamation and a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials.

Refuse: Any discarded matter, including but not limited to garbage, sweepings, landscape waste, paper, cardboard, tin cans, ashes, bottles and similar other accumulations, but excluding special waste as defined by the Illinois Pollution Control Board.

Residential: Premises and and buildings occupied by six or fewer living units, on r~~R~~outes predominantly serving residential premises. ~~Areas predominantly consisting of residential premises.~~ Refuse and recyclables produced on residential premises.

3. **RULES AND REGULATIONS**.

A. The provisions hereof shall be administered under the supervision of the City Manager, which officer is authorized to promulgate reasonable rules and regulations not contrary thereto in order to facilitate such administration and to carry out the intent and purpose thereof.

B. Other provisions of this Chapter to the contrary notwithstanding, the City Manager is further authorized to modify the terms and conditions of removal service for licensees in residential areas specified by such officer, so long as such modifications do not conflict with the terms and conditions stipulated ~~but only as expressly permitted~~ herein. Such modifications of the removal service otherwise required by the provisions of this Chapter shall be limited in duration, not to exceed three months, and no such modification may be applied to any residential area more than once in any two year period. Modifications as described herein may not be made applicable to more than five residential areas at any time, without the express consent of the Council, and may be made only for the purpose of conducting empirical studies regarding modes of delivery service and the efficacy and economy thereof. Such modifications may require the separation of refuse and recyclables by the producer thereof, and may vary the placement of and container for said refuse and recyclables and the frequency of collection thereof, but no such modification may reduce the number of refuse and recyclables collections to fewer than one per week.

7. **CLEAN CONTAINERS**. Garbage and recycling temporarily stored shall be kept only in approved totes, carts, bins and containers kept clean and closed~~.; excluding recyclables contained in eighteen (18) gallon recycling bins~~ All such totes, carts, bins and containers shall be either sixty-four (64) or ninety-six (96) gallon wheeled containers approved by or expressly

provided by the City or by the assigned waste hauler and labelled and used exclusively for the purpose of storing garbage or recyclables for subsequent collection and transportation.

8. **APPROVED CONTAINERS**.

A. For basic removal service in residential single family, duplex, triplex, fourplex, fiveplex and sixplex, a~~A~~pproved containers for refuse other than landscape waste are the following:

~~(a) Metal or impact resistant plastic water-tight cans of not less than 15 or more than 32 gallon capacity with tight fitting lids and at least two opposing exterior handles; or,~~

(a) ~~(b)~~ Water-tight bulk containers as defined in Section 2 with attached ~~tight fitting~~ covers for commercial pickup.

(b) ~~(c)~~ Water-tight bulk containers with attached ~~tight fitting~~ covers for residential pickup of either ~~not less than~~ 64 ~~32~~ gallons ~~nor more than~~ or 96 gallons and meeting approved standards for automated or semi-automated collection. Larger b~~B~~ulk containers may be leased from licensed refuse haulers, purchased from licensed refuse haulers or purchased from an independent source. Approved residential containers shall be provided by the assigned hauler at no additional fee. Customers already possessing containers meeting the requirements of this ordinance may continue to use them as provided herein, or may request a container from their hauler, but their monthly fee will remain the same as for all other similar customers. The cost of containers provided by the haulers for basic service will be included in the monthly fee charged to all customers. All containers provided by licensed haulers will remain the property of the licensed hauler providing them.

B. Approved containers for landscape waste, other than limbs, branches and wood, are the following:

(a) 33 gallon paper bags designed for composting purposes; or,

(b) Metal or impact resistant plastic water-tight cans of not less than 15 or more than 32 gallon capacity with tight fitting lids and at least two opposing exterior handles, marked with an approved yard waste only sticker.

C. Approved containers for recyclables are the following:

~~(a)~~ Water-tight bulk containers with attached ~~tight fitting~~ covers for residential pickup of either ~~not less than~~ 64 ~~32~~ gallons or ~~more than~~ 96 gallons and meeting approved standards for automated or semi-automated collection. The ~~bulk~~ totes, carts and containers for recyclables will be provided by the assigned hauler, unless the customer already has suitable containers meeting the requirements of this ordinance, and the cost of said containers will be recovered in the base monthly fee charged to customers, as provided herein. Customers may request a replacement of a privately-owned container at no charge. ~~to customers from a source authorized through a contract with the City and a third-party contractor.~~

~~(b) Eighteen (18) gallon plastic bins provided to customers from Suburban Disposal authorized by a contract between the City and Suburban Disposal.~~

~~9. **CONTAINER WEIGHT**. Approved containers, except bulk containers, shall be so filled as not to exceed 35 pounds total weight.~~

9. ~~10.~~ **BULK CONTAINERS**. All bulk containers (dumpsters) and detachable units shall be at all times kept in a place easily accessible to private contractors and shall at all times be kept clean, neat, painted and in a good state of repair. However, no bulk container (dumpsters) or detachable unit shall be stored in front of a business, residence, in front of the building line closest to the street, or on a public right-of-way. Commercial establishments leasing said containers or units shall be responsible for notifying the company from whom they are leasing said containers or units that they are in need of repair. Owners or lessees of bulk

containers or portable packing units shall be responsible for notifying their service contractor of any damaged conditions. Said containers and units shall at all times be kept in a place safely accessible to collection personnel and shall at all times be kept clean, neat, painted and in a good state of repair. All doors and lid springs must be in working condition. Container lids must be kept closed at all times. Cleaning up spilled materials shall be the responsibility of the property owner or occupant. All bulk containers must meet approved standards for automated or semi-automated collection.

10. ~~11.~~ **LOCATION OF CONTAINER**. Refuse and recyclables containers on private property, for other than landscape waste, shall be placed and kept at all times either within or adjacent to a building at a location which does not front or face any public street~~, but which location may front or face an alley~~.

11. ~~12.~~ **SPILLAGE**. To avoid spillage, all garbage shall be thoroughly drained of surplus liquid before being placed in containers.

12. ~~13.~~ **ASHES**. All ashes, chips and briquettes shall be thoroughly extinguished before being placed in containers.

13. ~~14.~~ **LIMBS AND BRANCHES**. Limbs, branches and wood which are set out for removal shall be tied securely in bundles not to exceed 48 inches in length or 35 pounds in weight. Such approved bundles shall be placed within three feet of the curb ~~or alley line, dependent on the nearest location to the established removal route,~~ no earlier than 24 hours before the established removal time.

14. ~~15.~~ **GRASS CLIPPINGS**. Landscape waste, other than limbs, branches and wood, shall be placed in approved containers within three feet of the curb ~~or alley line, dependent on~~

~~the nearest location to the established removal route~~. Such approved containers may be so placed no earlier than 24 hours before the established removal time.

15. ~~16.~~ **TAMPERING WITH CONTAINER**. No person, firm or corporation, except the owner or occupant of the premises whereon the same is produced, or a licensee hereunder authorized so to do, shall take, tamper with or remove the contents of any refuse and recyclables container awaiting removal or any receptacle provided for the disposal of refuse and recyclables by the public generally.

16. ~~17.~~ **USE OF OTHER CONTAINER**. No person, firm or corporation shall use receptacles of another producer or those provided for the disposal of refuse and recyclables by the public generally as a primary means of refuse and recyclables removal.

17. ~~18.~~ **PAYMENT REQUIRED**. All owners of residential premises in the City shall subscribe to, and be a customer of, the licensee for refuse and recyclables removal for the residential area containing said premises, as described herein, and it shall be unlawful, and a violation of this section, for any such owner to fail at any time to be fully and lawfully entitled to receive refuse and recyclables removal service from such licensee. It shall be a defense to any prosecution for a violation hereof that the licensee from whom the property owner is required to receive service has failed to provide such service in material breach of the provisions of this Chapter or any other applicable law or ordinance, or in material breach of any lawful agreement between said owner and licensee. Each residential customer may temporarily interrupt collection service for a minimum two (2) month period once per year. Any service interruption must be scheduled in advance with the licensee, be for a minimum two (2) month period and is subject to one stop/start $5 fee.

The rates for refuse and recyclables removal for residential premises are detailed ~~is as~~

~~follows:~~ in Appendix A of this Chapter.

~~Type of Residence~~	~~2018 rate per month as of July 1, 2018~~	~~2019 rate per month as of July 1, 2019~~	~~2020 rate per month as of July 1, 2020~~	~~2021 rate per month as of July 1, 2021~~
~~Basic Residential Service - Single Family~~	~~$17.50 per month~~	~~$18.00 per month~~	~~$18.50 per month~~	~~$19.00 per month~~
~~Expanded Basic Residential Service - Single Family~~	~~$20.50 per month~~	~~$21.00 per month~~	~~$21.50 per month~~	~~$22.00 per month~~
~~Basic Residential Service - Duplex~~	~~$25.25 per month~~	~~$25.75 per month~~	~~$26.25 per month~~	~~$26.75 per month~~
~~Expanded Basic Residential Service - Duplex~~	~~$29.85 per month~~	~~$30.35 per month~~	~~$30.85 per month~~	~~$31.35 per month~~
~~Basic Residential Service - Triplex~~	~~$31.15 per month~~	~~$31.65 per month~~	~~$32.15 per month~~	~~$32.65 per month~~
~~Expanded Basic Residential Service - Triplex~~	~~$36.95 per month~~	~~$37.45 per month~~	~~$38.95 per month~~	~~$39.45 per month~~
~~Basic Residential Service - Fourplex~~	~~$47.40 per month~~	~~$47.90 per month~~	~~$48.40 per month~~	~~$48.90 per month~~
~~Basic Residential Service - Fiveplex~~	~~$56.30 per month~~	~~$56.80 per month~~	~~$57.30 per month~~	~~$57.80 per month~~
~~Basic Residential~~	~~$65.30 per~~	~~$65.80 per~~	~~$66.30 per~~	~~$66.80 per month~~

~~Service - Sixplex~~	~~month~~	~~month~~	~~month~~	
~~Minimum Removal Residential Service~~	~~$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.~~	~~$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.~~	~~$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.~~	~~$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.~~
~~Premium Yard Waste Option~~	~~$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request yard waste pickup 24 hours in advance.~~	~~$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request yard waste pickup 24 hours in advance.~~	~~$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request yard waste pickup 24 hours in advance.~~	~~$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request yard waste pickup 24 hours in advance.~~
~~Single Stream Recycling~~	~~$2.15 per unit (on City water bill)~~	~~$2.15 per unit (on City water bill)~~	~~$2.15 per unit (on City water bill)~~	~~$2.15 per unit (on City water bill)~~

18. ~~19.~~ **SERVICE REQUIRED**. Each licensee shall provide service to all residential producers in each residential area served under such license unless said producers are delinquent in the payment of any fees for such service, as authorized hereby, or are otherwise in material

breach of the provisions of this Chapter or any other applicable law or ordinance or are in material breach of any lawful agreement between said owner and licensee.

19. ~~20.~~ **COMMERCIAL PREMISES**. Basic removal service shall be provided, either by the owner or occupant thereof, or by a licensee hereunder, at all commercial premises in the City where refuse is produced ~~except where minimum service is permitted~~.

~~21. **MINIMUM REMOVAL SERVICE**. Minimum removal service shall be permitted where the occupancy of the premises is such that the weekly production of refuse is less than the capacity of one approved container.~~

20. ~~22.~~ **VEHICLES**. No vehicles used in and on the streets of the City of Decatur for the removal of refuse and recyclables shall be overloaded nor shall such vehicles be parked in any one place while fully or partially loaded for any longer than is necessary to collect the refuse and recyclables of the person being served. All such vehicles shall be so covered as not to permit the sifting out or spilling or scattering by the wind or leakage of any refuse and recyclables hauled or transported, and such vehicles shall be kept thoroughly cleaned so that when empty they will give off no offensive or obnoxious odors.

21. ~~23.~~ **REMOVAL**. A. Except as provided in subparagraph B hereof, no person, firm or corporation shall remove refuse and recyclables from any premises within the City without a current license issued pursuant to the provisions of this Chapter, provided that the owner or occupant of commercial premises whereon such refuse and recyclables was produced may remove the same.

B. It shall not be a violation of any provision of this Chapter for any person, firm or corporation to remove recyclable materials from any premises within the corporate limits of the City of Decatur if such person, firm or corporation is the owner of said recyclable materials or

does so pursuant to a contract with said City, as provided in Chapter 56.1 of the City Code; for the purposes hereof, "recyclable materials" shall be those materials defined as such in said Chapter 56.1.

22. ~~24.~~ **APPLICATION**. Application for a license and renewals thereof shall be made upon forms prescribed by the City Manager and submitted to the Finance Department. The applications shall contain:

(a) The name and address of the applicant;

(b) The trade or other fictitious name, if any, under which the applicant does business or proposes to do business;

(c) The location of the place or places from which the removal service operates or is intended to operate, and a description, in such form and with such reasonable detail as may be prescribed by the City Manager, of the boundaries of any residential area in the City to be served under such license, or, if only commercial producers will be served, a statement to that effect.

(d) A description of each vehicle which the applicant operates or intends to operate within the license year, including the make, model, year of manufacture, serial number, and the length of time the vehicle has been in use.

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

23. ~~25.~~ **LICENSE FEE.**

All applications for licenses or renewals thereof shall be accompanied by an annual fee of Six Hundred Dollars ($600.00) plus Two Hundred Dollars ($200.00) for each vehicle to be operated during the license year or for any portion of a license year. Trucks taken out of service and/or replaced during the course of the year must be reported to the city and an

additional Two Hundred Dollar ($200.00) fee paid for new trucks put into service. The license year shall commence January 1, and end the following December 3l.

24. ~~26.~~ **RESIDENTIAL AREAS**. The residential areas described in applications for licenses hereunder shall be those respective areas established and existing on January 1, 2023 ~~1983~~, as shown by the descriptions attached to the license applications on file with the Finance Department on that date. No residential area, or part of an area, shall be changed, or changed from one license to another except upon notice to each licensee and the occupant of each residence that would be affected by any proposed change and after a hearing before the City Manager in the time and manner provided for hearings other than to establish rates, and as provided by this Chapter.

25. ~~27.~~ **LICENSED AREAS**. No residential area shall be included in the boundaries of more than one license. Boundaries of licensed areas may be changed by the City as provided in this Chapter.

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

27. ~~29.~~ **REPORT OF HEARING**. Such hearing officer may consider that which is submitted concerning any item contained within such application; the experience and responsibility of the applicant; the effect the proposed service may have on the general health, safety and welfare of the community; and such other matters as may to such officer appear to be

germane, and such officer shall file with the Finance Department a report in writing of findings and conclusions with regard thereto, which said report shall specifically, in addition to whatever else may be reported, state findings as to:

(a) Whether or not the public is at the time reasonably and adequately served.

(b) Whether or not convenience and necessity requires the proposed service.

(c) Whether or not the proposed service, location, personnel, equipment, vehicles and operation comply with the provisions of this Chapter.

(d) Whether or not the license applied for should be granted.

28. ~~30.~~ **REVIEW BY COUNCIL**. Any party aggrieved by the conclusions of such hearing officer as to whether or not a license should be granted may within ten days from the date such report is filed with the Finance Department, file a request with the Finance Department for Council review of said report, whereafter the Council shall consider the report and may make or cause to be made such additional investigation or inquiry as it deems advisable, whereafter the Council may make such determination in the matter as appears to it to be in the best interest of the general health, safety and welfare of the community.

29. ~~31.~~ **REQUIREMENTS FOR LICENSE**. A license for the removal of refuse and recyclables shall not be issued unless the applicant for the same shall have and own proper and necessary vehicles, machinery and appliances for transporting and disposing of refuse and recyclables in conformity with the provisions hereof and with all applicable traffic, health and sanitary ordinances, statutes, regulations or rules of the State of Illinois, the County of Macon and the City of Decatur. Such a license shall not be issued to any applicant who has been convicted of the violation of any health or sanitary rule, regulation, ordinance or statute of said State, County or City.

30. ~~32.~~ **VEHICLE DECAL**. The Finance Department, shall issue to each licensee an appropriate sticker, decal or other device for each vehicle operated under such license, and which shall be displayed on said vehicle at all times of such operation.

31. ~~33.~~ **VEHICLE NUMBER**. The City license number shall be displayed on the front and rear of each truck in legible characters at least six (6) inches in height.

32. ~~34.~~ **CLOSED VEHICLES**. All vehicles used by licensees hereunder to collect and haul refuse and recyclables shall be closed, non-leakable packer-type motor trucks, equipped with a mechanism that is designed in such a way that the entry for refuse and recyclables into the vehicle's body will be exposed only for the time actually required to deposit the refuse and recyclables. The exterior of such vehicles shall at all times be kept neatly painted and the exterior and interior of such vehicles shall be kept thoroughly washed and cleansed with a suitable deodorant at all times.

33. ~~35.~~ **INSPECTION OF VEHICLES**. All vehicles used by licensee hereunder to remove refuse and recyclables are subject to inspection at the discretion of the City Manager and at reasonable hours to assure conformance to the requirements hereof.

34. ~~36.~~ **COLLECTION OF REFUSE AND RECYCLABLES**. Licensees hereunder shall make collections with a minimum of noise and disturbance to the customer. Refuse and recyclables containers shall be handled carefully and shall be thoroughly emptied and then left where they were placed for collection. Any refuse and recyclables spilled by the licensee shall be picked up immediately and the area left clean. In those areas of the City in residential zoning districts as established and provided by the Zoning Ordinance, or upon streets ~~and alleys~~ lying within said districts or next and adjacent thereto no refuse and recyclables shall be collected by any licensee hereunder between the hours of 6:00 P.M. and 6:00 A.M. of the following day, and

in all other areas of the City no refuse and recyclables shall be collected between the hours of 6:00 P.M. and 5:00 A.M of the following day. In the case of special events, the City Manager may allow special hours of refuse and recyclables pickup for no more than seven (7) consecutive days.

35. ~~37.~~ **USE OF STREETS**. When serving commercial producers, and when going to and from served residential areas, licensee shall use major or collector streets and avoid using residential streets unless not practically possible so to do. Except for hardship and special access customers necessitating alley collection as determined by the hauler, all collections will be upon streets.

36. ~~38.~~ **LIST OF CUSTOMERS**. The licensee hereunder shall at all times keep a list of the names of his customers and their addresses and shall, upon request, deliver a copy of the same to the Finance Department.

37. ~~39.~~ **LICENSEE TELEPHONE**. Each licensee hereunder shall maintain an office and telephone service, which telephone number shall be plainly denoted on all vehicles required to be tagged under the provisions hereof and in the local yellow pages. Such licensee shall maintain reasonable office hours, and have a method for customers to speak to an employee of the licensee.

38. ~~40.~~ **BILLING**. Licensees hereunder shall bill their customers on a regular and consistent basis, but not more frequently than once every month. Licensees may use different methods for collection of payment of bills but, with the exception of credit card processing fees, licensee shall not charge different rates for in-person, by-mail, online or other payment methods.

39. ~~41.~~ **RATE SCHEDULES**. Monthly customer fees for garbage and recycling services shall only be those specifically set forth herein and shall include the cost of garbage,

recycling, minimum landscape waste as described in this Chapter and its Rate Appendix, and for extra containers if so provided, and for other fees specifically included in the Promulgated Rules approved by the Office of the City Manager and posted to the City's official website. Licensed haulers are allowed to assess extra charges only for extra landscape waste removal services beyond the "Minimum Removal Residential Service" provided in this Chapter, and for large item waste removal services beyond those specifically stipulated in this Chapter. A schedule of those charges shall be filed with the Finance Department by each licensee, and shall be approved prior to their implementation by haulers by the City Manager as part of the Promulgated Rules. The process for any modification in the rates shall be contained in the Promulgated Rules. ~~Each licensee shall file a rate schedule with the Finance Department setting forth a rate for each type of regular service furnished under such license, which in no case exceed the maximum that may be set by City Council. City Council may also set a service charge for the expense of providing a recycling program as provided in Chapter 56.1 of the City Code that may include the City reimbursing licensed haulers for the collection of recyclables.~~

~~42. **MODIFICATION OF RATES**. In order to establish rates for services for which no rate has heretofore been established, or to modify established rates, a schedule of proposed rates shall be filed with the City Clerk who shall inform the City Manager thereof and the City Manager or his designee shall fix a date, time and place for a public hearing thereon and shall advise the person who filed such schedule thereof and such person shall cause such schedule and notice of hearing to be published at least once in a newspaper of general circulation in the City not less than fifteen (15) nor more than thirty (30) days prior to the hearing date and cause evidence of such publication to be filed with the City Clerk. The City Manager, or his designee,~~

~~shall hold such hearing and receive evidence regarding the proposed rate or rates and thereafter make by filing the same with the City Clerk recommendations to the Council with regard thereto. The Council may approve or disapprove or modify such recommendations in whole or in part by action within forty-five (45) days after the filing thereof with the City Clerk. Should the Council not so act within such forty-five (45) days, the recommendation shall be deemed to have been approved and the recommended rates shall become the authorized maximum rates. Nothing herein shall prevent the Council from initiating establishment or modification of rates in such other manner as it may select. Except upon initiation by the Council, application for modification of established rates shall not be made more than once during a license term.~~

40. ~~43~~. **UNIQUE SERVICES**. Nothing in this Chapter shall prohibit a licensee from, by mutual agreement with a party served, establishing a price for unique or unusual, other than regular haulage of things other than refuse and recyclables including but not limited to back door service or for customized removal of refuse and recyclables in amounts greater than, or at frequencies more often than, that included in regular service for which rates are established hereunder. Back door service shall be provided to Hardship Customers at no charge. No unique services fees or charges will be assessed or collected for basic services as described in this Chapter.

41. ~~44~~. **ANNEXATION**. Territory annexed to the City shall be added to the area of the then current licensee that can more conveniently and efficiently serve such territory, the determination of which, if not reached by agreement, shall be made by the City Manager.

42. ~~45~~. **REVOCATION OF LICENSE**. The City Manager may suspend, revoke, fine, or deny renewal of a license to remove refuse and recyclables issued under the provisions hereof or of any other applicable code, ordinance, rule, regulation, or statute of the City of Decatur,

County of Macon or State of Illinois, or seek alternative haulers, as provided in this Chapter. The fine shall not exceed Five Hundred Dollars ($500.00) for each offense, and each day of a continuing violation shall be deemed a separate offense. Such suspension, revocation, fine, or denial of renewal may take place only after the licensee has been given written notice warning of possible suspension, revocation, fine, or denial and a hearing, if requested by the licensee, before the City Manager. Such request for a hearing must be made within five (5) days of receipt of such written notice. If a license is revoked or suspended, a pattern of poor collection services exists in one or more neighborhoods of the City, or the licensee is otherwise unable to operate, after notice is provided to the licensee, the City Manager may assign the route(s) to another licensed hauler on a temporary basis. Alternatively, if a licensee is found to be unable to properly perform its duties, after notice is provided to the licensee, the City Manager may request offers from alternative licensees in selected neighborhoods, or a hauler's entire service area, where poor service, repeated collection irregularities, or inability to operate collection collection in assigned route(s), in whole or part, and permanently award collection services provided herein to an alternative licensed hauler.

43. ~~46~~. **PENALTY**. Any person, firm or corporation who shall violate any provision of this Chapter 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 on which a violation occurs or continues shall be considered a separate offense. The penalties or remedies provided herein shall be cumulative and resort to any one or more shall be no defense to prosecution of another.

44. **FORCE MAJEURE**. For purposes of this ordinance, force majeure will mean any act of terrorism, Act of God, landslides, lightening, forest fires, extreme storm events, flooding, typhoons, hurricanes, earthquakes, volcanic eruptions, other natural disasters or the imminent

threat of a natural disaster, pandemics, quarantines, civil disturbances, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts), acts of domestic or foreign governments acting to restrain or interfere with commerce, or other unforeseen and unforeseeable events not within the reasonable control of the hauler, and which directly result in losses which cannot be avoided or mitigated through negotiation, alternative scheduling and arrangements, revised scheduling and other interventions agreed upon by the hauler(s) and the City.

APPENDIX A: RATES

Type of Residence	2023 rate per month as of Sept. 1, 2023	2024 rate per month as of July 1, 2024	2025 rate per month as of July 1, 2025	2026 rate per month as of July 1, 2026
Basic Residential Service - Single Family	$23.50 per month	$24.44 per month	$25.41 per month	$26.42 per month
Expanded Basic Residential Service - Single Family	$11.00 per month, per container	$11.44 per month, per container	$11.90 per month, per container	$12.37 per month, per container
Basic Residential Service - Duplex	$35.50 per month	$36.92 per month	$38.39 per month	$39.93 per month
Expanded Basic Residential Service – Duplex	$11.00 per month, per container	$11.44 per month, per container	$11.90 per month, per container	$12.37 per month, per container
Basic Residential Service – Triplex	$47.50 per month	$49.40 per month	$51.37 per month	$53.43 per month
Expanded Basic Residential	$11.00 per month, per container	$11.44 per month, per container	$11.90 per month, per container	$12.37 per month, per container

Service – Triplex				
Basic Residential Service – Fourplex	$59.50 per month	$61.88 per month	$64.35 per month	$66.92 per month
Basic Residential Service – Fiveplex	$71.50 per month	$74.36 per month	$77.33 per month	$80.42 per month
Basic Residential Service - Sixplex	$83.50 per month	$86.84 per month	$90.31 per month	$93.92 per month
Minimum Removal Residential	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Premium Yard Waste Option	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules	As per volume, set forth in Promulgated Rules
Single Stream Recycling	$2.50 per unit (on City water bill)	$2.50 per unit (on City water bill)	$2.50 per unit (on City water bill)	$2.50 per unit (on City water bill)
Extra recycling containers	No Charge	No Charge	No Charge	No Charge
Misc. Fees	None	None	None	None

Special Note: Private haulers who do not replace totes and receptacles as a part of the fees provided herein, will not be authorized to increase their fees as provided herein.

DATE: 11/30/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Funding Support for Senior Center Services

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Memo from Decatur Park District	Backup Material
Supporting Documentation	Backup Material

November 30, 2023

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

RE: Consolidation of Senior Services & City Support for Merged Senior Services

For many years the city's budget has included a $71,000 annual subsidy for the Decatur Senior Center, formerly located just north of the East Locust and North 22nd Street intersection. This amount is in the proposed FY2024 budget. The Decatur Senior Center is dissolving, and is combining with CHELP and other senior services provided by the Decatur Park District. In November, when the City Council was discussing its various other external subsidies during budget study sessions, I mentioned that I expected to receive a proposal to re-direct the city's annual subsidy to this combined project.

The idea of merging senior services into one facility is a goal the Decatur Park District, the city of Decatur, and several other local service providers have advanced for years. It is now proposed that merged senior services be provided at a re-purposed and enlarged former Scovill Clubhouse on West Main Street (owned by the park district), and that it be operated by the park district. The attached memo from the park district's executive director, and other attachments, explain this proposal in greater detail. The park district has secured a grant and other monies to fund the significant capital costs required to rebuild the facility. The city is not being asked to share in the capital costs of this project, but the district has requested that the city re-direct its operating subsidy from the defunct Decatur Senior Center to the park district, and increase the annual subsidy in support of senior services from $71,000 to $99,500.

Statutorily, the responsibility for improving local senior services is not a core responsibility of either of municipal governments or of park districts. For this reason, senior services have been funded by an Area Agency on Aging, the Senior Citizens Council, and other entities funded by State and Federal governments over the years. These resources remain limited at a time when the number of senior citizens in Decatur is increasing. Combining senior services will mean that they should be provided more efficiently than leaving them disbursing among numerous agencies in multiple locations. It is therefore reasonable for the City Council to consider supporting the combined venture. It is recommended that the resolution be adopted.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING FUNDING SUPPORT FOR SENIOR CENTER SERVICES

WHEREAS, the City of Decatur supports the consolidation of senior services to advance nutrition, recreation, opportunities for social interaction, independent living assistance, tax advice, help in accessing various government and non-profit programs intended for local seniors, and other senior services.

WHEREAS, the City Council authorizes that the $71,000 annual subsidy previously provided to the Decatur Senior Center be directed instead to the Decatur Park District to be used exclusively for senior services.

WHEREAS, the City Council authorizes that the annual subsidy for senior services, now combined, be increased to $99,500.

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

Section 1. That the request for funding assistance to be directed to the Decatur Park District 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 provide funding assistance on behalf of the City of Decatur to the Decatur Park District in an amount not to exceed $99,500.

PRESENTED AND ADOPTED this 4th day of December 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

MEMO

Decatur
PARK DISTRICT

To: Scot Wrighton

From: Clay Gerhard

Date: 11/14/23

Re: Senior Services

As you are aware, there have been ongoing conversations between the Decatur Park District (DPD) and the Decatur Area Senior Citizens Council Inc. (d/b/a Decatur-Macon County Senior Center) regarding the senior services offered to the residents of Decatur/Macon County. Currently, services are being offered through both agencies to the senior community, some of which are unique, however some of which are very similar and reflect duplication of effort between the agencies.

Throughout the conversations between the two entities, as well as Community Home Environmental Learning Project (CHELP), it became clear that housing many of the services senior citizens need under one physical roof would provide a significant benefit to our senior community. The Decatur-Macon County Senior Center has experienced several organizational setbacks over recent years that have caused them to pause and reflect on their ability to continue to operate as an independent organization. After discussions with the Park District, they expressed an interest in having the Park District absorb the programs and services that are currently being offered by Decatur-Macon County Senior Center to the Park District's program offerings at the Scovill Activity Center. The Decatur-Macon Senior Center has since ceased operations and has transitioned the delivery of services to the Decatur Park District. The Park District has hired the two full-time employees who were previously on staff at the Decatur Macon County Senior Center that were managing those services to ensure a smooth transition for the seniors currently utilizing those services. Those employees became Park District employees effective November 1st, 2023.

The long-desired plan of having a "one stop shop" for seniors is now underway. Phase One of combining the programs and services currently provided by both the Park District and Decatur-Macon County Senior Center at Scovill Park West and having them administered by the Park

District is complete. Phase Two will be identifying funding sources and constructing a new expanded Activity Center is now underway. Once a new facility is constructed, CHELP will move their operations to Scovill Park in the new facility as well but will continue to operate independently of the Park District in a lease arrangement.

Although the service element is of primary importance, the funding mechanism for providing these services also needs to be defined. To offset the cost of the Decatur Park District providing the new services it was communicated by City staff that the funding previously received by the Decatur-Macon County Senior Center, including the $71,000 provided annually by the City of Decatur, would transition to the Park District. We would like to request this transfer of funds to begin in January 2024. The Macon County Health Department has already agreed to transfer the funding that was previously allocated to the Decatur Macon County Senior Center over to the Park District.

In addition to the $71,000 previously allocated, the Decatur Park District requests that the City increase their commitment to seniors as we collectively work to expand programs and opportunities for seniors in Macon County. Seniors are the number one growing demographic in our community and both the Park District, and the City should commit to increasing funding allocated towards senior services and programming. We respectfully request that the City increase the annual commitment to seniors by $28,500 making the total amount allocated to the Park District $99,500 for 2024.

The Decatur Park District Board of Commissioners and staff are incredibly excited about the additional opportunities that will enhance the lives of seniors in Decatur by creating a 'one-stop shop' for services, programs, and recreational offerings. We look forward to having a greater impact on our senior community and appreciate the opportunity to partner with the City of Decatur in this endeavor.

Sincerely,

Clay Gerhard

Executive Director

Decatur Park District

CC: Bob Brilley

Margaret Miller, Decatur-Macon County Senior Center

Julie Walker, CHELP

REIMAGINED SENIOR CENTER

A recent report from the Administration on Aging projects the senior population in our country will double by 2040 when the number of adults age 55+ will outnumber the number of 0–18-year-olds. As baby boomers begin to age, there is a need to keep this population active, independent, and in their homes longer to avoid overwhelming our care facilities and hospital systems. Keeping seniors active, engaged, and preventing social isolation have been identified as key objectives for the Park and Recreation professionals by the National Recreation and Parks Association.

There has been a thought in the community for several years that creating a one-stop shop for seniors in Macon County would greatly benefit our senior residents. Earlier this year, this idea was once again broached by several community leaders and conversations began with the Decatur Macon County Senior Center, the Decatur Park District, and CHELP to determine how we could expand and enhance existing services.

The programs offered by the Decatur Macon County Senior Center and the programs offered by the Decatur Park District overlapped in several areas. Both agencies agreed that it would be best to seize the opportunity to partner together to expand the services offered to the seniors in our community while also realizing some efficiencies.

Since relocating programs offered by the Decatur Park District to Scovill Park West in early 2018, seniors have embraced Scovill as their new home. Senior programming is also the fastest growing program area for the Decatur Park District based on attendance numbers. We believe that the extraordinary setting of the former Scovill golf course location along with the existing trail network provides a unique opportunity to engage seniors.

In November of 2023, the Decatur Macon County Senior Center ceased operations and the full-time staff were absorbed by the Decatur Park District. All programs, services and activities were transferred to Scovill, and the existing Park District staff are now being trained to assist in providing those critical services such as administering the Senior Health Insurance Program and other benefit administration.

In preparation for absorbing the Macon County Senior Center staff, services, and programs, renovations were made to the former clubhouse including creating additional office space and individual program spaces for counseling and benefit administration. As we ramp up our partnership with the Dementia Friendly initiative, additional private restroom space with adult changing tables is needed as well. As anticipated, absorbing the services offered by the Macon County Senior Center and expanding other program areas has quickly demonstrated the need for additional space.

Expanding the existing clubhouse building was explored however constructing an addition to the existing wood frame structure that will meet ADA code and provide seniors ease of access proved too costly. As Engineers reviewed the site at Scovill, a new building that was designed specifically to accommodate seniors and their needs, could be constructed immediately adjacent to the existing clubhouse. The close proximity of the buildings would allow both facilities to collaborate and share resources. The existing clubhouse would remain to serve our Special Recreation Association (SRA) participants with disabilities.

Constructing a new facility will allow us to meet the needs of the largest growing demographic of our community, seniors ages 55 & up, however it is going to require a significant investment. We anticipate needing approximately 35,000 square feet in a new facility to accommodate the growing needs of our senior population.

Looking to position all these services at Scovill Park West, the Park District has applied for and been preliminarily awarded a PARC grant through the Illinois Department of Natural Resources for $2.8M. It is estimated an additional $3M-$4M will be needed to complete the project. Funding for this new facility will come from multiple sources including grant funding, Park District Capital Development bonds, and private donations.

In addition to constructing a new facility, the operational budget for the new activity center will approach $400,000 annually. The Park District is working to secure operational funds from several State agencies however we anticipate needing an additional $150,000 annually from other sources to supplement the operational needs of a new center. The Park District Foundation is working to establish an endowment for the operational needs and would ensure the success and longevity of a new senior center with expanded offerings.

For many years, the City has funded services for our seniors through the Macon County Senior Center in the amount of $71,000. Now that the shared vision by both the City of Decatur and the Park District of having a one-stop shop for seniors has begun to be realized, additional funding is being requested. We request that the City of Decatur transfer the $71,000 a year allocated to the Macon County Senior Center to the Decatur Park District to supplement and expand senior services and programming in Decatur.

Providing for our senior citizens does not clearly fall under the umbrella of any one agency here in Decatur/Macon County. To meet this need, it is going to take multiple agencies such as the City of Decatur, Macon County, and the Decatur Park District working collaboratively to address the challenges that are quickly coming with an aging population in our Country. The Park District is taking this challenge head-on, and we request the City continue to provide the existing funding already in place and consider additional funding be allocated to support our seniors in Decatur.

Imagine the premier facility in downstate Illinois designed specifically for seniors that not only provides socialization and recreation, but also allows seniors better access to the following services and program offerings:

- Balanced daily meals
- Coordinated point of entry services and referrals
- Health screenings offered by area nurses
- Senior Health Insurance Program (SHIP), Medicare, and Medicaid counseling
- Diabetes screenings and shoe clinics
- Tax Preparation
- Nutritional assistance
- Computer Lab with volunteers to help bridge the technology gap
- Access to Public transportation
- Active recreation through low impact sports programming (aerobics, yoga, virtual reality games, and yes, possibly even pickleball too!)
- Exercise equipment
- Modest indoor walking track
- Bingo
- Mahjong
- Billiards
- Movie theater
- Walking trails
- Outdoor fitness opportunities
- Garden areas
- Access to ample parking

DATE: 11/9/2023

MEMO: 23-69

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Approval of 2024 CIRDC User Fees

SUMMARY RECOMMENDATION: It is the recommendation of staff that the resolution be approved.

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 2024 decreased from 2023 by $20,838.10. The fees are calculated by a fixed percentage of the CIRDC overall budget being applied to each user agency. The fixed percentage is based on historical calls for service data. This type of billing structure provides 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 2024 invoice for user fees for the City of Decatur are as follows:
Decatur Police Department $1,716,054.01
Decatur Fire Department $327,888.39

The user fees are billed annually but paid quarterly to the CIRDC. The user fees due in 2024 have been budgeted as separate lines in the DPD and DFD 2024 budgets that were approved by the Council.

PRIOR COUNCIL ACTION: This is an annual agenda item.

STAFF REFERENCE: Shane Brandel, Chief of Police, sbrandel@decaturil.gov, 217-424-2745.

BUDGET/TIME IMPLICATIONS: This item is included as a unique expense line within the DPD and DFD annual budgets.

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
2024 Invoice	Backup Material
2024 CIRDC Budget	Backup Material
2024 CIRDC User Fees	Backup Material

RESOLUTION NO. R2023-_____

RESOLUTION AUTHORIZING PAYMENT OF THE 2024 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 2024 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 $2,043,942.40 for the period of January 1, 2024, and expiring December 31, 2024; to be paid in quarterly installments.

PRESENTED, PASSED, APPROVED and RECORDED this 4th day of December 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

INVOICE

Central Illinois Regional Dispatch Center

November 6, 2023

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

TO

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

Description	Amount
CIRDC 2024 user fees:	
City of Decatur DPD	$1,716,054.01
City of Decatur DFD	$327,888.39

-Will be billed quarterly

Due on January 15, 2024	-	$510,985.60
Due on April 15, 2024	-	$510,985.60
Due on July 15, 2024	-	$510,985.60
Due on October 15, 2024	-	$510,985.60

Total **$2,043,942.40**

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

THANK YOU!

CIRDC 2024 Proposed Budget

PERSONNEL SERVICES		
	COMM CNTR SALARIES	$1,792,187.03
	OVERTIME	$150,000.00
	PAYROLL TAXES	$163,649.53
	PAYROLL BENEFITS	$550,310.76
	ADMINISTRATION FEES	$7,500.00
	GENERAL LIABILITY	$80,000.00
	WORK COMP	$5,365.00
	TOTALS	$2,749,012.32
OPERATING EXPENSES		
	BUILDING MAINTENANCE	$5,000.00
	FACILITIES CLEANER	$17,500.00
	FACILITIES CLEANING SUPPL	$8,000.00
	GARBAGE SERV	$1,500.00
	GENERATOR FUEL & MAINT	$10,000.00
	GROUNDS MAINT	$20,000.00
	INTERNET	$12,060.00
	PEST CONTROL	$1,000.00
	POWER BILL	$24,000.00
	UPS	$5,000.00
	WATER	$1,000.00
	RADIO	
	5 PORT. RADIOS	$0.00
	5 PORT. RADIOS	$0.00
	RADIO EQUIP. MAINT. & MAINT. AGREEMENTS	$61,806.00
	TOWER MAINT.	$53,500.00
	TELEPHONE	
	CELLULAR FEES	$3,500.00
	USEAGE FEES	$6,000.00
	Equipment	$500.00
	OFFICE	
	Auditing	$15,000.00
	Copiers/Printers	$2,000.00
	Equipment	$2,000.00
	Legal	$15,000.00
	Office Supplies	$3,000.00
	COMM CENTER	
	CAD	$110,000.00
	Maintenance	$14,800.00
	Comm Equip & Software	$7,500.00
	Renewals - License/Service	$22,000.00
	FURNITURE	
	Maint.	$1,000.00
TRAINING EXPENSES	PROF. MEMBERSHIP FEES	$1,000.00
	ADMIN TRAINING	$5,000.00
	TRAINING	$10,000.00
	TOTALS	$438,666.00
	PERSONNEL SERVICES	$2,749,012.32
	OPERATING EXPENSES	$438,666.00
	RESERVE/EQUIP REPLACEMENT	$254,128.57
	TOTAL Projected Budget	$3,441,806.89

Chairperson:
Date: 11/21/23

2024 adjusted budget - Insurance modified
CIRDC User Fee Breakdown

Total Budget		$3,441,806.89
2023 Budget Rollover		$100,000.00
ETSB Annual Reimb. For NICE Console SUA		$25,250.04
ETSB Financial Contribution		$125,000.00
Contracted Fees Due		$52,000.00
Abbott Ambulance	50,000.00	
Richland Comm College PD	1,000.00	
Hickory Point Ambulance Service 37 calls 7-17 thru 8-17	1,000.00	
	TOTAL	**$3,139,556.85**

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

	%	2024 Costs	2023 Costs	Diff
Argenta FD	0.46%	$14,188.96	$14,585.37	(396)
Blue Mound FD	0.16%	$4,935.29	$5,073.17	(138)
Cerro Gordo FD	0.08%	$2,467.65	$2,536.59	(69)
Cisco FD	0.02%	$616.91	$634.15	(17)
Decatur FD	10.63%	$327,888.39	$337,048.79	(9,160)
Harristown FD	0.23%	$7,094.48	$7,292.68	(198)
Hickory Point FD	0.56%	$17,273.52	$17,756.10	(483)
Long Creek FD	0.74%	$22,825.72	$23,463.42	(638)
Macon County Probation	0.57%	$17,581.97	$18,073.17	(491)
Maroa FD	0.24%	$7,402.94	$7,609.76	(207)
Mt. Zion FD	0.54%	$16,656.61	$17,121.95	(465)
Niantic FD	0.15%	$4,626.84	$4,756.10	(129)
So. Macon FD	0.23%	$7,094.48	$7,292.68	(198)
So. Wheatland FD	0.22%	$6,786.03	$6,975.61	(190)
Warrensburg FD	0.22%	$6,786.03	$6,975.61	(190)
Blue Mound PD	0.53%	$16,691.29	$16,804.88	(114)
Decatur PD	54.49%	$1,716,054.01	$1,727,731.78	(11,678)
Macon County Sheriff	26.23%	$826,061.60	$831,682.96	(5,621)
Maroa PD	0.68%	$21,415.25	$21,560.98	(146)
Millikin University Police	0.14%	$4,409.02	$4,439.02	(30)
Mt. Zion PD	1.30%	$40,940.91	$41,219.51	(279)
Oreana PD	0.10%	$3,149.30	$3,170.73	(21)
Park Dist. PD	1.07%	$33,697.52	$33,926.83	(229)
Warrensburg PD	0.41%	$12,912.13	$13,000.00	(88)
		$3,139,556.85	$3,170,731.84	

DATE: 11/8/2023

MEMO: 23-68

TO: Mayor Julie Moore Wolfe
Council Members

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

SUBJECT: Purchase of new overtime parking enforcement system (software and equipment) for parking enforcement vehicles.

SUMMARY RECOMMENDATION: It is the recommendation of staff that the resolution be approved.

BACKGROUND: See attached staff report.

STAFF REFERENCE: Shane Brandel, Chief of Police, sbrandel@decaturil.gov, 217-424-2745; Ed Hurst, Deputy Chief of Police, ehurst@decaturil.gov, 217-424-2745.

ATTACHMENTS:

Description	Type
Staff Report	Backup Material
Resolution Letter	Resolution Letter
Quote	Backup Material
Product Description	Backup Material

STAFF REPORT

To:	Mayor Julie Moore Wolfe City Council Members
From:	City Manager Scot Wrighton Chief Shane Brandel
Subject:	Council Resolution Purchase of a Mobile Overtime System Genetec Z3

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the funding of a new Mobile Overtime System Genetec Z3 for the Decatur parking enforcement unit.

BACKGROUND:

The Decatur Police Department deploys two parking enforcement officers to manage parking concerns throughout the city. Downtown parking enforcement relies heavily on the use of a mobile overtime system that utilizes LPR (license plate recognition) technology, GPS mapping, and cameras mounted to the parking enforcement vehicle. This system is used to enforce parking spaces with time limits downtown. The current system is dated, more than 10 years old, even more concerning the system is no longer supported by the manufacturer. Any future repairs to hardware or future updates of software are no longer available. Thus, the need to upgrade and update our mobile overtime system is required to take advantage of new technology with better equipment that is supported by the manufacturer.

Enforcing downtown parking violations ensures there is not an abuse of the use of timed spaces allowing everyone the opportunity to enjoy all that Downtown offers visitors to our city and the citizens of Decatur. Enforcement that takes place downtown allows for a better flow of parking and lessens those inclined to use the time limit parking spaces for long term parking. This allows those citizens who would like to enjoy doing business downtown, eating, and shopping, the opportunity to find a parking space.

The new system for the mobile overtime is a newer version of what parking enforcement currently has and will in fact communicate with the old system for as long as the current system remains functioning. The new system is a Genetec Z3 which again uses cameras, LPR, and GPS mapping to capture data to enforce time limit violations.

The system has a recuring cost for the annual subscription of $5,718. This includes data storage and connectivity. Materials for hardware and a 5-year extended warranty costs $38,871.14. Installation services for the product is $6,920.00. The total cost of the project is $51,509.14. The funding will come from the 2024 DPD general fund.

Regulation and enforcement of downtown timed parking spaces utilizing this type of technology is the most efficient and effective method to enforce these types of violations. Enforcing timed violations requires a unique combination of data to document the violation. This system captures all the data needed to be reviewed before enforcement action is taken. To do this without a time system program and equipment would be unattainable. Having new reliable equipment is utmost important to effectively allow the parking enforcement officers the ability to address these concerns.

RESOLUTION NO. R2023-_____

RESOLUTION AUTHORIZING THE PURCHASE OF A MOBILE OVERTIME PARKING ENFORCEMENT SYSTEM FROM MINUTEMAN SECURITY AND LIFE SAFETY FOR THE DECATUR POLICE DEPARTMENT

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

Section 1. That the quote presented to the City Council herewith from Minuteman Security & Life Safety regarding the purchase of a mobile overtime parking enforcement system for the Decatur Police 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 Minuteman Security & Life Safety in an amount not to exceed $51,509.14.

PRESENTED, PASSED, APPROVED and RECORDED this 4th day of December 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

We have prepared a quote for you

Decatur Police Department - New Mobile Overtime System

Quote # 026556
Version 2

Prepared for:

Decatur Police Department

Shane Brandel
sbrandel@decaturil.gov

8200 W. 185th St
Tinley Park , IL 60487
https://www.minutemanst.com
331-3013302

Scope of Work

Scope:

The City of Decatur Police Department has (1) existing mobile Overtime systems with wheel imaging. This system report to Genetec software platform located on-prem at the PD.

Decatur would like to move away from the on-prem solution and utilize Minuteman's managed services for their vehicles.

Vehicle (#1) is an existing SharpX Overtime system. This system hardware will remain as is. The software will be modified from on prem to managed services.

Vehicle (#2) will be a brand new Genetec Z3 Overtime system that will also be managed services.

Minuteman can schedule a time with Decatur to access Security Center to export the existing Time Parking files that can be imported into the managed services platform.

Minuteman assumes:

- Assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.
- System quoted based on labor rates being prevailing wage and or union labor.

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.

8200 W. 185th St
Tinley Park , IL 60487
https://www.minutemanst.com
331-3013302

MINUTEMAN™
security & life safety

Recurring Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Subscription for AutoVu Managed Service 2.0 - 1Yr.	$3,970.00	$3,970.00	1	$3,970.00	$3,970.00
AMS 1 Genetec Patroller Connection for one (1) year.	$324.00	$324.00	2	$648.00	$648.00
Remote Support for 5 years, $550.00 per year per vehicle	$550.00	$550.00	2	$1,100.00	$1,100.00

Recurring Subtotal: **$5,718.00**

Subtotal: **$5,718.00**

Materials

Description	Price	Qty	Ext. Price
On-Premise to AMS conversion credit	($1,500.00)	1	($1,500.00)
AutoVu Managed Services Setup of Security Center S	$550.00	1	$550.00
Field Devices			
AutoVu SharpZ3 OVERTIME Single base KIT includes b	$27,445.00	1	$27,445.00
Mapping License including data for North America	$500.00	2	$1,000.00
Upgrade to 5 year Advance Replace/Repair Warranty			
Service upgrade from return & repair	$723.35	1	$723.35
Advanced replacement 4YR	$10,459.04	1	$10,459.04
Cabling & Misc.			
Misc Security Installation Materials	$75.00	1	$75.00
Shipping & Handling	$118.75	1	$118.75

Subtotal: **$38,871.14**

Labor

Description	Price	Qty	Ext. Price
Installation Services	**$5,920.00**	**1**	**$5,920.00**

8200 W. 185th St
Tinley Park , IL 60487
https://www.minutemanst.com
331-3013302

MINUTEMAN™
security & life safety

Labor

Description	Price	Qty	Ext. Price
ONSITE VISIT TRAVEL EXPENSES - Travel expenses including tra	$1,000.00	1	$1,000.00

Subtotal: **$6,920.00**

8200 W. 185th St
Tinley Park , IL 60487
https://www.minutemanst.com
331-3013302

Decatur Police Department - New Mobile Overtime System

Prepared by:

Illinois
Shawn O'Connell
3314549656
soconnell@minutemanst.com

Prepared for:

Decatur Police Department
707 W South Side Drive
Decatur, IL 62521
Shane Brandel
Chief of Police
sbrandel@decaturil.gov

Quote Information:

Quote #: 026556
Version: 2
Delivery Date: 11/07/2023
Expiration Date: 12/31/2023

Quote Summary

Description	Amount
Recurring Services	$5,718.00
Materials	$38,871.14
Labor	$6,920.00
Total:	**$51,509.14**

Recurring Expenses Summary

Description	Amount
Recurring Services	$5,718.00
Recurring Total:	**$5,718.00**

Payment Terms: Net 30 Days

Illinois

Signature: Shawn O'Connell
Name: Shawn O'Connell
Title: Executive Account Manager
Date: 11/07/2023

Decatur Police Department

Signature:
Name: Shane Brandel
Date:

Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i)properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES -MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited $250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- What is Covered: This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- How Long Coverage Lasts: This warranty runs for one year from the date your system was installed and accepted.
- What Is Not Covered: This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- What Minuteman Will Do: Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- How To Get Service: Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- How State Law Applies: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause
Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:
Through no fault of Minuteman, In the event of a delay in product availability or price increase of materials procured by any manufacture and/or distributer, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufactures or distributers will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.

AutoVu™

Automatic License Plate Recognition for Parking Enforcement and Management

Innovative **Solutions**

Genetec™

Parking density is skyrocketing and community expectations are growing. But when asked to enforce parking regulations and increase compliance, parking directors are faced with limited resources and accelerating technology changes. This is where Security Center AutoVu™ automatic license plate recognition (ALPR) solution can help.

Invest in Long-Term Benefits with AutoVu™

Security Center AutoVu™ has been helping municipalities, universities and parking operators increase enforcement efficiency for over 15 years. AutoVu™ specialized hardware and software are designed and developed in-house by our Genetec™ engineers, offering you an end-to-end ALPR solution for your parking enforcement and management. This single, powerful ALPR solution automatically captures and reads thousands of license plates per shift, compares each plate to any existing database in real time, and notifies officers of infractions.

Powerful Back-Office Software – Genetec's Security Center, the back-end software of the AutoVu™ solution, allows you to centrally manage parking rules and permits lists from your office, and wirelessly and instantaneously synchronize updates to each patrol vehicle. It also offers reporting and data-mining capabilities, such as route playback, occupancy counts, citations statistics and individual officer performance statistics.

User-Friendly In-Vehicle Software – AutoVu™ Patroller is the intuitive in-vehicle interface, offering easy touch-based interactions to parking officers. With advanced features like GPS-assisted lot selection, in-vehicle mapping and route optimization features, Patroller helps operators optimize their patrol and identify a greater number of infractions.

Highly-Accurate AutoVu™ Sharp ALPR Cameras – AutoVu™ Sharp ALPR cameras can capture images at high resolutions (up to 1024 × 946 pixels), enabling a single unit to accurately decipher plate numbers on vehicles parked in parallel, at 45° or 90°. All Sharp units are equipped with integrated illumination, ensuring consistent performance at night and during the day. And thanks to their increased field of view, a single AutoVu™ ALPR camera reads plates on low-riding sports cars and SUVs simultaneously.

Key Benefits

Enhance Enforcement Productivity through automatic identification of parking infractions.

Increase Compliance by identifying permit or time-limit infractions and scofflaws.

Increase Patrol Coverage by checking more parking zones, more frequently per shift.

Increase Customer Satisfaction by offering better management of on-street and off-street parking.

Maximize Your Investment with a flexible system that easily merges with other technologies.

Increase Enforcement Efficiency with AutoVu™

Flexible Permit Enforcement – Easily add, edit or remove license plates from multiple permit lists, and manage employee access to each list with user rights features. Get real-time synch and enforcement of many permit types, including:

- residential
- university semester
- employee
- short term transient
- shared permits

Patented Digital Tire Chalking – Safely enforce time-limited parking zones in any weather, without needless confrontations. AutoVu™ automatically identifies vehicles parked in the same space, block face or district for longer than the allotted time, and advises the operator. Our optional wheel imaging feature collects additional evidence that the vehicle has not moved between each drive-by, minimizing overturned violations and disputes.

More Time-Saving Features

Fuzzy Matching – Using AutoVu's fuzzy matching module, you can adjust plate matching parameters to your application, minimizing false hits while ensuring you are detecting valid infractions.

Automatic Lot and Zone Selection – AutoVu™ seamlessly selects the appropriate permit zone or parking lot based on the patrol vehicle's position.

Simultaneous Scofflaw Detection – AutoVu™ can also detect vehicles with outstanding tickets, warrants or expired license plates and optionally notify local law enforcement silently, further increasing officer efficiency.

Begin Your Move to Pay-by-Plate Parking

AutoVu Pay-by-Plate Sync feature

AutoVu Pay-by-Plate Sync feature introduces hassle-free compatibility between leading solutions of permits and citation management systems, parking meters, pay stations, mobile payment apps, data collection services, and more.

This helps you move towards a pay-by-plate parking management system, eliminates physical permit tags and provides users with immediate access to permits upon issuance. This also gives you the freedom to evolve your system as your needs change.

AutoVu™ Pay-by-Plate Sync Partners

AMANO MSM powered by METRIC
Parkmobile PARKING MADE SIMPLE
AUTOMATED ISSUANCE / MANAGEMENT SYSTEM AIMS
T2
GLOBAL PARKING SOLUTIONS
paybyphone
Passport
CALE

Strengthen Off-Street Parking Operations with Fixed ALPR

Direct enforcement to parking lots with unenforced violations, automate vehicle access control, improve security and track the evolution of parking enforcement efficiency by mounting ALPR units at the entrances and exits of your parking installations. Within Security Center, our unified platform, AutoVu™ can improve vehicle access control and become your first line of defense against potential threats.

Track Off-Street Parking Violations in Real-Time

Monitor the location of unenforced violations across your parking installations and adapt patrol routes dynamically with AutoVu™ Free-Flow.

AutoVu™ Free-Flow records the license plate of vehicles entering and leaving each parking lot, and compares them to the list of payments received through pay-by-plate-enabled pay stations, mobile parking apps and permit holders. Vehicles extending their stay beyond their purchased parking period are automatically marked as a parking violation awaiting enforcement, and synchronized in real-time with patrol vehicles.

Measure Enforcement Efficiency – Monitor the evolution of key performance indicators, such as violation capture rate, average length of vehicle stay and the distribution of new and returning patrons, and measure the impact of decisions on customer behavior and enforcement efficiency.

Automate Vehicle Gate Control – Reduce congestion at peak hours and risks of collisions between vehicle and gate by automatically granting access to trusted vehicles. AutoVu™ compares license plate read to lists of employees, suppliers and other known vehicles, and opens the gate without operator action. Access rules can be adapted based on schedules and vehicle profiles for exceptions like executives or off-hour shift workers.

Augment Safety and Security – AutoVu™ SharpV ALPR units also include secondary video cameras which can be used as video surveillance units within your Security Center system, helping you maximize your investment. Seamlessly combine AutoVu™ with video surveillance, access control, intercoms and more through a single unified security platform, .

Minuteman Security Technologies

8200 West 185th St., Suite L
Tinley Park, IL 60487

331-454-9656

www.minutemanst.com
soconnell@minutemanst.com

MINUTEMAN™
security & life safety

AVPRK_BR5EN

DATE: 11/15/2023

MEMO: 23-71

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Purchase of Cradlepoint routers and antennas for Decatur Police Department patrol vehicles.

SUMMARY RECOMMENDATION: It is the recommendation of staff that the resolution be approved.

BACKGROUND: See attached staff memo.

STAFF REFERENCE: Shane Brandel, Chief of Police, sbrandel@decaturil.gov, 217-424-2745.

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
Quote	Backup Material
Product Description	Backup Material

STAFF REPORT

To:	Mayor Julie Moore Wolfe
	City Council Members
From:	City Manager Scot Wrighton
	Chief Shane Brandel
Subject:	Purchase of Cradlepoint Routers

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the funding of Cradlepoint routers and antennas for the Decatur Police Department

BACKGROUND:

All marked Decatur Police Department squad cars are equipped with HD in-car video camera systems (ICV). These video systems are synced with vehicle equipment and officer worn body-cams. As such, when the body-cams are turned on, the ICV turns on, and vice versa. This is to ensure all video systems are activated when necessary and an officer does not have to manage 2 systems every time an activation is required. Doing this reduces the likelihood an officer will forget to activate one of the systems, especially under stress. These videos are stored on a removable solid state hard drive (SSD) in each car and are transferred to the video management system remotely over Wi-Fi at DPD Headquarters. In the event the ICV is unable to upload to the video management system, we are able to remove the SSD from the vehicle and manually offload any stored video.

It is typical that every officer will have several hours of ICV video during each shift. Although there are a few Wi-Fi access points throughout the city for the videos to off-load, these spots aren't sufficient for all videos to be offloaded away from DPD. In addition, with the high quality of the video, the offload process can take considerable time.

The offload time required has caused an issue with the ICVs being uploaded during shift changes. It has been discovered that the vehicles are not at Headquarters long enough to offload all of the videos. This then creates a large backlog of videos. When this happens, DPD personnel has to manually pull the SSD card and offload the videos. This is a time-consuming process and is an unnecessary burden on staff time. In addition, videos were found to have been held on hard drives for several days, which often causes other operational challenges and inefficiencies, as these videos are often used in investigations, policy compliance reviews and use of force/pursuit reviews.

The IT Department began researching the problem this past summer in an effort to find a solution. After several months of research and trials, it has been determined that the solution is a two-step process. The first step is to outfit each squad car with a Cradlepoint Router. This

router uses cellular technology to allow continuous video offloading in the field. This will eliminate a backlog of videos on each SSD and thus not require long periods of time at Headquarters to off load or require a manual off load. This has been tested on a DPD squad car for some time and is working as expected.

The second step is to upgrade the video processing units (VPU) in each squad car. The current VPUs are an older technology and need to be upgraded to work well with other current technology utilized by the Department. This second step has been budgeted for in the 2024 budget and will commence once the Cradlepoint routers are installed and operational.

This request is for the purchase of 40 Cradlepoint routers and antennas from CDW at a cost of $88,637.60. Funding for this purchase will be from the 2023 budget and will be a mix of general fund and non-general fund monies (DUI Fund).

RESOLUTION NO. R2023-_____

RESOLUTION AUTHORIZING THE PURCHASE OF CRADLEPOINT ROUTERS AND ANTENNAS FROM CDW FOR THE DECATUR POLICE DEPARTMENT

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

Section 1. That the quote presented to the City Council herewith from CDW Government regarding the purchase of Cradlepoint routers and antennas for the Decatur Police 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 CDW Government in an amount not to exceed $88,637.60.

PRESENTED, PASSED, APPROVED and RECORDED this 4th day of December 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

QUOTE CONFIRMATION

MATT BALDWIN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES: Updated quote with correct parts attached.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CCQ3HB	11/8/2023	DPD CAR MODEMS	3172900	$88,637.60

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cradlepoint R1900-5GB - wireless router - WWAN - LTE, 802.11a b g n ac ax, Mfg. Part#: MB03-19005GB-GA Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	40	6506013	$1,898.25	$75,930.00
PANORAMA 7-IN-1 LITE MIMO ANT Mfg. Part#: LG-IN2350-LC Contract: Sourcewell-3037653-State of IL Participating Agrmt (081419-CDW)	40	7720113	$317.69	$12,707.60

SUBTOTAL	$88,637.60
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$88,637.60**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF DECATUR ATTN: ACCOUNTIN 1 GARY K ANDERSON PLZ DECATUR, IL 62523-1196 **Phone:** (217) 424-2762 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** CITY OF DECATUR, IL ATTN:MATT BALDWIN 1 GARY K ANDERSON PLZ DECATUR, IL 62523 **Phone:** (217) 424-2762 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Fede Guerra | 800.808.4239 | fede.guerra@cdwg.com

Need Help?

My Account	Support	Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

R1900 Series 5G Ruggedized Router

High-performance 5G router for the ultimate in-vehicle network connectivity

Firewall Throughput: 940 Mbps

WAN Connectivity: 5G & LTE Cat 20

LAN Connectivity: Wi-Fi 6, GbE, BT 5.1

NetCloud Solution: Mobile Performance

The R1900 Series router was built from the ground up to handle high-performance mobile 5G connectivity and edge computing. Purpose-built to withstand extreme environments, the R1900 is an all-in-one mobile networking solution ideally suited for installations within a wide range of vehicles including metro transit buses, school buses, commercial fleets, as well as first responder vehicles such as police, fire, ambulance, and mobile command trailers.

The R1900 is part of a NetCloud Mobile Performance Package. Cradlepoint NetCloud provides connectivity, network, security, location, and IoT services to connect everything in the vehicle, while providing access to IT for remote management, troubleshooting and analytics. When coupled with the Advanced Mobile Performance service plan, you gain full suite of security and AVL capabilities including threat management, web filtering, application visibility, analytics, and advanced GNSS/GPS functionality including location tracking and cellular coverage maps.

Key Features:

- Deploy the ultimate 5G NR / Cat 20 LTE mobile networking solution with industry-leading features
- Add a second cellular modem with the optional RX30 managed accessory for simultaneous dual-carrier connectivity
- Take advantage of Wi-Fi 6 for the best possible connections
- Integrate into AVL systems with discrete GNSS and dead reckoning
- Extend your deployment with powerful edge compute capabilities and container support
- Enable unified edge security with application aware multizone firewalls, IDS/IPS, and Internet security
- Define policies through centralized cloud-based management for easy deployment at scale

©Cradlepoint. All Rights Reserved. | cradlepoint.com

DATE: 10/29/2023

MEMO: 2023-100

TO: **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 Amendment No. 4 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan City Project 2019-38

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to Amendment No. 4 for Professional Engineering Services Agreement with Northwater Consulting for Phase 5 of the Lake Decatur Watershed Management Plan for a cost not to exceed $997,014.14 over two years.

PRIOR COUNCIL ACTION:
On February 24, 2020, the City Council authorized a Professional Engineering Services Agreement with Northwater Consulting (Northwater) for Lake Decatur Watershed Management Plan, Phase 1 for a cost not to exceed $190,442.98.

On October 5, 2020, the City Council authorized Amendment No. 1 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan, Phase 2 for a cost not to exceed $299,463.22.

On May 10, 2021, the City Council received a presentation on the Lake Decatur Watershed Management Plan & Initiative Long-Term Strategy.

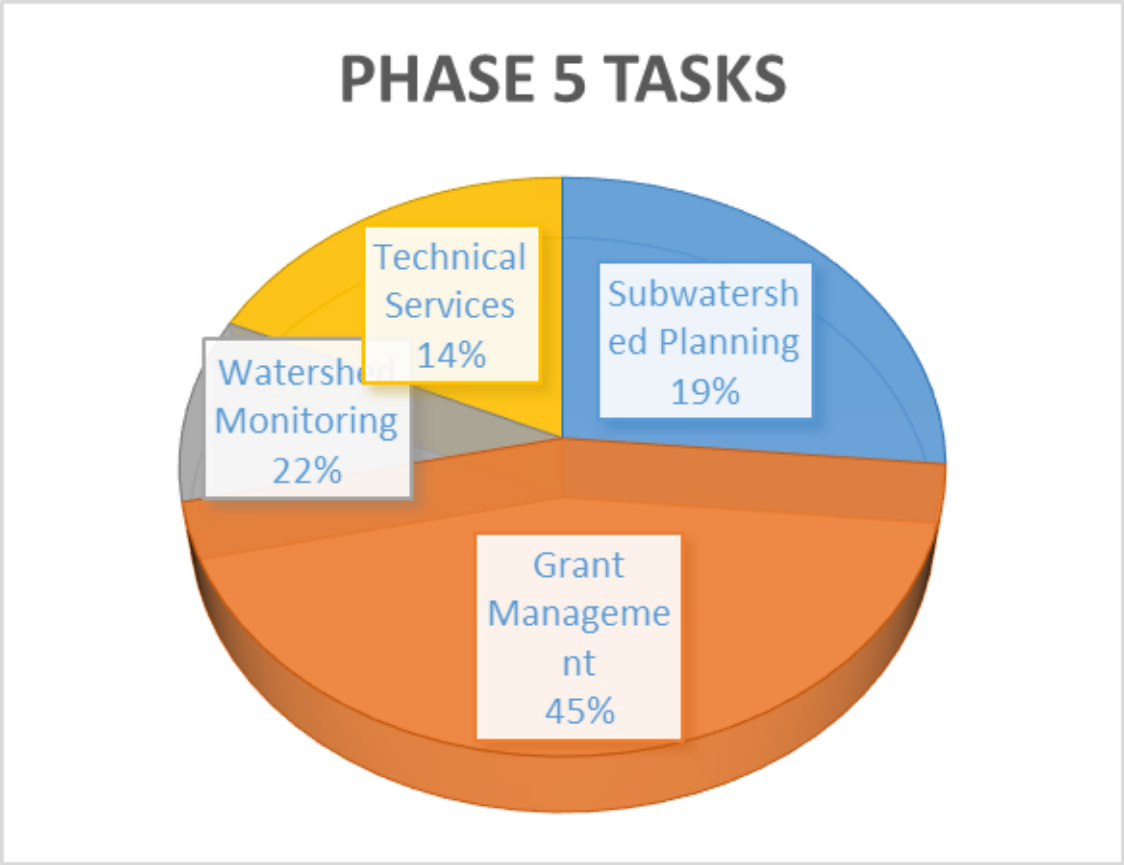
On November 1, 2021, the City Council authorized Amendment No. 2 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan, Phase 3 for a cost not to exceed $465,183.47.

On November 1, 2022, the City Council authorized Amendment No. 3 for Professional

Engineering Services Agreement with Northwater Consulting for Phase 4 of the Lake Decatur Watershed Management Plan for a cost not to exceed $880,585.76.

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.

RECOMMENDED NEXT STEP - WATERSHED MANAGEMENT PLAN PHASE 5:
Due to Northwater's high quality work on Phases 1 through 4 of the Plan, and their ability to maximize the amount of grant funding for the City, it is recommended that Northwater be authorized to proceed with the Phase 5 tasks identified below.



Grant Management – 45% ($451,965.74)

· 319 Grant Applications and Management. Assist City staff with Section 319 grant management and reporting.

· Grant Management and Execution for the $9.88M USDA RCPP grant. Duties include, assist City staff with project management, partner coordination and contribution tracking, outcome measurement, RCPP- specific monitoring and tracking, prepare landowner conservation plans and direct RCPP funding to specific fields identified in sub-watershed plans.

· Watershed Coordination and Plan Implementation. Assist city with cost share program if needed and conduct targeted landowner and partner outreach and engagement.

· To the extent that tasks in this category can be moved to in-house staff, they will be, resulting in a reduction in fees covered by this agreement.

Subwatershed Planning – 19% ($189,724.44)

· Complete Big/ Long Creek Watershed Nine Element Plan Update. Nine Element Plans are highly detailed watershed reviews and are mandatory to apply for state and federal watershed improvement grant funding.
· Complete Camp Creek and South Fork Camp Creek Nine Element Plans.
· Begin Goose Creek and Finley Creek Nine Element Plans.

Technical Services – 14% ($142,983.88)

· Special Project Advancement for Watershed Management Plan as directed by the City. Examples include DeWitt wellfield BMPs, anchored floating treatment wetlands, conservation practices on City- owned properties, water quality and/ or carbon trading, and Sangamon floodplain reconnection.
· BMP Engineering and Design. Budget for general consulting for out-of-scope services or support that may be requested such as assistance with 2024 and 2025 City-funded BMP projects.
· Online Watershed Management System (SWAMM). Budget allocated for platform customization to support RCPP and City cost-share programs, if needed.

Watershed Monitoring – 22% ($212,340.08)

· Continue installing and overseeing water quality and sediment monitoring program in the Lake Decatur watershed and the lake itself, including data management.
· Lake Sedimentation & Bathymetry Program. 2025 survey of sediment traps and select lake transects to estimate sediment accumulation from 2022-2025.

WATERSHED MANAGEMENT PLAN PHASE 4 BUDGET:

· In depth budget details are on the last three pages of the attached scope of services for a cost not to exceed $997,014.14 over two years.
· Northwater has a four year history of conservatively underbilling the City for their services. To date, Northwater has only billed the City for 76% of the total amount authorized by the City Council. It is anticipated that this conservative underbilling may continue depending primarily on the services required to ensure success with the USDA RCPP grant.
· It is estimated that between $184,780 and $190,530 of Northwater's fees will be reimbursed to the City from previously awarded IEPA Section 319 and USDA RCPP grants, so the net cost to the City over two years for Northwater's fees is estimated to be between $806,484 and $812,234.

City staff continue to examine ways of reducing these project management costs by internalizing some of the work, and we have brought on staff with this end in mind.

LEGAL REVIEW:

This project's documents were submitted to the Legal Department for review on October 16 and 23, 2023.

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 and Jeff Boeckler with Northwater will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:
These expenditures will be paid from the Water Capital budget. This phase (Phase 5) of the project will take 24 months to complete.

ATTACHMENTS:

Description	Type
Resolution Authorizing Amendment No. 4 for Professional Engineering Services Agreement with Northwater Consulting for Lake Decatur Watershed Management Plan City Project 2019-38	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AMENDMENT NO. 4 FOR PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH NORTHWATER CONSULTING FOR LAKE DECATUR WATERSHED MANAGEMENT PLAN CITY PROJECT 2019-38

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

Section 1. That Amendment No. 4 presented to the Council herewith as Exhibit A and made part of hereof, between Northwater Consulting and the City of Decatur, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Amendment No. 4 between the City of Decatur, Illinois and Northwater Consulting for a cost not to exceed $997,014.14.

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

PRESENTED AND ADOPTED this 4th day of December 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

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

Exhibit A

Amendment

Date: 12/4/2023 Project: Lake Decatur Watershed Management Plan

Request No. 4 ☐ Final Project Number: 2019-38

Consulting Engineer: Northwater Consulting

Address: 960 Clocktower Drive, Suite F
Springfield, Illinois 62704

I recommend that an ☒ addition ☐ deduction of $997,014.14 be made to the above contract.

I recommend that an extension of 731 days be made to the above contract completion date.

The revised completion date is now 12/31/2025 .

Amount of original contract	$	190,442.98
Amount of previous change orders	$	1,645,232.45
Amount of current change order	$	997,014.14
Amount of adjusted/final contract	$	2,832,689.57

Total net ☒ addition ☐ deduction to date $ 2,642,246.59 which is 1,387% X of Contract Price

State fully the nature and reason for the amendment:

Amendment to transition to 24 month long Phase V of Lake Decatur watershed planning effort. A $9.88M United States Department of Agriculture RCPP grant was awarded to the City, significantly increasing the scope of work and effort originally requested of Northwater Consulting.

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

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

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

Recommended _____ Public Works Director _____ Date

Approved _____ Mayor _____ Date

Attested _____ City Clerk _____ Date

Phase V

Lake Decatur Watershed Management

SCOPE OF SERVICES & BUDGET

Northwater Consulting

November 17, 2023

PHASE V – Lake Decatur Watershed Management

Phase V Period: January 1, 2024 through December 31, 2025

Task Summary	Description
Task 5.1. Nine Element[1] Watershed Plan Big/Long Creek Update	• Finalize watershed plan update to include implementation plan and water quality modeling only. • Contingent on Illinois EPA Section 319 grant, to be initiated in 2024 if awarded.
Task 5.2. Nine Element[1] Watershed Plan for Camp Creek, and South Fork Camp Creek	• Finalize 9-element plan for Camp Creek under awarded Section 319 grant. • Initiated in 2023, later than planned due to 319 grant award delays. To be completed in 2024.
Task 5.3: Nine Element Plan[1] – Goose Creek and Finley Creek	• Initiate 9-element subwatershed plans for Goose Creek and Finley Creek beginning in 2025. • Awaiting notice of Section 319 funding opportunity and subsequent grant award prior to commencing.
Task 5.4: 319 Grant Applications & Management	• Compile annual grant applications. • Finalize awarded grant agreements and notices to proceed. • Assist City staff with Section 319 grant management and reporting.
Task 5.5: RCPP[2] Management & Execution	• RCPP negotiations and agreements (if necessary). • Assist City staff with Project Management. • Partner coordination and contribution tracking. • Outcome measurement, RCPP-specific monitoring and tracking. • Landowner outreach and one-on-one meetings. • Prepare landowner conservation plans and direct RCPP funding to specific fields identified in subwatershed plans. • Assist City with program budgets.
Task 5.6: Watershed Coordination & Plan Implementation	• Assist city with cost-share program if needed.

[1] Nine minimum elements for planning are defined by the Environmental Protection Agency and necessary for grant funding eligibility

[2] Regional Conservation Partnership Program of the United States Department of Agriculture

Task Summary	Description
	• Conduct one-on-one landowner outreach and engagement. • Advance BMPs as identified completed plans – develop landowner plans to be advanced for survey and design.
Task 5.7. Special Project Advancement	• Further advance opportunities as needed and directed by the City. Some of which may include: the DeWitt wellfield BMPs, anchored floating treatment wetlands, conservation practices on City-owned properties, development and use optimization of the Oakley sediment dewatering basin, water quality and/or carbon trading, and Sangamon floodplain reconnection.
Task 5.8. Section 319 Grant BMP Engineering & Design	• Survey, design, permitting and engineering for 319 grant projects.
Task 5.9. Watershed Monitoring Program	• Continue coordination with the Illinois State Water Survey (ISWS) regarding monitoring at three stations (Sangamon at Cisco bridge, Long Creek, Friends Creek). • Continue automatic monitoring station operation, maintenance and management at Cisco Bridge in partnership with NGRREC. • Storm-event sampling at three watershed stations and continued monitoring of select BMP sites. • Data management and annual report for the three watershed monitoring stations.
Task 5.10. Lake Sedimentation & Bathymetry Program	• 2025 survey of sediment traps and select lake transects to estimate sediment accumulation from 2022 – 2025.
Task 5.11. General Consulting	• Budget for general consulting for out-of-scope services or support that may be requested such as assistance with 2024 and 2025 City-funded BMP projects.
Task 5.12. Online Watershed Management System	• Budget allocated for platform customization to support RCPP and City cost-share programs, if needed.

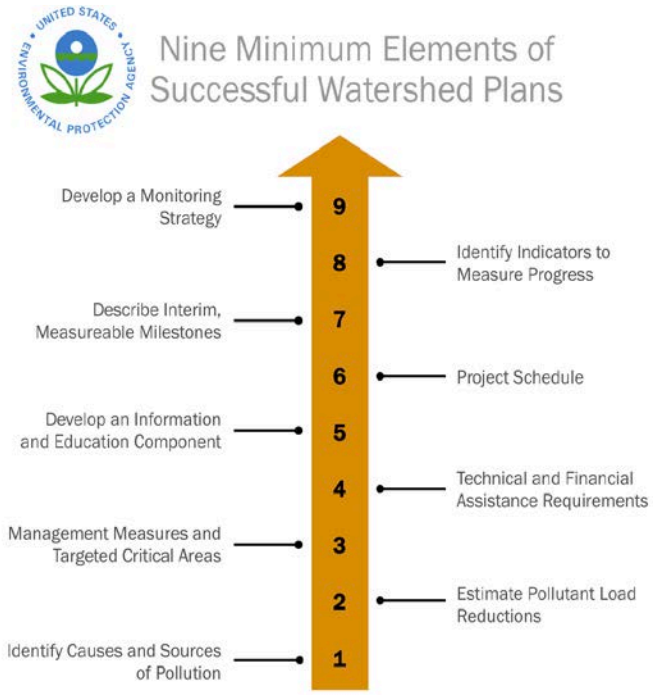


Figure 1 - Nine Minimum Elements Required by Illinois EPA

Task 5.1: Nine Element Watershed Plan – Big/Long Creek Update

Watershed plan enhancements will be completed for Big/Long Creek as outlined in the Long-Term Strategy (LTS). The current plan is outdated and lacking specific project locations, accurate nutrient and sediment loading estimates and project-based load reductions. Northwater will continue to update the current plan with an actionable implementation component and build a pollutant load model to improve estimates and improvements from project implementation. A portion of this budget is likely to be funded through the Illinois EPA Section 319 program. The following activities will be performed to update the plan, if the grant is awarded.

1. Data mining.
2. Complete field work and develop custom map layers.
3. Quantify causes and sources of pollution.
4. Pollution load modeling and analysis.
5. Update nutrient and sediment reduction targets.
6. Identify and map field/property specific management practices.
7. Load reduction calculations.
8. Identification of critical areas & hot spots – prioritize based on nutrient and sediment reductions achieved.
9. Update cost estimates.
10. Landowner/public outreach and meetings.
11. General coordination.

Task 5.2: Nine Element Watershed Plan – Camp Creek and South Fork Camp Creek

A nine-element plan for Camp Creek was initiated in 2023 (phase IV). This plan will be completed in phase V and a portion of the budget has been secured through the Illinois EPA Section 319 program.

This task will include the following activities to complete the plans:

1. Data mining.
2. Complete field work and develop custom map layers.
3. Complete watershed characterization and inventory.
4. Identify causes and sources of pollution.

5. Pollution load modeling and analysis.
6. Establish nutrient and sediment reduction targets.
7. Field/property specific management practices.
8. Load reduction calculations.
9. Identification of critical areas & hot spots – prioritize based on nutrient and sediment reductions achieved.
10. Landowner/public outreach and meetings.
11. Education and outreach component consistent with RCPP strategy.
12. Cost estimates and milestones.
13. General coordination.

Task 5.3: Nine Element Watershed Plans – Goose Creek & Finley Creek

Nine-element watershed plans for Goose Creek and Finley will be initiated based on the subwatershed plan sequencing defined in the LTS. Depending on the grant award notice timeline, approximately 30% of these plans may be completed in 2025, and the remainer under a new scope of services. An Illinois EPA Section 319 grant application will be submitted that will fund a significant portion of this planning effort. This task will include the same activities listed in Task 4.2

Task 5.4: 319 Grant Applications & Management

This task will include preparing a Section 319 grant application in 2024, as well as assisting the City with management and oversight of the awarded Section 319 grant in progress, and another grant that has not yet been announced.

The 2021 319 grant application was awarded and commenced in 2023. The 2022 and 2023 319 grant applications were submitted and awards have not yet been announced. If awarded, the two-year grants will help fund planning (Task 4.3), and on-the-ground implementation.

Northwater will assist City staff in grant management as outlined below:

1. Quarterly reporting and BMP forms.
2. Partner coordination and project management to ensure deadlines are met.
3. Final reports.

Northwater will support the City if they decide to prepare and submit a Section 319 grant application in 2024. The scope of this Section 319 application will be developed based on outcomes of Task 4.4.

Task 5.5: RCPP Management & Execution

A Regional Conservation Partnership Program (RCPP) application and program was awarded to the City of Decatur. The program budget is ~**$25M** dollars of federal funds and partner contributions, with **$9.8M** pledged by the USDA. The City completed USDA contract negotiations in Phase IV. A Phase V budget allocation will be used to manage and deliver the RCPP funds in the watershed.

The budget and scope assume that Northwater provides a part-time support role to the City. A portion of Northwater's work will be covered by USDA funds under a Supplemental Agreement between the City and the USDA.

It is anticipated that Northwater will support the City with the following:

1. Coordination and management with partners and USDA.
2. Partner and contribution tracking / auditing.
3. Targeted landowner outreach and field-level conservation planning.
    a. To be led by the Technical Service Providers (TSPs) with limited Northwater support.
4. Outcome measurement and tracking.
5. Program expansion, engage additional partners and improving capacity.
6. Program promotion and presentations.
7. General oversight and project management.

Task 5.6: Watershed Coordination & Plan Implementation

Northwater will work with the City and others to implement completed subwatershed plans and enhance/expand the City-funded cost-share program. This will include:

1. Provide guidance and training to City staff.
2. Support the City in conducting strategic one-on-one landowner outreach to forward critical practices on private property identified in the plan(s).
3. Develop landowner concept BMP plans and cost-estimates to facilitate landowner agreement (pre survey & design phase).
4. Work with partners to advance projects prioritized on City-owned property. This includes wetlands, re-connecting streams to their floodplains, prairie restoration, and urban BMPs.

Task 5.7: Special Project Advancement

During previous phases, special projects and initiatives were identified with a goal to generate significant water quality benefits to the lake and watershed with the ability to leverage other state and federal funds. Some of these projects included:

1. Anchored floating treatment wetlands to optimize sediment traps in Lake Decatur.
2. Reconnection of Sangamon River to floodplain to increase sediment storage in floodplain and reduce yield to Lake Decatur.
3. Specialty crops, fertilizer field trials, treatment wetland and erosion control at the DeWitt well field.
4. Conservation practices on City-owned farmland.
5. Carbon and water quality trading pilot program.

6. Development of sediment dewatering basin to forward opportunities that generate revenue for watershed improvements and grant "match."

    a. Production agriculture.

    b. Conservation and innovation.

    c. Marketing and outreach initiatives (i.e., locally sourced products).

This task is available to support further advancement of some or all of these projects on an opportunity basis. These project opportunities all require coordination and synthesis between the City, stakeholders, landowners, regulators, and the private sector.

In Phase V, a special project priority is to advance the anchored floating wetland concept to implementation and attempt to secure the needed grant funding.

Task 5.8: Section 319 BMP Permitting, Engineering & Design

Northwater will provide survey, engineering and design services under Phase V to support the following:

- Several potential projects are possible, some of which are outlined below:
    - Atkins property (Bluffs subwatershed) pond and grade control if not completed under Phase IV.
    - Allerton Park property (Wildcat Creek subwatershed) wetland creation (if grant awarded).
    - City property (Friends Creek subwatershed) DeWitt wellfield wetland (if grant awarded). Preliminary design work was completed under Phase IV and will be finalized upon notice of grant award.
    - City property (Bluffs subwatershed) shoreline stabilization (if grant awarded). Tasks include permitting and limited construction management.
    - Larry Shackleford property (Bluffs subwatershed) floodplain re-connection (if grant awarded). A site survey was completed under Phase IV. Engineering and permitting is still necessary.
    - City property (Bluffs subwatershed) stream enhancement and wetland creation (if grant awarded). A funding request was submitted in 2023 and may be awarded in Phase V. Most of the engineering and permitting was completed under Phase IV. Minor design adjustments and finalizing the permit application is still necessary.

This task does not include survey, design and engineering services for special projects (Task 5.7) or 2024 City-funded BMP projects.

Task 5.9: Watershed Monitoring Program

The monitoring initiated in Phase II will be continued and further expanded, which includes:

1. Discrete Monitoring

- Water quality monitoring will continue in partnership with ISWS approximately bi-weekly at the three stations established in late 2019. Locations include, (i) Sangamon River IL 32, (ii) Friends Creek and (iii) Big/Long Creek. During larger storm events, attempts will be made to directly measure flows with acoustic doppler profiler methods to calibrate and maintain stage/discharge relationships.

- Automatic water sampling equipment was installed at the 3 stations in Phase IV to better capture storm events. These samplers will be maintained and managed to capture 4-5 storm events per year during Phase V. Samples are submitted to the ISWS laboratory or RCPP partners (i.e., Decatur Sanitary District) for analysis.

2. Continuous Monitoring

    - Northwater will continue to support management of the automatic monitoring station on the Sangamon River at the IL 32 bridge. This is in partnership with the National Great Rivers Research and Education Center (NGRREC) and includes river stage, nitrate, turbidity, temperature/conductivity, dissolved oxygen and dissolved organic matter. The monitoring sensors, telemetry and solar power system was purchased under phase II and installation was completed in 2022.

    - On behalf of the City, Northwater will coordinate with NGRREC in the maintenance and operation of the system to minimize downtime. Data will be regularly checked with QA/QC procedures to make sure the station and sensors are in in working order and data quality is satisfactory.

    - BMP Monitoring sites

        - DeWitt Well Field – Baseline monitoring to characterize stormwater and drainage tile flows and sediment and nutrient concentrations. Northwater is in discussions with NGRREC to install automatic water sampling equipment in Phase V to better capture storm events.

        - The budget includes baseline monitoring at one additional BMP site to start in Phase V, which will be determined during Phase IV or early Phase V.

3. Data Management

    - Monitoring data will be managed and maintained in a relational database system using MS Access. A database architecture has been developed in coordination with the ISWS to make synthesizing data between organizations more efficient.

    - Northwater will utilize tools and processes for data validation and QA/QC of sensor data.

    - Online access to sensor and telemetry data will be maintained by Northwater, this includes all telemetry and server related-costs.

    - Managing and maintaining data will be an on-going and important part of the monitoring program.

Task 5.10: Lake Sedimentation and Bathymetry Program

The lake-wide bathymetric baseline mapping was mostly completed in Phase III, so no major activities are planned in 2024. Resurveying of sediment traps and select transects of the lake will occur in the second year of Phase V (2025).

This will include the following:

- Resurvey of three sediment traps and 6 cross-sections in the lake using motorized boat and XYLEM Sontek M9 Acoustic Doppler Profiler and GPS receiver. The M9 can profile bathymetry up to 40 m depth with 0.001 m depth resolution. HYPACK hydrological surveying software will be used to plan the survey to optimize results in key areas of interest and cross sections for follow-up monitoring. HYPACK will also be utilized to post-process the data and develop bathymetry profiles. Lake level transducers will be installed during the entire duration of the survey to record accurate lake levels, this is important to properly correct the survey data for changing lake levels throughout the duration the survey period

- Analysis will be performed between the baseline surveys in 2021/2022 and the new survey in 2025. Sediment accumulation maps will be developed for the sediment traps with an estimation of rates. The 6 cross sections will be plotted comparatively to baseline conditions and include estimates of sediment accumulation and rates. Using the sediment traps and the 6 cross sections, lake-wide estimates of sediment accumulation will be made.

Task 5.11: General Consulting

Due to the diverse range of tasks and activities in Phase V, a general consulting task is included to efficiently support the City as needed in case out of scope engineering or environmental consulting is requested. For example, this may include some support with City-funded BMP projects or support with the lake monitoting data management and analysis.

Task 5.12: Online Watershed Management System

A custom watershed management system was configured for the Lake Decatur watershed in Phase IV. The Spatial Watershed Assessment and Management Model (SWAMM) is a custom web-based software that enables users to explore maps and spatial data from the completed subwatershed plans, analyze nutrient and sediment loading, perform cost-benefit analysis, and evaluate and track BMPs and scenarios to reduce nutrient and sediment delivery to the lakes. The interface allows for use of the watershed GIS data and watershed pollutant load model without the need for ESRI ArcMap software or knowledge of GIS.

Standard SWAMM functionality includes:

- Mapping portal to explore all areas within the watershed and toggle various datasets.
- Ability to estimate nutrient and sediment loads from user delineated areas.
- Ability to evaluate the effectiveness of BMPs for user delineated areas.
- The ability to save proposed and completed practices into the system.
- Management dashboard to see total loadings and visualize BMPs and progress towards reductions goals.

- Ability to perform a cost-benefit analysis on proposed BMPs using pre-defined or custom unit costs.

SWAMM is being used to support the RCPP grant and the City cost-share program and some minor customization may be needed in Phase V including:

1. Import new pollutant loading maps for completed subwatersheds.
2. Customizations for RCPP partners and tracking as the program develops in 2024.

Exhibit A

A.1 – Phase V Budget Summary

A.2 – Phase V Budget Detail

A.3 –Year 1 Budget Detail

A.4 – Year 2 Budget Detail

A.1

Lake Decatur Watershed Planning & Management

Phase V – Budget Summary

The budgetary estimates are provided in the table below for the period from January 1, 2024 – December 31, 2025 (Two Years).

Phase V: January 1, 2024 – December 31, 2025	Estimated Labor	DC & Supplies and Equipment	Estimated Fees & RCPP* Match	Estimated Proportion Directly Reimbursed by Grant Funds
Task 5.1: Nine Element Plan - Big/Long Creek Update	$76,268.04	$2,860.00	$79,128.04	$47,480.00
Task 5.2[2]: Nine Element Plan - Camp Creek and South Fork Camp Creek	$65,443.20	$1,980.00	$67,423.20	$40,500.00
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$41,743.20	$1,430.00	$43,173.20	$17,300.00
Task 5.4: 319 Grant Applications & Management	$41,451.84	$3,300.00	$44,751.84	--
Task 5.5: RCPP Management & Execution	$310,844.70	37,400.00	348,244.70	~$60,000.00
Task 5.6: Watershed Coordination & Plan Implementation	$46,734.90	$4,400.00	$51,134.90	--
Task 5.7: Special Project Advancement	$15,609.36	$7,040.00	$22,649.36	--
Task 5.8: Section 319 BMP Engineering & Design	$48,739.20	$10,230.00	$58,969.20	~$9,500.00 - $15,250.00
Task 5.9: Watershed Monitoring Program	$163,318.80	$17,600.00	$180,918.80	--
Task 5.10: Lake Sedimentation & Bathymetry Program	$26,471.28	$4,950.00	$31,421.28	--
Task 5.11: General Consulting	$47,206.38	$3,300.00	$50,506.38	--
Task 5.12: Online Watershed Management System	$12,693.24	$6,000.00	$18,693.24	~$10,000.00
*RCPP – USDA Resource Conservation Partnership Program Approximately $935,000 will be matched by the USDA RCPP grant for watershed management plan implementation resulting from this contract			**$997,014.14**	**$184,780.00 - $190,530.00**

Notes

1. These are considered budgetary not to exceed maximums.
2. Task 5.2: This effort initiated late due to 319 grant award delays. Up to $47,600 of unused budget for this plan in the Phase IV budget will need to be rolled over.
3. Task 5.5 supports the City with management and execution of the $9.8M Regional Conservation Partnership Program (RCPP) grant. This effort is expected to be much lower in 2026 after the program is established and running.
4. It is estimated that between $184,780.00 and $190,530.00 will be reimbursed from awarded grant funding from the Illinois EPA section 319 and RCPP.
5. Tasks 5.1 through 5.3 are approximately 60% covered by Illinois EPA section 319 grant awards.

Exhibit A.2

Lake Decatur Watershed Management Phase V, Year 1 and 2: January 1, 2024 - December 31, 2025

	Principal	Sr. Engineer / Scientist	Enginner / Scientist II	Environmental Scientist / GIS Analyst I	Environmental Technician / GIS Analyst
Hours					
Task 5.1: Nine Element Plan - Big/Long Creek Update	192	19	25	225	325
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	200	25	30	170	180
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	80	20	10	160	180
Task 5.4: 319 Grant Applications & Management	220	0	0	54	9
Task 5.5: RCPP Management & Execution	1570	120	10	230	200
Task 5.6: Watershed Coordination & Plan Implementation	270	13	0	0	0
Task 5.7: Special Project Advancement	32	50	20	7	0
Task 5.8: Section 319 BMP Engineering & Design	80	232	6	0	0
Task 5.9: Watershed Monitoring Program	280	440	120	120	440
Task 5.10: Lake Sedimentation & Bathymetry Program (2025)	24	32	0	140	100
Task 5.11: General Consulting	90	200	0	28	0
Task 5.12: Online Watershed Management System	52	0	0	50	0

Direct Labor					
Task 5.1: Nine Element Plan - Big/Long Creek Update	$10,615.68	$950.00	$930.00	$6,102.00	$6,825.00
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	$11,058.00	$1,250.00	$1,116.00	$4,610.40	$3,780.00
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$4,423.20	$1,000.00	$372.00	$4,339.20	$3,780.00
Task 5.4: 319 Grant Applications & Management	$12,163.80	$0.00	$0.00	$1,464.48	$189.00
Task 5.5: RCPP Management & Execution	$86,805.30	$6,000.00	$372.00	$6,237.60	$4,200.00
Task 5.6: Watershed Coordination & Plan Implementation	$14,928.30	$650.00	$0.00	$0.00	$0.00
Task 5.7: Special Project Advancement	$1,769.28	$2,500.00	$744.00	$189.84	$0.00
Task 5.8: Section 319 BMP Engineering & Design	$4,423.20	$11,600.00	$223.20	$0.00	$0.00
Task 5.9: Watershed Monitoring Program	$15,481.20	$22,000.00	$4,464.00	$3,254.40	$9,240.00
Task 5.10: Lake Sedimentation & Bathymetry Program (2025)	$1,326.96	$1,600.00	$0.00	$3,796.80	$2,100.00
Task 5.11: General Consulting	$4,976.10	$10,000.00	$0.00	$759.36	$0.00
Task 5.12: Online Watershed Management System	$2,875.08	$0.00	$0.00	$1,356.00	$0.00

Direct Costs (Subs, mileage, equipment, etc)	ODCs	Subonsultant #1	Subconsultant #2	Subcontractors	10%	Total
Task 5.1: Nine Element Plan - Big/Long Creek Update	$2,600.00	$0.00	$0.00	$0.00	$260.00	$2,860.00
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	$1,800.00	$0.00	$0.00	$0.00	$180.00	$1,980.00
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$1,300.00	$0.00	$0.00	$0.00	$130.00	$1,430.00
Task 5.4: 319 Grant Applications & Management	$3,000.00	$0.00	$0.00	$0.00	$300.00	$3,300.00
Task 5.5: RCPP Management & Execution	$16,000.00	$18,000.00	$0.00	$0.00	$3,400.00	$37,400.00
Task 5.6: Watershed Coordination & Plan Implementation	$4,000.00	$0.00	$0.00	$0.00	$400.00	$4,400.00
Task 5.7: Special Project Advancement	$2,400.00	$4,000.00	$0.00	$0.00	$640.00	$7,040.00
Task 5.8: Section 319 BMP Engineering & Design	$2,800.00	$6,500.00	$0.00	$0.00	$930.00	$10,230.00
Task 5.9: Watershed Monitoring Program	$8,000.00	$0.00	$8,000.00	$0.00	$1,600.00	$17,600.00
Task 5.10: Lake Sedimentation & Bathymetry Program	$4,500.00	$0.00	$0.00	$0.00	$450.00	$4,950.00
Task 5.11: General Consulting	$3,000.00	$0.00	$0.00	$0.00	$300.00	$3,300.00
Task 5.12: Online Watershed Management System	$6,000.00	$0.00	$0.00	$0.00	$0.00	$6,000.00

Phase V Total	Direct Labour	Estimated Labour	DC & Supplies/Equipment	Estimated Cost
Task 5.1: Nine Element Plan - Big/Long Creek Update	$25,422.68	$76,268.04	$2,860.00	$79,128.04
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	$21,814.40	$65,443.20	$1,980.00	$67,423.20
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$13,914.40	$41,743.20	$1,430.00	$43,173.20
Task 5.4: 319 Grant Applications & Management	$13,817.28	$41,451.84	$3,300.00	$44,751.84
Task 5.5: RCPP Management & Execution	$103,614.90	$310,844.70	$37,400.00	$348,244.70
Task 5.6: Watershed Coordination & Plan Implementation	$15,578.30	$46,734.90	$4,400.00	$51,134.90
Task 5.7: Special Project Advancement	$5,203.12	$15,609.36	$7,040.00	$22,649.36
Task 5.8: Section 319 BMP Engineering & Design	$16,246.40	$48,739.20	$10,230.00	$58,969.20
Task 5.9: Watershed Monitoring Program	$54,439.60	$163,318.80	$17,600.00	$180,918.80
Task 5.10: Lake Sedimentation & Bathymetry Program	$8,823.76	$26,471.28	$4,950.00	$31,421.28
Task 5.11: General Consulting	$15,735.46	$47,206.38	$3,300.00	$50,506.38
Task 5.12: Online Watershed Management System	$4,231.08	$12,693.24	$6,000.00	$18,693.24

Phase V Total	**$997,014.14**
Estimated Grant Contributions	**$184,780.00 - $190,530.00**
Estimated Total Phase V City Costs	**$806,484.14 - $812,234.14**

Exhibit A.3

Lake Decatur Watershed Management Phase V, Year 1: January 1, 2024 - December 31, 2024

	Principal	Sr. Engineer / Scientist	Enginner / Scientist II	Environmental Scientist / GIS Analyst I	Environmental Technician / GIS Analyst
Hours					
Task 5.1: Nine Element Plan - Big/Long Creek Update	160	15	20	190	270
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	200	25	30	170	180
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	0	0	0	0	0
Task 5.4: 319 Grant Applications & Management	120	0	0	30	5
Task 5.5: RCPP Management & Execution	785	60	5	115	100
Task 5.6: Watershed Coordination & Plan Implementation	150	5	0	0	0
Task 5.7: Special Project Advancement	20	25	10	4	0
Task 5.8: Section 319 BMP Engineering & Design	25	62	2	0	0
Task 5.9: Watershed Monitoring Program	140	220	60	60	220
Task 5.10: Lake Sedimentation & Bathymetry Program (2025)	0	0	0	0	0
Task 5.11: General Consulting	50	120	0	12	0
Task 5.12: Online Watershed Management System	28	0	0	30	0

Direct Labor					
Task 5.1: Nine Element Plan - Big/Long Creek Update	$8,846.40	$750.00	$744.00	$5,152.80	$5,670.00
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	$11,058.00	$1,250.00	$1,116.00	$4,610.40	$3,780.00
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$0.00	$0.00	$0.00	$0.00	$0.00
Task 5.4: 319 Grant Applications & Management	$6,634.80	$0.00	$0.00	$813.60	$105.00
Task 5.5: RCPP Management & Execution	$43,402.65	$3,000.00	$186.00	$3,118.80	$2,100.00
Task 5.6: Watershed Coordination & Plan Implementation	$8,293.50	$250.00	$0.00	$0.00	$0.00
Task 5.7: Special Project Advancement	$1,105.80	$1,250.00	$372.00	$108.48	$0.00
Task 5.8: Section 319 BMP Engineering & Design	$1,382.25	$3,100.00	$74.40	$0.00	$0.00
Task 5.9: Watershed Monitoring Program	$7,740.60	$11,000.00	$2,232.00	$1,627.20	$4,620.00
Task 5.10: Lake Sedimentation & Bathymetry Program (2025)	$0.00	$0.00	$0.00	$0.00	$0.00
Task 5.11: General Consulting	$2,764.50	$6,000.00	$0.00	$325.44	$0.00
Task 5.12: Online Watershed Management System	$1,548.12	$0.00	$0.00	$813.60	$0.00

Direct Costs (Subs, mileage, equipment, etc)	ODCs	Subonsultant #1	Subconsultant #2	Subcontractors	10%	Total
Task 5.1: Nine Element Plan - Big/Long Creek Update	$2,000.00	$0.00	$0.00	$0.00	$200.00	$2,200.00
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	$1,800.00	$0.00	$0.00	$0.00	$180.00	$1,980.00
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 5.4: 319 Grant Applications & Management	$1,500.00	$0.00	$0.00	$0.00	$150.00	$1,650.00
Task 5.5: RCPP Management & Execution	$8,000.00	$9,000.00	$0.00	$0.00	$1,700.00	$18,700.00
Task 5.6: Watershed Coordination & Plan Implementation	$2,000.00	$0.00	$0.00	$0.00	$200.00	$2,200.00
Task 5.7: Special Project Advancement	$1,200.00	$2,000.00	$0.00	$0.00	$320.00	$3,520.00
Task 5.8: Section 319 BMP Engineering & Design	$1,400.00	$3,000.00	$0.00	$0.00	$440.00	$4,840.00
Task 5.9: Watershed Monitoring Program	$4,000.00	$0.00	$4,000.00	$0.00	$800.00	$8,800.00
Task 5.10: Lake Sedimentation & Bathymetry Program (2025)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 5.11: General Consulting	$1,500.00	$0.00	$0.00	$0.00	$150.00	$1,650.00
Task 5.12: Online Watershed Management System	$3,000.00	$0.00	$0.00	$0.00	$0.00	$3,000.00

Phase V Total	Direct Labour	Estimated Labour	DC & Supplies/Equipment	Estimated Cost
Task 5.1: Nine Element Plan - Big/Long Creek Update	$21,163.20	$63,489.60	$2,200.00	$65,689.60
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	$21,814.40	$65,443.20	$1,980.00	$67,423.20
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$0.00	$0.00	$0.00	$0.00
Task 5.4: 319 Grant Applications & Management	$7,553.40	$22,660.20	$1,650.00	$24,310.20
Task 5.5: RCPP Management & Execution	$51,807.45	$155,422.35	$18,700.00	$174,122.35
Task 5.6: Watershed Coordination & Plan Implementation	$8,543.50	$25,630.50	$2,200.00	$27,830.50
Task 5.7: Special Project Advancement	$2,836.28	$8,508.84	$3,520.00	$12,028.84
Task 5.8: Section 319 BMP Engineering & Design	$4,556.65	$13,669.95	$4,840.00	$18,509.95
Task 5.9: Watershed Monitoring Program	$27,219.80	$81,659.40	$8,800.00	$90,459.40
Task 5.10: Lake Sedimentation & Bathymetry Program	$0.00	$0.00	$0.00	$0.00
Task 5.11: General Consulting	$9,089.94	$27,269.82	$1,650.00	$28,919.82
Task 5.12: Online Watershed Management System	$2,361.72	$7,085.16	$3,000.00	$10,085.16

Phase V-Y1 Total	**$519,379.02**

Exhibit A.4

Lake Decatur Watershed Management Phase V, Year 2: January 1, 2025 - December 31, 2025

	Principal	Sr. Engineer / Scientist	Enginner / Scientist II	Environmental Scientist / GIS Analyst I	Environmental Technician / GIS Analyst
Hours					
Task 5.1: Nine Element Plan - Big/Long Creek Update	32	4	5	35	55
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	0	0	0	0	0
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	80	20	10	160	180
Task 5.4: 319 Grant Applications & Management	100	0	0	24	4
Task 5.5: RCPP Management & Execution	785	60	5	115	100
Task 5.6: Watershed Coordination & Plan Implementation	120	8	0	0	0
Task 5.7: Special Project Advancement	12	25	10	3	0
Task 5.8: Section 319 BMP Engineering & Design	55	170	4	0	0
Task 5.9: Watershed Monitoring Program	140	220	60	60	220
Task 5.10: Lake Sedimentation & Bathymetry Program (2025)	24	32	0	140	100
Task 5.11: General Consulting	40	80	0	16	0
Task 5.12: Online Watershed Management System	24	0	0	20	0

Direct Labor					
Task 5.1: Nine Element Plan - Big/Long Creek Update	$1,769.28	$200.00	$186.00	$949.20	$1,155.00
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	$0.00	$0.00	$0.00	$0.00	$0.00
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$4,423.20	$1,000.00	$372.00	$4,339.20	$3,780.00
Task 5.4: 319 Grant Applications & Management	$5,529.00	$0.00	$0.00	$650.88	$84.00
Task 5.5: RCPP Management & Execution	$43,402.65	$3,000.00	$186.00	$3,118.80	$2,100.00
Task 5.6: Watershed Coordination & Plan Implementation	$6,634.80	$400.00	$0.00	$0.00	$0.00
Task 5.7: Special Project Advancement	$663.48	$1,250.00	$372.00	$81.36	$0.00
Task 5.8: Section 319 BMP Engineering & Design	$3,040.95	$8,500.00	$148.80	$0.00	$0.00
Task 5.9: Watershed Monitoring Program	$7,740.60	$11,000.00	$2,232.00	$1,627.20	$4,620.00
Task 5.10: Lake Sedimentation & Bathymetry Program	$1,326.96	$1,600.00	$0.00	$3,796.80	$2,100.00
Task 5.11: General Consulting	$2,211.60	$4,000.00	$0.00	$433.92	$0.00
Task 5.12: Online Watershed Management System	$1,326.96	$0.00	$0.00	$542.40	$0.00

Direct Costs (Subs, mileage, equipment, etc)	**ODCs**	**Subonsultant #1**	**Subconsultant #2**	**Subcontractors**	**10%**	**Total**
Task 5.1: Nine Element Plan - Big/Long Creek Update	$600.00	$0.00	$0.00	$0.00	$60.00	$660.00
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$1,300.00	$0.00	$0.00	$0.00	$130.00	$1,430.00
Task 5.4: 319 Grant Applications & Management	$1,500.00	$0.00	$0.00	$0.00	$150.00	$1,650.00
Task 5.5: RCPP Management & Execution	$8,000.00	$9,000.00	$0.00	$0.00	$1,700.00	$18,700.00
Task 5.6: Watershed Coordination & Plan Implementation	$2,000.00	$0.00	$0.00	$0.00	$200.00	$2,200.00
Task 5.7: Special Project Advancement	$1,200.00	$2,000.00	$0.00	$0.00	$320.00	$3,520.00
Task 5.8: Section 319 BMP Engineering & Design	$1,400.00	$3,500.00	$0.00	$0.00	$490.00	$5,390.00
Task 5.9: Watershed Monitoring Program	$4,000.00	$0.00	$4,000.00	$0.00	$800.00	$8,800.00
Task 5.10: Lake Sedimentation & Bathymetry Program	$4,500.00	$0.00	$0.00	$0.00	$450.00	$4,950.00
Task 5.11: General Consulting	$1,500.00	$0.00	$0.00	$0.00	$150.00	$1,650.00
Task 5.12: Online Watershed Management System	$3,000.00	$0.00	$0.00	$0.00	$0.00	$3,000.00

Phase V Total	**Direct Labour**	**Estimated Labour**	**DC & Supplies/Equipment**	**Estimated Cost**
Task 5.1: Nine Element Plan - Big/Long Creek Update	$4,259.48	$12,778.44	$660.00	$13,438.44
Task 5.2: Nine Element Plan - Camp Creek and South Fork Camp Creek	$0.00	$0.00	$0.00	$0.00
Task 5.3: Nine Element Plan - Goose Creek and Finley Creek	$13,914.40	$41,743.20	$1,430.00	$43,173.20
Task 5.4: 319 Grant Applications & Management	$6,263.88	$18,791.64	$1,650.00	$20,441.64
Task 5.5: RCPP Management & Execution	$51,807.45	$155,422.35	$18,700.00	$174,122.35
Task 5.6: Watershed Coordination & Plan Implementation	$7,034.80	$21,104.40	$2,200.00	$23,304.40
Task 5.7: Special Project Advancement	$2,366.84	$7,100.52	$3,520.00	$10,620.52
Task 5.8: Section 319 BMP Engineering & Design	$11,689.75	$35,069.25	$5,390.00	$40,459.25
Task 5.9: Watershed Monitoring Program	$27,219.80	$81,659.40	$8,800.00	$90,459.40
Task 5.10: Lake Sedimentation & Bathymetry Program	$8,823.76	$26,471.28	$4,950.00	$31,421.28
Task 5.11: General Consulting	$6,645.52	$19,936.56	$1,650.00	$21,586.56
Task 5.12: Online Watershed Management System	$1,869.36	$5,608.08	$3,000.00	$8,608.08
			Phase V -Y2 Total	**$477,635.12**

DATE: 11/22/2023

MEMO: 2023-119

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 Contract with Burdick Plumbing and Heating Company, Inc. for Water Sampling Stations, City Project 2023-13

SUMMARY RECOMMENDATION:
It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for Water Sampling Stations, City Project 2023-13, to Burdick Plumbing and Heating Company, Inc. as the lowest responsive and responsible bidder in the amount of $290,330.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents, excluding project specific drawings, conditions and standard provisions, are attached.

BACKGROUND:
Project Description
The project will install nineteen (19) water sampling stations installed throughout the distribution system, plus one spare sampling station. Water quality regulations require frequent sampling in the distribution system. For example, it is important to verify that the water retains sufficient concentration of chlorine to protect public health. These sampling stations will be located in the public right-of-way which will allow the water operators to take samples more efficient and with less impact on customers. The former sampling sites are located inside customer buildings which caused issues due to the availability to retrieve a sample when the property has temporary or permanent closures, water quality changes due to the private service lines, automatic faucets installed at many sites that temper the water, onsite filters, and the reduction in the chlorine residual.

The specified sampling station is a Mueller product. Several different models were evaluated, and the Mueller product was selected based on its durability, technology, and self-draining properties.

Public Bid Letting Results
The project plans and specifications were prepared in-house and have been reviewed by IEPA for

compliance with sampling regulations. The project was advertised on Wednesday, October 18th, 2023, and bids were opened on Wednesday, November 15th, 2023. There was a high level of contractor interest in the project. The bid results are as follows:

Bidder	Base Bid	Compared to Engineer's Est. Over (Under)
Burdick Plumbing and Heating, Inc.	**$290,330.00**	24.5%
E.L. Pruitt Company	$306,941.00	31.6%
A & R Services, Inc.	$319,684.35	37.1%
Engineer's Estimate	**$233,170.00**	**-**

The three bids were within 10% of each other, which indicates that the plans and specifications were clearly understood and that the bids are competitive with each other. The unit costs that exceeded the Engineer's Estimate were the bollards (to protect the sampling stations) and the landscape restoration (reseeding disturbed areas.) It was difficult to predict the cost of these items in advance. There are no alternate bids for this project. It is recommended that delaying or rebidding of this project will not provide savings without the reduction of scope or the number of sites.

MINORITY PARTICIPATION GOALS:

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

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

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

In this case, Burdick Plumbing and Heating has exceeded the MBE Goal through the use of a minority business supplier, Marenco Enterprises. They will provide supplies valued at 21% of the contract amount.

SCHEDULE:

Work on this project is expected to start in January 2024 and be complete by July 31, 2024. Supply chain issues are not expected to be significant.

LEGAL REVIEW: The project plans and specifications were reviewed by the Legal Department on October 12th, 2023.

PRIOR COUNCIL ACTION:
The proposed 2024 Capital Improvements Plan includes a budget of $1,083,500 from Fund 81, Water Capital Fund, for Water System Improvements, including Distribution System Sampling Stations.

Sampling stations in the water distribution system were recommended in a 2020 plan prepared by Strand and Associates which addressed how to maintain adequate chlorine residual in the system based on an extended period simulation (EPS) model.

The long-term sustainability plan for the water utility, which was prepared by CDM Smith in 2022, concurred with this recommendation and included the sampling stations in the proposed capital improvement program as Project Number 55. The overall budget for that project was $520,000, but it included tank mixing equipment as well.

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

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer, and Robert Weil, Assistant City Engineer (Water Utility). Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for this project is budgeted in the Water Non Lake Capital Fund, Fund 81 at $240,000. The contract amount of 290,330 exceeds the planned budget for this project by $50,330. The planned budget for a lower priority project, NE Quadrant Capacity Improvements, is expected to be reduced to keep within budget for the fiscal year. The NE Quadrant Capacity Improvement project will install a large water distribution main to support future industry. The reduced budget in 2024 will not have an impact on the ultimate completion date for this project, which won't proceed to construction until major new industrial growth materializes.

Staff Impact: Staff has allocated time to manage this project.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for Water Sampling Stations, City Project 2023-13	Resolution Letter
Bid Tab	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BURDICK PLUMBING AND HEATING, INC. FOR WATER SAMPLING STATIONS CITY PROJECT 2023-13

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

Section 1. That the tabulation of bids received for City Project 2023-13, Water Sampling Stations, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Burdick Plumbing and Heating, Inc. in the amount of $290,330.00 be, and it is hereby accepted, and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Burdick Plumbing and Heating, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $290,330.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of $50,000 as a bonus.

PRESENTED and ADOPTED this 4th day of December 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

PROJECT MANUAL

WATER SAMPLING STATIONS

CITY PROJECT *2023-13*

October, 2023

a project of the

City of Decatur, Illinois
Public Works Department
1 Gary K. Anderson Plaza
Decatur, IL 62523

FOR BIDDING

CITY OF DECATUR

WATER SAMPLING STATIONS

Mayor and Councilmembers

Julie Moore Wolfe, Mayor

Chuck Kuhle	Ed Culp
David Horn	Dennis R. Cooper
Lisa Gregory	Patrick McDaniel

City Officials

Scot Wrighton	City Manager
Jon Kindseth	Deputy City Manager
Wendy Morthland	Corporation Counsel
Kim Althoff	City Clerk
Ruby James	Chief Financial Officer/Treasurer
Matthew Newell	Public Works Director
Paul Caswell	City Engineer

WATER SAMPLING STATIONS
CITY PROJECT *2023-13*

PROJECT MANUAL INDEX

ADVERTISEMENT FOR BIDS 4
INFORMATION FOR BIDDERS 7
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS 11
BID FORM 16
NON-COLLUSION AFFIDAVIT 29
CONTRACT 32
GENERAL CONDITIONS 37
GC-1 CERTIFICATE OF INSURANCE 37
GC-2 CLEAN UP 38
GC-3 CONSTRUCTION STAKING 38
GC-4 CONTRACT WARRANTY 39
GC-5 CONTRACTOR AVAILABILITY 39
GC-6 COORDINATION 39
GC-7 DUST CONTROL 40
GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES 40
GC-9 FAIR EMPLOYMENT PRACTICES 40
GC-10 INDEMNIFICATION 40
GC-11 INSPECTION 40
GC-12 LANE CLOSURE PERMITS 41
GC-13 LIQUIDATED DAMAGES 41
GC-14 LOCATION OF UTILITIES 42
GC-15 MEASUREMENT AND PAYMENT 42
GC-16 METHOD OF PAYMENT 42
GC-17 NO PARKING SIGNS 43
GC-18 PERMITS 43
GC-19 DOCUMENTATION OF EXISTING CONDITIONS 43
GC-20 MINORITY PARTICIPATION GOALS REPORTING 43
GC-21 PROJECT MAINTENANCE 43
GC-22 ROYALTIES, PATENTS AND COPYRIGHTS 44
GC-23 SAFETY 44
GC-24 SCHEDULE NOTIFICATION 44
GC-25 TAXES 44
GC-26 TRENCH AND EXCAVATION SAFETY 44
GC-27 USE OF FIRE HYDRANTS 45
GC-28 TERMINATION FOR PUBLIC CONVENIENCE 45
GC-29 ONLINE PROJECT DOCUMENTATION AND ADMINISTRATION 46
SPECIAL CONDITIONS 47
SC-1 PREVAILING WAGE RATES 47
SC-2 FAIR EMPLOYMENT PRACTICES 54
SC-3 MINORITY PARTICIPATION WORKSHEET 55
SPECIAL PROVISIONS 57

APPENDIX

EXCERPTS OF STANDARD SPECIFICATIONS
EXCERPTS OF STANDARD DRAWINGS

END OF
PROJECT MANUAL INDEX

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***10:00 AM, NOVEMBER 15, 2023,*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

WATER SAMPLING STATIONS

CITY PROJECT *2023-13*

The proposed project herein specified and described includes the following work:

Installing 19 new water sampling stations at various locations within the City.

The work also includes items of pavement and landscape restoration, and traffic control.

INSTRUCTIONS TO BIDDERS:

1. ***A PRE-BID MEETING*** will be held by ***CONFERENCE CALL ONLY*** on **November 1, 2023 at 10:00 am.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.** The pre-bid meeting is not mandatory.

2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**

3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**

4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	**City of Decatur**
Plans & Portals	**Engineering Division**
Public Projects	**#1 Gary K. Anderson Plaza**
DFS Public Plan Room	**Decatur, Illinois 62523**

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at

www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.

7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.

8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

   (1) ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

   (2) ***Eighteen (18) Percent (%)*** of the total hours worked should be performed by minority workers.

   All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation is included in the Project Manual and to be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

October 18, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

END OF
ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

For Construction of: ***WATER SAMPLING STATIONS***

City Project No.: ***2023-13***

Owner: City of Decatur, Illinois

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be date, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder,
2. The Bidder's address,
3. The name of the project along with the project number for which the bid is submitted,

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.

5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

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

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform themself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing e-mailed to capitalprojects@decaturil.gov and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, the addenda will be posted on Decatur Blue Prints website at www.Decaturblue.com and notification will be e-mailed to all project plan holders, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project.

The City of Decatur maintains City project information on the City's web site at www.decaturil.gov/Departments/Public Works /Contractor Project Bid Information. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Minority workers should perform ***Eighteen (18) Percent (%)*** of the total hours worked.

B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a bonus. The amount of the bonus will be calculated as 2% of the final contract amount, with the bonus not to exceed a maximum of $50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to

self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation will be provided through **reporting forms submitted monthly to the City of Decatur.**

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

A. Ensuring non-discrimination in the award and administration of City public works contracts;
B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
D. Promoting the use of MBE and minority workers in City public works projects;
E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
   i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
   ii. Outreach and recruitment efforts of and to MBEs and minority workers;
   iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
   iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
   v. Negotiating in good faith with MBEs and firms that employ minority workers;
   vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
   vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
   viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
   ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

END OF INFORMATION FOR BIDDERS

RETURN WITH BID

BID FORM

For Construction of: ***WATER SAMPLING STATIONS***

City Project No.: ***2023-13***

Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

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

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

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
ADDENDUM #1	11/9/23	JB
ADDENDUM #2	11/13/23	JB

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

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

	SUBCONTRACTOR	TYPE OF WORK
1.	MARENCO ENTERPRISES	SEEDING + MAT. SUPPLY
2.	DUNN CO.	ASPHALT
3.	FLANNIGAN CONTRACTING	CONCRETE + BOLLARDS
4.		

RETURN WITH BID

DATE November 15, 2023

(If an Individual) (SEAL)
Signature of Bidder _____

Tax ID #: _____

Business Address &
E-mail Address _____

(If a Co-Partnership) (SEAL)
Firm Name _____

By: _____

Business Address &
E-mail Addresses _____

Names of All Members of
Firm _____

(If a Corporation)
Corporate Name Burdick Plumbing & Heating Co., Inc (SEAL)

By: Jeffrey S. Burdick
Vice-President

Business Address &
E-mail Addresses 1175 N. 20th St. PO Box 496

Decatur, IL 62525

Names of Officers Douglas W. Burdick
President

_____
Secretary

_____
Treasurer

Attest: April Kostenski
Secretary

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
WATER SAMPLING STATIONS
CITY PROJECT *2023-13*

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

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
X0338080	MUELLER SAMPLING STATIONS (SPARE)	EACH	1	$3,500.00	$3,500.00
X0338080	MUELLER SAMPLING STATIONS (INSTALLED)	EACH	19	$4,600.00	$87,400.00
56200320	1 INCH X 20 FT WATER SERVICE (SHORT), W/CORP & CURB STOP, DUG, TYPE II	EACH	19	$3,200.00	$60,800.00
20800150	TRENCH BACKFILL	CU YDS	50	$100.00	$5,000.00
Z0004002	BOLLARDS	EACH	38	$1,200.00	$45,600.00
Z0004003	BOLLARD COVERS	EACH	38	$110.00	$4,180.00
59300101	CONCRETE FOR BOLLARDS	CU YDS	15	$250.00	$3,750.00
44000600	5 INCH SIDEWALK REMOVAL	SQ FT	50	$12.00	$600.00
42400200	5 INCH PORTLANDD CEMENT CONCRETE SIDEWALK REPLACEMENT	SQ FT	50	$50.00	$2,500.00
44000500	CURB & GUTTER REMOVAL & REPLACEMENT	FEET	20	$150.00	$3,000.00
44201701	CLASS D PATCHES, 5 INCH PAVEMENT	SQ YDS	20	$390.00	$7,800.00
25000100	SEEDING, CLASS 1 LAWN MIXTURE 100 LB/ ACRE	LB	10	$560.00	$5,600.00
25000500	PHOSPHORUS FERTILIZER MIXTURE 90 LB/ ACRE	LB	8	$100.00	$800.00
25000600	POTASSIUM FERTILIZER MIXTURE	LB	8	$100.00	$800.00
25000400	NITROGEN FERTILIZER MIXTURE	LB	8	$100.00	$800.00
25100105	MULCH, METHOD 2, 2 TONS / ACRE	TONS	0.20	$20,000.00	$4,000.00
X0327678	EXPLORATION EXCAVATIONS	EACH	18	$900.00	$16,200.00
70102620	TRAFFIC CONTROL	LSUM	1	$3,000.00	$3,000.00

RETURN WITH BID

67100100	MOBILIZATION	LSUM	1	$10,000.00	$10,000.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1	$25,000.00	$25,000.00

TOTAL BID $290,330.00

TOTAL BID IN WORDS TWO-HUNDRED NINETY THOUSAND THREE HUNDRED THIRTY AND 00/100

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	11/15/2023	Project Title:	Water Sampling Stations
Total Contract Value:		Project Number:	2023-13

Section I: Prime Contractor Information

Prime Contractor: Burdick Plumbing & Heating Co., Inc

Address: 1175 N. 20th St. PO Box 496
Decatur, IL 62525

Phone: 217-429-2385

Contact Person: Jared Burdick

Email: jared@burdickplumbing.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Marenco Enterprises	MBE	$10,000 =	3.5%	Final Grade/Seed
Flannigan Contracting	NON	$49,000 =	17%	Concrete + Bollards
Dunn Co.	NON	$5,500 =	2%	Asphalt
Totals		$64,500 =	23%	

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Marenco Enterprises	$60,000 =	21%	Water Sampling Stations
Totals	$60,000 =	21%	

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

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
N/A		

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
MARENCO ENTERPRISES	PHONE	BIDDING

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

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

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

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

Signature of Prime Contractor

11/14/23
Date

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request <u>does not</u> waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☒	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

_____ 11/15/23

Signature of Prime Contractor — Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

_____ _____

Public Works Director — Date

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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

N/A

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No			

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

_____ _____
Signature of Prime Contractor Date

_____ _____
Signature of Prime Contractor Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	11/15/2023	Project Title:	Water Sampling Stations
Total Contract Value:		Project Number:	2023-13

Section I: MBE Subcontractor Information

Subcontractor: Marenco Enterprises

Address: 3490 Leghorn Rd.
Clinton, IL 61727

Phone: (217) 693-2484

Contact Person: Mirna Willoughby

Email: mirna.marenco.ent@gmail.com

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
FINAL GRADE + SEED SUPPLY WATER SAMPLING STATIONS	$70,000 ±	24%

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
	Jared Burdick
Title	**Date**
Project Manager	11/15/2023

Subcontractor Signature	Print
Mirna Willoughby	Mirna Willoughby
Title	**Date**
President	11/15/2023

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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	11/15/23	Project Title:	WATER SAMPLING STATIONS
Total Contract Value:		Project Number:	2023-13

Section I: Prime Contractor Information

Prime Contractor: BURDICK PLUMBING

Address: 1175 N. 20TH ST.
DECATUR, IL 62521

Phone: (217) 429-2385

Contact Person: JARED BURDICK

Email: JARED@BURDICKPLUMBING.COM

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
DUNN CO.	$5,500 ±	2%		
FLANNIGAN CONTRACTING	$49,000 ±	17%		
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MARENCO ENTERPRISES	$10,000.=	3.5%		
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MARENCO ENTERPRISES	$60,000.=	2%		
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

11/15/23
Date

RETURN WITH BID

NON-COLLUSION AFFIDAVIT

STATE OF Illinois

COUNTY OF Macon

Jeffrey S. Burdick, being first duly sworn, deposes and says that they are Vice President (sole owner, partner, president, secretary, etc.) of Burdick Plumbing & Heating Co., Inc, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

Vice President
Title

Subscribed and sworn to before me this 15th day of November, 2023.

(SEAL)

OFFICIAL SEAL
APRIL L KOSTENSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 7/28/2025

April L. Kostenski
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

RETURN WITH BID

CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

i. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.

ii. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.

iii. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.

iv. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.

v. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:

a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
b. The number of hours worked each day; and,

c. The starting and ending time of work each day.

RETURN WITH BID

vi. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.

vii. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____ Date: 11/15/2023

_____ Burdick Plumbing & Heating Co., Inc

City of Decatur, Illinois Contractor

END OF BID FORM

AIA Document A310tm - 2010

Bid Bond

Contractor:
(Name, Legal Status and Address)
Burdick Plumbing & Heating Co. Inc.
P O Box 496
Decatur IL 62525

Surety:
(Name, Legal Status and Principal Place of Business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford CT 06183-6014

Owner:
(Name, Legal Status and Address)
City of Decatur
#1 Gary K Anderson Plaza
Decatur, IL 62523

Bond Amount: Ten percent of bid
Project:
(Name, location or address, and Project number, if any)
Water Sampling Station Project

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of November, 2023

Burdick Plumbing & Heating Co. Inc.
(Contractor as Principal) *(Seal)*

PM
(Title)

(Witness)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

(Witness)

(Title) James D Morgason, Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 15th day of November, 2023 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James D Morgason

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater

(Notary Public)

CATHERINE L ATER
NOTARY PUBLIC, NOTARY SEAL
STATE OF ILLINOIS, MACON COUNTY
COMMISSION # 894369
MY COMMISSION EXPIRES: MAY 07, 2027

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James D. Morgason** of **FORSYTH**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **November**, 2023.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No			

Describe the scope of work change:
Reason for subcontractor change:
Describe good faith efforts to utilize an MBE:

_____ _____
Signature of Prime Contractor Date

_____ _____
Signature of Prime Contractor Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

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

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

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this **4th** day of **December, 2023**, by and between the City of Decatur, Illinois, hereinafter called "Owner", and **Burdick Plumbing & Heating Co., Inc.** hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"*WATER SAMPLING STATIONS*, City Project *2023-13*"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **The Completion Date for this project is *July 31, 2024.*** The Contractor shall complete all work subject to the date on or before the specified date.

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond	Standard Specifications
Addenda	Appendices

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

_____
CITY CLERK

By _____
MAYOR

Burdick Plumbing & Heating Co., Inc.

_____
SECRETARY (Corporate Seal)

By _____
PRESIDENT

City of Decatur, Illinois

Contract Bond

Project **Water Sampling Stations**

Project Number **2023-13**

We, **Burdick Plumbing & Heating Co., Inc.**

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the _____ ,

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

Two-Hundred Ninety Thousand, Three Hundred Thirty Dollars and 00/100

_____ Dollars (**$290,330.00**), lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

Burdick Plumbing & Heating Co., Inc.
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

_____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____

_____
Notary Public

(SEAL)

SURETY

_____
(Name of Surety)

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

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____

_____
Notary Public

(SEAL)

CITY OF DECATUR

Approved this **4th** day of **December**, A.D. **2023**

Attest:

_____

_____
City of Decatur, Illinois

_____ Clerk

_____
Mayor

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR: WATER SAMPLING STATIONS CITY PROJECT 2023-13 DATED OCTOBER 2023

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated November 8, 2023, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PREBID MEETING MINUTES

2.01 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on November 1, 2023

AD-1-3 CONTRACT COMPLETION DATE

3.01 Revise the first sentence of Paragraph 4 of the Contract to read as follows: The Completion Date for this project is July 31, 2024.

AD-1-4 BOLLARD DETAIL

4.01 Revise the notes for the bollard detail on Sheet 19 to read: "Paint with primer, then install plastic cover."

Please make the proper acknowledgment of **addenda #1** on page **18** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer: _____ Date: November 9, 2023

Water Sampling Stations, City Project 2023-13
Questions
November 9, 2023

1. QUESTION: Will the City require the pressure sensors to be connected to the internet?
   ANSWER: The pressure sensors provided by Mueller come with cellular connectivity. The contractor does not need to arrange for any further internet connectivity.
2. QUESTION: On the water sampling station that is to be directly supplied to the City of Decatur, are we only supplying the Mueller Station? Or are we required to provide the corp, curb stop, piping, etc. that goes from station to existing watermain?
   ANSWER: The spare water sampling station is to include only the sampling station itself and no appurtenances.
3. QUESTION: On the section drawings it actually shows 20 locations to install, I'm assuming 1 of these represents the spare location? Is it Sampling Station #8?
   ANSWER: Correct. Sampling Station #8 is located within the City's Municipal Service Center. There is an existing sampling station there, so the 20th sampling station is to be a spare.
4. QUESTION: What size is the existing watermain that we tie-in to going to be generally? Are we talking 6"-12" in all cases or is there bigger watermain that we are tapping?
   ANSWER: All of the watermains that are to be tapped for the water sampling stations are 12" in diameter or less, except two: Station #2, on W. Southside Drive, which is 18"; and Station #6 on N. 22nd Street, which is 16".

ADDENDUM NO. 2

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
WATER SAMPLING STATIONS
CITY PROJECT 2023-13
DATED OCTOBER 2023

AD-2-1 NOTICE

1.01 This Addendum No. 2 dated November 13, 2023, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-2-2 BID FORM

2.01 Replace the Bid Form on page 20-21 of the Project Manual with the Attached Bid Form. The quantities for Work Item 59300101 – CONCRETE FOR BOLLARDS was updated to 15 CY.

Please make the proper acknowledgment of **addenda #2** on page **18** of your bidding documents.

END OF ADDENDUM NO. 2

City Engineer: _____ Date: November 13, 2023

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
WATER SAMPLING STATIONS
CITY PROJECT *2023-13*

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

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
X0338080	MUELLER SAMPLING STATIONS (SPARE)	EACH	1	_____	_____
X0338080	MUELLER SAMPLING STATIONS (INSTALLED)	EACH	19	_____	_____
56200320	1 INCH X 20 FT WATER SERVICE (SHORT), W/CORP & CURB STOP, DUG, TYPE II	EACH	19	_____	_____
20800150	TRENCH BACKFILL	CU YDS	50	_____	_____
Z0004002	BOLLARDS	EACH	38	_____	_____
Z0004003	BOLLARD COVERS	EACH	38	_____	_____
59300101	CONCRETE FOR BOLLARDS	CU YDS	15	_____	_____
44000600	5 INCH SIDEWALK REMOVAL	SQ FT	50	_____	_____
42400200	5 INCH PORTLANDD CEMENT CONCRETE SIDEWALK REPLACEMENT	SQ FT	50	_____	_____
44000500	CURB & GUTTER REMOVAL & REPLACEMENT	FEET	20	_____	_____
44201701	CLASS D PATCHES, 5 INCH PAVEMENT	SQ YDS	20	_____	_____
25000100	SEEDING, CLASS 1 LAWN MIXTURE 100 LB/ ACRE	LB	10	_____	_____
25000500	PHOSPHORUS FERTILIZER MIXTURE 90 LB/ ACRE	LB	8	_____	_____
25000600	POTASSIUM FERTILIZER MIXTURE	LB	8	_____	_____
25000400	NITROGEN FERTILIZER MIXTURE	LB	8	_____	_____
25100105	MULCH, METHOD 2, 2 TONS / ACRE	TONS	0.20	_____	_____
X0327678	EXPLORATION EXCAVATIONS	EACH	18	_____	_____
70102620	TRAFFIC CONTROL	LSUM	1	_____	_____

RETURN WITH BID

67100100	MOBILIZATION	LSUM	1	_____	_____
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1	$25,000.00	$25,000.00

TOTAL BID _____

TOTAL BID IN WORDS _____

_____

Project Name: 2023 WATER SAMPLING STATION PROJECT

Project Number: 2023-13

Bid Date: November 15, 2023

Time: 10:00 a.m.

Fund: 81 Water Capital Fund

Organization Code: 81808118
Object Code: 497000

				Engineer's Estimate City Engineering Division		Burdick Plumbing & Heating Co., Inc. 1175 N. 20th St Decatur, IL 62525 Contact Person Jared Burdick (217) 429-2385 jared@burdickplumbing.com		E.L Pruitt Company 3090 Colt Road Springfield, IL 62707 Contact Person Mike Sinclair (217) 789-0966 msinclair@elpruitt.com		A&R Services Inc. 711 E Kettering Park Dr. Urbana, IL 61801 Contact Person Justin Weidner (217) 267-4227 jweidner@ar-mech.com	
IDOT PAY CODE	**Pay Item**	**Quantity**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
X0338080	MUELLER SAMPLING STATION (SPARE)	1	Ea	3,500.00	$3,500.00	$3,500.00	$3,500.00	$4,020.00	$4,020.00	$3,693.15	$3,693.15
X0338080	MUELLER SAMPLING STATION (INSTALLED)	19	Ea	4,500.00	$85,500.00	$4,600.00	$87,400.00	$5,430.00	$103,170.00	$4,886.72	$92,847.68
56200320	1 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, DUG. TYPE II	19	Ea	3,000.00	$57,000.00	$3,200.00	$60,800.00	$3,952.00	$75,088.00	$5,378.15	$102,184.85
20800150	TRENCH BACKFILL	50	Cu Yds	100.00	$5,000.00	$100.00	$5,000.00	$89.00	$4,450.00	$109.02	$5,451.00
Z0004002	BOLLARDS	38	Ea	500.00	$19,000.00	$1,200.00	$45,600.00	$1,285.00	$48,830.00	$661.04	$25,119.52
Z0004003	BOLLARD COVERS	38	Ea	50.00	$1,900.00	$110.00	$4,180.00	$90.00	$3,420.00	$179.58	$6,824.04
59300101	CONCRETE FOR BOLLARDS	15	Cu Yds	150.00	$2,250.00	$250.00	$3,750.00	$241.00	$3,615.00	$635.24	$9,528.60
44000600	5 INCH SIDEWALK REMOVAL	50	Sq Ft	5.00	$250.00	$12.00	$600.00	$4.00	$200.00	$18.60	$930.00
42400200	5 INCH PORTLAND CEMENT CONCRETE SIDEWALK REPLACEMENT	50	Sq Ft	25.00	$1,250.00	$50.00	$2,500.00	$12.00	$600.00	$23.83	$1,191.50
44000500	CURB AND GUTTER REMOVAL AND REPLACEMENT	20	Feet	200.00	$4,000.00	$150.00	$3,000.00	$140.00	$2,800.00	$197.26	$3,945.20
44201701	CLASS D PATCHES, 5 INCH PAVEMENT	20	Sq Yds	175.00	$3,500.00	$390.00	$7,800.00	$210.00	$4,200.00	$190.74	$3,814.80
25000100	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	10	LB	100.00	$1,000.00	$560.00	$5,600.00	$690.00	$6,900.00	$649.88	$6,498.80
25000500	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	8	LB	10.00	$80.00	$100.00	$800.00	$9.50	$76.00	$2.43	$19.44
25000600	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	8	LB	10.00	$80.00	$100.00	$800.00	$5.00	$40.00	$2.43	$19.44
25000400	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	8	LB	10.00	$80.00	$100.00	$800.00	$7.00	$56.00	$2.43	$19.44
25100105	MULCH, METHOD 2 (2 Tons/acre)	0.20	Tons	1,400.00	$280.00	$20,000.00	$4,000.00	$11,500.00	$2,300.00	$14,155.31	$2,831.06
X0327678	EXPLORATION EXCAVATIONS	18	Ea	750.00	$13,500.00	$900.00	$16,200.00	$487.00	$8,766.00	$900.01	$16,200.18
51602000	TRAFFIC CONTROL	1	Lump Sum	5,000.00	$5,000.00	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$7,296.53	$7,296.53
67100100	MOBILIZATION	1	Lump Sum	5,000.00	$5,000.00	$10,000.00	$10,000.00	$8,400.00	$8,400.00	$6,277.12	$6,277.12
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	Lump Sum	25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
	TOTAL BIDS (AS CORRECTED)				$233,170.00		$290,330.00		$306,931.00		$319,692.35
	Percent Over Under ENGINEER'S ESTIMATE						24.51%		31.63%		37.11%

RCWeil
Robert Weil, Assistant City Engineer

11/17/2023
Date

DATE: 11/22/2023

MEMO: 2023-122

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

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

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services, Inc. DBA A&R Services, Inc. for the Oakland and Grand Area Sewer Separation Project – Fairview Park Storm Sewer; City Project 2021-01.

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution accepting the bid and awarding the contract for the Oakland and Grand Area Sewer Separation Project – Fairview Park Storm Sewer, City Project 2021-01, to A&R Mechanical Services, Inc dba A&R Services, Inc. as the lowest, responsible bidder in the amount of $563,103.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:
US EPA Administrative Consent Order Status

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

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

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

The current SCSAA was submitted to USEPA on November 30, 2017. The plan has not received

final approval; however, following discussions with the City Council in the fall of 2020, it was determined to move forward in addressing the top known sewer problems.

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

	Project Name	Preliminary Design	Final Design	Construction
1	North Lost Bridge Area	Completed in 2017	Est. Start in 2024	
2	Florian Ave Area	Completed in 2017	Est. Start in 2024	
3	Oakland and Grand Area	Completed in 2022	In Progress	Current Project & Full Project August 2024
4	Ellen and Division Area	Completed in 2018	Completed in 2022	99% complete

Farview Park Storm Sewer

On April 27, 2023, City Council approved a motion to start final design of the Oakland and Grand Separation Sewer selecting the alternative to fully separate the combined sewer. The storm sewer connection is to an existing overflow pipe located in Fairview Park. The routing of the storm sewer was discussed with the Decatur Park District, the route that had the least impact on the park and trees went through the playground area. The Park District also just received a grant to replace and renew the playground and it was determined it was best for the City to install 900' of storm sewer, see attached location map, though this area prior to the Park District's project in the spring of 2024.

The larger project's design, permitting and IEPA funding cannot be secured on this timeline, so a smaller project was bid. The Park District provided the City a permanent easement for the installation and maintenance of storm sewer. The remaining project is scheduled to be bid in the summer of 2024.

Public Bid Letting Results

The project plans and specifications were prepared by AECOM and bid by City Staff. The project was advertised on Wednesday, October 25th, 2023, and bids were opened on Wednesday, November 15th, 2023. The bid results are as follows:

Bidder	Bid	Compared to Engineer's Est. Over (Under)
A & R Services, Inc.	**$563,103.00**	**(0.4)**
Burdick Plumbing and Heating, Inc.	$585,435.00	3.6%
Entler Excavating	$615,250.00	8.8%
CSD Environmental Services, Inc.	$877,450.00	55.2%

Engineer's Estimate	$565,386.26	-

Six contractors took out bid packages and four contractors submitted a bid proposal for the Fairview Park Storm Sewer. A&R Services, Inc provided the lowest responsive and responsible bid at 0.4% below the Engineer's Estimate. A&R recently completed a watermain extension project for the City. A&R Mechanical Services is located in Urbana, Illinois and is a division of A&R Mechanical Contractors, Inc that has been in business since 1925. Staff recommends that the City Council approve a contract with A & R Services to perform the Oakland and Grand Sewer Separation Project at Fairview Park.

MINORITY PARTICIPATION GOALS:

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

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

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

Subcontracting is not a requirement for City Projects. A&R Services is expecting to self-perform 100% of the contract and will be utilizing a minority owned supply company for the piping materials at approx. 12.5% of the contract.

SCHEDULE: Work will start once the notice to proceed is provided and the project required to be completed by May 15, 2024

SANITARY SEWER PRIORITIES:

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

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

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

LEGAL REVIEW: The project specifications was reviewed by the Legal Department on October 19, 2023.

PRIOR COUNCIL ACTION:
See Appendix A.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:
AECOM

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: The contract with A&R Services is $563,103. Funding for this project is proposed to be from the Sanitary Sewer Fund.

The City is applying for IEPA SRF low interest loan program for funding the larger project. This work will not be eligible for reimbursement under IEPA loan rules.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with A & R Mechanical Services, Inc. DBA A & R Services, Inc. for the Oakland and Grand Area Sewer Separation Project-Fairview Park Storm Sewer, City Project 2021-01	Resolution Letter
Appendix A	Backup Material
Bid Tab	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH A&R MECHANICAL SERVICES, INC. DBA A&R SERVICES, INC. FOR THE OAKLAND AND GRAND AREA SEWER SEPARATION PROJECT – FAIRVIEW PARK STORM SEWER CITY PROJECT 2021-01

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

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

Section 2. That the bid of A&R Mechanical Services, Inc. dba A&R Services, Inc. in the amount of $563,103.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and A&R Mechanical Services, Inc. dba A&R Services, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $563,103.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of $50,000 as a bonus.

PRESENTED and ADOPTED this 4th day of December 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

PROJECT MANUAL

OAKLAND AND GRAND SEWER SEPARATION PROJECT
FAIRVIEW PARK STORM SEWER

CITY PROJECT *2021-01*

October 2023

a project of the

City of Decatur, Illinois
Public Works Department
1 Gary K. Anderson Plaza
Decatur, IL 62523

FOR BIDDING

CITY OF DECATUR

OAKLAND AND GRAND SEWER SEPARATION PROJECT
FAIRVIEW PARK STORM SEWER

Mayor and Councilmembers

Julie Moore Wolfe, Mayor

Chuck Kuhle	Ed Culp
David Horn	Dennis R. Cooper
Lisa Gregory	Patrick McDaniel

City Officials

Scot Wrighton	City Manager
Jon Kindseth	Deputy City Manager
Wendy Morthland	Corporation Counsel
Kim Althoff	City Clerk
Ruby James	Chief Financial Officer/Treasurer
Matthew Newell	Public Works Director
Paul Caswell	City Engineer

OAKLAND AND GRAND SEWER SEPARATION PROJECT
FAIRVIEW PARK STORM SEWER

CITY PROJECT *2021-01*

PROJECT MANUAL INDEX

ADVERTISEMENT FOR BIDS 4
INFORMATION FOR BIDDERS 6
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS 10
BID FORM 15
NON-COLLUSION AFFIDAVIT 27
CONTRACT 30
GENERAL CONDITIONS 35
GC-1 CERTIFICATE OF INSURANCE 35
GC-2 CLEAN UP 36
GC-3 CONSTRUCTION STAKING 36
GC-4 CONTRACT WARRANTY 37
GC-5 CONTRACTOR AVAILABILITY 37
GC-6 COORDINATION 37
GC-7 DUST CONTROL 38
GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES 38
GC-9 FAIR EMPLOYMENT PRACTICES 38
GC-10 INDEMNIFICATION 38
GC-11 INSPECTION 38
GC-12 LANE CLOSURE PERMITS 39
GC-13 LIQUIDATED DAMAGES 39
GC-14 LOCATION OF UTILITIES 40
GC-15 MEASUREMENT AND PAYMENT 40
GC-16 METHOD OF PAYMENT 40
GC-17 NO PARKING SIGNS 41
GC-18 PERMITS 41
GC-19 DOCUMENTATION OF EXISTING CONDITIONS 41
GC-20 MINORITY PARTICIPATION GOALS REPORTING 41
GC-21 PROJECT MAINTENANCE 41
GC-22 ROYALTIES, PATENTS AND COPYRIGHTS 42
GC-23 SAFETY 42
GC-24 SCHEDULE NOTIFICATION 42
GC-25 TAXES 42
GC-26 TRENCH AND EXCAVATION SAFETY 42
GC-27 USE OF FIRE HYDRANTS 43
GC-28 TERMINATION FOR PUBLIC CONVENIENCE 43
GC-29 ONLINE PROJECT DOCUMENTATION AND ADMINISTRATION 44
SPECIAL CONDITIONS 45
SC-1 PREVAILING WAGE RATES 45
SC-2 FAIR EMPLOYMENT PRACTICES 52
SC-3 MINORITY PARTICIPATION WORKSHEET 53

SPECIAL PROVISIONS 55

APPENDIX

APPENDIX A - SUPPLEMENTAL SPECIFICATIONS
APPENDIX B - CONTRACT DRAWINGS

END OF
PROJECT MANUAL INDEX

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***NOVEMBER 15, 2023 AT 11:00 AM C.S.T*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

OAKLAND AND GRAND SEWER SEPARATION PROJECT
FAIRVIEW PARK STORM SEWER

CITY PROJECT *2021-01*

The proposed project herein specified and described includes the following work:

The furnishing of all necessary labor, equipment, and material for the installation of approximately 850' of 48-inch diameter storm sewer and 4 manholes though portion of Fairview Park. The work will also include miscellaneous site restoration.

INSTRUCTIONS TO BIDDERS:

1. ***A PRE-BID MEETING*** will be held by ***CONFERENCE CALL ONLY*** on **November 1, 2023 at 11:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.**

2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**

3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**

4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	**City of Decatur**
Plans & Portals	**Engineering Division**
Public Projects	**#1 Gary K. Anderson Plaza**
DFS Public Plan Room	**Decatur, Illinois 62523**

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturil.gov/Departments/PublicWorks under Contractor Project Bid Information.

and Decatur Blue Print's web site at www.decaturblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.

7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.

8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

   (1) ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

   (2) ***Eighteen (18) Percent (%)*** of the total hours worked should be performed by minority workers.

   All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation is included in the Project Manual and to be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

October 25, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

END OF
ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

For Construction of: ***OAKLAND AND GRAND SEWER SEPARATION PROJECT***
FAIRVIEW PARK STORM SEWER

City Project No.: ***2021-01***

Owner: City of Decatur, Illinois

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be date, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder,
2. The Bidder's address,
3. The name of the project along with the project number for which the bid is submitted,

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.

5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

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

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform themself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing e-mailed to capitalprojects@decaturil.gov and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, the addenda will be posted on Decatur Blue Prints website at www.Decaturblue.com and notification will be e-mailed to all project plan holders, not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project.

The City of Decatur maintains City project information on the City's web site at www.decaturil.gov/Departments/Public Works /Contractor Project Bid Information. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Minority workers should perform ***Eighteen (18) Percent (%)*** of the total hours worked.

B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a bonus. The amount of the bonus will be calculated as 2% of the final contract amount, with the bonus not to exceed a maximum of $50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation will be provided through **reporting forms submitted monthly to the City of Decatur.**

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

A. Ensuring non-discrimination in the award and administration of City public works contracts;
B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
D. Promoting the use of MBE and minority workers in City public works projects;
E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

i. Soliciting through all reasonable and available means the interest of MBE and minority workers;

ii. Outreach and recruitment efforts of and to MBEs and minority workers;

iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

v. Negotiating in good faith with MBEs and firms that employ minority workers;

vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

END OF INFORMATION FOR BIDDERS

RETURN WITH BID

BID FORM

For Construction of: ***OAKLAND AND GRAND SEWER SEPARATION PROJECT – FAIRVIEW PARK STORM SEWER***

City Project No.: ***2021-01***

Owner: City of Decatur, Illinois

Prospective Bidder:

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

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

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

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
Addendum 1	11/8/23	JW
Addendum 2	11/13/23	JW

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

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

	SUBCONTRACTOR	TYPE OF WORK
1.		
2.		
3.		
4.		

RETURN WITH BID

DATE 11/15, 2023

(If an Individual)
Signature of Bidder _____ (SEAL)

Tax ID #: _____

Business Address &
E-mail Address _____

(If a Co-Partnership)
Firm Name _____ (SEAL)

By: _____

Business Address &
E-mail Addresses _____

Names of All Members of
Firm _____

(If a Corporation)
Corporate Name A&R Mechanical Services, Inc dba A&R Services, Inc. (SEAL)

By: _____
Justin Weidner
Vice-President

Business Address &
E-mail Addresses 711 E. Kettering Park Dr
Urbana, IL 61801

jweidner@ar-mech.com

Names of Officers

William Walter
President

Kim Heath
Secretary

Emily Godsell
Treasurer

Attest: _____
Secretary

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
OAKLAND AND GRAND SEWER SEPARATION PROJECT
FAIRVIEW PARK STORM SEWER

CITY PROJECT *2021-01*

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

BASE BID REV 1

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	48" diameter RCP sewer pipe	LF	900	305.31	274,779.00
2	IDOT 72" Standard Manhole with frame and cover	EA	4	30,111.72	120,446.88
3	IDOT 84" Standard Manhole with frame and cover	EA	1	22,639.77	22,639.77
4	Aggregate Trench Backfill	CY	650	73.88	48,022.00
5	Bike Trail Demolition/Replacement	SY	80	126.93	10,154.40
6	Concrete Sidewalk Demolition	SY	70	24.87	1,740.90
7	Aggregate Trail	SY	70	84.70	5,929.00
8	Seeding/Restoration	LS	1	17,224.27	17,224.27
9	Erosion Control	LS	1	10,724.77	10,724.77
10	Tree Protection	EA	10	144.20	1,442.00
11	Alterations, Cancellations, Extensions, Deductions, and Extra Work	LS	1	$50,000	$50,000

TOTAL BASE BID 563,103

TOTAL BASE BID IN WORDS Five hundred sixty three thousand one hundred and three dollars

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	11/15/23	Project Title:	Oakland and Grand Sewer Separation Project – Fairview Park
Total Contract Value:		Project Number:	2021-01

Section I: Prime Contractor Information

Prime Contractor: A&R Mechanical Services, Inc dba A&R Services, Inc.

Address: 711 E. Kettering Park Dr. Urbana, IL 61801

Phone: 217-367-4227

Contact Person: Justin Weidner

Email: jweidner@ar-mech.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Totals				

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Agile Supply Co	$70,182.00	12.5%	Sewer Structures
Totals			

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

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
• If more firms submitted quotes, please copy this form and attach the additional information.		

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
• If more firms were contacted, please copy this form and attach the additional information.		

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

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

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

Signature of Prime Contractor

11/15/23
Date

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	11/15/23	Project Title:	Oakland and Grand Sewer Separation Project – Fairview Park
		Project Number:	2021-01

Prime Contractor: A&R Mechanical Services, Inc. dba A&R Services, Inc.

Address: 711 E. Kettering Park Dr. Urbana IL 61801

Phone: 217-367-4227

Contact Person: Justin Weidner

Email: jweidner@ar-mech.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☒	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor — Date: 11/15/23

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director — Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	11/15/23	Project Title:	Oakland and Grand Sewer Separation Project – Fairview Park
Total Contract Value:		Project Number:	2021-01

Section I: Minority Business Enterprise (MBE)Information

Name: Agile Supply Company

Address: 706 West Bradley Ave
Urbana, IL 61801

Phone: 217-729-2686

Contact Person: Bryan Banks

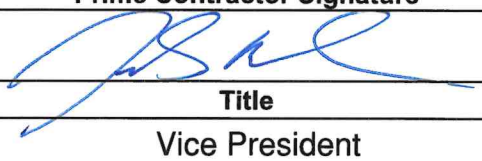
Email: bryan.banks@agilesupplycompany.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Sewer Structure Material	$70,182.00	12.5%

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

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

Prime Contractor Signature	Print
	Justin Weidner
Title	**Date**
Vice President	11/15/23

Minority Business Enterprise Signature	Print
	Bryan Banks
Title	**Date**
CEO	11-15-2023

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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	11/15/23	Project Title:	Oakland and Grand Sewer Separation Project – Fairview Park
Total Contract Value:		Project Number:	2021-01

Section I: Prime Contractor Information

Prime Contractor: A&R Mechanical Services, Inc dba A&R Services, Inc.

Address: 711 E. Kettering Park Dr
Urbana, IL 61801

Phone: 217-367-4227

Contact Person: Justin Weidner

Email: jweidner@ar-mech.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Agile Supply Co.	70,152.00	12.5%		
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☒	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

11/15/23
Date

RETURN WITH BID

NON-COLLUSION AFFIDAVIT

STATE OF Illinois

COUNTY OF Champaign

Justin Weidner, being first duly sworn, deposes and says that they are Vice President (sole owner, partner, president, secretary, etc.) of A&R Mechanical Services, Inc dba A&R Services, Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed: _____

Vice President
Title

Subscribed and sworn to before me this 15 day of November, 2023.

(SEAL)

KIMBERLY A HEATH
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 26, 2025

_____
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

RETURN WITH BID

CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.

2. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.

3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.

4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.

5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:

    a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
    b. The number of hours worked each day; and,

    c. The starting and ending time of work each day.

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.

7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____ Date: 11/15/23

_____ _____

City of Decatur, Illinois Contractor

END OF BID FORM

CONTRACT BOND

Project
Oakland and Grandview Sewer Separation Project Fairview Park Storm Sewer
Project Number
City Project 2021-01

We, A&R Mechanical Services Inc. dba A&R Services, Inc.

711 East Kettering Park Dr.; Urbana, IL 61801

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of Illinois ,

as PRINCIPAL, Travelers Casualty & Surety Co. of America

One Tower Square; Hartford, CT 06183 as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

Ten Percent of Amount Bid

Dollars (10% of AB), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th day of November A.D. 2023

PRINCIPAL

A&R Mechanical Services Inc. dba A&R Services, Inc.
(Company Name)

By: _____
(Signature & Title)

Attest: Chelsea Weaver-Assistant Project Mgr.
(Signature & Title)

#
(Company Name)

By: Vice President
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,
COUNTY OF Champaign
I, Kimberly Heath, a Notary Public in and for said county, do hereby certify that

KIMBERLY A HEATH
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 26, 2025

_____

_____
(Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this 15th day of November A.D. 2023

My commission expires 03/26/2025 Kimberly Heath
Notary Public (SEAL)

SURETY

Travelers Casualty & Surety Co. of America
(Name of Surety)

By: Elizabeth A Stickman
(Signature of Attorney-in-Fact)
Elizabeth A. Stickman, Attorney-in-Fact
(SEAL)

STATE OF ~~XXXXXX~~ VIRGINIA
COUNTY OF LOUDOUN
I, Denise Renee Gerling, a Notary Public in and for said county, do hereby certify that

Elizabeth A. Stickman

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this 15th day of November A.D. 2023

My commission expires September 30, 2026
Notary Public (SEAL)

DENISE RENEE GERLING
NOTARY PUBLIC
REG# 7978911
MY COMMISSION EXPIRES
09/30/2026
COMMONWEALTH OF VIRGINIA

CITY OF DECATUR

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

Attest:

_____
Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

_____
Julie Moore Wolfe, Mayor

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Elizabeth A. Stickman** of **LEESBURG** , **Virginia** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of November 2023

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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

Notification of Change in Participation

Date:		Project Title:	Oakland and Grand Sewer Separation Project – Fairview Park
		Project Number:	2021-01

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No			

Describe the scope of work change:
Reason for subcontractor change:
Describe good faith efforts to utilize an MBE:

_____ _____
Signature of Prime Contractor Date

_____ _____
Signature of Prime Contractor Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	Oakland and Grand Sewer Separation Project – Fairview Park
Total Contract Value:		Project Number:	2021-01

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

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

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

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	Oakland and Grand Sewer Separation Project – Fairview Park
Total Contract Value:		Project Number:	2021-01

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

CONTRACT

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

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **Oakland and Grand Sewer Separation Project – Fairview Park Storm Sewer, City Project 2021-01,** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **The Completion Date for this project is *May 15, 2024.*** The Contractor shall complete all work subject to the date on or before the specified date.

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond	Standard Specifications
Addenda	Appendices

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

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

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

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

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

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

ATTEST: CITY OF DECATUR, ILLINOIS

_____ By _____

CITY CLERK MAYOR

CONTRACTOR

.

_____ By _____

SECRETARY (Corporate Seal) PRESIDENT

CONTRACT BOND

Project **Oakland and Grand Sewer Separation Project – Fairview Park Storm Sewer, City Project**

Project Number **2021-01**

We, **A&R MECHANICAL SERVICES, INC.**

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,

as PRINCIPAL, _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of Five Hundred Sixty-Three Thousand, One Hundred and Three Dollars

_____ Dollars ($563,103.00), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

A&R MECHANICAL SERVICES INC.
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

_____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

SURETY

_____
(Name of Surety)

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

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF _____

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

_____

_____
(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____ _____
Notary Public **(SEAL)**

CITY OF DECATUR

Approved this 20TH day of November, A.D. 2023

Attest:

_____
Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

_____
Julie Moore Wolfe, Mayor

Oakland and Grand Sewer Separation Project
Fairview Park Storm Sewer
City Project 2021-01
November 8, 2023

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
OAKLAND AND GRAND SEWER SEPARATION PROJECT
FAIRVIEW PARK STORM SEWER
CITY PROJECT 2021-01
DATED OCTOBER 2023

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated November 8, 2023, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PRE-BID MEETING

2.01 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on November 1, 2023.

AD-1-3 BIDDER REQUESTS FOR INFORMATION

3.01 Add the attached project 2021-01 “Bidder RFI’s and Responses”

AD-1-4 GEOTECHNICAL EXPLORATION REPORT

4.01 Add Exhibit C – Geotechnical Exploration Report. The report is for information only. Nothing in the report or contract documents shall be construed as a guarantee that other materials will not be encountered or that the proportion of materials will not vary from proportions shown on the logs of test borings.

Please make the proper acknowledgment of **addenda #1** on page **17** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer: _____ Date: 11/8/2023

Pre-bid Meeting Minutes
for

OAKLAND AND GRAND SEWER SEPARATION PROJECT
FAIRVIEW PARK STORM SEWER

CITY PROJECT 2021-01

Conference Call
11:00 a.m., Wednesday, November 1, 2023.

I. Introduction
Paul Caswell Provided introductions.

II. Project Review

The furnishing of all necessary labor, equipment, and material for the installation of approximately 850' of 48-inch diameter storm sewer and 4 manholes though portion of Fairview Park. The work will also include miscellaneous site restoration.

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion).

A. Policy
The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs.

*The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise, **and** 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed*

B. Definitions
The Prospective bidders are directed to the attached handout that provides an excerpt of the State's definition of a minority.

C. Project Goals and Good Faith Efforts

1. Subcontracting/Supplier Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

   a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. It is expected that a demonstration of "active" and "aggressive" will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

   b. What is the City's expectation of what will be required to demonstrate a Good Faith Effort?

The City regards a good faith effort, at a minimum, to include direct contacts with 2-3 MBE subcontractors for ***each*** *subcontracting opportunity until the goal is met. The contacts must be with subcontractors that provide the type of work that is being subcontracted. Mass e-mail contacts alone are not considered a good faith effort. Documented follow up requests are required if no response is received. The bidder is to provide all work, all contacts, the method of contact (email, phone, personal, etc.), and the results of each contact. E****mail requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.***

City staff can have no contact with bidders regarding their bid submittal after bids have been opened, so their only opportunity to demonstrate a good faith effort, is to provide all supportive evidence with the bid document. For the benefit of the review that must be conducted by City staff, it is helpful for the bidders to group their direct contacts according to the subcontracting opportunity.

   c. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

2. Minority Workers Goal: 18% total hours worked should be performed by minority workers.

a. The City tracks this goal through forms provided by the City, a copy is located within the special provisions. Prevailing wage reports are not required to be submitted when the Prevailing wage act reporting is provided.

IV. Other Items

Bidders should check Decatur Blueprint's website before submitting a bid to make sure there are no addenda's missing. Only contractors on Decatur Blueprint's plan holder list will get updates on addenda's. You have to purchase the plans to get on their list. Simply downloading a set of plans from the website does not put you on the bidders list.

Pre-Bid Sign-In Sheet

OAKLAND AND GRAND SEWER SEPARATION PROJECT
FAIRVIEW PARK STORM SEWER

CITY PROJECT 2021-01

11:00 a.m., Wednesday, November 1, 2023., Public Works Conference Room

Name --- Email Address	Representing	Phone Number --- Fax Number	In Person (P) Conference Call (C)
1) Paul Caswell	City of Decatur	(217) 424-2747	P
Email: PCaswell@decaturil.gov		(217) 424-2799	C
2) Rex Dummermuth	City of Decatur	(217) 424-2747	P
Email: RDummermuth@decaturil.gov		(217) 424-2799	C
3) Michael Ellis	City of Decatur	(217) 424-2747	P
Email: MEllis@decaturil.gov		(217) 424-2799	C
4) Chu Hsing			P
Email: hsing.chu@aecom.com			C
5) CSD Environmental Services, Inc.		(217) 522-4085	P
Email:			C
6) EL Pruitt Company	Aaron Geene	(217) 789-0966	P
Email:			C
7) Entler Excavating	Jeff Entler	(217) 428-1865	P
Email:			C
8) Feutz Contractors, Inc	Steve Blair	(217) 465-8402	P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

The "minority person" definition contained in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2 is contained at the back of this handout.

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

A. Ensuring non-discrimination in the award and administration of City public works contracts;
B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
D. Promoting the use of MBE and minority workers in City public works projects;
E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

i. Soliciting through all reasonable and available means the interest of MBE and minority workers;

ii. Outreach and recruitment efforts of and to MBEs and minority workers;

iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

v. Negotiating in good faith with MBEs and firms that employ minority workers;

vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; [This is provided through Prevailing Wage Documentation]

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2

(30 ILCS 575/2)

(Section scheduled to be repealed on June 30, 2016)

Sec. 2. Definitions.

(A) For the purpose of this Act, the following terms shall have the following definitions:

(1) "Minority person" shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

(b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

(c) Black or African American (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

(e) Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).

Bidder RFI's and Responses

1. Does the City of Decatur Public Works have a list of approved DBE subcontractors for work on Decatur projects? Can approved IDOT or CMS DBE subcontractors be utilized?

   The City does not have a list or an approval process to be a subcontractor for City projects. We have always found that contractors keep the most up to date lists as an ongoing relationship with the subcontractor(s) is the best way to get actual bids. The subcontractor(s) selected will self-certify they are a Minority Business Enterprise (MBE) when they fill out the Minority Business Enterprise (MBE) Information Form on Page 24 of the documents. Sources like IDOT are good sources to reference, however you must verify that they are an MBE. IDOT and other sources may identify Disadvantage Owned Business (DBE), with include more than MBE.

2. Section 02324.1.5.B states that an excavation protection plan signed by a structural engineer or a geotechnical PE is required to be submitted. The depth of sewer for this project is from 7.67 to 13.24 feet for which standard movable shoring trench boxes will be utilized. OSHA requires a sealed protection plan only for trenches in excess of 20 ft deep. Is a protection plan required for this project?

   Use of sheeting, shoring and bracing are only as required. This will be clarified in contract documents.

3. Specifications state that backfill for sewers under grass areas can be type S2 (earth materials) The quantity of trench backfill in the bid schedule appears to be for granular trench backfill for the entire run of sewer from MH3 to MH7. Is it the intent to use granular backfill for the entire trench line. Please confirm.

   Granular backfill limits will be clarified in Addendum #2 to be limited to piping from approximately station 6+50 to 9+25.

4. Section 02315/3.5 CONSTRUCTION SHEETING SHORING AND BRACING states in part in paragraph A – "*The Contractor shall install temporary protective work, which shall be left in place, unless otherwise required to be removed or unless otherwise directed by the Engineer, including, but not limited to, sheeting, tie-back sheeting, shoring, underpinning, timbering, bracing, or steel sheet piling as required so that the work can be installed in a safe and efficient manner and to protect existing structures, utilities, roadways and berms. When the work is complete, sheeting, shoring, and bracing shall be removed to 4 feet below finished grade, unless otherwise noted. Fill vacancies left by the sheeting, with sand; and compact. Safety systems shall meet the requirements of OSHA and governing codes."* Is a protective work structure required to be left in place? For the relatively shallow sewers on this job (7.67ft. to 13.24ft.) in an open field area, a movable trench box meeting OSHA requirements would generally be utilized.

Use of sheeting, shoring and bracing are only as required. This will be clarified in contract documents.

5. Is there a geotechnical report for the area of the storm sewer.

   Logs of soil borings will be provided. These are for information. Nothing in the contract documents shall be construed as a guarantee that other materials will not be encountered or that proportion of materials will not vary from proportions shown on the logs of test borings.

6. Section 02324.3.3J states "*When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered to provide a satisfactory base for pipe installation. Contractor shall remove and dispose of unsuitable material. Cut out areas of subgrade not capable of compaction in place. Backfill and compact to 95 percent of Modified Proctor as specified in ASTM D1557.* Will undercutting unsuitable trench bottom and providing CA7 fill be paid for as an extra cost item?

   Unsuitable soils encountered will be paid separately during construction via change order.

7. Can we get access to the west end of the sewer alignment from Dreamland Lake Drive? Access to the east end of the alignment from W. Eldorado Street. There will be significant truck traffic hauling in aggregate bedding/backfill as well as off-haul of trench spoil. For access into the sewer alignment since there will be significant truck traffic, will we need to install stabilized construction entrance in general accordance with erosion control standards

   Access from Dreamland Lake Dr. is acceptable. Erosion control requirements are a lump sum item to be based on the Contractor's means and methods. Also, please note requirement to coordinate with Decatur Park District regarding use of space and minimization of conflicts with local residents and Park District staff.

8. Does the City of Decatur have a spoil site for excess trench spoil?

   No, hauling and disposal of spoils shall be the responsibility of the Contractor.

9. Can suitable topsoil stripped from over the trench area be utilized for placement over the trench area for the Seeding/ Restoration bid item. Can this topsoil be stockpiled within the park area, say at the west end of the sewer alignment near Dreamland Lake Drive.

   Stockpiling of topsoil is permitted. All disturbed area shall be restored with seeding following project work.

10. It is very likely with truck traffic and equipment movement that the entire existing walk from MH 4 (station 7+00) to approximately 30 ft. east of MH 5 (station 9+25) will be damaged and need to be removed and replaced. Is it the intent of the documents to only pay for replacing the areas that are marked on the plans?

    Limits shown on contract are intended to represent the minimum requirement. Removal and replacement of additional sidewalk due to construction damage shall be done at no additional cost to the Owner.

11. Is the construction layout for the project provided by the City of Decatur or their designee?

    Refer to General conditions GC-3 for Owner/Contractor site layout requirements.

12. Is construction inspection and testing provided by the City of Decatur or their designee?

    Refer to General Conditions GC-11. Costs related to furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used provided they meet the approval of the City.

13. Will the park be closed to public use during construction of the storm sewer?

    Fairview Park will not be closed during construction.

    To comply with Section 01500-1.9/1.11 Security which states - A. Entry Control:

    1. Restrict entrance of persons and vehicles into Project site and existing facilities.
    2. Allow entrance only to authorized persons with proper identification.
    3. Maintain log of workers and visitors to be available to City upon request.

    Do we need to install temporary fencing around the work area to keep park visitors from encroaching into the work area?

    Temporary fencing is anticipated and along with any other means of entry control shall be the responsibility of the Contractor.

14. Section 02924 / 3.8 Watering A states – "*The Contractor is required to maintain all seeded areas for a minimum of 1-year after topsoil and seeding restoration, including all necessary watering. Damaged areas that have not regrown to the satisfaction of the City of Decatur after 1-year shall be repaired by the Contractor at no additional cost to contract. The repair work shall include new topsoil, seeding, temporary erosion control,*

watering, and fertilizing, all as required to restore the area to its original condition.:" To maintain seeding, including watering, for a year is a guess and cost is not determinable. Would you consider adding an item for an allowance for this, so that all bidders are bidding the same scope rather than guessing what is required?

No change in this requirement is anticipated. Please prepare your bid accordingly.

15. Is trench backfill only required under paved and structural areas or is it the intent to use trench backfill on the whole 900 LF. 2000 CY is a lot of material.

    Granular backfill limits will be clarified in Addendum #2 to be limited to piping from approximately station 6+50 to 9+25.

ADDENDUM NO. 2

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR: OAKLAND AND GRAND SEWER SEPARATION PROJECT FAIRVIEW PARK STORM SEWER CITY PROJECT 2021-01 DATED OCTOBER 2023

AD-2-1 NOTICE

1.01 This Addendum No. 2 dated November 13, 2023, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-2-2 EXCAVATION PROTECTION PLAN

2.01 Replace Specification Section 02324 Section 1.5.B with the following: "Excavation Protection Plan: (Where required to comply with laws and regulations) Describe excavation dewatering plan, excavation support system, including, but not limited to, sheeting, shoring, and bracing materials, connections and installation required to protect excavations and adjacent structures, roadways, and property; include structural calculations to support plans, sealed and signed by a Structural or Professional Geotechnical Engineer licensed in the State of Illinois.

AD-2-3 AGGREGATE TRENCH BACKFILL

3.01 Granular backfill limits will be reduced to area from station 6+50 to 9+25 reducing the quantities from 2,000 C.Y. to 650 C.Y. **Replace Bid Form "BASE BID" table with the attached "BASE BID REV 1".**

AD-2-4 BIDDER REQUESTS FOR INFORMATION

4.01 Add the attached project 2021-01 "Bidder RFI's and Responses Part 2"

Please make the proper acknowledgment of **addenda #2** on page **17** of your bidding documents.

END OF ADDENDUM NO. 2

City Engineer: _____ Date: 11/13/2023

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
OAKLAND AND GRAND SEWER SEPARATION PROJECT
FAIRVIEW PARK STORM SEWER

CITY PROJECT *2021-01*

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

BASE BID REV 1

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	48" diameter RCP sewer pipe	LF	900		
2	IDOT 72" Standard Manhole with frame and cover	EA	4		
3	IDOT 84" Standard Manhole with frame and cover	EA	1		
4	Aggregate Trench Backfill	CY	650		
5	Bike Trail Demolition/Replacement	SY	80		
6	Concrete Sidewalk Demolition	SY	70		
7	Aggregate Trail	SY	70		
8	Seeding/Restoration	LS	1		
9	Erosion Control	LS	1		
10	Tree Protection	EA	10		
11	Alterations, Cancellations, Extensions, Deductions, and Extra Work	LS	1	$50,000	$50,000

TOTAL BASE BID _____

TOTAL BASE BID IN WORDS _____

Bidder RFI's and Responses Part 2

1. Could you please verify if they are supposed to use boots for the storm structures? This will significantly impact the cost of said structures, if so.

   Yes, based on concerns expressed during design, this sewer is required to have "boots" similar to a sanitary sewer structure.

2. This is 02633-3, 2.1.C. spec section for Manholes:

   requirements of ASTM C443.

   C. Sewer pipe to Manhole Connections: All connections shall provide for a watertight seal between the pipe and manhole.
      1. To connect a sewer to a manhole, a flexible boot, flexible connector, or a cast-in-place gasket shall be used. Flexible connectors, including inflatable gaskets, shall be in accordance with ASTM C923.
         a. KOR-N-SEAL flexible boot.
         b. Dura-seal gaskets
         c. "A" Lok Gasket
         d. Or Equal

   Agree, provide as specified.

3. I know you mention temporary fencing as well, are you envisioning a temporary fence around the whole perimeter of the project like chain link or is snow fencing acceptable?

   Snow fence is acceptable and shall remain up in areas until trench is backfilled.

4. Just to confirm, we are replacing sidewalk with just aggregate correct? If we damage more concrete sidewalk than shown for removals we can just replace the damaged areas with aggregate as well?

   Additional existing sidewalk damaged within the work area between approx. stations 8+20 and 9+10 can be replaced with aggregate trail at no cost to the owner. Damage to other sidewalk shall be replaced with material to match existing.

Appendix A

PRIOR COUNCIL ACTION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Name: Oakland and Grand Sewer Separation Project-Fairview Park Storm Sewer

Project Number: 2021-01

Bid Date: 11/15/23

Time: 11:00 a.m.

Fund: Sanitary Sewer Fund

Organization Code: 79487906
Object Code: 489030

Item Number	Pay Item	Quantity	Unit	Engineer's Estimate City Engineering Division		A&R Mechanical Services 711 E. Kettering Park Dr. Urbana, IL 61801 Contact Person Justin Weidner (217) 367-4227 jweidner@ar-mech.com		Burdick Plumbing & Heating Co., Inc 1175 North 20th Street Decatur, IL 62521 Contact Person Jeffrey S. Burdick (217) 429-2385 jeff@burdickplumbing.com		Entler Excavating 819 N. Sunnyside Rd. Decatur, IL 62522 Contact Person Stuart Entler (217) 428-1865 Karenentlerex@gmail.com		CSD Environmental Services, Inc. 2220 Yale Boulevard Springfield, IL 62703 Contact Person Frank Pinkley (217) 522-4085 frank@csdenviro.com	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	48" diameter RCP sewer pipe	900	LF	$354.99	$319,491.00	$305.31	$274,779.00	$306.00	$275,400.00	$390.00	$351,000.00	$598.00	$538,200.00
2	IDOT 72" Standard Manhole with frame and cover	4	EA	$15,957.54	$63,830.16	$30,111.72	$120,446.88	$26,000.00	$104,000.00	$21,000.00	$84,000.00	$18,500.00	$74,000.00
3	IDOT 84" Standard Manhole with frame and cover	1	EA	$17,500.00	$17,500.00	$22,639.77	$22,639.77	$28,685.00	$28,685.00	$20,000.00	$20,000.00	$18,500.00	$18,500.00
4	Aggregate Trench Backfill	650	CY	$122.85	$79,852.50	$73.88	$48,022.00	$94.00	$61,100.00	$68.00	$44,200.00	$113.00	$73,450.00
5	Bike Trail Demolition Replacement	80	SY	$61.66	$4,932.80	$126.93	$10,154.40	$130.00	$10,400.00	$180.00	$14,400.00	$200.00	$16,000.00
6	Concrete Sidewalk Demolition	70	SY	$24.44	$1,710.80	$24.87	$1,740.90	$30.00	$2,100.00	$310.00	$21,700.00	$200.00	$14,000.00
7	Aggregate Trail	70	SY	$23.11	$1,617.70	$84.70	$5,929.00	$50.00	$3,500.00	$65.00	$4,550.00	$190.00	$13,300.00
8	Seeding/Restoration	1	LS	$15,625.00	$15,625.00	$17,224.27	$17,224.27	$31,000.00	$31,000.00	$14,000.00	$14,000.00	$37,500.00	$37,500.00
9	Erosion Control	1	LS	$9,375.00	$9,375.00	$10,724.77	$10,724.77	$7,950.00	$7,950.00	$6,900.00	$6,900.00	$22,500.00	$22,500.00
10	Tree Protection	10	EA	$145.13	$1,451.30	$144.20	$1,442.00	$1,130.00	$11,300.00	$450.00	$4,500.00	$2,000.00	$20,000.00
11	Alterations, Cancellations, Extensions, Deductions, and Extra Work	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	TOTAL BIDS (AS CORRECTED)				$565,386.26		$563,102.99		$585,435.00		$615,250.00		$877,450.00
	Percent Over Under ENGINEER'S ESTIMATE						-0.40%		3.55%		8.82%		55.19%

Paul E. Caswell, P.E., City Engineer

11/16/2023
Date

Oakland and Grand Sewer Separation Project, CP 2021-01
Fairview Park Storm Sewer

City of Decatur, Illinois
Engineering Division

0 125 250 500 750 1,000 Feet

DATE: 11/9/2023

MEMO: 2023-113

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, Public Works Director
Byron Bowman, Municipal Services Manager

SUBJECT: Resolution Rescinding a Portion of Resolution No. 2022-95 Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of Two (2) Tandem Axle Truck Chassis and Three (3) Single Axle Truck Chassis

SUMMARY RECOMMENDATION:
Staff recommends that the City Council approve the following:

1. Resolution rescinding a portion of Resolution No. R2022-95 accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Center for the Purchase of Two (2) tandem Axle Truck Chassis and Three (3) Single Axle Truck Chassis. All vehicles except for one (1) Tandem Axle truck chassis have not been delivered to the City.

2. Resolution awarding a contract in the amount of $711,394.00 to Midway Freightliner for the following items:

Two (2) 2023 Freightliner 108 SD Plus 2025 tandems;
Five (5) 2023 Freightliner 108 SD Plus 2025 single.

BACKGROUND:
In June 2022, the City Council approved Resolution R2022-95 awarding a contract to Rush Truck Centers to provide dump truck chassis under the State of Illinois Joint Purchasing Contract. Since that date, they have been unable to provide the requested chassis and have not been able to provide an expected build date except for one tandem axle that has been delivered. The delivery of the one truck was unexpected and Rush was unsure why one truck was delivered, the additional build dates could not be provided. Given that no dates can be provided by the State Bid Holder, specifications were prepared and the requested truck chassis was bid out through the City Purchasing Division. Bids were received on November 15th, 2023 with the following results:

Vendor	Single Axle Chassis	Tandem Axle Chassis
Rush Truck Centers	$97,224	$106,445
Midway Freightliner	$98,774	$108,762
Volmac Volvo	$136,832	$145,723

Since Rush Truck Centers was unable to honor the past purchase orders and provide a build date for the trucks, staff recommends proceeding with the second bidder, Midway Freightliner with costs only slightly higher. Discussions had with Midway before the bid process began indicated that they could build the trucks by May of 2024.
Upfitting of the (8) dump truck chassis was awarded to Woody's Municipal Supply Co. on 5/15/2023 under Resolution R2023-102 and is still good for these chassis.
Fiscal Year (FY) 2022 fleet budget included three (3) single axle and two (2) tandem axle dump truck chassis. FY 2023 budget included two (2) additional single axle and one (1) additional tandem axle dump truck chassis. Since one (1) tandem axle dump truck was delivered by Rush Truck Centers and is currently at Woody's Municipal Supply for upfitting, the current bid was prepared to award a total of (5) single axle and (2) tandem axle dump trucks meeting the plan proposed in the FY 2022 and FY 2023 budget. FY 2024 budget has an additional five (5) single axle dump truck chassis planned and will be bid next year.
The following is the planned trucks to be replaced:

Replacement Schedule	
Truck Number	Hours
#432 – 2006 International 7400	8607
#235 – 2009 International 7400	8692
#275 – 2009 International 7400	4932
#270 – 2006 International 7400	11974
#431 – 2009 International 7400	7307
#234 – 2004 Peterbilt 330 Tandem	6682
#171 – 2000 International 4900 Tandem	3750

DISPOSAL OF REPLACED UNITS: The above vehicles are being replaced due to mileage and condition and will be sold/auctioned.

PRIOR COUNCIL ACTION:
None

OTHER BIDDERS: None.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
Fleet Maintenance wrote bid specifications based on Municipal Services Division.

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

BUDGET/TIME IMPLICATIONS:
Funding for these expenditures is available in the FY2023 budget.

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

ATTACHMENTS:

Description	Type
Resolution Rescinding Rush Truck	Resolution Letter

RESOLUTION NO. _____

RESOLUTION RESCINDING A PORTION OF RESOLUTION NO. R2022-95 ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING CONTRACT HOLDER BID PRICE OF RUSH TRUCK CENTERS FOR THE PURCHASE OF TWO (2) TANDEM AXLE TRUCK CHASSIS AND THREE (3) SINGLE AXLE TRUCK CHASSIS

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

Section 1. That Resolution No. R2022-95, passed by Council on June 20, 2022, accepting the State of Illinois Joint Purchasing bid from Rush Truck Centers, received for two (2) tandem axle truck chassis and three (3) single axle truck chassis, be, and the same is hereby, rescinded for all vehicles except one (1) tandem axle truck chassis which has been delivered to the City.

PRESENTED and ADOPTED this 4th day of December 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

DATE: 11/9/2023

MEMO: 2023-113

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, Public Works Director
Byron Bowman, Municipal Services Manager

SUBJECT: **Resolution Accepting the Bid for (5) Single Axle Dump Trucks and (2) Tandem Axle Dump Trucks**

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid for (5) Single Axle Dump Trucks and (2) Tandem Axle Dump Trucks	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID FOR (5) SINGLE AXLE DUMP TRUCKS AND (2) TANDEM AXLE DUMP TRUCKS.

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

Section 1. That the bid from Midway Freightliner, Inc. quote received for (5) Single Axle Dump Trucks and (2) Tandem Axle Dump Trucks, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Midway Freightliner, Inc., in the amount of $711,394.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Midway Freightliner Inc., for their quote price of $711.394.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 4th day of December 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Project Name: PUR2023-08 Two Tandem Axle Dump Truck Chassis **Bid Date: November 15, 2023** **Time: 10:00 a.m.**				**Rush Truck Centers** Springfield, IL		**Midway Freighliner, Inc.** Palmyra, MO		**Vomac Truck Sales** Terre Haute, IN	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	Tandem Axle Dump Truck Chassis	2	ea	$106,445.00	$212,890.00	$108,762.00	$217,524.00	$145,723.00	$291,446.00
				International HV507 2025		Freightliner 108 SD Plus 2025		Volvo VHD 2025	
TOTAL					$212,890.00		$217,524.00		$291,446.00

EXHIBIT A

Project Name:	**PUR2023-09** **Five Single Axle Dump Truck Chassis**			**Rush Truck Centers**		**Midway Freighliner, Inc.**		**Vomac Truck Sales**	
Bid Date: November 15, 2023				Springfield, IL		Palmyra, MO		Terre Haute, IN	
Time: 10:00 a.m.									
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	Single Axle Dump Truck Chassis	5	ea	$97,224.00	$486,120.00	$98,774.00	$493,870.00	$136,832.00	$684,160.00
				International HV507 2025		Freightliner 108 SD Plus 2025		Volvo VHD 2025	
TOTAL					$486,120.00		$493,870.00		$684,160.00

EXHIBIT A

DATE: 11/10/2023

MEMO: 23-70

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Purchase of GrayKey License Renewal

SUMMARY RECOMMENDATION: It is the recommendation of staff that the resolution be approved.

BACKGROUND:
Today, virtually every criminal investigation involves digital evidence, which is why the Decatur Police Department has personnel extensively trained in the extraction and analysis of digital data. The Decatur Police Department has utilized Grayshift LLC's GrayKey since 2018. Grayshift LLC developed GrayKey which is a state-of-the-art mobile digital forensic access tool that extracts encrypted or inaccessible data from mobile devices.

In the field of digital forensics, mobile devices often contain critical information. Accessing data from various devices is crucial in criminal investigations. GrayKey provides the most comprehensive iOS and modern Android device support allowing the full content to be extracted. GrayKey also integrates easily with other forensic analysis products utilized by the Department. By doing this, GrayKey allows the Decatur Police Department to obtain a more complete and detailed data extraction giving our Criminal Investigations Division access to critical evidence.

The Decatur Police Department's annual renewal license is for the Premier version of GrayKey which provides two (2) devices under one license and unlimited iOS and Android extractions.

GrayKey is necessary to resolve critical investigations quickly and enhance public safety in Decatur.

The annual renewal license, purchased through Magnet Forensics, for GrayKey-Premier Unlimited iOS and Android extractions with two (2) devices, is $50,595. This expense is budgeted in the 2024 ARP line for public safety. The license would be valid from February 1, 2024-January 31, 2025.

PRIOR COUNCIL ACTION: R2022-222

STAFF REFERENCE: Shane Brandel, Chief of Police, sbrandel@decaturil.gov, 217-424-2745

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
Quote	Backup Material

RESOLUTION NO. R2023-_____

RESOLUTION AUTHORIZING THE PURCHASE OF GRAYKEY LICENSE RENEWAL FROM MAGNET FORENSICS FOR THE DECATUR POLICE DEPARTMENT

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

Section 1. That the quote presented to the City Council herewith from Magnet Forensics regarding the renewal of the GrayKey license for the Decatur Police 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 payment on behalf of the City of Decatur to Magnet Forensics in an amount not to exceed $50,595.

PRESENTED, PASSED, APPROVED and RECORDED this 4th day of December 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Quotation

Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195
E-Mail: sales@magnetforensics.com

Quote #: Q-309959-1
Issue Date: 9 Nov, 2023
Expires On: 8 Dec, 2023

Bill To
Todd Koester
Decatur Police Department
707 South Side Drive
Decatur, IL 62521
US
2175423447
tkoester@decaturil.gov

Ship To
Todd Koester
Decatur Police Department
707 South Side Drive
Decatur, Illinois 62521
United States
2175423447
tkoester@decaturil.gov

End User
Todd Koester
Decatur Police Department
707 South Side Drive
Decatur Illinois 62521
United States
2175423447
tkoester@decaturil.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Jarrett Kirkup	(226) 243-6323	jarrett.kirkup@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-PR	GrayKey License - Premier Unlimited iOS and Android Extractions Renewal for Serial Numbers: b93f61d9d4a1211a, 74ce5fd9d4390709	1 Feb, 2024 to 31 Jan, 2025	USD 50,595.00	1	USD 50,595.00

Sub-Total	USD 50,595.00
Taxes	USD 0.00
Grand Total	**USD 50,595.00**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at http://magnetforensics.com/legal/ applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: _____ **Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Jarrett Kirkup at jarrett.kirkup@magnetforensics.com

DATE: 11/22/2023

MEMO: 2023-120

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 – PUR2023-06

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 with a 12-month Purchase Order. The overall cost increase of the chemical stabilized from the approximate 35% increase in 2023, the approximate percent change from the current cost is below:

Alum – 8% increase
Carbon – 4% increase
Carbon Dioxide – 2% increase

Chlorine – 19% decrease
Hydrofluorosilicic Acid – 3.5 % decrease
Lime – 15% increase
Sodium Chloride – 0.5 % decrease
Sodium Chlorite – 2.5 % increase
Sodium Hexametaphosphate – 78% decrease

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:
Budget Impact: 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 PUR2023-006	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER TREATMENT CHEMICALS - ALUM CITY PROJECT – PUR2023-06

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 PUR2023-06 with USAlco Michigan City Plant LLC in the amount of $533.59 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 $533.59 per ton.

PRESENTED AND ADOPTED THIS 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2023-06

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	**Alum, liquid bulk**	USAlco Michigan City Plant LLC	533.59/dry ton	**12 Month**
275	**Carbon, activated bulk**	Ingevity Corporation	$2,480.00/dry ton	**12 Month**
325	**Carbon Dioxide, bulk**	ILMO Products Company	$410.00/dry ton	**12 Month**
175	**Chlorine, liquid**	Brenntag Mid-South	$1,889.00/wet ton	**12 Month**
150	**Hydrofluorosilicic Acid, 23% bulk**	Brenntag Mid-South	$506.67/wet ton	**12 Month**
5,000	**Lime, pebble, bulk**	Mississippi Lime	$358.85/dry ton	**12 Month**
300	**Sodium Chloride, bulk**	Cargill, Inc.	$292.77/dry ton	**12 Month**
250	**Sodium Chlorite, bulk**	International Dioxide, Inc.	$1,156.00/wet ton	**12 Month**
35	**Sodium Hexametaphosphate**	Sterling Water Technologies LLC	3,294.1294/dry ton	**12 Month**

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
1. Alum, liquid bulk	
USAlco LLC	**$ 533.59/dry ton**
Chemtrade Chemicals US LLC	$ 620.00/dry ton
Alexander Chemical Corporation	$ 653.00/dry ton
2. Carbon, activated bulk – Wood Based	
Carbon Activated Corporation	$2,380.00/dry ton
Ingevity Corporation	**$2,480.00/dry ton***
CarbPure Technologies Alternative #1:CarbPure T	$2,500.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	$2,600.00/dry ton
Donau Carbon US LLC	$2,683.00/dry ton

*Low bid is based off a performance factor determined by an independent lab testing

3. Carbon Dioxide, bulk	
ILMO Products Company	**$410.00/dry ton**
4. Chlorine, liquid, ton containers	
Brenntag Mid-South, Inc.	**$1,889.00/wet ton**
Alexander Chemical Corporation	$2,099.00/wet ton
DPC Enterprises, LP	$2,196.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk	
Brenntag Mid-South, Inc.	**$ 506.67/wet ton**
Pennco Inc	$ 532.00/wet ton
Alexander Chemical Corporation	$ 566.00/wet ton
6. Lime, pebble, bulk, blower truck	
Mississippi Lime Company	**$ 358.85/dry ton**
Carmeuse Lime & Stone Inc.	$ 505.48/dry ton
7. Sodium Chloride, bulk	
Cargill, Inc.	**$ 292.77/dry ton**
Morton Salt Inc.	$ 319.53/dry ton
Brenntag Mid-South, Inc.	$ 660.00/dry ton

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
8. Sodium Chlorite, bulk	
International Dioxide, Inc.	**$1,156.00/wet ton**
Evoqua Water Technologies LLC	$1,177.00/wet ton
9. Sodium Hexametaphosphate, 50 lb. bags	
Sterling Water Technologies LLC	**$3,294.1294/dry ton**
Carus LLC	$3,820.00/dry ton
Brenntag Mid-South, Inc.	$4,800.00/dry ton
Shannon Chemical Corporation	$5,454.17/dry ton
Harcros Chemicals Inc.	$5,620.00/dry ton

NO BID
Hydrite
Linde Inc.
Oxy Chem
Reliant Gases
Rowell Chemical Corporation

DATE: 11/22/2023

MEMO: 2023-120

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 PUR2023-06

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon City Project PUR2023-06	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER TREATMENT CHEMICALS - CARBON CITY PROJECT – PUR2023-06

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 PUR2023-06 with Ingevity Corporation in the amount of $2,480.00 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 $2,480.00 per ton.

PRESENTED AND ADOPTED THIS 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2023-06

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	**Alum, liquid bulk**	USAlco Michigan City Plant LLC	533.59/dry ton	**12 Month**
275	**Carbon, activated bulk**	Ingevity Corporation	$2,480.00/dry ton	**12 Month**
325	**Carbon Dioxide, bulk**	ILMO Products Company	$410.00/dry ton	**12 Month**
175	**Chlorine, liquid**	Brenntag Mid-South	$1,889.00/wet ton	**12 Month**
150	**Hydrofluorosilicic Acid, 23% bulk**	Brenntag Mid-South	$506.67/wet ton	**12 Month**
5,000	**Lime, pebble, bulk**	Mississippi Lime	$358.85/dry ton	**12 Month**
300	**Sodium Chloride, bulk**	Cargill, Inc.	$292.77/dry ton	**12 Month**
250	**Sodium Chlorite, bulk**	International Dioxide, Inc.	$1,156.00/wet ton	**12 Month**
35	**Sodium Hexametaphosphate**	Sterling Water Technologies LLC	3,294.1294/dry ton	**12 Month**

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
1. Alum, liquid bulk	
USAlco LLC	**$ 533.59/dry ton**
Chemtrade Chemicals US LLC	$ 620.00/dry ton
Alexander Chemical Corporation	$ 653.00/dry ton
2. Carbon, activated bulk – Wood Based	
Carbon Activated Corporation	$2,380.00/dry ton
Ingevity Corporation	**$2,480.00/dry ton***
CarbPure Technologies Alternative #1:CarbPure T	$2,500.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	$2,600.00/dry ton
Donau Carbon US LLC	$2,683.00/dry ton

*Low bid is based off a performance factor determined by an independent lab testing

3. Carbon Dioxide, bulk	
ILMO Products Company	**$410.00/dry ton**
4. Chlorine, liquid, ton containers	
Brenntag Mid-South, Inc.	**$1,889.00/wet ton**
Alexander Chemical Corporation	$2,099.00/wet ton
DPC Enterprises, LP	$2,196.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk	
Brenntag Mid-South, Inc.	**$ 506.67/wet ton**
Pennco Inc	$ 532.00/wet ton
Alexander Chemical Corporation	$ 566.00/wet ton
6. Lime, pebble, bulk, blower truck	
Mississippi Lime Company	**$ 358.85/dry ton**
Carmeuse Lime & Stone Inc.	$ 505.48/dry ton
7. Sodium Chloride, bulk	
Cargill, Inc.	**$ 292.77/dry ton**
Morton Salt Inc.	$ 319.53/dry ton
Brenntag Mid-South, Inc.	$ 660.00/dry ton

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
8. Sodium Chlorite, bulk	
International Dioxide, Inc.	**$1,156.00/wet ton**
Evoqua Water Technologies LLC	$1,177.00/wet ton
9. Sodium Hexametaphosphate, 50 lb. bags	
Sterling Water Technologies LLC	**$3,294.1294/dry ton**
Carus LLC	$3,820.00/dry ton
Brenntag Mid-South, Inc.	$4,800.00/dry ton
Shannon Chemical Corporation	$5,454.17/dry ton
Harcros Chemicals Inc.	$5,620.00/dry ton

NO BID
Hydrite
Linde Inc.
Oxy Chem
Reliant Gases
Rowell Chemical Corporation

DATE: 11/22/2023

MEMO: 2023-120

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 Dioxide City Project PUR2023-06

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Carbon Dioxide City Project PUR2023-06	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER TREATMENT CHEMICALS – CARBON DIOXIDE CITY PROJECT – PUR2023-06

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 PUR2023-06 with ILMO Product Company in the amount of $410.00 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 $410.00 per ton.

PRESENTED AND ADOPTED THIS 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2023-06

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	**Alum, liquid bulk**	USAlco Michigan City Plant LLC	533.59/dry ton	**12 Month**
275	**Carbon, activated bulk**	Ingevity Corporation	$2,480.00/dry ton	**12 Month**
325	**Carbon Dioxide, bulk**	ILMO Products Company	$410.00/dry ton	**12 Month**
175	**Chlorine, liquid**	Brenntag Mid-South	$1,889.00/wet ton	**12 Month**
150	**Hydrofluorosilicic Acid, 23% bulk**	Brenntag Mid-South	$506.67/wet ton	**12 Month**
5,000	**Lime, pebble, bulk**	Mississippi Lime	$358.85/dry ton	**12 Month**
300	**Sodium Chloride, bulk**	Cargill, Inc.	$292.77/dry ton	**12 Month**
250	**Sodium Chlorite, bulk**	International Dioxide, Inc.	$1,156.00/wet ton	**12 Month**
35	**Sodium Hexametaphosphate**	Sterling Water Technologies LLC	3,294.1294/dry ton	**12 Month**

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
1. Alum, liquid bulk	
USAlco LLC	**$ 533.59/dry ton**
Chemtrade Chemicals US LLC	$ 620.00/dry ton
Alexander Chemical Corporation	$ 653.00/dry ton
2. Carbon, activated bulk – Wood Based	
Carbon Activated Corporation	$2,380.00/dry ton
Ingevity Corporation	**$2,480.00/dry ton***
CarbPure Technologies Alternative #1:CarbPure T	$2,500.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	$2,600.00/dry ton
Donau Carbon US LLC	$2,683.00/dry ton

*Low bid is based off a performance factor determined by an independent lab testing

3. Carbon Dioxide, bulk	
ILMO Products Company	**$410.00/dry ton**
4. Chlorine, liquid, ton containers	
Brenntag Mid-South, Inc.	**$1,889.00/wet ton**
Alexander Chemical Corporation	$2,099.00/wet ton
DPC Enterprises, LP	$2,196.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk	
Brenntag Mid-South, Inc.	**$ 506.67/wet ton**
Pennco Inc	$ 532.00/wet ton
Alexander Chemical Corporation	$ 566.00/wet ton
6. Lime, pebble, bulk, blower truck	
Mississippi Lime Company	**$ 358.85/dry ton**
Carmeuse Lime & Stone Inc.	$ 505.48/dry ton
7. Sodium Chloride, bulk	
Cargill, Inc.	**$ 292.77/dry ton**
Morton Salt Inc.	$ 319.53/dry ton
Brenntag Mid-South, Inc.	$ 660.00/dry ton

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
8. Sodium Chlorite, bulk	
International Dioxide, Inc.	**$1,156.00/wet ton**
Evoqua Water Technologies LLC	$1,177.00/wet ton
9. Sodium Hexametaphosphate, 50 lb. bags	
Sterling Water Technologies LLC	**$3,294.1294/dry ton**
Carus LLC	$3,820.00/dry ton
Brenntag Mid-South, Inc.	$4,800.00/dry ton
Shannon Chemical Corporation	$5,454.17/dry ton
Harcros Chemicals Inc.	$5,620.00/dry ton

NO BID
Hydrite
Linde Inc.
Oxy Chem
Reliant Gases
Rowell Chemical Corporation

DATE: 11/22/2023

MEMO: 2023-120

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 PUR2023-06

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Chlorine City Project PUR2023-06	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER TREATMENT CHEMICALS – CHLORINE CITY PROJECT – PUR2023-06

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 PUR2023-06 with Brenntag Mid-South in the amount of 1,889.00 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 $1,889.00 per wet ton.

PRESENTED AND ADOPTED THIS 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2023-06

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	**Alum, liquid bulk**	USAlco Michigan City Plant LLC	533.59/dry ton	**12 Month**
275	**Carbon, activated bulk**	Ingevity Corporation	$2,480.00/dry ton	**12 Month**
325	**Carbon Dioxide, bulk**	ILMO Products Company	$410.00/dry ton	**12 Month**
175	**Chlorine, liquid**	Brenntag Mid-South	$1,889.00/wet ton	**12 Month**
150	**Hydrofluorosilicic Acid, 23% bulk**	Brenntag Mid-South	$506.67/wet ton	**12 Month**
5,000	**Lime, pebble, bulk**	Mississippi Lime	$358.85/dry ton	**12 Month**
300	**Sodium Chloride, bulk**	Cargill, Inc.	$292.77/dry ton	**12 Month**
250	**Sodium Chlorite, bulk**	International Dioxide, Inc.	$1,156.00/wet ton	**12 Month**
35	**Sodium Hexametaphosphate**	Sterling Water Technologies LLC	3,294.1294/dry ton	**12 Month**

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
1. Alum, liquid bulk	
USAlco LLC	**$ 533.59/dry ton**
Chemtrade Chemicals US LLC	$ 620.00/dry ton
Alexander Chemical Corporation	$ 653.00/dry ton
2. Carbon, activated bulk – Wood Based	
Carbon Activated Corporation	$2,380.00/dry ton
Ingevity Corporation	**$2,480.00/dry ton***
CarbPure Technologies Alternative #1:CarbPure T	$2,500.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	$2,600.00/dry ton
Donau Carbon US LLC	$2,683.00/dry ton

*Low bid is based off a performance factor determined by an independent lab testing

3. Carbon Dioxide, bulk	
ILMO Products Company	**$410.00/dry ton**
4. Chlorine, liquid, ton containers	
Brenntag Mid-South, Inc.	**$1,889.00/wet ton**
Alexander Chemical Corporation	$2,099.00/wet ton
DPC Enterprises, LP	$2,196.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk	
Brenntag Mid-South, Inc.	**$ 506.67/wet ton**
Pennco Inc	$ 532.00/wet ton
Alexander Chemical Corporation	$ 566.00/wet ton
6. Lime, pebble, bulk, blower truck	
Mississippi Lime Company	**$ 358.85/dry ton**
Carmeuse Lime & Stone Inc.	$ 505.48/dry ton
7. Sodium Chloride, bulk	
Cargill, Inc.	**$ 292.77/dry ton**
Morton Salt Inc.	$ 319.53/dry ton
Brenntag Mid-South, Inc.	$ 660.00/dry ton

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
8. Sodium Chlorite, bulk	
International Dioxide, Inc.	**$1,156.00/wet ton**
Evoqua Water Technologies LLC	$1,177.00/wet ton
9. Sodium Hexametaphosphate, 50 lb. bags	
Sterling Water Technologies LLC	**$3,294.1294/dry ton**
Carus LLC	$3,820.00/dry ton
Brenntag Mid-South, Inc.	$4,800.00/dry ton
Shannon Chemical Corporation	$5,454.17/dry ton
Harcros Chemicals Inc.	$5,620.00/dry ton

NO BID
Hydrite
Linde Inc.
Oxy Chem
Reliant Gases
Rowell Chemical Corporation

DATE: 11/22/2023

MEMO: 2023-120

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-PUR2023-06

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Hydrofluorosilicic Acid City Project-PUR2023-06	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER TREATMENT CHEMICALS – HYDROFLUOROSILICIC ACID CITY PROJECT – PUR2023-06

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 PUR2023-06 with Brenntag Mid-South, Inc. in the amount of $506.67 per wet ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Brenntag Mid-South, 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 $506.67 per wet ton.

PRESENTED AND ADOPTED THIS 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2023-06

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	**Alum, liquid bulk**	USAlco Michigan City Plant LLC	533.59/dry ton	**12 Month**
275	**Carbon, activated bulk**	Ingevity Corporation	$2,480.00/dry ton	**12 Month**
325	**Carbon Dioxide, bulk**	ILMO Products Company	$410.00/dry ton	**12 Month**
175	**Chlorine, liquid**	Brenntag Mid-South	$1,889.00/wet ton	**12 Month**
150	**Hydrofluorosilicic Acid, 23% bulk**	Brenntag Mid-South	$506.67/wet ton	**12 Month**
5,000	**Lime, pebble, bulk**	Mississippi Lime	$358.85/dry ton	**12 Month**
300	**Sodium Chloride, bulk**	Cargill, Inc.	$292.77/dry ton	**12 Month**
250	**Sodium Chlorite, bulk**	International Dioxide, Inc.	$1,156.00/wet ton	**12 Month**
35	**Sodium Hexametaphosphate**	Sterling Water Technologies LLC	3,294.1294/dry ton	**12 Month**

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
1. Alum, liquid bulk	
USAlco LLC	**$ 533.59/dry ton**
Chemtrade Chemicals US LLC	$ 620.00/dry ton
Alexander Chemical Corporation	$ 653.00/dry ton
2. Carbon, activated bulk – Wood Based	
Carbon Activated Corporation	$2,380.00/dry ton
Ingevity Corporation	**$2,480.00/dry ton***
CarbPure Technologies Alternative #1:CarbPure T	$2,500.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	$2,600.00/dry ton
Donau Carbon US LLC	$2,683.00/dry ton

*Low bid is based off a performance factor determined by an independent lab testing

3. Carbon Dioxide, bulk	
ILMO Products Company	**$410.00/dry ton**
4. Chlorine, liquid, ton containers	
Brenntag Mid-South, Inc.	**$1,889.00/wet ton**
Alexander Chemical Corporation	$2,099.00/wet ton
DPC Enterprises, LP	$2,196.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk	
Brenntag Mid-South, Inc.	**$ 506.67/wet ton**
Pennco Inc	$ 532.00/wet ton
Alexander Chemical Corporation	$ 566.00/wet ton
6. Lime, pebble, bulk, blower truck	
Mississippi Lime Company	**$ 358.85/dry ton**
Carmeuse Lime & Stone Inc.	$ 505.48/dry ton
7. Sodium Chloride, bulk	
Cargill, Inc.	**$ 292.77/dry ton**
Morton Salt Inc.	$ 319.53/dry ton
Brenntag Mid-South, Inc.	$ 660.00/dry ton

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
8. Sodium Chlorite, bulk	
International Dioxide, Inc.	**$1,156.00/wet ton**
Evoqua Water Technologies LLC	$1,177.00/wet ton
9. Sodium Hexametaphosphate, 50 lb. bags	
Sterling Water Technologies LLC	**$3,294.1294/dry ton**
Carus LLC	$3,820.00/dry ton
Brenntag Mid-South, Inc.	$4,800.00/dry ton
Shannon Chemical Corporation	$5,454.17/dry ton
Harcros Chemicals Inc.	$5,620.00/dry ton

NO BID
Hydrite
Linde Inc.
Oxy Chem
Reliant Gases
Rowell Chemical Corporation

DATE: 11/22/2023

MEMO: 2023-120

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-Lime City Project-PUR2023-06

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Lime City Project-PUR2023-06	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER TREATMENT CHEMICALS – LIME CITY PROJECT – PUR2023-06

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 PUR2023-06 with Mississippi Lime Company in the amount of $358.85 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 $358.85 per ton.

PRESENTED AND ADOPTED THIS 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2023-06

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	**Alum, liquid bulk**	USAlco Michigan City Plant LLC	533.59/dry ton	**12 Month**
275	**Carbon, activated bulk**	Ingevity Corporation	$2,480.00/dry ton	**12 Month**
325	**Carbon Dioxide, bulk**	ILMO Products Company	$410.00/dry ton	**12 Month**
175	**Chlorine, liquid**	Brenntag Mid-South	$1,889.00/wet ton	**12 Month**
150	**Hydrofluorosilicic Acid, 23% bulk**	Brenntag Mid-South	$506.67/wet ton	**12 Month**
5,000	**Lime, pebble, bulk**	Mississippi Lime	$358.85/dry ton	**12 Month**
300	**Sodium Chloride, bulk**	Cargill, Inc.	$292.77/dry ton	**12 Month**
250	**Sodium Chlorite, bulk**	International Dioxide, Inc.	$1,156.00/wet ton	**12 Month**
35	**Sodium Hexametaphosphate**	Sterling Water Technologies LLC	3,294.1294/dry ton	**12 Month**

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
1. Alum, liquid bulk	
USAlco LLC	**$ 533.59/dry ton**
Chemtrade Chemicals US LLC	$ 620.00/dry ton
Alexander Chemical Corporation	$ 653.00/dry ton
2. Carbon, activated bulk – Wood Based	
Carbon Activated Corporation	$2,380.00/dry ton
Ingevity Corporation	**$2,480.00/dry ton***
CarbPure Technologies Alternative #1:CarbPure T	$2,500.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	$2,600.00/dry ton
Donau Carbon US LLC	$2,683.00/dry ton

*Low bid is based off a performance factor determined by an independent lab testing

3. Carbon Dioxide, bulk	
ILMO Products Company	**$410.00/dry ton**
4. Chlorine, liquid, ton containers	
Brenntag Mid-South, Inc.	**$1,889.00/wet ton**
Alexander Chemical Corporation	$2,099.00/wet ton
DPC Enterprises, LP	$2,196.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk	
Brenntag Mid-South, Inc.	**$ 506.67/wet ton**
Pennco Inc	$ 532.00/wet ton
Alexander Chemical Corporation	$ 566.00/wet ton
6. Lime, pebble, bulk, blower truck	
Mississippi Lime Company	**$ 358.85/dry ton**
Carmeuse Lime & Stone Inc.	$ 505.48/dry ton
7. Sodium Chloride, bulk	
Cargill, Inc.	**$ 292.77/dry ton**
Morton Salt Inc.	$ 319.53/dry ton
Brenntag Mid-South, Inc.	$ 660.00/dry ton

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
8. Sodium Chlorite, bulk	
International Dioxide, Inc.	**$1,156.00/wet ton**
Evoqua Water Technologies LLC	$1,177.00/wet ton
9. Sodium Hexametaphosphate, 50 lb. bags	
Sterling Water Technologies LLC	**$3,294.1294/dry ton**
Carus LLC	$3,820.00/dry ton
Brenntag Mid-South, Inc.	$4,800.00/dry ton
Shannon Chemical Corporation	$5,454.17/dry ton
Harcros Chemicals Inc.	$5,620.00/dry ton

NO BID
Hydrite
Linde Inc.
Oxy Chem
Reliant Gases
Rowell Chemical Corporation

DATE: 11/22/2023

MEMO: 2023-120

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-PUR2023-06

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Chloride City Project-PUR2023-06	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER TREATMENT CHEMICALS – SODIUM CHLORIDE CITY PROJECT – PUR2023-06

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 PUR2023-06 with Cargill, Inc. in the amount of $292.77 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Cargill, 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 $292.77 per ton.

PRESENTED AND ADOPTED THIS 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2023-06

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	**Alum, liquid bulk**	USAlco Michigan City Plant LLC	533.59/dry ton	**12 Month**
275	**Carbon, activated bulk**	Ingevity Corporation	$2,480.00/dry ton	**12 Month**
325	**Carbon Dioxide, bulk**	ILMO Products Company	$410.00/dry ton	**12 Month**
175	**Chlorine, liquid**	Brenntag Mid-South	$1,889.00/wet ton	**12 Month**
150	**Hydrofluorosilicic Acid, 23% bulk**	Brenntag Mid-South	$506.67/wet ton	**12 Month**
5,000	**Lime, pebble, bulk**	Mississippi Lime	$358.85/dry ton	**12 Month**
300	**Sodium Chloride, bulk**	Cargill, Inc.	$292.77/dry ton	**12 Month**
250	**Sodium Chlorite, bulk**	International Dioxide, Inc.	$1,156.00/wet ton	**12 Month**
35	**Sodium Hexametaphosphate**	Sterling Water Technologies LLC	3,294.1294/dry ton	**12 Month**

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
1. Alum, liquid bulk	
USAlco LLC	**$ 533.59/dry ton**
Chemtrade Chemicals US LLC	$ 620.00/dry ton
Alexander Chemical Corporation	$ 653.00/dry ton
2. Carbon, activated bulk – Wood Based	
Carbon Activated Corporation	$2,380.00/dry ton
Ingevity Corporation	**$2,480.00/dry ton***
CarbPure Technologies Alternative #1:CarbPure T	$2,500.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	$2,600.00/dry ton
Donau Carbon US LLC	$2,683.00/dry ton

*Low bid is based off a performance factor determined by an independent lab testing

3. Carbon Dioxide, bulk	
ILMO Products Company	**$410.00/dry ton**
4. Chlorine, liquid, ton containers	
Brenntag Mid-South, Inc.	**$1,889.00/wet ton**
Alexander Chemical Corporation	$2,099.00/wet ton
DPC Enterprises, LP	$2,196.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk	
Brenntag Mid-South, Inc.	**$ 506.67/wet ton**
Pennco Inc	$ 532.00/wet ton
Alexander Chemical Corporation	$ 566.00/wet ton
6. Lime, pebble, bulk, blower truck	
Mississippi Lime Company	**$ 358.85/dry ton**
Carmeuse Lime & Stone Inc.	$ 505.48/dry ton
7. Sodium Chloride, bulk	
Cargill, Inc.	**$ 292.77/dry ton**
Morton Salt Inc.	$ 319.53/dry ton
Brenntag Mid-South, Inc.	$ 660.00/dry ton

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
8. Sodium Chlorite, bulk	
International Dioxide, Inc.	**$1,156.00/wet ton**
Evoqua Water Technologies LLC	$1,177.00/wet ton
9. Sodium Hexametaphosphate, 50 lb. bags	
Sterling Water Technologies LLC	**$3,294.1294/dry ton**
Carus LLC	$3,820.00/dry ton
Brenntag Mid-South, Inc.	$4,800.00/dry ton
Shannon Chemical Corporation	$5,454.17/dry ton
Harcros Chemicals Inc.	$5,620.00/dry ton

NO BID
Hydrite
Linde Inc.
Oxy Chem
Reliant Gases
Rowell Chemical Corporation

DATE: 11/22/2023

MEMO: 2023-120

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-PUR2023-06

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Chlorite City Project-PUR2023-06	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER TREATMENT CHEMICALS – SODIUM CHLORITE CITY PROJECT – PUR2023-06

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 PUR2023-06 with International Dioxide, Inc. in the amount of $1,156.00 per wet ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of International Dioxide, 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 $1,156.00 per wet ton.

PRESENTED AND ADOPTED THIS 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2023-06

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	**Alum, liquid bulk**	USAlco Michigan City Plant LLC	533.59/dry ton	**12 Month**
275	**Carbon, activated bulk**	Ingevity Corporation	$2,480.00/dry ton	**12 Month**
325	**Carbon Dioxide, bulk**	ILMO Products Company	$410.00/dry ton	**12 Month**
175	**Chlorine, liquid**	Brenntag Mid-South	$1,889.00/wet ton	**12 Month**
150	**Hydrofluorosilicic Acid, 23% bulk**	Brenntag Mid-South	$506.67/wet ton	**12 Month**
5,000	**Lime, pebble, bulk**	Mississippi Lime	$358.85/dry ton	**12 Month**
300	**Sodium Chloride, bulk**	Cargill, Inc.	$292.77/dry ton	**12 Month**
250	**Sodium Chlorite, bulk**	International Dioxide, Inc.	$1,156.00/wet ton	**12 Month**
35	**Sodium Hexametaphosphate**	Sterling Water Technologies LLC	3,294.1294/dry ton	**12 Month**

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
1. Alum, liquid bulk	
USAlco LLC	**$ 533.59/dry ton**
Chemtrade Chemicals US LLC	$ 620.00/dry ton
Alexander Chemical Corporation	$ 653.00/dry ton
2. Carbon, activated bulk – Wood Based	
Carbon Activated Corporation	$2,380.00/dry ton
Ingevity Corporation	**$2,480.00/dry ton***
CarbPure Technologies Alternative #1:CarbPure T	$2,500.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	$2,600.00/dry ton
Donau Carbon US LLC	$2,683.00/dry ton

*Low bid is based off a performance factor determined by an independent lab testing

3. Carbon Dioxide, bulk	
ILMO Products Company	**$410.00/dry ton**
4. Chlorine, liquid, ton containers	
Brenntag Mid-South, Inc.	**$1,889.00/wet ton**
Alexander Chemical Corporation	$2,099.00/wet ton
DPC Enterprises, LP	$2,196.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk	
Brenntag Mid-South, Inc.	**$ 506.67/wet ton**
Pennco Inc	$ 532.00/wet ton
Alexander Chemical Corporation	$ 566.00/wet ton
6. Lime, pebble, bulk, blower truck	
Mississippi Lime Company	**$ 358.85/dry ton**
Carmeuse Lime & Stone Inc.	$ 505.48/dry ton
7. Sodium Chloride, bulk	
Cargill, Inc.	**$ 292.77/dry ton**
Morton Salt Inc.	$ 319.53/dry ton
Brenntag Mid-South, Inc.	$ 660.00/dry ton

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
8. Sodium Chlorite, bulk	
International Dioxide, Inc.	**$1,156.00/wet ton**
Evoqua Water Technologies LLC	$1,177.00/wet ton
9. Sodium Hexametaphosphate, 50 lb. bags	
Sterling Water Technologies LLC	**$3,294.1294/dry ton**
Carus LLC	$3,820.00/dry ton
Brenntag Mid-South, Inc.	$4,800.00/dry ton
Shannon Chemical Corporation	$5,454.17/dry ton
Harcros Chemicals Inc.	$5,620.00/dry ton

NO BID
Hydrite
Linde Inc.
Oxy Chem
Reliant Gases
Rowell Chemical Corporation

DATE: 11/22/2023

MEMO: 2023-120

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-PUR2023-06

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals-Sodium Hexametaphosphate City Project-PUR2023-06	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER TREATMENT CHEMICALS – SODIUM HEXAMETAPHOSPHATE CITY PROJECT – PUR2023-06

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 PUR2023-06 with Sterling Water Technologies LLC in the amount of $3,294.1294 per ton be, and it is hereby, received, and placed on file.

Section 2. That the bid of Sterling Water Technologies LLC 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 $3,294.1294 per ton.

PRESENTED AND ADOPTED THIS 4th day of December, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A
Tabulation of Bids
Water Treatment Chemicals – PUR 2023-06

Estimated Yearly Usage (tons)	Chemical	Vendor	Unit Price	Purchase Order length
1,300	**Alum, liquid bulk**	USAlco Michigan City Plant LLC	533.59/dry ton	**12 Month**
275	**Carbon, activated bulk**	Ingevity Corporation	$2,480.00/dry ton	**12 Month**
325	**Carbon Dioxide, bulk**	ILMO Products Company	$410.00/dry ton	**12 Month**
175	**Chlorine, liquid**	Brenntag Mid-South	$1,889.00/wet ton	**12 Month**
150	**Hydrofluorosilicic Acid, 23% bulk**	Brenntag Mid-South	$506.67/wet ton	**12 Month**
5,000	**Lime, pebble, bulk**	Mississippi Lime	$358.85/dry ton	**12 Month**
300	**Sodium Chloride, bulk**	Cargill, Inc.	$292.77/dry ton	**12 Month**
250	**Sodium Chlorite, bulk**	International Dioxide, Inc.	$1,156.00/wet ton	**12 Month**
35	**Sodium Hexametaphosphate**	Sterling Water Technologies LLC	3,294.1294/dry ton	**12 Month**

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
1. Alum, liquid bulk	
USAlco LLC	**$ 533.59/dry ton**
Chemtrade Chemicals US LLC	$ 620.00/dry ton
Alexander Chemical Corporation	$ 653.00/dry ton
2. Carbon, activated bulk – Wood Based	
Carbon Activated Corporation	$2,380.00/dry ton
Ingevity Corporation	**$2,480.00/dry ton***
CarbPure Technologies Alternative #1:CarbPure T	$2,500.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	$2,600.00/dry ton
Donau Carbon US LLC	$2,683.00/dry ton

*Low bid is based off a performance factor determined by an independent lab testing

3. Carbon Dioxide, bulk	
ILMO Products Company	**$410.00/dry ton**
4. Chlorine, liquid, ton containers	
Brenntag Mid-South, Inc.	**$1,889.00/wet ton**
Alexander Chemical Corporation	$2,099.00/wet ton
DPC Enterprises, LP	$2,196.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk	
Brenntag Mid-South, Inc.	**$ 506.67/wet ton**
Pennco Inc	$ 532.00/wet ton
Alexander Chemical Corporation	$ 566.00/wet ton
6. Lime, pebble, bulk, blower truck	
Mississippi Lime Company	**$ 358.85/dry ton**
Carmeuse Lime & Stone Inc.	$ 505.48/dry ton
7. Sodium Chloride, bulk	
Cargill, Inc.	**$ 292.77/dry ton**
Morton Salt Inc.	$ 319.53/dry ton
Brenntag Mid-South, Inc.	$ 660.00/dry ton

BID SUMMARY
WATER TREATMENT CHEMICALS - Bid #PUR2023-06
November 7, 2023

	12 Month
8. Sodium Chlorite, bulk	
International Dioxide, Inc.	**$1,156.00/wet ton**
Evoqua Water Technologies LLC	$1,177.00/wet ton
9. Sodium Hexametaphosphate, 50 lb. bags	
Sterling Water Technologies LLC	**$3,294.1294/dry ton**
Carus LLC	$3,820.00/dry ton
Brenntag Mid-South, Inc.	$4,800.00/dry ton
Shannon Chemical Corporation	$5,454.17/dry ton
Harcros Chemicals Inc.	$5,620.00/dry ton

NO BID
Hydrite
Linde Inc.
Oxy Chem
Reliant Gases
Rowell Chemical Corporation

DATE: 11/22/2023

MEMO: 2023-123

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

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

SUBJECT: Ordinance Annexing Territory –2802 Southland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2802 Southland Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2802 Southland Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2802 SOUTHLAND ROAD

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

LOTS ONE (1) AND TWO (2) OF GUSTIN'S 16TH SUBDIVISION, AS PER PLAT RECORDED IN BOOK 958, PAGE 117 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

.

PIN# 17-12-25-376-005

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of December 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

   William H. Harbeck
   Vicky L. Harbeck

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2802 Southland Road, and legally described as follows:

   LOTS ONE (1) AND TWO (2) OF GUSTIN'S 16TH SUBDIVISION, AS PER PLAT RECORDED IN BOOK 958, PAGE 117 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-25-376-005__

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
William H Harbeck	William H. Harbeck	2802 Southland Rd, Decatur, IL 62521
Vicky L. Harbeck	Vicky L. Harbeck	2802 Southland Rd, Decatur, IL 62521

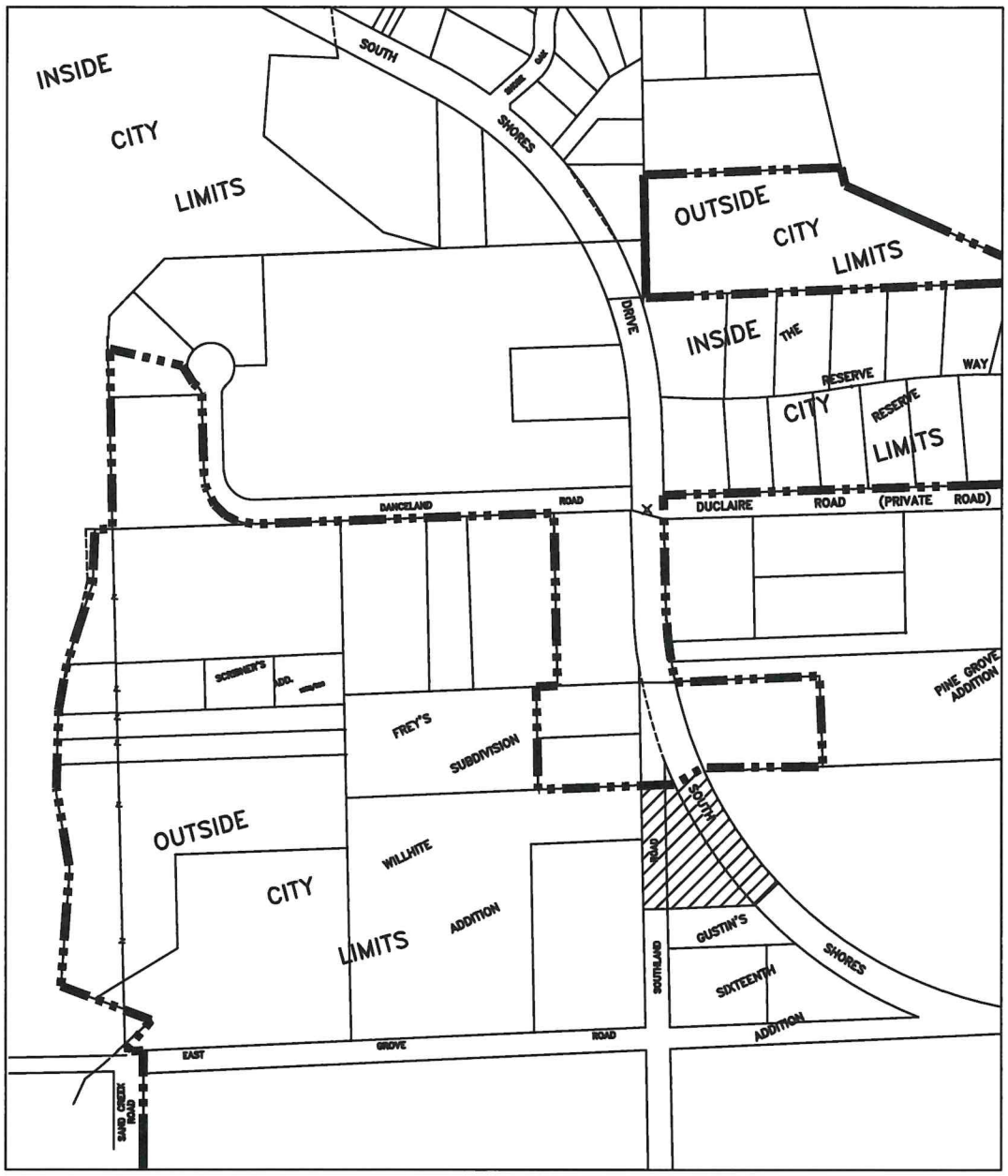
Signed and sworn to before me this 14th day of November, 2023

L. Sue Havener
Notary Public

(Rev. 12/2014)

OFFICIAL SEAL
L. SUE HAVENER
Notary Public - State of Illinois
My Commission Expires 4/16/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Forced\2802 Southland Road\2802 Southland Rd.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2802 SOUTHLAND ROAD

indicates territory annexed

indicates existing corporate limits

1.46± **acres**

AREA 0.00228± **sq. miles**

832± **lin. ft. of public road**

SOUTH WHEATLAND **township**

N

N.T.S.

PAUL E. CASWELL
062.062825
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

11/15/23

City Engineer – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2024

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement including the Transfer of Real Estate Miracle Valley - City of Decatur 901-905 E. Wood Street and 1921 N. Railroad Avenue

ATTACHMENTS:

Description	Type
Resolution Authorizing Real Estate Purchase Agreement including the Transfer of Real Estate 901-905 East Wood Street and 1921 N. Railroad Avenue	Resolution Letter

RESOLUTION NO. R2023_____

RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENT INCLUDING THE TRANSFER OF REAL ESTATE -MIRACLE VALLEY INCORPORATED, AN ILLINOIS CORPORATION- -CITY OF DECATUR, ILLINOIS- -901-905 E. WOOD STREET, DECATUR, ILLINOIS- 1921 N. RAILROAD AVENUE

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires to purchase the property located at 901-905 East Wood Street per the Real Estate Purchase Agreement; and,

WHEREAS, the City desires to transfer the property located at 1921 N. Railroad Avenue per the Real Estate Purchase Agreement.

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

Section 1. That the Real Estate Purchase Agreement attached hereto and marked Exhibit A, between Miracle Valley, 901-905 E. Wood Street Decatur, Illinois and the City, 1921 Railroad Avenue shall be executed and approved.

Section 2. That the City shall be authorized to purchase 901-905 E. Wood Street, Decatur, Illinois as per the terms and conditions set forth in the Real Estate Purchase Agreement.

Section 3. That the City shall transfer the property located at 1921 Railorad Avenue, Decatur, Illinois to Miracle Valley as per the terms and conditions set forth in the Real Estate Purchase Agreement.

Section 4. That the City Manager and City Clerk or designees be, and they are hereby, authorized and directed to sign any necessary instruments to acquire this property on behalf of the City.

PRESENTED AND ADOPTED this _____day of _____, 2023.

_____
JULIE MOORE WOLFE

ATTEST: MAYOR

_____
KIM ALTHOFF
CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Miracle Valley Incorporated, an Illinois corporation ("Miracle Valley") and the City of Decatur, Illinois, an Illinois municipal corporation ("City").

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. Chapter 33 of the City Code of the City of Decatur provides that the City may acquire property and dispose of property as the Council authorizes or approves.

D. City owns property located at 1921 N. Railroad Avenue, Decatur, Illinois that it desires to transfer to Miracle Valley under the terms of this Agreement.

E. Miracle Valley owns property located at 905 E. Wood St., Decatur, Illinois that it desires to transfer to City under the terms of this Agreement.

NOW, THEREFORE, 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, the parties agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.

2. Subject to the terms and conditions of this Agreement, Miracle Valley shall transfer to the City the premises located at 901-905 East Wood St., Decatur, Illinois ("Wood St. Property") and legally described as:

> Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block Four (4) of John's First Addition to the City of Decatur, as per Plat recorded in Book 335, Page 248 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois,

EXHIBIT A

together with all improvements thereon and the appurtenances and fixtures thereto belonging to Miracle Valley under the terms set forth in this Agreement.

3. City shall pay to Miracle Valley the sum of Eighty-Five Thousand Dollars ($85,000) for purchase of the Wood St. Property, together with all improvements thereon and the appurtenances and fixtures thereto, said monies to be paid to Miracle Valley at time of settlement.

4. In addition to the payment described above and subject to the terms and conditions of this Agreement, City shall transfer to Miracle Valley the premises in as-is condition, located at 1921 North Railroad Ave., Decatur, Illinois ("RR Property") and legally described as:

> Lot 6 in Block 5 of Enterprise Addition to the City of Decatur, as per Plat recorded in Book 149, page 71 of the Records in the Recorder's Office, situated in the County of Macon and State of Illinois,

together with all improvements thereon and the appurtenances and fixtures thereto belonging to the City under the terms set forth in this Agreement.

5. Miracle Valley shall furnish to City a Commitment for an Owner's Title Insurance Policy insuring against defects in the merchantability of title up to the value of the purchase price set forth above for the Wood St. Property. The City shall provide to Miracle Valley in writing within a reasonable time after receipt of the Policy and prior to settlement, any objection it may have thereto. Miracle Valley shall have a reasonable time to cure any objection interfering with or impairing the merchantability of the title to said real estate. If Miracle Valley is unable to cure any such objection and Miracle Valley, at its sole expense, is unable to procure a title policy insuring over the same, then the City shall have the option of terminating this Agreement. This Agreement is expressly contingent upon Miracle Valley providing good and merchantable title to the Wood St. Property.

6. At settlement, Miracle Valley shall deliver to City a warranty deed to the Wood St. Property in such form and together with such documentation as shall be required for recording said deed concurrently with the closing of this transaction, which shall be held no later than thirty (30) days from the date of Miracle Valley obtaining clear and merchantable title to the

Wood St. Property or at such other time and place as the parties hereto mutually agree. Miracle Valley and City agree to each pay one-half of the costs for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.

7. Miracle Valley shall be responsible for all Real Estate Taxes due and owing and/or accrued prior to Settlement Date.

8. If desired by Miracle Valley, Miracle Valley shall obtain a commitment for an owner's title insurance policy insuring against defects in the merchantability of title for the RR Property. Title may be subject to coal and mineral rights if now reserved or conveyed of record and to all easements and building and use restrictions now of record which do not restrict reasonable use. Miracle Valley shall promptly advise City of any claimed defects in title evidence to permit resolution before Settlement. Miracle Valley shall pay all the title fees. Miracle Valley and City shall furnish immediately upon request all information legally required for financing or transfer of title.

9. At settlement, City shall deliver to Miracle Valley a quitclaim deed to the RR Property in such form and together with such documentation as shall be required for recording said deed concurrently with the closing of this transaction, which shall be held no later than thirty (30) days from the date of City obtaining clear and merchantable title to the RR Property or at such other time and place as the parties hereto mutually agree. Miracle Valley agrees to pay for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.

10. Miracle Valley shall be responsible for all Real Estate Taxes for the RR Property accruing subsequent to Settlement date.

11. Miracle Valley agrees to secure the structure located on the RR Property within thirty (30) days of Settlement. Miracle Valley shall apply for and have issued all necessary permits to repair or replace the roof on the RR Property within ninety (90) day of Settlement. Miracle Valley shall repair or replace the roof on the RR Property within six (6) months of Settlement. Miracle Valley shall apply for and have issued all necessary permits for all remaining and

necessary repairs to the structure located on the RR Property to meet City ordinances, building codes and property maintenance codes within twelve (12) months of Settlement. Miracle Valley shall make all remaining and necessary repairs to the structure located on the RR Property to meet City ordinances, building codes and property maintenance codes within twenty (20) months of Settlement. If Miracle Valley fails to comply with any of the timelines set forth in this Agreement and/or fails to make all necessary repairs as set forth in this Agreement, Miracle Valley shall return and transfer to the City the RR Property acquired under the terms of this Agreement within fifteen (15) days of demand by the City.

12. 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:

MIRACLE VALLEY:

Miracle Valley Incorporated
Dennis Lyles, President
P.O. Box 6041
Decatur, IL 62526

CITY:

City of Decatur
City Manager
One Gary K. Anderson Plazza
Decatur, IL 62523

13. Both parties warrant that to the best of its knowledge, information and belief, there are no underground storage tanks of any kind located upon the property they currently own.

14. Miracle Valley 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. Miracle Valley 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.

15. 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.

16. Miracle Valley and City acknowledge and agree that this purchase is for a governmental purpose with public benefit and that this Agreement is expressly contingent upon approval by the Decatur City Council.

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

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

19. 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 there being NO ORAL REPRESENTATIONS. Miracle Valley represents that Miracle Valley has been advised by City to consult an attorney prior to signing this Agreement and acknowledge that it has read and understands each and every part of this Agreement.

20. 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.

21. 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.

22. Miracle Valley acknowledges that Miracle Valley has inspected the RR Property and is acquainted with the condition thereof. Miracle Valley accepts the same in AS IS WHERE IS CONDITION, WITH NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. MIRACLE VALLEY WARRANTS THAT MIRACLE VALLEY IS PURCHASING THE RR PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER CITY NOR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MADE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN WHETHER OF HABITABILITY,

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER CITY, NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MAKES ANY REPRESENTATION OR WARRANTIES RELATING TO, OR ASSUMES ANY LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIAL PROVIDED TO MIRACLE VALLEY.

23. By executing this Agreement, Miracle Valley expressly represents and agrees that Miracle Valley is not relying upon any representation, warranty or statement by City, its employees, agents, officers, or directors which differs from the disclosures made in this Agreement. Miracle Valley acknowledges that it is not buying any interest in a business or operating entity of any kind by and through this Agreement. Miracle Valley acknowledges that Miracle Valley has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by City or others, including, but not limited to, any relating to the description of the physical condition of the RR Property, or the dimensions of the RR Property or any other physical element thereof, the estimated real estate taxes of the RR Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Miracle Valley, or any other data, except as may be specifically represented herein. Miracle Valley has relied on Miracle Valley's own examination and investigation thereof. No person has been authorized to make any representation or warranty on behalf of City.

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

CITY OF DECATUR, ILLINOIS

By:_____

Date:_____

MIRACLE VALLEY

By: Dennis Taylor

Date: 11-30-2023

DATE: 11/22/2023

MEMO: 2023-121

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

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

SUBJECT: State Motor Fuel Tax Compliance Review

SUMMARY RECOMMENDATION:
For the City Council's information, please note the approved Compliance Review of State Motor Fuel Tax use by the City of Decatur for 2020 which was recently completed by the Illinois Department of Transportation. IDOT requests that this be presented to the City Council and filed in the City's permanent records.

This is for your information.

ATTACHMENTS:

Description	Type
Compliance Review	Backup Material

Illinois Department of Transportation
Office of Highways Project Implementation / Region 4 / District 7
400 West Wabash / Effingham, Illinois 62401-2699

October 19, 2023

COMPLIANCE REVIEW
2020
City of Decatur

Ms. Kim Althoff
Decatur City Clerk
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

Dear Ms. Althoff:

Enclosed is a copy of the Compliance Review(s) covering the receipt and disbursement of Motor Fuel Tax funds by your city for the period beginning January 1, 2020 through December 31, 2020.

After receipt of this letter, this report should be presented to your board at its first regular meeting and then filed as a permanent record in your office.

Very truly yours,

Jeffrey P. Myers, P.E.
Region Four Engineer

By:
Brett Walker, P.E.
District Engineer of Local Roads and Streets

CMB:kb

Enclosure

Illinois Department of Transportation

Compliance Review Cover Sheet

Agency: CITY OF DECATUR	
Compliance Review for: [X] Motor Fuel Tax [ ] Township Bridge [ ] Special Assessment [ ] G.O. Bond Issue [ ] MFT Fund Bond Issue	Compliance Review Year(s): 2020 Compliance Review Number: 77 Date: January 17, 2022

Illinois Department of Transportation

Compliance Reviewer's Certificate

CITY OF DECATUR

Compliance Review No. 77

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the City of DECATUR for the period beginning Jan. 1, 2020 and ending Dec. 31, 2020, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the compliance review findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the City Clerk and City Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the City maintained by the City Clerk and have found them to be in accordance therewith exceptions noted in the compliance review findings.

Carly Boyer
Reviewer

REVIEWED AND APPROVED BY

District Local Roads and Streets Engineer

Date: 10/17/23

Illinois Department of Transportation

Reviewer's Comments

CITY OF DECATUR

Compliance Report No. 77

Audit Period: Jan. 1, 2020 to Dec. 31, 2020

Purpose of Compliance Review:	To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2020

The other receipts to the Motor Fuel Tax Fund were received as follows:

Interest 2020	12,621.32
Reimbursement	2,313,081.95
	955,000.00
RBI 1 & 2	1,672,246.44
Total received:	$4,952,949.71

SIGNED Carly Boyer

Illinois Department of Transportation

Fund Balance and Bank Reconciliation

CITY OF DECATUR

Compliance Review Report No. 7

Compliance Reivew Period Jan. 1, 2020 - Dec. 31, 2020

Date: January 17, 2022

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants		
Balance Previous Compliance Review	2,332,642.21	(605,341.20)	1,727,301.01			
Allotments	2,851,635.01	0.00	2,851,635.01			
Total MFT Funds	5,184,277.22	(605,341.20)	4,578,936.02			
Approved Authorizations	(1,820,703.80)	1,820,703.80	0.00			
Other Receipts		4,952,949.71	4,952,949.71			
Total	3,363,573.42	6,168,312.31	9,531,885.73			
Disbursements		9,530,611.24	9,530,611.24			
Surplus (Credits)	2,136,818.20	(2,136,818.20)	0.00			
Unexpended Balance	5,500,391.62	(5,499,117.13)	1,274.49			

Bank Reconciliation	
Balance in Fund per Bank Certificate Dec. 31, 2020	1,274.49
Deduct Outstanding Warrants	
Add Outstanding investments	0.00
Additions	
Subtraction's	
Net Balance in Account Dec. 31, 2020	1,274.49

Certified Correct Carly Boyer
Reviewer

ACCOUNT / ACCOUNT NAME / PER JNL SRC EFF DATE REFERENCE		BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
12 490 APP 12/15/20 CITY			.00	7,161.00	-365,097.99	
12 546 CRP 12/16/20	CASH RECEIPTS JOURNAL		3,053.42	.00	-362,044.57	
12 698 APP 12/22/20 CITY			.00	19,030.87	-381,075.44	
12 898 CRP 12/30/20	CASH RECEIPTS JOURNAL		186.64	.00	-380,888.80	
12 945 APP 12/31/20 CITY			.00	3,929,142.26	-4,310,031.06	
12 1098 CRP 12/31/20	CASH RECEIPTS JOURNAL		21,191.74	.00	-4,288,839.32	
12 1119 GEN 12/31/20	DECEMBER 2020 MFT REIMBURSEM		.00	65,034.15	-4,353,873.47	
12 1134 GEN 12/31/20	BOND INT ALLOCATION DEC 2020		150.95	.00	-4,353,722.52	
12 1141 GEN 12/31/20	RCD INTERFUND LOAN 12/31/20		955,000.00	.00	-3,398,722.52	
		1,727,301.01	7,833,297.47	11,232,019.99	-3,398,722.52	-1,671,421.51
46 -00-00-000-00-105040-		.00				
CASH - REBUILD ILLINOIS						
10 961 GEN 10/31/20	RE-ALLOC CASH/INT/INV REBUIL		1,672,246.44	.00	1,672,246.44	
11 809 GEN 11/30/20	BOND INTEREST ALLOCATION		233.85	.00	1,672,480.29	
11 810 GEN 11/30/20	CASH XFER OCT INV INCOME		98.35	.00	1,672,578.64	
12 1134 GEN 12/31/20	BOND INT ALLOCATION DEC 2020		117.36	.00	1,672,696.00	
		.00	1,672,696.00	.00	1,672,696.00	1,672,696.00
46 -00-00-000-00-130570-		21,036.00				
A/R STATE MAINTENANCE INCOME						
		21,036.00	.00	.00	.00	21,036.00
46 -00-00-000-00-130650-		452,076.00				
A/R FEDERAL GRANTS						
		452,076.00	.00	.00	.00	452,076.00
46 -00-00-000-00-130675-		478,155.00				
A/R STATE GRANTS						
		478,155.00	.00	.00	.00	478,155.00
46 -00-00-000-00-130750-		570,932.03				
ALLOTMENT RECEIVABLE						
		570,932.03	.00	.00	.00	570,932.03
46 -00-00-000-00-131000-		145,023.38				
ACCTS RECEIVABLE						
1 408 GBI 01/09/20	GB INVOICE ENTRY		112,036.83	.00	112,036.83	
1 450 GBM 01/10/20	GB INVOICES		.00	676.54	111,360.29	
1 768 GBI 01/17/20	GB INVOICE ENTRY		14,536.00	.00	125,896.29	
1 845 CRP 01/21/20 035	CASH RECEIPTS JOURNAL		.00	253.13	125,643.16	
1 845 CRP 01/21/20 035	CASH RECEIPTS JOURNAL		.00	4,955.11	120,688.05	
1 845 CRP 01/21/20 035	CASH RECEIPTS JOURNAL		.00	2,989.48	117,698.57	
1 845 CRP 01/21/20 035	CASH RECEIPTS JOURNAL		.00	77,741.55	39,957.02	
1 845 CRP 01/21/20 035	CASH RECEIPTS JOURNAL		.00	81,518.97	-41,561.95	
1 845 CRP 01/21/20 035	CASH RECEIPTS JOURNAL		.00	95,922.56	-137,484.51	
1 845 CRP 01/21/20 035	CASH RECEIPTS JOURNAL		.00	19,786.26	-157,270.77	
1 1041 GBM 01/24/20	GB INVOICES		.00	.04	-157,270.81	
1 1064 CRP 01/24/20 035	CASH RECEIPTS JOURNAL		.00	4,863.75	-162,134.56	
1 1064 CRP 01/24/20 035	CASH RECEIPTS JOURNAL		.00	502.86	-162,637.42	
1 1064 CRP 01/24/20 035	CASH RECEIPTS JOURNAL		.00	26.42	-162,663.84	
1 1093 GBI 01/27/20	GB INVOICE ENTRY		28,800.00	.00	-133,863.84	

Illinois Department of Transportation

Investment Schedule
Motor Fuel Tax Funds

Compliance Review Report No. 77

CITY OF DECATUR

Date of Purchase	Date of Maturity or Redemption	Purchase Cost	Value at Maturity or Redemption	Interest Earned	Outstanding Dec. 31 2020	Type of Investment
				12,270.11		Comingled Account
				351.21		Rebuild IL Account
				12,621.32	0.00	

REMARKS: _____

Illinois Department of Transportation

Summary of Motor Fuel Tax Fund Transactions
By Sections and Categories

Compliance Review Report No. 77

Compliance Review Period: January 1, 2020 - December 31, 2020

CITY OF DECATUR

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements	
					0.00			0.00		0.00	
Maintenance					137,198.96		137,198.96	0.00		0.00	
18-00000-00-GM	137,198.96				292,977.39		292,977.39	0.00		0.00	
19-00000-00-GM	292,977.39				962,917.29	786,550.39		176,366.90		786,550.39	
20-00000-00-GM		845,000.00		117,917.29	0.00			0.00		0.00	
					955,000.00			955,000.00		0.00	transfer out 1/22
Dec Loan				955,000.00	0.00			0.00		0.00	
					0.00			0.00		0.00	
17-00706-00-BR					0.00	407,785.62		(407,785.62)	338,767.36	746,552.98	
Engineering					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
18-00805-00-BR					20,932.25	26,856.57		(5,924.32)	209,893.49	236,750.06	
Engineering	(128,361.69)	149,293.94			0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
19-00908-00-FP					3,933.69	6,900.74		(2,967.05)	353,173.56	360,074.30	
	3,933.69				0.00			0.00		0.00	
					0.00			0.00		0.00	
18-00802-00-BR					8,887.14	8,887.14		0.00	121,464.24	130,351.38	
Construction	8,887.14				0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
17-00933-00-LA					(46,546.86)	191,415.34		(237,962.20)	194,044.42	385,459.76	
CTM Engineering	(46,546.86)				55,571.45	939,496.48		(883,925.03)	485,210.53	1,424,707.01	
ROW	(406,067.79)			461,639.24	0.00	3,857,431.00		(3,857,431.00)		3,857,431.00	
Ameren					0.00	3,262.11		(3,262.11)		3,262.11	
RR Eng					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
TOTALS	(137,979.16)	994,293.94	0.00	1,534,556.53	2,390,871.31	6,228,585.39	430,176.35	(4,267,890.43)	1,702,553.60	7,931,138.99	

Compliance Review Period: January 1, 2020 - December 31, 2020

F DECATUR

ection	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
					0.00			0.00		0.00
0933-01-BR					0.00	6,230.97		(6,230.97)	7,364.62	13,595.59
RR Eng	(251,757.45)			1,733,525.42	1,481,767.97	2,427,395.92		(945,627.95)	779,174.25	3,206,570.17
ECOM Eng	(250,000.00)				(250,000.00)			(250,000.00)	250,000.00	250,000.00
ROW					0.00	28,562.51		(28,562.51)		28,562.51
ADM					0.00			0.00		0.00
					0.00			0.00		0.00
)-00008-00-FP		650,000.00			650,000.00	502,355.53		147,644.47		502,355.53
Construction					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
19-00934-00-BR		17,984.32			17,984.32	17,984.32		0.00		17,984.32
Engineering					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
19-00935-00-BR		28,943.27			28,943.27	28,943.27		0.00		28,943.27
Engineering					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
19-00904-00-BR		129,482.27			129,482.27	233,052.69		(103,570.42)		233,052.69
Engineering					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
Interest	11,235.27				11,235.27		11,235.27	0.00		0.00
2018	23,160.14				23,160.14		23,160.14	0.00		0.00
2019				12,621.32	12,621.32			12,621.32		0.00
2020					0.00			0.00		0.00
				836,123.22	836,123.22		836,123.22	0.00		0.00
RBI 1				836,123.22	836,123.22		836,123.22	0.00		0.00
RBI 2					0.00			0.00		0.00
TOTALS	(467,362.04)	826,409.86	0.00	3,418,393.18	3,777,441.00	3,244,525.21	1,706,641.85	(1,173,726.06)	1,036,538.87	4,281,064.08

Illinois Department of Transportation

Compliance Review Report No. 77

Compliance Review Period: January 1, 2020 - December 31, 2020

OF DECATUR

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
Meadowlark Dr					0.00			0.00		0.00
0-00002-00-BR					0.00			0.00		0.00
RBI Eng					0.00	57,500.64		(57,500.64)		57,500.64
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00

Comingled acct

BEGINNING BALANCE: 1,727,301.01
OUTSTANDING CHECKS:
DEPOSITS IN TRANSIT
ADJUSTED BALANCE: 1,727,301.01

DATE	CHECK NO	SECTION	PAYEE	ALLOTMENT	INTEREST	INVESTMENT DEBIT	INVESTMENT CREDIT	MAINT	CONSTRUCTION	OTHER	BALANCE
										140,046.04	1,922,656.02
1/1/2020		09-00933-01-BR	AECOM	334,151.36	1,249.69						1,814,104.56
		Maint rec macon co	compass minerals, salt GM			5,393.03		c 113,944.49			1,990,344.90
		17-00933-LA	Macon Co Devl- move exp			187,244.50			11,004.16		2,046,408.73
		19-00935-00-BR				95,922.56	28,800.00			11,058.73	2,070,290.45
		19-00934-00-BR				28,800.00				4,918.28	2,055,754.45
		17-933 LA	CTM Eng							14,536.00	2,026,592.58
			wages/signals					29,161.87			2,216,768.01
2/1/2020		09-00933-01-BR	AECOM	236,781.25	1,175.69					47,781.51	2,188,205.50
		09-00933	ADM						28,562.51		1,780,419.88
		17-00706-00-BR	state treasurer						407,785.62		1,780,048.63
		20 GM streets	Lucity pavt asses					c 371.25			1,775,472.38
		09-00933-01-BR	Norfolk RR eng							4,576.25	1,669,663.87
		09-00933-01 BR	AECOM							105,808.51	1,659,538.49
		17-00933-00-LA	CMT Eng							10,125.38	1,650,153.23
		19-00935-00-BR	AECOM							9,385.26	1,611,087.86
			wages/signals					39,065.37			1,959,569.34
3/1/2020		20 GM streets	Lucity pavt asses	234,236.04	2,411.11	112,036.83		c 202.50			2,136,078.12
		20 GM salt	compass minerals		653.91	200,000.00		c 24,145.13		112,465.14	2,050,373.58
		09-00933-00-BR	AECOM			26,760.60				7,361.64	2,043,011.94
		19-00935-00-BR	AECOM								2,005,633.81
		20 GM salt	compass minerals					a 37,378.13			1,965,178.09
		20 GM salt	compass minerals					a 40,455.72		5,885.68	1,959,292.41
		17-00933-00-LA	CMT Eng								1,912,952.26
		20 GM	wages/signals					46,340.15			1,273,894.47
4/1/2020		17-00933-00-LA	ROW smith family partners	242,487.39	50.33				881,595.51		1,268,206.39
		19-00934-00-BR	AECOM			1,596.18				5,688.08	1,269,802.57
		20 GM	signal reimb								1,248,870.32
		18-00805-00-BR	WHKS Eng							20,932.25	1,190,019.22
		19-00904-00-BR	WHKS Eng							58,851.10	1,085,244.17
		09-00933-00-BR	AECOM							104,775.05	1,031,878.10
		20GM	wages/signals					53,366.07			2,093,821.23
5/1/2020			RBI 1 deposit	225,767.98	51.93	836,123.22				5,278.85	2,088,542.38
		19-00934-00-BR	AECOM							8,746.34	2,079,796.04
		17-00933-00-LA	CTM Eng			17,205.27					2,097,001.31
		Maint rec from state	20 GM signal reimb			2,787.20					2,051,705.15
		2020 GM	wages/signals					48,083.36			2,124,394.21
				72,611.26	77.80						2,233,133.33
6/1/2020				106,147.29	2,591.83						2,445,977.44
						212,844.11				174,176.96	2,271,800.48
										1,535.83	2,270,264.65
		09-00933-00-BR	AECOM						233.00		2,270,031.65
		19-00934-00-BR	AECOM						2,855.64		2,267,176.01
		17-00933-00-LA	Macon Co collect						564.14		2,266,611.87
		17-00933-00-LA	Macon Co collect						2,752.76		2,263,859.11
		17-00933-00-LA	Macon Co collect							11,774.65	2,252,084.46
		17-00933-00-LA	Macon Co collect								2,252,436.89
		17-00933-00-LA	CMT Eng			352.43					2,282,983.95
		17-00933 LA	property closing			30,547.06					2,332,743.77
						49,759.82				104,614.02	2,228,129.75
		Maint rec from state	20 GM signal reimb						13,946.10		2,214,183.65
		09-00933-00-BR	AECOM							3,717.84	2,210,465.81
		17-00933-00-LA	Macon Co Devl- move exp						2,500.00		2,207,965.81
		20-00002-00-BR	Clark Dietz Eng					a 11,848.00			2,196,117.81
		17-00933-00-LA	Macon Co Devl- move exp						1,550.53		2,194,567.28
		20 GM replc cabinet	Mobotrex			77.32	77.32	43,369.39			2,151,197.89
		17-00933-00-LA	Smith Family Partner								
			Wages/signals								

Printed 3/1/2022

BLR 15S0002 (Rev. 06/07)

			Debit	Credit					
									3,171,395.66
		RBI 2 deposit	183,917.34	83.38					2,820,092.70
	20-00008-00-BR	Dunn Co		73.83	836,123.22				2,810,733.32
	17-00933-00-LA	CMT Eng						351,302.96	2,808,907.08
	19-00904-00-BR	WHKS Eng						9,359.38	2,799,487.06
	19-00904-00-BR	WHKS Eng						1,826.24	2,783,087.06
	19-00904-00-BR	WHKS Eng						9,420.02	2,781,949.42
	19-00935-00-BR	AECOM						16,400.00	2,781,437.49
	19-00934-00-BR	AECOM						1,137.64	
								511.93	
	20-00002-00-BR	SKS Eng						4,511.00	2,776,926.49
	20-00002-00-BR	Clark Dietz Eng						8,626.01	2,768,300.48
	20 GM	wages/signals	225,064.40	108.30	2,711.17				2,740,583.55
/1/2020					714,547.16		27,716.93		2,965,756.25
	20 GM	Maint reciepts macon co			306,852.82				2,968,467.42
	Eng reimb	09-00933-01-BR			308,056.59				3,683,014.58
	Eng reimb	09-00933-01-BR						481,356.79	3,989,867.40
	Eng reimb	17-00933-00-LA						3,171.46	4,297,923.99
	09-00933-00-BR	AECOM					31,363.43	104,565.66	3,816,567.20
	17-00933-00-LA	CTM Eng							3,813,395.74
	09-00933-01-BR	AECOM							3,708,830.08
	20-00008-00-BR	Dunn Co			186.64	186.64			3,557,777.51
	20GM	wages/signal	262,628.63	2,822.82	186.64				3,526,414.08
					13,846.18			151,052.57	3,791,865.53
9/1/2020	Maint rec from state	20GM signal reimb							3,792,052.17
	Maint rec from state	20GM signal reimb							3,805,898.35
	19-00904-00-BR	WHKS Eng						21,766.19	3,784,132.16
	20-00002-00-BR	Clark Dietz						4,476.40	3,779,655.76
	18-00805-00-BR	WHKS eng						3,990.88	3,775,664.88
	19-00934-00-BR	AECOM						51.35	3,775,613.53
	09-00933-01-BR	Norfolk railroad eng						1,654.72	3,773,958.81
	09-00933-01-BR	AECOM						199,640.90	3,574,317.91
	17-00933-00-LA	CTM Eng						37,736.35	3,536,581.56
	18-00802-00-BR	Reyhan Bros						8,887.14	3,527,694.42
	19-00904-00-BR	WHKS Eng						21,218.72	3,506,475.70
	20GM	wages/signals	141,653.74	316.70					3,474,511.55
			102,293.79						3,616,481.99
10/1/2020							31,964.15		3,718,775.78
	20-00002-00-BR	Clark Dietz						9,257.44	3,709,518.34
	State grant 17-933 LA	CTM Eng						15,156.47	3,694,361.87
	18-00805-00-BR	WHKS Eng						965.44	3,693,396.43
	19-00904-00-BR	WHKS Eng						43,450.88	3,649,945.55
	20-00002-00-BR	Clark Dietz						15,912.15	3,634,033.40
	Fed Grant 09-933	AECOM						172,998.60	3,461,034.80
	Fed Grant 09-933	AECOM						43,249.65	3,417,785.15
	20 GM	Wages/signals							3,370,794.46
							46,990.69		3,370,794.46
		RBI transfer	240,708.10	451.84		1,672,246.44			1,698,548.02
11/1/2020	20-00002-00-BR	Clark Dietz						8,850.05	1,939,707.96
	17-00933-00-LA	Macon Co collect							1,930,857.91
	State Grant 17-933	CTM Eng						15,333.64	1,915,524.27
	Fed Grant 09-933	AECOM						10,672.64	1,904,851.63
	Fed Grant 09-933	AECOM						508,733.67	1,396,117.96
	State Grant 933	Norfolk RR Eng						127,183.42	1,268,934.54
	20 GM	Wages/signals						3,262.11	1,265,672.43
		RBI interest transfer	243,186.44	150.95					1,179,903.20
	18-00805-00-BR	WHKS Eng				98.35	85,769.23		1,179,804.85
12/1/2020	State Grant 17-933	CTM Eng						968.00	1,422,174.24
	19-00904-00-BR	WHKS Eng			3,053.42			8,485.48	1,413,688.76
	17-00933-00-LA	Smith Family Partner					9,980.38	44,173.79	1,369,514.97
		Maint reciepts macon co							1,362,353.97
	20 GM striping	Macon Co Hwy						7,161.00	1,365,407.39
	20-00002-00-BR	Clark Dietz			186.64				1,355,427.01
	19-00908-00-FP	Dunn Co						2,149.75	1,353,277.26
	Maint rec from state	20 GM signal reimb							1,346,376.52
	Fed Grant 17-933 LA	Ameren						6,900.74	1,346,563.16
	State Grant 17-933	CTM Eng			21,191.74				(1,739,381.64)
	Fed Grant 17-933 LA	Ameren						3,085,944.80	(1,795,147.15)
	19-00904-00BR	WHKS			955,000.00			55,765.51	(2,566,633.35)
	Maint rec from state	20GM signal, repair reimb						771,486.20	(2,582,579.10)
								15,945.75	(2,561,387.36)
	did this go in and out?	Loan							(1,606,387.36)
	wages/signals	Dec 20 MFT reimb transfer?							(1,671,421.51)
TOTALS:			2,851,635.01	12,270.11	4,969,392.35	1,701,408.75	786,550.39	5,751,419.02	2,992,641.83	(1,671,421.51)

BEGINNING BAL
OUTSTANDING CHECKS:
DEPOSITS IN TRANSIT 0.00
ADJUSTED BALANCE:

RBI

DATE	CHECK NO	SECTION	PAYEE	ALLOTMENT	INTEREST	INVESTMENT DEBIT	INVESTMENT CREDIT	MAINT	CONSTRUCTION	OTHER	BALANCE
						1,672,246.44					1,672,246.44
10/31/2020					233.85						1,672,480.29
						98.35					1,672,480.29
11/1/2020											1,672,578.64
					117.36						1,672,578.64
12/1/2020											1,672,578.64
											1,672,696.00
											1,672,696.00
											1,672,696.00

Illinois Department of Transportation

Local Public Agency General Maintenance

Maintenance Expenditure Statement

Submittal Type: Original

Local Public Agency	County	Section Number	Maintenance Period Beginning	Maintenance Period Ending
City of Decatur	Macon	20-00000-00-GM	01/01/20	12/31/20

Maintenance Items

Maintenance Operation	Maint Eng Category	LPA Labor	LPA Equipment Rental	Materials/ Contracts (Non Bid)	Materials/ Deliver &Install, Request for Quotations (Bid Items)	Formal Contract (Bid Items)	Total Operation Cost	Operation Engineering Inspection Fee
Traffic Operations		$217,095.17		$331,129.58			$548,224.75	
Street - Concrete							0	
Streets - Asphalt								
Streets - Striping					$9,980.38		$9,980.38	
Streets - Salt				$215,923.47			$215,923.47	
Traffic - Material				$11,848.00			$11,848.00	
Traffic - Lucity				$573.75			$573.75	
						Total Cost	$786,550.35	
							39	

Maintenance Engineering Cost Summary

	Costs
Preliminary Engineering Fee	
Engineering Inspection Fee	
Material Testing Costs	
Advertising Costs	
Bridge Inspection Costs	
Maintenance Engineering Total	

	Maintenance	Maint. Engineering
Total Maintenance Program Costs	$786,550.35 39	$0.00
Contributions, Refunds, Paid with Other Funds	$117,917.29	$0.00
Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion	$668,633.06 10	
Motor Fuel Tax Portion	$668,633.06 10	
Motor Fuel Tax Authorized	$845,000.00	
Surplus/Deficit	$176,366.94 90	
Rebuild Illinois Portion	$0.00	
Rebuild Illinois Authorized	$0.00	
Surplus/Deficit	$0.00	
The difference between, "Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion," "Motor Fuel Tax Portion," and "Rebuild Illinois Portion" must equal zero (0).	$0.00	$0.00

Remarks

☒ **I hereby certify that the maintenance operations shown above were completed in accordance with Illinois State Statues and Bureau of Local Roads Streets Manual, for the work during the maintenance period stated above, and that receipted bills are on file and available for review.**

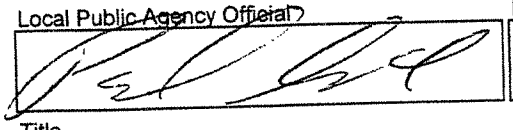
Maintenance Expenditure Statement

Submittal Type: Original

Local Public Agency	County	Section	Maintenance Period Beginning	Maintenance Period Ending
City of Decatur	Macon	20-00000-00-GM	01/01/20	12/31/20

SUBMITTED

Local Public Agency Official



Date: 3/9/22

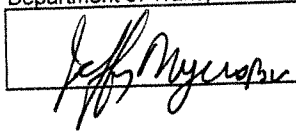
Title: City Engineer

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer
Department of Transportation



Date: 10/12/23

City of Decatur, Illinois

PHONE 217-424-2762 FAX 217-424-2772

Purchase Order

Fiscal Year 2020 Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **58073**

Bill To

ACCOUNTS PAYABLE
CITY OF DECATUR
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523
TELEPHONE: 217-450-2228 FAX: 217-450-2264
EMAIL: accountspayable@decaturil.gov

Vendor

CLARK DIETZ, INC.
1817 S. NEIL STREET
CHAMPAIGN, IL 61820-7268

Ship To

CITY OF DECATUR
#1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523

section 20-00002-00-BR

Tax Exemption Number E99948699

DATE ORDERED	VENDOR NUMBER	VENDOR PHONE NO.	VENDOR FAX NO.	DELIVERY REFERENCE
05/28/2020	7043	217-373-8900	217-373-8923	KIRSTEN BORN

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BRIDGE DESIGN SERVICES FOR THE MEADOWLARK BRIDGE OVER CATERPILLAR DITCH IMPROVEMENT CITY PROJECT 2020-02 APPROVED BY COUNCIL 3/16/2020 R2020-48 $98,265.00 46484606 - 489050 - 20-02	1.0		$98,265.00	$98,265.00
	GL SUMMARY 46484606 - 489050 - 20-02 $98,265.00				

6-16-2020 Payment 1
7-14-2020 Payment 2
8-31-2020 Payment 3
10-1-2020 Payment 4
10-23-2020 Payment 5
11-18-2020 Payment 6
12-18-2020 Payment 7
1-19-2021 Payment 8
2-17-2021 Payment 9
3-12-2021 Payment 10
4-13-2021 Payment 11
5-20-2021 Payment 12

$3,719.34
$5,636.01
$4,476.40
$9,257.44
$15,412.15
$8850.05 / 50839.89
$2,149.75
$3,395.53
$8,399.06
$4,151.14
$2,311.49

$94,547.16
$85,921.15
$81,244.75 $9.05
$72,187.31
$56,275.16
$49,425.11
$45,275.36
$43,559.71
$40,216.18
$31,817.12
$29,665.98
$24,359.79 74

after 15 yrs 0.05

over 7

FOB: Decatur, IL unless stated otherwise.

The City of Decatur may cancel this purchase order at any time and reserves the right to purchase single items without affecting the unit price.

Deborah M. Perry
Purchasing Agent

Purchase Order Total $98,265.00

PURCHASING COPY

$24,354.74

Balance				
7-20-2021	Payment	13	$1,934.34	$22,420.45
9-21-2021	Payment	14	$1,878.56	$20,541.89
11-17-2021	Payment	15	$1,472.90	$19,068.99
12-16-2021	Payment	16	$1,322.64	$17,746.35
4-11-2022	Payment	17	$1,833.25	$15,913.10 05