Monday, October 17, 2022
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

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

III. Approval of Minutes

Approval of Minutes of October 3, 2022 City Council Meeting

IV. Unfinished Business

V. New Business

1. Discussion Item: 2023 Tax Levy Ordinance
2. Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2023
3. Resolution Authorizing Collective Bargaining Agreement for Pay and Benefits - AFSCME Council 31 and Local 268, General Service Employees
4. Resolution Accepting the Bid Price from Oak Brothers Tree Care & Removal, LLC for Tree Removal - Various Locations
5. Resolution Authorizing an Agreement with Archer Daniels Midland Company to Improve the City Portion of Christmas Tree Road
6. Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Provide Final Services for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01
7. Resolution Accepting Metro Communications Company, Inc. Invoice for Installation of a Fiber Conduit Raceway Starting at Grand Avenue & Calhoun Street and Ending at the Southeast Corner of 22nd Street & Locust Avenue
8. Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and CDWG for Wireless Routers and Antennas to be Purchased with Federal Grant Funding

9. Resolution Approving an Agreement Between the City of Decatur and Decatur Area Habitat for Humanity Regarding American Rescue Plan Funds

10. Resolution Authorizing an Agreement Between the City of Decatur, Illinois, and Lindy Lu LLC., for the Sale of Retired Fire Station #3 Located at 1308 and 1316 West Eldorado St.

11. 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 Approving Appointment - Decatur Metropolitan Exposition Auditorium & Office Building Authority (d.b.a. Civic Center Board Authority)

    B. Resolution Approving Reappointments - Decatur Metropolitan Exposition Auditorium & Office Building Authority (d.b.a. Civic Center Board Authority)

    C. Resolution Authorizing Lake Decatur Watershed Protection Program Agreement with Leslie William Good and Bridget Lynne Good

    D. Resolution Authorizing a Representative to Sign Loan Documents for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01

    E. Resolution Authorizing a Representative to Sign Loan Documents for the South Water Treatment Plant Electrical Improvements City Project 2022-18

    F. Resolution Authorizing Action Regarding Unsafe Structures

VI. Other Business

VII. Adjournment

Monthly Reports, September, 2022

SUBJECT: Approval of Minutes of October 3, 2022 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of October 3, 2022 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, October 3, 2022

On Monday, October 3, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper and Lisa Gregory. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

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

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the September 19, 2022, Regular City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-157 Resolution Accepting State of Illinois Joint Purchasing Contract Holder Bid Price of Morrow Brothers Ford, Inc., for the Purchase of One (1) 2022 F550 Extended Cab 4x4 Chassis, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Matt Newell, Public Works Director gave an overview of the following three Resolutions and answered questions from Council members.

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

R2022-158 Resolution Accepting the Quote of Wachs Utility Products for the Purchase of One Valve Turner Maintenance Package, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-159 Resolution Accepting the Low Bid of Homer Tree Care, Inc. for Lake Embankment Tree and Shrub Removal, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-160 Resolution Authorizing a Redevelopment Agreement with CCI Properties LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jon Kindseth, Deputy City Manager gave an overview of the following four Resolutions and answered questions from Council members.

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

R022-161 Resolution Authorizing Agreement with Hawk-Atollo for Power Purchase Agreement Regarding Solar Canopy Project, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-162 Resolution Authorizing Amendment to Intergovernmental Cooperation Agreement with Decatur Metropolitan Exposition, Auditorium and Office Building Authority Regarding Solar Canopy Project, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-163 Resolution Authorizing Agreement with Ameren Illinois Company for Interconnection Solar, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R022-164 Resolution Accepting the Bid Authorizing the Execution of a Contract with Kinney Contractors, Inc. for 2021 Lake Grove Club Retaining Wall, City Project 2021-20, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2022-165 Resolution Accepting Presidio Network Solutions Group, LLC Quote for Purchase of Two Master Network Switches, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Jim Edwards, Director of IT gave an overview of the Resolution and answered questions from Council members.

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

R2022-166 Resolution Accepting the Bid and Awarding a Contract to Waste Management for Downtown Garbage Service, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council members.

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

R2022-167 Resolution Authorizing Agreements with U.S. Department of Housing and Urban Development for CDBG & HOME FY2022 Grant Funds, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2022-168 Resolution Authorizing Agreements for City Owned and Leased Properties Under the Ameren Public Sector HVAC and Water Heater Incentive Program, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton and Deputy City Manager Kindseth gave an overview of the Resolution and answered questions from Council members.

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

Councilman Faber exited the Council Chamber at 6:20 p.m.

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

Item A. R2022-169 Resolution Approving Reappointment-Decatur Housing Authority
Item B. R2022-170 Resolution Regarding Halloween Trick or Treat Hours

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

Councilman Faber returned to the Council Chamber at 6:24 p.m.

R2022-171 Resolution Authorizing Lake Decatur Watershed Protection Program Agreement with Dale & Dyann R. Aupperle and Ryan & Rachel Aupperle, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council members.

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

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

Councilman Culp commended the Decatur Firefighters for all they do, but also reminded the Public and City Council that the firefighters have been without a contract for 3 years. Councilwoman Gregory added a thank you to the firefighters and mentioned that contract negotiations are on-going, but it takes both sides to come to an agreement. Councilman Horn

thanked the firefighters and encouraged everyone involved to come to an agreement. Councilman Cooper added that he would like both parties to come together to settle the contract.

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

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:29 p.m.

Approved_____
Angela Harper
Deputy City Clerk

DATE: 10/13/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Discussion Item: 2023 Tax Levy Ordinance

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Tax Levy Options	Backup Material

October 13, 2022

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Gregg Zientara, Treasurer/Chief Financial Officer

RE: Council Discussion Item of 2022/2023 Property Tax Levy

The city's property tax levy (for taxes payable in 2023) will not be adopted by the City Council until December. However, to build a FY 2023 proposed budget, staff needs to anticipate key revenues for insertion into what will eventually become the City Manager's Recommended Budget for next year. One of the largest of these revenues is property taxes. Consequently, a council discussion of property tax levy options occurs early in the annual budget process.

The city of Decatur does not set the total property tax levy, or determine property values, or send out property tax bills. Each local government *independently* determines the total dollars they seek to derive from an annual property tax levy. Equalized assessed values are set by township and county governments. The aggregated tax requests from all local governments are then assembled by Macon County (including the county's own levy) and then the county sends out a consolidated property tax bill to each property owner. Last year, school districts collected about half of the total property tax levy in Decatur. About 15% of the levy went to the city; about 11% went to the park district; about 10% went to county government; and the remaining 14% went to all other local governments combined (townships, sanitary district, conservation district, community college district, mosquito abatement district, etc.).

The property tax is a regressive tax (meaning it is not tied directly to a person's ability to pay), and its overall equity is compromised every year by the Illinois General Assembly through the approval of various property tax exemptions awarded to homeowners, the elderly, veterans and other special groups. These exemptions are advanced by the legislature as a way to keep lower income citizens in their homes (i.e., so they are not driven out by high property taxes). In fact, these exemptions provide a targeted way to provide tax relief for some taxpayers, but only serve to temporarily and unequally mitigate the fact that Illinois property taxes are among the highest in the nation. Illinois' system of funding local governments—especially public schools—does not provide sufficient non-property tax options. Consequently, local governments have turned for decades to property taxes to provide basic governmental services.

The city of Decatur cannot fix this broken system of taxation; but it has sought to ease the burden imposed on taxpayers. Even though the city comprises just 15% of the total property tax levy (depending upon what school district and township a property owner lives in), the Decatur City Council has moderated property tax increases in recent years and refrained from levying as much property tax as the law allows. It has done this by making only small increases in the levy, calculated to capture only new construction, new annexation and other natural

growth in the city's total equalized assessed value. To do this, the City Council has dipped into its General Fund reserves to pay growing pension costs in an effort to stave-off significant property tax increases. The city could continue pursuing this strategy while developing new revenue streams, were it not for the rapid growth in public safety pensions.

Many years ago, portions of the city property tax levy were allocated for public transportation, road improvements, and numerous other local government functions. Over the years, however, these sub-levies have been pushed out by the funding demands of fire and police pensions. Today the city property tax levy has only five components (in order of their size): fire pension, police pension, public library, bonded debt, and the municipal band. In 2023 fire and police pension funding is projected to consume 74% of the entire city of Decatur property tax levy—a percentage that continues to grow every year. While the library and municipal band sub-levies have stayed comparatively flat year over year, the amount dedicated to bond retirement shrinks each year just to offset increases in pension requirements and make it possible for the City Council to have a relatively flat property tax levy year-over-year.

As we have in previous years, the staff has prepared several options for the City Council to discuss (see attached). The first option assumes the city will levy exactly the same dollar amount as the previous year (thereby reducing the levy from 1.6908 to 1.6224). The second assumes that the city will increase its levy only enough to capture additions to the total equalized assessed value derived from annexation, new construction and natural growth. The third proposes to extend the levy to cover a portion of the aggregated pension, library and debt requirements, but requires that the city take partial advantage of increases in equalized assessed values to do so. The fourth proposes to extend the levy to cover all of the city's aggregated pension, library and debt requirements. The fourth option protects the city's General Fund reserves, but it results in the greatest rise in property tax rates.

It is recommended that the City Council adopt a version of Option #3, fine-tuned to fit the council's eventual budget. By contrast, Option #1 is not a sustainable budgeting or funding strategy; Option #2 requires depletion of too much of the city's projected unrestricted cash reserves; and Option #4 simply puts too much strain on taxpayers. The fact that the governing body faces these difficult revenue generation choices is why new and alternative General Fund revenue streams should be examined. These might include push taxes, real estate transfer fees, rental and vacant property registration revenues, selling electricity, selling assembled tracts of real estate, etc. But none of these are ready for roll-out, and none of them can serve, yet, as a meaningful replacement for property taxes. Until major alternative revenue streams can be developed, the city must try and slow the growth of its public safety pension funds and annually make decisions about how to make increases in property tax rates in ways that are the least burdensome for taxpayers.

City of Decatur, Illinois
2022 Property Tax Levy
Tax Levy Options
for Council Consideration

Dollars (whole)	2021 Current Tax Levy	2022 Proposed Tax Levy Option 1	2022 Proposed Tax Levy Option 2	2022 Proposed Tax Levy Option 3	2022 Proposed Tax Levy Option 4
Option Description		**No change in levy $ tax rate floats**	**Levy $ 2.5% increase tax rate floats**	**Levy $ 4.2% increase flat tax rate**	**Levy $ necessary tax rate floats**
AV Assumptions		**AV growth 4% new construct annexation**	**AV growth 4% new construct annexation**	**AV growth 4% new construct annexation**	**AV growth 4% new construct annexation**
Assessed Value $	884,161,072.00	921,400,000.00	921,400,000.00	921,400,000.00	921,400,000.00
General Obligation Bond Debt	1,084,246.58	354,271.30	653,928.00	859,229.00	2,737,449.00
Police Pension	5,200,015.85	5,530,000.00	5,530,000.00	5,530,000.00	5,530,000.00
Firefighter Pension	5,700,008.87	6,100,000.00	6,100,000.00	6,100,000.00	6,100,000.00
Library	2,900,047.95	2,900,047.95	2,972,500.00	3,022,000.00	3,022,000.00
Municipal Band	65,074.25	65,074.25	66,700.00	67,800.00	67,800.00
Rounding	0.50	0.50	-	-	-
Tax Levy	14,949,394.00	14,949,394.00	15,323,128.00	15,579,029.00	17,457,249.00
Levy increase vs Current		0.0%	2.5%	4.2%	16.8%
City Tax Rate	1.69080	1.62247	1.66303	1.69080	1.89464
Tax levy increase vs. current		-	373,734.00	629,635.00	2,507,855.00
Tax Levy necessary to fund requirements		$ 17,457,249.00	$ 17,457,249.00	$ 17,457,249.00	$ 17,457,249.00
General fund required to fund	$ 977,480.00	$ 2,507,855.00	$ 2,134,121.00	$ 1,878,220.00	$ -

Office of the City Treasurer
October 12, 2022

DATE: 10/12/2022

MEMO: Finance Department

TO: Honorable Mayor Moore Wolfe,
Members of the City Council

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance
Jenifer McCoskey, Risk Management Coordinator

SUBJECT: Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2023

ATTACHMENTS:

Description	Type
Council letter	Cover Memo
Resolution	Cover Memo
BCBS ASO Document	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: October 12, 2022

TO: Honorable Mayor Moore Wolfe
City Council

FROM: Scot Wrighton, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance
Jenifer McCoskey, Risk Management Coordinator

SUBJECT: Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar 2023

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached resolution authorizing the agreement for renewal of the administration of the City's self-insured group health benefit plans including claims administration and stop loss insurance for the period January 1, 2023 to December 31, 2023.

BACKGROUND:

BlueCross BlueShield has been the City's third-party administrator for the city self-insured group healthcare benefit plan since 2008 and continues to be an excellent administrator for the group healthcare benefit plan.

BlueCross BlueShield continues to offer the largest network of doctors and hospitals in and out of state and offers the best pricing offerings for coverage for medical care due to its substantial network of medical providers.

	Current 2022	Proposed 2023	% Change
Illinois access fee	1.57%	1.49%	-5.1%
Administration fee	$ 59.60	$ 60.49	1.5%
Rx rebate credit	$ (70.47)	$ (78.44)	-11.30%
Medical rebate credit	$ (2.50)	$ (2.50)	0.0%
Additional services	$ 2.52	$ 2.52	0.0%
Net administration fee	$ (10.85)	$ (17.93)	-65.30%
Stop loss	$ 128.61	$ 134.71	4.7%
Fixed cost per month	$ 120.39	$ 119.46	-0.8%
Projected cost	$ 789,000	$ 783,000	-0.8%

The proposed 2023 fixed cost fees quoted by BlueCross BlueShield will decrease in the aggregate versus the current 2022 fixed cost fees.

The stop loss fee increase is the result of certain medical claim costs exceeding the stop loss level.

Healthcare expense of the city has appeared to return to a more normal level in 2022, following the pandemic period, where in 2020 with the close-down of non-emergent medical services, certain non-emergent medical procedures were deferred to 2021, thus resulting in an increase in such services in 2021.

Further benefiting healthcare costs is the start-up of the City Healthcare clinic in September 2021, which is beginning to demonstrate cost reduction processed through BCBS.

POTENTIAL OBJECTION:

There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

First Mid Bank / JL Hubbard Insurance and Bonds, Rick Semonis, Advisor to the City for Employee Benefit matters

STAFF REFERENCES:

Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

Included in the budget to be presented to Council for deliberation and approval.

RESOLUTION NO. R2022 - _____

RESOLUTION AUTHORIZING AGREEMENT WITH BLUECROSS BLUESHIELD OF ILLINOIS FOR ADMINISTRATION OF THE CITY GROUP HEALTH BENEFIT PLAN FOR CALENDAR YEAR 2023

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

Section 1. That the ASO Benefit Program and Stop Loss coverage presented herewith to the City Council between the City of Decatur, Illinois and BlueCross BlueShield of Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager be, and hereby, authorized to direct the City Treasurer & Director of Finance / Risk Management to execute renewal on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED THIS 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

BlueCross BlueShield of Illinois

10/12/2022

City Of Decatur

ASO Projection
for the period
January 1, 2023 - December 31, 2023

1/1/2023 ASO Medical Renewal

Presented by:

Crystal Schuring

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSIL
Not for use or disclosure outside BCBSIL, Employer, their respective affiliated companies and third-party representatives, except with written permission of BCBSIL.

Accepted By: ***City of Decatur, Illinois***

Date: ***October 12, 2022 (Prnding Council approval)***

City Office of Risk Management

BlueCross BlueShield of Illinois

City Of Decatur

ASO Projection
for the period
January 1, 2023 - December 31, 2023
1/1/2023 ASO Medical Renewal

FEE COMPARISON (BY PRODUCT)

Renewal		PPO	
	Current	**Renewal**	**Change**
Projected Enrollment	539	546	1.3%
Single		199	
Family		347	
Illinois Access Fee	1.57%	1.49%	-5.1%
Administration Fee**	$59.60	$60.49	1.5%
Prescription Drug Rebate Credit	($70.47)	($78.44)	-11.30%
Medical Rebate Credit	($2.50)	($2.50)	0.0%
Additional Services PCPM Fees	$2.52	$2.52	0.0%
Net Administration Fee PCPM	($10.85)	($17.93)	-65.30%
Individual Stop Loss $200,000 Deductible	$128.61	$134.71	4.7%
Aggregate Stop Loss 125% Attachment Factor	$17,037	$17,569	3.1%
Total Fixed Costs PCPM	**$120.39**	**$119.46**	**-0.8%**
Projected Average Claim Value PCPM	$1,549.52	$1,577.38	1.8%
Projected Aggregate Claim Factor PCPM	$1,936.90	$1,971.73	1.8%
Total Projected Costs PCPM	**$1,669.91**	**$1,696.84**	**1.6%**

If a third party stoploss carrier is selected, a Third-Party Stop Loss Carrier fee of $0.50 pcpm will apply.
****Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.***

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSIL
Not for use or disclosure outside BCBSIL, Employer, their respective affiliated
companies and third-party representatives, except with written permission of BCBSIL.

BlueCross BlueShield of Illinois

City Of Decatur

ASO Projection
January 1, 2023 - December 31, 2023
1/1/2023 ASO Medical Renewal

CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSIL reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSIL to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSIL also reserves the right to change the administrative fees it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSIL's expenses or cost of plan administration.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

The total annual Stop Loss premiums and ACV factors are based upon the total projected enrollment and contract distribution as indicated on this exhibit.
Significant changes in the above stated enrollment and contract distribution will require a review and adjustment of the fees and factors.

This renewal is being provided for the period indicated above.

This renewal offer expires as of the effective date indicated above.

This renewal offer assumes HCSC will remain the exclusive carrier for Medical and Rx coverage.

Upon inquiry from employer groups, BCBS will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBS in connection with the employer's policy or contract with BCBS.

The Individual Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

The Aggregate Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

Paid Claims subject to Individual Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

Paid Claims subject to Aggregate Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

HCSC reserves the right to adjust the Aggregate Claim Liability if one or more of the following occurs within the coverage period:
- the Account's composition changes (i.e. demographics)
- the Account's number of covered employees increases or decreases by more than 10%
- the Account's benefit program changes

The Minimum Aggregate Point of Attachment was calculated as 90% of the Aggregate Claim Liability per contract per month multiplied by the projected cumulative contracts for the period.

Aggregate Stop Loss premium is payable annually and is due by the first day of the policy period.

Individual Stop Loss premiums are payable on the first day of each month.

Any amount in excess of the Individual Stop Loss deductible will not be included in the Aggregate Stop Loss Settlement.

HCSC's pharmacy benefit manager, PRIME Therapeutics (PBM), holds rebate contracts with pharmaceutical manufacturers. Unless otherwise agreed by the parties, HCSC may, in some circumstances, provide the Employer with a Rebate Credit, but such Rebate Credit may not equal the entire amount of the rebates provided to HCSC by the PBM.

Employers that do not use Prime Therapeutics as their pharmacy benefit manager are NOT eligible for a Rebate Credit under the pharmacy benefit.

HCSC's current estimate of the rebates it will receive from the PBM, for drugs covered under the pharmacy benefit, for the employer's covered members, is approximately $43.96 per script.

The PEPM Medical Rebate Credit is subject to change as HCSC will review the PEPM credit offer for each subsequent renewal.

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSIL
Not for use or disclosure outside BCBSIL, Employer, their respective affiliated
companies and third-party representatives, except with written permission of BCBSIL.

BlueCross BlueShield of Illinois

City Of Decatur

ASO Projection
January 1, 2023 - December 31, 2023
1/1/2023 ASO Medical Renewal

CONDITIONS AND CAVEATS

The Administrative charge includes a network access fee for employees residing in HCSC service areas (IL, MT, OK, NM, TX). Claims incurred outside HCSC service areas through the BlueCard program may be assessed a BlueCard access fee of no more than 3.62% of the discount applied, not to exceed $2,000 per claim. An estimate of this access fee is included in our projected claim figures.

This quote is contingent upon the account signing new contract documents in a timely manner. If not signed, then HCSC may withdraw and/or revise the quote.

Pharmacy Rebate Credit includes estimate of rebates for all categories of drugs, including specialty drugs, based on our book of business.

If the prescription drug program is not administered by Prime today but is awarded the administration of the prescription drug program, the medical claim cost will be reduced due to the integration of the medical and prescription drug program.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:
- The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Lock-In requirements for all stop loss proposals and renewals as follows:

-Stop Loss quotes/renewals released 180 or more days prior to effective date:
-All such offers are illustrative and cannot be locked in. See note below.

-Stop Loss quotes/renewals released 90 to 179 days prior to effective date:
-Can be locked in (via written acceptance) up to 45 calendar days after quote is released.
-After 45 calendar days without written acceptance, those offers become illustrative. See note below.

-Stop Loss quotes/renewals released within 89 days prior to effective date:
-Can be locked in at any time prior to effective date. (Stop Loss cannot be purchased after the policy period begins.)

Note: For quotes/renewals that are illustrative or otherwise not locked in, HCSC will require/review updated claim data which is within 180 days of the quoted effective date. A revised and final stop loss quote/renewal will be issued at that time.

Projected Net Paid Claims for non-HMO Medical coverages on these exhibits include Estimated Value Based Care Payments and Savings.

Value Based Care payments apply to Stop Loss Coverage.

BCBSIL retains the right to recoup monetary credits provided, any remaining implementation costs, shared savings or PG incentive fees from the plan sponsor in the event of early termination of the proposed coverage or contract, either in its entirety or with respect to certain custom services or programs included in this offer.

If a third party stop loss carrier is selected, a Third-Party Stop Loss Carrier fee will apply.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

Administration Fee assumes Monthly claim funding.

This quote assumes Prime Therapeutics (PBM) Basic drug list and Traditional Select network.

Quote includes Advanced Payment Review (APR) program under APR program savings model. All claim savings realized through the APR program are passed through to the customer on the claim invoice, and HCSC will charge back 25% of the claim savings on the monthly administrative invoice.

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSIL
Not for use or disclosure outside BCBSIL, Employer, their respective affiliated companies and third-party representatives, except with written permission of BCBSIL.

DATE: 10/13/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Collective Bargaining Agreement for Pay and Benefits - AFSCME Council 31 and Local 268, General Service Employees.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve a new collective bargaining agreement with Local 268, General Service Employees, of AFSCME for the period starting January 1, 2023 and ending December 31, 2024.

BACKGROUND:
The current AFSCME contract expires on December 31, 2022. Therefore, for the past several months, city staff has been negotiating with the union for a new contract. The union was very receptive to the city's requests that new language be added or existing language altered to give the city greater flexibility in managing the staff, assigning work, creating and filling new positions, calling for overtime in the water division and other updates that enable the city to be more efficient in the way city services are provided and manpower is utilized in departments where AFSCME employees are assigned. In exchange, the union requested flexibility from the city in the form of changes in shift times; and they requested that base compensation be higher than it has been over the last few years due to spikes in nationwide inflation rates effecting all of their members. The recommended collective bargaining agreement was approved in a formal vote and passed by a wide margin by the union membership.

The union would have preferred a 3-year contract. But due to the unpredictability of the Federal government's monetary policies, the rate of inflation and other looming economic trends, the city was reluctant to commit to salary adjustments past January 1, 2025. The contract provides for a base increase of 3.5% in 2023 and an increase of 4.0% in 2024. The city does not have difficulty managing pension costs for AFSCME because members are all enrolled in IMRF, and IMRF funding rates are decreasing in 2023.

Negotiations with the union were amicable throughout; I believe this is because both the city and the union were sensitive to the goals, needs and policy objectives of the other party. The president of the local AFSCME chapter will be at the October 17 council meeting and will make brief remarks.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Collective Bargaining Agreement	Backup Material

RESOLUTION NO. R2022- _____

RESOLUTION AUTHORIZING COLLECTIVE BARGAINING AGREEMENT FOR PAY AND BENEFITS – AFSCME COUNCIL 31 AND LOCAL 268
GENERAL SERVICE EMPLOYEES

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

Section 1. That the Collective Bargaining Agreement presented to the City Council herewith between the City of Decatur and Council 31, American Federation of State, County and Municipal Employees, on behalf of AFSCME representing non-management, non-sworn public safety positions and non-exempt employees in the Public Works Department, Finance Department, Economic and Community Development Department and the Police Department for salary and benefits be, and it is hereby, received, placed on file, and approved.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of October 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

COLLECTIVE BARGAINING AGREEMENT

between

A. F. S. C. M. E. LOCAL 268

and the

CITY OF DECATUR, ILLINOIS

January 1, 2023

through

December 31, 2024

TABLE OF CONTENTS

PREAMBLE 3
GENERAL 3
PLACE OF RESIDENCE 4
UNION SECURITY 4
INTERRUPTION OF DUTY 5
HOURS OF DUTY 5
SALARIES AND WAGES 8
OVERTIME 10
SENIORITY 14
VACANCIES, PROMOTIONS, TRANSFERS AND ASSIGNMENTS 15
REDUCTION IN PERSONNEL 17
DISCIPLINE AND DISCHARGE 17
VACATIONS 19
HOLIDAYS 20
SICK LEAVE 21
LEAVES OF ABSENCE 22
JOB-RELATED ILLNESS INJURY OR DISABILITY 24
UNIFORMS AND PROTECTIVE CLOTHING 24
OTHER BENEFITS 25
WORK RULES AND CONDITIONS 27
GRIEVANCES 29
CITY AUTHORITY 32
NON-DISCRIMINATION 32
SAVINGS CLAUSE 32
NEWLY CREATED POSITIONS 33
ENTIRE AGREEMENT 33
PERSONNEL FILES 34
TERM OF AGREEMENT 34
EXHIBIT A – BARGAINING UNIT 35
EXHIBIT B –WORK HOUR ASSIGNMENTS 36
EXHIBIT C – WAGES: January 1, 2023 37
EXHIBIT D – WAGES: January 1, 2024 39
EXHIBIT E – HEALTH INSURANCE PLAN HIGHLIGHTS – 2022 41

AGREEMENT

A.F.S.C.M.E. LOCAL 268

CITY OF DECATUR, ILLINOIS

January 1, 2023 to December 31, 2024

This Agreement has been made and entered into by and between the City of Decatur, Illinois (hereinafter referred to as the "City"), and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31 for and on behalf of Local 268 (hereinafter referred to as the "Union").

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows.

ARTICLE I

GENERAL

Section 1. This Agreement is entered into for the purpose of promoting harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and to promote the morale, rights, privileges and well-being of the employees of the city.

Section 2. The employees of the City shall regard themselves as employees of the public and are to be governed by the highest ideals of honesty and integrity in all their public conduct and in their personal conduct insofar as the same might reflect upon them or their representation as public employees in order that they may merit the respect and confidence of the public which employs them and which they serve.

Section 3. The City recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and conditions of employment for all regular, full-time employees in the classifications listed in Exhibit A.

Section 4. The classifications or job titles listed in Exhibit A are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.

Section 5. A regular, full-time employee is an employee who is not a probationary employee, and who works a regular duty week of forty hours or more, excluding temporary or seasonal employees, and also excluding those employees whose services are performed as part of an unemployment work-relief or work training program assisted or financed in whole or in part by any Federal agency or an agency of the State of Illinois.

Section 6. Temporary Employees - Nothing contained herein shall preclude the City from hiring temporary employees due to leave, illness or other extraordinary circumstance, or as seasonal employees. Such temporary employees shall not be entitled to any of the benefits outlined herein, except statutory benefits as provided by law. The City will not engage temporary employees in bargaining unit positions for more than 1,000 hours per calendar year. This limitation can be extended in individual situations by mutual consent of the City and the Union.

ARTICLE 2

PLACE OF RESIDENCE

Section 1. Persons appointed to positions in the classified service shall reside within the corporate limits of Macon County or within the corporate limits of any municipality extending into Macon County. Any persons appointed to a position in the classified service prior to June 5, 2017, who resided outside of Macon County but within fifteen (15) miles of the corporate limits of the City of Decatur shall be allowed to continue to maintain said residency. However, in the event they change their place of residence after October 1, 2021, they shall be required to reside within Macon County or within any municipality extending into the corporate limits of Macon County. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probationary period.

ARTICLE 3

UNION SECURITY

Section 1. The City agrees to deduct from the pay of those employees who individually request it any and all of the following: union membership dues, assessments or fees, P.E.O.P.L.E. contributions, union sponsored health and welfare plan contributions. If any employee does not have a check coming to him, or such check is not large enough to satisfy said deductions, no deduction shall be made from the wages or salary of such employee for that month.

Section 2. Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all employees and a list of their names, addresses and last four digits of their social security numbers shall be remitted at least semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

Section 3. The Employer shall honor employee's individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees and P.E.O.P.L.E contributions. Authorized deductions shall continue until revoked by the employee in accordance with the terms under which an employee voluntarily authorized said deductions and applicable laws.

Section 4. The Union shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 4

INTERRUPTION OF DUTY

Section 1. While this Agreement is in effect it is understood that there shall be no strike, lock out, slow down, unauthorized absenteeism or interruption of duty or other interference with the efficient operation of the city service.

ARTICLE 5

HOURS OF DUTY

Section 1. The regular hours of duty each day shall be consecutive except that they may be interrupted by a lunch period and even if so interrupted, such lunch period shall be disregarded in considering whether or not such hours are consecutive.

Employees shall neither be permitted nor mandated to work more than sixteen (16) consecutive hours. Employees who work sixteen (16) consecutive hours shall be provided a minimum eight (8) hour off-duty rest period immediately thereafter. This provision supersedes all other provisions of the Collective Bargaining Agreement relating to hours of duty and overtime. This provision may be temporarily suspended by mutual agreement between the City and the Union for good cause.

Section 2. (a) The normal duty week may consist of five (5) consecutive eight (8) hour duty days Monday through Friday inclusive, or, with the consent of the department director and the employee or employees involved, four (4) ten (10) hour duty days during the period Monday through Friday, except for employees in continuous operations, parking enforcement officers, persons assigned to the Information Technology (IT) Department, and persons assigned to a unit in the Police Department. Employees in continuous operations in the Water Production Division shall have a duty week consisting of five (5) consecutive eight (8) hour days followed by at least two (2) consecutive days off; such employees may elect to utilize an accumulated holiday or vacation day when a third consecutive day off is scheduled.

(b) The City may establish new shifts, within the limitations provided in this Section. Employees within job classifications in the affected department which have been assigned to a new shift shall be permitted to volunteer for such assignment to any new shift. Such employee requests shall be honored in order by seniority; such opportunity to volunteer for assignment to such new shift shall be offered to employees not less frequently than once per fiscal year, and more senior employees may bump less senior employees there from. The City shall assign employees to a new shift after all eligible employees have had an opportunity to volunteer for assignment thereto. When a new shift has been so established and staffed, as herein provided, the City may transfer employees of the same classification between and among all shifts within the affected department if it finds that any shift, as staffed, does not contain sufficient seniority among the employees thereof to operate in the best interests of the City; provided that, the City may not so transfer any employee from a new shift until all employees in the same classification and on the same new shift, with less seniority, have been transferred. The City cannot create new shifts solely to avoid payment of overtime.

Section 3. Except during periods when snow and ice control shifts are in operation, employees shall be scheduled to serve on a regular duty shift which has a regular starting and quitting time.

Section 4. (a) A snow and ice control shift is a scheduled duty day in excess of eight (8) hours called for the purpose of snow or ice control during periods of heavy or expected heavy snowfall or ice accumulations.

(b) A snow and ice control shift may be ordered by the Municipal Services Manager or his/her designee when, in his opinion, snow or ice is accumulating, has accumulated or is expected to accumulate on the public streets at such depths or at such a rate that around-the-clock snow or ice control operations are necessary until the public streets are clear and the period of accumulation is ended.

(c) The City shall not use or call snow and ice control shifts for the purpose of avoiding or circumventing payment for overtime.

(d) Three lists of employees shall be established with preference being determined by seniority, during the month of November to be designated A, B and FM shifts for the purposes of snow and ice control shifts and ordinary snow and ice control overtime. Employees of like positions on the A and B lists shall be allowed to trade positions on said lists during the year subject to the approval of the Department Director, which approval shall not be unreasonably withheld.

(e) For purposes of snow and ice control, the following two shifts are recognized: 11:00 a.m. to 11:00 p.m., and 11:00 p.m. to 11:00 a.m. The first shift of employees called to duty for a snow and ice control shift, whether it be the 11:00 a.m. to 11:00 p.m. shift or the 11:00 p.m. to 11:00 a.m. shift, shall be given the opportunity to work all regularly scheduled hours during the duty day on which the snow and ice control shift was worked as well as the hours required for the snow and ice control shift.

(f) If the snow and ice control shifts have been canceled prior to or during the second shift of employees called to duty during the first 24 hours of said shifts, whether it be the 11:00 a.m. to 11:00 p.m. shift or the 11:00 p.m. to 11:00 a.m. shift, said second shift of employees shall work a minimum of eight hours and be given the opportunity to work no more than twelve hours. On the last snow and ice control shift, the employee may request to leave after eight (8) hours. Permission shall be granted based on operational necessity.

(g) Employees may be called to report to duty for a snow and ice control shift within two hours of the regularly scheduled starting time of said shift. Employees may be held over for up to two hours at the end of a snow and ice control shift if the snow and ice control shifts have been canceled prior to the end of such shift but additional snow and ice control is needed or desired.

(h) Employees shall be called for voluntary or emergency snow and ice control overtime, as opposed to snow and ice control shifts, in the order of seniority as they appear on lists A and B established herein according to the time during which the necessity for reporting for overtime duty arises. The City may call an employee to report to duty for voluntary or emergency snow and ice control overtime within two hours of the regularly scheduled starting time of the A or B list to which such employee belongs. The City may not work any employee in excess of two hours beyond the regular quitting time of said employee's A or B list.

(i) An employee shall be told when being called for overtime for snow and ice control purposes whether such is for voluntary or emergency overtime or whether a snow and ice control shift has been called.

(j) Scheduling of Fleet Maintenance personnel for snow and ice control shifts shall be as follows:

Fleet Maintenance personnel (except the Parts Person/Dispatcher) shall be called for shifts per Article 5, Sections 4 (a) through (i) above, with the following exceptions. Fleet Maintenance personnel shall be called for overtime on a rotating basis, a minimum of 2 mechanics per shift, except that no employee shall be made to work more than sixteen (16) hours including his/her regular shift when the regular duty day falls within the overtime period. If the Parts Person/Dispatcher is unavailable, mechanics will be permitted to obtain parts directly from the parts room, provided they document the parts obtained and the equipment on which the parts are used.

The Parts Person/Dispatcher shall be permitted to select, during the month of November, the snow and ice control shift, either 11:00 am to 11:00 p.m. or 11:00 p.m. to 11:00 a.m., he/she prefers to work for the duration of the snow and ice control season. If no preference is expressed, the Fleet Supervisor shall make a shift assignment for the Parts Person/Dispatcher.

(k) During a twelve-hour shift, available mechanics will be distributed between the two twelve-hour shifts.

Section 5. Duty schedules showing the employee's respective shifts, duty days, rate of pay and hours shall be posted in each departmental office.

Section 6. Employees engaged in continuous operations are those employees engaged in an operation for which there is regularly scheduled employment 24 hours each day of the week. Hours of duty of employees in classified service assigned to continuous operations shall be established so that the average weekly duty hours in any year, other than hours during which such employees are necessarily summoned to or kept on duty, shall not exceed 40 hours.

Section 7. Employees shall be granted a lunch period during each duty shift as near as practicable at the middle thereof which said lunch period shall not exceed one hour.

Section 8. (a) The City and the Union agree that the regular hours of duty for the Municipal Services Division positions listed in Exhibit B shall be from 7:00 a.m. to 3:30 p.m. Hours for Municipal Services Division clerical staff will be from 7:30 a.m. to 4:00 p.m. unless changed by the Department Director. Regular hours of duty for the Water Services Division positions listed in Exhibit B shall be 7:00 a.m. to 3:30 p.m.

(b) With regard to employees whose position was scheduled to work a regular duty day of 8:00 a.m. to 5:00 p.m., the City may, with the employee's consent, reschedule such employee provided that said hours of duty do not commence prior to 7:00 a.m. nor terminate later than 7:00 p.m.

(c) With regard to employees whose position was scheduled to work a regular duty day of eight consecutive hours, with 1/2 hour of paid time for lunch, the City may reschedule such employee such that said employee is required to work 8 1/2 consecutive hours, with 1/2 hour unpaid for lunch.

(d) An employee may be held over beyond the quitting time of his/her regular shift to complete task(s) currently in progress. An employee working in non-emergency situations and held over beyond the quitting time of his/her regular shift will be allowed a reasonable absence to attend to personal business provided that reasonable accommodations can be made. Employees returning to work under this section are not considered to be called back.

(e) The City may create a second shift limited to garage and vehicle maintenance employees running from 1:30 p.m. to 10:00 p.m. A minimum of two (2) employees will be assigned to second shift garage and vehicle maintenance shifts, and employees assigned to this shift shall receive an hourly wage that is $1.50 per hour greater than whatever their regular shift rate of compensation would be. Fleet maintenance employees shall be permitted to volunteer for such assignment to the second shift in order of seniority. The City shall assign employees to the new shift beginning with the employee with least seniority and working upward after all eligible employees have had an opportunity to volunteer for assignment thereto.

ARTICLE 6

SALARIES AND WAGES

Section 1. The annual rate of pay for each step and grade of the pay plan as set out in Exhibit C for the respective classified positions as listed under Article 1 shall be effective January 1, 2023 and shall represent a three- and one-half percent (3.50%) increase over wages paid for contract year 2022.

Section 2. (a) The annual rate of pay for each step and grade of the pay plan for the respective classified positions in effect January 1, 2024, shall be as per Exhibit D, and shall represent a four percent (4.00%) increase over wages paid as of January 1, 2023.

Section 3. Any regular, full-time employee hired shall commence service at the lowest grade provided in the schedule of pay grades for such classification. Advancement from a lower grade to a higher grade for grades A through F shall be based upon attainment of at least a fully acceptable rating on the employee's performance evaluation. Advancement from steps P1 and P2 shall not be made prior to three (3) months services in such steps, P2 to A shall be made no later than 6 months from service in such step**,** and advancement from all other steps shall not be made prior to one (1) years' service in each of such steps. In no case shall advancement from any step for any employee who has completed his/her probationary period be withheld for more than one (1) year from the earliest possible date for such advancement.

Section 4. When an employee is temporarily assigned to generally perform the duties of a classified position which is assigned a higher wage or salary in said pay plan than the classified position regularly occupied by said employee, such employee for the time he/she is so temporarily assigned shall be paid the wage or salary of the position to which such employee is temporarily assigned. Further this provision shall not apply if the duties so performed are in connection with the training program such employee is engaged in. When an employee has been assigned as herein described for a period in excess of 120 total days, within the term of this Agreement, the Human Resources Department shall examine the situation and report to the City Manager as to whether said position or positions should be reclassified.

Section 5. The City may offer employees the option of participation in a "cafeteria plan," as permitted by Section 125 of the Internal Revenue Code. Participation by any employee shall be on a voluntary basis.

Section 6. (a) Effective May 1, 2000, all employees who have been employed for five (5) or more years will be eligible for Incentive Pay. Incentive Pay will be calculated on the basis of credits accumulated according to the following schedule:

Employees with 25 to 59 credits	$150/yr.
Employees with 60 to 89 credits	$300/yr.
Employees with 90 to 119 credits	$450/yr.
Employees with 120 to 149 credits	$600/yr.
Employees with 150 to 179 credits	$750/yr.
Employees with 180 or more credits	$900/yr.

Types of Credit - Credits will be earned in accordance with the following schedule:

For each year of service	5 credits/yr.
For the number of continuous years from the present with no preventable job injury(ies)	1 credit/yr.
For the number of continuous years from the present with no preventable vehicle accident(s)	1 credit/yr.
For the number of continuous years from the present with no absences per year	1 credit/yr.
For the number of continuous years from the present with no disciplinary action(s)	1 credit/yr.
For each credit earned toward a baccalaureate or graduate degree at an accredited college or university	1 credit
For each new certification earned for a job-related skill (not involving CEUs or college credits)	1 credit
For each continuing educational unit (CEU) earned for a job-related skill	1 credit

Payment - Incentive Pay will be determined semiannually and will be paid pro rata bi-weekly.

Suspension of Payment - In the event of an employee's leave of absence for either a duty-related or non-duty-related injury, illness or disability, Incentive Pay shall continue to be earned by the employee, but payment shall be suspended after day thirty (30) of the leave, for the duration of the leave, for the purpose of facilitating the employee's receipt of Illinois Municipal Retirement Fund (IMRF) disability benefits; i.e. continuation of service credits, pension protection, and eligibility for death benefits. All incentive payments earned while the employee is on a qualified leave of absence shall be payable upon the employee's return to duty, on the following regular bi-weekly payroll cycle. In the event the employee is not released to return to duty, the accrued incentive pay shall be disbursed with the employee's final pay.

(b) A premium will be paid annually at the end of the fiscal year per the following schedule to any employee who maintains and uses for the City's benefit the following certification(s) for any portions of that fiscal year:

Certified Pesticide Applicator - $300
Certified Pesticide Operator - $150
IEPA Certified Drinking Water Supply Operator – Class D - $300
Class A Commercial Driver's License (CDL) - $300

The premium for the water supply operator license applies only to employees in the Water Distribution Section and to Engineering Technicians in the Engineering Division of the Public Works Department.

Section 7. For purposes of administering this agreement, a crew in the Public Works Department is defined as two employees working as a group, one of which is a Crew Chief, or three or more employees working together as a group, one of which is either a Crew Chief or an employee receiving out of classification pay as a Crew Chief. For this section, the term "employee" includes seasonal and temporary employees.

ARTICLE 7

OVERTIME

Section 1. (a) Those employees paid on an hourly basis shall be paid one and one-half times the respective employee's regular hourly rate for all authorized hours worked over forty in any work week. Upon agreement between the employee and his/her supervisor, an employee shall be eligible to receive compensatory time off at the rate of time and one-half for all authorized overtime hours worked rather than pay. If such leave is not taken during the fiscal year, as required herein, the employee shall be compensated for such overtime during the first full pay period of the following fiscal year, by separate direct payroll deposit. Use of earned compensatory time shall be limited to no more than eighty (80) hours per employee in any fiscal year. Overtime hours worked beyond that shall be paid at the overtime rate, and not eligible for conversion to compensatory time. Overtime will not be based on time worked in excess of the normal 8 hour shift, but only on hours in excess of 40 per work period. Approved earned compensatory time, sick leave, vacation, holiday, funeral and emergency leave of which the employee is paid will be counted toward the 40 paid duty hours per week. The work period begins Monday and ends Sunday.

(b) Overtime shall be scheduled by seniority lists in each section(s) of each division(s) of each department before requesting other sections, divisions or departments fill vacant overtime slots, except for special events or community emergencies.

(c) For the purpose of scheduling overtime for special events, the City shall prepare a call-in-list ("list") of employees who are able to work the overtime necessary to clean the areas of such events. This list shall be made up of employees from:

Department	**Division**	**Section**
Public Works	Municipal Services	Streets & Sewers, Forestry, Traffic
Public Works	Water Services	Water Distribution
Public Works	Water Production	Lake

The City and the Union further agree that employees shall be listed in the order of their hire-in seniority without respect to Department, Division or Section. The following job classifications shall be eligible for special events overtime:

Crew Chief	Equipment Operator
Water Meter Repairer	Service Worker
Water Service Technician I	Water Service Technician II

(d). Snow and ice emergency shall mean any snow or ice event in the city of Decatur, Illinois for which municipal mitigation and removal efforts are required and for which an inadequate

number of City employees are available to meet the need for overtime demand through either voluntary or compulsory means. For the purpose of scheduling overtime for snow and ice control on City streets, the City shall prepare a call-in-list ("list") of employees who are able to work the overtime necessary. This list shall be made up of employees from:

Department	**Division**	**Section**
Public Works	Municipal Services	Streets & Sewers, Forestry, Traffic
Public Works	Water Production	Lake

The City and the Union further agree that employees shall be listed in the order of their hire-in seniority without respect to Department, Division or Section. The following job classifications shall be eligible for snow and ice control overtime. A commercial driver's license (CDL) is required for all persons assigned to this overtime.

Crew Chief	Service Worker	Equipment Operator

(e) When a snow and ice emergency continues after Public Works Department supervisors secure personnel from the Municipal Services Division and the Lake Section of the Water Production Division by either voluntary or compulsory overtime, said supervisors will offer overtime for snow and ice control to employees on the then-current voluntary call-in list of the Water Distribution Section of the Water Services Division.

When a snow and ice emergency continues after Public Works supervisors execute the actions listed above, said supervisors will offer snow and ice control duty to individuals on the City's approved call-in list of temporary employees (a.k.a. "snow birds").

When a snow and ice emergency continues after Public Works Department supervisors execute the actions listed above, said supervisors will compel employees of the Water Distribution Section of the Water Services Division to work the hours required for the snow and ice emergency.

In the event that a snow and ice emergency continues after all the above steps have been executed, nothing herein shall preclude the Traffic Section of Municipal Services who hold valid commercial driver's licenses, and then other sources (such as private contractors and mutual aid) to ensure adequate response to the snow and ice emergency.

It is recognized by the parties that Water Distribution Section employees, as employees expressly covered by Article 7, Section 1 (d), are subject to the rights and obligations enumerated in Article 7, Section 3 of this CBA including subsections (a) through (j).

Section 2. An employee recalled to duty, as distinguished from an employee held over beyond the quitting time of his regular shift, shall receive overtime pay for the time actually served but for not less than a minimum of two hours; provided, however, that such two hour minimum shall not apply if the time said employee is to report for recall duty is within one hour or less of the commencing time of such employee's regular shift.

Section 3. Overtime duty shall be voluntary and an employee who declines overtime shall not be discriminated against, provided that overtime duty required because of an emergency, or mandatory training, shall not be voluntary but will be served by the employee when directed.

(a) All employees represented by the bargaining unit who are subject to call for emergencies to provide essential services are required to have personal telephones as a condition of employment.

(b) Department directors will designate the job classifications within each department for which personal telephones for emergency calls will be required. A copy of the designations will be filed with the Human Resources Department. "Personal telephones" include home telephones and personally owned cellular telephones.

(c) All employees represented by the bargaining unit in designated classifications will provide personal telephone numbers to the department director and the Human Resources Department. Failure to comply with this requirement will be grounds for disciplinary action.

(d) Each employee represented by the bargaining unit will provide to the City a telephone number for his/her personal telephone for the purpose of call-ins. Each employee may provide to the City an additional telephone number, to be used in like manner. Telephone numbers so provided will be maintained in service 24 hours per day, 7 days per week.

(e) All departments will verify with employees, at least annually, that the telephone numbers provided are actually in service.

(f) All off-duty employees represented by the bargaining unit in designated classifications shall respond to telephone calls from their supervisors or designee made for the purpose of recalling employees to work for snow and ice control overtime and emergency water system repair overtime, as described herein. Calls outside of regular work hours from Public Works Department supervisors or designee during the period of November 1 through the following March 31 shall be made when necessary, for the purpose of recalling employees to work for snow and ice control overtime and emergency water system repair overtime. Employees shall be permitted two (2) instances of not responding to such calls without penalty during this period. Non-response to subsequent calls shall be considered "substandard work" and shall be grounds for disciplinary action, in accordance with current policies and the AFSCME Collective Bargaining Agreement.

(g) Employees represented by the bargaining unit may make prior arrangements with their supervisors for occasional planned absences from work, which could preclude response to call-ins. In such instances, employees shall be exempt from discipline, as well as for sick-leave in instances where medical documentation, as defined by contract, is provided.

(h) The City will call those employees represented by the bargaining unit in designated classifications that are on vacation, and such employees may voluntarily accept work assignments.

(i) The City will provide to all affected employees a list of all telephone numbers from which the City may call.

(j) If employees provide the City two (2) telephone numbers at which they can be reached, the City will call both telephone numbers when attempting to contact employees, and will leave a message at each number called, provided there is an answering machine, voice mail, or other means available for doing so.

Section 4. Overtime for position classifications to which overtime is assigned other than continuous operations for water production and by persons assigned to the Information Technology (IT) Department will be served by seniority on a rotating basis. Lists will be established based on seniority and overtime will be assigned to the most senior person on the list. For purposes of voluntary overtime only, an employee may request in writing to be omitted from the overtime list. Such employee may subsequently be reinstated to such list by request in writing. The supervisor

will attempt to contact each person on the list in succession. If they cannot be contacted, refuse overtime duty or cannot report for duty, they will be passed and the next person contacted. This procedure will be used until the list is expired and then overtime assignment will rotate to the bottom name on the list, working upward.

Those specific tasks involving overtime for which only specific individuals are qualified will be assigned to only those individuals according to seniority lists established as herein described. The determination of the qualifications of an employee for a specific task will be made by the employee's department director based on said employee's experience and observed capabilities. In cases where all employees in the position classification are qualified all such employees will be placed on the list.

For purposes of opening blocked sewers, two lists of employees qualified for and desiring such overtime may be established, one such list consisting solely of qualified Crew Chiefs and Equipment Operators to act as lead persons, and the other list to consist solely of qualified Service Workers to act as helpers. In the event that fewer than five (5) names are on the helper list, qualified Service Workers who have passed their six (6) month probationary period, and have the lowest seniority, shall be directed to be on said list, but only so many as will bring the total number of names on said list to five (5). In the event that fewer than five (5) names are on the lead person list, qualified Equipment Operators with the lowest seniority may be placed on said list but only so many Equipment Operators as will bring the total number of names on said list to five (5). Any Equipment Operator who works overtime as a lead worker for the purpose of opening blocked sewers shall be paid premium pay amounting to ninety cents (.90) per hour for each hour said overtime is worked. Such premium pay will not be paid if a foreman or supervisor is on duty for the period such foreman or supervisor is on duty. The Director of Public Works will determine the qualifications of employees for placement on either list, and seniority will be departmental seniority. The most senior employee on each list will remain at the top of such list for one week then rotate to the bottom while the next most senior employee occupies the top of such list for one week, and so forth. During the week that an employee is first on such list, such employee will be in on-call status pursuant to Departmental regulations and will be required to accept all sewer blockage overtime assigned during said period, except for reasons of illness or for other good cause shown. If additional employees are needed for said sewer calls, such employees shall be called in the order that they appear on said lists. Upon approval of the MSC Manager or designee, an employee may arrange for another employee (from the lead person or helper seniority list, but if none available from the applicable list, then any qualified employee of the Municipal Services Division) to cover for portions of their duty week, such arrangement being without consideration for seniority. Such approval by the MSC Manager shall not be unreasonably withheld.

Section 5. (a) Except as expressly otherwise provided in this Agreement, overtime shall be subject to department rules and regulations.

(b) For the purposes of this article, a regular full time qualified employee, in the position classification in which overtime is needed, shall be offered overtime before a temporary employee is offered same.

Section 6. There shall be no duplication or pyramiding in the computation of overtime or other premium wages, and nothing in this Agreement shall require the payment of overtime or other premium pay more than once for the same hours worked.

Section 7. If a list is established, by express contractual provision or otherwise, which provides that an employee whose name has rotated to the top of such list shall accept all overtime assignments for a specific week, such employee may notify his or her supervisor that he or she

does not wish to accept such overtime assignments for that week. In such case, the City shall contact the next employee on such list – that is, the employee scheduled to accept overtime assignments for the following week – and request that such employee accept overtime assignments for the subject week. The City shall proceed in this manner until an employee agrees to accept such overtime assignments for said week. The employee originally scheduled for said week shall forfeit his or her right to work overtime assignments that week; the employee who accepts such assignments shall remain entitled to work all overtime assignments for the week for which he or she was originally scheduled. If all employees refuse to accept such assignments, overtime for that week will be assigned as provided elsewhere herein in the absence of overtime lists established on a weekly basis.

Section 8. Employees assigned to telephone other employees for the purpose of requesting or ordering said other employees to report for overtime duty, and who are required to make such telephone calls during other than regularly assigned duty hours, shall be paid Five Dollars ($5.00) for each such incident of overtime regardless of the number of employees required to work.

Section 9. The City and the Union agree that:

(a) No Information Technology (IT) Department employee will be required to be placed in "on call" status.

(b) Once each quarter, IT Department bargaining unit employees will be afforded an opportunity to volunteer to be placed on a roster for "on call" status and to carry a pager. IT Department bargaining unit employees who elect not to so volunteer will not be eligible for any scheduled overtime for the duration of the quarter in question.

(c) Employees who volunteer for "on call" status, but who fail to respond to a page or call during such status, will not be subject to discipline; provided that, such employee has notified his or her immediate supervisor of any change in status prior to having been called for duty.

ARTICLE 8

SENIORITY

Section 1. Except as defined elsewhere in the contract, seniority shall, for the purposes of the agreement, be defined as an employee's continuous length of service since the date of acceptance with the City in a position covered by this agreement. Seniority for full-time employees is determined by their ranking on the Civil Service register when more than one individual begins employment in the same classification on the same day.

Section 2. A classified employee who takes a non-classified position shall have his/her classified seniority stop. If the non-classified employee returns to the classified service, his/her seniority will continue less the time spent in the non-classified position.

ARTICLE 9

VACANCIES, PROMOTIONS, TRANSFERS AND ASSIGNMENTS

Section 1. Vacancies in the classified service of the City shall be filled and promotions in said service made according to city ordinance, the rules of the Civil Service Commission and the Civil Service Laws of the State of Illinois for Cities as modified herein. Vacancies shall be filled from the following sources, in order from first to last, unless superseded by express agreement between the parties:

1. reinstatement registers (other than for those seeking reinstatement after resignation),
2. employees' transfer requests (per Section 9 of this Article),
3. employees' responses to transfer opportunities,
4. promotional registers,
5. reinstatement registers for those seeking reinstatement after resignation, and
6. eligible (entry level) registers.

On the reinstatement registers, the group of employees or any employee reduced in rank, removed from the classified service, or furloughed without pay shall rank above the group of people or any person seeking reinstatement after a leave of absence from the classified service. Among a particular group of people seeking reinstatement for the same reason, order on the reinstatement register shall be determined on the basis of seniority.

Section 2. Vacancies in classifications covered by this agreement shall be posted on all bulletin boards for a period of at least ten (10) working days. Any bargaining unit employee may apply for a position; however, they must be qualified and eligible in order to be considered for selection.

Section 3. Vacancies shall be filled based upon an individual's qualifications, experience, knowledge, skills and ability to perform the work in question without additional training. Determination of said criteria shall be made by a combination of written, practical and oral examination as determined by the Civil Service Commission. Said process shall generate a percentile score. Applicants shall be ranked according to their scores. All applicants attaining a score of seventy percent (70%) or more shall be considered eligible for the position. Upon request by the applicant, one-half (1/2) seniority point shall be given for each year of seniority to a maximum of 10 points. The sum of the percentile score and the seniority points shall determine an applicant's final position on the Civil Service register.

Section 4. In the event no bargaining unit employees apply or are qualified to perform the work in question, the City may select an external applicant.

Section 5. The City shall notify the Union of any proposed changes in the rules of the Civil Service Commission not less than thirty (30) days prior to the consideration and adoption of said change by the Commission. The City shall furnish the president of the union for use by the union and those in classified positions for which it is the bargaining unit a compilation of the position descriptions in use by the City and the Civil Service Commission of the city. When such descriptions are changed, a copy of the changes shall be furnished to said president.

Section 6. Employees taking Civil Service promotional examinations shall have the right to review their answers and scores on all portions of such exams.

Section 7. No vacancy will be filled while any classified employee in the same or previously certified title is on a layoff status.

Section 8. As used in this agreement, a transfer shall be considered to be a permanent assignment of an employee to the same position classification in a department or division or section other than the one in which the employee is serving at the time the transfer takes effect.

Section 9. An employee requesting a transfer shall notify his/her supervisor, department director and the Human Resources Department in writing on a form provided by Human Resources. The form shall be Human Resources Department Form 2-1-62, and may be altered upon union/management agreement. Such requests for transfers shall expire on December 31 of the year in which they are submitted and must be renewed by the employee if transfer is still desired thereafter.

Section 10. If a vacancy exists, an employee may transfer from one department or division or section to another within such employee's current classification, with the approval of the employee's department director. Transfers will be made on the basis of seniority. Requests for transfer must be for reasons other than the elimination of jobs. In no case shall bumping occur because of a transfer. For purposes of this section, a vacancy is defined as a circumstance in which a Request for Personnel has been approved by the City Manager.

Section 11. Any employee transferred must successfully complete a three (3) month probationary period before the transfer is final. An employee who does not complete the probationary period shall be returned to his/her original department, division or section. During the probationary period an employee will, upon request, be returned to his/her original department, division or section.

Section 12. The City may temporarily assign an employee to perform the duties of another classification within any department, division or section. The City will attempt to make such assignments to employees in the next lower classification in the promotional order in which the temporary assignment occurs. The most senior, qualified employee in the position classification being temporarily assigned will be asked if he/she wants the assignment. If the first employee does not want the assignment, the City will then go to the next most senior qualified person. The procedure will continue until an employee accepts the assignment. If no employee wants to accept the assignment, it will then be assigned to the least senior qualified employee in the position classification.

Section 13. Employees assigned in accordance with Section 12 above, shall be paid in accordance with the provisions of Article 6, Section 4.

Section 14. (a) Persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country shall receive preference for promotion to positions in the classified service in the manner provided in 65 ILCS 5/10-1-16, and as such statutory provision is hereafter amended or re-codified. Such preference shall be in addition to that otherwise provided therein and not in lieu thereof.

(b) For purposes of this section, "time of hostilities with a foreign country" shall mean any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order

and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential order.

Section 15: Any employee who moves from one bargaining unit position to another shall relinquish his or her current position. Such employee shall retain his or her seniority rights to bump back to the previously held position within the City during the probationary period. The anniversary date will remain the same for all other purposes.

ARTICLE 10

REDUCTION IN PERSONNEL

Section 1. The City at its discretion, shall determine whether furloughs are necessary. Although not limited to the following, the City may furlough any employee, whenever such action is made necessary by reason of a shortage of work or funds, the abolition of a position, or because of changes in organizational structure. Such reduction shall be within the position classifications of the department affected by the reduction in force. No employees shall be furloughed while there are temporary or probationary employees serving in the same job classification within the affected department.

Section 2. In the event a furlough is necessary, such a reduction shall be based on seniority and the employee's ability to perform the remaining work available within the employee's position classification without additional training provided that all employees affected had an equal opportunity for training. When two or more employees have relatively equal experience or skill, ability and qualifications to do the work without further training, the employee with the least seniority will be furloughed first. If the senior employee is furloughed, the City will have the burden to prove the less senior employee was more qualified.

Section 3. An employee furloughed from his/her position classification will have the right to bump an employee with less seniority and in any department in the same position classification or any previously certified position classification provided that the employee can perform the work without additional training. A person who elects to bump to a position classification with a lower pay grade or range in lieu of being furloughed will receive the rate of pay for that position classification.

Section 4. If any position vacated by a reduction in force is filled, the last person furloughed or reduced to a lower position classification or range shall be the first person restored in such position.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1. Upon just cause connected with or reflecting upon the public service, a bargaining unit employee may be administratively disciplined by an oral reprimand, a written reprimand, suspension or discharge. A copy of such shall be forwarded to the Chief Steward. Oral reprimands older than one (1) year will not be used against an employee for disciplinary purposes. The Employer shall provide timely notification to the Union President when an employee is placed on administrative leave during investigation of any incident giving cause for discipline.

(a) The Union and the Employer agree that discipline shall be issued no later than ten (10) days following the verification of the completion of the Employer's investigation of the incident giving cause for the discipline. By mutual written agreement the parties may extend the ten (10) day limit an additional ten (10) days. The Employer shall provide timely notification to the Union President of the completion of the investigation.

Section 2. Reprimand shall be done in such manner as not to embarrass the employee before other employees or the public.

Section 3. Suspensions and discharges from the classified service shall be in accordance with the rules of the Civil Service Commission and the State Law with regard to Civil Service for Cities, except as provided by Article 20 hereof.

Section 4. (a) Prior to the imposition of any suspension subject to the grievance and arbitration procedures established by this agreement, the Department Director and a supervisor or designee shall meet with the employee sought to be suspended and a union representative. Such meeting shall be limited to informing the employee of the nature of the charges resulting in the suspension and an opportunity for the employee to address, explain or refute the charges. No witnesses or other extraneous evidence will be permitted at such meeting. Said meeting may be postponed by the employee, but only due to the unavailability of a union representative and not beyond the end of the second business day following that on which the meeting was originally scheduled; if at that time the employee is still unwilling to meet without a union representative, the suspension may be imposed without the necessity for such meeting.

(b) The meeting otherwise required by the provisions hereof may be waived by concurrence of the Department Director, the employee and the Union.

Section 5. (a) In the event an employee's Commercial Driver's License (CDL) is revoked, suspended or canceled for any reason other than a positive confirmatory test for drugs or alcohol, the employee will have up to 30 days in which to regain the CDL. An employee will be reassigned to a non-driving position or a position not requiring a CDL during the 30-day period. Any approved reassignment will be to the next lower pay step in the salary range of the temporarily reassigned position.

(b) If an employee is unable to regain his/her CDL by the end of the 30-day period, the employee may be placed on leave for the next thirty (30) days with time charged, as available, to accrued vacation leave or unscheduled holiday and any remaining time being a leave of absence without pay.

(c) If an employee is unable to regain his/her CDL by the end of a 60-day period, the employee shall be considered to have resigned with no right to any appeal or hearing thereon before the Civil service Commission or any arbitrator. Each separation is reviewed case-by-case with the final decision regarding separation being made by the Department Director. An employee separated from employment with the city for the loss of CDL driving privileges may apply for re-employment after regaining his/her CDL. If this occurs within one year of separation the employee shall be placed at the top of the Civil Service Register for their prior position and be offered the next available opening.

(d) A lifetime disqualification from holding a CDL will result in an employee's separation.

(e). The City shall pay the difference between regular driver's licenses and CDL driver's licenses and all required endorsements.

(f). Employees required to acquire or renew a CDL license will be scheduled to do so by the City during normal business hours and paid their normal wages for that time.

ARTICLE 12

VACATIONS

Section 1. The length of annual vacations for employees in the classified service shall be as follows:

a) After completion of one year continuous service uninterrupted by resignation or discharge, ten duty days;

b) After completion of seven years continuous service uninterrupted by resignation or discharge, fifteen duty days;

c) After completion of fourteen years continuous service uninterrupted by resignation or discharge, twenty duty days; and

d) After completion of twenty years continuous service uninterrupted by resignation or discharge, twenty-five duty days (effective May 1, 2005).

e) After completion of twenty-five years continuous service uninterrupted by resignation or discharge, one additional duty day per year, to a maximum of thirty (30) duty days.

Section 2. Between November 1 and November 30 of each calendar year, employees may submit in writing to their supervisor their preferences for vacation for the following calendar year, provided an employee may not submit more than three (3) preferences. Such request may include vacation through December 31 of the following calendar year. In establishing vacation schedules, the City shall consider both the employee's preference and operating needs. Where the City is unable to grant and schedule vacation preferences for all employees within a position classification within a department, employees within the position classification shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by workdays.

Employees who file their preference by November 30 shall be notified of the vacation schedules by December 15 of that calendar year.

Employees who choose not to file their preference for the following calendar year by November 30 shall have those non-preference vacation requests returned to them approved or denied as soon as possible, but in no event later than two days after the request was submitted to the supervisor, provided that no employee's approved vacation preference is allowed to be bumped by another employee on the basis of seniority. Non-preference vacation requests shall not be processed for the following calendar year until all preference vacations have been offered and scheduled.

Section 3. Eligibility for vacations shall be based upon the anniversary date of employee. Selection of a particular vacation period shall be based upon seniority, as provided in Article 8, and in accordance with departmental rules and the efficient operations of the department. Police officers' vacations shall not interfere with vacations of employees.

Section 4. Earned vacation time should be taken by the employee within 12 months from the date that the same accrues and should not be accumulated and carried from one 12-month period to the next except with the recommendation of the employee's department director and approval of the City Manager.

ARTICLE 13

HOLIDAYS

Section 1. Classified employees except for those in continuous shift operations or whose position classification's regular shift is other than Monday through Friday shall have time off with pay on the following holidays:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Two Unscheduled Holidays	Veterans Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day

Section 2. When an authorized holiday occurs on Saturday, the previous Friday shall be observed as the holiday and when an authorized holiday occurs on Sunday, the following Monday shall be observed as the holiday.

Section 3. If a holiday falls within a classified employee's vacation period, an extra day shall be added to the vacation period.

Section 4. A classified employee in continuous operations or whose position classification's regular shift is other than Monday through Friday required to work for reasons other than overtime on any of the authorized holidays, shall be given equivalent time off. Such time off shall be taken at the convenience of the employee and his operating department. Police officer's holidays shall not interfere with holidays of employees. Denials shall be written, with a copy to the bargaining unit members.

Section 5. To be eligible for holiday pay, the classified employee shall be in pay status and entitled to payment for the entirety of both his last scheduled work shift before the holiday and his first scheduled work shift after the holiday, unless an unpaid absence on the whole or any part of either or both is approved by the City Manager.

Section 6. An employee must have six months of continuous service to earn an unscheduled holiday. The earned, unscheduled holiday must be taken at any time during the fiscal year provided the department or division manager is given notice one working day prior to the day taken off. The number of employees allowed off on any one unscheduled holiday in a department shall be determined by the Department Director, which approval shall not be unreasonably withheld.

ARTICLE 14

SICK LEAVE

Section 1. Full time employees in the classified service shall accrue one duty day with pay sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 240 days.

Section 2. Accumulated sick leave days may be used for illness, injury, or off-the-job incurred disability. Accumulated sick leave may also be used for the illness, injury, or disability of an employee's spouse, parent or dependent child. One day of accumulated sick leave credit with pay shall be deducted from each employee's sick leave accumulation for each duty day not served due to illness.

Section 3. (a) After sixty-four (64) hours of sick leave have been used by an employee in the fiscal year, for which no medical documentation herein defined, is provided, no sick leave credit may be used by that employee for the first eight (8) hours of the next or any succeeding sick leave day, or any part thereof, for which no medical documentation, herein defined, is provided. An office or hospital visit to, or pursuant to the orders of a physician or dentist or licensed medical practitioner shall not be considered as part of the sixty-four (64) sick leave hours, as herein described.

(b) "Medical documentation," for the purposes of this Agreement, shall mean a written statement signed by a person licensed to practice medicine (or their designee) that the employee was physically unable to perform his or her duties on the date for which sick leave credit is sought.

(c) An employee shall be awarded one additional personal day on the first day of each fiscal year if no sick time was used in the preceding fiscal year. If the employee carries a balance of 240 sick days throughout the entire fiscal year, the employee shall be awarded a second additional personal day on the first day of the following fiscal year. Personal days must be used in the fiscal year in which they are awarded, or they will be forfeited.

Section 4. An employee who becomes ill, injured or disabled off-the-job shall cause notice thereof to be given to his supervisor not later than the commencement of his/her next scheduled duty day. In the absence of evidence of extenuating circumstances, an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 5. A physician's statement may be required before sick leave pay is paid if a pattern of chronic abuse of sick leave by the employee is evident. However, in all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement will be required before sick leave pay is paid. Such statements shall set forth reasons for the employee's inability to perform his duties and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his duties.

Section 6. Upon retirement from the classified service, an employee shall be allowed to use accumulated sick days for credit in the Illinois Municipal Retirement Fund.

Section 7. If an employee is on sick leave and it is determined by a physician that the employee will be unable to return to work within an amount of time equivalent to his remaining

unused sick leave, said employee must apply for disability benefits if he is eligible for such benefits and if granted, sick leave payment will be stopped. If permanent disability is awarded by the employee's retirement fund, he may choose to be paid for his unused sick leave at one-half his normal daily rate of pay for each unused sick leave day or he may retain his remaining sick leave and be credited therewith if and when he returns to duty.

Section 8. An employee who does not report for duty for twelve (12) months after the commencement of any leave resulting from an off-duty injury, illness or disability, regardless of the type of leave, shall be considered separated from employment with the City. The employee must furnish medical documentation of such sickness or ill health during this time period. An employee failing to provide medical documentation of such sickness or ill health shall be subject to immediate discharge. For purposes of this section, the City will be allowed to use a temporary employee until the employee returns to work or the employee quits or is discharged.

Section 9. An employee who suffers a serious or severe illness or injury, either to himself or herself, shall be permitted to use sick leave days accrued by, and credited to, other employees, but only as provided hereby and only when such employee has no accrued sick leave days. The employee seeking sick leave days must agree, in writing, with the employee or employees from whom such sick leave days are sought, including the total number of days or hours involved, and present such agreement to the Human Resources Department; provided that, this be in cases where three or more days are needed, and no employee shall be permitted to sell or transfer accrued sick leave days for any consideration or thing of value. Permission for the transfer of accrued sick leave days shall not be unreasonably withheld by the City, subject to State and Federal law. The provisions hereof shall be construed so as to permit agreements between bargaining unit employees and non-bargaining unit employees.

ARTICLE 15

LEAVES OF ABSENCE

Section 1. Leave with pay, dependent on funeral arrangements and travel requirements, but not to exceed a maximum of five (5) days, may be granted a full-time employee in the classified service in the event of a death in the immediate family. Immediate family includes only: (a) spouse, children, stepchildren, and spouse of children; (b) parents of the employee or the employee's spouse; (c) brothers and sisters of the employee and of the employee's spouse; (d) grandchildren and grandparents of the employee; and (e) brother-in-law and sister-in-law, and (f) step-parents. In addition, the City shall adopt the provisions of the Illinois Child Bereavement Leave Act as enacted on July 29, 2016, in the event of the death of an employee’s child or children, as defined by the Act, any contrary terms of this Article 15, Section 1 notwithstanding.

Section 2. If a serious or unexpected emergency occurs to the spouse or children or a member of the immediate family in the household of an employee in the classified service while the employee is at work or up to one hour before the start of the employee's shift, such employee will be allowed to leave his duties while the emergency exists. Arrangements to enable the employee to return to duty on the next duty day must be made if the emergency continues beyond the duty day on which it first occurred. Such leave used for the purpose of emergency leave as described in this section shall be charged against the employee's accrued sick leave.

Section 3. A full-time classified employee in the classified service who is a member of the reserve unit of the armed forces of the United States will be granted leave for military duty, training sessions or schools in accordance with applicable federal and state laws.

Section 4. An employee in the classified service who fails to return to duty at the time scheduled on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 5. A full-time employee in the classified service who is called to serve for jury duty shall be paid his regular salary or wage. Any amount received by the employee for jury service shall be turned over to the City Treasury. The employee immediately upon being called for jury duty shall notify his immediate supervisor of the time thereof. Employees who complete jury duty prior to the end of their shift shall report to their supervisor and return to duty for the remainder of their scheduled duty day. If jury duty falls outside the employee's regularly scheduled duty day, an employee's scheduled duty day shall be changed to incorporate jury duty time.

Section 6. All requests for leave of absence without pay will be administered in accordance with Administrative Policy & Procedure No. F-450.

Section 7. Employees duly appointed to serve as members or alternates of the Union's bargaining committee for purposes of negotiating agreements with the City covering wages, hours, and other conditions of employment shall be permitted to attend bargaining sessions with the City concerning such agreements during regularly scheduled hours of duty with no loss of pay.

Section 8. Employees who attend schools or training sessions during scheduled working hours that are work related shall be paid at their regular rate of pay for all hours actually spent in class or in instruction. The City shall generally encourage equal access to training opportunities to the extent that operational requirements of the departments permit.

Section 9. An employee duly appointed or elected as a Union officer or steward may conduct Union business during the first and last hours of his or her assigned shift, but only after notifying said employee's immediate non-bargaining unit supervisor.

Section 10. All requests for leave pursuant to the Family Medical Leave Act shall be in accordance with Administrative Policy & Procedure No. F-451.

Section 11. The Union shall be permitted to conduct a thirty (30) minute orientation session for new employees at the conclusion of the new employee's first thirty (30) days of employment, without loss of compensation to the employee. The session shall be scheduled in coordination with the Human Resources Department and at the convenience of the new employee's operating department.

Section 12. Authorized leave of absence without pay may be granted to an employee for official Union business. Such time shall be used for the attendance of labor-related training and seminars selected by the Union. Only those employees serving as the Union's officers and shop stewards shall be eligible for such unpaid release time. The Union shall give reasonable advance notice when such employees will be utilizing such unpaid leave. The employee may use accrued vacation, holiday, or compensatory time in lieu of unpaid leave; use of such paid leave time shall not be unreasonably denied.

ARTICLE 16

JOB-RELATED ILLNESS INJURY OR DISABILITY

Section 1. The City shall provide worker's compensation in accordance with State law for all employees in the classified service.

Section 2. An employee who becomes ill, injured or disabled shall report to his supervisor such fact as soon as possible.

Section 3. In the case of injury, illness or disability arising out of and in the course of employment with the City, the City will pay the difference between such employee's regular salary or wage and any payments received by the employee from a public employee pension fund or under the provisions of worker's compensation or occupational disease laws, or either or both, for the duration of such disability, or a period of six calendar months from the date of commencement of disability, whichever is the shorter period of time. Deductions shall be made from the employee's accumulated sick leave credit equivalent to the number of days or portion thereof for which no payments to the employee are made or required under the provisions of public employee pension laws or worker's compensation or occupational disease laws, and for which the City must compensate the employee under the provisions hereof, for the first 30 calendar days of the duration of such disability. Alternatively, an employee may elect not to receive the difference between such pension or other statutory benefits and such employee's regular salary or wage for the 30 days of the duration of such injury, in which case no deductions from accumulated sick leave credit shall be made. During an employee's probationary period, and only during such period, should such employee suffer an on-the-job illness, injury, or disability and have no accumulated sick leave credit, such probationary employee shall be charged with sick leave days if needed under the provisions hereof, and any negative balance of accumulated sick leave days thus created will be carried forward until normal monthly accrual of sick leave days erases such negative balance. The determination of whether such injury, illness or disability arose out of and in the course of employment under this provision shall be the same as that made on the worker's compensation or occupational disease claim of said employee. When such injury, illness or disability was caused under circumstances creating legal liability or damages on the part of some person or entity other than the City, then if action is brought by the employee and judgment is obtained and paid, or settlement is made either with or without suit, then from the amount received by such employee the City shall be reimbursed for any and all amounts paid hereunder. Out of any such reimbursement, the City shall pay its pro rata share of all costs and reasonably necessary expenses in connection with such recovery. If the employee does not bring action against such third party, then the City may in the same manner as is provided for recovery of worker's compensation payments bring action either in its name or the employee's name for such reimbursement. If any other benefit or payment is made or required to be made by the City to such employee, such shall be credited to the City against the payment of wage or salary provided by this Section.

ARTICLE 17

UNIFORMS AND PROTECTIVE CLOTHING

Section 1. The City may require employees in the classified service to wear uniforms, protective clothing, protective devices or similar things not adaptable to general wear, as a condition of employment. The Union may submit suggestions to the City regarding such uniforms. Employees will be furnished such clothing or devices by the City. Although items such as boots, gloves and the like may vary depending upon the nature, location and circumstances of the work

being done from time to time, comparable items will be furnished to employees doing comparable work, and all employees required to wear protective devices for the eyes and protective headgear will be furnished such equipment. The City will pay for prescription safety glasses up to $150.00 dollars per fiscal year.

Section 2. The employee having custody of any such clothing or equipment, or other property furnished by the city shall be responsible for the proper use, care, custody and keeping thereof and may be required to replace any item damaged or lost as a result of failing to properly use, care for, or keep such property.

Section 3. The City will repair, replace, or reimburse an employee's personal property which is destroyed, damaged, or lost in the line of duty in accordance with Administrative Policy & Procedure No. F-491.

Section 4. The City will replace tools of employees required on-the-job which are damaged, destroyed, or lost in the line of duty subject to Departmental Rules & Regulations, and such regulations shall be made available to the affected employees.

ARTICLE 18

OTHER BENEFITS

Section 1. The City shall provide Preferred Provider (PPO) group health insurance for each employee with benefits as outlined in Exhibit G of this agreement. The City shall also provide group life insurance in the amount of $20,000 for each employee.

Section 2. (a) Effective January 1, 2023, monthly employee contributions for all tiers of the City's insurance benefit plan shall change by the same percentage (increase or decrease) as the plan premium percentage change effective January 1 of that year, as determined by the City's Risk Management Division; except that no annual increase in monthly employee contributions shall exceed ten percent (10%). Changes in employee contributions shall be rounded to the nearest whole dollar. Notice of the plan premium percentage change shall be provided to the Union, and upon written request, documentation substantiating the percentage change shall be provided to the Union at the time of plan renewal.

(b) The Employer and Union both agree that the failure of the City to not provide health insurance to an employee who elects to opt out shall not constitute a violation of the collective bargaining agreement.

Employees covered under the AFSCME contract shall be allowed to opt out of or elect not to participate in the City's health insurance plan. Employees making such election shall be required to show proof of health insurance coverage through another source to the City. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance, the employee shall not be removed from Employer's insurance plan. An employee electing to opt out of the Employer's health insurance plan shall be allowed to subsequently enroll in the Employer's health insurance plan only upon a COBRA qualifying event.

Employees opting out of the City's health insurance plan and who are not enrolled in the City's health insurance plan at the time of retirement, resignation, termination or separation for

any other reason shall not be eligible for benefits under the City's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee represented by the Collective Bargaining Agreement whose spouse is also an employee represented by the Collective Bargaining Agreement may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the City's insurance plan and be dropped as a dependent under the spouse's coverage.

(c) The City and the Union agree to the formation of a multi-departmental group healthcare committee (GHCC) composed of representatives appointed by the City Manager and representatives appointed by each of the City's organized labor groups. Each union group will have up to four (4) representatives on the GHCC. The GHCC will not have authority to bargain changes to contract terms, but will serve as a labor-management interface to better inform employees of possible changes to the City's group health benefits considered by the City and to better inform the City about the experiences and preferences of employees as it concerns group health benefits programs. The purpose of the GHCC is to bring matters that change or affect the offerings and services of group health benefit programs to the committee – both those that require amendments of employee agreements and those that do not require approval of union groups and/or amendment of collective bargaining agreements.

(d) Emergency room fees shall be as provided in Exhibit E except when the patient is admitted to the hospital or where there is a medical emergency conforming to Blue Cross/Blue Shield' serious and unavoidable emergency conditions. Those conditions are "Emergency Room $150 Copayment (waived if admitted to the hospital as inpatient immediately following emergency treatment or if visit is emergent as per the definition below.

EMERGENT MEDICAL CARE means services provided which may have started as outpatient of diagnostic services but are of a medical condition displaying itself through acute symptoms of sufficient severity, including severe pain such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention could result in: (i) placing the health of the individual in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part. Examples of symptoms that may indicate the presence of an emergency medical condition include but are not limited to, difficulty breathing, severe chest pains, convulsions or persistent severe abdominal pains.

Section 3. Those employees who retired after May 1, 1981, or were placed on disability pension pursuant to State statute after said date, shall be entitled to belong to the employee and dependent group insurance program provided for employees under the provisions of this agreement provided that such retired or disabled employees pay the entire premium for such insurance.

Those retirees, disability pensioners, their spouses and dependents who are enrolled in the employee and dependent group insurance programs provided for employees under the provisions of this agreement, who reach Medicare eligibility age, who are Medicare eligible, and who enroll in Medicare shall no longer be eligible for the group health insurance program. Alternatively, the City shall offer a commercially available Medicare supplement policy, to the extent that such is available, to such enrollees. The parties hereto agree that the coverage shall only be offered at the time the enrollee initially elects Medicare, there shall be no gap in coverage for

those converting from City coverage to Medicare supplement coverage, and such retired or disabled employees and their dependents shall pay the entire premiums for such insurance.

Section 4. The City will provide maternity benefits as required by all applicable State and Federal laws. Off-the-job illness will be administered in accordance with Administrative Policy & Procedure No. F-452.

Section 5. Employees will be eligible for the City Dental Plan, subject to underwriting approval. If the Union establishes a dental plan, premiums shall be payroll deducted.

Section 6. When the City provides an employer-sponsored "health fair" for employees, attendance at such fair shall be required for all on-duty employees, and voluntary for all off-duty personnel.

ARTICLE 19

WORK RULES AND CONDITIONS

Section 1. (a) The City and the Union shall reasonably cooperate to insofar as possible assure the highest standards of safety, health and sanitation in the operation of each employee's respective department.

Section 2. The City may adopt, change or modify rules not in conflict with the provisions of this agreement for the operation of the several departments of the City and the conduct of the employees in the classified service to encourage and maintain the proper and efficient operation thereof.

Section 3. In the absence of evidence of extenuating circumstances immediately upon discovering that an employee in the classified service is unable to report for duty and not less than the commencement of his/her scheduled duty time, such employee's supervisor shall be notified of the absence from duty of such employee. This provision shall not be interpreted as condoning repeated absences from duty and evidence of justifiable causes for any absence may be required to be furnished by the employee. In the absence of evidence of extenuating circumstances, an employee whose supervisor is not so notified within one duty day from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 4. All employees in the classified service shall report to duty on time and shall faithfully and efficiently perform the requirements of their duties, shall not depart there from until the termination thereof and shall otherwise conduct themselves in a manner as to be a credit to the public service and to increase and promote the dignity of such service and the respect of the public for the same.

Section 5. The following work procedures for employees assigned to the Municipal Services and Water Services Divisions of the Department of Public Works regarding the lunch period will be adhered to:

a) There will be no change in the length of the workday or lunch period except for snow and ice control shifts.

b) The lunch period will not be counted as hours worked or paid time.

c) Employees will be allowed to take licensed vehicles from the job site for the purpose of coffee breaks or lunch unless ordered not to do so by their department director.

d) Employees may leave the job site for lunch provided they limit their lunch period to the allotted time.

e) A supervisor may assign a specific location other than the actual work site for the lunch period. Vehicles may then be used to travel to that site.

f) No more than two persons will be required to eat in a vehicle.

g) The City will make available items for cleanup such as towels, water and hand soap. Employees working in or with hazardous, toxic or unsanitary conditions or materials may be permitted to leave the work site prior to the scheduled lunch break and drive to the Municipal Services Center for lunch, at the discretion of the supervisor.

h) No radio calls will be made to employees on lunch breaks except in emergencies.

i) Vehicles may leave the work site for the lunch period, provided that heavy equipment may do so only if the employees have no other means of transportation available; if heavy equipment is taken from the work site for the lunch period, it may only be parked on a public street in a lawful manner, and not on any private parking lot. We would want the distance traveled to be reasonable in order for the employees to return to work in the allotted time. For example, if an employee is working in the northeast section of town, it would be reasonable to assume that he would take his lunch period in that part of town.

Section 6. In order to promote safety and as far as is practicable to eliminate accidents, injuries, and death in the General Service, the City and the Union hereby agree that a Safety Committee shall be formed and shall be comprised of representatives from management and the union. This committee shall meet at least quarterly to identify, discuss and make recommendations concerning health and safety conditions, accidents, protective devices and clothing, equipment and any other work hazards or unsafe working conditions.

The City shall permit committee members reasonable access to facilities and records when investigating health or safety conditions, unless prohibited by law or exigent operational circumstances.

Section 7. For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, a Labor-Management Committee is hereby established, composed of representatives of management and labor, to meet to examine, discuss and solve mutual problems not covered by the labor agreement. The number and composition of representatives, frequency of meetings, and topics of discussion are subject to the particular need and issues to be addressed.

The Labor-Management Committee is recognized as a forum to meet in a non-adversarial role to discuss issues and work out problems that are of mutual concern by providing a forum for communication outside the bargaining process. The labor-management committee shall meet at a preset time every month. Each party will prepare and submit agenda items to the other one (1) week prior to the scheduled meeting. If there are no agenda items, the meeting will be canceled.

The parties may mutually agree to discuss items not submitted in advance for placement on the agenda. Minutes shall be taken and, after approval by both parties, distributed.

Section 8. The City agrees to make available one bulletin board for the posting of official union notices at each of the following locations: Civic Center, South Water Treatment Plant, Police Building, Municipal Services Center, Lake Office and all newly constructed and/or acquired facilities. Such notices must relate to legitimate union business, including but not limited to the announcement of meetings, election of officers, and union recreational or social affairs. The privileges granted in this section shall not apply to notices that are defamatory in nature.

Section 9. The City does discourage the use of alcohol during the lunch period for safety and public relations reasons. The City strictly prohibits the use of alcohol or unprescribed drugs during the working hours, on City property, or in the City vehicles. Employees found unfit for duty shall be suspended immediately.

Section 10. Random drug testing in accordance with the standards and procedures of the Federal Commercial Motor Vehicle Safety Act and any regulations duly promulgated there under will be conducted for all employees appointed to all position classifications covered by this collective bargaining agreement.

Section 11. Discipline. All discipline in situations involving a positive drug/alcohol test in accordance with Section 10 above shall be administered as specified below:

(a) First Positive. In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed thirty (30) calendar days.

(b) Second Positive. Employees who test positive on the confirmatory test for drugs or alcohol on a second occasion within a five-year period shall be subject to discharge. The employee's Department Director is hereby empowered to impose such penalty, and neither the Civil Service Commission nor an arbitrator shall have jurisdiction to review, set aside or modify such penalty. This Section 11 shall in no way limit discipline by the employer for just cause.

Section 12. Work Place Violence. Employees who engage in potentially violent behavior shall be required to attend the employee assistance program (EAP).

ARTICLE 2O

GRIEVANCES

Section 1. Definition. A grievance is hereby defined as an actual dispute between the City and the Union or an employee covered by this Agreement concerning only the application, meaning or interpretation of the express terms of this Agreement as they affect the members of the Union or said employee.

Section 2. Procedure.

Step One: The Union or any employee covered by this agreement may submit a grievance in writing to an immediate non-bargaining unit supervisor on a form agreed to by both the City and the Union. The grievance shall state in simple and concise terms the nature of the dispute and shall specify the portion of the agreement which the union or the employee feels is being violated. The immediate non-bargaining unit supervisor shall respond in writing within ten (10)

business days with his decision. A "business day", for the purposes of this Article shall be any day on which the City's administrative offices are open and conducting business.

Step Two. If the union is not satisfied with the immediate non-bargaining unit supervisor's response, the written grievance may be referred to the Division Manager within ten (10) business days after immediate non-bargaining unit supervisor's decision. The grievance filed must be specific as to the contract section or sections that was violated and the nature of the dispute. The Division Manager may meet with one representative within ten (10) business days after receiving the grievance. The Division Manager shall respond in writing within ten (10) business days with his/her decision.

Step Three. If the union is not satisfied with the Division Manager's response, the written grievance may be referred to the Department Director within ten (10) business days after the Division Manager's decision. The Department Director shall meet with one representative of the union within ten (10) business days after receiving the grievance. The Department Director shall respond in writing within ten (10) business days with his decision.

Step Four. If the union is not satisfied with the Department Director's response, the written grievance may be referred to the City Manager within ten (10) business days after the Department Director's decision. The City Manager shall meet with three representatives within fifteen (15) business days after receiving the grievance. The City Manager shall respond in writing within ten (10) business days with his decision.

Timelines indicated in Step One through Step Four of this section may be extended on a case by case basis with the mutual consent of the City and the Union.

Section 3. Arbitration. (a) If the union is not satisfied with the City Manager's response, the written grievance may be referred to arbitration by so notifying the City Manager's Office in writing within ten (10) business days after the City Manager's decision. Within sixty (60) business days of the written notice to arbitrate, the parties will tender a request to the Federal Mediation and Conciliation Service asking for a panel of arbitrators. Upon the receipt of said panel the Union and the City will strike names. Both the City and the union shall have the right to strike two names from the panel with the party striking first to be determined by a coin toss. The remaining person shall be the arbitrator who shall be notified of their selection by a joint letter from both parties, requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Decatur, Illinois, unless otherwise mutually agreed. If such executed requests or notices to meet or confer are not provided to the City within the limits established herein, no arbitrator shall have authority or jurisdiction to decide the matter and the same will be deemed settled on the basis of the City's last response. The limits established hereby may be extended by mutual agreement, in writing, of the parties. Arbitrators must follow Illinois Rules of Evidence.

(b) The only issue to be arbitrated and capable of being arbitrated is that specific issue or issues listed in the initial grievance. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. He shall only consider and make a decision with respect to the specific issue submitted to him in writing, and shall have no authority to make a decision as to any other issue not so submitted to him or as to any issue not expressly covered by the terms of this agreement. In the event that the arbitrator finds a violation of the terms of this agreement, he shall fashion an appropriate remedy within the limits provided herein. The arbitrator shall have no power to make a decision that is contrary to the laws of the State of Illinois or the United States. The arbitrator shall submit

his written decision to the parties within thirty (30) business days of the close of the hearings or the submission of briefs, whichever is later, unless the parties agree to an extension. A decision rendered consistent with the terms hereof shall be final and binding and may be enforced at the instance of either party in the Circuit Court of Macon County. The pendency of any proceedings in the Circuit Court for review of the arbitrator's decision as allowed by law shall not automatically stay the order of the arbitrator.

(c) The expenses and fees of the arbitrator and the costs of the hearing room and any transcription of the hearing, if requested by either party, shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved, except that said decision and award may be reviewed by any court of competent jurisdiction as provided by law. Each party shall be responsible for compensating its own representatives and witnesses.

(d) No arbitration order or award entered under the provision hereof may limit or interfere in any way with the powers, duties and responsibilities vested in the City Council under applicable State law.

Section 4. Timing for Filing a Grievance. (a) No grievance shall be entertained or processed unless submitted within ten (10) business days of the date that the employee knew or should have known of the event giving rise to a grievance. Any award to an aggrieved employee for a violation of the terms of this agreement shall be limited to consideration of only the said ten (10) business days immediately preceding the filing of the grievance plus any period thereafter during which such practice continued. If a grievance is not appealed by the union or the employee to the next step in the procedure set out herein within the time limits set forth or as mutually extended in writing, it shall be deemed waived and settled on the basis of the City's last response.

(b) The affected employee shall have the right to be present at any of the hearings provided for herein if such employee so chooses.

(c) Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate advanced step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate union representative and the appropriate city representative at the step where it is desired to initiate the grievance.

Section 5. Suspensions and Discharges (a) Suspensions and discharges shall be grieved directly to the City Manager, who shall meet with up to two representatives and the affected employee within three (3) business days of the filing of the grievance. The City Manager shall respond in writing within five (5) business days with his decision. Suspensions of three (3) days or fewer shall not be served by the employee prior to the City Manager's decision.

(b) Disciplinary reprimands may be grieved pursuant to the provisions hereof, but such reprimands may not be referred to arbitration as provided in Section 3 hereof. As to such reprimands, the decision of the City Manager is final. The City may, at its option, waive the provisions hereof and permit such discipline as is herein described to be arbitrated according to the provisions of this Article.

(c) Suspensions and discharges may be grieved pursuant to the provisions hereof, including binding arbitration, and in lieu of any proceedings otherwise available before the Civil Service Commission. In such cases, it shall be unnecessary to file said grievance pursuant to Sections 2 through 4 hereof, the notice to the City Manager's Office provided for herein being sufficient to

give the arbitrator jurisdiction of the matter, and said time limits herein provided being the only such limits regarding notice of intent to arbitrate required to be met by such employee, any provisions of Section 2 to the contrary notwithstanding. In order to exercise the option provided for hereunder to refer a matter to an arbitrator rather than the Civil Service Commission, or to have an arbitrator adjudicate a suspension not within the jurisdiction of the Civil Service Commission, an employee must file with the City Manager's Office, in writing, a notice that such employee wishes such suspension or discharge to be referred to arbitration, which arbitration shall be conducted pursuant to the provisions of this Chapter except where expressly modified by the provisions hereof. Such a notice must be filed not later than the end of the fifth business day following the notice to the employee of the discipline to be imposed. Failure to file such a notice within the time limits provided herein shall constitute a waiver of the right of such employee to have said matter arbitrated, and any disciplinary proceedings initiated following such failure to file such notice, if any are required, shall be pursuant to the Civil Service Law as provided in Section 3 of Article 11 hereof. A decision by either the Civil Service Commission or an arbitrator shall preclude consideration of the same matter by the other.

ARTICLE 21

CITY AUTHORITY

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the city and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibility thereof to the people of the City.

Section 2. Except as amended, changed or modified by this agreement, the City retains all management rights and powers granted it by law. Said rights and powers are subject to the terms and conditions of this Agreement and include but are not limited to the following: the right to establish, discontinue or modify those terms and conditions of employment not controlled by this Agreement; the right to operate and manage all manpower, facilities and equipment; the right to establish functions and programs; the right to set and amend budgets; the right to determine the utilization of technology; the right to establish and modify the organizational structure; the right to select, direct and determine the number of personnel and the right to establish work schedules.

ARTICLE 22

NON-DISCRIMINATION

During the term of this Agreement neither the City nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, sexual orientation, national origin, political affiliation or with regard to whether any person is or is not affiliated with the Union.

ARTICLE 23

SAVINGS CLAUSE

Should any article, section or portion thereof of this agreement be held unlawful or unenforceable by any court of competent jurisdiction such decision of the court shall apply only to that

specific article, section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein. The City and the Union agree to negotiate as soon as practicable a substitute for the invalidated article, section, or portion thereof.

ARTICLE 24

NEWLY CREATED POSITIONS

Section 1. When a new job classification is established or an existing one is changed, the City will submit a description in writing and a wage rate to the Union. If the Union wishes to meet with the City regarding the new classification description or wage rate, a meeting will be requested within ten (10) days of the Union's receipt of the wage and classification description. Any unresolved differences of opinion between the parties in regard to wages will be subject to the grievance procedure.

Section 2. Any grievances filed concerning wages on a new or changed job classification may be filed in accordance with Article 20 Section 2. If no grievance is filed by the Union within fourteen (14) days of the City's submission of the description and wage rate to the Union, the matter will be deemed settled on the basis of the City's proposal.

Section 3. During any period in which there is a dispute concerning wage rates for a new classification, the City may fill such classification temporarily at a rate of pay determined by the City.

ARTICLE 25

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, covered by the terms of this Agreement or bargained about during the negotiations resulting in this Agreement.

However, the City agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining units without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the contract, the contract shall prevail. In order to qualify as a bona fide past practice, such practice must be (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

ARTICLE 26

PERSONNEL FILES

Section 1. The City shall keep a central personnel file for each employee. Supervisors may keep working files. Nothing in the supervisors file that is not in the employee personnel files can be used against the employee for disciplinary purposes.

Section 2. Inspection of employee's personnel file shall be in accordance with the Illinois Personal Records Act, Chapter 48, Section 2000 et. seq.

Section 3. An employee who is involved in a current grievance against the employer may designate in writing that a union representative may inspect his or her personnel file subject to the procedures incorporated in Section 2 of this article.

ARTICLE 27

TERM OF AGREEMENT

Section 1. This Agreement shall become effective as of January 1, 2023 and shall remain in full force and effect through December 31, 2024, and thereafter from year to year, January 1 through the following December 31, until terminated. This Agreement may be terminated by either party hereto by giving written notice to either party sixty (60) days prior to December 31, 2024, or sixty (60) days prior to December 31st of any subsequent year in which termination is sought.

Section 2. The Union and the City agree to split equally the costs of printing this Agreement.

Section: 3. All previously executed memoranda of understanding, and collective bargaining agreement addenda, settlement agreements, and supplemental agreements not incorporated into this contract shall now and hereafter be null and void.

Dated the _____ day of _____, 2022

For AFSCME Council 31 and Local 268:

_____

_____

_____

_____

_____

For the City of Decatur, Illinois:

_____
City Manager

Attest:

_____
City Clerk

EXHIBIT A

Position Classification	Pay Grade
Account Clerk I	9
Account Clerk II	11
Account Clerk III	13
Accounting Assistant	14
Buyer	16
Chief Water Plant Operator	20
City Electrician	19
Construction Code Inspector	
Electrical	21
Heating & Air Conditioning	21
Plumbing	21
Structural	21
Crew Chief	15
Engineering Technician I	16
Engineering Technician II	18
Engineering Technician III	20
Environmental Standards Technician	14
Equipment Operator	14
Fleet Mechanic	16
Housing Rehabilitation Specialist	21
Instrumentation and Controls Technician	20
Lead Fleet Mechanic	17
Laboratory Technician	19
Maintenance Mechanic II	17
Maintenance Technician I	16
Maintenance Technician II	18
Neighborhood Service Officer	20
Network Support Specialist Intern	14
Network Support Specialist	16
Office Support Representative	9
Parking Enforcement Officer	12
Parking Meter Maintenance Worker	13
Parts Person/Dispatcher	13
Permit Technician	11
Plan Examiner	21
Planning and Development Assistant	14
Rehabilitation Construction Specialist	19
Senior Network Support Specialist	18
Service Worker	13
Traffic Signal Technician	21
Water Customer Service Representative	11
Water Meter Repairer	15
Water Plant Operator I	15
Water Plant Operator III	17
Water Service Technician I	13
Water Service Technician II	15

EXHIBIT B

HOUR ASSIGNMENTS

Section	**Crews**
Streets and Sewers	All except those assigned to clerical
Forestry	All
Water Distribution	Water service repair and replacement and valve turning
Vehicle Maintenance	All Mechanics
Traffic	All

EXHIBIT C

General Services Pay Plan as of January 1, 2023

3.5% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
1	P1 (1)	$14.1407	$565.63	$1,131.25	$29,413
	P2 (2)	$14.4623	$578.49	$1,156.99	$30,082
	A (3)	$14.7922	$591.69	$1,183.38	$30,768
	B (4)	$15.0591	$602.36	$1,204.73	$31,323
	C (5)	$15.3190	$612.76	$1,225.52	$31,863
	D (6)	$15.8660	$634.64	$1,269.28	$33,001
	E (7)	$16.4377	$657.51	$1,315.02	$34,190
	F (8)	$17.0436	$681.74	$1,363.49	$35,451
2	P1 (1)	$14.6414	$585.66	$1,171.31	$30,454
	P2 (2)	$14.9759	$599.04	$1,198.07	$31,150
	A (3)	$15.3190	$612.76	$1,225.52	$31,863
	B (4)	$15.5896	$623.58	$1,247.16	$32,426
	C (5)	$15.8660	$634.64	$1,269.28	$33,001
	D (6)	$16.4377	$657.51	$1,315.02	$34,190
	E (7)	$17.0436	$681.74	$1,363.49	$35,451
	F (8)	$17.6773	$707.09	$1,414.18	$36,769
3	P1 (1)	$15.1615	$606.46	$1,212.92	$31,536
	P2 (2)	$15.5093	$620.37	$1,240.74	$32,259
	A (3)	$15.8660	$634.64	$1,269.28	$33,001
	B (4)	$16.1559	$646.24	$1,292.47	$33,604
	C (5)	$16.4377	$657.51	$1,315.02	$34,190
	D (6)	$17.0436	$681.74	$1,363.49	$35,451
	E (7)	$17.6773	$707.09	$1,414.18	$36,769
	F (8)	$18.3426	$733.70	$1,467.40	$38,153
4	P1 (1)	$15.7049	$628.20	$1,256.39	$32,666
	P2 (2)	$16.0667	$642.67	$1,285.33	$33,419
	A (3)	$16.4377	$657.51	$1,315.02	$34,190
	B (4)	$16.7382	$669.53	$1,339.06	$34,816
	C (5)	$17.0436	$681.74	$1,363.49	$35,451
	D (6)	$17.6773	$707.09	$1,414.18	$36,769
	E (7)	$18.3426	$733.70	$1,467.40	$38,153
	F (8)	$19.0399	$761.60	$1,523.19	$39,603
5	P1 (1)	$16.2809	$651.24	$1,302.47	$33,864
	P2 (2)	$16.6574	$666.30	$1,332.59	$34,647
	A (3)	$17.0436	$681.74	$1,363.49	$35,451
	B (4)	$17.3564	$694.26	$1,388.52	$36,101
	C (5)	$17.6773	$707.09	$1,414.18	$36,769
	D (6)	$18.3426	$733.70	$1,467.40	$38,153
	E (7)	$19.0399	$761.60	$1,523.19	$39,603
	F (8)	$19.7741	$790.97	$1,581.93	$41,130
6	P1 (1)	$16.8833	$675.33	$1,350.66	$35,117
	P2 (2)	$17.2753	$691.01	$1,382.02	$35,933
	A (3)	$17.6773	$707.09	$1,414.18	$36,769
	B (4)	$18.0083	$720.33	$1,440.67	$37,457
	C (5)	$18.3426	$733.70	$1,467.40	$38,153
	D (6)	$19.0399	$761.60	$1,523.19	$39,603
	E (7)	$19.7741	$790.97	$1,581.93	$41,130
	F (8)	$20.5432	$821.73	$1,643.45	$42,730
7	P1 (1)	$17.5157	$700.63	$1,401.26	$36,433
	P2 (2)	$17.9239	$716.96	$1,433.91	$37,282
	A (3)	$18.3426	$733.70	$1,467.40	$38,153
	B (4)	$18.6891	$747.56	$1,495.13	$38,873
	C (5)	$19.0399	$761.60	$1,523.19	$39,603
	D (6)	$19.7741	$790.97	$1,581.93	$41,130
	E (7)	$20.5432	$821.73	$1,643.45	$42,730
	F (8)	$21.3528	$854.11	$1,708.22	$44,414
8	P1 (1)	$18.1786	$727.14	$1,454.29	$37,812
	P2 (2)	$18.6038	$744.15	$1,488.31	$38,696
	A (3)	$19.0399	$761.60	$1,523.19	$39,603
	B (4)	$19.4030	$776.12	$1,552.24	$40,358
	C (5)	$19.7741	$790.97	$1,581.93	$41,130
	D (6)	$20.5432	$821.73	$1,643.45	$42,730
	E (7)	$21.3528	$854.11	$1,708.22	$44,414
	F (8)	$22.2020	$888.08	$1,776.16	$46,180
9	P1 (1)	$18.8766	$755.06	$1,510.13	$39,263
	P2 (2)	$19.3197	$772.79	$1,545.58	$40,185
	A (3)	$19.7741	$790.97	$1,581.93	$41,130
	B (4)	$20.1565	$806.26	$1,612.52	$41,926
	C (5)	$20.5432	$821.73	$1,643.45	$42,730
	D (6)	$21.3528	$854.11	$1,708.22	$44,414
	E (7)	$22.2020	$888.08	$1,776.16	$46,180
	F (8)	$23.0940	$923.76	$1,847.52	$48,036
10	P1 (1)	$19.6076	$784.31	$1,568.61	$40,784
	P2 (2)	$20.0695	$802.78	$1,605.56	$41,745
	A (3)	$20.5432	$821.73	$1,643.45	$42,730
	B (4)	$20.9464	$837.85	$1,675.71	$43,568
	C (5)	$21.3528	$854.11	$1,708.22	$44,414
	D (6)	$22.2020	$888.08	$1,776.16	$46,180
	E (7)	$23.0940	$923.76	$1,847.52	$48,036
	F (8)	$24.0288	$961.15	$1,922.30	$49,980
11	P1 (1)	$20.3773	$815.09	$1,630.19	$42,385
	P2 (2)	$20.8589	$834.36	$1,668.71	$43,386
	A (3)	$21.3528	$854.11	$1,708.22	$44,414
	B (4)	$21.7763	$871.05	$1,742.11	$45,295
	C (5)	$22.2020	$888.08	$1,776.16	$46,180
	D (6)	$23.0940	$923.76	$1,847.52	$48,036
	E (7)	$24.0288	$961.15	$1,922.30	$49,980
	F (8)	$25.0138	$1,000.55	$2,001.11	$52,029
12	P1 (1)	$21.1846	$847.38	$1,694.77	$44,064
	P2 (2)	$21.6869	$867.47	$1,734.95	$45,109
	A (3)	$22.2020	$888.08	$1,776.16	$46,180
	B (4)	$22.6453	$905.81	$1,811.63	$47,102
	C (5)	$23.0940	$923.76	$1,847.52	$48,036
	D (6)	$24.0288	$961.15	$1,922.30	$49,980
	E (7)	$25.0138	$1,000.55	$2,001.11	$52,029
	F (8)	$26.0476	$1,041.90	$2,083.80	$54,179

EXHIBIT C (continued)
General Services Pay Plan as of January 1, 2023
3.5% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
13	P1 (1)	$22.0326	$881.30	$1,762.60	$45,828
	P2 (2)	$22.5566	$902.26	$1,804.53	$46,918
	A (3)	$23.0940	$923.76	$1,847.52	$48,036
	B (4)	$23.5577	$942.31	$1,884.61	$49,000
	C (5)	$24.0288	$961.15	$1,922.30	$49,980
	D (6)	$25.0138	$1,000.55	$2,001.11	$52,029
	E (7)	$26.0476	$1,041.90	$2,083.80	$54,179
	F (8)	$27.1273	$1,085.09	$2,170.18	$56,425
14	P1 (1)	$22.9212	$916.85	$1,833.69	$47,676
	P2 (2)	$23.4680	$938.72	$1,877.44	$48,813
	A (3)	$24.0288	$961.15	$1,922.30	$49,980
	B (4)	$24.5213	$980.85	$1,961.71	$51,004
	C (5)	$25.0138	$1,000.55	$2,001.11	$52,029
	D (6)	$26.0476	$1,041.90	$2,083.80	$54,179
	E (7)	$27.1273	$1,085.09	$2,170.18	$56,425
	F (8)	$28.2647	$1,130.59	$2,261.18	$58,791
15	P1 (1)	$23.8576	$954.30	$1,908.61	$49,624
	P2 (2)	$24.4284	$977.14	$1,954.27	$50,811
	A (3)	$25.0138	$1,000.55	$2,001.11	$52,029
	B (4)	$25.5272	$1,021.09	$2,042.18	$53,097
	C (5)	$26.0476	$1,041.90	$2,083.80	$54,179
	D (6)	$27.1273	$1,085.09	$2,170.18	$56,425
	E (7)	$28.2647	$1,130.59	$2,261.18	$58,791
	F (8)	$29.4567	$1,178.27	$2,356.54	$61,270
16	P1 (1)	$24.8403	$993.61	$1,987.22	$51,668
	P2 (2)	$25.4363	$1,017.45	$2,034.90	$52,907
	A (3)	$26.0476	$1,041.90	$2,083.80	$54,179
	B (4)	$26.5823	$1,063.29	$2,126.59	$55,291
	C (5)	$27.1273	$1,085.09	$2,170.18	$56,425
	D (6)	$28.2647	$1,130.59	$2,261.18	$58,791
	E (7)	$29.4567	$1,178.27	$2,356.54	$61,270
	F (8)	$30.7145	$1,228.58	$2,457.16	$63,886
17	P1 (1)	$25.8667	$1,034.67	$2,069.33	$53,803
	P2 (2)	$26.4890	$1,059.56	$2,119.12	$55,097
	A (3)	$27.1273	$1,085.09	$2,170.18	$56,425
	B (4)	$27.6936	$1,107.74	$2,215.49	$57,603
	C (5)	$28.2647	$1,130.59	$2,261.18	$58,791
	D (6)	$29.4567	$1,178.27	$2,356.54	$61,270
	E (7)	$30.7145	$1,228.58	$2,457.16	$63,886
	F (8)	$32.0316	$1,281.27	$2,562.53	$66,626
18	P1 (1)	$26.9480	$1,077.92	$2,155.84	$56,052
	P2 (2)	$27.5980	$1,103.92	$2,207.84	$57,404
	A (3)	$28.2647	$1,130.59	$2,261.18	$58,791
	B (4)	$28.8642	$1,154.57	$2,309.14	$60,038
	C (5)	$29.4567	$1,178.27	$2,356.54	$61,270
	D (6)	$30.7145	$1,228.58	$2,457.16	$63,886
	E (7)	$32.0316	$1,281.27	$2,562.53	$66,626
	F (8)	$33.4108	$1,336.43	$2,672.87	$69,495
19	P1 (1)	$28.0811	$1,123.24	$2,246.49	$58,409
	P2 (2)	$28.7602	$1,150.41	$2,300.82	$59,821
	A (3)	$29.4567	$1,178.27	$2,356.54	$61,270
	B (4)	$30.0888	$1,203.55	$2,407.11	$62,585
	C (5)	$30.7145	$1,228.58	$2,457.16	$63,886
	D (6)	$32.0316	$1,281.27	$2,562.53	$66,626
	E (7)	$33.4108	$1,336.43	$2,672.87	$69,495
	F (8)	$34.8681	$1,394.72	$2,789.45	$72,526
20	P1 (1)	$29.2768	$1,171.07	$2,342.14	$60,896
	P2 (2)	$29.9866	$1,199.46	$2,398.92	$62,372
	A (3)	$30.7145	$1,228.58	$2,457.16	$63,886
	B (4)	$31.3744	$1,254.98	$2,509.95	$65,259
	C (5)	$32.0316	$1,281.27	$2,562.53	$66,626
	D (6)	$33.4108	$1,336.43	$2,672.87	$69,495
	E (7)	$34.8681	$1,394.72	$2,789.45	$72,526
	F (8)	$36.3890	$1,455.56	$2,911.12	$75,689
21	P1 (1)	$30.5289	$1,221.16	$2,442.31	$63,500
	P2 (2)	$31.2708	$1,250.83	$2,501.66	$65,043
	A (3)	$32.0316	$1,281.27	$2,562.53	$66,626
	B (4)	$32.7226	$1,308.90	$2,617.81	$68,063
	C (5)	$33.4108	$1,336.43	$2,672.87	$69,495
	D (6)	$34.8681	$1,394.72	$2,789.45	$72,526
	E (7)	$36.3890	$1,455.56	$2,911.12	$75,689
	F (8)	$37.9890	$1,519.56	$3,039.12	$79,017
22	P1 (1)	$31.8400	$1,273.60	$2,547.20	$66,227
	P2 (2)	$32.6154	$1,304.62	$2,609.24	$67,840
	A (3)	$33.4108	$1,336.43	$2,672.87	$69,495
	B (4)	$34.1376	$1,365.50	$2,731.01	$71,006
	C (5)	$34.8681	$1,394.72	$2,789.45	$72,526
	D (6)	$36.3890	$1,455.56	$2,911.12	$75,689
	E (7)	$37.9890	$1,519.56	$3,039.12	$79,017
	F (8)	$39.6735	$1,586.94	$3,173.88	$82,521
23	P1 (1)	$33.2253	$1,329.01	$2,658.02	$69,109
	P2 (2)	$34.0363	$1,361.45	$2,722.90	$70,795
	A (3)	$34.8681	$1,394.72	$2,789.45	$72,526
	B (4)	$35.6312	$1,425.25	$2,850.50	$74,113
	C (5)	$36.3890	$1,455.56	$2,911.12	$75,689
	D (6)	$37.9890	$1,519.56	$3,039.12	$79,017
	E (7)	$39.6735	$1,586.94	$3,173.88	$82,521
	F (8)	$41.4372	$1,657.49	$3,314.98	$86,189
24	P1 (1)	$34.6711	$1,386.84	$2,773.69	$72,116
	P2 (2)	$35.5191	$1,420.77	$2,841.53	$73,880
	A (3)	$36.3890	$1,455.56	$2,911.12	$75,689
	B (4)	$37.1890	$1,487.56	$2,975.12	$77,353
	C (5)	$37.9890	$1,519.56	$3,039.12	$79,017
	D (6)	$39.6735	$1,586.94	$3,173.88	$82,521
	E (7)	$41.4372	$1,657.49	$3,314.98	$86,189
	F (8)	$43.2907	$1,731.63	$3,463.26	$90,045

EXHIBIT D

General Services Pay Plan as of January 1, 2024

4.0% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
1	P1 (1)	$14.7063	$588.25	$1,176.50	$30,589
	P2 (2)	$15.0408	$601.63	$1,203.26	$31,285
	A (3)	$15.3839	$615.36	$1,230.71	$31,999
	B (4)	$15.6614	$626.46	$1,252.91	$32,576
	C (5)	$15.9317	$637.27	$1,274.54	$33,138
	D (6)	$16.5007	$660.03	$1,320.05	$34,321
	E (7)	$17.0952	$683.81	$1,367.62	$35,558
	F (8)	$17.7253	$709.01	$1,418.03	$36,869
2	P1 (1)	$15.2270	$609.08	$1,218.16	$31,672
	P2 (2)	$15.5749	$623.00	$1,245.99	$32,396
	A (3)	$15.9317	$637.27	$1,274.54	$33,138
	B (4)	$16.2131	$648.53	$1,297.05	$33,723
	C (5)	$16.5007	$660.03	$1,320.05	$34,321
	D (6)	$17.0952	$683.81	$1,367.62	$35,558
	E (7)	$17.7253	$709.01	$1,418.03	$36,869
	F (8)	$18.3844	$735.38	$1,470.75	$38,240
3	P1 (1)	$15.7679	$630.72	$1,261.43	$32,797
	P2 (2)	$16.1297	$645.19	$1,290.37	$33,550
	A (3)	$16.5007	$660.03	$1,320.05	$34,321
	B (4)	$16.8021	$672.08	$1,344.17	$34,948
	C (5)	$17.0952	$683.81	$1,367.62	$35,558
	D (6)	$17.7253	$709.01	$1,418.03	$36,869
	E (7)	$18.3844	$735.38	$1,470.75	$38,240
	F (8)	$19.0763	$763.05	$1,526.10	$39,679
4	P1 (1)	$16.3331	$653.32	$1,306.65	$33,973
	P2 (2)	$16.7093	$668.37	$1,336.75	$34,755
	A (3)	$17.0952	$683.81	$1,367.62	$35,558
	B (4)	$17.4078	$696.31	$1,392.62	$36,208
	C (5)	$17.7253	$709.01	$1,418.03	$36,869
	D (6)	$18.3844	$735.38	$1,470.75	$38,240
	E (7)	$19.0763	$763.05	$1,526.10	$39,679
	F (8)	$19.8015	$792.06	$1,584.12	$41,187
5	P1 (1)	$16.9321	$677.28	$1,354.57	$35,219
	P2 (2)	$17.3237	$692.95	$1,385.90	$36,033
	A (3)	$17.7253	$709.01	$1,418.03	$36,869
	B (4)	$18.0507	$722.03	$1,444.06	$37,545
	C (5)	$18.3844	$735.38	$1,470.75	$38,240
	D (6)	$19.0763	$763.05	$1,526.10	$39,679
	E (7)	$19.8015	$792.06	$1,584.12	$41,187
	F (8)	$20.5651	$822.60	$1,645.21	$42,775
6	P1 (1)	$17.5586	$702.35	$1,404.69	$36,522
	P2 (2)	$17.9663	$718.65	$1,437.30	$37,370
	A (3)	$18.3844	$735.38	$1,470.75	$38,240
	B (4)	$18.7287	$749.15	$1,498.29	$38,956
	C (5)	$19.0763	$763.05	$1,526.10	$39,679
	D (6)	$19.8015	$792.06	$1,584.12	$41,187
	E (7)	$20.5651	$822.60	$1,645.21	$42,775
	F (8)	$21.3649	$854.60	$1,709.19	$44,439
7	P1 (1)	$18.2163	$728.65	$1,457.31	$37,890
	P2 (2)	$18.6409	$745.63	$1,491.27	$38,773
	A (3)	$19.0763	$763.05	$1,526.10	$39,679
	B (4)	$19.4367	$777.47	$1,554.93	$40,428
	C (5)	$19.8015	$792.06	$1,584.12	$41,187
	D (6)	$20.5651	$822.60	$1,645.21	$42,775
	E (7)	$21.3649	$854.60	$1,709.19	$44,439
	F (8)	$22.2069	$888.28	$1,776.55	$46,190
8	P1 (1)	$18.9058	$756.23	$1,512.46	$39,324
	P2 (2)	$19.3480	$773.92	$1,547.84	$40,244
	A (3)	$19.8015	$792.06	$1,584.12	$41,187
	B (4)	$20.1791	$807.17	$1,614.33	$41,973
	C (5)	$20.5651	$822.60	$1,645.21	$42,775
	D (6)	$21.3649	$854.60	$1,709.19	$44,439
	E (7)	$22.2069	$888.28	$1,776.55	$46,190
	F (8)	$23.0901	$923.60	$1,847.21	$48,027
9	P1 (1)	$19.6317	$785.27	$1,570.53	$40,834
	P2 (2)	$20.0925	$803.70	$1,607.40	$41,792
	A (3)	$20.5651	$822.60	$1,645.21	$42,775
	B (4)	$20.9628	$838.51	$1,677.02	$43,603
	C (5)	$21.3649	$854.60	$1,709.19	$44,439
	D (6)	$22.2069	$888.28	$1,776.55	$46,190
	E (7)	$23.0901	$923.60	$1,847.21	$48,027
	F (8)	$24.0178	$960.71	$1,921.42	$49,957
10	P1 (1)	$20.3919	$815.68	$1,631.36	$42,415
	P2 (2)	$20.8723	$834.89	$1,669.78	$43,414
	A (3)	$21.3649	$854.60	$1,709.19	$44,439
	B (4)	$21.7842	$871.37	$1,742.74	$45,311
	C (5)	$22.2069	$888.28	$1,776.55	$46,190
	D (6)	$23.0901	$923.60	$1,847.21	$48,027
	E (7)	$24.0178	$960.71	$1,921.42	$49,957
	F (8)	$24.9899	$999.60	$1,999.20	$51,979
11	P1 (1)	$21.1924	$847.70	$1,695.39	$44,080
	P2 (2)	$21.6932	$867.73	$1,735.46	$45,122
	A (3)	$22.2069	$888.28	$1,776.55	$46,190
	B (4)	$22.6474	$905.89	$1,811.79	$47,107
	C (5)	$23.0901	$923.60	$1,847.21	$48,027
	D (6)	$24.0178	$960.71	$1,921.42	$49,957
	E (7)	$24.9899	$999.60	$1,999.20	$51,979
	F (8)	$26.0144	$1,040.58	$2,081.15	$54,110
12	P1 (1)	$22.0320	$881.28	$1,762.56	$45,827
	P2 (2)	$22.5543	$902.17	$1,804.35	$46,913
	A (3)	$23.0901	$923.60	$1,847.21	$48,027
	B (4)	$23.5511	$942.05	$1,884.09	$48,986
	C (5)	$24.0178	$960.71	$1,921.42	$49,957
	D (6)	$24.9899	$999.60	$1,999.20	$51,979
	E (7)	$26.0144	$1,040.58	$2,081.15	$54,110
	F (8)	$27.0895	$1,083.58	$2,167.16	$56,346

EXHIBIT D (continued)
General Services Pay Plan as of January 1, 2024
4.0% increase

GRADE	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
13	P1 (1)	$22.9139	$916.55	$1,833.11	$47,661
	P2 (2)	$23.4588	$938.35	$1,876.71	$48,794
	A (3)	$24.0178	$960.71	$1,921.42	$49,957
	B (4)	$24.5000	$980.00	$1,960.00	$50,960
	C (5)	$24.9899	$999.60	$1,999.20	$51,979
	D (6)	$26.0144	$1,040.58	$2,081.15	$54,110
	E (7)	$27.0895	$1,083.58	$2,167.16	$56,346
	F (8)	$28.2123	$1,128.49	$2,256.99	$58,682
14	P1 (1)	$23.8380	$953.52	$1,907.04	$49,583
	P2 (2)	$24.4067	$976.27	$1,952.53	$50,766
	A (3)	$24.9899	$999.60	$1,999.20	$51,979
	B (4)	$25.5022	$1,020.09	$2,040.17	$53,045
	C (5)	$26.0144	$1,040.58	$2,081.15	$54,110
	D (6)	$27.0895	$1,083.58	$2,167.16	$56,346
	E (7)	$28.2123	$1,128.49	$2,256.99	$58,682
	F (8)	$29.3953	$1,175.81	$2,351.62	$61,142
15	P1 (1)	$24.8119	$992.48	$1,984.95	$51,609
	P2 (2)	$25.4055	$1,016.22	$2,032.44	$52,843
	A (3)	$26.0144	$1,040.58	$2,081.15	$54,110
	B (4)	$26.5483	$1,061.93	$2,123.86	$55,220
	C (5)	$27.0895	$1,083.58	$2,167.16	$56,346
	D (6)	$28.2123	$1,128.49	$2,256.99	$58,682
	E (7)	$29.3953	$1,175.81	$2,351.62	$61,142
	F (8)	$30.6350	$1,225.40	$2,450.80	$63,721
16	P1 (1)	$25.8339	$1,033.35	$2,066.71	$53,734
	P2 (2)	$26.4537	$1,058.15	$2,116.30	$55,024
	A (3)	$27.0895	$1,083.58	$2,167.16	$56,346
	B (4)	$27.6456	$1,105.82	$2,211.65	$57,503
	C (5)	$28.2123	$1,128.49	$2,256.99	$58,682
	D (6)	$29.3953	$1,175.81	$2,351.62	$61,142
	E (7)	$30.6350	$1,225.40	$2,450.80	$63,721
	F (8)	$31.9431	$1,277.72	$2,555.45	$66,442
17	P1 (1)	$26.9013	$1,076.05	$2,152.11	$55,955
	P2 (2)	$27.5485	$1,101.94	$2,203.88	$57,301
	A (3)	$28.2123	$1,128.49	$2,256.99	$58,682
	B (4)	$28.8013	$1,152.05	$2,304.11	$59,907
	C (5)	$29.3953	$1,175.81	$2,351.62	$61,142
	D (6)	$30.6350	$1,225.40	$2,450.80	$63,721
	E (7)	$31.9431	$1,277.72	$2,555.45	$66,442
	F (8)	$33.3129	$1,332.52	$2,665.03	$69,291
18	P1 (1)	$28.0259	$1,121.03	$2,242.07	$58,294
	P2 (2)	$28.7019	$1,148.08	$2,296.15	$59,700
	A (3)	$29.3953	$1,175.81	$2,351.62	$61,142
	B (4)	$30.0188	$1,200.75	$2,401.50	$62,439
	C (5)	$30.6350	$1,225.40	$2,450.80	$63,721
	D (6)	$31.9431	$1,277.72	$2,555.45	$66,442
	E (7)	$33.3129	$1,332.52	$2,665.03	$69,291
	F (8)	$34.7473	$1,389.89	$2,779.78	$72,274
19	P1 (1)	$29.2044	$1,168.17	$2,336.35	$60,745
	P2 (2)	$29.9106	$1,196.42	$2,392.85	$62,214
	A (3)	$30.6350	$1,225.40	$2,450.80	$63,721
	B (4)	$31.2924	$1,251.70	$2,503.39	$65,088
	C (5)	$31.9431	$1,277.72	$2,555.45	$66,442
	D (6)	$33.3129	$1,332.52	$2,665.03	$69,291
	E (7)	$34.7473	$1,389.89	$2,779.78	$72,274
	F (8)	$36.2628	$1,450.51	$2,901.02	$75,427
20	P1 (1)	$30.4479	$1,217.91	$2,435.83	$63,332
	P2 (2)	$31.1860	$1,247.44	$2,494.88	$64,867
	A (3)	$31.9431	$1,277.72	$2,555.45	$66,442
	B (4)	$32.6294	$1,305.18	$2,610.35	$67,869
	C (5)	$33.3129	$1,332.52	$2,665.03	$69,291
	D (6)	$34.7473	$1,389.89	$2,779.78	$72,274
	E (7)	$36.2628	$1,450.51	$2,901.02	$75,427
	F (8)	$37.8445	$1,513.78	$3,027.56	$78,717
21	P1 (1)	$31.7501	$1,270.00	$2,540.00	$66,040
	P2 (2)	$32.5216	$1,300.86	$2,601.73	$67,645
	A (3)	$33.3129	$1,332.52	$2,665.03	$69,291
	B (4)	$34.0315	$1,361.26	$2,722.52	$70,785
	C (5)	$34.7473	$1,389.89	$2,779.78	$72,274
	D (6)	$36.2628	$1,450.51	$2,901.02	$75,427
	E (7)	$37.8445	$1,513.78	$3,027.56	$78,717
	F (8)	$39.5085	$1,580.34	$3,160.68	$82,178
22	P1 (1)	$33.1136	$1,324.54	$2,649.09	$68,876
	P2 (2)	$33.9201	$1,356.80	$2,713.61	$70,554
	A (3)	$34.7473	$1,389.89	$2,779.78	$72,274
	B (4)	$35.5031	$1,420.12	$2,840.25	$73,846
	C (5)	$36.2628	$1,450.51	$2,901.02	$75,427
	D (6)	$37.8445	$1,513.78	$3,027.56	$78,717
	E (7)	$39.5085	$1,580.34	$3,160.68	$82,178
	F (8)	$41.2605	$1,650.42	$3,300.84	$85,822
23	P1 (1)	$34.5543	$1,382.17	$2,764.34	$71,873
	P2 (2)	$35.3977	$1,415.91	$2,831.82	$73,627
	A (3)	$36.2628	$1,450.51	$2,901.02	$75,427
	B (4)	$37.0565	$1,482.26	$2,964.52	$77,077
	C (5)	$37.8445	$1,513.78	$3,027.56	$78,717
	D (6)	$39.5085	$1,580.34	$3,160.68	$82,178
	E (7)	$41.2605	$1,650.42	$3,300.84	$85,822
	F (8)	$43.0947	$1,723.79	$3,447.58	$89,637
24	P1 (1)	$36.0579	$1,442.32	$2,884.63	$75,000
	P2 (2)	$36.9399	$1,477.60	$2,955.19	$76,835
	A (3)	$37.8445	$1,513.78	$3,027.56	$78,717
	B (4)	$38.6765	$1,547.06	$3,094.12	$80,447
	C (5)	$39.5085	$1,580.34	$3,160.68	$82,178
	D (6)	$41.2605	$1,650.42	$3,300.84	$85,822
	E (7)	$43.0947	$1,723.79	$3,447.58	$89,637
	F (8)	$45.0224	$1,800.89	$3,601.79	$93,646

EXHIBIT E

HEALTH INSURANCE PLAN HIGHLIGHTS—EFFECTIVE 1/1/2022

MAJOR PLAN ELEMENTS	Plan PJ1005	Plan PJ1009	PE4337
Deductible: Single (In network / out of network) Family/person (In / out of network)	 $250 / $500 $750 / $1,500	 $750 / $1,500 $2,250/ $4,500	 $1,500 / $3,000 $2,800 / $4,500
Max Out-of-Pocket Limit: Single (In network / out of network) Family (In network / out of network)	 $2,000 / $4,000 $4,000 / $8,000	 $3,000 / $6,000 $6,000/ $12,000	 $3,000 / $6,000 $7,150 / $22,500
HSA Eligible	No	No	Yes
PREMIUM CONTRIBUTIONS Bi-monthly deduction			
SINGLE Coverage	$39.50	$16.00	$5.00
EMP + SPOUSE Coverage	$83.50	$39.00	$20.00
EMP + CHILDREN Coverage	$79.50	$37.50	$19.50
FAMILY Coverage	$123.50	$58.00	$29.00
COVERAGE FOR ALL PLANS	**IN NETWORK**		
Hospital benefit Inpatient/Outpatient	80% after deductible	80% after deductible	80% after deductible
Physician Services In Network	 80% after deductible	$20 copay Deductible does not apply	80% after deductible
Emergency Care	$150 copay for non-emergency	$150 copay for non-emergency	80% after deductible
Preventive Care: Evidence-based items / services rated A or B as recommended by U.S. Preventive Services Task Force	100% deductible does not apply	100% deductible does not apply	100% deductible does not apply
Prescription Medicines (retail)	$10 Generic, $20 Formulary, $50 Non-Formulary, $50 Specialty	$10 Generic, $20 Formulary, $50 Non-Formulary, $50 Specialty	80% after deductible
Prescription Medicines: Out-of-pocket expense limit	Individual - $1,000 Family - $3,000	Individual - $1,000 Family - $3,000	Included w/ Medical
Private duty nursing	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year

Physical/Occupational/Speech therapy	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year
Chiropractor	25 visits per calendar year	25 visits per calendar year	25 visits per calendar year
Precertification	Failure to pre-certify may result in a reduction in benefits when receiving inpatient services		

NOTE: The above chart represents only a summary of plan benefits and related information, and is provided for illustrative purposes only. It is not intended as a substitute for the plan document. For detailed information on plan benefits, conditions, limitations, and exclusions, please refer to the plan document.

DATE: 10/7/2022

MEMO: 2022-61

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Dan Mendenall, Municipal Services Manager

SUBJECT:
Resolution Accepting the Bid Price from Oak Brothers Tree Care & Removal, LLC. for Tree Removal Various Locations

SUMMARY RECOMMENDATION:
City Council authorize the execution of a purchase order between the City and Oak Brothers Tree Care & Removal, LLC. for Tree Removal at various locations for their low bid price of $46,250.00.

BACKGROUND:
The trees being removed are dead, dying or hazardous trees. See attached map and tree lists for details.

Bids were sent out by the Purchasing Department on August 25, 2022. Two bids we received, Oak Brothers Tree Care & Removal, LLC was accepted as the lowest bid price. The contractor submitted minority requirements.

The project will remove 25 trees which are too large or difficult for City crews to effectively remove.

LEGAL REVIEW:
Project documents were submitted to the Legal Department on September 21, 2022.

STAFF REFERENCE: Matt Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:
This project is an annual expense in the Land and Building Management operating budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid Price from Oak Brothers Tree Care & Removal, LLC for Tree Removal Various Locations	Resolution Letter
2022-61 Tree Lists & Maps	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID PRICE FROM OAK BROTHERS TREE CARE & REMOVAL, LLC. FOR TREE REMOVAL IN VARIOUS LOCATIONS

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

Section 1. That the tabulation of bids received for Tree Removal in Various Locations presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price provided by Oak Brothers Tree Care & Removal, LLC., in the amount of $46,250.00, 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 Oak Brothers Tree Care & Removal, LLC., for their bid price of $46,250.00.

PRESENTED and ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

Project Name: PUR2022-05 **Tree Removal - Various Locations** **Bid Date: October 5, 2022** **Time: 10:00 a.m.**				**Oak Bros Tree Care & Removal LLC** Bloomington, IL		**Homer Tree Care, Inc** Lockport, IL	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
	Area 1 (Trees 1-6)	1	ea	$11,100.00	$11,100.00	$14,500.00	$14,500.00
	Area 2 (Trees 7-15)	1	ea	$16,650.00	$16,650.00	$23,750.00	$23,750.00
	Area 3 (Trees 16-22)	1	ea	$12,950.00	$12,950.00	$19,750.00	$19,750.00
	Area 4 (Trees 23-25)	1	ea	$5,550.00	$5,550.00	$8,500.00	$8,500.00
TOTAL					$46,250.00		$66,500.00

No bid: Romer Brothers

TREE REMOVAL AREA 1

6 TREES TO BE REMOVED

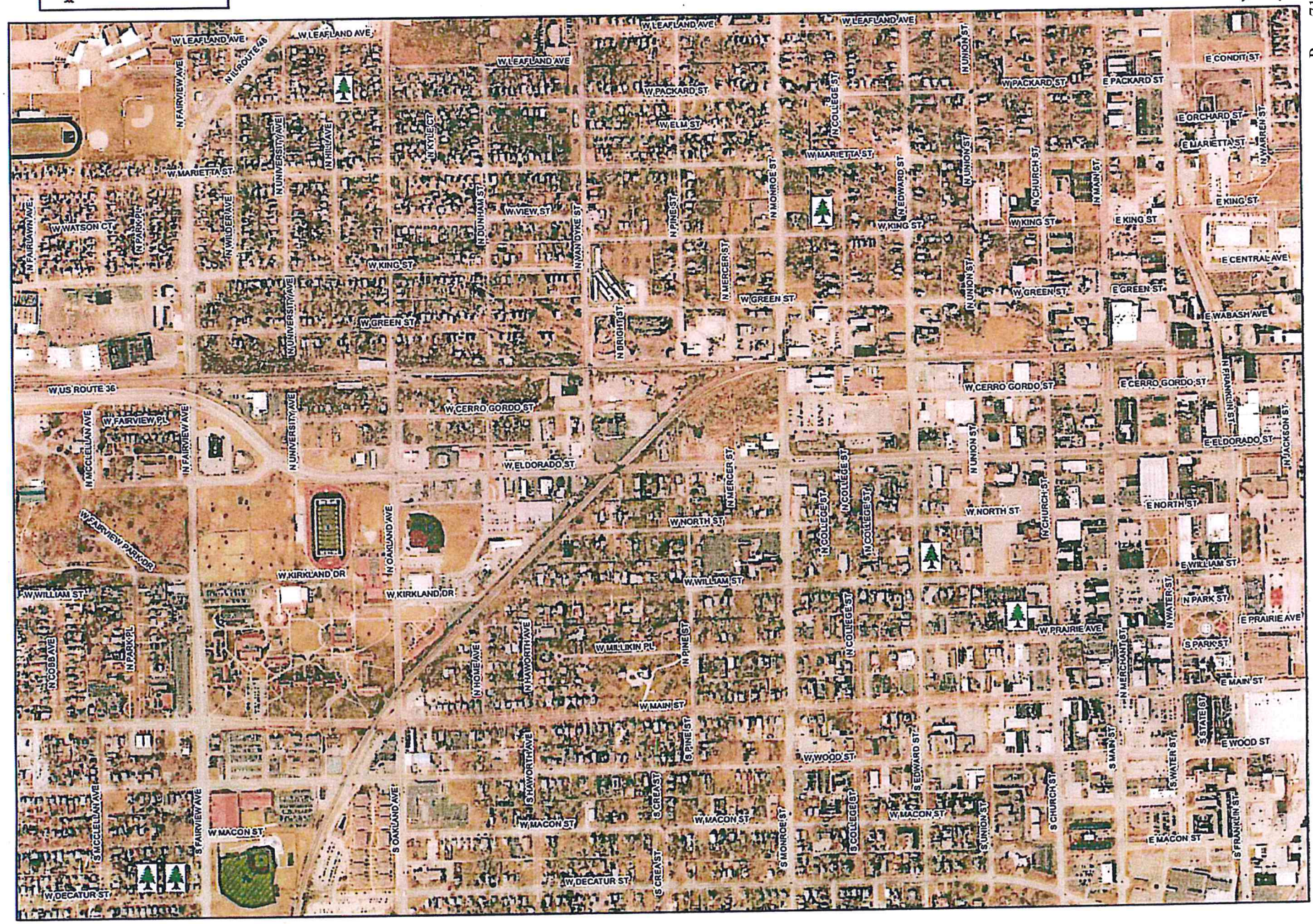
AREA BOUNDED BY N. CHURCH ST.TO THE EAST, MCCLELLAN AVE.TO THE WEST, W. LEAFLAND AVE.. TO THE NORTH, W. DECATUR ST. TO THE SOUTH

1	1340 W. DECATUR	45" HACKBERRY
2	1350 W. DECATUR	45" ASH
3	364 W. WILLIAM	40" ELM
4	240 W. PRAIRIE	48" ELM
5	532 W. KING	36" HACKBERRY
6	1104 N. HILL (ON PACKARD)	36" ELM

Tree Removal Area One

Legend 6
Trees to be Removed

N



TREE REMOVAL AREA 2
9 TREES TO BE REMOVED
AREA BOUNDED BY E. NORTH ST. TO THE NORTH, E. WHITMER TO THE SOUTH, JASPER ST. TO THE WEST, 22ND ST. TO THE EAST

7	1514 E. CLAY	29" ASH
8	ACROSS FROM 1235 E. CLAY	35" ASH
9	238 S. 19TH	44" SILVER MAPLE
10	442 S. 20TH	24" ASH
11	315 N. 20TH	40" HACKBERRY
12	1759 E. MAIN (ON 18TH)	34" SILVER MAPLE
13	1725 E. WOOD	36" ASH
14	1410 E. WILLIAM	38" MAPLE
15	1857 E. LAWRENCE	50" SYCAMORE

Tree Removal Area Two

Legend 9

Trees to be Removed

N



TREE REMOVAL AREA 3
7 TREES TO BE REMOVED
AREA BOUNDED BY GARFIELD AVE. TO THE NORTH, MARIETTA ST. TO THE SOUTH,VAN DYKE ST.. TO THE WEST, JASPER ST TO THE EAST

16	MARIETTA & WARREN (N.E. CORNER)	36" SYCAMORE
17	1538 N CHARLES	40" SILVER MAPLE
18	1539 N. CHARLES	32" SILVER MAPLE
19	1405 E. WALNUT	40" ELM
20	1119 E. WALNUT	48" SYCAMORE
21	721 W. WAGGONER	46" SILVER MAPLE
22	1107 N. MAIN	36" ASH

Tree Removal Area Three

Legend 7

Trees to be Removed

N



TREE REMOVAL AREA 4
3 TREES TO BE REMOVED
AREA BOUNDED BY MOUND RD. TO THE NORTH, WILLIAM STREET RD. TO THE SOUTH
22ND ST. / RT 48 TO THE WEST, BRUSH COLLEGE RD. TO THE EAST

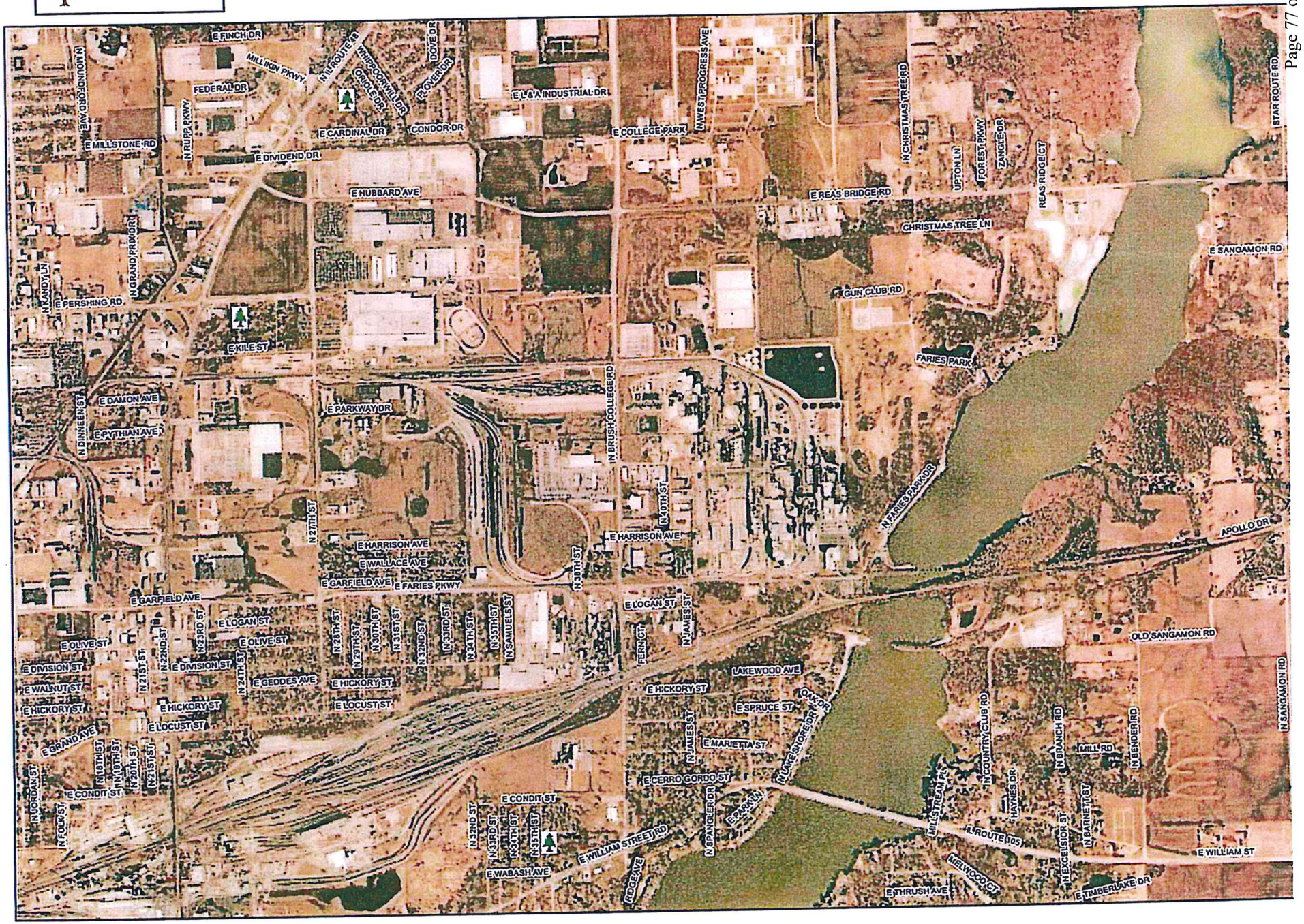
23	944 N. 35TH.	30" ASH
24	29 TANAGER	36" ELM
25	2910 N. 25TH	40" ELM

Tree Removal Area Four

Legend 3

Trees to be Removed

N



DATE: 10/7/2022

MEMO: 2022-62

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing an Agreement with Archer Daniels Midland Company to Improve the City Portion of Christmas Tree Road.

SUMMARY RECOMMENDATION:
It is recommended that the City Council authorize the City Manager to enter into an agreement with Archer Daniels Midland Company (ADM) to improve the portion of Christmas Tree Road under the City's jurisdiction. The Agreement is for a maximum expenditure of $171,500 to be paid out of the City's Local Motor Fuel Tax Fund.

BACKGROUND:
ADM recently received quotes from Dunn Company to improve Faries Parkway / Christmas Tree Road that serve as a back way into their East Plant facility. This work will include the improvement of Christmas Tree Road, south of Reas Bridge Road, a portion of which is within the City's jurisdiction. ADM, the Township, the County and the Park District will also be contributing to the work, based on their respective ownership of different road sections.

The City's portion of the work will improve approximately 1,100 feet of Christmas Tree Road as shown on the attached map. The quote is for a maximum of $171,500. The quote is for a larger area than the City's actual jurisdiction covers so the final cost will likely be between $140,000 to $150,000. City staff has reviewed the quote and determined that it is very competitive with prices on our current paving contract. In short, it is more efficient to reimburse ADM for the city's portion of a larger project than it is to contract and superintend just the city's portion as a stand-alone project.

LEGAL REVIEW:
The Legal Department will be involved in the agreement negotiations with ADM.

POTENTIAL OBJECTIONS: None Foreseen

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS:
Funding is available within the Local Motor Fuel Tax Fund to pay the costs associated with this agreement.

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with Archer Daniels Midland Company to Improve the City Portion of Christmas Tree Road	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION FOR AN AGREEMENT WITH ARCHER DANIELS MIDLAND COMPANY TO IMPROVE THE CITY PORTION OF CHRISTMAS TREE ROAD

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

Section 1. That the quote received by Archer Daniels Midland Company for a price not to exceed $171,500 to improve the City's portion of Christmas Tree Road, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the City Manager be, and is hereby, authorized and directed to negotiate and execute an agreement with Archer Daniels Midland Company to complete the improvement of the portion of Christmas Tree Road under the City's jurisdiction and upon approval of the work, seek reimbursement from the City for a cost not to exceed $171,500.

PRESENTED and ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

EXHIBIT A

PAVING • MILLING • STABILIZATION
724 North Mercer Street - Decatur, IL 62522-1699 - Phone 217-429-4444 - Fax 217-429-7917

To:	ADM	**Contact:**	Josh Bushue
Address:	4666 Faries Parkway Decatur, IL 62526	**Phone:** **Fax:**	618-322-0534
Project Name:	Fairies Park Road ADM 2022	**Bid Number:**	
Project Location:	ADM, Decatur, IL	**Bid Date:**	7/28/2022

Item #	Item Description	Estimated Quantity	Unit	Total Price
6010.1	YELLOW SECTION: Gutter Removal, 8" Soil Cement Process, 1.75" Binder And 1.5" Surface Course Asphalt	9,765.00	SY	$478,485.00
6110	ORANGE SECTION: Gutter Removal, 8" Soil Cement Process, 1.75" Binder And 1.5" Surface Course Asphalt	6,400.00	SY	$313,600.00
6110.1	BLUE SECTION: Gutter Removal, 8" Soil Cement Process, 1.75" Binder And 1.5" Surface Course Asphalt	3,500.00	SY	$171,500.00
6210	GREEN SECTION: Gutter Removal, 8" Soil Cement Process, 1.75" Binder And 1.5" Surface Course Asphalt	1,600.00	SY	$78,400.00

Notes:

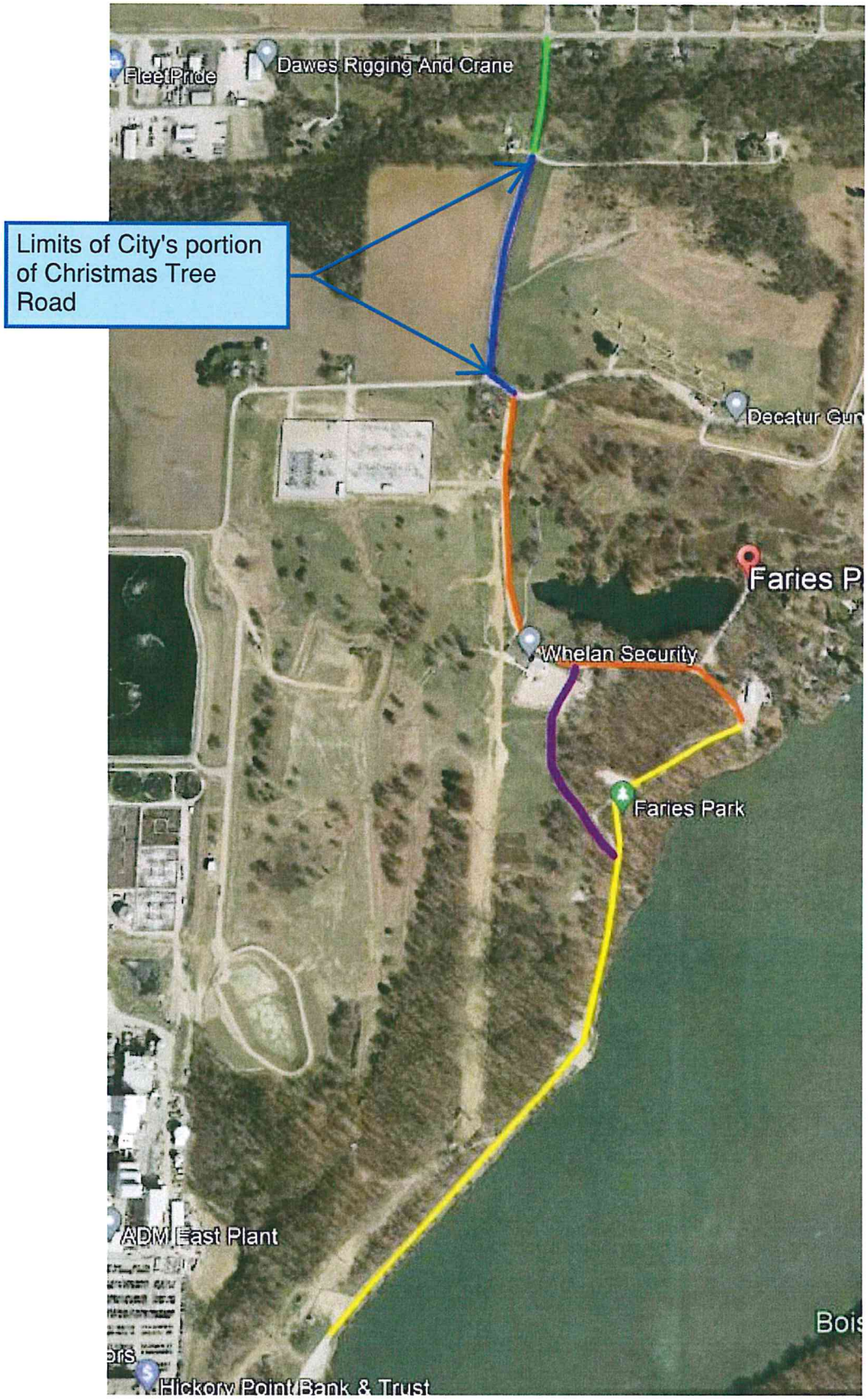
- PRICING IS ESTIMATED FOR THE 2022 CONSTRUCTION SEASON AND IS VALID FOR 30 DAYS ONLY. DUE TO THE VOLATILITY IN FUEL PRICING AND MATERIALS AVAILABILITY, ALL PRICING IS SUBJECT TO REVIEW PRIOR TO ACCEPTANCE.
- NOTE: Any additional insurance premium incurred to provide an Additional Insured or Owners and Contractors protective policy will be added to the above quoted price for the actual expense incurred to provide this additional coverage.

Payment Terms:

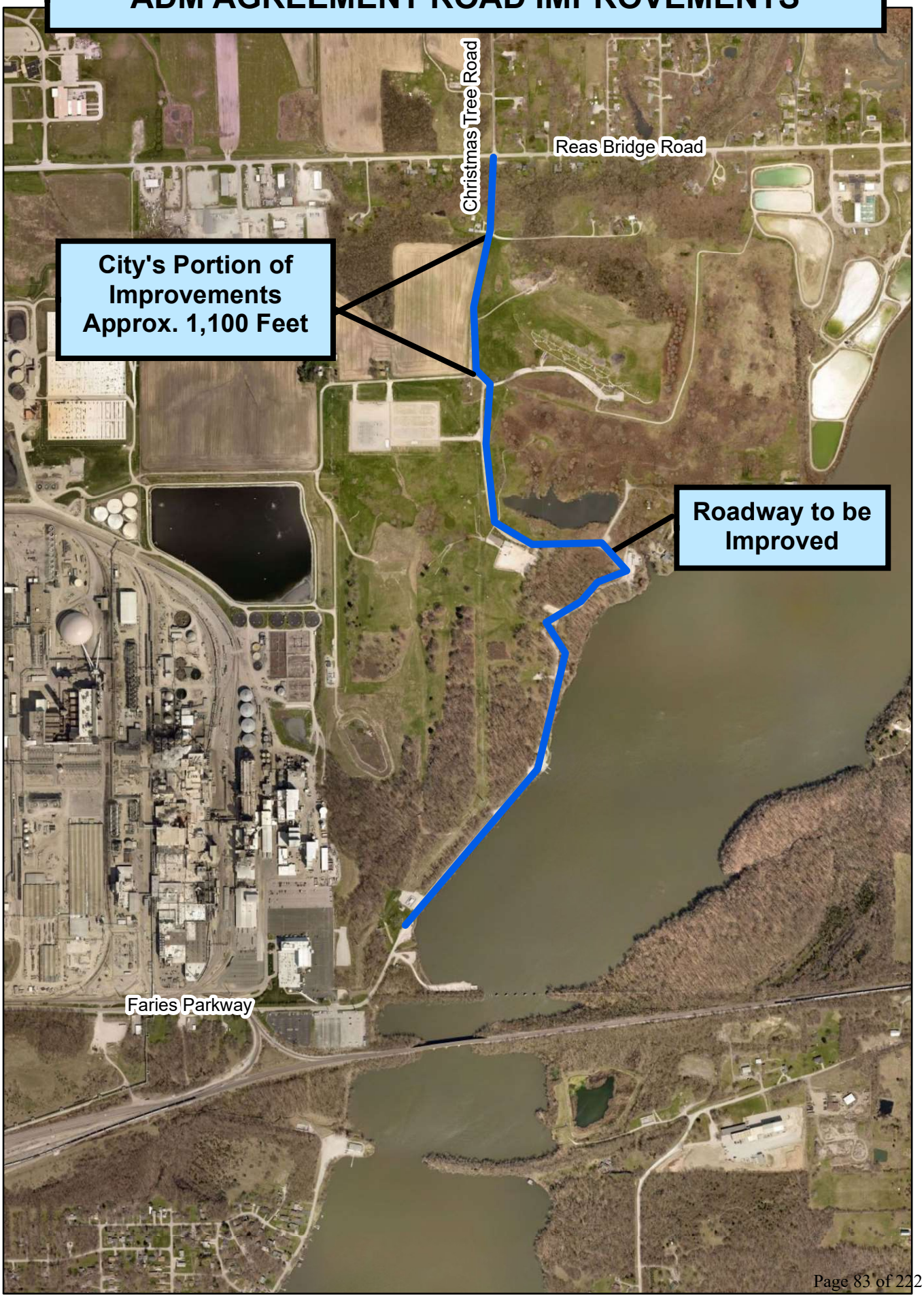
Payment is due thirty (30) days from invoice date. In the event said payment is not made by the due date, 1.5% interest per month will be charged from the date work was completed until the date payment is received. If legal proceedings are commenced to collect any overdue invoice, Customer expressly agrees to pay all of Dunn Company's attorney fees and related costs incurred in connection therewith.

Quote for City's Share to Improve Christmas Tree Road - Not to Exceed

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Dunn Company** **Authorized Signature:** _____ **Estimator:** Grant Pyatt 217-433-9998 grant.pyatt@dunnco.com


Limits of City's portion of Christmas Tree Road
Fleet Pride
Dawes Rigging And Crane
Decatur Gun
Faries P
Whelan Security
Faries Park
ADM East Plant
Hickory Point Bank & Trust

ADM AGREEMENT ROAD IMPROVEMENTS



DATE: 10/10/2022

MEMO: 2022-63

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

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

SUBJECT:
Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Provide Final Design Services for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01.

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) to provide final design services for the Oakland and Grand Area Sewer Separation Project, for a total fee not to exceed $829,600.

BACKGROUND:
Administrative Consent Order
In 2012, the United States Environmental Protection Agency (US EPA) served Decatur with an Administrative Consent Order (ACO), requiring the City to eliminate overflows and reduce basement backups. Staff retained outside legal counsel with expertise and direct experience in US EPA administration of the Clean Water Act. With the assistance of outside counsel and AECOM, extensive negotiations between the City and the US EPA resulted in the US EPA's issuance of an ACO that was greatly limited in scope compared to the initial Order. This was in large measure due to the City's ongoing commitment to improving its sanitary sewer systems, and its good faith efforts to negotiate a reasonable ACO with the US EPA.

The Administrative Consent Order's major requirements include:
1. The development of a Capacity Management, Operations, and Maintenance (CMOM) program. The CMOM program provides a comprehensive review of the City's sewer collection system, including system management, maintenance, and capital improvement funding. The City's CMOM program was approved by the US EPA on May 1, 2018 and has been implemented as required by the ACO.

2. The preparation of a Sewer Collection System Alternatives Analysis (SCSAA) for areas identified to be experiencing Sanitary Sewer Overflows (SSOs) and sewer back-ups during storm

events. This analysis is focused on keeping storm water from entering into the separate sanitary sewer system and to better manage stormwater entering the combined sewer system which makes up about 40% of the City's sewer system.

US EPA Administrative Consent Order Status

The current version of the City's Sanitary Sewer Collection System Analysis (SCSAA) identifies four top priority areas where the City continues to experience 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 were identified as 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 was identified in the SCSAA due to its long term history of wet weather basement backups. The predominant cause of basement backups in the area are the combined 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 core areas.

The City has not received any correspondence regarding the SCSAA from the US EPA since the current version was submitted on November 30, 2017. The plan has still 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 known sewer problems. The design process for each area follows this general pattern:

1. Start with a preliminary review to determine the scope of the inflow and infiltration problems in an area and identify options to address them.
2. Using the results of the preliminary review, complete a final design, including contract drawings and specifications for bidding.
3. Bid and award the project.
4. Complete the project.

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 2023	
2	Florian Ave Area	Completed in 2017	Est. Start in 2023	
3	Oakland and Grand Area	Completed in 2022	Current Project	
4	Ellen and Division Area	Completed in 2018	Completed in 2022	50% complete

Professional Services Agreement

The Grand and Oakland Sewer Separation Study reviewed the combined sewer area shown on the attached location map. This area was identified in the SCSAA due to it having one of the highest clusters of wet weather basement backups that could not be addressed through improved maintenance. The study reviewed multiple alternatives that included full sewer separation, relief sewers and storage, and partial sewer separation with detention.

The recommended alternative was the full sewer separation which would direct storm water to an existing storm sewer located east of the tennis courts in Fairview Park, see attached alternative 3 map. This project will include approximatly 16,100 feet of storm sewer ranging in diameter from 12" to 48" at an estimated construction cost of just under $16 million. The study's executive summary is attached.

The project corridor is in an older urban area, and it is expected to require detailed coordination with IDOT, the Norfolk Southern Railroad, the Sanitary District of Decatur, Fairview Plaza, and the Decatur Park District.

The final design agreement with AECOM will provide the following services.
1. Finalize conceptual design
2. Stakeholder's meetings (Decatur Sanitary District, IEPA, Park District, Norfolk Southern RR, IDOT, Fairview Shopping Plaza)
3. IEPA State Revolving Fund (SRF) Loan Coordination
4. Survey
5. 30% design with cost estimates
6. 90% design with cost estimates
7. Permitting (IDOT, Norfolk Southern, IEPA)
8. Easement Plats
9. Geotechnical Investigation
10. Final bid documents
11. Bidding Services

The cost for the final design is not to exceed $829,600.

SCHEDULE: Final design services will begin upon approval of the Council and is scheduled for completion in late 2023.

This project will be one of the largest sewer projects in the history of Decatur--estimated at over $17 million. When complete, it will divert a large quantity of storm water from combined sewers so that it does NOT go to the Sanitary District of Decatur.

PRIOR COUNCIL ACTION: See Appendix A.

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

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

The Professional Engineering Services Agreement with AECOM will address sanitary sewer priorities 2, 3, and 4.

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. LEGAL REVIEW: The Agreement was reviewed by the Legal Department on October 4, 2022.

BUDGET/TIME IMPLICATIONS: Budget Impact: The proposed professional services agreement with AECOM, is for $829,600. Funding for this project is proposed to be from the Sanitary Sewer Fund.

The City is anticipating to use the IEPA SRF low interest loan program for funding. The final design cost is reimbursable once the city enters into the loan agreement. The loan agreement is finalized once construction bids are received.

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

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Provide Final Design Services for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01	Resolution Letter
Location Map	Backup Material
Alternative 3 Map	Backup Material
Executive Summary	Backup Material
Appendix A	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. TO PROVIDE FINAL DESIGN SERVICES FOR THE OAKLAND AND GRAND AREA SEWER SEPARATION PROJECT
CITY PROJECT 2021-01

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

Section 1. That the Professional Services Agreement to provide final design services for the Oakland and Grand Area Sewer Separation Project, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and AECOM Technical Services, Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and AECOM Technical Services Inc., for a fee not to exceed $829,600.00.

PRESENTED and ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
For
BASIN 5 & 6 SEWER SEPARATION FINAL DESIGN –
OAKLAND AND GRAND AREA
CITY PROJECT 2021-01

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

AECOM Technical Services, Inc.,

("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.

B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.

C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.

D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.

E. EXTRA WORK AND AMENDMENTS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment form is included in this Agreement as Exhibit D. The cost to perform any work prior to

written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. PRELIMINARY DESIGN PHASE.

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

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

2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.

3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, utilizing and based on the information obtained or produced during the preliminary design phase and documents.

4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.

5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.

6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. FINAL DESIGN PHASE.

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

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.

2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary.

4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.

5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.

6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. BIDDING PHASE.

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

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.

2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.

3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

4. Facilitate the Distribution of Plans and Contract Documents to Bidders. To facilitate the distribution of copies of the plans and contract documents to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.

5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.

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

7. Completion Time. Complete the bidding phase and prepare and submit the above-required documents to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary

limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.

D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.

E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.

F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.

G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.

C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.

2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.

3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.

4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.

5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:

a. Name and address of party insured.

b. Name(s) of insurance company or companies.

c. Name and address of authorized agent executing such certificate.

d. Description of type of insurance and coverage afforded thereunder.

e. Insurance policy numbers.

f. Limits of liability of such policies and date of expiration of policies.

g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

a. Workers' Compensation:

Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars ($100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

b. General Liability: Combined single limits of, no less than, one million dollars ($1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of, no less than, one million dollars ($1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars ($1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified

mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.

H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.

M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars ($5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION VI. PAYMENT

A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.0 for services rendered by principals and employees assigned to the Project.

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

B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.0 .

C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.

2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.

5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer

for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____ , 2022

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

_____
City Clerk

CONSULTING ENGINEER FIRM

By: _____

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages "A-1", "A-2" and so on.

City of Decatur, Illinois
Engineering Design Services – Scope of Work
Basin 5 and 6 Sewer Separation
October 11, 2022

OVERVIEW

The City of Decatur "Basins 5 and 6 Sewer Separation Study- Oakland and Grand Area" Report was prepared by AECOM in June of 2022 and provided a basis for the final design. The recommended alternative is Alternative 3, as described in the report and which consists of a proposed separate storm sewer network which discharges into an existing 96-inch diameter sewer east of the Fairview Park Tennis Center.

This Scope of Work for implementation of Alternative 3 identifies tasks that are herein used as the basis for AECOM's proposed fee. The tasks are assigned based on the relevant phase of design summarized below with additional detail in subsequent text in this document.

1. Conceptual Design
    a. Railroad Coordination/Permitting
    b. Research laterals (Fairview Ave. from Marietta St. to King St.)
    c. Investigation of missing flow (smoke testing, dye testing, etc.)
    d. Progress storm sewer routing and sizing
    e. Easement investigation
    f. Sanitary District of Decatur and Decatur Park District Coordination
    g. IDOT/IEPA Coordination/Permitting
    h. Confirm incorporation of Fairview Shopping Center
    i. 96" overflow sewer condition assessment and capacity evaluation
    j. Evaluate potential interconnect with storm between Waggoner St and Sawyer St.
    k. Investigate homes with roof drains connected to laterals.
    l. Opinion of Probable Construction Cost
    m. SRF application/support
    n. Topographic survey
    o. Geotechnical Engineering

2. 30% Design
    a. 30% design plans
    b. List of probable specifications
    c. Potholing for existing utilities
    d. Opinion of Probable Construction Cost

3. 90% Design
    a. 90% design plans
    b. 90% specifications
    c. IDOT/IEPA Coordination
    d. Opinion of Probable Construction Cost
    e. SRF application

4. Issued for Bid Documents
    a. Issued for bid plans

b. Issued for bid specifications utilizing IDOT pay items where applicable
c. Opinion of Probable Construction Cost

5. Bid Phase Services
    a. Pre-Bid Meeting
    b. Contractor RFI's/Addenda
    c. Bid Evaluation/Recommendation
    d. Conformed Documents

Estimated hours and fees for the tasks described are as detailed in the "Proposal for Professional Engineering Services Associated with Basins 5 and 6 Sewer Separation Design". Details on tasks/phases are provided as follows.

TASK 1 – CONCEPTUAL DESIGN

Objective: Further develop routing, sizing, and extent of storm sewer separation work based on Alternative 3 as described in the "Basins 5 and 6 Sewer Separation Study-Oakland and Grand Area" report.

Approach: AECOM's work in this task will consist of progressing the design of the Alternative 3 sewer separation. To this end, coordination will take place with existing utilities and stakeholders including Norfolk Southern Railroad and the Illinois Department of Transportation. Further investigation on properties within Basin 5 and 6 will be performed to note required disconnection of roof drains from sewer laterals, to confirm location of sewer laterals in portions of the route, and to evaluate potential easement requirements.

Additional modeling will be performed based on additional information collected to support the conclusions arrived in Alternative 3. This includes investigation on potential interconnections with a separate storm sewer system, confirmation of capacity of the outfall sewer, and incorporating flow currently known but unaccounted for.

A topographic survey will be obtained for the refined alignment during this phase. Information from this survey will be reviewed for areas that may require further investigation. A $50,000 allowance is included in the design cost to cover this.

Initial application for SRF funding will be prepared during this phase. Also, based on any revisions during this phase, the Conceptual Level Cost Estimate will be refined.

Input:

I-1.1 City of Decatur Record Documents

Activities:

A-1.1 Conduct Topographic Survey
A-1.2 Meetings with IDOT
A-1.3 Meetings with Norfolk Southern Railroad
A-1.4 Meet with City staff to discuss options

A-1.5 Prepare Conceptual Design Report
A-1.6 Refine existing OPCC

Products:
P-1.1 Conceptual Design Report with Conceptual Figures

TASK 2 – 30% Design

Objectives: Provide preliminary (30%) design documents including drawings, list of specifications, and opinion of probable construction costs for review and comment.

Approach: Utilizing the information from the Conceptual Design Report and related discussions, AECOM will prepare plans, list of specifications, and the opinion of probable construction costs to the 30% design level. The work will generally include demolition, proposed utilities, and restoration for the separated sewers along with accessory structures.

This 30% design submittal will include basic outline drawings for the extent of work noted above. No detail sheets are anticipated for this submittal. A listing of anticipated specification sections will be included with this submittal.

The 30% design documents will include an AACE Class 3 opinion of probable construction costs. A 20% contingency will be used along with a 15% allowance for contractor overhead and profit.

Input:
I-2.1 Conceptual Design Report

Activities:
A-2.1 30% completion of plans
A-2.2 30% listing of specifications
A-2.3 30% completion of opinion of probable construction costs

Products:
P-2.1 30% plans, list of specifications, and opinion of probable construction costs.

TASK 3 – 90% DESIGN

Objective: Provide 90% design documents including drawings, specifications, and opinion of probable construction costs for review and comment.

Approach: Utilizing the latest plans and specifications along with the City's review comments, AECOM will complete plans and specifications to the 90% level. The 90% level will include drawings and specifications to a level of development that is essentially biddable. The opinion of probable construction costs will be an update to the 60% design estimate with an AACE Class 1 estimate using 10%

construction cost contingency and a 15% contractor overhead and profit allowance.

Input:

I-4.1 Latest plans and specifications

Activities

A-4.1 90% completion of plans
A-4.2 90% completion of specifications
A-4.3 90% completion of opinion of probable construction costs
A-4.4 SRF Application

Products:

P-4.1 90% level plans, specifications, SRF Application package, and opinion of probable construction costs

TASK 4 – ISSUED FOR BID DOCUMENTS

Objective: Provide Final design documents including drawings, specifications, and opinion of probable construction costs for review and comment.

Approach: Utilizing the latest plans and specifications along with the City's review comments, AECOM will complete plans and specifications to the 100% level. The 100% level represents documents that are ready for bidding. The opinion of probable construction costs will be revised, and remain an AACE Class 1 estimate with a 10% construction cost contingency and a 15% contractor overhead and profit allowance.

Input:

I-5.1 Latest plans and specifications

Activities

A-5.1 100% completion of plans
A-5.2 100% completion of specifications
A-5.3 100% completion of opinion of probable construction costs

Products:

P-5.1 100% level plans, specifications, and opinion of probable construction costs

TASK 5 – BID SERVICES

Objective: AECOM will provide bid assistance to the City of Decatur for this project.

Approach: AECOM will utilize the City's review comments to prepare the final plans and specifications for advertisement and for distribution to prospective bidders. Approximately 98 Drawings are anticipated. The City of Decatur will arrange for advertisement in local publication(s).

AECOM will attend the pre-bid meeting and assist the City in presenting the prospective bidders with an overview of the project scope, review of the instructions to bidders, and the general conditions of the construction contract.

AECOM will respond to inquiries and questions from contractors, manufacturers, and other interested parties. The fee estimate is based on receiving 50 questions during the bidding period with additional hours to distribute and track the responses. Questions and responses will be documented, filed, and transmitted to the City as requested. AECOM will prepare two addenda to clarify requirements of the contract and will distribute the Addenda to all parties that obtained bidding documents.

AECOM will review the contractor's bids submitted for general conformance and the ability to conduct the work. AECOM will prepare a bid tabulation summarizing each contractor's bid. Tabulations will be broken down into the major components that were identified in the contract documents. After analyzing the bids received, AECOM will prepare a recommendation to the City for the award of a contract.

Activities

A-6.1	Prepare invitation to bid.
A-6.2	Provide bid documents to interested contractors and suppliers.
A-6.3	Attend pre-bid meeting
A-6.4	Document bidder questions and responses
A-6.5	Prepare bid tabulations
A-6.6	Prepare letter of award recommendation

Product:

P-6.1	Bid documents
P-6.2	Pre-Bid Meeting Minutes
P-6.3	Bid tabulation
P-6.4	Letter of award recommendation

DESIGN SCHEDULE

The proposed schedule for design services generally follows the dates below. It is anticipated that a set of documents for SRF application will be available along with the 90% design. 100% documents for bidding will then be delivered in time to allow for procurement of construction services prior to SRF funding.

Anticipated Notice to Proceed:	11/1/22
Conceptual Design Report to Client	1/31/23
30% Design to Client	4/25/23
90% Design to Client	8/15/23
100% Design to Client	9/26/23

COMPENSATION

AECOM proposes a fee of **eight hundred twenty nine thousand and six hundred dollars ($829,600)** to perform the engineering design services for the City of Decatur Basin 5 and 6

Sewer Separation Project as summarized above. A more detailed breakdown of the tasks showing the related fees is provided in Table 1 below. It is our understanding that costs related to construction services are not needed at this time and proposed hours and fee for construction related services will be determined upon completion of design work. We would be happy to discuss those services with you further, when appropriate.

Project Task		Hours	Budget ($)
Number	**Description**		
Task 1	Conceptual Design Report	542	$82,000
	Survey Allowance		$50,000
	Geotechnical Engineering/Field work	60	$44,600
Task 2	30% Design	1520	$214,000
Task 3	90% Design	1975	$287,000
Task 4	100% Design	635	$92,700
Task 5	Bidding Services	181	$29,300
Task 6	Client Directed Contingency		$30,000
TOTAL ESTIMATE		**4913**	**$829,600**

IEPA SRF Loan Project Special Conditions

a) The **ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Water Pollution Control Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

b) The ENGINEER agrees to include paragraphs c. through e. of this clause in all his contracts and all tier subcontracts directly related to project performance which are in excess of $25,000.

c) The ENGINEER agrees to maintain books, records, documents and other evidence directly pertinent to performance of IEPA loan work under this AGREEMENT consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, NY 10019; June 1, 1987). The IEPA or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection c. above, to the IEPA. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

e) Records under subsection c. above shall be maintained and made available during performance on IEPA loan work under this AGREEMENT and until 3 years from date of final I EPA loan audit for the project. In addition, those records which relate to any "dispute" appeal under an IEPA loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim or exception.

f) The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the OWNER shall have the right to annul this AGREEMENT without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

g) The ENGINEER certifies that the services of anyone that has been debarred or suspended under federal Executive Order 12549 has not or will not be used for planning, design and construction.

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

AECOM Insurance Clarification Document

Re: City of Decatur Professional Engineering Services Agreement for Basin 5 & 6 Sewer Separation Final Design – Oakland and Grand Area City Project 2021-01 ("Agreement")

AECOM Technical Services, Inc. ("AECOM") is a global design, engineering, planning and related professional services company that executes thousands of projects annually. AECOM maintains significant insurance coverage/limits in place that are consistent with insurance programs of our peer group, and liquid cash assets that are adequate to handle any issues which may arise out of such contracts.

With respect to Section IV.D.7.e in the above-noted Agreement, we provide the following clarifications:

- AECOM's insurance programs have deductibles/self-insured retentions that are appropriate for a company of our size and financial strength and are common among our peer group. As such, we confirm that we will be solely responsible for all of our deductibles or self-insured retentions. For additional information please refer to our corporate financial statements that are publicly available on www.aecom.com and which demonstrate our financial strength and ability to satisfy our deductibles/self-insured retentions.

CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY:_____
(Signature) (Title)

Dated this ____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

(Provide a Gantt Chart of the major work elements and the project days to each completion)
Number pages "C-1", "C-2" and so on.

| City of Decatur - Basin 5 & 6 Sewer Separation Project Final Design - Schedule | | |

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

Amendment No

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

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

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

Amount of original contract $ _____
Amount of previous amendments $ _____
Amount of current amendment $ _____
Amount of adjusted/final contract $ _____
☐ addition
Total net ☐ deduction to date $ _____ which is _____ % of Contract Price

State fully the nature and reason for the amendment change _____
_____
_____

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

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

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

Recommended _____ Public Works Director _____ Date

Approved _____ Mayor _____ Date

Attested _____ City Clerk _____ Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2022

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-22-23 10 2022	**CONTACT NAME:** Marsh Risk & Insurance Services **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Newportbeach.CertRequest@marsh.com
INSURED AECOM AECOM Technical Services, Inc. 303 E. Wacker Drive, Suite 1400 Chicago, IL 60601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** N/A — N/A **INSURER C :** Illinois Union Insurance Co — 27960 **INSURER D :** SEE ACORD 101 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002641794-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HDO G72489974	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISA H25564959	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SEE ACORD 101	04/01/2022	04/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2022	04/01/2023	Per Claim/Agg Defense Included	1,000,000

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

Re: Ellen and Division Final Design Engineering Agreement CP 21-01

BASIN 5 & 6 SEWER SEPARATION FINAL DESIGN – OAKLAND AND GRAND AREA; CITY PROJECT 2021-01

CERTIFICATE HOLDER

The City of Decatur, Illinois
Attn: Paul Caswell, City Engineer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101348564
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	AECOM AECOM Technical Services, Inc. 303 E. Wacker Drive, Suite 1400 Chicago, IL 60601
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C68926361	Indemnity Insurance Company of North America - NAIC # 43575	AOS, Including California
WLR C68926324	ACE American Insurance Company - NAIC # 22667	MA
SCF C68926440	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF IL)
) ss.
COUNTY OF Cook)

SECTION I. BUSINESS STATUS STATEMENT

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

A. AECOM Technical Services, Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

__X__ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 95-2661922.

B. CORPORATION

The State of Incorporation is California

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
CT Corporation System Name	_____ Company Address, Principal Office
330 North Brand Blvd., Suite 700 Address	_____ City, State, Zip
Glendale, California 91203 City, State, Zip	_____ Telephone Facsimile
(800) 331-3282 Telephone	_____ Website

The corporate officers are as follows:

President: Karl Jensen

Vice President: John M. Lannon

Secretary: Manav Kumar

C. PARTNERSHIP OR LLC

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

Name	Home Address & Telephone
Name	Home Address & Telephone
Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract ___X___ None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Signature

Michael H. Winegard
Printed Name

Vice President
Title

SUBSCRIBED and SWORN to before me this 11 day of October, 2022.

Notary Public

TRINA L. PECINA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 16, 2023

Exhibit H

DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER
As of the date of this contract.

Project Name: Basin 5 & 6 Sewer Separation Study – Oakland and Grand Area

Consulting Engineer: AECOM Technical Services, Inc.

Classification	Minimum	Maximum
Principal	$90.00	$115.00
Project Manager	$45.00	$85.00
Structural Engineer	$35.00	$85.00
Senior Engineer	$35.00	$75.00
Engineer	$30.00	$55.00
Senior Technician	$30.00	$50.00
Technician	$25.00	$50.00
Professional Land Surveyor	N/A	N/A
Construction Inspector	$25.00	$50.00
Clerical	$20.00	$38.00

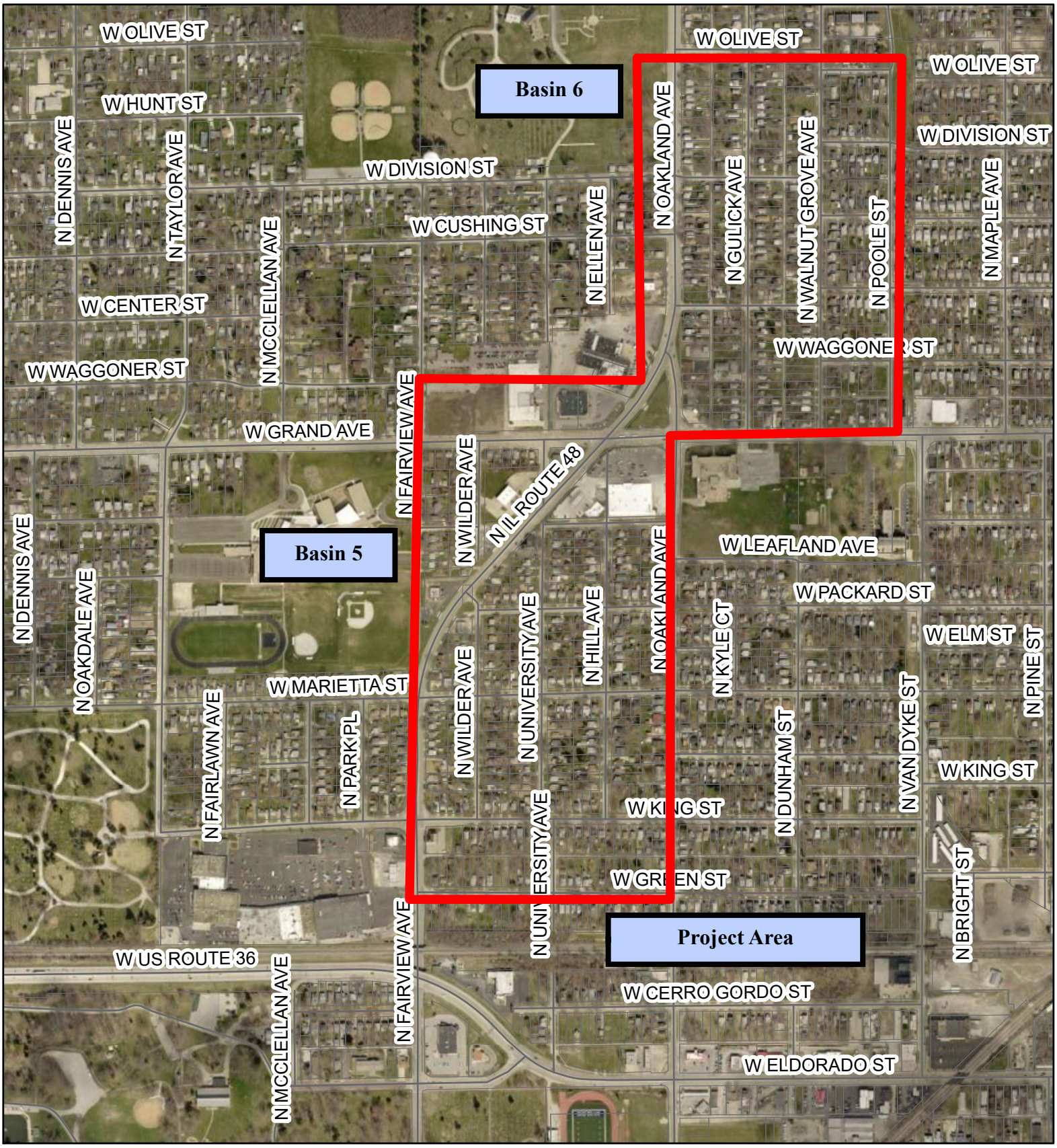
Exhibit I - CITY OF DECATUR INVOICE DATA SHEET			
Project:			
(Consulting Engineer Name &Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			$

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

Consulting Engineer's Signature: _____

Title: _____

Oakland and Grand Area Sewer Seperation Project
Location Map (SCSAA Basin 5 and 6)
City Project 2021-01



City of Decatur, Illinois
Public Works Department
Engineering Division

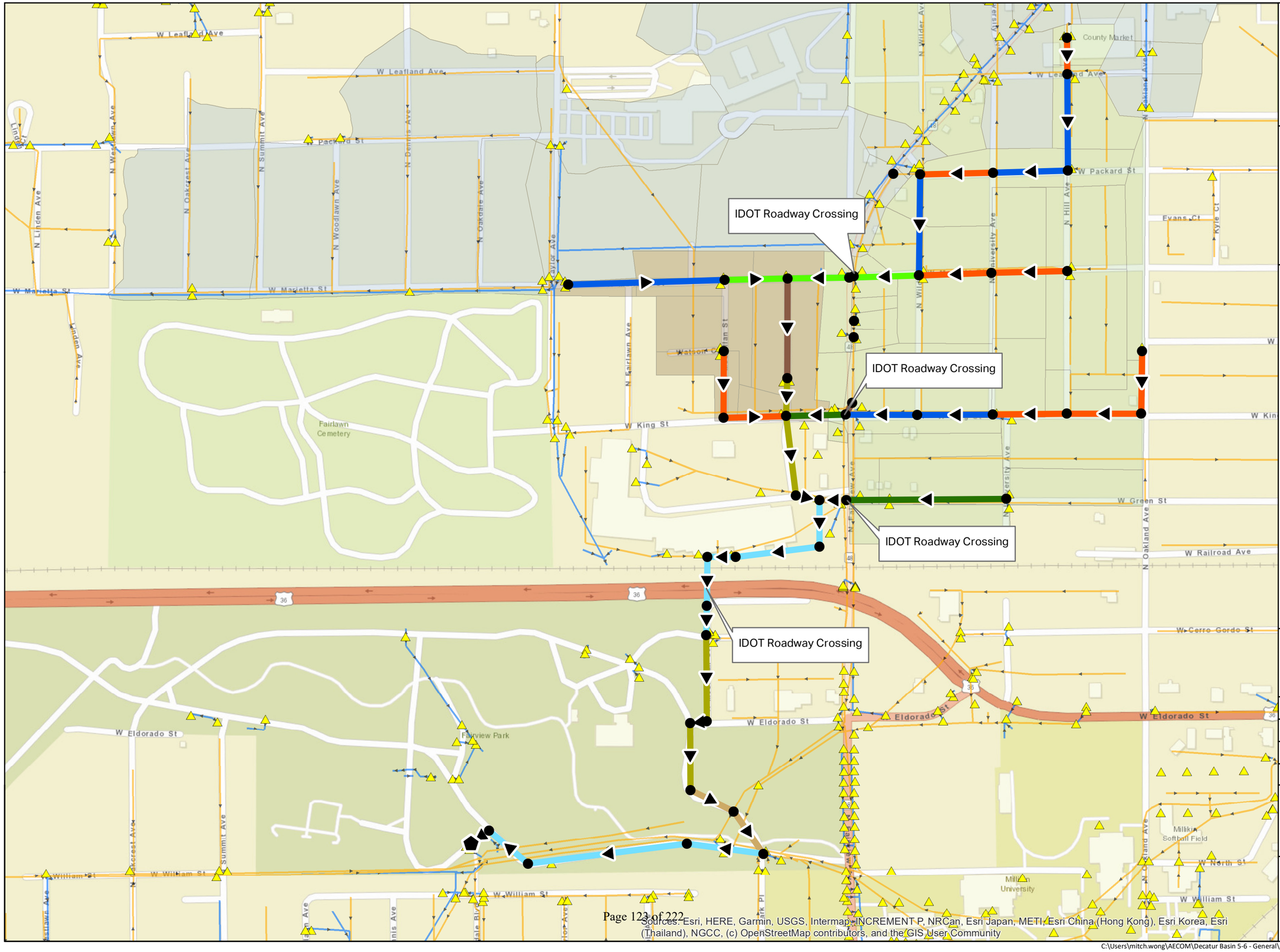


FIGURE 4-4

City of Decatur

Alternative 3 -

Fairview 96-inch Diameter Sewer

Basins 5 and 6 Sewer Separation Study - Oakland and Grand Area

- Basins 5 and 6
- IDOT Corridor
- Additional Contributing Area
- Existing Storm Sewer
- Existing Sanitary or Combined Sewer
- Existing Inlet or Catch Basin

Proposed Sewer

Diameter (inches)

- 12
- 15
- 18
- 24
- 30
- 36
- 42
- 48

- Proposed Alternative Point of Discharge
- Proposed Manhole

AECOM

Drawn By:	**MWW**
Checked By:	**HC**
Date:	**June, 2022**
Project #:	**60662757**

Projection:
NAD 1983 StatePlane Illinois East FIPS 1201 Feet

1 inch equals 400 feet

N Feet 0 150 300 600

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

C:\Users\mitch.wong\AECOM\Decatur Basin 5-6 - General\400-Technical\499 Report\Figures\Figures_GIS\Revised GIS\Figure_4_4.mxd

Basins 5 and 6 Sewer Separation Study – Oakland and Grand Area

Prepared for:

City of Decatur

Prepared by:

AECOM Technical Services, Inc.
303 East Wacker Drive; Suite 1400
Chicago, Illinois 60601

June 2022

Executive Summary

The purpose of the Sewer Separation Study was to evaluate the flooding and basement backup issues within the City of Decatur collection system Basins 5 and 6, develop a hydraulic and hydrologic model of the drainage system, formulate, and evaluate alternatives, develop construction cost estimates for the alternatives and develop recommendations.

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

Basins 5 and 6 were identified as a critical area within the City's combined sewer system that require improvements to reduce basement backups and meet the USEPA's requirements. In 2016 and 2017, AECOM Technical Services, Inc. (AECOM) assisted the City in evaluating multiple alternatives for reducing basement backup. Refer to AECOM's Sewer Collection System Alternatives Analysis (SCSAA), which was originally submitted on April 11, 2016, and was revised and resubmitted on November 4, 2016 and November 30, 2017. At that time, the recommended alternative was for the City to perform partial sewer separation and construct relief sewers. While this alternative was discussed and submitted to the USEPA, no response from the USEPA was provided. The City would like to complete all the projects necessary to meet the requirements of the ACO, including the Basins 5 and 6 projects, and as a result, discussed the recommended alternative with the Sanitary District of Decatur (SDD) in early 2021 to move the project forward. SDD was unwilling to approve the proposed relief sewers and requested that the City evaluate complete sewer separation within Basins 5 and 6. Therefore, AECOM is assisting the City in the evaluation of new alternatives, including multiple total sewer separation alternatives, in order to reduce basement backups and meet the requirements of both the USEPA and SDD.

While AECOM had already developed the hydrologic and hydraulic (H&H) model of the existing combined sewer network as a part of the SCSAA, the model was updated with the latest flow monitoring data and the addition of the local Illinois Department of Transportation (IDOT) storm sewer drainage system.

The purpose of implementing substantial improvements to the sewer system within Basins 5 and 6 was to reduce basement backups and meet the requirements of the USEPA's ACO. The SCSAA determined that, as much as possible, Basins 5 and 6 would undergo complete sewer separation. Additionally, there is another, smaller catchment area within the City's overall combined sewer system that is located just west of Basin 5.

This area is known in the report as the "Additional Contributing Area". It was included in the modeling analysis because the City would like the selected alternative to be able to accommodate the possible future separation of the sewers within this area due to regulatory or other requirements. Nine (9) different design alternatives were proposed and each one is described in Table ES-1.

After all the alternatives were evaluated, four (4) design alternatives were eliminated from consideration. Alternative 1, 4, and 5C were all eliminated because the IDOT drainage system does not have excess capacity, since the model predicts that some of the existing IDOT storm sewers are already surcharging for the proposed design storm. Additionally, Alternative 7 was eliminated due to capacity limits within the existing combined sewer system. Therefore, an Engineer's Opinion of Probable Construction Cost (EOPCC) was conducted only on the remaining five (5) alternatives.

Table ES-1 Design Alternative Descriptions

Alternative Number	Alternative Description	Cost	
		With additional contributing area	Without additional contributing area
2	Stevens Creek	$19,810,000	$19,380,000
3	Fairview 96-inch diameter sewer	$15,610,000	$14,660,000
5A	Temporary sewer separation and detention	$10,740,000	$9,790,000
5B	Relief sewer, storage, and pump station	$16,160,000	$15,490,000
6	Relief sewer and separate sewer	$11,340,000	$10,930,000
1	IDOT 60-inch diameter storm sewer	*not evaluated*	
4	Fairview 96-inch diameter sewer and IDOT 60-inch diameter storm sewer		
5C	Detention and IDOT 60-inch diameter storm sewer		
7	Conversion of existing combined sewers		

Alternatives 2 and 5B were eliminated due to their relatively higher cost. While Alternatives 5A and 6 are the most economical options, they both do not completely separate sewers in Basins 5 and 6. Alternative 5A cannot be considered true sewer

separation, since the total volume of stormwater from Basin 5 that will be treated at SDD's treatment plant will not change. Alternative 6 will utilize an existing 36-inch diameter combined sewer that does not have any verifiable capacity while Alternative 3eliminates more than 50% of the water from the combined. The additional cost of Alternative 3 is favorable given the extent of sewer separation. Additionally, Alternative 3 completely eliminates basement backups for the 5-year, 2 hour-storm and very small flooding risks for the City during the 25-year, 2-hour storm. Alternative 3 was ultimately selected because it provides the City with complete sewer separation.

The following design challenges are noted, which will need to be resolved during final design.

1) The proposed routing requires the City to obtain temporary and permanent construction easements.
2) Construction behind Fairview Shopping Center appears to be feasible but will be tight and require jack and bore.
3) The proposed routing currently conflicts with several critical, large diameter existing combined sewers in Fairview Park.
4) The proposed routing extends to an intersection with brick pavers along the McClellan Street and Eldorado Street intersection.
5) An existing 18-inch diameter sewer along Fairview Avenue between Marietta Street and King Street is a storm sewer and will connect to the proposed storm sewer network. This will require open cutting in IDOT pavement and will require a permit.
6) Some modeled flow within the IDOT subcatchment was routed to the existing 18-inch diameter sewer along Fairview Avenue. After flow monitoring was performed it was determined the missing flow is not from this area. Therefore, the origin of the missing flow is unknown and must be determined in final design.

As an additional item evaluated, the proposed routing of Alternative 3 provides various options to accommodate future sewer separation at the Fairview Shopping Center. The Fairview Shopping Center is located on the southwest corner of King Street and Fairview Avenue intersection. While this area is downstream of Basins 5/6 and does not provide direct benefits to the basins, the incremental change to account for its separation was determined to be worth additional consideration. Based on this evaluation, to separate sewer in this area would cost the City of Decatur $550,000 more to allow for up to 0.87 MG of additional flow removed from the combined system from a 5-year, 2-hour storm event. With this favorable cost for the additional removed flow, this change will be incorporated in final design.

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.

DATE: 10/17/2022

MEMO: 2022-10

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Accepting Metro Communications Company, Inc. Invoice for Installation of a Fiber Conduit Raceway starting at Grand Avenue & Calhoun Street and ending at the Southeast corner of 22nd Street & Locust Avenue.

SUMMARY RECOMMENDATION:
City Staff recommends City Council approve the attached Resolution authorizing payment of $50,000 to Metro Communications Company, Inc. (Metro) for the budgeted fiber optic conduit raceway work competed earlier this year.

BACKGROUND:
City owns, manages, and maintains a 144-strand fiber infrastructure, which is a high-speed telecommunications network providing reliable communication links to and among its own buildings and can provide schools, institutions of higher education, libraries, museums, research institutions, state agencies, other units of local government, and other local entities who provide computer connection services to Decatur residents.

The City is continuing to expand its fiber optic communication network throughout Decatur to connect other City buildings as well as offer better high-speed options to other interested third parties.

The City I.T. Department received a right-of-way request from Metro for the same physical route the city was planning for one of the fiber optic extensions approved by City Council on February 24, 2020. After completing a cost comparison with Bodine, it was determined that work could be completed by Metro at a lower cost and the city's fiber optic raceway could be installed along side of, and at the same time as, the work being completed on Metro's route. Another positive outcome with this plan is the right of way along this route only gets disturbed once.

I have worked with other fiber providers, including Metro Communications, in the past to coordinate projects like this where it makes sense to reduce the overall cost of the work being completed. Although the FY2022 budget provided for this $50K purchase, I did not get specific council approval ahead of time for this work. I regret this oversight, but it does continue the Council's overall intentions of expanding the City's broadband network in a cost-efficient manner.

PRIOR COUNCIL ACTION:
On February 24, 2020, City Council approved a proposed Fiber Optic Network route plan documented on the attached Municipal Fiber Optic Network map for the City of Decatur, Illinois.

On April 19, 2021, Resolution # R2021-73, Resolution Accepting Bid from Bodine Communications for Underground Fiber Optic Installation Throughout the City of Decatur.

City Council Approved the FY2022 Fiber Fund budget which includes specific allocation of $50K for this work.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director

BUDGET/TIME IMPLICATIONS: The City of Decatur was awarded 2021 Federal Stimulus American Rescue Plan (ARP) funds of which a portion can be used for Fiber Broadband Infrastructure Expansions. In FY2021, Council approved a one-million-dollar allocation of these funds to further advance the City's Fiber Optic build initiative. The cost of this one-time capital project will be paid out of this ARP allocation. This project is accounted for in the FY2022 Information Technology fiber optic budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Invoice	Backup Material
Fiber Extension Map	Backup Material

RESOLUTION NO. R2022-_____

RESOLUTION ACCEPTING METRO COMMUNICATIONS COMPANY, INC. INVOICE FOR INSTALLATION OF A FIBER CONDIT RACEWAY STARTING AT GRAND AVENUE & CALHOUN STREET AND ENDING AT THE SOUTHEAST CORNER OF 22ND STREET & LOCUST AVENUE

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

Section 1. That the Invoice from Metro Communications Company, Inc. presented herewith to the City Council, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Metro Communications Company, Inc. in an amount not to exceed $50,000.

PRESENTED and ADOPTED this 17th day of October 2022.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

INVOICE

Metro Communications Company, Inc.

Date: 10/1/2022
Invoice #: CD10012022
Terms Due upon Receipt

MCC Network Services, LLC
PO Box 555
Sullivan, IL 61951

Bill To:

City of Decatur
Attn: Jim Edwards
1 Gary K. Anderson Plaza
Decatur, IL 62523

Description	Qty	AMOUNT
Conduit System and Fiber Vaults		$50,000.00
	TOTAL	**$50,000.00**

Please make all checks payable to MCC Network Services, LLC and remit to:
PO Box 555, Sullivan, IL 61951

Municipal Fiber Optic Network & Decatur Public School Locations City of Decatur, Illinois

GIS DECATUR ILLINOIS

LEGEND

- Existing Fiber
- Existing Lateral
- Change Order Extension
- City Funded Fiber Extensions
- District Properties Fiber Extensions
- City Boundary
- District Properties Included in Fiber Expansion
- District Properties Not Included in Fiber Expansion
- Library
- CIRDC
- Millikin University
- Richland Community College
- Decatur Police Headquarters
- Parks and Golf Courses
- Civic Center
- Fire Station
- Lake Management
- Macon County Sheriff
- Municipal Services Center
- Public Transit Administration
- Public Transit Center
- South Water Treatment Plant

N

0 0.5 MILES

Richland Community College

Millikin University

Lake Decatur

Parsons
Stephen Decatur
Pershing
Franklin
Harris Alt Ed
MacArthur
Hope Academy
PDI
Keil
Buildings & Grounds
Dennis Mosaic
Dennis Kaleidoscope
Johns Hill
Eisenhower
Baum
Montessori
Muffley
American Dreamer
South Shores

Z:\2021\GIS\FIBER_2021\MXDs\fiber_map_2021_dps61_locations_to_be_connected_July_2021.mxd 7/14/2021

DATE: 10/13/2022

MEMO:

TO: Julie Moore Wolfe, Mayor

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and CDWG for Wireless Routers and Antennas to be Purchased with Federal Grant Funding

ATTACHMENTS:

Description	Type
Memo for Modems	Cover Memo
Resolution Authorizing Purchase of Modems	Resolution Letter
Quote	Backup Material

DATE: October 13, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transit Administrator

SUBJECT: Resolution Authorizing Execution of Purchase Order Between City of Decatur, Illinois and CDWG for Wireless Routers and Antennas to be Purchased with Federal Grant Funding

RECOMMENDATION: It is recommended by staff that this item be approved.

BACKGROUND: Currently Decatur Transit buses and paratransit vehicles are unable to support ADA automatic stop announcements or support the new proposed electronic fare system. The purchase of these wireless routers and LP Dome antennas will allow all our transportation vehicles to have on-board Wi-Fi. As we add more technology to our fleet it has become increasingly important to have reliable connectivity with every vehicle.

The installation of Wi-Fi on the Transit fleet will not only allow many more technological improvements such as the fare system, ADA improvements, and real time locating service. It will also provide tech equity among our citizens; DPS 61 high school students will have access to the internet on their commute to and from school and this will also serve other citizens who are utilizing transit.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: City Council have any questions, they may contact Jon Kindseth jkindseth@decaturil.gov or Lacie Elzy at 217-542-3559 or Lelzy@decaturil.gov Both will attend the City Council meeting to answer questions.

BUDGET/TIME IMPLICATIONS: Authorizes City staff to implement this public transit technology enhancement supported and funded by federal grants.

RESOLUTION NO._____

RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER BETWEEN CITY OF DECATUR, ILLINOIS AND CDWG FOR WIRELESS ROUTERS AND ANTENNAS TO BE PURCHASED WITH FEDERAL GRANT FUNDING

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

Section 1. That the quote of the wireless routers and antennas from CDWG included in the attachments be, and it is hereby accepted, received, and place on file.

Section 2. That the quoted cost of Thirty-Seven (37) Wireless Routers and Antenna Systems from CDWG in an amount not to exceed $71,929.48 be accepted and a purchase order be authorized accordingly.

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

PRESENTED AND ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Review and Complete Purchase

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C8X0YH	10/6/2022	TRANSIT ELECTRONIC FARE	3172900	$71,929.48

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: National IPA Technology Solutions (2018011-01)	37	6506013	$1,701.23	$62,945.51
CRADLEPOINT 4-IN-1 LP DOME ANTENNA Mfg. Part#: LG-IN2383 Contract: National IPA Technology Solutions (2018011-01)	37	5891370	$242.81	$8,983.97

SUBTOTAL	$71,929.48
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$71,929.48**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF DECATUR ATTN: ACCOUNTING DIVISION 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

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$71,929.48	**$1,928.43/Month**	**$71,929.48**	**$2,227.66/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

DATE: 10/13/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving an Agreement Between the City of Decatur and Decatur Area Habitat for Humanity Regarding American Rescue Plan Funds

ATTACHMENTS:

Description	Type
Memo-Decatur Habit for Humanity	Cover Memo
Resolution Approving an Agreement-Habitat	Resolution Letter
Agreement-Habit for Humanity	Backup Material

DATE: **October 13, 2022**

TO: **Mayor Julie Moore Wolfe**
Decatur City Council

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

RE: **Resolution Approving Agreement Between the City of Decatur and Decatur Area Habitat for Humanity Regarding American Rescue Plan Funds**

The City Council #1 priority is neighborhood revitalization. Realizing this goal, in the past, has been partially hampered by insufficient resources to invest in our neighborhoods beyond keeping up with the necessary demolitions. When the City was provided new revenue under the American Rescue Plan, the City Council allocated a significant portion to rehabilitation in target neighborhoods. This item advances revitalization through rehabilitation. The City allocated millions of ARP funds to be used under the eligible activity of increasing high-quality affordable housing. To achieve this staff has proposed three different types of residential rehabs: owner-occupied, rental property rehabs, and this piece of community partnerships for rehabs.

This proposed agreement with DAH4H will provide up to $250,000 to be used in rehabbing vacant properties within Decatur to add higher quality housing stock. This agreement is like the "Abandonment to Rehab" program that the City Council approved with the land bank earlier this year. The City has been successful in acquiring several vacant derelict houses that can be rehabbed. The City is continuing to provide a pipeline of houses to the landbank to rehab these houses, but more partnerships are needed to continue to scale up this work. The money provided by the City will be used to purchase materials and cover expenses related to the rehabilitation of these houses.

The basic framework of this program is that the City will identify and obtain the title to vacant houses that are determined to be rehabbed. City will provide some of these houses to DAH4H to manage the rehab of these houses, utilizing partnerships with the area High Schools, Trades & Labor Council, Workforce Investment Solutions, and local contractors. The houses will likely be used as the classrooms for the students and pre-apprenticeship program participants, providing our local students and residents hands on experience as well as a new marketable skill set. Upon successful completion of the rehab, DAH4H will seek out new first-time home buyers for these houses, as they have been doing for 35 years with their new construction home program. This program will provide new opportunities for our severely rent burden residents to have a chance at home ownership and generational wealth. It also allows for us to rehab blights structures to keep them off our demo list. This program will run in parallel with, and be complimentary to, other residential rehab programs using ARP funds allocated for housing rehabs.

RESOLUTION NO._____

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF DECATUR AND DECATUR AREA HABITAT FOR HUMANITY REGARDING AMERICAN RESCUE PLAN FUNDS

WHEREAS, the City has received funds from the American Rescue Plan funds ("ARP"); and,

WHEREAS, the ARP funds received by the City may be used for specific eligible activities including increasing the supply of affordable and high-quality housing in our urban core; and,

WHEREAS, the City would benefit from the capacity DAH4H can add to managing residential rehabs in Decatur.

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

Section 1. The City agrees to provide the sum of Two Hundred Fifty Thousand Dollars ($250,000) from its portion of ARP funds already allocated by the City Council for neighborhood revitalization initiatives upon execution of the Agreement as attached.

Section 2. That the City Manager, or their designee be, and they are hereby, authorized and directed to execute the Agreement between the City of Decatur, Illinois, and Decatur Area Habitat for Humanity in accordance with any requirements of the American Rescue Plan.

PRESENTED AND ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

AGREEMENT BETWEEN THE CITY OF DECATUR
AND DECATUR AREA HABITAT FOR HUMANITY REGARDING
RESIDENTIAL REHABS UTILIZING AMERICAN RESCUE PLAN FUNDS

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and the Decatur Area Habitat for Humanity ("DAH4H"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has received funds from the American Rescue Plan funds ("ARP"); and,

WHEREAS, the ARP funds received by the City may be used for specific eligible activities including increasing the supply of affordable and high-quality housing in our urban core; and,

WHEREAS, DAH4H is a not-for-profit organization formed in 1987 with its principal office located in Decatur, Illinois to assist families in the Decatur and Macon County through the construction of and rehabilitation of good affordable houses; and,

WHEREAS, the City would benefit from DAH4H rehabilitating and managing residential rehabs in Decatur.

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

Section 1. The City agrees to provide to DAH4H a maximum of Two Hundred Fifty Thousand Dollars ($250,000.00) to be dispersed in two equal installments of One hundred and twenty-five thousand dollars ($125,000) from its portion of the ARP funds pursuant to and under the terms of this Agreement.

Section 2. The City and DAH4H agree to cooperatively work on select residential rehab of homes whereby these ARP funds will pay for materials and expenses for these projects and DAH4H partners with area high schools to utilize these homes for construction training within a general framework as approved by the Executive Director of DAH4H and the City of Decatur City Manager or his designee.

Section 3. DAH4H will be responsible for reviewing and determining all applicable federal, state and local laws, statutes and other regulations relating to the use of ARP funds provided under this Agreement.

Section 4. The ARP funds provided by the City shall be used by DAH4H on homes provided by or approved the City of Decatur. Additionally, these funds must be used in a manner consistent with and in compliance with the use of the ARP funds as set forth in all applicable federal, state and local laws, statutes, and other regulations to be paid out on a per project basis.

Section 5. That should the funds be used in any manner contrary to those uses set forth in this Agreement, upon written demand by the City, the DAH4H will repay to the City the funds used contrary to the terms set forth herein.

Section 6. Repayment of funds by the DAH4H to the City shall be due and owing no later than thirty (30) days following demand of such repayment by the City.

Section 7. DAH4H hereby acknowledges and agrees that if it fails to comply with any or all provisions of this Agreement, the City may, in its sole discretion, terminate this Agreement.

Section 8. Upon written request, DAH4H agrees to provide to City or its duly authorized representatives, access to any books, documents, papers and records of DAH4H which pertain to the ARP funds provided to DAH4H for the purpose of monitoring, making audits, examinations, and photocopying.

Section 9. DAH4H shall be required to maintain all required records for the period of time designated by the City as required by the terms of the ARP Act and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements and payroll records, equipment records setting forth the details of all purchases and other supply records.

Section 10. DAH4H agrees to provide regular reports to the City setting forth the use and disbursement of the ARP funds provided pursuant to the terms of this Agreement, as well as before and after pictures whenever practical.

Section 11. DAH4H agrees to provide any and all reports which may be required by the City for compliance with the ARP statute and any other federal or state law, statute or other regulation.

Section 12. DAH4H agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which DAH4H receives and uses the ARP funds from or through the City.

Section 13. DAH4H agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990 as amended, and the Age Discrimination Act of 1975 as amended.

Section 14. DAH4H hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, action, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers,

employees, directors, agents and servants in any way relating to or arising out of any allegations, claims or charges regarding the use of the ARP funds, including but not limited to the violation by the DAH4H of any of its covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of DAH4H's use of ARP funds, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of DAH4H programs or operations use of ARP funds.

Section 15. Under this agreement, DAH4H shall act as an independent contractor of the City and shall not bind nor attempt to bind the City to any contract or agreement. As an independent contractor, DAH4H shall obtain building permits and inspections from the City, as needed, though the City may elect to waive some, or all of the fees associated with such.

Section 16. The City shall not be obligated to provide the funds to the DAH4H until and unless DAH4H satisfactorily performs all of its obligations under this Agreement and as the ARP funds would necessitate.

Section 17. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

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

To DAH4H: Executive Director
Decatur Area Habitat for Humanity
932 E. Wood St.
P.O. Box 832
Decatur, IL 2525-0832

Section 18. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 19. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 20. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 21. Any modification of this Agreement or additional obligations assumed by either party in connection this Agreement will be binding only if evidenced in writing and signed by each party.

Section 22. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 23. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 24. Parties are barred from assigning or delegating the rights and/or duties set forth herein, and any attempted assignment or delegation will be null and void.

Section 25. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

Section 26. Either the City or DAH4H may terminate this Agreement in whole or in part if determines that the terms set forth in this Agreement cannot be met. Termination is affected by the initiating party upon receipt of written notification by the other party setting forth: (1) the reasons for termination; (2) the effective date of termination; (3) the portion to the terminated, in the case of partial termination. In the case of partial termination, if the City in its sole discretion determines that the remaining portion of the award will not accomplish the purposes for which the award was made, it may terminate the entire Agreement.

This Agreement is made between the City and the DAH4H and entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2022.

City of Decatur, Illinois

By: _____

Its: _____

Decatur Area Habitat for Humanity

By: _____

Its: _____

DATE: 10/13/2022

MEMO:

TO: Julie Moore Wolfe, Mayor
City Council Members

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

SUBJECT: Resolution Authorizing an Agreement Between the City of Decatur, Illinois, and Lindy Lu LLC., for the Sale of Retired Fire Station #3 Located at 1308 and 1316 West Eldorado St.

ATTACHMENTS:

Description	Type
Memo Fire Station #3 Sale	Cover Memo
Resolution Authorizing Agreement Sale of Fire Station #3	Resolution Letter
Agreement Sale of Fire Station #3	Backup Material
Station #3 Renderings	Backup Material

MEMORANDUM

DATE: **October 13, 2022**

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

FROM: **Scot Wrighton, City Manger**
Jon Kindseth, Deputy City Manger

SUBJECT: Resolution Authorizing An Agreement Between the City of Decatur, Illinois, and Lindy Lu LLC., for the Sale of Retired Fire Station #3 Located at 1308 and 1316 West Eldorado St.

SUMMARY RECOMMENDATION:

Staff recommends City Council approve this Resolution for the sale of this property as presented

BACKGROUND:

Late last year the city solicited proposals for the sale of old Fire Station 3, by encouraging a planned use that would add value to the neighborhood and community. There were eight proposals submitted ranging in uses and offer prices. An evaluation committee reviewed and ranked these based on the combination of these factors. The staff recommended to Council that the site be sold to the corn hole business. Since that time this business proposal has fallen apart due to the buyer's inability to obtain adequate financing.

The city reopened invitations for proposals last month and hosted several property showings. The city received two proposals that were renewals of previous proposals updated, with new materials and revised offers and proposed uses. The property is currently zoned R-6 residential. The property has commercial zoning on two sides of it and residential adjoining.

During the evaluation of these proposals the second time, consideration was given to the size and ability of the proposed buyer to take on and manage this project. One proposal came from a local church; they want to create a student housing center, serve as a safe place for Millikin students and influencers to mingle and/or live. This proposal would likely be tax exempt. The proposal did not indicate level of investment they are willing to make in the facility for remodeling and modernization. The second proposal is from Mark Allen, owner of Lindy Lu LLC. Mr. Allen is proposing to build an addition on to the facility and add residential apartments above as described in the attached proposal and drawings. City staff believes this proposed use is a good fit for this property, and the level of investment ($750K+) in the property makes this proposal stand above any others. It is recommended that the Lindy Lu LLC proposal be approved.

The sale proceeds of $115,000 will be used to cover the construction costs of the new fire station #7 currently being completed.

INPUT FROM OTHER SOURCES: Proposal and rendering provided by proposer are attached.

STAFF REFERENCE: City Manager, Scot Wrighton or Deputy City Manager, Jon Kindseth can address any questions related to the sale of this property.

RESOLUTION NO._____

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS, AND LINDY LU LLC., FOR THE SALE OF RETIRED FIRE STATION #3 LOCATED AT 1308 AND 1316 WEST ELDORADO ST.

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

Section 1. That the real estate purchase agreement presented to the Council herewith, between the CITY OF DECATUR, ILLINOIS, AND LINDY LU LLC, be , and the same hereby, received, placed on file, and approved.

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

PRESENTED AND ADOPTED THIS _____ day of_____, 2022

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and Lindy Lu LLC, an Illinois Limited Liability Corporation ("Buyer").

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. The City owns property previously used for use as a fire station located at 1308 and 1316 West Eldorado, Decatur, Illinois 62522.

D. The City Council has determined that the property is no longer needed for use as a fire station and is no longer needed for any other public purpose.

E. The City Code of the City of Decatur provides in Chapter 33 that the City may dispose of property as the Council authorizes or approves.

F. The City desires to transfer to Buyer the property set forth in this Agreement.

G. The Buyer desires to purchase from the City the property set forth in 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, the City shall transfer the following described premises ("Property") to the Buyer:

Lot One (1), Lot Two (2) and Lot Three (3) in Block Three (3) of Fairview Place, an Addition to the City of Decatur, Illinois as per Plat recorded in Book 149, Page 615 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT, all that part conveyed to the State of Illinois, being more particularly described as follows: Commencing at the Southeast corner of

said Lot 1, said point being the Point of Beginning; thence South 88 degrees 55 minutes 05 seconds West (Bearings based on the Illinois State Plane Coordinate System East Zone Datum of 1983) a distance of 27.76 feet, said point being on the Northerly Right-of-Way line of West Eldorado Street; thence North 60 degrees 39 minutes 19 seconds East a distance of 17.57 feet; thence North 31 degrees 23 minutes 42 seconds East a distance of 23.63 feet to the Westerly Right-of-Way line of Fairview Avenue; thence South 00 degrees 15 minutes 45 seconds East a distance of 28.18 feet on said Westerly Right-of-Way line to the Point of Beginning, containing 291 square feet, more or less. Situated in Macon County, Illinois.

Parcel # 04-12-16-203-022 and 04-12-16-203-021

Commonly known as 1308 and 1316 West Eldorado, Decatur situated in Macon County, Illinois.

3. Buyer shall pay to the City the sum of One Hundred Fifteen Thousand Dollars ($115,000) for purchase of the above-described property, said monies to be paid to City at time of settlement in the form of a cashier's check. City and Buyer agree that settlement shall occur no later than sixty (60) days from the date of this Agreement at which time Buyer shall be entitled to possession.

4. The City shall not provide title insurance, however, Buyer may obtain title insurance on its own discretion and at its own cost.

5. At settlement, the City shall deliver to Buyer a quitclaim deed to the Property in such form and together with such documentation as shall be required for recording said deed. Buyer 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.

6. Buyer shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.

7. 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:

CITY:	BUYER:
City of Decatur	Lindy Lu LLC
City Manager	Mark Allen

8. City and Buyer represent to each other that each has retained and relied on 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. City and Buyer 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.

9. 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.

10. This Agreement is expressly contingent upon payment of the agreed purchase price by Buyer to City.

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

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

13. Buyer is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.

14. 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. Buyer represents that Buyer has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

15. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

16. Buyer acknowledges Buyer has inspected the property and is acquainted with the Condition thereof. Buyer accepts the same in **AS IS WHERE IS CONDITION, with NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. BUYER WARRANTS THAT BUYER IS PURCHASING THE PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER SELLER 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 GENERATLITY 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 MATERIALS PROVIDED TO PURCHASER.**

By executing this Agreement, Buyer expressly represents and agrees that Buyer is not relying upon any representation, warranty or statement by Seller, its employees, agents, officers or directors which differs from the disclosures made in this Agreement. Buyer acknowledges that Buyer in not buying any interest in a business or operating entity of any kind by and through this Agreement. Buyer acknowledges that Buyer has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by City or others, including, buy not limited to , any relating to the description of the physical condition of the Property, or the dimensions of the Property or any other physical element thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Buyer, or any other data, except as may be specifically represented herein. Buyer has relied on Buyer's own examination and investigation thereof. No person has been authorized to make any representation or warranty on behalf of City.

CITY OF DECATUR, ILLINOIS

By:_____

Mayor

Date:_____

LINDY LU, LLC

By:_____

Date:_____

PROPOSAL FOR FIREHOUSE #3

I propose to expand and enhance the lower level of firehouse #3 approximately 100 percent by pushing the lower level 45 feet to the west. The 12x12 foot red overhead doors that contribute so much of the charm and charisma that surrounds this local landmark would be carefully disassembled, rejuvenated, and replaced in the new front wall built with brick that would closely color-match the existing brick. A new steel and concrete composite floor deck would be constructed over this new lower level.

The current and former dorm sleeping area above the fire station would be removed, and a new floor system erected over the existing engine room to blend with the western addition. Two or three executive level apartments would be constructed on this new deck, either two at 2100 square feet, or three at 1350 square feet. This would be determined by contacting ADM, Tate and Lyle, and Caterpillar to see what level of interest they might have in entering long term agreements to house their transient executives. Each apartment would have either a 2 or 3 car garage accessible from the alley behind the property.

Only one of the trees on the property would need to be removed to facilitate this project. Landscaping would be comparable to what I do with my other Decatur properties - day lilies, roses, grasses, and dwarf trees.

I estimate construction costs for labor and materials to be in the $750,000-$800,000 range. This would create jobs for local craftsmen, and material sales for local merchants.

I am not requesting any state or local financial assistance for this project, with the possible exception of a sales tax exemption on materials, if this property is in the enterprise zone. If there are questions, please feel free to call me at -Redacted- ZK

Thank you for your consideration,
Mark Allen







SHEET NUMBER 3 REVISION #:

DRAWN BY: DATE:

OWNER

FIREHOUSE DELLUXE APARTMENTS

DEVELOPER

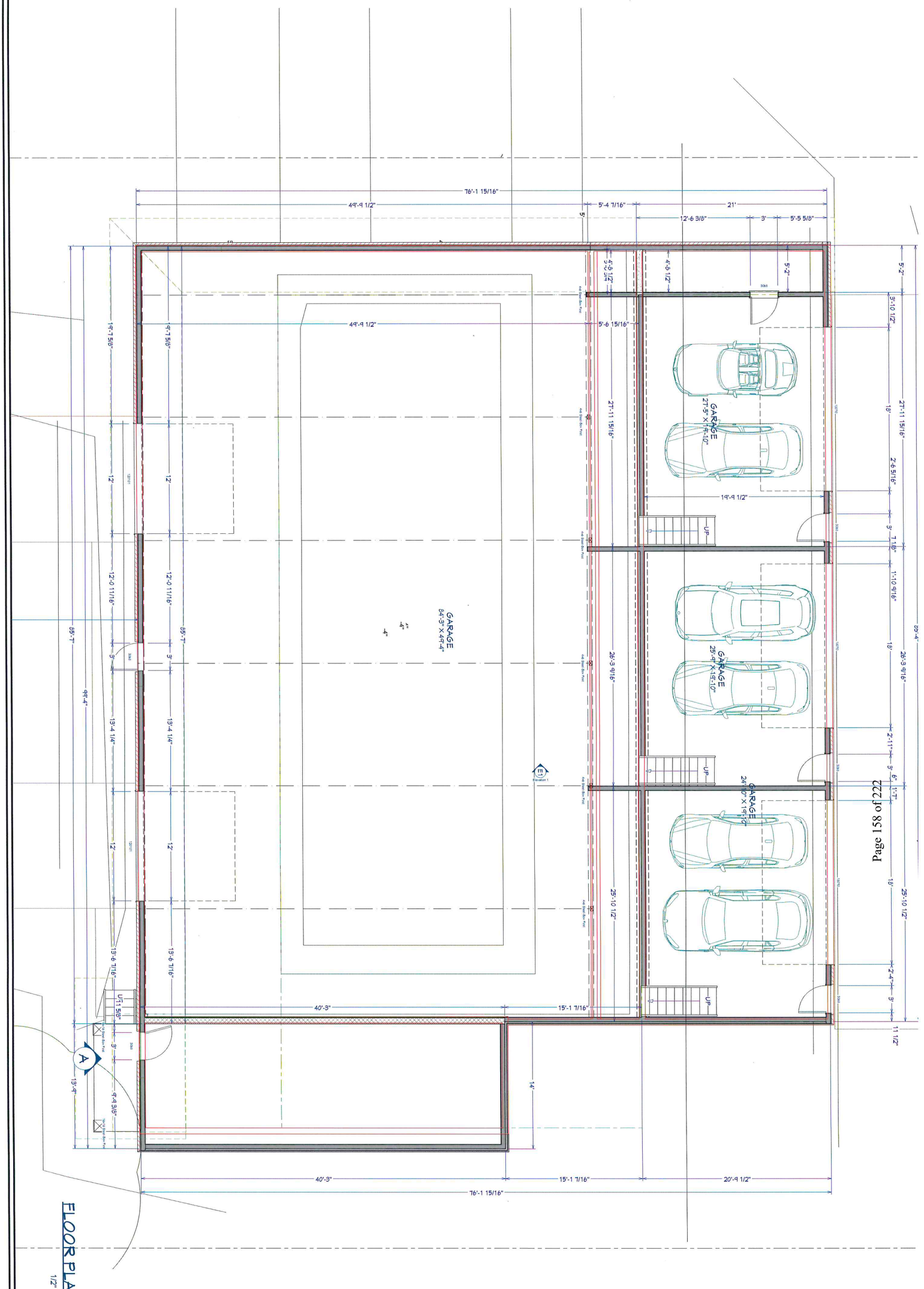
FIREHOUSE DELLUXE SUITES

DRAWN BY:

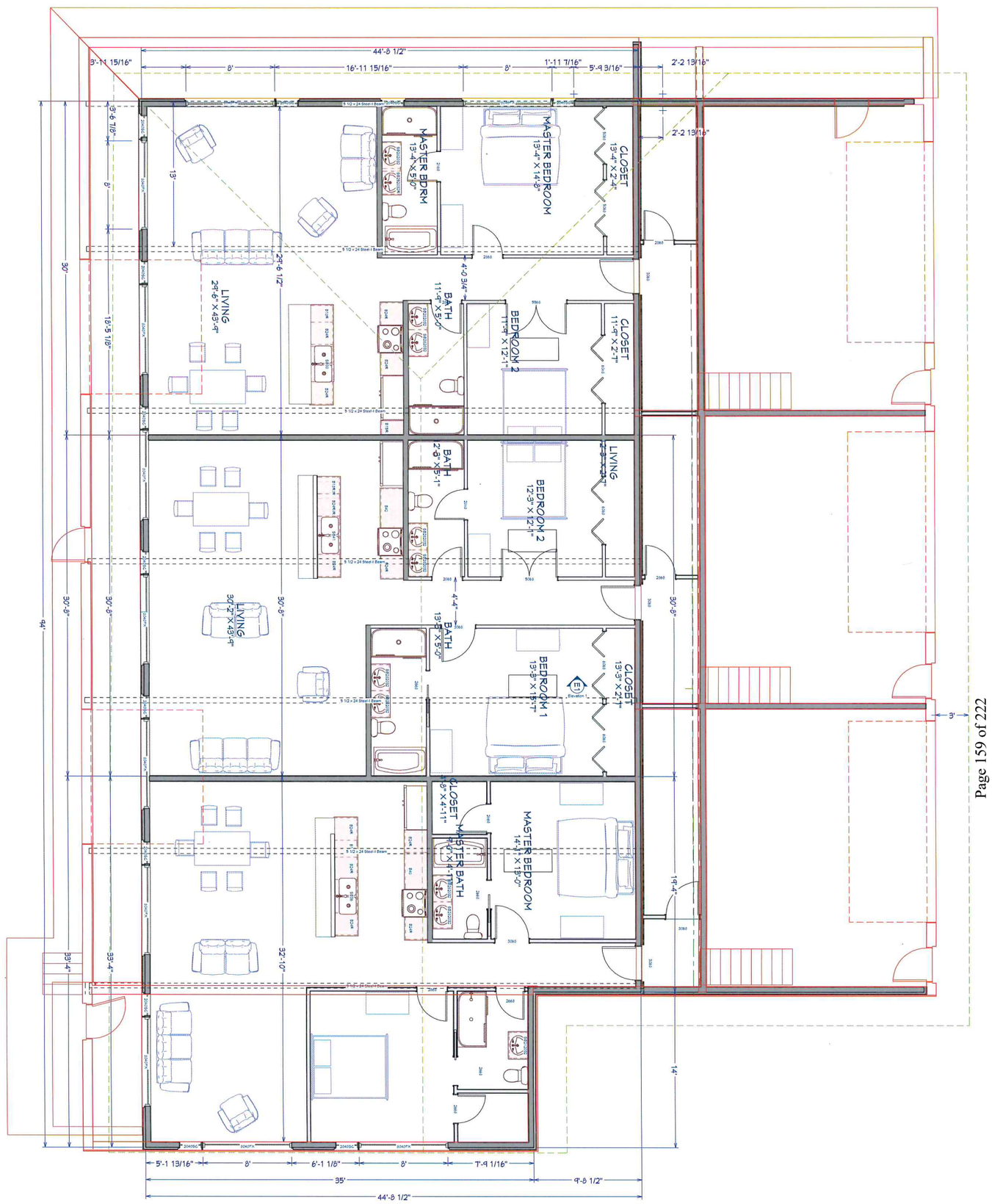
DATE:

REVISION #:

SHEET NUMBER 4



FIREHOUSE DELLUXE APARTMENTS	0WNER	GARAGE FLOOR PLAN	SHEET NUM 1
		DRAWN BY: DATE:	REVISION



FIREHOUSE DELLUXE APARTMENTS	0WNER	APARTMENT LEVEL PLAN	SHEET NUM 2
		DRAWN BY: DATE:	REVISION

DATE: 10/7/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium & Office Building Authority (d.b.a. Civic Center Board Authority)

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Bryan Mikeworth to the Decatur Metropolitan Exposition Auditorium & Office Building Authority (d.b.a. Civic Center Board Authority).

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Bryan Mikeworth	Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)	10/27/2024

DATED this 17th day of October, 2022.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 17th day of October, 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 17th day of October, 2022.

_____
Julie Moore Wolfe, Mayor

DATE: 10/7/2022

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointments - Decatur Metropolitan Exposition Auditorium & Office Building Authority (d.b.a. Civic Center Board Authority)

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Antonio Brown and Linda Love to the Decatur Metropolitan Exposition Auditorium & Office Building Authority (d.b.a. Civic Center Board Authority).

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Antonio Brown	Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)	10/27/2025
Linda Love	Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)	10/27/2025

Dated this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

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

PRESENTED AND ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

DATE: 10/10/2022

MEMO: 2022-60

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 Lake Decatur Watershed Protection Program Agreement with Leslie William Good and Bridget Lynne Good

SUMMARY RECOMMENDATION:
It is recommended that the City Council authorize a Lake Decatur Watershed Protection Program Agreement between the City and Leslie William Good and Bridget Lynne Good for the construction of stream channel stabilization and streambank protection to control nutrients, sediment and erosion for a not to exceed cost to the City of $37,012.50. This amount represents 75% of the total project cost of $49,350.00. The remainder will be paid by the property owners. The City will be reimbursed $18,000 from an Illinois Environmental Protection Agency (IEPA) 2020 Section 319 grant awarded earlier this year.

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

BACKGROUND:
The City was awarded a Lake Decatur Water Quality Initiative Section 319 Grant from the IEPA in April of 2022 to complete $150,000 in best management practices (BMPs) in the Upper Sangamon River (Lake Decatur) watershed to reduce nonpoint source pollution to protect water quality. The grant includes this erosion control project, which was designed by Northwater Consulting, the City's Watershed Management Plan consultant.

The stream channel stabilization (584 feet) and streambank protection (580 feet) to be constructed on private suburban land is expected to result in these annual nutrient and sediment reductions:

Nitrogen	239 pounds
Phosphorus	106 pounds
Sediment	172 tons

The agreement financials are:

- Owner Cost $12,337.50
- Maximum City Cost (reimbursed to owner after construction) [1] $37,012.50
- Total Not to Exceed Project Cost $49,350.00
- IEPA Section 319 Grant (reimbursed to City after construction) -$18,000.00
- Net Maximum City Cost [2] $19,012.50

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

[2] The IEPA Section 319 grant will reimburse the City for $18,000 of the project cost after construction, resulting in a net maximum city cost of $19,012.50.

A project summary with location map is attached.

LEGAL REVIEW:
The agreement form was approved by the Legal Department on September 21, 2022.

POTENTIAL OBJECTIONS: None Foreseen.

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

BUDGET/TIME IMPLICATIONS:
These projects are funded by the Water Lake Capital Budget - Watershed Management.

ATTACHMENTS:

Description	Type
Resolution Authorizing Lake Decatur Watershed Protection Agreement with Leslie William Good and Bridget Lynne Good	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED PROTECTION PROGRAM AGREEMENT WITH LESLIE WILLIAM GOOD AND BRIDGET LYNNE GOOD

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

Section 1. That the Lake Decatur Watershed Protection Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Leslie William Good and Bridget Lynne Good, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Leslie William Good and Bridget Lynne Good, for a cost not to exceed $37,012.50.

PRESENTED and ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
City Clerk

LAKE DECATUR WATERSHED
PROTECTION PROGRAM AGREEMENT

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

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

> *Lots One (1) & Two (2) of Penn's First Addition, as per Plat recorded in Book 1832, page 558 in the Recorders of the Recorder's Office of Macon County, Illinois, together with an Easement for ingress and egress over the West 30 feet of Lot One (1) of said Addition, as shown on the Plat of said Addition. Situated in Macon County, Illinois.*

and hereinafter referred to as "Property."

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

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

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project

costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

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

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

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

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

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

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

of this Agreement within thirty (30) days following demand by the City for payment.

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

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

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding becomes unavailable for any reason for Project prior to any actual construction of Project or if the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

14. All notices, demands and requests that are required or allowed to be given by

either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

OWNER:

Leslie William Good & Bridget Lynne Good
3209 Fields Ct
Decatur, IL 62521

CITY:

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

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

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

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

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

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

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated

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

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

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

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

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

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

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

CITY OF DECATUR, ILLINOIS

By:_____

Date:_____

Leslie William Good & Bridget Lynne Good

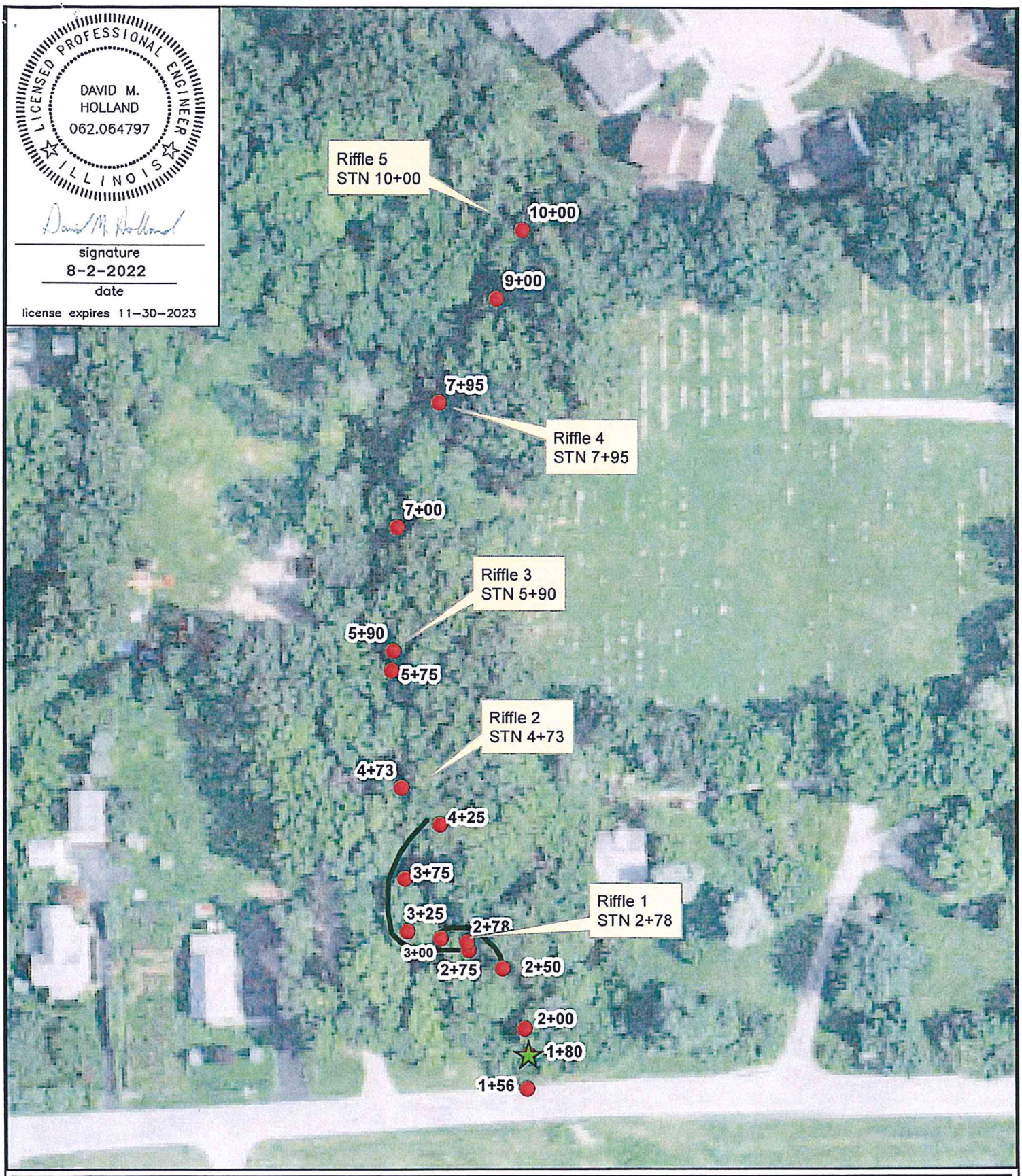
PRINTED NAME OF OWNER

By: Leslie William Good

Date: 10/10/2022

By: Bridget L Good

Date: 10/10/2022


LICENSED PROFESSIONAL ENGINEER
DAVID M. HOLLAND
062.064797
ILLINOIS
signature
8-2-2022
date
license expires 11-30-2023
Riffle 5
STN 10+00
10+00
9+00
7+95
Riffle 4
STN 7+95
7+00
Riffle 3
STN 5+90
5+90
5+75
Riffle 2
STN 4+73
4+73
4+25
3+75
3+25
Riffle 1
STN 2+78
2+78
3+00
2+75
2+50
2+00
1+80
1+56
Benchmark
Stations
STP
N
BMP 4-GC
Gully Stabilization
Will Good
0 25 50 100 150 200
Feet
PCS: NAD 1983 2011 StatePlane Illinois East FIPS 1201 Ft US
northwater
WATER + GEOSCIENCE EXPERTS
Northwater Consulting
960 Clocktower Dr., STE F
Springfield, IL 62704
217-725-3181

Stream Stabilization I & E Form

ILLINOIS NRCS - Version 3.2- modified 4/2008 R.Book

County Macon T. 16N R. 3E Sec. 16NW

Date 4/29/22 By Rob Meats

Stream Name Undefined ADA to ditch abve lake UTM Coord.

Landowner Name Will Good

Drainage Area 1 sq. mi. Clear Cells

Regional Curve Predictions:

Bankfull dimensions	Width	15 ft.	Cross Sectional Area	23 sq. ft.
	Depth	1.5 ft.		

Reference Stream Gage:

none		Station No.	-	Gage Q_2	-
		Drainage Area	-	Regression	-
0	-	REFERENCE STREAM DATA ONLY			

USGS Flood-Peak Discharge Predictions:

Valley Slope:	15.8	*ft./mi. (user-entered)*			Regression Q_2	91 cfs
		ft/mi (from worksheet)	Rainfall	3.20 in *(2 yr, 24 hr)*	Adjusted Q_2	-
	0.0030	*ft./ft.*	Regional Factor	0.805	Typical Range for Bankfull Discharge:	
					30 to 80 cfs	

Local Stream Morphology:

Channel Description: (c) Clean, winding, some pools and shoals

Manning's "n" 0.04

Basic Field Data:			Stream Length	747	*ft.*			
			Valley Length	800	*ft.*			
Bankfull Width	10	*ft.*	Contour Interval	10	feet			
Mean Bankfull Depth	1.4	*ft.*	Estimated Sinuosity	0.93				
Width/Depth Ratio	7.14							
			Channel Slope:			Bankfull Q from:		
Max. Bankfull Depth	2.1	*ft.*	Surveyed:		*ft./ft.*	Cross-Section	355	*cfs*
Width at twice max. depth	22	*ft.*	Estimated:	0.01339	*ft./ft.*	Basic field data	76	*cfs*
(4.2 ft.)						Selected Q	70	*cfs*
Entrenchment Ratio	2.20		Radius of Curvature (Rc)		ft.			
			Rc/Bankfull width:	0.00				

Bankfull Velocity Check: *(typical Illinois streams will have average bankfull velocity between 3 and 5 ft/sec.)*

Bedload:	D_{90}	6	*in.*	Velocity required to move D_{90}:	5.1	*ft./sec.*
	D_{50}		*in.*	Velocity from Cross-Section data:	7.06	*ft./sec.*
GOAL: Develop confidence by matching				Velocity from basic field data:	5.39	*ft./sec.*
velocities from different sources.				Velocity from selected Q:	5.0	*ft./sec.*

Channel Evolution Stage IV Stream Type (Rosgen)

Notes

Rock Riffle Design Drawing Preparation

Landuser: Will Good
Stream: Undefined ADA to ditch abve lake
Location: Macon County, Illinois
Sec.: 16N Twp.: 1 Range: 3
W 6 E

Date: 4/29/2022
By: Rob Meats

Given the following bankfull data from the I&E form:			*Then the guidelines below should be followed for:*		
			No net increase in flood stage or backwater:		
Q =	355	*cfs*	Maximum riffle height =	0.0	*ft*
V =	7.06	*ft/sec*	*Structural integrity:*		
width=	10.0	*ft*	Minimum riprap size =	24	*inches*

Benchmark EL: 105.10 *ft*
Description: approx. Station 6+00. top of red rock at end of saw cut.

Key Depth: 5 *ft*
Riffle Slope: 10

REFERENCE TABLE		
IDOT Class	h_4 (D_{100})	D_{50}
4	1.3 *ft*	7.4 *in*
5	1.7 *ft*	9.8 *in*
6	2.0 *ft*	12.1 *in*
7	2.5 *ft*	14.6 *in*

Selected rock gradation: 4

NOTE: Gradation 5 is the same as former RR-5.

For definitions of dimensions, refer to IL-ENG-165A and IL-ENG-165B

Riffle No.	STA	Control EL (ft)	h_1	h_2	h_3	h_4	W_1	Estimated Rock *(Tons)*	
								Calculated	*USE*
1	2+78	112.0	3.0	3.5	6.0	1.3	10.0	106	116
2	4+73	109.5	3.3	3.8	6.0	1.3	10.0	121	132
3	5+90	106.0	2.1	2.6	6.0	1.3	7.0	58	65
4	7+95	104.6	2.6	3.1	6.0	1.3	7.0	73	81
5	10+00	102.0	2.0	2.5	6.0	1.3	7.0	56	62
							Total Stone:	456 *Tons*	

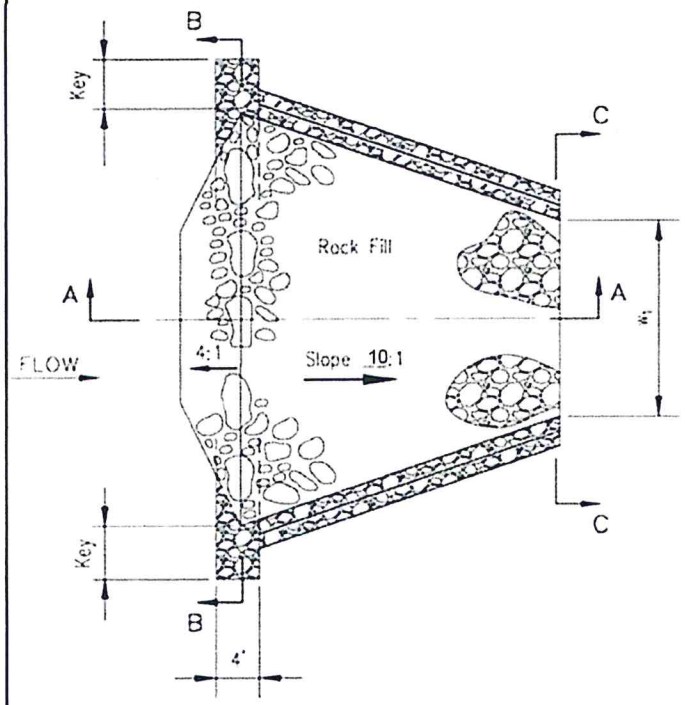
Notes:

456 tons @ $60/ton in place = $27,360

Benchmark EL 105.1

Description

approx. Station 6+00. top of red rock at end of saw cut.



(h2 = h1 + 0.5')

Riffle No	Sta	Control Elev	h_1	h_2	h_3	h_4	W_1	Estimated Rock (Tons)
1	2+78	112.0	3.0	3.5	6.0	1.3	10.0	116
2	4+73	109.5	3.3	3.8	6.0	1.3	10.0	132
3	5+90	106.0	2.1	2.6	6.0	1.3	7.0	65
4	7+95	104.6	2.6	3.1	6.0	1.3	7.0	81
5	10+00	102.0	2.0	2.5	6.0	1.3	7.0	62
						Total Stone		456 Tons

REFERENCE TABLE		
GRAD. NO.	h_4 (D_{100})	D_{50}
A-4	1.3 *ft*	7.4 *in*
A-5	1.7 *ft*	9.8 *in*
A-6	2.0 *ft*	12.1 *in*
A-7	2.5 *ft*	14.6 *in*

NOTE:
1. Rock gradation shall meet IDOT requirements for GRAD. NO A___ riprap, quality designation "A", or as designated by engineer.
2. Use largest available stones from available material as shown for the emergent boulders and crest stone.
3. Riffle slope shall be 20:1 or flatter where fish passage is required.

NOT TO SCALE

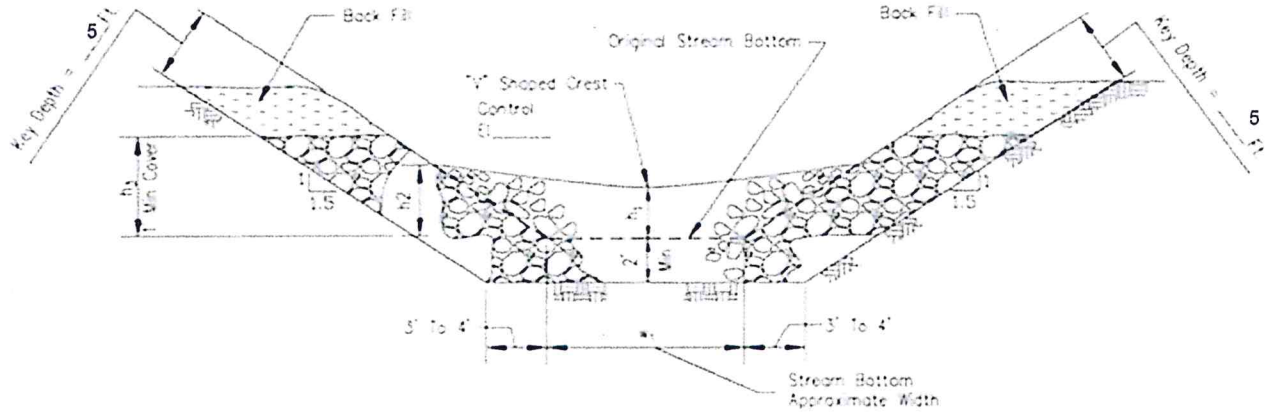
Designed
Drawn Rob Meats
QUINONES
Checked
Approved
Date 4/29/22
208

STREAM BANK STABILIZATION
ROCK RIFFLE DETAILS

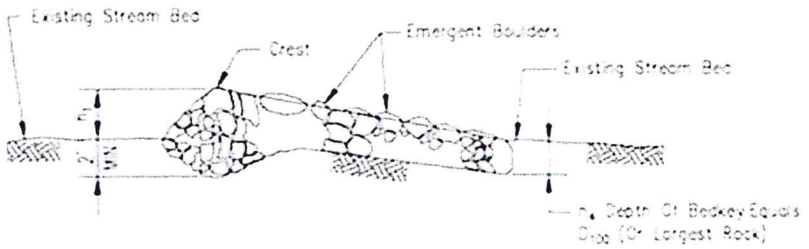
USDA NRCS Natural Resources Conservation Service

File No. IL-ENG-165A
Drawing No.

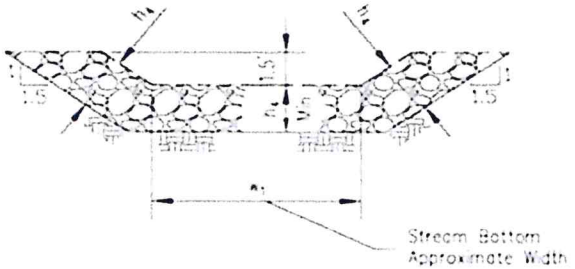
Landowner	Will Good	Stream	Undefined ADA to ditch abve lake	Location	16NW T16N R3E	Macon County, IL	Sheet 1 of 2



SECTION B–B



SECTION A–A



SECTION C–C

NOT TO SCALE

Landowner	Will Good	Stream	Undefined ADA to ditch abve lake	Location	16NW T16N R3E	Macon County, IL

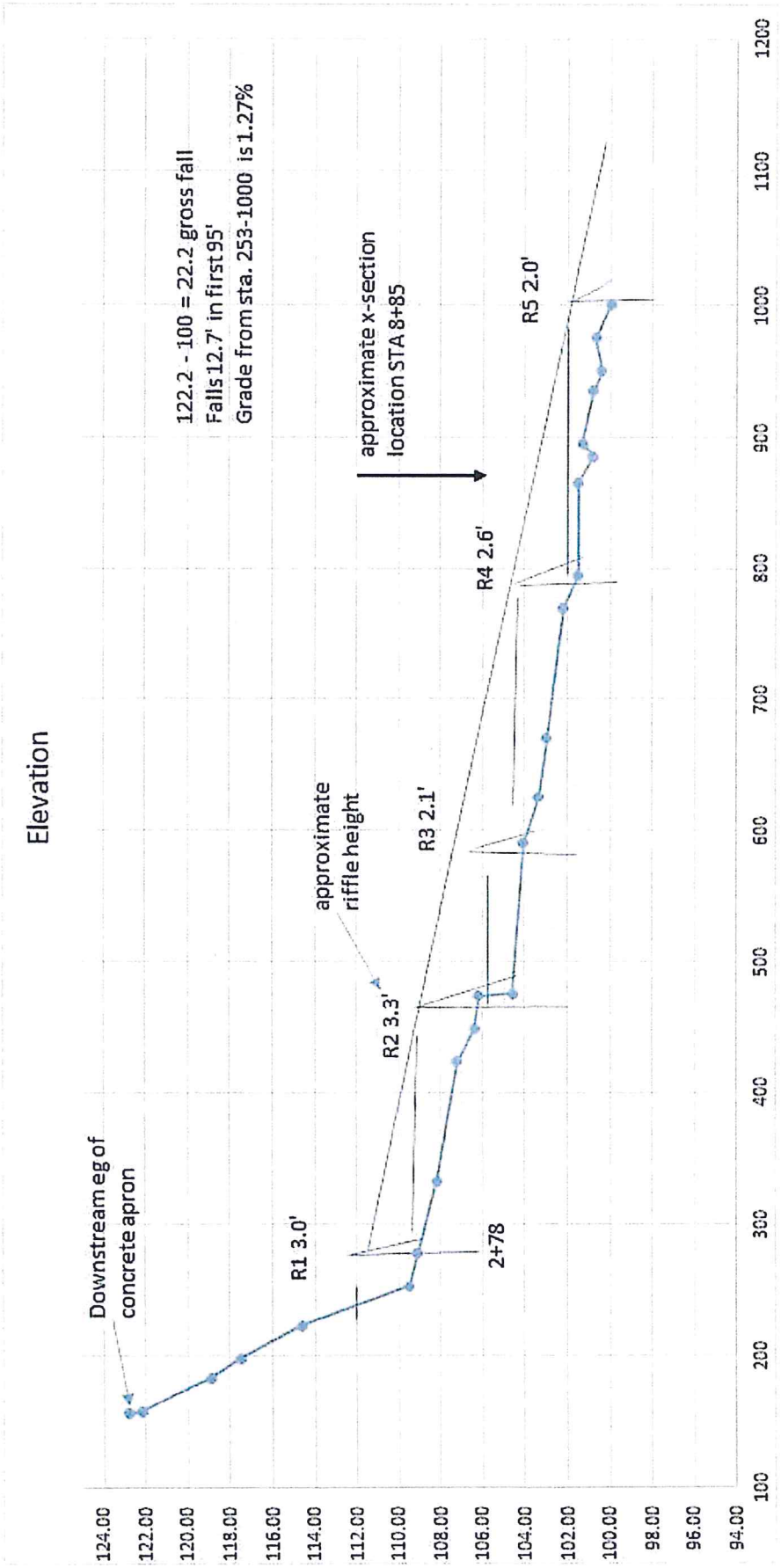
Designed Rob Meats Date 4/29/22
Drawn M. QUINONES Checked 208
Approved

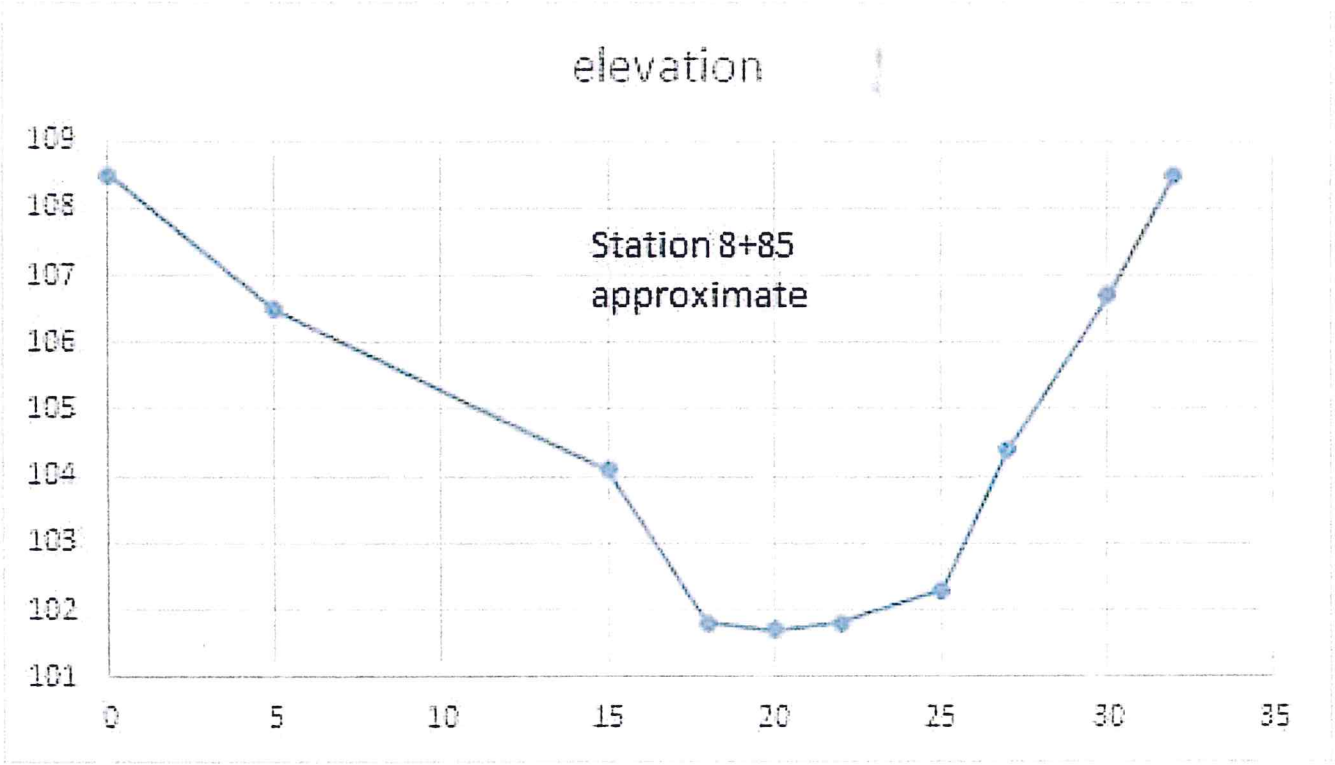
STREAM BANK STABILIZATION
ROCK RIFFLE DETAILS

USDA NRCS Natural Resources Conservation Service

File No. IL-ENG-165B
Drawing No.

Sheet 2 of 2


Elevation
Downstream eg of concrete apron
R1 3.0'
approximate riffle height
R2 3.3'
R3 2.1'
R4 2.6'
R5 2.0'
2+78
approximate x-section location STA 8+85
122.2 - 100 = 22.2 gross fall
Falls 12.7' in first 95'
Grade from sta. 253-1000 is 1.27%
124.00
122.00
120.00
118.00
116.00
114.00
112.00
110.00
108.00
106.00
104.00
102.00
100.00
98.00
96.00
94.00
100
200
300
400
500
600
700
800
900
1000
1100
1200


elevation
109
108
107
106
105
104
103
102
101
0
5
10
15
20
25
30
35
Station 8+85
approximate

Longitudinal Peaked Stone Toe (STP) Design Drawing Preparation

Landuser: Will Good
Stream: Undefined ADA to ditch abve lake
Macon County, Illinois
Location:
Sec.: 16 Twp.: 16N Range: 3E
N
W

Date: 4/29/2022
By: Rob Meats

Selected rock gradation: 4

Typical Riprap Section 1.5 : 1
STP Sideslope:

Key Depth 5 ft

REFERENCE TABLE		
IDOT Class	Largest Rock(D_{100})	D_{50}
4	1.3 *ft*	7.4 *in*
5	1.7 *ft*	9.8 *in*
6	2.0 *ft*	12.1 *in*
7	2.5 *ft*	14.6 *in*

NOTE: Gradation 5 is the same as former RR-5.

STP Reach 1

Bank: Left or Right Side Looking Downstream: Left
Beginning (Upstream) Station: 4+00
Beginning Station Description:
Lath w/ orange ribbon on the left bank

Benchmark EL: 121.41 ft.
Description:
Top of pipe in concrete post hole in channel at approx. sta. 1+80

NOTE: Reach 1

Approx. Key Spacing: 50 ft.
Downstream Riffle Elevation: 109.0 ft.
Peaked Stone Level Crest EL: 111.0 ft.
Average STP height: 2.0 ft.
Total Length of STP: 150 ft. *USE*
Average Tons/Ft. for STP: 0.40 0.5 *Tons/ft.*

For definitions of dimensions, refer to IL-ENG-152

Key	STA	h_1 *(ft.)*	W_1 *(ft.)*	Est. Rock *(Tons)* Calculated	Est. Rock *(Tons)* USE
1	2+75	2.0	2.0	4	4
2	3+25	2.0	2.0	4	4
3	3+75	2.0	2.0	4	4
4	4+25	2.0	2.0	4	4

Average Tons Per Key: 4 *Tons*
Total Rock Amount (Estimate): 91 *Tons*

STP Reach 2

Bank: Left or Right Side Looking Downstream: Right
Beginning (Upstream) Station: 2+50
Beginning Station Description:
lath w/ orange ribbon on right bank

Benchmark EL: 121.41 ft.
Description:
Top of pipe in concrete post hole in channel at approx. Sta. 1+80

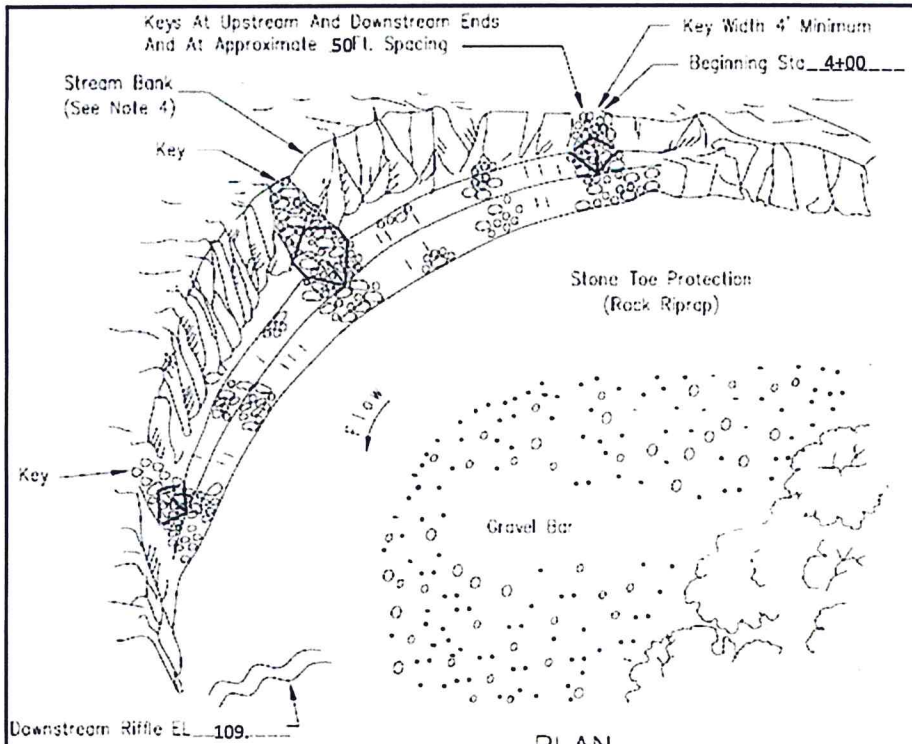
NOTE: This reach is optional.
Owners decision

Approx. Key Spacing: 50 ft.
Downstream Riffle Elevation: 109.0 ft.
Peaked Stone Level Crest EL: 112.0 ft.
Average STP height: 2.0 ft.
Total Length of STP: 50 ft. *USE*
Average Tons/Ft. for STP: 0.40 0.5 *Tons/ft.*

For definitions of dimensions, refer to IL-ENG-152

Key	STA	h_1 *(ft.)*	W_1 *(ft.)*	Est. Rock *(Tons)* Calculated	Est. Rock *(Tons)* USE
5	2+50	2.0	2.0	4	4
6	3+00	2.0	2.0	4	4

Average Tons Per Key: 4 *Tons*
Total Rock Amount (Estimate): 33 *Tons*



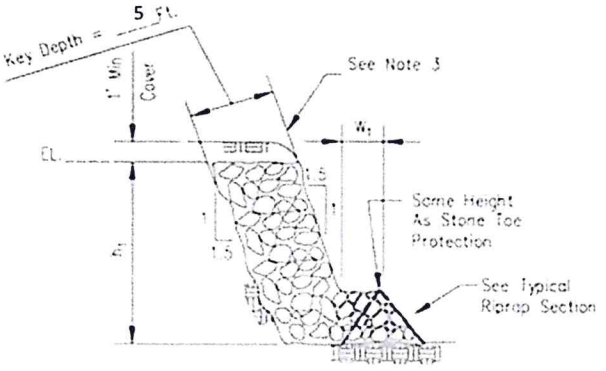
PLAN

Key	Sta.	h_1	W_1	Level Crest El.
1	2+75	2.0	2.0	111.0
2	3+25	2.0	2.0	111.0
3	3+75	2.0	2.0	111.0
4	4+25	2.0	2.0	111.0

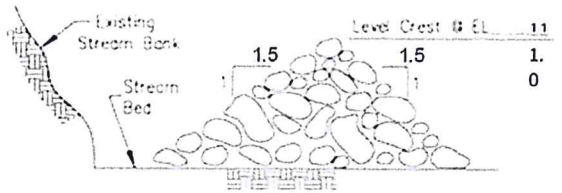
NOTE: Reach 1

Benchmark EL. 121.41
Description
Top of pipe in concrete post hole in channel at approx. sta. 1+80
Beginning Sta. Description
Lath w/ orange ribbon on the left bank

Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO4 ___ riprpap, quality designation "A", or as designated by engineer.
2. Stone Toe 150 ft. @ 0.50 Tons / Ft. average
Keys 4 @ 4 Tons Each
Total Rock Amount (Estimate): 91 Tons
3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
4. Location Left side of streambank looking downstream.



KEY DETAIL



TYPICAL RIPRAP SECTION

NOT TO SCALE

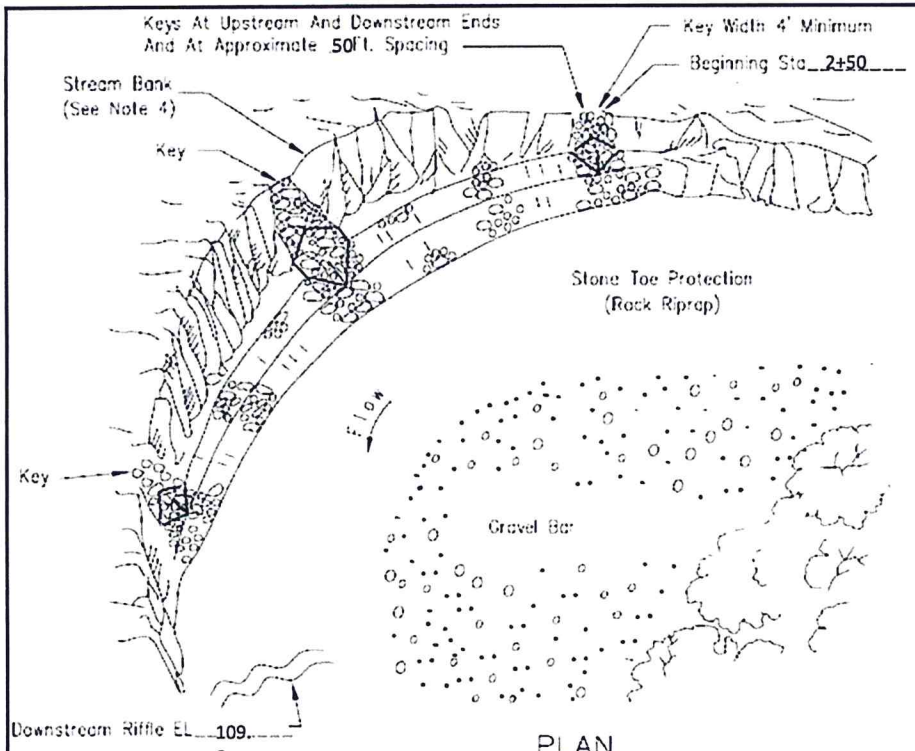
Date: Designed Rob Meats 4/29/22; Drawn M QUINONES 2/08; Checked; Approved

STREAM BANK STABILIZATION
STONE TOE PROTECTION

USDA NRCS Natural Resources Conservation Service

File No. IL-ENG-152
Drawing No.
Sheet 1 of 1

Landowner	Will Good	Stream	Undefined ADA to ditch abve lake	Location	16NW T16N R3E Macon County, IL



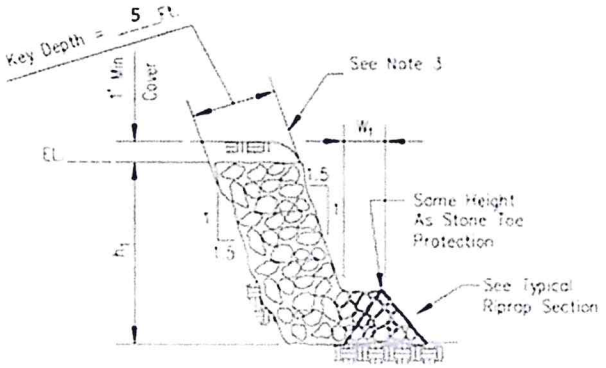
PLAN

Key	Sta.	h_1	W_1	Level Crest El.
5	2+50	2.0	2.0	112.0
6	3+00	2.0	2.0	112.0

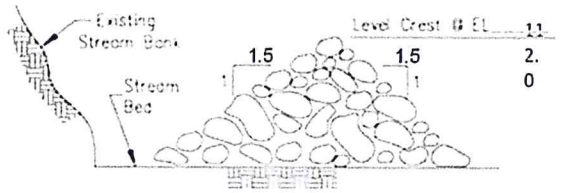
NOTE: This reach is optional.
Owners decision
.

Benchmark EL. 121.41
Description
Top of pipe in concrete post hole in channel at approx. Sta. 1+80
Beginning Sta. Description
lath w/ orange ribbon on right bank

Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO 4 riprpap, quality designation "A", or as designated by engineer.
2. Stone Toe 50 ft. @ 0.50 Tons / Ft. average
Keys 2 @ 4 Tons Each
Total Rock Amount (Estimate): 33 Tons
3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
4. Location Right side of streambank looking downstream.



KEY DETAIL



TYPICAL RIPRAP SECTION

NOT TO SCALE

Date 4/29/22
Designed Rob Meats
Drawn M. QUINONES 208
Checked
Approved

STREAM BANK STABILIZATION
STONE TOE PROTECTION

USDA NRCS Natural Resources Conservation Service

File No. IL-ENG-152
Drawing No.
Sheet 1 of 1

Landowner	Will Good	Stream	Undefined ADA to ditch abve lake	Location	16NW T16N R3E Macon County, IL

LOCATE REQUEST FORM

It's Smart. It's Free. It's the Law.

1-800-892-0123

Call Before You Dig JULIE ILLINOIS ONE-CALL SYSTEM

1	COMPANY PHONE NUMBER WITH AREA CODE Form is to be filled out by Landowner		CALLER NAME	
2	COMPANY NAME			
3	COMPANY ADDRESS			
4	CITY, STATE, ZIPCODE		FAX NUMBER WITH AREA CODE	
5	SITE CONTACT NAME	PHONE NUMBER WITH AREA CODE		EXTENSION (IF APPLIES)
6	COUNTY (MUST provide this information) Macon	*Check one and list location name* ☐ VILLAGE ☐ CITY *(URBAN)*		UNINCORPORATED TOWNSHIP *(RURAL)*
7	SUBDIVISION NAME	EXCAVATION SITE ADDRESS OR LOT NUMBER		
8	NEAREST CROSS STREET/CROSS ROAD, REGARDLESS OF SIZE, WITHIN A 1/4 MILE *(indicate street, road, lane, drive, avenue, etc.)*			
9	The standard we accept is North American Datum 83 (NAD83): format is degrees, minutes & seconds	LATITUDE	LONGITUDE	
10	JULIE Members and their subcontractors must provide the section - quarter/section information.	TIER 16N	RANGE 3E	SECTION 16NW	QUARTER/SECTION
11	ADDITIONAL LOCATION INFORMATION *(Examples: directions, landmarks, distance from nearest town, etc.)*			
12				
13	TYPE OF WORK *(Examples: trench for sewer, cable/telephone drops, fence/deck installation, plant trees/shrubs, foundation, ditch work, etc.)* Streambank Stabilization			
14	ARE YOU DIRECTIONAL BORING OR HORIZONTAL DIRECTIONAL DRILLING? *(Check one)* ☐ YES ☐ NO	WILL YOU BE DIGGING DEEPER THAN 7 FEET? *(Check one)* ☐ YES ☐ NO ☐ UNSURE		
15	EXTENT OF WORK *(Examples: locate north side of building, along rear lot line, front of property to curb, lot line to lot line, etc.)*			
16				
17	EXCAVATION SITE OWNER OR RENTER'S NAME *(If other than caller)* Will Good	IS THE SITE PRE-MARKED? *(Check one)* ☐ YES ☐ NO ☐ UNSURE		
18	NOTES TO UTILITIES ABOUT EXCAVATION SITE			
19				
20				
21	START DATE AND TIME OF EXCAVATION *(given to caller by operator)*	IS THIS A JOINT MEET? *(Check one)* ☐ YES ☐ NO		
22	DIG NUMBER *(given to caller by operator)*	*KEEP YOUR DIG NUMBER AS PROOF OF YOUR CALL TO JULIE AND AS A REFERENCE NUMBER FOR THIS CALL.*		
23	DIG NUMBER EXPLANATION: JULIE system reference numbers → A OR X 555 5555 ← Request sequence number for that day; Julian Calendar Date			
JULIE MEMBER COMPANIES SENT THIS MESSAGE *(given to caller by operator)*				

For your protection, JULIE recommends that you search the area for the facilities of others who are not JULIE members and notify them separately. In addition, you should communicate with the owner of the dig site to determine if there are any privately installed lines which are not marked by member utilities.

Revised 6-2005

Operation & Maintenance Plan
Streambank and Shoreline Protection (Code 580)

Landowner/Operator: Will Good Date: 6/23/2022

NRCS Service Center: Macon Conservation District: Macon

Practice Location: T16N R3E Sec 16 Tract/Field ID: N/A
(Lat/Long or UTM Coord, or Sec/TS/R)

Expected Lifespan

The minimum expected lifespan of this practice is at least 20 years.

Follow the operation and maintenance plan below to keep your streambank stabilization measures functioning as intended:

- Inspect treated areas and associated practices annually, after significant storm events, and after ice flow to identify repair and maintenance needs.
- Check all rock riprap sections for accelerated weathering and displacement. Replace to original grades if necessary. Some movement of smaller stone and sorting of material is expected.
- If any crest stones (large rocks used to form the center ridge of a rock riffle or stream barb) are displaced, the structure should be repaired immediately.
- Periodically inspect the bank area above the rock keys. If any settlement or displacement of the earth fill is observed, the settled area should be promptly refilled and compacted to prevent the formation of a surface flow channel that would erode the supporting bank material.
- All settlement or cracks in the soil should be investigated to determine the cause and immediately repaired.
- Remove any debris that accumulates at the protected section, and immediately upstream or downstream from the installed structures.
- In cases where the bank is left in a near vertical position, expect continued bank failure until a stable slope is reached.
- Natural regeneration of native vegetation including woody plants should be left intact to improve bank stability and wildlife habitat.
- If fences are installed, they shall be maintained to prevent unauthorized human or livestock entry.
- Control livestock access on unfenced areas.
- Keep machinery away from steep side slopes. Keep equipment operators informed of all potential hazards.
- Immediately repair any vandalism, vehicular, or livestock damage.

Specific Site Requirements

Reset

Exhibit 2

Lake Decatur Watershed

Protection Program Agreement

Project Expenses and Reimbursement

Owner Name: Leslie William & Bridget Good **Application Number:** BMP 4-GC (319 Grant)

Name and Address of Contractor	Bid Price
Leslie William Good 3209 Fields Court Decatur, IL 62521	$47,000

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

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

$ 47,000.00 (Bid Price) + $ 2,350.00 (5% Contingency) = $ 49,350.00 (Total Not to Exceed Project Cost)

Owner Reimbursement: $ 49,350.00 (Total Project Cost) X 75% = $ 37,012.50 (Maximum City Reimbursement to Owner)

MEMORANDUM OF WATERSHED PROTECTION AGREEMENT

THIS MEMORANDUM WITNESSETH that _Leslie William Good & Bridget Lynne Good, OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into an Lake Decatur Watershed Protection Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in _Macon_ County, Illinois, to-wit:

Lots One (1) & Two (2) of Penn's First Addition, as per Plat recorded in Book 1832, page 558 in the Recorders of the Recorder's Office of Macon County, Illinois, together with an Easement for ingress and egress over the West 30 feet of Lot One (1) of said Addition, as shown on the Plat of said Addition. Situated in Macon County, Illinois.

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

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

Dated this 10TH day of October, 2022

OWNER:

BY: Leslie Wm Good BY: Bridget L Good

Authorized Signator

CITY OF DECATUR, ILLINOIS

BY:_____

Scot Wrighton, City Manager

EXHIBIT 3

Project Name: BMP4GC
Project Manager: Northwater (2021- 319 Grant)
Landowner: Will Good
BMP Practice: Stream Channel Stabilization (584 feet) & Streambank Protection (580 feet)

BMP Treatment Acres: N/A		Owner Cost:	$12,337.50
Annual Nitrogen Reduction (lbs):	239	Maximum City Cost (reimbursed to owner)	$37,012.50
Annual Phosphorus Reduction (lbs):	106	Total Not to Exceed Project Cost:	$49,350.00
Annual Sediment Reduction (Tons):	172	*319 Grant funds:*	*-$18,000.00*
Expected Construction:	Fall 2022	**Net Maximum City Cost:**	**$31,350.00**

Before BMP is installed:



BMP Location:



DATE: 10/10/2022

MEMO: 2022-64

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

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:
Resolution Authorizing a Representative to Sign Loan Documents for the Oakland and Grand Area Sewer Separation Project,
City Project 2021-01.

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the following resolutions authorizing the Mayor to sign, and the City Clerk to attest:

1. A resolution authorizing the City Manager to sign the Illinois Environmental Protection Agency Water Pollution Control Revolving Fund loan application forms and supporting documents for the Oakland and Grand Area Sewer Separation Project, City Project 2021-01.

2. A resolution authorizing the City Manager to sign the Illinois Environmental Protection Agency Public Water Supply Loan Program loan application forms and supporting documents for the South Water Treatment Plant Electrical Improvements, City Project 2022-18.

BACKGROUND:
Illinois Environmental Protection Agency (IEPA) State Revolving Loan Program

The City intends to use IEPA state revolving loan funds for two upcoming projects:

1. Oakland and Grand Area Sewer Separation
2. South Water Treatment Plant Electrical Improvements

The IEPA Wastewater and Drinking Water loan programs provide low-interest loans through the State Revolving Fund (SRF). The SRF includes two loan programs: the Water Pollution Control Loan Program (WPCLP) which funds both wastewater and storm water projects, and the Public Water Supply Loan Program (PWSLP) for drinking water projects. The current loan interest rate is 1.24%.

The program has application forms and supporting documents that are required to be signed by an authorized representative of the City. The City has authorized the City Manager in previous IEPA loan projects completed by the City. This authorizing is not for the loan itself but for the preliminary paperwork submittals necessary to be approved for a loan. Future action by the City Council will be required to approve the actual loans.

PRIOR COUNCIL ACTION:
No prior Council actions.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES: AECOM, CMT, IEPA

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

BUDGET/TIME IMPLICATIONS:
The project plan is scheduled to be submitted to IEPA later this year for both projects with loans planned for the end of 2023 or early in 2024.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Representative to Sign Loan Documents for the Oakland and Grand Area Sewer Separation Project, City Project 2022-01	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A REPRESENTATIVE TO SIGN LOAN DOCUMENTS FOR THE OAKLAND AND GRAND AREA SEWER SEPARATION PROJECT CITY PROJECT 2021-01

WHEREAS, application provisions for loans from the Water Pollution Control Revolving fund for construction of sewage treatment works require that the City Council of the City of Decatur authorize a representative to sign the loan application forms and supporting documents,

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

Section 1. That Scot Wrighton, City Manager, is hereby authorized to sign all loan application forms and documents.

PRESENTED and ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

SUBJECT: Resolution Authorizing a Representative to Sign Loan Documents for the South Water Treatment Plant Electrical Improvements City Project 2022-18

ATTACHMENTS:

Description	Type
Resolution Authorizing a Representative to Sign Loan Documents for the South Water Treatment Plan Electrical Improvements, City Project 2022-18	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A REPRESENTATIVE TO SIGN LOAN DOCUMENTS FOR THE SOUTH WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS CITY PROJECT 2022-18

WHEREAS, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the City Council of the City of Decatur authorize a representative to sign the loan application forms and supporting documents,

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

Section 1. That Scot Wrighton, City Manager, is hereby authorized to sign all loan application forms and documents.

PRESENTED and ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

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

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-09

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

DATE: October 17, 2022

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

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

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of fifteen (15) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

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

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1944 N 28th	**977 N College**	**452 W Main**
2160 W Saint Louis Bridge	**1302 W Sunset**	**1746 E William**
625 W Olive	**1425 N Wilson**	**176 S Hilton**
253 E Stuart	**1080 W Olive**	**415 E Peoria**
790 E Whitmer	**1758 E Locust**	**1242 N Monroe**

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

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

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

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

PRESENTED and ADOPTED this 17th day of October 2022.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Council Memo October 17, 2022

Resolution Authorizing Actions Regarding Unsafe Structures

28th, 1944 N. This property was posted as Unfit for Human Habitation in February 2020. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

College, 977 N. This property was posted as Unfit for Human Habitation in June 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Main, 452 W. This property was posted as Unfit for Human Habitation in November 2020. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Saint Louis Bridge, 2160 W. This property was posted as Unfit for Human Habitation in September 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Sunset, 1302 W. This property was posted as Unfit for Human Habitation in September 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

William, 1746 E. This property was posted as Unfit for Human Habitation in October 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Olive, 625 W. This property was posted as Unfit for Human Habitation in September 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Wilson, 1425 N. This property was posted as Unfit for Human Habitation in June 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Hilton, 176 S. This property was posted as Unfit for Human Habitation in September 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Stuart, 253 E. This property was posted as Unfit for Human Habitation in April 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Olive, 1080 W. This property was posted as Unfit for Human Habitation in August 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Peoria, 415 E. This property was posted as Unfit for Human Habitation in August 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Whitmer, 790 E. This property was posted as Unfit for Human Habitation in July 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Locust, 1758 E. This property was posted as Unfit for Human Habitation in June 2020. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Monroe, 1242 N. This property was posted as Unfit for Human Habitation in December 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

DATE: 10/12/2022

MEMO: 2022-10

TO: Julie Moore Wolfe, Mayor
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, September 2022

ATTACHMENTS:

Description	Type
Economic & Community Development, September, 2022	Backup Material
Fire, September, 2022	Backup Material
Police, September, 2022	Backup Material
Public Works, September, 2022	Backup Material
IT, September, 2022	Backup Material

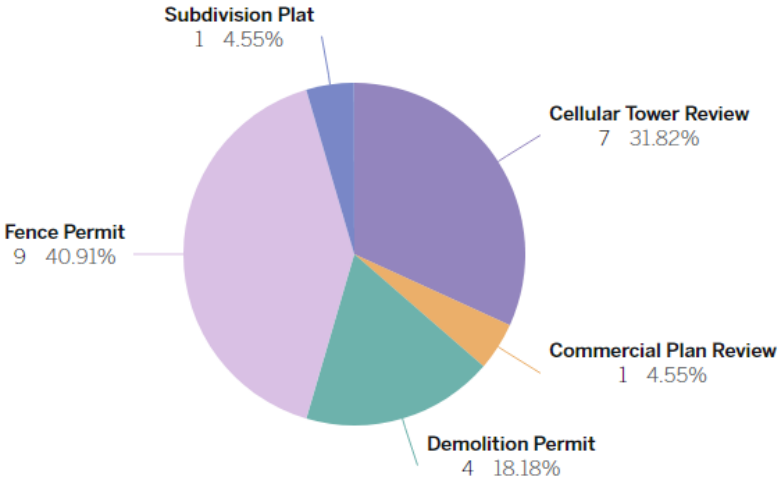
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT

SEPTEMBER 2022

PLANNING AND DEVELOPMENT DIVISION

For the month of August, the Planning and Development staff processed and reviewed commercial site plans and other development submittals. We have adapted to doing some reviews of digital submittals of site plans and other materials.

In August, staff in conjunction with other city departments reviewed twenty-two (22) submittals broken down by review type below:



We have ongoing Economic Development projects both in the planning stage and under way. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments.

We are also handling the sale and acquisition of City owned property in furtherance of Community Revitalization. The majority of the vacant lots sold have been acquired by adjacent homeowners interested in expanding their outdoor living space with some of the other acquisitions being made by a Church and Non-profits and one (1) commercial owner that owns other adjacent vacant lots.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
4	58	$34,750

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
0	2

BUILDING INSPECTIONS DIVISION

For August, we issued 152 permits broken down by permit type below. Of those, we had five (5) permits with a value of over $250,000. The Division performed 386 inspections and 18 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	9	$19,492,409
Residential Building	22	316,844
Demolition	6	397,100
Electrical	23	1,914,290
Mechanical	10	50,326
Plumbing	19	79,526
Roof	51	974,907
Pool	2	13,400
Fence	9	58,893
Sign	0	0
Temporary Structure	0	0
Wheelchair Ramp	1	100
TOTAL	**152**	**$23,297,795**

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehabs, demolitions, and exempt activities.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable air conditioners and electrical.
- Staff is working with CILBA (Central Illinois Land Bank Assoc.) to rehab or acquire various properties.
- Staff continues to work with Project READ and OKO as subrecipients for the public service funding from CDBG. OKO submitted its last pay request.
- Staff is working with Rise, Inc., a consultant to assist with strategic use of the HOME and CDBG funds. Action Plan accepted by HUD.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continued the Owner Occupied Rehab program (ARPA).
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the City.
- Staff continues work on qualifying residents for the IHDA Single Family Rehab (SFR) grant and Strong Communities (SCP) grant. One project is moving forward through the SCP grant and several are being processed through the SFR grant.
- Staff continues to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The City partnered with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. Progress is slowly being made. The overall project cost is about 4 million.
- Staff attended Town Hall Community Violence meeting.
- Staff continues working the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard. Partners include, Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA). SIA secured the assistance of "Walk It Like You Talk" It to reach out to residents about the program.

- The City of Decatur entered into an agreement for $450,000 with Northeast Community Fund to operate the Small Repair Program.
- Staff completed in conducting a Housing Inventory for the inner-city neighborhoods.
- Staff continues working with Key Strategic to develop a Workforce Development ecosystem plan for Macon County & the City of Decatur. A meeting was held with key stakeholders.
- Staff attended a mandatory virtual HUD Grantee Conference.
- Staff meets monthly with Decatur Jobs Council to assist with the reorganization of the committee.
- Staff is working to increase the number of contractors who can participate in our rehabilitation programs through social media, radio, television and other media outlets.
- HUD approved the HOME ARP allocation plan for amendment to submit to HUD.
- Staff is working with Land of Lincoln Credit Union on a pilot program as part of our owner occupied and rental rehab programs.
- Staff met with outside agencies, i.e. Dove, CoC, Homeless Advisory Council, Shemilah Outreach, Northeast Community Fund, SIA neighborhood group, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of August 2022.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
AUGUST 2022

NEW CASES	
Health & Safety (72 Hour)	121
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	48
No Garbage Service	6
Nuisance	231
Secure of Abandoned Buildings	15
Weeds	222
TOTAL	643

DEMOLITIONS	
Year-to-Date	
Demolished	41
New Cases	9
Sent to Legal	10
Sent to Council	4
Out to Bid	15
Contracts Granted	3
Contract Amount	$33,200.00
Permits Issued	0
Permits Finaled	7
Active Demolitions	178

RE-INSPECTION VISITS	
Code Enforcement	1126
Weeds	254
TOTAL	1380

GARBAGE SERVICE COMPLAINTS	
Received	3

INVOICES*	
New Invoices	221
Dollar Amount	$50,082.20

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	36
Weeds	163

PAYMENTS RECEIVED**	
Weeds	$700.00

WEED ABATEMENT	
Contractor Mowed	173
Owner Mowed	25
TOTAL	198

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred

by the City of Decatur for weed abatement.

DECATUR FIRE DEPARTMENT

MEMORANDUM

2022-10

October 5, 2022

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – September 2022

The fire department responded to 1100 alarms in September. The total number of alarms so far this year is 9439. There were 9214 alarms at the same point in 2021. The construction of the new Station 7 is moving along well and is it still anticipated that construction will be done this year. The new Engine 3 is scheduled to be picked up from the factory on October 24.



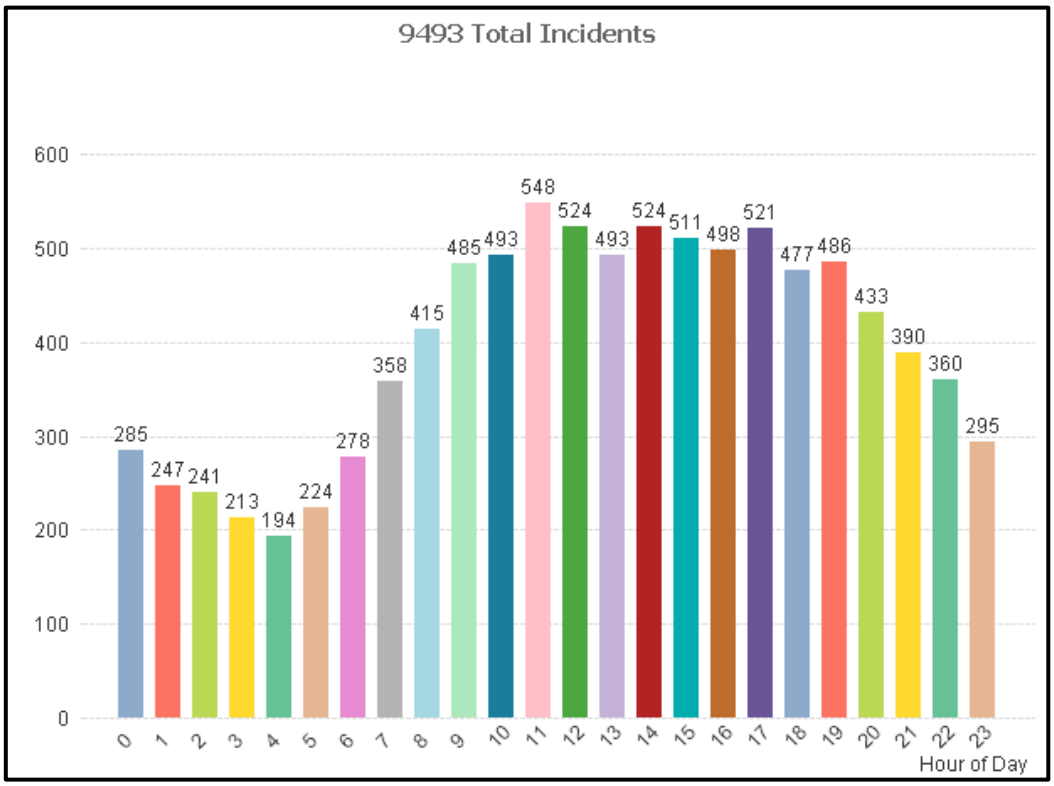
New Engine 3 under construction

The new Engine 5 should be completed a month or two later. There is now a long delay in fire apparatus delivery times that the city will need to factor in the upcoming 2023 budget. The estimated time of delivery if an apparatus was purchased now would be 2025. Supply chain issues are impacting several areas of the department. Firefighter turnout gear that was ordered in the Spring of 2022 is not expected to arrive until early 2023.

The used Rescue truck that was purchased from the Boston Fire Department is now in service. The vehicle expands the department's Technical Rescue capabilities and consolidates a lot of the equipment into one apparatus. A new Rescue vehicle like this would cost close to one million dollars. This vehicle will provide service to Decatur for another 7-10 years and cost less than $50,000.00.



Rescue 1



TRAINING:

Auto Extrication: Crew members from E-1, E-4, E-7, & E-6 completed hands on extrication training. Participants arrived to find two stacked vehicles that simulated a difficult motor vehicle crash. Members were to Identify Scene Safety and size up issues pertinent to vehicle accidents, recognize patient care priorities for accident victims, practice proper use of rescue tools to facilitate victim extrication and, demonstrate popper Spinal Motion Restriction, KED application and, victim removal using a manikin.

Monthly training through the Vector Solutions training site: All members completed SOP/SOG discussion and review. J-101 Hazardous Material Response, J-102 MABAS Response Policy for Decontamination Trailer Deployment, J-105 MABAS 46 Decontamination Vehicle, J-108 Special Operations Team Recall. All members completed an exam in Vector Solutions with a minimum passing score of 100%.

Several companies toured the Decatur Women's Correctional center.

The Department Trench Rescue Team completed a joint training with Springfield Fire Department Trench Team. The training consisted of an "L" shaped trench and dealt with proper techniques for managing the incident, Safety of rescuers, and rescue/recovery of trapped victims. Company Officer Training Consisted of School Fire & Life Safety Inspections.

Decatur Leadership Institute 2022 was put on at the Decatur Regional Training Center located at Station 2. Participants were put through several evolutions involving a structure fire scenario. All members completed company drills, Response Territory Familiarization, driver training, and pre-plan inspections.

FIRE PREVENTION DIVISION: NO REPORT

DECATUR ILLINOIS POLICE DEPARTMENT

TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

FROM: Shane Brandel

RE: September 2022 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of the month, staffing was 135. Current staffing for the Decatur Police Department is as follows:

Position	Current	
Police Chief	1	
Deputy Chief	3	
Police Lieutenant	4	
Police Sergeant	17	
Police Patrol Officer	110	
TOTAL	135	Budgeted: 148

8 of the 135 are either at the Police Training Academy or in the Field Training Program, thus not deployable.

3 sworn officers are on injury status, thus not deployable. One retirements/resignations expected in September.

Civilian-Non Sworn Police Staffing

At the end of month staffing was 12. Current civilian staffing for the Decatur Police Department is as follows:

Position	Current
Administrative Secretary	1
Crime Analyst	2
Sr. Clerk Typist	2
Records Supervisor	1
Parking Enforcement	1
Part-time FOIA Officer	2
Community Liaison Officer	3
Total	12

PATROL DIVISION

Function	Month	YTD
Community Meetings	9	50
Directed Patrols	29	201
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0
Parking Citations	68	508
Criminal Arrests	442	3281
Felony Drug Arrests	26	193
Firearms Seized	33	189
Traffic Citations	583	4481
Field Interviews	110	971
Written Warnings	202	1792
Calls for Service/CAD incidents	4429	38915
Unlawful Use of Motor Vehicle tows	147	975
Driving Under the Influence Arrests (DUI)	37	224
DUI involving accidents	10	74
Fatal Accidents	0	5
Traffic Accidents	213	1845
Accidents with Personal Injury	42	326
City Ordinances Arrests	9	61

Distracted Driving Enforcement- Electronic Communication Device Citations:

State Citations	YTD	Warning Citations	YTD
11	94	4	24

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

Drug	Amount		YTD Seizure	Street Value
Cannabis	3439	grams	13488 grams @ $10-gram	$134,880
Cocaine-Powder	87	grams	5304 grams @ $100-gram	$530,400
Cocaine-Crack	90	grams	300 grams @ $100-gram	$30,000
Heroin	11	grams	42 grams @ $300-gram	$12,600
Ecstasy	0	hits	160 hits @ $20 hit	$3,200
Meth	140	grams	15544 grams @ 100-gram	$1,554,400
K-2/Pills:	0	pills	110 pills	

Search Warrants: 3	YTD: 48
US Currency Seized: $28,981	YTD: $106,015
Firearms seized: 13	YTD: 88
Vehicles seized: 1	YTD: 16
Arrests: 11	YTD: 142

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 127	YTD: 911
Cases closed/resolved: 74	YTD: 651
Criminal Arrests: 57	YTD: 366
Homicides: 0	YTD: 14
Infant Death Investigations: 1	YTD: 3
Suicide Detective Investigations: 1	YTD: 10
Missing Person Investigations: 5	YTD: 38
Computer forensic Exams: 0	YTD: 20

Crime Analysis Unit and Investigations:
Sex Offender Registrations: 118 YTD: 1173

Freedom of Information (FOIA)

The Professional Standards Unit received 226 Freedom of Information Act requests for the month.

Total requests YTD in 2022 is 2102.

U.S. Marshall's Great Lake Task Force

Felony Arrest:	12	YTD: 151
Misdemeanor Arrests:	2	YTD: 10
Total:		TTD: 161

Public Works Department
Monthly Report
September 2022

Engineering:

2021 Water Main Replacement Project:

Month Activity: Burdick continued work in phase 2 & 3 within the South Shores area. Phase 2 work is complete with final restoration and pavement patching scheduled for early October. Phase 3 watermain installation has commenced with approx. 65% complete.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations. The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021, with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on pipe, pipe is currently part of national material shortages. Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work did not start in South Shores spring due to the delay in materials and after mid-November they cannot be restored with asphalt. Burdick completed work in phase 1 of 4 in August.

Center Street Bridge Replacement:

Month Activity: Final restoration was completed.

Project Background: The design was completed by WHKS with bids received by IDOT on March 5, 2021. The bids were higher than the engineer's estimate and the City Council

approved concurrence on April 5, 2021, to approve Sangamo's bid for $1,595,148.92. IDOT awarded the Bid to Sangamo in April and the preconstruction was on April 28, 2021. Construction started in May of 2021. Sangamo removed the existing structure and build the low water level river crossing for construction on the new structure. Sangamo has completed the abutments, center pier, beams, and deck. Sangamo completed the bridge parapet wall, guardrail and striping in November which allowed the bridge to open on November 24. Final restoration and seeding will be completed in the Spring.

2022 Trenchless Long Lining Project

Month Activity: Work is complete at approx. 90% of the locations, work is expected to be completed early October.

Project Background: The project was designed and advertised by Engineering staff on January 26, 2022, with bids received on February 2, 2022. The project is located at various locations around town using scoring determined by the City's CCTV program. The City received two bids with Insituform providing the lowest responsive bid. The project was awarded to on March 7, 2022.

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: Service lining started in September with approx. 80 service laterals completed. Work is expected to continue in October.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022, with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest

responsive bid. The project was awarded to on February 22, 2022. NWMCC mobilized in April.

2022 Storm Drainage Improvement Project

Month Activity: All work is complete.

Project Background: The project was designed and advertised by Engineering staff on March 30, 2022, with bids received on April 20, 2022. The project is at various locations in need of repair or improvement. The City received two bids with E.L. Pruitt Company providing the lowest responsive bid. The project was awarded by City Council to E.L. Pruitt on May 2, 2022.

Lake Grove Club Retaining Wall

Month Activity: A settlement with the bonding company was reached in September with a contract with Kinney Contractors scheduled for council consideration on the October 3rd meeting.

Project Background: The project was designed and advertised by Engineering staff and Clark Dietz Engineering on March 30, 2022, with bids received on April 20, 2022. The project replaces an existing railroad tie retaining wall that has reached the end of its useful life. The City received two bids with Clippers Lawn and Landscaping providing the lowest responsive bid. The project was awarded by City Council to Clippers on May 16, 2022. The City has received and approved the shop drawing for ordering of the material in late July and it is expected work to begin in August. Clippers mobilized in August and started the project by removing the existing wall. Clippers then notified the City that they will be permanently closing and not completing the work.

2022 Microsurfacing Project

Month Activity: All work was completed in September.

Project Background: The project was designed and advertised by Engineering staff with cooperation from Mt. Zion, Forsyth, Long Creek, and Macon County to create a larger project to offset the mobilization cost due to no local contractors are able to perform this type of work. The project places a maintenance treatment on asphalt and oil and/or chip roads to extend the life. The City received two bids with Microsurfacing Inc providing the lowest responsive bid. The project was awarded by City Council to Microsurfacing Inc. on July 5th, 2022. Work is scheduled to begin in middle August.

2022 Manhole Rehabilitation Project

Month Activity: No work was completed in September; work is expected to start in early October.

Project Background: The project was designed and advertised by Engineering staff on June 22, 2022, with bids received on July 13, 2022. The project will rehabilitate brick manholes at various locations. The City received three bids with Culy Contracting providing the lowest responsive bid. The project was awarded by to Council at the August 1st meeting.

2022 State Motor Fuel Tax - Asphalt

Month Activity: Kinney started the concrete and Burdick started the water service work on Wood St in September. Work is expected to move to Cantrell St once complete.

Project Background: The project was designed and advertised by Engineering staff on July 27, 2022, with bids received on August 10, 20222. Dunn Company provided the lowest responsive bid, and the contract was awarded by City Council on August 15, 2022. The concrete and water

service work is scheduled to start on September 6 with paving to commence on each street once complete.

MUNICIPAL SERVICES MONTHLY DATA SEPTEMBER 2022

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	530 patches	249	
Miscellaneous / Asphalt	0	0	
Pothole Patch / Repair	1,463	268	
Street Repair / Asphalt	95.30 sq yds	51	
CONCRETE	QUANTITY	HOURS	OTHER INFO
SS Utility Cuts / Curb & Gutter	0	0	
SS Utility Cuts / Driveway	0	0	
SS Utility Cuts / Pavement	220.90 sq yds	210	
SS Utility Cuts / Sidewalk	668 sq ft	94	
Water Dept Cuts / Curb & Gutter	1 linear ft	6	
Water Dept Cuts / Driveway	8 sq yds	10	
Water Dept Cuts / Pavement	37.90 sq yds	78	
Water Dept Cuts / Sidewalk	325.50 sq ft	66	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		106	
Flowerbed Maintenance		28	
Fountain		23	

Mowing / Downtown Parks		61	
Special Events / Downtown Parks		12	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous Electrical		2	
Service Calls / Other Departments		0	
Street Light Maintenance		64	
Traffic Signal Repair		312.50 Straight / 50 OT	
Warning Siren Maintenance		5.5	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	96.74%	794.66	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		11	
Mowing City Lots		6	
Mowing City Property / ROW		226	
Mowing City Property / State ROW		0	
MSC Maintenance		35	
New Tree Care & Maintenance		28.5	
Pesticide Application		1	
Storm Damage Clean-up		43.8	
Stump Removal	2		
Tree Removal	186 (inch diameter)	77	
Tree Trimming	26		

Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		20	
Parking Lots/Garage Maintenance		53	
Parking Meter Collection		8	
Parking Meter Repair		10	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	20,750 linear ft	242	
Catch Basin / Pumped	99	70	
Catch Basin / Repaired	6	31.5	
Culvert / Installed	28 linear ft	6	
Culvert / Jetted	151 linear ft	10	
Ditch Cleaning	365 linear ft	44	
Sanitary Back-up / Jetted	1,355 linear ft	12 Straight / 12 OT	
Sanitary Manholes / Pumped	0	0	
Sanitary Sewers / Cleaned	31,109 linear ft	84	
Sanitary Sewers / Jetted	4,900 linear ft	26 Straight / 13 OT	
Sanitary Sewers / Roots	300 linear ft	4	
Street Cleaning / 3rd Shift	154.3 miles	47	
Street Cleaning / County Roads	0	0	
Street Cleaning / Neighborhoods	163.2 miles	413.5	
Street Cleaning / Priorities	120.8 miles	48.5	

Storm Sewer / Jetted	0	0	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	78	2	
Miscellaneous Traffic Control		47	
Signs / Installed	28	63.5	
Signs / Made	24	73.5	
Signs / Repaired	23	55 Straight / 2 HC	
Striping / Paint	112,200 feet	146 Straight / 14 HC	
Striping / Tape	135 feet	8	
Symbols / Paint	3	10	
Symbols / Thermoplastic	10	47.3	
Traffic Control (set up & removal)		82	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		86	
72-hour / Clean-Up		181	
72-hour / Clean-Up Court Time		2	
Abatements (weed & brush)		93	
Home Secures		45.50	

Water Production Division
Monthly Report
September 2022

DeWitt County Wellfield Improvements: INTERA Inc. continued plans to test the wellfield's performance and water quality this fall and continued to assess the site's power supply options.

Lake Decatur Landscape Maintenance: The site at the intersection of M. L. King Jr. Dr. and Lake Shore Dr. is planned for a prescribed burn this fall.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 614.1 feet (99% full) which is above average for September.

Lake Decatur Watershed Management Plan: Staff attended introductory meetings on how the City's five year $9.88M USDA RCPP grant will be administered. Work continued on the 2020 $150,000 IEPA Section 319 grant. IEPA will announce later this year if the City's 2021 Section 319 grant application is funded. Northwater Consulting continued implementing the watershed water quality monitoring network and work on the Lake Decatur bathymetry survey report, plans to construct several high priority Best Management Practices (BMPs), work on the Sand Creek, Friends Creek, Wildcat Creek and Willow Branch subwatershed plans, and the 2022 IEPA Section 319 grant application consisting of critical implementation projects in the Bluffs and Friends Creek subwatersheds and planning support for the Goose Creek subwatershed. On September 9 the City received notice from the Macon Co. Soil & Water Conservation District that the District Board voted to discontinue the 30+ yearlong Lake Decatur Watershed Program agreement with the City due to staffing challenges. As a result, City staff and Northwater Consulting developed an in-house program to continue implementing best management conservation practices in the watershed.

Oakley Sediment Basin Drainage Improvements: Martin Engineering attempted to perform a basic survey of the basin however extremely dense vegetation prevented the survey from being

done. A prescribed burn of the basin is planned for this fall in order to remove enough vegetation so that a survey can be completed.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline design and Rhodes Landfill environmental documentation review.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred in September.
3. Reduce the amount of sediment accumulating in the lake annually. The 2021 monitoring summary for this outcome was provided to the City Council in January.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction has completed 40% of this project.

Water Production: Analyzed water quality samples for Lake Decatur Watershed Management Plan monitoring and the Millikin University triathlon. 586.5 million gallons of potable water were pumped into the water distribution system which was 4.4% less than September 2021.

September 2022

Water Services:

Staff repaired 4 water main failures, 36 water services, 3 control valve and 5 fire hydrants. Inspected 10 system valves and completed 1,002 Utility Billing service orders and 38 miscellaneous distribution system orders.

Crews flushed 137 fire hydrants located at the end of water mains primarily in residential areas to remove sediment and bring fresh treated water into the system pipes. The chlorine levels

were recorded for future monitoring. Staff also assisted with the 2021 Water Main Replacement Project testing and inspection.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2022
September

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Department level training for the Tyler MUNIS Enterprise Resource Planning system version 2021 upgrade has started and will continue through the month of October. Anticipated live date is Monday, November 14th.
- Continued working with Human Resources (HR) Department to move HR DB2 based applications to Tyler MUNIS ERP system. Workflow issues with data input are being identified and redefined.
- Completed fiber spicing and activated internet service for the Macon County PTSD Foundation located south of Grove Road on south route 51.
- The fiber optic cable extension to the east of MLK and servicing John's Hill School, Eisenhower, and ultimately to Fire House 2 is in the ground and ready for splicing. Splicing the fiber extension into the City Fiber Network will be completed in October.
- CIRDC Public Safety computer system replacement evaluation has narrowed vendors down to two: Tyler Public Safety and Hexigon. Conference calls and site visits are being completed in September and October with an anticipated selection being made in November.
- Preparing for an upgrade for the Body Worn Camera's capture infrastructure from UEMS to UDE architecture simplifying the entire process.
- Converted all virtual VMWare servers to new hardware platform and pointed all virtual workstations to use the new servers.
- I.T. staff is preparing to move City Email to an external service called Exchange Online. This project will include a more robust Email archiving solution which includes better tools for email extractions for FOIA requests.
- Rewired the ECD department due to a remodel of the entire area for computers, printers, and phones.
- Working with resources at Transit to implement an electronic fare payment collection system.
- In September, I.T. processed 76 Help Desk tickets, resolving 44 during the initial point of contact with I.T. staff (60.5% First Call Resolution Rate) which is well within our established standard of 50% or more calls resolved on the first point of contact with the I.T. Department.